

**ADAMS COUNTY, COLORADO
PURCHASE OF SERVICE AGREEMENT**

THIS AGREEMENT ("Agreement") is made this 29th day of December 2015, by and between the Adams County Board of County Commissioners, located at 4430 South Adams County Parkway, Brighton, Colorado 80601, hereinafter referred to as the "County," and **ALMOST HOME INC.**, located at 231 N. Main Street, Brighton, Colorado 80601, hereinafter referred to as the "Contractor." The County and the Contractor may be collectively referred to herein as the "Parties".

The County and the Contractor, for the consideration herein set forth, agree as follows:

1. SERVICES OF THE CONTRACTOR:

- 1.1. All work shall be in accordance with the attached RFP 2015.280 and the Contractor's response to the RFP 2015.280 attached hereto as **Exhibit A**, and incorporated herein by reference. Should there be any discrepancy between Exhibit A and this Agreement the terms and conditions of this Agreement shall prevail.
- 1.2. Emergency Services: In the event the Adams County Board of County Commissioners declares an emergency, the County may request additional services (of the type described in this Agreement or otherwise within the expertise of the Contractor) to be performed by the Contractor. If the County requests such additional services, the Contractor shall provide such services in a timely fashion given the nature of the emergency, pursuant to the terms of this Agreement. Unless otherwise agreed to in writing by the parties, the Contractor shall bill for such services at the rates provided for in this Agreement.

2. RESPONSIBILITIES OF THE COUNTY: The County shall provide information as necessary or requested by the Contractor to enable the Contractor's performance under this Agreement, as referenced in Section 1 above.

3. TERM:

- 3.1. Term of Agreement: The initial term of this Agreement shall be for one (1) year from the date of execution, unless sooner terminated as specified elsewhere herein.
- 3.2. Extension Options: The County, at its sole option, may offer to extend this Agreement as necessary for up to two (2) option year extensions providing satisfactory service is given and all terms and conditions of this Agreement have been fulfilled. Such extensions must be mutually agreed upon in writing by the County and the Contractor.

4. PAYMENT AND FEE SCHEDULE: The County shall pay the Contractor for services furnished under this Agreement, and the Contractor shall accept as full payment for those services, in an amount not to exceed **sixty-four thousand, two hundred and sixty-six dollars and no cents (\$64,266.00).**

- 4.1. Payment pursuant to this Agreement, whether in full or in part, is subject to and contingent upon the continuing availability of County funds for the purposes hereof. In the event that funds become unavailable, as determined by the County, the County may immediately terminate this Agreement or amend it accordingly.
5. **INDEPENDENT CONTRACTOR:** In providing services under this Agreement, the Contractor acts as an independent contractor and not as an employee of the County. The Contractor shall be solely and entirely responsible for his/her acts, and the acts of his/her employees, agents, servants, and subcontractors during the term and performance of this Agreement. No employee, agent, servant, or subcontractor of the Contractor shall be deemed to be an employee, agent, or servant of the County because of the performance of any services or work under this Agreement. The Contractor, at its expense, shall procure and maintain workers' compensation insurance as required by law. **Pursuant to the Workers' Compensation Act § 8-40-202(2)(b)(IV), C.R.S., as amended, the Contractor understands that it and its employees and servants are not entitled to workers' compensation benefits from the County. The Contractor further understands that it is solely obligated for the payment of federal and state income tax on any moneys earned pursuant to this Agreement.**
6. **NONDISCRIMINATION:** The Contractor shall not discriminate against any employee or qualified applicant for employment because of age, race, color, religion, marital status, disability, sex, or national origin. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices provided by the local public agency setting forth the provisions of this nondiscrimination clause. Adams County is an equal opportunity employer.
- 6.1. The Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
7. **INDEMNIFICATION:** The Contractor agrees to indemnify and hold harmless the County, its officers, agents, and employees for, from, and against any and all claims, suits, expenses, damages, or other liabilities, including reasonable attorney fees and court costs, arising out of damage or injury to persons, entities, or property, caused or sustained by any person(s) as a result of the Contractor's performance or failure to perform pursuant to the terms of this Agreement or as a result of any subcontractors' performance or failure to perform pursuant to the terms of this Agreement.
8. **INSURANCE:** The Contractor agrees to maintain insurance of the following types and amounts:
- 8.1. **Commercial General Liability Insurance:** to include products liability, completed operations, contractual, broad form property damage and personal injury.

- 8.1.1. Each Occurrence: \$1,000,000
- 8.1.2. General Aggregate: \$2,000,000

8.2. Comprehensive Automobile Liability Insurance: to include all motor vehicles owned, hired, leased, or borrowed.

- 8.2.1. Bodily Injury/Property Damage: \$1,000,000 (each accident)
- 8.2.2. Personal Injury Protection: Per Colorado Statutes

8.3. Workers' Compensation Insurance: Per Colorado Statutes Not Applicable.

8.4. Professional Liability Insurance: to include coverage for damages or claims for damages arising out of the rendering, or failure to render, any professional services, as applicable.

8.4.1. Each Occurrence: \$1,000,000

8.4.2. This insurance requirement applies only to Contractors who are performing services under this Agreement as professionals licensed under the laws of the State of Colorado, such as physicians, lawyers, engineers, nurses, mental health providers, and any other licensed professionals.

8.5. Adams County as "Additional Insured": The Contractor's commercial general liability, and comprehensive automobile liability insurance policies and/or certificates of insurance shall be issued to include Adams County as an "additional insured," and shall include the following provisions:

8.5.1. Underwriters shall have no right of recovery or subrogation against the County, it being the intent of the parties that the insurance policies so affected shall protect both parties and be primary coverage for any and all losses resulting from the actions or negligence of the Contractor.

8.5.2. The insurance companies issuing the policy or policies shall have no recourse against the County for payment of any premiums due or for any assessments under any form of any policy.

8.5.3. Any and all deductibles contained in any insurance policy shall be assumed by and at the sole risk of the Contractor.

8.6. Licensed Insurers: All insurers of the Contractor must be licensed or approved to do business in the State of Colorado. Upon failure of the Contractor to furnish, deliver and/or maintain such insurance as provided herein, this Agreement, at the election of the County, may be immediately declared suspended, discontinued, or terminated. Failure of the Contractor in obtaining and/or maintaining any required insurance shall not relieve the Contractor from any liability under this Agreement, nor shall the insurance requirements be construed to conflict with the obligations of the Contractor concerning indemnification.

8.7. Endorsement: Each insurance policy herein required shall be endorsed to state that coverage shall not be suspended, voided, or canceled without thirty (30) days prior written notice by certified mail, return receipt requested, to the County.

8.8. Proof of Insurance: At any time during the term of this Agreement, the County may require the Contractor to provide proof of the insurance coverage's or policies required under this Agreement.

9. WARRANTY:

The Contractor warrants and guarantees to the County that all work, equipment, and material furnished under the Agreement are free from defects in workmanship and materials for a period of one year after final acceptance by the County. The Contractor further warrants and guarantees that the plans and specifications incorporated herein are free of fault and defect sufficient for Contractor to warrant the finished product after completion date. Should the Contractor fail to proceed promptly in accordance with this guarantee, the County may have such work performed at the expense of the Contractor. This section does not relieve the Contractor from liability for defects that become known after one year.

10. TERMINATION:

10.1. For Cause: If, through any cause, the Contractor fails to fulfill its obligations under this Agreement in a timely and proper manner, or if the Contractor violates any of the covenants, conditions, or stipulations of this Agreement, the County shall thereupon have the right to immediately terminate this Agreement, upon giving written notice to the Contractor of such termination and specifying the effective date thereof.

10.2. For Convenience: The County may terminate this Agreement at any time by giving written notice as specified herein to the other party, which notice shall be given at least thirty (30) days prior to the effective date of the termination. If this Agreement is terminated by the County, the Contractor will be paid an amount that bears the same ratio to the total compensation as the services actually performed bear to the total services the Contractor was to perform under this Agreement, less payments previously made to the Contractor under this Agreement.

11. MUTUAL UNDERSTANDINGS:

11.1. Jurisdiction and Venue: The laws of the State of Colorado shall govern as to the interpretation, validity, and effect of this Agreement. The parties agree that jurisdiction and venue for any disputes arising under this Agreement shall be with the 17th Judicial District, Colorado.

11.2. Compliance with Laws: During the performance of this Agreement, the Contractor agrees to strictly adhere to all applicable federal, state, and local laws, rules and regulations, including all licensing and permit requirements. The parties hereto aver that they are familiar with § 18-8-301, et seq., C.R.S. (Bribery and Corrupt Influences), as amended, and § 18-8-401, et seq., C.R.S. (Abuse of Public Office), as amended, the Clean Air Act (42 U.S.C. 7401-7671q), and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended, and that no violation of such provisions are

present. Contractor warrants that it is in compliance with the residency requirements in §§ 8-17-101, et seq., C.R.S.

Without limiting the generality of the foregoing, the Contractor expressly agrees to comply with the privacy and security requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

- 11.3. OSHA: The Contractor shall comply with the requirements of the Occupational Safety and Health Act (OSHA) and shall review and comply with the County's safety regulations while on any County property. Failure to comply with any applicable federal, state or local law, rule, or regulation shall give the County the right to terminate this agreement for cause.
- 11.4. Record Retention: The Contractor shall maintain records and documentation of the services provided under this Agreement, including fiscal records, and shall retain the records for a period of three (3) years from the date this Agreement is terminated. Said records and documents shall be subject at all reasonable times to inspection, review, or audit by authorized federal, state, or County personnel.
- 11.5. Assignability: Neither this Agreement, nor any rights hereunder, in whole or in part, shall be assignable or otherwise transferable by the Contractor without the prior written consent of the County.
- 11.6. Waiver: Waiver of strict performance or the breach of any provision of this Agreement shall not be deemed a waiver, nor shall it prejudice the waiving party's right to require strict performance of the same provision, or any other provision in the future, unless such waiver has rendered future performance commercially impossible.
- 11.7. Force Majeure: Neither party shall be liable for any delay or failure to perform its obligations hereunder to the extent that such delay or failure is caused by a force or event beyond the control of such party including, without limitation, war, embargoes, strikes, governmental restrictions, riots, fires, floods, earthquakes, or other acts of God.
- 11.8. Notice: Any notices given under this Agreement are deemed to have been received and to be effective: (1) three (3) days after the same shall have been mailed by certified mail, return receipt requested; (2) immediately upon hand delivery; or (3) immediately upon receipt of confirmation that an E-mail was received. For the purposes of this Agreement, any and all notices shall be addressed to the contacts listed below:

County:

Department:	Adams County Human Services Department
Contact:	Kent Gregory, M.P.A., Contract Administrator
Address:	7190 Colorado Blvd., 6 th Floor
City, State, Zip:	Commerce City, Colorado 80022
Office Number:	303.227.2215
Email:	kgregory@adcogov.org

Department: Adams County Purchasing Division
Address: 4430 South Adams County Parkway, Suite C4000A
City, State, Zip: Brighton, Colorado 80601

Department: Adams County Attorney's Office
Address: 4430 South Adams County Parkway
City, State, Zip: Brighton, Colorado 80601

Contractor:

Company: Almost Home, Inc.
Contact: Terry M. Moore, Executive Director
Address: 231 N. Main Street
City, State, Zip: Brighton, Colorado 80601
Office Number: 303.569.6199
E-mail: terry@almosthomeonline.org

- 11.9. Integration of Understanding: This Agreement contains the entire understanding of the parties hereto and neither it, nor the rights and obligations hereunder, may be changed, modified, or waived except by an instrument in writing that is signed by the parties hereto.
- 11.10. Severability: If any provision of this Agreement is determined to be unenforceable or invalid for any reason, the remainder of this Agreement shall remain in effect, unless otherwise terminated in accordance with the terms contained herein.
- 11.11. Authorization: Each party represents and warrants that it has the power and ability to enter into this Agreement, to grant the rights granted herein, and to perform the duties and obligations herein described.

12. CHANGE ORDERS:

- 12.1. Change Orders: The County from time to time, may require changes in the scope of the services of the Contractor to be performed herein including, but not limited to, additional instructions, additional work, and the omission of work previously ordered. The Contractor shall be compensated for all authorized changes in services, pursuant to the applicable provision in the request for proposal, or, if no provision exists, pursuant to the terms of the Change Order.

13. COMPLIANCE WITH C.R.S. § 8-17.5-101, ET. SEQ. AS AMENDED 5/13/08: Pursuant to Colorado Revised Statute (C.R.S.), § 8-17.5-101, *et. seq.*, as amended May 13, 2008, the Contractor shall meet the following requirements prior to signing this Agreement (public contract for service) and for the duration thereof:

- 13.1. The Contractor shall certify participation in the E-Verify Program (the electronic employment verification program that is authorized in 8 U.S.C. § 1324a and jointly administered by the United States Department of Homeland Security and the Social Security Administration, or its successor program) or the Department Program (the employment verification program established by the Colorado Department of Labor and Employment pursuant to C.R.S. § 8-17.5-102(5)) on the attached certification.
- 13.2. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.
- 13.3. The Contractor shall not enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.
- 13.4. At the time of signing this public contract for services, the Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this public contract for services through participation in either the E-Verify Program or the Department Program.
- 13.5. The Contractor shall not use either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this public contract for services is being performed.
- 13.6. If Contractor obtains actual knowledge that a subcontractor performing work under this public contract for services knowingly employs or contracts with an illegal alien, the Contractor shall: notify the subcontractor and the County within three days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to the previous paragraph, the subcontractor does not stop employing or contracting with the illegal alien; except that the contractor shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.
- 13.7. Contractor shall comply with any reasonable requests by the Department of Labor and Employment (the Department) made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. § 8-17.5-102(5).
- 13.8. If Contractor violates this Section, of this Agreement, the County may terminate this Agreement for breach of contract. If the Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the County.

CONTRACTOR'S CERTIFICATION OF COMPLIANCE

Pursuant to Colorado Revised Statute, § 8-17.5-101, *et seq.*, as amended 5/13/08, as a prerequisite to entering into a contract for services with Adams County, Colorado, the undersigned Contractor hereby certifies that at the time of this certification, Contractor does not knowingly employ or contract with an illegal alien who will perform work under the attached contract for services and that the Contractor will participate in the E-Verify Program or Department program, as those terms are defined in C.R.S. § 8-17.5-101, *et seq.* in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the attached contract for services.

CONTRACTOR:

Almost Home, Inc.
Company Name

December 22, 2015
Date


Signature

Terry M. Moore
Name (Print or Type)

Executive Director
Title

Note: Registration for the E-Verify Program can be completed at: <https://www.vis-dhs.com/employerregistration>. It is recommended that employers review the sample "memorandum of understanding" available at the website prior to registering.

Signature Page

IN WITNESS WHEREOF, the Parties have caused their names to be affixed hereto.

**BOARD OF COUNTY COMMISSIONERS
ADAMS COUNTY, COLORADO**

By:

Deen Lepp
County Manager

12/29/15
Date:

**CONTRACTOR
ALMOST HOME, INC.**

By:

Terry M Moore
Name (Print or Type)

Dec 22, 2015
Date:

[Signature]
Authorized Signature

Executive Director
Title

Attest:

Stan Martin, Clerk and Recorder

Channas
Deputy Clerk

APPROVED AS TO FORM:
Adams County Attorney's Office

By: *A. Coest*
Attorney's Signature

**NOTARIZATION
COUNTY OF**

Adams)
STATE OF *Colorado*)SS.

Signed and sworn to before me this *22nd* day of *December*, 2015,

by *Terry M. Moore*

Notary Public *Neemi Soria*

My commission expires on: *9/26/2018*

ATTACHMENT A
(All Documents following this page of the Agreement)

Attachments:

1. Proposal, dated September 18, 2015
2. Offeror's Certification of Compliance
3. Offeror's Signature Page

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231 N. Main St.
Brighton, Colorado 80601

Phone: 303-659-6199
Fax: 303-659-8859
Website: www.AlmostHomeOnline.org

September 18, 2015

Adams County Government Center

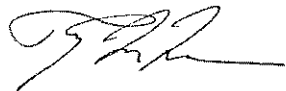
Purchasing Division
4430 South Adams County Parkway
Brighton, CO 80601

To Whom It May Concern;

Attached you will find our response to the Request for Proposal. This cover letter is meant to serve as a summary of our request and to provide more background on the services we provide Adams County Low-Income families. The total requested amount is \$130,000; \$90,000 for overhead costs for our general programs, and \$40,000 for direct rental assistance for clients. We are requesting that you find other agencies to provide the requested Contingency Funds, due to the fact that we are unsure of our ability to process up to \$25,000 (with a 60 day reimbursement period) as well as rental assistance funds. Should you be unsuccessful in contracting with another agency(s) we are willing to re-visit your request. The last thing we would ever want to do is prevent families from getting the funds they need. We wanted to share about all of our programs, to explain our request for overhead. Here are our programs:

1. We have requested a total of \$40,000 in *rental assistance* funds which will be re-distributed out to families in allotments of \$300/family.
2. We run a six family, 30-person *Emergency Family Homeless Shelter* where families can stay for up to 45-days and get the help they need to return to affordable housing. At our maximum capacity, this means we could provide as many as 10,000 nights of shelter should every bed be filled throughout an entire year.
3. Since 2001, we have provided 1.4 million in direct *utilities assistance* to 3,841 families. In every case we have been able to keep on or restore the needed services to these families.
4. Recently, we partnered with Coal Creek Adult Education and Front Range Community College to offer *G.E.D services* to County residents, such as pre-tests and classes in our community room. The pre-tests are administered by Almost Home in our Brighton offices; from there the students take one or more 7-week classes, which occur 2 nights each week. When the student is ready, they can take their final exam at Front Range Community College.
5. Finally, we'd like to note that we remain an active participant in all activities throughout Adams County regarding Homelessness, Poverty and the Services we all strive to supply. Our programs are vital for individuals and families in Adams County; we serve 1,500 + residents every year. This is the reason for our \$90,000 overhead request. We are committed to serving those in poverty in our county, and would be very grateful for the opportunity to do so through TANF funding.

Thank you,



Terry M. Moore
Executive Director

Our Mission is to promote self-sufficiency and provide housing assistance for the homeless and those in need.

1. Introduction and Qualifications

Mission

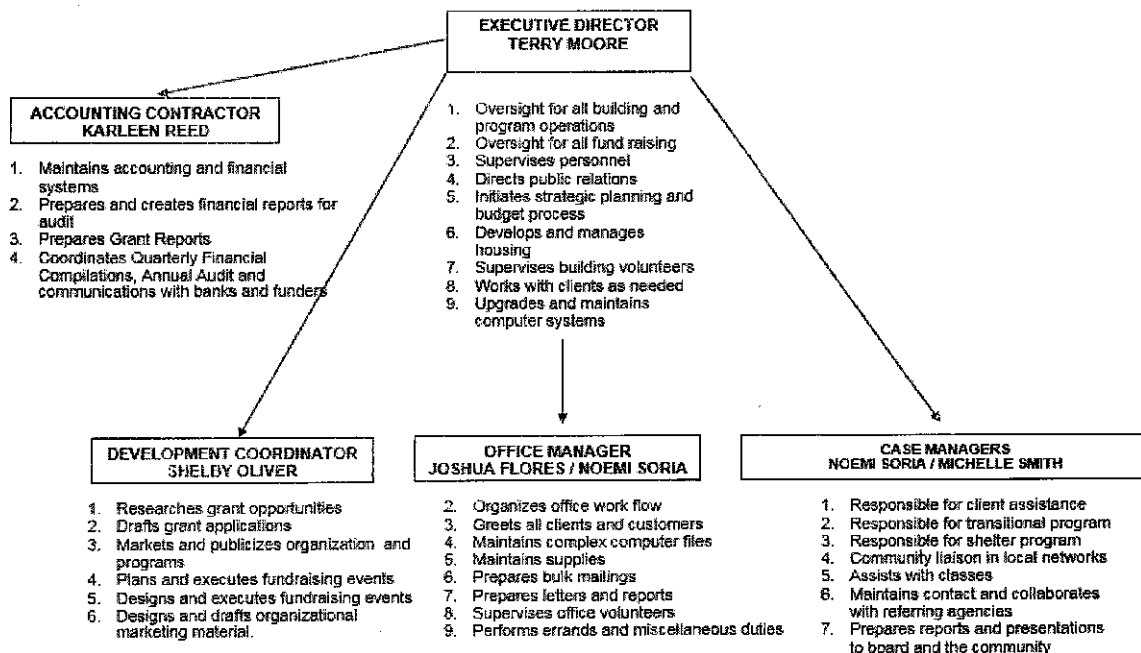
Almost Home, Inc.'s Mission is to promote self-sufficiency and provide housing assistance for the homeless and those in need.

History

Almost Home, Inc. grew out of a community effort to house the homeless in the Greater Brighton Area. From 1986 to 1992 a homeless shelter operated in the basement of St. Augustine's Catholic Church here in Brighton. Every night for those 6 years members from local churches brought food and volunteered for related duties. In 1992 that original shelter closed. In 1993, through community and church collaboration a newly incorporated Almost Home, Inc. began operating in a small house owned by the Episcopal Church. We relocated to our 14-bed shelter space in 1998. Since that time, we have been providing services as a private, non-religious, 501 (C) 3 corporation. In the early 2000's, we decided to embark on a project to build an affordable housing complex. By 2003, we had built Hughes Station – a 120 unit low-income apartment complex for those in need of affordable options. Attached to Hughes Station, we built a 4,300 square foot Office space / Community Center, and moved our offices there. In early 2014, we expanded and renovated our shelter space to provide 30 beds; doubling our capacity to serve (six families at a time.).

Organizational Chart

ALMOST HOME, INC. ORGANIZATIONAL CHART



Experience with services in “Scope of Work”

Housing:

- Overview: Almost Home has been providing emergency shelter, housing, rental and utility assistance to low-income families for 22 years. We have great relationships with ACCESS Housing, Growing Home and the Adams County Housing Authority. We work with each of these organizations to support the low-income families in Adams County. We also have excellent relationships with other resources that provide assistance to low-income families in and around the county, which allows us to make recommendations to our clients outside the realm of our services.
- In the late 90’s and early 2000’s our community board saw a need for permanent affordable housing in Brighton. We decided to embark on a LIHTC project to build an affordable housing complex. By 2003, we had built Hughes Station – a 120 unit apartment complex for those in need of affordable options. Since its opening we have offered a wide range of supportive services to our residents. This has included a long-term relationship with CSU Extension Services who continues to use our Community Room space.
- Our rental assistance program helps keep our clients in their current units, preventing homelessness and eviction. We will discuss this more in depth below.

Financial Counseling:

- Our case manager who works with our shelter clients sits down with them and writes both a savings plan and a Case Management plan, so that by the end of their stay in our shelter they will have been able to save enough and are better prepared to transition back into permanent housing.
- We are just launching a program through FDIC called “Money Smart.” This program consists of 11 modules that cover the basics of financial planning, ranging from choosing and maintaining a checking account, spending plans, and building and repairing credit. The modules come on a CD and can be self-taught. We will make all 11 modules available for all of our clients (they will be placed in the shelter), and our shelter case manager will require individuals to participate as she sees fit.

Direct Assistance:

- We have two main programs for direct financial assistance: rental and utilities. In FY2014, we provided over \$330,000 in direct assistance to clients.
- For our **rental assistance**, we provide three different programs.
 - Basic, One-Time rental assistance: For this program, we can assist a family once, up to \$300 for their monthly rent. We require that the family or individual pays the rest of the rent before receiving funds from Almost Home; thus our funds are

the "last in" so that we are insured that the family remains housed with our assistance. It is for this program that we have historically used the funds made available by Adams County Human Services.

- Homeless Prevention rental assistance: For this program, the client must have a 3-day demand/eviction notice. Following these notices, we can help pay any rent or late fees that are in arrears. After that, we are able to assist with their rent for the next several months. These are Federal Funds which we get from collaborating organizations.
- Rapid Re-Housing: For this program, the client must be homeless or attempting to transition from a homeless shelter into permanent housing. We are able to pay the clients first month's rent and deposit, along with assistance for the next several months. Again, these are important Federal funds we use to benefit Homeless Adams County Families.
- Finally, we provide **utilities assistance** to families and individuals in Adams and Southern Weld Counties. Our main funder for this is Energy Outreach Colorado. We are able to assist clients with their past due utilities bill, up to \$1,000. This prevents shut-offs, and provides safety for folks in our community. In the past 15 years we have been doing this program, we have distributed \$1.4 million to 3,841 households in Adams and Southern Weld Counties.

Emergency Shelter:

- Almost Home provides one of three family emergency shelters in Adams County and is the only shelter located within the City of Brighton, serving the north eastern portion of the County. We are one of the two shelters in Adams County with a permanent location, which allows for more stability for children and their parents. Additionally, in early 2014 we were able to expand and renovate our shelter, going from 14 beds to 30, doubling our capacity! In FY2014, we provided 2,110 nights of shelter, and in FY2015 we provided over 5,586 nights of shelter. Since we began operation we have provided over 45,000 nights of shelter.

Finding Housing and Financial Stability:

- Our case managers are excellent in helping folks find affordable, permanent housing. They are very well versed in options in the area, and have good relationships with agencies such as ACCESS Housing, Growing Home, Brighton Housing Authority, and Adams County Housing Authority. They also have great relationships with other nonprofits in the area that they can recommend to clients that may help them financially; such as places to get mental health care on a sliding scale (Community Reach Center, Pennock Center, Richard Lambert Foundation), and food pantries. Additionally, our case managers make sure that every client receives any government benefits they are qualified for, such as medicare/medicaid, CCAP, TANF, SNAP, and the like.

G.E.D. Program:

- Almost Home was really proud to partner with Coal Creek Adult Education and Front Range Community College to bring affordable G.E.D. classes to Brighton (and throughout Adams County) this spring. Students begin by taking a pre-test for \$20 in our technology room (attached to our offices), and are supervised by one of our Case Managers. The pre-test shows students what areas they need improvement on, and guides their studies. After the pre-test, students pay \$129 for 7 weeks of class, taught by the instructors of Coal Creek Adult Education, which takes place twice a week in our community room. When students feel ready to take the final test, they pay \$150 and take it at Front Range Community College. This is such an important program, because Aims Community College no longer offers G.E.D. classes – thus leaving a gap in services for folks in Northern Adams and Southern Weld Counties. With our partnership with Coal Creek, we were able to fill that gap. We have reached out to both the Adams County Workforce Center and Adams County Human Services to make them aware of these classes and have worked in concert with them to pay for any student's costs which they have funding for.

Thanksgiving Program:

- While we mainly focus on housing and emergency services, we think our Thanksgiving Program is incredibly important. Every year we prepare and distribute 300 boxes of traditional Thanksgiving foods for families in Adams County. This activity really brings the community together, as we have many businesses and churches who hold drives for us, and are thus engaged in conversations around poverty and hunger. We place a list of food assistance programs and food pantries in every single box, to give these families additional resources that will help them beyond the holidays.

Unique Organizational Expertise:

- Almost Home has been operating in Adams County for 22 years (adding Weld County later on), and providing a variety of different services throughout those years. Thus, we are very well versed in all of the different resources that are available in the County, and have very strong community partnerships/relationships. Half of our staff has worked at Almost Home for over 15 years. All but one of our staff members' lives in Adams County, and we all understand the needs of the community and of our clients. For more on the expertise of each staff member, see below.

Infrastructure and Resources

- Our emergency shelter is unique in that it is one of only two permanent shelter structures in the County. The other shelter programs use the interfaith hospitality network, and shuttle families from church to church once a week. We believe that this gives our clients

at our shelter (the children especially) a better sense of safety, security, and stability. One of our requirements is that all school age children must attend school regularly.

- Our 4,300 square foot Office Space / Community Room gives us a unique opportunity to provide many different services that others would not be able to provide. We currently host G.E.D. classes there, and this summer we partnered with Adams County Human Services and 20+ community organizations to host a Poverty Outreach Resource Fair in the room. We run our Thanksgiving Program in that room, and recently have someone teaching free yoga classes in that room, to our families in the shelter and at Hughes Station. We also allow any other nonprofits or government agencies to use the room for free.

Geographic Location Served

Almost Home serves Brighton and the cities and communities throughout Adams County CO, including unincorporated Adams County. For our utilities assistance program, we are able to accommodate individuals in the Southern Part of Weld County. A recent development we are proud of is that we recently acquired a 3 year grant (from United Way of Weld County), that will allow us to expand our rental assistance program into all of Weld County. Our shelter is open to families in either Adams or Weld Counties, although historically the majority of our clients are from Adams County. In a typical year Almost Home serves families from every one of the nine (9) cities which make up Adams County. In fact in our fiscal year ending on June 30, 2015, 93% of the clients we served came from within Adams County and outside of Brighton. We serve the low-income community and approximately 50% of those we serve are Hispanic. We also provide services to seniors, to individuals and families who live with a disability, and to all other ethnic groups who live in the area.

Organizational Experience

- *Experience and knowledge of Adams County BCA participants and programs that can benefit them:* Over the past 15+ years we have worked closely with Adams County Human Services and have become familiar with all of their Programs, including Basic Cash (BCA) Assistance.
- *Low-Income Families, Housing, and Other Programs:* Because we have been doing this work for 22 years, and 100% of our clients are low-income, we are extremely familiar with their needs, and programs in the area that can meet them. Our case managers are well educated and have plenty of experience.
- *Community in General:* Our staff is incredibly active in our community, both inside and outside of work. We belong to the Brighton Chamber of Commerce, the Fort Lupton Chamber of Commerce, the Metro Denver Chamber of Commerce, and participate in Community events like CultureFest, and provide hot coco for folks watching the Holiday

Parade in Brighton every year. We have long standing relationships with many churches in the community, including Zion Lutheran, Northern Hills, and Harvest Fellowship. We also have long standing relationships with businesses in the community that support our cause and sponsor our events, such as United Power, Halliburton, Kaiser Permanente, Valley Bank and Trust, Guaranty Bank and Trust, BVB Contractors, Platte Valley Medical Center, and Allstate Insurance: The Rippy Agency. For more info on how our staff members individually participate in our community, please see the Personnel section below.

- *Summary of entire organizational budget:*
 - Anticipated 2016 income: **\$660,624** (This income will come from a combination of government grants, foundation grants, fundraising, sponsorship, and earned income)
 - Direct Assistance Expense (Rental and Utilities assistance): \$339,202
 - Shelter Activity Expense: \$ 65,900
 - General Operations Expense: \$90,011
 - Hughes Station (Our affordable housing complex) Development Expenses: \$13,614
 - Fundraising Expense: \$108,941
 - Community Services Program Expenses (this includes Almost Home's utility bills, insurance, parts of staff salaries, etc.): \$32,672
 - Community Room/Laundry Room Expenses: \$7,683
 - Total Expenses: **\$658,023**
 - Net Ordinary Income: **\$2,601**

2. Proposed Services:

- *Specifically describe the services your organization is proposing:* While we have many programs we are proud to offer the residents of Adams County, we are specifically requesting funding for our basic, one-time rental assistance: For this program, we can assist a family once, up to \$300 for their monthly rent. In the past we have only provided \$200, but with rental rates in the Denver Metro area raising dramatically in the past years, we've decided that we need to provide more. We have one case manager dedicated to providing the one-time rental assistance, and our other case manager runs our Rapid-Rehousing and Homeless Prevention programs. The process of residents receiving rental assistance is this:
 - 1) A client will call in, we will determine their eligibility to receive the rental assistance based on the following criteria:

A. Must be a US Citizen or have Legal Residency (Colorado ID and valid Social Security Card will be required of all adults.)

B. Verifiable and ongoing income is required. Income from cash, babysitting or temp. agencies will not qualify.

C. Monthly income must be \$200 or more than your rent or mortgage.

D. Must be able to prove that you have been living in Adams or Weld County for the last 3 months.

E. Families with children can qualify for up to \$200, but rest of bill must be paid prior to making appointment.

F. The rest of the bill must be paid prior to our assistance.

G. All Heads of Households must have a Colorado ID and valid Social Security Card.

H. All children must have insurance or Medicaid.

2) After we have determined that a client qualifies, we will make an appointment for them to meet with our case manager. If a client does not qualify for a reason such as the children don't have Medicaid, we help them remedy the problem(s) so they can become eligible.

3) Once an appointment is made with a case manager, the case manager can cut the check directly to the landlord. Our case manager also makes sure to assess the clients for other needs they may be having, and cross-references them to other agencies.

4) To determine the success of our program, we call our clients landlords 3 months after giving them assistance to check in and see how they are doing. Historically, we have seen that anywhere between 75-80% of clients are still in their units after 3 months – a success we are very proud of. It is for this program that we have historically used the funds made available by Adams County Human Services.

As stated in our cover letter, we are not asking for any contingency funds, because we are unsure of our ability to process up to \$25,000 a month in contingency funds (with a 60 day reimbursement period) as well as rental assistance funds. We do believe we could do some of this, but are requesting that you find other agencies to provide the requested Contingency Funds - Should you be unsuccessful in contracting with another agency(s) we are fully willing to re-visit your request. The last thing we would ever want to do is prevent families from getting the funds they need.

- **Days and Hours** - Our Offices our open and are staff are available on Monday through Friday from 9:00am and 5:00pm. We also have one (1) staff person on call 24/7 for our Shelter and emergency situations which arise.
- **How we will enhance ADHSD's ability to serve families:** Almost Home, Inc. has enjoyed a relationship with Adams County Human Services for the past 22 years. Almost Home has been a recipient of funding support for our Rental Assistance Programs for many years. Throughout the years we have worked closely with the Human Services staff to assure we are available and responsive to

their needs and we would please ask that you ask ACDHS what their experiences has been with Almost Home, Inc.

3. Program Expertise and Personnel:

- ***Terry Moore*** has been the Executive Director for Almost Home, Inc. since January 1999. He oversees all programs, supervises staff, initiates fundraising and coordinates the development and administration of new buildings and programs. He has over 19 years of senior management experience in the non-profit sector and 15 years senior management experience in the for-profit sector working both domestically and internationally. Terry has been very involved in Adams County, and the Brighton Community specifically, serving on City Council in the past, and is the current Chairman of the liquor authority. He has served on numerous non-profit boards in the past, including: The Metro Denver Housing Initiative, CASA of Adams County, and APC of Denver. Most recently, he has served on the LIFE Board as a Director since its inception in 2008 and served as its Chair from 2010 to 2015. He is frequently requested to speak or serve on panels regarding affordable housing in Adams County.

Our Senior Case Manager, ***Toni Sandoval*** recently retired. She had been with Almost Home since day one – working with our agency for 21 years, and retiring at age 81. Although she no longer works with us, she was an integral part in making Almost Home what it is today, and helped us to establish best practices and solid community relationships. Her legacy of excellence motivates our whole staff to follow suit. During her time with Almost Home, Inc. she served over 44,000 Adams County residents and their families.

Noemi Soria was hired as the Office Manager for Almost Home, Inc. in June of 1998. She has over 17 years of experience in a variety of office and accounting positions. She is responsible for all correspondence, bulk mailings, computer and phone systems management and assists with all local, state and federal grant reporting requirements. Her advanced computer knowledge has helped create an efficient database. She is also bi-lingual (Spanish / English) and is able to communicate effectively with all clients on the phone and in-person. While working as the office manager, Noemi was slowly trained on case management, and often took over when our case managers were on vacation, sick, or out of the office. When our senior case manager retired earlier this year, Noemi smoothly stepped into her role. Noemi now works part-time as a Case Manager and part-time as our Office Manager. Noemi is mainly responsible for our one-time rental assistance, and helps with utilities assistance, and homeless prevention rental assistance.

Because Noemi has moved to only doing Office Management part-time, we hired a new part-time office manager; **Joshua Flores**. Joshua is bi-lingual and has 6 years of experience in Customer Service, and 3 years of experience in office management – such as data entry, answering phones, and account management.

Karleen Reed has been the Accounting Manager for Almost Home, Inc. since April of 2001. She has over 26 years of bookkeeping and accounting experience along with a great understanding of non-profit organizations and accounting systems. She is responsible for all of the accounting, payroll, government reports and monthly financial reports and works with the auditors to produce the annual audit.

Michelle Smith is our Case Manager responsible for our emergency shelter, homeless prevention rental assistance, rapid-rehousing, and utilities assistance programs. Mrs. Smith received her Bachelor of Science in Human Services from Metropolitan State College in 2009. With 7 years of case management experience, Michelle is well versed in issues facing homeless populations. She worked for the Delores Project as a residential assistant for three years, and at St. Francis Center as a case manager for two years. Michelle is competent with the HMIS system, and skilled at relationship building with clients.

Shelby Oliver has been with Almost Home since April 2014 and is the Development Coordinator. She is responsible for fundraising, grant writing, event management, and internal and external communications. She has proven to be a huge asset to our team. She doubled our income from our annual gala, and is highly involved in our community. She is a member in the following groups: Brighton Chamber of Commerce, Fort Lupton Chamber of Commerce, Metro Denver Chamber of Commerce, Brighton Young Professionals, and the Motivators of Business. She serves as the President of the Brighton Chamber's Nonprofit Council, serves on the board of the Richard Lambert Foundation, and volunteers in her free time for Front Range Hospice.

4. Fee Schedule:

See Attachment B. This attachment includes the following:

- Budget Sheets for our Rental Assistance Program, 2016-2018
- Budget Sheets for our three main programs; rental assistance, shelter activities, and utilities assistance (via Energy Outreach Colorado)

5. Comparable Projects:

- **Name, Location and Budget:** A comparable project would be our Utility Assistance Program through Energy Outreach Colorado (EOC). This is run out of the Almost Home office at 231 N. Main St. Brighton, CO 80601. Our cost for running this program is \$123,496 (we are granted around \$150,000 for the direct assistance to clients) and requires us to follow their funding guidelines and reporting requirements.
- **Experience providing services described in Scope of Service:** The Utility Assistance Program through Energy Outreach Colorado provides funding to families who are at risk of having their utilities shut-off. Almost Home pays the utility service provider directly to assist the families up to \$1,000.00. Along with the financial assistance, Almost Home provides counseling and case management support to these families. We provide bi-lingual case management for those clients who do not speak English. In the past 15 years we have been doing this program, we have distributed \$1.4 million to 3,841 households in Adams and Southern Weld Counties.
- **Average Monthly Information:** Through the EOC program, Almost Home assists an average of 64 families a month. We provide approximately \$10,000 a month in utility assistance.
- **Demographics:** Almost Home serves all of Adams County, and Southern Weld County. For the Utility Assistance Program through Energy Outreach Colorado we assist any low-income families and individuals within these counties.

6. References:

Energy Outreach Colorado: Enrique Hernandez, ehernandez@energyoutreach.org, 303.825.8750

Brighton Legacy Foundation – Wilma Rose – Wrose@Brightonco.gov, 303.655.2269

City of Thornton – Allison Moe – Allison.moe@cityofthornton.net, 303-538-7518

7. W-9 and Vendor Information

- See Appendix II and III

Attachment B – Budget Sheet (Rental Assistance Program) - 2016

Base Expenses (Show fees for a 12 month period)					
Position/Base Expense	Description	(Column A) Agreement Allocation of Time/Fees	(Column B) Annual Salary and Benefit Fee	(Column C) Overhead	Total Equals Column A* (B+C)
Executive Director	Provides supervision of case workers	10%	\$65,512	\$15,414	\$8,093
Office Manager	Provides support for entire program	25%	\$39,676	\$6,159	\$11,459
Case Manager	Provides direct Case Management service to TANF Clients	50%	\$39,676	\$6,159	\$22,918
Case Manager	Provides direct Case Management service to TANF Clients	15%	\$39,676	\$5,628	\$6,796
Rent	Office Space	32%	\$92,782	\$0	\$29,690
Utilities	Gas, electric, and water	32%	\$23,356		\$7,474
					\$0
					\$0
Total of Base Expenses			\$86,430		
Budget Item	Description	Amount			
Base Expenses	Equals total of Base Expenses	\$86,430			
Supplies	Paper, toner, staples, etc.	\$7,695			
Mileage	Reimbursement of miles traveled for staff	\$300			
Total:		\$94,425.00			
In-Kind Absorption		\$4,425			
Total:		\$90,000.00			

Direct Assistance - \$40,000

Contingency - -0-

*Provided to clients at \$300/family

Attachment B – Budget Sheet (Rental Assistance Program) – 2017

Base Expenses (Show fees for a 12 month period)					
Position/Base Expense	Description	(Column A) Agreement Allocation of Time/Fees	(Column B) Annual Salary and Benefit Fee	(Column C) Overhead	Total Equals Column A* (B+C)
Executive Director	Provides supervision of case workers	10%	\$67,477	\$17,726	\$8,520
Office Manager	Provides support for entire program	25%	\$42,883	\$7,083	\$12,479
Case Manager	Provides direct Case Management service to TANF Clients	50%	\$42,883	\$7,083	\$24,983
Case Manager	Provides direct Case Management service to TANF Clients	15%	\$40,866	\$6,472	\$7,100
Rent	Office Space	32%	\$97,421	\$0	\$31,175
Utilities	Gas, electric, and water	32%	\$24,524		\$7,848
					\$0
					\$0
Total of Base Expenses			\$92,105		
Budget Item		Description		Amount	
Base Expenses		Equals total of Base Expenses		\$92,105	
Supplies		Paper, toner, staples, etc.		\$8,080	
Mileage		Reimbursement of miles traveled for staff		\$400	
Total:			\$100,585.00		
In Kind Absorption:			\$10,585.00		
Total:			\$90,000.00		

Direct Assistance - \$40,000

Contingency - -0-

*Provided to clients at \$300/family

Attachment B – Budget Sheet (Rental Assistance Program) – 2018

Base Expenses (Show fees for a 12 month period)					
Position/Base Expense	Description	(Column A) Agreement Allocation of Time/Fees	(Column B) Annual Salary and Benefit Fee	(Column C) Overhead	Total Equals Column A* (B+C)
Executive Director	Provides supervision of case workers	10%	\$69,501	\$20,385	\$8,989
Office Manager	Provides support for entire program	25%	\$44,169	\$8,145	\$13,078
Case Manager	Provides direct Case Management service to TANF Clients	50%	\$44,169	\$8,145	\$26,157
Case Manager	Provides direct Case Management service to TANF Clients	15%	\$42,092	\$7,443	\$7,430
Rent	Office Space	32%	\$102,292	\$0	\$32,733
Utilities	Gas, electric, and water	32%	\$25,750		\$8,240
					\$0
					\$0
Total of Base Expenses			\$96,627		
Budget Item		Description		Amount	
Base Expenses		Equals total of Base Expenses		\$96,627	
Supplies		Paper, toner, staples, etc.		\$8,484	
Mileage		Reimbursement of miles traveled for staff		\$500	
Total:			\$105,611.00		
In Kind Absorption:			\$15,611.00		
Total:			\$90,000.00		

Direct Assistance - \$40,000

Contingency - -0-

*Provided to clients at \$300/family

Appendix II - Attachment A – Fee Schedule Energy Outreach Colorado Program

Base Expenses (Show fees for a 12 month period)					
Position/Base Expense	Description	(Column A) Agreement Allocation of Time/Fees	(Column B) Annual Salary and Benefit Fee	(Column C) Overhead	Total Equals Column A* (B+C)
Executive Director	Provides supervision of case workers	10%	\$65,512	\$15,414	\$8,093
Office Manager	Provides support for entire program	25%	\$39,676	\$6,159	\$11,459
Case Manager	Provides direct Case Management service to TANF Clients	10%	\$39,676	\$6,159	\$4,583
Case Manager	Provides direct Case Management service to TANF Clients	45%	\$39,676	\$5,628	\$20,387
Rent	Office Space	68%	\$92,782	\$0	\$63,092
Utilities	Gas, electric, and water	68%	\$23,356		\$15,882
					\$0
					\$0
Total of Base Expenses			\$123,496		
Budget Item		Description		Amount	
Base Expenses		Equals total of Base Expenses		\$123,496	
Supplies		Paper, toner, staples, etc.		\$7,695	
Mileage		Reimbursement of miles traveled for staff		\$	
Total:			\$131,191		

Attachment B – Budget Sheet (Rental Assistance Program)

Base Expenses (Show fees for a 12 month period)					
Position/Base Expense	Description	(Column A) Agreement Allocation of Time/Fees	(Column B) Annual Salary and Benefit Fee	(Column C) Overhead	Total Equals Column A* (B+C)
Executive Director	Provides supervision of case workers	10%	\$65,512	\$15,414	\$8,093
Office Manager	Provides support for entire program	25%	\$39,676	\$6,159	\$11,459
Case Manager	Provides direct Case Management service to TANF Clients	50%	\$39,676	\$6,159	\$22,918
Case Manager	Provides direct Case Management service to TANF Clients	15%	\$39,676	\$5,628	\$6,796
Rent	Office Space	32%	\$92,782	\$0	\$29,690
Utilities	Gas, electric, and water	32%	\$23,356		\$7,474
					\$0
					\$0
Total of Base Expenses			\$86,430		
Budget Item		Description		Amount	
Base Expenses		Equals total of Base Expenses		\$86,430	
Supplies		Paper, toner, staples, etc.		\$7,695	
Mileage		Reimbursement of miles traveled for staff		\$300	
Total:			\$94,425		

*This information is based on our FY2016 budget which began on July 1, 2015 and will end on June 30, 2016. At this time we do not have numbers for the FY2017 budget which may change the fees for the 12-month period. Almost Home will provide updated numbers once the FY2017 budget has been completed.

Attachment B – Budget Sheet (Shelter Program)

Base Expenses (Show fees for a 12 month period)					
Position/Base Expense	Description	(Column A) Agreement Allocation of Time/Fees	(Column B) Annual Salary and Benefit Fee	(Column C) Overhead	Total Equals Column A* (B+C)
Executive Director	Provides supervision of case workers	7%	\$65,512	\$15,414	\$5,665
Office Manager	Provides support for entire program	5%	\$39,676	\$6,159	\$2,292
Case Manager	Provides direct Case Management service to TANF Clients	5%	\$39,676	\$6,159	\$2,292
Case Manager	Provides direct Case Management service to TANF Clients	55%	\$39,676	\$5,628	\$24,917
Rent	Office Space	2%	\$92,782	\$0	\$1,856
Utilities	Gas, electric, and water	4%	\$23,356		\$934
					\$0
					\$0
Total of Base Expenses			\$37,956		
Budget Item		Description		Amount	
Base Expenses		Equals total of Base Expenses		\$37,956	
Supplies		Shelter Supplies		\$10,965	
Mileage		Reimbursement of miles traveled for staff		\$300	
Total:			\$49,221		

*This information is based on our FY2016 budget which began on July 1, 2015 and will end on June 30, 2016. At this time we do not have numbers for the FY2017 budget which may change the fees for the 12-month period. Almost Home will provide updated numbers once the FY2017 budget has been completed.

OFFEROR'S CERTIFICATION OF COMPLIANCE

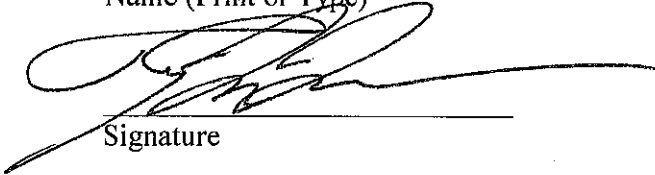
Pursuant to Colorado Revised Statute, § 8-17.5-101, *et seq.*, as amended 5/13/08, as a prerequisite to entering into an agreement for services with Adams County, Colorado, the undersigned offeror hereby certifies that at the time of this certification, offeror does not knowingly employ or contract with an illegal alien who will perform work under the awarded agreement for services and that the offeror will participate in the E-Verify Program or Department program, as those terms are defined in C.R.S. § 8-17.5-101, *et seq.* in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the awarded agreement.

OFFEROR:

Almost Home Inc.
Company Name

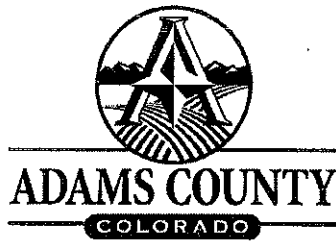
9/18/15
Date

Terry M. Moore
Name (Print or Type)


Signature

Executive Director
Title

Note: Registration for the E-Verify Program can be completed at: <https://www.vis-dhs.com/employerregistration>. It is recommended that employers review the sample "memorandum of understanding" available at the website prior to registering.



REQUEST FOR PROPOSAL

2015.280

HOUSING

Temporary Assistance for Needy Families (TANF) Colorado Works Program

OFFEROR'S STATEMENT/SIGNATURE PAGE

I have read and fully understand all the special conditions herein set forth in the foregoing paragraphs, and by my signature set forth hereunder, I hereby agree to comply with all said special conditions as stated or implied. In consideration of the above statement, the following proposal is hereby submitted.

WE, THE UNDERSIGNED, HEREBY ACKNOWLEDGE RECEIPT OF

Addenda # None through Addenda # _____
(If None, Please write NONE)

Almost Home Inc.
Company Name

231 N. Main Street
Address

Brighton, CO 80601
City, State, Zip Code

Adams
County

(303) 659-6199
Telephone

Terry@almosthomeonline.org
E-mail Address

September 18, 2015
Date

[Signature]
Name and Signature of Authorized Person

Terry M. Moore
Printed Name

Executive Director
Title

303-659-8859
Fax

EXHIBIT A

(All Documents following this page of the Agreement)

Exhibit:

1. RFP 2015.280 Scope of Services

EXHIBIT A
ADAMS COUNTY FORMAL REQUEST FOR PROPOSAL
2015.280

HOUSING
Temporary Assistance for Needy Families (TANF)
Colorado Works Program

All Documents and Addendums related to this RFP
will be posted on the Rocky Mountain Bid System at:
<http://www.rockymountainbidsystem.com/Bids/ViewOpenSolicitations.asp>

RFP Issuance Date:
Friday, September 4, 2015

Written questions regarding this RFP will be accepted through
September 10, 2015
by 2:00 p.m.

RFP Opening Date:
September 22, 2015
Time: 4:00 p.m.

Location: Adams County Government Center
Purchasing Division
4430 South Adams County Parkway
Brighton, CO 80601



ADAMS COUNTY
COLORADO

THE RFP OPENING WILL ONLY ANNOUNCE THE NAMES OF THE OFFERORS WHO SUBMITTED A
PROPOSAL. ALL OFFERORS WILL BE NOTIFIED IF THERE ARE ANY QUESTIONS WITH THEIR
RESPONSE. ALL OFFERORS WILL BE NOTIFIED OF THE AWARDED OFFEROR.

GENERAL INSTRUCTIONS

1. Adams County Board of Commissioners (BOCC) through its Purchasing Department is seeking the services of qualified organizations to assist Adams County Government in serving TANF eligible families, who are low-income and in need of services in accordance with the Colorado Works Program Act §§ 26-2-701, et seq., C.R.S. for Adams County Human Services Department (ACHSD). Services for families should provide safety and potential for client growth.

2. All documents and addendums related to this RFP will be posted on the Rocky Mountain Bid System at:
<http://www.rockymountainbidsystem.com/Bids/ViewOpenSolicitations.asp>

- 2.1 Offeror must register with this service to receive these documents.
- 2.2 This service is offered free or with an annual fee for automatic notification services.
- 2.3 Addendums may be issued at any time prior to the time set for receipt of proposals.
3. Written questions relating to RFP 2015.280 must be reduced to writing, and sent to the County's Purchasing Division of Finance to the attention of the Purchasing Agent by e-mail at hellis@adccogov.org until the close of business on or before, September 10, 2015, by 2:00 p.m.

4. Proposals

- 4.1. Sealed proposals for consideration will be received at the office of the Purchasing Division of Finance at the Adams County Government Center, 4430 South Adams County Parkway, Fourth Floor, Brighton Colorado 80601, up to 4:00 p.m., Tuesday, September 22, 2015.
- 4.2. The RFP opening time shall be according to the County receptionist's clock on the first floor, at this time only the names of the offerors submitting proposals will be read out loud.
- 4.3. Proposals may be mailed or delivered in person, and **must be** in a sealed envelope clearly labeled with the submitting Company's Name, RFP number, the project name, date and time of the RFP opening.
- 4.4. No proposal will be accepted after the time and date established, per section 4.1 above, except by written addenda.

- 4.5. **Format.** Offeror must submit sealed proposal in **one (1) original copy, five (5) unbounded hardcopies**, and a copy on CD formatted as a single .pdf file. Proposal should not exceed **ten (10)** pages for the technical proposal excluding the RFP required signed pages, the front and back cover, and appendices, including the fee schedule. Proposal pages should be single sided, on 8.5" x 11" size paper, in a single column, and typed with a minimum of twelve (12)-font. Brochures and Appendices can be used, or other supportive documents may be included with the proposal narrative.

- 4.6. The two (2) required signature pages at the end of this document "OFFEROR'S CERTIFICATION OF COMPLIANCE" Pursuant to Colorado Revised Statute (C.R.S.), § 8-17.5-101, *et. seq.*, as amended 5/13/08 and the "OFFEROR'S SIGNATURE PAGE" acknowledging the receipt of addendum(s), if applicable, must be signed and included as part of the proposal packet.
- 4.7. Proposal may not be withdrawn after date and hour set for closing. Failure to enter into an agreement or honor an issued purchase order will be cause for removal of Offeror's name from the County's Vendor's List for a period of twelve (12) months from the date of this RFP opening.
- 4.8. The County reserves the right to shortlist from the submitting Offerors, conduct interviews and/or negotiations.
- 4.9. In submitting the proposal, the Offeror agrees that acceptance of any or all proposals by the Purchasing Division of Finance within a reasonable time or period constitutes an agreement. No delivery shall become due or be accepted unless a purchase order shall first have been issued by the Purchasing Division.
- 4.10. The County assumes no responsibility for late deliveries of mail on behalf of the United States Post Office or any other delivery system.
- 4.11. The County assumes no responsibility for proposals being either opened early or improperly routed if the envelope is not clearly marked on the outside with the RFP number and solicitation name.
- 4.12. In the event of a situation severe enough to cause the Adams County Board of Commissioners to close The County Offices for any reason, the Purchasing Manager has the prerogative of rescheduling the RFP opening time and date. No proposal will be considered above all other proposals by having met the RFP opening time and date requirements to the exclusion of those who were unable to present their proposal due to a situation severe enough to cause the Commissioners to close the County Offices.
- 4.13. Proposals must be furnished in the format described in Section 4.5 above. Failure to submit proposal in the format described in Section 4.5 above may be cause for rejection of the proposal. Proposals must be furnished exclusive of taxes.
- 4.14. No award will be made to any person, firm or corporation that is in arrears upon any obligation to the County.
- 4.15. If submitting a joint venture proposal or a proposal involving a partnership arrangement, articles of partnership stating each partner's responsibilities shall be furnished and submitted with the proposal.

- 4.16. The County reserves the right to waive any irregularities or informalities, and the right to accept or reject any and all proposals, including but not limited to:
- 4.16.1. Any Proposal which does not meet bonding requirements, or,
 - 4.16.2. Proposals which do not furnish the quality, or,
 - 4.16.3. Offer the availability of materials, equipment or services as required by the specifications, description or scope of services, or,
 - 4.16.4. Proposals from Offerors who lack experience or financial responsibility, or,
 - 4.16.5. Proposals which are not made to form.
- 4.17. The Board of County Commissioners may rescind the award of any proposal within one (1) week thereof or at its next regularly scheduled meeting; whichever is later, when the public interest will be served thereby.
- 4.18. Issuance of this solicitation does not commit the County to award any Agreement or to procure any equipment, materials or services.
- 4.19. If a formal Agreement is required, the Offeror agrees and understands a Notice of Award does not constitute an Agreement or create a property interest of any nature until an Agreement is signed by the awardee and the Board of County Commissioners and/or their authorized designee.
- 4.20. Only sealed proposals received by the Purchasing Division of Finance will be accepted; proposals submitted telephonic, E-mail, or facsimile machines are not acceptable.
5. Adams County is an equal opportunity employer.
6. The County ensures that Disadvantaged Business Enterprises will be afforded full opportunity to submit a proposal in response to all invitations and will not be discriminated against on the grounds of race, color, national origin, age, gender, or disability in consideration for an award.
7. **INSURANCE:** The Offeror agrees to maintain insurance of the following types and amounts:
- 7.1. Commercial General Liability Insurance: to include products liability, completed operations, contractual, broad form property damage and personal injury.
 - 7.1.1. Each Occurrence \$1,000,000
 - 7.1.2. General Aggregate \$2,000,000
 - 7.2. Comprehensive Automobile Liability Insurance: to include all motor vehicles owned, hired, leased, or borrowed.
 - 7.2.1. Bodily Injury/Property Damage \$1,000,000 (each accident)
 - 7.2.2. Personal Injury Protection Per Colorado Statutes
 - 7.3. Workers' Compensation Insurance: Per Colorado Statutes
 - 7.4. Professional Liability Insurance: to include coverage for damages or claims for damages arising out of the rendering, or failure to render, any professional services.
 - 7.4.1. Each Occurrence \$1,000,000

7.4.2. This insurance requirement applies only to Offeror who are performing services under this Agreement as professionals licensed under the laws of the State of Colorado, such as physicians, lawyers, engineers, nurses, mental health providers, and any other licensed professionals.

7.5. The Offeror's commercial general liability, and comprehensive automobile liability insurance policies and/or certificates of insurance shall be issued to include Adams County as an "additional insured," and shall include the following provisions:

7.5.1. Underwriters shall have no right of recovery or subrogation against the County, it being the intent of the parties that the insurance policies so affected shall protect both parties and be primary coverage for any and all losses resulting from the actions or negligence of the Offeror.

7.5.2. The insurance companies issuing the policy or policies shall have no response against the County for payment of any premiums due or for any assessments under any form of any policy.

7.5.3. Any and all deductibles contained in any insurance policy shall be assumed by and at the sole risk of the Offeror.

7.6. All insurers of the Offeror must be licensed or approved to do business in the State of Colorado. Upon failure of the Offeror to furnish, deliver and/or maintain such insurance as provided herein, the Agreement, at the election of the County, may be immediately declared suspended, discontinued, or terminated. Failure of the Offeror in obtaining and/or maintaining any required insurance shall not relieve the Offeror from any liability under the Agreement, nor shall the insurance requirements be construed to conflict with the obligations of the Offeror concerning indemnification.

7.7. Each insurance policy herein required shall be endorsed to state that coverage shall not be suspended, voided, or canceled without thirty (30)-days prior written notice by certified mail, return receipt requested, to the County.

7.8. At any time during the term of the Agreement, the County may require the Offeror to provide proof of the insurance coverage's or policies required under the Agreement.

7.9. The Offeror shall not commence work under the agreement until they have submitted to the County and received approval thereof, certificates of insurance showing that they have complied with the foregoing insurance.

7.10. All referenced insurance policies and/or certificates of insurance shall be issued to include Adams County as an "additional insured." The name of the RFP or project must appear on the certificate of insurance.

7.11. Underwriters shall have no right of recovery or subrogation against the County, it being the intent of the parties that the insurance policies so affected shall protect both parties and be primary coverage for any and all losses covered by the described insurance.

- 7.12. The clause entitled "Other Insurance Provisions" contained in any policy including the County as an additional insured shall not apply to the County.
- 7.13. The insurance companies issuing the policy or policies shall have no response against the County for payment of any premiums due or for any assessments under any form of any policy.
- 7.14. Any and all deductibles contained in any insurance policy shall be assumed by and at the sole risk of the Offeror.
- 7.15. If any of the said policies shall be or at any time become unsatisfactory to the County as to form or substance, or if a company issuing any such policy shall be or at any time become unsatisfactory to the County, the Offeror shall promptly obtain a new policy, submit the same to the Purchasing Division Manager of Adams County for approval and thereafter submit a certificate of insurance as herein above provided. Upon failure of the Offeror to furnish, deliver and maintain such insurance as provided herein, the agreement, at the election of the County, may be immediately declared suspended, discontinued or terminated. Failure of the Offeror in obtaining and/or maintaining any required insurance shall not relieve the Offeror from any liability under the agreement, nor shall the insurance requirements be construed to conflict with the obligations of the Offeror concerning indemnification.
8. Offeror shall comply with the requirements of the Occupational Safety and Health Act (OSHA) and shall review and comply with the County's safety regulations while on any County property. Failure to comply with any applicable federal, state or local law, rule, or regulation shall give the County the right to terminate this agreement for cause.
9. **COMPLIANCE WITH C.R.S. § 8-17.5-101, ET. SEQ. AS AMENDED 5/13/08:**
Pursuant to Colorado Revised Statute (C.R.S.), § 8-17.5-101, *et. seq.*, as amended 5/13/08, the Offeror shall meet the following requirements prior to signing the Agreement (purchase of service agreement) and for the duration thereof:
- 9.1. The Offeror shall certify participation in the E-Verify Program (the electronic employment verification program that is authorized in 8 U.S.C. § 1324a and jointly administered by the United States Department of Homeland Security and the Social Security Administration, or its successor program) or the Department of Labor and Employment pursuant to C.R.S. § 8-17.5-102(5)) on the attached certification.
- 9.2. The Offeror shall not knowingly employ or contract with an illegal alien to perform work under the purchase of service agreement.
- 9.3. The Offeror shall not enter into a contract with a subcontractor that fails to certify to the Offeror that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under the purchase of service agreement.

9.4. At the time of signing the purchase of service agreement, the Offeror has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under the purchase of service agreement through participation in either the E-Verify Program or the Department Program.

9.5. The Offeror shall not use either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while the purchase of service agreement is being performed.

9.6. If Offeror obtains actual knowledge that a subcontractor performing work under purchase of service agreement knowingly employs or contracts with an illegal alien, the Offeror shall: notify the subcontractor and the County within three (3) days that the Offeror has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and terminate the subcontract if within three (3) days of receiving the notice required pursuant to the previous paragraph, the subcontractor does not stop employing or contracting with the illegal alien; except that the Offeror shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

9.7. Offeror shall comply with any reasonable requests by the Department of Labor and Employment (the Department) made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. § 8-17.5-102(5).

9.8. If Offeror violates this Section, of the Agreement, the County may terminate the Agreement for breach of contract. If the Agreement is so terminated, the Offeror shall be liable for actual and consequential damages to the County.

10. **COOPERATIVE PURCHASING:** Adams County encourages cooperative purchasing in an effort to assist other agencies to reduce their cost of bidding and to make better use of taxpayer dollars through volume purchasing. Contractor(s) may, at their discretion, agree to extend the prices and/or terms of the resulting award to other state or local government agencies, school districts, or political subdivisions in the event they would have a need for the same product/service. Usage by any entity shall not have a negative impact on Adams County in the current term or in any future terms. The Contractor(s) must deal directly with any governmental agency concerning the placement of purchase orders/agreements, freight/delivery charges, contractual disputes, invoices, and payments. Adams County shall not be liable for any costs or damages incurred by any other entity.

End General Information

10. STATEMENT AND SCOPE OF SERVICES

Scope of Services:

Adams County Board of Commissioners (BOCC) through its Purchasing Department is seeking the services of qualified organizations to assist Adams County Government in serving TANF eligible families, who are low-income and in need of services in accordance with the Colorado Works Program Act §§ 26-2-701, et seq., C.R.S. for Adams County Human Services Department (ACHSD). Services for families should provide safety and potential for client growth. Hispanic bilingual services required.

Offerors must provide a list of categories of services, and the average number of families/children expected to receive each service for a twelve (12) month period.

Offeror's primary services and responsibilities will include:

- Emergency shelter

- Transitional housing

- Assistance with long-term affordable housing

- Motel voucher assistance

- Utility assistance

- Case management services

- Ability to process checks at the request of ACHSD with funds reimbursed through a potential agreement

Offeror's highly desired services include:

- Clothing assistance

- Food bank assistance

- Child care

- GED classes and financial education

- Job placement services

11. SCOPE OF WORK:

The qualified Offeror program will be fully operational by January 1, 2016, and be required to provide a combination of several, if not all of the following services:

- Provide counseling and demonstrate expertise in housing issues.

- Provide emergency shelter, housing, homeless prevention, and/or transitional

housing services for low-income TANF/TANF eligible Adams County families

who are homeless, or in danger of homelessness. The Offeror will be

responsible to evaluate and refer families that they cannot help to other

community agencies' and ACHSD for other services such as LEAP, Food

Assistance, and TANF.

- Provide "Direct Assistance" to clients for emergency rent or mortgage needs,

initial month's rent and deposits, as well as application fees, credit and

background check fees, or other housing related needs; exceptions shall be

authorized by ACHSD on an individual case basis.

- Distribute monies out of a "Contingency Fund" to families referred by ACHSD. Prior to distribution the Offeror shall receive written authorization from the ACHSD TANF Contract Section. Contingency monies are for the purpose of housing and family stability, and self-sufficiency needs such as utilities and keeping a car running in order to maintain employment. These funds often go to families with child welfare involvement or other social service related involvement. Families referred under this clause may or may not meet the contractor criteria but are TANF eligible and ACHSD will maintain the verification and file for the case. ACHSD will submit a Contingency form that has pertinent information for the offeror, such as the amount of the payment and the payee, what the payment is for, specific instructions and family identification information and demographic data. The Offeror will route payments to families in a timely manner as agreed upon between the contractor and ACHSD (usually within two business days).
- Have the ability to process up to twenty-five (25) checks per month with a total value of \$25,000 at the request of ACHSD for families in need. Ability to do this on a reimbursement basis that may take up to sixty (60) days from date of check issuance. If this exceeds what your agency can do, provide the amount that your agency can distribute monthly with a sixty (60) day reimbursement period. This amount includes Direct Assistance provided for TANF eligible families at the discretion of the Offeror, and check requests directed by ACHSD.
- Have at least five years history serving low-income families with similar services and understand Adams County community resources and how to access them.
- Understand the TANF federal statutes and regulations, Colorado Works statutes and regulations and abide by Adams County policies and procedures and ethics policy.
- Understand child welfare report requirements.
- Cooperate with Adams County staff and contracted programs and community partners to help families receive services.
- Be responsible for providing outstanding customer service to participants and ACHSD staff. The Offeror shall treat participants from an advocate perspective and philosophy.

12. Additional Services:

- The Offeror will review a criminal background inquiry (CBI) report for negative information, such as a criminal history and discrepancies between what an applicant claims and what is reported by schools, prior employers and other pertinent parties for all staff assigned to this project. The Offeror will compare the criminal history to the applicant's job qualifications in order to evaluate the applicant's ability to do the designated job, to ensure that the public, the County, fellow employees, and families served in the program are safe and protected from harm. The period for state CBI's is five (5) years; if the applicant has lived out of state in the prior five (5) year's, a nationwide CBI should be conducted.
- Provide adequate office space, meeting space, computer, printer, access to copying, file cabinets, direct telephone lines and telephones, direct fax line and fax machine, postage, and electronic mail access. This cost must be included in the total cost of this program.

13. RESPONSIBILITIES OF THE COUNTY

The County shall refer families for the use of contingency funds to Offeror who opt to provide these services. The County may also refer families/individuals for services detailed in the Offeror's proposal.

14. REPORTS

The Offeror will be responsible for submitting and coordinating with the County Project Manager monthly reports summarizing the services provided to families and outcome data. Reports shall include, but not be limited to:

- The number of families served and types of services provided including number of families and individuals served with safe housing and the number of nights of safe housing
- The number of hours of individual counseling and or education provided
- The number of hours of group counseling and or education provided
- Information on rental assistance or other assistance provided, including client names, Social Security numbers, and dates of service
- All reporting formats, due dates, and content shall be designated or approved by the County Project Manager

15. INVOICE BILLING

Offeror must submit detailed invoices to the Project Manager for the previous month of service. Invoices and reports will be required to be submitted at the same time. Offeror must submit detailed monthly invoice billing statements, to include, the dates and types of services.

16. TERM OF THE AGREEMENT:

The term of the contract is one (1) year from date of award or the Effective Date, whichever is later. The County reserves the right to extend the term of the services for the period specified in Statement of Services. The County may extend the term of the agreement, in two (2), one (1) year increments, by written notice to the Offeror by the expiration date of the agreement or within 30 days after funds are made available for exercising the option, whichever is later.

17. INCIDENT REPORT REQUIREMENT

The Offeror shall report all incidents of suspected theft, fraud, or other employee misconduct to County Purchasing Manager and the County Project Manager immediately upon discovery, of each incident. This applies to employees and contracted employees for the Offeror who will be providing services or who will be handling confidential materials, supplies, or monies, for the County under the awarded agreement. The Offeror, employee and contracted employees must comply and cooperate with the County on requests for information and assistance relevant to each incident reported and any ensuing investigation.

18. CONFIDENTIAL INFORMATION-COUNTY RECORDS

Offeror, its employees and contracted employees shall comply with the County's terms if it becomes privy to confidential information in connection with its performance hereunder. Confidential information includes, but is not necessarily limited to, any county records, personnel records, and information concerning individuals. Such information shall not include information required to be disclosed pursuant to the Colorado Open Records Act, CRS §24-72-101, et seq.

19. NOTIFICATION

Offeror shall notify its agent, employees, subcontractors and assignees who may come into contact with County records and confidential information that each is subject to the confidentiality requirements set forth herein, and shall provide each with a written explanation of such requirements before permitting them to access such records and information.

20. USE, SECURITY, AND RETENTION

Confidential information of any kind shall not be distributed or sold to any third party or used by Offeror or its agents in anyway, except as approved in writing by the County. Offeror shall provide and maintain a secure environment that ensures confidentiality of all County records and other confidential information wherever located. Confidential information shall not be retained in any files or otherwise by Offeror or its agents, except as permitted in the Agreement or approved in writing by County.

21. DISCLOSURE-LIABILITY

Disclosure of County records or other confidential information by Offeror for any reason may be cause for legal action by third parties against Offeror, County or their respective agents. Offeror shall indemnify, save, and hold harmless County its employees and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees and related costs, incurred as a result of any act or omission by Offeror, or its employees, agents, subcontractors, or assignees.

22. STANDARD AND MANNER OF PERFORMANCE

Offeror shall perform its obligations in accordance with the highest standards of care, skill and diligence in Offeror's industry, trade, or profession and in the sequence and manner set forth in the scope of work.

23. FEE SCHEDULE

The Offeror must submit fees in the format of the **Fee Schedule (Attachment A)** for the initial year of the award, and two (2) option years. A separate Fee Schedule should be provided for each year. The Offeror's fees for the options years will be used for evaluation and award consideration.

24. CONFLICT OF INTEREST:

The Offeror warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services being required under the solicitation.

25. INDEPENDENT OFFEROR:

Offeror shall perform its duties hereunder as an independent contractor and not as an employee. Neither Offeror nor any agent or employee of Offeror shall be deemed to be an agent or employee of the County. Offeror and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the County and the County shall not pay for or otherwise provide such coverage for Offeror or any of its agents or employees. Unemployment insurance benefits will be available to Offeror and its employees and agents only if such coverage is made available by Offeror or a third party. Offeror shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to the Agreement.

Offeror shall not have authorization, express or implied, to bind the County to any agreement, liability or understanding, except as expressly set forth in the agreement. Offeror shall (a) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (b) provide proof thereof when requested by the County, and (c) be solely responsible for its acts and those of its employees and agents.

26. NONDISCRIMINATION:

The Offeror shall not discriminate against any employee or qualified applicant for employment because of age, race, color, religion, marital status, disability, sex, or national origin. The Offeror agrees to post in conspicuous places, available to employees and applicants for employment, notices provided by the local public agency setting forth the provisions of this nondiscrimination clause. The County is an equal opportunity employer. The Offeror will cause the foregoing provisions to be inserted in all subcontracts for any work covered by the Agreement, so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

27. SUPPLEMENTAL FEDERAL PROVISIONS - (FFATA)
(Section following this page)

State of Colorado Supplemental Provisions for Federally Funded Contracts, Grants, and Purchase Orders Subject to The Federal Funding Accountability and Transparency Act of 2006 (FFATA), As Amended Revised as of 3-20-13

The contract, grant, or purchase order to which these Supplemental Provisions are attached has been funded, in whole or in part, with an Award of Federal funds. In the event of a conflict between the provisions of these Supplemental Provisions, the Special Provisions, the contract or any attachments or exhibits incorporated into and made a part of the contract, the provisions of these Supplemental Provisions shall control.

1. Definitions. For the purposes of these Supplemental Provisions, the following terms shall have the meanings ascribed to them below.

- 1.1.1. Grants;
- 1.1.2. Contracts;
- 1.1.3. Cooperative agreements, which does not include cooperative research and development agreements (CRDA) pursuant to the Federal Technology Transfer Act of 1986, as amended (15 U.S.C. 3710);
- 1.1.4. Loans;
- 1.1.5. Loan Guarantees;
- 1.1.6. Subsidies;
- 1.1.7. Insurance;
- 1.1.8. Food commodities;
- 1.1.9. Direct appropriations;
- 1.1.10. Assessed and voluntary contributions; and
- 1.1.11. Other financial assistance transactions that authorize the expenditure of Federal funds by non-Federal Entities.

Award **does not** include:

- 1.1.12. Technical assistance, which provides services in lieu of money;
- 1.1.13. A transfer of title to Federally-owned property provided in lieu of money; even if the award is called a grant;
- 1.1.14. Any award classified for security purposes; or
- 1.1.15. Any award funded in whole or in part with Recovery funds, as defined in section 1512 of the American Recovery and Reinvestment Act (ARRA) of 2009 (Public Law 111-5).

1.2. "Contract" means the contract to which these Supplemental Provisions are attached and includes all Award types in §1.1.1 through 1.1.11 above.

1.3. Contractor" means the party or parties to a Contract funded, in whole or in part, with Federal financial assistance, other than the Prime Recipient, and includes grantees, subgrantees, Subrecipients, and borrowers. For purposes of Transparency Act reporting, Contractor does not include Vendors.

1.4. **Data Universal Numbering System (DUNS) Number** means the nine-digit number established and assigned by Dun and Bradstreet, Inc. to to uniquely identify a business entity. Dun and Bradstreet' website may be found at: <http://fedgov.dnb.com/webform>.

1.5. **"Entity"** means all of the following as defined at 2 CFR part 25, subpart C;

- 1.5.1. A governmental organization, which is a State, local government, or Indian Tribe;
- 1.5.2. A foreign public entity;
- 1.5.3. A domestic or foreign non-profit organization;
- 1.5.4. A domestic or foreign for-profit organization; and
- 1.5.5. A Federal agency, but only a Subrecipient under an Award or Subaward to a non-Federal entity.

1.6. **"Executive"** means an officer, managing partner or any other employee in a management position.

1.7. **"Federal Award Identification Number (FAIN)"** means an Award number assigned by a Federal agency to a Prime Recipient.

1.8. **"FFATA"** means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252. FFATA, as amended, also is referred to as the "Transparency Act."

1.9. **"Prime Recipient"** means a Colorado State agency or institution of higher education that receives an Award.

1.10. **"Subaward"** means a legal instrument pursuant to which a Prime Recipient of Award funds awards all or a portion of such funds to a Subrecipient, in exchange for the Subrecipient's performance of all or any portion of the substantive project or program for which the Award was granted.

1.11. **"Subrecipient"** means a non-Federal Entity (or a Federal agency under an Award or Subaward to a non-Federal Entity) receiving Federal funds through a Prime Recipient to support the performance of the Federal project or program for which the Federal funds were awarded. A Subrecipient is subject to the terms and conditions of the Federal Award to the Prime Recipient, including program compliance requirements. The term "Subrecipient" includes and may be referred to as Subgrantee.

1.12. **"Subrecipient Parent DUNS Number"** means the subrecipient parent organization's 9-digit Data Universal Numbering System (DUNS) number that appears in the subrecipient's System for Award Management (SAM) profile, if applicable.

1.13. **"Supplemental Provisions"** means these Supplemental Provisions for Federally Funded Contracts, Grants, and Purchase Orders subject to the Federal Funding Accountability and Transparency Act 2006, As Amended, as may be revised pursuant to ongoing guidance from the relevant Federal or State of Colorado agency or institution of higher education.

1.14. "System for Award Management (SAM)" means the Federal repository into which an Entity must enter the information required under the Transparency Act, which may be found at <http://www.sam.gov>.

1.15. "Total Compensation" means the cash and noncash dollar value earned by an Executive during the Prime Recipient's or Subrecipient's preceding fiscal year and includes the following:

1.15.1. Salary and bonus;

1.15.2. Awards of stock, stock options, and stock appreciation rights, using the

dollar recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2005) (FAS 123R), Shared Based Payments;

1.15.3. Earnings for services under non-equity incentive plans, not including

group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of Executives and are available generally to all salaried employees;

1.15.4. Change in present value of defined benefit and actuarial pension plans;

1.15.5. Above-market earnings on deferred compensation which is not tax-

qualified;

1.16. "Transparency Act" means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252. The Transparency Act also is referred to as FFATA.

1.17. "Vendor" means a dealer, distributor, merchant or other seller providing property or services required for a project or program funded by an Award. A Vendor is not a Prime Recipient or a Subrecipient and is not subject to the terms and conditions of the Federal award. Program compliance requirements do not pass through to a Vendor.

2. Compliance. Contractor shall comply with all applicable provisions of the Transparency Act and the regulations issued pursuant thereto, including but not limited to these Supplemental Provisions. Any revisions to such provisions or regulations shall automatically become a part of these Supplemental Provisions, without the necessity of either party executing any further instrument. Adams County may provide written notification to Contractor of such revisions, but such notice shall not be a condition precedent to the effectiveness of such revisions.

3. System for Award Management (SAM) and Data Universal Numbering System (DUNS) Requirements.

3.1. SAM. Contractor shall maintain the currency of its information in SAM until the Contractor submits the final financial report required under the Award or receives final payment, whichever is later. Contractor shall review and update SAM information at least annually after the initial registration, and more frequently if required by changes in its information.

3.2. DUNS. - Contractor shall provide its DUNS number to its Prime Recipient, and shall update Contractor's information in Dun & Bradstreet, Inc. at least annually after the initial registration, and more frequently if required by changes in Contractor's information.

4. Total Compensation. Contractor shall include Total Compensation in SAM for each of its five most highly compensated Executives for the preceding fiscal year if:

4.1. The total Federal funding authorized to date under this award is \$25,000 or more; and

4.2. In the preceding fiscal year, Contractor received:

4.2.1. 80% or more of its annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and

4.2.2. \$25,000,000 or more in annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and

4.3. The public does not have access to information about the compensation of the Executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986.

5. Reporting. Contractor shall report data elements to SAM and to the Prime Recipient as required in §7 below if Contractor is a Subrecipient for the Award pursuant to the Transparency Act. No direct payment shall be made to Contractor for providing any reports required under these Supplemental Provisions and the cost of producing such reports shall be included in the Contract price. The reporting requirements in §7 below are based on guidance from the US Office of Management and Budget (OMB), and as such are subject to change at any time by OMB. Any such changes shall be automatically incorporated into this Contract and shall become part of Contractor's obligations under this Contract, as provided in §2 above. The Colorado Office of the State Controller will provide summaries of revised OMB reporting requirements at <http://www.colorado.gov/dpa/dftp/sco/FFATA.htm>.

6. Effective Date and Dollar Threshold for Reporting. The effective date of these Supplemental Provisions apply to new Awards as of October 1, 2010. Reporting requirements in §7 below apply to new Awards as of October 1, 2010, if the initial award is \$25,000 or more. If the initial Award is below \$25,000 but subsequent Award modifications result in a total Award of \$25,000 or more, the Award is subject to the reporting requirements as of the date the Award exceeds \$25,000. If the initial Award is \$25,000 or more, but funding is subsequently de-obligated such that the total award amount falls below \$25,000, the Award shall continue to be subject to the reporting requirements.

7. Subrecipient Reporting Requirements. If Contractor is a Subrecipient, Contractor shall report as set forth below.

7.1 ToSAM. A Subrecipient shall register in SAM and report the following data elements in SAM *for each* Federal Award Identification Number no later than the end of the month following the month in which the Subaward was made:

- 7.1.1 Subrecipient DUNS Number;
- 7.1.2 Subrecipient DUNS Number + 4 if more than one electronic funds transfer (EFT) Account;
- 7.1.3 Subrecipient Parent DUNS Number;
- 7.1.4 Subrecipient's address, including: Street Address, City, State, Country, Zip + 4, and Congressional District;
- 7.1.5 Subrecipient top 5 highly compensated Executives if the criteria in §4 above are met;
- 7.1.6 Subrecipient Total Compensation of top 5 highly compensated Executives if criteria in §4 met.

7.2 To Prime Recipient. A Subrecipient shall report to its Prime Recipient, upon the effective date of the Contract, the following data elements:

- 7.2.1** Subrecipient's DUNS Number as registered in SAM.
- 7.2.2** Primary Place of Performance Information, including: Street Address, City, State, Country, Zip code + 4, and Congressional District.

8. Exemptions.

- 8.1** These Supplemental Provisions do not apply to an individual who receives an Award as a natural person, unrelated to any business or non-profit organization he or she may own or operate in his or her name.
- 8.2** A Contractor with gross income from all sources of less than \$300,000 in the previous tax year is exempt from the requirements to report Subawards and the Total Compensation of its most highly compensated Executives.
- 8.3** Effective October 1, 2010, "Award" currently means a grant, cooperative agreement, or other arrangement as defined in Section 1.1 of these Special Provisions. On future dates "Award" may include other items to be specified by OMB in policy memoranda available at the OMB Web site; Award also will include other types of Awards subject to the Transparency Act.
- 8.4** There are no Transparency Act reporting requirements for Vendors.

9. Event of Default. Failure to comply with these Supplemental Provisions shall constitute an event of default under the Contract and Adams County may terminate the Contract upon 30 days prior written notice if the default remains uncured five calendar days following the termination of the 30 day notice period. This remedy will be in addition to any other remedy available to the Adams County under the Contract, at law or in equity.