



Adams County Finance Department
Purchasing Division
4430 South Adams County Parkway
Brighton, Colorado 80601

REQUEST FOR PROPOSAL COVER SHEET 2026.831

RFP Issue Date: September 3, 2026

RFP Number: RFP-AR-2026.831

RFP Title: PATHWAY TO STABILITY (Formerly known as:
Temporary Respite Housing)

RFP Questions Due: September 10, 2026 at 4:00pm MT
Submit to arichards@adamscountyco.gov

Proposals will be Received Until: October 1, 2026 at 4:00pm MT

Proposals will be Received at: Electronically at
<https://www.bidnetdirect.com/colorado/adams-county>

For Additional Information Contact: Anna Richards
Contract Specialist III
arichards@adamscountyco.gov

Documents Included in this Package:

- Proposal Instructions
- General Terms and Conditions
- Scope of Work (SOW)/Specifications
- Pricing Form
- Submission Checklist
- Contractor's Statement
- Reference Form
- Term of Acceptance Form
- Sub-Contractor Form
- Prevailing Wage Vendor Information Form
- Appendix A** – Sample Agreement
- Appendix B** – Federal Funding Terms and Conditions



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REQUEST FOR PROPOSAL PROPOSAL INSTRUCTIONS

1. The Adams County Board of County Commissioners by and through its Purchasing Division of the Finance Department is accepting proposals for Pathways to Stability (Formerly known as: Temporary Respite Housing).
2. SUBMISSION OF PROPOSALS: The proposal must be received before the due date and time as specified in this solicitation. Adams County will only accept electronic submittals.

Proposals can be submitted at <https://www.bidnetdirect.com/colorado/adams-county>.

3. All documents related to this RFP will be posted on the Bidnet System at: <https://www.bidnetdirect.com/colorado/adams-county>

3.1. Interested parties must register with this service to receive these documents.

3.2. The County will not accept late Proposals for any reason, including force majeure events and technical difficulties. Proposers who do not successfully submit a Proposal by October 1, 2026 at 4:00pm MT in BidNet, will not be eligible for evaluation. If there are questions or if assistance is needed with BidNet, contact BidNet Support at 1-800-835-4603, Option 2, or support@bidnet.com.

4. TERM OF AGREEMENT: This is a one-year agreement with the option of four one-year renewals.

4.1. OPTION TO RENEW: Continuation of the Agreement beyond the initial period is a County prerogative and not a right of the Contractor. This prerogative will be exercised only when such continuation is clearly in the best interest of the County and upon budget approval.

5. PRE-PROPOSAL MEETING AND WALK-THROUGH IS: Not Applicable

6. CONTRACTUAL OBLIGATIONS

6.1. The successful Contractor will be required to sign an Agreement substantially similar to the Agreement form in Appendix A. The County reserves the right to add or delete provisions to the form prior to Agreement execution.

6.2. Issuance of this solicitation does not commit the County to award any Agreement or to procure or Agreement for any equipment, materials or services.

- 6.3. If a formal Agreement is required, the Contractor agrees and understands that 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.
- 6.4. Contractor is responsible for reviewing the form Agreement and understanding the terms and conditions contained therein, including, but not limited to, insurance requirements, indemnification, equal opportunity, non-appropriation, and termination.
- 6.5. Contractor's Response must state its willingness to enter into the form Agreement or Contractor shall identify and include any proposed revisions they have for the form Agreement. Any proposed revisions made by the Contractor after the County Notice of Intent to Award the Solicitation may be grounds for rescinding said Notice. The identification of willingness to enter into the standard Agreement is for general purposes at this time, but is part of the evaluation process and must be included. There may be negotiations on a project-by-project basis that provide further clarification.
- 6.6. Incorrect Pricing/Invoicing. As part of any award resulting from this process, Contractor(s) will discount all transactions as agreed. In the event the County discovers, through its Agreement monitoring process or formal audit process, that material or services were priced/invoiced incorrectly, Contractor(s) agree to promptly refund all overpayments and to pay all reasonable audit expenses incurred as a result of the non-compliance.
- 6.7. The County may, during the term of the Agreement and any extensions, request additional work at other locations throughout Adams County by the successful Contractor.
7. **METHOD OF AWARD** - It is the intent of the County to award an Agreement to the Contractor who provides the best value for Adams County.
 - 7.1. Evaluation criteria, other than costs, are evaluated first. After rating the written Responses, costs are then considered against trade-offs such as satisfaction of requirements in the Solicitation, qualifications and financial condition of the Contractor, risk and incentives.
 - 7.2. If it is in the best interest of the County, the Evaluation Committee may invite a limited number of Contractors to provide an oral presentation.

The County reserves the right to conduct negotiations with Contractors and to accept revisions of Responses. During this negotiation period, the County will not disclose any information derived from Responses submitted, or from discussions with other Contractors. Once an award is made, the Solicitation file and the Responses contained therein are in the public record.
8. Questions which arise during the Response preparation period regarding issues around this Solicitation, purchasing and/or award should be directed, via e-mail, to name and email stated within this solicitation. The Contractor submitting the question(s) shall be responsible for ensuring the question(s) is received by the County.

by the date listed above in the schedule of activities for submitting the question(s) regardless of the method of delivery.

9. Any official interpretation of this RFP must be made by an agent of the County's Purchasing Division who is authorized to act on behalf of the County. The County shall not be responsible for interpretations offered by employees of the County who are not agents of the County's Purchasing Division.
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.
11. 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.
12. BUDGET: Budget will not be disclosed.
13. DEBARMENT: By submitting this proposal, the Contractor warrants and certifies they are eligible to submit a proposal because their company and/or subcontract(s) is/are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in a transaction by any Federal, State, or local department or agency.
 - 13.1. Contractor must hold a current and active Unique Identifier Number through Sam.gov. Applicant must submit proof of active registration with submitted proposal. If proof of active registration is not provided, the proposal submittal may be deemed non-responsive.
14. TARIFFS:
 - 14.1. Suppliers requesting price increases due to tariff changes must provide detailed cost breakdowns, including the original tariff rates and the new imposed rates, supplier invoices, and other supporting documentation. The County reserves the right to audit supplier records to verify tariff-related costs. Any unverified or excessive increases shall not be accepted.
 - 14.2. Should tariffs be reduced or removed during the contract term, the contractor shall pass the cost savings on to the County through an equivalent price reduction. The contractor must notify the County within 30 days of any tariff reduction and submit revised pricing accordingly.

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REQUEST FOR PROPOSAL GENERAL TERMS AND CONDITIONS

1. **APPLICABILITY:** These General Terms and Conditions apply, but are not limited, to all bids, proposals, qualifications and quotations (hereinafter referred to as "Proposal" or "Response") made to Adams County (hereinafter referred to as "County") by all prospective Contractors, Contractors, bidders, firms, companies, publishers, consultants, or suppliers (herein after referred to as "Contractor" or "Contractors") in response, but not limited, to all Invitations to Bid, Requests for Proposals, Requests for Qualifications, and Requests for Quotations (hereinafter referred to as "Solicitation" or "Solicitations").
2. **CONTENTS OF PROPOSAL**
 - 2.1. **GENERAL CONDITIONS:** Contractors are required to submit their Proposals in accordance with the following expressed conditions:
 - 2.1.1. Contractors shall make all investigations necessary to thoroughly inform themselves regarding the plant and facilities affected by the delivery of materials and equipment as required by the conditions of the Solicitation. No plea of ignorance by the Contractor of conditions that exist or that may hereafter exist will be accepted as the basis for varying the requirements of the County or the compensation to the Contractor.
 - 2.1.2. Contractors are advised that all County Solicitations and Agreements are subject to all requirements contained in the County's Purchasing Division's Policies and state and federal statutes. When conflicts occur, the highest authority will prevail.
 - 2.1.3. Contractors are required to state exactly what they intend to furnish to the County in their Proposal and must indicate any variances to the terms, conditions, and specifications of this Solicitation no matter how slight. If variations are not stated in a Contractor's Proposal, it shall be construed that the Contractor's Proposal fully complies with all conditions identified in this Solicitation.
3. **Equal Opportunity:** The County intends and expects that the Contracting processes of the County and its Contractors provide equal opportunity without regard to gender, race, ethnicity, religion, age or disability and that its Contractors make available equal opportunities to the extent third parties are engaged to provide goods and services to the County as Subcontractors, Contractors, or otherwise. Accordingly, the Contractor shall not discriminate on any of the foregoing grounds in the performance of any Agreement awarded to the Contractor, and shall make available equal opportunities

to the extent third parties are engaged to provide goods and services in connection with performance of the Agreement. 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 Response.

4. **Colorado Open Records Act:** All documentation submitted in response to this solicitation will become the property of Adams County. All documentation maintained or kept by Adams County shall be subject to the Colorado Open Records Act. C.R.S. 24-72-201 *et. seq.* ("CORA"). Accordingly, respondents are discouraged from providing information that they consider confidential, privileged, and/or trade secrets as part of a response to this solicitation. Any portions of submissions that are reasonably considered confidential should be clearly marked as such. The County does not guarantee the confidentiality of any record(s).

Careful consideration should be given before submitting confidential information to the County. The Colorado Open Records Act permits public scrutiny of most materials collected in this solicitation process.

5. **CLARIFICATION AND MODIFICATIONS IN TERMS AND CONDITIONS**

- 5.1. Where there appears to be variances or conflicts between the General Terms and Conditions, any Special Terms and Conditions and the Scope of Work/Specifications outlined in this Solicitation, the Scope of Work/Specifications, and then the Special Terms and Conditions, will prevail.

- 5.1.1. If any Contractor contemplating submitting a Proposal under this Solicitation is in doubt as to the true meaning of the Scope of Work or any other portion of the Solicitation, the Contractor must submit a **written request** via email for clarification to the Point of Contact listed on the first page of this Solicitation. The Contractor submitting the request shall be responsible for ensuring that the request is received by the County prior to the deadline for submitting questions.

- 5.1.2. The County shall issue a written addendum if substantial changes which impact the technical submission of Proposals are required. A copy of such addenda will be available at the Bidnet System website. In the event of conflict with the original Solicitation documents, addenda shall supersede to the extent specified. Subsequent addenda shall supersede prior addenda only to the extent specified.

- 5.1.3. **ADDENDA: CONTRACTOR IS RESPONSIBLE FOR OBTAINING AND ACKNOWLEDGING ALL SUBSEQUENT ADDENDA VIA THE ROCKY MOUNTAIN E-PURCHASING SYSTEM (BIDNET). FAILURE TO SUBMIT ANY AND ALL SUBSEQUENT ADDENDUM/ADDENDA MAY DEEM THE CONTRACTOR NON-RESPONSIVE. EACH AND EVERY ADDENDUM TO BE SEPARATELY ACKNOWLEDGED.**

5.2. **PRICES CONTAINED IN PROPOSAL-DISCOUNTS, TAXES, COLLUSION**

- 5.2.1. Contractor agrees to hold submitted prices up to 120 days after bid due date.

5.2.2. Contractors may offer a cash discount for prompt payment. Discounts will be considered in determining the lowest net cost for the evaluation of Proposals; discounts for periods of less than twenty days, however, will not be considered in making an award. If no prompt payment discount is being offered, the Contractor shall enter a zero (0) for the percentage discount to indicate net thirty days. If the Contractor does not enter a percentage discount, it is hereby understood and agreed that the payment terms shall be net thirty days, effective on the date that the County receives an accurate invoice or accepts the products, whichever is the later date. Payment is deemed to be made on the date of the mailing of the check.

5.2.3. Contractors shall not include federal, state, or local excise or sales taxes in prices offered, as the County is exempt from payment of such taxes.

5.2.3.1. Federal Identification Number: 84-6000732

5.2.3.2. State of Colorado Tax Exempt Number: 98-03569

6. SIGNING PROPOSAL

6.1. Contractor, by affixing its signature to this Solicitation, certifies that its Proposal is made without previous understanding, agreement, or connection either with any persons, firms or corporations making a Proposal for the same items, or with the County. The Contractor also certifies that its Proposal is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action. To insure integrity of the County's public procurement process, all Contractors are hereby placed on notice that any and all Contractors who falsify the certifications required in conjunction with this section will be prosecuted to the fullest extent of the law.

7. PREPARATION AND SUBMISSION OF PROPOSAL

7.1. PREPARATION

7.1.1. The Proposal must be typed or legibly printed in ink. All corrections made by the Contractor must be initialed by the authorized agent of the Contractor.

7.1.2. Proposals must contain the signature of an authorized agent of the Contractor in the space provided on the Contractor's Statement page. The Contractor's Statement of this Solicitation must be included in Proposal response. If the Contractor's authorized agent fails to sign and return the original Contractor's Statement page of the Solicitation, its Proposal may be considered invalid.

7.1.3. Alternate Proposals will not be considered unless expressly permitted in the Scope of Work.

- 7.1.4. The accuracy of the Proposal is the sole responsibility of the Contractor. No changes in the Proposal shall be allowed after the date and time that submission of the Proposals is due.

7.2. SUBMISSION

- 7.2.1. The Proposal shall be submitted via the Bidnet Direct System. The County's Pricing Form, which is attached to this Solicitation, must be used when the Contractor is submitting its Proposal. The Contractor shall not alter this form (e.g. add or modify categories for posting prices offered) unless expressly permitted in the Solicitation or in an addendum duly issued by the County. Only proposals received by the Purchasing Division of the Finance Department will be accepted; proposals submitted telephone, email, or facsimile machines are not acceptable.
- 7.2.2. Failure to provide any requested information may result in the rejection of the Proposal as non-responsive.
- 7.2.3. Proposal must be submitted in the format supplied and/or described by the County. Failure to submit in the format provided may be cause for rejection of the proposal. Proposals must be furnished exclusive of taxes.
- 7.2.5 Contractor is responsible for ensuring their Proposal is received by the Purchasing Division prior to the deadline outlined in the solicitation regardless of the method of delivery. Contractors, which qualify their Proposal by requiring alternate Contractual terms and conditions as a stipulation for Agreement award, must include such alternate terms and conditions in their Response. The County reserves the right to declare a Contractor's Proposal as non-responsive if any of these alternate terms and conditions is in conflict with the County's terms and conditions, or if they are not in the best interests of the County.

8. LATE PROPOSALS

- 8.1. Proposals received after the date and time set for the opening shall be considered non-responsive and may be returned unopened to the Contractor.
- 8.2. Allow ample time to upload your proposals. The County assumes no responsibility for any IT related issues that occur.
- 8.3. The County assumes no responsibility for a Proposal being either opened early or improperly routed if not submitted into the Bidnet System properly.

9. MODIFICATION AND WITHDRAWAL OF PROPOSALS

- 9.1. MODIFICATIONS TO PROPOSALS. Proposals may only be modified in the form of a written notice on Contractor letterhead and must be received prior to the time and date set for the Proposals to be opened. If more than one modification is submitted, the modification bearing the latest date of receipt by the County's Purchasing Division will be considered the valid modification.

9.2. **WITHDRAWAL OF PROPOSALS.** Proposals may be withdrawn in the form of a written notice on Contractor letterhead and must be received prior to the time and date set for the opening of Proposals. Any withdrawal of a Proposal submitted to Adams County Purchasing Division must contain the Contractor's name and contact information.

9.2.1. Proposals may not be withdrawn after the time and date set for the opening for a period of ninety calendar days. If a Proposal is withdrawn by the Contractor during this ninety-day period, the County may, at its option, suspend the Contractor and may not accept any Proposal from the Contractor for a six-month period following the withdrawal.

10. REJECTION OF PROPOSALS

10.1. **REJECTION OF PROPOSALS.** The County may, at its sole and absolute discretion:

10.1.1. Reject any and all, or parts of any or all, Proposals submitted by prospective Contractors;

10.1.2. Re-advertise this Solicitation;

10.1.3. Postpone or cancel the process;

10.1.4. Waive any irregularities in the Proposals received in conjunction with this Solicitation; and/or

10.2. **REJECTION OF A PARTICULAR PROPOSAL.** In addition to any reason identified above, the County may reject a Proposal under any of the following conditions:

10.2.1. The Contractor misstates or conceals any material fact in its Proposal;

10.2.2. The Contractor's Proposal does not strictly conform to the law or the requirements of the Solicitation;

10.2.3. The Proposal expressly requires or implies a conditional award that conflicts with the method of award stipulated in the Solicitation;

10.2.4. The Proposal does not include documents, including, but not limited to, certificates, licenses, and/or samples, which are required for submission with the Proposal in accordance with the Solicitation; and/or

10.2.5. The Proposal has not been executed by the Contractor through an authorized signature on the Contractor's Statement.

10.3. The County reserves the right to waive any irregularities or informalities, and the right to accept or reject any and all proposals.

11. ELIMINATION FROM CONSIDERATION

- 11.1. A Proposal may not be accepted from, nor any Agreement be awarded to, any person or firm which is in arrears to the County upon any debt or Agreement or which is a defaulter as surety or otherwise upon any obligation to the County.
- 11.2. A Proposal may not be accepted from, nor any Agreement awarded to, any person or firm who has failed to perform faithfully any previous Agreement with the County or other governmental entity, for a minimum period of three years after the previous Agreement was terminated for cause.
- 11.3. Any communications in regards to this RFP must go through the Adams County Purchasing Division only. Any contact with other County personnel or County Contractors may be cause for disqualification.
- 11.4. No damages shall be recoverable by any challenger as a result of the determinations listed in this Section or decisions by the County.
- 11.5. The Board of County Commissioners may rescind the award of any proposal within one week thereof or at its next regularly scheduled meeting; whichever is later, when the public interest will be served thereby.

12. QUALIFICATIONS OF CONTRACTOR: The County may make such investigations as deemed necessary to determine the ability of the Contractor to perform work, and the Contractor shall furnish all information and data for this purpose as the County requests. Such information includes, but is not limited to: current/maximum bonding capabilities, current licensing information, audited financial statements, history of the firm on assessments of liquidated damages, Agreements cancelled prior to completion and/or lawsuits and/or pending lawsuits against the firm and/or its principals. The County reserves the right to reject any Proposal if the evidence submitted by, or investigation of, such Contractor fails to satisfy the County that such Contractor is properly qualified to carry out the obligations of the Agreement and to complete the work contemplated therein. Conditional Proposals will not be accepted.

13. AWARD OF SOLICITATION: The County shall award this Solicitation to the successful Contractor through the issuance of a Notice of Intent to Award. All Contractors that participated in the Solicitation process will be notified of Contractor selection. No services or goods shall be provided, and no compensation shall be paid, until and unless an Agreement has been signed by an authorized representative of the County and the Contractor.

14. Contractor confirms that the work performed under this Agreement shall fully conform with the State of Colorado Office of Information Technology Technical Standard TS-OEA-02 which requires that web content and applications meet the Web Content Accessibility Guidelines ("WCAG") 2.1 level A and AA published by the World Wide Web Consortium ("W3C")



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REQUEST FOR PROPOSAL PROPOSAL SUBMITTAL

I. INTRODUCTION

1. Adams County Community Safety & Well-Being is seeking one or more hotels to shelter people experiencing housing instability.

2. RESPONSE FORMAT

- 2.1. Failure to provide required information in the provided format may deem your submittal non-responsive.
- 2.2. Submissions via Bidnet (<https://www.bidnetdirect.com/colorado/adams-county>) is required.
- 2.3. The Proposal shall be combined into a single PDF document, and should contain the following:
 - 2.3.1. Cover Letter/Executive Summary (1 page limit)
 - 2.3.2. Table of Contents – *Optional*
 - 2.3.3. Vendor/Firm Information
 - 2.3.4. Firm Capability and Assigned Personnel
 - 2.3.5. Project understanding and Approach
 - 2.3.6. Additional information
 - 2.3.7. Contractor's Statement (Signature required)
 - 2.3.8. Reference Form (you may use your own or the one provided)
 - 2.3.9. Pricing Form/Rate Sheet. Pricing (forms and rates) must be provided as a separate PDF document in a separate envelope. There must not be any pricing information within the Proposal document.
 - 2.3.10. Your firm's W-9

3. QUALIFICATIONS AND PROJECT APPROACH:

- 3.1.1. **Cover Letter / Executive Summary**-should include:
 - 3.1.1.1. The name and number of the RFP to which you are responding.
 - 3.1.1.2. Interest in the project.
 - 3.1.1.3. Brief summation of the Proposal. Highlight points that show your firm is qualified for this engagement.
- 3.1.2. **Vendor/Firm Information**
 - 3.1.2.1. Describe your firm's business and background
 - 3.1.2.2. Number of years in the business
 - 3.1.2.3. Details about ownership

- 3.1.2.4. An overview of services offered and qualifications
- 3.1.2.5. Size of the firm
- 3.1.2.6. Location(s) of offices. If multiple, please identify which will be the primary for our account.
- 3.1.2.7. Primary contact information for the company including contact name(s) and title(s), mailing address(s), phone number(s), and email address(s).

3.1.3. Firm Capability and Assigned Personnel

- 3.1.3.1. Provide a detailed narrative of technical disciplines, capabilities and /or production facilities. include any options that may be beneficial for the County to consider.
- 3.1.3.2. Identify the key staff who will be involved in the project and their responsibilities. Include the following:
 - 3.1.3.2.1. Qualifications and relevant individual experience of Consultant and Subconsultant team members.
 - 3.1.3.2.2. Unique knowledge of team members related to the project.
 - 3.1.3.2.3. What position they will serve on the team.
 - 3.1.3.2.4. Resumes of Key Personnel
- 3.1.3.3. Any other items you deem important.

3.1.4. References and Past Performance

- 3.1.4.1. Present information regarding how the team's qualifications and experience, and performance have proved successful on similar projects
- 3.1.4.2. Provide references (current contact name, current telephone number and email address) from at least three similar projects with similar requirements that have been completed within the past five (5) years and that have involved the staff proposed to work on this project. Provide a description of the work performed and the project cost. *The Proposer authorizes County to verify any and all information contained in the Consultant's submittal from references contained herein and hereby releases all those concerned providing information as a reference from any liability in connection with any information they give.
- 3.1.4.3. Provide any substantiated complaints against the firm in the last 3 years and any outstanding litigation.

3.1.5. Understanding of the Project and Project Approach:

- 3.1.5.1. Project Concept and Approach
 - 3.1.5.1.1. Demonstrate a clear and concise understanding of the project based on the Scope of Work provided.
 - 3.1.5.1.2. Briefly describe the plans of the project team to achieve the project goals and objective.
- 3.1.5.2. Schedule

3.1.5.2.1. Provide a proposed schedule that show's the team's plan in detail and indicates the total amount of time anticipated to complete the project.

3.1.5.2.2. Describe how the project will be managed to meet the established schedule.

3.1.5.3. Project Management

3.1.5.3.1. List the names of staff members and what part of the project they are responsible for. These items may include cost control and quality control.

3.2. Additional Information

3.2.1. Provide any information that distinguishes your firm from your competition and any additional information applicable to this RFP that might be valuable in assessing Vendor's proposal.

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II. DETAILED SCOPE/SPECIFICATION/BACKGROUND

Adams County Community Safety & Well-Being is seeking one or more hotels to shelter people experiencing housing instability.

Executive Summary:

Adams County Community Safety & Well-Being is seeking one or more hotels to provide rooms for people experiencing housing instability through the Pathways to Stability program. This program is intended to provide participants a safe and secure space to work on the final steps to gain independent housing. If selected, contracted hotels will reserve hotel rooms that would otherwise be vacant for our clientele and request monthly reimbursements. In addition, hotels will track participant room numbers, check-in dates, and check-out dates. Preference will be given to hotels with low nightly rates, located in the southwest quadrant of Adams County, with kitchenettes, and that would accept alternative IDs and pets. This contract will be one year with the possibility of renewal.

Details & Scope:

The Pathways to Stability program began in late 2023 to provide bridge housing to households in Adams County taking the final steps to resolve their homelessness. For example, people experiencing homelessness who have received a housing choice voucher and are searching for a unit to lease. As of February 2023, the Pathways to Stability program has sheltered approximately 236 households, providing them a safe space to focus on stability goals with their navigator or case manager. Based on our data, many participants use their time in the hotel to acquire vital records or apply to jobs. The Pathways to Stability program typically shelters around five households per month for as little as two days and as many as two months, although the average length of stay is approximately 29 days. About 55% of households are single adults and about 45% are multi-member households.

Minimum Requirements:

- If vacancies are available, reserve rooms for our clientele within 48 hours.
- Agree to reimbursement-based monthly billing.
- Track room numbers, the check-in, and the check-out dates of participants and provide them to Adams County staff for grant reporting purposes.
- Serve people experiencing housing instability without discrimination.
- Communicate with Adams County staff members promptly and directly if issues arise with participants.
- Sign a contract with Adams County for at least one year.

Preferences:

- Hotels located in the southwest quadrant of Adams County (west of I-76 and south of 120th Ave).
- Hotels that have trauma-informed and compassionate customer service.
- Hotels that can reserve rooms for our clients within 24 hours.
- Hotels that accept non-service dogs, cats, and other pets.
- Hotels that are willing to provide discounted flat rates for our participants.
- Hotels with kitchenettes.
- Hotels willing to accept a photograph of the participants in situations when they do not own a valid ID.

- Hotels with multiple locations where we can send participants, with at least one location within Adams County.
- If multiple hotel locations, send Adams County one invoice rather than one invoice per hotel.

If your hotel is interested in contracting with us, please respond to the following questions:

1. What is the name of your hotel?
2. What is the address of your hotel?
3. What would be the nightly rate for a single room?
4. What would be the nightly rate for a double room?
5. On average, how quickly could your staff book room(s) for our clientele?
6. What would be the maximum length of stay for our clientele?
7. Does your hotel have any amenities such as a breakfast, a gym, pool, computer lab, work room, kitchenettes, etc.? Please explain.
8. In miles, how far is your location from the nearest bus stop and grocery store?
9. Does your hotel accept dogs or cats? Other animals? Emotional support animals?
10. Does your staff receive any sort of unconscious bias, equal opportunity, or trauma-informed trainings or anything else that would help us create a more compassionate environment for people experiencing housing instability?
11. Does your hotel have ADA accessible rooms?
12. Do you have any lead-based paint, asbestos, or other health hazards at your facility?
13. Is the hotel able to track the length of stay for our clientele, as well as room numbers, and report this data to Adams County as needed?
14. Is your company able to send Adams County invoices on a monthly basis? If you have multiple hotel locations, is your company able to send one invoice instead of one invoice per hotel?
15. Would your hotel be willing to accept a recent photo of the client in lieu of an ID for community members that lack vital documents?
16. What else would you like to share with us?

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III. Evaluations

Submissions will be evaluated based on the following criteria:

Evaluation Criteria

- 1) **Location(s):**
 - Proximity to the core of Adams County and relevant services
- 2) **Timeliness:**
 - Ease of invoicing, bookkeeping, and reporting data
- 3) **Understanding of Project and Project Approach:**
 - May include the demonstrated understanding of the needs of the County, scope of services and work plan, scheduling and planning, and services provide
 - Compassionate and trauma-informed staff
- 4) **Flexibility:**
 - Acceptance of pets/photos in lieu of IDs.
- 5) **Amenities:**
 - Kitchenettes, complimentary breakfasts, computer lab, etc.
- 6) **Cost and Overall Value:**
 - Quality and feasibility of the proposed project schedule, milestones, and deliverables.
 - Ability to complete the project within established timelines and funding requirements.
- 7) **Cost and Overall Value:**
 - Cost effectiveness of the proposal and demonstrated value to Adams County relative to the proposed scope, approach, and qualifications.

Interview / Oral Presentation (if required): May include any and all items identified in the Evaluations List above.



Adams County Finance Department
Purchasing Division
4430 S Adams County Parkway
Brighton, Colorado 80601

REQUEST FOR PROPOSAL #2026.831
PRICING FORM

COMPANY NAME: _____

Adams County is requesting detailed pricing for the operation of the Pathway to Stability program. The initial contract term will be one (1) year, with the option to renew for up to four (4) additional one-year terms. Proposers shall provide a complete cost breakdown for each of the five potential contract years to allow the County to evaluate anticipated costs over the full potential contract period. Pricing provided for Years 2–5 shall represent the Proposer’s anticipated costs if the County elects to exercise the applicable renewal option.

Costs should include all personnel, supervision, participant support services, work crew operations, transportation, meals, administrative expenses, indirect costs, and other expenses necessary to perform the services described in the Scope of Work.

Base Year Cost Breakdown

Category	Cost
Cost per night, single room	\$
Cost per night, double room	\$
Any additional discounts	

Option Year One Cost Breakdown

Category	Cost
Cost per night, single room	\$
Cost per night, double room	\$
Any additional discounts	

Option Year 2 Cost Breakdown

Category	Cost
Cost per night, single room	\$
Cost per night, double room	\$
Any additional discounts	

Option Year Three Cost Breakdown

Category	Cost
Cost per night, single room	\$
Cost per night, double room	\$
Any additional discounts	

Option Year Four Cost Breakdown

Category	Cost
Cost per night, single room	\$
Cost per night, double room	\$

Category	Cost
Any additional discounts	

We agree with the anticipated Schedule for Construction based on the RFP.

Yes: _____ No: _____

Explanations, if applicable:

Verification of Fee Proposal:

The undersigned verifies that the information included herein is true, accurate, and sufficiently complete so as not to be misleading.

Name and Title (Printed)

Signature

Date



Adams County Finance Department
Purchasing Division
4430 South Adams County Parkway
Brighton, Colorado 80601

REQUEST FOR PROPOSAL SUBMISSION CHECK LIST

Does your Proposal comply with all the terms and conditions of this Solicitation? If no, indicate exceptions.	YES	NO
Does your Proposal provide proposed revisions to the attached Sample Agreement and identified on the Term of Acceptance Form?	YES	NO
Does your Proposal meet or exceed all specifications, including minimum service requirements? If no, indicate exceptions.	YES	NO
Requirements met and response included?	YES	NO
Is your W-9 included?	YES	NO
May other governmental entity avail itself of this Agreement and purchase any and all items specified?	YES	NO
Have all the addendums been acknowledged and enclosed?	YES	NO
Has a duly authorized agent of the contractor signed the Contractor's Statement?	YES	NO
Is pricing form enclosed in a separate document?	YES	NO
Has your firm or your sub-contractors ever received a Notice to Cure, Reprimand Letter, Cancel Agreement Notice, or Cancel Purchase Order Notice from Adams County? If so, please explain.	YES	NO
Are the requested Bonds included if applicable?	YES	NO
Contractor confirms that the work performed under this Agreement shall fully conform with the State of Colorado Office of Information Technology Technical Standard TS-OEA-02	YES	NO
Did you supply your SAMS certificate?	YES	NO
Did you fill out the Subcontractor form?	YES	NO

Please Enter the contact information of the officer signing the Agreement:

Printed Name	
Title	
Phone Number	
Email Address	



Adams County Finance Department
Purchasing Division
4430 South Adams County Parkway
Brighton, Colorado 80601

REQUEST FOR PROPOSAL CONTRACTOR'S STATEMENT

Pursuant to 2 C.F.R. Part 200 Subpart C 200.213, Contractor certifies that they are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency, and has read and fully understand all the conditions herein set forth in the foregoing paragraphs, and by my signature set forth hereunder, I hereby agree to comply with all said conditions as stated or implied. In consideration of the above statement, the following Proposal is hereby submitted.

If any of the documents listed on the cover page are missing from this package, contact Adams County Purchasing. If you require additional information, call the Purchasing Division contact person.

The undersigned hereby affirms that (1) he/she is a duly authorized agent of the Contractor, (2) he/she has read all terms and conditions and technical specifications which were made available in conjunction with this solicitation and fully understands and accepts them unless specific variations have been expressly listed in his/her Proposal, (3) the Proposal is being submitted on behalf of the Contractor in accordance with any terms and conditions set forth in this Solicitation, and (4) the Contractor will accept any awards made to it as a result of the Proposal submitted herein for a minimum of 120 calendar days following the date of submission.

WE, THE UNDERSIGNED, HEREBY ACKNOWLEDGE RECEIPT OF

Addenda (list all): _____

Contractor Name

Date

Signature

Printed Name

Title

Address

City, State, Zip Code

County

Telephone

Fax

Email



Adams County Finance Department
Purchasing Division
4430 South Adams County Parkway
Brighton, Colorado 80601

**REQUEST FOR PROPOSAL
REFERENCE FORM**

(You may use your own form)

Contractors shall furnish the names, contact information (e-mail and telephone number) of a minimum of three (3) firms or government organizations for which the Contractor has provided similar projects:

Company Name

Reference Name

Reference Contact info

Project Name /Description

Value

\$

Company Name

Reference Name

Reference Contact info

Project Name /Description

Value

\$

Company Name

Reference Name

Reference Contact info

Project Name /Description

Value

\$



Adams County Finance Department
Purchasing Division
4430 South Adams County Parkway
Brighton, Colorado 80601

**REQUEST FOR PROPOSAL
TERM OF ACCEPTANCE FORM**

Request for Proposal # _____

I, on behalf of the Contractor identified below, hereby certify that I have read a copy of the sample Agreement attached to the RFP and understand the terms and provisions contained in that Agreement. I further hereby certify that it is the Contractor's intent to comply with each and every term and provision contained in the sample Agreement and propose no modifications to the sample Agreement except as follows:

- 1) _____
- 2) _____
- 3) _____

I understand that the modification stated above, if any, are offered for discussion purposes only and that Adams County reserves the right to accept, reject or further negotiate any and all proposed modification to the sample Agreement. The county will not consider any modifications to the Agreement not disclosed in the proposal.

Contractor Name

Authorized Signature

Printed Name

Title

LIST OF PROPOSED SUB-CONTRACTORS AND SUPPLIERS

The Offeror proposes to subcontract with the following subcontractors for this Contract. The Offeror acknowledges that all subcontractors and suppliers regardless of tier are to be listed on this form.

Business Name: _____

Address: _____

Type of Service: _____

Contact Person _____

Dollar Amount: _____ **Percent of Contract:** _____

____ Subcontractor ____ Supplier

Business Name: _____

Address: _____

Type of Service: _____

Contact Person _____

Dollar Amount: _____ **Percent of Contract:** _____

____ Subcontractor ____ Supplier

Business Name: _____

Address: _____

Type of Service: _____

Contact Person _____

Dollar Amount: _____ **Percent of Contract:** _____

____ Subcontractor ____ Supplier

Business Name: _____

Address: _____

Type of Service: _____

Contact Person _____

Dollar Amount: _____ **Percent of Contract** _____

____ **Subcontractor** ____ **Supplier**

Business Name: _____

Address: _____

Type of Service: _____

Contact Person _____

Dollar Amount: _____ **Percent of Contract:** _____

____ **Section 3 Business** ____ **SBE** ____ **Subcontractor** ____ **Supplier**

Business Name: _____

Address: _____

Type of Service: _____

Contact Person _____

Dollar Amount: _____ **Percent of Contract:** _____

____ **Subcontractor** ____ **Supplier**

(Duplicate this page if additional sheets are required)



Adams County Finance Department
Purchasing Division
4430 South Adams County Parkway
Brighton, Colorado 80601

**REQUEST FOR PROPOSAL
APPENDIX A
SAMPLE AGREEMENT FOR SERVICES**

The Sample Agreement for Services is included in this solicitation for informational and reference purposes only.

**ADAMS COUNTY
PROFESSIONAL SERVICE AGREEMENT
FOR <ENTER SERVICE>**

**Note if this is Cloud Based Software please insert additional T&C's in docs
#6112299***

THIS AGREEMENT ("Agreement") is made on _____, by and between the Adams County Board of County Commissioners, acting as the Board of Human Services, located at 4430 South Adams County Parkway, Brighton, Colorado 80601, hereinafter referred to as the "County," and <Enter Vendor and Address>, 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 Scope of Work attached hereto as Exhibit A and incorporated herein by reference. Should there be any discrepancy between this Agreement and Exhibit A, the terms of the Agreement shall prevail. Should there be any discrepancy between Exhibit A and current regulations, executive orders, and/or laws, the Contractor agrees that they will follow all legal requirements. **The Core Services that will be provided are: X.**
- 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.

3. FEDERAL PROVISIONS:

- 3.1. This Agreement is funded by federal funds and the Contractor shall comply with all applicable provisions incorporated herein and shall comply with all federal regulations, executive orders, and laws.
- 3.2. **The Contractor shall also comply with all applicable federal agency specific requirements, including those listed in Exhibit B, attached hereto and incorporated herein.**

4. **TERM:**

4.1. Term of Agreement: The Term of this Agreement shall be for one year from the date of full execution above.

4.2. Renewal Option: The County, at its sole option, may offer to extend this Agreement as necessary for up to **<enter number of extensions>** one-year extensions providing satisfactory service is given and all terms and conditions of this Agreement have been fulfilled. Such renewals must be mutually agreed upon in writing by the County and the Contractor.

5. **PAYMENT AND FEE SCHEDULE:**

5.1. The County shall pay the Contractor for services furnished under this Agreement, as more fully described in Exhibit A, and the Contractor shall accept as full payment for those services the not to exceed amount of : **[insert total amount of contract, you can also attach as an exhibit if there is a rate sheet]**.

5.2. 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.

6. **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.**

7. **NONDISCRIMINATION:**

7.1. The Contractor shall not discriminate against any employee or qualified applicant for employment because of age, race, color, religion, marital status, disability, sex, national origin, gender identity, gender expression, or any other characteristic barred by law. 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.

7.1.1. 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.

8. **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.

9. **INSURANCE:** The Contractor agrees to maintain insurance of the following types and amounts:

9.1. **Commercial General Liability Insurance:** to include products liability, completed operations, contractual, broad form property damage and personal injury.

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

9.1.2. General Aggregate: \$2,000,000

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

9.2.1. Bodily Injury/Property Damage: \$1,000,000 (each accident)

9.3. **Workers' Compensation Insurance:** Per Colorado Statutes

9.4. **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.

9.4.1. Each Claim: \$1,000,000

9.4.2. This insurance requirement applies only to the 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.

9.5. **Protected Information:** Liability insurance covering all civil, regulatory, and statutory damages, contractual damages, data breach management exposure, and all loss income or extra expense as a result of actual or alleged breach, violation or infringement of a right to privacy, consumer data protection law,

confidentiality or other legal protection for personal information as well as County Confidential Information with minimum limits as follows:

9.5.1. Each Occurrence	\$1,000,000
9.5.2. General Aggregate	\$2,000,000

9.6. 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:

9.6.1. 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.

9.6.2. 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.

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

9.7. 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.

9.8. 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.

9.9. 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 or policies required under this Agreement.

10. **DAMAGES ARISING FROM BREACH OF PERFORMANCE OBLIGATIONS**: Notwithstanding anything else set forth in this Agreement, if Contractor fails to comply with all terms of this contract, including but not limited to, its obligation to perform its work in a workmanlike manner in accordance with all codes, plans, specifications and industry standards, Contractor shall be liable to County for all damages arising from the breach, including but not limited to, all attorney fees, costs and other damages.

11. **WARRANTY:** The Contractor warrants and guarantees to the County that all work, equipment, and materials 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.

12. **TERMINATION:**

12.1. **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.

12.2. **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.

13. **MUTUAL UNDERSTANDINGS:**

13.1. **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 Adams County, Colorado. In the event of a dispute, each party shall pay its own attorney fees and costs.

13.2. **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 and all compliance requirements detailed in Exhibit B. 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, and that no violation of such provisions are present.

13.3. **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.

13.4. 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.

13.5. 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.

13.6. 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.

13.7. 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; and

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:

Department:

Contact:

Address:

City, State, Zip:

Phone:

E-mail:

Department: Adams County Purchasing

Contact:

Address: 4430 South Adams County Parkway

City, State, Zip: Brighton, Colorado 80601

Phone: 720.523.

E-mail:

Department: Adams County Attorney's Office

Address: 4430 South Adams County Parkway

City, State, Zip: Brighton, Colorado 80601

Phone: 720.523.6116

Contractor:

Contact:
Address:
City, State, Zip:
E-mail:

13.8. 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.

13.9. 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.

13.10. 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.

13.11. Confidentiality: All documentation related to this Agreement will become the property of Adams County. All documentation maintained or kept by Adams County shall be subject to the Colorado Open Records Act, C.R.S. 24-72-201 *et seq.* ("CORA"). The County does not guarantee the confidentiality of any records.

14. **AMENDMENTS, CHANGE ORDERS, OR EXTENSIONS:**

14.1. Amendments or Change Orders: The County may, from time to time, 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 Solicitation, or, if no provision exists, pursuant to the terms of the Amendment or Change Order.

14.2. Extensions: The County may, upon mutual written agreement by the Parties, extend the time of completion of services to be performed by the Contractor.

15. **ACCESSIBILITY REQUIREMENTS**

15.1. The Contractor shall comply with and the services or work product provided under this Agreement shall be in compliance with the accessibility standards for an individual with a disability adopted by the Office of Information Technology ("OIT") pursuant to C.R.S. § 24-85-103, the Rules Establishing Technology Accessibility Standards, 8 CCR 1501-11 (the "Rules"). The Contractor shall indemnify, hold harmless, and assume liability on behalf of the County, and the County's officers, employees, and agents, for all costs, expenses, claims, damages, liabilities, court awards, attorney fees and related costs, and any other amounts incurred by the County in relation to the Contractor's noncompliance with the Rules. The County may

require that the Contractor's compliance with the Rules is determined and attested to by a qualified third party selected by the County.

- 15.2. By signing this Agreement Contractor certifies that its services or work product meets the current WCAG standard required by the Rules.

16. SECURITY BREACHES AND PERSONAL INFORMATION:

- 16.1. If Contractor obtains personal identifying information, as that term is defined in C.R.S. 24-73-101, from the County during the course of this Agreement, Contractor shall destroy or properly dispose of the information in a manner that is compliant with C.R.S. 24-73-101 when that information is no longer needed for the performance of this Agreement. Contractor shall also implement and maintain reasonable security procedures and practices that are appropriate to the nature of the personal identifying information obtained; and reasonably designed to help protect the personal identifying information from unauthorized access, use, modification, disclosure, or destruction.
- 16.2. In the event of a security breach, as defined in C.R.S. 24-73-103, that compromises computerized data that includes personal information subject to this Agreement, Contractor shall notify the County of the security breach in the most expedient time and without unreasonable delay following discovery of the security breach, if misuse of personal information about a Colorado resident occurred or is likely to occur; and cooperate with the County, including sharing with the County any information relevant to the security breach, except that such cooperation does not require the disclosure of confidential business information or trade secrets.

17. CONTRACTOR RECORDS:

- 17.1. Record Retention and Access: Contractor shall make, keep, maintain, and allow inspection and monitoring by the County of a complete file of all records, documents, communications, notes and other written materials, and electronic media files, pertaining in any manner to the Work or the delivery of Services (including, but not limited to the operation of programs) or Goods hereunder. Contractor shall maintain such records for a period (the "Record Retention Period") of three years following the date of submission to the County of the final financial report, or if this Award is renewed quarterly or annually, from the date of the submission of each quarterly or annual report, respectively. If any litigation, claim, or audit related to this Award is started before expiration of the Record Retention Period, the Record Retention Period shall extend until all litigation, claims, or audit findings have been resolved and final action taken by the County, State, or Federal Awarding Agency. The Federal Agency, the County, a cognizant agency for audit or indirect costs, or oversight agency for audit may notify Contractor in writing that the Record Retention Period shall be extended. For records for real property and equipment, the Record Retention Period shall extend three years following final disposition of such property.

- 17.2. Inspection: Contractor shall permit the County, the federal government, and any other duly authorized agent of a governmental agency to audit, inspect, examine, excerpt, copy and transcribe Contractor Records during the Record Retention Period. Contractor shall make Contractor Records available during normal business hours at Contractor office or place of business, or at other mutually agreed upon times or locations, upon no fewer than two Business Days' notice from the County, unless the County determines that a shorter period of notice, or no notice, is necessary to protect the interests of the County.
- 17.3. Monitoring: The County will monitor Contractor's performance of its obligations under this Agreement using procedures as determined by the County. The federal government and any other duly authorized agent of a governmental agency, in its discretion, may monitor Contractor's performance of its obligations under this Agreement using procedures as determined by that governmental entity. Contractor shall allow the County to perform all monitoring required by the Uniform Guidance, based on the County's risk analysis of Contractor and this Agreement. The County shall have the right, in its sole discretion, to change its monitoring procedures and requirements at any time during the term of this Agreement. The County shall monitor Contractor's performance in a manner that does not unduly interfere with Contractor's performance of the Work.
- 17.4. Final Audit Report: Contractor shall promptly submit to the County a copy of any final audit report of an audit performed on Contractor's records that relates to or affects this Agreement or the Work, whether the audit is conducted by Contractor or a third party. Additionally, if Contractor is required to perform a single audit under 2 CFR 200.501, et seq., then Contractor shall submit a copy of the results of that audit to the County within the same timelines as the submission to the federal government.
18. **COMPLIANCE**: Contractor shall comply with all applicable provisions of the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252 and the regulations issued pursuant thereto, all applicable provisions of 2 CFR 200, and all applicable federal laws and regulations required by this federal award. Any revisions to such provisions or regulations shall automatically become a part of these federal provisions, without the necessity of either party executing any further instrument. The County, at its discretion, may provide written notification to Contractor of such revisions, but such notice shall not be a condition precedent to the effectiveness of such revisions.
19. **SUSPENSION/DEBARMENT**: The Contractor shall maintain the currency of its information in the System for Award Management ("SAM"), which may be found at <http://www.sam.gov>, until the Contractor submits any 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. 2CFR 200 prohibits grantees from entering into contracts with debarred, suspended, or ineligible Contractors for the purposes of implementing the activity for which these funds have been allocated. If the Contractor is debarred or suspended anytime during the term of this Agreement,

it must immediately notify the County. By signing this Agreement, the Contractor hereby certifies that it is not excluded or disqualified by the federal government.

20. **LOBBYING**: No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person or organization for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. If Contractor applied or bid for an award exceeding \$100,000 it must file the required certification.
21. **CLEAN AIR ACT (42 U.S.C. 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. 1251-1387), AS AMENDED**: Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C.7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
22. **DOMESTIC PREFERENCE FOR PROCUREMENT**: Contractor shall exercise a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products) when purchasing any goods using Federal funds under this Agreement.
23. **RECOVERABLE MATERIALS**: Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired based upon not being competitively available within a timeframe included in the performance schedule; not meeting the bid performance requirements; or not being available at a reasonable price. Refer to <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>. Contractor should, to the greatest extent practicable and consistent with law, purchase, acquire, or use products and services that can be reused, refurbished, or recycled; contain recycled content, are biobased, or are energy and water efficient; and are sustainable. This may include purchasing compostable items and other products and services that reduce the use of single-use plastic products.
24. **PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT**: Contractor shall not obligate or expend any funds under this Agreement to (1) procure or obtain; (2) extend or renew a contract to procure or obtain; or (3) enter into a contract (or extend or renew a contract) to procure or obtain covered telecommunications equipment or services. As described in Public Law 115–232, section 889, “covered telecommunications equipment or services” means any telecommunications or video surveillance equipment or service: (1) produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); (2) produced by Hytera

Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); (3) provided by such agencies or using such equipment; or (4) provided by an entity that the Secretary of Defense reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

25. **COLLUSION:** Contractor certifies that (a) the prices in its proposal have been arrived at independently without collusion, consultation, communication or agreement for the purpose of restricting competition as to any matter relating to such prices with any other participating bidder or with any competitor; (b) the prices quoted herein have not been and will not be knowingly disclosed, directly or indirectly, by the Contractor to any other participating bidder, competitors or County's representatives prior to the final date for submission of such offer; and (c) no attempt has been made and none will be made by the Contractor to induce any other person partnership or corporation to submit a proposal or not to submit a proposal (complementary or otherwise) for the purpose of restricting competition.

26. **CONFLICT OF INTEREST:**

26.1. Contractor agrees that no official, officer, or employee of the County shall have any personal or beneficial interest whatsoever in the services or property described herein, and Contractor further agrees not to hire, pay, or contract for services of any official, officer, or employee of the County. A conflict of interest shall include transactions, activities, or conduct that would affect the judgment, actions, or work of the Contractor by placing the Contractor own interests, or the interest of any party with whom the Contractor has a contractual arrangement, in conflict with those of the County.

26.2. The Contractor and its employees, agents, consultants, officers, or appointed officers who exercise or have exercised any functions or responsibilities with respect to the County's activities, or who are in a position to participate in a decision making process or gain inside information with regard to such activities, may not obtain a personal or financial interest in, or benefit from, this Agreement (except for the use of Agreement funds to pay salaries and other related administrative or personnel costs), or have an interest in any contract, subcontract, or agreement with respect thereto, or the proceeds hereunder, either for themselves or those with whom they have family or business ties, during their tenure or for two years thereafter. Exceptions may only be made with written approval from the County and federal agency from which the County has obtained the funds for this Agreement.

26.3. Contractor certifies that, to the best of their knowledge and belief, there are no relevant facts or circumstances which could give rise to an organizational or personal conflict of interest, be it actual, apparent, or potential, for the organization or any of its staff, and that the Contractor has disclosed all relevant information if an actual, apparent, or potential conflict of interest appears to exist to a reasonable person with knowledge of the relevant facts or if such a person would question the impartiality of the Contractor.

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

ADAMS COUNTY, COLORADO

<Board of County Commissioners, County Manager, etc.>

ACTING AS THE BOARD OF HUMAN SERVICES

<Chair, County Manager Name, etc.>

Date

Attest:

Josh Zygielbaum, Clerk and Recorder

Deputy Clerk

Approved as to Form:

Adams County Attorney's Office

REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY

<ENTER CONTRACTOR>

Signature

Date

Printed Name

Title

NOTARIZATION OF CONTRACTOR'S SIGNATURE:

COUNTY OF _____)

STATE OF _____)SS.

Signed and sworn to before me this ____ day of _____,
20____,

by _____,

Notary Public

My commission expires on: _____

EXHIBIT A
*(SCOPE OF WORK DEVELOPED BY THE DEPARTMENT AND ALSO SUPPORTING
DOCUMENTATION FROM VENDOR)*

**EXHIBIT B
FEDERAL FUNDING AGENCY OR PROJECT SPECIFIC REQUIREMENTS**

**PRIOR TO FILLING THIS EXHIBIT OUT DISCUSS WITH DEPARTMENT AND
LEGAL**

EXHIBIT X
(SELECT ONE OF THE TWO)

**ADAMS COUNTY THIRD-PARTY ENTITY / ORGANIZATION CERTIFICATION FOR
ACCESS TO PERSONAL IDENTIFYING INFORMATION THROUGH
A DATABASE OR AUTOMATED NETWORK**

Pursuant to C.R.S. § 24-74-105, to be granted access by Adams County to personal identifying information, as defined by C.R.S. § 24-74-102(1), through a database or automated network that is not publicly available information, as defined by C.R.S. § 24-74-102(2), I, _____, on behalf of _____ (legal name of entity / organization) (the "Organization"), hereby certify under the penalty of perjury that:

The Organization will not use personal identifying information for the purpose of investigating for, participating in, cooperating with, or assisting federal immigration enforcement, including the enforcement of civil immigration laws and 8 U.S.C. § 1325 or § 1326, unless required by federal or state law or to comply with a court-issued subpoena, warrant, or order; and

The Organization will not disclose personal identifying information obtained from the database or automated network to individuals or entities engaged in investigating for, participating in, cooperating with, or assisting in federal immigration enforcement, including enforcement of civil immigration laws and 8 U.S.C. § 1325 or § 1326, unless required by federal or state law or to comply with a court-issued subpoena, warrant, or order.

I hereby represent and certify that I have full legal authority to execute this certification on behalf of the Organization.

Signature: _____

Printed Name: _____

Title: _____

Date: _____

**ADAMS COUNTY THIRD-PARTY INDIVIDUAL CERTIFICATION FOR ACCESS TO
PERSONAL IDENTIFYING INFORMATION THROUGH A DATABASE OR
AUTOMATED NETWORK**

Pursuant to C.R.S. § 24-74-105, to be granted access by Adams County to personal identifying information, as defined by C.R.S. § 24-74-102(1), through a database or automated network that is not publicly available information, as defined by C.R.S. § 24-74-102(2), I hereby certify under the penalty of perjury that:

I will not use personal identifying information obtained from the database or automated network that is not publicly available information for the purpose of investigating for, participating in, cooperating with, or assisting federal immigration enforcement, including the enforcement of civil immigration laws and 8 U.S.C. § 1325 or § 1326, unless required by federal or state law or to comply with a court-issued subpoena, warrant, or order; and

I will not disclose personal identifying information obtained from the database or automated network to individuals or entities engaged in investigating for, participating in, cooperating with, or assisting in federal immigration enforcement, including enforcement of civil immigration laws and 8 U.S.C. § 1325 or § 1326, unless required by federal or state law or to comply with a court-issued subpoena, warrant, or order.

Signature: _____

Printed Name: _____

Date: _____