



## BOARD OF COUNTY COMMISSIONERS BUSINESS MEETING

TUESDAY, JULY 8, 2025

### AGENDA

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Tuesday, July 8, 2025

1:30 PM

Hearing Room

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Invocation – Darrin Kessler

1:30 PM

**1. Call to Order**

- a. Pledge of Allegiance
- b. Attorney Certification of Agenda
- c. Commissioners Disclosure for Items on This Agenda

**2. Ceremonies/Proclamations**

- a. Honoring YANA Founder Nikki Brooker.

**3. Consent Agenda**

- a. Approval of Business Meeting Minutes from June 24, 2025.

**Attachments:**    [Minutes Business Meeting 06.24.2025](#)

- b. Approval of Land Use/Public Hearing Minutes from June 22, 2025.

**Attachments:**    [Minutes LU\\_PH Meeting 06.24.2025](#)

- c. Approval of Vouchers July 1, 2025

Andrew Copland, Director of Finance — *Finance Department*

**Attachments:**    [07.01.25 BOCC](#)

- d. Approval of Vouchers July 8, 2025  
Andrew Copland, Director of Finance — *Finance Department*  
**Attachments:**     [07.08.25 BOCC](#)
- e. Clear Ballot Group, Inc., Purchase of 6 new PFU fi-8950 Ballot Scanning Units in the Amount of \$190,290.00.  
Codie Winslow, Chief Deputy Clerk & Recorder — *Clerk and Recorder*  
**Attachments:**     [Scanning Equipment Quote](#)
- f. 2025-2026 Colorado Department of Human Services, Jail Based Behavioral Health Services Program: Subrecipient All Health Network Public Contract for Services in the Amount of \$347,188.00.  
Philip Domenico, Division Chief — *Sheriff*  
**Attachments:**     [AllHealth 2025-2026\\_06242025](#)
- g. Purchase Order to OJ Watson in the Amount of \$441,724.00 Under the City & County of Denver Master Supplier Contract Number SC-00003211.  
Brian Franklin, Assistant Director, Fleet Services — *Facilities and Fleet & Emergency Support Services*  
**Attachments:**     [TEQ\\_RPS925\\_DouglasCounty.10ft.RDS.NoLiquid.VPlow.108SD.2of2.Quote.6.17.25.\(1\)](#)  
                              [0751A\\_SC-00003211 - OJ Watson 2024-2025 Renewal\\_7.15.2024\(002\)](#)
- h. Purchase Order to TransWest Truck Trailer RV in the Amount of \$591,325.00, Under Sourcwell Contract #032824-DAI.  
Brian Franklin, Assistant Director, Fleet Services — *Facilities and Fleet & Emergency Support Services*  
**Attachments:**     [DOUGLAS PLOW 49X 2026](#)  
                              [DOUGLAS 4X2 DISC](#)  
                              [Daimler Contract 032824](#)
- i. Sempera Public Contract for Services for Next Gen Support in the Amount of \$48,000.00.  
Jim Brown, Chief Technology Officer — *Information Technology*  
**Attachments:**     [Sempera PCS 48000.00 NextGen July-Dec2025](#)



- j. Webolutions Public Notices Web Re-Platform Project in the Amount of \$24,985.00.  
Jim Brown, Chief Technology Officer — *Information Technology*  
**Attachments:**     [Webolutions SOSA 2025-04 24985.00 C&R Public Notices Re-Platform](#)
  
- k. ALKU, LLC Public Contract for Services, Third Amendment for ADP Support and Implementation in the Amount of \$279,400.00.  
Mike Wise, Sr. Manager Application Services — *Information Technology*  
**Attachments:**     [ALKU PCS Amend3 279,400 06.25.25 Caitlin Forsyth](#)
  
- l. Subgrantee Agreement for Older Adult Homemaker and Personal Care Services Between Douglas County and ACASA Senior Care in the Amount of \$110,080.00.  
Jennifer D'Ambrosio, Community Programs Coordinator — *Community Services*  
**Attachments:**     [ACASA 25-26 Staff Report](#)
  
- m. Subgrantee Agreement for Older Adult Chore and Assisted Transportation Services Between Douglas County and Aging Resources of Douglas County in the Amount of \$114,965.00.  
Jennifer D'Ambrosio, Community Programs Coordinator — *Community Services*  
**Attachments:**     [ARDC 25-26 Staff Report](#)
  
- n. Subgrantee Agreement for Assisted Transportation Between Douglas County and Castle Rock Senior Activity Center in the Amount of \$200,760.00.  
Jennifer D'Ambrosio, Community Programs Coordinator — *Community Services*  
**Attachments:**     [CRSAC 25-26 Staff Report](#)
  
- o. Subgrantee Agreement for Older Adult Homemaker and Personal Care Services Between Douglas County and Home Instead in the Amount of \$197,839.00.  
Jennifer D'Ambrosio, Community Programs Coordinator — *Community Services*  
**Attachments:**     [HI 25-26 Staff Report](#)
  
- p. Subgrantee Agreement for Older Adult Homemaker and Personal Care Services Between Douglas County and Visiting Angels in the Amount of \$115,138.00.  
Jennifer D'Ambrosio, Community Programs Coordinator — *Community Services*  
**Attachments:**     [VA 25-26 Staff Report](#)

4.     **Regular Agenda**

- a. Acceptance of Equipment Awarded by the Department of Homeland Security North Central Region / Urban Area Security Initiative - EOD Response Vehicle (Bomb Truck) - Matching Funds Required in the Amount of \$60,000.00.

Michael McIntosh, Division Chief — *Sheriff*

**Attachments:**     [28 Douglas Bomb Truck](#)  
                              [28 Douglas Bomb Truck Budget](#)  
                              [FY24 Project award notification](#)

- b. Acceptance of Equipment Awarded by the Department of Homeland Security North Central Region / Urban Area Security Initiative - Andros Spartan Vehicle Assembly (Robot) in the Amount of \$365,476.00.

Michael McIntosh, Division Chief — *Sheriff*

**Attachments:**     [FY 2023 NCR UASI Grant Large Platform Robot Replac - Remotec Spartan](#)

- c. Purchase Order and Application to Professional Rodeo Cowboys Association for a Total Purse of \$167,125.00 for the 2025 Douglas County Rodeo.

Zach Burns, Fairgrounds Manager, FFESS — *Fairgrounds Operations*

**Attachments:**     [PRCA Confirmation 2025](#)  
                              [PRCA Rodeo Application 2025](#)

- d. Construction Contract with JHL Constructors, LLC for the County Line Road (Broadway to University) Improvement Project, in the Amount of \$28,602,670.17, Douglas County Project # CI 2020-013.

Benjamin Pierce, P.E., Capital Improvements Supervisor — *Department of Public Works Engineering*

**Attachments:**     [Signed CONTRACT ONLY - JHL Constructors - County Line Rd Broadway to Univ - Ben Pierce](#)

## **5. Citizen Comments / Organization Comments - If Time Allows**

- At this time, you are welcome to comment about any topic other than those that appeared on today's agenda. This is an opportunity to share your thoughts and ideas with us.
- Please state your name and where you reside prior to making comments. You will have up to 3 minutes.
- Any Disruptive behavior, such as impeding officials, refusing to leave when asked, or attempting to disrupt the meeting, may result in criminal charges.
- Commissioner comments, if any, will follow all citizen comments.

## **6. Commissioner Comments**

7. Other Business

8. County Manager

- a. County Manager Report.

**Attachments:**    [County Manager Report 7.8.25](#)

9. Adjournment

*\*\*The Next Business Meeting Will be Held on Tuesday, July 22, 2025 @ 1:30 p.m. \*\**

**MEETING DATE:** July 8, 2025

**DESCRIPTION:** Honoring YANA Founder Nikki Brooker.

**MEETING DATE:** July 8, 2025

**DESCRIPTION:** Approval of Business Meeting Minutes from June 24, 2025.

**ATTACHMENTS:**

Minutes Business Meeting 06.24.2025



## BOARD OF COUNTY COMMISSIONERS BUSINESS MEETING

TUESDAY, JUNE 24, 2025

### MINUTES

---

Tuesday, June 24, 2025

1:30 PM

Hearing Room

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Invocation – Jason Van Divier

**1:30 PM**

**1. Call to Order**

**PRESENT:** Chairperson Abe Laydon  
Commissioner Kevin Van Winkle  
Vice Chair George Teal

a. Pledge of Allegiance

b. Attorney Certification of Agenda

Jeff Garcia, County Attorney, said that all items on today's agenda have been reviewed by his office and they all meet legal approval.

c. Commissioners Disclosure for Items on This Agenda

**2. Consent Agenda**

This is Motion No. 025-088

Commissioner Teal moved the Board Approve the Requests in All Items "a" through "ah" of the Consent Agenda.

**RESULT:** ADOPTED THE CONSENT AGENDA

**MOVER:** George Teal

**SECONDER:** Kevin Van Winkle

**AYES:** Laydon, Van Winkle, Teal

a. Approval of Business Meeting Minutes from June 10, 2025.

b. Approval of Land Use/Public Hearing Minutes from June 10, 2025.

c. Approval of Vouchers June 24, 2025

d. Approval of Vouchers June 17, 2025

e. Colorado State Department of Local Affairs More Housing Now Intergovernmental Grant Agreement in the Amount of \$580,844.00.

f. Motion for Amendment of Exhibit D, Recreational Vehicle Parking Restriction Areas, Including Additional Locations within the County to Control and Regulate the Parking of Recreational Vehicles on Public Property, from Ordinance O-25-001, An Ordinance For The Regulation Of Traffic And Parking.

- g. 2025 SWAT Medic Purchase Order in the Amount of \$150,000.00.
- h. FY 2026 Colorado Correctional Treatment Board Local Funding Program for Recovery Support Services Award in the Amount of \$30,000.00.
- i. FY2026 High Visibility Enforcement Driving Under the Influence (DUI) Grant Award Acceptance in the Amount of \$65,000.00.
- j. Fee Waiver Request in the Amount of \$1,260.00 for the ROCK-IT-RUN at Fairgrounds Regional Park.
- k. Use Fee Modification Request from \$875.00 to \$500.00 for a 5-day Camp at Rueter-Hess Reservoir July 14 to 18, 2025.
- l. Fee Waiver Request in the Amount of \$325.00 for the Parker Senior Center Picnic at Challenger Regional Park.
- m. Fee Waiver Request in the Amount of \$10,890.00 from Highlands Ranch Community Association and Highlands Ranch Cultural Affairs Association for a July 4th Fireworks and Celebration at Highland Heritage Regional Park.
- n. Purchase Order to Four Rivers Equipment (formerly Honnen Equipment) in the Amount of \$235,001.00 Under Douglas County IFB #042-22.
- o. Purchase Order to OJ Watson for a Total of \$533,568.00 Under the City & County of Denver Master Supplier Contract Number SC-00003211.
- p. Insight Microsoft 365 G5 Suite Purchase in the Amount of \$194,786.38.
- q. Contracts with Manna Resource Center for Child Welfare and TANF Community Services in the Combined Total of \$340,000.00.
- r. Intergovernmental Agreement Between Jefferson, Arapahoe, and Douglas Counties - Collaborative Foster Care Program in the Amount of \$120,000.00.
- s. Contract with Advocates for Children on behalf of the Douglas County Collaborative Management Program for CMP Staff in the Amount of \$242,000.00.
- t. Contract with Family Tree for Generational Opportunities to Achieve Long-Term Success Program in the Amount of \$300,000.00.
- u. Contract with Continuum of Colorado, Inc. for TANF Case Management Services in the Amount of \$175,360.00.
- v. Intergovernmental Agreement Between Arapahoe and Douglas Counties for Employment Services for \$171,342.00
- w. Intergovernmental Agreement Between Arapahoe and Douglas Counties for Temporary Assistance for Needy Families in the Amount of \$200,000.00.
- x. Intergovernmental Agreement Between the Board of County Commissioners of the County of Douglas and the State of Colorado Department of Transportation Regarding Financial Contribution Toward Design for the Colorado Boulevard Bike-Ped Bridge over C-470 Project, with a Contribution of \$550,000.00 in Federal Funds from CDOT and Requires Local Agency Matching Funds of \$137,500.00 from Douglas County, Douglas County

Project Number CI 2024-021.

- y. Construction Contract Amendment with Kraemer North America, LLC for Change Order 2A for an Amount not to Exceed \$1,954,869.81 for the US Highway 85 (Highlands Ranch Parkway to Dad Clark Gulch) Widening Project, Douglas County Project Number CI 2022-021, CDOT Project Number STU 0852-118 (23474).
- z. Purchase of Surface Stabilization and Dust Control Materials For Use on Douglas County Roads in 2025.
- aa. Amendment Number Three (3) for the Public Contract for Services for 2025 -2026 Conveyance Regulation Services with Shums Coda Associates, LLC, in the Additional Amount of \$119,640.00, and Extending the Contract Term Through July 31, 2026.
- ab. Construction Contract with 53 Corporation, LLC, for the Saxeborough Drive Culvert Repair Project, in the Amount of \$175,950.00, Douglas County Project Number SP2025-010.
- ac. Resolution Concerning the Preliminary Order for the Douglas County Local Improvement District (LID) Country Club Drive (Group 10) LID, Douglas County Project Number CI 2025-015.  
Resolution No: R-025-053
- ad. Special Access Permit for 11001 Spruce Mountain Road.
- ae. Resolution for a Temporary Closure of Grigs Road for Approximately One Mile Between Daniels Park Road and the East/West Regional Trailhead & Pavilion Parking Lot Associated with the Grigs Road Paving Phase 1 Project, Douglas County Project Number CI 2021-032.  
Resolution No: R-025-054
- af. Acceptance of Grant of Utility Easement (Overhead Light Poles and Underground Electric Lines) from Double Helix West, LLC Regarding Existing Driveway Lighting Improvements at the Unified Metropolitan Forensic Crime Laboratory; Douglas County Project No. DV 2024-378.
- ag. Acceptance of Grant of Secondary Storm Drainage Easement from Double Helix West, LLC for Meridian International Business Center Filing No. 6, 7th Amendment, Lot 2A-1A to Provide Access for the Maintenance of the Private Stormwater System in the Event the Owner Fails to Adequately Maintain Said Facilities; Douglas County Project No. DV 2024-378.
- ah. Resolution in Support of Amateur Radio Week Proclamation.  
Resolution No: R-025-055

### **3. Regular Agenda**

- a. 2025-2026 Public Contract for Services to Share Costs for the School Resource Officer Program

Commander Derek Castellano, Douglas County Sheriff's Office, addressed the Board to present on this Item.

Commissioner Laydon commented on this Item.

Commissioner Van Winkle commented on this Item and asked a question.



Commander Castellano addressed the Board to answer the Commissioner's question.

Commissioner Laydon commented on this Item.

Commissioner Teal commented on this Item.

Commissioner Laydon commented on this Item.

Public Comment:

Gary Wood, Perry Park, addressed the Board to provide public comment.

Len Whitten addressed the Board to provide public comment.

Commissioner Laydon commented on this Item.

Commander Castellano addressed the Board to comment on this Item.

Commissioner Van Winkle commented on this Item.

Commissioner Teal asked clarifying questions.

Undersheriff David Walcher, Douglas County Sheriff's Office, addressed the Board to answer the Commissioner's comments.

This is Motion No. 025-089

Commissioner Van Winkle moved that the Board approve 2025-2026 Public Contract for Services to Share Costs for the School Resource Officer Program.

**RESULT:** ADOPTED

**MOVER:** Kevin Van Winkle

**SECONDER:** George Teal

**AYES:** Laydon, Van Winkle, Teal

**AYES:** Laydon, Van Winkle, Teal

b. 2025 Douglas County Fire Operating Plan.

Mike Alexander, Director of Emergency Management, addressed the Board to present on this Item.

Commissioner Laydon commented on this Item.

Commissioner Van Winkle commented on this Item.

Commissioner Laydon commented on this Item.

Commissioner Teal commented on this Item.

Public comment:

Gary Wood, Perry Park, addressed the Board to provide public comment.

This is Motion No. 025-090

Commissioner Teal moved that the Board approve 2025 Douglas County Fire Operating Plan.

**RESULT:** ADOPTED

**MOVER:** George Teal

**SECONDER:** Kevin Van Winkle

**AYES:** Laydon, Van Winkle, Teal

- c. 6793 Scott Avenue - Site Improvement Plan Fee Waiver Request for the Estimated Amount of \$374,075.00 - Project File: SP2023-068.

Mike Pesicka, Department of Community Development, addressed the Board to present on this Item.

Ahmed Abdelhameed, Ulysses Development Group, addressed the Board to further present on this Item.

Commissioner Laydon commented on this Item and asked clarifying questions.  
Mr. Abdelhameed addressed the Board to answer the Commissioner's questions.

Public Comment: None

Commissioner Teal commented on this Item.

Commissioner Laydon commented on this Item.

This is Motion No. 025-091

Commissioner Van Winkle moved that the Board approve 6793 Scott Avenue - Site Improvement Plan Fee Waiver Request for the Estimated Amount of \$374,075.00 - Project File: SP2023-068.

**RESULT:** ADOPTED

**MOVER:** Kevin Van Winkle

**SECONDER:** George Teal

**AYES:** Laydon, Van Winkle, Teal

- d. Grant Agreement for Older Adult Transportation Services Between Douglas County and Castle Rock Senior Activity Center in the Amount of \$189,000.00.

Jennifer D'Ambrosio, Community Services, addressed the Board to present on Items 3d, 3e, and 3f.

Public Comment:

Debbie Haney addressed the Board to provide public comment.

Commissioner Teal commented on this Item.

Commissioner Van Winkle commented on this Item.

Commissioner Laydon commented on this Item.

This is Motion No. 025-092

Commissioner Teal moved that the Board approve Grant Agreement for Older Adult Transportation Services Between Douglas County and Castle Rock Senior Activity Center in the Amount of \$189,000.00.

**RESULT:** ADOPTED  
**MOVER:** George Teal  
**SECONDER:** Kevin Van Winkle  
**AYES:** Laydon, Van Winkle, Teal

- e. Grant Agreement for Older Adult Home Delivered Meals Between Douglas County and Nourish Meals on Wheels in the Amount of \$100,000.00.

This Item was presented with Item 3d.

This is Motion No. 025-093

Commissioner Teal moved that the Board approve Grant Agreement for Older Adult Home Delivered Meals Between Douglas County and Nourish Meals on Wheels in the Amount of \$100,000.00.

**RESULT:** ADOPTED  
**MOVER:** George Teal  
**SECONDER:** Kevin Van Winkle  
**AYES:** Laydon, Van Winkle, Teal

- f. Grant Agreement for Older Adult Transportation Services Between Douglas County and Aging Resources of Douglas County in the Amount of \$131,000.00.

This Item was presented with Item 3d.

Commissioner Van Winkle commented on this Item.

This is Motion No. 025-094

Commissioner Teal moved that the Board approve Grant Agreement for Older Adult Transportation Services Between Douglas County and Aging Resources of Douglas County in the Amount of \$131,000.00.

**RESULT:** ADOPTED  
**MOVER:** George Teal

**SECONDER:** Kevin Van Winkle

**AYES:** Laydon, Van Winkle, Teal

**4. Citizen Comments / Organization Comments - If Time Allows**

Gary Wood, Perry Park, addressed the Board to provide comment.

**5. Commissioner Comments**

Commissioner Laydon provided comment.

Commissioner Van Winkle provided comment.

Commissioner Teal provided comment.

**6. Other Business**

**7. County Manager**

a. County Manager Report.

**8. Adjournment**

*\*\*The Next Business Meeting Will be Held on Tuesday, July 8, 2025 @ 1:30 p.m. \*\**

**MEETING DATE:** July 8, 2025

**DESCRIPTION:** Approval of Land Use/Public Hearing Minutes from June 22, 2025.

**ATTACHMENTS:**

Minutes LU\_PH Meeting 06.24.2025



**BOARD OF COUNTY COMMISSIONERS LAND USE  
MEETING/PUBLIC HEARING**

**TUESDAY, JUNE 24, 2025**

**MINUTES**

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**Tuesday, June 24, 2025**

**2:30 PM**

**Hearing Room**

---

**2:30 PM**

**1. Call to Order**

**PRESENT:** Vice Chair George Teal, Abe Laydon and Kevin Van Winkle

a. Pledge of Allegiance

b. Attorney Certification of Agenda

Jeff Garcia, County Attorney, said that all items on today's agenda have been properly noticed and the Board has jurisdiction to proceed.

c. Commissioners Disclosure for Items on This Agenda

**2. Land Use Meeting Agenda Items**

**3. Public Hearing Agenda Items**

a. Douglas County Zoning Resolution Amendments to Allow Accessory Dwelling Units - Project File: DR2024-001.

Lauren Pulver, Department of Community Development, addressed the Board to present on this Item.

Commissioner Van Winkle commented on this Item.

Commissioner Laydon commented on this Item.

Public Comment:

Tom Bowles, Franktown, addressed the Board to provide public comment.

Commissioner Teal commented on this Item.

Commissioner Van Winkle commented on this Item.

Commissioner Laydon commented on this Item.

This is Motion No. 025-095

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Commissioner Teal moved that the Board approve A Resolution adopting amendments to Douglas County Zoning Resolution Section 3 - Agricultural One District, Section 4 - Large Rural Residential District, Section 5 - Rural Residential District, Section 6 - Estate Residential District, Section 7 - Suburban Residential District, Section 36 - Definitions - Project File: DR2024-001

**RESULT:** ADOPTED  
**MOVER:** George Teal  
**SECONDER:** Kevin Van Winkle  
**AYES:** Teal, Chairperson Laydon and Commissioner Van Winkle  
Regulation Amendment No: R-025-056

- b. Douglas County Zoning Resolution Amendments to Regulate Natural Medicine Facilities - Project File: DR2024-003.

Lauren Pulver, Department of Community Development, addressed the Board to present on this Item.

Public Comment: None

Commissioner Van Winkle commented on this Item.

Commissioner Teal commented on this Item.

Commissioner Laydon commented on this Item.

Commissioner Van Winkle commented on this Item.

This is Motion No. 025-096

Commissioner Van Winkle moved that the Board approve A Resolution adopting amendments to Douglas County Zoning Resolution Section 11 - Business District, Section 12 - Commercial District, Section 13 - Light Industrial District, Section 14 - General Industrial District, Section 21 - Use By Special Review - Project File: DR2024-003.

**RESULT:** ADOPTED  
**MOVER:** Kevin Van Winkle  
**SECONDER:** George Teal  
**AYES:** Chairperson Laydon and Commissioner Van Winkle  
**NAYS:** Teal  
Regulation Amendment No: R-025-057

- c. Louviers Water and Sanitation Utility Easement on Dupont Open Space.

Dan Dertz, Director of Open Space, addressed the Board to comment on this Item.

Chase Everly, Open Space and Natural Resources, addressed the Board to present on this Item.

Public Comment: None

This is Motion No. 025-097

Commissioner Teal moved that the Board approve Louviers Water and Sanitation Utility Easement on Dupont Open Space.

**RESULT:** ADOPTED

**MOVER:** George Teal

**SECONDER:** Kevin Van Winkle

**AYES:** Teal, Chairperson Laydon and Commissioner Van Winkle

- d. Resolution supplementing the 2025 Adopted Budget for the County of Douglas, Colorado to Recognize New Revenues received since Annual Budget Adoption, Appropriate Restricted, Committed, Assigned, and Unassigned Fund Balances in the Amount of \$67,609,506.

Kim Hirsch, Budget, addressed the Board to present on this Item.

Commissioner Laydon asked a clarifying question.

Ms. Hirsch addressed the Board to answer the Commissioner's question.

Commissioner Van Winkle commented on this Item and asked a clarifying question.

Ms. Hirsch addressed the Board to answer the Commissioner's question.

Commissioner Laydon commented on this Item.

Commissioner Teal commented on this Item.

Public Comment: None

This is Motion No. 025-098

Commissioner Van Winkle moved that the Board approve Resolution supplementing the 2025 Adopted Budget for the County of Douglas, Colorado to Recognize New Revenues received since Annual Budget Adoption, Appropriate Restricted, Committed, Assigned, and Unassigned Fund Balances in the Amount of \$67,609,506.

**RESULT:** ADOPTED

**MOVER:** Kevin Van Winkle

**SECONDER:** George Teal

**AYES:** Teal, Chairperson Laydon and Commissioner Van Winkle  
Resolution No: R-025-058

#### 4. Adjournment

*\*\*The Next Land Use Meeting / Public Hearing Will be Held on Tuesday, July 8, 2025 @ 2:30 p.m.\*\**



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www.douglas.co.us

**MEETING DATE:** July 8, 2025

**STAFF PERSON RESPONSIBLE:** Andrew Copland, Director of Finance

**DESCRIPTION:** Approval of Vouchers July 1, 2025

**SUMMARY:** The attached printout lists vouchers and electronic funds transfers requiring Board approval.

Vouchers	\$ 3,267,339.45
Electronic Funds Transfers	\$
Handwritten Checks	\$ 947,246.60
Purchasing Card Charges	\$
Election Judges	\$ 5,290.32
<b>TOTAL:</b>	<b>\$ 4,219,876.37</b>

All vouchers, electronic fund transfers, and election judge payments have been approved and signed by a department authorized signer or an elected official. The department authorized signer or an elected official acknowledges the item or service is within the approved budgetary spending authority (Colorado Revised Statutes Title 29, Article 1) and is pursuant to Douglas County policies.

**RECOMMENDED ACTION:** Approval.

**REVIEW:**

Andrew Copland	Approve	6/25/2025
Jeff Garcia	Approve	6/25/2025
Doug DeBord	Approve	6/25/2025

**ATTACHMENTS:**  
07.01.25 BOCC

## VOUCHERS

R55AP001

DOUGLAS COUNTY GOVERNMENT  
Payment Register Report6/24/2025  
10:56:59

Payment Number	Payment Date	Vendor No.	Vendor Name	Invoice Number	Fund	Business Unit	Business Unit Description	Object Acct	Account Description	Amount	Remark
109274	07/02/25	1645102	4 RIVERS EQUIPMENT LLC	1788718	100	19910	FLEET MAINTENANCE	436200	Equip. & Motor Vehicle Parts	156.66	FLEET PARTS
109275	07/02/25	1180938	ACORN PETROLEUM INC	171371IN 173611IN 173621IN 171361IN	100 100 100 100	19910 19910 19910 19910	FLEET MAINTENANCE FLEET MAINTENANCE FLEET MAINTENANCE FLEET MAINTENANCE	436150 436150 436150 436150	Fleet Tanks Fuel Fleet Tanks Fuel Fleet Tanks Fuel Fleet Tanks Fuel	15,176.19 15,850.66 17,973.21 16,407.14	FUEL FOR CASTLE ROCK FUEL FOR PARKER FUEL FOR CASTLE ROCK FUEL FOR PARKER
									<b>Total Payment</b>	<b>65,407.20</b>	
109276	07/02/25	1306267	ADAPTIVE INTERVENTIONS	2025007	100	19700	COMMUNITY JUSTICE SERVICES	443600	Other Professional Services	12,436.67	THERAPY SERVICES
109277	07/02/25	1552005	ADVANCED NETWORK MANAGEMENT	IN104745	100	18900	SOFTWARE MAINTENANCE	444550	Software/Hardware Subscription	3,952.00	LANSING HARDWARE
109278	07/02/25	1101782	ADVANCED PROPERTY MAINTENANCE	41933 41931 41935 41992 41930 41934	250 250 250 250 250 250	53500 53500 53500 53500 53500 53500	OPEN SPACE OPEN SPACE OPEN SPACE OPEN SPACE OPEN SPACE OPEN SPACE	444700 444700 444700 444700 444700 444700	Other Repair & Maint. Service Other Repair & Maint. Service Other Repair & Maint. Service Other Repair & Maint. Service Other Repair & Maint. Service Other Repair & Maint. Service	4,395.00 65.00 225.00 195.00 1,055.00 130.00	WASTE BAGS - MULTI LOCATIONS MOWING - SANDSTONE RANCH WASTE BAGS - SANDSTONE FENCE REPAIR MOWING - MULTI LOCATIONS GLENDALE CONCRETE PAD CLEANING
									<b>Total Payment</b>	<b>6,065.00</b>	
109279	07/02/25	1077343	ADVANCED TRAFFIC PRODUCTS INC	40645	200	31660	TRAFFIC SIGNAL ASSET MGMT PROG	436300	Traffic Signal Parts	26,350.00	PEDESTRIAN MODULE
109280	07/02/25	1488308	AGING RESOURCES OF DOUGLAS COUNTY	MAY2025FASTER ARDCHMKR0525 MAY2025FTACC ARDCTRANS0525 MAY25FTA ARDCHORE0525 MAY2025FASTERCC	100 100 100 100 100 100 100	802029 861001 861541 861001 861541 861001 802029	DRCOG FASTER GRANT STATE SENIOR SERVICES GRANT CDOT 5310 GRANT STATE SENIOR SERVICES GRANT CDOT 5310 GRANT STATE SENIOR SERVICES GRANT DRCOG FASTER GRANT	443600 443600 443600 443600 443600 443600 443600	OPS/2024 ARDC/ TRIPS OPS/OAA ARDC HOMEMAKER 2024 OPS/2024 ARDC/ CALL CENTER OPS/OAA ARDC ASST TRANSPORT 24 OPS/2024 ARDC/ TRIPS OPS/OAA ARDC CHORES 2024 OPS/2023 ARDC/ CALL CENTER	3,850.00 15,165.00 966.25 8,505.00 17,080.00 1,360.00 1,308.75	DRCOG SENIOR TRANSPORTATION GRANT DRCOG SENIOR HOMEMAKER GRANT DRCOG SENIOR TRANSPORTATION GRANT DRCOG SENIOR TRANSPORTATION GRANT DRCOG SENIOR TRANSPORTATION GRANT DRCOG SENIOR CHORE GRANT DRCOG SENIOR TRANSPORTATION GRANT
									<b>Total Payment</b>	<b>48,235.00</b>	
109281	07/02/25	1267288	AGTERRA TECHNOLOGIES INC	254442	200	31550	WEED CONTROL	444500	Software/Hardware Supp./Maint.	2,250.00	ANNUAL USER LICENSE
109282	07/02/25	1649651	AKKODIS INC	13508527	100	800900	TECHNOLOGY FUND	432100	Contract Work/Temporary Agency	22,680.00	WORKFORCE DEVELOPER
109283	07/02/25	1469327	AMERICAN TOWER CORPORATION	JUL2025	100	19150	JUSTICE CENTER FACILITY MGMT	451100	Building/Land Lease/Rent	3,422.00	JUL 2025 LEASE - SEDALIA TOWER
109284	07/02/25	1130770	APPLEGATE GROUP INC	55084	100	16200	PLANNING & ZONING SERVICES	443600	Other Professional Services	743.75	WATER DEVELOPMENT REVIEW
109285	07/02/25	1001887	ARCHITERRA GROUP INC	8194 8179 8199	250 250 100	850808 850817 802036	BLUFFS REGIONAL PARK (STX) MACANTA REGIONAL PARK STRONG COMMUNITIES GRANT	443600 473500 443450	Other Professional Services Parks & Recreation Improvement Arch/Design/Planning	1,828.00 6,813.60 4,779.85	CONTRACT REVIEW CONSTRUCTION DOCUMENTS BRIDGE DESIGN
									<b>Total Payment</b>	<b>13,421.45</b>	
109286	07/02/25	1274142	ARMORED KNIGHTS INC	9921 10030	100 100	13100 21125	TREASURER SUPPORT SERVICES	443530 447500	Other Bank Fees Other Purchased Services	310.30 620.60	ARMORED CAR SERVICES ARMORED CAR SERVICES
									<b>Total Payment</b>	<b>930.90</b>	
109287	07/02/25	1628145	AUTOAUTO WASH LLC	WO57632	100	19920	FLEET-CAR WASH FACILITY	444700	Other Repair & Maint. Service	540.49	SERVICE CALL CASTLE ROCK CAR WASH
109288	07/02/25	1550162	AZTEC SURVEYING AND LOCATING	1614	200	800100	CONTRACTED MAJOR ROAD MAINT	473100	Roads, St., Drainage-Eng.	1,080.00	TRAFFIC CONTROL LOCATE
109289	07/02/25	1518284	BEHAVIORAL HEALTH CONSULTANTS INC	060125	100	802024	PEACE OFFICER MENTAL HEALTH	443600	Other Professional Services	540.00	COUNSELING SERVICES
109290	07/02/25	1528725	BENESCH	322904 322917 322864 322864 322864 322776	235 230 230 230 230 230	801507 800437 800461 800461 800461 800129	C470 TRAIL OVER UNIVERSITY BRIDGE REPAIR PROJECTS COUNTY LINE/HOLLY TO BROADWAY COUNTY LINE/HOLLY TO BROADWAY COUNTY LINE/HOLLY TO BROADWAY I-25 FRONTAGE RD(TOMAH-DAWSON)	467400 473100 473200 468200 468250 473100	State-CDOT Roads, St., Drainage-Eng. Road-St Drainage-Construction Intergovernmental-Littleton Intergovernmental-Centennial Roads, St., Drainage-Eng.	22,285.50 15,118.00 1,585.80 352.40 1,585.80 44,290.75	CONSTRUCTION MANAGEMENT - C470 & UNIVERSITY CONSTRUCTION MANAGEMENT - HESS RD CONSTRUCTION MANAGEMENT - COUNTY LINE RD CONSTRUCTION MANAGEMENT - COUNTY LINE RD CONSTRUCTION MANAGEMENT - COUNTY LINE RD CONSTRUCTION MANAGEMENT - WEST FRONTAGE RD
									<b>Total Payment</b>	<b>85,218.25</b>	
109291	07/02/25	1628827	BEYOND THE BADGE LLC	052025DCSO	100	802024	PEACE OFFICER MENTAL HEALTH	443600	Other Professional Services	7,700.00	MENTAL HEALTH SERVICES

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109292	07/02/25	1001087	BLACK HILLS ENERGY	3099396829/061225	100	19100	FACILITIES ADMINISTRATION	450220	Gas	111.15	410 WILCOX ST
109293	07/02/25	1116253	CARTER, KATHERINE	033125-051625	100	16200	PLANNING & ZONING SERVICES	445300	Travel Expense	96.88	MILEAGE REIMBURSEMENT
109294	07/02/25	1363204	CASTLE ROCK MICROWAVE LLC	4105	240	33220	DSO COMMUNICATIONS NETWORK	474800	Other Machinery & Equip.	145,772.60	EQUIPMENT & INSTALLATION
109295	07/02/25	1000176	CASTLE ROCK SENIOR CENTER	CRSCTRANS0525	100	861001	STATE SENIOR SERVICES GRANT	443600	OPS/CRSAC ASST TRANSPORT 2024	6,125.00	DRCOG SENIOR TRANSPORTATION GRANT
109296	07/02/25	1278839	CATHOLIC CHARITIES OF CENTRAL COLORADO	202505	210	44400	TANF BLOCK GRANT	443600	Other Professional Services	2,491.50	MAY SERVICES
109297	07/02/25	1534344	CENTER COPY BOULDER, INC.	70391 70390 70383 70090 70389 70373	223 220 210 100 100 100	28001 22100 44900 21125 21155 11100	DA 23RD - DISTRICT MO ALLOC PATROL-LEA CHILD SUPPORT ENFORCEMENT SUPPORT SERVICES HIRING OFFICE OF THE BOARD	440100 440100 440100 440100 440100 440100	Printing/Copying/Reports Printing/Copying/Reports Printing/Copying/Reports Printing/Copying/Reports Printing/Copying/Reports Printing/Copying/Reports	672.00 238.40 134.40 36.75 42.00 34,564.09	BUSINESS CARDS MIRANDA CARDS FOR PATROL BUSINESS CARDS BUSINESS CARDS BUSINESS CARDS HOME RULE BOOKLETS/SORT/MAIL
									<b>Total Payment</b>	<b>35,687.64</b>	
109298	07/02/25	1574011	CHANDLER ASSET MANAGEMENT INC	2505DOUGLASC	100	13100	TREASURER	443150	Acctg & Financial Services	10,958.33	INVESTMENT ADVISOR FEE MAY 2025
109299	07/02/25	1004978	CHURCH OF THE ROCK	053125	210	44400	TANF BLOCK GRANT	443600	Other Professional Services	7,035.49	MAY 2025 SERVICES
109300	07/02/25	1457627	CODE-4 COUNSELING	1087	100	802024	PEACE OFFICER MENTAL HEALTH	443600	Other Professional Services	2,600.00	COUNSELING SERVICES
109301	07/02/25	1036774	COMPUTRONIX (USA) INC	7403	100	18900	SOFTWARE MAINTENANCE	444500	Software/Hardware Supp./Maint.	2,500.00	DBA SERVICES JUN 2025
109302	07/02/25	1000536	CORE ELECTRIC COOPERATIVE	85017301/061925	200	31400	MAINTENANCE OF CONDITION	450210	Electric	110.21	SEDALIA SHOP
109303	07/02/25	1642742	CROWE LLP	C1184760 C1184760	100 100	18900 18900	SOFTWARE MAINTENANCE SOFTWARE MAINTENANCE	444550 444550	Software/Hardware Subscription Software/Hardware Subscription	19,350.00 37,125.00	WORKSMART DYNAMICS IMPLEMENTATION WORKSMART DYNAMICS IMPLEMENTATION
									<b>Total Payment</b>	<b>56,475.00</b>	
109304	07/02/25	1028703	DENVER DUMB FRIENDS LEAGUE	295	100	19220	ANIMAL CONTROL - DDFL	447500	Other Purchased Services	7,329.00	MAY 2025 ANIMAL SERVICES
109305	07/02/25	1000333	DESIGN CONCEPTS CLA INC	23502	100	51125	PARK MAINTENANCE-Cash in Lieu	443600	Other Professional Services	13,500.00	BURNS REGIONAL PARK
109306	07/02/25	1002888	DLH ARCHITECTURE LLC	24068	240	33215	JUSTICE CNTR FACIL IMPRVMNTS	472300	Improvements	2,086.90	JUSTICE CENTER SECURITY REMODEL
109307	07/02/25	1394840	DS ENVIRONMENTAL CONSULTING	28291 28291	100 100	21400 21500	COURT SERVICES DETENTION	443600 443600	Other Professional Services Other Professional Services	825.00 825.00	ENVIRONMENTAL TESTING ENVIRONMENTAL TESTING
									<b>Total Payment</b>	<b>1,650.00</b>	
109308	07/02/25	1113035	ELITE SURFACE INFRASTRUCTURE	CI2020029APP1 CI2020029APP2RTNG CI2020029APP2	230 230 230	800156 800156 800156	HILLTOP RD (REATA-SINGING HILL HILLTOP RD (REATA-SINGING HILL HILLTOP RD (REATA-SINGING HILL	473200 211810 473200	Road-St Drainage Construction Retainage Payable Road-St Drainage Construction	143,851.75 (2,023.22) 40,464.35	HILLTOP SEGMENT HILLTOP SEGMENT HILLTOP SEGMENT
									<b>Total Payment</b>	<b>182,292.88</b>	
109309	07/02/25	1338430	ELKHART PLASTICS LLC	2025REBATE	100	65500	ECONOMIC DEVELOPMENT SERVICES	453250	BPPT Rebate	8,817.71	2024 BUSINESS TAX REBATE
109310	07/02/25	1112392	GADES SALES COMPANY INC	881311IN 88016IN	200 200	31660 31600	TRAFFIC SIGNAL ASSET MGMT PROG ENG - TRAFFIC SIGNS/STRIPING	474370 474370	Traffic Signal Eqpmnt - Engr Traffic Signal Eqpmnt - Engr	817.87 5,375.00	TRAFFIC EQUIPMENT TRAFFIC EQUIPMENT
									<b>Total Payment</b>	<b>6,192.87</b>	
109311	07/02/25	1000458	GALLS LLC	BC2184604	220	22500	IMPACT UNIT/LEA	433500	Clothing & Uniforms	4,420.50	BALLISTIC VESTS
109312	07/02/25	1559981	GIS PEACE LLC	2119	100	18900	SOFTWARE MAINTENANCE	444500	Software/Hardware Supp./Maint.	4,000.00	GIS ANALYSIS
109313	07/02/25	1053221	GRAINGER	9527597653 9527352232 9528280671 9527597653	200 200 200 200	31650 31650 31600 31650	ENG-ITS/TRAFFIC SIGNAL OPS ENG-ITS/TRAFFIC SIGNAL OPS ENG - TRAFFIC SIGNS/STRIPING ENG-ITS/TRAFFIC SIGNAL OPS	436300 433200 436400 436400	Traffic Signal Parts Office Supplies Consumable Tools Consumable Tools	28.09 54.48 404.36 24.67	WIRE SPOOL LABEL TAPE CARTRIDGE TOOL CHEST RIVET TOOL

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				9527597638	200	31600	ENG - TRAFFIC SIGNS/STRIPING	433500	Clothing & Uniforms	18.15	SUN PROTECTION
				9527597653	200	31650	ENG-ITS/TRAFFIC SIGNAL OPS	433200	Office Supplies	677.02	LABEL PRINTER AND BATTERIES
				9529610413	200	31600	ENG - TRAFFIC SIGNS/STRIPING	438800	C.A.-Other Equipment	4,218.99	METAL BENDER BRAKE
									<b>Total Payment</b>	<b>5,425.76</b>	
109314	07/02/25	1546437	HARBOUR, RICHARD	052425	100	19150	JUSTICE CENTER FACILITY MGMT	445300	Travel Expense	39.20	MILEAGE REIMBURSEMENT
109315	07/02/25	1046472	HDR ENGINEERING INC	1200725984	230	800998	US HWY 85 IMPROVEMENTS	467400	State-CDOT	21,101.40	DESIGN SERVICES - US-85
				1240027682	230	800156	HILLTOP RD (REATA-SINGING HILL	473100	Roads, St., Drainage-Eng.	5,643.75	DESIGN SERVICES - US-85
									<b>Total Payment</b>	<b>26,745.15</b>	
109316	07/02/25	1452597	HEALTH ADVOCATE SOLUTIONS INC	DOUGLASCOUNT250615	100	100	GENERAL FUND	219834	Accrued Emp'e Asst. Plan (EAP)	1,908.00	JUL 2025 HEALTH ADVOCATE SERVICES
				DOUGLASCOUNT250615	100	100	GENERAL FUND	219806	Accrued Advocacy Fees	1,590.00	JUL 2025 HEALTH ADVOCATE SERVICES
									<b>Total Payment</b>	<b>3,498.00</b>	
109317	07/02/25	1032273	HOLCIM-WCR INC	721163448	200	31400	MAINTENANCE OF CONDITION	448200	Aggregate Products	6,554.27	ROAD BASE FOR INDIAN CREEK
				721168499	200	31400	MAINTENANCE OF CONDITION	448200	Aggregate Products	13,110.83	ROAD BASE FOR INDIAN CREEK
				721163449	200	31400	MAINTENANCE OF CONDITION	448300	Asphalt & Asphalt Filler	571.37	ASPHALT FOR PAVING
				721156811	200	31400	MAINTENANCE OF CONDITION	448200	Aggregate Products	17,264.60	ROAD BASE FOR INDIAN CREEK
									<b>Total Payment</b>	<b>37,501.07</b>	
109318	07/02/25	1136824	JAY DEE CLEANING & RESTORATION INC	254009	100	19100	FACILITIES ADMINISTRATION	444400	Service Contracts	4,327.00	EVERGLAZE FLOOR - WILCOX
109319	07/02/25	1538256	JON P DICKEY LLC	25DC11	100	24100	BUILDING DEVELOPMENT SERVICES	443600	Other Professional Services	4,890.00	CONTRACT ROOFING INSPECTIONS
109320	07/02/25	1443230	KANE, MICHELLE	050725-061225	210	44150	ADULT PROTECTION	445300	Travel Expense	119.77	MILEAGE REIMBURSEMENT
109321	07/02/25	1167834	KNOTHEAD TREE AND LAWN CARE	21292	200	31400	MAINTENANCE OF CONDITION	444700	Other Repair & Maint. Service	1,995.00	TREE REMOVAL
109322	07/02/25	1656196	KR CONSTRUCTION GROUP INC	KR24086APP6	240	33215	JUSTICE CNTR FACIL IMPRVMNTS	472300	Improvements	58,761.63	JUSTICE CENTER REMODEL
				KR24086APP6RTNG	100	33215	JUSTICE CNTR FACIL IMPRVMNTS	211810	Retainage Payable	(2,938.11)	JUSTICE CENTER REMODEL
									<b>Total Payment</b>	<b>55,823.52</b>	
109323	07/02/25	1463645	LANGUAGE TESTING INTERNATIONAL	L99542IN	100	22100	PATROL-LEA	447900	Recruitment Costs	252.00	LANGUAGE TESTING
109324	07/02/25	1543358	LEE, MICHAEL	061125-061225PERDIEM	210	44550	CHILD WELFARE ADDTL ALLOCATION	445300	Travel Expense	129.00	CLIENT MEETING, SPOKANE, WA
109325	07/02/25	1129801	LEVEL 3 COMMUNICATIONS	205293003/060125	100	18100	IT ADMINISTRATION	442440	Data Communication Lines	2,516.42	DCSO CIRCUITS
				55R7HCHDM/060125	100	18100	IT ADMINISTRATION	442400	Telephone/Communications	7,296.27	JUN 2025 LONG DISTANCE SERVICES
				5GJSRDGHR/060125	100	18100	IT ADMINISTRATION	442440	Data Communication Lines	7,390.60	10G INTERNET CIRCUITS
									<b>Total Payment</b>	<b>17,203.29</b>	
109326	07/02/25	1421424	LIFELONG INC	DGS090	210	44500	CHILD WELFARE	443600	Other Professional Services	270.00	APR 2025 CONSULTATION
109327	07/02/25	1580699	LIGHTHOUSE TRANSPORTATION GROUP	TF2021026APP1	230	800833	TRAFFIC COMM./FIBER/CCTV O&M	473800	Traffic Signals - Construction	127,802.50	TRAFFIC LIGHT INSTALLATION - KENDRICK CASTILLO WAY
				TF2021026RTNG	230	800833	TRAFFIC COMM./FIBER/CCTV O&M	211810	Retainage Payable	(6,390.13)	TRAFFIC LIGHT INSTALLATION - KENDRICK CASTILLO WAY
				25035	200	800916	TRAFFIC SIG RPLMNT & MAJ MAINT	478300	Major Maint. Repair Projects	947.50	TRAFFIC SIGNAL MAINTENANCE
									<b>Total Payment</b>	<b>122,359.87</b>	
109328	07/02/25	1129080	LIGHTING ACCESSORY & WARNING SYSTEMS	25919	220	22500	IMPACT UNIT/LEA	474300	Cars, Vans, Pickups	13,202.36	VEHICLE UPFIT
				25904	220	22120	FLEET - LEA	474300	Cars, Vans, Pickups	281,526.17	VEHICLE UPFIT
				25912	220	22100	PATROL-LEA	474300	Cars, Vans, Pickups	157,132.98	VEHICLE UPFIT
				25918	220	22150	TRAFFIC SECTION	474300	Cars, Vans, Pickups	29,133.81	VEHICLE UPFIT
				25906	220	22120	FLEET - LEA	474300	Cars, Vans, Pickups	21,267.28	VEHICLE UPFIT
				25905	220	22120	FLEET - LEA	474300	Cars, Vans, Pickups	105,499.90	VEHICLE UPFIT
				25913	100	19210	VEHICLE REPLACEMENT	474300	Cars, Vans, Pickups	14,611.01	VEHICLE UPFIT
				25917	100	19210	VEHICLE REPLACEMENT	474300	Cars, Vans, Pickups	2,237.28	VEHICLE UPFIT
				25916	100	19210	VEHICLE REPLACEMENT	474300	Cars, Vans, Pickups	7,791.73	VEHICLE UPFIT
				25915	100	19210	VEHICLE REPLACEMENT	474300	Cars, Vans, Pickups	2,907.10	VEHICLE UPFIT
									<b>Total Payment</b>	<b>635,309.62</b>	
109329	07/02/25	1394256	LOCLYZ MEDIA SERVICES	1639	100	11600	PUBLIC AFFAIRS	443655	Video Production Services	22,968.75	VIDEO PRODUCTION SERVICES

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109330	07/02/25	1577953	MAINTENANCE RESOURCES	2506052	100	55200	FAIRGROUND OPERATIONS	444400	Service Contracts	1,497.00	JANITORIAL SERVICES
				2506054	100	19100	FACILITIES ADMINISTRATION	444400	Service Contracts	618.00	JANITORIAL SERVICES
				A2506135	100	55200	FAIRGROUND OPERATIONS	444400	Service Contracts	774.06	JANITORIAL SERVICES
				2506055	100	19180	UNIFIED METROPOLITAN FORENSIC	444400	Service Contracts	1,725.00	JANITORIAL SERVICES
				2506053	100	19175	HIGHLANDS RANCH SUBSTATION FAC	444400	Service Contracts	5,512.00	JANITORIAL SERVICES
				2506051	100	55200	FAIRGROUND OPERATIONS	444400	Service Contracts	422.00	JANITORIAL SERVICES
				2506050	100	19100	FACILITIES ADMINISTRATION	444400	Service Contracts	30,707.00	JANITORIAL SERVICES
									<b>Total Payment</b>	<b>41,255.06</b>	
109331	07/02/25	1314168	MCLAUGHLIN COUNSELING	FLEX102	210	44500	CHILD WELFARE	443600	Other Professional Services	2,400.00	TESTIMONY SERVICES
109332	07/02/25	1661299	MOORE ENGINEERING INC	SIN002762	100	16200	PLANNING & ZONING SERVICES	443600	Other Professional Services	1,527.50	COMMUNITY DEVELOPMENT
109333	07/02/25	1000759	NATIONAL ELECTRICAL CONSTRUCTION INC	202501P	250	53740	PARKS SALES & USE TAX - PARKS	443600	Other Professional Services	2,385.00	ELECTRICAL SERVICES
109334	07/02/25	1673249	OTODATA TECHNOLOGIES USA INC	INV402890	100	19150	JUSTICE CENTER FACILITY MGMT	444400	Service Contracts	21.00	NETWORK MONITORING
				INV403692	100	19150	JUSTICE CENTER FACILITY MGMT	444400	Service Contracts	2,641.78	NETWORK MONITORING
									<b>Total Payment</b>	<b>2,662.78</b>	
109335	07/02/25	1673245	PDM STEEL COLORADO SPRINGS	60601201	100	19910	FLEET MAINTENANCE	436200	Equip. & Motor Vehicle Parts	69.25	FLEET PARTS
109336	07/02/25	1031702	PINERY HOMEOWNERS ASSOCIATION	253	250	53500	OPEN SPACE	443350	Security Services	359.86	SECURITY PATROLS
109337	07/02/25	1117825	PIPES, CONNIE	PIP0425	100	15100	FINANCE ADMINISTRATION	432100	Contract Work/Temporary Agency	450.00	PROFESSIONAL SERVICES
109338	07/02/25	1652185	PLATINUM TRAFFIC ENGINEERING PC	1095	200	800909	TRAFFIC ENGINEERING CONSULTANT	443400	General Engineering Services	9,523.75	TRAFFIC ENGINEERING SERVICES
109339	07/02/25	1140903	POO CREW LLC, THE	9392236250608182156788	100	51100	PARK MAINTENANCE	450240	Waste Disposal Services	633.93	WASTE REMOVAL
109340	07/02/25	1637166	PROULX, COREY	15	100	21130	EMPLOYEE WELLNESS	443600	Other Professional Services	1,550.00	EMPLOYEE WELLNESS
109341	07/02/25	1669504	RIVER NORTH TRANSIT LLC	INV00114601	230	801016	DC TRANSIT & MOBILITY PROGRAM	443600	Other Professional Services	164,000.00	HIGHLANDS RANCH LINK
				INV00114893	230	801016	DC TRANSIT & MOBILITY PROGRAM	443600	Other Professional Services	42,059.79	HIGHLANDS RANCH LINK
									<b>Total Payment</b>	<b>206,059.79</b>	
109342	07/02/25	1532307	RMS RECOVERY MONITORING SOLUTIONS	10109948	210	44500	CHILD WELFARE	447500	Other Purchased Services	1,444.00	TESTING SERVICES
				10109921	100	19700	COMMUNITY JUSTICE SERVICES	443600	Other Professional Services	1,846.00	TESTING SERVICES
				10109924	100	19700	COMMUNITY JUSTICE SERVICES	443600	Other Professional Services	78.00	TESTING SERVICES
									<b>Total Payment</b>	<b>3,368.00</b>	
109343	07/02/25	1644717	ROCKY MOUNTAIN MAIL SERVICES	6122025	100	100	GENERAL FUND	151100	Prepaid Exp.-General	40,000.00	POSTAGE DEPOSIT
109344	07/02/25	1256544	ROGGEN FARMERS ELEVATOR	2710	100	19100	FACILITIES ADMINISTRATION	450220	Gas	787.18	PROPANE
109345	07/02/25	1560506	RS & H INC	102401790013	235	801507	C470 TRAIL OVER UNIVERSITY	443600	Other Professional Services	626.50	C470 & UNIVERSITY TRAIL
109346	07/02/25	1178001	S-COMM FIBER INC	12953	100	19200	FUND ADMIN.-GENERAL	474800	Other Machinery & Equip.	1,800.00	LANSING REPAIRS
109347	07/02/25	1542868	SANDOVAL ELEVATOR COMPANY LLC	11487	100	19100	FACILITIES ADMINISTRATION	444400	Service Contracts	122.00	ELEVATOR PREVENTATIVE MAINTENANCE
109348	07/02/25	1582441	SCIORE, ALEXANDRA	050125-053025	210	44550	CHILD WELFARE ADDTL ALLOCATION	445300	Travel Expense	259.14	MILEAGE REIMBURSEMENT
109349	07/02/25	1127141	SECURITY CENTRAL INC	997759	330	33600	PARK MEADOWS CENTER FAC. IMP.	438800	C.A.-Other Equipment	3,537.88	ELEVATOR SENSOR
109350	07/02/25	1661136	SEWALD HANFLING PUBLIC AFFAIRS	7459	100	802000	LEGISLATIVE SERVICES	443600	Other Professional Services	6,250.00	CONSULTING SERVICES
109351	07/02/25	1636807	SMARTEL LLC	9995	100	18100	IT ADMINISTRATION	442420	Cell Phone Service	2,652.00	MOBILE MANAGED SERVICE
109352	07/02/25	1097496	SPRADLIN PRINTING INC	24084	100	55250	COUNTY FAIR	440100	Printing/Copying/Fair Livestoc	350.21	POSTCARDS
109353	07/02/25	1575890	STRONG CONTRACTORS INC	DC40	100	19150	JUSTICE CENTER FACILITY MGMT	444700	Other Repair & Maint. Service	1,808.75	JUSTICE CENTER REPAIR

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109354	07/02/25	1060025	TETRA TECH INC	52432921	100	19275	COUNTY EMERGENCY PREPAREDNESS	443600	Other Professional Services	2,275.00	HAZARD MITIGATION
109355	07/02/25	1001547	THOMSON REUTERS WEST	852059194 852027241	223 100	28001 21350	DA 23RD - DISTRICT MO ALLOC TECHNOLOGY SECTION	444550 444550	Software/Hardware Subscription Software/Hardware Subscription <b>Total Payment</b>	310.00 1,206.46 <b>1,516.46</b>	SOFTWARE SUBSCRIPTION CLEAR SERVICE
109356	07/02/25	1130970	TO THE RESCUE	MAY25FTA	100	861541	CDOT 5310 GRANT	443600	OPS/2024 To The Rescue	6,180.00	DRCOG TRANSPORTATION GRANT
109357	07/02/25	1447482	TRANS AERO LIMITED	3592A 3592	100 100	19275 19275	COUNTY EMERGENCY PREPAREDNESS COUNTY EMERGENCY PREPAREDNESS	443600 443600	Other Professional Services Other Professional Services <b>Total Payment</b>	15,294.00 132,786.00 <b>148,080.00</b>	HELICOPTER SERVICES HELICOPTER SERVICES
109358	07/02/25	1215947	TST INFRASTRUCTURE LLC	11753 11754 11752	350 200 200	800731 800732 800100	SPRING CANYON LID BANNOCK DR 2023 LID CONTRACTED MAJOR ROAD MAINT	443600 443600 473100	Other Professional Services Other Professional Services Roads, St., Drainage-Eng. <b>Total Payment</b>	45,815.00 17,695.00 300.00 <b>63,810.00</b>	SPRING CANYON LID LID GIS DESIGN LID GIS MAINTENANCE
109359	07/02/25	1026953	ULINE	193683524	200	31600	ENG - TRAFFIC SIGNS/STRIPING	433500	Clothing & Uniforms	105.28	SAFETY GLASSES
109360	07/02/25	1000978	UNITED STATES POSTAL SERVICE	062025/EPS	100	12500	ELECTIONS AND REGISTRATION	439200	Postage & Delivery Svc.	10,000.00	POSTAGE
109361	07/02/25	1000990	VANCE BROTHERS LLC	AF00018312	200	31400	MAINTENANCE OF CONDITION	448300	Asphalt & Asphalt Filler	419.20	TACK OIL
109362	07/02/25	1066002	WANCO INC	FM10004387 122577 FM10004434 116723	100 100 100 100	19910 19910 19910 19910	FLEET MAINTENANCE FLEET MAINTENANCE FLEET MAINTENANCE FLEET MAINTENANCE	444550 436200 444550 436200	Software/Hardware Subscription Equip. & Motor Vehicle Parts Software/Hardware Subscription Equip. & Motor Vehicle Parts <b>Total Payment</b>	240.00 844.00 360.00 44.00 <b>1,488.00</b>	FLEET PARTS FLEET PARTS FLEET PARTS FLEET PARTS
109363	07/02/25	1109032	WATER & EARTH TECHNOLOGIES INC	5354	200	800506	STORMWATER PRIORITY PROJECTS	473100	Roads, St., Drainage-Eng.	16,768.35	FLOOD GAUGE MAINTENANCE
109364	07/02/25	1086808	WEBOLUTIONS INC	INV55175	100	800900	TECHNOLOGY FUND	443600	Other Professional Services	2,409.00	WEBSITE MARKETING
109365	07/02/25	1034731	WELCH EQUIPMENT COMPANY INC	V10488425	100	19910	FLEET MAINTENANCE	436200	Equip. & Motor Vehicle Parts	19.89	FLEET PARTS
109366	07/02/25	1597573	WELLPATH LLC	INV0128867	100	21500	DETENTION	443100	Medical, Dental & Vet Services	13,188.16	APR 2025 AGGREGATE
109367	07/02/25	1663131	WESTSIDE TOWING	255374692 255374692	100 100	23200 23200	CRIME LAB/EVIDENCE SECTION CRIME LAB/EVIDENCE SECTION	444600 444600	Vehicle Tow Services Vehicle Tow Services <b>Total Payment</b>	270.00 4,616.38 <b>4,886.38</b>	TOWING SERVICES TOWING SERVICES
109368	07/02/25	1656190	WOOD, ANDREA	1008	100	802034	COMMUNITY MENTAL HEALTH SFY25	443600	Other Professional Services	3,965.00	MAY 2025 CLINICAL ADVISOR
527648	07/01/25	1669175	ALKU TECHNOLOGIES LLC	605332	100	800900	TECHNOLOGY FUND	443600	Other Professional Services	1,740.00	TECHNOLOGY CONSULTANTS
527649	07/01/25	1457141	ANGELSENSE INC	34017	100	803077	Angel Sense Program	444550	Software/Hardware Subscription	802.91	ANNUAL SUBSCRIPTION
527650	07/01/25	1000050	AMERICAN TRAFFIC SAFETY SERVICES ASSOCIATION	INV128323J4N3LO	200	31400	MAINTENANCE OF CONDITION	446100	Conference,Seminar, Train Fees	11,500.00	TRAFFIC CONTROL
527651	07/01/25	1675871	BONTZ, DANIEL R	060225-060425	295	861350	RMHIDTA TRAINING	457200	Instructor Travel	250.00	INTERVIEW & INTERROGATION CLASS, CASCADE, MT
527652	07/01/25	1662900	BRADS HOUSE PUEBLO LLC	18	210	44500	CHILD WELFARE	443600	Other Professional Services	2,800.00	THERAPY SERVICES
527653	07/01/25	1677664	CLAVETTE, JESSE JAMES	051925-061325	200	31400	MAINTENANCE OF CONDITION	445300	Travel Expense	540.40	MILEAGE REIMBURSEMENT
527654	07/01/25	1073850	COLORADO ASSESSORS ASSOCIATION	062325	100	14100	ASSESSOR ADMINISTRATION	446100	Conference,Seminar, Train Fees	400.00	EDUCATIONAL CLASS
527655	07/01/25	1675895	COLORADO COMMUNITY MEDIA	137909	100	16200	PLANNING & ZONING SERVICES	440200	Newspaper Notices/Advertising	27.32	PUBLIC NOTICE
527656	07/01/25	1602845	COLORADO TRAINING SOLUTIONS	MSE65	200	31400	MAINTENANCE OF CONDITION	446100	Conference,Seminar, Train Fees	4,795.00	CDL CLASS
527657	07/01/25	1638824	CORRAL, NATASHA	051425-053025	210	44500	CHILD WELFARE	445300	Travel Expense	86.80	MILEAGE REIMBURSEMENT

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527658	07/01/25	1677849	DALTON, JOSEPH	MV REFUND	100	100	GENERAL FUND	211650	Fee Refunds - Clerk & Recorder	190.40	REGISTRATION REFUNDS
527659	07/01/25	1641153	DEEP ROOTS CRAFTSMEN	7 7RTNG	250 250	807018 807018	SPRING VALLEY SPRING VALLEY	472300 211810	Improvements Retainage Payable <b>Total Payment</b>	60,950.31 (3,047.52) <b>57,902.79</b>	SPRING VALLEY SCHOOL RESTORATION SPRING VALLEY SCHOOL RESTORATION
527660	07/01/25	1618461	DEERFIELD HOMEOWNERS AND PROPERTY OWNERS	564943	296	861572	AMERICAN RESCUE PLAN ACT	447500	PURCH SVCS/CO Forest Services	15,686.50	WILDFIRE MITIGATION PROGRAM
527661	07/01/25	1127665	ELBERT COUNTY SHERIFF'S OFFICE	192	223	28501	DA 23RD - STATE MANDATED COSTS	443650	Process Services-State Mandate	43.00	PROCESS SERVER FEE
527662	07/01/25	1675385	ESCH CONSTRUCTION SUPPLY INC	INV85097 INV85504	200 200	31400 31400	MAINTENANCE OF CONDITION MAINTENANCE OF CONDITION	436200 433400	Equip. & Motor Vehicle Parts Operating Supplies <b>Total Payment</b>	1,016.64 374.06 <b>1,390.70</b>	DIAMOND BLADE SAW BLADES
527663	07/01/25	1676308	ESCOBOSA, JOSE R	MV REFUND	100	100	GENERAL FUND	211650	Fee Refunds - Clerk & Recorder	186.24	REGISTRATION REFUNDS
527664	07/01/25	1641917	FIRST BAPTIST CHURCH OF ENGLEWOOD	146128	296	861572	AMERICAN RESCUE PLAN ACT	447500	PURCH SVCS/CO Forest Services	11,500.00	WILDFIRE MITIGATION PROGRAM
527665	07/01/25	1506649	FLEXENTIAL CORPORATION	2025REBATE	100	65500	ECONOMIC DEVELOPMENT SERVICES	453250	BPPT Rebate	283,366.96	2024 BUSINESS TAX REBATE
527666	07/01/25	1633734	FOLEY HOAG LLP	4226006	100	11200	COUNTY ATTORNEY	443200	Legal Services	9,000.80	LEGAL SERVICES
527667	07/01/25	1472326	FRONTIER BUSINESS PRODUCTS	977901	295	861305	RMHIDTA INTELLIGENCE	444500	Software/Hardware Supp./Maint.	2,925.00	IT & NETWORK SUPPORT
527668	07/01/25	1660357	FRONTIER FIRE PROTECTION LLC	10004553	100	19100	FACILITIES ADMINISTRATION	444400	Service Contracts	490.00	FIRE SYSTEM CORRECTION
527669	07/01/25	1606689	FRONTLINE PUBLIC SAFETY SOLUTIONS	INV118035	100	21115	SHERIFF TRAINING	444550	Software/Hardware Subscription	16,352.28	SHERIFF TRAINING
527670	07/01/25	1673906	GALEN AND TERRI GINDER TRUST	MV REFUND/061725	100	100	GENERAL FUND	211650	Fee Refunds - Clerk & Recorder	109.01	REGISTRATION REFUNDS
527671	07/01/25	1666609	GEO REENTRY INC	B2505000089	100	861061	Community Corrections Alloc.	447500	Other Purchased Services	15,345.02	COMMUNITY CORRECTIONS
527672	07/01/25	1676442	HADDOCK, BRECKYN M & LISA M	MV REFUND	100	100	GENERAL FUND	211650	Fee Refunds - Clerk & Recorder	70.03	REGISTRATION REFUNDS
527673	07/01/25	1677850	HANAM, DONALD L	MV REFUND	100	100	GENERAL FUND	211650	Fee Refunds - Clerk & Recorder	51.56	REGISTRATION REFUNDS
527674	07/01/25	1103665	HBS	FR5313711 FR5414488	250 250	807011 807011	SANDSTONE RANCH SANDSTONE RANCH	443600 443600	Other Professional Services Other Professional Services <b>Total Payment</b>	261.87 261.93 <b>523.80</b>	TRASH SERVICE - SANDSTONE TRASH SERVICE - SANDSTONE
527675	07/01/25	1633995	HONEY BUCKET	292863/060125 268834/060125	245 100	47100 51100	RUETER-HESS REC OPS & MAINT PARK MAINTENANCE	450240 450240	Waste Disposal Services Waste Disposal Services <b>Total Payment</b>	2,375.00 27,200.00 <b>29,575.00</b>	PORTABLE RESTROOMS PORTABLE RESTROOMS
527676	07/01/25	1565347	IMAGEFIRST	266375681	100	23100	CORONER	443600	Other Professional Services	57.45	LAUNDRY SERVICE
527677	07/01/25	1594365	INJURY CARE ASSOCIATES	3377	100	21155	HIRING	447900	Recruitment Costs	2,555.00	PRE-EMPLOYMENT PHYSICALS
527678	07/01/25	1657016	JAMIE BROWER PSYCHOLOGICAL SERVICES & CONSULTING INC	6096	100	802024	PEACE OFFICER MENTAL HEALTH	443600	Other Professional Services	150.00	COUNSELING SERVICES
527679	07/01/25	1677841	JOHN, JEENA	MV REFUND	100	100	GENERAL FUND	211650	Fee Refunds - Clerk & Recorder	707.32	REGISTRATION REFUNDS
527680	07/01/25	1653522	KLINE ALVARADO VEIO PC	060225	100	11200	COUNTY ATTORNEY	443200	Legal Services	4,462.50	LEGAL SERVICES
527681	07/01/25	1633171	LAW ENFORCEMENT EXPLORER POST ASSOCIATION OF COLORADO	1000328	220	22325	EXPLORER PROGRAM	446100	Conference,Seminar, Train Fees	2,200.00	LAW ENFORCEMENT EXPLORER CONFERENCE REGISTRATION
527682	07/01/25	1677854	LILLIS, GWENDOLYN	MV REFUND	100	100	GENERAL FUND	211650	Fee Refunds - Clerk & Recorder	25.49	REGISTRATION REFUNDS
527683	07/01/25	1676306	LYNCH, AIDAN	MV REFUND	100	100	GENERAL FUND	211650	Fee Refunds - Clerk & Recorder	226.55	REGISTRATION REFUNDS

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527684	07/01/25	1655628	MARUCCO, STODDARD, FERENBACH & WALSH	8360	100	11900	CENTRAL SERVICES	443600	Other Professional Services	288.75	MAY 2025 ACCESSIBILITY TRAINING
527685	07/01/25	1676432	MCLEOD, ANGELA	MV REFUND	100	100	GENERAL FUND	211650	Fee Refunds - Clerk & Recorder	70.03	REGISTRATION REFUNDS
527686	07/01/25	1676376	MCPHERSON, JESSICA A	2025FAIR	100	55250	COUNTY FAIR	344302	Vendor Surcharge	600.00	2025 FAIR & RODEO VENDOR
527687	07/01/25	1062601	MEADOWS NEIGHBORHOOD COMPANY	202502061	100	55250	COUNTY FAIR	440200	ADV/Fair Mkt & Spons	120.00	2025 FAIR & RODEO ADVERTISING
527688	07/01/25	1006580	MULLER ENGINEERING COMPANY INC	40451	200	800100	CONTRACTED MAJOR ROAD MAINT	473100	Roads, St., Drainage-Eng.	10,370.50	QUEBEC/LINCOLN/UNIVERSITY TURN LANE DESIGN
527689	07/01/25	1000788	OCCUPATIONAL HEALTH CENTERS OF COLORADO	18285389	100	21155	HIRING	443100	Medical, Dental & Vet Services	148.00	EMPLOYEE PHYSICALS
527690	07/01/25	1677851	PATTERSON, JAMES M	MV REFUND	100	100	GENERAL FUND	211650	Fee Refunds - Clerk & Recorder	79.14	REGISTRATION REFUNDS
527691	07/01/25	1602185	RAHAHAN CUSTOMS & AWARDS	2584	100	55250	COUNTY FAIR	447850	County Fair Awards	598.00	2025 FAIR & RODEO AWARDS
527692	07/01/25	1677852	REYNOLDS, CHRISTOPHER M & DENISE	MV REFUND	100	100	GENERAL FUND	211650	Fee Refunds - Clerk & Recorder	10.00	REGISTRATION REFUNDS
527693	07/01/25	1052966	RICHMOND AMERICAN HOMES OF COLORADO	062025	100	24100	BUILDING DEVELOPMENT SERVICES	322500	Building Permits	3,102.88	ESCROW RELEASE
527694	07/01/25	1027767	SAVIO HOUSE	MAY2025	100	861608	Congressional Directed Spend	443600	Other Professional Services	8,034.81	THERAPY SERVICES
527695	07/01/25	1657033	SCHRAMM, SANDRA A	51525	223	28501	DA 23RD - STATE MANDATED COSTS	433990	Transcriptions-State Mandated	223.20	TRANSCRIPTS
527696	07/01/25	1593209	STEADMAN GROUP LLC	DOUGLAS22407	770	73000	OPIOID SETTLEMENT FUND ADMIN	443600	Other Professional Services	7,762.50	OPIOID CONSULTANT
527697	07/01/25	1677663	STRYHAS-EVANS, MASON BRONET	060525-061225	200	31400	MAINTENANCE OF CONDITION	446100	Conference,Seminar, Train Fees	716.80	MILEAGE REIMBURSEMENT
527698	07/01/25	1080090	THIRD WAY CENTER INC	MAY2025	210	44500	CHILD WELFARE	443600	Other Professional Services	2,411.13	MAY 2025 BED GUARANTEE
527699	07/01/25	1000942	TOWN OF CASTLE ROCK	1841 1840 1842	296 296 296	861586 861577 861577	ARPA - Highway 85 Wastewater P ARPA-REVENUE REPLACEMENT ARPA-REVENUE REPLACEMENT	465100 465100 465100	Contributions - Misc. Contributions - Misc./HWY 85 Contributions - Misc./HWY 85	269,940.68 8,266.20 <u>101,792.58</u>	PLUM CREEK WATER RECLAMATION AUTHORITY PROJECT PLUM CREEK WATER RECLAMATION AUTHORITY PROJECT PLUM CREEK WATER RECLAMATION AUTHORITY PROJECT
									<b>Total Payment</b>	<b>379,999.46</b>	
527700	07/01/25	1280442	UNIFIRST CORPORATION	2260172468 2260172240	100 100	19910 19910	FLEET MAINTENANCE FLEET MAINTENANCE	433500 433500	Clothing & Uniforms Clothing & Uniforms	49.64 <u>135.19</u>	UNIFORM SERVICE UNIFORM SERVICE
									<b>Total Payment</b>	<b>184.83</b>	
527701	07/01/25	1677853	VARGAS, JAIDIE M	MV REFUND	100	100	GENERAL FUND	211650	Fee Refunds - Clerk & Recorder	293.86	REGISTRATION REFUNDS
527702	07/01/25	1672371	BURCH, RYAN W	060125-060425PERDIEM	100	802034	COMMUNITY MENTAL HEALTH SFY25	445300	Travel Expense	240.80	CO-RESPONDER CONFERENCE, ATLANTA, GA
527703	07/01/25	1669191	COAST2COAST CATERERS LLC	332B 334	100 100	55250 55250	COUNTY FAIR COUNTY FAIR	443570 443570	County Fair Service/Fair Event County Fair Service/Fair Event	1,075.00 <u>5,200.00</u>	2025 FAIR & RODEO CATERER 2025 FAIR & RODEO CATERER
									<b>Total Payment</b>	<b>6,275.00</b>	
527704	07/01/25	1472740	GILL, DAVID M	052225	100	13100	TREASURER	445300	Travel Expense	41.72	MILEAGE REIMBURSEMENT
527705	07/01/25	1639185	KENNEDY, LEA	052725	100	802034	COMMUNITY MENTAL HEALTH SFY25	446200	Tuition Reimbursement	134.25	TUITION REIMBURSEMENT
527706	07/01/25	1666104	OBERMEYER, JOLENE	061725	100	802034	COMMUNITY MENTAL HEALTH SFY25	446200	Tuition Reimbursement	72.00	TUITION REIMBURSEMENT
527707	07/01/25	1677138	WOOD-TROMBLEY, MEEGAN (PETTY CASH)	030125-061825 030125-061825 030125-061825 030125-061825 030125-061825 030125-061825 030125-061825	100 100 100 100 100 100 100	22500 22400 23150 21175 21175 21350	IMPACT UNIT/LEA COMMUNITY RESOURCES MAJOR CRIMES SECTION CIVIL WARRANTS SECTION CIVIL WARRANTS SECTION TECHNOLOGY SECTION	446300 445300 443600 433400 445300 445300	Prof. Membership & Licenses Travel Expense Other Professional Services Operating Supplies Travel Expense Travel Expense	15.00 40.91 30.00 10.00 10.00 40.17	PETTY CASH REPLENISHMENT PETTY CASH REPLENISHMENT PETTY CASH REPLENISHMENT PETTY CASH REPLENISHMENT PETTY CASH REPLENISHMENT PETTY CASH REPLENISHMENT



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				030125-061825	100	21350	TECHNOLOGY SECTION	445300	Travel Expense	40.00	PETTY CASH REPLENISHMENT
				030125-061825	100	21100	SHERIFF ADMINISTRATION	445200	Metro Area Meeting Expense	30.79	PETTY CASH REPLENISHMENT
				030125-061825	100	21100	SHERIFF ADMINISTRATION	447700	Recognition Programs	38.26	PETTY CASH REPLENISHMENT
				030125-061825	100	21100	SHERIFF ADMINISTRATION	447700	Recognition Programs	15.00	PETTY CASH REPLENISHMENT
									<b>Total Payment</b>	<b>270.13</b>	
527708	07/01/25	1578489	WASTE MANAGEMENT OF COLORADO	184648046	200	32500	SOLID WASTE DISPOSAL	450240	Waste Disposal Services	21,466.50	HOUSEHOLD CHEMICAL ROUNDUP
								<b>Grand Total:</b>		<b>3,267,339.45</b>	

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109260	06/24/25	BLACK HILLS ENERGY	9989042724/061225	100	19100	FACILITIES ADMINISTRATION	450220	Gas	317.62	301 WILCOX ST
109261	06/24/25	BLACK HILLS ENERGY	9773152288/061225	100	19100	FACILITIES ADMINISTRATION	450220	Gas	289.34	125 STEPHANIE PL
109262	06/24/25	BLACK HILLS ENERGY	7233076932/061225	100	19100	FACILITIES ADMINISTRATION	450220	Gas	941.92	100 THIRD ST
109263	06/24/25	BLACK HILLS ENERGY	3652893639/061225	100	19100	FACILITIES ADMINISTRATION	450220	Gas	32.34	104 FOURTH ST
109264	06/24/25	CITY OF CASTLE PINES	SHAREBACKAPRMAY2025	230	82305	ROAD S/U TAX SHAREBACK-MUNIS	468650	Intergovernmental-Castle Pines	(1,603.67)	APR 2025 DEDUCT OUT OF TOWN SALES TAX
			SHAREBACKAPRMAY2025	230	82305	ROAD S/U TAX SHAREBACK-MUNIS	468650	Intergovernmental-Castle Pines	18,953.15	MAY 2025 ROAD AUTO USE TAX SHAREBACK
			SHAREBACKAPRMAY2025	230	82305	ROAD S/U TAX SHAREBACK-MUNIS	468650	Intergovernmental-Castle Pines	13,975.74	APR 2025 ROAD SALES TAX SHAREBACK
								Total Payment	31,325.22	
109265	06/24/25	CITY OF LONE TREE	SHAREBACKAPRMAY2025	230	82305	ROAD S/U TAX SHAREBACK-MUNIS	468600	Intergovernmental-Lone Tree	188,648.77	APR 2025 ROAD SALES TAX SHAREBACK
			SHAREBACKAPRMAY2025	230	82305	ROAD S/U TAX SHAREBACK-MUNIS	468600	Intergovernmental-Lone Tree	13,956.90	MAY 2025 ROAD AUTO USE TAX SHAREBACK
			SHAREBACKAPRMAY2025	230	82305	ROAD S/U TAX SHAREBACK-MUNIS	468600	Intergovernmental-Lone Tree	(13,247.29)	APR 2025 DEDUCT OUT OF TOWN SALES TAX
								Total Payment	189,358.38	
109266	06/24/25	SENERGY PETROLEUM LLC	SEN1045745	100	19910	FLEET MAINTENANCE	436100	Oil & Lubrication	701.00	DIESEL EXHAUST FLUID FOR CASTLE ROCK
109267	06/24/25	SOURCE OFFICE & TECHNOLOGY	49707750	223	28001	DA 23RD - DISTRICT MO ALLOC	433200	Office Supplies	100.50	OFFICE SUPPLIES
			49718360	223	28001	DA 23RD - DISTRICT MO ALLOC	433200	Office Supplies	89.37	OFFICE SUPPLIES
			49657290	223	28001	DA 23RD - DISTRICT MO ALLOC	433200	Office Supplies	649.66	OFFICE SUPPLIES
			49672380	223	28001	DA 23RD - DISTRICT MO ALLOC	433200	Office Supplies	219.97	OFFICE SUPPLIES
			49734220	223	28001	DA 23RD - DISTRICT MO ALLOC	433200	Office Supplies	315.60	OFFICE SUPPLIES
								Total Payment	1,375.10	
109268	06/24/25	TOWN OF CASTLE ROCK	SHAREBACKAPRMAY2025	230	82305	ROAD S/U TAX SHAREBACK-MUNIS	468100	Intergovernmental-Castle Rock	(21,305.41)	APR 2025 DEDUCT OUT OF TOWN SALES TAX
			SHAREBACKAPRMAY2025	230	82305	ROAD S/U TAX SHAREBACK-MUNIS	468100	Intergovernmental-Castle Rock	62,710.41	MAY 2025 ROAD AUTO USE TAX SHAREBACK
			SHAREBACKAPRMAY2025	230	82305	ROAD S/U TAX SHAREBACK-MUNIS	468100	Intergovernmental-Castle Rock	294,625.83	APR 2025 ROAD SALES TAX SHAREBACK
								Total Payment	336,030.83	
109269	06/24/25	TOWN OF LARKSPUR	SHAREBACKAPRMAY2025	230	82305	ROAD S/U TAX SHAREBACK-MUNIS	468300	Intergovernmental-Larkspur	1,682.48	APR 2025 ROAD SALES TAX SHAREBACK
109270	06/24/25	TOWN OF PARKER	SHAREBACKAPRMAY2025	230	82305	ROAD S/U TAX SHAREBACK-MUNIS	468400	Intergovernmental-Parker	46,084.66	MAY 2025 ROAD AUTO USE TAX SHAREBACK
			SHAREBACKAPRMAY2025	230	82305	ROAD S/U TAX SHAREBACK-MUNIS	468400	Intergovernmental-Parker	278,303.92	APR 2025 ROAD SALES TAX SHAREBACK
			SHAREBACKAPRMAY2025	230	82305	ROAD S/U TAX SHAREBACK-MUNIS	468400	Intergovernmental-Parker	(13,646.61)	APR 2025 DEDUCT OUT OF TOWN SALES TAX
								Total Payment	310,741.97	
527584	06/17/25	JAMES, MARIA	061325	223	28001	DA 23RD - DISTRICT MO ALLOC	433992	Witness Expense	20.00	WITNESS PETITION
527634	06/23/25	SHERIDAN BUCKLE COMPANY LLC	D66748	100	55250	COUNTY FAIR	447850	County Fair Awards	8,091.00	2025 FAIR & RODEO AWARDS
527635	06/23/25	WARRIOR KIT INC	WK25104	223	28001	DA 23RD - DISTRICT MO ALLOC	433400	Operating Supplies	3,557.40	INVESTIGATIONS EQUIPMENT
527636	06/23/25	XCEL ENERGY	5340381888/061625	100	19100	FACILITIES ADMINISTRATION	450210	Electric	223.99	9651 S QUEBEC ST LIGHTS
527637	06/23/25	XCEL ENERGY	5300104521330/061625	100	19100	FACILITIES ADMINISTRATION	450210	Electric	417.44	8500 MOORE RD
527638	06/23/25	XCEL ENERGY	5340381720/061225	100	19100	FACILITIES ADMINISTRATION	450220	Gas	158.44	7865 LOUVIERS BLVD
527639	06/23/25	CITY AND COUNTY OF DENVER	24P3STCPL6	220	822120	BOMB SQUAD	465100	Contributions - Misc.	60,000.00	BOMB SQUAD VEHICLE
527640	06/23/25	PARKER WATER & SANITATION DISTRICT	99016701/060925	200	31400	MAINTENANCE OF CONDITION	448600	Bulk Water	165.05	BULK WATER ROAD MAINTENANCE
			99017001/060925	200	31400	MAINTENANCE OF CONDITION	448600	Bulk Water	1,724.03	BULK WATER ROAD MAINTENANCE
								Total Payment	1,889.08	

Payment Number	Payment Date	Vendor Name	Invoice Number	Fund	Business Unit	Business Unit Description	Object Acct	Account Description	Amount	Remark
527641	06/23/25	XCEL ENERGY	5321350461/061225	200	31400	MAINTENANCE OF CONDITION	450220	Gas	93.05	5469 CLAY ST
Grand Total:									947,246.60	

Batch Number - 573860

Bank Account - 00421939 Checks Payable - Wells Far

Payment . . .		Address		Document . . .		Key		Invoice		
Number	Date	Number	Name	Ty	Number	Itm	Co	Amount	Number	Payment Stub Message
527585	06/19/25	1123519	ADELE ALEXANDER	PV	564730	001	00100	48.00	9010000EJ_JOB_1	2025 SPECIAL ELECTION
			Payment Amount					48.00		
527586	06/19/25	1338648	JUDITH F ALLEN	PV	564731	001	00100	216.00	9010001EJ_JOB_2	2025 SPECIAL ELECTION
			Payment Amount					216.00		
527587	06/19/25	1631225	NEELANJANA BASU	PV	564732	001	00100	104.00	9010002EJ_JOB_3	2025 SPECIAL ELECTION
			Payment Amount					104.00		
527588	06/19/25	1656556	WALTER BENNETT	PV	564733	001	00100	41.28	9010003EJ_JOB_4	2025 SPECIAL ELECTION
			Payment Amount					41.28		
527589	06/19/25	1582085	ANN BLEY	PV	564734	001	00100	216.00	9010004EJ_JOB_5	2025 SPECIAL ELECTION
			Payment Amount					216.00		
527590	06/19/25	1171160	EDWARD RICHARD JAMES BROOKES	PV	564735	001	00100	27.20	9010005EJ_JOB_6	2025 SPECIAL ELECTION
			Payment Amount					27.20		
527591	06/19/25	1582086	CHERYL BUSCH	PV	564736	001	00100	104.00	9010006EJ_JOB_7	2025 SPECIAL ELECTION
			Payment Amount					104.00		
527592	06/19/25	1592336	NATALIE C CARDONA	PV	564737	001	00100	104.00	9010007EJ_JOB_8	2025 SPECIAL ELECTION
			Payment Amount					104.00		
527593	06/19/25	1582091	DOROTHY CLAPP	PV	564738	001	00100	104.00	9010008EJ_JOB_9	2025 SPECIAL ELECTION
			Payment Amount					104.00		
527594	06/19/25	1582092	ANNE COMSTOCK	PV	564739	001	00100	216.00	9010009EJ_JOB_10	2025 SPECIAL ELECTION
			Payment Amount					216.00		
527595	06/19/25	1676708	HARRISON COTE	PV	564740	001	00100	48.00	9010010EJ_JOB_11	2025 SPECIAL ELECTION
			Payment Amount					48.00		
527596	06/19/25	1592342	MARK CUSTER	PV	564741	001	00100	84.32	9010011EJ_JOB_12	2025 SPECIAL ELECTION
			Payment Amount					84.32		
527597	06/19/25	1125874	DEBORAH DEMKO DIJULIO	PV	564742	001	00100	1,065.24	9010012EJ_JOB_13	2025 SPECIAL ELECTION
			Payment Amount					1,065.24		
527598	06/19/25	1582093	AMANDA JEAN DENNIS	PV	564743	001	00100	48.00	9010013EJ_JOB_14	2025 SPECIAL ELECTION
			Payment Amount					48.00		
527599	06/19/25	1592345	MICHAEL FREDERICK DENNIS	PV	564744	001	00100	73.60	9010014EJ_JOB_15	2025 SPECIAL ELECTION
			Payment Amount					73.60		
527600	06/19/25	1521959	DENNIS DIECK	PV	564745	001	00100	45.60	9010015EJ_JOB_16	2025 SPECIAL ELECTION
			Payment Amount					45.60		
527601	06/19/25	1539113	MARIE DIECK	PV	564746	001	00100	45.28	9010016EJ_JOB_17	2025 SPECIAL ELECTION
			Payment Amount					45.28		
527602	06/19/25	1656564	MICHAEL DANTE DIJULIO	PV	564747	001	00100	72.16	9010017EJ_JOB_18	2025 SPECIAL ELECTION
			Payment Amount					72.16		
527603	06/19/25	1653257	VICTORIA ANN ELGIN	PV	564748	001	00100	104.00	9010018EJ_JOB_19	2025 SPECIAL ELECTION
			Payment Amount					104.00		
527604	06/19/25	1592354	PAULA ELSBERRY	PV	564749	001	00100	48.00	9010019EJ_JOB_20	2025 SPECIAL ELECTION
			Payment Amount					48.00		
527605	06/19/25	1656566	JULI-ANNE MARY FALLER	PV	564750	001	00100	48.00	9010020EJ_JOB_21	2025 SPECIAL ELECTION

Batch Number - 573860

Bank Account - 00421939 Checks Payable - Wells Far

Payment		Address		Document		Key		Invoice		
Number	Date	Number	Name	Ty	Number	Itm	Co	Amount	Number	Payment Stub Message
				Payment Amount				48.00		
527606	06/19/25	1565569	VINCE HARRIS	PV	564751	001	00100	56.00	9010021EJ_JOB_22	2025 SPECIAL ELECTION
				Payment Amount				56.00		
527607	06/19/25	1539143	TERILEE HENDERSON	PV	564752	001	00100	104.00	9010022EJ_JOB_23	2025 SPECIAL ELECTION
				Payment Amount				104.00		
527608	06/19/25	1529229	CAROLYN HERLIN	PV	564753	001	00100	56.00	9010023EJ_JOB_24	2025 SPECIAL ELECTION
				Payment Amount				56.00		
527609	06/19/25	1529230	CHARLES HOWELL	PV	564754	001	00100	76.16	9010024EJ_JOB_25	2025 SPECIAL ELECTION
				Payment Amount				76.16		
527610	06/19/25	1592374	CHRISTOPHER HUNT	PV	564755	001	00100	72.48	9010025EJ_JOB_26	2025 SPECIAL ELECTION
				Payment Amount				72.48		
527611	06/19/25	1513860	LINDA JOHNSON	PV	564756	001	00100	104.00	9010026EJ_JOB_27	2025 SPECIAL ELECTION
				Payment Amount				104.00		
527612	06/19/25	1676709	NISHI KOLLA	PV	564757	001	00100	48.00	9010027EJ_JOB_28	2025 SPECIAL ELECTION
				Payment Amount				48.00		
527613	06/19/25	1539156	BENJAMIN KRIEGER	PV	564758	001	00100	216.00	9010028EJ_JOB_29	2025 SPECIAL ELECTION
				Payment Amount				216.00		
527614	06/19/25	1657099	ELLEN LATIMER	PV	564759	001	00100	83.84	9010029EJ_JOB_30	2025 SPECIAL ELECTION
				Payment Amount				83.84		
527615	06/19/25	1123626	KREGG BRYAN LILLY	PV	564760	001	00100	69.76	9010030EJ_JOB_31	2025 SPECIAL ELECTION
				Payment Amount				69.76		
527616	06/19/25	1631239	KENNETH W MAAS	PV	564761	001	00100	47.04	9010031EJ_JOB_32	2025 SPECIAL ELECTION
				Payment Amount				47.04		
527617	06/19/25	1171106	RUBY JOANN MARTINEZ	PV	564762	001	00100	216.00	9010032EJ_JOB_33	2025 SPECIAL ELECTION
				Payment Amount				216.00		
527618	06/19/25	1582107	CRYSTAL MATESE	PV	564763	001	00100	216.00	9010033EJ_JOB_34	2025 SPECIAL ELECTION
				Payment Amount				216.00		
527619	06/19/25	1356712	ELIZABETH ANGELA NORTON	PV	564764	001	00100	48.00	9010034EJ_JOB_35	2025 SPECIAL ELECTION
				Payment Amount				48.00		
527620	06/19/25	1631241	THOMAS P NORTON	PV	564765	001	00100	104.00	9010035EJ_JOB_36	2025 SPECIAL ELECTION
				Payment Amount				104.00		
527621	06/19/25	1164841	JERRY LEIGHTON PARKER	PV	564766	001	00100	82.72	9010036EJ_JOB_37	2025 SPECIAL ELECTION
				Payment Amount				82.72		
527622	06/19/25	1539178	TOM PIPAL	PV	564767	001	00100	98.72	9010037EJ_JOB_38	2025 SPECIAL ELECTION
				Payment Amount				98.72		
527623	06/19/25	1470006	EDWARD J READ	PV	564768	001	00100	74.72	9010038EJ_JOB_39	2025 SPECIAL ELECTION
				Payment Amount				74.72		
527624	06/19/25	1653280	KEVIN THOMAS RITTER	PV	564769	001	00100	104.00	9010039EJ_JOB_40	2025 SPECIAL ELECTION
				Payment Amount				104.00		
527625	06/19/25	1653286	SUSAN JANE SMITH	PV	564770	001	00100	104.00	9010040EJ_JOB_41	2025 SPECIAL ELECTION
				Payment Amount				104.00		

Batch Number - 573860  
Bank Account - 00421939 Checks Payable - Wells Far

Payment		Address		Document		Key		Invoice		Payment Stub Message
Number	Date	Number	Name	Ty	Number	Itm	Co	Amount	Number	
527626	06/19/25	1513872	HILARY ST JOHN	PV	564771	001	00100	56.00	9010041EJ_JOB_42	2025 SPECIAL ELECTION
			Payment Amount					56.00		
527627	06/19/25	1582118	LAUREN STUDDARD	PV	564772	001	00100	41.28	9010042EJ_JOB_43	2025 SPECIAL ELECTION
			Payment Amount					41.28		
527628	06/19/25	1592423	KATHLEEN B TABOR	PV	564773	001	00100	104.00	9010043EJ_JOB_44	2025 SPECIAL ELECTION
			Payment Amount					104.00		
527629	06/19/25	1470018	MICHAEL WADE	PV	564774	001	00100	192.00	9010044EJ_JOB_45	2025 SPECIAL ELECTION
			Payment Amount					192.00		
527630	06/19/25	1002459	BRIDGET E WESIERSKI	PV	564775	001	00100	52.92	9010045EJ_JOB_46	2025 SPECIAL ELECTION
			Payment Amount					52.92		
			Total Amount of Payments Written					5,290.32		
			Total Number of Payments Written					46		

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**MEETING DATE:** July 8, 2025

**STAFF PERSON RESPONSIBLE:** Andrew Copland, Director of Finance

**DESCRIPTION:** Approval of Vouchers July 8, 2025

**SUMMARY:** The attached printout lists vouchers and electronic funds transfers requiring Board approval.

Vouchers	\$ 8,636,504.71
Electronic Funds Transfers	\$
Handwritten Checks	\$ 236,299.31
Purchasing Card Charges	\$
Election Judges	\$
<b>TOTAL:</b>	<b>\$ 8,872,804.02</b>

All vouchers, electronic fund transfers, and election judge payments have been approved and signed by a department authorized signer or an elected official. The department authorized signer or an elected official acknowledges the item or service is within the approved budgetary spending authority (Colorado Revised Statutes Title 29, Article 1) and is pursuant to Douglas County policies.

**RECOMMENDED ACTION:** Approval.

**REVIEW:**

Andrew Copland	Approve	7/2/2025
Jeff Garcia	Approve	7/3/2025
Doug DeBord	Approve	7/3/2025

**ATTACHMENTS:**  
07.08.25 BOCC

## VOUCHERS

R55AP001

DOUGLAS COUNTY GOVERNMENT  
Payment Register Report7/1/2025  
9:40:23

Payment Number	Payment Date	Vendor Name	Invoice Number	Fund	Business Unit	Business Unit Description	Object Acct	Account Description	Amount	Remark
109419	07/09/25	3M COMPANY	9434376926	200	31600	ENG - TRAFFIC SIGNS/STRIPING	436500	Sign Parts & Supplies	942.75	SIGN SHEETING AND FILM
109420	07/09/25	4 RIVERS EQUIPMENT LLC	1793116	100	19910	FLEET MAINTENANCE	436200	Equip. & Motor Vehicle Parts	740.71	FLEET PARTS
109421	07/09/25	ACORN PETROLEUM INC	18239IN	100	19910	FLEET MAINTENANCE	436200	Equip. & Motor Vehicle Parts	759.20	FUEL FOR TRUMBULL
			18331IN	100	19910	FLEET MAINTENANCE	436150	Fleet Tanks Fuel	11,229.04	FUEL FOR HIGHLAND RANCH
			18320IN	100	19910	FLEET MAINTENANCE	436150	Fleet Tanks Fuel	2,158.93	FUEL FOR SEDALIA
			18319IN	100	19910	FLEET MAINTENANCE	436150	Fleet Tanks Fuel	6,350.56	FUEL FOR HIGHLANDS RANCH SUBSTATION
			18180IN	100	19910	FLEET MAINTENANCE	436150	Fleet Tanks Fuel	10,628.15	FUEL FOR PARKER
			18093IN	100	19910	FLEET MAINTENANCE	436150	Fleet Tanks Fuel	10,560.37	FUEL FOR SOUTHEAST FACILITY
			19391IN	100	19910	FLEET MAINTENANCE	436150	Fleet Tanks Fuel	737.01	FUEL FOR TRUMBULL
								<b>Total Payment</b>	<b>42,423.26</b>	
109422	07/09/25	ADVANCED NETWORK MANAGEMENT	IN106464	100	18900	SOFTWARE MAINTENANCE	444500	Software/Hardware Supp./Maint.	81,126.67	FLEX 2025
			IN106593	100	800900	TECHNOLOGY FUND	444550	Software/Hardware Subscription	62,160.00	FLEX 2025
			IN106593	100	800900	TECHNOLOGY FUND	444550	Software/Hardware Subscription	31,536.00	FLEX 2025
								<b>Total Payment</b>	<b>174,822.67</b>	
109423	07/09/25	AIRVAC SERVICES INC	6332450	100	19920	FLEET-CAR WASH FACILITY	444700	Other Repair & Maint. Service	2,445.96	PUMP SERVICES SAND TRAPS
109424	07/09/25	ALLHEALTH NETWORK	2314	100	861060	FINES Committee Grant	443100	Medical, Dental & Vet Services	120.00	ADMINISTRATIVE FEES
109425	07/09/25	ALLIED UNIVERSAL SECURITY SERVICES	17148535	100	19100	FACILITIES ADMINISTRATION	443350	Security Services	6,238.89	GUARD SERVICES - HHS
			17148534	100	19100	FACILITIES ADMINISTRATION	443350	Security Services	6,230.64	GUARD SERVICES - WILDCAT
			17148537	100	19100	FACILITIES ADMINISTRATION	443350	Security Services	6,238.89	GUARD SERVICES - PMC
			17148536	100	19100	FACILITIES ADMINISTRATION	443350	Security Services	13,012.13	GUARD SERVICES - DOWNTOWN
			17148532	100	21400	COURT SERVICES	443350	Security Services	52,033.03	GUARD SERVICES - JUSTICE CENTER
			17148533	100	19100	FACILITIES ADMINISTRATION	443350	Security Services	6,238.89	GUARD SERVICES - ELECTIONS
			17154702	100	19100	FACILITIES ADMINISTRATION	443350	Security Services	6,238.89	GUARD SERVICES - LANSING
			17150267	100	21400	COURT SERVICES	443350	Security Services	6,238.89	GUARD SERVICES - HIGHLANDS RANCH SUBSTATION
								<b>Total Payment</b>	<b>102,470.25</b>	
109426	07/09/25	APPLIED CONTROL EQUIPMENT LLLP	AD40002493	100	19150	JUSTICE CENTER FACILITY MGMT	436600	Other Repair & Maint. Supplies	599.69	MAINTENANCE SUPPLIES
109427	07/09/25	ARAPAHOE/DOUGLAS WORKS WORKFORCE CENTER	1800008441	210	44275	EMPLOYMENT FIRST	443600	Other Professional Services	328.02	MAY 2025 EMPLOYMENT FIRST
			1800008441TANF	210	44400	TANF BLOCK GRANT	443600	Other Professional Services	2,677.97	MAY 2025 TANF CASE MANAGEMENT
			1800008441TANF	210	44400	TANF BLOCK GRANT	443600	Other Professional Services	7,184.17	MAY 2025 TANF CASE MANAGEMENT
								<b>Total Payment</b>	<b>10,190.16</b>	
109428	07/09/25	ARMORED KNIGHTS INC	10027	100	12400	MOTOR VEHICLE	444400	Service Contracts	930.90	ARMORED CAR SERVICES
109429	07/09/25	AVILA HR LLC	202545	100	17100	HR ADMIN	443600	Other Professional Services	675.00	CONSULTING SERVICES
109430	07/09/25	AXON ENTERPRISE INC	INUS351275	100	18900	SOFTWARE MAINTENANCE	444550	Software/Hardware Subscription	13,820.16	EVIDENCE KITS
109431	07/09/25	BEACON COMMUNICATIONS LLC	36767	100	18100	IT ADMINISTRATION	444700	Other Repair & Maint. Service	447.00	HEARING ROOM PARTS
109432	07/09/25	BRADLEY, JUSTIN	061725-061825	295	861305	RMHIDTA INTELLIGENCE	445300	Travel Expense	424.09	YOUTH INSTITUTE CONFERENCE, COLORADO SPRINGS, CO
109433	07/09/25	BRIDGEVIEW IT INC	19902	100	18100	IT ADMINISTRATION	432100	Contract Work/Temporary Agency	5,850.00	IT SUPPORT
109434	07/09/25	BUILT FOR TEAMS INC	2421	100	800900	TECHNOLOGY FUND	444550	Software/Hardware Subscription	3,400.00	BUILT PLATFORM
109435	07/09/25	BURNETT, CHRISTOPHER LEE	071425-071825PERDIEM	217	861462	CDC INFRASTRUCTURE OPHP	445300	Travel Expense	378.40	NATIONAL ASSOCIATION OF COUNTY AND CITY HEALTH OFFICIALS CONFERENCE, ANAHEIM, CA
109436	07/09/25	BURNSIDE, TANYA	052225	100	13100	TREASURER	445300	Travel Expense	41.72	MILEAGE REIMBURSEMENT
109437	07/09/25	CASTLE ROCK SENIOR CENTER	OAIJUNE25	100	861587	ARPA - AGING RESOURCES OLDER A	447500	Other Purchased Services	39,406.56	2025 TOYOTA SIENNA



DOUGLAS COUNTY GOVERNMENT  
Payment Register Report

Payment Number	Payment Date	Vendor Name	Invoice Number	Fund	Business Unit	Business Unit Description	Object Acct	Account Description	Amount	Remark
109438	07/09/25	CDW GOVERNMENT LLC	AE3KT6G	240	33210	RA CHRISTENSEN JUSTICE CENTER	474500	Computer Equipment	183,757.14	TOUGHBOOKS
			AE3YT3H	240	33210	RA CHRISTENSEN JUSTICE CENTER	474500	Computer Equipment	17,500.68	TOUGHBOOKS
								<b>Total Payment</b>	<b>201,257.82</b>	
109439	07/09/25	CENTER COPY BOULDER, INC.	70483	223	28001	DA 23RD - DISTRICT MO ALLOC	433200	Office Supplies	272.87	ENVELOPES
			70438	220	22100	PATROL-LEA	440100	Printing/Copying/Reports	1,529.02	BLUE ENVELOPE PROJECT
			70443	220	22100	PATROL-LEA	440100	Printing/Copying/Reports	928.75	DRIVER EXCHANGE FORMS
			70446	210	44900	CHILD SUPPORT ENFORCEMENT	433200	Office Supplies	626.40	ENVELOPES
			69833	200	31100	ROAD AND BRIDGE ADMIN	440100	Printing/Copying/Reports	33.60	BUSINESS CARDS
			70468	100	21200	INVESTIGATIONS	440100	Printing/Copying/Reports	140.00	LIQUOR CODE ENFORCEMENT FORMS
			70402	100	11100	OFFICE OF THE BOARD	440100	Printing/Copying/Reports	14,654.37	HOME RULE POST CARD/MAILING
								<b>Total Payment</b>	<b>18,185.01</b>	
109440	07/09/25	CENTURY LINK	69677894/062425	100	18100	IT ADMINISTRATION	442440	Data Communication Lines	18.46	MAY 2025 MILLER LONG DISTANCE
109441	07/09/25	CERTIFIED BUSINESS SERVICES	51825	100	21500	DETENTION	433200	Office Supplies	1,419.77	DETENTION SUPPLIES
109442	07/09/25	CIRCULAR EDGE LLC	29832	100	18900	SOFTWARE MAINTENANCE	444500	Software/Hardware Supp./Maint.	10,000.00	MAY 2025 JDE SUPPORT
109443	07/09/25	CITY OF LONE TREE	25CORCONDC1	100	802034	COMMUNITY MENTAL HEALTH SFY25	445300	Travel Expense	240.80	GRANT TRAVEL EXPENSES
109444	07/09/25	COLORADO DEPARTMENT OF HUMAN SERVICES	MAY2025	100	100	GENERAL FUND	214415	Due to State-CO TBI Trust	9,500.00	MAY 2025 TBI TRUST
109445	07/09/25	COLUMBINE PAPER & MAINTENANCE	87064	100	51100	PARK MAINTENANCE	433900	Janitorial Supplies	1,032.76	JANITORIAL SUPPLIES
			87180	100	51100	PARK MAINTENANCE	433900	Janitorial Supplies	199.44	JANITORIAL SUPPLIES
								<b>Total Payment</b>	<b>1,232.20</b>	
109446	07/09/25	CORE ELECTRIC COOPERATIVE	23095300/061125	200	31650	ENG-ITS/TRAFFIC SIGNAL OPS	450250	Traffic Signal Utilities	32.59	BURNING TREE
109447	07/09/25	CORE ELECTRIC COOPERATIVE	43469900/061825	100	32100	WASTE TRANSFER SITES	450210	Electric	84.00	7826 COUNTY RD 67
109448	07/09/25	CORE ELECTRIC COOPERATIVE	26633300/061125	200	31650	ENG-ITS/TRAFFIC SIGNAL OPS	450250	Traffic Signal Utilities	71.12	BAYOU GULCH
109449	07/09/25	CORE ELECTRIC COOPERATIVE	23838700/061125	200	31650	ENG-ITS/TRAFFIC SIGNAL OPS	450250	Traffic Signal Utilities	80.20	THIRD ST LIGHT
109450	07/09/25	CORE ELECTRIC COOPERATIVE	26989800/061125	200	31650	ENG-ITS/TRAFFIC SIGNAL OPS	450250	Traffic Signal Utilities	34.37	SKY VIEW LN
109451	07/09/25	CRISIS CENTER	DV181846	210	44400	TANF BLOCK GRANT	443600	Other Professional Services	4,925.25	MAY 2025 SERVICES
109452	07/09/25	CROWE LLP	CI207640	100	800900	TECHNOLOGY FUND	443600	Other Professional Services	136,000.00	WORKSMART DYNAMICS IMPLEMENTATION
			CI207610	100	800900	TECHNOLOGY FUND	443600	Other Professional Services	67,000.00	WORKSMART DYNAMICS IMPLEMENTATION
			CI207648	100	800900	TECHNOLOGY FUND	443600	Other Professional Services	15,000.00	WORKSMART DYNAMICS IMPLEMENTATION
								<b>Total Payment</b>	<b>218,000.00</b>	
109453	07/09/25	DESERT SNOW LLC	16969	220	22100	PATROL-LEA	446100	Conference,Seminar, Train Fees	3,495.00	TRAINING
109454	07/09/25	DOUGLAS COUNTY DEPUTY SHERIFF'S ASSOCIATION	12412	250	53500	OPEN SPACE	443350	Security Services	2,448.00	SECURITY PATROLS - MAY 2025
			12349	250	53500	OPEN SPACE	432100	Contract Work/Temporary Agency	2,176.00	SECURITY PATROLS - APR 2025
			12441	100	21750	EMERGENCY SERVICES UNIT	447510	Emergency Response Services	10,100.00	FIRE ASSIGNMENT BACKFILL
								<b>Total Payment</b>	<b>14,724.00</b>	
109455	07/09/25	DOVE CREEK FORESTRY INC	146129	296	861572	AMERICAN RESCUE PLAN ACT	447500	PURCH SVCS/2025 FMWRM Wildfire	4,900.00	WILDFIRE MITIGATION PROGRAM
109456	07/09/25	ERVIN, LESLIE	062525	100	12400	MOTOR VEHICLE	445300	Travel Expense	36.33	MILEAGE REIMBURSEMENT
109457	07/09/25	FEHR & PEERS	186302	235	861606	TRANSIT AND MULTI-MODAL STUDY	443400	General Engineering Services	72,700.35	TRANSIT & MULTIMODAL STUDY
109458	07/09/25	FORSGREN ASSOCIATES INC	18871	100	890020	WATER INITIATIVES	443600	Other Professional Services	19,791.98	PROJECT COORDINATION & ADMINISTRATION

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109459	07/09/25	GAINES, KATRINA	061725-061825	217	46100	DC HEALTH DEPT ADMIN	445300	Travel Expense	130.76	MILEAGE REIMBURSEMENT
109460	07/09/25	GALLS LLC	BC2187338	221	27150	SCHOOL RESOURCE OFFICERS	433500	Clothing & Uniforms	8,935.30	BALLISTIC VESTS
109461	07/09/25	GREAT LAKES MARINE	45200	245	47100	RUETER-HESS REC OPS & MAINT	474800	Other Machinery & Equip.	150,000.00	SAFETY PATROL BOAT
109462	07/09/25	GROUND ENGINEERING CONSULTANTS	25405203	200	800100	CONTRACTED MAJOR ROAD MAINT	478200	Major Maint. of Assets	6,570.00	2025 MATERIAL TESTING/INSPECTIONS
109463	07/09/25	HDR ENGINEERING INC	1240027378	230	800156	HILLTOP RD (REATA-SINGING HILL	473100	Roads, St., Drainage-Eng.	36,773.65	DESIGN SERVICES - HILLTOP RD
109464	07/09/25	HEALTH MANAGEMENT ASSOCIATES	2112370000008	100	802031	HB22-1281 CYF SFY2025	443600	Other Professional Services	9,367.50	MAY 2025 YOUTH CARE COMPACT PROGRAM DEVELOPMENT
109465	07/09/25	HOKE, SARAH E	061725-061825	295	861305	RMHIDTA INTELLIGENCE	445300	Travel Expense	408.48	YOUTH INSTITUTE CONFERENCE, COLORADO SPRINGS, CO
109466	07/09/25	HOLCIM-WCR INC	CI2020015APP8	230	800129	I-25 FRONTAGE RD(TOMAH-DAWSON)	473200	Road-St Drainage Construction	503,207.72	HAVANA/LINCOLN INTERSECTION
			CI2020015APP8RTNG	230	800129	I-25 FRONTAGE RD(TOMAH-DAWSON)	211810	Retainage Payable	(25,160.39)	HAVANA/LINCOLN INTERSECTION
			721194343	200	31400	MAINTENANCE OF CONDITION	448200	Aggregate Products	25,280.85	ROAD BASE FOR INDIAN CREEK
			721201127	200	31400	MAINTENANCE OF CONDITION	448200	Aggregate Products	18,344.79	ROAD BASE FOR INDIAN CREEK
								<b>Total Payment</b>	<b>521,672.97</b>	
109467	07/09/25	HUFF, ALISSA	050325-052025	217	46400	COMMUNITY HEALTH	445300	Travel Expense	114.70	MILEAGE REIMBURSEMENT
109468	07/09/25	HUMANE SOCIETY OF PIKES PEAK	JUL2025	100	55500	ANIMAL CONTROL	447460	Animal Control Services	43,921.67	JUL 2025 ANIMAL SERVICES
109469	07/09/25	INSTITUTE ON DISABILITY	3523170	100	802031	HB22-1281 CYF SFY2025	446100	Conference,Seminar, Train Fees	2,985.00	CARE COORDINATOR TRAINING
109470	07/09/25	KENNEDY, JASON	CRIMINALLAW	100	17100	HR ADMIN	446200	Tuition Reimbursement	945.00	TUITION REIMBURSEMENT
109471	07/09/25	KNOTHEAD TREE AND LAWN CARE	21254	296	861572	AMERICAN RESCUE PLAN ACT	447500	PURCH SVCS/2025 FMWRM Wildfire	7,496.00	WILDFIRE MITIGATION PROGRAM
109472	07/09/25	KRAEMER NORTH AMERICA LLC	CI2022021APP32RTNG	230	800998	US HWY 85 IMPROVEMENTS	211810	Retainage Payable	(244,750.59)	US 85
			CI2022021APP32/2025421	230	800308	US 85 STERLING RANCH CONTRIB	467400	State-CDOT	948,001.81	US 85
			CI2022021APP32/2025423	230	800998	US HWY 85 IMPROVEMENTS	467400	State-CDOT	3,947,010.03	US 85
								<b>Total Payment</b>	<b>4,650,261.25</b>	
109473	07/09/25	KRUZEL, KYLE ANDREW	062025	100	17100	HR ADMIN	447950	Wellness Program	130.07	RAFFLE PRIZE REIMBURSEMENT
109474	07/09/25	LEVEL 3 COMMUNICATIONS	5KKSTQCBQ/060125-2	200	31660	TRAFFIC SIGNAL ASSET MGMT PROG	473800	Traffic Signals - Construction	21,986.76	TRAFFIC FIBER DUCT INSTALL
			5KKSTQCBQ/060125	100	100	GENERAL FUND	121314	Acct. Rec. - Sheriff Admin	3,092.67	JUN 2025 INTERNET
			5KKSTQCBQ/060125	100	18100	IT ADMINISTRATION	442440	Data Communication Lines	528.12	JUN 2025 INTERNET
								<b>Total Payment</b>	<b>25,607.55</b>	
109475	07/09/25	LIGHTING ACCESSORY & WARNING SYSTEMS	25766	220	22100	PATROL-LEA	474300	Cars, Vans, Pickups	9,852.00	VEHICLE UPFIT
			25937	220	22120	FLEET - LEA	474300	Cars, Vans, Pickups	2,735.00	VEHICLE UPFIT
			25961	220	22150	TRAFFIC SECTION	449057	Fleet Outside Repairs	739.75	VEHICLE UPFIT
								<b>Total Payment</b>	<b>13,326.75</b>	
109476	07/09/25	MW GOLDEN CONSTRUCTORS	2	250	53500	OPEN SPACE	478300	Major Maint. Repair Projects	46,729.90	SANDSTONE WORK
109477	07/09/25	PINERY HOMEOWNERS ASSOCIATION	254	100	51125	PARK MAINTENANCE-Cash in Lieu	443600	Other Professional Services	787.14	MAY 2025 SECURITY PATROLS
109478	07/09/25	PRO FORCE LAW ENFORCEMENT	575527	220	22100	PATROL-LEA	438200	C.A.-Firearms/Tasers	148.14	RIFLE ACCESSORY
109479	07/09/25	PSYCHOLOGICAL DIMENSIONS LLC	9521	100	21155	HIRING	447900	Recruitment Costs	2,925.00	PRE-EMPLOYMENT TESTING
109480	07/09/25	QUINN, TERENCE T	041825-061725	100	16200	PLANNING & ZONING SERVICES	445300	Travel Expense	513.04	MILEAGE REIMBURSEMENT
109481	07/09/25	ROBERT HALF TECHNOLOGY	65118638	100	800900	TECHNOLOGY FUND	432100	Contract Work/Temporary Agency	3,512.16	TEMPORARY POSITION - BUDGET

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109482	07/09/25	ROCKSOL CONSULTING GROUP INC	518983	230	800998	US HWY 85 IMPROVEMENTS	443600	Other Professional Services	140,057.06	US 85 CONSTRUCTION MANAGEMENT
			518984	230	800998	US HWY 85 IMPROVEMENTS	443600	Other Professional Services	2,672.77	US 85 CONSTRUCTION MANAGEMENT
								<b>Total Payment</b>	<b>142,729.83</b>	
109483	07/09/25	S-COMM FIBER INC	12956	100	802027	JAIL BASED BEHAVIORAL HLTH PRG	443600	Other Professional Services	5,059.00	CABLE INSTALLATION
			12955	100	19200	FUND ADMIN.-GENERAL	474500	Computer Equipment	17,321.90	CABLE INSTALLATION
			12954	100	19100	FACILITIES ADMINISTRATION	121350	Acct. Rec. - CIP Projects	92,247.40	CABLE INSTALLATION
								<b>Total Payment</b>	<b>114,628.30</b>	
109484	07/09/25	SATHER, ELIZABETH L PSY D	060925-061025	100	21525	RESTRICTED BOOKING FEES (40%)	446500	Other Training Services	4,200.00	TRAINING SERVICES
109485	07/09/25	SEDALIA WATER & SANITATION DISTRICT	061625	296	861577	ARPA-REVENUE REPLACEMENT	465100	Contributions - Misc./Sedalia	43,601.50	ARPA REIMBURSEMENT
109486	07/09/25	SHILOH HOUSE	52003200525DOUG	210	44175	JUVENILE JUSTICE SVCS/1451	443600	Other Professional Services	6,853.14	MAY 2025 BED GUARANTEE
			52003200525DOUG	210	44500	CHILD WELFARE	443600	Other Professional Services	17,296.02	MAY 2025 BED GUARANTEE
								<b>Total Payment</b>	<b>24,149.16</b>	
109487	07/09/25	SHUMS CODA ASSOCIATES	19232	100	24100	BUILDING DEVELOPMENT SERVICES	447270	Elevator Witness Test	200.00	ELEVATOR TESTING
			19219	100	24100	BUILDING DEVELOPMENT SERVICES	447280	New Elevator Installations	1,700.00	ELEVATOR PLAN REVIEW
			19239	100	24100	BUILDING DEVELOPMENT SERVICES	447270	Elevator Witness Test	200.00	ELEVATOR TESTING
			19240	100	24100	BUILDING DEVELOPMENT SERVICES	447270	Elevator Witness Test	200.00	ELEVATOR TESTING
			19234	100	24100	BUILDING DEVELOPMENT SERVICES	447280	New Elevator Installations	200.00	ELEVATOR TESTING
			19236	100	24100	BUILDING DEVELOPMENT SERVICES	447280	New Elevator Installations	400.00	ELEVATOR TESTING
			19238	100	24100	BUILDING DEVELOPMENT SERVICES	447270	Elevator Witness Test	200.00	ELEVATOR TESTING
			19286	100	24100	BUILDING DEVELOPMENT SERVICES	447270	Elevator Witness Test	200.00	ELEVATOR TESTING
			19233	100	24100	BUILDING DEVELOPMENT SERVICES	447270	Elevator Witness Test	1,000.00	ELEVATOR TESTING
			19277	100	24100	BUILDING DEVELOPMENT SERVICES	447270	Elevator Witness Test	500.00	ELEVATOR TESTING
			19231	100	24100	BUILDING DEVELOPMENT SERVICES	447270	Elevator Witness Test	1,000.00	ELEVATOR TESTING
			19220	100	24100	BUILDING DEVELOPMENT SERVICES	447280	New Elevator Installations	550.00	ELEVATOR TESTING
			19237	100	24100	BUILDING DEVELOPMENT SERVICES	447270	Elevator Witness Test	200.00	ELEVATOR TESTING
			19222	100	24100	BUILDING DEVELOPMENT SERVICES	447280	New Elevator Installations	550.00	ELEVATOR PLAN REVIEW
			19221	100	24100	BUILDING DEVELOPMENT SERVICES	447280	New Elevator Installations	550.00	ELEVATOR PLAN REVIEW
			19230	100	24100	BUILDING DEVELOPMENT SERVICES	447280	New Elevator Installations	200.00	ELEVATOR TESTING
			19235	100	24100	BUILDING DEVELOPMENT SERVICES	447280	New Elevator Installations	600.00	ELEVATOR TESTING
								<b>Total Payment</b>	<b>8,450.00</b>	
109488	07/09/25	SIGN SOLUTIONS USA	417683	200	31600	ENG - TRAFFIC SIGNS/STRIPING	436500	Sign Parts & Supplies	4,668.53	SIGN BLANKS
109489	07/09/25	SOURCE OFFICE & TECHNOLOGY	49805970	220	22150	TRAFFIC SECTION	433210	Computer Supplies	348.80	OFFICE SUPPLIES
			49802330	100	21500	DETENTION	433240	Office Equip. Accessories	710.60	OFFICE SUPPLIES
			49792550	100	21500	DETENTION	433240	Office Equip. Accessories	396.96	OFFICE SUPPLIES
			49802330	100	21500	DETENTION	433400	Operating Supplies	53.40	OFFICE SUPPLIES
								<b>Total Payment</b>	<b>1,509.76</b>	
109490	07/09/25	SOURCENOW	INVSN3509	100	21125	SUPPORT SERVICES	433210	Computer Supplies	647.70	TONER FOR PRINTERS
109491	07/09/25	SOURCES INC	50211	200	31400	MAINTENANCE OF CONDITION	443600	Other Professional Services	22.50	EMBROIDERY
			50211	200	31400	MAINTENANCE OF CONDITION	433500	Clothing & Uniforms	97.37	CLOTHING
			52089	200	31400	MAINTENANCE OF CONDITION	433500	Clothing & Uniforms	98.82	CLOTHING
								<b>Total Payment</b>	<b>218.69</b>	
109492	07/09/25	SPRADLIN PRINTING INC	24124	200	800100	CONTRACTED MAJOR ROAD MAINT	439200	Postage & Delivery Svc.	890.35	CONE ZONE MAILING
			24119	100	55250	COUNTY FAIR	433400	OS/Fair Mkt & Spons	139.00	PARKING PASS SPONSOR STICKERS
								<b>Total Payment</b>	<b>1,029.35</b>	
109493	07/09/25	SUPER SEER CORPORATION	79843	220	22150	TRAFFIC SECTION	433500	Clothing & Uniforms	2,070.00	HELMETS
109494	07/09/25	TELLIGEN	INV0000123571	100	17100	HR ADMIN	447975	Wellness Programs - Carrier	1,294.02	AT RISK/LIFESTYLE COACHING
			INV0000123559	100	17100	HR ADMIN	447975	Wellness Programs - Carrier	1,736.28	DISEASE MANAGEMENT
			INV0000123573	100	17100	HR ADMIN	447975	Wellness Programs - Carrier	2,686.32	WELLNESS PORTAL

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Total Payment									5,716.62	
109495	07/09/25	TFOG WHEELSPORTS LLC	36492	100	19910	FLEET MAINTENANCE	436200	Equip. & Motor Vehicle Parts	392.52	FLEET PARTS
109496	07/09/25	THE LITTLE CLINIC OF COLORADO	4436052025	217	861457	IMMUNIZATION & VACCINATN CHILD	443600	Other Professional Services	170.00	IMMUNIZATION SERVICES
109497	07/09/25	TOWN OF CASTLE ROCK	1851	100	55250	COUNTY FAIR	440200	ADV/Fair Mkt & Spons	3,539.14	2025 SUMMER MAILER
109498	07/09/25	TWISTED TIMBER	INV26	296	861572	AMERICAN RESCUE PLAN ACT	447500	PURCH SVCS/2025 FMWRM Wildfire	1,250.00	WILDFIRE MITIGATION PROGRAM
109499	07/09/25	VISITING ANGELS	VAPC0525	100	861001	STATE SENIOR SERVICES GRANT	443600	OPS/OAA VA PERSONAL CARE 2024	15,890.88	DRCOG SENIOR PERSONAL CARE GRANT
			VAHMKR0525	100	861001	STATE SENIOR SERVICES GRANT	443600	OPS/OAA VA HOMEMAKER 2024	5,198.38	DRCOG SENIOR HOMEMAKER GRANT
			Total Payment						21,089.26	
109500	07/09/25	WAGNER EQUIPMENT COMPANY	CS52828	200	31400	MAINTENANCE OF CONDITION	478300	Major Maint. Repair Projects	32,705.60	REPAIRS & REPLACE BRAKES
			CS52828A	100	31400	MAINTENANCE OF CONDITION	478300	Major Maint. Repair Projects	682.62	REPAIRS & REPLACE BRAKES
			Total Payment						33,388.22	
109501	07/09/25	WEIS, KEITH	062325-062525	295	861300	RMHIDTA MGMT & COORDINATION	445300	Travel Expense	865.23	DEA MEETINGS, SALT LAKE, UT
			041725-061825	295	861300	RMHIDTA MGMT & COORDINATION	445300	Travel Expense	682.91	YOUTH INSTITUTE CONFERENCE, COLORADO SPRINGS, CO
			Total Payment						1,548.14	
109502	07/09/25	WELCH EQUIPMENT COMPANY INC	V10490657	100	19910	FLEET MAINTENANCE	436200	Equip. & Motor Vehicle Parts	2,164.99	FLEET PARTS
109503	07/09/25	WELLPATH LLC	INV0127962	100	21500	DETENTION	443100	Medical, Dental & Vet Services	40,258.33	MAY 2025 MONTHLY STAFFING
			INV0128936	100	21500	DETENTION	443100	Medical, Dental & Vet Services	40,258.33	JUN 2025 PROGRAM
			INV0128883	100	802027	JAIL BASED BEHAVIORAL HLTH PRG	443100	Medical, Dental & Vet Services	5,032.75	APR 2025 MEDICATIONS
			INV0127961	100	21500	DETENTION	443100	Medical, Dental & Vet Services	386,999.17	MAY 2025 MONTHLY MEDICAL SERVICES
			INV0128630	100	21500	DETENTION	443100	Medical, Dental & Vet Services	(2,628.00)	APR 2025 STAFFING CREDITS
			INV0129253	100	21500	DETENTION	443100	Medical, Dental & Vet Services	(2,534.56)	MAY 2025 STAFFING CREDITS
			INV0128935	100	21500	DETENTION	443100	Medical, Dental & Vet Services	386,999.17	JUN 2025 MONTHLY MEDICAL SERVICES
			INV0129302	100	802027	JAIL BASED BEHAVIORAL HLTH PRG	443100	Medical, Dental & Vet Services	5,601.77	MAY 2025 MEDICATIONS
			Total Payment						859,986.96	
109504	07/09/25	WELLS FARGO BANK - GOVERNMENT	MAY 2025/2025013	100	13100	TREASURER	443550	Banking Service Fees	2,859.60	MAY 2025 BANK FEES
109505	07/09/25	WELLS FARGO BANK - GOVERNMENT	MAY2025/SOC	210	44500	CHILD WELFARE	443550	Banking Service Fees	28.05	MAY 2025 BANK FEES
109506	07/09/25	WELLS FARGO BANK - GOVERNMENT	MAY2025	295	861350	RMHIDTA TRAINING	443550	Banking Service Fees	36.66	MAY 2025 BANK FEES
109507	07/09/25	WENIGER, EMILEE G	012925-052325	220	800595	MOUNTED PATROL	447500	Other Purchased Services	325.00	MOUNTED PATROL REIMBURSEMENT
			012925-052325	220	800595	MOUNTED PATROL	433400	Operating Supplies	500.00	MOUNTED PATROL REIMBURSEMENT
			012925-052325	220	800595	MOUNTED PATROL	445300	Travel Expense	94.64	MOUNTED PATROL REIMBURSEMENT
			Total Payment						919.64	
109508	07/09/25	WEST FORK CONSTRUCTION LLC	CI2024016APP2RTNG	230	800438	HESS RD BRIDGE REPAIR	211810	Retainage Payable	(12,645.45)	HESS RD BRIDGE REPAIR
			CI2024016APP2	230	800438	HESS RD BRIDGE REPAIR	478200	Major Maint. of Assets	215,991.58	HESS RD BRIDGE REPAIR
			CI2024016APP2	230	800438	HESS RD BRIDGE REPAIR	478200	Major Maint. of Assets	36,917.35	HESS RD BRIDGE REPAIR
			Total Payment						240,263.48	
109509	07/09/25	WESTERN PAPER DISTRIBUTORS	5198723	100	21500	DETENTION	433900	Janitorial Supplies	624.03	JANITORIAL SUPPLIES
			5194914	100	21500	DETENTION	433900	Janitorial Supplies	4,233.93	JANITORIAL SUPPLIES
			Total Payment						4,857.96	
109510	07/09/25	ZECK INC	IKLDSE7E0001	100	800900	TECHNOLOGY FUND	444550	Software/Hardware Subscription	7,900.00	SOFTWARE PURCHASE
527725	07/08/25	18TH JUDICIAL DISTRICT VALE FUND	MAY2025	100	100	GENERAL FUND	214627	Due to 18th Judicial Dist-VALE	5,520.00	MAY 2025 VALE SURCHARGE
527726	07/08/25	ACADEMY SPORTS TURF LLC	AP1	260	800610	CHALLENGER REGIONAL PARK	473500	Parks & Recreation Improvement	356,250.00	CHALLENGER FIELD TURF REPLACEMENT
			1RTNG	260	800610	CHALLENGER REGIONAL PARK	211810	Retainage Payable	(17,812.50)	CHALLENGER FIELD TURF REPLACEMENT

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<b>Total Payment</b>									<b>338,437.50</b>	
527727	07/08/25	ALKU TECHNOLOGIES LLC	606709	100	800900	TECHNOLOGY FUND	443600	Other Professional Services	3,045.00	WORKSMART CONSULTING
527728	07/08/25	ASHLEY, GRANT D & LINDA L	MV REFUND	100	100	GENERAL FUND	211650	Fee Refunds - Clerk & Recorder	136.35	REGISTRATION REFUNDS
527729	07/08/25	CARRIER WEST	50228017	100	19125	FACILITIES MANAGEMENT	438800	C.A.-Other Equipment	1,327.38	REPAIR SUPPLIES
			50228096	100	19125	FACILITIES MANAGEMENT	436600	Other Repair & Maint. Supplies	482.98	REPAIR SUPPLIES
			<b>Total Payment</b>						<b>1,810.36</b>	
527730	07/08/25	CASTLE ROCK ROCK LLC	052725	200	31400	MAINTENANCE OF CONDITION	448200	Aggregate Products	(43.64)	SQUEEGEE WATERTON STOCK
			052725	200	31400	MAINTENANCE OF CONDITION	448200	Aggregate Products	1,107.98	SQUEEGEE WATERTON STOCK
			<b>Total Payment</b>						<b>1,064.34</b>	
527731	07/08/25	CATALIS COURTS & LAND RECORDS, LLC	INV308353532	100	871000	E-RECORDING	444500	Software/Hardware Supp./Maint.	13,842.54	ANNUAL MAINTENANCE
527732	07/08/25	COLORADO BARRICADE COMPANY	55516	200	31400	MAINTENANCE OF CONDITION	443600	Other Professional Services	300.00	DUAL FLASHERS
527733	07/08/25	COLORADO BUREAU OF INVESTIGATION	A251100020	100	100	GENERAL FUND	214628	Due to CBI - Concealed Handgun	22,684.50	MAY 2025 CONCEALED HANDGUN FEES
527734	07/08/25	COLORADO COMMUNITY MEDIA	XVJCIZZL0001	100	15300	BUDGET	440200	Newspaper Notices/Advertising	27.50	LEGAL NOTICE
527735	07/08/25	COLORADO GARAGE DOOR SERVICE	123962	100	19125	FACILITIES MANAGEMENT	436600	Other Repair & Maint. Supplies	360.00	REPAIR SUPPLIES
527736	07/08/25	COLORADO JUDICIAL DEPARTMENT	MAY2025	100	100	GENERAL FUND	214416	Due to State - Fam Frndly Crt	552.00	MAY 2025 FAMILY FRIENDLY
527737	07/08/25	DISCOUNT SCHOOL SUPPLY	9728420101	217	861619	TSQI CSQI GAE FUNDING	447500	Other Purchased Services	70.30	EARLY CHILDHOOD COUNCIL CONTRACTOR
			9728430102	217	861619	TSQI CSQI GAE FUNDING	447500	Other Purchased Services	529.51	EARLY CHILDHOOD COUNCIL CONTRACTOR
			9728440101	217	861619	TSQI CSQI GAE FUNDING	447500	Other Purchased Services	905.49	EARLY CHILDHOOD COUNCIL CONTRACTOR
			9678300101	217	861619	TSQI CSQI GAE FUNDING	447500	Other Purchased Services	375.79	EARLY CHILDHOOD COUNCIL CONTRACTOR
			9678270102	217	861619	TSQI CSQI GAE FUNDING	447500	Other Purchased Services	505.34	EARLY CHILDHOOD COUNCIL CONTRACTOR
			<b>Total Payment</b>						<b>2,386.43</b>	
527738	07/08/25	DOUGLAS COUNTY SCHOOL DISTRICT	10003451	210	44500	CHILD WELFARE	443600	Other Professional Services	1,331.43	MAY 2025 ESSA BILLING
			10003449	210	44500	CHILD WELFARE	443600	Other Professional Services	698.49	MAY 2025 ESSA BILLING
			10003450	210	44500	CHILD WELFARE	443600	Other Professional Services	940.23	MAY 2025 ESSA BILLING
			10003448	210	44500	CHILD WELFARE	443600	Other Professional Services	208.68	MAY 2025 ESSA BILLING
			<b>Total Payment</b>						<b>3,178.83</b>	
527739	07/08/25	DYNAMIC IMAGING SYSTEMS INC	DYNXT0000215	100	803072	STATE CRIMINAL ALIEN ASST	444500	Software/Hardware Supp./Maint.	950.00	CORRETRAK SUBSCRIPTION
			DYNXT0000215	100	803072	STATE CRIMINAL ALIEN ASST	438600	C.A.-Computer Software/License	4,750.00	CORRETRAK SUBSCRIPTION
			<b>Total Payment</b>						<b>5,700.00</b>	
527740	07/08/25	ELBERT COUNTY GOVERNMENT	206	217	861057	TPEP - TOBACCO PREV & ED PROG	443600	Other Professional Services	7,055.38	TOBACCO INITIATIVE
527741	07/08/25	ELBERT WATER & SANITATION DISTRICT	INV0APRMAY20025	200	31400	MAINTENANCE OF CONDITION	448600	Bulk Water	800.00	BULK WATER ROAD MAINTENANCE
527742	07/08/25	ELIME TECHNOLOGY	1396	100	802034	COMMUNITY MENTAL HEALTH SFY25	447500	Other Purchased Services	2,500.00	COLORADO CO-RESPONDER WEBSITE DEVELOPMENT
527743	07/08/25	EMBLEM ENTERPRISES	954386	220	822110	SWAT TEAM	433420	Employee Recognition Supplies	157.85	SWAT OPERATOR PINS
527744	07/08/25	ESCH CONSTRUCTION SUPPLY INC	INV85613	200	31400	MAINTENANCE OF CONDITION	433400	Operating Supplies	915.39	SAW BLADES
527745	07/08/25	EWING IRRIGATION PRODUCTS INC	26267047	100	60100	NATURAL RESOURCES	433400	Operating Supplies	152.15	CONSTRUCTION SUPPLIES
527746	07/08/25	FALCONE REFRIGERATION INC	14090	100	19100	FACILITIES ADMINISTRATION	444700	Other Repair & Maint. Service	237.50	SERVICE CALL
			14089	100	19100	FACILITIES ADMINISTRATION	444700	Other Repair & Maint. Service	237.50	SERVICE CALL
			<b>Total Payment</b>						<b>475.00</b>	
527747	07/08/25	FBI - LEEDA INC	062425	220	21116	REGULATORY TRAINING	446100	Conference,Seminar, Train Fees	3,975.00	TRAINING SERVICES

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527748	07/08/25	FIRST BAPTIST CHURCH OF ENGLEWOOD	146131	296	861572	AMERICAN RESCUE PLAN ACT	447500	PURCH SVCS/CO Forest Services	5,750.00	WILDFIRE MITIGATION PROGRAM
527749	07/08/25	FRANKTOWN ANIMAL CLINIC	771274	100	802034	COMMUNITY MENTAL HEALTH SFY25	447500	Other Purchased Services	246.86	VETERINARY SERVICES
527750	07/08/25	FRONTIER FIRE PROTECTION LLC	10004766	100	55200	FAIRGROUND OPERATIONS	444400	Service Contracts	880.00	FIRE ALARM REPLACEMENT
			10004759	100	55200	FAIRGROUND OPERATIONS	444400	Service Contracts	1,761.00	FIRE ALARM REPLACEMENT
			10004768	100	55200	FAIRGROUND OPERATIONS	444400	Service Contracts	920.00	FIRE ALARM REPLACEMENT
			10004764	100	55200	FAIRGROUND OPERATIONS	444400	Service Contracts	817.00	FIRE ALARM REPLACEMENT
			10004933	100	19150	JUSTICE CENTER FACILITY MGMT	444400	Service Contracts	375.00	FIRE EXTINGUISHER INSPECTION
			10004765	100	55200	FAIRGROUND OPERATIONS	444400	Service Contracts	775.00	FIRE ALARM REPLACEMENT
								<b>Total Payment</b>	<b>5,528.00</b>	
527751	07/08/25	HURON FRAMING LLC	MV REFUND	100	100	GENERAL FUND	211650	Fee Refunds - Clerk & Recorder	330.93	REGISTRATION REFUNDS
527752	07/08/25	IMAGEFIRST	266422092	100	23100	CORONER	443600	Other Professional Services	58.31	LAUNDRY SERVICE
527753	07/08/25	INDERBITZEN, KIRK	062925-070125PERDIEM	250	53500	OPEN SPACE	446100	Conference,Seminar, Train Fees	240.00	GRANT TRAINING CONFERENCE, FT COLLINS, CO
527754	07/08/25	JEFFERSON COUNTY DEPARTMENT OF HUMAN SERVICES	063025	210	44500	CHILD WELFARE	443600	Other Professional Services	4,547.19	HOME STUDY SERVICES
527755	07/08/25	KEN CARYL GLASS INC	279509IN	100	55200	FAIRGROUND OPERATIONS	444700	Other Repair & Maint. Service	3,631.00	GLASS REPLACEMENT
527756	07/08/25	KENNEMER, NICA J	MV REFUND	100	100	GENERAL FUND	211650	Fee Refunds - Clerk & Recorder	21.68	REGISTRATION REFUNDS
527757	07/08/25	KIEWIT INFRASTRUCTURE COMPANY	9100895659	200	31400	MAINTENANCE OF CONDITION	448300	Asphalt & Asphalt Filler	592.85	ASPHALT FOR PAVING
527758	07/08/25	LAKESHORE LEARNING MATERIALS LLC	90963428	217	861619	TSQI CSQI GAE FUNDING	447500	Other Purchased Services	327.80	EARLY CHILDHOOD COUNCIL CONTRACTOR
			800127809	217	861619	TSQI CSQI GAE FUNDING	447500	Other Purchased Services	(31.15)	EARLY CHILDHOOD COUNCIL CONTRACTOR
			90989746	217	861619	TSQI CSQI GAE FUNDING	447500	Other Purchased Services	621.16	EARLY CHILDHOOD COUNCIL CONTRACTOR
			90995253	217	861619	TSQI CSQI GAE FUNDING	447500	Other Purchased Services	398.04	EARLY CHILDHOOD COUNCIL CONTRACTOR
			90995250	217	861619	TSQI CSQI GAE FUNDING	447500	Other Purchased Services	353.20	EARLY CHILDHOOD COUNCIL CONTRACTOR
			800127170	217	861619	TSQI CSQI GAE FUNDING	447500	Other Purchased Services	(24.21)	EARLY CHILDHOOD COUNCIL CONTRACTOR
			90989747	217	861619	TSQI CSQI GAE FUNDING	447500	Other Purchased Services	295.22	EARLY CHILDHOOD COUNCIL CONTRACTOR
			90982648	217	861619	TSQI CSQI GAE FUNDING	447500	Other Purchased Services	128.29	EARLY CHILDHOOD COUNCIL CONTRACTOR
			90954482	217	861619	TSQI CSQI GAE FUNDING	447500	Other Purchased Services	254.74	EARLY CHILDHOOD COUNCIL CONTRACTOR
								<b>Total Payment</b>	<b>2,323.09</b>	
527759	07/08/25	LUKAS, PRASAD G	MV REFUND	100	100	GENERAL FUND	211650	Fee Refunds - Clerk & Recorder	282.67	REGISTRATION REFUNDS
527760	07/08/25	MAYHEW, BRADLEY	061825	217	46100	DC HEALTH DEPT ADMIN	443600	Other Professional Services	40.00	VITAL RECORDS REFUND
527761	07/08/25	MCDUFFY, CEARA	060625	217	46100	DC HEALTH DEPT ADMIN	443600	Other Professional Services	20.00	VITAL RECORDS REFUND
527762	07/08/25	MOMENTUM TELECOM INC	578631	295	861300	RMHIDTA MGMT & COORDINATION	442400	Telephone/Communications	225.48	TELECOM SERVICES
			578631	295	861305	RMHIDTA INTELLIGENCE	442400	Telephone/Communications	289.91	TELECOM SERVICES
			578631	295	861350	RMHIDTA TRAINING	442400	Telephone/Communications	128.85	TELECOM SERVICES
								<b>Total Payment</b>	<b>644.24</b>	
527763	07/08/25	MULLER ENGINEERING COMPANY INC	40536	230	800434	BROADWAY/HRP INTERSECTION	473100	Roads, St., Drainage-Eng.	17,612.69	BROADWAY & HIGHLANDS RANCH PARKWAY DESIGN
527764	07/08/25	MULTICOPTER WAREHOUSE	8412902	296	861572	AMERICAN RESCUE PLAN ACT	433400	Operating Supplies	537.12	JUSTICE CENTER SUPPLIES
			8412901	285	21205	ASSET FORFEIT - FED JUSTICE	474800	Other Machinery & Equip.	4,499.00	JUSTICE CENTER SUPPLIES
								<b>Total Payment</b>	<b>5,036.12</b>	
527765	07/08/25	NGUYEN, CHRISTINA N	061725	217	46100	DC HEALTH DEPT ADMIN	443600	Other Professional Services	59.00	VITAL RECORDS REFUND
527766	07/08/25	PERRY PARK WATER & SANITATION DISTRICT	061925	200	31400	MAINTENANCE OF CONDITION	448600	Bulk Water	3,289.00	BULK WATER ROAD MAINTENANCE
527767	07/08/25	PICHARDO, LIZBETH VEGA	DC002496	100	100	GENERAL FUND	221610	Sec. Deposit Refund-Fairground	200.00	SECURITY DEPOSIT REFUND

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527768	07/08/25	PRIMROSE SCHOOL AT STERLING RANCH	1003	217	861619	TSQJ CSQJ GAE FUNDING	447500	Other Purchased Services	311.34	EARLY CHILDHOOD COUNCIL CONTRACTOR
527769	07/08/25	QDC RANCH SERVICES LLC	2345	250	53500	OPEN SPACE	447500	Other Purchased Services	2,853.75	WILDLIFE MITIGATION MULTI LOCATIONS
527770	07/08/25	ROXBOROUGH WATER & SANITATION DISTRICT	7130848/062425	100	19100	FACILITIES ADMINISTRATION	450230	Water & Sewer	154.25	8500 MOORE RD
527771	07/08/25	SAFETY KLEEN CORPORATION	97227036	100	51100	PARK MAINTENANCE	444300	Equipment Rental	367.14	CLEANING SERVICES
527772	07/08/25	SANCHEZ, JASON	DC002383	100	100	GENERAL FUND	221610	Sec. Deposit Refund-Fairground	200.00	SECURITY DEPOSIT REFUND
527773	07/08/25	SEDALIA LANDFILL	13133	200	31400	MAINTENANCE OF CONDITION	450240	Waste Disposal Services	22,326.13	CONSTRUCTION DEBRIS
527774	07/08/25	STARCHASE LLC	20134385	220	22100	PATROL-LEA	444550	Software/Hardware Subscription	14,250.00	ANNUAL SUBSCRIPTION
527775	07/08/25	STERICYCLE INC	801916972	217	861451	WIC - WOMEN, INFANT, CHILDREN	443600	Other Professional Services	80.00	OSHA COMPLIANCE SUBSCRIPTION
527776	07/08/25	STOCK ENTERPRISES LLC	50188	285	21205	ASSET FORFEIT - FED JUSTICE	438800	C.A.-Other Equipment	32,704.70	GRAPPLER UNIT
527777	07/08/25	STRIEGEL, EDWARD A & SHERI BONO	MV REFUND	100	100	GENERAL FUND	211650	Fee Refunds - Clerk & Recorder	1,077.43	REGISTRATION REFUNDS
527778	07/08/25	SUNSTATE EQUIPMENT COMPANY LLC	13479368001	200	31400	MAINTENANCE OF CONDITION	448700	Other Constr/Maint. Materials	25.76	PROPANE
527779	07/08/25	UNIFIRST CORPORATION	2260173968 2260173935	100 100	19910 19910	FLEET MAINTENANCE FLEET MAINTENANCE	433500 433500	Clothing & Uniforms Clothing & Uniforms	43.64 131.02	UNIFORMS FOR PARKER UNIFORMS FOR CASTLE ROCK
								<b>Total Payment</b>	<b>174.66</b>	
527780	07/08/25	UNIVERSITY OF COLORADO MEDICINE	FIN086739	223	28501	DA 23RD - STATE MANDATED COSTS	445300	Travel Expense-State Mandated	708.00	EXPERT WITNESS
527781	07/08/25	UNIVERSITY OF DENVER - DENVER FIRST	06202523533	100	21116	REGULATORY TRAINING	446100	Conference,Seminar, Train Fees	8,400.00	PUBLIC SAFETY CLASS
527782	07/08/25	VERITRACE INC	8014	217	46100	DC HEALTH DEPT ADMIN	443600	Other Professional Services	624.20	VITAL RECORDS PAPER
527783	07/08/25	A TOUCH OF CLASS MUSIC INC	2025FAIR	100	55250	COUNTY FAIR	443570	County Fair Service/Fair Event	800.00	2025 FAIR & RODEO ENTERTAINMENT
527784	07/08/25	ALTHOUSE, WILLIAM BRENT	061325	100	24100	BUILDING DEVELOPMENT SERVICES	436400	Consumable Tools	6.85	BUILDING SUPPLIES
527785	07/08/25	BECKWITH, DONALD J	072825-073025PERDIEM	100	16200	PLANNING & ZONING SERVICES	445300	Travel Expense	174.80	WATER FLUENCY PROGRAM, STEAMBOAT SPRINGS, CO
527786	07/08/25	BROCK, MARIA T	2025FAIR	100	55250	COUNTY FAIR	447400	Judges/Referees/Fair Show Mgmt	125.00	2025 FAIR & RODEO JUDGE
527787	07/08/25	COTHREN, MARY ANN	2025FAIR	100	55250	COUNTY FAIR	447400	Judges/Referees/Fair Show Mgmt	100.00	2025 FAIR & RODEO JUDGE
527788	07/08/25	ELLIOTT, CURT D	1124018961205853	100	24100	BUILDING DEVELOPMENT SERVICES	446400	Books & Subscription	42.97	BUILDING SUPPLIES
527789	07/08/25	GIAMMO, TODD & CHERI	DV2024013	200	200	ROAD AND BRIDGE	221630	Escrow Payable	2,500.00	ESCROW RELEASE
527790	07/08/25	GMC CONSTRUCTION COMPANY INC	DV2025013	200	200	ROAD AND BRIDGE	221630	Escrow Payable	2,500.00	ESCROW RELEASE
527791	07/08/25	HIXON MANUFACTURING & SUPPLY COMPANY	INV164800	200	31640	PVMNT MGT CONTRACT MNT OF COND	433400	Operating Supplies	427.16	FLAG AND SUPPLIES
527792	07/08/25	LACHEY, DONNA	2025FAIR	100	55250	COUNTY FAIR	447400	Judges/Referees/Fair Show Mgmt	200.00	2025 FAIR & RODEO JUDGE
527793	07/08/25	LANGSTON, MICHELLE L	2025FAIR	100	55250	COUNTY FAIR	447400	Judges/Referees/Fair Show Mgmt	125.00	2025 FAIR & RODEO JUDGE
527794	07/08/25	LOOK, MAX	2025FAIR	100	55250	COUNTY FAIR	447400	Judges/Referees/Fair Show Mgmt	1,200.00	2025 FAIR & RODEO JUDGE
527795	07/08/25	MARR, MARGARET	2025FAIR	100	55250	COUNTY FAIR	447400	Judges/Referees/Fair Show Mgmt	150.00	2025 FAIR & RODEO JUDGE

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527796	07/08/25	RICHMOND AMERICAN HOMES OF COLORADO	DV2015117	200	200	ROAD AND BRIDGE	221630	Escrow Payable	30,000.00	ESCROW RELEASE
527797	07/08/25	RYAN, HOLLY	052025	100	13200	PUBLIC TRUSTEE-COUNTY	445300	Travel Expense	39.20	MILEAGE REIMBURSEMENT
527798	07/08/25	WILKINS, WILLIE	2025FAIR	100	55250	COUNTY FAIR	447400	Judges/Referees/Fair Show Mgmt	125.00	2025 FAIR & RODEO JUDGE
527799	07/08/25	BABBITT, MONICA (PETTY CASH)	062525	100	14100	ASSESSOR ADMINISTRATION	445500	Catered Meal Service	37.00	PETTY CASH REIMBURSEMENT
527800	07/08/25	URBAN LAW	REC REFUND	100	100	GENERAL FUND	211650	Fee Refunds - Clerk & Recorder	30.00	RECORDING FEES
Grand Total:									<u>8,636,504.71</u>	



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109373	07/01/25	76 GROUP	9824	100	802000	LEGISLATIVE SERVICES	443600	Other Professional Services	10,000.00	LOBBYING SERVICES
109374	07/01/25	ALLIANT INSURANCE SERVICES INC	3116646	630	19450	LIABILITY AND PROPERTY INS.	449300	Liability Insurance	6,584.40	FIDUCIARY LIABILITY EXCESS RENEWAL
			3111439	630	19450	LIABILITY AND PROPERTY INS.	449300	Liability Insurance	29,752.00	FIDUCIARY LIABILITY 2025 RENEWAL
								Total Payment	36,336.40	
109375	07/01/25	BEYOND THE BADGE LLC	042025DCSO	100	802024	PEACE OFFICER MENTAL HEALTH	443600	Other Professional Services	10,000.00	MENTAL HEALTH SERVICES
109376	07/01/25	BLACK HILLS ENERGY	4648262628/062325	100	19100	FACILITIES ADMINISTRATION	450220	Gas	273.07	3026 INDUSTRIAL WAY
109377	07/01/25	BLACK HILLS ENERGY	6675672133/062325	100	19920	FLEET-CAR WASH FACILITY	450220	Gas	197.07	3030 INDUSTRIAL WAY
109378	07/01/25	BLACK HILLS ENERGY	7014265168/062325	100	19100	FACILITIES ADMINISTRATION	450220	Gas	982.32	4400 CASTLETON CT
109379	07/01/25	BLACK HILLS ENERGY	8272853933/062325	100	19100	FACILITIES ADMINISTRATION	450220	Gas	475.72	2965 HWY 85
109380	07/01/25	BLACK HILLS ENERGY	2154604510/062325	100	19100	FACILITIES ADMINISTRATION	450220	Gas	27.45	3030 INDUSTRIAL WAY
109381	07/01/25	BLACK HILLS ENERGY	6548784439/062325	100	19100	FACILITIES ADMINISTRATION	450220	Gas	299.05	3030 INDUSTRIAL WAY
109382	07/01/25	BLACK HILLS ENERGY	7843906157/062325	100	19100	FACILITIES ADMINISTRATION	450220	Gas	864.47	301 WILCOX ST
109383	07/01/25	BLACK HILLS ENERGY	3383073735/062325	100	19150	JUSTICE CENTER FACILITY MGMT	450220	Gas	11,488.73	4000 JUSTICE WAY
109384	07/01/25	BLACK HILLS ENERGY	7210915724/062325	100	19100	FACILITIES ADMINISTRATION	450220	Gas	406.94	301 WILCOX ST
109385	07/01/25	CORE ELECTRIC COOPERATIVE	27214600/061825	100	19100	FACILITIES ADMINISTRATION	450210	Electric	2,599.36	2965 HWY 85
109386	07/01/25	CORE ELECTRIC COOPERATIVE	2724000/061825	100	19100	FACILITIES ADMINISTRATION	450210	Electric	46.90	7870 N I-25 - CASTLE PINES RTD
109387	07/01/25	CORE ELECTRIC COOPERATIVE	27620100/061825	100	19100	FACILITIES ADMINISTRATION	450210	Electric	6,733.91	4400 CASTLETON CT
109388	07/01/25	CORE ELECTRIC COOPERATIVE	81003200/061825	100	19100	FACILITIES ADMINISTRATION	450210	Electric	93.93	THIRD ST & ELBERT - HHS LIGHTS
109389	07/01/25	CORE ELECTRIC COOPERATIVE	81557601/061825	100	19100	FACILITIES ADMINISTRATION	450210	Electric	4,857.90	301 N WILCOX ST
109390	07/01/25	CORE ELECTRIC COOPERATIVE	81593003/061825	100	55200	FAIRGROUND OPERATIONS	450210	Electric	378.19	500 FAIRGROUNDS RD - FG SHOP
109391	07/01/25	CORE ELECTRIC COOPERATIVE	81598201/061825	100	55200	FAIRGROUND OPERATIONS	450210	Electric	108.29	500 FAIRGROUNDS RD - FG EAST GROUNDS
109392	07/01/25	CORE ELECTRIC COOPERATIVE	83538001/061825	100	19100	FACILITIES ADMINISTRATION	450210	Electric	108.49	7865 LOUVIERS BLVD
109393	07/01/25	CORE ELECTRIC COOPERATIVE	86156700/061825	100	19100	FACILITIES ADMINISTRATION	450210	Electric	31.90	100 THIRD ST - PS MILLER GARAGE
109394	07/01/25	CORE ELECTRIC COOPERATIVE	87010703/061825	100	19100	FACILITIES ADMINISTRATION	450210	Electric	1,814.14	PUBLIC WORKS OPERATION
109395	07/01/25	CORE ELECTRIC COOPERATIVE	87132101/061825	100	19100	FACILITIES ADMINISTRATION	450210	Electric	5,558.54	3030 INDUSTRIAL
109396	07/01/25	CORE ELECTRIC COOPERATIVE	87141407/061825	100	19100	FACILITIES ADMINISTRATION	450210	Electric	1,283.97	3020 N INDUSTRIAL WAY
109397	07/01/25	CORE ELECTRIC COOPERATIVE	87172507/061825	100	19100	FACILITIES ADMINISTRATION	450210	Electric	954.47	3026 INDUSTRIAL WAY
109398	07/01/25	CORE ELECTRIC COOPERATIVE	95493122/061825	100	19100	FACILITIES ADMINISTRATION	450210	Electric	3,092.52	5747 E PETERSON RD
109399	07/01/25	CORE ELECTRIC COOPERATIVE	95535968/061825	100	19100	FACILITIES ADMINISTRATION	450210	Electric	1,422.78	9040 TAMMY LN

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109400	07/01/25	CORE ELECTRIC COOPERATIVE	95565859/061825	100	19100	FACILITIES ADMINISTRATION	450210	Electric	878.06	410 S WILCOX ST
109401	07/01/25	CORE ELECTRIC COOPERATIVE	95543683/061825	100	19100	FACILITIES ADMINISTRATION	450210	Electric	104.01	104 FOURTH ST
109402	07/01/25	CORE ELECTRIC COOPERATIVE	95634857/061825	100	19100	FACILITIES ADMINISTRATION	450210	Electric	160.94	2801 US HWY 85
109403	07/01/25	CORE ELECTRIC COOPERATIVE	95694350/061825	100	19100	FACILITIES ADMINISTRATION	450210	Electric	274.87	410 S WILCOX ST
109404	07/01/25	CORE ELECTRIC COOPERATIVE	95629967/061825	100	19100	FACILITIES ADMINISTRATION	450210	Electric	26.45	125 STEPHANIE PL
109405	07/01/25	CORE ELECTRIC COOPERATIVE	26013603/061825	100	19100	FACILITIES ADMINISTRATION	450210	Electric	2,775.92	125 STEPHANIE PL
109406	07/01/25	CORE ELECTRIC COOPERATIVE	26009300/061825	100	55200	FAIRGROUND OPERATIONS	450210	Electric	4,782.78	500 FAIRGROUNDS RD - FG INDOOR ARENA
109407	07/01/25	CORE ELECTRIC COOPERATIVE	25760600/061825	100	19100	FACILITIES ADMINISTRATION	450210	Electric	1,735.95	410 FAIRGROUNDS RD
109408	07/01/25	CORE ELECTRIC COOPERATIVE	23719802/061825	100	19100	FACILITIES ADMINISTRATION	450210	Electric	233.22	11815 SPRING VALLEY RD
109409	07/01/25	CORE ELECTRIC COOPERATIVE	23511300/061825	100	55200	FAIRGROUND OPERATIONS	450210	Electric	9,661.16	500 FAIRGROUNDS RD - FG EVENTS CENTER
109410	07/01/25	CORE ELECTRIC COOPERATIVE	23511300/052025	100	55200	FAIRGROUND OPERATIONS	450210	Electric	9,832.75	500 FAIRGROUNDS RD - FG EVENTS CENTER
109411	07/01/25	CORE ELECTRIC COOPERATIVE	22026100/061825	100	55200	FAIRGROUND OPERATIONS	450210	Electric	459.67	500 FAIRGROUNDS RD - FG PARKING LIGHTS
109412	07/01/25	CORE ELECTRIC COOPERATIVE	21882401/061825	100	19150	JUSTICE CENTER FACILITY MGMT	450210	Electric	35,620.06	400 JUSTICE WAY
109413	07/01/25	CORE ELECTRIC COOPERATIVE	21882301/061825	100	19150	JUSTICE CENTER FACILITY MGMT	450210	Electric	40,601.13	400 JUSTICE WAY
109414	07/01/25	CORE ELECTRIC COOPERATIVE	21845501/061825	100	19100	FACILITIES ADMINISTRATION	450210	Electric	10,859.81	100 THIRD ST - PS MILLER
109415	07/01/25	CORE ELECTRIC COOPERATIVE	21078600/061825	100	19920	FLEET-CAR WASH FACILITY	450210	Electric	617.17	3030 N INDUSTRIAL WAY
109416	07/01/25	CORE ELECTRIC COOPERATIVE	20158900/061825	100	19100	FACILITIES ADMINISTRATION	450210	Electric	313.76	410 FAIRGROUNDS RD
109417	07/01/25	CORE ELECTRIC COOPERATIVE	20159002/061825	100	55200	FAIRGROUND OPERATIONS	450210	Electric	720.38	500 FAIRGROUNDS RD - FG KIRK HALL
109418	07/01/25	SPAULDING, MELINDA	050625-062125	210	44500	CHILD WELFARE	455200	Direct Relief Payments	681.96	DIRECT RELIEF ASSISTANCE
			050625-062125	210	44500	CHILD WELFARE	445300	Travel Expense	112.00	MILEAGE REIMBURSEMENT
			050625-062125	210	44500	CHILD WELFARE	455200	Direct Relief Payments	114.11	DIRECT RELIEF ASSISTANCE
								<b>Total Payment</b>	<b>908.07</b>	
527709	06/24/25	RIVER NETWORK	2746	250	53500	OPEN SPACE	447500	Other Purchased Services	8,257.00	GRANT-PLUM CREEK PHASE 2
527710	06/25/25	WALKER, ERIKA	61825	223	28001	DA 23RD - DISTRICT MO ALLOC	433992	Witness Expense	20.00	WITNESS FEE
527712	06/30/25	CHRISTOPHERSEN, HEIDI	62725	223	223	DISTRICT ATTORNEY - 23RD	211923	Restitution Payable	500.00	RESTITUTION
527713	06/30/25	DOUGLAS COUNTY PARKS & OPEN SPACE	62725	223	223	DISTRICT ATTORNEY - 23RD	211923	Restitution Payable	800.00	RESTITUTION
527714	06/30/25	DOUGLAS COUNTY SCHOOL	62725	223	223	DISTRICT ATTORNEY - 23RD	211923	Restitution Payable	60.00	RESTITUTION
527715	06/30/25	GILL, TROY	62725	223	223	DISTRICT ATTORNEY - 23RD	211923	Restitution Payable	268.40	RESTITUTION
527716	06/30/25	LEIATAUA, VERONICA	052925	223	28501	DA 23RD - STATE MANDATED COSTS	433991	Witness Substance-State Mandat	60.00	WITNESS REIMBURSEMENT

DOUGLAS COUNTY GOVERNMENT  
Payment Register Report

Payment Number	Payment Date	Vendor Name	Invoice Number	Fund	Business Unit	Business Unit Description	Object Acct	Account Description	Amount	Remark
			052925	223	28501	DA 23RD - STATE MANDATED COSTS	445300	Travel Expense-State Mandated	210.27	WITNESS REIMBURSEMENT
								<b>Total Payment</b>	<b>270.27</b>	
527717	06/30/25	REYNOLDS, KEASA H	050525	223	28001	DA 23RD - DISTRICT MO ALLOC	445200	Metro Area Meeting Expense	62.86	MILEAGE REIMBURSEMENT
527718	06/30/25	XCEL ENERGY	5382823110/051925	100	51100	PARK MAINTENANCE	450210	Electric	1,493.68	9653 S QUEBEC ST
527719	06/30/25	XCEL ENERGY	5382823110/061625	100	51100	PARK MAINTENANCE	450210	Electric	1,564.43	9653 S QUEBEC ST
527720	06/30/25	KARY CABINET COMPANY INC	10701	100	19150	JUSTICE CENTER FACILITY MGMT	438400	C.A.-Furniture/Office Systems	2,000.00	CABINETS - JUDGES BREAK ROOM
								<b>Grand Total:</b>	<b>236,299.31</b>	

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www.douglas.co.us

**MEETING DATE:** July 8, 2025

**STAFF PERSON RESPONSIBLE:** Codie Winslow, Chief Deputy Clerk & Recorder

**DESCRIPTION:** Clear Ballot Group, Inc., Purchase of 6 new PFU fi-8950 Ballot Scanning Units in the Amount of \$190,290.00.

**SUMMARY:** Clear Ballot Group, Inc., Purchase of 6 new PFU fi-8950 ballot scanning units in the amount of One Hundred Ninety Thousand Two Hundred Ninety Dollars (\$190,290.00). This purchase will replace current ballot scanning equipment that is reaching end-of-service.

**RECOMMENDED ACTION:** Approve

**REVIEW:**

Codie Winslow	Approve	6/26/2025
Jeff Garcia	Approve	6/30/2025
Andrew Copland	Approve	6/30/2025
Doug DeBord	Approve	7/1/2025
Sheri Davis - FYI	Notified - FYI	7/1/2025

**ATTACHMENTS:**

Scanning Equipment Quote



Clear Ballot Group, Inc  
Tax ID: 27-0798408  
Tel: +1 857-250-4961  
<https://clearballot.com>

**Invoicing Address:**

Douglas County, CO  
125 Stephanie Place  
Castle Rock CO 80109  
United States  
☎ +1 720-643-2404

Douglas County, CO  
125 Stephanie Place  
Castle Rock CO 80109  
United States

## Quotation # S04579

**Order Date:**

06/05/2025 20:01:23

**Salesperson:**

Kyle Rulli

DESCRIPTION	QUANTITY	UNIT PRICE	TAXES	AMOUNT
[14696] PFU fi-8950 - fi-8950 scanner - Scanaid kit - 1 year Scanner Support	6.000 Units	28,790.00		\$ 172,740.00
[14716] PFU front-side Imprinter fi-8950 CG01000-310114 ClearCount scanner imprinter attachment for Fujitsu fi-8950	6.000 Units	2,925.00		\$ 17,550.00
<b>Total</b>				<b>\$ 190,290.00</b>

This quote is for budgetary purposes only.

Signature\_\_\_\_\_ Date\_\_\_\_\_

This quotation is issued pursuant to, is governed by and subject to the terms and conditions of the Clear Ballot Group Master Services Agreement executed by and between the parties (the "Terms"). Capitalized terms used but not defined herein shall have the meaning set forth in the Terms.

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www.douglas.co.us

**MEETING DATE:** July 8, 2025

**STAFF PERSON RESPONSIBLE:** Philip Domenico, Division Chief

**DESCRIPTION:** 2025-2026 Colorado Department of Human Services, Jail Based Behavioral Health Services Program: Subrecipient All Health Network Public Contract for Services in the Amount of \$347,188.00.

**SUMMARY:** The Douglas County Sheriff's Office has received a JBBHS program Contract from the Colorado Department of Human Services (CDHS), Behavioral Health Administration for JBBHS inmate re-entry services for the period of July 1, 2025 through June 30, 2026.

Since 2013, the Douglas County Sheriff's Office Detentions Division has been receiving JBBHS Program funding through CDHS. A portion of the JBBHS program budget is allocated to provide mental health counseling, substance abuse counseling, competency enhancement, and re-entry services to qualifying inmates released from the Douglas County Detention Facility. The entire JBBHS program funding in the amount of \$575,000 was approved by the Board of County Commissioners on May 15, 2025. AllHealth will, therefore, be a Subrecipient of the Department of Human Services JBBHS Program funding for a total amount of \$347,188.

**RECOMMENDED ACTION:** Request that the Board approve and sign the Public Contract for Services through DocuSign

**REVIEW:**

Darren Weekly	Approve	6/30/2025
Jeff Garcia	Approve	6/30/2025
Andrew Copland	Approve	6/30/2025
Doug DeBord	Approve	7/1/2025

**ATTACHMENTS:**

AllHealth 2025-2026\_06242025

**PUBLIC CONTRACT FOR SERVICES BETWEEN THE BOARD OF COUNTY  
COMMISSIONERS OF DOUGLAS COUNTY ON BEHALF OF THE DOUGLAS  
COUNTY SHERIFF’S OFFICE AND ALLHEALTH NETWORK**

**THIS AGREEMENT** (“Agreement”) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by and between the **BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY, STATE OF COLORADO**, on behalf of the **DOUGLAS COUNTY SHERIFF’S OFFICE** (the “County”), and **ALLHEALTH NETWORK** (the “Contractor”).

**RECITALS**

**WHEREAS**, the County is undertaking certain activities related to the Jail Based Behavioral Health Services (JBBHS) program funding received by Douglas County from the Colorado Department of Human Services; and

**WHEREAS**, the County desires to engage the Contractor as a sub-recipient of this program funding to render certain professional services and assistance in connection with such undertakings of the County; and

**WHEREAS**, the Contractor has the ability to assist the County through its professional expertise, knowledge, and experience and is ready, willing, and able to provide such services, subject to the conditions hereinafter set forth.

**NOW, THEREFORE**, for and in consideration of the premises and other good and valuable consideration, the parties agree as follows:

1. **LINE OF AUTHORITY:** Division Chief Philip Domenico is designated as Authorized Representative of the County for the purpose of administering, coordinating, and approving the work performed by the Contractor under this Agreement.

2. **SCOPE OF SERVICES:** All services described in Exhibit A and Attachment #1, attached hereto, and incorporated herein, shall be performed by Contractor.

The County may, from time to time, request changes to the scope of services to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor’s compensation, which are mutually agreed upon between the County and Contractor, shall be in writing and shall become part of this Contract upon execution.

The Contractor agrees to diligently and professionally perform all the services described herein in a manner satisfactory to the Authorized Representative. It is also understood and agreed that the Contractor shall not, in performing services hereunder, undertake any action or activity prohibited by the terms of any lease, permit, license or other agreement in effect during the term hereof between the Contractor and the County for the use and occupancy by the Contractor of any County facilities or space.

3. **COMPENSATION:** Subject to the maximum contract expenditure and all other provisions of this Agreement, the County agrees to pay to the Contractor, and the Contractor agrees to accept payment as described in Exhibit B, attached hereto, and incorporated herein, during the term hereof, in accordance with the terms set forth herein.

4. **MAXIMUM CONTRACT EXPENDITURE:** Any other provisions of this Contract notwithstanding and pursuant to Section 29-1-110, C.R.S., the amount of funds appropriated for this Contract is THREE HUNDRED FORTY-SEVEN THOUSAND ONE HUNDRED EIGHTY-EIGHT DOLLARS and ZERO CENTS (\$347,188.00) as outlined in Exhibit B-1 attached hereto. In no event shall the County be liable for payment under this Contract for any amount in excess thereof. The County is not under obligation to make any future apportionment or allocation to this Contract, nor is anything set forth herein a limitation of liability for Contractor. Any potential expenditure for this Contract outside the current fiscal year is subject to future annual appropriation of funds for any such proposed expenditure.

5. **TERM:** It is mutually agreed by the parties that the term of this Contract shall commence as of 12:01 a.m. on July 1, 2025, and terminate at 12:00 a.m. on June 30, 2026. This Contract and/or any extension of its original term shall be contingent upon annual funding being appropriated, budgeted, and otherwise made available for such purposes and subject to the County's satisfaction with all products and services received during the preceding term.

6. **INVOICING PROCEDURES:** Payments shall be made to the Contractor based upon invoices submitted by the Contractor, provided such invoices have been approved by the Authorized Representative. Payments will be made to the Contractor within thirty (30) days, or within a mutually agreed upon period after County has received complete invoices from the Contractor. The County reserves the right to require such additional documentation, including monthly activity reports detailing the Contractor's activities and services rendered, as the County deems appropriate to support the payments to the Contractor. The signature of an officer of the Contractor shall appear on all invoices certifying that the invoice has been examined and found to be correct.

7. **CONFLICT OF INTEREST:** The 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 the 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's own interests, or the interest of any party with whom the Contractor has a contractual arrangement, in conflict with those of County.

8. **INDEMNIFICATION:** The County cannot and by this Contract does not agree to indemnify, hold harmless, exonerate, or assume the defense of the Contractor or any other person or entity whatsoever, for any purpose whatsoever. The Contractor shall defend, indemnify and hold harmless the County, its commissioners, officials, officers, directors, agents and employees from any and all claims, demands, suits, actions or proceedings of any kind or nature whatsoever, including Workers' Compensation claims, in any way resulting from or arising from the services rendered under this Contract; provided, however, that the Contractor need not indemnify or save



harmless the County, its officers, agents and employees from damages resulting from the sole negligence of the County's commissioners, officials, officers, directors, agents and employees.

9. **INDEPENDENT CONTRACTOR:** The Contractor is an independent contractor and is free to perform services for other clients. Notwithstanding any provision of this Contract, all personnel assigned by the Contractor to perform work under this Contract shall be and remain at all times, employees of the Contractor for all purposes. **THE INDEPENDENT CONTRACTOR IS NOT ENTITLED TO WORKERS' COMPENSATION OR UNEMPLOYMENT BENEFITS THROUGH THE COUNTY AND IS OBLIGATED TO PAY FEDERAL AND STATE INCOME TAX ON ANY MONIES EARNED PURSUANT TO THE CONTRACT RELATIONSHIP.**

10. **NO WAIVER OF GOVERNMENTAL IMMUNITY ACT:** The parties hereto understand and agree that the County, its commissioners, officials, officers, directors, agents, and employees, are relying on, and do not waive or intend to waive by any provisions of this Contract, the monetary limitations or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, §§ 24-10-101 to 120, C.R.S., or otherwise available to the County.

11. **ASSIGNMENT:** The Contractor covenants and agrees that it will not assign or transfer its rights hereunder, or subcontract any work hereunder, either in whole or in part without the prior written approval of the Authorized Representative. Any attempt by the Contractor to assign or transfer its rights hereunder shall, at the option of the Authorized Representative, void the assignment or automatically terminate this Contract and all rights of the Contractor hereunder.

12. **COUNTY REVIEW OF RECORDS:** The Contractor agrees that, upon request of the Authorized Representative, at any time during the term of this Contract, or three (3) years thereafter, it will make full disclosure to the County and make available for inspection and audit upon request by the Authorized Representative, the County Director of Finance, or any of their authorized representatives, all of its records associated with work performed under this Contract for the purpose of making an audit, examination or excerpts. The Contractor shall maintain such records until the expiration of three (3) years following the end of the term of this Contract.

13. **OWNERSHIP OF DOCUMENTS:** Drawings, specifications, guidelines, and any other documents prepared by the Contractor in connection with this Contract shall be the property of the County.

14. **ASSIGNMENT OF COPYRIGHTS:** The Contractor assigns to the County the copyrights to all works prepared, developed, or created pursuant to this Contract, including the right to: 1) reproduce the work; 2) prepare derivative works; 3) distribute copies to the public by sale, rental, lease, or lending; 4) perform the works publicly; and 5) to display the work publicly. The Contractor waives its rights to claim authorship of the works, to prevent its name from being used wrongly in connection with the works, and to prevent distortion of the works.

15. **TERMINATION:** The County shall have the right to terminate this Contract, with or without cause, by giving written notice to the Contractor of such termination and specifying the effective date thereof, which notice shall be given at least ten (10) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, and reports prepared by the Contractor pursuant to this Contract shall become the County's property. The

Contractor shall be entitled to receive compensation in accordance with this Contract for any satisfactory work completed pursuant to the terms of this Contract prior to the date of notice of termination. Notwithstanding the above, the Contractor shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Contract by the Contractor.

16. **NOTICES:** Notices concerning termination of this Contract, notices of alleged or actual violations of the terms or provisions of this Contract, and all other notices shall be made as follows:

by the Contractor to: Douglas County Sheriff's Office  
ATTN: Division Chief Philip Domenico  
Detentions Division  
4000 Justice Way  
Castle Rock, CO 80109  
Telephone: (303) 814-7109  
E-mail: [pdomenico@dcsheriff.net](mailto:pdomenico@dcsheriff.net)

with a copy to: Douglas County Attorney's Office  
100 Third Street  
Castle Rock, CO 80104  
Telephone: (303) 660-7414  
Facsimile: (303) 688-6596

and by the County to: Dr. William Henricks, Executive Director/CEO  
AllHealth Network  
155 Inverness Drive West, Suite 200  
Englewood, CO 80112  
Telephone: 303-847-2382  
E-mail: [bhenricks@allhealthnetwork.org](mailto:bhenricks@allhealthnetwork.org)

Said notices shall be delivered personally during normal business hours to the appropriate office above, or by prepaid first-class U.S. mail, via facsimile, or other method authorized in writing by the Authorized Representative. Mailed notices shall be deemed effective upon receipt or three (3) days after the date of mailing, whichever is earlier. The parties may from time-to-time designate substitute addresses or persons where and to whom such notices are to be mailed or delivered, but such substitutions shall not be effective until actual receipt of written notification.

17. **NONDISCRIMINATION:** In connection with the performance of work under this Contract, the Contractor agrees not to refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, marital status, or physical or mental disability.

18. **GOVERNING LAW; VENUE:** This Contract shall be deemed to have been made in and construed in accordance with the laws of the State of Colorado. Venue for any action hereunder shall be in the District Court, County of Douglas, State of Colorado. The Contractor

expressly waives the right to bring any action in or to remove any action to any other jurisdiction, whether state or federal.

19. **COMPLIANCE WITH ALL LAWS AND REGULATIONS:** All of the work performed under this Contract by the Contractor shall comply with all applicable laws, rules, regulations and codes of the United States and the State of Colorado. The Contractor shall also comply with all applicable ordinances, regulations, and resolutions of the County and shall commit no trespass on any public or private property in the performance of any of the work embraced by this Contract.

20. **SEVERABILITY:** In the event any of the provisions of this Contract are held to be unenforceable or invalid by any court of competent jurisdiction, the validity of the remaining provisions shall not be affected. Should either party fail to enforce a specific term of this Contract it shall not be a waiver of a subsequent right of enforcement, nor shall it be deemed a modification or alteration of the terms and conditions contained herein.

21. **NO THIRD-PARTY BENEFICIARIES:** The enforcement of the terms and conditions of this Contract and all rights of action relating to such enforcement, shall be strictly reserved to the County and the Contractor, and nothing contained in this Contract shall give or allow any such claim or right of action by any other or third person under such Contract.

22. **ADVERTISING AND PUBLIC DISCLOSURE:** The Contractor shall not include any reference to this Contract or services performed pursuant to this Contract in any of Contractor's advertising or public relations materials without first obtaining the written approval of the Douglas County Public Affairs Director. Nothing herein, however, shall preclude the transmittal of any information to officials of the County, including without limitation, the County Manager, Assistant County Manager, and the Board of County Commissioners.

23. **PRIORITY OF PROVISIONS:** In the event that any terms of this Contract and any Exhibit, Attachment, or other referenced document are inconsistent, the following order of priority shall control:

- |                 |   |
|-----------------|---|
| 1 <sup>st</sup> | This Contract, Sections 1 through 28              |
| 2 <sup>nd</sup> | Request for Proposal (if applicable)              |
| 3 <sup>rd</sup> | Exhibit C- Insurance Requirements                 |
| 4 <sup>th</sup> | Exhibit A- Scope of Services                      |
| 5 <sup>th</sup> | Exhibit B- Method of Payment                      |
| 6 <sup>th</sup> | Response to Request for Proposal (if applicable). |

24. **HEADINGS; RECITALS:** The headings contained in this Contract are for reference purposes only and shall not in any way affect the meaning or interpretation of this Contract. The Recitals to this Contract are incorporated herein.

25. **ENTIRE AGREEMENT:** The parties acknowledge and agree that the provisions contained herein constitute the entire agreement and that all representations made by any commissioner, official, officer, director, agent, or employee of the respective parties unless included herein are null and void and of no effect. No alterations, amendments, changes, or modifications to

this Contract, except those which are expressly reserved herein to the Authorized Representative, shall be valid unless they are contained in writing and executed by all the parties with the same formality as this Contract.

26. **INSURANCE:** The Contractor shall be required to maintain the insurance requirements provided in Exhibit C, attached hereto, and incorporated herein by reference. The Contractor shall provide evidence that such requirements have been met and shall provide updated information to the County in the event any changes are made to the Contractor's insurance coverage during the term of this Contract.

27. **COUNTY EXECUTION OF AGREEMENT:** This Contract is expressly subject to and shall not be or become effective or binding on the County, until execution by all signatories of the County.

28. **FORCE MAJEURE:** No party shall be liable for failure to perform hereunder if such failure is the result of *force majeure*. Any time limit shall be extended for the period of any delay resulting from any *force majeure*, or this Contract may be terminated if such delay makes performance of the Contract impossible or impracticable. *Force majeure* shall mean causes beyond the reasonable control of a party such as, but not limited to, weather conditions, acts of God, strikes, work stoppages, unavailability of or delay in receiving labor or materials, faults by subcontractors, utility companies or third parties, fire or other casualty or action of government authorities.

REMAINDER OF PAGE LEFT INTENTIONALLY BLANK

**IN WITNESS WHEREOF**, the County and the Contractor have executed this Agreement as of the above date.

**ALLHEALTH NETWORK**

BY: \_\_\_\_\_

ATTEST: (if a corporation)

Printed Name: \_\_\_\_\_

\_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

DATE: \_\_\_\_\_

Signature of Notary Public Required:

STATE OF \_\_\_\_\_ )  
 )ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by

\_\_\_\_\_ (Name of individual signing document).

Witness my hand and official seal

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

**BOARD OF COUNTY COMMISSIONERS  
DOUGLAS COUNTY  
BY:**

\_\_\_\_\_  
Abe Laydon  
Chair

DATE: \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
Clerk to the Board

DATE: \_\_\_\_\_

**APPROVED AS TO FISCAL CONTENT:**

\_\_\_\_\_  
Andrew Copland  
Director of Finance

DATE: \_\_\_\_\_

**DOUGLAS COUNTY SHERIFF'S OFFICE  
BY:**

\_\_\_\_\_  
Darren Weekly  
Sheriff

DATE: \_\_\_\_\_

**APPROVED AS TO CONTENT:**

\_\_\_\_\_  
Douglas J. DeBord  
County Manager

DATE: \_\_\_\_\_

**APPROVED AS TO LEGAL FORM:**

\_\_\_\_\_  
Kelly Dunnaway  
Deputy County Attorney

DATE: \_\_\_\_\_

## **Exhibit A**

### **SCOPE OF SERVICES**

AllHealth Network and the Douglas County Sheriff's Office's designated inmate medical provider will provide in-reach services and will coordinate to assure the inmates have seamless services available upon release, and these services will be provided by AllHealth Network or similar services if the inmate resides outside the AllHealth Network service area.

All detainees entering the Douglas County Sheriff's Office Detention Facility (DCSODF) will go through a thorough medical and classification screening process. The process includes interviewing and examination which includes self-disclosure of a prisoner's belief that he or she has a substance abuse disorder (including substance, frequency, and consequences); mental health problems (including reasons for such belief); and instances of traumatic events and experiences such as head injury and other indications of potential for traumatic brain injury (TBI).

A Steering Committee comprised of the Program Director, The Program Manager, the DCSODF Division Chief or designee, AllHealth Network directors or designees, and the evaluator will provide program oversight. The Committee meets as needed, but not less than annually, to receive reports and to act as necessary to improve the program and remove obstacles.

DCSODF Classifications and medical staff interview all inmates upon entry into the DCSODF. Based on the results of this initial screening, inmate cases will be forwarded to the Program Manager, employed by DCSO. The Program Manager, working in conjunction with mental health and classifications staff, will review the screenings, conduct any necessary follow-up, take part in referrals of inmate cases to the treatment teams, and have general oversight of the program on a day-to-day basis. Members associated with the program will be required to attend weekly Inmate Classifications Committee (ICC) meetings to review each inmate's behavior and appropriateness of the classification and housing assignment or any other needs of the inmate.

AllHealth Network will employ 4.08 FTE therapists/case managers who will work in collaboration with current mental health clinicians provided by our designated inmate medical provider to provide a comprehensive program using the following treatment interventions:

- **Brief Psychiatric Rating Scale (BPRS):**

A widely-used rating scale which a clinician or researcher may use to measure psychiatric symptoms such as depression, anxiety, hallucinations and unusual behavior. Each symptom is rated 1-7 and, depending on the version, between a total of 18-24 symptoms including somatic concern, anxiety, depression, suicidality, guilt, hostility, elated mood, grandiosity, suspiciousness, hallucinations, unusual thought content, bizarre behavior, self-neglect, disorientation, conceptual disorganization, blunted affect, emotional withdrawal, motor retardation, tension, uncooperativeness, excitement, distractibility, motor hyperactivity, mannerisms, and posturing are scored.

- **Stages of Change Readiness and Treatment Eagerness Scale (SOCRATES):**

An experimental instrument designed to assess readiness for change in alcohol abusers. The instrument yields three scale scores: recognition, ambivalence, and taking steps. SOCRATES consists of two 19-item tools, one about drinking and the other about using drugs.

- **Treatment Modalities to be used in the Detention Center:**

The specific mix of treatment interventions will depend upon the needs presented by the program participants. Clinicians use a person-centered, solution focused approach in all interactions and use Strategies for Self-Improvement and Change, Moral Recognition Therapy (MRT); Cognitive Behavioral Therapy (CBT) and Dialectical Behavioral Therapy Skills (DBT Skills) as the theoretical basis of all services. Additional treatment modalities such as, but not limited to, Helping Men Recover and Seeking Safety will continually be considered and may be incorporated at any time throughout the program.

Inmates who are referred to the program by the Program Manager will be further assessed and interviewed by the program's Therapist using screening tools described below. Acceptance into the program will be determined by this clinical interview and screening.

The Program Manager will work closely with the Case Manager and Therapists to establish a list of inmates who will attend groups or individual case management/therapy appointments using documentation in a shared file that is accessible to program staff. Case Managers and Therapists would be given instruction on connecting with staff.

AllHealth Network Clinicians will coordinate with the Program Manager for scheduling workdays/hours to facilitate scheduling inmates for full participation in therapy and case management.

The Program Manager will be responsible for ensuring that inmates are available to attend all treatment and case management sessions and ensuring that appropriate space is available for these sessions. DCSODF staff will be appointed to ensure no disruption of program services. The Program Manager will collaborate with the Case Manager and Therapists when inmates are released by helping to establish residency after release and facilitating in-jail interviews with community-based providers who will assume responsibility for treatment. This in-reach service is essential to ensure the best possible transition of the inmate into the community.

The treatment team, in conjunction with the Reintegration Program will provide evaluation of the program to the Steering Committee for purposes of managing and improving the program on an ongoing basis.

DCSODF will provide security.

Gender, race, religion, ethnicity, language, and ability can play critical roles in providing effective services. The AllHealth Network staff receives regular training to increase each staff member's ability to look for and respond to the impact of individual difference among clients related to gender, race, religion, ethnicity, language, and ability. AllHealth Network employs staff members, at a



clinical level, which are fluent in languages other than English (primarily Spanish) but also provides access to an interpreting service that with a telephone call can provide interpreters fluent at a clinical level in more than 100 languages.

Client-unique cultural factors are addressed and documented within the initial intake assessment. These cultural factors are evaluated with the client by the assigned clinician and subsequently incorporated into the client's service plan, as appropriate.

AllHealth Network will comply with the Americans with Disability Act. AllHealth Network will coordinate with the Mental Health Center of Denver to assist clients who are deaf or hearing impaired. Forms and other written materials are to be read aloud for the visually impaired.

Upon transition into the community and into the care of the appropriate mental health center, the center's standard recording procedures will be used. As required, flat files are transmitted to the state monthly. Should the state need special reports for follow-up on this program, the AllHealth Network system will allow for easy compliance. DACODS will be provided a hard copy.

The overall intent is to cooperate fully with the state in gathering the information it hopes to compile and to provide it in a manner that facilitates that process. The program manager will assure reports containing the required data are gathered from each inmate upon classifications screenings and their subsequent treatment with AllHealth Network.

DCSO's Reintegration Program and AllHealth Network JBBS Clinicians follow clients in making appropriate transition into the community. Inmates have access to the Department of Human Services and updated community resource lists which contain services provided by public and private agencies within the community. Inmates with an Axis 1 diagnosis and/or need chronic medical conditions that require medications are given a 30-day supply upon release and JBBS Recovery Support Funds are available to assist the inmate with paying for the required medication. In addition, assistance is given for follow-up care with AllHealth Network which provides benefit acquisition (SSI, SSDI, food stamps, etc.), vocational training upon release and assistance with finding temporary housing/shelter.

A target enrollment population of at least 50-60 (20% of ADP) will be enrolled over the course of the grant year. Accounting for length of sentence and other factors, a target population of approximately 24-30 (50% of enrollment population) will be actively involved at any point in time. After transition to community-based services, clients will be further screened using psychiatric medication evaluation and AllHealth Network standard clinical assessments for substance abuse and mental illness. The general clinical standard is to not repeat screening for at least six months.

Upon transition into community-based services, clients will continue with treatment models being used in the jail. The mental health center's standard intake and assessment processes will result in a new treatment plan based on the change in client status and the change in clinical setting.

AllHealth Network will also offer the following services to participants in the program:

Psychiatric services, including medication evaluations and medication management Medications, including medication assisted therapy, to include anti-craving medications Anabuse monitoring,

breathalyzer and toxicology testing.

AllHealth Network will make referrals (as appropriate) to community-based support groups, e.g. Alcoholics Anonymous, Marijuana Anonymous, Cocaine Anonymous, Narcotics Anonymous, Alanon or Alateen.

AllHealth Network Case Managers will establish and maintain a therapeutic relationship with the client on a continuing basis. They will provide aid that will help clients to adapt and live successfully within the community with a focus on community safety, acquiring basic needs, and continuing with mental health, substance abuse treatment, medication compliance, and benefit acquisition.

Referrals will be made to the Metro Community Provider Network and/or to the Veterans Administration for health and dental services, linkage to AllHealth Network works for job training and placement, linkage to GED providers, community colleges and vocational programs and linkage to housing providers placement services.

### **Monitoring and Data Collection**

- ❑ Basic demographic information about the persons receiving services with these funds
- ❑ Numbers of clients served
- ❑ The types and quantities of services delivered
- ❑ Number and percentage who successfully transition to community-based services upon release
- ❑ Program termination outcomes
- ❑ Prevalence data gathered from administering mental health, substance use disorder, trauma and traumatic brain injury screens

Office of Behavioral Health (OBH) requires all programs to submit the above data on a web-based database. The data must be submitted and maintained on a quarterly basis. Detailed information regarding this requirement shall be provided upon contract implementation.

- ❑ Licensed SUD treatment providers will submit DACODS and when appropriate, CCAR data to the Office of Behavioral Health.

The Douglas County Sheriff's Office Detention Facility's Reintegration Program, in conjunction with the Sheriff's Office Information Technology, will generate reports containing the above required data that is gathered from an inmate upon classification and his/her subsequent treatment with the treatment team. The Project Manager will be responsible for ensuring the data is reported and for coordinating data collection.

Information gathered in the DCSODF by DCSO personnel and by AllHealth Network staff will be entered into the appropriate DCSO electronic record system. The information will be provided to OBH in the manner prescribed for this program. Information needed to facilitate transition into community care will be incorporated into electronic medical records systems maintained by AllHealth Network.

DCSODF will generate reports containing the required data gathered from each inmate upon classification screenings and their subsequent treatment. A licensed substance abuse treatment provider will submit Drug/Alcohol Coordinated Data System (DACODS) for services provided in the DCSODF.

Evaluation will continue at the community level for inmates residing within the network and will be provided by AllHealth Network. AllHealth Network staff will maintain close coordination of administration of the program and of ensuring all required reporting is completed properly and in a timely manner. This includes routine reporting and reporting that may be directly related to the program.

**Exhibit B**  
**METHOD OF PAYMENT**

A monthly invoice is due from the Contractor within fifteen (15) days following the end of each month and will be accompanied by appropriate supporting documentation including, but not limited to, timesheets, telephone bills, invoices, itemized receipts, or any other documents substantiating expenditures claimed. The Contractor's monthly invoice will then be included in the County's request for payment from the Colorado Department of Human Services for expenditures pertaining to the JBBHS Program as stated in Exhibit B-1 and Attachment #1, Section B.I.-B.V. attached hereto and incorporated herein. Upon the County's receipt of such payment, the Contractor's invoice will then be paid within thirty (30) days subject to the maximum contract liability as stated in Section 4 of this Agreement.

**Exhibit B-1**  
**Douglas County Sheriff's Office**  
**Jail Based Behavioral Health Services (JBBHS) FY 2025-2026**

Position Title/Category	Staff	Description of Work	Wages	Benefit	Sign on Bonus	Estimated Annual Bonus	FTE	Total Funding Requested
Team Lead/Licensed Clinician	Jennifer Cordova	Masters level clinician provides services, screenings, assessments, intakes, and holds group and individual therapy sessions. FTE.	\$ 87,198	\$ 21,800			100%	108,998
Clinical Director	Meli Reumann	Provides clinical supervision for Team Lead and administrative support . 6%.	\$ 130,560	\$ 32,640			6%	9,792
Presentence Navigator	Damien Sutherland	Bachelors level case manager provides release planning and coordination of services for clients who frequently experience detention. FTE.	\$ 54,631	\$ 13,658			100%	68,289
JMAT Case Manager	Gai Green	Masters level case manager provides case management services, release planning, coordination of services and holds skills groups and psychoeducational groups. FTE.	\$ 65,688	\$ 16,422			100%	82,110
SUD Clinician	Bre Doran	Masters level clinician provides services, screenings, assessments, intakes, and holds group and individual therapy sessions. FTE.	\$ 62,400	\$ 15,600			100%	78,000
							Total	347,188

## Exhibit C INSURANCE REQUIREMENTS

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, or employees.

### MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury, and personal & advertising injury (including coverage for contractual and employee acts) with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit. \$2,000,000.
2. **Automobile Liability:** Insurance Services Office Form covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers’ Compensation** insurance as required by the State of Colorado, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease
4. **Professional Liability** (Errors and Omissions) Insurance appropriate to the Contractor’s profession, with limit no less than **\$1,000,000** per occurrence or claim, \$2,000,000 aggregate.

The insurance obligations under this agreement shall be the minimum insurance coverage requirements and/or limits shown in this agreement; whichever is greater. Any insurance proceeds in excess of or broader than the minimum required coverage and/or minimum required limits, which are applicable to a given loss, shall be available to the COUNTY. No representation is made that the minimum Insurance requirements of this agreement are sufficient to cover the obligations of the Contractor under this agreement.

### OTHER INSURANCE PROVISIONS:

The insurance policies are to contain, or be endorsed to contain, the following provisions:

**Additional Insured Status.** Douglas County, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor’s insurance (at least as broad as ISO Form CG 20 10 11 85 or **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 forms if later revisions used).

**Primary Coverage.** For any claims related to this contract, the **Contractor’s insurance coverage shall be primary insurance.** Any insurance or self-insurance maintained by Douglas County, its

officers, officials, employees, or volunteers shall be excess and non-contributory to the Contractor's insurance.

**Notice of Cancellation.** Where possible, insurance policy required above shall state that **coverage shall not be canceled, except with notice to Douglas County.**

**Waiver of Subrogation.** Contractor hereby grants to Douglas County a waiver of any right to subrogation which any insurer of said Contractor may acquire against Douglas County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not Douglas County has received a waiver of subrogation endorsement from the insurer.

**Self-Insured Retentions, Deductibles and Coinsurance.** The Contractor agrees to be fully and solely responsible for any costs or expenses as a result of a coverage deductible, coinsurance penalty, or self-insured retention. Douglas County may require the Contractor to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Douglas County. The Contractor will indemnify Douglas County, in full, for any amounts related to the above.

**Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to Douglas County.

**Claims Made Policies.** If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided *for at least three (3) years after completion of the contract of work.*
3. If coverage is canceled or non-renewed, and not *replaced with another claims-made policy form with a Retroactive Date* prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of *three (3) years* after completion of contract work.

**Verification of Coverage.** Contractor shall furnish Douglas County with original certificates and amendatory endorsements, or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by Douglas County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. Douglas County reserves the right, but not the obligation, to review and revise any insurance requirement, not limited to limits, coverage, and endorsements. Additionally, Douglas County reserves the right, but not the obligation, to review and reject any insurance policies failing to meet the criteria stated herein. Failure on the part of the Contractor to provide insurance policies within ten (10) working days of receipt of the written request will constitute a material breach of contract upon which Douglas County may immediately terminate this contract.

The completed certificates of insurance with additional insured endorsements and waivers of subrogation and any notices, within 20 days of cancellation, termination, or material change will be sent via mail or e-mail to:

Douglas County Government  
ATTN: Risk Management  
100 Third Street  
Castle Rock, Colorado 80104  
[risk@douglas.co.us](mailto:risk@douglas.co.us)

**Subcontractors.** Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure Douglas County is an additional insured on insurance required from subcontractors.

**Failure to Procure or Maintain Insurance.** The Contractor will not be relieved of any liability, claims, demands, or other obligations assumed by its failure to procure or maintain insurance, or its failure to procure or maintain insurance in sufficient amounts, durations, or types. Failure on the part of the Contractor to procure or maintain policies providing the required coverage, conditions and minimum limits will constitute a material breach of contract upon which Douglas County may immediately terminate this contract.

**Governmental Immunity.** The parties hereto understand and agree that Douglas County is relying on, and does not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101 *et seq.* as from time to time amended, or otherwise available to Douglas County, its officers, or its employees.

**Special Risks or Circumstances.** Douglas County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Approved by: \_\_\_\_\_  
Megan Datwyler  
Risk Manager



## **Attachment #1**

### **STATEMENT OF WORK**

#### **A. Ability**

##### **I. Sheriff's Department Requirements**

###### **1. Propose an organizational structure designed to facilitate and promote effective administration of the program:**

A Steering Committee comprised of the Project Director, the Douglas County Sheriff's Office Detention Facility (DCSODF) Division Chief or designee, mental health center directors or designees and the program manager will provide program oversight. The Committee meets as needed, but not less than quarterly to receive reports and to act as necessary to improve the program and remove obstacles.

The Douglas County Sheriff's Office (DCSO) has assigned a staff member as the program manager. This position also coordinates the facility's newly developed Reintegration program which includes the JBBS program, the Re-entry program, Arapahoe/Douglas Works! Employment Workforce Center, and partnerships with the Department of Human Services, Probation, Courts, Public Defender's Office, Community Justice Services, DC Cares and Douglas County Housing Authority.

The Douglas County Sheriff's Office (DCSO) will facilitate the program. Classifications and medical staff interview all inmates upon entry into the facility. Based on the results of this initial screening, inmate cases will be forwarded to the program manager, employed by DCSO. The program manager will review the screenings, conduct any necessary follow-up, take part in referrals of inmate cases to the treatment teams and will oversee the operations of the treatment contractor. All members associated with the program will be required to attend weekly Inmate Classifications Committee (ICC) meetings to review the inmate's behavior when appropriate and any other needs of the inmate.

ALLHEALTH NETWORK employs 4.08 FTE therapists/case managers who work in collaboration with the facility's current mental health clinicians (2.0 FTE) that are employed by the Medical/Mental health contract provider to deliver a comprehensive treatment program.

Inmates who are referred to the program by the Program Manager will be further screened and interviewed by the program's therapist using screening tools described below in section IV.4. Acceptance into the program will be determined by this clinical interview and screening.

The Program Manager will work closely with the therapists/case managers to establish a list of inmates who will attend groups or individual case management/therapy appointment, using documentation in a shared file that is accessible to program staff.

ALLHEALTH NETWORK therapists/case managers will coordinate with the program manager for scheduling workdays/hours to facilitate scheduling inmates for full participation in therapy and case management.

The Program Manager will be responsible for ensuring that inmates are available to attend all treatment and case management sessions and ensuring that appropriate space is available for these sessions and to ensure no disruption of program services. The Program Manager will collaborate with the therapist/case managers when inmates are released by helping to establish residency after release and facilitating in-jail interviews with community-based providers who will assume responsibility for treatment. This in-reach service will be essential to ensure that there is the best possible transition of the inmate into community services.

The treatment team, in conjunction with the Reintegration team, will provide evaluation of the program to the Steering Committee for purposes of managing and improving the program during implementation and on an ongoing basis.

Douglas County Sheriff's Office Detention Facility will provide security.

**2. Demonstrate financial resources and fiscal management skills to perform the work proposed:**

Douglas County is the seventh most populous of the 64 counties in the State of Colorado. The County is located midway between Colorado's two largest cities: Denver and Colorado Springs.

With a financial management philosophy that emphasizes ownership and accountability, Budget and Logistics provides guidance and assistance to each cost center manager in monitoring and evaluating their revenue and expenditure budgets throughout the year. Financial management responsibilities include the direction and coordination of the Sheriff's Office annual budget process, accounts payable processing, purchasing, accounting, revenue and expenditure forecasting, and contract administration. The financial structure within the Sheriff's Office coincides with the organizational structure and enables functional budgeting of both revenues and expenditures.

The Sheriff's Office utilizes the County's financial system and separately tracks grant related revenue and expenditures in separate cost centers.

**3. Demonstrate capacity or efforts to screen all individuals booked into the jail facility for mental health, suicidality and substance use histories and needs:**

All persons entering the DCSODF immediately receive an initial medical screening which includes screening for suicidality. A preliminary classification screening is conducted at the time of booking to determine immediate risk which is then followed up with an extensive classification interview that enables self-disclosure of a prisoner's belief that he or she has a substance abuse disorder (including substance, frequency and consequences); mental health problems (including reasons for belief); instances of traumatic events and experiences such as head injury and other indications of potential

for traumatic brain injury (TBI).

4. **Demonstrate capacity and resources to pay for psychotropic medications by the individuals in the facility. These funds are not intended to offset for the jail's psychotropic medication costs:**

DCSODF's current Medical/Mental Health contract provider provides 24/7 medical care, (2) full-time mental health clinicians (Sunday-Saturday) and a psychiatric care provider to ensure that individuals receive the appropriate medical/mental healthcare and medications.

5. **Demonstrate the ability to offer medication assisted treatment (MAT) if indicated to the individuals in the jail facility:**

Jail Medication Assisted Treatment Induction/Continuation (JMAT) Program to address the opioid crisis by increasing access to medication-assisted treatment using the 2/3 FDA approved medications used to treat opiate use disorders, which includes buprenorphine and naltrexone during incarceration or upon day-of release. The program intends to reduce unmet treatment needs, opioid overdose related deaths through the provision of prevention, and treatment and recovery activities for opioid use disorder (OUD) for individuals in jails.

6. **Exhibit the ability to meet the needs of individuals who are physically challenged, deaf or hearing impaired, or blind.**

#### **Sheriff's Office Detention Facility:**

DCDODF is cognizant of the needs of inmates who are physically and sensory challenged. A facility administrator has been appointed as the ADA Coordinator. Inmates have access to ADA cells and showers as well as a TTY system for the hearing impaired. Each housing unit informs inmates on how to address ADA concerns with a facility administrator.

The facility has undergone a \$25 million expansion and construction project which has addressed the following areas:

- Building of a specific unit to house and treat special populations, medical, mental health and intake, as well as make room for more females and segregation of female special populations.
- Reconfiguration and repurposing of existing housing areas to provide for ADA requirements, plumbing issues and other internal space remodel needs.

#### **AllHealth Network:**

ALLHEALTH NETWORK is compliant with the Americans with Disability Act. ALLHEALTH NETWORK assists clients that are disabled and hearing impaired. The forms and other written materials are read aloud for the visually impaired.

**7. Demonstrate an ability to provide services in a manner that respects and protects client rights:**

A listing of Inmate Rights is included in the inmate informational handbook and posted within the housing units. Inmates have the on-going ability to communicate concerns/grievances through electronic and written means. All staff are trained and encouraged to view the inmate as a fellow human beings and citizens who, while they may have broken the law, are nonetheless worthy of respect and fair treatment. Direct supervision by deputies in the housing units provides on-going contact with the inmate, ensuring that his/her basic rights are being provided. Any inmate grievance is first directed to the housing deputy and can be escalated to a shift supervisor and ultimately to a watch commander.

ALLHEALTH NETWORK follows strict codes of client's rights required by the centers and by state and federal law. ALLHEALTH NETWORK has a formal process for accepting and responding to complaints and appeals of decisions. The processes begin with the clinician and if necessary, move onto client advocates, to the state and if necessary, into court. Every client is informed of these rights and the complaint/appeal process in writing.

8. The funds associated with this RFA may increase or decrease depending upon state appropriations. As a result of this, the State may require the Contractor to increase or decrease services and budgets.

**II. Licensed Substance Use Disorder Treatment Requirements**

**1. Provide the OBH-License information for substance use disorder treatment provider(s) to deliver appropriate behavioral health care to inmates:**

ALLHEALTH NETWORK License # 1136-04

**2. Exhibit ability to identify inmates with active duty or veteran military status:**

Douglas County Sheriff's Office Detention Facility has partnered with the Denver Veterans Administration to identify all current and former veterans that enter the facility and to make aware them aware of potential services offered by the VA. All inmates are screened for current or former military service.

**3. Exhibit the ability to provide culturally competent and appropriate services: Sheriff's Office Detentions Facility:**

The Douglas County Sheriff's Office Detention Facility has obtained accreditation from the American Correctional Association (ACA) and the National Commission on Correctional Health Care (NCCHC) and all Detentions and contract staff are required to annually complete a minimum a 40-hours of ACA accredited courses in cultural awareness, safe management of gay, lesbian, bisexual transgender and intersex individuals in corrections, ethics, sexual harassment/hostile work environment and supervision of inmates.

### **ALLHEALTH Network:**

Gender, race, religion, ethnicity, language, and ability can play critical roles in providing effective services. ALLHEALTH NETWORK staff receives regular training to increase staff member ability to look for and respond to the impact of individual difference among clients relate to gender, race, religion, ethnicity, language, and ability. The Network employs staff members, at a clinical level, which are fluent in languages other than English (primarily Spanish) but also provides access to an interpreting service that with a telephone call can provide interpreters fluent at a clinical level in more than 100 languages.

Client unique cultural factors are addressed and documented within the initial intake assessment. These cultural factors are evaluated with the client by the assigned clinician and subsequently incorporated into the client's service plan, as appropriate.

ALLHEALTH NETWORK established a Cultural Inclusiveness Committee in 2005. With an outside consultant, the committee conducted a comprehensive agency audit and prepared an action plan to increase cultural competency. All employees received training provided by a consultant, and mandatory cultural competency training was incorporated into new employee orientation.

- 4. Demonstrate the ability to provide treatment based on an individualized treatment and/or transition plan based on an assessment completed for the client within the past 6-months. The transition/treatment plan should incorporate the client's natural communities and pro-social supports:**

In the past, ALLHEALTH NETWORK JBBS clinicians/case managers have utilized our electronic health record's treatment plan to transition clients from jail based to outpatient services. The Douglas County Detention Center Jail Based Behavioral Services Transition worksheet is utilized to identify and plan for transition back to community. The identified needs in the following areas result in service planning, connection to outside resources, identification of emergency shelters, food, and clothing, etc. Identified areas of concern: Documentation (identification); Housing; Financial; Transportation; Employment; Education; Legal/Civil; Medical; Mental Health and Substance Use needs. Based on identified needs as well as available natural and pro-social supports JBBS clinicians create and work a plan that starts before discharge whenever possible and will be followed up on at JBBS required check in window.

- 5. Demonstrate either available capacity for community-based treatment through other funding streams to continue with the same provider in the community following release; or demonstrate an ability to interface with co-occurring mental illnesses, i.e., community mental health centers, substance use disorder treatment programs, service programs for Veterans and other community service agencies to meet the client's treatment needs:**

**Existing:** ALLHEALTH NETWORK has provided evidence-based substance abuse and dual diagnosis services for decades. Clinical services are one part of an array that includes case management, vocational support, psycho-social rehabilitation, life skills

training, psycho-therapy, psychiatric medication and nurse case management services. Linkages are firmly established with virtually every support service available in the community including Douglas County Department of Human Services, food banks, Arapahoe/Douglas Works and Vocational Rehab, Colorado Coalition for the homeless and local housing agencies. Relationships are established with new services very soon after they come online.

ALLHEALTH NETWORK has a diverse funding base and makes every effort to take full advantage of new funding and support resources. Funding and support for community-based services includes, but is not limited to, Medicaid and Medicare for those individuals that qualify, SSA, private insurance, subsequent related awards from grant makers, Signal funding for medically indigent clients with substance abuse problems and self-pay.

**6. Demonstrate the ability to transition individuals from jail-based services to appropriate behavioral health and other needed community services upon release from incarceration:**

DCSODF and the ALLHEALTH NETWORK therapists/case managers assist inmates in making an appropriate transition into the community. Inmates have access to updated community resource lists which contain services provided by public and private agencies within the community. The DCSODF Reintegration team and ALLHEALTH NETWORK coordinate access to services and programs in the jail with community-based services such as treatment; benefit acquisition (SSI, SSDI etc.) vocational training upon release and assistance with finding temporary housing/shelter.

**7. Demonstrate an ability to provide OBH with the required data submissions as defined below under Section III – Monitoring and Data Collection:**

Our current Medical/Mental Health provider and ALLHEALTH NETWORK use electronic medical records systems. ALLHEALTH NETWORK has been providing required information for decades and are experts in state systems. Referring to the information required and listed in **Section III – Monitoring and Data Collection**, information gathered in the jail by DCSO personnel and by mental health center staff will be entered into the appropriate DCSO electronic recording system. The information will be provided to OBH in the manner prescribed for this program. Information needed to facilitate transition into community care will be incorporated into electronic medical records systems maintained by the ALLHEALTH NETWORK.

DCSODF will generate reports containing the required data gathered from each inmate upon classification screenings and their subsequent treatment. A licensed substance abuse treatment provider will submit Drug/Alcohol Coordinated Data System (DACODS) for services provided in the detention facility.

Upon transition into the community and into the care of the appropriate mental health center, the center's standard recording procedures will be used. As required, flat files are transmitted to the state monthly. Should the state need special reports for follow-up on

this program, the Network's system will allow for easy compliance. DACODS will be provided in hard copy.

The overall intent is to cooperate fully with the state in gathering the information it hopes to compile and to provide it in a manner that facilitates that process. The program manager will assure reports containing the required data are gathered from each inmate upon classifications screenings and their subsequent treatment with ALLHEALTH NETWORK.

## **B. Technical Elements**

### **I. Sheriff's Department Requirements**

#### **1. Indicate counties to be served:**

Douglas.

#### **2. Indicate the amount of jail based behavioral health funds the organization is requesting:**

The total amount of the JBBHS award for the 2025-2026 funding cycle is \$575,000.

The budget portion designated to AllHealth is \$347,188.

#### **3. The response will identify existing treatment resources available at the jail and resources the Sheriff's Department is intending to develop or enhance with the JBBS funds:**

**Existing:** ALLHEALTH NETWORK currently delivers a specific mix of treatment interventions which will depend upon the needs presented by the program participants. Clinicians use a person-centered, solution focused approach in all interactions and use Cognitive Behavioral Therapy (CBT) and Dialectical Behavioral Therapy Skills (DBT Skills), Strategies for Self-Improvement and Change.

In November of 2016, DCSODF and ALLHEALTH NETWORK added Moral Reconciliation Therapy (MRT) to the JBBS program. Current JBBS participants are selected by the therapist to participate in MRT once they have demonstrated a readiness to expand their treatment. The program has also added additional treatment modalities such as Helping Men Recover, Seeking Safety, and Anger Management.

#### **4. The response will identify how the Sheriff's Department at each jail in the application is implementing the Affordable Care Act:**

DCSODF has a designated Medicaid Coordinator and has partnered with Douglas County Department of Human Services to provide an Eligibility Technician that is located in the facility part-time. The Medicaid Coordinator works in conjunction with the eligibility technician to determine those individuals who are in need of assistance with Medicaid enrollment and information regarding the Affordable Care Act. The Medicaid

Coordinator is responsible for ensuring that inmates are available to meet with the eligibility technician for benefit eligibility and enrollment.

5. **The response will provide the number of incarcerated consumers with substance use disorders or Co-occurring substance use disorders and mental health disorders, and how many individuals will actually be enrolled in JBBS:**

A target enrollment population of at least 45-55 (20% of ADP) will be enrolled over the course of the grant year. Accounting for length of sentence and other factors, a target population of approximately 22-27 (50% of enrollment population) will be actively involved at any point in time. Under no circumstances will programming or funding be duplicated or supplanted.

6. **The application should detail the jail's policies on Medication Assisted Treatment:**

**Existing:** Jail Medication Assisted Treatment Induction/Continuation (JMAT) Program to address the opioid crisis by increasing access to medication-assisted treatment using the 2/3 FDA approved medications used to treat opiate use disorders, which includes buprenorphine and naltrexone during incarceration or upon day-of release. The program intends to reduce unmet treatment needs, opioid overdose related deaths through the provision of prevention, and treatment and recovery activities for opioid use disorder (OUD) for individuals in jails.

NARCAN is provided to inmates that enter the facility under the influence of opiates. Our medical contractor will train the inmate in the use of NARCAN. A single dose of NARCAN is then placed in the inmates' property by the booking staff. JBBS and the facility's mental health staff can refer an inmate to medical for NARCAN training if they identify the need.

## **II. Licensed Substance Use Disorder Treatment Requirements Epidemic**

1. **The Applicant's response will explain how they will identify individuals to provide services in the jail:**

The DCSO classifications staff interviews all inmates upon entry into the Detention Facility. This interview includes in-depth questioning regarding substance abuse, evidence of mental illness, trauma, and traumatic brain injury. Based on the results of this initial screening, inmate cases will be forwarded to the program manager. The program manager will review the screenings, conduct any necessary follow-up, and make referrals of inmate cases to the treatment team.

A target enrollment population of at least 45-55 (20% of ADP) will be enrolled over the course of the grant year. Accounting for length of sentence and other factors, a target population of approximately 22-27 (50% of enrollment population) will be actively involved at any point in time. Preference will be given to clients with two (2) to six (6) months to serve upon enrollment to better accommodate the evidence-based practices to be used; however, a range of one (1) to six (6) months will be accepted. Although



preference will be given to sentenced inmates those individuals that remain in custody pending disposition will be allowed to participate in the program.

2. **The application shall detail the screening process for all inmates referred to the program for presence of substance use disorders, mental health disorders, trauma, and traumatic brain injury:**

Inmates referred will be screened and assessed by ADMH therapist/case managers. Evidence-based screening instruments may include Trauma Symptom Inventory (TSI), Standardized Offender Assessment Revised (SOAR), Brief Psychiatric Rating Scale (BPRS) and the Addiction Severity Index (ASI). The treatment team will determine appropriate interventions. Jail based interventions are described in item 4 of this section. Research shows that substance abuse treatment is most effective in a group setting; treatment will primarily happen in groups in this program. Individual therapy will be used when it is clinically indicated.

The clinicians are trained in LSI/LSI-R (Level of Supervision inventory).

3. **Services must be rendered by OBH licensed agencies; therefore, the response shall include the providers OBH Substance Use Treatment Provider number for the agency location the JBBS program will operate under:**

ALLHEALTH NETWORK License # 1136

ALLHEALTH NETWORK utilized an Electronic Health Record which is only accessible through a secure Citrix portal. This is the primary documentation forum for clinical notes. Additionally, JBBS clinicians/case managers document as needed in the State system- however much of the statistical collection and reporting is completed by the DCSO Program Manager and her staff. After discharge and upon entering outpatient services ALLHEALTH NETWORK staff maintains the same clinical record as was used while the client was incarcerated. ALLHEALTH NETWORK's record keeping is in line with requirements from state systems and retains records in accordance with a written policy which incorporates Medicare, Medicaid and all federal, state and local regulatory guidelines.

4. **Programs shall have clinician positions to offer screenings, assessment and treatment in the jail and case manager positions dedicated to transitional care and a seamless re-entry to treatment services in the community:**

ALLHEALTH NETWORK currently employs 4.08 FTE therapists/case managers. These therapists/case managers work in collaboration with current mental health clinicians (2.0 FTEs) provided by our Medical/Mental Health contractor to provide a comprehensive program.

ALLHEALTH NETWORK currently delivers Strategies for Self-Improvement and Change (SSIC), however the specific mix of treatment interventions will depend on the needs presented by the program participants. DSCODF and ALLHEALTH NETWORK have implemented the following treatment modality: Moral Reconciliation Therapy (MRT)

in the jail and continue to consider additional treatment modalities that are gender responsive such as Helping Men Recover and Seeking Safety. Additional services being considered for the program are Intensive Out-Patient treatment (IOP) which will also assist a seamless re-entry into community-based treatment.

5. **Describe how staff providing services to the target population will be sensitive to diversity issues. Indicate the extent to which staff is representative of diversity and receive periodic training in cultural competence:**

Recruiting of new employees is conducted with cultural awareness and competence in mind as it relates to all facets of service. All employees received cultural awareness training as described in Licensed Substance Use Disorder Treatment Requirements Section 3.

6. **Describe the service array available within the community to program participants upon their release from the jail, including behavioral health services:**

All treatments outlined above in Section 4 are available on an outpatient basis through ALLHEALTH NETWORK. JBBS therapist/case manager consistently facilitate transition from jail-based programs to outpatient programs. We will continue to work towards our goal of consistently facilitating a warm handoff from jail based to outpatient services. For services that are not available through ALLHEALTH NETWORK, such as Traumatic Brain Injury (TBI) Domestic Violence (DV), Sex Offender Specific Therapy, Autism and Developmentally Delayed individuals, they will be coordinated with other community partners to include but not limited to: Colorado Brain Injury Resource Network, Developmental Pathways, Aurora Mental Health, etc. ALLHEALTH NETWORK is considering the addition of Sex Offender and Domestic Violence specific therapy.

7. **The response shall indicate how services needed upon release shall be identified and detail how the offender shall be linked to the appropriate services in the community without a break in services. Responses may attach sample Transition Worksheet as an attachment to the application. Priority will be given to proposals that demonstrate an effort to combine planning for treatment and transition:**

Case management will begin immediately and will assess needs and resources available to the inmate upon release including housing and appropriate family support. A need for reintegration will be assessed in areas including housing vocational training and support, job placement, medical and dental care and establishment or re-establishment of benefits, such as Medicaid and SSI. ALLHEALTH NETWORK has well established relationships with NAMI, Douglas and Arapahoe County Human Services, Vocational Rehabilitation, Metro Community Providers Network and other safety net agencies.

In the past, ALLHEALTH NETWORK JBBS clinicians/case managers have utilized our electronic health record's treatment plan to transition clients from jail based to outpatient services. The Douglas County Detention Center Jail Based Behavioral Services Transition worksheet is utilized to identify and plan for transition back to

community. The identified needs in the following areas result in service planning, connection to outside resources, identification of emergency shelters, food, and clothing, etc. Identified areas of concern: Documentation (identification); Housing; Financial; Transportation; Employment; Education; Legal/Civil; Medical; Mental Health and Substance Use needs. Based on identified needs as well as available natural and pro-social supports JBBS clinicians create and work a plan that starts before discharge whenever possible and will be followed up on at JBBS required check in window.

In addition to DCSO standard release procedures/planning, the Program Manager will meet with the treatment team as inmates near release dates. Together they will coordinate for follow-up treatment with community-based case managers or therapists, to include assistance in getting set up with services outside the ALLHEALTH NETWORK. If needed, DCSO will provide a 30-day transitional supply of any medication, either medical or psychiatric, which will suffice until these clients can be seen by the mental health psychiatrist and enrolled in pharmaceutical patient assistance programs.

**8. The proposal should describe Recovery Support Services are most needed in the catchment area and how the provider or Sheriff's Department will use a portion of their budget to meet these needs:**

Emergency housing, medications, application fees ID/birth certificates, basic hygiene, phone cards, clothing vouchers, transportation to residential treatment, food assistance, backpacks, and prepaid cell phones are the items most needed for our clients. ALLHEALTH NETWORK will coordinate with the Sheriff's Office to provide these items.

### **III. Monitoring and Data Collection**

**The response shall be written with the intent to comply with the requirement to collect, maintain and submit certain data to be reported on a quarterly basis. This information shall include:**

- ☐ Basic demographic information about the persons receiving services with these funds
- ☐ Numbers of clients served
- ☐ The types and quantities of services delivered
- ☐ Number and percentage who successfully transition to community-based services upon release
- ☐ Program termination outcomes
- ☐ Prevalence data gathered from administering mental health, substance use disorder, trauma, and traumatic brain injury screens

In an effort to create similar requirements to meet program eligibility criteria across the state, one of the following screening tools for should be used for the 5 areas listed below for all individuals referred to JBBS: <b>Substance Use Disorder Screening</b>	<b>Mental Health Disorder Screening</b>	<b>Trauma Screening</b>	<b>Traumatic Brain Injury Screening</b>	<b>Risk Assessment</b>
Standardized Offender	Colorado Criminal Justice	PTSD Checklist	HELPS Brain Injury	Level of Supervision

Assessment-Revised	Mental Health Screen – Adult (CCJMHS-A)		Screening Tool	Inventory
Addiction Severity Index	Brief Behavioral Health Screen	Trauma Symptom Inventory	OSU Traumatic Brain Injury Screening	
Simple Screening Instrument -				

OBH requires all programs to submit the above data on a web-based database. The data must be submitted and maintained on a quarterly basis. Detailed information regarding this requirement shall be provided upon contract implementation.

- ❑ Licensed SUD treatment providers will submit DACODS and when appropriate, CCAR data to the Office of Behavioral Health.

The Douglas County Sheriff's Office Detention Facility's Reintegration team in conjunction with the Sheriff's Office Information Technology, will generate reports containing the above required data that is gathered from an inmate upon screening and his/her subsequent treatment with the treatment team. The project manager will be responsible for ensuring the data is reported and for coordinating data collection.

DCSODF and its behavioral partners have extensive experience in collecting required information and routinely transmit that information to the OBH. For example, ALLHEALTH NETWORK has been a primary provider of Medicaid Mental Health Services since the capitation program began as part of (and co-owners) of Behavioral Healthcare, Inc. ALLHEALTH NETWORK also has an extensive background in providing information to the Alcohol and Drug Abuse Division. Please see A. Ability, section II, question 7 for further detail.

#### **IV. Demonstrated Experience and Capabilities**

**1. What is the name and mailing address of the legal entity submitting this proposal?**

Douglas County Sheriff's Office, Detention Division, 4000 Justice Way, Castle Rock, CO 80109.

**2. Please provide the name of the individual who will be the Project Director (or equivalent title) and his/her contact information:**

San Castillo Jones, BS, CAS  
Douglas County Sheriff's Office  
Detention Division  
4000 Justice Way  
Castle Rock, CO 80109  
(303) 814-7024  
scastillo@dcsheriff.net

**3. Provide a description of the partner provider organization(s) receiving funds including name, type of organization, services provided by the organization and region served:**

ALLHEALTH NETWORK (formerly known as Arapahoe Douglas Mental Health Network) is an organization that has been providing mental health and substance use counseling since 1955. ALLHEALTH NETWORK is a mission-driven not-for-profit, private organization with a full array of clinical services available to all ages.

ALLHEALTH NETWORK is a trusted family of mental health and substance use providers. Warm, smart, compassionate clinicians (counselors, therapists, social workers, psychiatrists, case managers, nurses) offer a consistent model of clinical excellence with a focus on personalized goals for treatment. Individuals of all ages may seek care from ALLHEALTH NETWORK utilizing a variety of services such as counseling, medication Services, group and family therapy, case management and crisis services for those needing inpatient, intensive outpatient or traditional outpatient care.

#### **V. Cost Proposal**

**The Cost Proposal, as suggested, shall cover all costs associated with the application:**

The Douglas County Sheriff's Office JBBS program will serve approximately 50-60 clients during the fiscal year. The Sheriff's Office currently contracts with the ALLHEALTH NETWORK to provide the substance abuse and mental health treatment program for JBBS program.

**ALLHEALTH NETWORK Expenses:**

Direct Personnel Cost: \$347,188

The FTE costs below include salary and benefits for four (4) full time employees and one part-time employee (.08) funded through the JBBHS grant for the following categories:

**SUD: \$160,110**

- 1.0 FTE Licensed Therapist – salary and benefits
- 1.0 FTE Clinical Manager – salary and benefits

**Mental Health Treatment: \$187,078**

- 1.0 FTE Licensed Therapist – salary and benefits
- 1.0 FTE Clinical Manager – salary and benefits
- .8 FTE Case Manager – salary and benefits

**MEETING DATE:** July 8, 2025

**STAFF PERSON RESPONSIBLE:** Brian Franklin, Assistant Director, Fleet Services

**DESCRIPTION:** Purchase Order to OJ Watson in the Amount of \$441,724.00 Under the City & County of Denver Master Supplier Contract Number SC-00003211.

**SUMMARY:** The Fleet Services Division of Facilities, Fleet & Emergency Support Services, requests approval of a purchase order in the 2025 adopted budget for OJ Watson to upfit two Road & Bridge ADD assets. The chassis for the following upfits will be requested under a separate agenda.

Road & Bridge Fund 31100

- ADD - Single Axle Plow Truck 1 \$220,862.00
- ADD - Single Axle Plow Truck 2 \$220,862.00
- \$441,724.00

Attachments

- OJ Watson Quote RPS925
- City and County of Denver Contract SC-00003211

**RECOMMENDED ACTION:** Approval of purchase order to OJ Watson for \$441,724.00 under the City & County of Denver Master Supplier Contract Number SC-00003211.

**REVIEW:**

Tim Hallmark	Approve	6/26/2025
Jeff Garcia	Approve	6/30/2025
Andrew Copland	Approve	6/30/2025
Doug DeBord	Approve	7/1/2025

**ATTACHMENTS:**

TEQ\_RPS925\_DouglasCounty.10ft.RDS.NoLiquid.VPlow.108SD.2of2.Quote.6.17.25.(1)  
0751A\_SC-00003211 - OJ Watson 2024-2025 Renewal\_7.15.2024\_ (002)



O.J. Watson Company, Inc.  
5335 Franklin Street  
Denver, Colorado 80216  
303-295-2885 or 800-332-2124  
Fax: 303-296-8049  
www.ojwatson.com

## Quotation

Page 1 of 6

Customer: DOUGOM  
Douglas County  
3026 N. Industrial Way  
Castle Rock CO 80109

Contact: Brian Franklin  
Phone: 303.663.7707  
2nd :  
Email: bfranklin@douglas.co.us

Salesperson: Randy Shamy

Quote Number: RPS925

Quote Date: 6/17/25

Quote valid until: 7/31/25

Revision Number: 0

Work Order:

### Build Information:

Year / Make / Model	2026 , Freightliner, 108SD	End User	Douglas County
Cab Configuration	REGULAR	Unit #	10' RDS/No Liquid/V-Plow
Fuel Type	DIESEL	Item / PO#	
CA / CT	84"		2of 2
Rear Axle	DRW		

### Quoted Items:

#### Description of Work

O.J. Watson Company Inc. is pleased to offer the following quote with requested Douglas County specifications and in general accordance with our City and County of Denver Master Supplier Contract Number SC-00003211 to include:

**FURNISH AND OJW INSTALL -**

**DUMP BODY:**

**RDS-120-96-48 DUAL AUGER**

MONROE RADIUS DUMP SPREADER BODY IS TO INCLUDE THE FOLLOWING:

- The body shall be 10 feet in length 5.5 CU YD
- Top inside width is 87 inches with the total outside width 96 inches
- Side height of body is 48 inches, with the tailgate height 54 inches
- The sides, front and tailgate is manufactured from 10ga" 201 stainless steel
- The body longmembers and auger troughs to be built from 3/16" 201 stainless steel. Troughs to bolt-in and be replaceable.
- Tailgate is double acting with a squared perimeter, with two horizontal braces of 10 gauge material full width of the tailgate
- Body is 100% continuously welded
- Rear Spinner is mounted via means of two 2" receiver tubes, with one tube located on each side of the spinner assembly
- Spinner body is manufactured from 10-gauge 201 stainless steel material
- There are three adjustable spinner deflectors for directing material from the spinner disc
- The material spread pattern is controlled by means of a center diverter located above the spinner disc
- With the adjustment of the spinner body, which is directed by holes drilled into the receiver mouths, the spinner assembly can either move forward or in back of the conveyor
- The spinner motor is a high torque/low speed mounted directly to the spinner disc with a cast hub
- DA Hoist is of telescopic design and has a trunion mounting, designed to operate up to 2,500 PSI and is self-bleeding
- Weld-On Cab Shield

#### Light Cutouts:

- Cab Shield - 6 Ovals ( front, side, rear - both sides)
- 6" Oval on side of pillar (Both Sides)
- 3/4" Marker below oval cutout in side of pillar (Both Sides)





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## Quotation

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### Description of Work

- Rear: 2 Ovals (Both Sides) – as high as possible
- 3/4" Marker above 2 Ovals Rear (Both Sides)

### ALSO INCLUDED WITH THE SPREADER ARE THE FOLLOWING ITEMS:

- Planetary drive, dual augers with cover plate for summer use and motors mounted at the front (REAR DISCHARGE)
- Body mounted tandem axle fenders installed
- Grease extensions installed
- Stationary receiver tube style spinner assembly shipped loose
- Speed sensor incorporated into one auger motor
- Air trip tailgate release in rear posts
- Fold down ladder INSTALL STREET SIDE FRONT
- Floor cover kit for summer usage
- (2) vibrator MTG kit
- (2) vibrators
- Rear ss spill shield
- Cab shield with 4-oval cut-outs
- Fender kit
- SS Side mounted tarp arm brackets

### SNOWPLOW:

#### 10' POWER V PLOW

- MONROE MPV39-10-ISTT
- PARALLELOGRAM PUSHFRAME
- POWER V-PLOW
- 10 GAUGE MOLBOARD
- TORSION TRIP EDGE
- KUPER CUTTING EDGE
- RUBBER SNOW DEFLECTOR
- OSCILLATING CARBIDE MUSHROOM SHOES
- POWDER COATED ORANGE
- TRUCK PORTION FLAT PLATE HITCH
- Markers: 36" Markers with Brackets (Pair)

### HYDRAULICS:

#### Force America Hydraulic System

#### PTO:

- Freightliner 108SD
- Din 5462 Mount 12VDC Wetspline Hotshift Allison PTO
- w/bracket
- Allison Transmission - 3500 RDS
- 99% of Engine Speed
- Left Side Mounted

#### PUMP DETAILS:

- Hydro Leduc Model TXV92
- Pressure Comp / Load Sense
- Piston Pump
- 5.61 CID Displacement
- 3000 PSI MAX



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## Quotation

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### Description of Work

#### HYDRAULIC TANK:

- Mounted Curbside ahead of rear tires
- 30 Gallon Stainless Steel Side Frame Mount Reservoir Kit (MTE)
- Ball Valve (MTE)
- Tank Suction Strainer
- Temperature and Level Sensor
- 4 & 5 Bank All 10 Series Enclosure Stainless Steel

#### VALVE DETAILS:

- FORCE America Model Add-A-Fold
- 3000 PSI Max
- Double Acting Hoist with 500 PSI Downside Relief
- Double Acting Plow Lift With Integrated Power Float
- and 500 PSI Downside Relief
- Double Acting Plow Angle
- Double Acting Plow Scoop/Vee
- 0-14 GPM Auger FWD/REV
- 0-7 GPM Spinner
- Includes JIC Fittings
- 6 & 7 Bank Enclosure With One 12 Series Section, Stainless Steel

#### ELECTRONIC CONTROL DETAILS:

- MPJC-6100-3-GEN5-ULTRA
- Floor Mount Ultra Controller
- Integrated 6100 Gen 5 Can Bus Spreader Control
- System
- Single Axis Joystick for Plow Raise/Lower with
- Pushbutton for Spreader Standby
- Dual Axis Joystick For Plow Angle & Scoop/Vee Control
- With Pushbutton For Spreader Blast
- Single Axis Joystick For Truck Hoist Control With
- Interlock Pushbutton
- Auger Feedback Kit Included
- Includes 6100 Rear Camera
- Switch Base

**NOTE: OJW to use stainless steel lines wherever possible**

#### TARP:

- -1- New 10' PullTarps Expando Electric
- MESH - Flow Thru Tarp
- Tamer Bar
- Tarp Open/Tarp Close actuated separately on Switch Pack

#### LIGHTS:

##### Douglas County Lighting System

##### Plow Lights-

- ABL Plow Lights with turn signals LED / Heated wired to OEM labeled "ABL Plow Lights"
- Fender-mounted Truck-Lite LED/Heated Plow Light wired to In-Power Switch Panel labeled "Plow Light"



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## Quotation

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### Description of Work

- Mounts to include a steel "backer plate" inside the hood for reinforcement

#### Strobes-

- -1- AMBER/AMBER LED Strobe light to be mounted in the cab shield, driver's side, facing forward
- -1- AMBER/AMBER LED Strobe light to be mounted in the cab shield, driver's side, facing sideways
- -1- AMBER/AMBER LED Strobe light to be mounted in the cab shield, driver's side, facing rear
- -1- AMBER/AMBER LED Strobe light to be mounted in the rear pillar of the dump body, driver's side, facing rear
- -1- AMBER/AMBER LED Strobe light to be mounted in the side of the rear pillar of the dump body, driver's side, facing sideways
- -1- AMBER/BLUE LED Strobe light to be mounted in the cab shield, passenger's side, facing forward
- -1- AMBER/BLUE LED Strobe light to be mounted in the cab shield, passenger's side, facing sideways
- -1- AMBER/BLUE LED Strobe light to be mounted in the cab shield, passenger's side, facing rear
- -1- AMBER/BLUE LED Strobe light to be mounted in the rear pillar of the dump body, passenger's side, facing rear
- -1- AMBER/BLUE LED Strobe light to be mounted in the side of the rear pillar of the dump body, passenger's side, facing sideways
- 3/4" Marker below oval cutout in side of pillar (Both Sides)
- 3/4" Marker above 2 Ovals Rear (Both Sides)

#### WORK -SPINNER LIGHTS:

- -2- CLEAR LED work lights to be mounted to the sander in such a way as to light the spinner area and wired to a single switch and labeled "SPINNER LIGHTS"

#### BODY LIGHTING:

- -2- RED LED stop / tail / turn lights mounted in rear bolster with integrated CLEAR LED backup lights

#### MISCELLANEOUS ITEMS:

- Power Tower
- Signal Stat model 6050 or approved equal LED style 3-ID light, wired to include stop/tail & turn installed on cover plate between frame rails directly above hitch plate
- MTE wiring harness with 36 pin connector on service loop located at rear between frame rails
- All cab shield wiring shall be ran through integrated wiring trough
- All lighting connections shall include dielectric grease where applicable

### REAR HITCH:

#### Rear Trailer Hitch Plate Package

- 3/4" Steel Plate 100% welded
- 2 - 1" Loop 3"x3" safety D-rings (Model DR58-3) mounted on each side of pintle hook
- Pintle Hook (20 Ton Capacity), mounted at a height of 32" from the ground to the center of the eye
- 7-Way round trailer socket with weather proof boot (filled with dielectric grease)
- LED style 3-ID stop/turn placed top of hitch plate
- License plate bracket and light installed mounted below pintle framed with flat steel
- Stop / turn / tail / backup lights mounted in hitch plate and mounted flush to the inside of the hitch plate
- Swing-away glad hands, to be mounted on either side of the truck frame near top of hitch plate
- Black Paint

### TOOL BOX:

- -1- Frame Mounted Under Bed Street Side, ahead of rear axle
- Weather Guard Model 627-0-02
- Aluminum - 18" x 18" x 24"

### CAMERA:



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## Quotation

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### Description of Work

- Force America Camera
- Protective box
- Mounted rear curbside as high as possible

### CAMERA WASH:

- MS Foster Non-abrasive, non-contact cleaning system where washer fluid mixes with high pressure air
- Self-Contained Stainless Steel kit includes:
  - Fluid reservoir, pump, air solenoid, nozzle and bracket, wiring, tubing
  - Momentary Switch mounted on dash
- Self-contained kit to be mounted per OJW recommendation
- SS camera box with 6" adjustable mount

### AUTOMATIC TIRE CHAINS:

- 6-Strand chainwheel ensure that there are always 2 chain strands between the tire and road surface
- Onspot works when accelerating in forward or reverse or when braking in either direction. The chains may be engaged in forward or reverse

### CHAIN UNIT ASSEMBLY

- The unit is fastened to the vehicle mounting bracket and consists of an air cylinder, swing arm and chainwheel. The chainplates are replaceable. The air cylinder contains a diaphragm, pushrod, return spring and protective boot

### AIR SOLENOID

- Allows compressed air to flow to the chain units when the dashboard switch is activated.

### DASHBOARD SWITCH with SWITCHGUARD

- Used to provide 12 volts to chassis-mounted solenoid.

### VEHICLE MOUNTING BRACKETS

### MISCELLANEOUS:

- Conspicuity Tape
- O.J. Watson Mud Flaps
- DOT Inspection
- VIN Inspection
- -2- Weight Tickets

**Total Price: \$220,862.00**



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## Quotation

Page 6 of 6

- **All pricing is good for -30- days from date of quotation**
- All quotes are F.O.B. Denver unless otherwise stated.
- Quotes are subject to all applicable sales and use taxes including F.R.E.T.
- Open Account Terms are Net 30 upon delivery.
- Cash Account Term is payment at time of delivery (cash/check/credit card) and is subject to a 50% deposit requirement upon initial order.
- All credit card transactions over \$7,000.00 will be subject to a 3% processing fee.
- Carry Vehicle is NOT included in pricing unless specifically called out under Quoted Items.
- The contents of this quote are confidential and not intended for distribution. It is strictly forbidden to share this quote with any third party without written consent from O.J. Watson Equipment.

Accepted

By: \_\_\_\_\_ Quoted By: \_\_\_\_\_ Randy Shamy

Date: \_\_\_\_\_ Date: \_\_\_\_\_ 06/17/2025

# Master Purchase Order

<b>DO NOT INVOICE TO THIS ADDRESS</b>
<b>City &amp; County of Denver</b>
Purchasing Division
201 West Colfax Avenue, Dept. 304
Denver, CO 80202
United States
Phone: 720-913-8100 Fax: 720-913-8101



Supplier Contract No.		SC-00003211	
Date:	August 9, 2018	Revision No.	
Payment Terms	Net 30	Ordinance (as applicable):	
Freight Terms	DESTINATION		
Ship Via	Best Way		
Buyer:	Andrew Miskell		
Phone:	(720) 913-8159		

Workday Supplier ID: DENVR0000000342 Phone: (303) 295-2885

Email: [DEckrich@OJWatson.com](mailto:DEckrich@OJWatson.com)

O.J. Watson Company, Inc.  
5335 Franklin Street  
Denver, CO 80216

Ship To: Various locations within the City and County of Denver

Bill To: As Specified By Agency

Attn: Dick Eckrich  
Colorado Secretary of State ID: 19871720022  
U.S. Federal SAM Registry Verification Date: 07/30/2018

## 1. Goods/Services:

O.J. Watson Company, Inc., a corporation located in the State of Colorado, ("Vendor" or "Supplier") shall provide the goods, and any services related thereto, identified and described on attached **Exhibit A**, to the City and County of Denver, a Colorado municipal corporation (the "City"), all in accordance with the terms and conditions of this Master Purchase Order.

## 2. Ordering:

The City shall purchase one or more of the goods/services by issuing a written purchase order(s) or similar appropriate written document ("Order"), each of which will be deemed incorporated into this Agreement for purposes of such Order only.

## 3. Pricing:

The pricing/rates for the goods/services is contained on **Exhibit A** and shall be held firm for the term of this Master Purchase Order.

## 4. Term, Extension, or Renewal:

The effective period of this agreement shall be from the date of City signature to and including **07/31/2021**. It is also a specific provision of this agreement that the City and the Vendor may mutually agree to renew and continue this agreement for additional periods at the same price structure, terms and conditions. However, no extension date may surpass **07/31/2026**.

## 5. Non-Exclusive:

This Master Purchase Order is non-exclusive. City does not guarantee any minimum purchase other than as provided herein.

## 6. Inspection and Acceptance:

City may inspect all goods/services prior to acceptance. Payment does not constitute acceptance. Vendor shall bear the cost of any inspection/testing that reveal goods/services that are defective or do not meet specifications. City's failure to accept or reject goods/services shall not relieve Vendor from its responsibility for such goods/services that are defective or do not meet specifications nor impose liability on City for such goods/services. If any part of the goods/services are not acceptable to City, City may, in addition to any other rights it may have at law or in equity: (1) make a warranty claim; (2) repair and/or replace the goods or substitute other services at Vendor's expense; or (3) reject and return the goods at Vendor's cost and/or reject the services at Vendor's expense for full credit. Any rejected goods/services are not to be replaced without written authorization from City, and any such replacement shall be on the same terms and conditions contained in this Master Purchase Order. Vendor shall perform all services in accordance with the standard of care exercised by highly competent vendors who perform like or similar services.

## 7. Shipping, Taxes and Other Credits and Charges:

All pricing is F.O.B. destination unless otherwise specified. Shipments must be marked with Vendor's name, the Master Purchase Order number, and contain a delivery or packing slip. Vendor shall not impose any charges for boxing, crating, parcel post, insurance, handling, freight, express or other similar charges or fees. Vendor shall notify City in writing of any price decreases immediately, and City shall receive the benefit thereof on all unshipped items. Vendor shall comply with any additional delivery terms specified herein. Vendor shall be responsible for the cleanup and reporting of any contamination (environmental or otherwise) or spillage resulting from the delivery and/or unloading of goods within twenty-four (24) hours of the contamination or spillage or sooner if required by law. Vendor shall procure all permits and licenses; pay all charges, taxes and fees; and give all notices necessary and incidental to the fulfillment of this Master Purchase Order and all cost thereof have been included in the prices contained herein. City shall not be liable for the payment of taxes, late charges or penalties of any nature, except as required by D.R.M.C. § 20-107, et seq. The price of all goods/services shall reflect all applicable tax exemptions. City's Federal Registration No. is 84-6000580 and its State Registration No. is 98-02890. Vendor shall pay all sales and use taxes levied by City on any tangible personal property built into the goods/services. Vendor shall obtain a Certificate of Exemption from the State of Colorado Department of Revenue prior to the purchase of any materials to be built into the goods/services and provide a copy of the Certificate to City prior to final payment.

## 8. Risk of Loss:

Vendor shall bear the risk of loss, injury or destruction of goods prior to delivery to City. Loss, injury or destruction shall not release Vendor from any obligation hereunder.

**9. Invoice:**

Each invoice shall include: (i) the Purchase Order number; (ii) individual itemization of the goods/services; (iii) per unit price, extended and totaled; (iv) quantity ordered, back ordered and shipped; (v) an invoice number and date; (vi) ordering department's name and "ship to" address; and (vii) agreed upon payment terms set forth herein.

**10. Payment:**

Payment shall be subject to City's Prompt Payment Ordinance D.R.M.C. § 20-107, et-seq. after City accepts the goods/services. Any other provision of this Agreement notwithstanding, in no event shall the City be liable for aggregate payments under this Master Purchase Order in excess of **Fifteen Million Dollars (\$15,000,000.00)**. The Vendor acknowledges that any goods/services provided beyond those specifically described in **Exhibit A** are performed at Contractor's risk and without authorization from the City. City's payment obligations hereunder, whether direct or contingent, shall extend only to funds appropriated by the Denver City Council for the purpose of this Master Purchase Order, encumbered by the City after receipt of Vendor's invoice and paid into the Treasury of City. Vendor acknowledges that: (i) City does not by this Master Purchase Order, irrevocably pledge present cash reserves for payments in future fiscal years; and (ii) this Master Purchase Order is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of City. City may setoff against any payments due to Vendor any claims and/or credits it may have against Vendor under this Master Purchase Order.

**11. Amendments/Changes:**

Only the Manager of General Services or his delegate is authorized to change or amend this Master Purchase Order by a formal written change order. Any change or amendment that would cause the aggregate payable under this Master Purchase Order to exceed the amount appropriated and encumbered for this Master Purchase Order is expressly prohibited and of no effect. Vendor shall verify that the amount appropriated and encumbered is sufficient to cover any increase in cost due to changes or amendments. Goods/services provided without such verification are provided at Vendor's risk. The Vendor has no authority to bind City on any contractual matters.

**12. Warranty:**

Vendor warrants and guarantees to City that all goods furnished under this Purchase Order are free from defects in workmanship and materials, are merchantable, and fit for the purposes for which they are to be used and that any professional services associated with the goods, or stand alone professional services under \$10,000, shall be performed in a workmanlike and professional manner with the degree of skill and judgment normally exercised by recognized professionals performing services of the same or substantially similar nature. For any goods or services which are, or become defective within twelve (12) months (unless otherwise specified) after date of receipt by City, Vendor shall at no expense to City, at City's election and to City's satisfaction, either remedy any and all defects or replace the defective goods within seven (7) days of receipt of the defective goods or accept the defective goods for full credit and payment of any return shipping charges. Vendor shall be fully responsible for any and all warranty work, regardless of third party warranty coverage. Vendor shall furnish additional or replacement parts at the same prices, conditions and specifications delineated herein.

**13. Indemnification/Limitation of Liability:**

Vendor shall indemnify and hold harmless City (including but not limited to its employees, elected and appointed officials, agents and representatives) against any and all losses (including without limitation, loss of use and costs of cover), liability, damage, claims, demands, actions and/or proceedings and all costs and expenses connected therewith (including without limitation attorneys' fees) that arise out of or relate to any claim of infringement of patent, trademark, copyright, trade secret or other intellectual property right related to this Master Purchase Order or that are caused by or the result of any act or omission of Vendor, its agents, suppliers, employees, or representatives. Vendor's obligation shall not apply to any liability or damages which result solely from the negligence of City. City shall not be liable for any consequential, incidental, indirect, special, reliance, or punitive damages or for any lost profits or revenues, regardless of the legal theory under which such liability is asserted. In no event shall City's aggregate liability exceed the agreed upon cost for those goods/services that have been accepted by City under this Master Purchase Order. Notwithstanding anything contained in this Master Purchase Order to the contrary, City in no way limits or waives the rights, immunities and protections provided by C.R.S. § 24-10-101, et seq.

**14. Termination:**

City may terminate this Master Purchase Order, in whole or in part, at any time and for any reason immediately upon written notice to Vendor. In the event of such a termination, City's sole liability shall be limited to payment of the amount due for the goods/services accepted by City. Vendor acknowledges the risks inherent in this termination for convenience and expressly accepts them. Termination by City shall not constitute a waiver of any claims City may have against Vendor.

**15. Interference:**

Vendor shall notify the Director of Purchasing immediately of any condition that may interfere with the performance of Vendor's obligations under this Master Purchase Order and confirm such notification in writing within twenty-four (24) hours. City's failure to respond to any such notice shall in no way act as a waiver of any rights or remedies City may possess.

**16. Venue, Choice of Law and Disputes:**

Venue for all legal actions shall lie in the District Court in and for City and County of Denver, State of Colorado, and shall be governed by the laws of the State of Colorado as well as the Charter and Revised Municipal Code, rules, regulations, Executive



Orders, and fiscal rules of City. All disputes shall be resolved by administrative hearing, pursuant to the procedure established by D.R.M.C. § 56-106. Director of Purchasing shall render the final determination.

**17. Assignment/No Third Party Beneficiary:**

Vendor shall not assign or subcontract any of its rights or obligations under this Master Purchase Order without the written consent of City. In the event City permits an assignment or subcontract, Vendor shall continue to be liable under this Master Purchase Order and any permitted assignee or subcontractor shall be bound by the terms and conditions contained herein. This Master Purchase Order is intended solely for the benefit of City and Vendor with no third party beneficiaries

**18. Notice:**

Notices shall be made by Vendor to the Director of Purchasing and by City to Vendor at the addresses provided herein, in writing sent registered, return receipt requested.

**19. Compliance With Laws:**

Vendor shall observe and comply with all federal, state, county, city and other laws, codes, ordinances, rules, regulations and executive orders related to its performance under this Master Purchase Order. City may immediately terminate this Master Purchase Order, in whole or in part, if Vendor or an employee is convicted, plead nolo contendere, or admits culpability to a criminal offense of bribery, kickbacks, collusive bidding, bid-rigging, antitrust, fraud, undue influence, theft, racketeering, extortion or any offense of a similar nature.

**20. Insurance:**

Vendor shall secure, before delivery of any goods/services, the following insurance covering all operations, goods and services provided to City. Vendor shall keep the required insurance coverage in force at all times during the term of the Master Purchase Order, or any extension thereof, during any warranty period, and for three (3) years after termination of this Master Purchase Order. The required insurance shall be underwritten by an insurer licensed to do business in Colorado and rated by A.M. Best Company as "A-"VIII or better. Each policy shall contain a valid provision or endorsement requiring notification to the City in the event any of the required policies be canceled or non-renewed before the expiration date thereof. Such written notice shall be sent to the parties identified in the Notices section of this Agreement. Such notice shall reference the City contract number listed on the signature page of this Agreement. Said notice shall be sent thirty (30) days prior to such cancellation or non-renewal unless due to non-payment of premiums for which notice shall be sent ten (10) days prior. If such written notice is unavailable from the insurer, contractor shall provide written notice of cancellation, non-renewal and any reduction in coverage to the parties identified in the Notices section by certified mail, return receipt requested within three (3) business days of such notice by its insurer(s) and referencing the City's contract number. If any policy is in excess of a deductible or self-insured retention, City must be notified by Vendor. Vendor shall be responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in this Master Purchase Order are the minimum requirements, and these requirements do not lessen or limit the liability of Vendor. Risk Management reserves the right to require additional policies and/or limits based on agreement scope of work. Vendor shall provide a copy of this Master Purchase Order to its insurance agent or broker. Vendor may not commence services or work relating to the Master Purchase Order prior to placement of coverage. Contractor certifies that the attached certificate of insurance attached to the Master Purchase Order documents, preferably an ACORD certificate, complies with all insurance requirements of this Master Purchase Order. The City's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Master Purchase Order shall not act as a waiver of Vendor's breach of this Master Purchase Order or any of the City's rights or remedies under this Agreement. The City's Risk Management Office may require additional proof of insurance, including but not limited to policies and endorsements. Vendor's insurer shall name as Additional Insured to its Commercial General Liability and Business Auto Liability policies the City and County of Denver, its elected and appointed officials, employees and volunteers. Vendor's insurer shall waive subrogation rights against the City. All sub-contractors and sub-consultants (including independent contractors, suppliers or other entities providing goods/services required by this Master Purchase Order) shall be subject to all of the requirements herein and shall procure and maintain the same coverages required of Vendor. Vendor shall include all such entities as insureds under its policies or shall ensure that they all maintain the required coverages. Vendor shall provide proof of insurance for all such entities upon request by City. For Worker's Compensation Insurance, Vendor shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits of \$100,000 for each bodily injury occurrence claim, \$100,000 for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims. Vendor expressly represents to City, as a material representation upon which City is relying, that none of the Vendor's officers or employees who may be eligible under any statute or law to reject Workers' Compensation Insurance shall effect such rejection during any part of the term of this Master Purchase Order, and that any such rejections previously effected, have been revoked. Vendor shall maintain Commercial General Liability coverage with limits of \$1,000,000 for each occurrence, \$1,000,000 for each personal and advertising injury claim, \$2,000,000 products and completed operations aggregate, and \$2,000,000 policy aggregate. Vendor shall maintain Business Auto Liability coverage with limits of \$1,000,000 combined single limit applicable to all owned, hired and non-hired vehicles used in performing services under this Master Purchase Order. For Commercial General Liability coverage, the policy must provide the following: (i) That this Master Purchase Order is an Insured Contract under the policy; (ii) Defense costs in excess of policy limits; (iii) A severability of interests, separation of insureds or cross liability provision; and (iv) A provision that coverage is non-contributory with other coverage or self-insurance provided by City. For claims-made coverage, the retroactive date must be on or before the first date when any goods



or services were provided to City. Vendor must advise the City in the event any general aggregate or other aggregate limits are reduced below the required per occurrence limits. At their own expense, and where such general aggregate or other aggregate limits have been reduced below the required per occurrence limit, the Contractor will procure such per occurrence limits and furnish a new certificate of insurance showing such coverage is in force.

**21. Severability:**

If any provision of this Master Purchase Order, except for the provisions requiring appropriation and encumbering of funds and limiting the total amount payable by City, is held to be invalid, illegal or unenforceable by a court of competent jurisdiction, the validity of the remaining portions or provisions shall not be affected if the intent of City and Vendor can be fulfilled.

**22. Survival:**

All terms and conditions of this Master Purchase Order which by their nature must survive termination/expiration shall so survive. Without limiting the foregoing, Vendor's insurance, warranty and indemnity obligations shall survive for the relevant warranty or statutes of limitation period plus the time necessary to fully resolve any claims, matters or actions begun within that period. Bonds shall survive as long as any warranty period.

**23. No Construction Against Drafting Party:**

No provision of this Master Purchase Order shall be construed against the drafter.

**24. Status of Vendor/Ownership of Work Product:**

Vendor is an independent contractor retained on a contractual basis to perform services for a limited period of time as described in Section 9.1.1E(x) of the Charter of City. Vendor and its employees are not employees or officers of City under Chapter 18 of the D.R.M.C. for any purpose whatsoever. All goods, deliverables, hardware, software, plans, drawings, reports, submittals and all other documents or things furnished to City by Vendor shall become and are the property of City, without restriction.

**25. Records and Audits:**

Vendor shall maintain for three (3) years after final payment hereunder, all pertinent books, documents, papers and records of Vendor involving transactions related to this Master Purchase Order, and City shall have the right to inspect and copy the same.

**26. Remedies/Waiver:**

No remedy specified herein shall limit any other rights and remedies of City at law or in equity. No waiver of any breach shall be construed as a waiver of any other breach.

**27. No Discrimination in Employment:**

Vendor shall not refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, marital status, or physical or mental disability; and Vendor shall insert the foregoing provision in any subcontracts hereunder.

**28. Use, Possession or Sale of Alcohol or Drugs:**

Vendor shall cooperate and comply with the provisions of Executive Order 94. Violation may result in City terminating this Master Purchase Order or barring Vendor from City facilities or from participating in City operations.

**29. Conflict of Interest:**

No employee of City shall have any personal or beneficial interest in the goods/services described in this Master Purchase Order; and Vendor shall not hire or contract for services any employee or officer of City which would be in violation of City's Code of Ethics, D.R.M.C. §2-51, et seq. or the Charter §§ 1.2.8, 1.2.9, and 1.2.12.

**30. Advertising and Public Disclosure:**

The Vendor shall not include any reference to the Master Purchase Order or to services performed or goods purchased pursuant to the Master Purchase Order in any of the Vendor's advertising or public relations materials without first obtaining the written approval of the Director of Purchasing.

**31. No Employment of Illegal Aliens to Perform Work Under The Agreement:**

a. This Agreement is subject to Division 5 of Article IV of Chapter 20 of the Denver Revised Municipal Code, and any amendments (the "Certification Ordinance").

b. The Contractor certifies that:

- (1) At the time of its execution of this Agreement, it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement.
- (2) It will participate in the E-Verify Program, as defined in § 8-17.5-101(3.7), C.R.S., to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement.

c. The Contractor also agrees and represents that:

- (1) It shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.
- (2) It shall not enter into a contract with a subconsultant or subcontractor that fails to certify to the Contractor that it shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.
- (3) It has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement, through participation in the E-Verify Program.

- (4) It is prohibited from using the E-Verify Program procedures to undertake pre-employment screening of job applicants while performing its obligations under the Agreement, and that otherwise requires the Contractor to comply with any and all federal requirements related to use of the E-Verify Program including, by way of example, all program requirements related to employee notification and preservation of employee rights.
- (5) If it obtains actual knowledge that a subconsultant or subcontractor performing work under the Agreement knowingly employs or contracts with an illegal alien, it will notify such subconsultant or subcontractor and the City within three (3) days. The Contractor will also then terminate such subconsultant or subcontractor if within three (3) days after such notice the subconsultant or subcontractor does not stop employing or contracting with the illegal alien, unless during such three-day period the subconsultant or subcontractor provides information to establish that the subconsultant or subcontractor has not knowingly employed or contracted with an illegal alien.
- (6) It will comply with any reasonable request made in the course of an investigation by the Colorado Department of Labor and Employment under authority of § 8-17.5-102(5), C.R.S, or the City Auditor, under authority of D.R.M.C. 20-90.3.

d. The Contractor is liable for any violations as provided in the Certification Ordinance. If Contractor violates any provision of this section or the Certification Ordinance, the City may terminate this Agreement for a breach of the Agreement. If the Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the City. Any such termination of a contract due to a violation of this section or the Certification Ordinance may also, at the discretion of the City, constitute grounds for disqualifying Contractor from submitting bids or proposals for future contracts with the City.

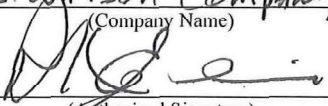

### **32. Federal provisions:**

Where the source of the funds, directly or indirectly for this Purchase Order is the Federal Government, the Vendor agrees to the applicable provisions set out below. The Vendor shall be responsible for determining which terms are applicable to its products and/or services.

EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE Contractor agrees to comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Part 60). DAVIS-BACON ACT COMPLIANCE Contractor agrees to comply with the Davis-Bacon Act (40 U.S.C. 3148 to 3148) as supplemented by Department of Labor regulations (29 CFR part 5). ANTI-KICKBACK ACT COMPLIANCE Contractor agrees to comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3). CONTRACT WORK HOURS AND SAFETY STANDARDS Contractor agrees to comply with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5) RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT Contractor agrees to comply with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. CLEAN AIR AND WATER REQUIREMENTS Contractor agrees to comply with all applicable standards, orders, or requirements issued under the Clean Air Act (42 U.S.C. 7401 et. seq.), and the Clean Water Act (33 U.S.C. 1251 et. seq.). Contractor agrees to report each violation of these requirements to the City and understands and agrees that the City will, in turn, report each violation as required to the appropriate EPA regional office. ENERGY CONSERVATION REQUIREMENTS The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act. (42 U.S.C. 6201) NO SUSPENSION OR DEBARMENT Contractor certifies that neither it nor its Principals or any of its subcontractors is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any Federal department or agency. BYRD ANTI-LOBBYING. If the Maximum Contract Amount exceeds \$100,000, the Contractor must complete and submit to the City a required certification form provided by the City certifying that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress in connection with obtaining any Federal contract grant of any other award covered by 31 U.S.C. 1352. Contractor must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

Strategic Long-Term Procurement of Various Truck Bodies with Parts and Service Consideration

This Master Purchase Order is acknowledged and agreed to by:

Vendor Name:	<u>O.J. Watson Company, Inc.</u> (Company Name)	City & County of Denver, Purchasing Division
By:	<u></u> (Authorized Signature)	By: <u></u>
Print Name:	<u>R.K. Eckrich</u>	Print Name: <u>Andrew Miskell</u>
Title:	<u>President</u>	Title: <u>Senior Buyer</u>
Date:	<u>8-17-2018</u>	Date: <u>08/21/2018</u>

Supervisor Initial: 

Note: This contract is contingent upon City Council action and approval, per DRMC 3.26(e).

## Strategic Long-Term Procurement of Various Truck Bodies with Parts and Service Consideration

## EXTENSION / RENEWALS:

Upon renewal, City procurements shall be made via Purchase Order (PO) under the pricing, terms and conditions of this MPO.

Invoicing must contain the individual PO number that corresponds with the order.

General inquiries, not specific to an individual order, shall reference the above MPO.

Extension No. 1 X

The contract made and entered into by your company and the City and County of Denver pursuant to the above referenced Master Purchase Order (MPO) expires on 7/31/2021.

Should you desire to extend this contract to and including 7/31/2022, and revise the aggregate amount to \$ N/A, please return this page with your signature.

Vendor Name: O.J. Watson Company, Inc.

City &amp; County of Denver, Purchasing Division

By: (Company Name)  
(Authorized Signature)

By: Romero, Michael P. - Purchasing  
 Digitally signed by Romero, Michael P. - Purchasing  
 Date: 2021.06.18 08:38:46 -06'00'

Print Name: R. K. EckrichPrint Name: Michael RomeroTitle: PresidentTitle: Buyer SupervisorDate: May 25, 2021Date: 6.18.2021

Note:

## Extension No. 2

The contract made and entered into by your company and the City and County of Denver pursuant to the above referenced Master Purchase Order (MPO) expires on 7/31/2022.

Should you desire to extend this contract to and including 7/31/2023, and revise the aggregate amount to \$ N/A, please return this page with your signature.

Vendor Name: O.J. Watson Company, Inc.

City &amp; County of Denver, Purchasing Division

By: (Company Name)  
(Authorized Signature)

By: Romero, Michael P. - GS Procurement Manager  
 Digitally signed by Romero, Michael P. - GS Procurement Manager  
 Date: 2022.07.26 14:34:06 -06'00'

Print Name: Richard EckrichPrint Name: Michael RomeroTitle: PresidentTitle: Procurement ManagerDate: July 25, 2022

Date:

Note:

\*\*\*2022-2023 Service rates have been modified (8.1.2022-7.31.2023) along with parts discount for manufacturers not specifically identified herein. See page 11; no other changes. mromero

EXTENSION / RENEWALS:

Upon renewal, City procurements shall be made via Purchase Order (PO) under the pricing, terms and conditions of this MPO.  
Invoicing must contain the individual PO number that corresponds with the order.  
General inquiries, not specific to an individual order, shall reference the above MPO.

Extension No. 3 X

The contract made and entered into by your company and the City and County of Denver pursuant to the above referenced Master Purchase Order (MPO) expires on 7/31/2023.

Should you desire to extend this contract to and including 7/31/2024, and revise the aggregate amount to \$ N/A, please return this page with your signature.

Vendor Name: OJ WATSON COMPANY, LLC.  
(Company Name)  
By:   
(Authorized Signature)  
Print Name: Mark Eckrich  
Title: Vice President-General Manager  
Date: 06.16.2023

City & County of Denver, Purchasing Division  
By: MICHAEL ROMERO\_GS  
DCPO  
Digitally signed by MICHAEL ROMERO\_GS DCPO  
Date: 2023.06.23 15:49:22  
-06'00'  
Print Name: MICHAEL ROMERO  
Title: DCPO  
Date: \_\_\_\_\_

Note: 8/1/2023-7/31/2024, Service rates adjusted-See page 11, no other changes from last renewal. MROMERO 6.2.2023

Extension No. 4 X

The contract made and entered into by your company and the City and County of Denver pursuant to the above referenced Master Purchase Order (MPO) expires on 7/31/2024.

Should you desire to extend this contract to and including 7/31/2025, and revise the aggregate amount to \$ N/A, please return this page with your signature.

Vendor Name: O.J. Watson Company, Inc.  
(Company Name)  
By:   
(Authorized Signature)  
Print Name: Mark Eckrich  
Title: Vice President - General Manager  
Date: 07.08.2024

City & County of Denver, Purchasing Division  
By: MICHAEL ROMERO\_GS  
DCPO  
Digitally signed by MICHAEL ROMERO\_GS DCPO  
Date: 2024.07.15 11:14:32  
-06'00'  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Note:

Updated service rates (page 11), no other changes through 7/31/2025

EXHIBIT "A"

**Supplier Contract No.:** SC-00003211  
**Vendor Name:** O.J. Watson Company, Inc.  
**Title:** Strategic Long-Term Procurement of Various Truck Bodies with Parts  
and Service Consideration

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**It is recommended that you use your Supplier Contract No. – SC-00003211 in all future correspondence, billing, invoicing or other communications.**

Description of the goods, and services related thereto, being purchased and pricing:

**1) SCOPE OF WORK/DELIVERABLES**

- A. The primary objective of this agreement is to initiate a long-term agreement with a vendor with regards to procuring Cab and Chassis & Truck Body Equipment.
  - a. City Vehicle Reference Numbers: TBD on a later date after award
- B. A secondary objective is to establish:
  - a. Firm long-term pricing structures/ rates with regards to:
    - i. Additional vehicle/ equipment procurements in the future
    - ii. Parts and component pricing
    - iii. Hourly Labor Rates: Shop and Field
  - b. Warranty Protocols
  - c. Customer Service Protocols

**2) F.O.B. POINT:**

All unit prices, parts prices, and percentages quoted must be quoted at a firm price F.O.B. destination, delivered to the following sites:

**City and County of Denver Fleet Management – Roslyn location**  
**5440 Roslyn Street**  
**Building C – Door 26**  
**Denver, CO 80216**

**AND**

**City and County of Denver Fleet Management – Central Platte Location**  
**1271 West Bayaud Avenue**  
**Building #5**  
**Denver, CO 80223**

**AND**

**Denver International Airport Fleet Management**  
**2700 East 80<sup>th</sup> Avenue**  
**Denver, CO 80249**

**Note:** Additional locations may be added or modified during the life of this contract and the Supplier will be notified accordingly.



### **3) PATENTS:**

Seller agrees to defend the City and County of Denver at seller's own expense, in all suits, actions or proceedings in which the City and County of Denver is made a defendant for actual or alleged infringement of any United States of America or foreign letters patent resulting from the City and County of Denver's use of the goods purchased as a result of this Award. Seller further agrees to pay and discharge any and all judgments or decrees which may be rendered in any such suit, action or proceeding against the City and County of Denver.

### **4) PAYMENT CONDITIONS:**

Payment will be made upon final delivery and acceptance of the equipment, supplies, and/or service by the City.

### **5) DELIVERY EXPECTATIONS:**

The Supplier shall deliver a completed unit to the City and County of Denver within one hundred and eighty (180) calendar days from the time the cab and chassis has been delivered to the Supplier's facility or to a location agreed upon that is outside of the Denver Metro area, whichever site is delivered to first. A completed unit shall be considered as a unit that does not require any additional work or upfits to be installed and the delivery is considered complete and acceptable to the City and County of Denver.

If the Supplier does not deliver a completed unit on or prior to the one hundred and eightieth (180<sup>th</sup>) day, the Supplier shall credit five hundred dollars (\$500.00) per unit per thirty (30) calendar days of delinquency, no matter the truck body or upfit. Penalties shall run in thirty (30) calendar day cycles, which means that the amount for credit shall be the same for a unit that is one (1) calendar day late or thirty (30) calendar days late. If a unit continues to be late on the thirty-first (31<sup>st</sup>) day, then a new five hundred (\$500.00) dollar credit shall be applied for that particular unit. This monthly penalty will continue until a finished and complete unit is delivered and accepted to/by the City and County of Denver.

### **6) PRICING:**

All prices and percentages quoted shall be firm and fixed for the initial year of the contract period. Prices and percentages regarding all OEM Parts, Shop Rate, Field Rate, Parts and Components Discounts, and Percentage Discounts towards future Truck Bodies shall remain firm and fixed for the duration of the entire contract period. Prices regarding the purchases of future Truck Body Units may be adjusted annually upon request after the initial term. Prices regarding future Truck Body Units shall be negotiated and mutually agreed upon by the Vendor and the City and County of Denver Purchasing department, provided however, that adjusted increases in prices shall not exceed the inflation rate as defined by the Bureau of Labor Statistics (BLS.gov) PPI for Motor Vehicle Body and Trailer Manufacturing, series ID PCU33621.

<https://beta.bls.gov/dataViewer/view/timeseries/PCU33621-33621>

- Base Index shall be established as the average of the following six (6) months: June 2017 – November 2017. The Adjusted PPI will be based on the six (6) months that are most recent to the future purchase.
- Future vehicle procurements (as applicable) pricing will be calculated as indicated in the following example:
  - Truck Body Units have an original unit purchase price of \$135,000.00 in April of 2018
  - The Base Index is equal to 138.23
  - In June of 2019, the City desires to purchase an additional Truck Bodies with specifications equivalent to originally purchased units from RFP # 0751A (2018)
  - PPI Adjustment index in June of 2019 is 142.57 and was averaged over the previous 6 data points

- The anticipated percentage adjustment would be 3.140%
  - $[(\text{New PPI} - \text{Old PPI}) / \text{Old PPI}] \times 100\% = \text{Adjusted PPI \% increase/decrease}$
  - $[(142.57 - 138.23) / 138.23] \times 100\% = 3.1396\% - \text{Rounded to } 3.140\%$
- The anticipated price for June 2019 for an equivalent unit would be  $\$135,000.00 \times 3.140\% = \$4,239.00$   
 $+ \$135,000.00$  (Original Base Year Price = \$139,239.00)

8.1.2024- 7.31.2025 Service Rates Below

*All items in Additional Items Pricing below shall be firm and fixed for the life of the contract, except as noted and updated*

<i>Additional Items Pricing</i>	<i>Price/Percentage</i>
Standard Shop Rate	\$205.00 / Hour
Standard Field Rate	\$220.00/ Hour
Expedited Shop Rate	\$220.00/Hour
Expedited Field Rate (Vendor Tech to arrive within two (2) hours of City call/request)	\$220.00 /Hour
Parts Percentage Discount offered for various truck body parts (All other brands of parts that are not included in the section below)	Manufacture list price LESS 10% At Vendor's Cost -- 0% markup
<del>Volume pricing shall be firm and fixed for the life of the contract</del>	
<i>Volume Items Pricing</i>	<i>Price/Percentage</i>
Ordering of one to five (1-5) units	Base Bid Price
Ordering of six to ten (6-10) units	<del>Less \$1,000.00 per unit</del>
Ordering of eleven or more (11+) units	<del>Less \$2,000.00 per unit</del>
<i>Additional brands of components and corresponding discounts for all future parts and replacement parts needs</i> <i>(All prices are for goods only; installation labor to be quoted per unit)</i> <i>(All price percentage discounts are firm and fixed for the life of the contract)</i>	
<i>Additional Items Pricing Percentages</i>	<i>Price/Percentage</i>
Boss Snowplows – Entire catalog	-10% list price to Denver
Weatherguard Truck and Van – Entire catalog	-15% list price to Denver
Monroe Snow and Ice – Entire catalog	-10% list price to Denver
Whelen Lighting	-10% list price to Denver
Force America	-20% list price to Denver
Certified Power	-20% list price to Denver

## 7) PARTS AND COMPONENTS PRICE UPDATES:

- a) Price list(s) changes/ updates will be allowed to go in effect only if preceded by a 15-calendar day written notice by the vendor to the City.
- b) Vendors will be allowed to submit price list changes only once in any one 180-day time period, after the initial twelve (12) months of the contract start date
- c) Vendor updated pricing is to be submitted to Purchasing and City agencies.
- d) Revised Published Price Lists will be accepted only in the event of an industry-wide price change, as evidenced by the issuance of revised price lists by the manufacturer and/or a justification acceptable to the Director of Purchasing.



**8) BASE REQUIREMENTS:**

**a) PRODUCT RETURN PROTOCOL**

- i) Agencies shall receive full credit for any parts/ components returned within 365 days of initial delivery.
- ii) Agencies shall receive a minimum of one-half (1/2) or greater credit for any parts/ components returned within 366-720 days of initial delivery.
- iii) The only exception(s) that will be made for 8)a)i) and 8)a)ii) shall be for non-stock/special order items, for which a re-stock fee may apply. However, if an item is deemed as non-stock or as a special order, the Supplier shall notify and receive authorization from the requesting City Agency prior to placing the order.
- iv) Vendor shall contact each using agency within thirty days of agreement initiation to collaborate in relation to return parts/ components protocol(s).

**b) PALLETS**

- i) All pallets supplied shall be non-returnable (unless City agency requires it) and no deposit shall be applied.

**c) PARTS CONSIGNMENT**

- i) The Vendor shall consider consignment requests on behalf of City agencies.
  - (1) The Purchasing Division will arbitrate consignment arrangements when necessary.

**d) PARTS AND COMPONENT CONSIDERATIONS:**

- i) Standard City Parts and Component Delivery Protocol:
- ii) Unit prices to be inclusive of shipping and freight: F.O.B. Destination- Denver, Colorado-City and County of Denver property, delivered to multiple City locations.
- iii) The Vendor will be required to maintain adequate local inventories to cover normal usage by agencies of the City.
- iv) The Vendor shall have the ability to provide a minimum of two (2) deliveries to each City maintenance facility listed above in F.O.B. Point for repair parts. Additional delivery locations may be added or removed by the City during the life of this agreement.
- v) Delivery of in-stock / on-hand Parts/ Components, as agreed upon by both parties, at accepted vendor's location are to be delivered FOB Destination-City and County of Denver property at no charge.
  - (1) Orders received Monday-Friday before 12:00 PM requires same day delivery in the afternoon by 5:00 PM or earlier.
  - (2) If the City deems there to be a need for a second daily delivery, then scheduled orders received Monday-Friday after 12:00 PM to 6:00 PM requires next business day (Monday-Friday) delivery before 12:00 PM or earlier.
- vi) The Vendor shall collaborate with City agencies in regards to their specific delivery requirements including but not limited to weekend and potential swing and night shift requirements during periods of emergency.

- vii) Deliveries of items not at accepted vendor location that require shipment from outside the Denver Metro Area are anticipated within 48 hours (Monday through Friday excluding holidays) from the time the order at no charge.
- viii) In the event an order cannot be delivered within the timelines above, the accepted vendor shall contact the agency within two (2) hours of the initial City request and communicate the anticipated lead-time.
- ix) The City shall not compensate the vendor for expedited freight costs for those items specifically identified by each agency in writing that the vendor is to routinely stock for that agency.
- x) The Vendor is to accommodate expedited delivery requests by City agencies as required; the City shall only compensate the vendor for balance of expedited freight costs versus standard delivery costs.
- xi) Vendor will allow the City to pick up parts within two (2) business hours after an order has been placed-when required.
- xii) Continual shortages and expedite requirements on the part of the City due to the accepted vendor's inventory shortages may result in termination of Master Purchase Order agreement.
- xiii) The City reserves the right to purchase from other sources those items which are required on an emergency basis and cannot be supplied immediately from stock by the vendor.

e) PARTS AND COMPONENT WARRANTY

- i) Standard City Warranty Clause:  
Vendor warrants and guarantees to City that all goods furnished under this Master Purchase Order are free from defects in workmanship and materials, are merchantable, and fit for the purposes for which they are to be used. For any goods furnished under this Master Purchase Order which become defective within twelve (12) months (unless otherwise specified) after date of receipt by City, Vendor shall either, at City's election and to City's satisfaction, remedy any and all defects or replace the defective goods at no expense to City within seven (7) days of receipt of the defective goods or accept the defective goods for full credit and payment of any return shipping charges. Vendor shall be fully responsible for any and all warranty work, regardless of third party warranty coverage. Vendor shall furnish additional or replacement parts at the same prices, conditions and specifications delineated herein.

f) GENUINE MANUFACTURER ASSURANCE

- i) Genuine Manufacturer Parts and Components that vendor sells to the City and County of Denver shall be sourced **directly** from the Genuine Manufacturer Parts and Components Distribution Center(s).
- ii) Supplied Parts and Components Nomenclature/ Identifiers are to correspond with Genuine Manufacturer part numbers.

g) PROCUREMENT METHODOLOGIES-DEFINITIONS

- i) P-CARD: City Agency may utilize a City Credit Card (Procurement Card) for all purchases other than an entire new body.
  - (1) A typical P-Card transaction will not exceed two thousand dollars (\$2,000.00) with any one credit card swipe, however, this is not a hard cap or limit on the City and its needs.
- ii) Blanket PO(Purchase Order): City Agency may establish a Blanket PO, the Agency will place multiple orders using the same PO Number and the Vendor will be required to invoice indicating the same PO number for multiple purchases over time.

- iii) PO- City Agency may issue a single PO for a specific set of items for a specific instance; the Vendor will be required to invoice indicating the specific PO number.
- iv) Catalog: The City Agency will order items through the City's ERP 'Catalog File' and issue the vendor PO's. The Purchasing Division, City Agency, and Vendor will continually collaborate to identify and update specific items and their pricing in the City 'Item File'.
- v) Note: The City reserves the right to add/ delete/ change procurement methodologies for manufacture line items herein throughout the term of Master Purchase Order agreement and any renewal periods.

h) PARTS AND COMPONENT BILLING

- i) Vendor shall be able to accommodate combined periodic billing as required.
- ii) Payment methodology may include ACH, check or credit card (P-Card/ Procurement Card) for replacement parts
- iii) The Supplier cannot offer a separate pricing structure or charge an additional fee(s) for procurement (credit) card purchases for parts and components.

i) CATALOG FILE (PARTS/ COMPONENTS):

- i) The City has implemented a SKU (Stock Keeping Unit) inventory-tracking module into its financial system, known internally as the 'Item File';
- ii) It is a specific requirement of this contract Supplier collaborate with the City to introduce and maintain specific SKU's/ Items within the City's 'Catalog File' (as required);
- iii) The protocol for the City/ Vendor/ SKU 'Catalog File' collaboration includes but is not limited to the following:
- iv) Specific items will be identified by the City to be become a SKU/ Item;
  - (1) The City and vendor will collaborate to determine the SKU/ Item description;
  - (2) Specific SKU/Catalog pricing will be determined by applying the vendor's price percentage adjustment to the price list and price column identified by the vendor for each SKU/ Item or as determined by specific bid price for the SKU/ Catalog (as applicable);
  - (3) The SKU/ Catalog price will be fixed for finite periods as determined by the City;
  - (4) City Agencies will order the SKU/ Catalog via the City's Purchasing Division's Procurement Module and issue the vendor Purchase Orders;
  - (5) The vendor shall enter/ populate City SKU/ Catalog upload templates with required information and pricing;

j) SUPPLIER PERFORMANCE MANAGEMENT:

- i) The City will administer a Supplier performance management program as part this agreement. The purpose of this program is to create a method for documenting and advising the Purchasing Department of exceptional performance or any problems related to the purchased goods and services.

ii) Supplier will be required to furnish a performance report to the buyer on an annual basis, no later than the anniversary date of the applicable Master Purchase Order or City Contract, may provide at a minimum the following information:

iii) FOR GOODS

- (1) Total dollar value of purchases per City Agency
- (2) Total number of transactions per City Agency
- (3) Percentage of items shipped from local stock
- (4) Percentage of items backordered
- (5) Average delivery time for stock material
- (6) Average delivery time for backorders

**Reference Nos.:**

**CITY AND COUNTY OF DENVER  
Technical Specifications and Bid Items  
For a  
Tandem Axle Multi-Purpose Dump Truck with Options**

**1.0 General Description**

A new current model year 13-yard multi-purpose front discharging live bottom dump body to be installed on a new current model year, Class 8, 66,000 GVWR (plate certified) business class tandem axle truck. The 13-yard multi-purpose front discharging live bottom dump body is intended to be installed on the cab and chassis ( See Attached Specification Documents for Information on the Cab and Chassis) The 13-yard multi-purpose front discharging live bottom dump body shall be compatible and suitable for installation and powered by a turbo-charged diesel engine with charge air cooling, a 66,000 GVWR axle/suspension rating less tires with multi-purpose live-bottom dump body configuration and options. The truck shall be suitable for hauling materials from dirt and debris to asphalt and with options for snow plowing and salt/sand spreading or an approved equal.

**1.1 Standard Factory Equipment**

All standard factory equipment shall be included with the vehicle/equipment; no deletions of standard factory equipment will be permitted unless specifically superseded in these specifications. Accessories not specifically mentioned herein but necessary to furnish a complete unit ready for use shall also be included.

**1.2 Government Requirements (where applicable)**

The vehicle/equipment shall be built to, and perform in accordance with, all the requirements of the latest edition of the following standards and specifications:

- FHWA, Federal Highway Administration
- SAE, Society of Automotive Engineers Specifications
- FMVSS, Federal Motor Vehicle Safety Standards
- DOT, Department of Transportation Regulations
- AWS, American Welding Society Standards
- PUC, Public Utilities Commission (Colorado)

**1.3 Workmanship and Durability**

Workmanship throughout the vehicle/equipment shall conform to the highest standards. Durability shall be sufficient to allow safe and efficient operation of the equipment/vehicle.

**1.4 Completion of Bid Items and Alternates**

Vendor shall complete each line item in "Offered Equipment" and "Cost" columns in the following manner:

- A. Provide vehicle/equipment's technical information: in "Offered Equipment" provide technical information as requested and provide cost of item in "Cost" column.

## Strategic Long-Term Procurement of Various Truck Bodies with Service and Parts Consideration

- B. Included Standard Equipment: in "Offered Equipment" column provide technical information as requested for standard equipment in, "Cost" column write NC for "No Charge".
- C. Differences: in "RED" ink in "Offered Equipment" column adjacent to Description of Equipment provide information on the item being offered, in "Cost" column provide cost if there is a bid item cost.
- D. Vendors shall break out and list costs for each specification section. Failure to break out proposed costs may cause proposal to be non-responsive. Breakout costs will be used for comparisons clarifying cost issues and if deletions to the specifications need to be made.

### 1.5

#### Major Areas of Concern

	Description of Concern
A.	<p>Operator Cab Area to include:</p> <ol style="list-style-type: none"> <li>1. Steering wheel belly room.</li> <li>2. Shoulder leg and hip room.</li> <li>3. Head room.</li> <li>4. Operator's vision.</li> <li>5. Floor height and step distances.</li> <li>6. Ergonomic layout of vehicle and all body controls.</li> <li>7. Ease and speed of operation of all functions.</li> </ol>
B.	<p>Mirror width for use in narrow and obstructed areas to include:</p> <ol style="list-style-type: none"> <li>1. Overall extended mirror width.</li> <li>2. Minimum mirror width.</li> <li>3. Ability for mirrors to be hit by obstructions (branches etc) and absorb the hit without damage.</li> <li>4. Ability for mirrors to be reset or adjusted into position without operator leaving operator's station.</li> </ol>
C.	<p>Dual Function Ability:</p> <ol style="list-style-type: none"> <li>1. Primary function is to efficiently and safely transport hot asphalt to City paving projects and discharge the asphalt into the City paving machines efficiently and at proper temperature for efficient mat lay down of the asphalt.</li> <li>2. Secondary functions are: to efficiently and safely: <ol style="list-style-type: none"> <li>a. Efficiently plow City streets of snow and ice during and after snow storms.</li> <li>b. Distribute granular de-icing agents onto the City streets in prescribed tons/mile and record dispensed amounts.</li> </ol> </li> <li>3. Ability to easily and quickly switch between primary and secondary functions.</li> </ol>
D.	<p>Warranty:</p> <ol style="list-style-type: none"> <li>1. Ability and cost to obtain an extended warranty on dump body, hoist, snowplow/spreader controls and hydraulic system.</li> <li>2. Location of warranty providers.</li> </ol>
E.	<p>Service Ability:</p> <ol style="list-style-type: none"> <li>1. Ability to easily service cab and chassis items that require regular (yearly or less) servicing and maintenance.</li> <li>2. Ability to easily service dump body, snowplow, hydraulic system and spreader body components/items that require regular (yearly or less) adjusting, servicing and maintenance.</li> </ol>

2.0

**Build Status of Vehicles:**

2.1

**Contractor and all sub vendors after receipt of the City's purchase order shall:**

The primary Contractor (prime vendor) shall be responsible for providing within 15 business days to the City a "Preliminary Build Status Plan" to include but not limited to:

1. The "Build Status Plan" shall include sufficient detail to assure that the ordered units will meet specifications and be built to the highest quality standards and be delivered on time.
2. Placement date of initial order with the cab and chassis manufacture.
3. Cab and chassis manufacturer's date of order acceptance. Written order confirmation is required.
4. Placement date of initial order with the body manufacture.
5. Body manufacturer's date of order acceptance. Written order confirmation is required.
6. Build date for cab and chassis to include start date and completion date.
7. Build date for body to include start date and completion date.
8. Delivery date of the cab and chassis to the sub vendor's body manufacturer.
9. Beginning and completion dates for installation of the body on the cab and chassis.
10. Ship date for the completed vehicle (cab and chassis with body) from sub vendor's body manufacturer to Denver and which location shipped to.
11. Contractor and sub vendors local vehicle preparation time.
12. Delivery of a completed vehicle meeting specifications to the City.

2.2

**The Contractor shall contact all sub vendors:**

The Contractor shall contact all sub-contractors providing accessories and equipment for the vehicle (s) and provide the sub-contractors with the a list of all accessories and equipment, manufacturer's order confirmation, order number, vehicle specifications, build date and delivery date to dealer from the vehicle manufacturer on the ordered vehicle. It is the primary selling dealer's responsibility to assure that the sub-contractors orders the accessories and equipment and has the items in stock and is prepared to install the accessories and equipment items when the vehicle arrives at the dealership.

## 3.0

### Basic Requirements or Approved Equal.

The following equipment is intended to be installed on the cab and chassis that is currently in the bid process with the City, RFP # 0750A (2018)  
The cab and chassis shall be compatible and suitable for the installation of the following body equipment without modifications.

## 3.1

### 13-Yard Stainless Steel Multi-Purpose Dump Body or approved equal

Description of Equipment		Offered Equipment		Cost
A.	<p>General Description: The multi-purpose front discharging live-bottom body shall perform multiple purposes efficiently. They are:</p> <ol style="list-style-type: none"> <li>1. In the paving season the body shall transport and off load hot asphalt into the City's paving machines.</li> <li>2. During snow occurrences the body shall efficiently dispense either salt or sand materials onto City streets with spreading rates as low as 10-lbs per lane mile to a maximum of 150-lbs per lane mile with a 1" gate opening.</li> <li>3. The body shall also transport sweeper tailings to dump sites.</li> <li>4. The body shall also be capable of transporting and efficiently off-loading dirt, gravel, cobble and other general construction materials.</li> </ol>	<p>Make: <b>Monroe</b> Model: <b>RDS180-96-56</b></p> <p><b>Yes</b> No</p> <p>Low Spread Rate: <b>10</b> lbs/lane mile</p> <p>High Spread Rate: <b>150</b> lbs/lane mile</p> <p><b>Yes</b> No</p> <p><b>Yes</b> No</p>		\$42,743.00



## Strategic Long-Term Procurement of Various Truck Bodies with Service and Parts Consideration

<p>B. Stainless Steel Multi-Purpose Live-Bottom Body Construction</p> <ol style="list-style-type: none"> <li>Length: 15'6".</li> <li>Interior Width: 88-inches.</li> <li>Interior wall height: 44-inch.</li> <li>Volume without sideboards: 11.2-cu. yds.</li> <li>Volume with sideboards: 13.2-cu yds</li> <li>The side walls shall radius slope from the vertical sidewall to the flat floor at the conveyor. The radius/slope shall provide for self-cleaning and feeding of materials on to the conveyor. No large "flat" floor/side sections due to poor cleanout of materials</li> <li>The dump body shall have a flat front head sheet or a small/partial dog house to allow for hoist clearance.</li> <li>Tailgate:             <ol style="list-style-type: none"> <li>Height 50" or 6" higher than sidewalls</li> <li>Tailgate shall be "asphalt type" sloped rearward for efficient dump/discharging asphalt into the City's asphalt pavers.</li> </ol> </li> <li>Side walls, head sheet, longsheet, top rail and tailgate shall be constructed of 1-piece no splicing of material and be fully welded.</li> <li>Discharge, front of body</li> </ol>	<p>Body Length: 15'6"</p> <p>Body Width: 88"</p> <p>Wall Height: 44"</p> <p>Volume without side boards: 11.2 yds<sup>3</sup></p> <p>Yes No</p> <p>Width of Flat section: 0" in</p> <p>Body is self-cleaning/clearing with intended materials to be hauled in the body: Yes No</p> <p>Dog House Yes No</p> <p>Dog House Size: 16" W x 35" T x 16" D</p> <p>Height: 50" in</p> <p>Tailgate Type: Asphalt</p> <p>Yes No</p> <p>Discharge Location: Between the frame rails</p> <p>INCLUDED</p>
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	Description of Equipment	Offered Equipment	Cost
C.	<p>Material:</p> <ol style="list-style-type: none"> <li>Sides, 1-piece, 7-gauge/ 3/16" minimum, 201 stainless steel.</li> <li>Head sheet 1-piece, 7-gauge/ 3/16" 201 stainless steel and conform to the body contour. Fully welded inside and outside.</li> <li>Top rail shall be a box formed 7-gauge/ 3/16" 201 stainless steel self-cleaning design (sloped to inside the body) with the top rail over lapping the side wall for additional stiffness.</li> <li>Rear corner posts shall be full depth from top of the tailgate to the bottom of the longills, 7-gauge/ 3/16", 201 stainless steel.</li> <li>Longills shall be fully gusseted 1/4", 201 stainless steel, 14" deep.</li> <li>Lower cross members shall be 7-gauge/ 3/16" x 3" x 2" channel welded to the base of the longills on 2' centers</li> <li>Top cross members shall be 7-gauge/ 3/16" x 3' x 3" formed angle welded to the top of the longills on 12" centers.</li> </ol>	<p>Material Size &amp; Type: <u>7 Gauge 201 SS</u></p> <p>Material Size &amp; Type: <u>7 Gauge 201 SS</u></p> <p>Material Size &amp; Type: <u>7 Gauge 201 SS</u></p> <p>Quantity: <u>N/A</u></p> <p>Material Size &amp; Type: <u>7 Gauge 201 SS</u></p> <p>Material Size &amp; Type: <u>1/4" 201 SS</u></p> <p>Material Size &amp; Type: <u>7 Gauge 201 SS</u></p> <p>Material Size &amp; Type: <u>7 Gauge 201 SS</u></p>	<p>\$ <u>Included</u></p>
D.	<p>Under Structure:</p> <ol style="list-style-type: none"> <li>Cross members 4" boxed beam 1/4" 201 stainless steel on 12" centers gusseted to longitudinal beams at each beam.</li> <li>Longitudinal beams maximum height 14" boxed-beam 1/4" 201 stainless steel.</li> <li>Longitudinal beams shall mount on extruded rubber strips.</li> <li>Mylar insulator to prevent electrolysis shall separate all dissimilar metals (steel, aluminum).</li> </ol>	<p>Material Size &amp; Type: <u>1/4" 201 SS</u></p> <p>Material Size &amp; Type: <u>1/4" 201 SS</u></p> <p>Height: <u>14"</u> in  Yes  Yes  No For Aluminum Bodies Only  No For Aluminum Bodies Only</p>	<p>\$ <u>Included</u></p>
E.	<p>Conveyor Floor:</p> <ol style="list-style-type: none"> <li>The floor shall be minimum 1/4" AR 400 steel</li> <li>The floor shall be easily replaceable (bolt-in).</li> <li>The floor shall have 7-gauge/ 3/16" 201 stainless steel conveyor chain guards.</li> <li>The chain guards shall be easily replaceable (bolt-in).</li> </ol>	<p>Material Size &amp; Type: <u>1/4" AR400</u></p> <p>Yes  No  Yes  No  Yes  No</p>	<p>Included</p>
	<p>Conveyor Floor Cover:</p> <ol style="list-style-type: none"> <li>The conveyor shall have a 1/4" steel slide-in conveyor cover for use when not using the conveyor for dispensing salt/sand.</li> <li>The covers shall have 2 D-hooks for lifting</li> <li>The conveyor cover shall be secured to the body so that it cannot come loose or come out during dumping of loads</li> <li>How is the floor cover installed and removed (explain)</li> </ol>	<p>Material Size &amp; Type: <u>1/4" 201 SS</u></p> <p>Yes  No  How Secured to Body: <u>Bolted to the body; remove bolts and lift out using the D-hooks</u></p>	<p>Included</p>

	Description of Equipment	Offered Equipment	Cost
G.	<p>Conveyor:</p> <ol style="list-style-type: none"> <li>Conveyor shall be forward discharging</li> <li>Conveyor chain width: 24" measured outside edge of chain to outside edge.</li> <li>Conveyor chain: pintle D667XH type with 26,000-lb tensile strength per stand carbon steel with stainless steel pins and cotter pins</li> <li>Cross bars: 1-1/2" x 1/2" spaced on every chain link approximately 2-1/4" spacing (tight spacing).</li> <li>Drive sprockets: 8 tooth, carbon steel keyed to 2" dia. Shaft minimum.</li> <li>Conveyor motor: 9-hp @ 1,500 psi/15 gpm high-torque, low speed hydraulic motor direct drive to a reduction gearbox.</li> <li>Conveyor bearings: self-aligning, shielded ball flange bearings easily lubricated from central location at rear of unit.</li> <li>Chain wiper: provided at front of conveyor unit.</li> <li>Chain adjustment is not spring-loaded idler shaft with 3" minimum adjustment. Chain shall be easy to adjust from rear of spreader.</li> </ol>	<p>Discharge Direction: <u>Forward</u></p> <p>Chain Width: <u>24"</u></p> <p>Pin Material: <u>D667hx</u></p> <p>Cross Bar Spacing: <u>2 1/4"</u></p> <p>Shaft Size: <u>2"</u> in</p> <p>Motor Specs: <u>18 cubic inch</u></p> <p>Connector Type: <u>Keyed Shaft</u></p> <p>Bearing Type: <u>Roller</u></p> <p>Yes No Yes No Yes No</p>	Included
H.	<p>Material Feed Gate:</p> <ol style="list-style-type: none"> <li>Material feed gate shall be set for 3 openings: <ol style="list-style-type: none"> <li>A non-adjustable 1" open position measured from top of the conveyor cross bar.</li> <li>Full closed which prevents salt/sand from dribbling out onto the conveyor.</li> <li>Full. Open position for maintenance purposes.</li> </ol> </li> <li>Feed gate opening 10" high x 19" wide, material stainless steel.</li> <li>The material feed gate shall manually open/adjust and pin in position with a stainless steel spring loaded pin caged to the handle.</li> </ol>	<p>Yes No</p> <p>Yes No</p> <p>Yes No</p> <p>Opening Size: <u>10" x 19"</u></p> <p>Yes No</p>	Included
I.	<p>Spinner and Chute:</p> <ol style="list-style-type: none"> <li>The spinner shall be mounted under the front of the body below the conveyor.</li> <li>The spinner assembly shall be polyurethane with 6 radial distribution fins.</li> <li>The spinner assembly shall be easy and quick to remove for summer and reinstall for winter. <ol style="list-style-type: none"> <li>Installation and remove time shall take no longer than 30 minutes with 4 minimum spring loaded stainless steel caged pin brackets. (Bolts are not preferred)</li> </ol> </li> </ol>	<p>Location: <u>Under front of body, below conveyor</u></p> <p>Material Size &amp; Type: <u>24" Poly</u></p> <p>Yes No</p> <p>Install/Removal Time: <u>30 Minutes</u></p>	Included

## Strategic Long-Term Procurement of Various Truck Bodies with Service and Parts Consideration

Request for Proposal No. 0751A (2018)

	Description of Equipment	Offered Equipment	Cost
	<p>b. The truck frame attachments shall mate to the lower chute/spinner assembly. The attachment shall use two ¾" handle pins with 14-3/8" grip through the plate brackets mating into female holes in the chute/spinner assembly frame.</p> <p>c. When chute/spinner is removed from the truck only mounting brackets shall remain on the truck.</p> <p>d. The spinner hydraulic connections shall be thru a multi-hose lever-arm connector system.</p> <p>e. The system shall be a Faster Quick Release Coupling Multi-Faster Series set up the same as City units CH150 thru CH153. (no approved equals)</p> <p>1) Female Coupler: P/N 2P508-4-12-N-F</p> <p>2) Male Coupler: P/N 2P508-4-12-N-M</p> <p>4. All male/female fittings shall have protective cover guards to prevent dirt and damage when the hoses are disconnected</p> <p>5. Spinner disk shall be direct mounted on 7.5-hp @ 1500 psi/12 gpm high-torque, low speed hydraulic motor shaft, material carbon steel. Motor shall have built-in speed sensor with "Brad Harrison" connector.</p> <p>6. The 24" spinner disc shall be ½" thick poly with six straight flights</p> <p>7. The chute shall have an internal baffle and shall direct salt/sand around the driveline.</p>	<p>Yes</p> <p>No</p> <p>Yes</p> <p>No</p> <p>Yes</p> <p>No</p> <p>Yes</p> <p>No</p> <p>Make: <b>Faster</b> Model: <b>Quick Release 9</b></p> <p>Part Number: <b>2P508-4-12-N-F</b></p> <p>Part Number: <b>2P508-4-12-N-M</b></p> <p>Make: <b>White</b> Model: <b>200050F3115AANAA</b></p> <p>Motor Specs: <b>3.2 cubic in. connector</b></p> <p>Connector Type: <b>Brad Harrison</b></p> <p>Yes</p> <p>No</p> <p>Yes</p> <p>No</p>	<p>Included</p>
J.	<p>Spinner Deflector Shields:</p> <p>1. Spinner Shields:</p> <p>a. Sides, 2 shields, adjustable. Constructed of stainless steel.</p> <p>b. Left side, 1 shield, adjustable. Constructed of stainless steel</p> <p>c. Right side, 1 shield, adjustable deflector. Constructed of 7 ga. stainless with a 32" diameter and an 11° convex to deflect the material downward.</p> <p>2. One (1) rear easily removable for driveline maintenance and repair covering of ¼", 2-ply reinforced rubber shall be installed between the conveyor and around the driveline to prevent salt/sand</p>	<p>Yes</p> <p>No</p> <p>Yes</p> <p>No</p> <p>Yes</p> <p>No</p> <p>Yes</p> <p>No</p> <p>Yes</p> <p>No</p> <p>Yes</p> <p>No</p>	<p>Included</p>

	Description of Equipment	Offered Equipment	Cost
	<p>3. Driveline protection, easily removable for maintenance and repair.</p> <ol style="list-style-type: none"> <li>Protective covering shall be ¼" thick, 2-ply, reinforced rubber</li> <li>Installed in and below the truck frame in front of the front drive axle to prevent salt/sand materials from contacting the vehicle axles, suspension, brakes and other components located in the axle area of the truck.</li> <li>The rubber skirting shall extend down to within 10" of the pavement</li> <li>The rubber skirting shall be easily removable for maintenance and repair, 15 minutes maximum.</li> </ol>	<p><b>Yes</b>      No</p> <p>Location: <u>per Spec</u></p> <p>Height Above Pavement: <b>10"</b> _____ in</p> <p>Removal/Reinstall Time: <b>15</b> _____ minutes</p>	Included
K.	<p>Heavy-Duty Tailgate:</p> <ol style="list-style-type: none"> <li>Rear tailgate shall be "high lift" forward hinged 12" on top with dump-thru capabilities. The "high lift" is desired for easier dumping of snow and leafs.</li> <li>Tailgate construction: <ol style="list-style-type: none"> <li>50" high x 88" wide, 6-panel, 7-gauge/ 3/16" 201 stainless steel with a 10-gauge perimeter boxed reinforcement.</li> <li>Offset top hardware.</li> <li>Fully welded construction with reinforced hinge and latch points.</li> <li>Tailgate chains shall be covered to prevent body damage.</li> </ol> </li> <li>Hinge pins shall stainless steel. The pins shall also be drilled for a safety hairpin cotter pin.</li> <li>Safety hairpin cotter pins shall be 302 stainless steel and attached to the body with attachment chain to prevent loss. A safety pin storage hole shall be provided at each location.</li> </ol>	<p>Panels: <b>6 horizontal panels</b> _____</p> <p>Material Size &amp; Type: _____</p> <p><b>Yes</b>      No <b>Yes</b>      No</p> <p>Pin Type: <b>1 ½" round stock stainless steel</b> _____</p> <p><b>Yes</b>      No</p>	\$ Included
L.	<p>Banjo Plates:</p> <ol style="list-style-type: none"> <li>Banjo plates, 201 stainless steel, added for support/safety chains at rear corner posts and tail gate as required.</li> <li>Tailgate shall be able to operate in partial to full open position.</li> </ol>	<p><b>Yes</b>      No <b>Yes</b>      No</p>	\$_Included_
M.	<p>Cab Protector:</p> <ol style="list-style-type: none"> <li>Cab protector 1/8" , 201 stainless steel load bearing type 36" in length with a 10" inset on both sides to provide vehicle exhaust clearance and be symmetrical.</li> <li>Cab protector shall be inset 10" per side to provide 6" minimum clearance to the exhaust pipe.</li> <li>Cab protector shall have provisions for safety strobe lights, Whelen Model 500 series surface mount with branch protection.</li> </ol>	<p>Size: <b>36" x 74"</b> _____</p> <p>Inset Amount: <b>10"</b> _____ in</p> <p><b>Yes</b>      No</p>	\$_Included_

	Description of Equipment	Offered Equipment	Cost
N.	Horizontal and Vertical Members: 1. All horizontal and vertical members shall be self-cleaning to prevent material build up.	Yes No	\$_Included_
O.	Side Board Holders: 1. Height at top of the side boards shall not exceed 8'-10" 2. Side board holders shall be bolt thru design for with a 4" width. 3. Sideboards 3" x 7" stainless steel C-Channel with a 3" wide x 3" high, P/N CACD830 Acme Rubber Company (1.800.222.2263) 4. The dock bumper shall be bolt attached thru a continuous strip of 3/16" stainless steel, bolted on 8" centers, to the top of the stainless steel C-channel.	Height @ Top of Side Boards: 8'-10" Yes No Make: Monroe Model: CCD Special Yes No	\$_Included_
P.	Tie Down Rail: 1. Tarp tie-down rail or 5 evenly spaced hooks on side of body and on tailgate. 2. Tie-down rail and hooks shall be 3/8" dia. 201 stainless steel minimum.	Tie Down Rail Yes No Hooks Quantity: Yes No	Included
Q.	Rear Fenders: 1. Fenders shall be full body length with 3" formed outer lips. 2. Fenders shall be constructed from 7-gauge/ 3/16", 201 stainless steel 3. Fenders shall be reinforced to the body at the front and rear of the body minimum	Yes No Yes No Yes No	Included
R.	Suspension Protection: 1. For Hendrickson rear RTE-463 walking-beam, multi-leaf spring system, dual spring rate. a. Rear rubber skirting to 10" above the pavement shall extend across the rear to prevent asphalt from getting onto the rear suspension and causing damage. b. Front rubber skirting to 10" above the pavement shall extend across the front of the suspension to prevent salt/sand from getting onto the rear suspension and causing damage. c. The rubber skirting shall be easily removable for maintenance and repair, 15 minutes maximum.	Yes No Height Above Pavement: 10" inch Yes No Height Above Pavement: 10" inch Removal Time: 15 minutes	\$_Included_ \$_Included_ \$_Included_
S.	Shovel Bracket: 1. Shovel hook bracket (2 required) located on the left and right side wheel cover of the dump body. 2. The bracket shall be a spring-loaded snap-close clamp to secure the shovel handle to the body with a retention bracket for the top end of the shovel to slide into. The shove blade shall face forward.	Yes No Yes No	\$_Included_

	Description of Equipment	Offered Equipment	Cost
T.	<p><b>Toolbox:</b></p> <ol style="list-style-type: none"> <li>1. A toolbox shall be installed on top of the left rear fender just forward of the tandem dual tires.</li> <li>2. The toolbox shall fit the body contour on the back side.</li> <li>3. The toolbox shall be 66" L x Fender Width x 16" T.</li> <li>4. The toolbox door shall be bottom hinged with stainless cable stops on each end of the door</li> <li>5. The box shall be constructed of 304 stainless steel material.</li> </ol>	<p>Location: <u>top of left rear fender</u></p> <p><b>Yes</b> No</p> <p>Toolbox Size: <u>66</u> x <u>16</u> x <u>Taper</u></p> <p><b>Yes</b> No</p> <p><b>Yes</b> No</p>	\$_Included_
U.	<p><b>Mudguards:</b></p> <ol style="list-style-type: none"> <li>1. Front of tandem aluminum.</li> <li>2. Rear of tandem heavy-duty rubber anti-sail type. The mud flaps shall be easy to swing forward and hook above the rear tire. The latch system shall have a reinforced hole on the mud flap and a hook on the body to retain the mud flap.</li> <li>3. The rear mud flap hinge joint shall be chain type (no axle type allowed)</li> <li>4. The mud flaps shall not come unhooked when the dump body is raised for dumping into the paving machines.</li> </ol>	<p><b>Yes</b> No</p> <p><b>Yes</b> No</p> <p>Hinge Type: <u>Stored</u> <b>Yes</b></p> <p>No</p>	\$_Included_
V.	<p><b>Ladder</b></p> <ol style="list-style-type: none"> <li>1. Mounted left and right rear side of body centered above the rear tire.</li> <li>2. Ladder rungs shall be open grip strut non-slip type.</li> <li>3. Ladder portion below the body shall be a bolt-on type.</li> <li>4. Rungs shall be evenly spaced</li> <li>5. Left side 1st rungs no more than 22" above the ground.</li> <li>6. Right side 1st rungs no more than 22" above the ground.</li> </ol>	<p>Location: <u>left and right center over tire</u></p> <p>Rung Material: <u>grip strut</u></p> <p>1<sup>st</sup> Rung Height: <u>22"</u> inches</p> <p>1<sup>st</sup> Rung Height: <u>22"</u> inches</p>	\$_Included_
W.	<p><b>Vibrator,</b></p> <ol style="list-style-type: none"> <li>1. Vibrator, 2 required, shall be a Cougar DC-1100 12-vDC or approved equal:</li> <li>2. Dump body shall have a 12-vDC electric vibrator securely attached to the each lower side of the dump body structure.</li> <li>3. Each vibrator shall produce a minimum of 1,000-lbs of centrifugal force.</li> <li>4. Mounting bolts shall not protrude through the floor.</li> <li>5. A stainless steel safety cable shall secure the vibrator to the body with a minimum of two attachment points located on opposite sides on the vibrator to prevent the vibrator from falling off if the bolts come loose.</li> <li>6. The vibrator shall be mounted using Grade 8 fasteners, washers</li> </ol>	<p>Make: <u>Cougar</u> Model: <u>DC-1100</u></p> <p><b>Yes</b> No</p> <p>Force: <u>1000 LBS</u></p> <p><b>Yes</b> No</p> <p><b>Yes</b> No</p>	\$ Included_



	Description of Equipment	Offered Equipment	Cost
	<p>7. The electrical system shall include and lock nuts.</p> <p>a. Operator abuse automatic timer shutdown. The timer shall be mounted in a location/manner to prevent operator adjustment.</p> <p>b. Automatic overload protection.</p> <p>c. Copper #4 welding cable minimum.</p> <p>d. Cab mounted momentary operator button wired through a constant-duty solenoid.</p> <p>8. The vibrator shall be fully sealed against high-pressure wash water, corrosion, and road dirt.</p> <p>9. The vibrator shall be maintenance free not requiring lubrication or other routine maintenance functions except checking mounting bolts.</p>	<p>Yes No</p> <p>Yes No</p> <p>Cable Size: #4</p> <p>Yes No</p> <p>Yes No</p> <p>Yes No</p>	Included
X.	<p>Vehicle Rear Lights: (No Approved Equals)</p> <p>1. All lights shall be Truck-Lite "Lifetime Warranty" 12vDC, LED type, flush mount, sealed Lexan body, grommet insulated with Fit' N Forget multi-pin plugs where possible.</p> <p>2. Integral Stop/Turn/Tail/ Lights mounted in the rear corner post of the dump body model Super 44 P/N 44302R or model 60 P/N 60250R.</p> <p>3. Back up lights Truck-Lite LED, flush mount, sealed Lexan body, grommet insulated, multi-pin units model 44 P/N 44206C.</p> <p>4. Marker lights Truck-Lite LED 3 per side model 10 P/N 10250R or 10250Y or model 30 P/N 30250R or 30250Y.</p> <p>5. Rear ID bar Truck-Lite LED model 35 P/N 35741R or 35740R.</p> <p>6. License plate light, Truck-Lite model 15 P/N 15040</p> <p>7. Wiring shall be sealed Fit' N Forget modular plug-in type where possible.</p> <p>8. Salt/sand spreader illumination light Ecco PN E92007 500 lumens. The light shall be installed to provide night vision at the spreader for the operator but shall not blind on-coming traffic. Location shall be mutually determined at installation</p> <p>9. Dielectric grease shall be applied to all plug connections and terminals to prevent corrosion.</p>	<p>Make: Truck Light Per Spec</p> <p>Yes No</p> <p>Yes No</p> <p>Yes No</p> <p>Yes No</p> <p>Yes No</p> <p>Yes No</p> <p>Yes No</p> <p>Make: Ecco Model: E92007</p> <p>Yes No</p>	<p>\$_Included_</p> <p>\$_Included_</p> <p>\$_Included_</p> <p>\$_Included_</p> <p>\$_Included_</p> <p>\$_Included_</p> <p>\$_Included_</p> <p>\$_Included_</p>
Y.	<p>Strobe Light System:</p> <p>Rear Corner Posts:</p> <p>1. Whelen 500 series rubber grommet flush mount system "Ultra Bright" LED strobe/flasher.</p> <p>2. Strobe lights shall be located as follows:</p> <p>a. Rear corner posts top, (1) required per side Whelen 500 Series</p>	<p>Make: Whelen Model: 500 Series</p>	<p>\$_Included_</p> <p>\$_Included_</p>



**CCD EXHIBIT A - SC-00003211 - Continued**  
**Request for Proposal No. 0751A (2018)**  
**Strategic Long-Term Procurement of Various Truck Bodies with Service and Parts Consideration**

Description of Equipment	Offered Equipment	Cost
<p>1. Installed above the integral Stop/Turn/Tail/ Lights.</p> <p>2. "Amber", grommet mounted top left side.</p> <p>3. "Blue", grommet mounted top right side.</p> <p>Cab Protector:</p> <p>3. Whelen Model 500 series surface mount with branch protection LED strobe, (2) required per side one front facing and one side facing on front outer corners of the cab protector.</p> <p>a. "Amber", mounted left side P/N 50A03ZAR. (2 required)</p> <p>b. "Blue", mounted right side P/N 50B03ZBR. (2 required)</p> <p>c. Brush Guard P/N 5-BRUSH (4 required)</p> <p>4. The warning lights shall operate off the "TouchGuard Control" panel Spec Section 3.6.E, with 1 switch per strobe light, with light to indicate the strobe is on shall be provided. The TouchGuard package shall consist of a contained CANbus system with 6 individual 15 amp circuits with programmable I/O including N/O, N/C, Toggle or Momentary functionality.</p> <p>5. Dielectric grease shall be applied to all plug connections and terminals to prevent corrosion.</p>	<p>Make: Whelen Model: 500 Series</p> <p>Yes No</p> <p>Note: No section 3.6.E is found</p> <p>Yes No</p>	<p>\$ Included_</p> <p>\$ Included_</p> <p>\$ Included</p> <p>\$ Included_</p> <p>\$ Included_</p> <p>\$ Included_</p> <p>\$ Included_</p>
<b>Base 15-Yard Live Floor Dump Body Equipment SUB TOTAL COST:</b>		<b>\$ 42,743.00</b>

## 3.2

### Body Hoist or approved equal:

Description of Equipment		Offered Equipment	Cost
A.	<p>Body Hoist:</p> <ol style="list-style-type: none"> <li>1. Hoist, Mailhot CS series double acting, nitrated cylinders, direct lift nominal 27.5-ton hoist or approved equal. Vendor shall load test and verify that the hoist is appropriate for its intended use.</li> <li>2. The hoist capacity and design shall be appropriate to lift a fully heaped load of asphalt, wet sand or design water load.</li> <li>3. Hoist material medium-tensile steel meeting NTEA Class 100 requirements.</li> <li>4. Hoist shall be "Direct Lift" type design with the initial cylinder force directed upward for sufficient breakaway force and cylinder force to lift the loads outlined in Sec 3.7.A.2.</li> <li>5. Hoist pivot point bearings shall be greaseless composite bearing material "Never Require Lubrication".</li> <li>6. Hoist capacity: 79,800 lbs. on 1<sup>st</sup> stage @ 2,500 psi.</li> <li>7. Hydraulic system pressure 2,500-psig maximum with 27.5-ton capacity rated at 70% or less of system capacity.</li> <li>8. Vendor shall demonstrate with load lift test that the hoist is proper for the application and the City's intended use.</li> </ol>	<p>Make: <b>Mailhot</b> Model: <b>CS Series</b>  NTEA Type: <b>Direct Lift</b> Class: <b>100</b>  Ton Rating: <b>27.5</b> tons</p> <p>Hoist Type: <b>Direct Lift</b></p> <p><b>Yes</b>      <b>No</b></p> <p>Capacity: <b>39.5</b> tons at <b>2500</b> psig</p> <p>Hoist Cycle Time: <b>45</b> seconds  <b>Yes</b>      <b>No</b></p>	<p>\$5,699.06</p> <p>\$Included</p>

**0003211 - Continued**  
Request for Proposal No. 0751A (2018)  
Strategic Long-Term Procurement of Various Truck Bodies with Service and Parts Consideration

**\$5,699.00**

# CCD EXHIBIT A - SC-00003211 - Continued

Request for Proposal No. 0751A (2018)  
Strategic Long-Term Procurement of Various Truck Bodies with Service and Parts Consideration

## 3.3 Hydraulic System and Controls: The following describes a Component Technology hydraulic system. See option section for Force/Monroe I-Grip hydraulic system, and Force America Single Stick hydraulic system. Specs are attached for each.

	Description of Equipment	Offered Equipment	Cost
A.	Hydraulic System Perimeters and Drive Method: 1. Hydraulic system shall operate off of the truck's system at low engine idle (750 rpm) and remain functional at all engine speeds not gaining increased performance above low engine idle speed. 2. Chelsea model 890 transmission "Hot Shift" PTO with hydraulic pump direct mounted to rear of the transmission with a fully enclosed "wet" drive shaft. PTO shall be rated for 670 lb-ft of torque constant duty.	Engine Operating RPM: 600-2000 rpm  PTO Direct Mount: <b>Yes</b> No Make: Chelsea Model: 890	\$ Included  \$ Included
B.	Hydraulic System Design: 1. Hydraulic System shall be closed center, pressure compensated, load sensing type to provide hydraulic power to all accessories. All hydraulic components shall operate effectively and efficiently at	System Type: <u>Danfoss Closed Center</u> <u>Pressure and Load Compensated</u>	\$ Included
	Description of Equipment	Offered Equipment	Cost
	2,500 psi. 2. Pressure gauges for each hydraulic circuit shall be glycerin filled. 3. To augment the circuit pressure gauges the active hydraulic circuit pressure shall be displayed on the Operator Screen 4. Hydraulic Pump shall be cast iron variable displacement load sensing piston type, 5. Hydraulic pump size sufficient to operate the dump body snowplow and sand spreader, (approximate size 5.5 cid [cubic inch displacement] for transmission mount application), pump shall not interfere with the drive shaft or other items that require periodic service or repair. 6. SAE rear ports, SAE type mounting flange. Pump shall be rated for pressures up to 5,000 psi. Pump shall be Sauer Danfoss Series 45 direct mounted to the rear of the transmission using a Chelsea 890 series constant mesh PTO. 7. Hydraulic system shall operate at 2,500-psig maximum operational pressure and 40 gpm minimum at 1,700 rpm. 8. The hydraulic system shall be proper for intended use	<b>Yes</b> No  Make: Danfoss Model: Series 45 JRS75CLS  Pump Size: <u>4.75</u> cid  Operating Pressure: Max 5000 psig  Pump Make: <u>Danfoss</u> Model: Series 45 JRS75CLS Flow: 40 gpm @ 2500 psi @ 1700 rpm PTO Make: <u>Chelsea</u> Model: <u>890 LEFJW</u>  <b>Yes</b> No  <b>Yes</b> No	\$ Included \$ Included \$ Included  \$ Included   \$ Included \$ Included

C.	<p>Hydraulic Reservoir and Valve Enclosure System:</p> <ol style="list-style-type: none"> <li>Hydraulic reservoir/enclosure shall be mounted on the driver's side of the truck frame behind the cab, constructed of 10 gauge steel, "Black" powder coated, 35 gallon nominal capacity and equipped with the following:</li> <li>Hydraulic oil shall be ISO Grade 32 multi-viscosity with a -40°F pour point.</li> <li>Valve assembly to be enclosed in the tank structure.</li> <li>Magnetic drain plug.</li> <li>Oil level and temperature sight gauge cage protected. The oil level indicator line shall be permanent (No Decals/Stickers)</li> <li>Internal baffle</li> <li>Filler breather assembly w/mesh basket and chain.</li> <li>Raised formed flange for breather</li> <li>Suction port 2" NPT located, backside, one inch off of bottom</li> <li>Suction strainer two inch NPT 100 mesh</li> <li>Drain port ¾ inch NPT on bottom</li> <li>Provisions for tank mount filter</li> <li>Valve 2" full flow brass ball valve shall be plumbed at the suction port of the tank</li> <li>Valve compartment shall have an easily removable, no tools required, sealed access for servicing valves.</li> </ol>	<p>Reservoir Volume: 35 Nominal gallons</p> <p>Oil Type: <u>Brad Pen 32</u></p> <p>Yes No Yes No Yes No Yes No Yes No Yes No Yes No Yes No</p> <p>Size: 2 ½" Mesh Size: 100 Size: 2" NPT Size: 2"</p> <p>Yes No Yes No Yes</p>	<p>\$ Included</p> <p>\$ Included</p> <p>\$ Included</p> <p>\$ Included</p> <p>\$ Included</p> <p>\$ Included</p> <p>\$ Included</p> <p>\$ Included</p> <p>\$ Included</p> <p>\$ Included</p> <p>\$ Included</p> <p>\$ Included</p>
D.	<p>Description of Equipment</p> <p>Hydraulic Filtration:</p> <ol style="list-style-type: none"> <li>In-tank hydraulic filter. <ol style="list-style-type: none"> <li>Rated for no less than 80 gpm</li> <li>Filter Schroeder CPI SG03020010 with KZ 10 Synthetic 10 micro-glass element with visual condition indicator gage</li> </ol> </li> <li>High Pressure, Pressure line Parker model (World Pressure Filter) WPF 7,000 psig rated with 7-micron absolute tandem type (1 per pump).</li> </ol>	<p>Offered Equipment</p> <p>Yes No Rating: 80 gpm Make: Schroeder CPI Model SG03020014 Filter Rating: 10 microns Make: Parker Model WPF302QEV Filter Size: 7 microns</p>	<p>Cost</p> <p>\$ Included</p> <p>\$ Included</p> <p>\$ Included</p>

E.	<p>Hydraulic Control Valve Section:</p> <ol style="list-style-type: none"> <li>The hydraulic valve section shall be a modular manifold design that will efficiently and effectively operate either a front mount salt/sand conveyor and spinner, slid-in salt/sand spreader with liquid (prewet, anti-ice @ 15 gal/lane mile and ice blast @ 75gal/lane mile), dump hoist and other specified hydraulically driven components.</li> <li>Each hydraulic function shall have its own individual manifold stacked together to form the manifold base.</li> <li>The manifold shall consist of: <ol style="list-style-type: none"> <li>Inlet porting: SAE #16.</li> <li>Outlet porting: SAE #20.</li> <li>Load sense porting: SAE #4.</li> </ol> </li> <li>The dump body manifold shall be stacked next to the inlet port.</li> <li>The hydraulic control valves shall be pulse-width modulated and proportionally controlled.</li> <li>Each hydraulic valve segment shall be individually mounted to the manifold base assembly and be serviceable without removing any hydraulic hoses or other hydraulic valve segments.</li> <li>Each hydraulic valve segment shall have its own individual heavy-duty, continuous-duty solenoid coil.</li> <li>Each solenoid coil shall have an LED power indicator light for troubleshooting and have water/magnesium proof AMP Jr. Style connectors.</li> <li>All coils shall operate on 12vDC and require a maximum of 1,400 mille-amps.</li> <li>Each hydraulic valve shall be equipped with a cam lever style manual override except for the conveyor and spinner sections (these will have thumb screw overrides). Overrides shall be easy to access and operate.</li> <li>Valve flow ratings:</li> </ol>	<p>Make: Danfoss Model: <u>PVG32/100</u></p> <p><b>Yes</b> <u>No</u></p> <p><b>Yes</b> <u>No</u></p> <p>Size: <u>16</u></p> <p>Size: <u>16</u></p> <p>Size: <u>4</u></p> <p>Manifold Design: <u>Sections with Spreader Manifold</u></p> <p>Valve Type: <u>Electric PWM Danfoss PVG32/100</u></p> <p><b>Yes</b> <u>No</u></p> <p><b>Yes</b> <u>No</u></p> <p><b>Yes</b> <u>No</u></p> <p><b>Yes</b> <u>No</u></p> <p><b>Yes</b> <u>No</u></p> <p><b>Yes</b> <u>No</u></p> <p>\$ Included</p> <p>\$ Included</p> <p>\$ Included</p> <p>\$ Included</p> <p>\$ Included</p> <p>\$ Included</p> <p>\$ Included</p>
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	Description of Equipment	Offered Equipment	Cost
	<p>a. Dump body section shall be a Sauer Danfoss PVG100 rated at 47-gpm minimum.</p> <p>b. All other sections shall be rated at 27-gpm minimum.</p> <p>11. The sand/salt spreader manifold shall have 5 valve cartridge ports for:</p> <p>a. Conveyor</p> <p>b. Spinner</p> <p>c. Prewet (blank/plugged for future use)</p> <p>d. Anti-Ice (blank/plugged for future use)</p> <p>e. Spare (blank/plugged for future use)</p> <p>12. Control valve specifications</p> <p>a. Dump Body Hoist: 4-way double acting with 500 psi down side work port relief valve.</p> <p>b. Plow Lift: 4-way double acting with 500 psi down side work port relief valve</p> <p>c. Plow Angling: 4-way double acting</p> <p>d. Conveyor: 2-way cartridge style flow control with manual override rated at 17-gpm</p> <p>e. Spinner: 2-way cartridge style flow control with manual override rated at 7-gpm</p> <p>f. Spare (blank/plugged for future use) Note: Moved from 11.e above</p>	<p>Make: <u>Danfoss</u> Model: <u>PVG100 w PRV</u></p> <p>Rating: <u>39 A/R</u> gpm</p> <p>Rating: <u>10.6-27.0 A/R</u> gpm</p> <p>Yes No</p> <p>Yes No</p> <p>Yes No</p> <p>Yes No</p> <p>Yes No</p> <p>Yes No</p> <p>Yes No</p> <p>Yes No</p> <p>GPM: 17.6 Motor w LSRV</p> <p>Yes No GPM: 10.6 Cylinder</p> <p>Yes No GPM: 17</p> <p>Yes No</p> <p>GPM: 7</p> <p>GPM: 26.4 Cylinder w LSRV</p>	<p>\$ Included</p> <p>\$ Included</p> <p>\$ Included</p> <p>\$ Included</p> <p>\$ Included</p> <p>\$ Included</p> <p>\$ Included</p> <p>\$ Included</p> <p>\$ Included</p> <p>\$ Included</p> <p>\$ Included</p> <p>\$ Included</p> <p>\$ Included</p>

F.	<p>Plow Edge Protection System:</p> <ol style="list-style-type: none"> <li>The snowplow edge protection system shall function to: <ol style="list-style-type: none"> <li>Reduce plow weight on snowplow edge.</li> <li>Eliminate the requirement for castor support wheels.</li> <li>Add hydraulic up (lift) pressure to snowplow lift circuit to reduce weight of the plow on the roadway.</li> </ol> </li> <li>The cumulative weight of the plow weight and hydraulic down pressure shall be adjustable and balanced with up/lift hydraulic pressure to provide efficient snowplowing and reduce plow edge wear.</li> <li>Adjustments shall be sealed/tamperproof so only authorized personnel can make adjustments to plow balance settings.</li> <li>The snowplow shall be <i>free to follow the contour of the roadway and shall do so utilizing an active modulating hydraulic function that forces the snowplow to the road surface as well as holds (counters) the plow from full force down on the roadway.</i> The net result shall be: <ol style="list-style-type: none"> <li>Plow lift must be immediate to avoid plow or roadway damage.</li> </ol> </li> </ol>	<p>Make: Certified Power Model: SG03030024 CCD Custom Manifold</p> <p>Yes No</p> <p>Yes No</p> <p>How Sealed: ADJ NutLock</p> <p>Yes No</p> <p>Yes No</p>	<p>\$ Included</p> <p>\$ Included</p>
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	Description of Equipment	Offered Equipment	Cost
	<ol style="list-style-type: none"> <li>Plow return to plowing shall be fast to minimize under plowed stretches of roadway.</li> </ol>	Yes No	\$ Included
	5. The amount of both the down force and countering up lift shall be adjustable to provide proper plowing operation.	Yes No	\$ Included
	6. The balance system shall not require being turned off to raise or lower the plow.	Yes No	\$ Included
	7. When the plow balance system is turned off the full weight of the plow shall be applied to the roadway.	Yes No	\$ Included
	8. The plow balance system shall be controlled via CAN integrated rocker switch located on the snowplow control panel. The switch shall be easy to access and lighted when the circuit is in operation.	Yes No	\$ Included
	9. The balance valve system shall utilize manifold mounted, solenoid activated cartridge valves.	Yes No	\$ Included
	10. Each solenoid coil shall have an LED power indicator light for troubleshooting and have water/magnesium chloride proof Din connectors.	Yes No	\$ Included
	11. Each hydraulic valve segment shall have its own individual heavy-duty, continuous-duty solenoid coil.	Yes No	\$ Included
	12. Hydraulic test ports for field observation of control pressures shall be provided in a very easy to access location.	Yes No	\$ Included



G.	<p>Snowplow, Spreader and Hoist Control System or Approved Equal:</p> <ol style="list-style-type: none"> <li>1. Certified Power "Freedom" <b>ACS XDS</b> Control system with the following characteristics or Approved Equal.</li> <li>2. A complete in-cab integral console control system shall include all hydraulic functions, spreader functions, auxiliary functions, warning indicators and diagnostic and programming functions.</li> <li>3. The <b>ACS XDS</b> system shall be ergonomically mounted on a center floor or seat mounted armrest design control console as follows::</li> <li>4. The winter snowplow/snow fighting and summer systems shall:               <ol style="list-style-type: none"> <li>a. Communicate over a CAN Open system bus using CAN Open protocol and shall not be a proprietary communication protocol.</li> <li>b. The system shall consist of four primary modules that reside on the Bus and allow flexibility in mounting configurations.</li> <li>c. The system is completely expandable and allows for additional modules to be added to the CAN Bus.</li> <li>d. All four primary components of the system are firmware upgradeable using a <b>USB Device</b> or laptop and Certified Power, Inc. interface cable(s).</li> </ol> </li> </ol> <p>The configuration file for a calibrated system can be saved for transfer to other systems <b>via USB Device</b> or as a backup providing the ability to use specific configurations for varying vehicle use or operator skill level.</p> <p>e.</p>	<p>Make: Certified Power_ Model: Freedom XDS _____</p> <p><b>Yes</b> No</p> <p><b>Yes</b> No</p> <p>Type System: <u>CAN Open Protocol</u></p> <p>Number of Modules: <u>4 Primary w Expansion</u></p> <p><b>Yes</b> No</p> <p><b>Yes</b> No</p> <p><b>Yes</b> No</p> <p>\$ Included</p> <p>\$ Included</p>
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## Strategic Long-Term Procurement of Various Truck Bodies with Service and Parts Consideration

	Yes	No
f. The original setup configuration shall be maintained at the factory as a secondary backup and is traceable by part number.	Yes	No
g. The system shall incorporate three levels of security and access that is password protected and defined by the user. No tools, PC or Fobs are required.	Yes	No
h. There shall be three levels of access called 1) "operator", 2) "technician" and 3) "administrator" shall give the user varying levels of access to the system setup, data, configuration fields and parameters based upon access given.	Yes	No
1) Operator shall only have access for on-screen data and collection of dispersion data.	Yes	No
2) Technician shall be capable of calibrating and diagnosis	Yes	No
3) Administrator shall have full access to all menus in the system and have the ability to make system configuration changes as well as system parameter changes.	Yes	No
5. The in-cab control system panel shall support up to 10 rocker switch inputs and up to 4 joystick inputs.		Rocker #: 10 Joystick #: Up to 8 Joystick Inputs
6. The ACS (Advanced Control System) XDS Display		Screen Type: 7" Color LCD Touch Screen ___ Display Size: 4" x 6"
a. The display screen shall have:	Yes	No
b. A fully sealed TFT-LCD (Thin Film Transistor Liquid Crystal Display) constructed using a sandwich-like structure with the liquid crystals between two glass plates. Color LCD Touch Screen Display.	Yes	No
c. The display size shall be a 4" x 6" minimum.	Yes	No
d. The TFT LCD graphic display shall have auto dimming backlight that is user adjustable.	Yes	No
e. The screen shall have a USB Port for User Save/Restore Menus Ethernet port for accessing a built-in Web server. The operator display screen can be used to configure or troubleshoot a system without connecting to a PC or Laptop.	Yes	No
f. The interface shall utilize a User configurable GUI Internet Explorer and not require any proprietary software to connect to the system.	Yes	No
g. The display shall incorporate fully field configurable inputs and outputs; 4 X 32 bit Processor, 1 meg+ 16MB RAM	Yes	No
h. The display shall have a built in diagnostic feature allowing technicians to view all input signals in real time.	Yes	No

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Description of Equipment	Offered Equipment	Cost
<p>s. The liquid functions shall automatically stop due to low level or overspeed conditions (provided but not used this application).</p> <p>t. The system shall automatically go into "override" mode in the event of sensor failure(s). The failure(s) shall be logged in diagnostic error log.</p> <p>u. The active functions that are not in use shall show "off" and the graphic display shall be "grayed out" for ease of operator interpretation.</p> <p>7. The <b>ACS XDS</b> Operator Control Panel:</p> <p>a. The operator panel shall have a molded silicone rubber keypad utilizing separate high life magnetic snap action switches and 3 high life magnetic 16 position detented encoders used for:</p> <p>1) Rate.</p> <p>2) Lane.</p> <p>3) Liquid control (provided but not used this application).</p> <p>b. The operator shall be able to easily and quickly adjust spread rate within allowed rates:</p> <p>Granular: 10 lbs./lane mile to 150 lbs./lane mile</p> <p>Liquid: 15 gal/lane mile to 75 gal/lane mile (not active)</p> <p>c. The detented positions will be user programmable as to the value of each increment in the setup menu.</p> <p>d. The operator panel provides input capabilities to support RS232, RS422, truck speed input, and multiple digital I/O.</p> <p>e. The panel shall have provisions for Roadwatch or Vaisala Surface Patrol road/air temperature sending unit input for indication on Operator Display.</p> <p>f. The panel shall have built in LED backlighting that automatically dims with the display for night viewing.</p> <p>g. The panel shall incorporate Blast and Pause (Interrupt) functions.</p> <p>h. The panel shall incorporate mode, product and select switches integrated in the panel.</p> <p>i. The spreader and liquid functions when controlled, utilizing the closed loop feedback shall incorporate and "auto trim" feature that will allow the system to automatically set the PWM minimums and maximums when engaged.</p> <p>j. The software shall incorporate a "test speed" mode for use in testing the system safely without requiring the truck to be moving or the drive axles engaged.</p>	<p>Yes</p> <p>No</p> <p>Yes</p> <p>No</p> <p>Yes</p> <p>No</p> <p>Panel Material: <u>Hard Plastic w Protective side rails</u></p> <p>Yes</p> <p>No</p> <p>Yes</p> <p>No</p> <p>Yes</p> <p>No</p> <p>Yes</p> <p>No</p> <p>Yes</p> <p>No</p> <p>Yes</p> <p>No</p> <p>Yes</p> <p>No</p> <p>Allowed Rate: 10 to 150 Lbs/lane mile</p> <p>Allowed Rate: 15 to 75 gal/lane mile</p> <p>Yes</p> <p>No</p> <p>Yes</p> <p>No</p> <p>Yes</p> <p>No</p> <p>Yes</p> <p>No</p> <p>Yes</p> <p>No</p> <p>Yes</p> <p>No</p> <p>Digital Inputs: 25 Joystick Axis: 5</p>	<p>\$ Included</p> <p>\$ Included</p>

Description of Equipment	Offered Equipment	Cost
<p>8. The <b>ACS XDS</b> Joystick and Joystick Module:</p> <ol style="list-style-type: none"> <li>Joystick Module shall include: (14) digital Inputs and (5) Joystick Axis inputs with Float(s) provisions.</li> <li>Control of snow plow and body dump hoist shall be through a multi-function electric joystick. The joystick shall be a fully proportional 3-axis joystick with four operating modes plus blast and pass buttons.</li> <li>The current operation mode shall be displayed on the Operator Screen.</li> <li>The joystick functions shall permanently and clearly labeled functions.</li> <li>An easy to use dead-man trigger provision must be provided on joystick control.</li> <li>The operating mode/blast/pass buttons shall be user programmable as follows: <ol style="list-style-type: none"> <li>Top row, left to right: Hoist, Plow, Open for Scraper, Open for Wing.</li> <li>Bottom row, left to right: Blast, Pass.</li> </ol> </li> <li>The snowplow functions shall be: <ol style="list-style-type: none"> <li>Forward movement = Plow Lower.</li> <li>Rearward movement = Plow Raise.</li> <li>Left movement = Plow Angle Left.</li> <li>Right movement = Plow Angle Right.</li> </ol> </li> <li>Dump body hoist functions as follows: <ol style="list-style-type: none"> <li>Forward movement = Hoist Lower.</li> <li>Rearward movement = Hoist Raise.</li> </ol> </li> </ol> <p>9. The <b>ACS XDS</b> Hydraulic and Product Valve Driver Module:</p> <ol style="list-style-type: none"> <li>All electrical connections shall be fully sealed threaded IP68 assemblies for environmental protection and wiring retention.</li> <li>All external wiring shall be TPE fully sealed and with IP68 connections between the driver module and the valves.</li> <li>Output Module to include: <ol style="list-style-type: none"> <li>(14) High-side PWM capable, individually programmable Outputs: <ol style="list-style-type: none"> <li>Analog 4-20 mA, 100 ohm Input (1)</li> <li>Configurable Switch Inputs (NPN or PNP) (8) required.</li> <li>Digital (NPN) Switch Inputs (3) required.</li> <li>Feedback Sensor Inputs (4) required.</li> </ol> </li> <li>All PWM (Pulse Width Modulated) outputs are software</li> </ol> </li> </ol>	<p>Yes No</p> <p>Yes No</p> <p>Yes No</p> <p>How Does It Work: <u>Automatically displays current Operator selection on a pop-up splash screen. Color buttons available.</u></p> <p>Yes No</p> <p>Yes No</p> <p>Yes No</p> <p>Yes No</p> <p>Yes No</p> <p>Yes No</p> <p>Yes No</p> <p>Yes No</p> <p>Yes No</p> <p><b>Provide Sample With Bid Pre-Submittal to Purchasing</b></p> <p>Yes No</p> <p>High Side #: <u>14 PWM</u></p> <p>Analog #: <u>1</u></p> <p>Switch Input #: <u>12</u></p> <p>Digital Switch #: <u>13</u></p> <p>Feedback Sensor #: <u>4</u></p>	<p>\$ Included</p>

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	Description of Equipment	Offered Equipment	Cost
	<p>configurable and can be controlled by closed loop operation, proportional input devices, or digital input devices.</p> <p>e. Field Programmable Module Ports: Minimum (4) up to (14) additional ports for future system functions or circuit reassignments exclusive of basic system configuration.</p> <p>f. The module for system safety shall have over temperature shutdown, over current shutdown, and low voltage shutdown.</p> <p>g. The valve driver module shall reside on the BUS as the "Master" with the module Display and all truck values and configurations will be saved in this module the Display.</p> <p>h. Power and activation to "ACS" XDS will be through a relay module (provided with the "ACS" XDS system).</p> <p>i. All circuits will be ignition switch "Run" activated.</p> <p>j. A complete wiring diagram shall be provided for the specific model provided to include:</p> <ol style="list-style-type: none"> <li>1) Schematic shall be part number and location coded and weather sealed.</li> <li>2) Wiring schematic shall be 24" x 18" minimum size with print 1/8" minimum size.</li> <li>3) Installation and troubleshooting information</li> <li>4) A parts breakdown for the entire "ACS" XDS system shall be provided.</li> </ol> <p>10. The final mounting position of all the operator controls shall be mutually agreed upon at installation.</p>	<p>Field Programmable Port # : 44</p> <p>Yes No</p> <p>Yes No</p> <p>Yes No</p> <p>Yes No</p> <p>Yes No</p> <p>Yes No</p> <p>Yes No</p> <p>Yes No</p> <p>Yes No</p>	<p>\$ Included</p> <p>\$ Included</p> <p>\$ Included</p> <p>\$ Included</p> <p>\$ Included</p>
H.	<p>Hydraulic Hoses (No Approved Equals):</p> <ol style="list-style-type: none"> <li>1. All hoses must have JIC swivel connections at each end located in such a manner to aid in component replacement</li> <li>2. High-pressure hose Parker 451ST SAE 100R17, 1" dia ID steel braided 3,000-psi working pressure.</li> <li>3. Return hose Parker 451ST SAE 100R17, 1" dia ID steel braided 3,000-psi working pressure.</li> <li>4. Suction hose Parker 811HT 4-1/2" 2" dia ID steel reinforced 150-psi working pressure with crimped swivel ends. Note: 2" per 3.3.C.9</li> <li>5. All hydraulic hoses shall be shielded and secured/clamped at 18" intervals to prevent chaffing or damage under the truck.</li> </ol>	<p>Yes No</p> <p>Brand: Parker Type: 100R17</p> <p>Brand: Parker Type: 100R17</p> <p>Brand: Parker Type: 811HT</p> <p>Yes No</p>	<p>\$ Included</p> <p>\$ Included</p> <p>\$ Included</p> <p>\$ Included</p> <p>\$ Included</p>
	Hydraulic System and Controls SUB TOTAL COST:		
	\$ 33,623.00		

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## 3.4 Tarp System or Approved Equal:

Description of Equipment		Offered Equipment	Cost
A.	<p>Tarp:</p> <ol style="list-style-type: none"> <li>1. Pull Tarp model N9.5E, 12vdc electric tarp system with pull-arms and anti-sail arms.</li> <li>2. Tarp system shall be installed on cab protector with strobe light provisions.</li> <li>3. Tarp must be able to extend approximately 2' past dump body.</li> <li>4. A "Red" LED "tarp open/extended" warning light shall be attached to the cab protector both sides to show that the tarp is open and no dumping is allowed.</li> <li>5. Tarp shall operate off of the "TouchGuard" Screen" control</li> </ol>	<p>Make: Pull Tarp _____ Model: <u>N9</u></p> <p><b>Yes</b>      No</p> <p>Distance: _____</p> <p><b>Yes</b>      <b>No</b></p> <p><b>Conspicuity Tape will be installed on tarp arm</b></p> <p><b>Yes</b>      No      Adequate Circuit Protection Required.</p>	<p>\$ 2,667.00</p> <p>\$ Included</p> <p>\$ Included</p> <p>\$ Included</p>
B.	<p>Tarp Material:</p> <ol style="list-style-type: none"> <li>1. Tarp Asphalt type A-2 14-oz nylon material, asphalt rated urethane coated both sides with "Super Slick Coating" rated at 400°F.</li> </ol>	Tarp Material Rating: <u>Asphalt Rated</u>	\$ Included
C.	<p>Tarp Wind Deflector</p> <ol style="list-style-type: none"> <li>1. A tarp wind deflector shall be provided at front of hopper.</li> </ol>	<b>Yes</b> No	\$ Included
D.	<p>Pull Arms:</p> <ol style="list-style-type: none"> <li>1. Pull arms for tall or irregular loads that load climber will not follow.</li> <li>2. Pull arms shall be easily and quickly replaceable with standard electrical galvanized conduit.</li> <li>3. Anti-sail arms shall be attached to the pull arms</li> </ol>	<p><b>Yes</b>      No</p> <p><b>Yes</b>      No</p> <p><b>Yes</b>      No</p>	<p>\$ Included</p> <p>\$ Included</p>
Tarp System SUB TOTAL COST:		\$ 2,746.00	

## 3.5 Pintle Tow Hook:

Description of Equipment		Offered Equipment	Cost
A.	<p>Pintle Hook Plate:</p> <ol style="list-style-type: none"> <li>1. The pintle hook plates shall be set up to accept a future Holland pintle tow hook 30-ton capacity air cushioned type.</li> <li>2. The pintle tow hook when installed shall not cause interference when unloading materials.</li> <li>3. The pintle hook plate <u>shall not</u> extend more than 4" past the back edge/tread of the rear tires to assure the pintle hook plate does not contact the paver before the truck tires touch the paver hitch arms</li> </ol>	<p><b>Yes</b>      No</p> <p><b>Yes</b>      No</p> <p><b>Yes</b>      No</p>	<p>\$ Included</p> <p>\$ Included</p>



B.	Mounting 1. Steel plate 3/4" thick mounted and gusseted to truck frame. 2. Mounting height 24" above the ground at top of pintle hook.	Plate Thickness: <u>1"</u> Height: <u>24"</u> at top of hook	\$ Included
C.	D-rings: 1. D-rings 1"-dia 3" x 4" ID 47,000-lbs MBS 2. Two required for safety chains mounted to steel mounting plate.	D-Ring Spec: <u>Yes</u> No	\$ Included
D.	Description of Equipment Trailer Brake Connections: 1. Air brake connections mounted on steel mounting plate. Swing- away glad hands with steel covers. 2. Air Brake connector: (type "A") for electrical SAE J560 7-way primary trailer cable receptacle brake connections for both ABS and non-ABS trailers. The receptacle shall be mounted on top left side on steel mounting plate. 3. Electric Brake Trailer Connection: (type "B") factory (OEM) plug-in trailer wiring harness wired to RV heavy-duty female 7-pin connector for ABS and non-ABS trailers. The receptacle shall be mounted on top left side on steel mounting plate. Connector shall be fully sealed and have trailer connector boot installed on the back side to prevent corrosion from snow fighting chemicals. 4. Brake Controller: Draw-Tite Activator 20187 digital plus inertia Trailer Brake Controller (no approved equals). The brake activator shall be installed in an easy to see and access position, but not in a location that interferes or could interfere with the driver or passenger during operation or while entering and exiting the vehicle.	Offered Equipment          Make: <u>Draw-Tite</u> Model: <u>Activator 20187</u>	Cost          \$ Included \$ Included \$ Included  \$ Included \$ Included
Pintle Tow Hook SUB TOTAL COST:		\$ 2,667.00	



## 3.6 Snowplow System Monroe 10-Foot Snowplow, Model MPPJ39R10-ISTT-PLG-POLY and Equipment or Approved Equal

<p>A. Snowplow:</p> <ol style="list-style-type: none"> <li>Power reversible, 10-foot long with 39-inch high moldboard and two-section trip edge (5' blade sections).</li> <li>The trip edge shall be able to be easily bolted together for a single trip edge when using rubber cutting edges</li> <li>The provided snow plow shall be interchangeable without modification with City trucks CH119 thru CH144.</li> </ol>	<p>Make: <b>Monroe</b> Model: <b>MPPJ39R10-ISTT</b></p> <p>Trip Edge Sections: <b>2</b> Yes No</p> <p>Interchangeable with CH119 thru CH144 Yes No</p>	<p>\$ 16,715.00</p>
<p>B. Moldboard:</p> <ol style="list-style-type: none"> <li>Mold board 3/8" thick polyethylene, one piece, no splices.</li> </ol> <p>Polyethylene:</p> <ol style="list-style-type: none"> <li>Ultra-high molecular weight polyethylene material.</li> <li>Tensile strength 7,000 psi, ASTM D638.</li> <li>Elongation 800% at break.</li> <li>No breakage when izod impact tested ASTM D256A.</li> <li>New resin material only, color impregnated, ultra violet stabilized.</li> </ol>	<p>Yes No</p> <p>Material: <b>Poly</b></p> <p>Yes No UV Stabilized Yes No Color: <b>Orange</b></p>	<p>\$ Included</p>
<p>C. Trip Edge:</p> <ol style="list-style-type: none"> <li>Trip action: two-section with 3/4" torsion springs shall activate and automatically reset whenever cutting edge comes in contact with an obstruction.</li> <li>The 2 trip sections shall be 5' sections.</li> <li>The blade shall be supported by a 4" x 4" x 3/4" steel angle.</li> <li>Trip action shall prevent damage or dislodging manholes and covers.</li> <li>Torsion springs shall be easily adjustable to adjust for varying plowing conditions.</li> <li>The trip edge shall have provisions for bolting the two (2) 5' sections together into a single trip edge for use with rubber cutting edges.</li> </ol>	<p>Yes No</p> <p>Yes No</p> <p>Yes No</p> <p>Yes No</p> <p>Yes No</p>	<p>\$ Included</p> <p>\$ Included</p> <p>\$ Included</p>
<p>D. Curb Shoes:</p> <ol style="list-style-type: none"> <li>Curb shoes AASHO standard, 3-hole, (2 required), steel 3/4" thick Winter Equipment P/N 0004-5-46 or approved equal with 14 sq. in. of bearing surface,</li> <li>Installed/mounted one on each end of mold board.</li> </ol>	<p>Make: <b>Winter</b> Model: <b>HC-6-3-12</b></p> <p>Yes No</p>	<p>\$ Included</p>
<p>E. Plow Frame:</p> <ol style="list-style-type: none"> <li>Constructed from welded structural steel,</li> <li>Upper frame work and 10 reinforcing ribs minimum 3/8" thick</li> <li>Lower frame 1/2" thick minimum.</li> <li>Plow frame shall be designed to shed debris and prevent entry of debris and moisture into tubes, joints and crevices.</li> </ol>	<p>Yes No</p> <p>Size: <b>3/8"</b></p> <p>Yes No</p>	<p>\$ Included</p>

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F. Cutting edge:

	<p>1. 2-piece, 7 3/4" x 5' x 2" Kuper GK5 with ceramic inserts , molded rubber cutting edge punched with square holes to AASHO standards on 12" centers; ends shall be punched for 3-hole curb shoe (Spec Sec. 11.7-D. The 5/8" dia. mounting holes shall be square; slotted holes are not acceptable or approved equal</p>	<p>Make: <b>Kuper</b> Model: <b>GK5</b></p> <p><b>Yes</b> No</p> <p><b>Yes</b> No</p>	<p>\$ Included</p> <p>\$ Included</p>
G.	<p>Spray Guard:</p> <p>1. Spray guard shall be bolted to top of moldboard</p> <p>2. Material 12" wide x 1/4" thick rubber belt.</p>	<p><b>Yes</b> No</p>	<p>\$ Included</p>
H.	<p>Blade Guides: (No Substitutes)</p> <p>1. Winter Equipment Company (800.294.6837) PN KT-PM36</p> <p>2. Blade guides one per side, 2 required.</p> <p>3. Length 36" long, color "Safety Orange" outer PVC sheeting over wire cable.</p>	<p>Make: <b>Winter</b> PN: <b>PM36</b></p> <p><b>Yes</b> No</p>	<p>\$ Included</p>
I.	<p>Paint:</p> <p>1. Paint shall be "Black" polyester powder epoxy painted, applied following recommended procedures.</p> <p>2. All parts painted prior to assembly.</p> <p>3. Powder epoxy paint shall be a minimum of 2-mils thick.</p> <p>4. Removal of all surface contaminations (grease, welding and surface slag).</p> <p>5. Steel shot blasting of all parts.</p>	<p>Type of Paint: <b>Powder Coat Black</b></p> <p>Paint Thickness: <b>3</b> _____ mils</p> <p><b>Yes</b> No</p> <p><b>Yes</b> No</p>	<p>\$ Included</p>
J.	<p>Castor Wheels Brackets:</p> <p>1. Castor wheels shall be suitable for future installation of Snow- Wheel System Inc. (507) 238-1980, model 6509 swivel snow-wheel with height adjustment. <b>Castor wheels shall not be provided.</b></p> <p>2. The castor wheel mounting plate shall be designed for :</p> <p>a. With a new rubber bit that the castor adjustment arm does not extend out of its sleeve any more than necessary to reduce flexing of the castor wheel adjustment shaft.</p> <p>b. The castor wheel mounting plate shall have 4 different mounting hole sets to allow proper castor wheel height adjustment with either rubber bits or steel cutting edges.</p>	<p>Castor Bracket Cost</p> <p>Number of Castor Mounting Locations: <b>2</b></p>	<p>\$ Included</p>
K.	<p>Joystick Controls:</p> <p>1. The snowplow and all functions shall be joystick controlled.</p> <p>2. The joystick shall be capable of controlling the Monroe model MPPJ39R10-ISTT PLG-Poly front snowplow.</p> <p>3. The snowplow shall operate off the hydraulic system and controls contained in specification section <b>11.4.A thru F of this specification.</b> xxxxxxxxxxxxxxxxx</p>	<p><b>Yes</b> No</p> <p><b>Yes</b> No</p>	<p>\$ Included</p>
<p><b>Snowplow System Monroe 10-Foot Snowplow SUB TOTAL COST: \$ 16,715.00</b></p>			

## 3.7 Monroe Flat Plate Hitch or Approved Equal

	Description of Equipment	Offered Equipment	Cost
A.	<p>Hitch Type:</p> <ol style="list-style-type: none"> <li>Flat plate quick hitch or approved equal shall interchange with existing flat plate hitches installed on City trucks CH119 through CH144 and easily mount/dismount/operate existing Monroe Model MPPJ39R10-ISTT-PLG-POLY snowplows.</li> <li>Truck mounted plate shall be 5/8" thick minimum with two upper steel claws mating upper portion of plow to hitch.</li> <li>Lower attachments shall mate lower portion of plow to hitch. The</li> </ol>	<p>Yes No</p> <p>Plate Thickness: 5/8" Material: A36</p> <p>Yes No</p>	<p>\$Included</p> <p>\$Included</p> <p>\$Included</p>
	<p>attachment shall use male spring-loaded handle operated pins on flat plate hitch mating into a female holes in plow frame.</p> <ol style="list-style-type: none"> <li>The spring loaded latching handle (painted orange) shall be located on the left front of the plow hitch. The handle shall be easy to operate for various size and strength operators.</li> <li>When plow is removed from truck only a flat plate hitch shall remain on the truck. Lifting cylinder and other associated items shall stay with the plow assembly.</li> <li>Plow/hitch design shall not obstruct full forward tilt of the trucks hood assembly. Hose connections shall be in one (1) central easy to access location.</li> </ol>	<p>Yes No</p> <p>Yes No</p> <p>Yes No</p>	<p>\$Included</p> <p>\$Included</p> <p>\$Included</p>

B.	<p>Front Snowplow Hydraulic Quick Release Coupling System:</p> <ol style="list-style-type: none"> <li>The snowplow hydraulic connections shall be thru a multi-hose lever-arm connector system.</li> <li>The system shall be a Faster Quick Release Coupling Multi-Faster Series set up the same as City units CH119 thru CH144. (No Approved Equals) <ol style="list-style-type: none"> <li>Female Coupler: P/N 2P508-4-12-N-F</li> <li>Male Coupler: P/N 2P508-4-12-N-M</li> </ol> </li> <li>All male/female fittings shall have protective cover guards to prevent dirt and damage when the hoses are disconnected</li> </ol>	<p>Make: <u>Faster</u> Model: <u>Quick Release</u></p> <p><b>Yes</b> No</p> <p>Female P/N: <u>2P508-4-12-N-F</u></p> <p>Male P/N: <u>2P508-4-12-N-M</u></p> <p><b>Yes</b> No</p>	<p>\$Included</p> <p>\$Included</p> <p>\$Included</p>
C.	<p>Paint:</p> <ol style="list-style-type: none"> <li>Paint shall be "Black" polyester powder epoxy painted, applied following recommended procedures.</li> <li>All parts painted prior to assembly.</li> <li>Powder epoxy paint shall be a minimum of 2-mils thick.</li> <li>Removal of all surface contaminations (grease, welding and surface slag).</li> <li>Steel shot blasting of all parts.</li> </ol>	<p>Type of Paint: <u>Powder Coat Black</u></p> <p>Paint Thickness: <u>3</u> _____ mils</p> <p><b>Yes</b> No</p> <p><b>Yes</b> No</p>	<p>\$Included</p>
<p><b>Monroe Flat Plate Hitch SUB TOTAL COST:</b></p>		<p><b>\$ 3,080.00</b></p>	

## 3.8 Monroe Snowplow or Approved Equal Miscellaneous Items

	Description of Equipment	Offered Equipment	Cost
A.	<b>Snowplow Lights:</b> 1. Halogen sealed beam plow lights Dominion model 725551 2. Lights shall be installed using rubber cushion pads and 3-point stainless steel brackets to prevent damage from corrosion. Lights shall be installed on truck fenders. 3. Headlight wiring shall be sealed. 4. Wiring connectors shall be as "waterproof" as practical using shrink tube and dielectric grease. 5. All non-factory wire connections (splices, connectors, etc.) shall be soldered and shrink tube insulated with adhesive/melttable sealant, thick wall polyolefin shrink tubing (3M EPS-300 or equal). 6. Dielectric grease shall be applied to all electrical plug terminals and connections to reduce corrosion.	Make: <b>Truck Light</b> Model: <b>80880</b>  Yes No Yes No Yes No Yes No	\$600.00
B.	<b>Paint:</b> 1. Paint shall be "Black" polyester powder epoxy painted, applied following recommended procedures. 2. All parts painted prior to assembly. 3. Powder epoxy paint shall be a minimum of 2-mils thick. 4. Removal of all surface contaminations (grease, welding and surface slag). 5. Steel shot blasting of all parts.	Type of Paint: <b>Powder Coat Paint Black</b> Yes No Paint Thickness: <b>3</b> _____ mils Yes No Yes No	\$ Included
<b>Monroe Snowplow Miscellaneous SUB TOTAL COST:</b>		<b>\$ 600.00</b>	

## 3.9 Sundries Equipment

	Description of Equipment	Offered Equipment	Cost
A.	<b>Driver Height Warning Sign</b> 1. Installed on truck dash providing the travel height of the vehicle. 2. Sign shall be in 1" "white" block letters.	Yes No Yes No	\$ Included
B.	<b>Conspicuity Tape:</b> 1. DOT-C2 Standard No. 108 reflective conspicuity tape 2. Tape shall be applied in symmetrical pattern from middle of panel outward.	Yes No Yes No	\$ Included
<b>Sundries SUB TOTAL COST:</b>		<b>\$ 566.00</b>	

4.0 Optional Equipment

Do not include Optional Equipment in the total price of the vehicle; however, an equipment price must be provided. The City will determine if the equipment is to be purchased.

	Description of Equipment	Offered Equipment	Cost
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Please See Attachments for Additional Options

All requesting Agencies should work with Public Works Fleet Management to ensure all requested /required options are installed.

A.	<div>Options for RDS Dump Bed from above</div> <div><div>1. Length of Dump Bed (to include all standard from above)</div><div><div>a. Reduction in length in 6" increments down to 11'</div><div>b. Increase in length in 6" increments up to 20'</div></div></div> <table><tr><td>Length</td><td>11'</td><td>12'</td><td>13'</td><td>14'</td><td>15'</td><td>16'</td></tr><tr><td>Height</td><td>3' 6"</td><td>\$ (4,851.00)</td><td>\$ (4,250.00)</td><td>\$ (2,590.00)</td><td>\$ (1,850.00)</td><td>\$ (975.00) Base</td></tr><tr><td></td><td>17'</td><td>18'</td><td>19'</td><td>20'</td><td>21'</td><td></td></tr><tr><td>3' 6"</td><td>\$ 1,550.00</td><td>\$ 3,381.00</td><td>\$ 7,484.00</td><td>\$ 12,610.00</td><td>\$ 14,528.00</td><td></td></tr></table> <div>**Note: Only 1 Side Height Option available</div> <div><div>2. Height of Side Board (including D Bumper)</div><div><div>bodies at factory.</div><div><div>a. Reduction in height in 1" increments down to 6"</div><div>b. Increase in length in 1" increments up to 12"</div></div></div><table><tr><td>Length</td><td>11'</td><td>12'</td><td>13'</td><td>14'</td><td>15'</td><td>16'</td></tr><tr><td>Height</td><td>6"</td><td>\$ 2,568.00</td><td>\$ 2,568.00</td><td>\$ 2,568.00</td><td>\$ 2,568.00</td><td>Base</td></tr><tr><td></td><td>9"</td><td>\$ 2,568.00</td><td>\$ 2,568.00</td><td>\$ 2,568.00</td><td>\$ 2,568.00</td><td>\$ 2,631.00</td></tr><tr><td></td><td>12"</td><td>\$ 2,568.00</td><td>\$ 2,568.00</td><td>\$ 2,568.00</td><td>\$ 2,568.00</td><td>\$ 2,946.00</td></tr><tr><td>Length</td><td>17"</td><td>18"</td><td>19"</td><td>20"</td><td>21"</td><td></td></tr><tr><td>Height</td><td>6"</td><td>\$ 2,568.00</td><td>\$ 2,893.00</td><td>\$ 3,016.00</td><td>\$ 3,120.00</td><td>\$ 3,263.00</td></tr><tr><td></td><td>9"</td><td>\$ 3,104.00</td><td>\$ 3,221.00</td><td>\$ 3,369.00</td><td>\$ 3,497.00</td><td>\$ 3,645.00</td></tr><tr><td></td><td>12"</td><td>\$ 3,435.00</td><td>\$ 3,533.00</td><td>\$ 3,365.00</td><td>\$ 3,809.00</td><td>\$ 3,973.00</td></tr></table></div> <div><div>3. Rear Spinner in lieu of Front Discharge Spinner</div><div>(please provide pictures and line drawing of proposed option)</div></div> <div><div>4. Toolbox Length</div><div><div>a. Reduction in height in 6"" increments down to 36"</div><div>66.21" x 16.65" x 24.4" Toolbox</div><div>**Note: 11' – 21' has toolbox molded to the RDS body and is manufactured from 201 Stainless Steel, as such only one size option is available</div></div></div>	Length	11'	12'	13'	14'	15'	16'	Height	3' 6"	\$ (4,851.00)	\$ (4,250.00)	\$ (2,590.00)	\$ (1,850.00)	\$ (975.00) Base		17'	18'	19'	20'	21'		3' 6"	\$ 1,550.00	\$ 3,381.00	\$ 7,484.00	\$ 12,610.00	\$ 14,528.00		Length	11'	12'	13'	14'	15'	16'	Height	6"	\$ 2,568.00	\$ 2,568.00	\$ 2,568.00	\$ 2,568.00	Base		9"	\$ 2,568.00	\$ 2,568.00	\$ 2,568.00	\$ 2,568.00	\$ 2,631.00		12"	\$ 2,568.00	\$ 2,568.00	\$ 2,568.00	\$ 2,568.00	\$ 2,946.00	Length	17"	18"	19"	20"	21"		Height	6"	\$ 2,568.00	\$ 2,893.00	\$ 3,016.00	\$ 3,120.00	\$ 3,263.00		9"	\$ 3,104.00	\$ 3,221.00	\$ 3,369.00	\$ 3,497.00	\$ 3,645.00		12"	\$ 3,435.00	\$ 3,533.00	\$ 3,365.00	\$ 3,809.00	\$ 3,973.00	<div>Yes</div> <div>No</div> <div>Height Above Pavement: N/A</div> <div>See Options for Size &amp; Availability</div> <div>SEE OPTIONS</div> <div>Deduction:</div> <div>\$ (1,024.00)</div> <div>Yes</div> <div>No</div> <div>Height Above Pavement: N/A</div> <div>See Options for Size &amp; Availability</div> <div>SEE OPTIONS</div> <div>Deduction:</div> <div>\$2,322.00</div>
Length	11'	12'	13'	14'	15'	16'																																																																																
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# CCD EXHIBIT A - SC-00003211 - Continued

## Request for Proposal No. 0751A (2018) Strategic Long-Term Procurement of Various Truck Bodies with Service and Parts Consideration

5.	Plows (to include all standard from above)	Make: <u>Monroe</u> Model: <u>MPPJ39R10-ISTT</u>	<u>\$16,715.00</u>
a.	Standard Plow	Yes	<u>\$18,328.00</u>
	11' Plow	No	<u>\$18,740.00</u>
	12' Plow		<u>\$20,894.00</u>
	13' Plow		
6.			
a.	Pusher Axle Options (please list options)	Yes	<u>\$12,700.00</u>
	I. Option 1 Hendrickson Pusher Package w/ Tires and Wheels	No	
	II. Option 2		
	III. Option 3		
	IV. Option 4		
	V. Option 5		
b.	Tag Axle Option (please list options)		
	I. Option 1 Hendrickson Tag Axle Package w/ Tires and Wheels	Yes	<u>\$14,368.00</u>
	II. Option 2 Hendrickson Quad Axle Package w/ Tires and Wheels	Yes	<u>\$25,116.00</u>
c.	Tires	Yes	\$ Included
	I. <del>315/80R22.5</del> 445/50R22.5 for Tag Axle	No	\$ N/A
	a) Single with Wheel		
	b) Dual with Wheel	No	\$ Included
	II. <del>425/65R22.5</del>	Yes	\$ Included
	a) <del>Single with Wheel</del>	No	
	III. 295/60R22.5 For Pusher Axle	Yes	\$ Included
	a) Single with Wheel		
	b) Dual with Wheel		
	12 Foot Folding V Plow - Monroe Snowplow, Model MPV44-52-12-TE-Power V-Plow	Make: <u>Monroe</u> Model: <u>MPV44-52-12-TE</u>	<u>\$27,049.00</u>
	Moldboard:		
	1. Specifications shall describe a two piece power folding moldboard plow with torsion spring trip cutting edge.	Yes	\$ Included
	2. Height of the moldboard shall be 44" at center pivot point and taper to 52" at discharge on both ends with a 6" top punch cutting edge installed.	No	\$ Included
	3. The moldboard sheeting shall be constructed of 10 gauge A569 steel with tensile strength of 55,000# to 70,000#.	Yes	\$ Included
	4. Four vertical support ribs will be flame cut from 5/8" A36 steel with tensile strength of 58,000# to 80,000#. Ribs to be 4" at bottom and 3" at top.	No	\$ Included
	5. Top moldboard angles shall be 3"x3"x3/8"	Yes	\$ Included
		No	<u>\$36</u>



6. Two horizontal support bracings between ribs shall be formed from 1/4" plate steel located 8" and 20" above cutting edge trip pivot.	Yes	No	\$ Included
7. Center pivot pin will be 3" diameter cold rolled round 44" in length.	Yes	No	\$ Included
8. Eight center hinge bushings shall be 4" mechanical tubing with .468 wall thickness. All bushings shall have grease zerks.	Yes	No	\$ Included
9. Hinge bushings to oscillation plate will be welded to 1" plate steel and act as parallelogram lift attachment.	Yes	No	\$ Included
10. Moldboard to include two screw adjustable mushroom jack assemblies to assist and stabilize plow when detached from truck.	Yes	No	\$ Included
The provide snow plow shall be interchangeable without modification to other 5 axle V plow trucks.	Yes	No	\$ Included
Cutting Edges:			
1. Kuper GK-5, 2-piece blade with ceramic inserts in thick molded rubber cutting edge punched with round holes to AASHO standards on 12" centers; ends shall be punched for 3-hole curb shoe (Spec Sec. 11.7-D. The 5/8" dia. mounting holes shall be round; slotted holes are not acceptable.	Make: <u>Kuper</u> Model: <u>GK-5</u>	Yes	\$ Included
2. Cutting edge kit to include wrap around nose guards at center pivot point on moldboard.	Yes	No	\$ Included
3. Cutting edge support angle shall be 3/4" x 4" x 4" with 3/4" flame cut hinge points.	Yes	No	\$ Included
4. The cutting edge support angle is 2 sections pivoting on one piece of 1-1/2" schedule 80 pipe with a piece of 1-1/2" 1040 cold steel with a 1" flame cut steel end welded in to retain the pipe in place.	Yes	No	\$ Included
5. There shall also be 1/2" thick gussets welded on each end of the inside of the cutting edge support angle and midway between all punched holes to provide extra support for the cutting edge.	Yes	No	\$ Included
6. The cutting edge shall have six torsion springs that are encased between the two bottom angles.	Yes	No	\$ Included
7. These springs shall be adjustable by means of a lock which can be loosened or tightened by a thread adjustment. The spring dimensions are to be 3/4" wire, 16.25" left hand turns, 5160H material, and have a 3-3/4" O.D.	Yes	No	\$ Included
	Yes	No	\$ Included

	<p><b>Plow Frame:</b></p> <ol style="list-style-type: none"> <li>The plow shall have a parallelogram leveling push frame which keeps plow moldboard in the same plane to the ground at all points throughout lift travel sequence.</li> <li>Lift cylinder shall be 4"x14.8" stroke, double acting with 2" nitrated rod.</li> <li>Lift linkage will be a nested cradle to act as a float and allow the plow to follow road contour. Cradle will have a rigid pinned position to uncouple plow from truck chassis.</li> <li>Drive frame to include mouse ear style reversing stops, for rollers to ride on when plow is reversed and raised or lowered.</li> <li>The parallel lift frame shall have a minimum pair of reversing cylinders, 3.5" x 20" that are dual acting and have 2" nitride cylinder rods.</li> <li>Reversing frame shall have set of upper and lower lift arms to achieve parallel lifting action.</li> <li>Plow must have oscillation plate built in for plow to react to pavement deviations, and prevent torsion to truck frame.</li> <li>Oscillation kit to provide springs 3.5" OD x 6.75" OAL on each side of swivel to help center and level unit. These are to be adjustable via 1.25" x 5 Acme rod.</li> </ol> <p>Plow portion attaches to truck portion via quick latch system to accept two inch lock pins.</p>	<p>Make: <u>Monroe</u> Model: <u>Parallelogram</u></p> <p>Yes No</p> <p>Yes No</p> <p>Yes No</p> <p>Yes No</p> <p>Yes No</p> <p>Yes No</p> <p>Yes No</p> <p>Yes No</p>	<p>\$ Included</p> <p>\$ Included</p> <p>\$ Included</p> <p>\$ Included</p> <p>\$ Included</p> <p>\$ Included</p> <p>\$ Included</p> <p>\$ Included</p>
	<p>10 Foot Folding V Plow - Monroe Snowplow, Model MPV38-46-10-TE-Power V-Plow</p> <ol style="list-style-type: none"> <li>Plow shall be 10-foot-wide, 38" tall at the center and 44" tall at the discharge on both ends.</li> <li>Plow shall have all standards from above 12 Foot Folding V Plow.</li> </ol>	<p>Make: <u>Monroe</u> Model: <u>MPV358-46-10-TE</u></p> <p>Yes No</p> <p>Yes No</p>	<p>\$25,657.00</p> <p>\$ Included</p> <p>\$ Included</p>

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Standard Dump Bed Material:	Make: Crysteel	Model: MAB-SLSS-84/96	Type of Material: 201 Stainless Steel		
<p>1. Sides, 1-piece, 7-gauge/ <b>3/46"</b> minimum, 201 stainless steel.</p> <p><b>87" ID 96" OD</b></p> <p>Single Panel w/ Rubrail</p> <p>No Side Bracing</p> <p>7GA 201 SS</p> <p>10GA 201 SS Lower Side Rubrail</p>	Yes	No			
<p>2. Head sheet 1-piece, 7-gauge/ <b>3/46"</b> 201 stainless steel .Fully welded inside and outside.</p>	Yes	No			
<p>3. Floor, <b>1/4" AR400 1/4" AR450</b></p>	Yes	No			
<p>4. Top rail shall be a box formed 7-gauge/ <b>3/46"</b> 201 stainless steel self-cleaning design (sloped to inside the body) with the top rail over lapping the side wall for additional stiffness.</p>	Yes	No			
<p>5. Rear corner posts shall be full depth from top of the tailgate to the bottom of the longills, 7-gauge/ <b>3/46"</b>, 201 stainless steel.</p>	Yes	No			
<p>6. Longills shall be fully gusseted 1/4", 201 stainless steel, <b>14"</b> deep.</p>	Yes	No			
<p>7. Lower cross members shall be 7-gauge/ 3/16" x 3" x 2" channel welded to the base of the longills on 2' centers</p> <p>Top cross members shall be 7-gauge/ <b>3/46"</b> x 3' x 3" formed angle welded to the top of the longills on 12" centers.</p>	Yes	No			**See Pricing in Matrix
<p>Under Structure:</p> <p>1. <del>Cross members 4" boxed beam 1/4" 201 stainless steel on 12" centers gusseted to longitudinal beams at each beam.</del></p> <p>2. <del>Longitudinal beams maximum height 14" boxed beam 1/4" 201 stainless steel.</del></p> <p>3. <del>Longitudinal beams shall mount on extruded rubber strips. Mylar insulator to prevent electrolysis shall separate all dissimilar metals (steel, aluminum).</del></p> <p>8" Western Tubular Understructure Crossmemberless Design</p> <p>1/4" 201 Stainless Steel Longills</p> <p>Crossmembers NOT Recommended with 1/4" AR450 Floor</p>	Yes	No			
	Yes	No			
	Yes	No			
	Yes	No			
	Yes	No			

	<p>Heavy-Duty Tailgate High Lift:</p> <ol style="list-style-type: none"> <li>Rear tailgate shall be "high lift" forward hinged 12" on top with dump-thru capabilities. The "high lift" is desired for easier dumping of snow and leaves. Hydraulic High Lift Air Release</li> <li>Tailgate construction:             <ol style="list-style-type: none"> <li>xx" high x 88" wide, 6-panel, 7-gauge/ 3/16"-201 stainless steel with a 10-gauge perimeter boxed reinforcement.</li> <li>Offset top hardware.</li> <li>Fully welded construction with reinforced hinge and latch points.</li> <li>Tailgate chains shall be covered to prevent body damage.</li> </ol> </li> <li>Hinge pins shall be stainless steel. The pins shall also be drilled for a safety hairpin cotter pin. Safety hairpin cotter pins shall be 302 stainless steel and attached to the body with attachment chain to prevent loss. A safety pin storage hole shall be provided at each location.</li> </ol>	<p>Yes      No</p> <p>Yes      No</p> <p>Yes      No</p> <p>Yes      No</p> <p>Yes      No</p> <p>Yes      No</p>	<p>**See Pricing in Matrix</p>
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	<p>Side Board Holders:</p> <p>1. Height at top of the side boards shall not exceed 8" 6" Side Board Pockets</p> <p>2. Side board holders shall be bolt thru design for with a 3" width. 2" Wide Board Pockets</p> <p>Tarp:</p> <p>1. Pull Tarp model N9.5E, 12vdc electric tarp system with pull-arms and anti-sail arms.</p> <p>2. Tarp system shall be installed on cab protector with strobe light provisions.</p> <p>3. Tarp must be able to extend approximately 2' past dump body.</p> <p>4. A "Red" LED "tarp open/extended" warning light shall be attached to the cab protector both sides to show that the trap is open and no dumping is allowed.</p> <p>Tarp shall operate off of the "TouchGuard" Screen" control</p> <p>Tarp Material</p> <p>1. Tarp Asphalt type A-2 14-oz nylon material, asphalt rated urethane coated both sides with "Super Slick Coating" rated at 400°F.</p> <p>Wind Deflector</p> <p>1. A tarp wind deflector shall be provided at front of hopper.</p> <p>Pull Arms</p> <p>1. Pull arms for tall or irregular loads that load climber will not follow.</p> <p>2. Pull arms shall be easily and quickly replaceable with standard electrical galvanized conduit.</p> <p>Anti-sail arms shall be attached to the pull arms</p> <table><tr><td>Lengt</td><td>16</td><td>16'6</td><td>17</td><td>17'6</td><td>18</td><td>18'6</td><td>19</td><td>19'6</td><td>20</td><td>21</td></tr><tr><td>h</td><td>"</td><td>"</td><td>"</td><td>"</td><td>"</td><td>"</td><td>"</td><td>"</td><td>"</td><td>"</td></tr><tr><td>Height</td><td>1'6"</td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr><tr><td></td><td>2'</td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr><tr><td></td><td>2'6"</td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr><tr><td></td><td>3"</td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr><tr><td></td><td>3'6</td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr><tr><td></td><td>4"</td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr><tr><td></td><td>4'6</td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr></table>	Lengt	16	16'6	17	17'6	18	18'6	19	19'6	20	21	h	"	"	"	"	"	"	"	"	"	"	Height	1'6"											2'											2'6"											3"											3'6											4"											4'6										<p>Yes</p> 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	<p>Shovel Bracket:</p> <ol style="list-style-type: none"> <li>Shovel hook bracket (2 required) located on the left and right side wheel cover of the dump body. The bracket shall be a spring-loaded snap-close clamp to secure the shovel handle to the body with a retention bracket for the top end of the shovel to slide into. The shove blade shall face forward.</li> </ol> <p>Mudguards:</p> <ol style="list-style-type: none"> <li>Front of tandem aluminum.</li> <li>Rear of tandem heavy-duty rubber anti-sail type. The mud flaps shall be easy to swing forward and hook above the rear tire. The latch system shall have a reinforced hole on the mud flap and a hook on the body to retain the mud flap.</li> <li>The rear mud flap hinge joint shall be chain type (no axle type allowed)</li> </ol> <p>The mud flaps shall not come unhooked when the dump body is raised for dumping into the paving machines.</p> <p>Ladder</p> <ol style="list-style-type: none"> <li>Mounted left and right rear side of body centered above the rear tire. Rigid Ladder Rear Left &amp; Right Dist. To Verify Location</li> <li>Ladder rungs shall be open grip strut non-slip type.</li> <li>Ladder portion below the body shall be a bolt-on type.</li> <li>Rungs shall be evenly spaced</li> <li>Left side 1st rungs no more than 22" above the ground. Right side 1st rungs no more than 22" above the ground.</li> </ol> <p>Body Hoist</p> <ol style="list-style-type: none"> <li>Mailhot CS or Roller Combo Hoist Must Provide Specs for each RollerCombo Hoist on 11'-17' Bodies Mailhot CS Series on 11'-18' Bodies - Option Marathon Hoist Greaseable Rear Hinge w/ Welded Pin</li> </ol> <p>Dump Body Safety Legs</p> <ol style="list-style-type: none"> <li>(2) Two Safety Legs must be provided to support full load during service operations. Dual Body Props Provided Support Body with Empty Load</li> </ol>	<p>Yes</p> <p>No</p> <p>Yes</p> <p>No</p> <p>Yes</p> <p>No</p> <p>Yes</p> <p>No</p> <p>Yes</p> <p>No</p> <p>Yes</p> <p>No</p> <p>Yes</p> <p>No</p> <p>Yes</p> <p>No</p>	<p>Pricing is included in matrix</p> <p>44</p>
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Vehicle Rear Lights: (No Approved Equals)		2 Oval Cutouts in Each Rear Pillar, Less Lights		**See Pricing in Matrix
1. All lights shall be Truck-Lite "Lifetime Warranty" 12vDC, LED type, flush mount, sealed Lexan body, grommet insulated with Fit' N Forget multi-pin plugs where possible.		Yes	No	
2. Integral Stop/Turn/Tail/ lights mounted in the rear corner post of the dump body model Super 44 P/N 44302R or model 60 P/N 60250R.		Yes	No	
3. Back up lights Truck-Lite LED, flush mount, sealed Lexan body, grommet insulated, multi-pin units model 44 P/N 44206C.		Yes	No	
4. Marker lights Truck-Lite LED 3 per side model 10 P/N 10250R or 10250Y or model 30 P/N 30250R or 30250Y.		Yes	No	
5. Rear ID bar Truck-Lite LED model 35 P/N 35741R or 35740R.		Yes	No	
6. License plate light, Truck-Lite model 15 P/N 15040		Yes	No	
7. Wiring shall be sealed Fit' N Forget modular plug-in type where possible.		Yes	No	
8. Salt/sand spreader illumination light Ecco PN E92007 500 lumens. The light shall be installed to provide night vision at the spreader for the operator but shall not blind on-coming traffic. Location shall be mutually determined at installation				
Dielectric grease shall be applied to all plug connections and terminals to prevent corrosion.				
				45

Dump Bed Pricing with High Lift Gate and Mailhot Lift Cylinder (if not offered, enter N/A)

Height	Length	11'	12'	13'	14'	15'	16'	17'	18'	19'	20'	21'
30"		38289.03	42981.50	43203.40	43890.40	45003.40	45920.40	46494.40	47037.40	47515.40	48034.40	48630.40
36"		42716.65	43329.60	43678.40	N/A	45529.40	46237.40	46992.40	47667.40	48168.40	48691.40	49310.40
42"		42768.55	43381.50	43639.40	44421.40	45533.40	46288.40	46942.40	47714.40	48228.40	48764.40	49397.40
48"		43099.55	43716.50	44018.40	44792.40	45917.40	46619.40	47359.40	48156.40	48683.40	49232.40	49878.40
54"		43486.55	44129.50	44413.40	45201.40	46251.40	47375.40	47724.40	48551.40	49036.40	49655.40	50314.40

Dump Bed Pricing with High Lift Gate and Roller Combo Hoist (If not offered, enter N/A)												
Length	11'	12'	13'	14'	15'	16'	17'	18'	19'	20'	21'	
Height												
30"	39922.41	40492.78	44515.92	47916.57	44121.09	44631.92	45268.89	N/A	N/A	N/A	N/A	
36"	40238.14	40440.88	44477.86	43591.57	44116.76	44594.78	45219.58	N/A	N/A	N/A	N/A	
42"	40620.47	40785.15	44855.87	43961.79	44499.96	44997.87	45635.65	N/A	N/A	N/A	N/A	
48"	41007.13	41188.24	45251.17	44370.94	44833.85	45349.93	46000.68	N/A	N/A	N/A	N/A	
54"	39941.25	43941.9	42861.32	43436.51	43972.04	44672.37	N/A	N/A	N/A	N/A	N/A	

Dump Bed Pricing with Barn Door Tailgate and Mailhot Lift Cylinder  
(If not offered, enter N/A)

Height	Length	11'	12'	13'	14'	15'	16'	17'	18'	19'	20'	21'
30"		41334.38	41915.32	42036.41	42824.27	43936.15	44668.46	45428.46	45970.48	46448.31	46968.36	47563.67
36"		41753.91	42366.85	42610.43	47679.52	44470.73	45258.34	45924.98	46600.20	47101.39	47624.90	48243.56
42"		41702.01	42314.95	42572.37	43354.52	44466.40	45221.20	45875.67	46646.91	47161.07	47697.56	48330.06
48"		42032.44	42659.59	42950.38	43724.74	44849.60	45624.30	46291.74	47088.06	47616.06	48165.56	48811.00
54"		42419.10	43062.68	43345.68	44133.89	45183.49	45976.35	47072.84	47483.37	47968.98	48587.65	49246.10

## Strategic Long-Term Procurement of Various Truck Bodies with Service and Parts Consideration

Dump Bed Pricing with Barn Door Tailgate and Roller Combo Hoist

(If not offered, enter N/A)

Height	Length	11'	12'	13'	14'	15'	16'	17'	18'	19'	20'	21'
30"		38855.87	38974.70	42975.35	43055.27	42580.46	42975.49	43705.82	N/A	N/A	N/A	N/A
36"		39275.40	39426.23	43449.37	46850.02	43054.57	47853.23	44202.34	N/A	N/A	N/A	N/A
42"		39223.50	39374.33	43411.31	42525.02	43050.21	43528.23	44153.03	N/A	N/A	N/A	N/A
48"		39553.93	39718.60	43790.22	42895.24	43433.41	43931.32	44569.10	N/A	N/A	N/A	N/A
54"		39940.59	40121.69	44184.62	43304.39	43767.30	44283.38	44934.13	N/A	N/A	N/A	N/A

# CCD EXHIBIT A - SC-00003211 - Continued

Request for Proposal No. 0751A (2018)  
Strategic Long-Term Procurement of Various Truck Bodies with Service and Parts Consideration

Vibrator:		Included with price matrix	
1. Vibrator shall be a <b>Cougar DC-1400-12-vDC</b> or approved equal:		Yes	No
2. Dump body shall have a <b>12-vDC</b> electric vibrator securely attached to each lower side of the dump body structure.		Yes	No
3. Each vibrator shall produce a minimum of 1,000-lbs of centrifugal force.		Yes	No
4. Mounting bolts shall not protrude through the floor.		Yes	No
5. A stainless-steel safety cable shall secure the vibrator to the body with a minimum of two attachment points located on opposite sides on the vibrator to prevent the vibrator from falling off if the bolts come loose.		Yes	No
6. The vibrator shall be mounted using Grade 8 fasteners, washers and lock nuts.		Yes	No
7. The electrical system shall include		Yes	No
a. Operator abuse automatic timer shutdown. The timer shall be mounted in a location/manner to prevent operator adjustment.		Yes	No
b. Automatic overload protection.		Yes	No
c. Copper #4 welding cable minimum.		Yes	No
d. Cab mounted momentary operator button wired through a constant-duty solenoid.		Yes	No
8. The vibrator shall be fully sealed against high-pressure wash water, corrosion, and road dirt.		Yes	No
The vibrator shall be maintenance free not requiring lubrication or other routine maintenance functions except checking mounting bolts.		Yes	No
		Vibrator Active Momentary Switch Only, No Solenoid or Timer Provided. Adequate circuit protection must be provided.	

<p>Toolbox:</p> <ol style="list-style-type: none"><li>1. A toolbox shall be installed on top of the left rear fender just forward of the tandem dual tires.</li><li>2. The toolbox shall fit the body contour on the back side.</li><li>3. The toolbox shall be xx" L x Fender Width xx" T.</li><li>4. The toolbox door shall be bottom hinged with stainless cable stops on each end of the door</li></ol> <p>The door shall have a stainless-steel key lockable slam lock</p> <p><b>**See attached WeatherGuard catalog for more options**</b></p>	Yes	No	\$2,322.00
	Yes	No	\$ Included
	Yes	No	\$ Included
	Yes	No	\$ Included
	Yes	No	\$ Included

Tool Box Pricing  
(If not offered, enter N/A)

16" Deep

Height	Length	24"	30"	36"	42"	48"	54"	60"	72"	84"	96"
18"		NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
24"		NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
36"		NA	NA	NA	NA	NA	NA	NA	NA	NA	NA

18" Deep

Height	Length	24"	30"	36"	42"	48"	54"	60"	72"	84"	96"
18"		370.00	403.00	437.00	477.00	485.00	NA	619.00	779.00	918.00	1046.00
24"		434.00	482.00	515.00	589.00	634.00	NA	778.00	NA	NA	NA
36"		NA	NA	NA	NA	NA	NA	NA	NA	NA	NA

24" Deep

Height	Length	24"	30"	36"	42"	48"	54"	60"	72"	84"	96"
18"		434.00	482.00	515.00	589.00	634.00	NA	778.00	966.00	1099.00	1240.00
24"		502.00	549.00	594.00	658.00	715.00	NA	896.00	NA	NA	NA
36"		NA	NA	NA	NA	NA	NA	NA	NA	NA	NA

NOTE: SEE ATTACHED WEATHERGUARD CATALOG FOR MANY OPTIONS



# CCD EXHIBIT A - SC-00003211 - Continued

Request for Proposal No. 0751A (2018)  
Strategic Long-Term Procurement of Various Truck Bodies with Service and Parts Consideration

A*	<p>Cab Protector for Dump Body:</p> <ol style="list-style-type: none"> <li>1. Cab protector <del>4/8"</del> 201 stainless steel load bearing type 36" in length with <del>a 10" inset on both sides to provide vehicle exhaust clearance and be symmetrical.</del> 36" Cabshield 36" x 88" 10GA 201 SS</li> <li>2. Cab protector shall be inset 10" per side to provide 6" minimum clearance to the exhaust pipe.</li> </ol> <p>Cab protector shall have provisions for safety strobe lights, Whelen Model 500 series surface mount with branch protection.</p>	<p>Yes No</p>	<p>\$ 1,362.00</p> <p>\$ <u>INCLUDED</u></p> <p>\$ <u>INCLUDED</u></p>
B*	<p>Cab Protector with Integral Hydraulic Tank:</p> <ol style="list-style-type: none"> <li>1. Cab protector 1/8", 201 stainless steel load bearing type 36" in length with a 10" inset on both sides to provide vehicle exhaust clearance and be symmetrical.</li> <li>2. Cab protector shall be inset 10" per side to provide 6" minimum clearance to the exhaust pipe.</li> <li>3. Cab protector shall have 45-gallon Hydraulic Tank with all standards from above.</li> </ol> <p>Cab protector shall have provisions for safety strobe lights, Whelen Model 500 series surface mount with branch protection.</p>	<p>Yes No</p> <p>Yes No</p> <p>Yes No</p>	<p>\$ 6,100.00</p> <p>\$ <u>INCLUDED</u></p> <p>\$ <u>INCLUDED</u></p> <p>\$ <u>INCLUDED</u></p>
C*	<p>Back of cab tank with enclosure only for oil and hydraulic less cab shield for quad package installed at Factory, less hydraulics</p>		<p>\$3,281.00</p>

	<div>Side Board:</div> <div>1. Sideboards 3" x xx" stainless steel C-Channel with a 3" wide x 3" high, P/N CACD830 Acme Rubber Company (1.800.222.2263)</div> <div>The dock bumper shall be bolt attached thru a continuous strip of 3/16" stainless steel, bolted on 8" centers, to the top of the stainless-steel C-channel.</div>	<div>Yes</div> <div>No</div>	<div>See Matrix For Pricing</div>	54
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Side Board Pricing  
(If not offered, enter N/A)

Height	Length	11'	12'	13'	14'	15'	16'	17'	18'	19'	20'	21'
		1465.22	1562.82	1660.42	1758.02	1855.62	1953.22	2050.82	2148.42	2246.02	2343.62	2441.22
3"		1733.62	1855.62	1977.62	2099.62	2221.62	2343.62	2465.62	2587.62	2709.62	2831.62	2953.62
6"		1921.50	2060.58	2199.66	2338.74	2477.82	2616.90	2755.98	2895.06	3034.14	3173.22	3312.30
9"		2082.54	2236.26	2389.98	2543.70	2697.42	2851.14	3004.86	3158.58	3312.30	3466.02	3619.74
12"												

NOTE: WE CAN OFFER OTHER OPTIONS

# CCD EXHIBIT A - SC-00003211 - Continued

Request for Proposal No. 0751A (2018)

Strategic Long-Term Procurement of Various Truck Bodies with Service and Parts Consideration

	<p>Under Body Scraper: (10' Monroe Model MTE4510)</p> <ol style="list-style-type: none"> <li>Moldboard is 1" thick x 20" in height 2½" O.D. hinge shaft.</li> <li>Two heavy-duty shock abs replaceable trunnions.</li> <li>Two 3½" x 10" actuating cylinders.</li> <li>1" solid circle with 5" plated center two 4" x 12" reversing cylinders.</li> <li>Three hinge anchor points.</li> <li>Relief Valve (Set @ 250 PSI) adjustable from 200 PSI to 350 PSI</li> <li>Cutting Edge 1½" x 6" double beveled cutting edge with AASHTO hole spacing - 2 piece</li> <li>Black Powder Coat Paint</li> </ol> <p>10" moldboard Price 11" moldboard Price 12" moldboard Price</p>	<p>Yes Yes Yes Yes</p> <p>No No No No</p> <p>Yes Yes Yes Yes</p> <p>No No No No</p> <p>Yes Yes Yes Yes</p> <p>No No No No</p> <p>Yes Yes Yes Yes</p> <p>No No No No</p>	<p>\$ 14,074.00 \$ <u>INCLUDED</u> \$ <u>INCLUDED</u> \$ <u>INCLUDED</u></p> <p>\$ <u>INCLUDED</u> \$ <u>INCLUDED</u> \$ <u>INCLUDED</u></p> <p>\$ <u>INCLUDED</u></p> <p>\$14,074.00 \$14,180.00 \$14,217.00</p> <p>**Above pricing includes notching of moldboard</p> <p>**Above pricing is for factory install on new chassis. Modifications may be required to fuel tanks, air tanks, or battery boxes. Pricing for modifications if necessary is to be negotiated.</p>
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# CCD EXHIBIT A - SC-00003211 - Continued

Request for Proposal No. 0751A (2018)  
Strategic Long-Term Procurement of Various Truck Bodies with Service and Parts Consideration

	<p>Liquid De-icer Dispensing System</p> <p>1. System shall be skid mounted constructed out of 201 Stainless Steel</p> <p>2. Tank shall be a Poly Tank With Baffle Balls (provide manufacture for Baffle Balls)</p> <p>3. Liquid Pump</p> <p>4. Hydraulic Pump</p> <p>5. Spray Bar shall have 16 strait stream nozzles</p> <p>6. Spray rate shall be from 20GPLM to 75GPLM</p> <p>7. Rear Ladder</p> <p>8. Rear 3" Fill 30" to 36" off the ground</p> <p>9. Stand Alone Leg Kit for easy storage</p> <p>10. Rear DOT lights</p> <p>750 Gallon Saddle Tank Style</p> <p>1000 Gallon Saddle Tank Style</p> <p>500 Gallon Skid Tank Style</p> <p>750 Gallon Skid Tank Style</p> <p>900 Gallon Skid Tank Style</p> <p>1000 Gallon Skid Tank Style</p> <p>1600 Gallon Skid Tank Style</p> <p>1800 Gallon Skid Tank Style</p> <p>Please see optional equipment pages (copy attached)</p> <p>CCD Special front latch system</p>	<table><tr><td>Yes</td><td>No</td></tr><tr><td>Yes</td><td>No</td></tr><tr><td>Yes</td><td>No</td></tr><tr><td>Yes</td><td>No</td></tr><tr><td>Yes</td><td>No</td></tr><tr><td>Yes</td><td>No</td></tr><tr><td>Yes</td><td>No</td></tr><tr><td>Yes</td><td>No</td></tr><tr><td>Yes</td><td>No</td></tr><tr><td>Yes</td><td>No</td></tr><tr><td colspan="2">Location</td></tr><tr><td>Capacity</td><td>Dimensions</td></tr><tr><td>Capacity</td><td>Dimensions</td></tr><tr><td>Capacity</td><td>Dimensions</td></tr><tr><td>Capacity</td><td>Dimensions</td></tr><tr><td>Capacity</td><td>Dimensions</td></tr><tr><td>Capacity</td><td>Dimensions</td></tr><tr><td>Capacity</td><td>Dimensions</td></tr><tr><td>Capacity</td><td>Dimensions</td></tr></table>	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Location		Capacity	Dimensions	Capacity	Dimensions	Capacity	Dimensions	Capacity	Dimensions	Capacity	Dimensions	Capacity	Dimensions	Capacity	Dimensions	Capacity	Dimensions	<p>** See attached quotation MRE801</p> <p>\$1,790.00</p>
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# CCD EXHIBIT A - SC-00003211 - Continued

Request for Proposal No. 0751A (2018)  
Strategic Long-Term Procurement of Various Truck Bodies with Service and Parts Consideration

Hydraulic Options			
1. (3) Three Joy Stick Operators Console in lieu of single Joy Stick Option from above a) Other Operator Station Options Option 1 Option 2	Make: _ Certified Power Model: FR311xxxx	\$783.00	—
	Make: Certified Power Model: FR411xxxx 4 Stick Operators Console	\$1407.00	
2. Control System Option 1 Option 2	Make: _ Certified Power_ Model: Freedom MDC 3 Class =<6, 3 Mini Stick Console Pkg	\$2493.00	
	Make: Certified Power Model: Freedom MDC 2 Class =<6, 2 Mini Stick Console Pkg	\$2192.00	
3. Hot Shift PTO and Pump for the Optional Transmissions Option 1 Option 2 Option 3 Option 4 Option 5 Option 6 Option 7	Make: _Chelsea_ Model: _ 890 Series_ Allison 2000 267 Series Allison 3000 280 Series Allison 4000 Danfoss J60B LS 60cc Piston Pump Danfoss J75C LS 75cc Piston Pump Danfoss E100B LS 100cc Piston Pump	\$2874.00 \$965.00 \$1180.00 \$1225.00 \$1486.00 \$2239.00	
4. Hydraulic Reservoir and Valve Enclosure Option 1 <b>Note: Frame Mount Combination w/ No Tool Cover</b> Option 2 <b>Note: Frame Mount Combination w/ No Tool Cover</b> Option 3 <b>Recirculation w/ Parker FF Fittings 35g ONLY</b> Option 4 <b>DEDUCT for NO 35 gallon SVGD Enclosure</b>	Certified Power FEPTO Drive Line Kit Make: _ Certified Power Model: ServiceGuard Combo Capacity: 35 Nom. Gallon Stainless ILO Black IDOT Capacity: 30 Nom. Gallon SS =<Class 6 A/R IDOT Recirculation w/ Parker FF Fittings 35g ONLY DEDUCT for NO 35 gallon SVGD Enclosure	\$256.00 \$997.00 \$1806.00 \$2015.00 \$ <1000.00>	
5. Filter Options Option 1 Option 2 Option 3	Make: _Model: _ Parker 1" Hi Pressure Inline Filter 7 micron Schroeder 80gpm 10 micron In Tank Filter Full Flow Spin on Return Filter Assembly	\$745.00 \$15.00 \$37.00	

## Request for Proposal No. 0751A (2018) Strategic Long-Term Procurement of Various Truck Bodies with Service and Parts Consideration

6. Valve Section Options Option 1 Option 2 Option 3	Make: _____ Model: _____ Danfoss PVG32 Wing Section w/ LSRV + Harness Danfoss PVG32 Plow Wing Section w/ LSRV + WPRV + Hmss. Danfoss PVG/BZ 32 (2) Section UBS NO Leak/STD + Hmss.	\$738.00 \$795.00 \$1499.00
7. Cable Options Option 1 Option 2 Option 3 Option 4 Option 5 Option 6 Option 7 Option 8 Option 9	Make: _____ CPI Harness _____ Model: _____ SG07050722-003, 23' Auger Ext. w/Bulkhead SG07050651 Splitter SG07050316 8' 3 wire Ext. SG07050740-001, 2m CAN Ext. SG07050736 2m Ext. SG07070374 Bulkhead SG07070731-002, 16.5' Ext. SG07050696 3m Fly Anti-Ice 3 Lane Harness Pkg w/ AI Cartridge	\$126.00 \$39.00 \$48.00 \$39.00 \$27.00 \$28.00 \$72.00 \$47.00 \$1696.00
8. Miscellaneous Hydraulic Parts Option 1 Option 2 Option 3 Option 4	Make: _____ Model: _____ Low Oil Shutdown 100cc Prewet Valve Cartridge and Harness CCD Custom Plow Balance Manifold Plow Pressure Hose Relief	\$ 393.00 \$ 188.00 \$ 2567.00 \$ 173.00
9. Electric Switch Packs for control of other optional items  Option 1 Option 2 Option 3 Option 4 Option 5 Option 6 Option 7 Option 8 Option 9  Option 10	Make: _____ Model: _____ Add TouchGuard Programmable Switch Pkg w PDC 3 Sprague Rocker Switch Box w Harness Low, Hot Oil and Low Filter Indicator Pkg All Raise or 'Panic' Push Button Power Distribution Pedestal Base Unit 443-008 Power Distribution Wall Mount w/ Plastic View Standard DA Joystick XDS Console Mini DA Joystick MDC Console 3 Axis Single Stick  Vaisala Surface Patrol Road/Air Temp	\$ 582.00 \$ 290.00 \$ 446.00 \$ 143.00 \$ 592.00 \$ 263.00 \$ 333.00 \$ 194.00 \$ 1105.00  \$1,386.00
<p>Please see optional specifications and pricing for the following:</p> <p>1. Force America/Monroe Hydraulic System with Single Stick I-Grip The Monroe/Force system will include the Force SSC6100 can bus spreader control system.</p> <p>2. Force America Single Stick Control will include the SSC6100 can bus spreader control system.</p>		



F.	Spare Parts: 1. Joystick controller (1) required.	Make: CPIPQ    Model: M22047	\$ 1105.00
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<p>G.</p> <p>Inspection Trip:</p> <ol style="list-style-type: none"> <li>1. The City and County of Denver reserves the right to inspect at the cab and chassis and body fabricating plant during the construction of the first (1st) article prior to paint and delivery.</li> <li>2. When the fabricating plant is located further than 200 road-miles from the City and County of Denver, the bidder shall include in the bid price all travel expenses to the fabrication plant for the inspection.</li> <li>3. The City may select to send 4 representatives to inspect the 1<sup>st</sup> article. The provided costs shall be based on one (1) person per day and the City will determine how many representatives the inspection will require and how many days the inspection will require.</li> <li>4. Inspection Trip Costs to include: <ol style="list-style-type: none"> <li>a. Air fare per person:</li> <li>b. Surface transportation costs:</li> <li>c. Lodging per person per day:</li> <li>d. Meals per person per day:</li> </ol> </li> <li>5. Total cost per person for 1st article inspection trip:</li> </ol>	<p>Provide information:</p> <p>Distance to fabrication plant: 1250 miles Plant Location: <u>Monroe, Wisconsin</u></p> <p>Air Fare: \$850.00, Airline: <u>United</u></p> <p>Surface Transportation: \$200.00 per day, Mode: Car</p> <p>Lodging / day: \$200 per day, Hotel: <u>AmericInn</u> Meals / day: <u>\$85 per day</u></p> <p>\$850.00 \$200.00 \$200.00 \$85.00 <b>\$850.00 + \$240.00/ day</b></p>
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	<p>Stake Bed Options</p> <p>Extra Heavy Duty Stake Bed Options</p> <ol style="list-style-type: none"> <li>1. Structural Steel Long Sills</li> <li>2. Structural Steel Cross Members 12" on Center</li> <li>3. 3/16" Diamond Plate Deck</li> <li>4. 1/4"x2" steel Tie Down – Rub rail full length</li> <li>5. 42" tall Stake Sides easily removable</li> <li>6. Powder Coat Paint</li> <li>8' wide x 12' long</li> <li>8' wide x 14' long</li> <li>8' wide x 16' long</li> <li>8' wide x 18' long</li> <li>8' wide x 20' long</li> <li>8' wide x 22' long</li> <li>8' wide x 24" long</li> </ol> <p>Options for above Stake Bed</p> <p>Option 1: LED Stop Tail Turn Backup Mounted in light boxes</p> <p>Option 2: Conversion Hoist 12' – 18' Model F18 Crysteel (NTEA Class F)</p> <p>Option 3: Conversion Hoist 14' – 20' Model ST400 Crysteel (NTEA Class H)</p> <p>Option 4</p> <p>Option 5</p>	<p>Yes Yes Yes Yes Yes Yes</p> <p>No No No No No No</p> <p>Make: Rugby    Model: Custom CCD</p>	<p>\$ Included \$ Included \$ Included \$ Included \$ Included \$6,475.00 \$7,262.00 \$7,866.00 \$8,356.00 \$9,460.00 \$9,836.00 \$10,325.00</p> <p>\$446.00</p> <p>\$9,580.00</p> <p>\$9,812.00</p> <p>63</p>
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	<p><b>Conventional Lift Gate</b></p> <p><del>Heavy Duty Electric over Hydraulic Lift Gate</del></p> <p><del>1. Gate Shall be of Steel Construction</del></p> <p><del>2. Platform 96" wide</del></p> <p><del>3. Powder Coat Paint</del></p> <p><del>2200 pound rating with 42" deep platform</del></p> <p><del>3300 pound rating with 42" deep platform</del></p> <p><del>4400 pound rating with 42" deep platform</del></p> <p><del>2200 pound rating with 48" deep platform</del></p> <p><del>3300 pound rating with 48" deep platform</del></p> <p><del>4400 pound rating with 48" deep platform</del></p> <p>Options for above Lift Gate</p> <p>Option 1</p> <p>Option 2</p> <p>Option 3</p> <p>Option 4</p> <p>Option 5</p> <p>Specifications above are not conducive to equipment requested. We offer the following -2- options for your consideration:</p> <p>Lift gates for smaller trucks: Ford F550 – GMC5500</p> <p>Tommy Gate Model G2 1300 LB with option for 1600 LB</p> <p>Application suitable for flatbed, van, service body</p> <p>Specifications attached.</p> <p>Lift gates for larger Class 6 trucks:</p> <p>Tommy Gate Model 89-25-BFTP60</p> <p>Capacity 2500 LB with option for 3000 LB</p> <p>Option for platform size up to 70"</p> <p>Application suitable for flatbed and van trucks.</p> <p>Specifications attached.</p>	<p>Yes No</p> <p>Yes No</p> <p>Yes No</p> <p>Make: _____ Model: _____</p> <p>Capacity: _____ - lbs.</p> <p>Capacity: _____ - lbs.</p> <p>Capacity: _____ - lbs.</p> <p>Capacity: _____ - lbs.</p> <p>Capacity: _____ - lbs.</p> <p>G2 1300 # Capacity w/ 41" Platform</p> <p>G2 1600# Capacity w/ 41" Platform</p> <p>Option to above 41" Aluminum Platform</p> <p>LED Light kit with Dual Control</p> <p>Tommy Gate 2500 # Capacity w/ 60" Platform</p> <p>89-30-BFTP60 3000# Capacity w/ 60" Platform</p> <p>Options to above: 70" Platform</p> <p>Dual Control Only</p> <p>Above bed travel</p>	<p>\$ N/A</p> <p>\$ N/A</p> <p>\$ N/A</p> <p>\$ N/A</p> <p>\$ N/A</p> <p>\$ N/A</p> <p>\$ N/A</p> <p>\$ N/A</p> <p>\$ N/A</p> <p>\$ N/A</p> <p>\$ N/A</p> <p>\$ N/A</p> <p>\$ N/A</p> <p>\$ N/A</p> <p>\$ N/A</p> <p>\$ N/A</p> <p>\$4,550.00</p> <p>\$ 4,750.00</p> <p>Add \$725.00</p> <p>Add \$875.00</p> <p>\$9,950.00</p> <p>\$10,450.00</p> <p>Add \$650.00</p> <p>Add \$270.00</p> <p>Add \$350.00</p> <p>64</p>
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# CCD EXHIBIT A - SC-00003211 - Continued

## Request for Proposal No. 0751A (2018) Strategic Long-Term Procurement of Various Truck Bodies with Service and Parts Consideration

Warning Lights Whelen LED Lighting Options (no approved equal) 1. LED Light Bar with Controller Option 1 JV2AAAA 56" Option 2 JV4AAAA 44" Option 3 JV8AAAA 50" Option 4 Option 5 2. LED Beacon Option 1 L3HHAFCA (Amber) Option 2 L31HBF (Blue) Option 3 L360BDB (Branch Guard) Option 4 Option 5 3. LED Surface Mount Option 1 50A02ZAR (Amber - Rear) Option 2 50B02ZBR (Blue - Rear) Option 3 50A03ZAR (Amber - Front) Option 4 50B03ZAR (Blue - Front) Option 5 5BRUSH (Light Guard) 4. LED Arrow Stick Option 1 TA166AL5 (Arrow Style) Option 2 TAC815 (Straight Style) Option 3 Option 4 Option 5	Make: Whelen Model: Justice **Price is installed with PCCS9NP-LW Controller  Make: Whelen Model: 31 Series Super LED Beacon  Make: Whelen Model: 500 Series LED  Make: Whelen Model: Traffic Advisor Make: Whelen Model: Traffic Advisor	\$3,185.00 \$3,185.00 \$3,185.00  \$1,174.00 \$1,174.00 \$200.00  \$325.00 \$325.00 \$325.00 \$325.00 \$110.00  \$3,555.00 \$950.00
Electric Switch 1. Electric Switch Pack to operate optional equipment Option 1 PCCS9NP-LW Option 2 6391106 Option 3 6391104 Option 4 Option 5	Make: Whelen Model: 9 Switch Controller Make: Buyers Model: 6 Switch Controller Make: Buyers Model: 4 Switch Controller	\$415.00 \$250.00 \$250.00
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# CCD EXHIBIT A - SC-00003211 - Continued

Request for Proposal No. 0751A (2018)

Strategic Long-Term Procurement of Various Truck Bodies with Service and Parts Consideration

<p>Pintle Hitch and Plate Options (use standards from above)</p> <p>Hitch Plate with D-rings</p> <p>Option 1 ¾" Plate</p> <p>Option 2 1" Plate</p> <p>Option 3</p> <p>Option 4</p> <p>Option 5</p> <p>Pintle Hitch</p> <p>Option 1 15 Ton Steel without air</p> <p>Option 2 30 Ton Steel without air</p> <p>Option 3 45 Ton Steel without air</p> <p>Option 4 45 Ton Steel with air</p> <p>Option 5</p>		<p>Make: OJ Watson Custom</p>	<p>\$880.00</p> <p>\$1,100.00</p>
<p>Proposed Options:</p> <p>It is our intent to offer for your consideration product catalogs for the following suppliers:</p> <p>Monroe Snow &amp; Ice Control</p> <p>Weather Guard Accessories</p> <p>Whelen Lighting</p> <p>Boss Snow Equipment</p> <p>Buyers Products</p> <p>Schwarze Sweepers</p> <p>Force Hydraulics</p> <p>Reading Service Bodies</p>	<p>Attached are samples of pages in each catalog, as well as some price sheets. Pricing would be based upon suppliers list pricing, less a discount, coming to a net figure that would include freight. Labor would need to be negotiated for any parts or accessories that would be installed. This pricing structure would allow the City to purchase items and furnish the installation labor themselves.</p>	<p>Make: Buyers</p> <p>Capacity: 30,000 - lbs.</p> <p>Capacity: 60,000 - lbs.</p> <p>Capacity: 90,000 - lbs.</p> <p>Capacity: 90,000 - lbs.</p>	<p>\$236.00</p> <p>\$331.00</p> <p>\$429.00</p> <p>\$686.00</p>

**5.1****Electrical Systems:**

- A. All non-factory wire connections (splices, connectors, etc.) shall be soldered and shrink tube insulated with adhesive/melttable sealant, thick wall polyolefin shrink tubing (3M EPS-300 or equal). No non-factory crimp connections allowed. No cutting or splicing into the factory wiring harnesses allowed.
- B. All accessories (strobe lights, operator controls, light bar, etc.) shall be wired through a 12-vDC constant-duty solenoid and controlled by bus bar mounted and permanently labeled auto-resetting circuit breakers. The solenoid shall be wired to the key switch.
- C. All dealer/vendor installed items, which require connecting into the vehicle's electrical system shall be done using an OEM factory modified wiring kit whenever possible.
- D. All non-factory wiring shall be encased in a totally sealed wiring harness (no plastic split loom) to prevent corrosion from magnesium chloride. The wiring harness shall be well secured to the truck with neoprene aircraft stainless steel tubing clamps. Rubber grommets shall be used at all areas where the wiring passes through areas that could damage the wiring. Unprotected wiring in any application is unacceptable.
- E. Electrical cables and wiring harnesses shall be neatly run and clamped with neoprene aircraft stainless steel tubing clamps. Clamp spacing shall not exceed 18-inches.
- F. Dielectric grease shall be applied to all electrical plug terminals and connections to reduce corrosion.

**5.2****Fasteners:**

- A. Grade 5 (SAE or USS) or 8.8 (metric) minimum, bolts, nuts, washers minimum. Vendor shall use Grade 8 or 10.9 for all critical areas or where good engineering practice suggests.
- B. All fasteners shall be zinc plated to prevent corrosion.
- C. Anti-Seize: all fasteners shall have Fel Pro C5A Anti-Seize compound applied before assembly to prevent corrosion, rusting, galling and aid in equipment servicing and repair.
- D. All fasteners shall be of appropriate length, diameter and strength (grade) for the application.
- E. Bolts and screws shall extend a minimum of 1-1/2 threads beyond the nut and maximum of 6 threads past the nut.
- F. Flat washers shall be used under bolt heads and nuts.
- G. Lock nuts (nylon insert, metal, slotted, castle nuts) shall be used lock-washers are not acceptable.

**5.3****Hydraulic Systems:**

- A. All hydraulic circuits shall be pressure relief protected.
- B. Hydraulic hoses shall be Parker 451ST SAE 100R17 (tight bend radius) 2-wire braid hose meeting SAE-100R16 specifications where the hose meets operational criteria or approved equal.
- C. Hydraulic hoses shall have swivel fittings on both ends. Hose ends shall be located to facilitate easy component replacement.
- D. High-pressure hydraulic hose shall not be used for suction lines.
- E. Close/tight radius 90° elbow fittings shall not be used if short, medium or long drop steel stem 90° elbow fittings can be used. Over use of 90° elbows shall not be permitted.

- F. Hydraulic hoses and rigid lines shall be run parallel where possible; routing shall look neat and well planned.
- G. Rubber cushioned metal hydraulic clamps shall be used on all hydraulic ridged lines and hoses at proper intervals for supporting the line/hose 36" maximum distance. Clamps shall be securely mounted to the equipment.
- H. Hydraulic hoses and lines shall not be routed near exhaust, close to rotating components or over, around or through sharp edges. . Rubber grommets shall be used at all areas where the hydraulic lines through areas that could damage the lines.
- I. Galvanized fittings and thread tape shall not be used.
- J. Hydraulic hoses shall be covered with protective spiral nylon anti-chaffing wrap or sock type protective sleeves at all areas where chafing/rubbing could cause premature wear/failure.
- K. Hydraulic oil tanks shall magnetic drain plug, oil level and temperature gauge.
- L. Hydraulic hoses over 4' long shall be labeled on both ends for easy identification.
- M. Shut off valves ¼-turn on each side of filter.

**5.4 All fabricated parts, brackets etc.** shall have all sharp corners, edges etc. radiused or rounded for safety.

## 5.5 Welds:

- A. All welds shall meet AWS (American Welding Society) standards for the type weld, material joined and welding method.
- B. Weld joints shall have proper design and fit for the application.
- C. Welds joints shall have proper penetration and be smooth in appearance with no undercuts or overlaps at edge of weld.
- D. Weld joints shall be properly prepared with cut ends ground to remove all slag, create a smooth surface and beveled end.
- E. Welds shall be full length to prevent "rust bleed" from non-welded seams

## 6.1 Manuals/Equipment

Item	Description of Equipment	Offered Equipment	Cost
<b>Training DVD</b>	DVD or CD demonstrating and explaining the safe and proper use of the vehicle/equipment. 1. Cab and chassis.	Yes      No	\$ N/A
<b>Operators Manual Paper / or Web Based</b>	One book per vehicle/equipment with "safe equipment operation" section for each component. 1. Cab and Chassis. 2. Ongoing Web Subscription by the Year	Paper      Web Based Yes      No Yes      No	\$ N/A \$ N/A
<b>Service/ Maintenance Manual Paper / or Web Based</b>	Four complete sets per Contract (not per vehicle); binder required, 1. Manuals shall be provided for:	Paper      Web Based	



	<p>A. Cab and Chassis</p> <p>2. Manuals shall include complete and detailed information for maintenance of the equipment, including general information, specifications, troubleshooting guide, lubrication and required adjustments.</p> <p>3. Ongoing Web Subscription by the Year</p>	<p>Yes</p> <p>No</p> <p>Yes</p> <p>No</p>	<p>\$ <u>N/A</u></p> <p>\$ <u>N/A</u></p>
<p><b>Service/</b> <b>Maintenance Manual</b> <b>on</b> <b>CD rom or DVD or</b> <b>Web Based</b></p>	<p>Four complete set; per Contract (not per vehicle)</p> <p>1. Manuals shall be provided for:</p> <p>B. Cab and Chassis</p> <p>2. Manuals shall include complete and detailed information for maintenance of the equipment, including general information, specifications, troubleshooting guide, lubrication and required adjustments.</p> <p>3. New CD roms or DVDs shall be provided when information is updated, superseded or changed.</p> <p>4. Ongoing Web Subscription by the Year</p>	<p>Disk Web Based</p> <p>Yes</p> <p>No</p> <p>Yes</p> <p>No</p> <p>Yes</p> <p>No</p>	<p>\$ <u>N/A</u></p> <p>\$ <u>N/A</u></p>
<p><b>Service/</b> <b>Maintenance Manual</b> <b>on</b> <b>Internet Access, or</b> <b>Other Electronic</b> <b>Media</b></p>	<p>One complete set; per Contract (not per vehicle)</p> <p>1. Vendor shall provide access to the site for the length of time that the City owns the vehicle/equipment at a one-time up front cost to the City.</p> <p>2. Internet information shall include complete and detailed information for maintenance of the equipment, including general information, specifications, troubleshooting guide, lubrication and required adjustments.</p>	<p>Yes</p> <p>No</p> <p>Yes</p> <p>No</p> <p>If other Specify: _____</p> <p>_____</p> <p>_____</p>	<p>\$ <u>N/A</u></p>

## Strategic Long-Term Procurement of Various Truck Bodies with Service and Parts Consideration

		Yes	No	
	3. The hydraulic and electrical sections of the manuals shall be provided in a separate electrical/hydraulic binder. Both the hydraulic and electrical circuits shall have separate color coded schematics for each equipment function to show the flow of both electrical current and hydraulic oil.			N/A
	4. Ongoing Web Subscription by the Year			
<b>Parts Manual</b> <b>Paper or Web Based</b>	Two complete sets, per Contract (not per vehicle) 1. Manuals shall be provided for: A. Cab and Chassis B. Equipment and Body 2. Illustrated parts book shall be furnished containing data so that part numbers can be readily found for each system. 3. Ongoing Web Subscription by the Year	Paper or Web Based  Yes Yes Yes	No No No	\$ NA \$ 200.00 \$ 200.00
<b>Parts Manual</b> <b>on</b> <b>CD rom or DVD or</b> <b>Web Based</b>	One complete set, per Contract (not per vehicle) illustrated parts book shall be furnished containing data so that part numbers can be readily found for each system. 1. Information shall be provided for: A. Cab and chassis 2. Parts manuals shall include complete and detailed information for replacement parts for the equipment, including general information, specifications ordering guide lines and superseded parts information. 3. New CD roms or DVDs shall be provided when information is updated, superseded or changed. 4. Ongoing Web Subscription by the Year	Disk Web Based  Yes  Yes  Yes	No  No  No	\$ N/A \$ N/A
<b>Parts Manual</b> <b>on</b> <b>Internet Access, or</b> <b>Other Electronic</b> <b>Media</b>	One complete subscription; per Contract (not per vehicle) 1. Internet information shall allow the City 24 hour 7 days/week including holidays access from its main maintenance facility and all its satellite maintenance facilities. 2. Internet information shall include complete and detailed information for parts for the:	Access Information: 7 days/week including holidays	Yes Yes No	

# CCD EXHIBIT A - SC-00003211 - Continued

Request for Proposal No. 0751A (2018)  
Strategic Long-Term Procurement of Various Truck Bodies with Service and Parts Consideration

	<p>A. Cab and Chassis</p> <p>B. Equipment and Body</p> <p>3. Internet information shall cover vehicle/equipment, shall include general parts information, parts specifications, ordering guide lines and superseded parts information.</p> <p>4. Vendor shall provide access to the site for the length of time that the City owns the vehicle/equipment at a one-time up front cost to the City.</p> <p>5. Parts manuals shall include complete and detailed information for replacement parts for the equipment, including general information, specifications ordering guide lines and superseded parts information.</p> <p>6. Ongoing Web Subscription by the Year</p>	<p>Yes <b>No</b></p> <p>Yes <b>No</b></p> <p>Yes <b>No</b></p> <p>Yes <b>No</b></p> <p>If other Specify: _____</p> <p>_____</p> <p>_____</p> <p>Yes <b>No</b></p>	<p>\$ <u>N/A</u></p> <p>\$ <u>N/A</u></p>
<b>New Equipment Check-in Form:</b>	<p>The successful vendor shall complete the City's "New Equipment Check-in Form" completely and accurately with all requested information.</p>	<p>-</p> <p>-</p>	

## 6.2

### Operator and Mechanics Training

Item	Description of Equipment	Offered Equipment	Cost
<b>On Site Equipment Manufacturers Training</b>	On site the vendor shall insure that the equipment manufacturers training representative, after delivery of the equipment Contacts Fleet Maintenance training manager to coordinate equipment training.	Offered by Monroe Hydraulic Manufacturer OJ Watson Company Inc. 1 Year Free	\$Cost after 1 year to be negotiated
<b>Fleet Maintenance Training Manager</b>	Mr. Felix Espinosa, Telephone: 720.865.3912 Contact time: 8:00 am to 3:00 pm M-F	_____	
<b>Training Requirements</b>	Training shall consist of factory training materials, classroom and actual field training on the equipment for the equipment operators and supervisors.	Offered by Monroe Hydraulic Manufacturer OJ Watson Company Inc. 1 Year Free	\$Cost after 1 year to be negotiated

On Site Mechanics Training	On site mechanics training shall be 2 classes, approximately 8 hours, 2 shifts total provided at City facilities. The training shall cover maintenance and service procedures, trouble shooting and use of manuals.	Offered by Monroe	\$Cost after 1 year to be negotiated
		Hydraulic Manufacturer	
		OJ Watson Company Inc.	
		1 Year Free	

## 7.0 Warranty

### 7.1 General Warranty Provisions

WARRANTY (Table 1) Class 7 & 8 Vehicles			Complies (Y or N/A)
A.	Express warranty is to be a minimum of 12 months on the vehicle/equipment. The standard factory warranty plan shall be provided as an attachment to your bid proposal		Y
B.	The Warranty is to include at no cost to the City of Denver, all parts and labor, and no charge for work performed at the vendors facility		Y
C.	Warranty shall start when the City places the vehicle into service <b>NOT</b> on the delivery date. Taking an exception may make bid non-compliant.		Y
D.	Warranty plans shall consist of the total unit and be broken out to a separate plan for each warranty item if applicable, such as engine warranty plan, transmission warranty plan, electrical, etc.		Y
E.	Options listed shall be bid and provided as factory installed under the terms of the full factory-backed warranty. This includes, but is not limited to: air conditioning, radios, cruise control, bumpers, towing packages etc. Dealer-installed options will not be permitted unless pre-approved by the City in writing and, where applicable, indicated on bid sheet as a "dealer installed" non-factory item.		Y
F.	Bidder will be responsible for warranty repair of all installed options/auxiliary equipment included in the bid that has a standard warranty that is less than the standard warranty for the base vehicle/equipment		Y
G.	Bidder shall use a single, local factory authorized dealership that will accomplish or coordinate required warranty work. The dealership must have a minimum of 1-year experience as a factory authorized vendor for like equipment being bid. Warranty parts shall be available and supplied within 24 hours		Y
H.	If applicable, bidder shall provide a plan for the City to be reimbursed if the work can be done by the City on site. The current shop rate is \$65.00/hour, not to exceed \$85.00/hour. (Enter a response of N/A if not available)		Y
I.	The bidder shall respond to request for warranty assistance within twenty-four (24) hours.		Y

J.	Warranty work shall be accomplished within an appropriate length of time (generally less than 3 working days for everything other than major component repair such as a transmission rebuild) and shall be coordinated with an authorized City representative	Y
K.	During the entire warranty period, if the unit requires transportation to a repair facility, the vendor/sub-vendors shall be responsible for all transportation at "NO COST" to the City and County of Denver. This includes transporting the unit back to the City's domicile location after repairs are complete. If an alternate is bid, charges to the City of Denver shall be listed (e.g. mileage, travel, labor, etc.). Even if an alternate is bid, in NO CIRCUMSTANCES will the City and County of Denver be responsible for transporting a unit greater than 25 miles from the center of Denver. For purposes of these warranty provisions, the center of Denver is defined as the City and County Building located on the corner of Colfax and Bannock Street.	Y
L.	The item(s) procured by the City pursuant to this Bid Proposal shall, in addition to being subject to the express warranties referenced above, be subject to all implied warranties arising by operation of law under State of Colorado and Federal law, including but not limited to the implied warranty of merchantability and, to the extent applicable, the implied warranty of fitness for a particular purpose arising under the Colorado Uniform Commercial Code, Title 4, Colorado Revised Statutes. The bidder shall in no event attempt to limit or disclaim any of such implied warranties under this Bid Proposal, and any attempt to do so will render the bidder's bid non-responsive under this Bid Proposal.	Y
M.	This warranty in Table 1 and Table 2, is IN ADDITION to factory warranties on the vehicle and components	Y

## 7.3

### Fleet Defects

WARRANTY - (Table 2) Fleet Defect Clause, Class 7 & 8 Vehicles	
A.	<b>Definition:</b> If during the warranty period, thirty percent (30%) of the total number of units delivered have the same part(s) and/or components failure requiring replacement and/or modifications, caused by defects in Design, Testing, Material, and/or Workmanship, then this "Fleet Defect Clause" goes into effect.
B.	<b>Remedy:</b> Following notification of a Fleet Defect, the vendor shall develop and implement a plan that either reengineers, modifies, or replaces the defective parts/ systems, such that the identified problem is cured and the operation of the vehicle/equipment is not altered. When alterations are required to cure the defect, those alterations that change or modify the original bid specifications must be approved by the City and County of Denver prior to execution. The vendor will pay for all necessary labor and materials to repair, modify, and/or "update" all vehicles/units in this group. The vendor shall also propose a work schedule that is mutually agreed upon by the City of Denver that corrects the fleet deficiency within 30 days or a mutual agreed upon schedule.
C.	<b>Exceptions:</b> Fleet defects will not apply to minor aftermarket accessories specified by the City of Denver and installed per instructions/specifications. Examples include: toolboxes, spotlights, bed-liners, etc.
D.	<b>Mitigation:</b> Should the vendor become non responsive to the City's notification of a Fleet Defect, the City may employ several options. (1) After

	notifying the vendor in writing of The City's intent to mitigate its circumstances, the City may choose to perform its own warranty work and seek reimbursement for both parts and labor. (2) On major components, such as engine, transmission, air conditioning, etc., the City may choose to have the repairs performed by an authorized dealer and vendor shall reimburse the City for any parts or labor not covered by other warranty.
E.	<b>Outside Metro-Denver:</b> Vendor will pay for all transportation costs if unit(s) must be sent out of the Denver area for repairs. The City and County of Denver reserves the right to inspect unit(s) before returning back to Denver. The City and County of Denver also reserves the right to send at least one employee, without cost to the City, to inspect the repair(s) before unit is released back to the City.
F.	<b>Expired Warranties:</b> Units that have mutually agreed upon warranty defects during the warranty period will continue to be repaired until completed. If an on-going remedy continues past the warranty date the repairs will continue under warranty until completed or cease at a time agreed upon by the vendor and City and County of Denver.

7.4

Warranty Options

Warranty Options		WARRANTY Options (Table 3) Class 7 & 8 Vehicles			
Cost of Factory Extended Warranties	Please indicate in the columns below the additional cost of an extended warranty for all applicable components listed in the left hand column.  Inc = Included N/A = Not available	Two Years			
A.	Cab and Chassis			Three Years	Five Years
B.	Engine				
C.	Transmission				
D.	Drive Train				
E.	Suspension				
F.	Air Conditioning				
G.	Electrical Components				
H.	Other				
I.	Notes:				

7.5 **Warranty Service Locations:** Warranty repair parts and service shall be available locally at an established factory authorized dealership meeting requirements of Table 1 Section 7.

A. Cab & Chassis:

Dealership Name:

Street Address:

Telephone #:

City:

B. Dump Body System:

Dealership Name:

Street Address:

Telephone #:

City:

8.1	<b>Heavy Duty Vehicle Delivery Documentation:</b>
	<b>Delivery Documentation (GVWR 26,000-Lbs and Above Heavy Duty)</b>
A.	<b>Vehicles ordered under this specification</b> shall be complete and delivered to CITY AND COUNTY OF DENVER, Fleet Management Division. All prices quoted must be quoted at a firm price F.O.B. Denver, Colorado, 5440 Roslyn St. Building C.
B.	<b>Vendor shall supply at acceptance and delivery of vehicle.</b> <div><div>1.</div><div>2.</div><div>3.</div><div>4.</div><div>5.</div><div>6.</div><div>7.</div><div>8.</div><div>9.</div><div>10.</div><div>11.</div><div>12.</div><div>13.</div><div>14.</div><div>15.</div></div> <div><div>Bill of Sale (aka invoice, buyers order)</div><div>Original MSO (Manufacturers Statement of Origin)</div><div>Application for Title and/or Registration, Colorado Dept of Revenue form DR2395 (02-22-11)</div><div>Odometer Disclosure Statement, Colorado Dept of Revenue form DR2407 (09-07-05)</div><div>Letter of Certification on Vendor Letterhead (Required for Incomplete Vehicles) with added bodies etc, describes the final configuration of the vehicle)</div><div>Air Brake inspection form required for any vehicle with air brakes or truck units capable of towing trailers greater than 10,000-Lbs</div><div>Standard Sales Tax Receipt.</div><div>DOT inspection form.</div><div>Temporary License Plate.</div><div>New Equipment Check-in Form/ Vendor Supplied Information on the Vehicle. Form provided by Fleet contact Dolores @ 720.865.3903</div><div>Copy of City Purchase Order.</div><div>All Keys ordered for the Vehicle and Sundries, i.e. toolboxes etc.</div><div>All Manuals repair, parts, owners and/or CD's/DVD's etc</div><div>Vehicle Warranty information and receipt for optional warranty.</div><div>Receipts and Warranty information for vendor Installed/supplied components (lift gates, snowplows, lighting equipment etc)</div></div>



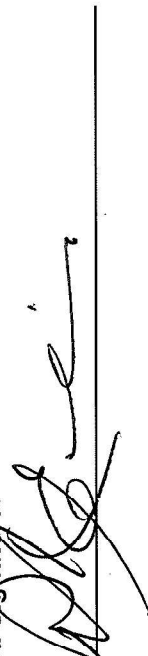
Strategic Long-Term Procurement of Various Truck Bodies with Service and Parts Consideration

C.	For an "Incomplete Vehicle" (cab & chassis) add the following: 1. Verification of Vehicle Identification Number (VIN), Colorado Dept. of Revenue form DR2087. 2. Statement of Fact for incomplete vehicles with added bodies etc, describes the final configuration of the vehicle. 3. Original weight slip
D.	Delivery Monday through Friday between 8:00am and 1:00pm. Location: CITY AND COUNTY OF DENVER Fleet Management 5440 Roslyn St. Building C Denver, CO 80216 Contact person to coordinate delivery: TBD



# CCD EXHIBIT A - SC-00003211 - Continued

## 9.0 Complete Cost for Up-fit Sections Provided and Delivery

<p><b>Total Cost Pricing Include:</b></p> <ul style="list-style-type: none"> <li>○ All of Sections 3.1 – <ul style="list-style-type: none"> <li>• 3.1: Base 15 yd. Live Floor Dump Body Equipment</li> <li>• 3.2: Underbody Hoist</li> <li>• 3.3: Hydraulic System and Controls</li> <li>• 3.4: Tarp System</li> <li>• 3.5: Pintle Tow Hook</li> <li>• 3.6: Snowplow System Monroe 10-ft Snowplow</li> <li>• 3.7: Monroe Flat Plate Hitch</li> <li>• 3.8: Monroe Snowplow Misc.</li> <li>• 3.9: Sundries</li> </ul> </li> </ul> <p><b>Do Not Include:</b></p> <ul style="list-style-type: none"> <li>○ Optional Equipment – Section 4.0</li> <li>○ Manual Cost (s) – Section 6.1</li> <li>○ Operator and Mechanics Training – Section 6.2</li> <li>○ Warranty Cost (s) – Section 7.4</li> </ul>	<p><b>TOTAL COST FOR ALL ITEMS TO BE INCLUDED (LISTED IN THE LEFT COLUMN)</b></p> <p>Authorized Signature: </p> <p><b><u>\$108,439.00</u></b></p>
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Note: See attached OJ Watson Letterhead that show volume discounts that are applicable to the base bid only.

**MEETING DATE:** July 8, 2025

**STAFF PERSON RESPONSIBLE:** Brian Franklin, Assistant Director, Fleet Services

**DESCRIPTION:** Purchase Order to TransWest Truck Trailer RV in the Amount of \$591,325.00, Under Sourcewell Contract #032824-DAI.

**SUMMARY:** The Fleet Services Division of Facilities, Fleet and Emergency Support Services Department is requesting approval for a purchase order in the 2025 adopted budget to TransWest Truck Trailer RV from the Road & Bridge Fund 31000.474300 for the replacement one (1) Western Star 49X chassis and two (2) new/additional Freightliner 108SD chassis.

The following units will be replaced or added.

• Western Star 49X chassis (unit 15018)	\$198,577.00
• ADD - Freightliner 108SD #1	\$196,374.00
• <u>ADD - Freightliner 108SD #2</u>	<u>\$196,374.00</u>
<b>TOTAL</b>	<b>\$591,325.00</b>

**Attachments**

- TransWest - Western Star 49X quote
- TransWest - Freightliner 108SD quote
- Sourcewell contract #032824-DAI

**RECOMMENDED ACTION:** Approval of purchase order to TransWest Truck Trailer RV in the amount of \$591,325.00 under Sourcewell Contract #032824-DAI.

**REVIEW:**

Tim Hallmark	Approve	6/26/2025
Jeff Garcia	Approve	6/30/2025
Andrew Copland	Approve	6/30/2025
Doug DeBord	Approve	7/1/2025

**ATTACHMENTS:**

DOUGLAS PLOW 49X 2026  
DOUGLAS 4X2 DISC  
Daimler Contract 032824



Prepared for:  
 BRIAN FRANKLIN  
 DOUGLAS COUNTY  
 3030 N INDUSTRIAL WAY  
 CASTLE ROCK, CO 80109  
 Phone: 303-660-7361

Prepared by:  
 Will Schafer  
 TRANSWEST TRUCK TRAILER RV  
 20770 E I76 FRONTAGE ROAD  
 BRIGHTON, CO 80603  
 Phone: (303)289-3161

## Sourcewell Contract Number 032824-DAI

### S P E C I F I C A T I O N P R O P O S A L

Data Code	Description	Weight Front	Weight Rear
<b>Price Level</b>			
PRL-29X	WST 47X/49X PRL-29X (EFF:MY26 ORDERS)		
<b>Data Version</b>			
DRL-043	SPECPRO21 DATA RELEASE VER 043		
<b>Vehicle Configuration</b>			
001-472	WESTERN STAR 49X	9,175	6,500
004-226	2026 MODEL YEAR SPECIFIED		
002-004	SET BACK AXLE - TRUCK		
019-006	TRAILER TOWING PROVISION AT END OF FRAME WITH SAE J560	10	10
003-001	LH PRIMARY STEERING LOCATION		
<b>General Service</b>			
AA1-003	TRUCK/TRAILER CONFIGURATION		
AA6-002	DOMICILED, USA (EXCLUDING CALIFORNIA AND CARB OPT-IN STATES)		
99D-027	EPA CLEAN IDLE LABEL FOR INITIAL REGISTRATION IN EPA OR ACT STATES - (INCLUDES 6X4 INCH LABEL ON LOWER FORWARD OF DRIVER DOOR)		
A85-010	UTILITY/REPAIR/MAINTENANCE SERVICE		
A84-1GM	GOVERNMENT BUSINESS SEGMENT		
AA4-010	DIRT/SAND/ROCK COMMODITY		
AA5-002	TERRAIN/DUTY: 100% (ALL) OF THE TIME, IN TRANSIT, IS SPENT ON PAVED ROADS		
AB1-008	MAXIMUM 8% EXPECTED GRADE		
AB5-001	SMOOTH CONCRETE OR ASPHALT PAVEMENT - MOST SEVERE IN-TRANSIT (BETWEEN SITES) ROAD SURFACE		
995-1A5	WESTERN STAR VOCATIONAL WARRANTY		
A66-99D	EXPECTED FRONT AXLE(S) LOAD : 20000.0 lbs		
A68-99D	EXPECTED REAR DRIVE AXLE(S) LOAD : 40000.0 lbs		

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Data Code	Description	Weight Front	Weight Rear
A63-99D	EXPECTED GROSS VEHICLE WEIGHT CAPACITY : 60000.0 lbs		
A70-99D	EXPECTED GROSS COMBINATION WEIGHT : 70000.0 lbs		
<b>Truck Service</b>			
AA3-018	FRONT PLOW/END DUMP BODY		
AF3-142	MONROE TRUCK EQUIPMENT		
<b>Tractor Service</b>			
AA2-003	TANK TRAILER		
AH6-001	SINGLE (1) TRAILER		
<b>Engine</b>			
101-3JB	CUM X15 500V HP @ 1900 RPM, 2000 GOV RPM, 1850 LB-FT @ 900 RPM	150	60
<b>Electronic Parameters</b>			
79A-075	75 MPH ROAD SPEED LIMIT		
79B-000	CRUISE CONTROL SPEED LIMIT SAME AS ROAD SPEED LIMIT		
79K-013	PTO MODE ENGINE RPM LIMIT - 1600 RPM		
79P-032	PTO RPM CONTROL WITH STEERING WHEEL SWITCHES		
79U-001	PTO GOVERNOR RAMP RATE - 25 RPM PER SECOND		
79V-001	FUEL DOSING OF AFTERTREATMENT ENABLED IN PTO MODE-CLEANS HYDROCARBONS AT HIGH TEMPERATURES ONLY		
79W-024	CRUISE CONTROL BUTTON PTO CONTROL		
79X-028	PTO SPEED 1 SETTING - 1550 RPM		
80F-001	AUTOMATIC OIL LIFE MONITOR WITH ALERT AT 5% OF INTERVAL REMAINING		
80G-003	PTO MINIMUM RPM - 750		
80V-002	ENGINE MOUNT PTO, DASH SWITCH ENGAGES PTO MODE, DRIVING OPERATION		
<b>Engine Equipment</b>			
99C-024	EPA 2010/GHG 2024 CONFIGURATION		
13E-001	STANDARD OIL PAN		
105-001	ENGINE MOUNTED OIL CHECK AND FILL		
104-002	FUMOTO DRAIN VALVE(S) ON OIL PAN		
014-111	SIDE OF HOOD AIR INTAKE WITH ENGINE MOUNTED AIR CLEANER, WITH INSIDE/OUTSIDE AIR AND SNOW DOOR		

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Data Code	Description	Weight Front	Weight Rear
124-1D7	DR 12V 160 AMP 28-SI QUADRAMOUNT PAD ALTERNATOR WITH REMOTE BATTERY VOLT SENSE	-10	
292-236	(3) DTNA GENUINE, FLOODED STARTING, MIN 3000CCA, 555RC, THREADED STUD BATTERIES	-10	
290-1CD	BATTERY BOX WITH ALUMINUM COVER MOUNTED SHORT SIDE TO RAIL	-25	
282-003	SINGLE BATTERY BOX FRAME MOUNTED LH SIDE BACK OF CAB		
291-017	WIRE GROUND RETURN FOR BATTERY CABLES WITH ADDITIONAL FRAME GROUND RETURN		
289-020	UNPOLISHED ALUMINUM WST BATTERY BOX COVER		
293-058	NON-ESSENTIAL POSITIVE LOAD DISCONNECT, IN CAB CONTROL SWITCH MOUNTED OUTBOARD OF DRIVER SEAT	2	
295-029	POSITIVE AND NEGATIVE POSTS FOR JUMPSTART LOCATED ON FRAME NEXT TO STARTER	2	
107-045	CUMMINS NATURALLY ASPIRATED 18.7 CFM AIR COMPRESSOR WITH INTERNAL SAFETY VALVE		
152-041	ELECTRONIC ENGINE INTEGRAL SHUTDOWN PROTECTION SYSTEM		
128-004	CUMMINS INTEBRAKE BRAKE WITH HIGH MED LOW BRAKE		
016-1C2	RH OUTBOARD UNDER STEP MOUNTED HORIZONTAL AFTERTREATMENT SYSTEM ASSEMBLY WITH RH B-PILLAR MOUNTED VERTICAL TAILPIPE		
28F-015	ENGINE AFTERTREATMENT DEVICE, AUTOMATIC OVER THE ROAD ACTIVE REGENERATION AND VIRTUAL REGENERATION REQUEST SWITCH IN CLUSTER AND DASH MOUNTED INHIBIT SWITCH		
239-003	90 DEG STACK AND B-PILLAR PIPE WITH MINIMUM STACK PROTRUSION ABOVE CAB		
237-119	RH CURVED VERTICAL TAILPIPE B-PILLAR MOUNTED BEHIND CAB FOR IMPROVED VISIBILITY		
	SEE VU9583		
23U-003	23 GALLON DIESEL EXHAUST FLUID TANK	22	8
23Z-005	UNPOLISHED ALUMINUM WST DIESEL EXHAUST FLUID TANK COVER		
43X-001	LH HEAVY DUTY STANDARD DIESEL EXHAUST FLUID TANK LOCATION		
43Y-001	STANDARD DIESEL EXHAUST FLUID TANK CAP		

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Data Code	Description	Weight Front	Weight Rear
242-049	PERFORATED SINGLE STAINLESS STEEL MUFFLER/TAILOPIPE SHIELD WITH WESTERN STAR LOGO		
273-059	ELECTRONICALLY CONTROLLED VARIABLE SPEED VISCOUS FAN DRIVE		
276-002	AUTOMATIC FAN CONTROL WITH DASH SWITCH AND INDICATOR LIGHT, NON ENGINE MOUNTED		
122-1H4	DETROIT FUEL/WATER SEPARATOR WITH WATER IN FUEL SENSOR AND 12 VOLT PREHEATER	10	
110-003	CUMMINS SPIN ON FUEL FILTER		
118-001	FULL FLOW OIL FILTER		
266-107	1400 SQUARE INCH VOCATIONAL RADIATOR		
103-039	ANTIFREEZE TO -34F, OAT (NITRITE AND SILICATE FREE) EXTENDED LIFE COOLANT		
171-007	GATES BLUE STRIPE COOLANT HOSES OR EQUIVALENT		
261-001	STANDARD CHARGE AIR COOLER PLUMBING		
270-016	RADIATOR DRAIN VALVE		
168-002	LOWER RADIATOR GUARD		
360-013	1350 ADAPTER FLANGE FOR FRONT PTO PROVISION	20	
138-005	PHILLIPS-TEMRO 1500 WATT/115 VOLT BLOCK HEATER	4	
140-022	CHROME ENGINE HEATER RECEPTACLE MOUNTED UNDER LH DOOR		
132-998	NO AIR INTAKE WARMER	-10	
155-055	DELCO 12V 39MT HD/OCF STARTER WITH THERMAL PROTECTION AND INTEGRATED MAGNETIC SWITCH		

#### Transmission

342-1M3	ALLISON 4500 RDS AUTOMATIC TRANSMISSION WITH PTO PROVISION	170	70
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#### Transmission Equipment

343-339	ALLISON VOCATIONAL PACKAGE 223 - AVAILABLE ON 3000/4000 PRODUCT FAMILIES WITH VOCATIONAL MODELS RDS, HS, MH AND TRV
84B-012	ALLISON VOCATIONAL RATING FOR ON/OFF HIGHWAY APPLICATIONS AVAILABLE WITH ALL PRODUCT FAMILIES
84C-023	PRIMARY MODE GEARS, LOWEST GEAR 1, START GEAR 1, HIGHEST GEAR 6, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY

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Data Code	Description	Weight Front	Weight Rear
84D-023	SECONDARY MODE GEARS, LOWEST GEAR 1, START GEAR 1, HIGHEST GEAR 6, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY		
84E-000	PRIMARY SHIFT SCHEDULE RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE		
84F-000	SECONDARY SHIFT SCHEDULE RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE		
84G-000	PRIMARY SHIFT SPEED RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE		
84H-000	SECONDARY SHIFT SPEED RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE		
84N-004	FUEL SENSE 2.0 PLUS - DYNACTIVE: PERFORMANCE, NEUTRAL AT STOP: ACTIVE		
84V-001	DIRECTION CHANGE ENABLED WITH MULTIPLEXED SERVICE BRAKES - ALLISON 5TH GEN TRANSMISSIONS		
353-074	QUICKFIT BODY LIGHTING CONNECTOR UNDER CAB, WITH BLUNTCUTS		
34C-011	ELECTRONIC TRANSMISSION WIRING TO CUSTOMER INTERFACE CONNECTOR		
362-998	NO MAIN TRANSMISSION MOUNTED PTO		
363-998	NO PTO MOUNTING LOCATION SPECIFIED		
341-018	MAGNETIC PLUGS, ENGINE DRAIN, TRANSMISSION DRAIN, AXLE(S) FILL AND DRAIN		
345-003	PUSH BUTTON ELECTRONIC SHIFT CONTROL, DASH MOUNTED		
370-006	WATER TO OIL TRANSMISSION COOLER	15	
346-003	TRANSMISSION OIL CHECK AND FILL WITH ELECTRONIC OIL LEVEL CHECK		
35T-001	SYNTHETIC TRANSMISSION FLUID (TES-295 COMPLIANT)		

#### Front Axle and Equipment

400-1BB	DETROIT DA-F-20.0-5 20,000# FL1 71.0 KPI/3.74 DROP SINGLE FRONT AXLE	190
418-060	CONMET PRESET PLUS PREMIUM IRON FRONT HUBS	
402-1B1	MERITOR EX-L AIR DISC FRONT BRAKES	
403-002	NON-ASBESTOS FRONT BRAKE LINING	
419-004	FRONT DISC BRAKE ROTORS	
427-001	FRONT BRAKE DUST SHIELDS	5
409-006	FRONT OIL SEALS	



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 Phone: (303)289-3161

Data Code	Description	Weight Front	Weight Rear
408-001	VENTED FRONT HUB CAPS WITH WINDOW, CENTER AND SIDE PLUGS - OIL		
405-030	FRONT AIR DISC BRAKE INTERNAL ADJUSTERS		
536-105	DUAL HIGH CAPACITY POWER STEERING GEARS, BENDIX 20-23K	80	
534-003	4 QUART POWER STEERING RESERVOIR		
533-001	OIL/AIR POWER STEERING COOLER		
40T-002	CURRENT AVAILABLE SYNTHETIC 75W-90 FRONT AXLE LUBE		
<b>Front Suspension</b>			
620-006	20,000# FLAT LEAF FRONT SUSPENSION	250	
619-002	THREADED SPRING PINS AND BUSHINGS - FRONT SUSPENSION		
410-001	FRONT SHOCK ABSORBERS		
<b>Rear Axle and Equipment</b>			
420-111	MERITOR RT-46-160P 46,000# R-SERIES TANDEM REAR AXLE WITH PUMP		450
450-058	CONMET PRESET PLUS PREMIUM ALUMINUM REAR HUBS		
421-456	4.56 REAR AXLE RATIO		
424-001	IRON REAR AXLE CARRIER WITH STANDARD AXLE HOUSING		
386-083	RPL35 MERITOR MAIN DRIVELINE	15	15
388-044	RPL25 MERITOR INTERAXLE DRIVELINE		20
452-006	DRIVER CONTROLLED TRACTION DIFFERENTIAL - BOTH TANDEM REAR AXLES		30
878-023	(1) INTERAXLE LOCK VALVE, (1) DRIVER CONTROLLED DIFFERENTIAL LOCK FORWARD- REAR AND REAR-REAR AXLE VALVE		
87A-015	INDICATOR LIGHT FOR EACH INTERAXLE LOCKOUT SWITCH ENGAGE <30MPH;DISENGAGE>50MPH		
87B-009	INDICATOR LIGHT AND BUZZER FOR EACH DIFFERENTIAL LOCKOUT SWITCH		
423-1A4	MERITOR EX-L OPTIMIZED AXIAL AIR DISC REAR BRAKES		-80
433-002	NON-ASBESTOS REAR BRAKE LINING		
434-003	STANDARD BRAKE CHAMBER LOCATION		
451-005	REAR DISC BRAKE ROTORS		
425-002	REAR BRAKE DUST SHIELDS		10
440-006	REAR OIL SEALS		
426-094	AIR DISC LONGSTROKE 2-DRIVE AXLES SPRING PARKING CHAMBERS		

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 20770 E I76 FRONTAGE ROAD  
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Data Code	Description	Weight Front	Weight Rear
428-030	REAR AIR DISC BRAKE INTERNAL ADJUSTERS		
41T-002	CURRENT AVAILABLE SYNTHETIC 75W-90 REAR AXLE LUBE		
42T-001	STANDARD REAR AXLE BREATHER(S)		
<b>Rear Suspension</b>			
622-1H2	HENDRICKSON PRIMAAX EX 46,000# REAR AIR SUSPENSION		490
621-109	10.2 INCH NOMINAL RIDE HEIGHT (475MM GLOBAL REFERENCE HEIGHT)		
431-003	AXLE CLAMPING GROUP		
624-009	54 INCH AXLE SPACING		
888-078	IGNITION CONTROLLED ELECTRIC DUMP SWITCH FOR AIR SUSPENSION WITH STATE RETENTION AND GAUGE		
87D-011	REAR AIR SUSPENSION DUMP VALVE AUTOFILL >5 MPH WITH BUZZER AND INDICATOR LIGHT		
910-001	SINGLE AIR REAR SUSPENSION LEVELING VALVE		
623-002	TRANSVERSE CONTROL RODS		
439-005	REAR SHOCK ABSORBERS - TWO AXLES (TANDEM) (AIR RIDE SUSPENSION)		20
<b>Pusher / Tag Equipment</b>			
429-998	NO PUSHER/TAG BRAKE DUST SHIELDS		
<b>Brake System</b>			
490-1AV	WABCO 6S/6M ABS WITH TRACTION CONTROL WITH ATC SHUT OFF SWITCH		
871-001	REINFORCED NYLON, FABRIC BRAID AND WIRE BRAID CHASSIS AIR LINES		
432-003	RELAY VALVE WITH 5-8 PSI CRACK PRESSURE, NO REAR PROPORTIONING VALVE		
480-040	WABCO SYSTEM SAVER 1200 HEATED AIR DRYER WITH PRESSURE CONTROL VALVE		
483-004	WABCO OIL COALESCING FILTER FOR AIR DRYER		
479-012	AIR DRYER MOUNTED UNDER HOOD		
460-008	STEEL AIR BRAKE RESERVOIRS MOUNTED INSIDE RAIL		
477-019	BW DV-2 AUTO DRAIN VALVE WITH HEATER TO WET TANK; DRAIN VALVE CABLES ON ALL OTHER TANKS		
485-037	CAB BLOW OUT KIT WITH AIR HOSE AND NOZZLE INSIDE LH CAB ENTRY DOOR	2	
<b>Trailer Connections</b>			

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Data Code	Description	Weight Front	Weight Rear
914-001	AIR CONNECTIONS TO END OF FRAME WITH GLAD HANDS FOR TRUCK AND NO DUST COVERS	5	5
296-010	PRIMARY CONNECTOR/RECEPTACLE WIRED FOR SEPARATE STOP/TURN, ABS CENTER PIN POWERED THROUGH IGNITION		
308-020	SUPPLEMENTAL TRAILER WIRING WITH CENTER PIN IGNITION		
303-026	SAE J560 7-WAY PRIMARY TRAILER CABLE RECEPTACLE TEMPORARY TIED & COILED IN CHASSIS END OF FRAME WITH 2' ADDITIONAL; NO BRACKETS		
334-003	SUPPLEMENTAL ISO 3731 7-WAY RECEPTACLE LOCATED WITH PRIMARY RECEPTACLE END OF FRAME		
310-998	NO TRAILER ELECTRICAL CABLE	-10	
<b>Wheelbase &amp; Frame</b>			
545-587	5875MM (231 INCH) WHEELBASE		
546-106	13.0MM X 87.0MM X 311.0MM STEEL FRAME (0.51X3.43X12.24 INCH) 120 KSI	540	340
548-803	TEM TO EVALUATE AND INSTALL FRAME RAIL REINFORCEMENT AS NEEDED FOR FRONT FRAME MOUNTED EQUIPMENT		
552-004	1550MM (61 INCH) REAR FRAME OVERHANG		
55W-006	FRAME OVERHANG RANGE: 61 INCH TO 70 INCH	-30	90
549-002	24 INCH INTEGRAL FRONT FRAME EXTENSION	120	
AC8-99D	CALC'D BACK OF CAB TO REAR SUSP C/L (CA) : 156.3 in		
AE4-99D	CALC'D FRAME LENGTH - OVERALL : 361.24 in		
ZF1-99D	FRAME HEIGHT TOP FRONT UNLADEN : 44.08 in		
ZF2-99D	FRAME HEIGHT TOP FRONT LADEN : 41.0 in		
ZF3-99D	FRAME HEIGHT TOP REAR UNLADEN : 42.72 in		
ZF4-99D	FRAME HEIGHT TOP REAR LADEN : 41.37 in		
553-001	SQUARE END OF FRAME		
559-001	STANDARD WEIGHT ENGINE CROSSMEMBER		
561-007	HEAVY DUTY BACK OF TRANSMISSION CROSSMEMBER	10	
562-063	STANDARD CAST ALUMINUM MIDSHIP		
572-082	STANDARD CAST ALUMINUM REARMOST CROSSMEMBER		
565-001	STANDARD SUSPENSION CROSSMEMBER		20
568-012	CAST ALUMINUM REAR SUSPENSION CROSSMEMBER		

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Data Code	Description	Weight Front	Weight Rear
<b>Chassis Equipment</b>			
025-001	UNPOLISHED ALUMINUM WST EQUIPMENT COVERS		
5CF-001	CLEAR FRAME SPACE REQUESTED		
674-998	NO LH OR RH BACK OF CAB ACCESS	-10	-10
556-142	PAINTED STEEL 3/16 INCH (7GA) VOCATIONAL BUMPER	40	
558-065	FRONT TOW HOOKS - FRONT FRAME EXTENSION MOUNTED		
574-001	BUMPER MOUNTING FOR SINGLE LICENSE PLATE		
551-034	CLASS 10.9 THREADED METRIC FASTENERS		
44Z-002	EXTERIOR HARNESSSES WRAPPED IN ABRASION TAPE		
924-005	UPFIT ROUTING AND CLIPPING BRACKET EXTENSION, UPPER & LOWER, LH, BOC TO SUSPENSION, FOR CUSTOMER/TEM USE		
928-005	UPFIT ROUTING AND CLIPPING BRACKET EXTENSION, UPPER & LOWER, RH, BOC TO SUSPENSION, FOR CUSTOMER/TEM USE		
<b>Fuel Tanks</b>			
204-156	100 GALLON/378 LITER ALUMINUM FUEL TANK - LH	-15	-10
218-006	25 INCH DIAMETER FUEL TANK(S)		
215-005	PLAIN ALUMINUM/PAINTED STEEL FUEL/HYDRAULIC TANK(S) WITH PAINTED BANDS		
212-007	FUEL TANK(S) FORWARD		
664-001	PLAIN STEP FINISH		
205-002	CHROME FUEL TANK CAP(S)		
216-020	EQUIFLO INBOARD FUEL SYSTEM		
202-016	HIGH TEMPERATURE REINFORCED NYLON FUEL LINE		
213-001	INSULATION FOR FUEL LINES	2	
221-008	FUEL COOLER MOUNTED LEFT HAND IN RAIL		
<b>Tires</b>			
093-1XJ	BRIDGESTONE M870 315/80R22.5 20 PLY RADIAL FRONT TIRES	96	
094-0GP	MICHELIN XDN2 11R22.5 16 PLY RADIAL REAR TIRES		160
<b>Wheels</b>			
502-433	ACCURIDE 29039 22.5X9.00 10-HUB PILOT 5.25 INSET 5-HAND STEEL DISC FRONT WHEELS	66	

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Data Code	Description	Weight Front	Weight Rear
505-753	MAXION WHEELS 91262 22.5X8.25 10-HUB PILOT 5-HAND STEEL DISC REAR WHEELS		40
496-011	FRONT WHEEL MOUNTING NUTS		
497-011	REAR WHEEL MOUNTING NUTS		
<b>Cab Exterior</b>			
829-116	121 INCH BBC ALUMINUM CONVENTIONAL CAB		
82A-028	STAINLESS STEEL CAB ACCENT MOLDING		
667-001	FRONT FENDERS		
754-017	BOLT-ON MOLDED FLEXIBLE FENDER EXTENSIONS	10	
678-053	INTERIOR LH AND RH A PILLAR GRAB HANDLES		
65X-010	BRIGHT HOOD MOUNTED AIR INTAKE GRILLE, BLACK SCREEN, WITH LED ACCENT LIGHTS		
640-016	X-SERIES STEEL REINFORCED ALUMINUM CAB		
644-048	X-SERIES VOCATIONAL HOOD		
67U-001	HOOD OPENING ASSIST WITH LOCKING STRUT		
652-016	WESTERN STAR NAMEPLATES		
727-012	DUAL HADLEY SD-978 26 INCH RECTANGULAR AIR HORNS		
726-002	DUAL ELECTRIC HORNS		
575-001	REAR LICENSE PLATE MOUNT END OF FRAME		
312-095	DUAL STAGE INTELLIGENT LED HEADLIGHTS WITH HEATED LENS SYSTEM		
302-073	VISOR MOUNTED LED MARKER LIGHTS		
314-824	WIRING AND SWITCH FOR CUSTOMER FURNISHED SNOW PLOW LAMPS WITH DUAL CONNECTIONS AT BUMPER		
311-001	DAYTIME RUNNING LIGHTS		
294-1AY	INTEGRAL LED STOP/TAIL/BACKUP LIGHTS		
300-043	LED SIDE TURN SIGNAL		
744-105	C-BAR MIRROR SYSTEM WITH DUAL HEATED MIRRORS WITH INTEGRAL HEATED CONVEX, DUAL REMOTE, STAINLESS STEEL BACK COVER, AND BRIGHT C-BAR	20	
796-001	102 INCH EQUIPMENT WIDTH		
743-209	LH AND RH CONVEX MIRRORS INTEGRAL WITH PRIMARY MIRRORS		
74A-001	RH DOWN VIEW MIRROR		
74B-114	RH AND LH HEATED BLACK HOOD/FENDER MOUNTED SIDE VIEW MIRRORS WITH BRIGHT FINISH MOUNTING ARM	8	
729-001	STANDARD SIDE/REAR REFLECTORS		

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Data Code	Description	Weight Front	Weight Rear
677-098	UNPOLISHED ALUMINUM WST AFTERTREATMENT SYSTEM COVER		
275-061	PARK BRAKE REMINDER WARNING SYSTEM		
776-998	NO SLEEPER VENT	-10	
764-020	STAINLESS STEEL EXTERIOR SUN VISOR WITH INTEGRAL MARKER LIGHTS	16	
768-065	HIGH VISIBILITY 3-PIECE SOLAR TINTED REAR WINDOW, (1) 31 INCH X 20 INCH SOLAR TINTED REAR WINDOW, (2) 9 INCH X 20 INCH	20	
663-032	1-PIECE ROPED-IN HEATED WINDSHIELD		
659-006	8 LITER (2 GAL) WINDSHIELD WASHER RESERVOIR, CAB MOUNTED, WITH FLUID LEVEL INDICATOR		
647-001	WHITE WINTERFRONT	2	
<b>Cab Interior</b>			
055-015	X-SERIES BASE INTERIOR TRIM LEVEL PACKAGE		
707-1CW	QUARRY GRAY VINYL BASE LEVEL INTERIOR		
70K-016	CARBON WITH BASE BLACK ACCENT		
772-037	BLACK MATS WITH ADDED FLOOR HEAT AND NOISE INSULATION WITH ACCELERATOR RUB PAD		
785-032	(1) DASH MOUNTED POWER OUTLETS AND (1) DUAL USB CHARGING OUTPUT		
691-001	FORWARD ROOF MOUNTED CONSOLE		
693-019	LH AND RH DOOR STORAGE POCKETS INTEGRATED INTO MOLDED DOOR PANELS		
741-015	(2) COAT HOOKS ON BACKWALL OF CAB		
745-998	NO UPPER BUNK	-50	-50
738-021	DIGITAL ALARM CLOCK IN DRIVER DISPLAY		
720-025	5 LB. FIRE EXTINGUISHER MOUNTED INBOARD OF DRIVER SEAT	10	
170-045	STANDARD HEATER PLUMBING WITH BALL SHUTOFF VALVES AT SUPPLY LINES ONLY		
698-001	RADIATOR MOUNTED AIR CONDITIONER CONDENSER		
739-034	PREMIUM INSULATION		
324-1B2	PREMIUM LED CAB LIGHTING		
787-004	REMOTE KEYLESS ENTRY AND 2 TRANSMITTERS	2	
657-138	ALL UNIT (S) KEYED ALIKE WITH CUSTOMER SPECIFIED KEY NUMBER FT1041		
78G-004	KEY QUANTITY OF 4		

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Data Code	Description	Weight Front	Weight Rear
655-028	LH AND RH ELECTRIC DOOR LOCKS WITH AUTO UNLOCK FEATURE WHEN DOOR IS SET FROM OPEN TO CLOSED POSITION		
64C-002	BRIGHT DOOR HANDLES		
740-998	NO MATTRESS	-20	-15
722-002	TRIANGULAR REFLECTORS WITHOUT FLARES	10	
756-1J6	PREMIUM 2.0 HIGH BACK AIR SUSPENSION DRIVER SEAT WITH 2 AIR LUMBAR, INTEGRATED CUSHION EXTENSION, TILT AND ADJUSTABLE SHOCK	20	
760-036	SEARS TOOL BOX HIGH BACK NON SUSPENSION PASSENGER SEAT	10	
759-007	DUAL DRIVER SEAT ARMRESTS, NO PASSENGER SEAT ARMRESTS		
758-135	BLACK MORDURA CLOTH DRIVER SEAT COVER WITH EMBROIDERED LOGO		
761-138	BLACK MORDURA CLOTH PASSENGER SEAT COVER WITH NO LOGO		
763-1AE	3 POINT HIGH VISIBILITY ORANGE ADJUSTABLE D-RING RETRACTOR DRIVER AND FIXED D- RING PASSENGER SEAT BELTS WITH DRIVER STATUS INDICATOR LIGHT AND AUDIBLE ALARM		
532-002	ADJUSTABLE TILT AND TELESCOPING STEERING COLUMN		
540-044	4-SPOKE 18 INCH (450MM) BLACK STEERING WHEEL WITH SWITCHES		
765-002	DRIVER AND PASSENGER INTERIOR SUN VISORS		

#### Instruments & Controls

185-004	STANDARD FOOT PEDAL SYSTEM		
106-002	ELECTRONIC ACCELERATOR CONTROL		
870-001	BLACK GAUGE BEZELS		
734-018	STANDARD CENTER INSTRUMENT PANEL		
838-001	(1) PNEUMATIC SINGLE BRAKE APPLICATION AIR GAUGE		
840-001	DUAL NEEDLE PRIMARY AND SECONDARY AIR PRESSURE GAUGE		
198-003	DASH MOUNTED AIR RESTRICTION INDICATOR WITH GRADUATIONS	2	
721-021	87 DB TO 112 DB SELF-ADJUSTING BACKUP ALARM		3
149-015	ELECTRONIC CRUISE CONTROL WITH CONTROLS ON STEERING WHEEL SPOKES		

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Data Code	Description	Weight Front	Weight Rear
156-007	KEY OPERATED IGNITION SWITCH AND INTEGRAL START POSITION; 4 POSITION OFF/RUN/START/ACCESSORY		
811-044	PREMIUM INSTRUMENT CLUSTER WITH 5.0 INCH TFT COLOR DISPLAY		
81B-003	DIGITAL PANEL LAMP DIMMER SWITCH IN DRIVER DISPLAY		
160-045	HEAVY DUTY ONBOARD DIAGNOSTICS INTERFACE CONNECTOR WITH DUST CAP LOCATED BELOW LH DASH		
844-001	2 INCH ELECTRIC FUEL GAUGE		
148-074	ENGINE REMOTE INTERFACE NOT CONFIGURED		
866-019	DIGITAL DUAL REAR AXLE TEMPERATURE IN DRIVER DISPLAY WITH SENSOR SHIELDS		
856-001	ELECTRICAL ENGINE COOLANT TEMPERATURE GAUGE		
854-008	DIGITAL ENGINE OIL TEMPERATURE IN DRIVER DISPLAY		
852-002	ELECTRIC ENGINE OIL PRESSURE GAUGE		
864-001	2 INCH TRANSMISSION OIL TEMPERATURE GAUGE		
867-004	ELECTRONIC OUTSIDE TEMPERATURE SENSOR DISPLAY IN DRIVER MESSAGE CENTER		
830-017	ENGINE AND TRIP HOUR METERS INTEGRAL WITHIN DRIVER DISPLAY		
372-123	PTO CONTROLS FOR ENHANCED VEHICLE ELECTRIC/ELECTRONIC ARCHITECTURE		
736-998	NO OBSTACLE DETECTION SYSTEM		
73K-998	NO SIDE OBJECT DETECTION SYSTEM		
72J-998	NO DR ASSIST SYSTEM		
49B-998	NO VEHICLE STABILITY ADVISOR OR CONTROL		
73B-998	NO LANE DEPARTURE WARNING SYSTEM		
35M-010	1 QUICKFIT PROGRAMABLE MODULE (QPM/XMC)	10	
6TS-005	TMC RP1226 ACCESSORY CONNECTOR LOCATED BEHIND PASSENGER SIDE REMOVEABLE DASH PANEL		
746-143	7" B-PANEL INTERACTIVE TOUCHSCREEN DISPLAY RADIO W/ USB-C, APPLE CARPLAY, ANDROID AUTO, BLUETOOTH/AM/FM/SXM/WB, WITH MICROPHONE		
747-001	DASH MOUNTED RADIO		
750-041	STANDARD SPEAKER SYSTEM		
753-998	NO AM/FM RADIO ANTENNA		



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Data Code	Description	Weight Front	Weight Rear
748-006	POWER AND GROUND WIRING PROVISION OVERHEAD		
749-001	ROOF/OVERHEAD CONSOLE CB RADIO PROVISION		
751-001	SINGLE REMOTE SPEAKER WITH LEAD FOR 2- WAY RADIO		
752-004	SINGLE FIBERGLASS LH MIRROR MOUNTED CB ANTENNA WITH BRACKET AND LEAD		
75W-001	HEADLINER MULTI-BAND ANTENNA: AM/FM/WEATHERBAND, WIFI/BLUETOOTH, GNSS/GPS		
78C-003	INTEROPERABLE SDAR ANTENNA		
810-027	ELECTRONIC MPH SPEEDOMETER WITH SECONDARY KPH SCALE, WITHOUT ODOMETER		
812-032	ELECTRONIC 2500 RPM TACHOMETER		
813-1C8	DETROIT CONNECT PLATFORM HARDWARE		
8D1-315	5 YEARS DAIMLER CONNECTIVITY BASE PACKAGE (FEATURES VARY BY MODEL) POWERED BY DETROIT CONNECT ON CUMMINS ENGINES		
162-002	IGNITION SWITCH CONTROLLED ENGINE STOP		
329-127	TWO EXTRA HARDWIRED SWITCHES IN DASH, ROUTE TO UNDER CAB, BLUNTCUT		
4C1-005	HARDWIRE SWITCH #1, ON/OFF MOMENTARY, 20 AMPS IGNITION POWER		
4C2-026	HARDWIRE SWITCH #2, ON/OFF LATCHING, 10 AMPS BATTERY POWER		
81Y-005	PRE-TRIP INSPECTION FEATURE FOR EXTERIOR LAMPS ONLY		
482-001	BW TRACTOR PROTECTION VALVE		
883-001	TRAILER HAND CONTROL BRAKE VALVE		
842-006	DIGITAL TURBO AIR PRESSURE IN DRIVER DISPLAY		
836-015	DIGITAL VOLTAGE DISPLAY INTEGRAL WITH DRIVER DISPLAY		
304-030	ROTARY HEADLAMP SWITCH, MARKER LIGHTS/HEADLIGHTS SWITCH WITH PULL OUT FOR OPTIONAL FOG/ROAD LAMPS		
882-021	TWO VALVE PARKING BRAKE SYSTEM WITH DASH VALVE CONTROL AUTONEUTRAL AND WARNING INDICATOR		
299-020	SELF CANCELING TURN SIGNAL SWITCH WITH DIMMER, HEADLAMP FLASH, WASH/WIPE/INTERMITTENT		

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Data Code	Description	Weight Front	Weight Rear
48H-001	QUICKFIT POWERTRAIN INTERFACE CONNECTOR LOCATED BETWEEN SEATS WITH CAPS		
48C-001	QUICKFIT PROGRAMMABLE INTERFACE CONNECTOR(S) BETWEEN SEATS WITH CAP		

### Design

065-000	PAINT: ONE SOLID COLOR		
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### Color

980-5F6	CAB COLOR A: L0006EY WHITE ELITE EY		
986-020	BLACK, HIGH SOLIDS POLYURETHANE CHASSIS PAINT		
962-972	POWDER WHITE (N0006EA) FRONT WHEELS/RIMS (PKWHT21, TKWHT21, W, TW)		
966-972	POWDER WHITE (N0006EA) REAR WHEELS/RIMS (PKWHT21, TKWHT21, W, TW)		
964-993	BUMPER PAINTED SAME AS CHASSIS		

### Certification / Compliance

996-001	U.S. FMVSS CERTIFICATION, EXCEPT SALES CABS AND GLIDER KITS		
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### Secondary Factory Options

998-001	CORPORATE PDI CENTER IN-SERVICE ONLY		
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### Raw Performance Data

5MA-500	CFS,RH,OB,#1,START 0" BOC		
5MB-096	CFS,RH,OB,#1, 96" LONG		
5MC-500	CFS,RH,IB,#1,START 0" BOC		
5MD-049	CFS,RH,IB,#1, 49" LONG		

## TOTAL VEHICLE SUMMARY

### Weight Summary

	Weight Front	Weight Rear	Total Weight
Factory Weight <sup>+</sup>	10941 lbs	8176 lbs	19117 lbs
Total Weight <sup>+</sup>	10941 lbs	8176 lbs	19117 lbs

### Extended Warranty

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WAI-5AG	CUM 2017 X15: HD1 EFFICIENCY 5 YEARS / 100,000 MILES / 161,000 KM EXT WARRANTY.FEX APPLIES
WAX-117	CUM 2017 X15: AT3 EFFICIENCY 5 YEARS / 100,000 MILES / 161,000 KM AFTERTREATMENT.FEX APPLIES
WBB-338	TC4: US HD STANDARD/MODERATE VOCATIONAL 5 YEARS/100,000 MILES/161,000 KM EXTENDED TRUCK COVERAGE
WAG-042	TOWING: 5 YEARS/UNLIMITED MILES/KM EXTENDED TOWING COVERAGE \$1200 CAP FEX APPLIES

(+) Weights shown are estimates only.

If weight is critical, contact Customer Application Engineering.

(\*\*\*) All cost increases for major components (Engines, Transmissions, Axles, Front and Rear Tires) and government mandated requirements, tariffs, and raw material surcharges will be passed through and added to factory invoices.

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## Q U O T A T I O N

### WESTERN STAR 49X

SET BACK AXLE - TRUCK CUM X15 500V HP @ 1900 RPM, 2000 GOV RPM, 1850 LB-FT @ 900 RPM ALLISON 4500 RDS AUTOMATIC TRANSMISSION WITH PTO PROVISION MERITOR RT-46-160P 46,000# R-SERIES TANDEM REAR AXLE WITH PUMP HENDRICKSON PRIMAAX EX 46,000# REAR AIR SUSPENSION DETROIT DA-F-20.0-5 20,000# FL1 71.0 KPI/3.74 DROP SINGLE FRONT AXLE	20,000# FLAT LEAF FRONT SUSPENSION 121 INCH BBC ALUMINUM CONVENTIONAL CAB 5875MM (231 INCH) WHEELBASE 13.0MM X 87.0MM X 311.0MM STEEL FRAME (0.51X3.43X12.24 INCH) 120 KSI 1550MM (61 INCH) REAR FRAME OVERHANG TEM TO EVALUATE AND INSTALL FRAME RAIL REINFORCEMENT AS NEEDED FOR FRONT FRAME MOUNTED EQUIPMENT
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			PER UNIT		TOTAL
VEHICLE PRICE	TOTAL # OF UNITS (1)	\$	191,715	\$	191,715
EXTENDED WARRANTY		\$	7,220	\$	7,220
DEALER INSTALLED OPTIONS		\$	0	\$	0
<b>CUSTOMER PRICE BEFORE TAX</b>		<b>\$</b>	<b>198,935</b>	<b>\$</b>	<b>198,935</b>

### TAXES AND FEES

FEDERAL EXCISE TAX (FET)	\$	(358)	\$	(358)
TAXES AND FEES	\$	0	\$	0
OTHER CHARGES	\$	0	\$	0

### TRADE-IN

<b>TRADE-IN ALLOWANCE</b>	\$	(0)	\$	(0)
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<b>BALANCE DUE</b>	<b>(LOCAL CURRENCY)</b>	<b>\$</b>	<b>198,577</b>	<b>\$</b>	<b>198,577</b>
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#### COMMENTS:

Projected delivery on \_\_\_\_ / \_\_\_\_ / \_\_\_\_ provided the order is received before \_\_\_\_ / \_\_\_\_ / \_\_\_\_.

#### APPROVAL:

Please indicate your acceptance of this quotation by signing below:

Customer: X\_\_\_\_\_ Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_.

**Prepared for:**  
 BRIAN FRANKLIN  
 DOUGLAS COUNTY  
 3030 N INDUSTRIAL WAY  
 CASTLE ROCK, CO 80109  
 Phone: 303-660-7361

**Prepared by:**  
 Will Schafer  
 TRANSWEST TRUCK TRAILER RV  
 20770 E I76 FRONTAGE ROAD  
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 Phone: (303)289-3161

## Q U O T A T I O N   D E T A I L S

### EXTENDED WARRANTY

CUM 2017 X15: HD1 EFFICIENCY 5 YEARS / 100,000 MILES / 161,000 KM EXT WARRANTY.FEX APPLIES	\$	1,590	\$	1,590
CUM 2017 X15: AT3 EFFICIENCY 5 YEARS / 100,000 MILES / 161,000 KM AFTERTREATMENT.FEX APPLIES	\$	945	\$	945
TC4: US HD STANDARD/MODERATE VOCATIONAL 5 YEARS/100,000 MILES/161,000 KM EXTENDED TRUCK COVERAGE	\$	2,875	\$	2,875
TOWING: 5 YEARS/UNLIMITED MILES/KM EXTENDED TOWING COVERAGE \$1200 CAP FEX APPLIES	\$	1,810	\$	1,810

### Daimler Truck Financial

Financing that works for you.

See your local dealer for a competitive quote from Daimler Truck Financial, or contact us at [Information@dtfoffers.com](mailto:Information@dtfoffers.com).

Daimler Truck Financial offers a variety of finance, lease and insurance solutions to fit your business needs. For more information about our products and services, visit our website at [www.daimler-truckfinancial.com](http://www.daimler-truckfinancial.com).

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## Sourcewell Contract Number 032824-DAI

### S P E C I F I C A T I O N P R O P O S A L

Data Code	Description	Weight Front	Weight Rear
<b>Price Level</b>			
PRL-29D	SD PRL-29D (EFF:MY26 ORDERS)		
<b>Data Version</b>			
DRL-045	SPECPRO21 DATA RELEASE VER 045		
<b>Vehicle Configuration</b>			
001-176	108SD PLUS CONVENTIONAL CHASSIS	6,829	3,748
004-226	2026 MODEL YEAR SPECIFIED		
002-004	SET BACK AXLE - TRUCK		
019-006	TRAILER TOWING PROVISION AT END OF FRAME WITH SAE J560	10	10
003-001	LH PRIMARY STEERING LOCATION		
<b>General Service</b>			
AA1-003	TRUCK/TRAILER CONFIGURATION		
AA6-002	DOMICILED, USA (EXCLUDING CALIFORNIA AND CARB OPT-IN STATES)		
99D-029	EPA CLEAN IDLE LABEL FOR INITIAL REGISTRATION IN EPA OR ACT STATES - (INCLUDES 6X4 INCH LABEL ON LEFT OF HOOD)		
A85-010	UTILITY/REPAIR/MAINTENANCE SERVICE		
A84-1GM	GOVERNMENT BUSINESS SEGMENT		
AA4-010	DIRT/SAND/ROCK COMMODITY		
AA5-002	TERRAIN/DUTY: 100% (ALL) OF THE TIME, IN TRANSIT, IS SPENT ON PAVED ROADS		
AB1-008	MAXIMUM 8% EXPECTED GRADE		
AB5-001	SMOOTH CONCRETE OR ASPHALT PAVEMENT - MOST SEVERE IN-TRANSIT (BETWEEN SITES) ROAD SURFACE		
995-1A0	FREIGHTLINER SD VOCATIONAL WARRANTY		
A66-99D	EXPECTED FRONT AXLE(S) LOAD : 20000.0 lbs		
A68-99D	EXPECTED REAR DRIVE AXLE(S) LOAD : 23000.0 lbs		



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Data Code	Description	Weight Front	Weight Rear
A63-99D	EXPECTED GROSS VEHICLE WEIGHT CAPACITY : 43000.0 lbs		
A70-99D	EXPECTED GROSS COMBINATION WEIGHT : 80000.0 lbs		
<b>Truck Service</b>			
AA3-018	FRONT PLOW/END DUMP BODY		
AF3-142	MONROE TRUCK EQUIPMENT		
<b>Tractor Service</b>			
AA2-005	FLATBED TRAILER		
AH6-001	SINGLE (1) TRAILER		
<b>Engine</b>			
101-3BU	CUM L9 370 HP @ 2100 RPM; 2100 GOV RPM, 1250 LB-FT @ 1200 RPM		
<b>Electronic Parameters</b>			
79A-075	75 MPH ROAD SPEED LIMIT		
79B-000	CRUISE CONTROL SPEED LIMIT SAME AS ROAD SPEED LIMIT		
79V-001	FUEL DOSING OF AFTERTREATMENT ENABLED IN PTO MODE-CLEANS HYDROCARBONS AT HIGH TEMPERATURES ONLY		
80F-001	AUTOMATIC OIL LIFE MONITOR WITH ALERT AT 5% OF INTERVAL REMAINING		
80G-015	PTO MINIMUM RPM - 800		
80J-001	REGEN INHIBIT SPEED THRESHOLD - 0 MPH		
80V-006	ENGINE MOUNT PTO, NO SWITCH, TEM SUPPLIED REQUEST, DRIVING INTERLOCKS		
<b>Engine Equipment</b>			
99C-024	EPA 2010/GHG 2024 CONFIGURATION		
13E-001	STANDARD OIL PAN		
105-001	ENGINE MOUNTED OIL CHECK AND FILL		
014-108	SIDE OF HOOD AIR INTAKE WITH FIREWALL MOUNTED DONALDSON AIR CLEANER WITH SAFETY ELEMENT AND INSIDE/OUTSIDE AIR WITH SNOW DOOR	10	
124-1DJ	DR 12V 160 AMP 36-SI BRUSHLESS QUADRAMOUNT PAD ALTERNATOR WITH REMOTE BATTERY VOLT SENSE	10	
292-235	(2) DTNA GENUINE, FLOODED STARTING, MIN 2000CCA, 370RC, THREADED STUD BATTERIES		
290-1B9	BATTERY BOX WITH ALUMINUM COVER MOUNTED LONG SIDE TO RAIL		
	SUPPLY BATTERY BOX FOR (4) BATTERIES REF VIN UR6598		

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Data Code	Description	Weight Front	Weight Rear
281-001	STANDARD BATTERY JUMPERS		
282-003	SINGLE BATTERY BOX FRAME MOUNTED LH SIDE BACK OF CAB		
291-017	WIRE GROUND RETURN FOR BATTERY CABLES WITH ADDITIONAL FRAME GROUND RETURN		
289-011	NON-POLISHED BATTERY BOX COVER WITH TETHER		
293-058	NON-ESSENTIAL POSITIVE LOAD DISCONNECT, IN CAB CONTROL SWITCH MOUNTED OUTBOARD OF DRIVER SEAT	2	
295-029	POSITIVE AND NEGATIVE POSTS FOR JUMPSTART LOCATED ON FRAME NEXT TO STARTER	2	
306-015	PROGRESSIVE LOW VOLTAGE DISCONNECT AT 12.3 VOLTS FOR DESIGNATED CIRCUITS	2	
107-032	CUMMINS TURBOCHARGED 18.7 CFM AIR COMPRESSOR WITH INTERNAL SAFETY VALVE		
152-041	ELECTRONIC ENGINE INTEGRAL SHUTDOWN PROTECTION SYSTEM		
128-1AN	C-BRAKE BY JACOBS WITH HIGH MED LOW BRAKE WITH BRAKE LAMPS	80	
016-1C2	RH OUTBOARD UNDER STEP MOUNTED HORIZONTAL AFTERTREATMENT SYSTEM ASSEMBLY WITH RH B-PILLAR MOUNTED VERTICAL TAILPIPE	30	25
28F-014	ENGINE AFTERTREATMENT DEVICE, AUTOMATIC OVER THE ROAD REGENERATION AND VIRTUAL REGENERATION REQUEST SWITCH IN CLUSTER		
239-200	INTEGRATED STACK AND B-PILLAR PIPE WITH MINIMUM STACK PROTRUSION ABOVE CAB		
233-017	STANDARD CURVE BRIGHT UPPER STACK(S)		
237-1CR	RH CURVED VERTICAL TAILPIPE B-PILLAR MOUNTED ROUTED FROM STEP		
23U-001	6 GALLON DIESEL EXHAUST FLUID TANK	-35	-10
30N-003	100 PERCENT DIESEL EXHAUST FLUID FILL		
23Y-002	DIESEL EXHAUST FLUID PUMP MOUNTED AFT OF DIESEL EXHAUST FLUID TANK		
43X-002	LH MEDIUM DUTY STANDARD DIESEL EXHAUST FLUID TANK LOCATION		
43Y-001	STANDARD DIESEL EXHAUST FLUID TANK CAP		
242-001	STAINLESS STEEL AFTERTREATMENT DEVICE/MUFFLER/TAILOPIPE SHIELD		
273-058	AIR POWERED ON/OFF ENGINE FAN CLUTCH		
276-001	AUTOMATIC FAN CONTROL WITHOUT DASH SWITCH, NON ENGINE MOUNTED		



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Data Code	Description	Weight Front	Weight Rear
110-003	CUMMINS SPIN ON FUEL FILTER		
118-008	COMBINATION FULL FLOW/BYPASS OIL FILTER		
266-104	1115 SQUARE INCH ALUMINUM RADIATOR		
103-039	ANTIFREEZE TO -34F, OAT (NITRITE AND SILICATE FREE) EXTENDED LIFE COOLANT		
171-007	GATES BLUE STRIPE COOLANT HOSES OR EQUIVALENT		
172-007	GATES POWERGRIP SHRINK BAND HOSE CLAMPS WHERE POSSIBLE		
270-016	RADIATOR DRAIN VALVE		
360-013	1350 ADAPTER FLANGE FOR FRONT PTO PROVISION	20	
138-011	PHILLIPS-TEMRO 1000 WATT/115 VOLT BLOCK HEATER	4	
140-022	CHROME ENGINE HEATER RECEPTACLE MOUNTED UNDER LH DOOR		
132-004	ELECTRIC GRID AIR INTAKE WARMER		
155-058	DELCO 12V 38MT HD STARTER WITH INTEGRATED MAGNETIC SWITCH		

#### Transmission

342-582	ALLISON 3000 RDS AUTOMATIC TRANSMISSION WITH PTO PROVISION
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#### Transmission Equipment

343-339	ALLISON VOCATIONAL PACKAGE 223 - AVAILABLE ON 3000/4000 PRODUCT FAMILIES WITH VOCATIONAL MODELS RDS, HS, MH AND TRV
84B-012	ALLISON VOCATIONAL RATING FOR ON/OFF HIGHWAY APPLICATIONS AVAILABLE WITH ALL PRODUCT FAMILIES
84C-023	PRIMARY MODE GEARS, LOWEST GEAR 1, START GEAR 1, HIGHEST GEAR 6, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY
84D-028	SECONDARY MODE GEARS, LOWEST GEAR 1, START GEAR 2, HIGHEST GEAR 6, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY
84E-000	PRIMARY SHIFT SCHEDULE RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE
84F-000	SECONDARY SHIFT SCHEDULE RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE
84G-000	PRIMARY SHIFT SPEED RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE

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Data Code	Description	Weight Front	Weight Rear
84H-000	SECONDARY SHIFT SPEED RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE		
84J-000	ENGINE BRAKE RANGE PRESELECT RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE		
84K-002	2ND GEAR ENGINE BRAKE ALTERNATE PRESELECT WITH MODERATE DOWNSHIFT STRATEGY		
84N-004	FUEL SENSE 2.0 PLUS - DYNACTIVE: PERFORMANCE, NEUTRAL AT STOP: ACTIVE		
84U-000	DRIVER SWITCH INPUT - DEFAULT - NO SWITCHES		
84V-001	DIRECTION CHANGE ENABLED WITH MULTIPLEXED SERVICE BRAKES - ALLISON 5TH GEN TRANSMISSIONS		
353-074	QUICKFIT BODY LIGHTING CONNECTOR UNDER CAB, WITH BLUNTCUTS		
34C-011	ELECTRONIC TRANSMISSION WIRING TO CUSTOMER INTERFACE CONNECTOR		
341-018	MAGNETIC PLUGS, ENGINE DRAIN, TRANSMISSION DRAIN, AXLE(S) FILL AND DRAIN		
345-003	PUSH BUTTON ELECTRONIC SHIFT CONTROL, DASH MOUNTED		
97G-004	TRANSMISSION PROGNOSTICS - ENABLED 2013		
370-015	WATER TO OIL TRANSMISSION COOLER, IN RADIATOR END TANK	15	
346-003	TRANSMISSION OIL CHECK AND FILL WITH ELECTRONIC OIL LEVEL CHECK		
35T-001	SYNTHETIC TRANSMISSION FLUID (TES-295 COMPLIANT)		

#### Front Axle and Equipment

400-1BB	DETROIT DA-F-20.0-5 20,000# FL1 71.0 KPI/3.74 DROP SINGLE FRONT AXLE	190
402-1B1	MERITOR EX-L AIR DISC FRONT BRAKES	
403-002	NON-ASBESTOS FRONT BRAKE LINING	
419-004	FRONT DISC BRAKE ROTORS	
427-001	FRONT BRAKE DUST SHIELDS	5
409-006	FRONT OIL SEALS	
408-001	VENTED FRONT HUB CAPS WITH WINDOW, CENTER AND SIDE PLUGS - OIL	
416-022	STANDARD SPINDLE NUTS FOR ALL AXLES	
405-030	FRONT AIR DISC BRAKE INTERNAL ADJUSTERS	
406-001	STANDARD KING PIN BUSHINGS	

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Data Code	Description	Weight Front	Weight Rear
536-055	TRW THP-60 POWER STEERING WITH RCH45 AUXILIARY GEAR	130	
539-003	POWER STEERING PUMP		
534-003	4 QUART POWER STEERING RESERVOIR		
533-001	OIL/AIR POWER STEERING COOLER		
40T-001	MINERAL SAE 80/90 FRONT AXLE LUBE		
<b>Front Suspension</b>			
620-025	20,000# TAPERLEAF FRONT SUSPENSION	200	
619-005	MAINTENANCE FREE RUBBER BUSHINGS - FRONT SUSPENSION		
410-001	FRONT SHOCK ABSORBERS		
<b>Rear Axle and Equipment</b>			
420-051	MERITOR RS-23-160 23,000# R-SERIES SINGLE REAR AXLE		180
421-538	5.38 REAR AXLE RATIO		
424-001	IRON REAR AXLE CARRIER WITH STANDARD AXLE HOUSING		
386-073	MXL 17T MERITOR EXTENDED LUBE MAIN DRIVELINE WITH HALF ROUND YOKES	20	20
452-001	DRIVER CONTROLLED TRACTION DIFFERENTIAL - SINGLE REAR AXLE		20
878-018	(1) DRIVER CONTROLLED DIFFERENTIAL LOCK REAR VALVE FOR SINGLE DRIVE AXLE		
87B-026	INDICATOR LIGHT AND BUZZER FOR EACH DIFFERENTIAL LOCKOUT SWITCH, ENGAGE AT SPEEDS 5 MPH OR LESS, DISENGAGE W/IGN OFF		
423-1A4	MERITOR EX-L OPTIMIZED AXIAL AIR DISC REAR BRAKES		-40
433-002	NON-ASBESTOS REAR BRAKE LINING		
434-003	STANDARD BRAKE CHAMBER LOCATION		
451-005	REAR DISC BRAKE ROTORS		
425-002	REAR BRAKE DUST SHIELDS		5
440-006	REAR OIL SEALS		
426-1AH	AIR DISC LONGSTROKE 1-DRIVE AXLE SPRING PARKING CHAMBERS		
428-030	REAR AIR DISC BRAKE INTERNAL ADJUSTERS		
41T-002	CURRENT AVAILABLE SYNTHETIC 75W-90 REAR AXLE LUBE		
42T-010	MERITOR METAL/COMPOSITE FITTING AND U-TUBE REAR AXLE BREATHER(S)		
<b>Rear Suspension</b>			

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Data Code	Description	Weight Front	Weight Rear
622-1H0	HENDRICKSON PRIMAAX EX 23,000# REAR AIR SUSPENSION		160
621-125	HENDRICKSON PRIMAAX 10.00" RIDE HEIGHT		
431-003	AXLE CLAMPING GROUP		
888-077	IGNITION CONTROLLED ELECTRIC DUMP SWITCH FOR AIR SUSPENSION WITH STATE RETENTION		
87D-011	REAR AIR SUSPENSION DUMP VALVE AUTOFILL >5 MPH WITH BUZZER AND INDICATOR LIGHT		
910-001	SINGLE AIR REAR SUSPENSION LEVELING VALVE		
623-002	TRANSVERSE CONTROL RODS		
439-004	REAR SHOCK ABSORBERS - ONE AXLE (AIR RIDE SUSPENSION)		

#### Pusher / Tag Equipment

429-998	NO PUSHER/TAG BRAKE DUST SHIELDS
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#### Brake System

490-1AU	WABCO 4S/4M ABS WITH TRACTION CONTROL WITH ATC SHUT OFF SWITCH	
871-001	REINFORCED NYLON, FABRIC BRAID AND WIRE BRAID CHASSIS AIR LINES	
904-001	FIBER BRAID PARKING BRAKE HOSE	
412-001	STANDARD BRAKE SYSTEM VALVES	
46D-002	STANDARD AIR SYSTEM PRESSURE PROTECTION SYSTEM	
413-002	STD U.S. FRONT BRAKE VALVE	
432-003	RELAY VALVE WITH 5-8 PSI CRACK PRESSURE, NO REAR PROPORTIONING VALVE	
480-088	WABCO SYSTEM SAVER HP WITH INTEGRAL AIR GOVERNOR AND HEATER	
479-015	AIR DRYER FRAME MOUNTED	
460-001	STEEL AIR BRAKE RESERVOIRS	
477-004	PULL CABLES ON ALL AIR RESERVOIR(S)	
485-037	CAB BLOW OUT KIT WITH AIR HOSE AND NOZZLE INSIDE LH CAB ENTRY DOOR	2

#### Trailer Connections

481-998	NO TRAILER AIR HOSE
476-998	NO AIR HOSE HANGER
914-001	AIR CONNECTIONS TO END OF FRAME WITH GLAD HANDS FOR TRUCK AND NO DUST COVERS

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Data Code	Description	Weight Front	Weight Rear
296-027	PRIMARY CONNECTOR/RECEPTACLE WIRED FOR COMBINATION STOP/TURN, CENTER PIN POWERED THROUGH IGNITION WITH STOP SIGNAL PREWIRE PACKAGE		
303-026	SAE J560 7-WAY PRIMARY TRAILER CABLE RECEPTACLE TEMPORARY TIED & COILED IN CHASSIS END OF FRAME WITH 2' ADDITIONAL; NO BRACKETS		
310-998	NO TRAILER ELECTRICAL CABLE		
<b>Wheelbase &amp; Frame</b>			
545-410	4100MM (161 INCH) WHEELBASE		
546-102	7/16X3-9/16X11-1/8 INCH STEEL FRAME (11.11MMX282.6MM/0.437X11.13 INCH) 120KSI	170	150
548-803	TEM TO EVALUATE AND INSTALL FRAME RAIL REINFORCEMENT AS NEEDED FOR FRONT FRAME MOUNTED EQUIPMENT		
552-021	1275MM (50 INCH) REAR FRAME OVERHANG		
55W-004	FRAME OVERHANG RANGE: 41 INCH TO 50 INCH	20	-100
549-002	24 INCH INTEGRAL FRONT FRAME EXTENSION	140	-20
AC8-99D	CALC'D BACK OF CAB TO REAR SUSP C/L (CA) : 95.87 in		
AE8-99D	CALCULATED EFFECTIVE BACK OF CAB TO REAR SUSPENSION C/L (CA) : 92.87 in		
AE4-99D	CALC'D FRAME LENGTH - OVERALL : 276.78 in		
FSS-0LH	CALCULATED FRAME SPACE LH SIDE : 12.49 in		
FSS-0RH	CALCULATED FRAME SPACE RH SIDE : 62.81 in		
AM6-99D	CALC'D SPACE AVAILABLE FOR DECKPLATE : 0.0 in		
553-001	SQUARE END OF FRAME		
550-001	FRONT CLOSING CROSSMEMBER		
559-003	LIGHTWEIGHT HEAVY DUTY ALUMINUM ENGINE CROSSMEMBER	-12	
562-001	STANDARD MIDSHIP #1 CROSSMEMBER(S)		
572-001	STANDARD REARMOST CROSSMEMBER		
565-002	HEAVY DUTY SUSPENSION CROSSMEMBER		30
<b>Chassis Equipment</b>			
556-1E5	14 INCH PAINTED STEEL BUMPER		
558-001	FRONT TOW HOOKS - FRAME MOUNTED	15	
574-001	BUMPER MOUNTING FOR SINGLE LICENSE PLATE		
585-998	NO MUDFLAP BRACKETS		
590-998	NO REAR MUDFLAPS		

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551-002	HUCK-SPIN ROUND COLLAR CHASSIS FASTENERS		
44Z-002	EXTERIOR HARNESSSES WRAPPED IN ABRASION TAPE		
607-018	CLEAR FRAME RAIL FROM BACK OF CAB TO FRONT REAR SUSPENSION BRACKET, RH RAIL INSIDE/OUTBOARD AND BELOW		
<b>Fifth Wheel</b>			
578-998	NO FIFTH WHEEL		
<b>Fuel Tanks</b>			
204-154	80 GALLON/302 LITER ALUMINUM FUEL TANK - LH	10	
218-006	25 INCH DIAMETER FUEL TANK(S)		
215-005	PLAIN ALUMINUM/PAINTED STEEL FUEL/HYDRAULIC TANK(S) WITH PAINTED BANDS		
212-007	FUEL TANK(S) FORWARD		
664-001	PLAIN STEP FINISH		
205-001	FUEL TANK CAP(S)		
122-1J1	DETROIT FUEL/WATER SEPARATOR WITH WATER IN FUEL SENSOR, HAND PRIMER AND 12 VOLT PREHEATER"	-5	
216-020	EQUIFLO INBOARD FUEL SYSTEM		
202-016	HIGH TEMPERATURE REINFORCED NYLON FUEL LINE		
<b>Tires</b>			
093-1C1	MICHELIN X WORKS XDY 315/80R22.5 20 PLY RADIAL FRONT TIRES	116	
094-0GR	MICHELIN XDN2 12R22.5 16 PLY RADIAL REAR TIRES		140
<b>Hubs</b>			
418-060	CONMET PRESET PLUS PREMIUM IRON FRONT HUBS		
450-060	CONMET PRESET PLUS PREMIUM IRON REAR HUBS		
<b>Wheels</b>			
502-445	ACCURIDE 29300 22.5X9.00 10-HUB PILOT 6.38 INSET 5-HAND STEEL DISC FRONT WHEELS	82	
505-428	ACCURIDE 28828 22.5X8.25 10-HUB PILOT 2-HAND HD STEEL DISC REAR WHEELS		52
496-011	FRONT WHEEL MOUNTING NUTS		
497-011	REAR WHEEL MOUNTING NUTS		

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Data Code	Description	Weight Front	Weight Rear
<b>Cab Exterior</b>			
829-1A5	108 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB		
650-008	AIR CAB MOUNTING		
648-002	NONREMOVABLE BUGSCREEN MOUNTED BEHIND GRILLE		
667-037	SHORT FENDER WITH MUDFLAP		
754-017	BOLT-ON MOLDED FLEXIBLE FENDER EXTENSIONS	10	
678-018	LH AND RH EXTERIOR GRAB HANDLES WITH SINGLE RUBBER INSERT		
645-002	BRIGHT FINISH RADIATOR SHELL/HOOD BEZEL		
646-042	STATIONARY BLACK GRILLE WITH BRIGHT ACCENTS		
65X-003	CHROME HOOD MOUNTED AIR INTAKE GRILLE		
644-004	FIBERGLASS HOOD		
652-001	FREIGHTLINER NAME PLATES		
690-017	HOOD LINER, ADDED FIREWALL AND FLOOR HEAT INSULATION	5	
727-066	DUAL 26 INCH RECTANGULAR POLISHED ALUMINUM AIR HORNS ROOF MOUNTED	4	
726-002	DUAL ELECTRIC HORNS		
728-002	DUAL HORN SHIELDS		
575-001	REAR LICENSE PLATE MOUNT END OF FRAME		
312-083	DUAL ROUND 90MM HALOGEN HEADLIGHTS MOUNTED IN FRONT BUMPER WITH BRIGHT BEZEL MARKER ASSEMBLY		
302-047	LED AERODYNAMIC MARKER LIGHTS		
314-824	WIRING AND SWITCH FOR CUSTOMER FURNISHED SNOW PLOW LAMPS WITH DUAL CONNECTIONS AT BUMPER		
311-001	DAYTIME RUNNING LIGHTS		
294-001	INTEGRAL STOP/TAIL/BACKUP LIGHTS		
300-015	STANDARD FRONT TURN SIGNAL LAMPS		
744-1BC	DUAL WEST COAST BRIGHT FINISH HEATED MIRRORS WITH LH AND RH REMOTE		
797-001	DOOR MOUNTED MIRRORS		
796-001	102 INCH EQUIPMENT WIDTH		
743-204	LH AND RH 8 INCH BRIGHT FINISH CONVEX MIRRORS MOUNTED UNDER PRIMARY MIRRORS		
74A-001	RH DOWN VIEW MIRROR		

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 Will Schafer  
 TRANSWEST TRUCK TRAILER RV  
 20770 E I76 FRONTAGE ROAD  
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Data Code	Description	Weight Front	Weight Rear
74B-1B4	RH AND LH 8 INCH HEATED STAINLESS STEEL FENDER MOUNTED CONVEX MIRRORS WITH TRIPOD BRACKETS	12	
729-001	STANDARD SIDE/REAR REFLECTORS		
275-064	PARK BRAKE REMINDER WARNING SYSTEM; 2-STAGE ELEC HORN & HAZARD LAMP ALERT CTRL BY PART FILTER REGEN REQ'D STATUS		
764-010	COMPOSITE EXTERIOR SUN VISOR	10	
768-043	63X14 INCH TINTED REAR WINDOW		
661-004	TINTED DOOR GLASS LH AND RH WITH TINTED OPERATING WING WINDOWS		
654-011	RH AND LH ELECTRIC POWERED WINDOWS		
769-002	LOWER RH DOOR WINDOW WITH FRESNEL LENS	7	
663-029	1-PIECE BONDED HEATED WIPER PARK SOLAR GREEN GLASS WINDSHIELD		
659-006	8 LITER (2 GAL) WINDSHIELD WASHER RESERVOIR, CAB MOUNTED, WITH FLUID LEVEL INDICATOR		

### Cab Interior

055-019	RUGGED TRIM PACKAGE		
707-107	GRAY & CARBON VINYL INTERIOR "RUGGED"		
70K-020	CARBON WITH PREMIUM GUNMETAL ACCENT (RUGGED)		
706-013	MOLDED DOOR PANEL		
708-013	MOLDED PLASTIC DOOR PANEL		
772-006	BLACK MATS WITH SINGLE INSULATION		
785-026	(1)DASH MOUNTED 12V POWER OUTLET, (1)DASH MOUNTED DUAL USB-C OUTLET		
691-001	FORWARD ROOF MOUNTED CONSOLE		
693-036	LH DOOR STORAGE POCKET		
738-021	DIGITAL ALARM CLOCK IN DRIVER DISPLAY		
742-007	(2) CUP HOLDERS LH AND RH DASH		
680-029	M2/SD DASH		
720-003	5 LB. FIRE EXTINGUISHER	10	
714-001	FIRST AID KIT	2	
700-002	HEATER, DEFROSTER AND AIR CONDITIONER		
701-008	STANDARD HVAC DUCTING WITH SNOW SHIELD FOR FRESH AIR INTAKE		
703-005	MAIN HVAC CONTROLS WITH RECIRCULATION SWITCH		
170-045	STANDARD HEATER PLUMBING WITH BALL SHUTOFF VALVES AT SUPPLY LINES ONLY		



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Data Code	Description	Weight Front	Weight Rear
130-041	VALEO HEAVY DUTY A/C REFRIGERANT COMPRESSOR		
702-002	BINARY CONTROL, R-134A		
739-034	PREMIUM INSULATION		
285-013	SOLID-STATE CIRCUIT PROTECTION AND FUSES		
280-007	12V NEGATIVE GROUND ELECTRICAL SYSTEM		
324-1B2	PREMIUM LED CAB LIGHTING		
787-998	NO SECURITY DEVICE		
657-001	DOOR LOCKS AND IGNITION SWITCH KEYED THE SAME		
78G-004	KEY QUANTITY OF 4		
655-005	LH AND RH ELECTRIC DOOR LOCKS		
740-998	NO MATTRESS	-20	-15
722-002	TRIANGULAR REFLECTORS WITHOUT FLARES	10	
756-339	PREMIUM ISRINGHAUSEN HIGH BACK AIR SUSPENSION DRIVERS SEAT WITH 2 AIR LUMBAR, INTEGRATED CUSHION EXTENSION, TILT AND ADJUSTABLE SHOCK	70	
760-337	BASIC ISRINGHAUSEN HIGH BACK NON SUSPENSION TOOL BOX PASSENGER SEAT		
759-007	DUAL DRIVER SEAT ARMRESTS, NO PASSENGER SEAT ARMRESTS	4	
711-004	LH AND RH INTEGRAL DOOR PANEL ARMRESTS		
758-014	BLACK CORDURA PLUS CLOTH DRIVER SEAT COVER		
761-014	BLACK CORDURA PLUS CLOTH PASSENGER SEAT COVER		
763-102	HIGH VISIBILITY ORANGE SEAT BELTS		
532-002	ADJUSTABLE TILT AND TELESCOPING STEERING COLUMN		
540-044	4-SPOKE 18 INCH (450MM) BLACK STEERING WHEEL WITH SWITCHES		
765-002	DRIVER AND PASSENGER INTERIOR SUN VISORS		

### Instruments & Controls

106-002	ELECTRONIC ACCELERATOR CONTROL
732-998	NO INSTRUMENT PANEL-DRIVER
734-022	FULLY CONFIGURABLE CENTER INSTRUMENT PANELS
870-002	BRIGHT ARGENT FINISH GAUGE BEZELS
486-001	LOW AIR PRESSURE INDICATOR LIGHT AND AUDIBLE ALARM

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Data Code	Description	Weight Front	Weight Rear
840-001	DUAL NEEDLE PRIMARY AND SECONDARY AIR PRESSURE GAUGE		
198-002	INTAKE MOUNTED AIR RESTRICTION INDICATOR WITH GRADUATIONS		
721-003	87 DECIBELS TO 112 DECIBELS AUTOMATIC SELF-ADJUSTING BACKUP ALARM		3
149-015	ELECTRONIC CRUISE CONTROL WITH CONTROLS ON STEERING WHEEL SPOKES		
156-007	KEY OPERATED IGNITION SWITCH AND INTEGRAL START POSITION; 4 POSITION OFF/RUN/START/ACCESSORY		
811-044	PREMIUM INSTRUMENT CLUSTER WITH 5.0 INCH TFT COLOR DISPLAY		
81B-003	DIGITAL PANEL LAMP DIMMER SWITCH IN DRIVER DISPLAY		
160-038	HEAVY DUTY ONBOARD DIAGNOSTICS INTERFACE CONNECTOR LOCATED BELOW LH DASH		
844-001	2 INCH ELECTRIC FUEL GAUGE		
148-073	ENGINE REMOTE INTERFACE FOR REMOTE THROTTLE		
48H-001	QUICKFIT POWERTRAIN INTERFACE CONNECTOR LOCATED BETWEEN SEATS WITH CAPS		
48C-001	QUICKFIT PROGRAMMABLE INTERFACE CONNECTOR(S) BETWEEN SEATS WITH CAP		
163-014	ENGINE REMOTE INTERFACE CONNECTOR AT POWERTRAIN INTERFACE CONNECTOR		
866-018	DIGITAL SINGLE REAR AXLE TEMPERATURE IN DRIVER DISPLAY WITH SENSOR SHIELD		
856-001	ELECTRICAL ENGINE COOLANT TEMPERATURE GAUGE		
852-002	ELECTRIC ENGINE OIL PRESSURE GAUGE		
864-001	2 INCH TRANSMISSION OIL TEMPERATURE GAUGE		
867-004	ELECTRONIC OUTSIDE TEMPERATURE SENSOR DISPLAY IN DRIVER MESSAGE CENTER		
830-017	ENGINE AND TRIP HOUR METERS INTEGRAL WITHIN DRIVER DISPLAY		
372-123	PTO CONTROLS FOR ENHANCED VEHICLE ELECTRIC/ELECTRONIC ARCHITECTURE		
736-998	NO OBSTACLE DETECTION SYSTEM		
72J-998	NO DR ASSIST SYSTEM		
49B-998	NO VEHICLE STABILITY ADVISOR OR CONTROL		
73B-998	NO LANE DEPARTURE WARNING SYSTEM		

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Data Code	Description	Weight Front	Weight Rear
679-998	NO OVERHEAD INSTRUMENT PANEL		
35M-010	1 QUICKFIT PROGRAMABLE MODULE (QPM/XMC)	10	
746-143	7" B-PANEL INTERACTIVE TOUCHSCREEN DISPLAY RADIO W/ USB-C, APPLE CARPLAY, ANDROID AUTO, BLUETOOTH/AM/FM/SXM/WB, WITH MICROPHONE		
747-001	DASH MOUNTED RADIO		
750-002	(2) RADIO SPEAKERS IN CAB		
753-998	NO AM/FM RADIO ANTENNA		
748-006	POWER AND GROUND WIRING PROVISION OVERHEAD		
749-001	ROOF/OVERHEAD CONSOLE CB RADIO PROVISION		
752-017	MULTI-BAND AM/FM/WB/CB LH MIRROR MOUNTED ANTENNA SYSTEM		
75W-998	NO MULTIBAND ANTENNA		
78C-004	INTEROPERABLE SDAR ANTENNA, SHIP LOOSE		
810-027	ELECTRONIC MPH SPEEDOMETER WITH SECONDARY KPH SCALE, WITHOUT ODOMETER		
817-001	STANDARD VEHICLE SPEED SENSOR		
812-001	ELECTRONIC 3000 RPM TACHOMETER		
813-1C8	DETROIT CONNECT PLATFORM HARDWARE		
8D1-313	3 YEARS DAIMLER CONNECTIVITY BASE PACKAGE ON (FEATURES VARY BY MODEL) POWERED BY DETROIT CONNECT ON CUMMINS ENGINES		
6TS-005	TMC RP1226 ACCESSORY CONNECTOR LOCATED BEHIND PASSENGER SIDE REMOVEABLE DASH PANEL		
162-002	IGNITION SWITCH CONTROLLED ENGINE STOP		
329-129	FOUR EXTRA HARDWIRED SWITCHES IN DASH, ROUTE TO UNDER CAB, BLUNTCUT		
4C1-005	HARDWIRE SWITCH #1, ON/OFF MOMENTARY, 20 AMPS IGNITION POWER		
4C2-011	HARDWIRE SWITCH #2, ON/OFF LATCHING, 30 AMPS IGNITION POWER		
4C3-018	HARDWIRE SWITCH #3, ON/OFF LATCHING, 20 AMPS BATTERY POWER		
4C4-016	HARDWIRE SWITCH #4, ON/OFF LATCHING, 20 AMPS IGNITION POWER		
81Y-005	PRE-TRIP INSPECTION FEATURE FOR EXTERIOR LAMPS ONLY		
264-030	(1) OVERHEAD MOUNTED LANYARD CONTROL FOR DRIVER AIR HORN		

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Data Code	Description	Weight Front	Weight Rear
482-001	STANDARD TRACTOR PROTECTION VALVE		
883-001	TRAILER HAND CONTROL BRAKE VALVE		
842-006	DIGITAL TURBO AIR PRESSURE IN DRIVER DISPLAY		
836-015	DIGITAL VOLTAGE DISPLAY INTEGRAL WITH DRIVER DISPLAY		
660-001	SINGLE ELECTRIC WINDSHIELD WIPER MOTOR WITH DELAY AND ARCTIC TYPE BLADES		
304-030	ROTARY HEADLAMP SWITCH, MARKER LIGHTS/HEADLIGHTS SWITCH WITH PULL OUT FOR OPTIONAL FOG/ROAD LAMPS		
882-021	TWO VALVE PARKING BRAKE SYSTEM WITH DASH VALVE CONTROL AUTONEUTRAL AND WARNING INDICATOR		
299-020	SELF CANCELING TURN SIGNAL SWITCH WITH DIMMER, HEADLAMP FLASH, WASH/WIPE/INTERMITTENT		
298-046	INTEGRAL ELECTRONIC TURN SIGNAL FLASHER WITH 40 AMP (20 AMP PER SIDE) TRAILER LAMP CAPACITY		
87T-998	NO WRG/SW-OPTL #2, CHAS, AIR		

#### Design

065-000	PAINT: ONE SOLID COLOR
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#### Color

980-5F6	CAB COLOR A: L0006EY WHITE ELITE EY
986-020	BLACK, HIGH SOLIDS POLYURETHANE CHASSIS PAINT
962-972	POWDER WHITE (N0006EA) FRONT WHEELS/RIMS (PKWHT21, TKWHT21, W, TW)
966-972	POWDER WHITE (N0006EA) REAR WHEELS/RIMS (PKWHT21, TKWHT21, W, TW)
964-020	STANDARD BLACK BUMPER PAINT
976-995	SUNVISOR PAINTED SAME AS CAB COLOR A
963-003	STANDARD E COAT/UNDERCOATING

#### Certification / Compliance

996-001	U.S. FMVSS CERTIFICATION, EXCEPT SALES CABS AND GLIDER KITS
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#### Secondary Factory Options

999-074	DEALER/CUSTOMER ADVISED THAT TRAC TECH NO SPIN DIFF VOIDS THE WARRANTY ON THE RING & PINION AND AXLE SHAFTS PER MERITOR WARRANTY LITERATURE
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## TOTAL VEHICLE SUMMARY

### Weight Summary

	Weight Front	Weight Rear	Total Weight
Factory Weight <sup>+</sup>	8196 lbs	4358 lbs	12554 lbs
Total Weight <sup>+</sup>	8196 lbs	4358 lbs	12554 lbs

### Extended Warranty

WAI-47H	CUM 2017 L9: HD1 MD DTY 5 YEARS / 100,000 MILES / 161,000 KM EXTENDED WARRANTY. FEX APPLIES
WAX-101	CUM 2017 L9: AT3 MD DTY 5 YEARS / 100,000 MILES / 161,000 KM AFTERTREATMENT. FEX APPLIES
WBB-344	TC4: MD MODERATE 5 YEARS/100,000 MILES / 161,000 KM EXTENDED TRUCK COVERAGE. FEX APPLIES
WAG-042	TOWING: 5 YEARS/UNLIMITED MILES/KM EXTENDED TOWING COVERAGE \$1200 CAP FEX APPLIES

(+) Weights shown are estimates only.

If weight is critical, contact Customer Application Engineering.

(\*\*\*) All cost increases for major components (Engines, Transmissions, Axles, Front and Rear Tires) and government mandated requirements, tariffs, and raw material surcharges will be passed through and added to factory invoices.

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## Q U O T A T I O N

### 108SD PLUS CONVENTIONAL CHASSIS

SET BACK AXLE - TRUCK	20,000# TAPERLEAF FRONT SUSPENSION
CUM L9 370 HP @ 2100 RPM; 2100 GOV RPM, 1250 LB-FT @ 1200 RPM	108 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB
ALLISON 3000 RDS AUTOMATIC TRANSMISSION WITH PTO PROVISION	4100MM (161 INCH) WHEELBASE
MERITOR RS-23-160 23,000# R-SERIES SINGLE REAR AXLE	NO FIFTH WHEEL
HENDRICKSON PRIMAAX EX 23,000# REAR AIR SUSPENSION	7/16X3-9/16X11-1/8 INCH STEEL FRAME (11.11MMX282.6MM/0.437X11.13 INCH) 120KSI
DETROIT DA-F-20.0-5 20,000# FL1 71.0 KPI/3.74 DROP SINGLE FRONT AXLE	1275MM (50 INCH) REAR FRAME OVERHANG
	TEM TO EVALUATE AND INSTALL FRAME RAIL REINFORCEMENT AS NEEDED FOR FRONT FRAME MOUNTED EQUIPMENT

		PER UNIT	TOTAL
VEHICLE PRICE	TOTAL # OF UNITS (1)	\$ 139,227	\$ 139,227
EXTENDED WARRANTY		\$ 6,000	\$ 6,000
DEALER INSTALLED OPTIONS		\$ 51,400	\$ 51,400
EZ TRAC HYDRALIC FRONT DRIVE AXLE			
CUSTOMER PRICE BEFORE TAX		\$ 196,627	\$ 196,627
<b>TAXES AND FEES</b>			
FEDERAL EXCISE TAX (FET)		\$ (253)	\$ (253)
TAXES AND FEES		\$ 0	\$ 0
OTHER CHARGES		\$ 0	\$ 0
<b>TRADE-IN</b>			
TRADE-IN ALLOWANCE		\$ (0)	\$ (0)
BALANCE DUE	(LOCAL CURRENCY)	\$ 196,374	\$ 196,374

#### COMMENTS:

Projected delivery on \_\_\_\_ / \_\_\_\_ / \_\_\_\_ provided the order is received before \_\_\_\_ / \_\_\_\_ / \_\_\_\_.

#### APPROVAL:

Please indicate your acceptance of this quotation by signing below:

Customer: X\_\_\_\_\_ Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_.

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## Q U O T A T I O N   D E T A I L S

### EXTENDED WARRANTY

CUM 2017 L9: HD1 MD DTY 5 YEARS / 100,000 MILES / 161,000 KM EXTENDED WARRANTY. FEX APPLIES	\$	1,800	\$	1,800
CUM 2017 L9: AT3 MD DTY 5 YEARS / 100,000 MILES / 161,000 KM AFTERTREATMENT. FEX APPLIES	\$	855	\$	855
TC4: MD MODERATE 5 YEARS/100,000 MILES / 161,000 KM EXTENDED TRUCK COVERAGE. FEX APPLIES	\$	1,535	\$	1,535
TOWING: 5 YEARS/UNLIMITED MILES/KM EXTENDED TOWING COVERAGE \$1200 CAP FEX APPLIES	\$	1,810	\$	1,810

### Daimler Truck Financial

Financing that works for you.

See your local dealer for a competitive quote from Daimler Truck Financial, or contact us at [Information@dtfoffers.com](mailto:Information@dtfoffers.com).

Daimler Truck Financial offers a variety of finance, lease and insurance solutions to fit your business needs. For more information about our products and services, visit our website at [www.daimler-truckfinancial.com](http://www.daimler-truckfinancial.com).

**Solicitation Number: RFP #032824****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Daimler Trucks North America, 4555 N. Channel Ave., Portland, OR 97217 (referred to as "DTNA" herein.) DTNA and its authorized dealers are collectively referred to as "Supplier" herein.

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Class 4-8 Chassis and Cabs with Related Equipment, Accessories, and Services from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

**1. TERM OF CONTRACT**

A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.

**EXPIRATION DATE AND EXTENSION.** This Contract expires July 9, 2028, unless it is cancelled sooner pursuant to Article 22. This Contract allows up to three additional one-year extensions upon the request of Sourcewell and written agreement by Supplier. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances.

B. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.



## **2. EQUIPMENT, PRODUCTS, OR SERVICES**

A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier's authorized dealers will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. WARRANTY. Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship, except for components or body installations covered under separate warranties. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

## **3. PRICING**

All Equipment, Products, or Services under this Contract will be priced as described in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected if it fails to meet the specifications agreed between Participating Entity and Supplier. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. **SALES TAX.** Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. **HOT LIST PRICING.** At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

#### **4. PRODUCT AND PRICING CHANGE REQUESTS**

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This

approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference.

## **5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS**

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Participating Entities may request that DTNA's authorized dealers perform work at government-owned facilities, including schools. The provision of such work shall be negotiated with the participating DTNA authorized dealer and the Participating Entity.

## 6. PARTICIPATING ENTITY USE AND PURCHASING

A. **ORDERS AND PAYMENT.** To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to the participating DTNA's authorized dealer that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to the participating DTNA's authorized dealer. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, DTNA's authorized dealer's performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. **ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and participating DTNA authorized dealer, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and the participating DTNA authorized dealer, as applicable. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the participating DTNA authorized dealer may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. **TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to participating DTNA authorized dealer in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

## **7. CUSTOMER SERVICE**

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. **BUSINESS REVIEWS.** Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, performance issues, supply issues, customer issues, and any other necessary information.

## **8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT**

A. **CONTRACT SALES ACTIVITY REPORT.** Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- ;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

DTNA will submit payment to Sourcewell for the administrative fee per unit of Equipment and/or Product as stated in the Proposal. purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

DTNA agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the DTNA is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the DTNA in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

## **9. AUTHORIZED REPRESENTATIVE**

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

## **10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE**

A. AUDIT. Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. ASSIGNMENT. Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. **WAIVER.** Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. **CONTRACT COMPLETE.** This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

## **11. INDEMNITY AND HOLD HARMLESS**

DTNA agrees to defend, indemnify and hold harmless Sourcewell and the Participating Entities from and against any and all claims which are incurred by or asserted against any Sourcewell and/ or Participating Entities by any third party (including Sourcewell or participating Entities personnel), to the extent such claims arise out of or relate to: (a) the negligent acts, negligent omissions, willful misconduct, or strict liability (whether insured against or not) of, or violation of applicable Law by, any DTNA Indemnitees (as defined below); (b) defects in materials, manufacture, workmanship, or design of any Equipment or Product under this Contract, whether latent or patent (including for failure to properly label, failure to properly warn of dangers associated with use, failure to give proper instructions, failure to inspect adequately, and failure to test adequately); (c) a claim alleging that the manufacture, use, or sale of the Equipment infringes the Proprietary Rights of any third person; or (d) performance of Services for which DTNA contracts in a manner inconsistent with the obligations under this Agreement(e) DTNA's breach of any of its warranties, representations, and obligations in this Contract provided, that DTNA's obligation in this Section 11 will not apply to the extent that a claim results from Sourcewell or Participating Entities' negligence, gross negligence or willful misconduct. As used in this Section 11, "DTNA Indemnitee" means, collectively, DTNA , its affiliates, and its and their respective officers, directors, and personnel, and all of their respective permitted successors and permitted assigns.

## **12. GOVERNMENT DATA PRACTICES**

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell



under this Contract and as it applies to all data created, collected, received, maintained, or disseminated by the Supplier under this Contract.

### 13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

#### A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:

- a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
- b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.

2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

- a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
- b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.



C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. **ENDORSEMENT.** The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

#### **14. GOVERNING LAW, JURISDICTION, AND VENUE**

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

#### **15. FORCE MAJEURE**

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

#### **16. SEVERABILITY**

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

#### **17. PERFORMANCE, DEFAULT, AND REMEDIES**

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed

work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

## **18. INSURANCE**

A. **REQUIREMENTS.** At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with the following coverage and limits of insurance:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an claims basis and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury  
 \$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance.* During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all

deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

## **19. COMPLIANCE**

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

## **20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION**

DTNA certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract DTNA declares bankruptcy, DTNA must immediately notify Sourcewell in writing.

DTNA certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. DTNA further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

## **21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS**

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to “federal” should be interpreted to mean the United States federal government.

The following list only applies when a Participating Entity accesses Supplier's Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708).** Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40

hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require 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). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any



agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. DTNA certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. DTNA must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). DTNA must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, DTNA certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

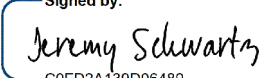
## **22. CANCELLATION**

Sourcewell or DTNA may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal.

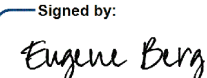


Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

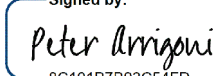
Sourcewell

Signed by:  
  
C0FD2A139D06489...  
By: \_\_\_\_\_  
Jeremy Schwartz  
Title: Chief Procurement Officer  
Date: 8/28/2024 | 5:36 PM CDT \_\_\_\_\_

Daimler Trucks North America

Signed by:  
  
D426A8843A41488...  
By: \_\_\_\_\_  
Eugene Berg  
Title: Director-Vocational Sales  
Date: 8/19/2024 | 3:31 PM CDT \_\_\_\_\_

Daimler Trucks North America

Signed by:  
  
8C101B7B93C54FD...  
By: \_\_\_\_\_  
Peter Arrigoni  
Title: Vice President-Vocational Sales  
Date: 8/27/2024 | 7:06 PM CDT \_\_\_\_\_

# RFP 032824 - Class 4-8 Chassis and Cabs with Related Equipment, Accessories, and Services

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## Vendor Details

Company Name: Daimler Trucks North America

Does your company conduct business under any other name? If yes, please state: Freightliner LLC, Western Star Truck Sales Inc.

Address: 4555 N. Channel Avenue  
Portland , Oregon 97217

Contact: Eugene Berg

Email: eugene.berg@daimlertruck.com

Phone: 503-939-3033

HST#: 93-0790608

## Submission Details

Created On: Wednesday February 14, 2024 18:28:59

Submitted On: Thursday March 28, 2024 09:56:59

Submitted By: Eugene Berg

Email: eugene.berg@daimlertruck.com

Transaction #: 351f998f-52bc-41d6-9e5b-c374ebf0eb65

Submitter's IP Address: 163.116.129.117

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**Specifications****Table 1: Proposer Identity & Authorized Representatives**

**General Instructions** (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Daimler Truck North America LLC	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	Freightliner LLC & Western Star Truck Sales Inc. & Daimler Truck Financial Services	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	None	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	UID: X4T2HM6GUXB1	*
5	Proposer Physical Address:	Daimler Truck North America 4555 N. Channel Ave. Portland, OR 97217	*
6	Proposer website address (or addresses):	Daimler Truck North America   Daimler - <a href="https://northamerica.daimlertruck.com">https://northamerica.daimlertruck.com</a>	*
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Eugene Berg Director - Vocational Sales Daimler Truck North America 4555 N. Channel Ave. Portland, OR 97217 (503) 939-3033 <a href="mailto:Eugene.Berg@DaimlerTruck.com">Eugene.Berg@DaimlerTruck.com</a>	*
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Eugene Berg Director - Vocational Sales Daimler Truck North America 4555 N. Channel Ave. Portland, OR 97217 (503) 939-3033 <a href="mailto:Eugene.Berg@DaimlerTruck.com">Eugene.Berg@DaimlerTruck.com</a>	*
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Jamie Mitchem Vocational District Sales Manager Daimler Truck North America 4555 N. Channel Ave. Portland, OR 97217 (503) 706-5211 <a href="mailto:Jamie.Mitchem@DaimlerTruck.com">Jamie.Mitchem@DaimlerTruck.com</a>	

**Table 2: Company Information and Financial Strength**

Line Item	Question	Response *	
10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>Daimler Truck North America (DTNA), including Freightliner and Western Star truck brands, is the leading manufacturer of Class 6-8 commercial vehicles in North America, holding approximately 40% share of the market. The company is dedicated to serving "all who keep the world moving" and this simple statement of purpose reflects what we believe to be our integral place in the global supply chain. Whether moving foodstuffs from farms to grocery store shelves, goods from manufacturers to markets, or children to school, every single one of our products – while driven by a single individual – is ultimately making a difference in the lives of thousands, and our commitment to those customers operating those vehicles is steadfast and unwavering.</p> <p>As a subsidiary of the global Daimler Truck, we trace our company's history back to Germany of the late 19th century and the earliest days of the engine, as well as the very invention of the truck. From our earliest days, partnerships were core to our business strategy, with two German inventors and businessmen – Gottlieb Daimler and Karl Benz – founding the original Daimler-Benz. The company would continue to evolve and grow over the course of a century to become Daimler AG, at one time the world's largest industrial manufacturing conglomerate, and producer of both heavy trucks and the luxurious line of Mercedes-Benz cars.</p> <p>In late 2021, Daimler AG spun off these businesses into two separate entities. Today, Mercedes-Benz cars remain the benchmark of modern automotive luxury, while Daimler Truck provides solutions that support the global supply chain.</p> <p>Governed by a diverse Board of Management, Daimler Truck's perspective for the future is heavily influenced by our purpose statement, "For All Who Keep the World Moving." And the company intends to maintain its leading position in conventionally powered trucks and buses while simultaneously transforming its product line for a future of CO<sub>2</sub>-neutral transportation.</p> <p>In nearly every country of the world today, you will find trucks and buses from one of our company's brands. In North America, those vehicle brands include Freightliner and Western Star trucks and Thomas Built Buses. The company's portfolio on the continent is further strengthened by Detroit®, a vertically integrated manufacturer of Daimler Truck's proprietary engines, transmissions, axles, and other components and technologies for both conventional and zero-emission vehicles.</p> <p>Our company's proud 130-year history is not only a testament to our resilience, but also emblematic of how partnerships with our customers and our vision for the future help drive toward a common good: good for us, good for our customers, good for society. Even as we've evolved our trucks and buses – and as we continue to evolve their underlying propulsion technologies – we continue to partner with our customers to enable them to keep our world moving. We look forward to having the chance to continue delivering on that purpose for many more centuries to come.</p> <p>Please refer to the following documents for additional information:</p> <ul style="list-style-type: none"> <li>Folder: "Upload Additional Documents"</li> <li>Attachments: "DTNA – Company Overview Links"</li> <li>Hyperlinks contained in attachment:</li> </ul> <ol style="list-style-type: none"> <li>Purpose &amp; Vision: <ol style="list-style-type: none"> <li>Daimler Truck North America   Daimler</li> <li>DTNA Purpose Video</li> <li>DTNA Vision Video</li> </ol> </li> </ol>	*

11	What are your company's expectations in the event of an award?	<p>Simply stated, it is our intent to strategically help grow both the Sourcewell footprint of Members, as well as Daimler Truck's share of the Muni / Government / Not-for-Profit market. Daimler Truck North America and our desirable truck brands, Freightliner and Western Star have substantial experience and a leading position in the sale and service of municipal vehicles. DTNA plans to realize share growth with our inclusion in the Sourcewell Awarded Contract catalog. With an extensive network of dealers covering ALL of Canada and United States, we will utilize this network, through on-site advertising, tradeshows, conventions, dealer open-houses and our numerous corporately held training events, to both educate on and promote the Sourcewell program.</p> <p>If a Sourcewell contract is awarded, we will utilize our internal resources; webinars / social media / dealer training events etc. as well as our large independently owned dealer group and their resources, to promote our Sourcewell contract. If awarded, we look forward to working with the Sourcewell team to establish a joint marketing plan which will maximize the effectiveness of our extensive dealer footprint, throughout the US and Canada, through the resulting launch of our product catalog to the Sourcewell membership.</p> <p>Please refer to the following documents for additional information:</p> <ul style="list-style-type: none"> <li>Folder: "DTNA – Marketing Plan"</li> <li>Attachments: "DTNA Marketing Plan Sample – Sourcewell GTM Strategy"</li> </ul>	*
12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	<p>In late 2021, Daimler Truck Holding AG was established in a spin-off from Daimler AG, the former parent company and owner of both Mercedes-Benz cars and the Daimler Truck family of brands, including Freightliner and Western Star trucks. Daimler Truck Holding AG has been listed on the Frankfurt Stock Exchange (Börse Frankfurt) since that time, where we are included as one of the 40 blue chip DAX index companies.</p> <p>We are abundantly happy to provide our annual filings for 2021, 2022 and 2023, all of which are inclusive of income statements, cash flow statements, and other salient financial data regarding the health and viability of our business. Please note: the latter of these will be available on March 1, 2024, in conjunction with our disclosure schedule. Additionally, the most recent presentation furnished to analysts, investors, and the media at our July 11, 2023 Capital Market Day program can be found here.</p> <p>Please refer to the following documents for additional information:</p> <ul style="list-style-type: none"> <li>Folder: "DTNA – Financial Strength &amp; Stability"</li> <li>Attachments: "DTNA Financial Strength &amp; Stability Hyperlinks"</li> <li>a) Daimler Truck Annual Report 2021</li> <li>b) Daimler Truck Annual Report 2022</li> <li>c) Daimler Truck Annual Report 2023</li> <li>d) Capital Market Day 2023 Presentation (daimlertruck.com)</li> </ul>	*
13	What is your US market share for the solutions that you are proposing?	<p>In 2023, DTNA captured 39.6% of the total US Class 8 Market, along with 35.4% share of the total US Class 6-7 Market. As of February, 2024 – DTNA has grown that share to 49.7% of the total US Class 8 Market and 40.6% share of the total US Class 6-7 Market.</p> <p>Our share of the addressable Truck / Tractor Market (excluding School Busses) is as follows:</p> <ul style="list-style-type: none"> <li>- Class 6/7: 30.7% - Total (30.7% - Freightliner)</li> <li>- Class 8: 36.8% - Total (33.7% Freightliner / 3.1% Western Star)</li> </ul> <p>Daimler Truck North America prides itself in having the right tool for the job in every market we operate in, thus being the preferred choice in classes 6-8.</p> <p>With the introduction of our new Western Star 47X and 49X products with industry leading technology and safety, we expect to continue growth in the Vocational Truck market over the coming years making Daimler Truck products the obvious choice for customers.</p> <p>Please refer to the following documents for additional information:</p> <ul style="list-style-type: none"> <li>Folder: "DTNA - Upload Additional Document"</li> <li>Attachments: "DTNA - North America Market Share"</li> </ul>	*
14	What is your Canadian market share for the solutions that you are proposing?	<p>Class 6/7: 37.5% - Total (37.5% - Freightliner) Class 8: 39.1% - Total (29.5% Freightliner / 9.7% Western Star)</p> <p>These values include tractors and trucks. Daimler Truck North America prides itself in having the right tool for the job in every market we operate in, thus being the preferred choice in classes 6-8.</p> <p>With the introduction of our new Western Star 47X and 49X products with industry leading technology and safety, we expect to continue growth in the Vocational Truck market over the coming years making Daimler Truck products the obvious choice for customers.</p>	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	<p>As of the date of this submission, Daimler Truck North America has never petitioned for bankruptcy protection. Our organization maintains consistent financial strength and stability and is backed globally by a diverse group of investors on the Frankfurt Stock Exchange (Börse Frankfurt).</p> <p>Please refer to the following documents for additional information:</p> <ul style="list-style-type: none"> <li>Folder: "DTNA – Financial Strength &amp; Stability"</li> <li>Attachments: "DTNA Financial Strength &amp; Stability Hyperlinks"</li> <li>a) Daimler Truck Annual Report 2021</li> <li>b) Daimler Truck Annual Report 2022</li> <li>c) Daimler Truck Annual Report 2023</li> <li>d) Capital Market Day 2023 Presentation (daimlertruck.com)</li> </ul>	*
16	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.	<p>DTNA is an Original Equipment Manufacturer (OEM) with over 70 years of experience in the commercial vehicle space. Our organization is backed by an independent dealer network across US, Canada &amp; US Territories. With an extensive presence in 587 sales, service and distributor locations spanning across ALL states, territories and provinces, Daimler Truck North America is the leading commercial vehicle manufacturer in North America. Our portfolio of distinctive brands serves a multitude of industries and commercial vehicle applications. Through affiliated companies like Detroit Diesel Corporation, the company also is a leading provider of heavy- and medium-duty diesel engines and components. As Daimler Truck North America enters its eighth decade, it remains committed to the values on which it was founded: innovation, quality, and an unwavering dedication to meeting customers' needs.</p> <p>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?</p> <p>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p> <p>b) Daimler Truck North America is the leading original equipment manufacturer (OEM) of Class 6-8 commercial vehicles in North America. The sales of our products are performed through a robust network of 448 franchised and independently owned SALES locations, strategically located across the North American continent. The entirety of this dealership network and its employed technicians, are trained and certified by DTNA's trainers to perform routine maintenance and major repairs. In addition, through an exclusive and strategic partnership to provide select services for Freightliner vehicles at approved Love's Truck Care and Speedco locations, Freightliner drivers have access to an even larger network of service points for light mechanical warranty repair work, roadside warranty emergency services, and approved field service and recall campaigns.</p>	*

17	<p>If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.</p>	<p>Daimler Truck North America (DTNA) is dedicated to improving the quality of life and preserving the environment within the communities and societies we engage with. Environmental conservation and the conscious use of energy resources stand as fundamentals of DTNA's mission. Our commitment to these principles is underscored by our attainment of external certification through rigorous audits conducted in accordance with the ISO 14001:2015 Environmental Management and ISO 50001:2018 Energy Management systems. This certification verifies DTNA's alignment with the stringent provisions outlined in these standards.</p> <p>Class 6-8 vehicles under the brand of Freightliner and Western Star Product lines conform to all applicable Federal Motor Vehicle Safety Standards (FMVSS) and the Canada Motor Vehicle Safety Act (CMVSS)</p> <p>Daimler Truck fuel tanks are certified to 49 CFR 393.67 for side mounted tanks and we take into consideration the recommended standards to 49 CFR 399.207.</p> <p>Daimler Truck vehicles takes into considered of Width and length limitations (23 CFR 658) regulated by the Federal Highway Administration</p> <p>The exterior sound level of Daimler Truck North America vehicles conforms to the noise legislation of the US Department of Transportation and the EPA (40 CFR 205)</p> <p>The Interior sound level of Daimler Truck North America vehicles conforms to the noise legislation of the US Department of Transportation (49 CFR 393.94) Canada Motor Vehicle Safety Act (CMVSS 1106) and OSHA (29 CFR 1910.95)</p> <p>Freightliner and Western Star Product are equipped with emission control equipment to comply with all applicable US environmental Protection Agency (EPA) regulations governing control of air population from new motor vehicles and new motor vehicle engines, which are in effect on the date of manufacture. In addition, there are offerings that comply to the State of California Vehicle Code air quality standards (CARB) for new motor vehicles and new motor vehicle engines in effect on the date of vehicle manufacture. In addition to conforming to J1939-13 for On board diagnostics.</p> <p>Daimler Truck North America follows ISO 9001 for Quality Management Systems and takes into consideration and implementation of Functional Safety (ISO 26262) (when developing, designing, and evaluating our vehicles. Our organization also follows ISO 21434 for cybersecurity engineering on Road Vehicles.</p> <p>Please refer to the following documents for additional information:</p> <ul style="list-style-type: none"><li>• Folder: "DTNA - WMBE-MBE-SBE or Related Certificates"</li><li>• Attachments:<ul style="list-style-type: none"><li>1) "Licenses - Certifications"</li><li>2) DTNA Certificate of Insurance</li></ul></li></ul>
18	<p>Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.</p>	<p>Not applicable to our organization</p>

**Table 3: Industry Recognition & Marketplace Success**

Line Item	Question	Response *
19	Describe any relevant industry awards or recognition that your company has received in the past five years	<p>In 2023, Daimler Truck North America's head of eMobility, Rakesh Aneja, was appointed to the Electric Vehicle Working Group, an effort by the Joint Office of Energy and Transportation to work on the integration of light-, medium- and heavy-duty electric vehicles into the U.S. transportation and energy systems. To date, Aneja remains the only OEM representative invited to the Group.</p> <p>In 2022, the U.S. Department of Energy recognized the Detroit® plant for earning Platinum Level SEP 50001 certification for energy conservation in manufacturing, the third consecutive year the facility earned the distinction.</p> <p>In 2022, the Portland Business Journal named Daimler Truck North America "Innovator of the Year" for the company's pioneering work in electric medium- and heavy-duty vehicles, including the Freightliner eCascadia and Freightliner eM2.</p> <p>In 2022, Heavy Duty Trucking named the Detroit® Assurance Suite of Safety Systems a "Top 20 Products" of the year.</p> <p>In 2021, Equipment Today named the Western Star 49X a "Top 50 New Products" of the year.</p> <p>In 2021, Construction Equipment named the Western Star 47X a "Top 100 New Products" of the year.</p> <p>In 2019, Engadget named the Freightliner Cascadia with Detroit Assurance Suite of Safety Systems the "Best of CES" for transportation technology.</p> <p>In 2019, the South Coast Air Quality Management District bestowed the "Clean Air Technology" award on Daimler Truck North America for the company's development of battery electric medium- and heavy-duty trucks.</p> <p>Please refer to the following documents for additional information:</p> <ul style="list-style-type: none"> <li>Folder: "Upload Additional Documents"</li> <li>Attachments: "DTNA – Company Overview Links"</li> <li>Hyperlinks:</li> </ul> <p>2. Awards &amp; Certifications Links:</p> <p>a) Electric Vehicle Working Group · Joint Office of Energy and Transportation (driveelectric.gov)</p> <p>b) Saving Energy and Money: The Daimler Truck North America Plant in Detroit® -- A Journey in Energy Management   Department of Energy</p> <p>c) Makers &amp; Manufacturers Awards Executive of the Year: Tamara Lundgren - Portland Business Journal (bizjournals.com)</p> <p>d) HDT 2022 Top 20 Products - Equipment - Trucking Info</p> <p>e) Daimler wants self-driving trucks on the roads in ten years (engadget.com)</p> <p>f) Daimler Trucks North America Recognized with Clean Air Technology Award   Daimler</p>
20	What percentage of your sales are to the governmental sector in the past three years	<p>Market Share for the Government segment in 2019 was an industry leading 31.4% in the US and 32.7% in Canada</p> <p>Share of DTNA Business:</p> <p>Class 6/7: 2.8% (2021); 3.7% (2022); 3.3% (2023)</p> <p>Class 8: 4.2% (2021); 4.5% (2022); 4.7% (2023)</p> <p>Market Share:</p> <ul style="list-style-type: none"> <li>- Class 6/7: 33.6% (US)</li> <li>- Class 8: 33.0% (US)</li> <li>- Class 6/7: 23.4% (CAN)</li> <li>- Class 8: 46.1% (CAN)</li> </ul> <p>DTNA has a strong presence in the Government Sector, and it is a very important part of our business where we continue to strive for growth.</p> <p>Please refer to the following documents for additional information:</p> <ul style="list-style-type: none"> <li>Folder: "DTNA – Upload Additional Document"</li> <li>Attachments:</li> <li>- "Government Sector Market Share.pdf"</li> </ul>
21	What percentage of your sales are to the education sector in the past three years	As this submission does not include our Thomas Built Bus division (separate proposal submitted under the current School Bus solicitation), the education sector is not applicable to our proposal. That said, the Thomas Built Bus division was 7.1% of our overall business in 2021, 6.1% in 2022, 6.6% in 2023.
22	List any state, provincial, or cooperative purchasing contracts that you hold.  What is the annual sales volume for each of these contracts over the past three years?	<p>As the largest OEM in the municipal sector, DTNA has worked with several of these organizations over the years, but the contracts are held by our dealer network and not directly with us. Examples include: the Houston Galveston Area Council, Miami Dade Sheriffs Association, Texas Buy Board, and NC Sheriff's Association. Sales to these groups were all more than 50 trucks and generated millions of dollars in sales.</p> <p>Please reference additional information in response to Table 5, Question 25 for more detail.</p>
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold.  What is the annual sales volume for each of these contracts over the past three years?	<p>DTNA has a decade's long track record with the US Government (USG) via the GSA's Auto-Choice and Multiple Award Schedule programs. We have also had great success in working with individual branches of Government such as the State Department, USAF, TACOM, USACE, US Navy &amp; Marine Corps via stand-alone contracts. DTNA is viewed as a leading vendor to the USG due to our exceptional customer service and strong support of their marketing efforts such as extensive involvement as a presenter and subject matter expert in the Fed Fleet exhibition. Annual sales on these contacts amount to hundreds of trucks and millions of dollars. As documentation of this success, we have attached market share volumes for the 2023-2024 GSA contract – GS-30F- NA013 in the attached "GSA Contract Results 2023-2024" in the additional documents upload section of our submission. While DTNA is not the prime contractor on any USG sales, we are closely involved with our dealers and the process to ensure the customer need is met.</p> <p>Please refer to the following documents for additional information:</p> <ul style="list-style-type: none"> <li>Folder: "DTNA – Upload Additional Document"</li> <li>Attachments: "GSA Contract Results 2023-2024"</li> </ul>

**Table 4: References/Testimonials**

**Line Item 24.** Supply reference information from three customers who are eligible to be Sourcwell participating entities.

Entity Name *	Contact Name *	Phone Number *
Los Angeles Dept of Water & Power	Tade Mirzakhanyan	818-771-3614
PB Loader	John Styer	559-277-7370
Altec	Breanna Kinman	913-231-6570
Viking Cives	Kevin Newson	801-204-4130

**Table 5: Top Five Government or Education Customers**

**Line Item 25.** Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
GSA	Government	Other	Class 6-8 Trucks	100-250/year	Estimated \$15 - \$37 million	*
CT Dept. of Admin Serv	Government	Connecticut - CT	Class 6-8 Trucks	50-250/year	Estimated \$7 - \$37 million	*
State of Minnesota	Government	Minnesota - MN	Class 6-8 Trucks	50-250/year	Estimated \$7 - \$37 million	*
Texas Controller of Public Acct.	Government	Texas - TX	Class 6-8 Trucks	100-150/year	Estimated \$15 - \$23 million	*
Missouri DOT	Government	Missouri - MO	Class 6-8 Trucks	50-150/year	Estimated \$7 - \$23 million	*

**Table 6: Ability to Sell and Deliver Service**

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable.

Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
26	Sales force.	<p>DTNA's corporate sales force includes several Senior Executives, 10 Regional Directors, as well as 40+ District Sales Managers. With an army of 1,000+ dealer sales professionals, we represent a formidable force, tasked with selling and supporting Freightliner and Western Star Trucks across all of the states and provinces in the U.S. and Canada. DTNA's After Sales Support (field parts and service) group has a similar number of corporate Executive, Regional and District staff. Combined corporate support includes 1,000's of dealer; parts, technician, warranty and Customer Experience (CX) experts. DTNA represents one of (if not) THE largest sales and support networks, in North America.</p> <p>The DTNA dealer sales force is also comprised of 448 Freightliner and Western Star SALES locations across the US and Canada. Employees of these locations include thousands of expertly trained salespeople who are available to Sourcewell Members.</p>	*
27	Dealer network or other distribution methods.	<p>Above and beyond the 448 SALES dealership locations referenced in Question 26, the dealer network also includes numerous Parts &amp; Service locations. The TOTAL DTNA dealer network is comprised of 587 Freightliner / Western Star Sales AND Parts &amp; Service locations, across the US and Canada. Employees of these locations include thousands of expertly trained salespeople who are available to Sourcewell Members. This extensive network draws from 10 strategically placed Parts Delivery Centers across the US and Canada. Additionally, our network has contracts with 171 Detroit Distributor locations, which can service Detroit engines, as well as 413 Loves Truck Care and Speedco locations that are capable of light repairs.</p> <p>While DTNA dealers are the primary point of contact for Sourcewell members, DTNA's aftermarket parts team is the cornerstone of our customer uptime initiatives. With over 800 employees across 10 regional Parts Distribution Centers, we are uniquely positioned to support our customer base across North America. One of the primary goals of DTNA's Aftermarket PDC network is to be positioned to support our dealers in delivering within 12-hrs or less via a direct delivery service (DDS) route.</p> <p>Members can locate their local, facing Freightliner and Western Star sales &amp; service dealers via the "Find a Dealer" function on our website.</p> <p>Please refer to the following documents for additional information:</p> <ul style="list-style-type: none"> <li>• Folder: "DTNA – Upload Additional Document"</li> <li>• Attachments: "DTNA Dealer Directory"</li> <li>• Folder: "DTNA - Marketing Plan"</li> <li>• Attachments: "DTNA – Marketing Plan Website Links"</li> <li>• Hyperlinks: <ol style="list-style-type: none"> <li>1. Daimler Truck North America   Daimler</li> <li>2. Western Star – Sourcewell Sample Webpage</li> <li>3. Freightliner – Sourcewell Sample Webpage</li> </ol> </li> </ul>	*

28	Service force.	<p>DTNA has over 700 service locations and the reliability of our dedicated support staff, from our factory certified technicians to our 24/7 toll-free hotline operators. Our job is to make your job easier and more profitable, and with our vast network of service locations.</p> <p>The DTNA service network in the United States &amp; Canada includes, but is not limited to:</p> <ul style="list-style-type: none"> <li>• 388 Freightliner &amp; Western Star dual branded parts &amp; service locations</li> <li>• 79 Freightliner standalone brand parts &amp; service locations</li> <li>• 73 Western Star standalone brand parts &amp; service locations</li> <li>• 134 Detroit distributor branches (Detroit &amp; Allison transmission repairs)</li> <li>• Over 10,000 certified technicians nationwide</li> </ul> <p>Freightliner ExpressPoint</p> <p>The Freightliner ExpressPoint service offering provides Freightliner customers increased support and convenience on the highway. Available at more than 400 Love's Truck Care and Speedco locations, participating locations have Freightliner trained technicians that are able to support campaign recalls and light mechanical warranty repairs. By partnering with the local Freightliner dealer, we can now offer you better uptime to keep your Freightliner and freight moving down the road.</p> <p>The ExpressPoint experience includes:</p> <ul style="list-style-type: none"> <li>• Light Mechanical Warranty Repair (1-3 hours)</li> <li>• Roadside warranty emergency services</li> <li>• Approved field service and recall campaigns</li> <li>• Quality workmanship, claim filing and parts availability with local dealers</li> <li>• Nationwide coverage at over 400 Love's Truck Care or Speedco locations in the United States</li> </ul> <p>The DTNA corporate Field Service Team has over 100 dedicated and professional District Service Managers strategically located across the United States and Canada that provide support to Customers, Freightliner &amp; Western Star Dealers, and Detroit Distributors.</p> <p>Please refer to the following documents for additional information:</p> <ul style="list-style-type: none"> <li>• Folder: "DTNA – Upload Additional Document"</li> <li>• Attachments: "DTNA Dealer Directory &gt; DTNA Service &amp; Parts Locations" tab.</li> <li>• Folder: "DTNA – Upload Additional Document"</li> <li>• Attachments: "DTNA Service Point Links"</li> <li>• Hyperlinks: <ul style="list-style-type: none"> <li>a) <a href="https://www.freightliner.com/service/">https://www.freightliner.com/service/</a></li> <li>b) <a href="https://www.freightliner.com/service/expresspoint/">https://www.freightliner.com/service/expresspoint/</a></li> <li>c) <a href="https://www.westernstartrucks.com/parts-and-service/">https://www.westernstartrucks.com/parts-and-service/</a></li> </ul> </li> </ul>
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	<p>All purchase negotiations will take place between an authorized DTNA dealer and the Sourcwell member. No orders will be accepted by DTNA on a direct sale basis.</p> <p>The process flow for a typical transaction would be as follows:</p> <ul style="list-style-type: none"> <li>• Sourcwell Member identifies a product need and selects a dealership to work with, from the list of DTNA dealerships posted via the Sourcwell website / web link.</li> <li>• Sourcwell Member and authorized DTNA truck dealership establish a relationship to provide transportation related products and services.</li> <li>• During these consultations, the DTNA dealer will work with the Sourcwell member to establish the specific purpose of the vehicle in question, including any body(s) or equipment that may be required to be sourced.</li> <li>• Based upon the outcome of these discussions the dealership salesperson will develop a set of detailed specifications for the chassis, as well as related equipment if required. This information will be consolidated into a preliminary sales proposal, which will include details of the proposed chassis and if applicable, specifications for any body(s) or equipment required to perform the job defined by the Sourcwell Member. This will then be reviewed between the two parties to ensure that the requirements of any proposal are mutually understood.</li> <li>• Once a clear definition of the deliverable is understood, the DTNA dealer will calculate the price to be quoted using the approved DTNA-Sourcwell program discount for the truck chassis, applying appropriate delivery and transportation charges and pricing all sourced goods using the program defined not-to-exceed mark-up percentage. These costs will be used to calculate any applicable taxes or fees appropriate to the geographic area in question. If applicable, the Canadian exchange rate will be applied at this point. These sub-items will be consolidated into a comprehensive commercial vehicle sales proposal including all applicable terms and conditions to the Sourcwell member for consideration.</li> <li>• Sourcwell member and DTNA dealership review and mutually agree on all aspects of the sales presentation including chassis and equipment specifications, final sales price and applicable terms and conditions.</li> <li>• Upon acceptance of the proposal, the Sourcwell member issues a formal purchase order (PO) to the DTNA dealership.</li> <li>• DTNA dealer accepts the PO and orders the chassis (using the DTNA-Sourcwell program tracking code to ensure proper discounts and routing) along with all other applicable sourced goods required to complete the project.</li> <li>• Dealership coordinates all activities related to the fulfillment of the agreement through final delivery, to fulfill the terms of the Members' PO.</li> <li>• Upon Sourcwell Member's acceptance of the vehicle and receipt of Members payment, as agreed upon, DTNA dealer will request warranty registration of the vehicle from DTNA (OEM).</li> <li>• Dealer will submit their request for Sourcwell program inclusion including the serial # of the vehicle and all required data as to the sourced goods and services involved in the transaction. Dealers who fail to comply with all terms and conditions of the published Sourcwell sales program will incur penalties up to, and or including, chargeback of discounts received to stock levels of discount.</li> <li>• Upon review of the documents presented, and confirmation of applicable invoicing reserves, DTNA (OEM) will warranty register the vehicle and include it in the list of vehicles to be included in the quarterly Sourcwell rebate payment.</li> </ul> <p>Ultimately, as the Awarded Contract-Holder, DTNA will control and administer pricing concession, based on approved Sourcwell Program Discount level(s), will tabulate monthly / quarterly list of units ordered and delivered through the Sourcwell program and will remit fees to Sourcwell, as committed and contractually bound. Periodic audits of Sourcwell participating dealers will also be performed to ensure accuracy and quality control of the program. As outlined above, the physical negotiation of specification(s) through to ordering, delivery and execution of payment / warranty registration, will be completed by each Sourcwell participating Authorized Dealer.</p>



30	<p>Describe in detail the process and procedure of your customer service program, if applicable.</p> <p>Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.</p>	<p>DTNA's Elite Support Certified network of dealers are focused on delivering a consistent, superior level of customer service with every visit. Elite Support includes, but is not limited to:</p> <p><b>Express Assessment</b> All Elite Support Certified locations participate in Express Assessment, which means the dealer will provide a preliminary assessment within 2 hours of arrival to enable you to make an informed decision on your next course of action. This assessment may include needed repairs, parts availability and an estimate of cost and repair time.</p> <p><b>Maximizing Uptime</b> The ultimate goal of the Elite Support Network is maximizing vehicle uptime. Every Elite Support Dealership must be recertified annually to ensure you experience a consistent, higher standard with every visit across our Network.</p> <p><b>Best-Trained Techs</b> Our technicians receive continual training from the experts at DTNA. We focus on a solid understanding of all vehicle systems and have access to the latest tools to expedite repairs.</p> <p><b>Continuous Improvement</b> Every dealership earning the Elite Support certification must meet specific criteria across all customer service areas. To maintain these high standards, dealerships employ a Continuous Improvement Coordinator that spearheads changes across their location.</p> <p><b>Robust Parts Network</b> Through the combined experience of our network and close collaboration with our service team, we understand what parts we need on-hand to get you back on the road quickly. Elite Support dealerships utilize multiple methods, such as Excelerator, RimPro, and dealer managed inventory to secure the parts you need.</p> <p><b>Exceptional Amenities</b> We know that when we service your vehicle, you're trusting us with your business. Elite Support Certified dealers believe in providing quality solutions and timely communication from a friendly and familiar team. Our facilities are designed to minimize downtime and provide a comfortable environment for drivers as we work to get your truck back on the road.</p> <p>Please refer to the following documents for additional information:</p> <ul style="list-style-type: none"> <li>Folder: "DTNA – Upload Additional Document"</li> <li>Attachments: "DTNA Dealer Directory &gt; DTNA Service &amp; Parts Locations" tab.</li> <li>Folder: "DTNA – Upload Additional Document"</li> <li>Attachments: "DTNA Elite Support Links"</li> <li>Hyperlinks: <ul style="list-style-type: none"> <li>a) <a href="https://www.freightliner.com/service/elite-support/">https://www.freightliner.com/service/elite-support/</a></li> <li>b) <a href="https://www.westernstartrucks.com/parts-and-service/elite-support/">https://www.westernstartrucks.com/parts-and-service/elite-support/</a></li> </ul> </li> </ul>	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	DTNA has abundant Corporate and authorized Dealership representation to support Sourcewell Members throughout the US. As the Cab and Chassis manufacturer for your proposal, Daimler Truck North America assures you that we will offer as sufficient source of supply as possible to satisfy the US Sourcewell Member requirement for the duration of the contract. We recognize the value of the Sourcewell partnership and aim to provide product that mutually benefits DTNA and Sourcewell Members.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	DTNA has abundant Corporate and authorized Dealership representation to support Sourcewell Members throughout Canada. As the Cab and Chassis manufacturer for your proposal, Daimler Truck North America assures you that we will offer as sufficient source of supply as possible to satisfy the Canadian Sourcewell Member requirement for the duration of the contract. We recognize the value of the Sourcewell partnership and aim to provide product that mutually benefits DTNA and Sourcewell Members.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	With 587 Freightliner and Western Star dealerships (sales, parts & service) and contracts with 171 Detroit Distributor locations and 413 Loves Truck Care and Speedco locations, DTNA has significant representation to support Sourcewell Members throughout the United States and Canada.	*
34	<p>Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract.</p> <p>Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?</p>	While DTNA provides significant product coverage to serve the education, non-profit, and government sectors – there may be some limitations on coverage for outstanding GSA, or OEM exclusive contracts. Pricing as presented in DTNA's submission is valid for quotation to Sourcewell Members who do not have OEM exclusivity provisions in prior contracts with DTNA. Examples of this would include the GSA Autochoice and MAS / 23V contracts. Otherwise, we are committed to supporting the full scope of Sourcewell customers.	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	DTNA maintains a sales & service presence in Hawaii, Alaska, Puerto Rico and has, to the best of knowledge, the only full-line authorized North American OEM dealership, with a presence in Guam. Shipments outside of the continental US or Canadian markets may include incremental fees and commensurate delivery delays, based on mileage and weather conditions.	*

Table 7: Marketing Plan

Line Item	Question	Response *
36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>Initial promotion of our products will be oriented towards introducing DTNA's regional and district sales personnel to the Sourcewell distribution model and its benefits to our dealer group. This will be followed by a series of communications to the entire dealer network sales personnel through internal announcements and webinars. External communication will follow and be distributed via DTNA websites and throughout our social channels network. Throughout this process, we look forward to working with the Sourcewell marketing team to convey and reinforce the contract details.</p> <p>Please refer to the following documents for additional information:</p> <ul style="list-style-type: none"> <li>Folder: "DTNA – Marketing Plan"</li> <li>Attachments: <ul style="list-style-type: none"> <li>"DTNA - Marketing Plan Sample"</li> <li>"DTNA – Marketing Plan Website Links"</li> <li>"DTNA Product Video Links"</li> <li>"Freightliner - M2106-M2112 Product Overview"</li> <li>"Freightliner - M2 106 Brochure"</li> <li>"Freightliner - Cascadia DC Brochure"</li> <li>"Freightliner - 108SD-114SD Product Overview"</li> <li>"Freightliner - eM2 - Spec Sheet"</li> <li>"Freightliner - eCascadia - Spec Sheet"</li> <li>"EconicSD Chassis Brochure"</li> <li>"Western Star - 47X 49X Brochure"</li> <li>"Detroit Assurance 5.0"</li> </ul> </li> </ul>
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>DTNA is committed to promoting our products via progressive social media channels as we increasingly find our customers gravitate to this media as a source of information. Freightliner and Western Star brands maintain a strong presence on social media platforms, such as Facebook, Instagram and Linked In as a way to connect with customers and promote marketing efforts. These efforts are managed via a dedicated management team of social media experts, who will focus on the development of marketing opportunities with Sourcewell.</p> <p>The entire DTNA sales organization is also provided leads on future sales opportunities via the proprietary Retail Prospect Management (RPM) marketing tool. This digital tool assists our dealers in identifying buying cycles of Sourcewell members and proactively addressing their requirements.</p> <p>DTNA also has a team dedicated to Economic and Trucking Intelligence, which provides the Sales and Marketing teams with up-to-date information about the trucking industry. This information is shared with the teams and dealerships through Retail Prospect Management. RPM shows potential customers within the AOR (Area of Responsibility) of the dealer, district manager, regional manager, and marketing team to help them in prospecting new business. This tool also provides fleet makeup, purchase history, and an industry-first "likelihood of purchase" calculation, developed using an advanced algorithm based on economic and market specific conditions in their local area. This will keep sales associates and dealers informed of Sourcewell members' product requirements and buy cycles, so they can proactively address their needs in a timely manner.</p>
38	<p>In your view, what is Sourcewell's role in promoting contracts arising out of this RFP?</p> <p>How will you integrate a Sourcewell-awarded contract into your sales process?</p>	<p>As DTNA respondent(s), we feel that Sourcewell's role in promoting DTNA, our products and dealer partners, will commence with announcing the 2024 Award Recipients. To further the announcement, we anticipate that Sourcewell will promote the addition of DTNA as an Awarded Supplier, to their 1,000's of active Members, through their ongoing marketing efforts. Said efforts to include but not limited to; email, website, trade shows, industry conferences and in general, all of the marketing efforts which have made the Sourcewell Program the success that it is.</p> <p>DTNA is committed to the development of marketing material, including web-based efforts and template style documents to support our dealer network in creating interest in both the Sourcewell Program, as well as driving business to our dealer partners' locations from Members. With the combined efforts of DTNA and Sourcewell, we will expand our reach to better serve mutual municipal, education and non-profit customers.</p> <p>DTNA looks forward to joint marketing efforts and support from Sourcewell staff, in the creation of initiatives which will ultimately serve to both grow sales opportunities for DTNA, as well as growing the Sourcewell footprint.</p>
39	<p>Are your products or services available through an e-procurement ordering process?</p> <p>If so, describe your e-procurement system and how governmental and educational customers have used it.</p>	<p>Our independent dealer network is the primary point of contact for Sourcewell customers going through the new truck purchase process. As such, each dealer location will have their own process for order intake, which may or may not include an e-procurement process.</p> <p>Excelerator is DTNA's ultimate e-commerce solution designed to streamline the parts ordering process. Empowering customers to search, find, and buy parts for any make, model, and application.</p> <p>Our motivation is to create a nimble and efficient customer experience guided by customer focused initiatives and forward-thinking functionality. Excelerator provides an optimized parts search, PartsProX our fully integrated catalog, real time parts pricing and availability, Inner Circle Rewards, a customer rewards program, product features and images, and VIN verification.</p> <p>Please refer to the following documents for additional information:</p> <ul style="list-style-type: none"> <li>Folder: "DTNA – Marketing Plan"</li> <li>Attachments: "DTNA Excelerator Links"</li> <li>Hyperlinks: <ol style="list-style-type: none"> <li><a href="https://www.freightliner.com/parts/excelerator/">https://www.freightliner.com/parts/excelerator/</a></li> <li><a href="https://www.westernstartrucks.com/parts-and-service/excelerator/">https://www.westernstartrucks.com/parts-and-service/excelerator/</a></li> </ol> </li> </ul>

Table 8: Value-Added Attributes

Line Item	Question	Response *
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40	<p>Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities.</p> <p>Include details, such as whether training is standard or optional, who provides training, and any costs that apply.</p>	<p>DTNA provides dealer training on all products, features, benefits, maintenance procedures, and their proper operation. The dealer is responsible for providing that same training to the end customer (as required) for successful operation. This training is typically provided during the delivery hand off process. We also have a free app that can be downloaded on a smartphone or tablet that has brochures, news, training videos, dealer locator, and access to DTNA websites. The training videos can be accessed for all models and options or can be filtered to only show the ones specific to your VIN.</p> <p>DTNA also provides product training opportunities to customers and our Truck Equipment Manufacturer (TEM) partners, many of whom are already established as Sourcewell vendor partners. An example of this is our Detroit Connect Analytics, which provides users with on-demand, automated analysis and reports detailing fuel efficiency, safety, and performance data. This information can be utilized by municipal fleets to reduce costs and increase safe performance across the fleet. DTNA provides monthly live training webinars and multiple in-person classes. DTNA also has online service training through our Aftermarket Resource Center (ARC). This includes service information and programming options with our Custom Hardware and Electronic Configurator (CHEC) tool that allows you to add safety features to the truck. An example of a programmable feature is the ability to limit the truck speed with a dump body in the up position and automatically triggering the strobe lights to warn others nearby. Another useful tool is our online Technical Resource Guides (TRG). These guides can help you learn how to order, connect, program, and use many of our notable features.</p> <p>Another advantage DTNA offers is our unique status as a supplier of integrated transportation solutions. As such, we are uniquely able to offer OEM levels of training on our proprietary Detroit products including engines, transmissions, axles, and safety equipment.</p> <p>Many of these training options are free or at an incredibly low cost. The training and any costs associated will be dependent upon joint discussions between the dealer and customer as to what is required and the most effective for their individual needs.</p>
41	<p>Describe any technological advances that your proposed products or services offer.</p>	<p>Dependent upon the model specified, DTNA offers a full suite of safety systems on our products via proprietary and vendor partner supplied sources. In this fashion, your members can select the system that best integrates into their fleet operations.</p> <ul style="list-style-type: none"> <li>• Active Brake Assist (ABA 5) mitigates potential collisions by calculating truck speed and distance to other vehicles. This determines if a warning or braking action is needed. Full Braking on Moving Pedestrian can detect a person who is about to walk into the truck's path. It issues audio and visual warnings with simultaneous partial braking first, followed by full braking if the driver does not react. Full Braking on moving and stationary vehicles can identify moving or stationary vehicles in the truck's path. When the system detects a potential obstacle, it issues audio and visual warnings. Depending on the situation, partial and full braking may activate as well.</li> <li>• Adaptive Cruise Control (ACC) to 0 MPH automatically adjusts a truck's cruising speed to maintain a safe following distance from other vehicles. With the ability to remain in cruise control longer, drivers experience less fatigue throughout the day, keeping them more alert. ACC works in stop-and-go traffic, too. When the vehicle in front of your truck begins to slow, even to a stop, your truck will stop and hold its brakes. If the stop is less than two seconds, you will start moving again once the vehicle in front of you moves. For stops longer than two seconds, the driver can easily resume motion by engaging the throttle or pushing set/resume.</li> <li>• Side Guard Assist (SGA) alerts drivers of objects in their passenger-side blind spots. As a passive collision mitigation system, SGA will not de-throttle or stop your vehicle. Instead, it keeps the driver in control. If the truck's passenger side gets too close to a moving person or object, the system will warn the driver not to complete the right turn or make a right-hand lane change.</li> <li>• Intelligent High Beam automatically switches a truck's headlights from high to low beams when the system detects environmental light from cities or another vehicle's headlights or taillights. Once the vehicle or city lights are out of sight, high beams switch back on.</li> <li>• Automatic Wipers/Headlamps turn wipers and headlights on or off to match weather and lighting conditions. Wiper and headlight controls must be set to auto for this to work.</li> <li>• Tailgate Warning issues visible alerts on the dash as well as sounds when the truck's following distance is too short in relation to its speed for 10 seconds or longer. Once activated, Tailgate Warning will deactivate only when the truck reduces its speed to less than 20 miles per hour. Remaining in Tailgate Warning mode for 10 seconds or longer will make the event reportable to the selected telematics system.</li> <li>• Lane Departure Warning issues audio and visual alerts when a truck crosses lane markers without using a turn signal.</li> <li>• Traffic Sign Display uses a camera to read speed limit and other traffic signs. From here, the system conveniently displays relevant sign information in the instrument cluster.</li> <li>• Forward-Facing Video Capture utilizes a truck's front-facing camera to record the vehicle's activity before, during and after severe traffic events. This technology provides fleets with better insight into what occurs during crashes, so they are easier to prevent in the future. Forward-Facing Video Capture footage can be accessed via web portal, along with accompanying data and vehicle parameters.</li> <li>• The Driver-Facing Camera captures video footage of drivers before, during and after severe traffic events. This footage, along with other vehicle parameter data, is transmitted via web portal to provide fleet operations and safety personnel better insight into driver reactions during events.</li> <li>• Active Speed Intervention (ASI) is an optional, industry-first technology that is designed to deter operators from speeding and to help new operators adopt safe driving practices. This feature works with Traffic Sign Display to issue a passive alert when the driver exceeds the speed limit. If the operator does not respond, ASI will issue an active warning, and if necessary, will cancel Adaptive Cruise Control and de-throttle the truck.</li> <li>• Brake Hold Mode improves safety and comfort wherever work happens. This feature keeps the truck stopped when the operator removes their foot from the brake pedal, or if their foot slips off while the truck is at rest.</li> </ul>

42	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	<p>The overarching ambition of Daimler Truck is to offer for sale by 2039 exclusively those vehicles which are CO<sub>2</sub>-neutral (in driving operation) in core markets of North America, the EU and Japan. This strategic goal has led to the market introduction of 10 unique battery electric vehicles available across the globe today, four of which are available in North America. The company has received the awards noted in response to question 16 for the latter of these.</p> <p>In addition, because the advent of new propulsion technologies requires a supporting ecosystem with which to refuel or recharge those vehicles, the company has been highly active in both the construction of that ecosystem, as well as bringing multiple parties to consensus on the future of that ecosystem.</p> <p>As an example of this and to learn from firsthand experience, the company built the first-of-its-kind public charging station for battery electric medium- and heavy-duty vehicles in partnership with local utility Portland General Electric in 2021. "Electric Island", as it is known, has also become the blueprint for a joint venture the company has entered into with NextEra Energy and BlackRock Climate Infrastructure. This JV, named Greenlane™ will break ground on its first commercial vehicle charging station later in 2024.</p> <p>While there are a large number of transportation companies, including an OEM like Daimler Truck North America, committed to vehicle electrification, the intersection of transportation and energy requires the increase by orders of magnitude in the generation and distribution of energy. To help navigate the complex and highly varied rules surrounding electric utilities, local building requirements and state and federal impediments to constructing these charging networks, Daimler Truck North America served as one of the founding members of Powering America's Commercial Transportation (PACT) advocacy organization. PACT was formally announced in January of 2024 and is an example of how the company has continued its leadership position as new technologies emerge.</p> <p>The founding of PACT also builds on the earlier appointment in 2023 of Daimler Truck North America's head of eMobility, Rakesh Aneja, to the Electric Vehicle Working Group. The EVWG is an effort by the Joint Office of Energy and Transportation to work on the integration of light-, medium- and heavy-duty electric vehicles into the U.S. transportation and energy systems.</p> <p>Please refer to the following documents for additional information:</p> <ul style="list-style-type: none"> <li>Folder: "Upload Additional Documents"</li> <li>Attachments: "DTNA – Company Overview Links"</li> <li>Hyperlinks:             <ol style="list-style-type: none"> <li>3. ESG Efforts:                 <ol style="list-style-type: none"> <li>a) Daimler Trucks North America Recognized with Clean Air Technology Award   Daimler</li> <li>b) Electric Island: Providing the Pathway to Carbon-Free Trucking   Black &amp; Veatch (bv.com)</li> <li>c) Drive Greenlane   Commercial vehicle charging network solutions</li> <li>d) Electric Vehicle Working Group - Joint Office of Energy and Transportation (driveelectric.gov)</li> </ol> </li> </ol> </li> </ul>
43	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	<p>Sustainable production and a drive for CO<sub>2</sub>-neutrality in the driving operation of our products are prime areas of focus for the company. For three consecutive years (2019 - 2022), the company's vertically integrated engine and components manufacturer Detroit® has been recognized by the U.S. Department of Energy for earning Platinum Level SEP 50001 certification for energy conservation in manufacturing.</p> <p>In 2020, the Portland Truck Manufacturing Plant in Portland, Oregon, which is home to production of the popular Western Star X-Series and the company's battery electric Freightliners, became the first facility in the company's global network to achieve CO<sub>2</sub>-neutral production, with the company aiming for all of its North American new vehicle manufacturing plants to follow. And all of the company's manufacturing locations are zero-waste to landfill.</p> <p>The company's global ambition is to offer exclusively CO<sub>2</sub>-neutral (in driving operation) new vehicles for sale by 2039 in North America, the EU and Japan. Around the world, the company already offers for sale 10 different battery electric models, four of which – including the Freightliner eCascadia and eM2 – are available in North America. All models are HVIP eligible and both Freightliner models have received numerous awards, including the "Clean Air Technology" from the South Coast Air Quality Management District.</p> <p>Please refer to the following documents for additional information:</p> <ul style="list-style-type: none"> <li>Folder: "Upload Additional Documents"</li> <li>Attachments: "DTNA – Company Overview Links"</li> <li>Hyperlinks:             <ol style="list-style-type: none"> <li>3. ESG Efforts:                 <ol style="list-style-type: none"> <li>e) Saving Energy and Money: The Daimler Truck North America Plant in Detroit® – A Journey in Energy Management   Department of Energy</li> <li>f) DTNA Commits to Carbon Neutral Vehicle Production by 2025; Portland Truck Manufacturing Plant Will be First to Meet Target in 2020   Daimler (daimlertruck.com)</li> <li>g) HVIP Eligible Vehicles - Hybrid and Zero-Emission Truck and Bus Voucher Incentive Project   California HVIP</li> <li>h) JETSI-aug31-2021.pdf (aqmd.gov)</li> </ol> </li> </ol> </li> </ul>
44	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or HUB partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	<p>Daimler Truck North America (DTNA) is a publicly traded company and does not qualify for provisions identified in this question. Our products are complex; and the scale of our manufacturing volumes require that we source from vendors who can support those production volumes. However, we have a Supplier Diversity Program in its second year that actively sources diverse suppliers as tier 1 suppliers for DTNA. This extends beyond our tier 1 supply-base to tracking our tier 2 and 3 diverse spend as well. Our tier 1 diverse suppliers are tracked through our procurement system and tier 2 spend is tracked through STARS database. We have established diverse spending targets with the goal of 10% diverse spend by 2030. Efforts to attract diverse suppliers include hosting an annual Supplier Diversity events, launching a Supplier Diversity webpage and integrating Supplier Diversity into standard procurement processes. DTNA has a comprehensive ESG program with targets for each pillar. Our supplier diversity efforts fall under our ESG umbrella.</p> <p>Additionally, DTNA has been a major supporter of the Women In Trucking (WIT) network and has been recognized as a 'Best Place to Work for Women' by WIT. Our diversity efforts extend to bringing in the best employees through extensive hiring and recruiting partnerships including 'Society for Women Engineers', 'Society for Asian Scientists and Engineers', 'National Society for Black Engineers' and 'Society for Hispanic Professional Engineers'. We have also supported many hiring initiatives for veterans in our facilities as well as our customers – IE: supporting the "Ride of Pride" trucks that one of our customers customizes each year to support our veterans. Ultimately our goal is to utilize our vast resources to be a good partner to the communities we serve and operate in.</p>

45	<p>What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?</p>	<p>While there are several unique propositions that we can offer Sourcewell's participating entities (which we describe in detail further below), a deep-seated belief in partnership is what differentiates our company, and it is what has allowed us to earn our position as the leading manufacturer (by market share) of Class 6-8 commercial vehicles in North America. With every interaction, we partner with our customers to understand their specific needs and enable their success.</p> <p>That theme of partnership begins in our vehicle development process. We benefit our customers both by leveraging the technologies of our global company and then tailoring those technologies to the individual markets we serve. In that tailoring process, we seed early development units with select customers to monitor and measure real-world performance before a vehicle is released to full production. Recent examples of this approach can be found in our Western Star X-Series (first launched late 2020) development, where our engineers embedded alongside our customers to iterate and refine the final product design to their specific demands. As a case in point of the lengths that were taken, we measured the specific roads - and sometimes the unpaved trails - these customers travelled down to the millimeter and then recreated those road surfaces at our own 87-acre proving grounds to replicate decades' worth of use in matter of months. The end result was increased durability of the truck, uptime for the customer, as well as comfort for the driver.</p> <p>Similarly, and specific to our line of proprietary engines, transmission and associated components, we take a partnership approach to understand our customers' needs and tailor global powertrains to specific North American needs. As a case in point and also for the Western Star X-Series, we were aware - thanks to partnership with our customers and firsthand interviews - of the propensity for new drivers to get stuck in loose sand and gravel when driving in quarries or on jobsites. Our engineers then used that problem statement to tailor our global transmission with a specific 'Rock Free' mode to modulate power and allow a driver to remove themselves from a stuck situation. This translates to saved time, effort and profitability of customer operations from having to source another vehicle or backhoe to dislodge a stuck vehicle.</p> <p>The partnership approach can also be found in the development of our safety systems, telematics suite and myriad other technologies, but the rubber truly meets the road when the vehicles are in our customers' hands and require planned maintenance or unplanned repair. In these situations, it is critically important to return trucks to the road as quickly as possible to keep perishable cargo moving or get custom critical freight where it's going. The unique proposition we offer for our service network is a partnership with more than 448 franchised dealers, further supplemented by more service points through select Loves and Speedco locations. This vast service point coverage, backed by a network of 10 strategically located parts distribution centers which average greater than 90% next-day order fulfillment, mean we keep our customers running with maximum vehicle uptime.</p> <p>It is our belief that this long-cultivated focus on partnerships stands to benefit Sourcewell's participating entities.</p>
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**Table 9A: Warranty**

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure.

You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *
46	Do your warranties cover all products, parts, and labor?	<p><b>New Vehicle Limited Warranty:</b> Providing powerful, confidence building warranty protection for every vehicle, DTNA backs every new Freightliner and Western Star with a new vehicle limited warranty covering defects in materials and/or workmanship. Repairing any defects, free of charge and within the warranty period, DTNA delivers exceptional customer service.</p> <p><b>Truck Parts Limited Warranty:</b> With limited warranty protection on aftermarket truck parts sold through authorized dealers, DTNA covers defective materials and/or workmanship for one year.</p> <p><b>Detroit Powertrain Warranty:</b> Detroit engine, transmission, and axle owners enjoy comprehensive warranty coverage, including a fast, hassle-free process and expedited parts and service for critical downtime situations.</p> <p>Base warranty coverage details for each model and Detroit components can be found in the attached Warranty upload section.</p> <p>Please refer to the following documents for additional information:</p> <ul style="list-style-type: none"> <li>Folder: "DTNA – Warranty Information"</li> <li>Attachments: <ul style="list-style-type: none"> <li>Freightliner 01 - Level Coverage</li> <li>Freightliner 02 - Level II Coverage</li> <li>Freightliner 03 - Level III Coverage</li> <li>Freightliner 04 - Medium Truck Coverage</li> <li>Freightliner 05 - SD Vocational Coverage</li> <li>Freightliner 06 - eCascadia Coverage</li> <li>Freightliner 07 - eM2 Coverage</li> <li>Western Star 01 - On-Highway Coverage</li> <li>Western Star 02 - Vocational Coverage</li> <li>Western Star 03 - Severe Service Coverage</li> <li>Western Star 04 - Off-Road Coverage</li> <li>Vocational Trucks - Detroit Powertrain Coverage</li> <li>On-Highway Trucks - Detroit Powertrain Coverage</li> <li>"DTNA – Warranty Information Links"</li> <li>Hyperlinks: <ol style="list-style-type: none"> <li>Warranty - Freightliner Trucks</li> <li>Warranty - Western Star Trucks</li> <li>Warranty - Detroit</li> </ol> </li> </ul> </li> </ul>
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	<p>Warranty coverages vary, based upon a product's specific coverage limitations. DTNA warrants that each new vehicle will be free from defects in material and workmanship that occur under normal use within the applicable warranty period, subject to certain limitations and exclusions as specified in the warranty documents included in our submission to Sourcewell. Coverage includes all components and parts unless specifically covered by other warranties or otherwise excluded by those documents. DTNA warranty coverages do not apply to equipment added after chassis manufacturing since those items are outside of our knowledge or control due to the custom nature of the final product in question. Specific details of any coverage pertaining to those items will need to be confirmed with the selling dealer by the Sourcewell member.</p> <p>DTNA warranty on any product used inconsistent with its specified vocation/application will be downgraded to the warranty that is consistent with product use.</p>

48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	<p>Due to the complexity of the vehicles sold under this agreement, the majority of the service to be performed on the equipment will be best undertaken in an authorized DTNA service facility to ensure the highest possible service standards. In some cases, specific dealerships may offer on-site repair options to Sourcewell members. These offerings will vary by the size of the market in question and will be constrained in scope by the limitations of a dealer provided mobile solution. As such, Sourcewell Members should consult the DTNA dealership listings provided in this response to identify the specific services offered by their local DTNA dealership and the specific financial provisions of those services offered. Incremental warranties may be purchased by Sourcewell Members to cover this situation at additional expense. Details of extended warranty coverage and pricing should be negotiated with the selling dealer representative at time of purchase.</p> <p>Freightliner and Western Star customers that have purchased Roadside Assistance or Road Call coverage will have access to authorized service locations with a well-equipped service truck and an emergency roadside repair (or a partial repair that would enable driving the unit to the authorized service location). Reasonable travel distance and time may be reimbursed.</p>
49	<p>Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs?</p> <p>How will Sourcewell participating entities in these regions be provided service for warranty repair?</p>	<p>DTNA has over 700 service locations strategically located across the United States &amp; Canada, with over 10,000 certified technicians available to perform warranty repairs. With this extensive presence, we do not believe there is a gap in service coverage.</p> <p>DTNA also has an available Roadside Assistance Program, and Freightliner ExpressPoint to provide convenient access to local repairs.</p> <p><b>Roadside Assistance Program</b> DTNA Roadside Assistance Program is a concierge service helping customers handle unexpected downtime with 24/7/365 support. If you need after hours and weekend roadside support, the Freightliner Roadside Assistance Program is the solution for you!</p> <p>DTNA has partnered with FleetNet America, a leading roadside service provider, to offer the very best in roadside service and uptime across United States and Canada. If you are looking for a program that provides staff augmentation, customer specific protocol options, electronic event management, and different communication options for your staff, this program is right for you!</p> <p>For Roadside Assistance members, this program provides help in the following areas, but not limited to:</p> <ul style="list-style-type: none"> <li>• Tire events</li> <li>• DOT related issues</li> <li>• Fuel assistance</li> <li>• Tow services</li> </ul> <p>If a repair cannot be handled on the side of the road, a helpful and friendly agent will arrange for a tow to a DTNA dealer or distributor, or to the customers preferred location. Our DTNA dealer and distributor network is well versed in your Freightliner &amp; Western Star truck and can get you back up and running quickly.</p> <p><b>Freightliner ExpressPoint</b> The Freightliner ExpressPoint service offering provides Freightliner customers increased support and convenience on the highway. Available at more than 400 Love's Truck Care and Speedco locations, participating locations have Freightliner trained technicians that are able to support campaign recalls and light mechanical warranty repairs. By partnering with the local Freightliner dealer, we can now offer you better uptime to keep your Freightliner and freight moving down the road.</p> <p>The experience includes:</p> <ul style="list-style-type: none"> <li>• Light Mechanical Warranty Repair (1-3 hours)</li> <li>• Roadside warranty emergency services</li> <li>• Approved field service and recall campaigns</li> <li>• Quality workmanship, claim filing and parts availability with local dealers</li> <li>• Nationwide coverage at over 400 Love's Truck Care or Speedco locations in the United States</li> </ul> <p>Please refer to the following documents for additional information:</p> <ul style="list-style-type: none"> <li>• Folder: "DTNA – Warranty Information"</li> <li>• Attachment: "DTNA – Warranty Information Links" <ul style="list-style-type: none"> <li>• Hyperlinks: <ol style="list-style-type: none"> <li>4. Roadside Assistance Program - Freightliner Trucks</li> <li>5. Roadside Assistance Program - Western Star Trucks</li> <li>6. ExpressPoint - Freightliner Trucks</li> </ol> </li> </ul> </li> </ul>
50	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	DTNA New Vehicle Warranty does not apply to non-Detroit engines, Allison transmissions, tires, or other components or parts that are not manufactured by DTNA and that are warranted directly by their respective manufacturers. In many instances DTNA dealers and distributors are authorized to perform repairs for components that are warranted directly by their respective component manufacturer.
51	What are your proposed exchange and return programs and policies?	Exchange or return programs at the OEM level are not typically offered in our industry; and as such are not included in this proposal. Should a Sourcewell member identify an issue that does not meet their expectations, they are encouraged to contact their selling DTNA dealership such that an appropriate resolution of the matter can be negotiated. DTNA will work with the dealership to establish if any OEM warranties are available to assist in this process. Warranties from other participating vendors will be administered at the dealership level.
52	Describe any service contract options for the items included in your proposal.	<p><b>Prepaid Maintenance &amp; Extended Warranty Plans:</b> Service / Maintenance Contracts may be available through DTNA's independently owned dealers / dealer groups. Service / Maintenance Contracts may or may not include DTNA's Extended Warranty offerings and will be priced &amp; quoted to the Member, by the dealer thru the quoting process. A Full Maintenance Lease offering may also be offered by one or more of DTNA's dealership(s), which may include rental options and other fleet services, as a complete solution to the transportation needs of the Member.</p> <p><b>Extended Chassis Coverage:</b> Throughout every year of truck ownership, operational and repair costs can be expected to increase significantly. Extended service coverage for a truck chassis helps mitigate the risk of unplanned expenditures for related components. Repair and labor costs are controlled when you're covered, a substantial benefit unavailable outside the network. After your Base Warranty ends, you will be able to count on Extended Service Coverage to control your out-of-pocket repair costs making your business expenses more predictable.</p> <p><b>Extended Detroit Coverage:</b> Multiple time and distances available up to six years or 600K miles for on highway, or seven years or 250K miles for vocational applications. Whether you need engine service tomorrow or major repairs in three years, extended coverage for your truck's engine helps protect your most important investment. Extended coverage from Detroit is also available for Detroit engines, the DT12 transmission, DT12 clutch, and axles.</p> <p>Please refer to the following documents for additional information:</p> <ul style="list-style-type: none"> <li>• Folder: "DTNA – Warranty Information"</li> <li>• Attachment: "DTNA – Warranty Information Links" <ul style="list-style-type: none"> <li>• Hyperlinks: <ol style="list-style-type: none"> <li>7. Extended Coverage - Freightliner Trucks</li> <li>8. Extended Coverage - Western Star</li> <li>9. Extended Service Coverage - Detroit</li> </ol> </li> </ul> </li> </ul>



**Table 10: Payment Terms and Financing Options**

Line Item	Question	Response *
53	Describe your payment terms and accepted payment methods.	Although an industry standard is typically Net 30 Days from receipt of goods, payment terms will be negotiated between the facing DTNA truck dealership and the Sourcewell member, making the purchase. In this fashion, they are uniquely suited to meet each member's specific needs.
54	Describe any leasing or financing options available for use by educational or governmental entities.	<p>DTNA is proud to offer a wide variety of financing options to Sourcewell, through Daimler Truck Financial Services (DTFS) an industry-leading provider of truck financing since 1974. As the captive finance provider for DTNA, DTFS offers a 50-year history of financing commercial vehicles and offers a complete line of finance, lease, and insurance products. DTFS offers many options when financing or leasing a commercial vehicle including retail loans, Muni Leases, TRAC Leases, Mod &amp; Zero TRAC Leases, and FMV Leases. In addition to DTFS' wide range of finance and lease products, DTFS also offers many flexible payment options including Extended Terms, Deferred Payments, Ballon Payments, and up to 90 Days First Payment. DTFS has a well-earned reputation as an industry leader, with creative products and terms that are customized for the commercial vehicle industry.</p> <p>Should a Member wish to receive a financing quote, they should notify their dealership salesperson during the discussion of the sale terms. This will prompt the dealership to include their finance manager in the negotiations. Once a thorough understanding of the Members' requirements is established, the dealer will contact DTFS to obtain a quotation, which will be included in the sales proposal.</p> <p>Additionally, many DTNA dealers have dealer-owned finance and leasing entities as part of their overall products &amp; services portfolio. As such, they may be able to offer financing and leasing products to meet the specific needs of Members, through their own lending sources, which may also include Financing / Leasing relationships with their local lending institutions and financial partners.</p> <p>Please refer to the following documents for additional information:</p> <ul style="list-style-type: none"> <li>• Folder: "DTNA – Upload Additional Documents"</li> <li>• Attachments: <ul style="list-style-type: none"> <li>• "DTFS - Lease Finance Overview"</li> <li>• "DTFS - Municipal Program Brochure"</li> </ul> </li> </ul>
55	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	<p>As all purchase negotiations and transaction details will take place between an authorized DTNA dealer and the Sourcewell Member, each independently owned dealer / dealer group will have its own transaction documents. This said, DTNA has specific Terms of Sale which are to be followed through the dealer ordering process and copies of the Freightliner and Western Star Terms are attached.</p> <p>DTNA developed and is utilizing a proprietary web-based Dealer Reservation System (DRS) for managing chassis volume to dealers and tracking orders against said volume. The DRS is beneficial to Sourcewell customers, as dealers know the volume available to them at time of order as well as the timeframe they can expect the unit built. This allows Members to better coordinate installation of additional equipment on the chassis, as well as work within their annual budgets. The DRS is a function of our Retail Prospect Management (RPM) tool, which is also a web based proprietary solution. As this System is completely web-based in nature, DTNA does NOT utilize a specific "order form".</p> <p>In addition, to ensure sales are represented accurately from the dealer, any order placed against an approved concession is audited to validate the unit was both retail sold, and warranty registered to the correct customer.</p> <p>No orders will be accepted by DTNA on a direct sale basis. Please see the attached sample Price Concession Confirmation letter for details provided for standard approved transactions.</p> <p>Please refer to the following documents for additional information:</p> <ul style="list-style-type: none"> <li>• Folder: "DTNA - Standard Transaction Document Samples"</li> <li>• Attachments: <ul style="list-style-type: none"> <li>• Freightliner Terms of Sale</li> <li>• Western Star Terms of Sale</li> <li>• Order Intake Process – Example</li> <li>• Order Tracking / Audit Document – Example</li> <li>• Sample Form – Sourcewell Concession</li> </ul> </li> </ul>
56	Do you accept the P-card procurement and payment process?  If so, is there any additional cost to Sourcewell participating entities for using this process?	P-Cards are not typically used in this type of commercial transaction. Payment terms will be negotiated between the selling DTNA dealership and the Sourcewell member as part of the negotiation of each individual purchase agreement. Should both parties to that transaction agree to the use of a P-Card that payment process may be accommodated.

**Table 11: Pricing and Delivery**

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *
57	Describe your pricing model (e.g., line-item discounts or product-category discounts).  Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	DTNA (Freightliner and Western Star Trucks) pricing is generated by our proprietary spec'ing and pricing software, SpecPro. Based on individual Member needs, a custom specification is created and subsequent MSRP (List Price) generated. Member pricing is then calculated as a function of MSRP (List Price), specific standard and optional content of each vehicle, then discounted accordingly, per the Sourcewell Discount matrix attached. Any / all surcharges, extended warranty(s) and freight charge, as noted in the pricing attachment, will be added after the Member discount(s) and are non-discountable. DTNA will offer discounts from our MSRP (List price) baseline via a sales program marketed to all dealerships in the US & Canada. This discount will be differentiated at the model level to best address the market segments being quoted. Percentage based price concessions will be used to consistently apply the level of discount to the vehicle being quoted. Discounts & applicable currency conversions (i.e. USD to CDN for Canadian Chassis) will be applied at time of chassis invoice via the use of a sales program code included on each individual order by the selling dealer. Specific discounting factors can be found in the matrix attached in the Pricing Document Upload Folder.  Please refer to the following documents for additional information: <ul style="list-style-type: none"> <li>• Folder: "DTNA - Pricing"</li> <li>• Attachments: <ol style="list-style-type: none"> <li>1. DTNA - Base Model MSRP Pricing - CY2024</li> <li>2. US Pricing Matrix - CY2024</li> <li>3. CAN Pricing Matrix - CY2024</li> <li>4. Sample Sourcewell Quote</li> </ol> </li> </ul>
58	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Base level discount structure will be a percentage reduction off MSRP (List Price), plus an additional 22.00% to 41.5%. A discount matrix, broken out by base model selected, has been provided as an attached document in this submission. MSRP (List) Price includes the Base Model, factory installed option content and customer specific modifications. Surcharges, extended warranty(s) and freight charge are non-discountable, as noted in Question 57 and the supplemental pricing attachment.  Please refer to the following documents for additional information: <ul style="list-style-type: none"> <li>• Folder: "DTNA - Pricing"</li> <li>• Attachments: <ol style="list-style-type: none"> <li>1. DTNA - Base Model MSRP Pricing - CY2024</li> <li>2. US Pricing Matrix - CY2024</li> <li>3. CAN Pricing Matrix - CY2024</li> <li>4. Sample Sourcewell Quote</li> </ol> </li> </ul>
59	Describe any quantity or volume discounts or rebate programs that you offer.	DTNA recognizes the benefit of the Sourcewell program to its Members and the opportunity it presents DTNA in providing our products and services to meet Member needs. As such, Sourcewell pricing is set up to provide a benefit to its Members whether they are purchasing a significant quantity of vehicles or a smaller quantity of one or two vehicles.  Upon assessing the dynamics of this market, DTNA may choose to periodically incentivize certain models or order periods to offer buying opportunities that benefit Sourcewell members for a defined period. Our proposed pricing model easily facilitates this concept through the application of program codes that can be marketed to the DTNA dealer base and Sourcewell membership pool. Practical application of the specified discount (either flat \$ or % based) is accomplished by the selling dealer applying a discount code at time of order. Offerings of this type shall be at the sole discretion of the OEM, but will be promoted jointly by both DTNA & Sourcewell to ensure the broadest possible distribution of the incentive.
60	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Recognizing that individual Sourcewell members will have their own unique requests and requirements, those items are best negotiated between the DTNA dealers and Sourcewell member. The DTNA dealers will provide quotation for nonstandard options requests.  Nonstandard options, goods and services to include, – but not limited to – truck bodies, trailers, truck equipment, tools, support devices, parts & maintenance kits, training & manuals, software, incremental transport beyond OEM delivery, and warranties will be priced by the DTNA dealers. Pricing structure will be at dealers' cost plus no more than an anticipated 5% mark up.
61	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response.  This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Common charges may include, but are not limited to, pre-delivery inspection, incremental freight charges associated with required upfitting, equipment inspection, training or manuals. As identified in response to question 60 above, any such costs will be identified in the sales quotation provided by the selling DTNA dealer.  Additionally, applicable Federal, State, Local taxes, fees, title, tag permits, or other miscellaneous requirements are NOT included in prices quoted. These line items will be calculated by the selling dealer for the specific items being sold at time of invoice. It is the responsibility of the Member to provide the selling dealer a valid tax-exemption certification when appropriate.
62	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Sourcewell pricing as provided includes transportation from the assembly plant to the first specified delivery location within Canada or the contiguous United States. Additional shipping charges at dealer cost plus no more than an anticipated 5% will be applied to delivery destinations in Alaska, Hawaii, Guam, Puerto Rico and other US Territories.  Dependent upon the specifications of the custom vehicle purchased by a Sourcewell Member, incremental transportation services may be required as part of the upfitting process such that a completed vehicle can be delivered. Should the upfit of additional equipment on the truck chassis be part of the agreement between the dealer and Sourcewell Member, the dealer will define any incremental transportation required and its cost to buyer as part of quotation.
63	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Sourcewell pricing as provided includes transportation from the assembly plant to the first specified delivery location. That location could be a designated port of embarkation on the US or Canadian mainland. Additional ocean, rail, flatbed, or other transport services that may be required by Sourcewell Members would be priced at the DTNA dealers cost plus no more than an anticipated 5%.
64	Describe any unique distribution and/or delivery methods or options offered in your proposal.	<ul style="list-style-type: none"> <li>• Delivery locations can be changed at any time up until unit has been built into a load at origin build plant allowing for optimal flexibility in customer delivery planning.</li> <li>• Current delivery timelines from plant release to specified delivery location range from 3 – 10 days depending on build location and mileage to specified delivery point. Drivers are allowed to drive a maximum of 500 miles per day.</li> <li>• DTNA has the ability to direct contracted transporters to expedite/prioritize units for delivery based on customer needs.</li> <li>• Loads are moved in an optimal three or four way combination in order to maximize customer deliveries or focus on a critical subset of units.</li> <li>• Storage yards have been established in the event that units are built but need to be held in order to spread out delivery timelines as needed based on customer/location requirements.</li> </ul>



Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
65	d. other than what the Proposer typically offers (please describe).	The pricing is exclusive to Sourcewell members, as outlined in in question # 58. DTNA reserves the right to offer periodic incentives beyond the published discount structure.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
66	<p>Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell.</p> <p>This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.</p> <p>Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.</p>	<p>Upon receiving a PO from a Sourcewell Member, the selling DTNA dealer will place orders for the truck chassis, as well as any associated equipment required. It is the responsibility of the Sourcewell Member to alert the selling dealer that they are utilizing their Sourcewell Membership number. Failure to do so may result in incorrect pricing structure to the Member and payment of the administrative fee to Sourcewell cannot then be guaranteed.</p> <p>As part of the ordering process the dealer will identify the municipal entity &amp; their Sourcewell membership in the customer name field for the order (IE: City of Sunnydale / Sourcewell) which is required for the order to be accepted by DTNA. Additionally, the appropriate program code for Sourcewell discounts must be included so that the authorized discount structure can be applied to the invoice. These program codes are a searchable field and remain associated with the serial number generated at time of order.</p> <p>Based upon these two data points, DTNA will generate a list of trucks reported sold to Sourcewell Members. This data set will be verified by DTNA via internal audit; and the appropriate remittance sent to Sourcewell on a quarterly basis.</p> <p>Please refer to the following documents for additional information:</p> <ul style="list-style-type: none"><li>Folder: "DTNA - Standard Transaction Document Samples"</li><li>Attachments:<ol style="list-style-type: none"><li>1. Freightliner Terms of Sale</li><li>2. Western Star Terms of Sale</li><li>3. DTNA Sample Form - Sourcewell Concession</li><li>4. DTNA - Order Intake Process</li><li>5. DTNA - Order Tracking - Audit Document</li></ol></li></ul>
67	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	As part of our bid, DTNA has already identified a Program Manager for the Sourcewell account. This individual will be responsible for periodic reports to DTNA upper management detailing sales metrics to include measurement against baseline municipal sales in the US and Canada. Additionally, research will be conducted to ascertain the levels of participation by DTNA dealers and develop sales programs and training as DTNA views to be appropriate to the success of the program.
68	<p>Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods.</p> <p>(See the RFP and template Contract for additional details.)</p>	DTNA will disburse \$800 per truck invoiced to Sourcewell Members with the designated sales program code. All credits will be dependent upon this sales code being attached to the order placed with DTNA. Credit disputes will be limited to vehicles reported sold in the previous quarter.

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Proposers submitting a proposal in Category 1 as defined herein will be submitting in the broad category that includes all types of engines, fuel, and propulsion systems. For example, if a Proposer offers chassis and cabs with Internal Combustion Engines (ICE) as well as chassis and cabs with electric propulsion systems the Proposer should designate it is seeking an award in Category 1 **only**. Proposers seeking an award in Category 2, as defined herein, must include at least one solution offered within the scope of Category 2 for electric propulsion systems **only**.

Line Item	Category Selection *
69	Category 1: All engines, fuel, and propulsion type chassis and cabs

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *
70	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	<p>DTNA is offering Sourcewell Members, vehicles from Freightliner and Western Star product lines that cover Class 6, 7, &amp; 8 ICE AND BEV, through our extensive dealer network. The models include:</p> <p>FREIGHTLINER:</p> <p>M2-106 Plus</p> <ul style="list-style-type: none"><li>- Conventional Cab</li><li>- CAB CONFIGURATIONS</li><li>- Day Cab 106" BBC</li><li>- Extended Cab 132" BBC</li><li>- Crew Cab 154" BBC</li><li>- GVW 18,000 – 66,000 lbs</li><li>- ENGINE RANGE</li><li>- Diesel Engine Offerings: Detroit: DD5 &amp; DD8, Cummins: B6.7 &amp; L9</li><li>- 200-360 HP</li><li>- 520-1150 lb/ft</li><li>- TRANSMISSION RANGE – Automatic or Manual</li><li>- Allison 1000 / 2000 / 3000 series</li><li>- Eaton Manual</li><li>- TOP APPLICATIONS</li><li>- Dump, Plow, P&amp;D, Utility, Sweeper, Refuse, Tank</li></ul> <p>BEV - eM2-106 ELECTRIC</p> <ul style="list-style-type: none"><li>- Conventional Cab</li><li>- Day Cab 106" BBC</li><li>- GVW 26,000 – 33,000 lbs</li><li>- ENGINE – BATTERY ELECTRIC</li><li>- 225 hp (165 kW) – 250 or 300 hp (224 kW)</li><li>- TOP APPLICATIONS</li><li>- P&amp;D, Utility, Sweeper, Refuse</li></ul>

## M2-112 Plus

- Conventional Cab
- CAB CONFIGURATIONS
- Day Cab 112" BBC
- Extended Cab 132" BBC
- Crew Cab 160" BBC
- GVW 30,000 – 80,000 lbs (as a truck)
- ENGINE RANGE
- 260-525HP
- 730-1850 lb/ft
- TRANSMISSION RANGE – Automatic, AMT or Manual
- Detroit DT12
- Eaton Manual
- Allison 3000 / 4000 series
- TOP APPLICATIONS
- End Dump, Plow, Roll-Off/Refuse, Natural Gas Applications

## 108SD Plus

- Conventional
- CAB CONFIGURATIONS
- Day Cab 112" BBC
- Extended Cab 132" BBC
- Crew Cab 160" BBC
- GVW 26,000 – 69,000lbs (as a truck)
- ENGINE RANGE 200-380 HP
- 520-1250 lb/ft
- Transmission Range – Automatic or Manual
- Allison 3000 / 4000 series
- Eaton Manual
- TOP APPLICATIONS
- Rail, Car Hauler, Muni Dump/Plow, Tank, Volumetric Mixer

## 114SD Plus

- Conventional
- CAB CONFIGURATIONS
- Day Cab 114" BBC
- Extended Cab 140" BBC
- Crew Cab 162" BBC
- GVW 26,000 – 92,000 lbs
- ENGINE RANGE 260-525 HP
- 720-1850 lb/ft
- TRANSMISSION RANGE - Automatic, AMT or Manual
- Detroit DT12
- Allison 3000 / 4000 series
- Eaton Manual & Endurant AMT
- TOP APPLICATIONS
- Mixer, Dump, Plow, Refuse, Crane, Tank

## EconicSD

- LCOE (Low Cab-Over Engine)
- CAB CONFIGURATIONS
- Hi and Lo Roof (Based on Front or Rear refuse application) 81" BBC
- GVW 64,000 – 66,000 lbs
- ENGINE RANGE 350 HP
- 1050 lb/ft
- TRANSMISSION RANGE Automatic
- Allison 3000 series
- APPLICATION
- Refuse

## Cascadia

- CAB CONFIGURATIONS
- Day Cab 116" and 126" BBC
- Sleeper – 48", 60" and, 72" Options
- GCVW – up to 140,000+
- ENGINE RANGE – Diesel Engine Offerings: Detroit: DD15 & DD16, Cummins: X12 & X15
- 350-605 HP
- 1450-2050 lb/ft
- TRANSMISSION RANGE – Automatic, AMT or Manual
- Detroit DT12-V & DT12-VX AMT
- Allison 4000 series
- Eaton Manual & Endurant AMT
- TOP APPLICATIONS
- Line-Haul, LTL, P&D, Bulk – Dry, Liquid

## BEV - eCascadia ELECTRIC

- Conventional Cab
- Day Cab 116" BBC
- GCVW 65,000 – 82,000 lbs (tractor)
- ENGINE – BATTERY ELECTRIC
- 320 hp (296 kW) – 425 hp (350 kW)
- TOP APPLICATIONS
- Tractor Applications

## Western Star:

## 47X

- CAB CONFIGURATIONS
- Day Cab 111" BBC
- Sleeper – 36" (Trench-style Low Roof or Mid Roof) & 48" Mid Roof
- GVW – 33,000 – 94,500 lbs (GCVW to 140,000+ as a tractor)
- ENGINE RANGE – Diesel Engine Offerings: Detroit: DD13, Cummins: L9 & X12
- 260-525 HP
- 860-1850 lb/ft
- TRANSMISSION RANGE – Automatic, AMT or Manual
- Detroit DT12-V AMT
- Allison 3000 / 4000 series
- Eaton Manual & Endurant AMT
- TOP APPLICATIONS
- Construction – Mixer, Dump Crane, Water Tanker
- Government – Snow Plow, Dump, Vacuum Truck
- Tractor – Flat Bed, Agriculture, Belly Dump
- Oil & Gas – Crane, Tanker, Vacuum Truck, Stake, Chemical Spreader
- Bulk – Dry, Liquid

		<p>49X</p> <ul style="list-style-type: none"> <li>- CAB CONFIGURATIONS</li> <li>- Day Cab 121" BBC</li> <li>- Sleeper – 36" (Trench-style Low Roof or Mid Roof) &amp; 48" Mid Roof, 60" Mid Roof, 72"</li> <li>- GVW – 33,000 – 94,500 lbs (GCVW to 200,000+ as a tractor)</li> <li>- ENGINE RANGE – Diesel Engine Offerings: Detroit: DD15 &amp; DD16, Cummins: X12 &amp; X15</li> <li>- 350-605 HP</li> <li>- 1450-2050 lb/ft</li> <li>- TRANSMISSION RANGE – Automatic, AMT or Manual</li> <li>- Detroit DT12-V &amp; DT12-VX AMT</li> <li>- Allison 4000 series</li> <li>- Eaton Manual &amp; Endurant AMT</li> <li>- TOP APPLICATIONS</li> <li>- Construction –Dump Crane, Water Tanker</li> <li>- Logging – Pole Truck, Self-Loader, Chip Trailer, Off Highway</li> <li>- Heavy Haul – Equipment Hauler, Oversize, Specialty</li> <li>- Oil &amp; Gas – Crane, Vacuum Truck</li> <li>- Bulk – Dry, Liquid</li> </ul> <p>57X</p> <ul style="list-style-type: none"> <li>- CAB CONFIGURATIONS</li> <li>- Day Cab 116" and 126" BBC</li> <li>- Sleeper – 48", 60" and, 72" Options</li> <li>- GCVW – up to 140,000+</li> <li>- ENGINE RANGE – Diesel Engine Offerings: Detroit: DD15 &amp; DD16, Cummins: X12 &amp; X15</li> <li>- 350-605 HP</li> <li>- 1450-2050 lb/ft</li> <li>- TRANSMISSION RANGE – Automatic, AMT or Manual</li> <li>- Detroit DT12-V &amp; DT12-VX AMT</li> <li>- Allison 4000 series</li> <li>- Eaton Manual &amp; Endurant AMT</li> <li>- TOP APPLICATIONS</li> <li>- Line-Haul, Bulk – Dry / Liquid</li> </ul>
71	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	<p>DTNA is the leading provider of municipal truck chassis in North America. As such, we have extensive relationships with many of the body builders (TEM's) currently on contract with Sourcewell, and are confident that our dealer group has the required experience to spec the right truck for each Members' needs. A more complete listing of the segments / categories which DTNA products can service, is listed with our individual models, in Question 70, above. The following industry subcategories reflect the general range of solutions we can provide:</p> <ul style="list-style-type: none"> <li>• cranes</li> <li>• bucket trucks / utility</li> <li>• vacuum trucks</li> <li>• street sweepers</li> <li>• dump trucks</li> <li>• snowplows</li> <li>• refuse</li> <li>• box trucks</li> <li>• tractors</li> <li>• PARTS – replacement / service parts</li> <li>• FINANCIAL SERVICES – Financing and Leasing</li> </ul> <p>In the unlikely event that a particular requirement is not immediately identified, our Custom Application Engineering (CAE) team is available to help find solutions for Members.</p> <p>As a sub-category, to support the sale of Class 6-8 chassis - DTNA is also committed to supplying replacement / service PARTS, through our extensive distribution network, to serve each individual model and maximize uptime.</p> <p>Daimler Truck Financial Services is also available to serve Members' lease / finance needs, through our extensive distribution network. Many of the authorized DTNA dealers also offer lease / finance solutions, through dealer owned captive finance subsidiaries.</p>
72	Describe any manufacturing processes or materials utilized that contribute to chassis strength, cab strength, overall durability, driver safety.	<p>DTNA produces Western Star and Freightliner trucks in our five North America truck manufacturing plants. We are proud to foster a culture dedicated to continuous improvement in all our manufacturing processes. Long before our trucks are assembled on the production line, our engineering team designs and builds digital mock-ups of every truck model with individual vehicle identification numbers used throughout manufacturing process. State-of-the-art automation, like robots that paint and weld, helps us meet exacting standards on every production line. Sophisticated test equipment ensures that each vehicle's electrical system and chassis alignment is consistent with specifications. Every powertrain is verified and passes a dyno test prior to factory completion.</p> <p>The Detroit Assurance® Suite of Safety Systems is our industry-leading safety equipment that including active brake assist, side guard assist, adaptive cruise control, lane departure warning and more to keep operators, workers at the job site, pedestrians, and fellow motorists safe.</p> <p>Additional Driver Safety Enhancements include:</p> <ul style="list-style-type: none"> <li>• Improved insulation that muffles exterior noise and provides greater thermal efficiency.</li> <li>• Driver-centric dash with an easy-to-read driver information center.</li> <li>• Comfortable steering wheel with integrated controls.</li> <li>• An easy-to-use transmission control stalk that allows automated manual and automatic shifting and engine braking functions from the column for safer operation.</li> <li>• Ergonomic seats with precise adjustability for improved driver comfort and reduced fatigue.</li> <li>• Backup Alert System with 7" interactive touch screen display, factory installed backup camera and reverse proximity sensor.</li> <li>• The CHEC Tool customized parameters assist in safe operation with interlocks alerting the drivers to the status of operation.</li> </ul> <p>Our truck cabs are constructed with corrosion-resistant aluminum that is reinforced with e-coated steel and assembled to precise manufacturing tolerances with Henrob rivets and welded construction. This process produces a durable and safe cab that meets stringent A-pillar impact, rollover and back wall impact tests.</p> <p>The vocational chassis includes a robust backbone with a complete offering of single- and double-channel frame rails with set-forward or set-back front axles to maximize payloads, and frames can be custom punched and predrilled to TEM specs for improved up-fit. This includes a best-in-class single channel rail strength with RBM rating of 3.7 million inch-lbs. for greater strength, durability, and weight savings and a new, stronger 9.5mm rail that delivers the same RBM rating as an 11mm while saving nearly 100 pounds. Frame rails fasteners include Huck bolts and phosphate-coated Class 10.9 fine-thread fasteners offer a high clamp load and don't require maintenance.</p>

73	Describe any differentiating serviceability attributes (remote diagnostics, etc.) your proposal offers.	<p>Express WriteUp With the help of a mobile app, Express WriteUp provides a better way to create repair orders and estimates because they are performed at the vehicle to speed decision making. Express WriteUp also provides a better customer experience to help improve efficiency and convenience.</p> <p>Service Tracker Service Tracker is a web-based application for any customer and is used for streamlining communications with our service network and real-time tracking of their vehicles as they progress through the service experience – from estimate ready to vehicle ready. Service Tracker reduces wait time for approving estimates and provides customized repair status notifications.</p> <p>Uptime Pro Uptime Pro is a state-of-the-art management software that helps service at a dealer location run at peak efficiency with transparency and coordination that keeps everyone in the loop and provides visibility into progress, status and needs.</p> <p>Uptime Performance Uptime Performance enables dealers to understand the customer's view of their efficiency. Each of our Elite Support certified dealerships employs Continuous Improvement Coordinators (CIC) whose main job is to measure their performance and keep improving the customer experience.</p> <p>Virtual Technician Detroit Connect Virtual Technician® notifies fleets and owner-operators within minutes if their vehicles experience an engine or aftertreatment fault event. With information on the severity of the fault and recommendations for when, where, and how to best fix the issue, you can reduce time spent on unnecessary maintenance and make better service decisions for your fleet.</p> <p>Please refer to the following documents for additional information:</p> <ul style="list-style-type: none"> <li>Folder: "DTNA - Pricing"</li> <li>Attachments: "DTNA – Serviceability &amp; Remote Diagnostics"             <ol style="list-style-type: none"> <li>1. Freightliner - Uptime Management Suite</li> <li>2. Western Star - Uptime Management Suite</li> <li>3. Detroit Connect - On-Highway</li> <li>4. Detroit Connect - Vocational</li> </ol> </li> </ul>
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**Table 15: Category 1 - Depth and Breadth of Offered Equipment Products and Services**

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Proposers submitting a proposal in Category 1 will be submitting in the broad category that includes all types of engines, fuel, and propulsion systems. See RFP Section II. B. 1 for details.

☐ We will not be submitting for Table 15: Category 1 - Depth and Breadth of Offered Equipment Products and Services

Line Item	Category or Type	Offered *	Chassis Type (ICE and/or BEV)	Comments	
74	Class 4 chassis	<input type="radio"/> Yes <input checked="" type="radio"/> No	Both Chassis Types (ICE and BEV)	We do not provide products that serve the Class 4 market.	*
75	Class 5 chassis	<input type="radio"/> Yes <input checked="" type="radio"/> No	Both Chassis Types (ICE and BEV)	We do not provide products that serve the Class 4 market.	*
76	Class 6 chassis	<input checked="" type="radio"/> Yes <input type="radio"/> No	Both Chassis Types (ICE and BEV)	DTNA offers a full breadth of products to serve the Class 6 ICE & BEV markets. Offerings include Freightliner M2-106 & Freightliner eM2	*
77	Class 7 chassis	<input checked="" type="radio"/> Yes <input type="radio"/> No	Both Chassis Types (ICE and BEV)	DTNA offers a full breadth of products to serve the Class 7 ICE & BEV markets. Offerings include Freightliner M2-106, Freightliner M2-112 & Freightliner eM2	*
78	Class 8 chassis	<input checked="" type="radio"/> Yes <input type="radio"/> No	Both Chassis Types (ICE and BEV)	DTNA offers a full breadth of products to serve the Class 8 ICE & BEV markets. Offerings include Freightliner M2-112, Freightliner 108SD, Freightliner 114SD, Freightliner Econic SD, Freightliner Cascadia, Freightliner eCascadia, Western Star 47X, Western Star 49X & Western Star 57X	*
79	Related equipment, accessories, parts, upfitting, services, used chassis and Class 3 chassis	<input type="radio"/> Yes <input checked="" type="radio"/> No	Both Chassis Types (ICE and BEV)	We do not provide products that server these markets. As the OEM, DTNA will not be the provider of related equipment, accessory parts, upfitting, services, used chassis or class 3 chassis. However, many of our respective authorized dealers will provide these additional offerings at pricing to be determined by the facing dealer.	

**Table 16: Category 2 - Depth and Breadth of Offered Equipment Products and Services**

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Proposers seeking an award in Category 2, as defined herein, must include at least one solution offered within the scope of Category 2 for electric propulsion systems **only**. See RFP Section II. B. 1 for details.

☐ We will not be submitting for Table 16: Category 2 - Depth and Breadth of Offered Equipment Products and Services

Line Item	Category or Type	Offered *	Comments	
80	Battery Electric Vehicle (BEV) Class 4 Chassis	<input type="radio"/> Yes <input checked="" type="radio"/> No	DTNA does NOT offer product that serves the Class 4 BEV Market	*
81	Battery Electric Vehicle (BEV) Class 5 Chassis	<input type="radio"/> Yes <input checked="" type="radio"/> No	DTNA does NOT offer product that serves the Class 5 BEV Market	*
82	Battery Electric Vehicle (BEV) Class 6 Chassis	<input checked="" type="radio"/> Yes <input type="radio"/> No	DTNA offers product to serve the Class 6 BEV markets. Offerings include the Freightliner eM2	*
83	Battery Electric Vehicle (BEV) Class 7 Chassis	<input checked="" type="radio"/> Yes <input type="radio"/> No	DTNA offers product to serve the Class 7 BEV markets. Offerings include the Freightliner eM2	*
84	Battery Electric Vehicle (BEV) Class 8 Chassis	<input checked="" type="radio"/> Yes <input type="radio"/> No	DTNA offers product to serve the Class 8 BEV markets. Offerings include the Freightliner eCascadia	*
85	Related equipment, accessories, parts, upfitting, services, used chassis and Class 3 chassis	<input type="radio"/> Yes <input checked="" type="radio"/> No	DTNA does NOT offer product that serves this market.	

**Exceptions to Terms, Conditions, or Specifications Form**

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

**Documents**

**Ensure your submission document(s) conforms to the following:**

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
  2. Documents should N2T have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
  3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
  4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
- [Pricing](#) - DTNA - Pricing.7z - Wednesday March 27, 2024 17:22:02
  - [Financial Strength and Stability](#) - DTNA - Financial Strength and Stability.7z - Friday March 22, 2024 21:11:59
  - [Marketing Plan/Samples](#) - DTNA - Marketing Plan.7z - Friday March 22, 2024 21:12:37
  - [WMBE/MBE/SBE or Related Certificates](#) - DTNA - WMBE-MBE-SBE or Related Certificates.7z - Friday March 22, 2024 21:13:03
  - [Warranty Information](#) - DTNA - Warranty Information.7z - Friday March 22, 2024 21:13:14
  - [Standard Transaction Document Samples](#) - DTNA - Standard Transaction Document Samples.7z - Friday March 22, 2024 21:13:26
  - [Requested Exceptions](#) - DTNA - Requested Exceptions.7z - Thursday March 28, 2024 09:41:37
  - [Upload Additional Document](#) - DTNA - Upload Additional Document.7z - Friday March 22, 2024 21:33:53

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

- 1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
- 2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
- 3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
- 4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
- 5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
- 6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
- 7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
- 8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
- 9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
- 10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
- 11. Proposer its employees, agents, and subcontractors are not:
  - 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/ndnlist.pdf>;
  - 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
  - 3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☒ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Eugene Berg, Director - Vocational Sales, Daimler Truck North America

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

☒ Yes ☐ No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.  
Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_7_Class 4-8 Chassis and Cabs _RFP_032824 Thu March 21 2024 08:45 AM	<input checked="" type="checkbox"/>	1
Addendum_6_Class 4-8 Chassis and Cabs _RFP_032824 Wed March 20 2024 12:36 PM	<input checked="" type="checkbox"/>	3
Addendum_5_Class 4-8 Chassis and Cabs _RFP_032824 Mon March 18 2024 12:01 PM	<input checked="" type="checkbox"/>	1
Addendum_4_Class 4-8 Chassis and Cabs _RFP_032824 Wed March 6 2024 09:38 AM	<input checked="" type="checkbox"/>	1
Addendum_3_Class 4-8 Chassis and Cabs _RFP_032824 Wed February 21 2024 04:08 PM	<input checked="" type="checkbox"/>	2
Addendum_2_Class 4-8 Chassis and Cabs _RFP_032824 Wed February 14 2024 04:12 PM	<input checked="" type="checkbox"/>	1
Addendum_1_Class 4-8 Chassis and Cabs _RFP_032824 Thu February 8 2024 04:24 PM	<input checked="" type="checkbox"/>	1

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**MEETING DATE:** July 8, 2025

**STAFF PERSON RESPONSIBLE:** Jim Brown, Chief Technology Officer

**DESCRIPTION:** Sempera Public Contract for Services for Next Gen Support in the Amount of \$48,000.00.

**SUMMARY:** We seek the Board's approval to extend administrative support for the county-wide rollout of NextGen for Teams. This support is critical to ensuring timely documentation, reporting, and metrics tracking throughout implementation.

The cost to extend support is \$48,000, funded from the IT Technology Fund, 800900. With this extension, the total projected vendor spend with Sempera will exceed \$198,000.

This request aligns with the strategic goal of modernizing collaboration tools across the County and ensuring a smooth, well-documented transition for all departments.

**RECOMMENDED ACTION:** Approval of the Sempera Public Contract for Services for Next Gen Support in the Amount of \$48,000.

**REVIEW:**

John Huber	Approve	6/25/2025
Jeff Garcia	Approve	6/30/2025
Andrew Copland	Approve	6/30/2025
Doug DeBord	Approve	7/1/2025
Suzi Woodruff - FYI	Notified - FYI	7/1/2025

**ATTACHMENTS:**

Sempera PCS 48000.00 NextGen July-Dec2025



## PUBLIC CONTRACT FOR SERVICES

**THIS PUBLIC CONTRACT FOR SERVICES** (the “Contract”) is made and entered into this       day of,       , 2025 by and between the **BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS, STATE OF COLORADO** (the “County”), and **SEMPERA PROFESSIONAL SERVICES, Inc.** a corporation authorized to do business in Colorado (the “Contractor”). The County and the Contractor hereinafter collectively referred to as the “Parties”.

### RECITALS

**WHEREAS**, the County is undertaking to engage the Contractor’s assistance in the recruitment of temporary staff to perform activities within the Infrastructure and Operations division of the Information Technology department; and

**WHEREAS**, the County desires to engage the Contractor to render certain professional services and assistance in connection with such undertakings of the County; and

**WHEREAS**, the Contractor has the ability to assist the County through its professional expertise, knowledge, and experience and is ready, willing and able to provide such services, subject to the conditions hereinafter set forth.

**NOW, THEREFORE**, for and in consideration of the premises and other good and valuable consideration, the parties agree as follows:

**1. LINE OF AUTHORITY:** Marc Buggé, IT Manager, (the “Authorized Representative”), is designated as Authorized Representative of the County for the purpose of administering, coordinating and approving the work performed by the Contractor under this Contract.

**2. SCOPE OF SERVICES:** All services described in Exhibit A, attached hereto and incorporated herein, shall be performed by the Contractor.

The County may, from time to time, request changes to the scope of services to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor’s compensation, which are mutually agreed upon between the County and the Contractor, shall be in writing and shall become part of this Contract upon execution.

the Contractor agrees to diligently and professionally perform all the services described herein in a manner satisfactory to the Authorized Representative. It is also understood and agreed that the Contractor shall not, in performing services hereunder, undertake any action or activity prohibited by the terms of any lease, permit, license or other agreement in effect during the term hereof between the Contractor and the County for the use and occupancy by the Contractor of any County facilities or space.

**3. COMPENSATION:** Subject to the maximum contract liability and all other provisions of this Contract, the County agrees to pay to the Contractor, and the Contractor agrees

to accept payment as described in Exhibit B, attached hereto and incorporated herein, during the term hereof, in accordance with the terms set forth herein.

**4. MAXIMUM CONTRACT EXPENDITURE:** Any other provision of this Contract notwithstanding and pursuant to Section 29-1-110, C.R.S., the amount of funds appropriated for this Contract is **FORTY-EIGHT THOUSAND DOLLARS AND ZERO CENTS (\$48,000.00)** for fiscal year 2024. In no event shall the County be liable for payment under this Contract for any amount in excess thereof. The County is not under obligation to make any future apportionment or allocation to this Contract nor is anything set forth herein a limitation of liability for the Contractor. Any potential expenditure for this Contract outside the current fiscal year is subject to future annual appropriation of funds for any such proposed expenditure.

**5. TERM:** It is mutually agreed by the parties that the term of this Contract shall commence as of 12:01 a.m. on **July 1, 2025**, and terminate at 12:00 a.m. on **December 31, 2025**. This Contract and/or any extension of its original term shall be contingent upon annual funding being appropriated, budgeted and otherwise made available for such purposes and subject to the County's satisfaction with all products and services received during the preceding term.

**6. INVOICING PROCEDURES:** Payments shall be made to the Contractor based upon invoices submitted by the Contractor, provided such invoices have been approved by the Authorized Representative. Payments will be made to the Contractor within thirty (30) days, or within a mutually agreed upon period after County has received complete invoices from the Contractor. The County reserves the right to require such additional documentation, including monthly activity reports detailing the Contractor's activities and services rendered, as the County deems appropriate to support the payments to the Contractor. The signature of an officer of the Contractor shall appear on all invoices certifying that the invoice has been examined and found to be correct.

**7. CONFLICT OF INTEREST:** the 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 the 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's own interests, or the interest of any party with whom the Contractor has a contractual arrangement, in conflict with those of County.

**8a. INDEMNIFICATION:** The County cannot and by this Contract does not agree to indemnify, hold harmless, exonerate or assume the defense of the Contractor or any other person or entity whatsoever, for any purpose whatsoever. The Contractor shall defend, indemnify and hold harmless the County, its commissioners, officials, officers, directors, agents and employees from any and all claims, demands, suits, actions or proceedings of any kind or nature whatsoever, including Workers' Compensation claims, in any way resulting from or arising from the services rendered under this Contract; provided, however, that the Contractor need not indemnify or save harmless the County, its officers, agents and employees from damages resulting from the negligence of the County's commissioners, officials, officers, directors, agents and employees.

**8b. LIMITATION OF LIABILITY.** In no event shall either party be liable for any loss of revenue or profits, or any indirect, special, incidental, punitive or consequential damages, whether in contract, tort or otherwise, even if they knew or should have known of the possibility of such damages.

**9. INDEPENDENT CONTRACTOR:** the Contractor is an independent contractor and is free to perform services for other clients. Notwithstanding any provision of this Contract, all personnel assigned by the Contractor to perform work under this Contract shall be and remain at all times, employees of the Contractor for all purposes. THE INDEPENDENT CONTRACTOR IS NOT ENTITLED TO WORKERS' COMPENSATION OR UNEMPLOYMENT BENEFITS THROUGH THE COUNTY AND IS OBLIGATED TO PAY FEDERAL AND STATE INCOME TAX ON ANY MONIES EARNED PURSUANT TO THE CONTRACT RELATIONSHIP.

**10. NONSOLICITATION:** During the term of this Agreement and for a period of one year thereafter, the Parties shall not, directly or indirectly, interfere with or solicit any employee of the other party for any job opening or employment position outside their employment, or otherwise induce, influence or encourage the other Party's employees to terminate employment with their employer.

**11. NO WAIVER OF GOVERNMENTAL IMMUNITY ACT:** The parties hereto understand and agree that the County, its commissioners, officials, officers, directors, agents, and employees, are relying on, and do not waive or intend to waive by any provisions of this Contract, the monetary limitations or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, §§ 24-10-101 to 120, C.R.S., or otherwise available to the County.

**12. ASSIGNMENT:** the Contractor covenants and agrees that it will not assign or transfer its rights hereunder, or subcontract any work hereunder, either in whole or in part without the prior written approval of the Authorized Representative. Any attempt by the Contractor to assign or transfer its rights hereunder shall, at the option of the Authorized Representative, void the assignment or automatically terminate this Contract and all rights of the Contractor hereunder.

**13. COUNTY REVIEW OF RECORDS:** The Contractor agrees that, upon request of the Authorized Representative with seven (7) days advance notice, at any time during the term of this Contract, or three (3) years thereafter, it will make full disclosure to the County and make available for inspection and audit upon request by the Authorized Representative, the County Director of Finance, or any of their authorized representatives, all of its records associated with work performed under this Contract for the purpose of making an audit, examination or excerpts. the Contractor shall maintain such records until the expiration of three (3) years following the end of the term of this Contract.

**14. OWNERSHIP OF DOCUMENTS:** Drawings, specifications, guidelines, and any other documents prepared by the Contractor in connection with this Contract shall be the property of the County.

**15. ASSIGNMENT OF COPYRIGHTS:** The Contractor assigns to the County the copyrights to all works prepared, developed, or created pursuant to this Contract, including the right to: 1) reproduce the work; 2) prepare derivative works; 3) distribute copies to the public by

sale, rental, lease, or lending; 4) perform the works publicly; and 5) to display the work publicly. the Contractor waives its rights to claim authorship of the works, to prevent its name from being used wrongly in connection with the works, and to prevent distortion of the works.

**16. TERMINATION:** The County shall have the right to terminate this Contract, with or without cause, by giving written notice to the Contractor of such termination and specifying the effective date thereof, which notice shall be given at least ten (10) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies and reports prepared by the Contractor pursuant to this Contract shall become the County's property. The Contractor shall be entitled to receive compensation in accordance with this Contract for any satisfactory work completed pursuant to the terms of this Contract prior to the date of notice of termination. Notwithstanding the above, the Contractor shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Contract by the Contractor.

**17. NOTICES:** Notices concerning termination of this Contract, notices of alleged or actual violations of the terms or provisions of this Contract, and all other notices shall be made as follows:

by the Contractor to:	Marc Buggé, IT Manager 100 Third Street, Suite 350 Castle Rock, CO 80104 Ph: (720) 673-4043 Email: mbugge@douglas.co.us
with a copy to:	Douglas County Attorney's Office 100 Third Street Castle Rock, CO 80104 Ph: (303) 660-7414 Email: attorney@douglas.co.us
and by the County to:	Sempera Professional Services, Inc. Attn: Jennifer Castleberry 9800 Mount Pyramid Court, Suite 400 Englewood, CO 80112 Ph: (720) 240-9900 E-mail: jcastleberry@sempera-us.com

Said notices shall be delivered personally during normal business hours to the appropriate office above, or by prepaid first class U.S. mail, via facsimile, or other method authorized in writing by the Authorized Representative. Mailed notices shall be deemed effective upon receipt or three (3) days after the date of mailing, whichever is earlier. The parties may from time to time designate substitute addresses or persons where and to whom such notices are to be mailed or delivered, but such substitutions shall not be effective until actual receipt of written notification.

**18. NONDISCRIMINATION:** In connection with the performance of work under this Contract, the Contractor agrees not to refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, marital status, or physical or mental disability.

**19. GOVERNING LAW; VENUE:** This Contract shall be deemed to have been made in, and construed in accordance with the laws of the State of Colorado. Venue for any action hereunder shall be in the District Court, County of Douglas, State of Colorado. The Contractor expressly waives the right to bring any action in or to remove any action to any other jurisdiction, whether state or federal.

**20. COMPLIANCE WITH ALL LAWS AND REGULATIONS:** All of the work performed under this Contract by the Contractor shall comply with all applicable laws, rules, regulations and codes of the United States and the State of Colorado. The Contractor shall also comply with all applicable ordinances, regulations, and resolutions of the County and shall commit no trespass on any public or private property in the performance of any of the work embraced by this Contract.

**21. SEVERABILITY:** In the event any of the provisions of this Contract are held to be unenforceable or invalid by any court of competent jurisdiction, the validity of the remaining provisions shall not be affected. Should either party fail to enforce a specific term of this Contract it shall not be a waiver of a subsequent right of enforcement, nor shall it be deemed a modification or alteration of the terms and conditions contained herein.

**22. NO THIRD-PARTY BENEFICIARIES:** The enforcement of the terms and conditions of this Contract and all rights of action relating to such enforcement, shall be strictly reserved to the County and the Contractor, and nothing contained in this Contract shall give or allow any such claim or right of action by any other or third person under such Contract.

**23. ADVERTISING AND PUBLIC DISCLOSURE:** The Contractor shall not include any reference to this Contract or services performed pursuant to this Contract in any of the Contractor's advertising or public relations materials without first obtaining the written approval of the Douglas County Public Affairs Director. Nothing herein, however, shall preclude the transmittal of any information to officials of the County, including without limitation, the County Manager, Assistant County Manager, and the Board of County Commissioners.

**24. PRIORITY OF PROVISIONS:** In the event that any terms of this Contract and any Exhibit, attachment, or other referenced document are inconsistent, the following order of priority shall control:

- 1<sup>st</sup> This Contract, Sections 1 through 29
- 2<sup>nd</sup> Exhibit A- Scope of Services
- 3<sup>rd</sup> Exhibit B- Method of Payment
- 4<sup>th</sup> Exhibit C- Insurance Requirements

**25. HEADINGS; RECITALS:** The headings contained in this Contract are for reference purposes only and shall not in any way affect the meaning or interpretation of this Contract. The Recitals to this Contract are incorporated herein.

**26. ENTIRE AGREEMENT:** The parties acknowledge and agree that the provisions contained herein constitute the entire agreement and that all representations made by any commissioner, official, officer, director, agent or employee of the respective parties unless included herein are null and void and of no effect. No alterations, amendments, changes or modifications to this Contract, except those which are expressly reserved herein to the Authorized Representative, shall be valid unless they are contained in writing and executed by all the parties with the same formality as this Contract.

**27. INSURANCE:** The Contractor shall be required to maintain the insurance requirements provided in Exhibit C, attached hereto and incorporated herein by reference. The Contractor shall provide evidence that such requirements have been met and shall provide updated information to the County in the event any changes are made to the Contractor's insurance coverage during the term of this Contract.

**28. COUNTY EXECUTION OF AGREEMENT:** This Contract is expressly subject to, and shall not be or become effective or binding on the County, until execution by all signatories of the County.

**29. FORCE MAJEURE:** No party shall be liable for failure to perform hereunder if such failure is the result of *force majeure*. Any time limit shall be extended for the period of any delay resulting from any *force majeure*, or this Contract may be terminated if such delay makes performance of the Contract impossible or impracticable. *Force majeure* shall mean causes beyond the reasonable control of a party such as, but not limited to, weather conditions, acts of God, strikes, work stoppages, unavailability of or delay in receiving labor or materials, faults by contractors, subcontractors, utility companies or third parties, fire or other casualty or action of government authorities.

(Remainder of Page Intentionally Blank)

**Exhibit A**  
**SCOPE OF SERVICES**

For temporary office administrative work:

- Temp will work and be assigned to the Information Technology department for duration of the project.
- Will work under the direction of:
  - IT Manager, M365 Architecture and Web Technologies
  - M365 Administrator
  - Chief Technology Officer
  - various others supporting the CTO
- Will work in the IT assigned cubicle on-site – hybrid work is an option.
- Perform duties on the NextGen Teams County wide rollout. These duties include documenting requirements and other necessary information, attending meetings with different departments, assisting in the buildout of the necessary teams per department requirements, and other duties as needed on the project.
- Work with Service Delivery Management to perform backup role of security administration for Human Services and develop and report activity metrics.
- Other duties as assigned.
- Has no direct supervisory responsibilities.

**Exhibit B**  
**METHOD OF PAYMENT**

**FEES AND INVOICING:**

- The Contractor agrees to receive an hourly fee of fifty dollars (\$50.00).
- The Contractor shall bill the County only for time actually worked.
- Any time the Contractor works over 40 hours per week, the Contractor shall be paid at the agreed upon hourly fee; there is no time and a half payment for overtime worked.
- The Authorized Representative may establish additional fees and rates as reasonably necessary for the Contractor that may be needed to perform work.
- Any work by the Contractor outside of Exhibit A, Scope of Services, which results in a change in cost estimates or substitution of materials requires written approval in advance via change control by the Authorized Representative. Any such change control share shall be subject to the Paragraph 4, Maximum Contract Expenditure, of this Contract unless otherwise expressly agreed upon in writing by the Parties.

Invoicing shall occur once each calendar month. Invoices will be provided to Douglas County, attention Marc Buggé [mbugge@douglas.co.us](mailto:mbugge@douglas.co.us) and cc to IT Business Services [ITBusinessServices@douglas.co.us](mailto:ITBusinessServices@douglas.co.us). Payment will be made pursuant to Paragraph 6, Invoicing Procedures, of this Contract.

**WARRANTY:** The County reserves the right to terminate this Contract and the engagement of the Contractor at any time, regardless of reason, with one day's notice to the Contractor.



**Exhibit C**  
**INSURANCE REQUIREMENTS**

CONTRACTOR shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by CONTRACTOR, its agents, representatives, or employees.

**MINIMUM SCOPE AND LIMIT OF INSURANCE**

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury (including coverage for contractual and employee acts) with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit. \$2,000,000.
2. **Automobile Liability:** Insurance Services Office Form covering, Code 1 (any auto), or if CONTRACTOR has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers’ Compensation** insurance as required by the State of Colorado, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease
4. **Professional Liability** (Errors and Omissions) Insurance appropriate to CONTRACTOR’s profession, with limit no less than **\$1,000,000** per occurrence or claim, \$2,000,000 aggregate.

The Insurance obligations under this agreement shall be the minimum Insurance coverage requirements and/or limits shown in this agreement; whichever is greater. Any insurance proceeds in excess of or broader than the minimum required coverage and/or minimum required limits, which are applicable to a given loss, shall be available to the COUNTY. No representation is made that the minimum Insurance requirements of this agreement are sufficient to cover the obligations of CONTRACTOR under this agreement.

**OTHER INSURANCE PROVISIONS:**

The insurance policies are to contain, or be endorsed to contain, the following provisions:

**Additional Insured Status.** Douglas County, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to CONTRACTOR’s insurance (at least as broad as ISO Form CG 20 10 11 85 or **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 forms if later revisions used).

**Primary Coverage.** For any claims related to this contract, CONTRACTOR’s **insurance coverage shall be primary** insurance. Any insurance or self-insurance maintained by Douglas

County, its officers, officials, employees, or volunteers shall be excess and non- contributory to CONTRACTOR's insurance.

**Notice of Cancellation.** Each insurance policy required above shall state that **coverage shall not be canceled, except with notice to Douglas County.**

**Waiver of Subrogation.** CONTRACTOR hereby grants to Douglas County a waiver of any right to subrogation which any insurer of said CONTRACTOR may acquire against Douglas County by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not Douglas County has received a waiver of subrogation endorsement from the insurer.

**Self-Insured Retentions, Deductibles and Coinsurance.** CONTRACTOR agrees to be fully and solely responsible for any costs or expenses as a result of a coverage deductible, coinsurance penalty, or self-insured retention. Douglas County may require CONTRACTOR to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Douglas County. CONTRACTOR will indemnify Douglas County, in full, for any amounts related to the above.

**Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to Douglas County.

**Claims Made Policies.** If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided *for at least three (3) years after completion of the contract of work.*
3. If coverage is canceled or non-renewed, and not *replaced with another claims-made policy form with a Retroactive Date* prior to the contract effective date, CONTRACTOR must purchase "extended reporting" coverage for a minimum of *three (3) years* after completion of contract work.

**Verification of Coverage.** CONTRACTOR shall furnish Douglas County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by Douglas County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive CONTRACTOR's obligation to provide them. Douglas County reserves the right, but not the obligation, to review and revise any insurance requirement, not limited to limits, coverage, and endorsements. Additionally, Douglas County reserves the right, but not the obligation, to review and reject any insurance policies failing to meet the criteria stated herein. Failure on the part of CONTRACTOR to provide insurance policies within ten (10) working days of receipt of the written request will constitute a material breach of contract upon which Douglas County may immediately terminate this contract.

The completed certificates of insurance with additional insured endorsements and waivers of subrogation and any notices, within 20 days of cancellation, termination, or material change will be sent via mail or e-mail to:

Douglas County Government  
Attn: Risk Management  
100 Third Street  
Castle Rock, Colorado 80104  
[risk@douglas.co.us](mailto:risk@douglas.co.us)

**Subcontractors** CONTRACTOR shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and CONTRACTOR shall ensure Douglas County is an additional insured on insurance required from subcontractors.

**Failure to Procure or Maintain Insurance.** CONTRACTOR will not be relieved of any liability, claims, demands, or other obligations assumed by its failure to procure or maintain insurance, or its failure to procure or maintain insurance in sufficient amounts, durations, or types. Failure on the part of CONTRACTOR to procure or maintain policies providing the required coverage, conditions and minimum limits will constitute a material breach of contract upon which Douglas County may immediately terminate this contract.

**Governmental Immunity.** The parties hereto understand and agree that Douglas County is relying on, and does not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101 *et seq.* as from time to time amended, or otherwise available to Douglas County, its officers, or its employees

**Special Risks or Circumstances**

Douglas County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

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**MEETING DATE:** July 8, 2025

**STAFF PERSON RESPONSIBLE:** Jim Brown, Chief Technology Officer

**DESCRIPTION:** Webolutions Public Notices Web Re-Platform Project in the Amount of \$24,985.00.

**SUMMARY:** The Webolutions Public Notices Web Re-Platform project will improve the County's Public Notices website. We seek Board approval because this project will put our annual vendor spend at \$109,785.00 in 2025. The total cost of this project is \$24,985.00, and it has been budgeted from the Technology Fund, 800900.

**RECOMMENDED ACTION:** Approval of the Webolutions Public Notices Web Re-Platform Project in the Amount of \$24,985.00.

**REVIEW:**

John Huber	Approve	6/24/2025
Jeff Garcia	Approve	6/30/2025
Andrew Copland	Approve	6/30/2025
Doug DeBord	Approve	7/1/2025
Suzi Woodruff - FYI	Notified - FYI	7/1/2025

**ATTACHMENTS:**

Webolutions SOSA 2025-04 24985.00 C&R Public Notices Re-Platform

**EXHIBIT A**  
**SCOPE OF SERVICES AGREEMENT 2025-04**  
**WEBOLUTIONS, INC.,**

**THIS SCOPE OF SERVICES AGREEMENT** ("SOSA") is made and entered into is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2025, by and between the **BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS, STATE OF COLORADO** (the "County"), and **WEBOLUTIONS, INC.**, authorized to do business in Colorado (the "Consultant"). The County and the Consultant are collectively referred to herein as the "Parties".

**RECITALS**

**WHEREAS**, the Parties entered into an active Master Services Agreement dated December 16, 2024 (the "MSA") for the Consultant to perform services for the County governed and executed through Scope of Services Agreements (SOSA); and

**WHEREAS**, the County would like the Consultant to provide website development; and

**WHEREAS**, the County has budgeted and appropriated the necessary funds to satisfy the financial obligations set forth in this SOSA.

**NOW, THEREFORE**, for and in consideration of the premises and other good and valuable consideration, the Parties agree as follows:

- 1. MASTER SERVICES AGREEMENT:** This SOSA is subject and subordinate to the terms and conditions specified in the MSA, executed between the County and the Consultant.
- 2. SCOPE OF WORK:** All services described in Exhibit 1, attached hereto and incorporated herein, shall be performed by the Consultant.
- 3. MAXIMUM CONTRACT LIABILITY:** Any other provisions of this SOSA notwithstanding, in no event shall the County be liable for payment under this for any amount in excess of **TWENTY-FOUR THOUSAND NINE HUNDRED EIGHTY-FIVE DOLLARS AND ZERO CENTS (\$24,985.00)**. The County is not under obligation to make any future apportionment or allocation to this SOSA. Any potential expenditure for this SOSA outside the current fiscal year is subject to future annual appropriation of funds for any such proposed expenditure.
- 4. TERM:** It is mutually agreed by the Parties that the term of this SOSA shall commence as of 12:01 a.m. on **July 1, 2025**, and terminate at 11:59 p.m. on **February 28, 2026**. This SOSA and/or any extension of its original term shall be contingent upon annual funding being appropriated, budgeted and otherwise made available for such purposes and subject to the County's satisfaction with all products and services received during the preceding term.
- 5. COUNTY EXECUTION OF AGREEMENT:** This SOSA is expressly subject to and shall not be or become effective or binding on the County, until execution by all signatories of the County.

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## Exhibit 1

# Douglas County Public Notices Website Rebuild

### Overview

The current Public Notices website is located at <https://publicnotices.douglas.co.us/>.

### Website Features

In general, this is a highly searchable archive to locate and view documents

### Search Options

At - <https://publicnotices.douglas.co.us/>

- Search or Select Special Districts to see related documents
- Search All Special Districts Documents – Looks like the same as above
- Search or View County Commissioner Resolutions

At - <https://apps.douglas.co.us/LandmarkWeb> - different search NOT part of this website

### Documents

Each document will contain:

- Document Name
  - Formats On Current Website
    - [Date][District][Document Name]
    - [Ordinance #] [Document Name]
    - [Document Name]
    - [Resolution #][Document Name]
    - [Date][Resolution #]

When documents are selected, they open as a .pdf or their associated file type

The documents in this system ([see Canyons Metropolitan District example](#)) start in 2013. There are also 2012 Records.

- The 2012 documents are listed separately and are no being accessed on the current system. They are in an archive.

### 3 Custom Post Types

- Public Notices – 16,800 posts
  - Document Name
  - Date
  - Document
    - .pdf
    - Word
    - Image File
  - \*Association
    - Select Special District
- Special Districts – 252 posts
  - Document Name
  - Date
  - Special District Information – Not being used
  - Document
    - .pdf
    - Word
    - Image File
  - \*Association
    - Select Special District

- Resolutions – 1,650
  - Document Name – We are adding
  - Document
    - .pdf

#### **Admin**

- Select Special District to view all associated Resolutions
- Add/Edit/Delete all Custom Post Types

#### **Initial Project Estimate**

- Document Migration Testing  
Est. \$1,175
- Technical Requirements & UX Documentation  
Est. \$850
- Stakeholder Technical Requirements & UX Review, Clarifications & Adjustments
  - Search Functionality
    - Document Name - Oath-McDonagh – Yes!
    - Document Content – No! Zachary P. White
 Est. \$825
- Website System Build – Includes Designs, Design Reviews & Adjustments, Programming, Testing and Final Adjustments  
Est. \$6,825
- Content / Document Migration  
Est. \$1,225
- Final Testing, Adjustments & Launch (w 301 Redirects)  
Est. \$3,425

#### **Est. Sum - \$14,325.00**

As we complete steps 1-3 we will understand the actual cost.  
We will only bill based on actual hours

#### **Additional Site Features Outlined in 6/9/2025 Meeting w Budget Estimates**

- Combining Multiple Uploads Into a Single Document – Est. \$2,525.00
  - Technical Requirements Collaboration & Documentation
  - System(s) Testing – To determine capabilities
  - Development
  - PM, Systems Testing & User Guide
- Submission and Approvals for Postings Workflow – Est. \$2,800
  - Technical Requirements Collaboration & Documentation
  - Design
  - Development
  - PM, Testing & User Guide
- Automatic Document Pruning with Variable Timeframes – Est. \$1,325
  - Technical Requirements Collaboration & Documentation
  - Development
  - PM, Testing & User Guide
- System Posting Authorization Incorporation from 3<sup>rd</sup> Party System – Est. \$1,175
  - Technical Requirements Collaboration & Documentation
  - System Testing
  - Development
  - PM, Testing & User Guide
- Document Content Searchability – Est. \$2,835
  - Technical Requirements Collaboration & Documentation

- System Testing
- Design
- Development
- PM, Testing & User Guide

**Updated Est. Total Project Sum - \$24,985**

As we complete steps 1-3 we will understand the actual cost.  
We will only bill based on actual hours

## Payment Milestones

To Begin Project incl. Work Completed to Date	\$8,328
Upon Approval of Designs	\$8,328
Upon Approval to Go Live	\$8,328



**MEETING DATE:** July 8, 2025

**STAFF PERSON RESPONSIBLE:** Mike Wise, Sr. Manager Application Services

**DESCRIPTION:** ALKU, LLC Public Contract for Services, Third Amendment for ADP Support and Implementation in the Amount of \$279,400.00.

**SUMMARY:** Funding request to cover professional services from two external consultants to support the configuration, testing, and deployment of ADP Workforce Now modules. The consultants will assist with validating system setup, optimizing workflows, configuration, data integrity checks, and knowledge transfer. This work is part of the broader ADP implementation project and is critical to ensuring a successful system go-live before year-end. Funding is to cover expenses for the two consultants through end of year 2025. The cost is \$279,400.00 and is budgeted from the Technology Fund, 800900.

**RECOMMENDED ACTION:** Approval of ALKU, LLC Public Contract for Services, Third Amendment for ADP Support and Implementation in the Amount of \$279,400.

**REVIEW:**

John Huber	Approve	6/25/2025
Jeff Garcia	Approve	6/30/2025
Andrew Copland	Approve	6/30/2025
Doug DeBord	Approve	7/1/2025
Suzi Woodruff - FYI	Notified - FYI	7/1/2025

**ATTACHMENTS:**

ALKU PCS Amend3 279,400 06.25.25 Caitlin Forsyth

### THIRD AMENDMENT TO PUBLIC CONTRACT FOR SERVICES

**THIS THIRD AMENDMENT TO PUBLIC CONTRACT FOR SERVICES** (“the Amendment”) is entered into this \_\_\_\_ day, of \_\_\_\_\_ 2025, by and between the **BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS, STATE OF COLORADO** (the “County”), and **ALKU, LLC**, a corporation authorized to do business in Colorado (the “Contractor”). The County and the Consultant are hereinafter collectively referred to as the “Parties” and individually to as a “Party.”

#### RECITALS

**WHEREAS**, the Parties entered into a certain Public Contract for Services dated March 21, 2025, (the “Contract”) for work that requires strategic and technical expertise in ADP and UKG technologies with a maximum contract amount of ninety-five thousand dollars and zero cents (\$95,000.00) and term of March 11, 2025, through March 10, 2028; and

**WHEREAS**, the Parties entered into a First Amendment to the Contract dated May 9, 2025, and Second Amendment to the Contract dated [REDACTED], 2025, to update the payment terms; and



**WHEREAS**, the Parties have agreed to amend the Contract for the third time to increase the Maximum Contract Expenditure in the amount of two hundred seventy-nine thousand four hundred dollars and zero cents (\$279,400.00); and

**WHEREAS**, the Parties now have determined that additional clarifications are needed.

**NOW, THEREFORE**, the Parties hereto mutually agree as follows:

1. Paragraph 4 of the Contract is hereby amended to read:

**MAXIMUM CONTRACT EXPENDITURE:** Any other provision of this Contract notwithstanding and pursuant to Section 29-1-110, C.R.S., the amount of funds appropriated for this Contract is **THREE HUNDRED SEVENTY-FOUR THOUSAND FOUR HUNDRED DOLLARS AND ZERO CENTS (\$374,400.00)**. In no event shall the County be liable for payment under this Contract for any amount in excess thereof. The County is not under obligation to make any future apportionment or allocation to this Contract, nor is anything set forth herein a limitation of liability for the Consultant. Any potential expenditure for this Contract outside the current fiscal year is subject to future annual appropriation of funds for any such proposed expenditure.

2. **OTHER TERMS AND CONDITIONS REMAIN:** In the event of any inconsistencies between the Contract, First Amendment, Second Amendment, and this Third Amendment, the terms of this Third Amendment shall control. Except as expressly set forth in this Third Amendment, the Contract otherwise is unmodified and remains in full force and effect. Each reference in the Contract to itself shall be

deemed also to refer to this Third Amendment.

3. **CAPITALIZED TERMS:** All capitalized terms used but not defined herein shall have the same meanings as defined in the Contract.
4. The remainder of the Contract shall remain in full force and effect.

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www.douglas.co.us

**MEETING DATE:** July 8, 2025

**STAFF PERSON RESPONSIBLE:** Jennifer D'Ambrosio, Community Programs Coordinator

**DESCRIPTION:** Subgrantee Agreement for Older Adult Homemaker and Personal Care Services Between Douglas County and ACASA Senior Care in the Amount of \$110,080.00.

**SUMMARY:** This request is for approval of the subgrantee agreement for older adult homemaker and personal care services between Douglas County and Rocky Mountain In Home Care, Inc. dba ACASA Senior Care in the amount of \$110,080. This subgrantee agreement will provide a total of 2,560 hours of services to older adults in Douglas County. The term of the agreement is July 2025 through June 2026.

**RECOMMENDED ACTION:** Staff recommends approval of the subgrantee agreement for older adult homemaker and personal care services between Douglas County and ACASA Senior Care in the amount of \$110,080.

**REVIEW:**

Jennifer Eby	Delegated	6/25/2025
Rand Clark	Approve	6/25/2025
Jeff Garcia	Approve	6/30/2025
Andrew Copland	Approve	6/30/2025
Doug DeBord	Approve	7/1/2025
Jennifer Eby - FYI	Notified - FYI	7/1/2025

**ATTACHMENTS:**

ACASA 25-26 Staff Report

## Subgrantee Agreement Staff Report

**Date:** June 24, 2025

**To:** Douglas County Board of County Commissioners

**Through:** Douglas J. DeBord, County Manager

**From:** Jennifer L. Eby, AICP, Director of Community Services

**CC:** Jennifer A. D'Ambrosio, Community Programs Coordinator  
Allison E. Cutting, Supervisor, Community Services  
Rand M. Clark, CCAP, NCRT, Assistant Director of Community Services

**Subject:** **Subgrantee agreement for older adult homemaker and personal care services between Douglas County and ACASA Senior Care in the amount of \$110,080.**

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**Board of County Commissioners' Business Meeting**

**July 8, 2025 @ 1:30 p.m.**

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### **I. EXECUTIVE SUMMARY**

This request is for approval of the subgrantee agreement for older adult homemaker and personal care services between Douglas County and Rocky Mountain In Home Care, Inc. dba ACASA Senior Care in the amount of \$110,080. This subgrantee agreement will provide a total of 2,560 hours of services to older adults in Douglas County. The term of the agreement is July 2025 through June 2026.

### **II. REQUEST**

Staff recommends approval of the subgrantee agreement for older adult homemaker and personal care services between Douglas County and ACASA Senior Care in the amount of \$110,080.

### **III. BACKGROUND**

On June 10, 2025, the Board of County Commissioners (BCC) approved Amendment No. 1 of the Denver Regional Council of Governments (DRCOG) Older Americans Act (OAA) contract EX24015 for older adult services and assisted transportation from July 2025 through June 2026.

Douglas County subgrants funds to local providers who request support through a competitive application process for a two-year period. ACASA Senior Care applied to receive DRCOG homemaker and personal care service funding through the County's 2024 joint application process.

### **IV. DISCUSSION**

Community-based personal care and homemaker services provide opportunities for residents to remain in their own homes and contribute to a resident's overall quality of life. Older adults who meet the requirements for in-home services are eligible to receive homemaker and personal care assistance. This subgrantee agreement will provide 1,400 hours of homemaker services and 1,160 hours of personal care services at no cost to Douglas County residents in need.

Service	Units	Amount
Homemaker	1,400	\$ 60,200
Personal Care	1,160	\$ 49,880
<b>Total:</b>	<b>2,560</b>	<b>\$ 110,080</b>

## V. RECOMMENDED ACTION

Staff recommends approval of the subgrantee agreement for older adult homemaker and personal care services between Douglas County and ACASA Senior Care in the amount of \$110,080 as it complies with all federal, state, and County approval standards and policies.

<u>ATTACHMENTS</u>	<u>PAGE</u>
Subgrantee Agreement ACASA Homemaker and Personal Care Services .....	3

**SUBGRANTEE AGREEMENT  
ACASA HOMEMAKER AND PERSONAL CARE SERVICES**

<b>Project Title</b> ACASA Homemaker and Personal Care Services	<b>Agreement Number</b> ACASAHMKRPC2526		
<b>Grantee</b> Rocky Mountain In Home Care, Inc. dba ACASA Senior Care	<b>Agreement Performance Beginning Date</b> July 1, 2025		
<b>Grantee Unique Entity ID:</b> UW2CLJU1TNK3	<b>Agreement Performance Expiration Date</b> June 30, 2026		
<b>Grant Maximum Amount:</b> \$110,080.00	<b>CFDA Number:</b> N/A		
<b>Agreement Purpose</b> The purpose of this agreement is to improve homemaker and personal care options for vulnerable seniors age 60 and older in all parts of Douglas County.			
<b>Exhibits and Order of Precedence</b> The following Exhibits and attachments are included with this Agreement: <ol style="list-style-type: none"> <li>1. Exhibit 1, Scope of Work and Conditions</li> <li>2. Exhibit 2, Amended Contract EX24015</li> <li>3. Exhibit 3, Release of Information</li> <li>4. Exhibit 4, Generic Confidentiality Agreement</li> <li>5. Exhibit 5, Data Security Procedures</li> </ol> <p>In the event of a conflict or inconsistency between this Agreement and any Exhibit or attachment, such conflict or inconsistency shall be resolved by reference to the documents in the following order of priority:</p> <ol style="list-style-type: none"> <li>1. The provisions of the other sections of the main body of this Agreement</li> <li>2. Exhibit 1, Scope of Work and Conditions</li> <li>3. Executed Option Letters (if any)</li> </ol>			
<b>Principal Representatives:</b> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; vertical-align: top;"> <b>For Douglas County:</b>  Jennifer D'Ambrosio  100 Third Street  Castle Rock, CO 80104  CRSgrants@douglas.co.us </td> <td style="width: 50%; vertical-align: top;"> <b>For Grantee:</b>  Viktoria Natale  6436 S. Rancine Cir, Ste. 102  Centennial, CO 80111  viktoria@acasacolorado.com </td> </tr> </table>		<b>For Douglas County:</b> Jennifer D'Ambrosio 100 Third Street Castle Rock, CO 80104 CRSgrants@douglas.co.us	<b>For Grantee:</b> Viktoria Natale 6436 S. Rancine Cir, Ste. 102 Centennial, CO 80111 viktoria@acasacolorado.com
<b>For Douglas County:</b> Jennifer D'Ambrosio 100 Third Street Castle Rock, CO 80104 CRSgrants@douglas.co.us	<b>For Grantee:</b> Viktoria Natale 6436 S. Rancine Cir, Ste. 102 Centennial, CO 80111 viktoria@acasacolorado.com		

THIS SUB GRANTEE AGREEMENT (“Agreement”) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by and between **THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS, STATE OF COLORADO** (“County”) and **ROCKY MOUNTAIN IN HOME CARE, INC. dba ACASA SENIOR CARE**, a corporation authorized to do business in Colorado (“Sub Grantee”), each acting by and through its duly authorized officers. The County and the Sub Grantee hereinafter collectively referred to as the “Parties” and individually to as a “Party.”

**WHEREAS:**

1. The County, acting in its role as grantee for funding under Title III of the Older Americans’ Act (OAA), the State of Colorado Funding for Senior Services (SFSS), and American Rescue Plan Act Funding (ARPA) grant awarded by the Denver Regional Council of Governments (DRCOG), is able to receive and dispense federal and state funds upon reimbursement from DRCOG.
2. Consistent with DRCOG procedural requirements, the County submitted an application for local older adult personal care services funding assistance.
3. The County and DRCOG entered into amended contract EX24015 received a total grant award of \$792,516.00 (\$704,422.00 in OAA, SFSS, and/or ARPA grant funds and \$88,094.00 in match funds) for homemaker and personal care services for older adults and will use a maximum amount of **\$110,080.00** on behalf of the subgrantee. This Agreement is intended to memorialize the terms under which the Sub Grantee is to receive the DRCOG grant funds.

**NOW, THEREFORE**, the County and the Sub Grantee agree as follows:

**I. SCOPE OF WORK; APPROVED BUDGET; AND PROVISIONS**

**1.01 Scope of Work.** The Sub Grantee agrees to perform and complete the Scope of Work and Conditions specified in **Exhibit 1** (“Scope of Work”), attached hereto and incorporated herein, in accordance with the terms and conditions of this Agreement and in accordance with all the terms and conditions contained in **Exhibit 2** (Amended Contract EX24015 (“DRCOG Contract”)), attached hereto and incorporated herein. Such terms and conditions include, but are not limited to, all supplemental terms and conditions set forth in Exhibit B to the DRCOG Contract, which are incorporated herein. In the event any provisions contained in this Agreement and/or the Scope of Work conflict with the terms of the DRCOG Contract, the DRCOG Contract shall be controlling. The Scope of Work describes the activities to be completed by the Sub Grantee and includes milestones and completion dates. All Scope of Work activities must be consistent with the approved Scope of Work, including the budget. Any proposed change in the Scope of Work must be submitted to the County’s Project Manager for written approval. A change in the Scope of



Work is not effective until the Sub Grantee receives written approval from the County.

**1.02 Approved Budget.** The Sub Grantee agrees to complete the Scope of Work in accordance with the approved budget set forth in **Exhibit 1**.

**1.03 Provisions.** The Sub Grantee agrees to comply with all provisions in this Agreement including all exhibits.

## **II. AUTHORIZED USE OF GRANT FUNDS; ELIGIBILITY OF COSTS**

**2.01 Authorized Use of Grant Funds.** The Sub Grantee is only authorized to use the grant funds awarded under this Agreement for cost directly incurred for the Scope of Work activities during the Project Activity Period as specified in **Exhibit 1**. The Sub Grantee shall administer services funded through this Agreement in accordance with the Older Americans Act; all applicable provisions of the Colorado Revised States; 12 CCR 2510-1, Older Americans Act (OAA) Programs (Rule Manual Volume 10); Colorado Department of Human Services, Division of Aging and Adult Services, State Unit on Aging (SUA) Policy and Procedures Manual; and the DRCOG Contract Management Manual, as may be amended from time to time. Sub Grantee is subject to all provisions of DRCOG's contract with CDHS.

**2.02 Eligibility of Costs.** All expenses are subject to DRCOG regulations including, but not limited to:

- All applicable provisions of 2 CFR part 200, 2 CFR part 300 and 45 CFR part 74 and 45 CFR, Part 92 regarding uniform requirements for the administration of Department of Health and Humans Services (HHS) grants and principles for determining costs applicable to activities assisted by HHS grants.

All expenses are also subject to the provisions outlined in the DRCOG Contract.

## **III.AWARD AMOUNT, MATCH, AND PAYMENT**

**3.01 Project Amount.** The total budget of this Scope of Work is **\$110,080.00**.

**3.02 Maximum Grant Amount.** The County awards to the Sub Grantee a grant of **\$110,080.00** ("Maximum Grant Amount") to complete approximately **1,400 units (hours) of homemaker services and 1,160 units (hours) of personal care services** as outlined in the Scope of Work. In no event will the County's obligation under this Agreement be more

than the Maximum Grant Amount. The County shall bear no responsibility for cost overruns that may be incurred by the Sub Grantee in the performance of the Scope of Work.

**3.03 Local Match.** A local match from the County is required for this operating grant. This requirement will be covered through the County's general fund budget. The local match shall not increase the Maximum Grant Amount.

**3.04 Reimbursement Contingent Upon the Availability of the Local Match.**

Reimbursement is subject to and contingent upon the continuing availability of the required local match. The parties hereto expressly recognize that the Sub Grantee is to be paid, reimbursed, or otherwise compensated with funds provided to the County by DRCOG that are contingent upon the availability of the required local match. If, for whatever reason, the local match is insufficient, the County is only required to reimburse the Sub Grantee from such funds or any part thereof that are received from DRCOG based on the local match provided.

**3.05 Reimbursement.** Expenses will be reimbursed by the County for 100 percent of all eligible costs which have been paid to the County by DRCOG. Invoiced expenditures with all required documentation must be submitted to the Project Manager no later than the fifth day of the following month in order to be reimbursed for expenses from the previous month. Sub Grantees must use the approved forms and submit all required documentation as specified.

Sub Grantees shall submit any additional data or other information requested by the County to support the Sub Grantee's reimbursement request and shall submit any additional data or information that may be required by the federal government for reporting to DRCOG and the State of Colorado.

Upon the County's review and approval of the Sub Grantee's reimbursement request, the County will distribute to the Sub Grantee the approved reimbursement amount. The County may deny part, or all, of any reimbursement request if it believes that it is not a supportable Scope of Work expense. No reimbursement will be made which would cause the distribution of grant funds to exceed, cumulatively, such payment limits in Section 3.02. The County may withhold payment if the Sub Grantee is not current in its reporting requirements under Article V. Distribution of any funds or approval of any report is not to be construed as a County waiver of any Sub Grantee noncompliance with this Agreement.

**3.06 Repayment of Unauthorized Use of Grant Funds.** Upon a finding by the County that the Sub Grantee has made unauthorized or undocumented use of grant funds, and upon a demand for repayment issued by the County, the Sub Grantee agrees to promptly repay such amounts to the County.

**3.07 Reversion of Unexpended Grant Funds.** All funds granted by the County under this Agreement that have not been expended for Scope of Work activities taking place during the Project Activity Period, as defined in Section 6.01 below, shall revert back to DRCOG. Sub Grantee must meet the timeframes outlined in the County's agreement with DRCOG.

**3.08 Grant Contingent upon State or Federal Funding.** This Agreement is subject to and contingent upon the continuing availability of State Older Coloradoan's funds, or Federal Older Americans' Act funds for the purposes thereof. The parties hereto expressly recognize that the Sub Grantee is to be paid, reimbursed, or otherwise compensated with funds provided to the County by DRCOG. DRCOG receives these funds from the State of Colorado, State Funding for Senior Services, or the Federal Older Americans' Act, and therefore, the Sub Grantee expressly understands and agrees that all its right, demands, and claims to compensation arising under this Agreement are contingent upon receipt of such funds from DRCOG. In the event that such funds or any part thereof are not received from DRCOG, the County may immediately terminate this Agreement without liability, including liability for termination costs.

#### **IV. ACCOUNTING AND RECORDKEEPING REQUIREMENTS**

**4.01 Documentation of Scope of Work Costs.** All Scope of Work expenses must be supported by proper documentation, including properly executed payrolls, effort reporting or time records, invoices, contracts, receipts for expenses, or vouchers, evidencing in detail the nature and propriety of the charges.

**4.02 Establishment and Maintenance of Scope of Work Information.** The Sub Grantee agrees to establish and maintain accurate, detailed, and complete separate books, accounts, financial records, documentation, and other evidence relating to (a) Sub Grantee's performance under this Agreement, and (b) the receipt and expenditure of all grant funds and the Sub Grantee's match documentation (if required) under this Agreement. The Sub Grantee shall establish and maintain all such information in accordance with generally accepted accounting principles and practices and shall remain intact all Scope of Work information until the latest of:

- A. Six (6) years following the term of this Agreement; or
- B. If any litigation, claim, or audit is commenced during either such period, when all such litigation claims or audits have been resolved.

**4.03 Compliance with HB 18-1128.** Sub Grantee shall comply with the applicable provisions of House Bill 18-1128 Concerning Strengthening

Protections for Consumer Data Privacy, including any updates or amendments thereto. Compliance shall include, without limitation, compliance with all required procedures set forth in subpart F of the Scope of Work attached hereto. Sub Grantee shall be a “Third-Party Service Provider” as defined in C.R.S. § 24-73-103(1)(i), shall maintain security procedures and practices consistent with C.R.S. § 24-73-101, *et seq.*, and has a statutory duty to notify and cooperate with the County in the event of a security breach that compromises personally identifiable information (PII), which means any information maintained about an individual that can be used to distinguish or trace an individual’s identity, including but not limited to name; social security number; date and place of birth; mother’s maiden name; biometric records; other information linked or linkable to an individual such as medical, educational, financial and employment information; and any other information encompassed in C.R.S. § 24-72-501.

**4.04 Audit Requirements.** The Contractor shall ensure that an annual independent audit is conducted of the Contractor's financial records in accordance with the requirements of Title II Part 200 of the Code of Federal Regulations, which supersedes Office of Management and Budget (OMB) Circular A-133. The Contractor shall, upon request, make a copy of the audit available for review by DRCOG and/or SUA. All activities and costs charged under this Contract shall be in accordance with the provisions of the Older Americans Act, Colorado Revised Statutes, Rule Manual Volume 10 and the SUA Policy and Procedure Manual, as from time to time amended, including but not limited to compliance with cost principles set forth in: Title II Part 200 of the Code of Federal Regulations and Government Audit Standards regardless of the amount of Federal funding the Contractor receives. Federal Acquisition Regulations at 48 C.F.R. Part 31.2 shall also apply when applicable. Should an audit or other financial review disallow any reimbursed costs, the disallowed funds shall be returned to DRCOG or, in DRCOG’s discretion and to the extent permitted by Federal and State law and regulations, offset against current or future payments to Contractor. Failure to fulfill these audit obligations is a breach of this Contract and will subject Contractor to all remedies available herein and at law, including all funds being due and payable back to DRCOG.

**4.05** The Sub Grantee agrees to provide the Project Manager with a report of all audits performed.

## **V. REPORTING AND MONITORING REQUIREMENTS**

**5.01 Progress Reports.** The Sub Grantee shall provide information about its progress in the Monthly Reimbursement Request forms it submits to the

Project Manager. These reports shall include personal care units of service information from customer surveys, and copies of marketing materials, as applicable. The Sub Grantee shall provide applicable details and information including: data, explanations, descriptions, copies, and sample documents of milestone activities. If there is more than a ten percent deviation from the numbers listed in the milestones in the Scope of Work (**Exhibit 1**), an explanation for that deviation to the progress report(s) shall be added. Progress and change over time shall be evaluated and reported.

A template report form and/or access to the County's electronic data system shall be provided by Douglas County. The Sub Grantee must use the template(s) and electronic format provided for its reports. The Sub Grantee must also submit to the County any other forms and documentation related to the grant that the County requests. The County will furnish electronic copies of all template report forms to be completed and submitted.

**5.02 Contents of Reports; Copies.** The Sub Grantee agrees to report completely and to provide the County with any additional or follow-up information as may be requested by the County.

**5.03 Other Monitoring Activities.** To assist the County in monitoring compliance with this Agreement, the Sub Grantee agrees to attend regularly scheduled Sub Grantee meetings as requested by the County and to permit site visits by County staff during business hours, upon reasonable notice. The Sub Grantee agrees to submit to the County a copy of any promotional information regarding the Scope of Work disseminated by the Sub Grantee during the term of this Agreement.

**5.04 Changed Conditions.** The Sub Grantee shall use due diligence to achieve the milestones set forth in the Scope of Work. The Sub Grantee agrees to notify the County immediately of any development that has or will have a significant impact on performance of the Scope of Work, including, but not limited to, any problems, delays, or adverse conditions that materially impair the ability to meet the objectives of the Scope of Work in accordance with the terms of this Agreement. The notice shall include a statement of action taken or contemplated and any assistance needed to resolve the situation. Additionally, the County will monitor performance on a quarterly basis to ensure milestones are achieved. A ten percent (10%) variance less than or greater than the target will be accepted.

**5.05 Special Reporting Requirements.** The County is required to report to DRCOG regarding Grant Program Activities. Accordingly, the Sub Grantee agrees to provide the County with any additional follow-up information reasonably requested by the County, in order to meet the County's reporting requirements.

## **VI. PROJECT ACTIVITY PERIOD; TERM; TERMINATION**

**6.01 Project Activity Period.** This Project Activity Period will begin on **July 1, 2025, or the date of execution of DRCOG contract, whichever comes later,** and will end on **June 30, 2026.**

**6.02 Term.** The term of this Agreement shall extend from the Effective Date of this Agreement to a date sixty (60) calendar days following the end of the Project Activity Period defined in Section 6.01 to permit close out of this Agreement.

**6.03 Termination by County for Convenience.** The County may terminate this Agreement at any time and for any reason by providing the Sub Grantee written notice of such termination at least thirty (30) calendar days prior to the effective date of such termination. Upon such termination, the Sub Grantee shall be entitled to compensation for Scope of Work activities in accordance with this Agreement which were incurred prior to the effective date of the termination, but not exceeding the limits in Section 3.02.

**6.04 Termination Due to Loss of Funding.** The parties acknowledge and agree that Sub Grantee is to be paid, reimbursed or otherwise compensated for the services set forth herein with funds provided to the County by DRCOG. Sub Grantee expressly understands and agrees that all its rights, demands, and claims to compensation arising under this Agreement are contingent upon the County's receipt of such funds from DRCOG. In the event that such funds, or any part thereof, are not received by the County, the County may immediately terminate this Agreement without liability, including costs for termination.

**6.05 Termination for Noncompliance.** If there has been a material failure to comply with the provisions of this Agreement by either party (a "breach"), the other party may terminate this Agreement after seven (7) calendar days' written notice to the party in breach if such breach is not cured within the seven (7) day period. A material failure of the Sub Grantee to make reasonable progress toward completion of the Scope of Work without good cause and without providing the notices required by Section 5 constitutes a breach. At the County's option, the County may withhold payment of invoices during any period in which the Sub Grantee is noncompliant with this Agreement. If the County finds that the Sub Grantee's noncompliance is willful and unreasonable, the County may terminate or rescind this Agreement and require the Sub Grantee to repay the grant funds in full or in a portion determined by the County, except that Sub Grantee shall not be required to repay funds that the County has reviewed, approved, and distributed except as provided for in Sections 3.05 and 3.06.

**6.06 Effect of Scope of Work Closeout or Termination.** The Sub Grantee agrees that Scope of Work closeout or termination of this Agreement does not invalidate continuing obligations imposed on the Sub Grantee by this

Agreement. Project closeout or termination of this Agreement does not alter the County's authority to disallow costs and recover funds based on a later audit or other review, and does not alter the Sub Grantee's obligation to return any funds due to the County as a result of later refunds, corrections, or other transactions.

## **VII. CONTACT PERSONS; PROJECT MANAGER**

**7.01 Contact Persons.** The authorized persons for receipt notices, reports, invoices, and approvals under this Agreement are the following:

**The County:**

Name: Jennifer D'Ambrosio  
Title: Community Programs Coordinator  
Mailing Address: 100 Third Street  
Castle Rock, CO 80104  
Phone: 303-660-7460  
Email: crsgrants@douglas.co.us

**The Sub Grantee:**

Name: Viktoria Natale  
Title: Owner/Director of Business Development  
Mailing Address: 6436 S. Racine Cir, Ste. 102  
Centennial, CO 80111  
Phone: 303-949-2273  
Email: viktoria@acasacolorado.com

or such other person as may be designated in writing for itself by either party.

**7.02 County's Project Manager.** The County's Project Manager for purposes of administration of this Agreement is the person listed for the County in Section 7.01, or such other person as may be designated in writing by the County. However, nothing in this Agreement will be deemed to authorize the Project Manager to execute amendments to this Agreement on behalf of the County.

**7.03 Sub Grantee Project Manager.** The Sub Grantee's Project Manager for purposes of administration of this Agreement is the person listed for the Sub Grantee in Section 7.01, or such person as may be designated in writing by the Sub Grantee. However, nothing in this Agreement will be deemed to authorize the Project Manager to execute amendments to this Agreement on the behalf of the Sub Grantee unless otherwise noted.

**7.04 Notice.** Notice to any party under this Agreement shall be made in writing, addressed as set forth above, and shall be delivered personally during normal business hours, or by prepaid first-class U.S. mail, e-mail or such other method authorized in writing by the party's Project Manager. Mailed notices shall be deemed effective upon receipt or three (3) days after the date of mailing, whichever is earlier. Email notices shall be effective upon receipt. The parties may from time to time designate substitute addresses or persons where and to whom such notices are to be mailed or delivered, but such substitutions shall not be effective until actual receipt of written notification.

## **VIII. GENERAL CONDITIONS**

**8.01 Amendments.** The terms of this Agreement may be changed only by mutual agreement of both parties. Such changes shall be effective only upon the execution of written amendments signed by authorized officers of the parties to this Agreement.

**8.02 Assignment and Sub Grants.** The Sub Grantee shall not assign, sub grant, sublet, or transfer any Scope of Work activities without receiving express written consent of the County. Any attempt at assignment, sub granting, subletting, or transferring without such consent shall be void. Activities listed in the Scope of Work shall constitute written consent by the County. Any assignment, sub grant, sublet, or transfer by the Sub Grantee shall be subject to compliance with all terms and conditions of this Agreement including Exhibits 1 and 2.

**8.03 Liability.** The parties expressly agree that they do not contractually waive any limitations on liability or other immunities or defenses available to them by statute or common law, or activities undertaken pursuant to this Agreement. The Parties understand and agree that the County, its commissioners, officials, officers, directors, agents, and employees, are relying on, and do not waive or intend to waive by any provisions of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101 through 120, or otherwise available to the County.

**8.04 Relationship of the Parties.** Nothing in this Agreement is intended or should be construed in any matter as creating or establishing the relationship of co-partners or a joint venture between the Sub Grantee and the County, nor creating third party beneficiary rights against the County or Sub Grantee, including but not limited to, Sub Grantee's contractors or subcontractors.

**8.05 Indemnification.** The Sub Grantee assumes liability for and agrees to defend, indemnify, and hold harmless the County, its officers, employees, agents, residents, and tax payers from and against all losses, damages, expenses,



liability, claims, suits, or demands, including, without limitation, attorney's fees, arising out of, resulting from this Agreement, or relating to the performance of the Scope of Work by the Sub Grantee or Sub Grantee employees, agents, or contractors. In addition, the Sub Grantee shall comply with all indemnification and insurance requirements set forth in Exhibit D to the DRCOG Contract. If Sub Grantee is served with a pleading or other document in connection with an action before a court or administrative decision making body, and such pleading or document relates to this Agreement or may affect Sub Grantee's ability to perform its obligations under this Agreement, Sub Grantee shall, within 3 days after being served, provide notice to the County of such action and deliver copies of such pleading or document to the County/

**8.06 Acknowledgement.** The Sub Grantee shall appropriately acknowledge the support received under "the Older Americans Act" in any promotional materials, reports, and publications relating to the Scope of Work.

**8.07 Jurisdiction, Venue, and Applicable Law.** Venue for all legal proceedings arising out of this Agreement, or breach of this Agreement, shall be in state or federal court with competent jurisdiction in Douglas County, Colorado. All matters relating to the performance of this Agreement shall be controlled by and determined in accordance with the laws of the State of Colorado.

**8.08 Conflict.** In the event that any provisions contained herein conflicts with those in Exhibit 2, provisions in Exhibit 2 shall prevail.

**8.09 Extension of Provisions.** All provisions herein contained, including the benefits and burdens, shall extend to be binding upon the Sub Grantee, its heirs, legal representations, successors, and assigns.

**8.10 Complete Integration.** This Agreement, including all Exhibits attached hereto, represents the complete integration of all understandings between the parties and all prior representations and understandings, oral or written, are merged herein.

## **IX. GENERAL REQUIREMENTS**

**9.01 Incorporation of Specific Requirements.** Specifically, and without limitation, the Sub Grantee agrees to comply with all requirements set forth in Exhibit 2, including all exhibits thereto. By signing this Agreement, the Sub Grantee certifies that it has received and reviewed Exhibit 2 and agrees to comply with all provisions set forth therein.

**9.02 Integrity Certification.** By signing this Agreement, the Sub Grantee certifies that neither it nor its principals are presently debarred, suspended,

proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any federal department or agency. The Sub Grantee further certifies it has no unpaid federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. This certification is a material representation of fact upon which the County relies in entering this Agreement. If it is later determined that the Sub Grantee knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. The Sub Grantee shall provide to the County immediate written notice if at any time the Sub Grantee learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

**9.03 Prohibition Against Workers without Authorization.** Sub Grantee hereby certifies that it does not and shall not knowingly employ or contract workers without Authorization. By signing this Agreement, Sub Grantee represents and warrants that it will comply with all requirements regarding the same set forth in the DRCOG Contract, including but not limited to those set forth in Sections 2 – 4 of Exhibit B to the DRCOG Contract and Exhibit H to the DRCOG Contract, all of which are expressly adopted and incorporated herein.

**9.04 Equal Employment Opportunity.** Sub Grantee agrees to comply with all applicable federal laws, regulations, and orders regarding “Equal Employment Opportunity”, as may be amended from time to time, and to execute such provisions as are required under Exhibit C to the DRCOG Contract attached hereto.

Sub Grantee shall comply with the appropriate areas of the Americans with Disabilities Act of 1990, as amended, and any other applicable federal, state or local laws and regulations.

The parties adopt and incorporate the requirements of 41 CFR § 60-1.4(a) and 29 CFR § 471, Appendix A to Subpart A, if applicable.

Sub Grantee shall comply with all applicable requirements of 41 CFR 60-300.5(a) and 41 CFR 60-741.5(a). These regulations prohibit discrimination against qualified protected veterans and qualified individuals with disabilities and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans and qualified individuals with disabilities.

**9.05 No Federal or State Obligation.** This grant is financed by state funds administered by DRCOG. However, payments to the Sub Grantee will be made by the County. Neither the United States nor the State of Colorado is a party to this Agreement. No reference in this Agreement to the United States, DRCOG, or any representative of the State or federal government makes the United States or the State of Colorado a party to this Agreement. The Sub Grantee shall include this clause in any contracts or agreements under this Agreement.

**The remainder of this page intentionally left blank.**

**In witness whereof**, the parties have caused this Agreement to be executed by their duly authorized officers on the dates set forth below. This Agreement is effective upon final execution by both parties.

**THE BOARD OF COUNTY COMMISSIONERS:  
OF THE COUNTY OF DOUGLAS, COLORADO**

**APPROVED AS TO CONTENT:**

\_\_\_\_\_  
**Abe Laydon**  
**Chair, Board of County Commissioners**

\_\_\_\_\_  
**Jennifer L. Eby**  
**Director of Community Services**

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_

\_\_\_\_\_  
**Hayley Hall**  
**Clerk to the Board**

**Date:** \_\_\_\_\_

**APPROVED AS TO LEGAL FORM:**

**APPROVED AS TO CONTENT:**

\_\_\_\_\_  
**Arielle Denis**  
**Assistant County Attorney**

\_\_\_\_\_  
**Douglas J. DeBord**  
**County Manager**

**Date:** \_\_\_\_\_

**APPROVED AS TO FISCAL CONTENT:**

\_\_\_\_\_  
**Andrew Copland**  
**Director of Finance**

**Date:** \_\_\_\_\_



## EXHIBIT 1—Scope of Work and Conditions

### Rocky Mountain In Home Care, Inc. dba ACASA Senior Care, Douglas County, Denver Regional Council of Governments (DRCOG) Older Adult Homemaker and Personal Care Services Agreement

<b>Grant Year</b>	For the period July 1, 2025, through June 30, 2026
<b>Title of Project</b>	ACASA Homemaker and Personal Care Services Sub Grantee Agreement between Rocky Mountain In Home Care dba ACASA Senior Care, and Douglas County for services under amended contract EX24015
<b>Project Description</b>	Homemaker and Personal Care services for older adults.

#### A. Program Description

Sub Grantee is an older adult services program that provides homemaker and personal care services to residents of Douglas County.

#### B. Project Description

This project accomplishes the goal of improving homemaker and personal care options for seniors age 60 and older in all parts of Douglas County. The increase in homemaker and personal care opportunities will be achieved by leveraging funding for current services.

Sub Grantee will provide homemaker and personal care services for seniors through qualified care staff.

Service Definition for Homemaker Services: Assistance to persons who meet the eligibility requirements for in-home services who are unable to perform two or more of the following instrumental activities of daily living: preparing meals, laundry, shopping for personal items, managing money, using the telephone, or doing light housework.

Service Definition for Personal Care Services: Personal assistance, stand-by assistance, supervision, or cues for persons who meet the requirements for in-home services.

#### C. Project Budget

1. The twelve (12) month net cost for this project is estimated to be and will be allocated for the Grant Year as follows:

<b>Projects</b>	
Homemaker Services	<b>\$ 60,200.00</b>
Personal Care Services	<b>\$ 49,880.00</b>
<b>Total</b>	<b>\$ 110,080.00</b>

2. Project costs must not exceed the maximum allowable cost of **\$110,080.00**.
3. Sub Grantee is solely responsible for all costs this project incurs above the amount Douglas County reimburses to Sub Grantee from DRCOG and County match funds for the share of eligible, actual costs. If the final, actual project cost is less than the maximum allowable cost of **\$110,080.00**, the County is not obligated to provide any more of the eligible, actual operational costs.
4. Funds from this grant will pay personal care services on a per-unit basis for adults age 60 and older. One unit of service is defined as one hour of personal care service. Sub Grantee in partnership with the Douglas County Department of Community Development, provides these services.
5. Sub Grantee is responsible for providing monthly reporting on units provided to qualified Douglas County residents under the guidelines of this project. Monthly reports are due to Douglas County no later than the fifth (5<sup>th</sup>) day of each month. If the 5<sup>th</sup> day falls on a weekend or holiday, the monthly report will be due on the prior business day.
6. DRCOG and Douglas County require that the service units detailed by this Agreement are provided throughout the grant year.
  - a. As such, at least forty percent (40%) but no more than sixty percent (60%) of the contracted **homemaker** funds must be spent by December 31, 2025, and seventy percent (70%) but no more than ninety percent (90%) of the contracted **homemaker** funds must be spent by March 31, 2026. All **homemaker** funds must be spent by June 30, 2026.
  - b. As such, at least forty percent (40%) but no more than sixty percent (60%) of the contracted **personal care** funds must be spent by December 31, 2025, and seventy percent (70%) but no more than ninety percent (90%) of the contracted **personal care** funds must be spent by March 31, 2026. All **personal care** funds must be spent by June 30, 2026.

#### **D. Reimbursement Eligibility**

1. Sub Grantee shall submit monthly reimbursement requests, including all related documentation to Douglas County. Requests must be within the limits of Sections C, E and F of this Exhibit and shall otherwise comply with the terms of this Agreement.

#### **E. Project Performance**

1. Sub Grantee shall track and report the number of total clients and other users of these services during the Grant Year.

<b>Project</b>	<b>Total Units to be Provided</b>
Homemaker Services	1,400 hours at \$43.00 per one unit
Personal Care Services	1,160 hours at \$43.00 per one unit

## **F. Data Reporting, Sharing, and Confidentiality**

1. The County will provide to the Sub Grantee access to its data system or provide a reporting spreadsheet template, through which the Sub Grantee shall capture and report data for all services provided under this Sub Grantee Agreement. The Sub Grantee shall record and report: (i) participant information; (ii) Household information; (iii) Program data; (iv) Service records; and (v) Funding and expenditure records. Be sure to include trip counts, trip costs, demographic information, information from surveys, narrative program questions, and Douglas County approved copies of marketing materials related to the grant program with your monthly reporting.
2. The County and Sub Grantee agree that sharing client data is necessary to meet client needs. Accordingly, the County and the Sub Grantee agree that client data may be shared between the parties, provided, however, that each party shall protect confidential client information as required by state and federal law and this Agreement. Prior to sharing any client information, the Sub Grantee shall obtain an Authorization for Release of Information (“ROI”), in the form included as **Exhibit 3** to this Sub Grantee Agreement or as otherwise approved in writing by the Project Manager, executed by the client which allows the Sub Grantee to share the client's information with the County and any other sub-grantees specified in the ROI form.
3. The Sub Grantee must comply with all applicable provisions of HB 18-1128 regarding “Personal Identifying Information” as defined in C.R.S. § 6-1-713(2)(b) and C.R.S. § 24-73-101(4)(b) and to “Personal Information” as defined in C.R.S. 24-73-103(1)(g). Personal Identifying Information and Personal Information are referred to collectively herein as “Personal Data.” Compliance shall include, without limitation:
  - i. Adopting and enforcing a written policy governing the destruction of electronic and paper documents containing Personal Data. The written policy must, at a minimum, require that when electronic or paper documents containing Personal Data are no longer needed, such documents will be destroyed by shredding, erasing, or otherwise modifying the Personal Data so as to make it unreadable or indecipherable through any means;
  - ii. Implementing and maintaining reasonable security procedures designed to protect Personal Data from unauthorized access, use, modification, disclosure, or destruction. Such procedures must be appropriate in light of the nature of the Personal Data that is provided to the partner and the nature and size of the partner’s business and operations;
  - iii. Providing immediate written notification to the Project Manager; in the event the partner becomes aware that an unauthorized acquisition of Personal Data compromising the security, confidentiality or integrity of the Personal Data (hereinafter, a “Security Breach”) has or may have occurred. The partner shall promptly and in good faith conduct an investigation to determine the likelihood that Personal Data has been or will be misused and shall coordinate with and promptly report the results of such



- investigation to the Project Manager; [crsgrants@douglas.co.us](mailto:crsgrants@douglas.co.us) as requested;
- iv. Providing prompt written notification to affected Colorado residents, but in no event later than thirty (30) days after the date of determination that a Security Breach occurred, in accordance with the provisions of House Bill 18-1128; and
  - v. To the extent applicable, requiring any third-party service providers, as defined in C.R.S. § 6-1-716(i) and C.R.S. § 24-73-103, to implement and maintain reasonable security procedures and practices appropriate to the nature of the Personal Data disclosed to the third-party service provider and reasonably designed to help protect the Personal Data from unauthorized access, use, modification, disclosure or destruction.
4. In order to help protect client Personal Data from unauthorized access, use, modification, disclosure, or destruction, the Sub Grantee shall: (i) have and enforce a written policy outlining how Personal Data will be collected, maintained, and protected from inadvertent release; (ii) require and provide training on the protection of Personal Data to anyone with access to client confidential information and/or the County's data system or reporting spreadsheet, including but not limited to employees and volunteers; (iii) require anyone with access to client confidential information and/or the County's data system or reporting spreadsheet to execute an acknowledgment, in the form included as **Exhibit 4** or as otherwise approved in writing by the Project Manager, of their obligation to maintain the confidentiality of Personal Data; and (iv) maintain a secure environment that ensures the confidentiality of Personal Data. Attached as **Exhibit 5** are recommendations for best practices to implement and maintain reasonable security procedures designed to protect Personal Data from unauthorized access, use, modification, disclosure, or destruction.

#### **G. Special Conditions**

1. Sub Grantee may not bill the County under this Agreement until the Agreement is fully executed. No services shall be provided prior to the full execution of the DRCOG Contract.
2. Sub Grantee shall have a valid policy in place to require background checks be conducted for all employees, volunteers, and agents of Sub Grantee providing personal care services. Sub Grantee shall ensure that prior to delivery of services, a records check through the Colorado Bureau of Investigations (CBI) or another background check system that provides information at the same level of detail or higher than the CBI records. Sub Grantee shall ensure that appropriate follow-up of the background check is completed according to the SUA Policy and Procedure Manual Subsection 401.15, and shall ensure that its employees, volunteers, and agents are in compliance with the restrictions of said Subsection. Sub Grantee shall make available all background check results to Douglas County and any agencies to whom Douglas County is obligated to provide such information for purposes of reporting and meeting funding requirements.
3. Sub Grantee shall demonstrate a good faith effort to provide, and certify as applicable, safety-related training for staff, volunteers, and other appropriate personnel.

4. Sub Grantee shall comply with all applicable requirements for establishing and utilizing waiting lists when services are available but cannot be provided to all eligible consumers as set forth in Section 14 of Exhibit B to the DRCOG Contract.
5. Sub Grantee represents and warrants that: (i) it has a consumer complaint/appeal process in place that conforms to all requirements set forth in Section 15 of Exhibit B to the DRCOG Contract; and (ii) it has a process in place to monitor service quality and consumer satisfaction that conforms to all requirements set forth in Section 16 of Exhibit B to the DRCOG Contract.
6. Sub Grantee acknowledges receipt of DRCOG's on-site assessment requirements and shall comply with the on-site assessment requirements.

## **EXHIBIT 2 – Amended Contract EX24015**

**AMENDMENT NO. 1 TO THE CONTRACT BY AND BETWEEN THE**

**DENVER REGIONAL COUNCIL OF GOVERNMENTS**

1001 17<sup>th</sup> Street, Suite 700  
Denver, Colorado 80202

and

**DOUGLAS COUNTY GOVERNMENT**

100 Third Street  
Castle Rock, Colorado 80104

Project Number: 624026, 554026

Contract Number EX24015

**RECITALS**

- A. The parties hereto have entered into a Contract dated July 8, 2024.
- B. A change to the Contract has been mutually agreed upon by the parties hereto.

NOW THEREFORE, the parties hereto mutually agree that the original Contract dated July 8, 2024, is hereby modified and amended in the following respect, to wit:

**TERMS**

- 1. Section 2.0, of the Contract titled, “**Scope of work**” has been replaced in its entirety and attached hereto.
- 2. Section 4.0, of the Contract titled, “**Term**” is amended to read as follows.

The term of this Contract shall commence upon execution and shall terminate on June 30, 2026.

- 3. Section 5.0 has been amended to include the following subsection:

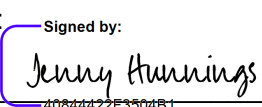
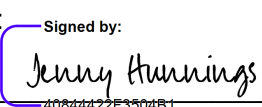
5.4 Contractor shall expend no more than forty percent (40%) of the contracted funds detailed in Section 5.1 prior to September 30 for each service category. If Contractor fails to comply with these limitations, DRCOG may in its sole discretion and in addition to any other remedies it may have, including termination of this Contract, require a corrective action plan and suspend payments under the Contract pursuant to Section B.43.

EXCEPT FOR the modifications and alterations hereinabove specified, the aforesaid Agreement shall remain in full force and effect and without further alteration.

IN WITNESS WHEREOF, the parties have executed this Agreement on the 10<sup>th</sup> 23 day of June, 20 25 and acknowledge that electronic or digital signatures hereto are the legally binding equivalent to handwritten signatures.



**DENVER REGIONAL COUNCIL  
OF GOVERNMENTS**

By:   
Douglas W. Rex  
Executive Director

ATTEST:   
By:   
Jenny Hunnings  
Director, Administration and Finance

**DOUGLAS COUNTY  
GOVERNMENT**

By:   
Abe Laydon  
Douglas County Commissioners

ATTEST:   
By:   
Hayley Hall  
Clerk to the Board

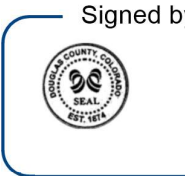


Exhibit A: Scope of Services

Agency Information

**Organization Name:** Douglas County Government

**Doing Business As:** Department of Community Development

**Address:** 100 Third Street Castle Rock, CO 80104

**Phone:** (303) 814-4302

**Unique Entity ID:** LXE5XEA44AH6

**Organization URL:**  
<https://www.douglas.co.us/>

**Agency Director:** George Teal

**Agency Director Phone:** (303) 660-7401

**Agency Director Email:**  
[BOCC@douglas.co.us](mailto:BOCC@douglas.co.us)

**Approved Indirect Rate w/Base:** NA

**Agency Description:**  
Douglas County's goal is quality of life for all citizens. This includes keeping people safe, ensuring access to resources and services, and supporting the most vulnerable County residents.

**Project Term Date:** July 1, 2025 – June 30, 2026

Primary Contact

**Primary Contact Name:** Jennifer D'Ambrosio

**Primary Contact Email:** jdambrosio@douglas.co.us

**Primary Contact Phone:** (303) 814-4302

Grant General Information

**Title of Proposal:** Douglas County OAA Funding Opportunity - 2025-2026

Purpose

The Denver Regional Council of Governments is contracting with the provider for the services identified in this scope of work. The scope of work is generated from the proposal submitted to DRCOG the notice of funding opportunity that was issued for Older Americans Act and State Funding for Senior Services funds. Contractor must adhere to the information contained within the proposal that was submitted and the detailed budgets provided in DRCOG's grant management system.

Total Project Budget

Revenue Source	Amount
Total Contracted Funds	\$704,422.00
Total Cash Match	\$88,094.00
Total In-kind Match	\$ 0.00

<b>Total State Part E Match</b>	\$ 0.00
<b>Total Estimated Program Income</b>	\$ 0.00
<b>Total Revenue (Less Program Income)</b>	<b>\$792,516.00</b>

## Appropriations

Service	Project Number	CFDA	Description	Amount
<b>Assisted Transportation</b>	624026	N/A	State	\$50,182.00
<b>Assisted Transportation</b>	554026	93.044	Federal Part B	\$249,518.00
<b>Chore</b>	624026	N/A	State	\$16,000.00
<b>Homemaker</b>	624026	N/A	State	\$201,972.00
<b>Personal Care</b>	624026	N/A	State	\$186,750.00

## Service: Assisted Transportation

### Service Description

This funding will allow Douglas County to continue to provide door-to-door, demand-response transportation services for vulnerable residents aged 60 and over. Sub-grantee agreements with community partners will be utilized to provide these transportation services.

Individuals seeking transit service may contact Douglas County First Call, the information and assistance line, or an established provider to plan and schedule trips. Trips are arranged based upon program requirements for qualification, originating location, physical mobility needs of the traveler, and travel destination. Those individuals with the greatest economic and social need are prioritized, as are medical visit trips.

### State Service Definition

Assistance and transportation, including escort, to a person who has difficulties (physical or cognitive) using regular vehicular transportation.

1 Unit = 1 One-Way Trip

## Service Budget

### Revenue

Funding Source	Amount
<b>Contracted Funds</b>	\$299,700.00
<b>Cash Match</b>	\$33,300.00
<b>In-kind Match</b>	\$0.00
<b>State Part E Match</b>	\$0.00
<b>Estimated Program Income</b>	\$0.00
<b>Total Revenue (Less Program Income)</b>	<b>\$333,000.00</b>

### Expenses

Expense Category	Amount
<b>Personnel</b>	\$0.00
<b>Travel</b>	\$0.00
<b>Equipment</b>	\$0.00
<b>Contractual Services</b>	\$333,000.00
<b>Supplies</b>	\$0.00

<b>Indirect</b>	\$0.00
<b>Other Expenses</b>	\$0.00
<b>Total Expenses</b>	<b>\$333,000.00</b>

## Contracted Units

<b>County</b>	<b>Units</b>
<b>Adams</b>	0
<b>Arapahoe</b>	0
<b>Broomfield</b>	0
<b>Clear Creek</b>	0
<b>Denver</b>	0
<b>Douglas</b>	8,563
<b>Gilpin</b>	0
<b>Jefferson</b>	0
<b>Total</b>	<b>8,563</b>

**Reimbursement Rate:** Actual Cost

## Contracted Clients

<b>County</b>	<b>Low Income</b>	<b>Low Income Minority</b>	<b>Minority</b>	<b>Rural</b>	<b>Total Clients</b>
<b>Adams</b>	0	0	0	0	0
<b>Arapahoe</b>	0	0	0	0	0
<b>Broomfield</b>	0	0	0	0	0
<b>Clear Creek</b>	0	0	0	0	0
<b>Denver</b>	0	0	0	0	0
<b>Douglas</b>	115	19	44	1	435
<b>Gilpin</b>	0	0	0	0	0
<b>Jefferson</b>	0	0	0	0	0
<b>Total</b>	115	19	44	1	435

## Service: Chore

### Service Description

Douglas County will utilize a sub-grantee agreement and partner with a community partner to provide chore services to adults aged 60 and over. Chore services provide assistance performing certain household tasks, such as yard work and home repairs. Potential clients contact partner organizations to be enrolled to receive services. If the partner organization receives a referral from another source (ex. Douglas County Community Services, Human Services, a community partner organization such as a church, food bank), the contracted community-based provider reaches out to the potential client per the referral. The community-based service provider speaks with the potential client over the phone or conducts an in-person assessment of the client's eligibility and scope of work to ensure requests are assigned appropriately. Certain data to establish eligibility for OAA funded chore services collected, which includes the following information: demographic info, age, physical location and need. The potential client also receives information about other services for which they may be eligible, as well as a copy of the grievance procedure and a copy of the non-discrimination policies.



Depending on the service required, a volunteer or service worker(s) performs the task. Chore services, such as yard clean-up, are usually performed by groups.

## State Service Definition

Chore services are those services designed to increase the safety of older adults living at home such as assistance with heavy housework, yard work or sidewalk maintenance. Chore service activities are one-time, seasonal or occasional in nature, and shall be planned with input from the older adult based on an evaluation of the older adult's strengths and needs, and the degree of physical and/or cognitive impairment of the older adult.

1 Unit = 1 Hour

## Service Budget

### Revenue

Funding Source	Amount
Contracted Funds	\$16,000.00
Cash Match	\$1,778.00
In-kind Match	\$0.00
State Part E Match	\$0.00
Estimated Program Income	\$0.00
<b>Total Revenue (Less Program Income)</b>	<b>\$17,778.00</b>

### Expenses

Expense Category	Amount
Personnel	\$0.00
Travel	\$0.00
Equipment	\$0.00
Contractual Services	\$17,778.00
Supplies	\$0.00
Indirect	\$0.00
Other Expenses	\$0.00
<b>Total Expenses</b>	<b>\$17,778.00</b>

## Contracted Units

County	Units
Adams	0
Arapahoe	0
Broomfield	0
Clear Creek	0
Denver	0
Douglas	534
Gilpin	0
Jefferson	0
<b>Total</b>	<b>534</b>

**Reimbursement Rate:** Actual Cost

## Contracted Clients

County	Low Income	Low Income Minority	Minority	Rural	Total Clients
Adams	0	0	0	0	0
Arapahoe	0	0	0	0	0
Broomfield	0	0	0	0	0
Clear Creek	0	0	0	0	0
Denver	0	0	0	0	0
Douglas	8	2	5	0	47
Gilpin	0	0	0	0	0
Jefferson	0	0	0	0	0
<b>Total</b>	<b>8</b>	<b>2</b>	<b>5</b>	<b>0</b>	<b>47</b>

## Service: Homemaker

### Service Description

Douglas County will utilize community partner organizations to provide services through use of sub-grantee agreements. Homemaker services provide light housekeeping services to eligible clients. Potential clients contact partner organizations to be enrolled in order to receive services. If the partner organization receives a referral from another source (ex. Douglas County Community Services, Human Services, a community partner organization such as a church, food bank), the contracted community-based provider reaches out to the potential client per the referral. The community-based service provider speaks with the potential client over the phone or conducts an in-person assessment of the client's eligibility and scope of work to ensure requests are assigned appropriately. Certain data to establish eligibility for OAA funded homemaker services is collected, which includes the following information: demographic info, age, physical location and need. The potential client also receives information about other services for which they may be eligible, as well as a copy of the grievance procedure and a copy of the non-discrimination policies. A volunteer or paid service worker performs the homemaker services, working closely with the client to ensure their homemaker needs are met.

### State Service Definition

Assistance to persons who meet the eligibility requirements for in-home services and who are unable to perform two or more of the following instrumental activities of daily living: preparing meals, laundry, shopping for personal items, managing money, using the telephone, or doing light housework.

1 Unit = 1 Hour

## Service Budget

### Revenue

Funding Source	Amount
Contracted Funds	\$201,972.00
Cash Match	\$32,266.00
In-kind Match	\$0.00
State Part E Match	\$0.00
Estimated Program Income	\$0.00
<b>Total Revenue (Less Program Income)</b>	<b>\$234,238.00</b>

## Expenses

Expense Category	Amount
Personnel	\$0.00
Travel	\$0.00
Equipment	\$0.00
Contractual Services	\$234,238.00
Supplies	\$0.00
Indirect	\$0.00
Other Expenses	\$0.00
<b>Total Expenses</b>	<b>\$234,238.00</b>

## Contracted Units

County	Units
Adams	0
Arapahoe	0
Broomfield	0
Clear Creek	0
Denver	0
Douglas	5,449
Gilpin	0
Jefferson	0
<b>Total</b>	<b>5,449</b>

Reimbursement Rate: \$ 37.07

## Contracted Clients

County	Low Income	Low Income Minority	Minority	Rural	Total Clients
Adams	0	0	0	0	0
Arapahoe	0	0	0	0	0
Broomfield	0	0	0	0	0
Clear Creek	0	0	0	0	0
Denver	0	0	0	0	0
Douglas	63	11	26	0	253
Gilpin	0	0	0	0	0
Jefferson	0	0	0	0	0
<b>Total</b>	<b>63</b>	<b>11</b>	<b>26</b>	<b>0</b>	<b>253</b>

## Service: Personal Care

### Service Description

Douglas County will utilize a sub-grantee agreement with a community partner organization to provide services in the community.

Personal care services aid with bathing, dressing, walking and medication reminders. Potential clients contact the partner organization providing personal care to be enrolled to receive services. If the partner organization receives a referral from another source, the contracted community-based provider will reach out to the potential client to schedule an intake appointment. An intake specialist, whose primary function is to identify seniors who need care, completes a screening to identify if the individual meets OAA funded personal care

requirements and to identify if the individual is one with great economic or social need. The intake specialist makes the potential client aware of the grant-funded care and requests the opportunity to perform an in-home visit.

The in-home consultations are performed by care consultants, employees dedicated to performing in-home assessments. During these face-to-face visits, these specialists work to identify what care is needed, how much care will be given and when it will need to be performed. The specifics of the grant are discussed, and the potential client also receives information about other services for which they may be eligible. A copy of the grievance procedure and a copy of the non-discrimination policies is provided at this time. Grant dollars are prioritized so that the funds go to assist those seniors most disadvantaged and at-risk

## State Service Definition

Assistance (Personal assistance, stand-by assistance, supervision or cues) with Activities of Daily Living (ADLs) and/or health-related tasks provided in a person's home and possibly other community settings. Personal care may include assistance with Instrumental Activities of Daily Living (IADLs) for persons who meet the requirements for in-home services.

1 Unit = 1 Hour

## Service Budget

### Revenue

Funding Source	Amount
Contracted Funds	\$186,750.00
Cash Match	\$20,750.00
In-kind Match	\$0.00
State Part E Match	\$0.00
Estimated Program Income	\$0.00
<b>Total Revenue (Less Program Income)</b>	<b>\$207,500.00</b>

### Expenses

Expense Category	Amount
Personnel	\$0.00
Travel	\$0.00
Equipment	\$0.00
Contractual Services	\$207,500.00
Supplies	\$0.00
Indirect	\$0.00
Other Expenses	\$0.00
<b>Total Expenses</b>	<b>\$207,500.00</b>

## Contracted Units

County	Units
Adams	0
Arapahoe	0
Broomfield	0
Clear Creek	0
Denver	0
Douglas	4,961
Gilpin	0

<b>Jefferson</b>	0
<b>Total</b>	<b>4,961</b>


**Reimbursement Rate: \$ 37.65**

## Contracted Clients

<b>County</b>	<b>Low Income</b>	<b>Low Income Minority</b>	<b>Minority</b>	<b>Rural</b>	<b>Total Clients</b>
<b>Adams</b>	0	0	0	0	0
<b>Arapahoe</b>	0	0	0	0	0
<b>Broomfield</b>	0	0	0	0	0
<b>Clear Creek</b>	0	0	0	0	0
<b>Denver</b>	0	0	0	0	0
<b>Douglas</b>	6	1	4	0	26
<b>Gilpin</b>	0	0	0	0	0
<b>Jefferson</b>	0	0	0	0	0
<b>Total</b>	6	1	4	0	26

## Non-Compensated Services

<b>Services</b>	<b>Units</b>
<b>Information and Assistance</b>	50
<b>Outreach</b>	520
<b>Nutrition Education</b>	0
<b>Nutrition Counseling</b>	0

GL – 13		AI	CERTIFICATE OF INSURANCE			6/13/2025	
<b>PRODUCER</b>  <b>ALLIANT INSURANCE SERVICES. INC.</b> <b>18100 VON KARMAN AVENUE, 10<sup>TH</sup> FLOOR</b> <b>IRVINE, CA 92612</b>  PHONE (949) 756-0271 / FAX (619) 699-0901 LICENSE #OC36861			THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.				
			IMPORTANT: If the certificate holder is an ADDITIONAL INSURED and/or requesting a WAIVER OF SUBROGATION, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).				
			COVERAGE AFFORDED <b>A- StarStone Specialty Insurance Company</b>				
<b>Member:</b> DOUGLAS COUNTY, CO 100 THIRD STREET CASTLE ROCK, CO 80104			COVERAGE AFFORDED <b>B</b>				
			COVERAGE AFFORDED <b>C</b>				
			COVERAGE AFFORDED <b>D</b>				
<b>Coverages</b> THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.							
CO LTR	TYPE OF COVERAGE		POLICY NUMBER	COVERAGE EFFECTIVE DATE	COVERAGE EXPIRATION DATE	LIABILITY LIMITS	
A	<input checked="" type="checkbox"/>	General Liability per occurrence/aggregate	PNEICS00016-25-00	01/01/2025	01/01/2026	\$1,000,000	
	<input checked="" type="checkbox"/>	Auto Liability per occurrence				\$1,000,000	
Limits excess of Member's SIR of \$500,000 per occurrence							
Description of Operations/Locations/Vehicles/Special Items:  AS RESPECTS CONTRACT BETWEEN DOUGLAS COUNTY AND DENVER REGIONAL COUNCIL OF GOVERNMENTS FOR THE DOUGLAS COUNTY OAA FUNDING OPPORTUNITY (2024-2025), PROJECT NUMBER 624025.  DENVER REGIONAL COUNCIL OF GOVERNMENTS IS INCLUDED AS ADDITIONAL INSURED, BUT ONLY INSOFAR AS THE OPERATIONS UNDER THIS CONTRACT ARE CONCERNED.							
<b>Certificate Holder</b>  DENVER REGIONAL COUNCIL OF GOVERNMENTS ATTN: CONTRACTS 1001 17TH STREET, SUITE 700 DENVER, CO 80202				<b>Cancellation</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.			
				AUTHORIZED REPRESENTATIVE 			

**CONTRACT BY AND BETWEEN THE**

**DENVER REGIONAL COUNCIL OF GOVERNMENTS**

1001 17<sup>th</sup> Street, Suite 700  
Denver, Colorado 80202  
("DRCOG")

and

**DOUGLAS COUNTY GOVERNMENT**

100 Third Street  
Castle Rock, Colorado 80104  
("CONTRACTOR")

for

**Douglas County OAA Funding Opportunity – 2024-2025**  
("Contract")

**Project Number 624025**

**Contract Number EX24015**

**RECITALS:**

- A. DRCOG is the recipient of grant funds under Title III of the Older Americans Act (OAA), the State of Colorado (State) Funding for Senior Services (SFSS), and the American Rescue Plan Act Funding (ARPA).
- B. DRCOG desires Contractor to render certain services hereinafter described in connection with an undertaking which is expected to be financed under the OAA, SFSS and/or ARPA.
- C. The Contractor agrees to comply with all relevant provisions of the Contract between DRCOG and the State for OAA/SFSS/ARPA, incorporated herein by reference and made a part of this Contract, as if fully set forth, in the monitoring and administration of this Contract.

NOW THEREFORE, the parties hereto mutually agree as follows:

**1.0 SELECTION OF CONTRACTOR**

DRCOG hereby selects the Contractor, and the Contractor hereby agrees to perform the services hereinafter set forth in connection with the project of DRCOG under the OAA, SFSS, and/or ARPA.

**2.0 SCOPE OF WORK**

The Contractor shall do, perform, and carry out, in a satisfactory manner, as determined by DRCOG, all work elements described in the Contractor's Proposal submitted for funding (as approved and as may be amended, from time to time, by DRCOG) which is herein incorporated by reference and made a part of this Contract and which is summarized in Exhibit A, Scope of Work, of this Contract. The Contractor will administer services funded under this Contract in accordance with the Older Americans Act; all applicable provisions of the Colorado Revised

Statutes; 12 CCR 2510-1, Older Americans Act Programs (Rule Manual Volume 10); Colorado Department of Human Services, Division of Aging and Adult Services, State Unit on Aging (SUA) Policy and Procedures Manual; and the DRCOG Contract Management Manual, as from time to time may be amended.

### **3.0 ADMINISTRATIVE REQUIREMENTS**

In performance of its obligations under this Contract, Contractor shall comply with all applicable provisions of 45 CFR, Part 74 and 45 CFR, Part 92 regarding uniform requirements for the administration of Department of Health and Human Services (HHS) grants and principles for determining costs applicable to activities assisted by HHS grants. Contractor is subject to all provisions of DRCOG's contract with CDHS (see Section 18B of the State contract). In addition, Contractor must also comply with the State Unit on Aging Policy and Procedure Manual, as may be amended.

### **4.0 TIME OF PERFORMANCE**

Services of the Contractor shall commence upon Contract execution or July 1, 2024 whichever comes later. Services shall be undertaken in such sequence as to assure completion of all services required hereunder by June 30, 2025. Funding levels shall be awarded annually, and funding of this Contract is conditioned upon funds being made available to DRCOG for such purposes.

#### **Services cannot commence prior to an executed contract.**

After the initial term, at DRCOG's discretion, this contract may be extended for two (2) additional one-year terms. Services eligible for the extension are determined annually by DRCOG. If eligible, Contractor shall receive notice from DRCOG no later than January 31 of the then current year. Contractor shall submit to DRCOG a proposal including but not limited to, a detailed budget (outlining administrative, travel, equipment, contractual services, staff training/education and indirect costs), the number of units of services proposed to be provided (both compensated and non-compensated), the proposed unduplicated clients to be served, proposed matching funds (cash and in-kind), and anticipated program income by 5:00 P.M. on March 1 of the then current year,. The scope of compensated services proposed shall not change without DRCOG's written permission. Contract amounts for the additional terms may vary according to the level of available funds.

### **5.0 PAYMENT TERMS**

#### **5.1 Maximum Amount**

DRCOG agrees to reimburse the Contractor for allowable project expenses up to but not exceeding the sum of **\$704,422.00** in **OAA, SFSS, and/or ARPA** funds and based on the cumulative number of service units delivered after applying program income. The total **OAA, SFSS, and/or ARPA** dollars, contracted units of service, and cost reimbursement rate are outlined in Exhibit A, Scope of Services attached hereto.



## **5.2 Other Contributions**

Contractor cash match, Contractor in-kind services, Contractor program income/client contributions, and State cash match contributions, if applicable, are also outlined in Exhibit A, Scope of Services attached hereto.

## **5.3 In-Kind Contributions**

Valuation of in-kind contributions shall show how the contribution was computed and must be incorporated into the Contractor's accounting records. Supplies, volunteer services and other contributions shall be valued as described under 45 CFR, Part 74, Subpart C.

## **6.0 HHS GRANT**

It is agreed by the above parties that should the HHS or the State disapprove this Contract or refuse or fail to make the grant to DRCOG as contemplated by this Contract, then this Contract shall be void and shall not be binding on any parties hereto. Unearned payments under this Contract may be suspended or terminated in the event that the Contractor refuses to accept additional terms or conditions to this Contract that may be imposed by HHS, the State or DRCOG after the effective date of this Contract.

## **7.0 CHANGES**

Except as may be expressly provided in this Contract, including its Exhibits and Attachments, any changes, including, without limitation, any increase in the amount of this Contract, changes in the scope of services, or service unit reimbursement rate which are mutually agreed upon by and between DRCOG and the Contractor, shall be incorporated in a written amendment to this Contract.

## **8.0 DEBARMENT, SUSPENSION**

By signing this Agreement, the Contractor represents that its organization and its principals and employees are not suspended, debarred, excluded from participation, declared ineligible, voluntarily excluded, or otherwise ineligible to participate in a "federal health care program" as defined in 42 U.S.C. § 1320a-7b(f) or in any other government payment program by any federal or State of Colorado department. If Contractor, its principals, employees or agents become ineligible to participate in any such program during the term of this Contract, Contractor shall notify DRCOG in writing within three (3) days after such event. Upon the occurrence of such event, whether or not such notice is given to Contractor, the State may immediately terminate this Contract.

## **9.0 CORA DISCLOSURE**

To the extent not prohibited by federal or state law, this Contract and the Work are subject to public release through the Colorado Open Records Act, CRS § 24-72-200.1, *et seq.*, as may be updated from time to time.

## 10.0 COLORADO LAW FOR PERSONS WITH DISABILITIES

To the full extent possible, Contractor shall comply with and the Work Product provided under this Contract shall be in compliance with all applicable provisions of §§24-85-101, et seq., C.R.S., and the Accessibility Standards for Individuals with a Disability, as established by OIT pursuant to Section §24-85-103 (2.5), C.R.S. Contractor shall also comply with all State of Colorado technology standards related to technology accessibility and with Level A and Level AA of the most current version of the Web Content Accessibility Guidelines (WCAG), incorporated in the State of Colorado technology standards.

The State may require Contractor's compliance to the State's Accessibility Standards to be determined by a third party selected by the State to attest to Contractor's Work Product and software is in compliance with §§24-85-101, et seq., C.R.S., and the Accessibility Standards for Individuals with a Disability as established by OIT pursuant to Section §24-85-103 (2.5), C.R.S.

## 11.0 TERMS AND CONDITIONS

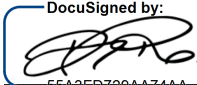
The parties agree that this Contract is also subject to the provisions set forth in the Exhibits and Attachments of this Contract, attached hereto and incorporated herein.

## 12.0 AUTHORITY

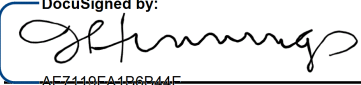
The undersigned signatories of Contractor represent that they have been duly authorized to execute this Agreement and have full power and authority to bind Contractor to the terms and conditions hereof, and certify that their signatures below, whether handwritten, electronic, or digital or submitted by facsimile or electronic mail are their own. Contractor further understands and agrees that no further certification authority or third-party verification is necessary to validate any signature hereto and that the lack of such certification or verification will not in any way affect the enforceability of the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Contract on the 8<sup>th</sup> day of July, 2024 and acknowledge that the signatures hereon, whether handwritten, typed, electronic, or digital or submitted by facsimile or electronic mail, are sufficient and legally binding.

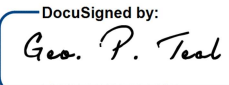
### DENVER REGIONAL COUNCIL OF GOVERNMENTS

By:   
DocuSigned by:  
55A9FD729AA74AA...  
 Douglas W. Rex  
 Executive Director

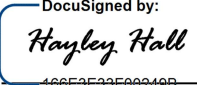
ATTEST:

By:   
DocuSigned by:  
AE7410FA186B44E...  
 Jenny Hunnings  
 Director, Administration and Finance

### DOUGLAS COUNTY GOVERNMENT

By:   
DocuSigned by:  
E5C1B94592431266...  
 Geo. P. Teal  
 Commissioner, District II

ATTEST:

By:   
DocuSigned by:  
166E9E33F08249B...  
 Hayley Hall  
 Clerk to the Board




EXHIBIT A: SCOPE OF WORK

The Contractor shall perform all the necessary services provided under this Contract for eligible residents of the jurisdiction(s) listed in the Contractor’s Proposal as approved by DRCOG.

Prior written approval from DRCOG is required if the number of units of service in any service category listed in this exhibit is more than ten percent (10 %) lower than listed. This provision shall not alter the maximum funding set forth in Section 5.1.

Agency Information

**Organization Name:** Douglas County Government  
**Doing Business As:** Department of Community Development  
**Address:** 100 Third Street Castle Rock, CO 80104  
**Phone:** (303) 814-4302  
**Unique Entity ID:** LXE5XEA44AH6

**Organization URL:** <https://www.douglas.co.us/>  
**Agency Director:** Lora L Thomas  
**Agency Director Phone:** (303) 660-7401  
**Agency Director Email:** [BOCC@douglas.co.us](mailto:BOCC@douglas.co.us)  
**Approved Indirect Rate w/Base:** N/A

Agency Description:

Douglas County's goal is quality of life for all citizens. This includes keeping people safe, ensuring access to resources and services, and supporting the most vulnerable County residents.

**Project Term Date:** July 1, 2024 – June 30, 2025

Primary Contact

**Primary Contact Name:** Jennifer D'Ambrosio  
**Primary Contact Email:** [jdambrosio@douglas.co.us](mailto:jdambrosio@douglas.co.us)  
**Primary Contact Phone:** (303) 814-4302

Grant General Information

**Title of Proposal:** Douglas County OAA Funding Opportunity - 2024-2025

Purpose

The Denver Regional Council of Governments is contracting with the provider for the services identified in this scope of work. The scope of work is generated from the proposal submitted to DRCOG the notice of funding opportunity that was issued for Older Americans Act and State Funding for Senior Services funds. Contractor must adhere to the information contained within the proposal that was submitted and the detailed budgets provided in DRCOG’s grant management system.

Total Project Budget

Revenue Source	Amount
Total Contracted Funds	\$704,422.00
Total Cash Match	\$88,094.00
Total In-kind Match	\$ 0.00
Total State Part E Match	\$ 0.00

<b>Total Estimated Program Income</b>	<b>\$ 0.00</b>
<b>Total Revenue (Less Program Income)</b>	<b>\$792,516.00</b>

**Appropriations**

<b>Service</b>	<b>Project Number</b>	<b>CFDA</b>	<b>Description</b>	<b>Amount</b>
<b>Assisted Transportation</b>	624025	N/A	State	\$299,700.00
<b>Chore</b>	624025	N/A	State	\$16,000.00
<b>Homemaker</b>	624025	N/A	State	\$201,972.00
<b>Personal Care</b>	624025	N/A	State	\$186,750.00

**Service: Assisted Transportation****Service Description**

This funding will allow Douglas County to continue to provide door-to-door, demand-response transportation services for vulnerable residents aged 60 and over. Sub-grantee agreements with community partners will be utilized to provide these transportation services.

Individuals seeking transit service may contact Douglas County First Call, the information and assistance line, or an established provider to plan and schedule trips. Trips are arranged based upon program requirements for qualification, originating location, physical mobility needs of the traveler, and travel destination. Those individuals with the greatest economic and social need are prioritized, as are medical visit trips.

**State Service Definition**

Assistance and transportation, including escort, to a person who has difficulties (physical or cognitive) using regular vehicular transportation.

1 Unit = 1 One-Way Trip

**Service Budget****Revenue**

<b>Funding Source</b>	<b>Amount</b>
<b>Contracted Funds</b>	\$299,700.00
<b>Cash Match</b>	\$33,300.00
<b>In-kind Match</b>	\$0.00
<b>State Part E Match</b>	\$0.00
<b>Estimated Program Income</b>	\$0.00
<b>Total Revenue (Less Program Income)</b>	<b>\$333,000.00</b>

**Expenses**

<b>Expense Category</b>	<b>Amount</b>
<b>Personnel</b>	0
<b>Travel</b>	0
<b>Equipment</b>	0
<b>Contractual Services</b>	\$333,000.00
<b>Supplies</b>	0
<b>Indirect</b>	0
<b>Other Expenses</b>	0
<b>Total Expenses</b>	<b>\$333,000.00</b>

**Contracted Units**

<b>County</b>	<b>Units</b>
<b>Adams</b>	0
<b>Arapahoe</b>	0

<b>Broomfield</b>	0
<b>Clear Creek</b>	0
<b>Denver</b>	0
<b>Douglas</b>	8,563
<b>Gilpin</b>	0
<b>Jefferson</b>	0
<b>Total</b>	8,563

**Reimbursement Rate:** Actual Cost

#### **Contracted Clients**

<b>County</b>	<b>Low Income</b>	<b>Low Income Minority</b>	<b>Minority</b>	<b>Rural</b>	<b>Total Clients</b>
<b>Adams</b>	0	0	0	0	0
<b>Arapahoe</b>	0	0	0	0	0
<b>Broomfield</b>	0	0	0	0	0
<b>Clear Creek</b>	0	0	0	0	0
<b>Denver</b>	0	0	0	0	0
<b>Douglas</b>	271	29	43	15	1,406
<b>Gilpin</b>	0	0	0	0	0
<b>Jefferson</b>	0	0	0	0	0
<b>Total</b>	271	29	43	15	1,406

#### **Service: Chore**

##### **Service Description**

Douglas County will utilize a sub-grantee agreement and partner with a community partner to provide chore services to adults aged 60 and over. Chore services provide assistance performing certain household tasks, such as yard work and home repairs. Potential clients contact partner organizations to be enrolled to receive services. If the partner organization receives a referral from another source (ex. Douglas County Community Services, Human Services, a community partner organization such as a church, food bank), the contracted community-based provider reaches out to the potential client per the referral. The community-based service provider speaks with the potential client over the phone or conducts an in-person assessment of the client's eligibility and scope of work to ensure requests are assigned appropriately. Certain data to establish eligibility for OAA funded chore serves is collected, which includes the following information: demographic info, age, physical location and need. The potential client also receives information about other services for which they may be eligible, as well as a copy of the grievance procedure and a copy of the non-discrimination policies. Depending on the service required, a volunteer or service worker(s) performs the task. Chore services, such as yard clean-up, are usually performed by groups.

##### **State Service Definition**

Chore services are those services designed to increase the safety of older adults living at home such as assistance with heavy housework, yard work or sidewalk maintenance. Chore service activities are one-time, seasonal or occasional in nature, and shall be planned with input from the older adult based on an evaluation of the older adult's strengths and needs, and the degree of physical and/or cognitive impairment of the older adult.

1 Unit = 1 Hour

**Service Budget****Revenue**

<b>Funding Source</b>	<b>Amount</b>
<b>Contracted Funds</b>	\$16,000.00
<b>Cash Match</b>	\$1,778.00
<b>In-kind Match</b>	\$0.00
<b>State Part E Match</b>	\$0.00
<b>Estimated Program Income</b>	\$0.00
<b>Total Revenue (Less Program Income)</b>	\$17,778.00

**Expenses**

<b>Expense Category</b>	<b>Amount</b>
<b>Personnel</b>	0
<b>Travel</b>	0
<b>Equipment</b>	0
<b>Contractual Services</b>	\$17,778.00
<b>Supplies</b>	0
<b>Indirect</b>	0
<b>Other Expenses</b>	0
<b>Total Expenses</b>	\$17,778.00

**Contracted Units**

<b>County</b>	<b>Units</b>
<b>Adams</b>	0
<b>Arapahoe</b>	0
<b>Broomfield</b>	0
<b>Clear Creek</b>	0
<b>Denver</b>	0
<b>Douglas</b>	534
<b>Gilpin</b>	0
<b>Jefferson</b>	0
<b>Total</b>	534

**Reimbursement Rate: \$29.97****Contracted Clients**

<b>County</b>	<b>Low Income</b>	<b>Low Income Minority</b>	<b>Minority</b>	<b>Rural</b>	<b>Total Clients</b>
<b>Adams</b>	0	0	0	0	0
<b>Arapahoe</b>	0	0	0	0	0
<b>Broomfield</b>	0	0	0	0	0
<b>Clear Creek</b>	0	0	0	0	0
<b>Denver</b>	0	0	0	0	0
<b>Douglas</b>	10	1	2	3	72
<b>Gilpin</b>	0	0	0	0	0
<b>Jefferson</b>	0	0	0	0	0
<b>Total</b>	10	1	2	3	72

**Service: Homemaker****Service Description**

Douglas County will utilize community partner organizations to provide services through use of sub-grantee agreements. Homemaker services provide light housekeeping services to eligible clients. Potential clients contact partner organizations to be enrolled in order to receive services. If the partner organization receives a referral from another source (ex. Douglas County Community Services, Human Services, a community partner organization such as a church, food bank), the contracted community-based provider reaches out to the potential client per the referral. The community-based service provider speaks with the potential client over the phone or conducts an in-person assessment of the client's eligibility and scope of work to ensure requests are assigned appropriately. Certain data to establish eligibility for OAA funded homemaker services is collected, which includes the following information: demographic info, age, physical location and need. The potential client also receives information about other services for which they may be eligible, as well as a copy of the grievance procedure and a copy of the non-discrimination policies. A volunteer or paid service worker performs the homemaker services, working closely with the client to ensure their homemaker needs are met.

**State Service Definition**

Assistance to persons who meet the eligibility requirements for in-home services and who are unable to perform two or more of the following instrumental activities of daily living: preparing meals, laundry, shopping for personal items, managing money, using the telephone, or doing light housework.

1 Unit = 1 Hour

**Service Budget****Revenue**

<b>Funding Source</b>	<b>Amount</b>
<b>Contracted Funds</b>	\$201,972.00
<b>Cash Match</b>	\$32,266.00
<b>In-kind Match</b>	\$0.00
<b>State Part E Match</b>	\$0.00
<b>Estimated Program Income</b>	\$0.00
<b>Total Revenue (Less Program Income)</b>	\$234,238.00

**Expenses**

<b>Expense Category</b>	<b>Amount</b>
<b>Personnel</b>	0
<b>Travel</b>	0
<b>Equipment</b>	0
<b>Contractual Services</b>	\$234,238.00
<b>Supplies</b>	0
<b>Indirect</b>	0
<b>Other Expenses</b>	0
<b>Total Expenses</b>	\$234,238.00

**Contracted Units**

<b>County</b>	<b>Units</b>
<b>Adams</b>	0
<b>Arapahoe</b>	0
<b>Broomfield</b>	0
<b>Clear Creek</b>	0

<b>Denver</b>	0
<b>Douglas</b>	6,026
<b>Gilpin</b>	0
<b>Jefferson</b>	0
<b>Total</b>	6,026

**Reimbursement Rate:** \$ 33.52

#### **Contracted Clients**

<b>County</b>	<b>Low Income</b>	<b>Low Income Minority</b>	<b>Minority</b>	<b>Rural</b>	<b>Total Clients</b>
<b>Adams</b>	0	0	0	0	0
<b>Arapahoe</b>	0	0	0	0	0
<b>Broomfield</b>	0	0	0	0	0
<b>Clear Creek</b>	0	0	0	0	0
<b>Denver</b>	0	0	0	0	0
<b>Douglas</b>	191	21	44	186	1,151
<b>Gilpin</b>	0	0	0	0	0
<b>Jefferson</b>	0	0	0	0	0
<b>Total</b>	191	21	44	186	1,151

#### **Service: Personal Care**

##### **Service Description**

Douglas County will utilize a sub-grantee agreement with a community partner organization to provide services in the community.

Personal care services aid with bathing, dressing, walking and medication reminders. Potential clients contact the partner organization providing personal care to be enrolled to receive services. If the partner organization receives a referral from another source, the contracted community-based provider will reach out to the potential client to schedule an intake appointment. An intake specialist, whose primary function is to identify seniors who need care, completes a screening to identify if the individual meets OAA funded personal care requirements and to identify if the individual is one with great economic or social need. The intake specialist makes the potential client aware of the grant-funded care and requests the opportunity to perform an in-home visit.

The in-home consultations are performed by care consultants, employees dedicated to performing in-home assessments. During these face-to-face visits, these specialists work to identify what care is needed, how much care will be given and when it will need to be performed. The specifics of the grant are discussed and the potential client also receives information about other services for which they may be eligible. A copy of the grievance procedure and a copy of the non-discrimination policies is provided at this time. Grant dollars are prioritized so that the funds go to assist those seniors most disadvantaged and at-risk.

##### **State Service Definition**

Assistance (Personal assistance, stand-by assistance, supervision or cues) with Activities of Daily Living (ADLs) and/or health-related tasks provided in a person's home and possibly other community settings. Personal care may include assistance with Instrumental Activities of Daily Living (IADLs) for persons who meet the requirements for in-home services.

1 Unit = 1 Hour



**Service Budget****Revenue**

<b>Funding Source</b>	<b>Amount</b>
<b>Contracted Funds</b>	\$186,750.00
<b>Cash Match</b>	\$20,750.00
<b>In-kind Match</b>	\$0.00
<b>State Part E Match</b>	\$0.00
<b>Estimated Program Income</b>	\$0.00
<b>Total Revenue (Less Program Income)</b>	\$207,500.00

**Expenses**

<b>Expense Category</b>	<b>Amount</b>
<b>Personnel</b>	0
<b>Travel</b>	0
<b>Equipment</b>	0
<b>Contractual Services</b>	\$207,500.00
<b>Supplies</b>	0
<b>Indirect</b>	0
<b>Other Expenses</b>	0
<b>Total Expenses</b>	\$207,500.00

**Contracted Units**

<b>County</b>	<b>Units</b>
<b>Adams</b>	0
<b>Arapahoe</b>	0
<b>Broomfield</b>	0
<b>Clear Creek</b>	0
<b>Denver</b>	0
<b>Douglas</b>	4,150
<b>Gilpin</b>	0
<b>Jefferson</b>	0
<b>Total</b>	4,150

Reimbursement Rate: \$ 45.00

**Contracted Clients**

<b>County</b>	<b>Low Income</b>	<b>Low Income Minority</b>	<b>Minority</b>	<b>Rural</b>	<b>Total Clients</b>
<b>Adams</b>	0	0	0	0	0
<b>Arapahoe</b>	0	0	0	0	0
<b>Broomfield</b>	0	0	0	0	0
<b>Clear Creek</b>	0	0	0	0	0
<b>Denver</b>	0	0	0	0	0
<b>Douglas</b>	16	3	7	2	152
<b>Gilpin</b>	0	0	0	0	0
<b>Jefferson</b>	0	0	0	0	0
<b>Total</b>	16	3	7	2	152

**Non-Compensated Services**

<b>Services</b>	<b>Units</b>
<b>Information and Assistance</b>	120
<b>Outreach</b>	520
<b>Nutrition Education</b>	0
<b>Nutrition Counseling</b>	0

## **EXHIBIT B: TERMS AND CONDITIONS**

The following supplemental terms and conditions apply to the Contract herein and take precedence over any conflicting language within the Contract.

### **1. Personnel.**

The Contractor represents that it has, or will secure at its own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with DRCOG.

### **2. Employment Eligibility Verification (Federal requirement).**

If this Contract includes an award of Federal funds of more than \$3,000, Contractor must also comply with the E-Verify Federal Contractor Rule set forth in Exhibit H, attached hereto and incorporated herein by reference, which requires the Contractor to use the E-Verify program to verify the employment eligibility of all employees assigned to the Contract and all new hires. If Contractor uses one or more subcontractors to provide services under the Contract, Contractor shall include the language set forth in Exhibit H in any subcontract that is: (1) for commercial or noncommercial services or construction; (2) has a value of more than \$3,000; and (3) includes work performed in the United States. Contractors who are State or local governments, institutions of higher education, or governments of a Federally recognized Indian tribe are not exempt from these requirements; however, such entities may choose to verify only those employees who are assigned to the Contract, whether existing employees or new hires, as further detailed in Exhibit H.

### **3. Qualifications.**

All of the services required hereunder will be performed by the Contractor or under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized under State and local law to perform such services.

### **4. Background Check; Driver's License.**

Contractor shall ensure that prior to delivery of services, a records check through the Colorado Bureau of Investigations (CBI) or another background check system that provides information at the same level of detail or higher than the CBI records check, shall be conducted for all employees, volunteers, and contractors of Contractor providing services delivered via one-to-one contact or as specified in the SUA Policy and Procedure Manual, Subsection 401.15. Contractor shall ensure that appropriate follow-up of the background check is completed according to the SUA Policy and Procedure Manual, Subsection 401.15, and shall ensure that its employees, volunteers, and contractors are in compliance with the restrictions of said Subsection. Effective January 1, 2019, Contractor shall comply with the requirements outlined in SUA Policy and Procedure Manual Subsection 401.16 and the correlated DRCOG policy in which it is stipulated that a Colorado Adult Protective Services (CAPS) background check is conducted prior to hiring or contracting with a new employee who will provide direct care to an at-risk adult. Employees, volunteers, or contractors responsible for transporting consumers shall have a valid Colorado driver's license and shall not have any alcohol related offenses in the past three years, or two or more convictions or chargeable accidents within the past two years.

### **5. Sub-grant or Subcontract.**

None of the work or services covered by this Contract shall be sub-granted or subcontracted to any other party except for those listed on Exhibit E (*without the prior written approval of*

DRCOG). Failure to obtain DRCOG's prior approval of any additional sub-grantors or subcontractors shall result in the disallowance of reimbursements for any services provided by sub-grantor or subcontractors not previously approved. Contractor shall verify that all sub-grantees and subcontractors have not been excluded or disqualified pursuant to 2 CFR Part 376 prior to submitting such sub-grantees or subcontractors to DRCOG for approval and shall certify that the proposed sub-grantees and subcontractors are neither excluded nor disqualified by a Federal agency. Any approval by DRCOG of a sub-grantee or subcontractor shall be effective only through the current contract fiscal year and subject to the continuing requirement of non-exclusion or non-disqualification pursuant to 2 CFR Part 376. It shall be Contractor's responsibility to submit verification of such non-exclusion or non-disqualification upon request. See also section 8.0 herein.

#### **6. Licensure.**

Where the State or local public jurisdictions require licensure for the provision of social services provided hereunder, the Contractor shall be licensed and shall meet all requirements of licensure. Contractor shall provide DRCOG notice of any action to revoke or suspend any such licenses as well as any actual suspension or revocation of any licenses within 48 hours of Contractor receiving notice.

#### **7. Contractor Training.**

Contractor shall complete mandatory training through DRCOG at least biannually (or more often if deemed appropriate by DRCOG) regarding contract management of this Contract.

#### **8. Monitoring and Reporting Program Performance.**

The activities of Contractor in providing the services set forth under this Contract shall be monitored by DRCOG in accordance with the applicable provisions of 45 CFR Part 74 and 45 CFR Part 92, other applicable Federal regulations, and this Contract. DRCOG will monitor all activities of Contractor supported by this Contract to assure that the services being performed are consistent with the Contract and applicable Federal and State regulations. Contractor acknowledges that disclosure of protected health information to DRCOG is permitted pursuant to Federal law.

#### **9. Performance Management.**

Contractor shall meet or exceed applicable Performance Measures and Contract Performance Measures as outlined in the State Contract with DRCOG. Contractor acknowledges that such performance measures shall evolve to meet the objective of measuring key performance outcome indicators for the work of the Contractor. DRCOG may, at its discretion, require periodic progress reports from the Contractor describing the current status of the service program or project. Notwithstanding, Contractor shall promptly notify DRCOG of any issues or concerns that may materially impact contract performance.

#### **10. Monthly Data Entry.**

The Federal Administration on Community Living requires certain Older Americans Act data to be reported in the Older Americans Act Performance System (OAAPS). To assist in the data collection for NAPIS, the State requires all Contractors to report services provided in the State software system as designated and assigned by the State. The State software system is currently the State Unit Data System, also referred to as SUDS. System training is available each year and is mandatory for all of Contractor's staff who have been granted access to the State's software system. Contractor shall enter the previous month's service data into the State software system **no later than the fifteenth of the following month**. If the fifteenth of the month falls on a holiday or weekend, then entering of all data shall be due the business day

prior to the fifteenth. Contractor may not seek reimbursement for services that have not been adequately entered into the State system unless otherwise approved in writing by DRCOG. Failure to enter the State software system data correctly and timely is a violation of this Contract and DRCOG may exercise any remedies available under the Contract or at law, including withholding payments.

#### **11. Cost Analysis/Grant Close-out Report.**

Contractor shall prepare and submit to DRCOG by no later than July 31 of the State fiscal year then ended, a cost analysis report in a form approved by DRCOG, comparing actual costs incurred to reimbursements received from DRCOG. In addition, Contractor must maintain adequate supporting documentation of costs reimbursed and submit such backup information with the cost analysis report. If requested by DRCOG at any other time during the contract term, and/or if additional documentation is required, Contractor shall comply with such request.

#### **12. Services Performance Report and Reimbursement Requests.**

Contractor shall submit a monthly service performance report and reimbursement request in a form prescribed by DRCOG. Such report and request shall be filed on or before the fifteenth day of the month following the month in which services are provided, throughout the term of the Contract. If the fifteenth of the month falls on a holiday or weekend, then submissions shall be due the business day prior to the fifteenth. Failure to submit the monthly report and reimbursement request by the prescribed due date may delay processing of payments until the next calendar month or in the case of the final months' reports due on July 15 may result in denied payment by DRCOG. Contractor is responsible for the timely filing, completeness and accuracy of all service performance reports and reimbursement requests. All reports are subject to verification by DRCOG.

Contractor may not receive reimbursement for more than the actual costs incurred for the contracted service. The monthly reimbursement request must reflect actual costs incurred that can be adequately supported with documentation and that are within the calculated limit of grant funds available for drawing down that month. Costs must abide by the service budget approved by DRCOG and, notwithstanding, must be both reasonable and allowable. DRCOG agrees to reimburse Contractor via Electronic Funds Transfer (EFT) (Attachment A) into the bank account designated by Contractor upon approval of reimbursement request during regularly scheduled payment cycles.

#### **13. Waiting Lists.**

Waiting lists shall be established by the Contractor when services are available but cannot be provided to all eligible consumers requesting services. In such circumstances, Contractor shall place eligible consumers on a waiting list. Waiting list procedures must be consistent for and equitable to all eligible consumers. Contractor shall give priority to Older Americans Act targeted populations and to persons in emergency situations where the health, safety, and welfare of the applicant is in jeopardy. Additionally, due consideration shall be given to the individual's time kept on a wait list. Persons shall be removed from the waiting list in accordance with SUA Policy and Procedure Manual, Subsection 205c. Contractor shall develop a waiting list procedure in compliance with the policies set forth in Subsections 205b and 205c of the SUA Policy and Procedure Manual, as amended from time to time and, regardless of whether or not there are consumers waiting for service. Waiting list documentation may be kept in hard copy or electronically but must be printable and made available for review upon request by DRCOG or the SUA. Contractor shall retain waiting list documentation and shall not destroy any such records until notified by DRCOG.

**14. Consumer Complaint/Appeal Process.**

The Contractor shall develop a procedure for service recipients to use in the event that they wish to file a complaint. In addition to receiving such procedures, all consumers must be informed of their rights in the complaint and appeal process. Procedures must be in compliance with SUA Policy and Procedure Subsection 501 and as directed by DRCOG. Complaint/appeals documentation may be kept in hard copy or electronically but must be printable. Contractor shall retain complaint/appeal documentation and shall retain records in accordance with Section 21 herein.

**15. Evaluation.**

Contractor shall implement a quality improvement process, which includes, at a minimum, monitoring of service quality and consumer satisfaction. Methods of receiving consumer input on the quality of services shall be established, documented and utilized by the Contractor on a regular basis throughout the term of this Contract. Examples include site councils, projects councils, consumer forums, consumer satisfaction surveys, telephone interviewed, and visits. Contractor shall, upon DRCOG's request provide information evidencing Contractor's compliance with these requirements. In addition, Contractor shall distribute an annual consumer satisfaction survey designed by the State to a minimum of fifty percent (50%) of registered consumers starting in the month of February. Responses from such surveys shall be collected for reporting by the Contractor per instructions from DRCOG.

**16. Voluntary Contributions and Non-eligible Recipient Fees.**

Contractor shall (1) provide each recipient with an opportunity to voluntarily contribute to the cost of the service; (2) clearly inform each recipient that there is no obligation to contribute and that the contribution is purely voluntary; (3) protect the privacy and confidentiality of each recipient with respect to the recipient's contribution or lack of contribution; (4) establish appropriate accounting procedures to safeguard and account for all contributions; (5) use all collected contributions to expand or enhance the service for which the contributions were given; and (6) identify the income as program income and expend it in accordance with Section 26 below. Contractor shall establish minimum standards and procedures for the responsible collection of, handling, and safeguarding of consumer contributions and non-eligible recipient fees in compliance with SUA Policy and Procedure Manual, Subsection 310.

**17. On-Site Evaluation.**

The Contractor may be subject to an on-site evaluation by DRCOG and/or the State and shall upon such notice, cooperate fully with requirements for the on-site evaluation, as instructed by DRCOG and/or the State.

**18. Policy Changes.**

From time to time during the term of this Contract, DRCOG and/or the State Unit on Aging may revise or adopt policies and procedures that relate to services provided under this Contract. Upon written notice of such changes to policies or procedures, Contractor shall incorporate them into their practices and comply with the provisions thereof.

**19. Eligibility Assessments.**

The Contractor shall conduct an assessment of individual eligibility prior to the delivery of any registered services and for specified services, at least annually thereafter as outlined in the SUA Policy and Procedure Manual for such services. The standardized assessment form provided by DRCOG must be utilized and may not be altered, although an addendum to the assessment may be attached to collect additional information for use by the Contractor. Contractor may conduct assessments in an electronic format provided that the form collects the same

information as required by the DRCOG assessment and has been preapproved in writing by DRCOG. Any addendum to the assessment must also be approved in advance by DRCOG. Eligibility for services provided under this Contract shall be only that the individual receiving service is age 60 or above unless other eligibility requirements exist within Rule Manual Volume 10 or SUA Policy and Procedure for the contracted service. A means test may not be utilized to determine eligibility for OAA/SFSS/ARPA services.

## **20. Target Populations.**

The Contractor shall assure compliance with federal and state requirements to target the following populations of older adults: (1) greatest social need, (2) greatest economic need, (3) at risk for institutional placement, (4) low-income minority, (5) limited English proficiency, and (6) residing in rural areas. Contractor shall develop and implement a plan that directs outreach and prioritizes services to such targeted populations.

## **21. Records.**

The Contractor agrees to retain all records pertinent to this Contract for a period of three years after final payment hereunder. In the event that activities or costs are questioned by audit, records shall be retained until all questioned items are resolved. Contractor shall maintain confidentiality of information relating to specific consumers by ensuring that such information is gathered only with the informed consent of the consumer, such information is used only for the purposes gathered, adequate security of records is maintained to prevent unauthorized use, access to consumer records and identifiable information is limited only to program staff, and consumer files are kept under lock and key after use. Contractor shall maintain the confidentiality of protected health information as required by law, including the consumer's individually identifiable health information.

## **22. Accounting Records.**

Records which identify adequately the source and application of funds for Contract activities shall be maintained for the period provided in Section 21 above and shall comply with the requirements of the Older Americans Act, Colorado Revised Statutes, Rule Manual Volume 10 and the SUA Policy and Procedure Manual, as from time to time amended.

## **23. Contractor Audits.**

The Contractor shall ensure that an annual independent audit is conducted of the Contractor's financial records in accordance with the requirements of Title II Part 200 of the Code of Federal Regulations. The Contractor shall send a copy of the most recent audit to DRCOG for review. All activities and costs charged under this Contract shall be in accordance with the provisions of the Older Americans Act, Colorado Revised Statutes, Rule Manual Volume 10 and the SUA Policy and Procedure Manual, as from time to time amended, including but not limited to compliance with cost principles set forth in: Title II Part 200 of the Code of Federal Regulations and Government Audit Standards regardless of the amount of Federal funding the Contractor receives. Federal Acquisition Regulations at 48 C.F.R. Part 31.2 shall also apply when applicable. Should an audit or other financial review disallow any reimbursed costs, the disallowed funds shall be returned to DRCOG or, in DRCOG's discretion and to the extent permitted by Federal and State law and regulations, offset against current or future payments to Contractor. Failure to fulfill these audit obligations is a breach of this Contract and will subject Contractor to all remedies available herein and at law, including all funds being due and payable back to DRCOG.

**24. Audits and Inspections.**

During the Contract period, the retention period and as long thereafter as the records are maintained, at any time during normal business hours, Contractor shall make available to DRCOG, HHS, the State and the Comptroller General of the United States, or their authorized representatives, any books, documents, papers or other records of the Contractor with respect to all matters covered by this Contract in order to make audit, examination, excerpts, and transcripts. Contractor acknowledges that disclosure of protected health information to DRCOG, HHS, the State and the Comptroller General of the United States and their authorized representatives is permitted pursuant to Federal law. Failure to make records available for inspection within 72 hours of notice shall be deemed a violation of the Contract.

**25. Additional Records Required.**

Contractors shall develop and maintain the records required by applicable laws and regulations including but not limited to Section 401.7 of the SUA Policy and Procedure Manual and including the following records: personnel records for each employee to include documentation of training, documentation of supervision, and documentation of current licensure if applicable; a Targeting Plan; Emergency Response Plan (if nutrition and/or transportation provider); client confidentiality procedures; procedures for handling and reporting of critical incidents, including accidents, suspicion of abuse, neglect or exploitation, and criminal activity; a log of all complaints and critical incidents; records for each older adult served; and travel documentation policies and procedures. These shall be maintained by the Contractor and made available to DRCOG, SUA and/or their authorized representatives upon request.

**26. Income.**

Program income, including participant contributions, earned by the Contractor from activities which are supported by this Contract shall be added to funds committed to the project or program and used for allowable costs of services under the Contract to further the objectives of this Contract as provided under 45 CFR 74.24(b)(1). Program income must be fully expended within the reporting month it was received and cannot be carried over for any period of time.

**27. Income Accounting Records.**

Program income must be accounted for according to the additional costs alternative specified in Section 26 above and pursuant to 45 CFR, Section 74.24.

**28. Equal Employment Opportunity.**

The Contractor agrees to comply with all applicable Federal laws, regulations, and orders regarding "Equal Employment Opportunity", as from time to time amended, and to execute such provisions as are required under Exhibit "C" attached hereto. **The parties hereby incorporate the requirements of 41 C.F.R. § 60-1.4(a) and 29 C.F.R. § 471, Appendix A to Subpart A, if applicable.**

**This contractor and subcontractor shall abide by the requirements of 41 CFR 60-300.5(a) and 41 CFR 60-741.5(a), if applicable. These regulations prohibit discrimination against qualified protected veterans and qualified individuals with disabilities, and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans and qualified individuals with disabilities.**



**29. Handicapped.**

The Contractor will not discriminate in employment on the basis of handicap against any qualified handicapped person and agrees to take positive steps to employ and advance in employment qualified handicapped persons and to comply with Department of Human Services Regulations (45 CFR Part 84), as from time to time amended.

**30. Identification of Documents.**

Contractor shall designate on the front cover or title page of all reports, maps and other documents completed as part of this Contract, other than documents exclusively for internal use by the Contractor, an acknowledgement of the support received under "the Older Americans Act."

**31. Publication, Reproduction and Use of Material.**

Material produced in whole or in part under this Contract may not be subject to copyright laws.

**32. Procurement.**

All procurement transactions for supplies, equipment and services shall be conducted in a manner to provide, to the maximum extent practicable, open and free competition as provided under 45 CFR, Part 74, Subpart C, as from time to time amended, and shall comply with the provisions of 45 CFR, Part 74, Subpart C.

**33. Work Hours.**

The Contractor shall comply with the Contract Work Hours and Safety Standards Act and comply with the Department of Labor Regulations (29 CFR Part 5), as from time to time amended.

**34. Interest of Contractor.**

The Contractor covenants 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 required to be performed under this Contract. No person having any such interest shall be employed or participate in any decision relative to this Contract.

**35. Assignability.**

The Contractor shall not assign any interest in this Contract and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of DRCOG thereto; provided, however, that claims for money due or to become due to the Contractor from DRCOG under this Contract may be assigned to a bank or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished to DRCOG.

**36. Influencing Legislation.**

To the extent prohibited by Federal or State law, as from time to time amended, no part of this Contract shall be used to pay the salary or expenses of any person or any organization acting for the Contractor to engage in any activity designed to influence legislation or appropriations pending before the Congress, or legislation or appropriations pending before the State General Assembly.

**37. Termination for Cause.**

If, through any cause, the Contractor shall fail to meet performance measures set forth by the State, fail to fulfill in timely and proper manner with Contractor obligations under this Contract or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, DRCOG shall thereupon have the right to terminate this Contract by giving written notice to the

Contractor of such termination, the reasons for such termination, and specifying the effective date thereof, at least 5 days before the effective date of such termination, unless a shorter time is set forth herein for any failure to fulfill Contractor's obligations.

### **38. Termination Due to Loss of Funding.**

The parties hereto expressly recognize that the Contractor is to be paid, reimbursed, or otherwise compensated with funds provided to DRCOG for the purpose of contracting for the services provided for herein, and therefore, the Contractor expressly understands and agrees that all its rights, demands, and claims to compensation arising under this Agreement are contingent upon receipt of such funds by DRCOG. In the event that such funds or any part thereof are not received by DRCOG, DRCOG may immediately terminate this Agreement without liability, including costs for termination.

### **39. Termination for the Convenience of DRCOG.**

DRCOG may terminate this Contract at any time by giving written notice to the Contractor of such termination, which shall be effective upon receipt of the written notice. If the Contract is terminated by DRCOG as provided herein, the Contractor shall be entitled to receive compensation for services performed prior to the effective date of such termination, subject to such services being completed to the satisfaction of DRCOG, and except as provided in Section 6.0 of this Contract.

### **40. Project Material.**

In the event of termination, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the Contractor under this Contract shall, at the option of DRCOG, become its property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

### **41. Liability.**

Notwithstanding the above, the Contractor shall not be relieved of liability to DRCOG for damages sustained by DRCOG by virtue of any breach of the Contract by the Contractor, and DRCOG may withhold any payments to the Contractor for the purpose of setoff until such time as the exact amount of damages due DRCOG from the Contractor is determined.

### **42. Remedies.**

Where the Contractor violates or breaches terms of this Contract, DRCOG, at its discretion, shall terminate said Contract subject to the provisions hereinabove stated, and, in addition, may institute such administrative, contractual or legal remedies available to DRCOG as may be appropriate. In addition to the corrective actions set forth below, DRCOG may take one or more of the following actions, as appropriate in the circumstances:

1. Temporarily withhold payments pending correction of deficiency by the Contractor.
2. Disallow all or part of the cost of the activity or action not in compliance.
3. Wholly or partly suspend or terminate the Contract, including suspending the Contract and services provided under the Contract pending any audit or other investigation.
4. Withhold further Contracts with Contractor.

5. Take any other remedies that may be legally available.

#### **43. Corrective Action.**

In the event the Contractor fails to expend by December 31 of the current fiscal year of the contract term at least forty percent (40%) of the contracted funds detailed in Section 5.1; fails to expend by March 31 of the current fiscal year of the contract term at least seventy percent (70%) of the contracted funds detailed in Section 5.1; or fails to provide adequate documentation as requested by DRCOG, or in the event DRCOG finds that Contractor is failing to conform to the terms and conditions of this Contract, then DRCOG may, in its sole discretion and in addition to any other remedies it may have, including termination of this Contract, require that a corrective action plan be prepared by a date specified by DRCOG and suspend payments under the Contract, such payments to begin only upon production by the Contractor of and compliance with a corrective action plan satisfactory to DRCOG. Further, DRCOG shall have the right, upon issuance of notice to the Contractor and without necessity of an amendment, to retain and reallocate to other contractor's funds remaining under this Contract in the event of any termination or any failure of the Contractor to provide the service units listed in Exhibit A in accordance with this Contract or any corrective action plan. Nothing in this subsection shall require that DRCOG accept a corrective action plan in lieu of exercising its rights to terminate this Contract.

#### **44. Erroneous Payments.**

Unless prohibited by Federal or State law or regulation, any costs incurred by the Contractor that are later found to be disallowed or ineligible for payment under this Contract shall be reimbursed by the Contractor to DRCOG or offset against current or future payments due by DRCOG to the Contractor, at DRCOG's election.

#### **45. Provisions of Services: Expenditures of Funds.**

DRCOG intends to require that the service units provided by Contractor pursuant to this Contract be provided throughout the entire duration of the fiscal year. As such, Contractor shall expend no more than sixty percent (60%) of the contracted funds detailed in Section 5.1 prior to December 31 of the then current fiscal year and no more than ninety percent (90%) of said funds prior to March 31 of the then current fiscal year without the express prior written consent of DRCOG. If Contractor fails to comply with these limitations, DRCOG may in its sole discretion and in addition to any other remedies it may have, including termination of this Contract, require a corrective action plan and suspend payments under the Contract pursuant to the guidelines listed above. Contractor understands and agrees that nothing in this section limits DRCOG's authority set forth in Section 6.0 of this Contract, including but not limited to, its authority to require the return of funds previously paid to Contractor for services provided hereunder because of sequestration.

#### **46. Safeguarding Personally Identifiable Information (PII).**

If Contractor will or may receive PII under this Contract, the Contractor shall provide for the security of such PII in a manner and form acceptable to DRCOG, including without limitation, State non-disclosure requirements, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections, and audits. Contractor shall be a "Third-Party Service Provider" as defined in C.R.S. § 24-73-103(1)(i), shall maintain security procedures and practices consistent with C.R.S. § 24-73-101, et seq., and has a statutory duty to notify and cooperate with DRCOG in the event of a security breach that compromises personal information in the most expedient time and without unreasonable delay. For purpose of this Contract, "Personally Identifiable Information" or "PII" means any information maintained about an individual that can be used to

distinguish or trace an individual's identity, such as name, social security number, date and place of birth, mother's maiden name, or biometric records; and any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information. PII includes, but is not limited to, all information defined as personally identifiable information in C.R.S. § 24-72-501.

#### **47. Litigation Reporting.**

If Contractor is served with a pleading or other document in connection with an action before a court or other administrative decision-making body, and such pleading or document relates to this Contract or may affect Contractor's ability to perform its obligations under this Contract, Contractor shall, within 5 days after being served, notify DRCOG of such action and deliver copies of such pleading or document to DRCOG.

#### **48. Compliance with Laws.**

In addition to the "Administrative Requirements" set forth in Section 3.0 herein, the Contractor and its agent(s) shall at all times during the term of this contract, be bound by and strictly adhere to the following Federal and State laws, rules, regulations and the State Unit on Aging (SUA) Policies and Procedures as they currently exist and may hereafter be amended, which documents are incorporated herein by this reference:

- A. Federal Older Americans Act;
- B. Code of Federal Regulation (CFR), Title 45 Public Welfare;
- C. Older Coloradans Act, C.R.S. 26-11-100.1 et seq.;
- D. C.R.S. Title 25 Health and 26 Human Services Code;
- E. Colorado Long-Term Care Ombudsman Act, C.R.S. 26-11.5 et seq.;
- F. Colorado Department of Human Services Staff Manual Volume 10;
- G. Administration on Aging Fiscal Guide, Older Americans Act, Titles III and VII;
- H. Colorado Retail Food Establishment Rules and Regulations;
- I. Dietary Guidelines for Americans;
- J. Dietary Reference Intakes (DRIs);
- K. SUA Policy and Procedures Manual;
- L. SUA Policy Directives;
- M. Code of Federal Regulation (CFR) Title 48 Section 3.908 Whistleblower Protection;
- N. Title II Part 200 of the Code of Federal Regulations; and
- O. CAPS Fees C.R.S. 24-75-402; CAPS Statute C.R.S. 26-3.1-111; CAPS Implementation Regulation 12 CCR 2518-1, Volume 30.960

#### **49. Independent Contractor.**

Contractor shall perform its duties hereunder as an independent contractor and not as an employee. Neither Contractor nor any agent or employee of Contractor shall be deemed to be an agent or employee of DRCOG. Contractor shall not have authorization, express or implied, to bind DRCOG to any agreement, liability or understanding, except as expressly set forth herein. **Contractor and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through DRCOG and DRCOG shall not pay for or otherwise provide such coverage for Contractor or any of its agents or employees. Contractor shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Contract. Contractor shall (i) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (ii) provide proof thereof when requested by DRCOG, and (iii) be solely responsible for its acts and those of its employees and agents.**

**50. No Third Party Beneficiaries.**

It is expressly understood and agreed that enforcement of the terms and conditions of this Contract, and all rights of action relating to such enforcement, shall be strictly reserved to DRCOG and Contractor, and nothing contained in this Contract shall give or allow any such claim or right of action by any other third party on such Contract.

**51. Choice of Law, Venue, Jurisdiction.**

Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Contract. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. All suits or actions related to this Contract shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in the City and County of Denver.

THIS CONCLUDES the provisions of these supplementary terms and conditions.

**EXHIBIT C: ASSURANCE OF COMPLIANCE WITH THE DEPARTMENT OF  
HEALTH AND HUMAN SERVICES REGULATION UNDER  
TITLE VI OF THE CIVIL RIGHTS ACT OF 1964  
AND SECTION 504 OF THE REHABILITATION ACT OF 1973**

The Contractor HEREBY AGREES to comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and all requirements imposed by or pursuant to Regulations of the Department of Health and Human Services (HHS) (45 CFR Part 80) issued pursuant to that title, and to comply with Section 504 of the Rehabilitation Act of 1973 (P.L. 93-112) and all requirements imposed by or pursuant to the Regulations of the HHS (45 CFR Part 84) issued pursuant to the Act, all as from time to time amended, to the end that, in accordance with Title VI, the Act and Regulations, no person in the United States shall, on the grounds of race, color, national origin, or non-qualified handicap, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Contractor receives Federal financial assistance from DRCOG, a recipient of Federal financial assistance from HHS; and HEREBY GIVES ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Contractor by DRCOG, this assurance shall obligate the Contractor, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is so provided, this assurance shall obligate the Contractor for the period during which it retains ownership or possession of the property. In all other cases, this assurance shall obligate the Contractor for the period during which the Federal financial assistance is extended to it by DRCOG.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property, discounts or other Federal financial assistance extended after the date hereof to the Contractor by DRCOG, including installment payments after such date on account of applications for Federal financial assistance which were approved before such date. The Contractor recognizes and agrees that such Federal financial assistance will be extended in reliance on the representations and agreements made in this assurance, and that DRCOG or the United States or both shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Contractor, its successors, transferees, and assignees.

## **EXHIBIT D: INDEMNIFICATION & INSURANCE**

### **Section 1. Indemnification.**

To the extent allowable by law, the Contractor agrees to indemnify and hold harmless the State of Colorado, DRCOG, their officers, employees, and insurers, from and against all liability, claims, and demands, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this Contract, if such injury, loss, or damage is caused in whole or in part by, or is claimed to be caused in whole or in part by, the act, omission, error, professional error, mistake, negligence, or other fault of the Contractor, any subcontractor or subcontractor of the Contractor, or any officer, employee, representative, or agent of the Contractor or of any subcontractor or subcontractor of the Contractor, or which arise out of any workers' compensation claim of any employee of the Contractor or of any employee of any subcontractor or subcontractor of the Contractor. The Contractor agrees to investigate, handle, respond to, and to provide defense for and defend against, any such liability, claims, or demands at the sole expense of the Contractor. The Contractor also agrees to bear all other costs and expenses related thereto, including court costs and attorney fees, whether or not any such liability, claims, or demands alleged are groundless, false, or fraudulent.

No term or condition of this Contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions for the parties, of the Colorado Governmental Immunity Act, C.R.S. § 24-10-101 *et seq.* or the Federal Tort Claims Act, 28 U.S.C. § 2671 *et seq.* as applicable, as now or hereafter amended. The Contractor, by execution of this Contract containing this indemnification clause, is relying upon and does not waive the operation of any law concerning the Contractor's ability to indemnify.

### **Section 2. Insurance.**

#### **2.1 Procure and Maintain**

The Contractor agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by the Contractor pursuant to Section 1 of this Exhibit D. Such insurance shall be in addition to any other insurance requirements imposed by this agreement or by law. The Contractor shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to Section 1 of this Exhibit D by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types.

#### **2.2 Coverage Amounts**

(a) Contractor shall procure and maintain and shall cause each subcontractor hired to perform services under this Agreement pursuant to its' obligations herein to procure and maintain, the minimum insurance coverages listed below. Such coverages shall be procured and maintained with forms and insurers acceptable to DRCOG.

(b) All coverages shall be continuously maintained through the term of this contract to cover all liability, claims, demands, and other obligations assumed by the Contractor pursuant to Section 1 of this Exhibit D.

(c) In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage for a period of three years beyond the expiration of the contract. Evidence of qualified self-insured status may be substituted for the insurance requirements listed below.

(1) Workers' Compensation insurance to cover obligations imposed by applicable laws for any employee engaged in the performance of work under this agreement, and Employers' Liability insurance with minimum limits of ONE HUNDRED THOUSAND DOLLARS (\$100,000) each accident, FIVE HUNDRED THOUSAND DOLLARS (\$500,000) disease policy limit, and ONE HUNDRED THOUSAND DOLLARS (\$100,000) disease - each employee. Provide a waiver of subrogation in favor of DRCOG.

(2) General Liability insurance with minimum combined single limits of ONE MILLION DOLLARS (\$1,000,000) each occurrence; ONE MILLION DOLLARS (\$1,000,000) aggregate; ONE MILLION DOLLARS (\$1,000,000) products and completed operations aggregate; and FIFTY THOUSAND DOLLARS (\$50,000) any one fire. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal and advertising injury (including coverage for contractual and employee acts), blanket contractual, products, and completed operations.

(3) Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than ONE MILLION DOLLARS (\$1,000,000) each occurrence and ONE MILLION DOLLARS (\$1,000,000) aggregate with respect to each of Contractor's owned, hired or non-owned vehicles assigned to or used in performance of the services.

(4) Security & Privacy Liability or Cyber Risk insurance to cover loss of protected information, including without limitation Protected Health Information ("PHI") and Personally Identifiable Information ("PII") data and claims based upon alleged violations of privacy rights through improper use or disclosure of protected information with minimum annual limits as follows:

- Contractors with 10 or less clients **or** revenues of \$250,000 or less shall maintain limits on Privacy Liability Insurance of not less than \$50,000.
- Contractors with 25 or less clients **or** revenues of \$500,000 or less shall maintain limits on Privacy Liability Insurance of not less than \$100,000.
- Contractors with more than 25 clients **or** revenues of more than \$500,000 shall maintain limits on Privacy Liability Insurance of not less than \$1,000,000 each occurrence and \$2,000,000 general aggregate.

(5) Professional Liability insurance in the amount of ONE MILLION DOLLARS (\$1,000,000) each occurrence for coverage to defend against allegations as well as damages resulting from failure to perform on the part of, financial loss caused by, and error or omission in the service or product of the policy holder.

### **2.3 Additional Insured**

Every policy required above shall be primary insurance, and any insurance carried by DRCOG, its officers, or its employees, shall be excess and not contributory insurance to that provided by Contractor. No additional insured endorsement to the policy required by paragraph (1) above shall contain any exclusion for bodily injury or property damage arising from completed



operations. The Contractor shall be solely responsible for any deductible losses under any policy required above.

## **2.4 Certificates of Insurance**

A certificate of insurance evidencing coverage and naming DRCOG, its officers, its employees and the State of Colorado as additional insureds on all general liability policies and shall be completed by the Contractor's insurance agent as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect, and shall be reviewed and approved by DRCOG prior to commencement of the agreement. In the case of qualified self-insurance status, DRCOG may require satisfactory evidence of sufficient funding for such purposes. The certificate shall identify this Contract and shall provide that coverages afforded under the policies shall not be cancelled, terminated or materially changed until at least 30 days prior written notice has been given to DRCOG. The completed certificate and/or evidence of qualified self-insured status must be sent with the signed Contract to:

Denver Regional Council of Governments  
Attention: Contracts  
1001 17<sup>th</sup> Street, Suite 700  
Denver, Colorado 80202

## **2.5 Coverage Requirements**

(a) Failure on the part of the Contractor to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach of this agreement upon which DRCOG may immediately terminate this agreement, or at its discretion, DRCOG may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by DRCOG shall be repaid by Contractor to DRCOG upon demand, or DRCOG may offset the cost of the premiums against any monies due to Contractor from DRCOG.

(b) DRCOG reserves the right to request and receive a certified copy of any policy and any endorsement thereto.

(c) The parties hereto understand and agree that DRCOG is relying on and does not waive or intend to waive by any provision of this agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, 24-10-101 et. seq., C.R.S., as from time to time amended, or otherwise available to DRCOG, its officers, or its employees.

(d) Notwithstanding the above provisions, the Contractor, if a governmental entity, may elect to self-insure for any of the coverage areas required by subsections (b)(1) – (b)(3) of this Section 2. In such case, the Contractor shall maintain a claims fund that is available solely to pay claims against the Contractor that are proven or otherwise settled by the Contractor in its sole discretion. Such claims fund is intended for and available for only those purposes and is not available or allocated to fund a commitment or obligation, if any, or to defend or indemnify any party. Payments out of such funds may require approval by the Contractor's governing body. It is understood and agreed that a commitment by the Contractor to self-insure by the creation of said claims fund does not commit the Contractor to otherwise appropriate funds to fund self-insurance for this Contract or for any other commitment of the Contractor, and it is further understood and agreed that the Contractor has not appropriated funds for such purpose. In case of such election to self-insure, the Contractor shall itself provide DRCOG with written confirmation of the Contractor's self-insured status and the existence of said claims fund.

## **EXHIBIT E: APPROVED SUBCONTRACTORS**

Subcontractor(s) will be incorporated into this contract only by written approval from DRCOG. Upon DRCOG approval and contract execution by both parties, approved Subcontractors (listed below, if applicable) shall be made part of this Contract and legally bound to all applicable provisions herein.

**ARDC** – Assisted Transportation, Chore, Homemaker

**Castle Rock Senior Activity Center** – Assisted Transportation

**Visiting Angels** – Homemaker, Personal Care

## **EXHIBIT F: FIXED ASSETS**

**Note:** This Exhibit F is applicable only to contracts that include funding of a fixed asset acquisition approved by DRCOG.

### **1.0 FIXED ASSETS**

DRCOG hereby approves the acquisition of the fixed assets described in Contractor's Proposal, which is herein incorporated by reference and made a part of this Contract. Fixed assets may include (1) real property (land, buildings, and building improvements); (2) leasehold improvements (remodeling or redecorating of rented or leased spaces); and (3) tangible personal property (office furniture, kitchen equipment and vehicles) with a useful life of more than one year and an acquisition cost greater than \$5,000 per unit.

#### **1.1 Real Property.**

Title to any real property shall vest in Contractor subject to the condition that the Contractor shall use the real property for the authorized purpose of the project as long as it is needed and shall not encumber the property without approval of DRCOG.

#### **1.2 Equipment.**

Title to equipment shall vest in Contractor subject to the following conditions:

1. Contractor shall not use equipment acquired hereunder to provide services to non-Federal organizations for a fee that is less than private companies charge for equivalent services. All user charges shall be treated as program income.

2. Contractor shall use the equipment in the project as long as needed, whether or not the project continues to be supported by Federal or State funds, and shall not encumber the equipment without the approval of DRCOG. When no longer needed for the original project, the Contractor shall use the equipment in compliance with applicable Federal and State regulations.

3. Contractor shall make the equipment available for use on other projects or programs if such other use will not interfere with the work on the program for which the equipment was originally acquired. First preference for such other use shall be given to other programs, projects, or activities sponsored by DRCOG. Use by others shall be in preference order consistent with applicable Federal and State regulations.

4. When acquiring replacement equipment, Contractor may use the equipment to be replaced as trade-in or sell the equipment and use the proceeds to offset the costs of the replacement equipment, subject to the approval of DRCOG.

5. Contractor shall maintain accurate equipment records and shall take a physical inventory of equipment and reconcile the results with the equipment records annually. Any discrepancies between quantities determined by the physical inspection and those shown in the accounting records shall be investigated to determine the causes of the differences. Contractor shall annually verify the existence, current utilization, and continued need for the equipment. Contractor shall submit to DRCOG annually a property inventory report for all fixed assets acquired under this Contract in the form attached hereto or other report template as approved by DRCOG.

6. Contractor shall maintain a control system to insure adequate safeguards to prevent loss, damage, or theft of the equipment. Contractor shall implement adequate maintenance procedures to keep the equipment in good condition. In the event the Contractor no longer needs the equipment, Contractor shall contact DRCOG for instructions. In such event, DRCOG reserves the right to order the transfer of title of the equipment to the Federal Government or to a third party named by DRCOG when such third party is otherwise eligible.

### **1.3 Supplies.**

Title to supplies shall vest in the Contractor upon acquisition. Contractor shall not use supplies acquired under this Contract to provide services to non-Federal organizations for a fee that is less than private companies charge for equivalent services, unless authorized by DRCOG. User charges shall be treated as program income.

## **2.0 ACQUISITION OF FIXED ASSETS**

### **2.1 Acquire of Asset.**

Contractor shall acquire the fixed assets as set forth in its Proposal in compliance with all applicable procurement standards set forth in either State or Federal regulations. Contractor is the responsible authority, without recourse to DRCOG, regarding the settlement and satisfaction of all contractual and administrative issues arising out of procurements entered into in support of this Contract.

### **2.2 Written Standards**

Contractor shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts. No employee, officer, or agent of Contractor shall participate in the selection, award, or administration of a contract supported by this Contract if a real or apparent conflict of interest would be involved. The officers, employees, and agents of the Contractor shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to sub agreements.

### **2.3 Procurement**

All procurement transactions shall be conducted in a manner to provide, to the maximum extent practical, open and free competition. Awards shall be made to the bidder or offeror whose bid or offer is responsive to the solicitation and is most advantageous to the Contractor, price, quality and other factors considered.

Contractor shall establish written procurement procedures in compliance with 45 CFR § 74.44.

## **3.0 ADMINISTRATIVE REQUIREMENTS**

In performance of its obligations under this Contract, Contractor shall comply with all applicable provisions of Rule Manual Volume 10, SUA Policy and Procedure Manual Subsection 313, 45 CFR Part 74 and 45 CFR Part 92, as applicable, regarding acquisition, use and disposition of fixed assets.

## **4.0 INSURANCE**

In addition to Contractor's obligations to maintain insurance as set forth in the Contract, Contractor shall maintain, at a minimum, insurance coverage adequate to cover the replacement value of all fixed assets.

## **5.0 USE OF FIXED ASSETS**

Fixed assets shall be used for the purposes set forth in this Contract and the Contractor's proposal. Fixed assets may be used on a part-time basis for non-contract purposes as follows:

1. By nonprofit agencies, provided that: (1) a minimum usage fee is charged in accordance with Program Income requirements pursuant to Rule Manual Volume 10; and (2) the part-time usage does not conflict with the use of the equipment for the purposes of the Contract.

2. By profit-making organizations, provided that: (1) a usage fee equal to or greater than the prescribed minimum is charged; (2) usage does not conflict with the use of the equipment for purposes of the Contract; and (3) prior approval has been obtained from DRCOG.

## **6.0 DISPOSITION OF FIXED ASSETS**

### **6.1 Real Property.**

In the event that the Contractor determines that real property acquired under this Contract is no longer needed for the purpose of the original project, Contractor shall obtain written approval from DRCOG for the use of the real property in other Federally sponsored projects. Use in other projects shall be limited to those Federally sponsored projects or programs that have purposes consistent with those authorized for support by DRCOG. If the real property is no longer needed for a Federally sponsored project, then Contractor shall request disposition instructions from DRCOG or its successor.

### **6.2 Equipment.**

In the event Contractor determines that equipment acquired under this Contract is no longer needed for the purpose of the project, Contractor may use the equipment for other activities as follows: for equipment with a current per unit fair market value of \$5,000 or more, the Contractor may retain the equipment for other uses provided that compensation is made to DRCOG. The amount of compensation shall be computed by applying the percentage of DRCOG's share in the cost of the original project or program to the current fair market value of the equipment. If the recipient has no need for the equipment, the recipient shall request disposition instructions from DRCOG.

### **6.3 Supplies.**

If there is a residual inventory of unused supplies exceeding \$5,000 in total aggregate value upon termination or completion of the project and the supplies are not needed for any other Federally sponsored program, the Contractor shall retain the supplies for use on non-Federally sponsored activities or sell them, but shall, in either case, compensate DRCOG for its share. The amount of compensation shall be computed by applying the percentage of DRCOG's share in the cost of the original project or program to the current fair market value of the supplies.

### **6.4 Disposition.**

These provisions regarding disposition of fixed assets shall survive termination of the Contract.

## **7.0 HHS GRANT**

It is agreed by the above parties that should the Department of Health and Human Services ("HHS") or the State disapprove this Contract or refuse or fail to make the grant to DRCOG as contemplated by this Contract, then this Contract shall be void and shall not be binding on any parties hereto.

## **8.0 CHANGES**

Any changes, including any increase in the amount of this Contract, which are mutually agreed upon by and between DRCOG and the Contractor, shall be incorporated in written amendments to this Contract.

## **9.0 TERMS AND CONDITIONS**

The parties agree that this Contract is also subject to the provisions set forth in the Contract between DRCOG and Contractor. If Contractor does not comply with the requirements set forth herein or in the Contract, Contractor agrees to return the value of the fixed assets to DRCOG.



## **EXHIBIT G: HIPAA BUSINESS ASSOCIATE ADDENDUM**

This Business Associate Addendum ("Addendum") is a part of the Contract between the Denver Regional Council of Governments ("DRCOG"), Area Agency on Aging, and "Contractor". For purposes of this Addendum, DRCOG, Area Agency on Aging, is referred to as "AAA" and the Contractor is referred to as "Associate". Unless the context clearly requires a distinction between the Contract document and this Addendum, all references herein to "the Contract" or "this Contract" include this Addendum.

### **RECITALS**

- A. AAA entered into a HIPAA Business Associate Addendum ("State Addendum") with the Department of Human Services, Division of Aging and Adult Services ("Covered Entity" or "CE") as required by the HIPAA Regulations, the Privacy Rule (defined below), which requires the CE, prior to disclosing protected health information to AAA, to enter into a contract containing specific requirements as set forth in, but not limited to, Title 45, Sections 160.103, 164.502(e) and 164.504(e) of the Code of Federal Regulations ("CFR") and contained in this Addendum.
- B. Associate, as a sub-grantee of AAA, has access to certain information, some of which may constitute Protected Health Information ("PHI") (defined below).
- C. As a subgrantee with access to PHI, Associate is a Business Associate and subject to obligations with respect to PHI under HIPAA in the same manner as the State Addendum.
- D. AAA and Associate intend to protect the privacy and provide for the security of PHI disclosed to Associate pursuant to this Contract in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA") and regulations promulgated thereunder by the U.S. Department of Health and Human Services (the "HIPAA Regulations") and other applicable laws, as amended.

The parties agree as follows:

#### **1. Definitions.**

a. Except as otherwise defined herein, capitalized terms in this Addendum shall have the definitions set forth in the HIPAA Privacy Rule at 45 CFR Parts 160 and 164, as amended ("Privacy Rule"). In the event of any conflict between the mandatory provisions of the Privacy Rule and the provisions of this Contract, the Privacy Rule shall control. Where the provisions of this Contract differ from those mandated by the Privacy Rule, but are nonetheless permitted by the Privacy Rule, the provisions of this Contract shall control.

b. "Protected Health Information" or "PHI" means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 CFR Section 160.103.



c. “Protected Information” shall mean PHI provided by CE or AAA to Associate or created or received by Associate on CE’s or AAA’s behalf.

## **2. Obligations of Associate.**

a. Permitted Uses. Associate shall not use Protected Information except for the purpose of performing Associate’s obligations under this Contract and as permitted under this Addendum. Further, Associate shall not use Protected Information in any manner that would constitute a violation of the Privacy Rule if so used by CE or AAA, except that Associate may use Protected Information: (i) for the proper management and administration of Associate; (ii) to carry out the legal responsibilities of Associate; or (iii) for Data Aggregation purposes for the Health Care Operations of CE. Additional provisions, if any, governing permitted uses of Protected Information are set forth in Attachment A to this Addendum.

b. Permitted Disclosures. Associate shall not disclose Protected Information in any manner that would constitute a violation of the Privacy Rule if disclosed by CE or AAA, except that Associate may disclose Protected Information: (i) in a manner permitted pursuant to this Contract; (ii) for the proper management and administration of Associate; (iii) as required by law; (iv) for Data Aggregation purposes for the Health Care Operations of CE; or (v) to report violations of law to appropriate federal or state authorities, consistent with 45 CFR Section 164.502(j)(1). To the extent that Associate discloses Protected Information to a third party, Associate must obtain, prior to making any such disclosure: (i) reasonable assurances from such third party that such Protected Information will be held confidential as provided pursuant to this Addendum and only disclosed as required by law or for the purposes for which it was disclosed to such third party; and (ii) an agreement from such third party to immediately notify Associate of any breaches of confidentiality of the Protected Information, to the extent it has obtained knowledge of such breach. Additional provisions, if any, governing permitted disclosures of Protected Information are set forth in Attachment A.

c. Appropriate Safeguards. Associate shall implement appropriate safeguards consistent with applicable law as are necessary to prevent the use or disclosure of Protected Information other than as permitted by this Contract. Associate shall maintain a comprehensive written information privacy and security program consistent with applicable law that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Associate’s operations and the nature and scope of its activities.

d. Reporting of Improper Use or Disclosure. Associate shall report to AAA in writing any use or disclosure of Protected Information other than as provided for by this Contract within five (5) days of becoming aware of such use or disclosure.

e. Associate’s Agents. If Associate uses one or more subcontractors or agents to provide services under the Contract, and such subcontractors or agents receive or have access to Protected Information, each subcontractor or agent shall sign an agreement with Associate containing substantially the same provisions as this Addendum and further identifying CE and AAA as third party beneficiaries with rights of enforcement and indemnification from such subcontractors or agents in the event of any violation of such subcontractor or agent agreement. Associate shall implement and maintain sanctions against agents and subcontractors that violate such restrictions and conditions and shall mitigate the effects of any such violation.

f. Access to Protected Information. Associate shall make Protected Information maintained by Associate or its agents or subcontractors in Designated Record Sets available to AAA by the deadline specified in a written request by AAA so that AAA may comply with any request(s) by CE to AAA for inspection and copying of records to enable CE to fulfill its obligations to permit individual access to PHI under the Privacy Rule, including, but not limited to, 45 CFR Section 164.524.

g. Amendment of PHI. By the deadline specified in a written request from AAA for an amendment of Protected Information or a record about an individual contained in a Designated Record Set, Associate or its agents or subcontractors shall make such Protected Information available to AAA to provide to CE so that CE may fulfill its obligations with respect to requests by individuals to amend their PHI under the Privacy Rule, including, but not limited to, 45 CFR Section 164.526. If any individual requests an amendment of Protected Information directly from Associate or its agents or subcontractors, Associate must notify AAA in writing within two (2) days of receipt of the request.

h. Accounting Rights. By the deadline specified in written notice by AAA of a request for an accounting of disclosures of Protected Information, Associate and its agents or subcontractors shall make available to AAA the information required to provide an accounting of disclosures so that AAA may forward such accounting disclosures on to CE so that CE may fulfill its obligations under the Privacy Rule, including, but not limited to, 45 CFR Section 164.528. As set forth in, and as limited by, 45 CFR Section 164.528, Associate shall not provide an accounting to AAA of disclosures: (i) to carry out treatment, payment or health care operations, as set forth in 45 CFR Section 164.506; (ii) to individuals of Protected Information about them as set forth in 45 CFR Section 164.502; (iii) pursuant to an authorization as provided in 45 CFR Section 164.508; (iv) to persons involved in the individual's care or other notification purposes as set forth in 45 CFR Section 164.510; (v) for national security or intelligence purposes as set forth in 45 CFR Section 164.512(k)(2); or (vi) to correctional institutions or law enforcement officials as set forth in 45 CFR Section 164.512(k)(5). Associate agrees to implement a process that allows for an accounting to be collected and maintained by Associate and its agents or subcontractors for at least six (6) years prior to the request, but not before the compliance date of the Privacy Rule. At a minimum, such information shall include: (i) the date of disclosure; (ii) the name of the entity or person who received Protected Information and, if known, the address of the entity or person; (iii) a brief description of Protected Information disclosed; and (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure. In the event that the request for an accounting is delivered directly to Associate or its agents or subcontractors, Associate shall within five (5) days of the receipt of the request forward it to AAA in writing, which will forward such request to CE. It shall be CE's responsibility to prepare and deliver any such accounting requested. Associate shall not disclose any Protected Information except as set forth in Section 2(b) of this Addendum.

i. Governmental Access to Records. Associate shall make its internal practices, books and records relating to the use and disclosure of Protected Information available to the Secretary of the U.S. Department of Health and Human Services (the "Secretary"), in a time and manner designated by the Secretary, for purposes of determining CE's compliance with the Privacy Rule. Associate shall provide to AAA a copy of any Protected Information that Associate provides to the Secretary concurrently with providing such Protected Information to the Secretary. AAA shall subsequently provide such information to CE.

j. Minimum Necessary. Associate (and its agents or subcontractors) shall only request, use and disclose the minimum amount of Protected Information necessary, to the extent practicable, to accomplish the purpose of the request, use or disclosure, in accordance with the Minimum Necessary requirements of the Privacy Rule including, but not limited to 45 CFR Sections 164.502(b) and 164.514(d).

k. Data Ownership. Associate acknowledges that Associate has no ownership rights with respect to the Protected Information.

l. Retention of Protected Information. Notwithstanding Section 4(d) of this Addendum, Associate and its subcontractors or agents shall retain all Protected Information throughout the term of this Contract and shall continue to maintain the information required under Section 2(h) of this Addendum for a period of six (6) years after termination of the Contract.

m. Associate's Insurance. Associate shall maintain casualty and liability insurance to cover loss of PHI data and claims based upon alleged violations of privacy rights through improper use or disclosure of PHI. All such policies shall meet or exceed the minimum insurance requirements of the Contract (e.g., occurrence basis, combined single dollar limits, annual aggregate dollar limits, additional insured status and notice of cancellation).

n. Notification of Breach. During the term of this Contract, Associate shall notify AAA within twenty-four (24) hours of any suspected or actual breach of security, intrusion or unauthorized use or disclosure of PHI and/or any actual or suspected use or disclosure of data in violation of any applicable federal or state laws or regulations. Associate shall take (i) prompt corrective action to cure any such deficiencies and (ii) any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations.

o. Audits, Inspection and Enforcement. Within ten (10) days of a written request by CE, Associate and its agents or subcontractors shall allow CE or AAA to conduct a reasonable inspection of the facilities, systems, books, records, agreements, policies and procedures relating to the use or disclosure of Protected Information pursuant to this Addendum for the purpose of determining whether Associate has complied with this Addendum; provided, however, that: (i) Associate and CE shall mutually agree in advance upon the scope, timing and location of such an inspection; (ii) CE shall protect the confidentiality of all confidential and proprietary information of Associate to which CE has access during the course of such inspection; and (iii) CE shall execute a nondisclosure agreement, upon terms mutually agreed upon by the parties, if requested by Associate. The fact that CE inspects, or fails to inspect, or has the right to inspect, Associate's facilities, systems, books, records, agreements, policies and procedures does not relieve Associate of its responsibility to comply with this Addendum, nor does CE's (i) failure to detect or (ii) detection, but failure to notify Associate or require Associate's remediation of any unsatisfactory practices, constitute acceptance of such practice or a waiver of CE's enforcement rights under the Contract.

p. Safeguards During Transmission. Associate shall be responsible for using appropriate safeguards to maintain and ensure the confidentiality, privacy and security of Protected Information transmitted to AAA pursuant to the Contract, in accordance with the standards and requirements of the Privacy Rule, until such Protected Information is received by AAA, and in accordance with any specifications set forth in Attachment A.

q. Restrictions and Confidential Communications. Within ten (10) business days of notice by CE of a restriction upon uses or disclosures or request for confidential communications pursuant to 45 C.F.R. 164.522, Associate will restrict the use or disclosure of an individual's Protected Information, provided Associate has agreed to such a restriction. Associate will not respond directly to an individual's requests to restrict the use or disclosure of Protected Information or to send all communication of Protected Information to an alternate address. Associate will refer such requests to the CE so that the CE can coordinate and prepare a timely response to the requesting individual and provide direction to Associate.

### **3. Obligations of AAA.**

a. Safeguards During Transmission. AAA shall be responsible for using appropriate safeguards consistent with applicable law to maintain and ensure the confidentiality, privacy and security of PHI transmitted to Associate pursuant to this Contract, in accordance with the standards and requirements of the Privacy Rule, until such PHI is received by Associate, and in accordance with any specifications set forth in Attachment A.

b. Notice of Changes. AAA shall provide Associate with a copy of any notices of changes that it receives from the State pursuant to the State Addendum, including the following: 1) notice of privacy practices produced in accordance with 45 CFR Section 164.520, as well as any subsequent changes or limitation(s) to such notice, to the extent such changes or limitations may effect Associate's use or disclosure of Protected Information; 2) any changes in, or revocation of, permission to use or disclose Protected Information, to the extent it may affect Associate's permitted or required uses or disclosures; and 3) to the extent that it may affect Associate's permitted use or disclosure of PHI, any restriction on the use or disclosure of Protected Information that CE has agreed to in accordance with 45 CFR Section 164.522. CE may effectuate any and all such notices of non-private information via posting on CE's web site. Associate shall monitor CE's designated web site for notice of changes to CE's HIPAA privacy policies and practices.

### **4. Termination.**

a. Material Breach. In addition to any other provisions in the Contract regarding breach, a breach by Associate of any provision of this Addendum, as determined by AAA, shall constitute a material breach of this Contract and shall provide grounds for immediate termination of this Contract by AAA pursuant to the provisions of the Contract covering termination for cause, if any. If the Contract contains no express provisions regarding termination for cause, the following terms and conditions shall apply:

(1) Default. If Associate refuses or fails to timely perform any of the provisions of this Contract, AAA may notify Associate in writing of the non-performance, and if not promptly corrected within the time specified, AAA may terminate this Contract. Associate shall continue performance of this Contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services elsewhere.

(2) Associate's Duties. Notwithstanding termination of this Contract, and subject to any directions from AAA, Associate shall take timely, reasonable and necessary action to protect and preserve property in the possession of Associate in which AAA has an interest.

(3) Compensation. Payment for completed supplies delivered and accepted by AAA shall be at the Contract price. In the event of a material breach under paragraph 4a, AAA

may withhold amounts due Associate as AAA deems necessary to protect AAA against loss from third party claims of improper use or disclosure and to reimburse AAA for the excess costs incurred in procuring similar goods and services elsewhere.

(4) Erroneous Termination for Default. If after such termination it is determined, for any reason, that Associate was not in default, or that Associate's action/inaction was excusable, such termination shall be treated as a termination for convenience, and the rights and obligations of the parties shall be the same as if this Contract had been terminated for convenience, as described in this Contract.

b. Reasonable Steps to Cure Breach. If AAA knows of a pattern of activity or practice of Associate that constitutes a material breach or violation of the Associate's obligations under the provisions of this Addendum or another arrangement and does not terminate this Contract pursuant to Section 4(a), then AAA shall take reasonable steps to cure such breach or end such violation, as applicable. If CE's efforts to cure such breach or end such violation are unsuccessful, AAA shall either (i) terminate the Contract, if feasible or (ii) if termination of this Contract is not feasible, AAA shall report Associate's breach or violation to the Secretary of the Department of Health and Human Services.

c. Judicial or Administrative Proceedings. Either party may terminate the Contract, effective immediately, if (i) the other party is named as a defendant in a criminal proceeding for a violation of HIPAA, the HIPAA Regulations or other security or privacy laws or (ii) a finding or stipulation that the other party has violated any standard or requirement of HIPAA, the HIPAA Regulations or other security or privacy laws is made in any administrative or civil proceeding in which the party has been joined.

d. Effect of Termination.

(1) Except as provided in paragraph (2) of this subsection, upon termination of this Contract, for any reason, Associate shall return or destroy all Protected Information that Associate or its agents or subcontractors still maintain in any form and shall retain no copies of such Protected Information. If Associate elects to destroy the PHI, Associate shall certify in writing to AAA that such PHI has been destroyed.

(2) If Associate believes that returning or destroying the Protected Information is not feasible, Associate shall promptly provide AAA notice of the conditions making return or destruction infeasible. Upon mutual agreement of AAA and Associate that return or destruction of Protected Information is infeasible, Associate shall continue to extend the protections of Sections 2(a), 2(b), 2(c), 2(d) and 2(e) of this Addendum to such information, and shall limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible.

## **5. Injunctive Relief.**

AAA shall have the right to injunctive and other equitable and legal relief against Associate or any of its subcontractors or agents in the event of any use or disclosure of Protected Information in violation of this Contract or applicable law. Associate acknowledges and agrees that in the event of such impermissible use or disclosure of Protected Information, AAA may seek injunctive relief if: (1) AAA will suffer real, immediate, and irreparable injury which will be prevented by injunctive relief; (2) that AAA has no plain, speedy, and adequate remedy at law; (3) that the granting of a preliminary injunction will promote the public interest in privacy rather than disserve the public interest; (4) that the balance of equities always favors the injunction in such cases; (5) that the injunction will preserve the status quo pending a trial on

the merits; and (6) that AAA shall not be required to demonstrate a reasonable probability of success on the merits in order to obtain injunctive relief.

#### **6. No Waiver of Immunity.**

No term or condition of this Contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions of the Colorado Governmental Immunity Act, C.R.S. 24-10-101 et seq. or the Federal Tort Claims Act, 28 U.S.C. 2671 et seq. as applicable, as now in effect or hereafter amended.

#### **7. Limitation of Liability.**

Any limitation of Associate's liability in the Contract shall be inapplicable to the terms and conditions of this Addendum.

#### **8. Disclaimer.**

AAA makes no warranty or representation that compliance by Associate with this Contract, HIPAA or the HIPAA Regulations will be adequate or satisfactory for Associate's own purposes. Associate is solely responsible for all decisions made by Associate regarding the safeguarding of PHI.

#### **9. Certification.**

To the extent that CE determines an examination is necessary in order to comply with CE's legal obligations pursuant to HIPAA relating to certification of its security practices, CE or its authorized agents or contractors, may, at CE's expense, examine Associate's facilities, systems, procedures and records as may be necessary for such agents or contractors to certify to CE the extent to which Associate's security safeguards comply with HIPAA, the HIPAA Regulations or this Addendum.

#### **10. Amendment.**

##### **a. Amendment to Comply with Law.**

The parties acknowledge that state and federal laws relating to data security and privacy are rapidly evolving and that amendment of this Addendum may be required to provide for procedures to ensure compliance with such developments. This Addendum may be amended upon written notice by AAA to Associate, provided that such amendment is necessary to assure ongoing compliance with the State Addendum, HIPAA, the Privacy Rule and other applicable laws relating to the security or privacy of PHI. The parties understand and agree that CE and AAA must receive satisfactory written assurance from Contractor that Contractor will adequately safeguard all Protected Information. Upon the request of any party, the other party agrees to promptly enter into negotiations concerning the terms of an amendment to this Addendum embodying written assurances consistent with the standards and requirements of HIPAA, the Privacy Rule or other applicable laws. AAA may terminate this Contract upon thirty (30) days written notice in the event (i) Contractor does not promptly enter into negotiations to amend this Contract when requested by CE or AAA pursuant to this Section or (ii) Contractor does not enter into an amendment to this Contract providing assurances regarding the safeguarding of PHI that CE or AAA, in their discretion, deem sufficient to satisfy the standards and requirements of HIPAA and the Privacy Rule.

b. Amendment of Attachment A.

Attachment A may be modified or amended by mutual agreement of the parties in writing from time to time without formal amendment of this Addendum.

**11. Assistance in Litigation or Administrative Proceedings.**

Associate shall make itself, and any subcontractors, employees or agents assisting Associate in the performance of its obligations under the Contract, available to CE or AAA, at no cost to CE or AAA, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against AAA, its directors, officers or employees based upon a claimed violation by associate, its subcontractors, employees or agent of HIPAA, the Privacy Rule or other laws relating to security and privacy or PHI covered by this Addendum, except where Associate or its subcontractor, employee or agent is a named adverse party.

**12. No Third-Party Beneficiaries.**

The Department of Human Services, Division of Aging and Adult Services, is a Third-Party Beneficiary to this Agreement with rights of enforcement and indemnification in the event of any violation of the Contract. Nothing express or implied in this Contract is intended to confer, nor shall anything herein confer, upon any person other than The Department of Human Services, Division of Aging and Adult Services, CE, Associate and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

**13. Interpretation and Order of Precedence.**

The provisions of this Addendum shall prevail over any provisions in the Contract that may conflict or appear inconsistent with any provision in this Addendum. Together, the Contract and this Addendum shall be interpreted as broadly as necessary to implement and comply with HIPAA and the Privacy Rule. The parties agree that any ambiguity in this Contract shall be resolved in favor of a meaning that complies and is consistent with HIPAA and the Privacy Rule. This Contract supersedes and replaces any previous separately executed HIPAA addendum between the parties.

**14. Survival of Certain Contract Terms.**

Notwithstanding anything herein to the contrary, Associate's obligations under Section 4(d) ("Effect of Termination") shall survive termination of this Contract and shall be enforceable by CE as provided herein in the event of such failure to perform or comply by the Associate.

**15. Representatives and Notice.**

a. Representatives.

For the purpose of the Contract, the individuals identified elsewhere in this Contract shall be the representatives of the respective parties. If no representatives are identified in the Contract, the individuals listed below are hereby designated as the parties' respective representatives for purposes of this Contract. Either party may from time to time designate in writing new or substitute representatives.

b. Notices.

All required notices shall be in writing and shall be hand delivered or given by certified or registered mail to the representatives at the addresses set forth below.

AAA Representative:

Name:	Tim Feld
Title:	HIPAA Compliance Coordinator
Address:	1001 17 <sup>th</sup> Street, Suite 700 Denver, CO 80202

Contractor/Business Associate Representative:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Department/Division: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_



**ATTACHMENT to EXHIBIT G**

This Attachment sets forth additional terms to the HIPAA Business Associate Addendum, which is part of the Contract between DRCOG and Contractor and is effective upon contract execution. This Attachment may be amended from time to time as provided in Section 10(b) of the Addendum.

1. Additional Permitted Uses. In addition to those purposes set forth in Section 2(a) of the Addendum, Associate may use Protected Information as follows: \_\_\_\_\_  
 None except as otherwise directed in writing by DRCOG  
 \_\_\_\_\_

2. Additional Permitted Disclosures. In addition to those purposes set forth in Section 2(b) of the Addendum, Associate may disclose Protected Information as follows: \_\_\_\_\_  
 None except as otherwise directed in writing by DRCOG  
 \_\_\_\_\_

3. Subcontractor(s). The parties acknowledge that the following subcontractors or agents of Associate shall receive Protected Information in the course of assisting Associate in the performance of its obligations under this Contract: \_\_\_\_\_  
 None except as otherwise directed in writing by DRCOG  
 \_\_\_\_\_  
 \_\_\_\_\_

4. Receipt. Associate's receipt of Protected Information pursuant to this Contract shall be deemed to occur as follows, and Associate's obligations under the Addendum shall commence with respect to such PHI upon such receipt: Upon the effective date of the contract  
 \_\_\_\_\_  
 \_\_\_\_\_

5. Additional Restrictions on Use of Data. CE is a Business Associate of certain other Covered Entities and, pursuant to such obligations of CE, Associate shall comply with the following restrictions on the use and disclosure of Protected Information: \_\_\_\_\_  
 As may be directed in writing by DRCOG or the State  
 \_\_\_\_\_  
 \_\_\_\_\_

6. Additional Terms. [This section may include specifications for disclosure format, method of transmission, use of an intermediary, use of digital signatures or PKI, authentication, additional security of privacy specifications, de-identification or re-identification of data and other additional terms.]  
 None  
 \_\_\_\_\_  
 \_\_\_\_\_

## **EXHIBIT H: E-VERIFY FEDERAL CONTRACTOR RULE EMPLOYMENT ELIGIBILITY VERIFICATION**

### **(a) Definitions. As used in this clause—**

Commercially available off-the-shelf (COTS) item—

(1) Means any item of supply that is—

- i. A commercial item (as defined in paragraph (1) of the definition at 2.101);
- ii. Sold in substantial quantities in the commercial marketplace; and
- iii. Offered to the Government, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in section 3 of the Shipping Act of 1984 (46 U.S.C. App. 1702), such as agricultural products and petroleum products. Per 46 CFR 525.1(c)(2), “bulk cargo” means cargo that is loaded and carried in bulk onboard ship without mark or count, in a loose unpackaged form, having homogenous characteristics. Bulk cargo loaded into intermodal equipment, except LASH or Seabee barges, is subject to mark and count and, therefore, ceases to be bulk cargo.

Employee assigned to the contract means an employee who was hired after November 6, 1986, who is directly performing work, in the United States, under a contract that is required to include the clause prescribed at 22.1803. An employee is not considered to be directly performing work under a contract if the employee—

- (1) Normally performs support work, such as indirect or overhead functions; and
- (2) Does not perform any substantial duties applicable to the contract.

Subcontract means any contract, as defined in 2.101, entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract. It includes but is not limited to purchase orders, and changes and modifications to purchase orders.

Subcontractor means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime Contractor or another subcontractor.

United States, as defined in 8 U.S.C. 1101(a)(38), means the 50 States, the District of Columbia, Puerto Rico, Guam, and the U.S. Virgin Islands.

### **(b) Enrollment and verification requirements.**

(1) If the Contractor is not enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall—

- i. Enroll. Enroll as a Federal Contractor in the E-Verify program within 30 calendar days of contract award;
- ii. Verify all new employees. Within 90 calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); and
- iii. Verify employees assigned to the contract. For each employee assigned to the contract, initiate verification within 90 calendar days after date of enrollment or within 30 calendar days of the employee’s assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section).

- (2) If the Contractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall use E-Verify to initiate verification of employment eligibility of—
- i. All new employees.
    - (A) Enrolled 90 calendar days or more. The Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or
    - (B) Enrolled less than 90 calendar days. Within 90 calendar days after enrollment as a Federal Contractor in E-Verify, the Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or
  - ii. Employees assigned to the contract. For each employee assigned to the contract, the Contractor shall initiate verification within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section).
- (3) If the Contractor is an institution of higher education (as defined at 20 U.S.C. 1001(a)); a State or local government or the government of a Federally recognized Indian tribe; or a surety performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond, the Contractor may choose to verify only employees assigned to the contract, whether existing employees or new hires. The Contractor shall follow the applicable verification requirements at (b)(1) or (b)(2), respectively, except that any requirement for verification of new employees applies only to new employees assigned to the contract.
- (4) Option to verify employment eligibility of all employees. The Contractor may elect to verify all existing employees hired after November 6, 1986, rather than just those employees assigned to the contract. The Contractor shall initiate verification for each existing employee working in the United States who was hired after November 6, 1986, within 180 calendar days of—
- i. Enrollment in the E-Verify program; or
  - ii. Notification to E-Verify Operations of the Contractor's decision to exercise this option, using the contact information provided in the E-Verify program Memorandum of Understanding (MOU).
- (5) The Contractor shall comply, for the period of performance of this contract, with the requirements of the E-Verify program MOU.
- i. The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Contractor's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Contractor will be referred to a suspension or debarment official.
  - ii. During the period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the Contractor is excused from its obligations under paragraph (b) of this clause. If the suspension or debarment official determines not to suspend or debar the Contractor, then the Contractor must reenroll in E-Verify.

**(c) Web site.** Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

**(d) Individuals previously verified.** The Contractor is not required by this clause to perform additional employment verification using E-Verify for any employee—

- (1) Whose employment eligibility was previously verified by the Contractor through the E-Verify program;
- (2) Who has been granted and holds an active U.S. Government security clearance for access to confidential, secret, or top secret information in accordance with the National Industrial Security Program Operating Manual; or
- (3) Who has undergone a completed background investigation and been issued credentials pursuant to Homeland Security Presidential Directive (HSPD)-12, Policy for a Common Identification Standard for Federal Employees and Contractors.

**(e) Subcontracts.** The Contractor shall include the requirements of this clause, including this paragraph (e) (appropriately modified for identification of the parties), in each subcontract that—

- (1) Is for—(i) Commercial or noncommercial services (except for commercial services that are part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item); or (ii) Construction;
- (2) Has a value of more than \$3,000; and
- (3) Includes work performed in the United States.

## ATTACHMENT A



## ACH Payment Request Form

**\*Email request to: Accountspayable@drcog.org**

**Section 1 Your Company Information:**

Company Name: \_\_\_\_\_ FED ID: \_\_\_\_\_  
 Requested by: \_\_\_\_\_ Telephone Number: \_\_\_\_\_

**Email address(s) (this is for payment notifications):** \_\_\_\_\_  
 \_\_\_\_\_

**Section 2 Bank Information\*:**

Name of Financial Institution: \_\_\_\_\_  
 Routing Number: \_\_\_\_\_  
 Account Number: \_\_\_\_\_

**ACH Information:** By submitting this form, you authorize DRCOG to initiate ACH transactions to the account noted above.

**\*Please include a voided check or official bank letter with this form.**

**For Internal Use Only**

Input in GP: \_\_\_\_\_  
 Prenote completed: \_\_\_\_\_ Verified by: \_\_\_\_\_

### **EXHIBIT 3 - Authorization for Release of Information to DOUGLAS COUNTY**

**EXHIBIT 3**  
**Authorization for Release of Information to**  
**DOUGLAS COUNTY**

**Applicant Name (printed):** \_\_\_\_\_

In an effort to better serve applicants requesting our services, we are requesting your consent to disclose certain information you provide to us, which may include personally identifying information or protected health information. Your consent to the disclosure and use of any such protected information is voluntary, and you are not required to consent to the use or disclosure of such information. If you choose not to consent to the disclosure and use of your information, you may still be eligible for certain services but Douglas County may not be able to provide grant funds to assist you in paying for those services.

**What Disclosure You Are Authorizing**

Federal and/or state law may prohibit the disclosure of protected information you have provided absent express written consent. By signing this Authorization for Release of Information, you are providing express written consent to the disclosure of your information as described in this form.

By signing this form, you consent to the disclosure of your information to Douglas County and any agencies to whom Douglas County is obligated to provide such information for purposes of reporting activity to funding agencies. You agree to the release of information such as name; date of birth; partial social security number; address and contact information; gender; income; prescription history; and the fact of certain medical and/or mental health conditions. We DO NOT track or disclose information regarding your HIV or STD status or patient records regarding substance use.

**Important Information About Your Consent**

Please be aware that the information disclosed based on this authorization may be redisclosed by a recipient and no longer protected by federal or state privacy laws. Not all persons or entities are required to comply with these laws. By signing this form, you release Douglas County from any, and all, liability arising out of or related to the disclosure of information permitted in this form.

**Termination of Consent**

This consent may be terminated at any time by providing written notice to *[insert agency name]* by email at *[insert agency email address]* or by delivering a written termination of consent to *[insert agency address]*. This consent will automatically expire 90 days after assistance or services cease if consent was not previously terminated. Upon receipt of a written termination or expiration of this consent, information may continue to be used and disclosed only to the extent required for reporting purposes for any previously administered services for up to \_\_\_\_\_ days.

**Acknowledgment: By signing this form, I acknowledge that I have read this form and voluntarily agree to its terms.**

Printed Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Name of agency collecting this Authorization:**

\_\_\_\_\_

**EXHIBIT 4 – DOUGLAS COUNTY Community Services System of Care  
User Confidentiality Agreement**



**EXHIBIT 4**  
**DOUGLAS COUNTY COMMUNITY SERVICES SYSTEM OF CARE**  
**User Confidentiality Agreement**

In an effort to hold a high standard of data stewardship, I, the undersigned user of the Douglas County Community Services System of Care Data System, herein referred to as “the System,” acknowledge that I have been informed and am aware of the confidential nature of the information provided and accessible to me through my use of the System.

I am advised and aware that:

1. Any information received directly from a resident, though a reports and/or stored record shall be confidential.
2. Information may only be shared with an agency, organization or individual for whom consent has been obtained through a signed Authorization for Release of Information by the resident.
3. Nothing in this agreement shall prevent me from commenting publicly about general trends, concerns or aggregate de-identifiable data.
4. Exceptions to this confidentiality agreement will be made as required by state law as it pertains to the mandatory reporting of abuse and neglect of children and at-risk adults.
5. Douglas County will not indemnify me, defend me, or contribute financially to my defense should civil or criminal claims be made against me if I choose to speak publicly concerning information obtained through the System.
6. Any breach of this agreement, including the unauthorized release of confidential information, may be punishable by law, subject me to discipline by my employer and/or result in my removal from future participation in the System.

Printed Name \_\_\_\_\_

Date \_\_\_\_\_

Signature \_\_\_\_\_

Agency \_\_\_\_\_

**EXHIBIT 5 – DOUGLAS COUNTY Community Services Partners  
Data Security Procedures**

## **EXHIBIT 5**

### **Data Security Procedures**

#### **Security Best Practices**

The Douglas County Cyber Security Team advises all users of the System to practice the following procedures to the best of their organization's ability.

##### **Personal**

- Only authorized users will be permitted access to the Douglas County Community Services System (System).
- All authorized users will be required to sign a confidentiality agreement.
- No data accessed from the System will be shared with non-authorized personnel, including physical copies.
- Keep aware of new cyber security threats and devise education and training to defend against them.
- Be wary and report any attempts to gather data by non-authorized parties, either through social engineering, phishing emails, or other means, to Community Services program staff contact.
- Report any additional incidents to Douglas County program staff.

##### **Technical**

- Computers and other devices used to access the System at the agency or by the agency authorized users will have anti-virus and/or advanced malware detection which is run at regular intervals.
- Keep all systems up-to-date with current software patching (Windows Updates, application patches, appliance firmware, drivers, etc).
- Do not save any sensitive, private, or personal data locally outside of the application.
- Control physical access to computers that have authorized access to the System.
- Never share a password with any person or save a password locally; and if a password needs reset, the user will contact the designated Douglas County employee for assistance.

##### **Roles and Access**

Each organization should create an internal policy that defines what personnel roles will have access to the System, who participates in those roles and periodically audit these roles.

##### **Incident Reporting**

In the event of an incident, all relevant information must be relayed as early as possible to the Douglas County Department of Community Development. Douglas County has an obligation to report data breaches within a statutory deadline.

The following are examples (but not an exhaustive list) of incidents:

- Unauthorized user accesses the system
- Computer that accesses constituent data is compromised by ransomware or virus
- Repeated phishing attempts at authorized personnel
- Social engineering or impersonation attempt to gain access to the system
- Unknown external media (usb, etc) is used on computers that accesses the System
- Computer previously used to access the system is removed through theft or unknown loss
- Unknown performance problems on any computer used to access the System

Partners should feel confident to contact [CRSgrants@douglas.co.us](mailto:CRSgrants@douglas.co.us) to leverage Douglas County cyber security professional expertise in the identification of potential incidents are other educational correspondence.

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www.douglas.co.us

**MEETING DATE:** July 8, 2025

**STAFF PERSON RESPONSIBLE:** Jennifer D'Ambrosio, Community Programs Coordinator

**DESCRIPTION:** Subgrantee Agreement for Older Adult Chore and Assisted Transportation Services Between Douglas County and Aging Resources of Douglas County in the Amount of \$114,965.00.

**SUMMARY:** This request is for approval of the subgrantee agreement for older adult chore and assisted transportation services between Douglas County and Aging Resources of Douglas County (ARDC) in the amount of \$114,965. This subgrantee agreement will provide 534 hours of chore services and 2,827 one-way trips to older adults in Douglas County. The term of the agreement is July 2025 through June 2026.

**RECOMMENDED ACTION:** Staff recommends approval of the subgrantee agreement for older adult chore and assisted transportation services between Douglas County and ARDC in the amount of \$114,965.

**REVIEW:**

Jennifer Eby	Delegated	6/25/2025
Rand Clark	Approve	6/25/2025
Jeff Garcia	Approve	6/30/2025
Andrew Copland	Approve	6/30/2025
Doug DeBord	Approve	7/1/2025
Jennifer Eby - FYI	Notified - FYI	7/1/2025

**ATTACHMENTS:**

ARDC 25-26 Staff Report

## Subgrantee Agreement Staff Report

**Date:** June 24, 2025

**To:** Douglas County Board of County Commissioners

**Through:** Douglas J. DeBord, County Manager

**From:** Jennifer L. Eby, AICP, Director of Community Services

**CC:** Jennifer A. D'Ambrosio, Community Programs Coordinator  
Allison E. Cutting, Supervisor, Community Services  
Rand M. Clark, CCAP, NCRT, Assistant Director of Community Services

**Subject:** **Subgrantee agreement for older adult chore and assisted transportation services between Douglas County and Aging Resources of Douglas County in the amount of \$114,965.**

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Board of County Commissioners' Business Meeting

July 8, 2025 @ 1:30 p.m.

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### **I. EXECUTIVE SUMMARY**

This request is for approval of the subgrantee agreement for older adult chore and assisted transportation services between Douglas County and Aging Resources of Douglas County (ARDC) in the amount of \$114,965. This subgrantee agreement will provide 534 hours of chore services and 2,827 one-way trips to older adults in Douglas County. The term of the agreement is July 2025 through June 2026.

### **II. REQUEST**

Staff recommends approval of the subgrantee agreement for older adult chore and assisted transportation services between Douglas County and ARDC in the amount of \$114,965.

### **III. BACKGROUND**

On June 10, 2025, the Board of County Commissioners (BCC) approved Amendment No. 1 of the Denver Regional Council of Governments (DRCOG) Older Americans Act (OAA) contract EX24015 for older adult services and assisted transportation from July 2025 through June 2026.

Douglas County subgrants funds to local providers who request support through a competitive application process for a two-year period. ARDC applied to receive DRCOG chore service and assisted transportation funding through the County's 2024 joint application process. ARDC is a current Douglas County community partner who uses DRCOG grant funds to provide chore services and assisted transportation at no cost to residents in need.

### **IV. DISCUSSION**

Community-based chore services allow residents to remain safely in their own homes. This subgrantee agreement will provide 534 hours of chore services.

All Douglas County adults, age 60 and older, regardless of geographic location, are eligible to receive door-to-door transportation services from this program. These services provide access to vital resources, recreation, medical care, and groceries, and contribute to a resident's overall

quality of life. This subgrantee agreement will provide 2,827 one-way trips to eligible Douglas County residents.

Service	Units	Amount
Homemaker	534	\$ 16,020
Personal Care	2,827	\$ 98,945
Total:		\$ 114,965

**V. RECOMMENDED ACTION**

Staff recommends approval of the subgrantee agreement for older adult chore and assisted transportation services between Douglas County and ARDC in the amount of \$114,965 as it complies with all federal, state, and County approval standards and policies.

<b><u>ATTACHMENTS</u></b>	<b><u>PAGE</u></b>
Subgrantee Agreement ARDC Chore and Assisted Transportation Services .....	3

**SUBGRANTEE AGREEMENT  
ARDC CHORE AND ASSISTED TRANSPORTATION SERVICES**

<b>Project Title</b> ARDC Chore and Assisted Transportation Services	<b>Agreement Number</b> ARDCCHORETRANS2526		
<b>Grantee</b> Aging Resource of Douglas County (ARDC)	<b>Agreement Performance Beginning Date</b> July 1, 2025		
<b>Grantee Unique Entity ID:</b> W86NEMNZS9K9	<b>Agreement Performance Expiration Date</b> June 30, 2026		
<b>Grant Maximum Amount:</b> \$114,965.00	<b>CFDA Number:</b> N/A		
<b>Agreement Purpose</b> The purpose of this agreement is to improve chore and assisted transportation options for vulnerable seniors age 60 and older in all parts of Douglas County.			
<b>Exhibits and Order of Precedence</b> The following Exhibits and attachments are included with this Agreement: <ol style="list-style-type: none"> <li>1. Exhibit 1, Scope of Work and Conditions</li> <li>2. Exhibit 2, Amended Contract EX24015</li> <li>3. Exhibit 3, Release of Information</li> <li>4. Exhibit 4, Generic Confidentiality Agreement</li> <li>5. Exhibit 5, Data Security Procedures</li> </ol> <p>In the event of a conflict or inconsistency between this Agreement and any Exhibit or attachment, such conflict or inconsistency shall be resolved by reference to the documents in the following order of priority:</p> <ol style="list-style-type: none"> <li>1. The provisions of the other sections of the main body of this Agreement</li> <li>2. Exhibit 1, Scope of Work and Conditions</li> <li>3. Executed Option Letters (if any)</li> </ol>			
<b>Principal Representatives:</b>  <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; vertical-align: top;"> <b>For Douglas County:</b>            Jennifer D'Ambrosio            100 Third Street            Castle Rock, CO 80104            CRSgrants@douglas.co.us         </td> <td style="width: 50%; vertical-align: top;"> <b>For Grantee:</b>            Karie Erickson            104 Fourth Street            Castle Rock, CO 80109            kerickson@douglas.co.us         </td> </tr> </table>		<b>For Douglas County:</b> Jennifer D'Ambrosio 100 Third Street Castle Rock, CO 80104 CRSgrants@douglas.co.us	<b>For Grantee:</b> Karie Erickson 104 Fourth Street Castle Rock, CO 80109 kerickson@douglas.co.us
<b>For Douglas County:</b> Jennifer D'Ambrosio 100 Third Street Castle Rock, CO 80104 CRSgrants@douglas.co.us	<b>For Grantee:</b> Karie Erickson 104 Fourth Street Castle Rock, CO 80109 kerickson@douglas.co.us		

THIS SUB GRANTEE AGREEMENT (“Agreement”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2025, by and between **THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS, STATE OF COLORADO** (“County”) and **AGING RESOURCES OF DOUGLAS COUNTY (ARDC)**, a corporation authorized to do business in Colorado (“Sub Grantee”), each acting by and through its duly authorized officers. The County and the Sub Grantee hereinafter collectively referred to as the “Parties” and individually to as a “Party.”

**WHEREAS:**

1. The County, acting in its role as grantee for funding under Title III of the Older Americans’ Act (OAA), the State of Colorado Funding for Senior Services (SFSS), and American Rescue Plan Act Funding (ARPA) grant awarded by the Denver Regional Council of Governments (DRCOG), is able to receive and dispense federal and state funds upon reimbursement from DRCOG.
2. Consistent with DRCOG procedural requirements, the County submitted an application for local older adult personal care services funding assistance.
3. The County and DRCOG entered into amended contract EX24015. Douglas County received a total grant award of \$792,516.00 (\$704,422.00 in OAA, SFSS, and/or ARPA grant funds and \$88,094.00 in match funds) for homemaker and personal care services for older adults and will use a maximum amount of **\$114,965.00** on behalf of the subgrantee. This Agreement is intended to memorialize the terms under which the Sub Grantee is to receive the DRCOG grant funds.

**NOW, THEREFORE,** the County and the Sub Grantee agree as follows:

**I. SCOPE OF WORK; APPROVED BUDGET; AND PROVISIONS**

**1.01 Scope of Work.** The Sub Grantee agrees to perform and complete the Scope of Work and Conditions specified in **Exhibit 1** (“Scope of Work”), attached hereto and incorporated herein, in accordance with the terms and conditions of this Agreement and in accordance with all the terms and conditions contained in **Exhibit 2** (Amended Contract EX24015 (“DRCOG Contract”)), attached hereto and incorporated herein. Such terms and conditions include, but are not limited to, all supplemental terms and conditions set forth in Exhibit B to the DRCOG Contract, which are incorporated herein. In the event any provisions contained in this Agreement and/or the Scope of Work conflict with the terms of the DRCOG Contract, the DRCOG Contract shall be controlling. The Scope of Work describes the activities to be completed by the Sub Grantee and includes milestones and completion dates. All Scope of Work activities must be consistent with the approved Scope of Work, including the budget. Any proposed change in the Scope of Work must be submitted to the County’s Project Manager for written approval. A change in the Scope of Work is not effective until the Sub Grantee receives written approval from the County.



**1.02 Approved Budget.** The Sub Grantee agrees to complete the Scope of Work in accordance with the approved budget set forth in **Exhibit 1**.

**1.03 Provisions.** The Sub Grantee agrees to comply with all provisions in this Agreement including all exhibits.

## **II. AUTHORIZED USE OF GRANT FUNDS; ELIGIBILITY OF COSTS**

**2.01 Authorized Use of Grant Funds.** The Sub Grantee is only authorized to use the grant funds awarded under this Agreement for cost directly incurred for the Scope of Work activities during the Project Activity Period as specified in **Exhibit 1**. The Sub Grantee shall administer services funded through this Agreement in accordance with the Older Americans Act; all applicable provisions of the Colorado Revised States; 12 CCR 2510-1, Older Americans Act (OAA) Programs (Rule Manual Volume 10); Colorado Department of Human Services, Division of Aging and Adult Services, State Unit on Aging (SUA) Policy and Procedures Manual; and the DRCOG Contract Management Manual, as may be amended from time to time. Sub Grantee is subject to all provisions of DRCOG's contract with CDHS.

**2.02 Eligibility of Costs.** All expenses are subject to DRCOG regulations including, but not limited to:

- All applicable provisions of 2 CFR part 200, 2 CFR part 300 and 45 CFR part 74 and 45 CFR, Part 92 regarding uniform requirements for the administration of Department of Health and Humans Services (HHS) grants and principles for determining costs applicable to activities assisted by HHS grants.

All expenses are also subject to the provisions outlined in the DRCOG Contract.

## **III. AWARD AMOUNT, MATCH, AND PAYMENT**

**3.01 Project Amount.** The total budget of this Scope of Work is **\$114,965.00**.

**3.02 Maximum Grant Amount.** The County awards to the Sub Grantee a grant of **\$114,965.00** ("Maximum Grant Amount") to complete approximately **534 units (hours) of chore services and 2,827 units (one-way trips) of assisted transportation services** as outlined in the Scope of Work. In no event will the County's obligation under this Agreement be more than the Maximum Grant Amount. The County shall bear no responsibility for cost overruns that may be incurred by the Sub Grantee in the performance of the Scope of Work.

**3.03 Local Match.** A local match from the County is required for this operating grant. This requirement will be covered through the County's general fund budget. The local match shall not increase the Maximum Grant Amount.

**3.04 Reimbursement Contingent Upon the Availability of the Local Match.** Reimbursement is subject to and contingent upon the continuing availability of the required local match. The parties hereto expressly recognize that the Sub Grantee is to be paid, reimbursed, or otherwise compensated with funds provided to the County by DRCOG that are contingent upon the availability of the required local match. If, for whatever reason, the local match is insufficient, the County is only required to reimburse the Sub Grantee from such funds or any part thereof that are received from DRCOG based on the local match provided.

**3.05 Reimbursement.** Expenses will be reimbursed by the County for 100 percent of all eligible costs which have been paid to the County by DRCOG. Invoiced expenditures with all required documentation must be submitted to the Project Manager no later than the fifth day of the following month in order to be reimbursed for expenses from the previous month. Sub Grantees must use the approved forms and submit all required documentation as specified.

Sub Grantees shall submit any additional data or other information requested by the County to support the Sub Grantee's reimbursement request and shall submit any additional data or information that may be required by the federal government for reporting to DRCOG and the State of Colorado.

Upon the County's review and approval of the Sub Grantee's reimbursement request, the County will distribute to the Sub Grantee the approved reimbursement amount. The County may deny part, or all, of any reimbursement request if it believes that it is not a supportable Scope of Work expense. No reimbursement will be made which would cause the distribution of grant funds to exceed, cumulatively, such payment limits in Section 3.02. The County may withhold payment if the Sub Grantee is not current in its reporting requirements under Article V. Distribution of any funds or approval of any report is not to be construed as a County waiver of any Sub Grantee noncompliance with this Agreement.

**3.06 Repayment of Unauthorized Use of Grant Funds.** Upon a finding by the County that the Sub Grantee has made unauthorized or undocumented use of grant funds, and upon a demand for repayment issued by the County, the Sub Grantee agrees to promptly repay such amounts to the County.

**3.07 Reversion of Unexpended Grant Funds.** All funds granted by the County under this Agreement that have not been expended for Scope of Work activities taking place during the Project Activity Period, as defined in Section

6.01 below, shall revert back to DRCOG. Sub Grantee must meet the timeframes outlined in the County's agreement with DRCOG.

**3.08 Grant Contingent upon State or Federal Funding.** This Agreement is subject to and contingent upon the continuing availability of State Older Coloradoan's funds, or Federal Older Americans' Act funds for the purposes thereof. The parties hereto expressly recognize that the Sub Grantee is to be paid, reimbursed, or otherwise compensated with funds provided to the County by DRCOG. DRCOG receives these funds from the State of Colorado, State Funding for Senior Services, or the Federal Older Americans' Act, and therefore, the Sub Grantee expressly understands and agrees that all its right, demands, and claims to compensation arising under this Agreement are contingent upon receipt of such funds from DRCOG. In the event that such funds or any part thereof are not received from DRCOG, the County may immediately terminate this Agreement without liability, including liability for termination costs.

#### **IV. ACCOUNTING AND RECORDKEEPING REQUIREMENTS**

**4.01 Documentation of Scope of Work Costs.** All Scope of Work expenses must be supported by proper documentation, including properly executed payrolls, effort reporting or time records, invoices, contracts, receipts for expenses, or vouchers, evidencing in detail the nature and propriety of the charges.

**4.02 Establishment and Maintenance of Scope of Work Information.** The Sub Grantee agrees to establish and maintain accurate, detailed, and complete separate books, accounts, financial records, documentation, and other evidence relating to (a) Sub Grantee's performance under this Agreement, and (b) the receipt and expenditure of all grant funds and the Sub Grantee's match documentation (if required) under this Agreement. The Sub Grantee shall establish and maintain all such information in accordance with generally accepted accounting principles and practices and shall remain intact all Scope of Work information until the latest of:

- A. Six (6) years following the term of this Agreement; or
- B. If any litigation, claim, or audit is commenced during either such period, when all such litigation claims or audits have been resolved.

**4.03 Compliance with HB 18-1128.** Sub Grantee shall comply with the applicable provisions of House Bill 18-1128 Concerning Strengthening Protections for Consumer Data Privacy, including any updates or amendments thereto. Compliance shall include, without limitation, compliance with all required procedures set forth in subpart F of the Scope of Work attached hereto. Sub Grantee shall be a "Third-Party Service Provider" as defined in C.R.S. § 24-73-103(1)(i), shall maintain security procedures and

practices consistent with C.R.S. § 24-73-101, *et seq.*, and has a statutory duty to notify and cooperate with the County in the event of a security breach that compromises personally identifiable information (PII), which means any information maintained about an individual that can be used to distinguish or trace an individual's identity, including but not limited to name; social security number; date and place of birth; mother's maiden name; biometric records; other information linked or linkable to an individual such as medical, educational, financial and employment information; and any other information encompassed in C.R.S. § 24-72-501.

**4.04 Audit Requirements.** The Contractor shall ensure that an annual independent audit is conducted of the Contractor's financial records in accordance with the requirements of Title II Part 200 of the Code of Federal Regulations, which supersedes Office of Management and Budget (OMB) Circular A-133. The Contractor shall, upon request, make a copy of the audit available for review by DRCOG and/or SUA. All activities and costs charged under this Contract shall be in accordance with the provisions of the Older Americans Act, Colorado Revised Statutes, Rule Manual Volume 10 and the SUA Policy and Procedure Manual, as from time to time amended, including but not limited to compliance with cost principles set forth in: Title II Part 200 of the Code of Federal Regulations and Government Audit Standards regardless of the amount of Federal funding the Contractor receives. Federal Acquisition Regulations at 48 C.F.R. Part 31.2 shall also apply when applicable. Should an audit or other financial review disallow any reimbursed costs, the disallowed funds shall be returned to DRCOG or, in DRCOG's discretion and to the extent permitted by Federal and State law and regulations, offset against current or future payments to Contractor. Failure to fulfill these audit obligations is a breach of this Contract and will subject Contractor to all remedies available herein and at law, including all funds being due and payable back to DRCOG.

**4.05** The Sub Grantee agrees to provide the Project Manager with a report of all audits performed.

## **V. REPORTING AND MONITORING REQUIREMENTS**

**5.01 Progress Reports.** The Sub Grantee shall provide information about its progress in the Monthly Reimbursement Request forms it submits to the Project Manager. These reports shall include personal care units of service information from customer surveys, and copies of marketing materials, as applicable. The Sub Grantee shall provide applicable details and information including: data, explanations, descriptions, copies, and sample documents of milestone activities. If there is more than a ten percent deviation from the numbers listed in the milestones in the Scope of Work (**Exhibit 1**), an

explanation for that deviation to the progress report(s) shall be added. Progress and change over time shall be evaluated and reported.

A template report form and/or access to the County's electronic data system shall be provided by Douglas County. The Sub Grantee must use the template(s) and electronic format provided for its reports. The Sub Grantee must also submit to the County any other forms and documentation related to the grant that the County requests. The County will furnish electronic copies of all template report forms to be completed and submitted.

**5.02 Contents of Reports; Copies.** The Sub Grantee agrees to report completely and to provide the County with any additional or follow-up information as may be requested by the County.

**5.03 Other Monitoring Activities.** To assist the County in monitoring compliance with this Agreement, the Sub Grantee agrees to attend regularly scheduled Sub Grantee meetings as requested by the County and to permit site visits by County staff during business hours, upon reasonable notice. The Sub Grantee agrees to submit to the County a copy of any promotional information regarding the Scope of Work disseminated by the Sub Grantee during the term of this Agreement.

**5.04 Changed Conditions.** The Sub Grantee shall use due diligence to achieve the milestones set forth in the Scope of Work. The Sub Grantee agrees to notify the County immediately of any development that has or will have a significant impact on performance of the Scope of Work, including, but not limited to, any problems, delays, or adverse conditions that materially impair the ability to meet the objectives of the Scope of Work in accordance with the terms of this Agreement. The notice shall include a statement of action taken or contemplated and any assistance needed to resolve the situation. Additionally, the County will monitor performance on a quarterly basis to ensure milestones are achieved. A ten percent (10%) variance less than or greater than the target will be accepted.

**5.05 Special Reporting Requirements.** The County is required to report to DRCOG regarding Grant Program Activities. Accordingly, the Sub Grantee agrees to provide the County with any additional follow-up information reasonably requested by the County, in order to meet the County's reporting requirements.

## **VI. PROJECT ACTIVITY PERIOD; TERM; TERMINATION**

**6.01 Project Activity Period.** This Project Activity Period will begin on **July 1, 2025, or the date of execution of DRCOG contract, whichever comes later,** and will end on **June 30, 2026.**

**6.02 Term.** The term of this Agreement shall extend from the Effective Date of this Agreement to a date sixty (60) calendar days following the end of the Project Activity Period defined in Section 6.01 to permit close out of this Agreement.

**6.03 Termination by County for Convenience.** The County may terminate this Agreement at any time and for any reason by providing the Sub Grantee written notice of such termination at least thirty (30) calendar days prior to the effective date of such termination. Upon such termination, the Sub Grantee shall be entitled to compensation for Scope of Work activities in accordance with this Agreement which were incurred prior to the effective date of the termination, but not exceeding the limits in Section 3.02.

**6.04 Termination Due to Loss of Funding.** The parties acknowledge and agree that Sub Grantee is to be paid, reimbursed or otherwise compensated for the services set forth herein with funds provided to the County by DRCOG. Sub Grantee expressly understands and agrees that all its rights, demands, and claims to compensation arising under this Agreement are contingent upon the County's receipt of such funds from DRCOG. In the event that such funds, or any part thereof, are not received by the County, the County may immediately terminate this Agreement without liability, including costs for termination.

**6.05 Termination for Noncompliance.** If there has been a material failure to comply with the provisions of this Agreement by either party (a "breach"), the other party may terminate this Agreement after seven (7) calendar days' written notice to the party in breach if such breach is not cured within the seven (7) day period. A material failure of the Sub Grantee to make reasonable progress toward completion of the Scope of Work without good cause and without providing the notices required by Section 5 constitutes a breach. At the County's option, the County may withhold payment of invoices during any period in which the Sub Grantee is noncompliant with this Agreement. If the County finds that the Sub Grantee's noncompliance is willful and unreasonable, the County may terminate or rescind this Agreement and require the Sub Grantee to repay the grant funds in full or in a portion determined by the County, except that Sub Grantee shall not be required to repay funds that the County has reviewed, approved, and distributed except as provided for in Sections 3.05 and 3.06.

**6.06 Effect of Scope of Work Closeout or Termination.** The Sub Grantee agrees that Scope of Work closeout or termination of this Agreement does not invalidate continuing obligations imposed on the Sub Grantee by this Agreement. Project closeout or termination of this Agreement does not alter the County's authority to disallow costs and recover funds based on a later audit or other review, and does not alter the Sub Grantee's obligation to return any funds due to the County as a result of later refunds, corrections, or other transactions.

## **VII. CONTACT PERSONS; PROJECT MANAGER**

**7.01 Contact Persons.** The authorized persons for receipt notices, reports, invoices, and approvals under this Agreement are the following:

**The County:**

Name: Jennifer D'Ambrosio  
Title: Community Programs Coordinator  
Mailing Address: 100 Third Street  
Castle Rock, CO 80104  
Phone: 303-660-7460  
Email: crsgrants@douglas.co.us

**The Sub Grantee:**

Name: Karie Erickson  
Title: Executive Director  
Mailing Address: 104 Fourth Street  
Castle Rock, CO 80109  
Phone: 303-814-4300  
Email: kerickson@douglas.co.us

or such other person as may be designated in writing for itself by either party.

**7.02 County's Project Manager.** The County's Project Manager for purposes of administration of this Agreement is the person listed for the County in Section 7.01, or such other person as may be designated in writing by the County. However, nothing in this Agreement will be deemed to authorize the Project Manager to execute amendments to this Agreement on behalf of the County.

**7.03 Sub Grantee Project Manager.** The Sub Grantee's Project Manager for purposes of administration of this Agreement is the person listed for the Sub Grantee in Section 7.01, or such person as may be designated in writing by the Sub Grantee. However, nothing in this Agreement will be deemed to authorize the Project Manager to execute amendments to this Agreement on the behalf of the Sub Grantee unless otherwise noted.

**7.04 Notice.** Notice to any party under this Agreement shall be made in writing, addressed as set forth above, and shall be delivered personally during normal business hours, or by prepaid first-class U.S. mail, e-mail or such other method authorized in writing by the party's Project Manager. Mailed notices shall be deemed effective upon receipt or three (3) days after the date of mailing, whichever is earlier. Email notices shall be effective upon receipt. The parties may from time to time designate substitute addresses or persons where and to whom such notices are to be mailed or delivered, but such substitutions shall not be effective until actual receipt of written notification.

## VIII. GENERAL CONDITIONS

**8.01 Amendments.** The terms of this Agreement may be changed only by mutual agreement of both parties. Such changes shall be effective only upon the execution of written amendments signed by authorized officers of the parties to this Agreement.

**8.02 Assignment and Sub Grants.** The Sub Grantee shall not assign, sub grant, sublet, or transfer any Scope of Work activities without receiving express written consent of the County. Any attempt at assignment, sub granting, subletting, or transferring without such consent shall be void. Activities listed in the Scope of Work shall constitute written consent by the County. Any assignment, sub grant, sublet, or transfer by the Sub Grantee shall be subject to compliance with all terms and conditions of this Agreement including Exhibits 1 and 2.

**8.03 Liability.** The parties expressly agree that they do not contractually waive any limitations on liability or other immunities or defenses available to them by statute or common law, or activities undertaken pursuant to this Agreement. The Parties understand and agree that the County, its commissioners, officials, officers, directors, agents, and employees, are relying on, and do not waive or intend to waive by any provisions of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101 through 120, or otherwise available to the County.

**8.04 Relationship of the Parties.** Nothing in this Agreement is intended or should be construed in any matter as creating or establishing the relationship of co-partners or a joint venture between the Sub Grantee and the County, nor creating third party beneficiary rights against the County or Sub Grantee, including but not limited to, Sub Grantee's contractors or subcontractors.

**8.05 Indemnification.** The Sub Grantee assumes liability for and agrees to defend, indemnify, and hold harmless the County, its officers, employees, agents, residents, and tax payers from and against all losses, damages, expenses, liability, claims, suits, or demands, including, without limitation, attorney's fees, arising out of, resulting from this Agreement, or relating to the performance of the Scope of Work by the Sub Grantee or Sub Grantee employees, agents, or contractors. In addition, the Sub Grantee shall comply with all indemnification and insurance requirements set forth in Exhibit D to the DRCOG Contract. If Sub Grantee is served with a pleading or other document in connection with an action before a court or administrative decision-making body, and such pleading or document relates to this Agreement or may affect Sub Grantee's ability to perform its obligations under this Agreement, Sub Grantee shall, within 3 days after being served, provide



notice to the County of such action and deliver copies of such pleading or document to the County/

**8.06 Acknowledgement.** The Sub Grantee shall appropriately acknowledge the support received under “the Older Americans Act” in any promotional materials, reports, and publications relating to the Scope of Work.

**8.07 Jurisdiction, Venue, and Applicable Law.** Venue for all legal proceedings arising out of this Agreement, or breach of this Agreement, shall be in state or federal court with competent jurisdiction in Douglas County, Colorado. All matters relating to the performance of this Agreement shall be controlled by and determined in accordance with the laws of the State of Colorado.

**8.08 Conflict.** In the event that any provisions contained herein conflicts with those in Exhibit 2, provisions in Exhibit 2 shall prevail.

**8.09 Extension of Provisions.** All provisions herein contained, including the benefits and burdens, shall extend to be binding upon the Sub Grantee, its heirs, legal representations, successors, and assigns.

**8.10 Complete Integration.** This Agreement, including all Exhibits attached hereto, represents the complete integration of all understandings between the parties and all prior representations and understandings, oral or written, are merged herein.

## **IX. GENERAL REQUIREMENTS**

**9.01 Incorporation of Specific Requirements.** Specifically, and without limitation, the Sub Grantee agrees to comply with all requirements set forth in Exhibit 2, including all exhibits thereto. By signing this Agreement, the Sub Grantee certifies that it has received and reviewed Exhibit 2 and agrees to comply with all provisions set forth therein.

**9.02 Integrity Certification.** By signing this Agreement, the Sub Grantee certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any federal department or agency. The Sub Grantee further certifies it has no unpaid federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. This certification is a material representation of fact upon which the County relies in entering this Agreement. If it is later determined that the Sub Grantee knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with

which this transaction originated may pursue available remedies, including suspension and/or debarment. The Sub Grantee shall provide to the County immediate written notice if at any time the Sub Grantee learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

**9.03 Prohibition Against Workers without Authorization.** Sub Grantee hereby certifies that it does not and shall not knowingly employ or contract workers without Authorization. By signing this Agreement, Sub Grantee represents and warrants that it will comply with all requirements regarding the same set forth in the DRCOG Contract, including but not limited to those set forth in Sections 2 - 4 of Exhibit B to the DRCOG Contract and Exhibit H to the DRCOG Contract, all of which are expressly adopted and incorporated herein.

**9.04 Equal Employment Opportunity.** Sub Grantee agrees to comply with all applicable federal laws, regulations, and orders regarding “Equal Employment Opportunity”, as may be amended from time to time, and to execute such provisions as are required under Exhibit C to the DRCOG Contract attached hereto.

Sub Grantee shall comply with the appropriate areas of the Americans with Disabilities Act of 1990, as amended, and any other applicable federal, state or local laws and regulations.

The parties adopt and incorporate the requirements of 41 CFR § 60-1.4(a) and 29 CFR § 471, Appendix A to Subpart A, if applicable.

Sub Grantee shall comply with all applicable requirements of 41 CFR 60-300.5(a) and 41 CFR 60-741.5(a). These regulations prohibit discrimination against qualified protected veterans and qualified individuals with disabilities and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans and qualified individuals with disabilities.

**9.05 No Federal or State Obligation.** This grant is financed by state funds administered by DRCOG. However, payments to the Sub Grantee will be made by the County. Neither the United States nor the State of Colorado is a party to this Agreement. No reference in this Agreement to the United States, DRCOG, or any representative of the State or federal government makes the United States or the State of Colorado a party to this Agreement. The Sub Grantee shall include this clause in any contracts or agreements under this Agreement.

**In witness whereof,** the parties have caused this Agreement to be executed by their duly authorized officers on the dates set forth below. This Agreement is effective upon final execution by both parties.

**THE BOARD OF COUNTY COMMISSIONERS:  
OF THE COUNTY OF DOUGLAS, COLORADO**

**APPROVED AS TO CONTENT:**

\_\_\_\_\_  
**Abe Laydon**  
**Chair, Board of County Commissioners**

\_\_\_\_\_  
**Jennifer L. Eby**  
**Director of Community Services**

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_

\_\_\_\_\_  
**Hayley Hall**  
**Clerk to the Board**

**Date:** \_\_\_\_\_

**APPROVED AS TO LEGAL FORM:**

**APPROVED AS TO CONTENT:**

\_\_\_\_\_  
**Arielle Denis**  
**Assistant County Attorney**

\_\_\_\_\_  
**Douglas J. DeBord**  
**County Manager**

**Date:** \_\_\_\_\_

**APPROVED AS TO FISCAL CONTENT:**

\_\_\_\_\_  
**Andrew Copland**  
**Director of Finance**

**Date:** \_\_\_\_\_

## **Aging Resources of Douglas County**

### **Sub Grantee**

By (Signature)

Title

---

Address

City, State, Zip Code

STATE OF \_\_\_\_\_ )  
 )  
COUNTY OF \_\_\_\_\_ )      ss.

The foregoing instrument was acknowledged before me this \_\_\_\_ day  
of \_\_\_\_\_, \_\_\_\_\_ by \_\_\_\_\_.  
(month) (year) (name of Subgrantee signatory)

My commission expires:\_\_\_\_\_

Witness my hand and official seal

---

Notary Public

## **EXHIBIT 1—Scope of Work and Conditions**

### **Aging Resources of Douglas County (ARDC), Douglas County, Denver Regional Council of Governments (DRCOG) Chore and Assisted Transportation Services Agreement**

<b>Grant Year</b>	For the period July 1, 2025, through June 30, 2026
<b>Title of Project</b>	ARDC Chore and Assisted Transportation Services Sub Grantee Agreement between Aging Resources of Douglas County (ARDC), and Douglas County for services under amended contract EX24015
<b>Project Description</b>	Chore and Assisted transportation services for older adults.

#### **A. Program Description**

Sub Grantee is an older adult services provider that provides chore and assisted transportation services to residents of Douglas County.

#### **B. Project Description**

This project accomplishes the goal of improving chore and assisted transportation options for seniors age 60 and older in all parts of Douglas County. The increase in chore and assisted transportation opportunities will be achieved by leveraging funding for current services.

Sub Grantee will provide chore services for seniors through volunteers, staff, and members of the faith-based community.

Service Definition for Chore Services: Those services designed to increase the safety of older adults living at home such as assistance with heavy housework, yard work, or sidewalk maintenance. Chore service activities are one-time, seasonal, or occasional in nature and shall be planned with input from the older adult based on an evaluation of the older adult's strengths and needs and the degree of physical and/or cognitive impairment of the older adult.

Sub Grantee will provide assisted transportation services for seniors in compliance with contract requirements.

Service Definition for Assisted Transportation Services: Assistance and transportation, including escort if needed, to a person who has difficulties (physical or cognitive) using regular vehicular transportation.

#### **C. Project Budget**

1. The twelve (12) month net cost for this project is estimated to be and will be allocated for the Grant Year as follows:

<b>Projects</b>	
Chore Services	<b>\$ 16,020.00</b>
Assisted Transportation Services	<b>\$ 98,945.00</b>
<b>Total</b>	<b>\$ 114,965.00</b>

2. Project costs must not exceed the maximum allowable cost of **\$114,965.00**.
3. Sub Grantee is solely responsible for all costs this project incurs above the amount Douglas County reimburses to Sub Grantee from DRCOG and County match funds for the share of eligible, actual costs. If the final, actual project cost is less than the maximum allowable cost of **\$114,965.00**, the County is not obligated to provide any more of the eligible, actual operational costs.
4. Funds from this grant will pay personal care services on a per-unit basis for adults age 60 and older. One unit of service is defined as one hour of personal care service. Sub Grantee in partnership with the Douglas County Department of Community Development, provides these services.
5. Sub Grantee is responsible for providing monthly reporting on units provided to qualified Douglas County residents under the guidelines of this project. Monthly reports are due to Douglas County no later than the fifth (5<sup>th</sup>) day of each month. If the 5<sup>th</sup> day falls on a weekend or holiday, the monthly report will be due on the prior business day.
6. DRCOG and Douglas County require that the service units detailed by this Agreement are provided throughout the grant year.
  - a. As such, at least forty percent (40%) but no more than sixty percent (60%) of the contracted **chore** funds must be spent by December 31, 2025, and seventy percent (70%) but no more than ninety percent (90%) of the contracted **chore** funds must be spent by March 31, 2026. All **chore** funds must be spent by June 30, 2026.
  - b. As such, at least forty percent (40%) but no more than sixty percent (60%) of the contracted **assisted transportation** funds must be spent by December 31, 2025, and seventy percent (70%) but no more than ninety percent (90%) of the contracted **assisted transportation** funds must be spent by March 31, 2026. All **assisted transportation** funds must be spent by June 30, 2026.

#### **D. Reimbursement Eligibility**

1. Sub Grantee shall submit monthly reimbursement requests, including all related documentation to Douglas County. Requests must be within the limits of Sections C, E and F of this Exhibit and shall otherwise comply with the terms of this Agreement.

#### **E. Project Performance**

1. Sub Grantee shall track and report the number of total clients and other users of these services during the Grant Year.

<b>Project</b>	<b>Total Units to be Provided</b>
----------------	-----------------------------------

Chore Services	534 hours at \$30 per one unit
Assisted Transportation Services	2,837 trips at \$35 per one unit

#### **F. Data Reporting, Sharing, and Confidentiality**

1. The County will provide to the Sub Grantee access to its data system or provide a reporting spreadsheet template, through which the Sub Grantee shall capture and report data for all services provided under this Sub Grantee Agreement. The Sub Grantee shall record and report: (i) participant information; (ii) Household information; (iii) Program data; (iv) Service records; and (v) Funding and expenditure records. Be sure to include trip counts, trip costs, demographic information, information from surveys, narrative program questions, and Douglas County approved copies of marketing materials related to the grant program with your monthly reporting.
2. The County and Sub Grantee agree that sharing client data is necessary to meet client needs. Accordingly, the County and the Sub Grantee agree that client data may be shared between the parties, provided, however, that each party shall protect confidential client information as required by state and federal law and this Agreement. Prior to sharing any client information, the Sub Grantee shall obtain an Authorization for Release of Information (“ROI”), in the form included as **Exhibit 3** to this Sub Grantee Agreement or as otherwise approved in writing by the Project Manager, executed by the client which allows the Sub Grantee to share the client's information with the County and any other sub-grantees specified in the ROI form.
3. The Sub Grantee must comply with all applicable provisions of HB 18-1128 regarding “Personal Identifying Information” as defined in C.R.S. § 6-1-713(2)(b) and C.R.S. § 24-73-101(4)(b) and to “Personal Information” as defined in C.R.S. 24-73-103(1)(g). Personal Identifying Information and Personal Information are referred to collectively herein as “Personal Data.” Compliance shall include, without limitation:
  - i. Adopting and enforcing a written policy governing the destruction of electronic and paper documents containing Personal Data. The written policy must, at a minimum, require that when electronic or paper documents containing Personal Data are no longer needed, such documents will be destroyed by shredding, erasing, or otherwise modifying the Personal Data so as to make it unreadable or indecipherable through any means;
  - ii. Implementing and maintaining reasonable security procedures designed to protect Personal Data from unauthorized access, use, modification, disclosure, or destruction. Such procedures must be appropriate in light of the nature of the Personal Data that is provided to the partner and the nature and size of the partner’s business and operations;
  - iii. Providing immediate written notification to the Project Manager; in the event the partner becomes aware that an unauthorized acquisition of Personal Data compromising the security, confidentiality or integrity of the

Personal Data (hereinafter, a “Security Breach”) has or may have occurred. The partner shall promptly and in good faith conduct an investigation to determine the likelihood that Personal Data has been or will be misused and shall coordinate with and promptly report the results of such investigation to the Project Manager; [crsgrants@douglas.co.us](mailto:crsgrants@douglas.co.us) as requested;

- iv. Providing prompt written notification to affected Colorado residents, but in no event later than thirty (30) days after the date of determination that a Security Breach occurred, in accordance with the provisions of House Bill 18-1128; and
  - v. To the extent applicable, requiring any third-party service providers, as defined in C.R.S. § 6-1-716(i) and C.R.S. § 24-73-103, to implement and maintain reasonable security procedures and practices appropriate to the nature of the Personal Data disclosed to the third-party service provider and reasonably designed to help protect the Personal Data from unauthorized access, use, modification, disclosure or destruction.
4. In order to help protect client Personal Data from unauthorized access, use, modification, disclosure, or destruction, the Sub Grantee shall: (i) have and enforce a written policy outlining how Personal Data will be collected, maintained, and protected from inadvertent release; (ii) require and provide training on the protection of Personal Data to anyone with access to client confidential information and/or the County’s data system or reporting spreadsheet, including but not limited to employees and volunteers; (iii) require anyone with access to client confidential information and/or the County’s data system or reporting spreadsheet to execute an acknowledgment, in the form included as **Exhibit 4** or as otherwise approved in writing by the Project Manager, of their obligation to maintain the confidentiality of Personal Data; and (iv) maintain a secure environment that ensures the confidentiality of Personal Data. Attached as **Exhibit 5** are recommendations for best practices to implement and maintain reasonable security procedures designed to protect Personal Data from unauthorized access, use, modification, disclosure, or destruction.

#### **G. Special Conditions**

1. Sub Grantee may not bill the County under this Agreement until the Agreement is fully executed. No services shall be provided prior to the full execution of the DRCOG Contract.
2. Sub Grantee shall have a valid policy in place to require background checks be conducted for all employees, volunteers, and agents of Sub Grantee providing personal care services. Sub Grantee shall ensure that prior to delivery of services, a records check through the Colorado Bureau of Investigations (CBI) or another background check system that provides information at the same level of detail or higher than the CBI records. Sub Grantee shall ensure that appropriate follow-up of the background check is completed according to the SUA Policy and Procedure Manual Subsection 401.15, and shall ensure that its employees, volunteers, and agents are in compliance with the restrictions of said Subsection. Sub Grantee shall make available all background check results to Douglas



County and any agencies to whom Douglas County is obligated to provide such information for purposes of reporting and meeting funding requirements.

3. Sub Grantee shall demonstrate a good faith effort to provide, and certify as applicable, safety-related training for staff, volunteers, and other appropriate personnel.
4. Sub Grantee shall comply with all applicable requirements for establishing and utilizing waiting lists when services are available but cannot be provided to all eligible consumers as set forth in Section 14 of Exhibit B to the DRCOG Contract.
5. Sub Grantee represents and warrants that: (i) it has a consumer complaint/appeal process in place that conforms to all requirements set forth in Section 15 of Exhibit B to the DRCOG Contract; and (ii) it has a process in place to monitor service quality and consumer satisfaction that conforms to all requirements set forth in Section 16 of Exhibit B to the DRCOG Contract.
6. Sub Grantee acknowledges receipt of DRCOG's on-site assessment requirements and shall comply with the on-site assessment requirements.

## **EXHIBIT 2 – Amended Contract EX24015**

**AMENDMENT NO. 1 TO THE CONTRACT BY AND BETWEEN THE**

**DENVER REGIONAL COUNCIL OF GOVERNMENTS**

1001 17<sup>th</sup> Street, Suite 700  
Denver, Colorado 80202

and

**DOUGLAS COUNTY GOVERNMENT**

100 Third Street  
Castle Rock, Colorado 80104

Project Number: 624026, 554026

Contract Number EX24015

**RECITALS**

- A. The parties hereto have entered into a Contract dated July 8, 2024.
- B. A change to the Contract has been mutually agreed upon by the parties hereto.

NOW THEREFORE, the parties hereto mutually agree that the original Contract dated July 8, 2024, is hereby modified and amended in the following respect, to wit:

**TERMS**

- 1. Section 2.0, of the Contract titled, “**Scope of work**” has been replaced in its entirety and attached hereto.
- 2. Section 4.0, of the Contract titled, “**Term**” is amended to read as follows.

The term of this Contract shall commence upon execution and shall terminate on June 30, 2026.

- 3. Section 5.0 has been amended to include the following subsection:

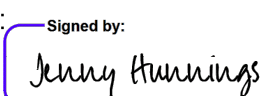
5.4 Contractor shall expend no more than forty percent (40%) of the contracted funds detailed in Section 5.1 prior to September 30 for each service category. If Contractor fails to comply with these limitations, DRCOG may in its sole discretion and in addition to any other remedies it may have, including termination of this Contract, require a corrective action plan and suspend payments under the Contract pursuant to Section B.43.

EXCEPT FOR the modifications and alterations hereinabove specified, the aforesaid Agreement shall remain in full force and effect and without further alteration.

IN WITNESS WHEREOF, the parties have executed this Agreement on the 10<sup>th</sup> 23 day of June, 20 25 and acknowledge that electronic or digital signatures hereto are the legally binding equivalent to handwritten signatures.

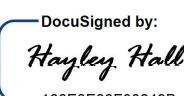
DENVER REGIONAL COUNCIL  
OF GOVERNMENTS

By:   
Douglas W. Rex  
Executive Director

ATTEST:   
Jenny Hunnings  
Director, Administration and Finance

DOUGLAS COUNTY  
GOVERNMENT

By:   
Abe Laydon  
Douglas County Commissioners

ATTEST:   
Hayley Hall  
Clerk to the Board

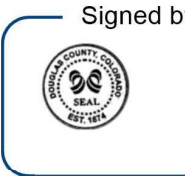


Exhibit A: Scope of Services

Agency Information

**Organization Name:** Douglas County Government

**Doing Business As:** Department of Community Development

**Address:** 100 Third Street Castle Rock, CO 80104

**Phone:** (303) 814-4302

**Unique Entity ID:** LXE5XEA44AH6

**Organization URL:**  
<https://www.douglas.co.us/>

**Agency Director:** George Teal

**Agency Director Phone:** (303) 660-7401

**Agency Director Email:**  
[BOCC@douglas.co.us](mailto:BOCC@douglas.co.us)

**Approved Indirect Rate w/Base:** NA

**Agency Description:**  
Douglas County's goal is quality of life for all citizens. This includes keeping people safe, ensuring access to resources and services, and supporting the most vulnerable County residents.

**Project Term Date:** July 1, 2025 – June 30, 2026

Primary Contact

**Primary Contact Name:** Jennifer D'Ambrosio

**Primary Contact Email:** jdambrosio@douglas.co.us

**Primary Contact Phone:** (303) 814-4302

Grant General Information

**Title of Proposal:** Douglas County OAA Funding Opportunity - 2025-2026

Purpose

The Denver Regional Council of Governments is contracting with the provider for the services identified in this scope of work. The scope of work is generated from the proposal submitted to DRCOG the notice of funding opportunity that was issued for Older Americans Act and State Funding for Senior Services funds. Contractor must adhere to the information contained within the proposal that was submitted and the detailed budgets provided in DRCOG's grant management system.

Total Project Budget

Revenue Source	Amount
Total Contracted Funds	\$704,422.00
Total Cash Match	\$88,094.00
Total In-kind Match	\$ 0.00

<b>Total State Part E Match</b>	\$ 0.00
<b>Total Estimated Program Income</b>	\$ 0.00
<b>Total Revenue (Less Program Income)</b>	<b>\$792,516.00</b>

## Appropriations

Service	Project Number	CFDA	Description	Amount
<b>Assisted Transportation</b>	624026	N/A	State	\$50,182.00
<b>Assisted Transportation</b>	554026	93.044	Federal Part B	\$249,518.00
<b>Chore</b>	624026	N/A	State	\$16,000.00
<b>Homemaker</b>	624026	N/A	State	\$201,972.00
<b>Personal Care</b>	624026	N/A	State	\$186,750.00

## Service: Assisted Transportation

### Service Description

This funding will allow Douglas County to continue to provide door-to-door, demand-response transportation services for vulnerable residents aged 60 and over. Sub-grantee agreements with community partners will be utilized to provide these transportation services.

Individuals seeking transit service may contact Douglas County First Call, the information and assistance line, or an established provider to plan and schedule trips. Trips are arranged based upon program requirements for qualification, originating location, physical mobility needs of the traveler, and travel destination. Those individuals with the greatest economic and social need are prioritized, as are medical visit trips.

### State Service Definition

Assistance and transportation, including escort, to a person who has difficulties (physical or cognitive) using regular vehicular transportation.

1 Unit = 1 One-Way Trip

## Service Budget

### Revenue

Funding Source	Amount
<b>Contracted Funds</b>	\$299,700.00
<b>Cash Match</b>	\$33,300.00
<b>In-kind Match</b>	\$0.00
<b>State Part E Match</b>	\$0.00
<b>Estimated Program Income</b>	\$0.00
<b>Total Revenue (Less Program Income)</b>	<b>\$333,000.00</b>

### Expenses

Expense Category	Amount
<b>Personnel</b>	\$0.00
<b>Travel</b>	\$0.00
<b>Equipment</b>	\$0.00
<b>Contractual Services</b>	\$333,000.00
<b>Supplies</b>	\$0.00

<b>Indirect</b>	\$0.00
<b>Other Expenses</b>	\$0.00
<b>Total Expenses</b>	<b>\$333,000.00</b>

## Contracted Units

<b>County</b>	<b>Units</b>
<b>Adams</b>	0
<b>Arapahoe</b>	0
<b>Broomfield</b>	0
<b>Clear Creek</b>	0
<b>Denver</b>	0
<b>Douglas</b>	8,563
<b>Gilpin</b>	0
<b>Jefferson</b>	0
<b>Total</b>	<b>8,563</b>

**Reimbursement Rate:** Actual Cost

## Contracted Clients

<b>County</b>	<b>Low Income</b>	<b>Low Income Minority</b>	<b>Minority</b>	<b>Rural</b>	<b>Total Clients</b>
<b>Adams</b>	0	0	0	0	0
<b>Arapahoe</b>	0	0	0	0	0
<b>Broomfield</b>	0	0	0	0	0
<b>Clear Creek</b>	0	0	0	0	0
<b>Denver</b>	0	0	0	0	0
<b>Douglas</b>	115	19	44	1	435
<b>Gilpin</b>	0	0	0	0	0
<b>Jefferson</b>	0	0	0	0	0
<b>Total</b>	115	19	44	1	435

## Service: Chore

### Service Description

Douglas County will utilize a sub-grantee agreement and partner with a community partner to provide chore services to adults aged 60 and over. Chore services provide assistance performing certain household tasks, such as yard work and home repairs. Potential clients contact partner organizations to be enrolled to receive services. If the partner organization receives a referral from another source (ex. Douglas County Community Services, Human Services, a community partner organization such as a church, food bank), the contracted community-based provider reaches out to the potential client per the referral. The community-based service provider speaks with the potential client over the phone or conducts an in-person assessment of the client's eligibility and scope of work to ensure requests are assigned appropriately. Certain data to establish eligibility for OAA funded chore services collected, which includes the following information: demographic info, age, physical location and need. The potential client also receives information about other services for which they may be eligible, as well as a copy of the grievance procedure and a copy of the non-discrimination policies.

Depending on the service required, a volunteer or service worker(s) performs the task. Chore services, such as yard clean-up, are usually performed by groups.

## State Service Definition

Chore services are those services designed to increase the safety of older adults living at home such as assistance with heavy housework, yard work or sidewalk maintenance. Chore service activities are one-time, seasonal or occasional in nature, and shall be planned with input from the older adult based on an evaluation of the older adult's strengths and needs, and the degree of physical and/or cognitive impairment of the older adult.

1 Unit = 1 Hour

## Service Budget

### Revenue

Funding Source	Amount
Contracted Funds	\$16,000.00
Cash Match	\$1,778.00
In-kind Match	\$0.00
State Part E Match	\$0.00
Estimated Program Income	\$0.00
<b>Total Revenue (Less Program Income)</b>	<b>\$17,778.00</b>

### Expenses

Expense Category	Amount
Personnel	\$0.00
Travel	\$0.00
Equipment	\$0.00
Contractual Services	\$17,778.00
Supplies	\$0.00
Indirect	\$0.00
Other Expenses	\$0.00
<b>Total Expenses</b>	<b>\$17,778.00</b>

## Contracted Units

County	Units
Adams	0
Arapahoe	0
Broomfield	0
Clear Creek	0
Denver	0
Douglas	534
Gilpin	0
Jefferson	0
<b>Total</b>	<b>534</b>

**Reimbursement Rate:** Actual Cost



## Contracted Clients

County	Low Income	Low Income Minority	Minority	Rural	Total Clients
Adams	0	0	0	0	0
Arapahoe	0	0	0	0	0
Broomfield	0	0	0	0	0
Clear Creek	0	0	0	0	0
Denver	0	0	0	0	0
Douglas	8	2	5	0	47
Gilpin	0	0	0	0	0
Jefferson	0	0	0	0	0
<b>Total</b>	<b>8</b>	<b>2</b>	<b>5</b>	<b>0</b>	<b>47</b>

## Service: Homemaker

### Service Description

Douglas County will utilize community partner organizations to provide services through use of sub-grantee agreements. Homemaker services provide light housekeeping services to eligible clients. Potential clients contact partner organizations to be enrolled in order to receive services. If the partner organization receives a referral from another source (ex. Douglas County Community Services, Human Services, a community partner organization such as a church, food bank), the contracted community-based provider reaches out to the potential client per the referral. The community-based service provider speaks with the potential client over the phone or conducts an in-person assessment of the client's eligibility and scope of work to ensure requests are assigned appropriately. Certain data to establish eligibility for OAA funded homemaker services is collected, which includes the following information: demographic info, age, physical location and need. The potential client also receives information about other services for which they may be eligible, as well as a copy of the grievance procedure and a copy of the non-discrimination policies. A volunteer or paid service worker performs the homemaker services, working closely with the client to ensure their homemaker needs are met.

### State Service Definition

Assistance to persons who meet the eligibility requirements for in-home services and who are unable to perform two or more of the following instrumental activities of daily living: preparing meals, laundry, shopping for personal items, managing money, using the telephone, or doing light housework.

1 Unit = 1 Hour

## Service Budget

### Revenue

Funding Source	Amount
Contracted Funds	\$201,972.00
Cash Match	\$32,266.00
In-kind Match	\$0.00
State Part E Match	\$0.00
Estimated Program Income	\$0.00
<b>Total Revenue (Less Program Income)</b>	<b>\$234,238.00</b>

## Expenses

Expense Category	Amount
Personnel	\$0.00
Travel	\$0.00
Equipment	\$0.00
Contractual Services	\$234,238.00
Supplies	\$0.00
Indirect	\$0.00
Other Expenses	\$0.00
<b>Total Expenses</b>	<b>\$234,238.00</b>

## Contracted Units

County	Units
Adams	0
Arapahoe	0
Broomfield	0
Clear Creek	0
Denver	0
Douglas	5,449
Gilpin	0
Jefferson	0
<b>Total</b>	<b>5,449</b>

Reimbursement Rate: \$ 37.07

## Contracted Clients

County	Low Income	Low Income Minority	Minority	Rural	Total Clients
Adams	0	0	0	0	0
Arapahoe	0	0	0	0	0
Broomfield	0	0	0	0	0
Clear Creek	0	0	0	0	0
Denver	0	0	0	0	0
Douglas	63	11	26	0	253
Gilpin	0	0	0	0	0
Jefferson	0	0	0	0	0
<b>Total</b>	<b>63</b>	<b>11</b>	<b>26</b>	<b>0</b>	<b>253</b>

## Service: Personal Care

### Service Description

Douglas County will utilize a sub-grantee agreement with a community partner organization to provide services in the community.

Personal care services aid with bathing, dressing, walking and medication reminders. Potential clients contact the partner organization providing personal care to be enrolled to receive services. If the partner organization receives a referral from another source, the contracted community-based provider will reach out to the potential client to schedule an intake appointment. An intake specialist, whose primary function is to identify seniors who need care, completes a screening to identify if the individual meets OAA funded personal care

requirements and to identify if the individual is one with great economic or social need. The intake specialist makes the potential client aware of the grant-funded care and requests the opportunity to perform an in-home visit.

The in-home consultations are performed by care consultants, employees dedicated to performing in-home assessments. During these face-to-face visits, these specialists work to identify what care is needed, how much care will be given and when it will need to be performed. The specifics of the grant are discussed, and the potential client also receives information about other services for which they may be eligible. A copy of the grievance procedure and a copy of the non-discrimination policies is provided at this time. Grant dollars are prioritized so that the funds go to assist those seniors most disadvantaged and at-risk

## State Service Definition

Assistance (Personal assistance, stand-by assistance, supervision or cues) with Activities of Daily Living (ADLs) and/or health-related tasks provided in a person's home and possibly other community settings. Personal care may include assistance with Instrumental Activities of Daily Living (IADLs) for persons who meet the requirements for in-home services.

1 Unit = 1 Hour

## Service Budget

### Revenue

Funding Source	Amount
Contracted Funds	\$186,750.00
Cash Match	\$20,750.00
In-kind Match	\$0.00
State Part E Match	\$0.00
Estimated Program Income	\$0.00
<b>Total Revenue (Less Program Income)</b>	<b>\$207,500.00</b>

### Expenses

Expense Category	Amount
Personnel	\$0.00
Travel	\$0.00
Equipment	\$0.00
Contractual Services	\$207,500.00
Supplies	\$0.00
Indirect	\$0.00
Other Expenses	\$0.00
<b>Total Expenses</b>	<b>\$207,500.00</b>

## Contracted Units

County	Units
Adams	0
Arapahoe	0
Broomfield	0
Clear Creek	0
Denver	0
Douglas	4,961
Gilpin	0

<b>Jefferson</b>	0
<b>Total</b>	<b>4,961</b>


**Reimbursement Rate: \$ 37.65**

## Contracted Clients

<b>County</b>	<b>Low Income</b>	<b>Low Income Minority</b>	<b>Minority</b>	<b>Rural</b>	<b>Total Clients</b>
<b>Adams</b>	0	0	0	0	0
<b>Arapahoe</b>	0	0	0	0	0
<b>Broomfield</b>	0	0	0	0	0
<b>Clear Creek</b>	0	0	0	0	0
<b>Denver</b>	0	0	0	0	0
<b>Douglas</b>	6	1	4	0	26
<b>Gilpin</b>	0	0	0	0	0
<b>Jefferson</b>	0	0	0	0	0
<b>Total</b>	6	1	4	0	26

## Non-Compensated Services

<b>Services</b>	<b>Units</b>
<b>Information and Assistance</b>	50
<b>Outreach</b>	520
<b>Nutrition Education</b>	0
<b>Nutrition Counseling</b>	0

GL – 13		AI	CERTIFICATE OF INSURANCE			6/13/2025	
<b>PRODUCER</b>  <b>ALLIANT INSURANCE SERVICES. INC.</b> <b>18100 VON KARMAN AVENUE, 10<sup>TH</sup> FLOOR</b> <b>IRVINE, CA 92612</b>  PHONE (949) 756-0271 / FAX (619) 699-0901 LICENSE #0C36861			THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.				
			IMPORTANT: If the certificate holder is an ADDITIONAL INSURED and/or requesting a WAIVER OF SUBROGATION, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).				
			COVERAGE AFFORDED <b>A- StarStone Specialty Insurance Company</b>				
<b>Member:</b> DOUGLAS COUNTY, CO 100 THIRD STREET CASTLE ROCK, CO 80104			COVERAGE AFFORDED <b>B</b>				
			COVERAGE AFFORDED <b>C</b>				
			COVERAGE AFFORDED <b>D</b>				
<b>Coverages</b> THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.							
CO LTR	TYPE OF COVERAGE		POLICY NUMBER	COVERAGE EFFECTIVE DATE	COVERAGE EXPIRATION DATE	LIABILITY LIMITS	
A	<input checked="" type="checkbox"/>	General Liability per occurrence/aggregate	PNEICS00016-25-00	01/01/2025	01/01/2026	\$1,000,000	
	<input checked="" type="checkbox"/>	Auto Liability per occurrence				\$1,000,000	
Limits excess of Member's SIR of \$500,000 per occurrence							
Description of Operations/Locations/Vehicles/Special Items:  AS RESPECTS CONTRACT BETWEEN DOUGLAS COUNTY AND DENVER REGIONAL COUNCIL OF GOVERNMENTS FOR THE DOUGLAS COUNTY OAA FUNDING OPPORTUNITY (2024-2025), PROJECT NUMBER 624025.  DENVER REGIONAL COUNCIL OF GOVERNMENTS IS INCLUDED AS ADDITIONAL INSURED, BUT ONLY INSOFAR AS THE OPERATIONS UNDER THIS CONTRACT ARE CONCERNED.							
<b>Certificate Holder</b>  DENVER REGIONAL COUNCIL OF GOVERNMENTS ATTN: CONTRACTS 1001 17TH STREET, SUITE 700 DENVER, CO 80202				<b>Cancellation</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.			
				AUTHORIZED REPRESENTATIVE 			

**CONTRACT BY AND BETWEEN THE  
DENVER REGIONAL COUNCIL OF GOVERNMENTS**

1001 17<sup>th</sup> Street, Suite 700  
Denver, Colorado 80202  
("DRCOG")

and

**DOUGLAS COUNTY GOVERNMENT**

100 Third Street  
Castle Rock, Colorado 80104  
("CONTRACTOR")

for

**Douglas County OAA Funding Opportunity – 2024-2025**  
("Contract")

**Project Number 624025**

**Contract Number EX24015**

**RECITALS:**

- A. DRCOG is the recipient of grant funds under Title III of the Older Americans Act (OAA), the State of Colorado (State) Funding for Senior Services (SFSS), and the American Rescue Plan Act Funding (ARPA).
- B. DRCOG desires Contractor to render certain services hereinafter described in connection with an undertaking which is expected to be financed under the OAA, SFSS and/or ARPA.
- C. The Contractor agrees to comply with all relevant provisions of the Contract between DRCOG and the State for OAA/SFSS/ARPA, incorporated herein by reference and made a part of this Contract, as if fully set forth, in the monitoring and administration of this Contract.

NOW THEREFORE, the parties hereto mutually agree as follows:

**1.0 SELECTION OF CONTRACTOR**

DRCOG hereby selects the Contractor, and the Contractor hereby agrees to perform the services hereinafter set forth in connection with the project of DRCOG under the OAA, SFSS, and/or ARPA.

**2.0 SCOPE OF WORK**

The Contractor shall do, perform, and carry out, in a satisfactory manner, as determined by DRCOG, all work elements described in the Contractor's Proposal submitted for funding (as approved and as may be amended, from time to time, by DRCOG) which is herein incorporated by reference and made a part of this Contract and which is summarized in Exhibit A, Scope of Work, of this Contract. The Contractor will administer services funded under this Contract in accordance with the Older Americans Act; all applicable provisions of the Colorado Revised

Statutes; 12 CCR 2510-1, Older Americans Act Programs (Rule Manual Volume 10); Colorado Department of Human Services, Division of Aging and Adult Services, State Unit on Aging (SUA) Policy and Procedures Manual; and the DRCOG Contract Management Manual, as from time to time may be amended.

### **3.0 ADMINISTRATIVE REQUIREMENTS**

In performance of its obligations under this Contract, Contractor shall comply with all applicable provisions of 45 CFR, Part 74 and 45 CFR, Part 92 regarding uniform requirements for the administration of Department of Health and Human Services (HHS) grants and principles for determining costs applicable to activities assisted by HHS grants. Contractor is subject to all provisions of DRCOG's contract with CDHS (see Section 18B of the State contract). In addition, Contractor must also comply with the State Unit on Aging Policy and Procedure Manual, as may be amended.

### **4.0 TIME OF PERFORMANCE**

Services of the Contractor shall commence upon Contract execution or July 1, 2024 whichever comes later. Services shall be undertaken in such sequence as to assure completion of all services required hereunder by June 30, 2025. Funding levels shall be awarded annually, and funding of this Contract is conditioned upon funds being made available to DRCOG for such purposes.

#### **Services cannot commence prior to an executed contract.**

After the initial term, at DRCOG's discretion, this contract may be extended for two (2) additional one-year terms. Services eligible for the extension are determined annually by DRCOG. If eligible, Contractor shall receive notice from DRCOG no later than January 31 of the then current year. Contractor shall submit to DRCOG a proposal including but not limited to, a detailed budget (outlining administrative, travel, equipment, contractual services, staff training/education and indirect costs), the number of units of services proposed to be provided (both compensated and non-compensated), the proposed unduplicated clients to be served, proposed matching funds (cash and in-kind), and anticipated program income by 5:00 P.M. on March 1 of the then current year,. The scope of compensated services proposed shall not change without DRCOG's written permission. Contract amounts for the additional terms may vary according to the level of available funds.

### **5.0 PAYMENT TERMS**

#### **5.1 Maximum Amount**

DRCOG agrees to reimburse the Contractor for allowable project expenses up to but not exceeding the sum of **\$704,422.00** in **OAA, SFSS, and/or ARPA** funds and based on the cumulative number of service units delivered after applying program income. The total **OAA, SFSS, and/or ARPA** dollars, contracted units of service, and cost reimbursement rate are outlined in Exhibit A, Scope of Services attached hereto.

## **5.2 Other Contributions**

Contractor cash match, Contractor in-kind services, Contractor program income/client contributions, and State cash match contributions, if applicable, are also outlined in Exhibit A, Scope of Services attached hereto.

## **5.3 In-Kind Contributions**

Valuation of in-kind contributions shall show how the contribution was computed and must be incorporated into the Contractor's accounting records. Supplies, volunteer services and other contributions shall be valued as described under 45 CFR, Part 74, Subpart C.

## **6.0 HHS GRANT**

It is agreed by the above parties that should the HHS or the State disapprove this Contract or refuse or fail to make the grant to DRCOG as contemplated by this Contract, then this Contract shall be void and shall not be binding on any parties hereto. Unearned payments under this Contract may be suspended or terminated in the event that the Contractor refuses to accept additional terms or conditions to this Contract that may be imposed by HHS, the State or DRCOG after the effective date of this Contract.

## **7.0 CHANGES**

Except as may be expressly provided in this Contract, including its Exhibits and Attachments, any changes, including, without limitation, any increase in the amount of this Contract, changes in the scope of services, or service unit reimbursement rate which are mutually agreed upon by and between DRCOG and the Contractor, shall be incorporated in a written amendment to this Contract.

## **8.0 DEBARMENT, SUSPENSION**

By signing this Agreement, the Contractor represents that its organization and its principals and employees are not suspended, debarred, excluded from participation, declared ineligible, voluntarily excluded, or otherwise ineligible to participate in a "federal health care program" as defined in 42 U.S.C. § 1320a-7b(f) or in any other government payment program by any federal or State of Colorado department. If Contractor, its principals, employees or agents become ineligible to participate in any such program during the term of this Contract, Contractor shall notify DRCOG in writing within three (3) days after such event. Upon the occurrence of such event, whether or not such notice is given to Contractor, the State may immediately terminate this Contract.

## **9.0 CORA DISCLOSURE**

To the extent not prohibited by federal or state law, this Contract and the Work are subject to public release through the Colorado Open Records Act, CRS § 24-72-200.1, *et seq.*, as may be updated from time to time.



## 10.0 COLORADO LAW FOR PERSONS WITH DISABILITIES

To the full extent possible, Contractor shall comply with and the Work Product provided under this Contract shall be in compliance with all applicable provisions of §§24-85-101, et seq., C.R.S., and the Accessibility Standards for Individuals with a Disability, as established by OIT pursuant to Section §24-85-103 (2.5), C.R.S. Contractor shall also comply with all State of Colorado technology standards related to technology accessibility and with Level A and Level AA of the most current version of the Web Content Accessibility Guidelines (WCAG), incorporated in the State of Colorado technology standards.

The State may require Contractor's compliance to the State's Accessibility Standards to be determined by a third party selected by the State to attest to Contractor's Work Product and software is in compliance with §§24-85-101, et seq., C.R.S., and the Accessibility Standards for Individuals with a Disability as established by OIT pursuant to Section §24-85-103 (2.5), C.R.S.

## 11.0 TERMS AND CONDITIONS

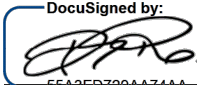
The parties agree that this Contract is also subject to the provisions set forth in the Exhibits and Attachments of this Contract, attached hereto and incorporated herein.

## 12.0 AUTHORITY

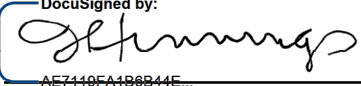
The undersigned signatories of Contractor represent that they have been duly authorized to execute this Agreement and have full power and authority to bind Contractor to the terms and conditions hereof, and certify that their signatures below, whether handwritten, electronic, or digital or submitted by facsimile or electronic mail are their own. Contractor further understands and agrees that no further certification authority or third-party verification is necessary to validate any signature hereto and that the lack of such certification or verification will not in any way affect the enforceability of the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Contract on the 8th day of July, 2024 and acknowledge that the signatures hereon, whether handwritten, typed, electronic, or digital or submitted by facsimile or electronic mail, are sufficient and legally binding.

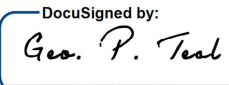
### DENVER REGIONAL COUNCIL OF GOVERNMENTS

By:   
DocuSigned by:  
55A9FD729AA74AA...  
 Douglas W. Rex  
 Executive Director

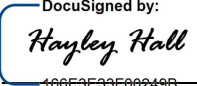
ATTEST:


By:   
DocuSigned by:  
AE7410FA188B41E...  
 Jenny Hunnings  
 Director, Administration and Finance

### DOUGLAS COUNTY GOVERNMENT

By:   
DocuSigned by:  
E5C1B24592431266...  
 Geo. P. Teal  
 Commissioner, District II

ATTEST:

By:   
DocuSigned by:  
100E9E93F08249B...  
 Hayley Hall  
 Clerk to the Board



DocuSigned by:

EXHIBIT A: SCOPE OF WORK

The Contractor shall perform all the necessary services provided under this Contract for eligible residents of the jurisdiction(s) listed in the Contractor’s Proposal as approved by DRCOG.

Prior written approval from DRCOG is required if the number of units of service in any service category listed in this exhibit is more than ten percent (10 %) lower than listed. This provision shall not alter the maximum funding set forth in Section 5.1.

Agency Information

**Organization Name:** Douglas County Government  
**Doing Business As:** Department of Community Development  
**Address:** 100 Third Street Castle Rock, CO 80104  
**Phone:** (303) 814-4302  
**Unique Entity ID:** LXE5XEA44AH6

**Organization URL:** <https://www.douglas.co.us/>  
**Agency Director:** Lora L Thomas  
**Agency Director Phone:** (303) 660-7401  
**Agency Director Email:** [BOCC@douglas.co.us](mailto:BOCC@douglas.co.us)  
**Approved Indirect Rate w/Base:** N/A

Agency Description:

Douglas County's goal is quality of life for all citizens. This includes keeping people safe, ensuring access to resources and services, and supporting the most vulnerable County residents.

**Project Term Date:** July 1, 2024 – June 30, 2025

Primary Contact

**Primary Contact Name:** Jennifer D'Ambrosio  
**Primary Contact Email:** [jdambrosio@douglas.co.us](mailto:jdambrosio@douglas.co.us)  
**Primary Contact Phone:** (303) 814-4302

Grant General Information

**Title of Proposal:** Douglas County OAA Funding Opportunity - 2024-2025

Purpose

The Denver Regional Council of Governments is contracting with the provider for the services identified in this scope of work. The scope of work is generated from the proposal submitted to DRCOG the notice of funding opportunity that was issued for Older Americans Act and State Funding for Senior Services funds. Contractor must adhere to the information contained within the proposal that was submitted and the detailed budgets provided in DRCOG’s grant management system.

Total Project Budget

Revenue Source	Amount
Total Contracted Funds	\$704,422.00
Total Cash Match	\$88,094.00
Total In-kind Match	\$ 0.00
Total State Part E Match	\$ 0.00

<b>Total Estimated Program Income</b>	<b>\$ 0.00</b>
<b>Total Revenue (Less Program Income)</b>	<b>\$792,516.00</b>

**Appropriations**

<b>Service</b>	<b>Project Number</b>	<b>CFDA</b>	<b>Description</b>	<b>Amount</b>
<b>Assisted Transportation</b>	624025	N/A	State	\$299,700.00
<b>Chore</b>	624025	N/A	State	\$16,000.00
<b>Homemaker</b>	624025	N/A	State	\$201,972.00
<b>Personal Care</b>	624025	N/A	State	\$186,750.00

**Service: Assisted Transportation****Service Description**

This funding will allow Douglas County to continue to provide door-to-door, demand-response transportation services for vulnerable residents aged 60 and over. Sub-grantee agreements with community partners will be utilized to provide these transportation services.

Individuals seeking transit service may contact Douglas County First Call, the information and assistance line, or an established provider to plan and schedule trips. Trips are arranged based upon program requirements for qualification, originating location, physical mobility needs of the traveler, and travel destination. Those individuals with the greatest economic and social need are prioritized, as are medical visit trips.

**State Service Definition**

Assistance and transportation, including escort, to a person who has difficulties (physical or cognitive) using regular vehicular transportation.

1 Unit = 1 One-Way Trip

**Service Budget****Revenue**

<b>Funding Source</b>	<b>Amount</b>
<b>Contracted Funds</b>	\$299,700.00
<b>Cash Match</b>	\$33,300.00
<b>In-kind Match</b>	\$0.00
<b>State Part E Match</b>	\$0.00
<b>Estimated Program Income</b>	\$0.00
<b>Total Revenue (Less Program Income)</b>	<b>\$333,000.00</b>

**Expenses**

<b>Expense Category</b>	<b>Amount</b>
<b>Personnel</b>	0
<b>Travel</b>	0
<b>Equipment</b>	0
<b>Contractual Services</b>	\$333,000.00
<b>Supplies</b>	0
<b>Indirect</b>	0
<b>Other Expenses</b>	0
<b>Total Expenses</b>	<b>\$333,000.00</b>

**Contracted Units**

<b>County</b>	<b>Units</b>
<b>Adams</b>	0
<b>Arapahoe</b>	0

<b>Broomfield</b>	0
<b>Clear Creek</b>	0
<b>Denver</b>	0
<b>Douglas</b>	8,563
<b>Gilpin</b>	0
<b>Jefferson</b>	0
<b>Total</b>	8,563

**Reimbursement Rate:** Actual Cost

#### **Contracted Clients**

<b>County</b>	<b>Low Income</b>	<b>Low Income Minority</b>	<b>Minority</b>	<b>Rural</b>	<b>Total Clients</b>
<b>Adams</b>	0	0	0	0	0
<b>Arapahoe</b>	0	0	0	0	0
<b>Broomfield</b>	0	0	0	0	0
<b>Clear Creek</b>	0	0	0	0	0
<b>Denver</b>	0	0	0	0	0
<b>Douglas</b>	271	29	43	15	1,406
<b>Gilpin</b>	0	0	0	0	0
<b>Jefferson</b>	0	0	0	0	0
<b>Total</b>	271	29	43	15	1,406

#### **Service: Chore**

##### **Service Description**

Douglas County will utilize a sub-grantee agreement and partner with a community partner to provide chore services to adults aged 60 and over. Chore services provide assistance performing certain household tasks, such as yard work and home repairs. Potential clients contact partner organizations to be enrolled to receive services. If the partner organization receives a referral from another source (ex. Douglas County Community Services, Human Services, a community partner organization such as a church, food bank), the contracted community-based provider reaches out to the potential client per the referral. The community-based service provider speaks with the potential client over the phone or conducts an in-person assessment of the client's eligibility and scope of work to ensure requests are assigned appropriately. Certain data to establish eligibility for OAA funded chore serves is collected, which includes the following information: demographic info, age, physical location and need. The potential client also receives information about other services for which they may be eligible, as well as a copy of the grievance procedure and a copy of the non-discrimination policies. Depending on the service required, a volunteer or service worker(s) performs the task. Chore services, such as yard clean-up, are usually performed by groups.

##### **State Service Definition**

Chore services are those services designed to increase the safety of older adults living at home such as assistance with heavy housework, yard work or sidewalk maintenance. Chore service activities are one-time, seasonal or occasional in nature, and shall be planned with input from the older adult based on an evaluation of the older adult's strengths and needs, and the degree of physical and/or cognitive impairment of the older adult.

1 Unit = 1 Hour

**Service Budget****Revenue**

<b>Funding Source</b>	<b>Amount</b>
Contracted Funds	\$16,000.00
Cash Match	\$1,778.00
In-kind Match	\$0.00
State Part E Match	\$0.00
Estimated Program Income	\$0.00
<b>Total Revenue (Less Program Income)</b>	<b>\$17,778.00</b>

**Expenses**

<b>Expense Category</b>	<b>Amount</b>
Personnel	0
Travel	0
Equipment	0
Contractual Services	\$17,778.00
Supplies	0
Indirect	0
Other Expenses	0
<b>Total Expenses</b>	<b>\$17,778.00</b>

**Contracted Units**

<b>County</b>	<b>Units</b>
Adams	0
Arapahoe	0
Broomfield	0
Clear Creek	0
Denver	0
Douglas	534
Gilpin	0
Jefferson	0
<b>Total</b>	<b>534</b>

Reimbursement Rate: \$29.97

**Contracted Clients**

<b>County</b>	<b>Low Income</b>	<b>Low Income Minority</b>	<b>Minority</b>	<b>Rural</b>	<b>Total Clients</b>
Adams	0	0	0	0	0
Arapahoe	0	0	0	0	0
Broomfield	0	0	0	0	0
Clear Creek	0	0	0	0	0
Denver	0	0	0	0	0
Douglas	10	1	2	3	72
Gilpin	0	0	0	0	0
Jefferson	0	0	0	0	0
<b>Total</b>	<b>10</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>72</b>

**Service: Homemaker****Service Description**

Douglas County will utilize community partner organizations to provide services through use of sub-grantee agreements. Homemaker services provide light housekeeping services to eligible clients. Potential clients contact partner organizations to be enrolled in order to receive services. If the partner organization receives a referral from another source (ex. Douglas County Community Services, Human Services, a community partner organization such as a church, food bank), the contracted community-based provider reaches out to the potential client per the referral. The community-based service provider speaks with the potential client over the phone or conducts an in-person assessment of the client's eligibility and scope of work to ensure requests are assigned appropriately. Certain data to establish eligibility for OAA funded homemaker services is collected, which includes the following information: demographic info, age, physical location and need. The potential client also receives information about other services for which they may be eligible, as well as a copy of the grievance procedure and a copy of the non-discrimination policies. A volunteer or paid service worker performs the homemaker services, working closely with the client to ensure their homemaker needs are met.

**State Service Definition**

Assistance to persons who meet the eligibility requirements for in-home services and who are unable to perform two or more of the following instrumental activities of daily living: preparing meals, laundry, shopping for personal items, managing money, using the telephone, or doing light housework.

1 Unit = 1 Hour

**Service Budget****Revenue**

<b>Funding Source</b>	<b>Amount</b>
<b>Contracted Funds</b>	\$201,972.00
<b>Cash Match</b>	\$32,266.00
<b>In-kind Match</b>	\$0.00
<b>State Part E Match</b>	\$0.00
<b>Estimated Program Income</b>	\$0.00
<b>Total Revenue (Less Program Income)</b>	\$234,238.00

**Expenses**

<b>Expense Category</b>	<b>Amount</b>
<b>Personnel</b>	0
<b>Travel</b>	0
<b>Equipment</b>	0
<b>Contractual Services</b>	\$234,238.00
<b>Supplies</b>	0
<b>Indirect</b>	0
<b>Other Expenses</b>	0
<b>Total Expenses</b>	\$234,238.00

**Contracted Units**

<b>County</b>	<b>Units</b>
<b>Adams</b>	0
<b>Arapahoe</b>	0
<b>Broomfield</b>	0
<b>Clear Creek</b>	0

<b>Denver</b>	0
<b>Douglas</b>	6,026
<b>Gilpin</b>	0
<b>Jefferson</b>	0
<b>Total</b>	6,026

**Reimbursement Rate:** \$ 33.52

#### **Contracted Clients**

<b>County</b>	<b>Low Income</b>	<b>Low Income Minority</b>	<b>Minority</b>	<b>Rural</b>	<b>Total Clients</b>
<b>Adams</b>	0	0	0	0	0
<b>Arapahoe</b>	0	0	0	0	0
<b>Broomfield</b>	0	0	0	0	0
<b>Clear Creek</b>	0	0	0	0	0
<b>Denver</b>	0	0	0	0	0
<b>Douglas</b>	191	21	44	186	1,151
<b>Gilpin</b>	0	0	0	0	0
<b>Jefferson</b>	0	0	0	0	0
<b>Total</b>	191	21	44	186	1,151

#### **Service: Personal Care**

##### **Service Description**

Douglas County will utilize a sub-grantee agreement with a community partner organization to provide services in the community.

Personal care services aid with bathing, dressing, walking and medication reminders. Potential clients contact the partner organization providing personal care to be enrolled to receive services. If the partner organization receives a referral from another source, the contracted community-based provider will reach out to the potential client to schedule an intake appointment. An intake specialist, whose primary function is to identify seniors who need care, completes a screening to identify if the individual meets OAA funded personal care requirements and to identify if the individual is one with great economic or social need. The intake specialist makes the potential client aware of the grant-funded care and requests the opportunity to perform an in-home visit.

The in-home consultations are performed by care consultants, employees dedicated to performing in-home assessments. During these face-to-face visits, these specialists work to identify what care is needed, how much care will be given and when it will need to be performed. The specifics of the grant are discussed and the potential client also receives information about other services for which they may be eligible. A copy of the grievance procedure and a copy of the non-discrimination policies is provided at this time. Grant dollars are prioritized so that the funds go to assist those seniors most disadvantaged and at-risk.

##### **State Service Definition**

Assistance (Personal assistance, stand-by assistance, supervision or cues) with Activities of Daily Living (ADLs) and/or health-related tasks provided in a person's home and possibly other community settings. Personal care may include assistance with Instrumental Activities of Daily Living (IADLs) for persons who meet the requirements for in-home services.

1 Unit = 1 Hour

**Service Budget****Revenue**

<b>Funding Source</b>	<b>Amount</b>
<b>Contracted Funds</b>	\$186,750.00
<b>Cash Match</b>	\$20,750.00
<b>In-kind Match</b>	\$0.00
<b>State Part E Match</b>	\$0.00
<b>Estimated Program Income</b>	\$0.00
<b>Total Revenue (Less Program Income)</b>	\$207,500.00

**Expenses**

<b>Expense Category</b>	<b>Amount</b>
<b>Personnel</b>	0
<b>Travel</b>	0
<b>Equipment</b>	0
<b>Contractual Services</b>	\$207,500.00
<b>Supplies</b>	0
<b>Indirect</b>	0
<b>Other Expenses</b>	0
<b>Total Expenses</b>	\$207,500.00

**Contracted Units**

<b>County</b>	<b>Units</b>
<b>Adams</b>	0
<b>Arapahoe</b>	0
<b>Broomfield</b>	0
<b>Clear Creek</b>	0
<b>Denver</b>	0
<b>Douglas</b>	4,150
<b>Gilpin</b>	0
<b>Jefferson</b>	0
<b>Total</b>	4,150

Reimbursement Rate: \$ 45.00

**Contracted Clients**

<b>County</b>	<b>Low Income</b>	<b>Low Income Minority</b>	<b>Minority</b>	<b>Rural</b>	<b>Total Clients</b>
<b>Adams</b>	0	0	0	0	0
<b>Arapahoe</b>	0	0	0	0	0
<b>Broomfield</b>	0	0	0	0	0
<b>Clear Creek</b>	0	0	0	0	0
<b>Denver</b>	0	0	0	0	0
<b>Douglas</b>	16	3	7	2	152
<b>Gilpin</b>	0	0	0	0	0
<b>Jefferson</b>	0	0	0	0	0
<b>Total</b>	16	3	7	2	152



**Non-Compensated Services**

<b>Services</b>	<b>Units</b>
<b>Information and Assistance</b>	120
<b>Outreach</b>	520
<b>Nutrition Education</b>	0
<b>Nutrition Counseling</b>	0

## **EXHIBIT B: TERMS AND CONDITIONS**

The following supplemental terms and conditions apply to the Contract herein and take precedence over any conflicting language within the Contract.

### **1. Personnel.**

The Contractor represents that it has, or will secure at its own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with DRCOG.

### **2. Employment Eligibility Verification (Federal requirement).**

If this Contract includes an award of Federal funds of more than \$3,000, Contractor must also comply with the E-Verify Federal Contractor Rule set forth in Exhibit H, attached hereto and incorporated herein by reference, which requires the Contractor to use the E-Verify program to verify the employment eligibility of all employees assigned to the Contract and all new hires. If Contractor uses one or more subcontractors to provide services under the Contract, Contractor shall include the language set forth in Exhibit H in any subcontract that is: (1) for commercial or noncommercial services or construction; (2) has a value of more than \$3,000; and (3) includes work performed in the United States. Contractors who are State or local governments, institutions of higher education, or governments of a Federally recognized Indian tribe are not exempt from these requirements; however, such entities may choose to verify only those employees who are assigned to the Contract, whether existing employees or new hires, as further detailed in Exhibit H.

### **3. Qualifications.**

All of the services required hereunder will be performed by the Contractor or under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized under State and local law to perform such services.

### **4. Background Check; Driver's License.**

Contractor shall ensure that prior to delivery of services, a records check through the Colorado Bureau of Investigations (CBI) or another background check system that provides information at the same level of detail or higher than the CBI records check, shall be conducted for all employees, volunteers, and contractors of Contractor providing services delivered via one-to-one contact or as specified in the SUA Policy and Procedure Manual, Subsection 401.15. Contractor shall ensure that appropriate follow-up of the background check is completed according to the SUA Policy and Procedure Manual, Subsection 401.15, and shall ensure that its employees, volunteers, and contractors are in compliance with the restrictions of said Subsection. Effective January 1, 2019, Contractor shall comply with the requirements outlined in SUA Policy and Procedure Manual Subsection 401.16 and the correlated DRCOG policy in which it is stipulated that a Colorado Adult Protective Services (CAPS) background check is conducted prior to hiring or contracting with a new employee who will provide direct care to an at-risk adult. Employees, volunteers, or contractors responsible for transporting consumers shall have a valid Colorado driver's license and shall not have any alcohol related offenses in the past three years, or two or more convictions or chargeable accidents within the past two years.

### **5. Sub-grant or Subcontract.**

None of the work or services covered by this Contract shall be sub-granted or subcontracted to any other party except for those listed on Exhibit E (*without the prior written approval of*

DRCOG). Failure to obtain DRCOG's prior approval of any additional sub-grantors or subcontractors shall result in the disallowance of reimbursements for any services provided by sub-grantor or subcontractors not previously approved. Contractor shall verify that all sub-grantees and subcontractors have not been excluded or disqualified pursuant to 2 CFR Part 376 prior to submitting such sub-grantees or subcontractors to DRCOG for approval and shall certify that the proposed sub-grantees and subcontractors are neither excluded nor disqualified by a Federal agency. Any approval by DRCOG of a sub-grantee or subcontractor shall be effective only through the current contract fiscal year and subject to the continuing requirement of non-exclusion or non-disqualification pursuant to 2 CFR Part 376. It shall be Contractor's responsibility to submit verification of such non-exclusion or non-disqualification upon request. See also section 8.0 herein.

#### **6. Licensure.**

Where the State or local public jurisdictions require licensure for the provision of social services provided hereunder, the Contractor shall be licensed and shall meet all requirements of licensure. Contractor shall provide DRCOG notice of any action to revoke or suspend any such licenses as well as any actual suspension or revocation of any licenses within 48 hours of Contractor receiving notice.

#### **7. Contractor Training.**

Contractor shall complete mandatory training through DRCOG at least biannually (or more often if deemed appropriate by DRCOG) regarding contract management of this Contract.

#### **8. Monitoring and Reporting Program Performance.**

The activities of Contractor in providing the services set forth under this Contract shall be monitored by DRCOG in accordance with the applicable provisions of 45 CFR Part 74 and 45 CFR Part 92, other applicable Federal regulations, and this Contract. DRCOG will monitor all activities of Contractor supported by this Contract to assure that the services being performed are consistent with the Contract and applicable Federal and State regulations. Contractor acknowledges that disclosure of protected health information to DRCOG is permitted pursuant to Federal law.

#### **9. Performance Management.**

Contractor shall meet or exceed applicable Performance Measures and Contract Performance Measures as outlined in the State Contract with DRCOG. Contractor acknowledges that such performance measures shall evolve to meet the objective of measuring key performance outcome indicators for the work of the Contractor. DRCOG may, at its discretion, require periodic progress reports from the Contractor describing the current status of the service program or project. Notwithstanding, Contractor shall promptly notify DRCOG of any issues or concerns that may materially impact contract performance.

#### **10. Monthly Data Entry.**

The Federal Administration on Community Living requires certain Older Americans Act data to be reported in the Older Americans Act Performance System (OAAPS). To assist in the data collection for NAPIS, the State requires all Contractors to report services provided in the State software system as designated and assigned by the State. The State software system is currently the State Unit Data System, also referred to as SUDS. System training is available each year and is mandatory for all of Contractor's staff who have been granted access to the State's software system. Contractor shall enter the previous month's service data into the State software system **no later than the fifteenth of the following month**. If the fifteenth of the month falls on a holiday or weekend, then entering of all data shall be due the business day

prior to the fifteenth. Contractor may not seek reimbursement for services that have not been adequately entered into the State system unless otherwise approved in writing by DRCOG. Failure to enter the State software system data correctly and timely is a violation of this Contract and DRCOG may exercise any remedies available under the Contract or at law, including withholding payments.

#### **11. Cost Analysis/Grant Close-out Report.**

Contractor shall prepare and submit to DRCOG by no later than July 31 of the State fiscal year then ended, a cost analysis report in a form approved by DRCOG, comparing actual costs incurred to reimbursements received from DRCOG. In addition, Contractor must maintain adequate supporting documentation of costs reimbursed and submit such backup information with the cost analysis report. If requested by DRCOG at any other time during the contract term, and/or if additional documentation is required, Contractor shall comply with such request.

#### **12. Services Performance Report and Reimbursement Requests.**

Contractor shall submit a monthly service performance report and reimbursement request in a form prescribed by DRCOG. Such report and request shall be filed on or before the fifteenth day of the month following the month in which services are provided, throughout the term of the Contract. If the fifteenth of the month falls on a holiday or weekend, then submissions shall be due the business day prior to the fifteenth. Failure to submit the monthly report and reimbursement request by the prescribed due date may delay processing of payments until the next calendar month or in the case of the final months' reports due on July 15 may result in denied payment by DRCOG. Contractor is responsible for the timely filing, completeness and accuracy of all service performance reports and reimbursement requests. All reports are subject to verification by DRCOG.

Contractor may not receive reimbursement for more than the actual costs incurred for the contracted service. The monthly reimbursement request must reflect actual costs incurred that can be adequately supported with documentation and that are within the calculated limit of grant funds available for drawing down that month. Costs must abide by the service budget approved by DRCOG and, notwithstanding, must be both reasonable and allowable. DRCOG agrees to reimburse Contractor via Electronic Funds Transfer (EFT) (Attachment A) into the bank account designated by Contractor upon approval of reimbursement request during regularly scheduled payment cycles.

#### **13. Waiting Lists.**

Waiting lists shall be established by the Contractor when services are available but cannot be provided to all eligible consumers requesting services. In such circumstances, Contractor shall place eligible consumers on a waiting list. Waiting list procedures must be consistent for and equitable to all eligible consumers. Contractor shall give priority to Older Americans Act targeted populations and to persons in emergency situations where the health, safety, and welfare of the applicant is in jeopardy. Additionally, due consideration shall be given to the individual's time kept on a wait list. Persons shall be removed from the waiting list in accordance with SUA Policy and Procedure Manual, Subsection 205c. Contractor shall develop a waiting list procedure in compliance with the policies set forth in Subsections 205b and 205c of the SUA Policy and Procedure Manual, as amended from time to time and, regardless of whether or not there are consumers waiting for service. Waiting list documentation may be kept in hard copy or electronically but must be printable and made available for review upon request by DRCOG or the SUA. Contractor shall retain waiting list documentation and shall not destroy any such records until notified by DRCOG.

**14. Consumer Complaint/Appeal Process.**

The Contractor shall develop a procedure for service recipients to use in the event that they wish to file a complaint. In addition to receiving such procedures, all consumers must be informed of their rights in the complaint and appeal process. Procedures must be in compliance with SUA Policy and Procedure Subsection 501 and as directed by DRCOG. Complaint/appeals documentation may be kept in hard copy or electronically but must be printable. Contractor shall retain complaint/appeal documentation and shall retain records in accordance with Section 21 herein.

**15. Evaluation.**

Contractor shall implement a quality improvement process, which includes, at a minimum, monitoring of service quality and consumer satisfaction. Methods of receiving consumer input on the quality of services shall be established, documented and utilized by the Contractor on a regular basis throughout the term of this Contract. Examples include site councils, projects councils, consumer forums, consumer satisfaction surveys, telephone interviewed, and visits. Contractor shall, upon DRCOG's request provide information evidencing Contractor's compliance with these requirements. In addition, Contractor shall distribute an annual consumer satisfaction survey designed by the State to a minimum of fifty percent (50%) of registered consumers starting in the month of February. Responses from such surveys shall be collected for reporting by the Contractor per instructions from DRCOG.

**16. Voluntary Contributions and Non-eligible Recipient Fees.**

Contractor shall (1) provide each recipient with an opportunity to voluntarily contribute to the cost of the service; (2) clearly inform each recipient that there is no obligation to contribute and that the contribution is purely voluntary; (3) protect the privacy and confidentiality of each recipient with respect to the recipient's contribution or lack of contribution; (4) establish appropriate accounting procedures to safeguard and account for all contributions; (5) use all collected contributions to expand or enhance the service for which the contributions were given; and (6) identify the income as program income and expend it in accordance with Section 26 below. Contractor shall establish minimum standards and procedures for the responsible collection of, handling, and safeguarding of consumer contributions and non-eligible recipient fees in compliance with SUA Policy and Procedure Manual, Subsection 310.

**17. On-Site Evaluation.**

The Contractor may be subject to an on-site evaluation by DRCOG and/or the State and shall upon such notice, cooperate fully with requirements for the on-site evaluation, as instructed by DRCOG and/or the State.

**18. Policy Changes.**

From time to time during the term of this Contract, DRCOG and/or the State Unit on Aging may revise or adopt policies and procedures that relate to services provided under this Contract. Upon written notice of such changes to policies or procedures, Contractor shall incorporate them into their practices and comply with the provisions thereof.

**19. Eligibility Assessments.**

The Contractor shall conduct an assessment of individual eligibility prior to the delivery of any registered services and for specified services, at least annually thereafter as outlined in the SUA Policy and Procedure Manual for such services. The standardized assessment form provided by DRCOG must be utilized and may not be altered, although an addendum to the assessment may be attached to collect additional information for use by the Contractor. Contractor may conduct assessments in an electronic format provided that the form collects the same

information as required by the DRCOG assessment and has been preapproved in writing by DRCOG. Any addendum to the assessment must also be approved in advance by DRCOG. Eligibility for services provided under this Contract shall be only that the individual receiving service is age 60 or above unless other eligibility requirements exists within Rule Manual Volume 10 or SUA Policy and Procedure for the contracted service. A means test may not be utilized to determine eligibility for OAA/SFSS/ARPA services.

## **20. Target Populations.**

The Contractor shall assure compliance with federal and state requirements to target the following populations of older adults: (1) greatest social need, (2) greatest economic need, (3) at risk for institutional placement, (4) low-income minority, (5) limited English proficiency, and (6) residing in rural areas. Contractor shall develop and implement a plan that directs outreach and prioritizes services to such targeted populations.

## **21. Records.**

The Contractor agrees to retain all records pertinent to this Contract for a period of three years after final payment hereunder. In the event that activities or costs are questioned by audit, records shall be retained until all questioned items are resolved. Contractor shall maintain confidentiality of information relating to specific consumers by ensuring that such information is gathered only with the informed consent of the consumer, such information is used only for the purposes gathered, adequate security of records is maintained to prevent unauthorized use, access to consumer records and identifiable information is limited only to program staff, and consumer files are kept under lock and key after use. Contractor shall maintain the confidentiality of protected health information as required by law, including the consumer's individually identifiable health information.

## **22. Accounting Records.**

Records which identify adequately the source and application of funds for Contract activities shall be maintained for the period provided in Section 21 above and shall comply with the requirements of the Older Americans Act, Colorado Revised Statutes, Rule Manual Volume 10 and the SUA Policy and Procedure Manual, as from time to time amended.

## **23. Contractor Audits.**

The Contractor shall ensure that an annual independent audit is conducted of the Contractor's financial records in accordance with the requirements of Title II Part 200 of the Code of Federal Regulations. The Contractor shall send a copy of the most recent audit to DRCOG for review. All activities and costs charged under this Contract shall be in accordance with the provisions of the Older Americans Act, Colorado Revised Statutes, Rule Manual Volume 10 and the SUA Policy and Procedure Manual, as from time to time amended, including but not limited to compliance with cost principles set forth in: Title II Part 200 of the Code of Federal Regulations and Government Audit Standards regardless of the amount of Federal funding the Contractor receives. Federal Acquisition Regulations at 48 C.F.R. Part 31.2 shall also apply when applicable. Should an audit or other financial review disallow any reimbursed costs, the disallowed funds shall be returned to DRCOG or, in DRCOG's discretion and to the extent permitted by Federal and State law and regulations, offset against current or future payments to Contractor. Failure to fulfill these audit obligations is a breach of this Contract and will subject Contractor to all remedies available herein and at law, including all funds being due and payable back to DRCOG.

**24. Audits and Inspections.**

During the Contract period, the retention period and as long thereafter as the records are maintained, at any time during normal business hours, Contractor shall make available to DRCOG, HHS, the State and the Comptroller General of the United States, or their authorized representatives, any books, documents, papers or other records of the Contractor with respect to all matters covered by this Contract in order to make audit, examination, excerpts, and transcripts. Contractor acknowledges that disclosure of protected health information to DRCOG, HHS, the State and the Comptroller General of the United States and their authorized representatives is permitted pursuant to Federal law. Failure to make records available for inspection within 72 hours of notice shall be deemed a violation of the Contract.

**25. Additional Records Required.**

Contractors shall develop and maintain the records required by applicable laws and regulations including but not limited to Section 401.7 of the SUA Policy and Procedure Manual and including the following records: personnel records for each employee to include documentation of training, documentation of supervision, and documentation of current licensure if applicable; a Targeting Plan; Emergency Response Plan (if nutrition and/or transportation provider); client confidentiality procedures; procedures for handling and reporting of critical incidents, including accidents, suspicion of abuse, neglect or exploitation, and criminal activity; a log of all complaints and critical incidents; records for each older adult served; and travel documentation policies and procedures. These shall be maintained by the Contractor and made available to DRCOG, SUA and/or their authorized representatives upon request.

**26. Income.**

Program income, including participant contributions, earned by the Contractor from activities which are supported by this Contract shall be added to funds committed to the project or program and used for allowable costs of services under the Contract to further the objectives of this Contract as provided under 45 CFR 74.24(b)(1). Program income must be fully expended within the reporting month it was received and cannot be carried over for any period of time.

**27. Income Accounting Records.**

Program income must be accounted for according to the additional costs alternative specified in Section 26 above and pursuant to 45 CFR, Section 74.24.

**28. Equal Employment Opportunity.**

The Contractor agrees to comply with all applicable Federal laws, regulations, and orders regarding "Equal Employment Opportunity", as from time to time amended, and to execute such provisions as are required under Exhibit "C" attached hereto. **The parties hereby incorporate the requirements of 41 C.F.R. § 60-1.4(a) and 29 C.F.R. § 471, Appendix A to Subpart A, if applicable.**

**This contractor and subcontractor shall abide by the requirements of 41 CFR 60-300.5(a) and 41 CFR 60-741.5(a), if applicable. These regulations prohibit discrimination against qualified protected veterans and qualified individuals with disabilities, and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans and qualified individuals with disabilities.**

**29. Handicapped.**

The Contractor will not discriminate in employment on the basis of handicap against any qualified handicapped person and agrees to take positive steps to employ and advance in employment qualified handicapped persons and to comply with Department of Human Services Regulations (45 CFR Part 84), as from time to time amended.

**30. Identification of Documents.**

Contractor shall designate on the front cover or title page of all reports, maps and other documents completed as part of this Contract, other than documents exclusively for internal use by the Contractor, an acknowledgement of the support received under "the Older Americans Act."

**31. Publication, Reproduction and Use of Material.**

Material produced in whole or in part under this Contract may not be subject to copyright laws.

**32. Procurement.**

All procurement transactions for supplies, equipment and services shall be conducted in a manner to provide, to the maximum extent practicable, open and free competition as provided under 45 CFR, Part 74, Subpart C, as from time to time amended, and shall comply with the provisions of 45 CFR, Part 74, Subpart C.

**33. Work Hours.**

The Contractor shall comply with the Contract Work Hours and Safety Standards Act and comply with the Department of Labor Regulations (29 CFR Part 5), as from time to time amended.

**34. Interest of Contractor.**

The Contractor covenants 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 required to be performed under this Contract. No person having any such interest shall be employed or participate in any decision relative to this Contract.

**35. Assignability.**

The Contractor shall not assign any interest in this Contract and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of DRCOG thereto; provided, however, that claims for money due or to become due to the Contractor from DRCOG under this Contract may be assigned to a bank or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished to DRCOG.

**36. Influencing Legislation.**

To the extent prohibited by Federal or State law, as from time to time amended, no part of this Contract shall be used to pay the salary or expenses of any person or any organization acting for the Contractor to engage in any activity designed to influence legislation or appropriations pending before the Congress, or legislation or appropriations pending before the State General Assembly.

**37. Termination for Cause.**

If, through any cause, the Contractor shall fail to meet performance measures set forth by the State, fail to fulfill in timely and proper manner with Contractor obligations under this Contract or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, DRCOG shall thereupon have the right to terminate this Contract by giving written notice to the



Contractor of such termination, the reasons for such termination, and specifying the effective date thereof, at least 5 days before the effective date of such termination, unless a shorter time is set forth herein for any failure to fulfill Contractor's obligations.

### **38. Termination Due to Loss of Funding.**

The parties hereto expressly recognize that the Contractor is to be paid, reimbursed, or otherwise compensated with funds provided to DRCOG for the purpose of contracting for the services provided for herein, and therefore, the Contractor expressly understands and agrees that all its rights, demands, and claims to compensation arising under this Agreement are contingent upon receipt of such funds by DRCOG. In the event that such funds or any part thereof are not received by DRCOG, DRCOG may immediately terminate this Agreement without liability, including costs for termination.

### **39. Termination for the Convenience of DRCOG.**

DRCOG may terminate this Contract at any time by giving written notice to the Contractor of such termination, which shall be effective upon receipt of the written notice. If the Contract is terminated by DRCOG as provided herein, the Contractor shall be entitled to receive compensation for services performed prior to the effective date of such termination, subject to such services being completed to the satisfaction of DRCOG, and except as provided in Section 6.0 of this Contract.

### **40. Project Material.**

In the event of termination, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the Contractor under this Contract shall, at the option of DRCOG, become its property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

### **41. Liability.**

Notwithstanding the above, the Contractor shall not be relieved of liability to DRCOG for damages sustained by DRCOG by virtue of any breach of the Contract by the Contractor, and DRCOG may withhold any payments to the Contractor for the purpose of setoff until such time as the exact amount of damages due DRCOG from the Contractor is determined.

### **42. Remedies.**

Where the Contractor violates or breaches terms of this Contract, DRCOG, at its discretion, shall terminate said Contract subject to the provisions hereinabove stated, and, in addition, may institute such administrative, contractual or legal remedies available to DRCOG as may be appropriate. In addition to the corrective actions set forth below, DRCOG may take one or more of the following actions, as appropriate in the circumstances:

1. Temporarily withhold payments pending correction of deficiency by the Contractor.
2. Disallow all or part of the cost of the activity or action not in compliance.
3. Wholly or partly suspend or terminate the Contract, including suspending the Contract and services provided under the Contract pending any audit or other investigation.
4. Withhold further Contracts with Contractor.

5. Take any other remedies that may be legally available.

#### **43. Corrective Action.**

In the event the Contractor fails to expend by December 31 of the current fiscal year of the contract term at least forty percent (40%) of the contracted funds detailed in Section 5.1; fails to expend by March 31 of the current fiscal year of the contract term at least seventy percent (70%) of the contracted funds detailed in Section 5.1; or fails to provide adequate documentation as requested by DRCOG, or in the event DRCOG finds that Contractor is failing to conform to the terms and conditions of this Contract, then DRCOG may, in its sole discretion and in addition to any other remedies it may have, including termination of this Contract, require that a corrective action plan be prepared by a date specified by DRCOG and suspend payments under the Contract, such payments to begin only upon production by the Contractor of and compliance with a corrective action plan satisfactory to DRCOG. Further, DRCOG shall have the right, upon issuance of notice to the Contractor and without necessity of an amendment, to retain and reallocate to other contractor's funds remaining under this Contract in the event of any termination or any failure of the Contractor to provide the service units listed in Exhibit A in accordance with this Contract or any corrective action plan. Nothing in this subsection shall require that DRCOG accept a corrective action plan in lieu of exercising its rights to terminate this Contract.

#### **44. Erroneous Payments.**

Unless prohibited by Federal or State law or regulation, any costs incurred by the Contractor that are later found to be disallowed or ineligible for payment under this Contract shall be reimbursed by the Contractor to DRCOG or offset against current or future payments due by DRCOG to the Contractor, at DRCOG's election.

#### **45. Provisions of Services: Expenditures of Funds.**

DRCOG intends to require that the service units provided by Contractor pursuant to this Contract be provided throughout the entire duration of the fiscal year. As such, Contractor shall expend no more than sixty percent (60%) of the contracted funds detailed in Section 5.1 prior to December 31 of the then current fiscal year and no more than ninety percent (90%) of said funds prior to March 31 of the then current fiscal year without the express prior written consent of DRCOG. If Contractor fails to comply with these limitations, DRCOG may in its sole discretion and in addition to any other remedies it may have, including termination of this Contract, require a corrective action plan and suspend payments under the Contract pursuant to the guidelines listed above. Contractor understands and agrees that nothing in this section limits DRCOG's authority set forth in Section 6.0 of this Contract, including but not limited to, its authority to require the return of funds previously paid to Contractor for services provided hereunder because of sequestration.

#### **46. Safeguarding Personally Identifiable Information (PII).**

If Contractor will or may receive PII under this Contract, the Contractor shall provide for the security of such PII in a manner and form acceptable to DRCOG, including without limitation, State non-disclosure requirements, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections, and audits. Contractor shall be a "Third-Party Service Provider" as defined in C.R.S. § 24-73-103(1)(i), shall maintain security procedures and practices consistent with C.R.S. § 24-73-101, et seq., and has a statutory duty to notify and cooperate with DRCOG in the event of a security breach that compromises personal information in the most expedient time and without unreasonable delay. For purpose of this Contract, "Personally Identifiable Information" or "PII" means any information maintained about an individual that can be used to

distinguish or trace an individual's identity, such as name, social security number, date and place of birth, mother's maiden name, or biometric records; and any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information. PII includes, but is not limited to, all information defined as personally identifiable information in C.R.S. § 24-72-501.

#### **47. Litigation Reporting.**

If Contractor is served with a pleading or other document in connection with an action before a court or other administrative decision-making body, and such pleading or document relates to this Contract or may affect Contractor's ability to perform its obligations under this Contract, Contractor shall, within 5 days after being served, notify DRCOG of such action and deliver copies of such pleading or document to DRCOG.

#### **48. Compliance with Laws.**

In addition to the "Administrative Requirements" set forth in Section 3.0 herein, the Contractor and its agent(s) shall at all times during the term of this contract, be bound by and strictly adhere to the following Federal and State laws, rules, regulations and the State Unit on Aging (SUA) Policies and Procedures as they currently exist and may hereafter be amended, which documents are incorporated herein by this reference:

- A. Federal Older Americans Act;
- B. Code of Federal Regulation (CFR), Title 45 Public Welfare;
- C. Older Coloradans Act, C.R.S. 26-11-100.1 et seq.;
- D. C.R.S. Title 25 Health and 26 Human Services Code;
- E. Colorado Long-Term Care Ombudsman Act, C.R.S. 26-11.5 et seq.;
- F. Colorado Department of Human Services Staff Manual Volume 10;
- G. Administration on Aging Fiscal Guide, Older Americans Act, Titles III and VII;
- H. Colorado Retail Food Establishment Rules and Regulations;
- I. Dietary Guidelines for Americans;
- J. Dietary Reference Intakes (DRIs);
- K. SUA Policy and Procedures Manual;
- L. SUA Policy Directives;
- M. Code of Federal Regulation (CFR) Title 48 Section 3.908 Whistleblower Protection;
- N. Title II Part 200 of the Code of Federal Regulations; and
- O. CAPS Fees C.R.S. 24-75-402; CAPS Statute C.R.S. 26-3.1-111; CAPS Implementation Regulation 12 CCR 2518-1, Volume 30.960

#### **49. Independent Contractor.**

Contractor shall perform its duties hereunder as an independent contractor and not as an employee. Neither Contractor nor any agent or employee of Contractor shall be deemed to be an agent or employee of DRCOG. Contractor shall not have authorization, express or implied, to bind DRCOG to any agreement, liability or understanding, except as expressly set forth herein. **Contractor and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through DRCOG and DRCOG shall not pay for or otherwise provide such coverage for Contractor or any of its agents or employees. Contractor shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Contract. Contractor shall (i) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (ii) provide proof thereof when requested by DRCOG, and (iii) be solely responsible for its acts and those of its employees and agents.**

**50. No Third Party Beneficiaries.**

It is expressly understood and agreed that enforcement of the terms and conditions of this Contract, and all rights of action relating to such enforcement, shall be strictly reserved to DRCOG and Contractor, and nothing contained in this Contract shall give or allow any such claim or right of action by any other third party on such Contract.

**51. Choice of Law, Venue, Jurisdiction.**

Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Contract. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. All suits or actions related to this Contract shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in the City and County of Denver.

THIS CONCLUDES the provisions of these supplementary terms and conditions.

**EXHIBIT C: ASSURANCE OF COMPLIANCE WITH THE DEPARTMENT OF  
HEALTH AND HUMAN SERVICES REGULATION UNDER  
TITLE VI OF THE CIVIL RIGHTS ACT OF 1964  
AND SECTION 504 OF THE REHABILITATION ACT OF 1973**

The Contractor HEREBY AGREES to comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and all requirements imposed by or pursuant to Regulations of the Department of Health and Human Services (HHS) (45 CFR Part 80) issued pursuant to that title, and to comply with Section 504 of the Rehabilitation Act of 1973 (P.L. 93-112) and all requirements imposed by or pursuant to the Regulations of the HHS (45 CFR Part 84) issued pursuant to the Act, all as from time to time amended, to the end that, in accordance with Title VI, the Act and Regulations, no person in the United States shall, on the grounds of race, color, national origin, or non-qualified handicap, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Contractor receives Federal financial assistance from DRCOG, a recipient of Federal financial assistance from HHS; and HEREBY GIVES ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Contractor by DRCOG, this assurance shall obligate the Contractor, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is so provided, this assurance shall obligate the Contractor for the period during which it retains ownership or possession of the property. In all other cases, this assurance shall obligate the Contractor for the period during which the Federal financial assistance is extended to it by DRCOG.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property, discounts or other Federal financial assistance extended after the date hereof to the Contractor by DRCOG, including installment payments after such date on account of applications for Federal financial assistance which were approved before such date. The Contractor recognizes and agrees that such Federal financial assistance will be extended in reliance on the representations and agreements made in this assurance, and that DRCOG or the United States or both shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Contractor, its successors, transferees, and assignees.

## **EXHIBIT D: INDEMNIFICATION & INSURANCE**

### **Section 1. Indemnification.**

To the extent allowable by law, the Contractor agrees to indemnify and hold harmless the State of Colorado, DRCOG, their officers, employees, and insurers, from and against all liability, claims, and demands, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this Contract, if such injury, loss, or damage is caused in whole or in part by, or is claimed to be caused in whole or in part by, the act, omission, error, professional error, mistake, negligence, or other fault of the Contractor, any subcontractor or subcontractor of the Contractor, or any officer, employee, representative, or agent of the Contractor or of any subcontractor or subcontractor of the Contractor, or which arise out of any workers' compensation claim of any employee of the Contractor or of any employee of any subcontractor or subcontractor of the Contractor. The Contractor agrees to investigate, handle, respond to, and to provide defense for and defend against, any such liability, claims, or demands at the sole expense of the Contractor. The Contractor also agrees to bear all other costs and expenses related thereto, including court costs and attorney fees, whether or not any such liability, claims, or demands alleged are groundless, false, or fraudulent.

No term or condition of this Contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions for the parties, of the Colorado Governmental Immunity Act, C.R.S. § 24-10-101 *et seq.* or the Federal Tort Claims Act, 28 U.S.C. § 2671 *et seq.* as applicable, as now or hereafter amended. The Contractor, by execution of this Contract containing this indemnification clause, is relying upon and does not waive the operation of any law concerning the Contractor's ability to indemnify.

### **Section 2. Insurance.**

#### **2.1 Procure and Maintain**

The Contractor agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by the Contractor pursuant to Section 1 of this Exhibit D. Such insurance shall be in addition to any other insurance requirements imposed by this agreement or by law. The Contractor shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to Section 1 of this Exhibit D by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types.

#### **2.2 Coverage Amounts**

(a) Contractor shall procure and maintain and shall cause each subcontractor hired to perform services under this Agreement pursuant to its' obligations herein to procure and maintain, the minimum insurance coverages listed below. Such coverages shall be procured and maintained with forms and insurers acceptable to DRCOG.

(b) All coverages shall be continuously maintained through the term of this contract to cover all liability, claims, demands, and other obligations assumed by the Contractor pursuant to Section 1 of this Exhibit D.

(c) In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage for a period of three years beyond the expiration of the contract. Evidence of qualified self-insured status may be substituted for the insurance requirements listed below.

(1) Workers' Compensation insurance to cover obligations imposed by applicable laws for any employee engaged in the performance of work under this agreement, and Employers' Liability insurance with minimum limits of ONE HUNDRED THOUSAND DOLLARS (\$100,000) each accident, FIVE HUNDRED THOUSAND DOLLARS (\$500,000) disease policy limit, and ONE HUNDRED THOUSAND DOLLARS (\$100,000) disease - each employee. Provide a waiver of subrogation in favor of DRCOG.

(2) General Liability insurance with minimum combined single limits of ONE MILLION DOLLARS (\$1,000,000) each occurrence; ONE MILLION DOLLARS (\$1,000,000) aggregate; ONE MILLION DOLLARS (\$1,000,000) products and completed operations aggregate; and FIFTY THOUSAND DOLLARS (\$50,000) any one fire. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal and advertising injury (including coverage for contractual and employee acts), blanket contractual, products, and completed operations.

(3) Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than ONE MILLION DOLLARS (\$1,000,000) each occurrence and ONE MILLION DOLLARS (\$1,000,000) aggregate with respect to each of Contractor's owned, hired or non-owned vehicles assigned to or used in performance of the services.

(4) Security & Privacy Liability or Cyber Risk insurance to cover loss of protected information, including without limitation Protected Health Information ("PHI") and Personally Identifiable Information ("PII") data and claims based upon alleged violations of privacy rights through improper use or disclosure of protected information with minimum annual limits as follows:

- Contractors with 10 or less clients **or** revenues of \$250,000 or less shall maintain limits on Privacy Liability Insurance of not less than \$50,000.
- Contractors with 25 or less clients **or** revenues of \$500,000 or less shall maintain limits on Privacy Liability Insurance of not less than \$100,000.
- Contractors with more than 25 clients **or** revenues of more than \$500,000 shall maintain limits on Privacy Liability Insurance of not less than \$1,000,000 each occurrence and \$2,000,000 general aggregate.

(5) Professional Liability insurance in the amount of ONE MILLION DOLLARS (\$1,000,000) each occurrence for coverage to defend against allegations as well as damages resulting from failure to perform on the part of, financial loss caused by, and error or omission in the service or product of the policy holder.

### **2.3 Additional Insured**

Every policy required above shall be primary insurance, and any insurance carried by DRCOG, its officers, or its employees, shall be excess and not contributory insurance to that provided by Contractor. No additional insured endorsement to the policy required by paragraph (1) above shall contain any exclusion for bodily injury or property damage arising from completed

operations. The Contractor shall be solely responsible for any deductible losses under any policy required above.

## **2.4 Certificates of Insurance**

A certificate of insurance evidencing coverage and naming DRCOG, its officers, its employees and the State of Colorado as additional insureds on all general liability policies and shall be completed by the Contractor's insurance agent as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect, and shall be reviewed and approved by DRCOG prior to commencement of the agreement. In the case of qualified self-insurance status, DRCOG may require satisfactory evidence of sufficient funding for such purposes. The certificate shall identify this Contract and shall provide that coverages afforded under the policies shall not be cancelled, terminated or materially changed until at least 30 days prior written notice has been given to DRCOG. The completed certificate and/or evidence of qualified self-insured status must be sent with the signed Contract to:

Denver Regional Council of Governments  
Attention: Contracts  
1001 17<sup>th</sup> Street, Suite 700  
Denver, Colorado 80202

## **2.5 Coverage Requirements**

(a) Failure on the part of the Contractor to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach of this agreement upon which DRCOG may immediately terminate this agreement, or at its discretion, DRCOG may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by DRCOG shall be repaid by Contractor to DRCOG upon demand, or DRCOG may offset the cost of the premiums against any monies due to Contractor from DRCOG.

(b) DRCOG reserves the right to request and receive a certified copy of any policy and any endorsement thereto.

(c) The parties hereto understand and agree that DRCOG is relying on and does not waive or intend to waive by any provision of this agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, 24-10-101 et. seq., C.R.S., as from time to time amended, or otherwise available to DRCOG, its officers, or its employees.

(d) Notwithstanding the above provisions, the Contractor, if a governmental entity, may elect to self-insure for any of the coverage areas required by subsections (b)(1) – (b)(3) of this Section 2. In such case, the Contractor shall maintain a claims fund that is available solely to pay claims against the Contractor that are proven or otherwise settled by the Contractor in its sole discretion. Such claims fund is intended for and available for only those purposes and is not available or allocated to fund a commitment or obligation, if any, or to defend or indemnify any party. Payments out of such funds may require approval by the Contractor's governing body. It is understood and agreed that a commitment by the Contractor to self-insure by the creation of said claims fund does not commit the Contractor to otherwise appropriate funds to fund self-insurance for this Contract or for any other commitment of the Contractor, and it is further understood and agreed that the Contractor has not appropriated funds for such purpose. In case of such election to self-insure, the Contractor shall itself provide DRCOG with written confirmation of the Contractor's self-insured status and the existence of said claims fund.



## **EXHIBIT E: APPROVED SUBCONTRACTORS**

Subcontractor(s) will be incorporated into this contract only by written approval from DRCOG. Upon DRCOG approval and contract execution by both parties, approved Subcontractors (listed below, if applicable) shall be made part of this Contract and legally bound to all applicable provisions herein.

**ARDC** – Assisted Transportation, Chore, Homemaker

**Castle Rock Senior Activity Center** – Assisted Transportation

**Visiting Angels** – Homemaker, Personal Care

## **EXHIBIT F: FIXED ASSETS**

**Note:** This Exhibit F is applicable only to contracts that include funding of a fixed asset acquisition approved by DRCOG.

### **1.0 FIXED ASSETS**

DRCOG hereby approves the acquisition of the fixed assets described in Contractor's Proposal, which is herein incorporated by reference and made a part of this Contract. Fixed assets may include (1) real property (land, buildings, and building improvements); (2) leasehold improvements (remodeling or redecorating of rented or leased spaces); and (3) tangible personal property (office furniture, kitchen equipment and vehicles) with a useful life of more than one year and an acquisition cost greater than \$5,000 per unit.

#### **1.1 Real Property.**

Title to any real property shall vest in Contractor subject to the condition that the Contractor shall use the real property for the authorized purpose of the project as long as it is needed and shall not encumber the property without approval of DRCOG.

#### **1.2 Equipment.**

Title to equipment shall vest in Contractor subject to the following conditions:

1. Contractor shall not use equipment acquired hereunder to provide services to non-Federal organizations for a fee that is less than private companies charge for equivalent services. All user charges shall be treated as program income.
2. Contractor shall use the equipment in the project as long as needed, whether or not the project continues to be supported by Federal or State funds, and shall not encumber the equipment without the approval of DRCOG. When no longer needed for the original project, the Contractor shall use the equipment in compliance with applicable Federal and State regulations.
3. Contractor shall make the equipment available for use on other projects or programs if such other use will not interfere with the work on the program for which the equipment was originally acquired. First preference for such other use shall be given to other programs, projects, or activities sponsored by DRCOG. Use by others shall be in preference order consistent with applicable Federal and State regulations.
4. When acquiring replacement equipment, Contractor may use the equipment to be replaced as trade-in or sell the equipment and use the proceeds to offset the costs of the replacement equipment, subject to the approval of DRCOG.
5. Contractor shall maintain accurate equipment records and shall take a physical inventory of equipment and reconcile the results with the equipment records annually. Any discrepancies between quantities determined by the physical inspection and those shown in the accounting records shall be investigated to determine the causes of the differences. Contractor shall annually verify the existence, current utilization, and continued need for the equipment. Contractor shall submit to DRCOG annually a property inventory report for all fixed assets acquired under this Contract in the form attached hereto or other report template as approved by DRCOG.

6. Contractor shall maintain a control system to insure adequate safeguards to prevent loss, damage, or theft of the equipment. Contractor shall implement adequate maintenance procedures to keep the equipment in good condition. In the event the Contractor no longer needs the equipment, Contractor shall contact DRCOG for instructions. In such event, DRCOG reserves the right to order the transfer of title of the equipment to the Federal Government or to a third party named by DRCOG when such third party is otherwise eligible.

### **1.3 Supplies.**

Title to supplies shall vest in the Contractor upon acquisition. Contractor shall not use supplies acquired under this Contract to provide services to non-Federal organizations for a fee that is less than private companies charge for equivalent services, unless authorized by DRCOG. User charges shall be treated as program income.

## **2.0 ACQUISITION OF FIXED ASSETS**

### **2.1 Acquire of Asset.**

Contractor shall acquire the fixed assets as set forth in its Proposal in compliance with all applicable procurement standards set forth in either State or Federal regulations. Contractor is the responsible authority, without recourse to DRCOG, regarding the settlement and satisfaction of all contractual and administrative issues arising out of procurements entered into in support of this Contract.

### **2.2 Written Standards**

Contractor shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts. No employee, officer, or agent of Contractor shall participate in the selection, award, or administration of a contract supported by this Contract if a real or apparent conflict of interest would be involved. The officers, employees, and agents of the Contractor shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to sub agreements.

### **2.3 Procurement**

All procurement transactions shall be conducted in a manner to provide, to the maximum extent practical, open and free competition. Awards shall be made to the bidder or offeror whose bid or offer is responsive to the solicitation and is most advantageous to the Contractor, price, quality and other factors considered.

Contractor shall establish written procurement procedures in compliance with 45 CFR § 74.44.

## **3.0 ADMINISTRATIVE REQUIREMENTS**

In performance of its obligations under this Contract, Contractor shall comply with all applicable provisions of Rule Manual Volume 10, SUA Policy and Procedure Manual Subsection 313, 45 CFR Part 74 and 45 CFR Part 92, as applicable, regarding acquisition, use and disposition of fixed assets.

#### **4.0 INSURANCE**

In addition to Contractor's obligations to maintain insurance as set forth in the Contract, Contractor shall maintain, at a minimum, insurance coverage adequate to cover the replacement value of all fixed assets.

#### **5.0 USE OF FIXED ASSETS**

Fixed assets shall be used for the purposes set forth in this Contract and the Contractor's proposal. Fixed assets may be used on a part-time basis for non-contract purposes as follows:

1. By nonprofit agencies, provided that: (1) a minimum usage fee is charged in accordance with Program Income requirements pursuant to Rule Manual Volume 10; and (2) the part-time usage does not conflict with the use of the equipment for the purposes of the Contract.

2. By profit-making organizations, provided that: (1) a usage fee equal to or greater than the prescribed minimum is charged; (2) usage does not conflict with the use of the equipment for purposes of the Contract; and (3) prior approval has been obtained from DRCOG.

#### **6.0 DISPOSITION OF FIXED ASSETS**

##### **6.1 Real Property.**

In the event that the Contractor determines that real property acquired under this Contract is no longer needed for the purpose of the original project, Contractor shall obtain written approval from DRCOG for the use of the real property in other Federally sponsored projects. Use in other projects shall be limited to those Federally sponsored projects or programs that have purposes consistent with those authorized for support by DRCOG. If the real property is no longer needed for a Federally sponsored project, then Contractor shall request disposition instructions from DRCOG or its successor.

##### **6.2 Equipment.**

In the event Contractor determines that equipment acquired under this Contract is no longer needed for the purpose of the project, Contractor may use the equipment for other activities as follows: for equipment with a current per unit fair market value of \$5,000 or more, the Contractor may retain the equipment for other uses provided that compensation is made to DRCOG. The amount of compensation shall be computed by applying the percentage of DRCOG's share in the cost of the original project or program to the current fair market value of the equipment. If the recipient has no need for the equipment, the recipient shall request disposition instructions from DRCOG.

##### **6.3 Supplies.**

If there is a residual inventory of unused supplies exceeding \$5,000 in total aggregate value upon termination or completion of the project and the supplies are not needed for any other Federally sponsored program, the Contractor shall retain the supplies for use on non-Federally sponsored activities or sell them, but shall, in either case, compensate DRCOG for its share. The amount of compensation shall be computed by applying the percentage of DRCOG's share in the cost of the original project or program to the current fair market value of the supplies.

##### **6.4 Disposition.**

These provisions regarding disposition of fixed assets shall survive termination of the Contract.

## **7.0 HHS GRANT**

It is agreed by the above parties that should the Department of Health and Human Services ("HHS") or the State disapprove this Contract or refuse or fail to make the grant to DRCOG as contemplated by this Contract, then this Contract shall be void and shall not be binding on any parties hereto.

## **8.0 CHANGES**

Any changes, including any increase in the amount of this Contract, which are mutually agreed upon by and between DRCOG and the Contractor, shall be incorporated in written amendments to this Contract.

## **9.0 TERMS AND CONDITIONS**

The parties agree that this Contract is also subject to the provisions set forth in the Contract between DRCOG and Contractor. If Contractor does not comply with the requirements set forth herein or in the Contract, Contractor agrees to return the value of the fixed assets to DRCOG.

PROPERTY INVENTORY FORM

DENVER REGIONAL COUNCIL OF GOVERNMENT, AREA AGENCY ON AGING

Inventory Tag Number: \_\_\_\_\_ Date of physical inventory: \_\_\_\_\_

Description:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Manufacturer’s serial number, model number, or other identification number:  
\_\_\_\_\_

Source of equipment (include award number):  
\_\_\_\_\_  
\_\_\_\_\_

Title in (check one): ☐ Contractor ☐ DRCOG  
☐ Federal Government ☐ State

Acquisition Date: \_\_\_\_\_ Acquisition Cost: \_\_\_\_\_

Percentage of DRCOG share in cost of equipment (attach documentation to calculate percentage): \_\_\_\_\_

Location of equipment:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Condition of equipment: \_\_\_\_\_

Unit acquisition cost: \_\_\_\_\_

Ultimate disposition data:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## EXHIBIT G: HIPAA BUSINESS ASSOCIATE ADDENDUM

This Business Associate Addendum (“Addendum”) is a part of the Contract between the Denver Regional Council of Governments (“DRCOG”), Area Agency on Aging, and “Contractor”. For purposes of this Addendum, DRCOG, Area Agency on Aging, is referred to as “AAA” and the Contractor is referred to as “Associate”. Unless the context clearly requires a distinction between the Contract document and this Addendum, all references herein to “the Contract” or “this Contract” include this Addendum.

### RECITALS

- A. AAA entered into a HIPAA Business Associate Addendum (“State Addendum”) with the Department of Human Services, Division of Aging and Adult Services (“Covered Entity” or “CE”) as required by the HIPAA Regulations, the Privacy Rule (defined below), which requires the CE, prior to disclosing protected health information to AAA, to enter into a contract containing specific requirements as set forth in, but not limited to, Title 45, Sections 160.103, 164.502(e) and 164.504(e) of the Code of Federal Regulations (“CFR”) and contained in this Addendum.
- B. Associate, as a sub-grantee of AAA, has access to certain information, some of which may constitute Protected Health Information (“PHI”) (defined below).
- C. As a subgrantee with access to PHI, Associate is a Business Associate and subject to obligations with respect to PHI under HIPAA in the same manner as the State Addendum.
- D. AAA and Associate intend to protect the privacy and provide for the security of PHI disclosed to Associate pursuant to this Contract in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (“HIPAA”) and regulations promulgated thereunder by the U.S. Department of Health and Human Services (the “HIPAA Regulations”) and other applicable laws, as amended.

The parties agree as follows:

#### 1. Definitions.

a. Except as otherwise defined herein, capitalized terms in this Addendum shall have the definitions set forth in the HIPAA Privacy Rule at 45 CFR Parts 160 and 164, as amended (“Privacy Rule”). In the event of any conflict between the mandatory provisions of the Privacy Rule and the provisions of this Contract, the Privacy Rule shall control. Where the provisions of this Contract differ from those mandated by the Privacy Rule, but are nonetheless permitted by the Privacy Rule, the provisions of this Contract shall control.

b. “Protected Health Information” or “PHI” means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 CFR Section 160.103.

c. “Protected Information” shall mean PHI provided by CE or AAA to Associate or created or received by Associate on CE’s or AAA’s behalf.

## **2. Obligations of Associate.**

a. Permitted Uses. Associate shall not use Protected Information except for the purpose of performing Associate’s obligations under this Contract and as permitted under this Addendum. Further, Associate shall not use Protected Information in any manner that would constitute a violation of the Privacy Rule if so used by CE or AAA, except that Associate may use Protected Information: (i) for the proper management and administration of Associate; (ii) to carry out the legal responsibilities of Associate; or (iii) for Data Aggregation purposes for the Health Care Operations of CE. Additional provisions, if any, governing permitted uses of Protected Information are set forth in Attachment A to this Addendum.

b. Permitted Disclosures. Associate shall not disclose Protected Information in any manner that would constitute a violation of the Privacy Rule if disclosed by CE or AAA, except that Associate may disclose Protected Information: (i) in a manner permitted pursuant to this Contract; (ii) for the proper management and administration of Associate; (iii) as required by law; (iv) for Data Aggregation purposes for the Health Care Operations of CE; or (v) to report violations of law to appropriate federal or state authorities, consistent with 45 CFR Section 164.502(j)(1). To the extent that Associate discloses Protected Information to a third party, Associate must obtain, prior to making any such disclosure: (i) reasonable assurances from such third party that such Protected Information will be held confidential as provided pursuant to this Addendum and only disclosed as required by law or for the purposes for which it was disclosed to such third party; and (ii) an agreement from such third party to immediately notify Associate of any breaches of confidentiality of the Protected Information, to the extent it has obtained knowledge of such breach. Additional provisions, if any, governing permitted disclosures of Protected Information are set forth in Attachment A.

c. Appropriate Safeguards. Associate shall implement appropriate safeguards consistent with applicable law as are necessary to prevent the use or disclosure of Protected Information other than as permitted by this Contract. Associate shall maintain a comprehensive written information privacy and security program consistent with applicable law that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Associate’s operations and the nature and scope of its activities.

d. Reporting of Improper Use or Disclosure. Associate shall report to AAA in writing any use or disclosure of Protected Information other than as provided for by this Contract within five (5) days of becoming aware of such use or disclosure.

e. Associate’s Agents. If Associate uses one or more subcontractors or agents to provide services under the Contract, and such subcontractors or agents receive or have access to Protected Information, each subcontractor or agent shall sign an agreement with Associate containing substantially the same provisions as this Addendum and further identifying CE and AAA as third party beneficiaries with rights of enforcement and indemnification from such subcontractors or agents in the event of any violation of such subcontractor or agent agreement. Associate shall implement and maintain sanctions against agents and subcontractors that violate such restrictions and conditions and shall mitigate the effects of any such violation.



f. Access to Protected Information. Associate shall make Protected Information maintained by Associate or its agents or subcontractors in Designated Record Sets available to AAA by the deadline specified in a written request by AAA so that AAA may comply with any request(s) by CE to AAA for inspection and copying of records to enable CE to fulfill its obligations to permit individual access to PHI under the Privacy Rule, including, but not limited to, 45 CFR Section 164.524.

g. Amendment of PHI. By the deadline specified in a written request from AAA for an amendment of Protected Information or a record about an individual contained in a Designated Record Set, Associate or its agents or subcontractors shall make such Protected Information available to AAA to provide to CE so that CE may fulfill its obligations with respect to requests by individuals to amend their PHI under the Privacy Rule, including, but not limited to, 45 CFR Section 164.526. If any individual requests an amendment of Protected Information directly from Associate or its agents or subcontractors, Associate must notify AAA in writing within two (2) days of receipt of the request.

h. Accounting Rights. By the deadline specified in written notice by AAA of a request for an accounting of disclosures of Protected Information, Associate and its agents or subcontractors shall make available to AAA the information required to provide an accounting of disclosures so that AAA may forward such accounting disclosures on to CE so that CE may fulfill its obligations under the Privacy Rule, including, but not limited to, 45 CFR Section 164.528. As set forth in, and as limited by, 45 CFR Section 164.528, Associate shall not provide an accounting to AAA of disclosures: (i) to carry out treatment, payment or health care operations, as set forth in 45 CFR Section 164.506; (ii) to individuals of Protected Information about them as set forth in 45 CFR Section 164.502; (iii) pursuant to an authorization as provided in 45 CFR Section 164.508; (iv) to persons involved in the individual's care or other notification purposes as set forth in 45 CFR Section 164.510; (v) for national security or intelligence purposes as set forth in 45 CFR Section 164.512(k)(2); or (vi) to correctional institutions or law enforcement officials as set forth in 45 CFR Section 164.512(k)(5). Associate agrees to implement a process that allows for an accounting to be collected and maintained by Associate and its agents or subcontractors for at least six (6) years prior to the request, but not before the compliance date of the Privacy Rule. At a minimum, such information shall include: (i) the date of disclosure; (ii) the name of the entity or person who received Protected Information and, if known, the address of the entity or person; (iii) a brief description of Protected Information disclosed; and (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure. In the event that the request for an accounting is delivered directly to Associate or its agents or subcontractors, Associate shall within five (5) days of the receipt of the request forward it to AAA in writing, which will forward such request to CE. It shall be CE's responsibility to prepare and deliver any such accounting requested. Associate shall not disclose any Protected Information except as set forth in Section 2(b) of this Addendum.

i. Governmental Access to Records. Associate shall make its internal practices, books and records relating to the use and disclosure of Protected Information available to the Secretary of the U.S. Department of Health and Human Services (the "Secretary"), in a time and manner designated by the Secretary, for purposes of determining CE's compliance with the Privacy Rule. Associate shall provide to AAA a copy of any Protected Information that Associate provides to the Secretary concurrently with providing such Protected Information to the Secretary. AAA shall subsequently provide such information to CE.

j. Minimum Necessary. Associate (and its agents or subcontractors) shall only request, use and disclose the minimum amount of Protected Information necessary, to the extent practicable, to accomplish the purpose of the request, use or disclosure, in accordance with the Minimum Necessary requirements of the Privacy Rule including, but not limited to 45 CFR Sections 164.502(b) and 164.514(d).

k. Data Ownership. Associate acknowledges that Associate has no ownership rights with respect to the Protected Information.

l. Retention of Protected Information. Notwithstanding Section 4(d) of this Addendum, Associate and its subcontractors or agents shall retain all Protected Information throughout the term of this Contract and shall continue to maintain the information required under Section 2(h) of this Addendum for a period of six (6) years after termination of the Contract.

m. Associate's Insurance. Associate shall maintain casualty and liability insurance to cover loss of PHI data and claims based upon alleged violations of privacy rights through improper use or disclosure of PHI. All such policies shall meet or exceed the minimum insurance requirements of the Contract (e.g., occurrence basis, combined single dollar limits, annual aggregate dollar limits, additional insured status and notice of cancellation).

n. Notification of Breach. During the term of this Contract, Associate shall notify AAA within twenty-four (24) hours of any suspected or actual breach of security, intrusion or unauthorized use or disclosure of PHI and/or any actual or suspected use or disclosure of data in violation of any applicable federal or state laws or regulations. Associate shall take (i) prompt corrective action to cure any such deficiencies and (ii) any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations.

o. Audits, Inspection and Enforcement. Within ten (10) days of a written request by CE, Associate and its agents or subcontractors shall allow CE or AAA to conduct a reasonable inspection of the facilities, systems, books, records, agreements, policies and procedures relating to the use or disclosure of Protected Information pursuant to this Addendum for the purpose of determining whether Associate has complied with this Addendum; provided, however, that: (i) Associate and CE shall mutually agree in advance upon the scope, timing and location of such an inspection; (ii) CE shall protect the confidentiality of all confidential and proprietary information of Associate to which CE has access during the course of such inspection; and (iii) CE shall execute a nondisclosure agreement, upon terms mutually agreed upon by the parties, if requested by Associate. The fact that CE inspects, or fails to inspect, or has the right to inspect, Associate's facilities, systems, books, records, agreements, policies and procedures does not relieve Associate of its responsibility to comply with this Addendum, nor does CE's (i) failure to detect or (ii) detection, but failure to notify Associate or require Associate's remediation of any unsatisfactory practices, constitute acceptance of such practice or a waiver of CE's enforcement rights under the Contract.

p. Safeguards During Transmission. Associate shall be responsible for using appropriate safeguards to maintain and ensure the confidentiality, privacy and security of Protected Information transmitted to AAA pursuant to the Contract, in accordance with the standards and requirements of the Privacy Rule, until such Protected Information is received by AAA, and in accordance with any specifications set forth in Attachment A.

q. Restrictions and Confidential Communications. Within ten (10) business days of notice by CE of a restriction upon uses or disclosures or request for confidential communications pursuant to 45 C.F.R. 164.522, Associate will restrict the use or disclosure of an individual's Protected Information, provided Associate has agreed to such a restriction. Associate will not respond directly to an individual's requests to restrict the use or disclosure of Protected Information or to send all communication of Protected Information to an alternate address. Associate will refer such requests to the CE so that the CE can coordinate and prepare a timely response to the requesting individual and provide direction to Associate.

### **3. Obligations of AAA.**

a. Safeguards During Transmission. AAA shall be responsible for using appropriate safeguards consistent with applicable law to maintain and ensure the confidentiality, privacy and security of PHI transmitted to Associate pursuant to this Contract, in accordance with the standards and requirements of the Privacy Rule, until such PHI is received by Associate, and in accordance with any specifications set forth in Attachment A.

b. Notice of Changes. AAA shall provide Associate with a copy of any notices of changes that it receives from the State pursuant to the State Addendum, including the following: 1) notice of privacy practices produced in accordance with 45 CFR Section 164.520, as well as any subsequent changes or limitation(s) to such notice, to the extent such changes or limitations may effect Associate's use or disclosure of Protected Information; 2) any changes in, or revocation of, permission to use or disclose Protected Information, to the extent it may affect Associate's permitted or required uses or disclosures; and 3) to the extent that it may affect Associate's permitted use or disclosure of PHI, any restriction on the use or disclosure of Protected Information that CE has agreed to in accordance with 45 CFR Section 164.522. CE may effectuate any and all such notices of non-private information via posting on CE's web site. Associate shall monitor CE's designated web site for notice of changes to CE's HIPAA privacy policies and practices.

### **4. Termination.**

a. Material Breach. In addition to any other provisions in the Contract regarding breach, a breach by Associate of any provision of this Addendum, as determined by AAA, shall constitute a material breach of this Contract and shall provide grounds for immediate termination of this Contract by AAA pursuant to the provisions of the Contract covering termination for cause, if any. If the Contract contains no express provisions regarding termination for cause, the following terms and conditions shall apply:

(1) Default. If Associate refuses or fails to timely perform any of the provisions of this Contract, AAA may notify Associate in writing of the non-performance, and if not promptly corrected within the time specified, AAA may terminate this Contract. Associate shall continue performance of this Contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services elsewhere.

(2) Associate's Duties. Notwithstanding termination of this Contract, and subject to any directions from AAA, Associate shall take timely, reasonable and necessary action to protect and preserve property in the possession of Associate in which AAA has an interest.

(3) Compensation. Payment for completed supplies delivered and accepted by AAA shall be at the Contract price. In the event of a material breach under paragraph 4a, AAA

may withhold amounts due Associate as AAA deems necessary to protect AAA against loss from third party claims of improper use or disclosure and to reimburse AAA for the excess costs incurred in procuring similar goods and services elsewhere.

(4) Erroneous Termination for Default. If after such termination it is determined, for any reason, that Associate was not in default, or that Associate's action/inaction was excusable, such termination shall be treated as a termination for convenience, and the rights and obligations of the parties shall be the same as if this Contract had been terminated for convenience, as described in this Contract.

b. Reasonable Steps to Cure Breach. If AAA knows of a pattern of activity or practice of Associate that constitutes a material breach or violation of the Associate's obligations under the provisions of this Addendum or another arrangement and does not terminate this Contract pursuant to Section 4(a), then AAA shall take reasonable steps to cure such breach or end such violation, as applicable. If CE's efforts to cure such breach or end such violation are unsuccessful, AAA shall either (i) terminate the Contract, if feasible or (ii) if termination of this Contract is not feasible, AAA shall report Associate's breach or violation to the Secretary of the Department of Health and Human Services.

c. Judicial or Administrative Proceedings. Either party may terminate the Contract, effective immediately, if (i) the other party is named as a defendant in a criminal proceeding for a violation of HIPAA, the HIPAA Regulations or other security or privacy laws or (ii) a finding or stipulation that the other party has violated any standard or requirement of HIPAA, the HIPAA Regulations or other security or privacy laws is made in any administrative or civil proceeding in which the party has been joined.

d. Effect of Termination.

(1) Except as provided in paragraph (2) of this subsection, upon termination of this Contract, for any reason, Associate shall return or destroy all Protected Information that Associate or its agents or subcontractors still maintain in any form and shall retain no copies of such Protected Information. If Associate elects to destroy the PHI, Associate shall certify in writing to AAA that such PHI has been destroyed.

(2) If Associate believes that returning or destroying the Protected Information is not feasible, Associate shall promptly provide AAA notice of the conditions making return or destruction infeasible. Upon mutual agreement of AAA and Associate that return or destruction of Protected Information is infeasible, Associate shall continue to extend the protections of Sections 2(a), 2(b), 2(c), 2(d) and 2(e) of this Addendum to such information, and shall limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible.

## **5. Injunctive Relief.**

AAA shall have the right to injunctive and other equitable and legal relief against Associate or any of its subcontractors or agents in the event of any use or disclosure of Protected Information in violation of this Contract or applicable law. Associate acknowledges and agrees that in the event of such impermissible use or disclosure of Protected Information, AAA may seek injunctive relief if: (1) AAA will suffer real, immediate, and irreparable injury which will be prevented by injunctive relief; (2) that AAA has no plain, speedy, and adequate remedy at law; (3) that the granting of a preliminary injunction will promote the public interest in privacy rather than disserve the public interest; (4) that the balance of equities always favors the injunction in such cases; (5) that the injunction will preserve the status quo pending a trial on

the merits; and (6) that AAA shall not be required to demonstrate a reasonable probability of success on the merits in order to obtain injunctive relief.

#### **6. No Waiver of Immunity.**

No term or condition of this Contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions of the Colorado Governmental Immunity Act, C.R.S. 24-10-101 et seq. or the Federal Tort Claims Act, 28 U.S.C. 2671 et seq. as applicable, as now in effect or hereafter amended.

#### **7. Limitation of Liability.**

Any limitation of Associate's liability in the Contract shall be inapplicable to the terms and conditions of this Addendum.

#### **8. Disclaimer.**

AAA makes no warranty or representation that compliance by Associate with this Contract, HIPAA or the HIPAA Regulations will be adequate or satisfactory for Associate's own purposes. Associate is solely responsible for all decisions made by Associate regarding the safeguarding of PHI.

#### **9. Certification.**

To the extent that CE determines an examination is necessary in order to comply with CE's legal obligations pursuant to HIPAA relating to certification of its security practices, CE or its authorized agents or contractors, may, at CE's expense, examine Associate's facilities, systems, procedures and records as may be necessary for such agents or contractors to certify to CE the extent to which Associate's security safeguards comply with HIPAA, the HIPAA Regulations or this Addendum.

#### **10. Amendment.**

##### **a. Amendment to Comply with Law.**

The parties acknowledge that state and federal laws relating to data security and privacy are rapidly evolving and that amendment of this Addendum may be required to provide for procedures to ensure compliance with such developments. This Addendum may be amended upon written notice by AAA to Associate, provided that such amendment is necessary to assure ongoing compliance with the State Addendum, HIPAA, the Privacy Rule and other applicable laws relating to the security or privacy of PHI. The parties understand and agree that CE and AAA must receive satisfactory written assurance from Contractor that Contractor will adequately safeguard all Protected Information. Upon the request of any party, the other party agrees to promptly enter into negotiations concerning the terms of an amendment to this Addendum embodying written assurances consistent with the standards and requirements of HIPAA, the Privacy Rule or other applicable laws. AAA may terminate this Contract upon thirty (30) days written notice in the event (i) Contractor does not promptly enter into negotiations to amend this Contract when requested by CE or AAA pursuant to this Section or (ii) Contractor does not enter into an amendment to this Contract providing assurances regarding the safeguarding of PHI that CE or AAA, in their discretion, deem sufficient to satisfy the standards and requirements of HIPAA and the Privacy Rule.

b. Amendment of Attachment A.

Attachment A may be modified or amended by mutual agreement of the parties in writing from time to time without formal amendment of this Addendum.

**11. Assistance in Litigation or Administrative Proceedings.**

Associate shall make itself, and any subcontractors, employees or agents assisting Associate in the performance of its obligations under the Contract, available to CE or AAA, at no cost to CE or AAA, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against AAA, its directors, officers or employees based upon a claimed violation by associate, its subcontractors, employees or agent of HIPAA, the Privacy Rule or other laws relating to security and privacy or PHI covered by this Addendum, except where Associate or its subcontractor, employee or agent is a named adverse party.

**12. No Third-Party Beneficiaries.**

The Department of Human Services, Division of Aging and Adult Services, is a Third-Party Beneficiary to this Agreement with rights of enforcement and indemnification in the event of any violation of the Contract. Nothing express or implied in this Contract is intended to confer, nor shall anything herein confer, upon any person other than The Department of Human Services, Division of Aging and Adult Services, CE, Associate and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

**13. Interpretation and Order of Precedence.**

The provisions of this Addendum shall prevail over any provisions in the Contract that may conflict or appear inconsistent with any provision in this Addendum. Together, the Contract and this Addendum shall be interpreted as broadly as necessary to implement and comply with HIPAA and the Privacy Rule. The parties agree that any ambiguity in this Contract shall be resolved in favor of a meaning that complies and is consistent with HIPAA and the Privacy Rule. This Contract supersedes and replaces any previous separately executed HIPAA addendum between the parties.

**14. Survival of Certain Contract Terms.**

Notwithstanding anything herein to the contrary, Associate's obligations under Section 4(d) ("Effect of Termination") shall survive termination of this Contract and shall be enforceable by CE as provided herein in the event of such failure to perform or comply by the Associate.

**15. Representatives and Notice.**

a. Representatives.

For the purpose of the Contract, the individuals identified elsewhere in this Contract shall be the representatives of the respective parties. If no representatives are identified in the Contract, the individuals listed below are hereby designated as the parties' respective representatives for purposes of this Contract. Either party may from time to time designate in writing new or substitute representatives.

b. Notices.

All required notices shall be in writing and shall be hand delivered or given by certified or registered mail to the representatives at the addresses set forth below.

AAA Representative:

Name:	Tim Feld
Title:	HIPAA Compliance Coordinator
Address:	1001 17 <sup>th</sup> Street, Suite 700 Denver, CO 80202

Contractor/Business Associate Representative:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Department/Division: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

**ATTACHMENT to EXHIBIT G**

This Attachment sets forth additional terms to the HIPAA Business Associate Addendum, which is part of the Contract between DRCOG and Contractor and is effective upon contract execution. This Attachment may be amended from time to time as provided in Section 10(b) of the Addendum.

1. Additional Permitted Uses. In addition to those purposes set forth in Section 2(a) of the Addendum, Associate may use Protected Information as follows: \_\_\_\_\_  
 None except as otherwise directed in writing by DRCOG  
 \_\_\_\_\_

2. Additional Permitted Disclosures. In addition to those purposes set forth in Section 2(b) of the Addendum, Associate may disclose Protected Information as follows: \_\_\_\_\_  
 None except as otherwise directed in writing by DRCOG  
 \_\_\_\_\_

3. Subcontractor(s). The parties acknowledge that the following subcontractors or agents of Associate shall receive Protected Information in the course of assisting Associate in the performance of its obligations under this Contract: \_\_\_\_\_  
 None except as otherwise directed in writing by DRCOG  
 \_\_\_\_\_  
 \_\_\_\_\_

4. Receipt. Associate's receipt of Protected Information pursuant to this Contract shall be deemed to occur as follows, and Associate's obligations under the Addendum shall commence with respect to such PHI upon such receipt: Upon the effective date of the contract  
 \_\_\_\_\_  
 \_\_\_\_\_

5. Additional Restrictions on Use of Data. CE is a Business Associate of certain other Covered Entities and, pursuant to such obligations of CE, Associate shall comply with the following restrictions on the use and disclosure of Protected Information: \_\_\_\_\_  
 As may be directed in writing by DRCOG or the State  
 \_\_\_\_\_  
 \_\_\_\_\_

6. Additional Terms. [This section may include specifications for disclosure format, method of transmission, use of an intermediary, use of digital signatures or PKI, authentication, additional security of privacy specifications, de-identification or re-identification of data and other additional terms.]  
 None  
 \_\_\_\_\_  
 \_\_\_\_\_



## **EXHIBIT H: E-VERIFY FEDERAL CONTRACTOR RULE EMPLOYMENT ELIGIBILITY VERIFICATION**

**(a) Definitions. As used in this clause—**

Commercially available off-the-shelf (COTS) item—

(1) Means any item of supply that is—

- i. A commercial item (as defined in paragraph (1) of the definition at 2.101);
- ii. Sold in substantial quantities in the commercial marketplace; and
- iii. Offered to the Government, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in section 3 of the Shipping Act of 1984 (46 U.S.C. App. 1702), such as agricultural products and petroleum products. Per 46 CFR 525.1(c)(2), “bulk cargo” means cargo that is loaded and carried in bulk onboard ship without mark or count, in a loose unpackaged form, having homogenous characteristics. Bulk cargo loaded into intermodal equipment, except LASH or Seabee barges, is subject to mark and count and, therefore, ceases to be bulk cargo.

Employee assigned to the contract means an employee who was hired after November 6, 1986, who is directly performing work, in the United States, under a contract that is required to include the clause prescribed at 22.1803. An employee is not considered to be directly performing work under a contract if the employee—

- (1) Normally performs support work, such as indirect or overhead functions; and
- (2) Does not perform any substantial duties applicable to the contract.

Subcontract means any contract, as defined in 2.101, entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract. It includes but is not limited to purchase orders, and changes and modifications to purchase orders.

Subcontractor means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime Contractor or another subcontractor.

United States, as defined in 8 U.S.C. 1101(a)(38), means the 50 States, the District of Columbia, Puerto Rico, Guam, and the U.S. Virgin Islands.

**(b) Enrollment and verification requirements.**

(1) If the Contractor is not enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall—

- i. Enroll. Enroll as a Federal Contractor in the E-Verify program within 30 calendar days of contract award;
- ii. Verify all new employees. Within 90 calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); and
- iii. Verify employees assigned to the contract. For each employee assigned to the contract, initiate verification within 90 calendar days after date of enrollment or within 30 calendar days of the employee’s assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section).

- (2) If the Contractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall use E-Verify to initiate verification of employment eligibility of—
- i. All new employees.
    - (A) Enrolled 90 calendar days or more. The Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or
    - (B) Enrolled less than 90 calendar days. Within 90 calendar days after enrollment as a Federal Contractor in E-Verify, the Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or
  - ii. Employees assigned to the contract. For each employee assigned to the contract, the Contractor shall initiate verification within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section).
- (3) If the Contractor is an institution of higher education (as defined at 20 U.S.C. 1001(a)); a State or local government or the government of a Federally recognized Indian tribe; or a surety performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond, the Contractor may choose to verify only employees assigned to the contract, whether existing employees or new hires. The Contractor shall follow the applicable verification requirements at (b)(1) or (b)(2), respectively, except that any requirement for verification of new employees applies only to new employees assigned to the contract.
- (4) Option to verify employment eligibility of all employees. The Contractor may elect to verify all existing employees hired after November 6, 1986, rather than just those employees assigned to the contract. The Contractor shall initiate verification for each existing employee working in the United States who was hired after November 6, 1986, within 180 calendar days of—
- i. Enrollment in the E-Verify program; or
  - ii. Notification to E-Verify Operations of the Contractor's decision to exercise this option, using the contact information provided in the E-Verify program Memorandum of Understanding (MOU).
- (5) The Contractor shall comply, for the period of performance of this contract, with the requirements of the E-Verify program MOU.
- i. The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Contractor's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Contractor will be referred to a suspension or debarment official.
  - ii. During the period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the Contractor is excused from its obligations under paragraph (b) of this clause. If the suspension or debarment official determines not to suspend or debar the Contractor, then the Contractor must reenroll in E-Verify.

**(c) Web site.** Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

**(d) Individuals previously verified.** The Contractor is not required by this clause to perform additional employment verification using E-Verify for any employee—

- (1) Whose employment eligibility was previously verified by the Contractor through the E-Verify program;
- (2) Who has been granted and holds an active U.S. Government security clearance for access to confidential, secret, or top secret information in accordance with the National Industrial Security Program Operating Manual; or
- (3) Who has undergone a completed background investigation and been issued credentials pursuant to Homeland Security Presidential Directive (HSPD)-12, Policy for a Common Identification Standard for Federal Employees and Contractors.

**(e) Subcontracts.** The Contractor shall include the requirements of this clause, including this paragraph (e) (appropriately modified for identification of the parties), in each subcontract that—

- (1) Is for—(i) Commercial or noncommercial services (except for commercial services that are part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item); or (ii) Construction;
- (2) Has a value of more than \$3,000; and
- (3) Includes work performed in the United States.

ATTACHMENT A



ACH Payment Request Form

\*Email request to: Accountspayable@drcog.org

Section 1 Your Company Information:

Company Name: \_\_\_\_\_ FED ID: \_\_\_\_\_  
Requested by: \_\_\_\_\_ Telephone Number: \_\_\_\_\_

Email address(s) (this is for payment notifications): \_\_\_\_\_  
\_\_\_\_\_

Section 2 Bank Information\*:

Name of Financial Institution: \_\_\_\_\_  
Routing Number: \_\_\_\_\_  
Account Number: \_\_\_\_\_

**ACH Information:** By submitting this form, you authorize DRCOG to initiate ACH transactions to the account noted above.

**\*Please include a voided check or official bank letter with this form.**

For Internal Use Only

Input in GP: \_\_\_\_\_  
Prenote completed: \_\_\_\_\_ Verified by: \_\_\_\_\_

**EXHIBIT 3 - Authorization for Release of Information to DOUGLAS COUNTY**

**EXHIBIT 3**  
**Authorization for Release of Information to**  
**DOUGLAS COUNTY**

**Applicant Name (printed):** \_\_\_\_\_

In an effort to better serve applicants requesting our services, we are requesting your consent to disclose certain information you provide to us, which may include personally identifying information or protected health information. Your consent to the disclosure and use of any such protected information is voluntary, and you are not required to consent to the use or disclosure of such information. If you choose not to consent to the disclosure and use of your information, you may still be eligible for certain services but Douglas County may not be able to provide grant funds to assist you in paying for those services.

**What Disclosure You Are Authorizing**

Federal and/or state law may prohibit the disclosure of protected information you have provided absent express written consent. By signing this Authorization for Release of Information, you are providing express written consent to the disclosure of your information as described in this form.

By signing this form, you consent to the disclosure of your information to Douglas County and any agencies to whom Douglas County is obligated to provide such information for purposes of reporting activity to funding agencies. You agree to the release of information such as name; date of birth; partial social security number; address and contact information; gender; income; prescription history; and the fact of certain medical and/or mental health conditions. We DO NOT track or disclose information regarding your HIV or STD status or patient records regarding substance use.

**Important Information About Your Consent**

Please be aware that the information disclosed based on this authorization may be redisclosed by a recipient and no longer protected by federal or state privacy laws. Not all persons or entities are required to comply with these laws. By signing this form, you release Douglas County from any, and all, liability arising out of or related to the disclosure of information permitted in this form.

**Termination of Consent**

This consent may be terminated at any time by providing written notice to *[insert agency name]* by email at *[insert agency email address]* or by delivering a written termination of consent to *[insert agency address]*. This consent will automatically expire 90 days after assistance or services cease if consent was not previously terminated. Upon receipt of a written termination or expiration of this consent, information may continue to be used and disclosed only to the extent required for reporting purposes for any previously administered services for up to \_\_\_\_\_ days.

**Acknowledgment: By signing this form, I acknowledge that I have read this form and voluntarily agree to its terms.**

Printed Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Name of agency collecting this Authorization:**

\_\_\_\_\_

**EXHIBIT 4 – DOUGLAS COUNTY Community Services System of Care  
User Confidentiality Agreement**

**EXHIBIT 4**  
**DOUGLAS COUNTY COMMUNITY SERVICES SYSTEM OF CARE**  
**User Confidentiality Agreement**

In an effort to hold a high standard of data stewardship, I, the undersigned user of the Douglas County Community Services System of Care Data System, herein referred to as “the System,” acknowledge that I have been informed and am aware of the confidential nature of the information provided and accessible to me through my use of the System.

I am advised and aware that:

1. Any information received directly from a resident, though a reports and/or stored record shall be confidential.
2. Information may only be shared with an agency, organization or individual for whom consent has been obtained through a signed Authorization for Release of Information by the resident.
3. Nothing in this agreement shall prevent me from commenting publicly about general trends, concerns or aggregate de-identifiable data.
4. Exceptions to this confidentiality agreement will be made as required by state law as it pertains to the mandatory reporting of abuse and neglect of children and at-risk adults.
5. Douglas County will not indemnify me, defend me, or contribute financially to my defense should civil or criminal claims be made against me if I choose to speak publicly concerning information obtained through the System.
6. Any breach of this agreement, including the unauthorized release of confidential information, may be punishable by law, subject me to discipline by my employer and/or result in my removal from future participation in the System.

Printed Name \_\_\_\_\_

Date \_\_\_\_\_

Signature \_\_\_\_\_

Agency \_\_\_\_\_



**EXHIBIT 5 – DOUGLAS COUNTY Community Services Partners  
Data Security Procedures**

## **EXHIBIT 5**

### **Data Security Procedures**

#### **Security Best Practices**

The Douglas County Cyber Security Team advises all users of the System to practice the following procedures to the best of their organization's ability.

#### **Personal**

- Only authorized users will be permitted access to the Douglas County Community Services System (System).
- All authorized users will be required to sign a confidentiality agreement.
- No data accessed from the System will be shared with non-authorized personnel, including physical copies.
- Keep aware of new cyber security threats and devise education and training to defend against them.
- Be wary and report any attempts to gather data by non-authorized parties, either through social engineering, phishing emails, or other means, to Community Services program staff contact.
- Report any additional incidents to Douglas County program staff.

#### **Technical**

- Computers and other devices used to access the System at the agency or by the agency authorized users will have anti-virus and/or advanced malware detection which is run at regular intervals.
- Keep all systems up-to-date with current software patching (Windows Updates, application patches, appliance firmware, drivers, etc).
- Do not save any sensitive, private, or personal data locally outside of the application.
- Control physical access to computers that have authorized access to the System.
- Never share a password with any person or save a password locally; and if a password needs reset, the user will contact the designated Douglas County employee for assistance.

#### **Roles and Access**

Each organization should create an internal policy that defines what personnel roles will have access to the System, who participates in those roles and periodically audit these roles.

#### **Incident Reporting**

In the event of an incident, all relevant information must be relayed as early as possible to the Douglas County Department of Community Development. Douglas County has an obligation to report data breaches within a statutory deadline.

The following are examples (but not an exhaustive list) of incidents:

- Unauthorized user accesses the system
- Computer that accesses constituent data is compromised by ransomware or virus
- Repeated phishing attempts at authorized personnel
- Social engineering or impersonation attempt to gain access to the system
- Unknown external media (usb, etc) is used on computers that accesses the System
- Computer previously used to access the system is removed through theft or unknown loss
- Unknown performance problems on any computer used to access the System

Partners should feel confident to contact [CRSgrants@douglas.co.us](mailto:CRSgrants@douglas.co.us) to leverage Douglas County cyber security professional expertise in the identification of potential incidents are other educational correspondence.

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www.douglas.co.us

**MEETING DATE:** July 8, 2025

**STAFF PERSON RESPONSIBLE:** Jennifer D'Ambrosio, Community Programs Coordinator

**DESCRIPTION:** Subgrantee Agreement for Assisted Transportation Between Douglas County and Castle Rock Senior Activity Center in the Amount of \$200,760.00.

**SUMMARY:** This request is for approval of the subgrantee agreement for assisted transportation between Douglas County and Castle Rock Senior Activity Center (CRSAC) in the amount of \$200,760. This subgrantee agreement will provide 5,736 one-way trips to older adults in Douglas County. The term of the agreement is July 2025 through June 2026.

**RECOMMENDED ACTION:** Staff recommends approval of the subgrantee agreement for assisted transportation between Douglas County and CRSAC in the amount of \$200,760.

**REVIEW:**

Jennifer Eby	Delegated	6/25/2025
Rand Clark	Approve	6/25/2025
Jeff Garcia	Approve	6/30/2025
Andrew Copland	Approve	6/30/2025
Doug DeBord	Approve	7/1/2025
Jennifer Eby - FYI	Notified - FYI	7/1/2025

**ATTACHMENTS:**

CRSAC 25-26 Staff Report

## Subgrantee Agreement Staff Report

**Date:** June 24, 2025

**To:** Douglas County Board of County Commissioners

**Through:** Douglas J. DeBord, County Manager

**From:** Jennifer L. Eby, AICP, Director of Community Services

**CC:** Jennifer A. D'Ambrosio, Community Programs Coordinator  
Allison E. Cutting, Supervisor, Community Services  
Rand M. Clark, CCAP, NCRT, Assistant Director of Community Services

**Subject:** **Subgrantee agreement for assisted transportation between Douglas County and Castle Rock Senior Activity Center in the amount of \$200,760.**

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**Board of County Commissioners' Business Meeting**

**July 8, 2025 @ 1:30 p.m.**

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### **I. EXECUTIVE SUMMARY**

This request is for approval of the subgrantee agreement for assisted transportation between Douglas County and Castle Rock Senior Activity Center (CRSAC) in the amount of \$200,760. This subgrantee agreement will provide 5,736 one-way trips to older adults in Douglas County. The term of the agreement is July 2025 through June 2026.

### **II. REQUEST**

Staff recommends approval of the subgrantee agreement for assisted transportation between Douglas County and CRSAC in the amount of \$200,760.

### **III. BACKGROUND**

On June 10, 2025, the Board of County Commissioners (BCC) approved Amendment No. 1 of the Denver Regional Council of Governments (DRCOG) Older Americans Act (OAA) contract EX24015 for older adult services and assisted transportation from July 2025 through June 2026.

Douglas County subgrants funds to local providers who request support through a competitive application process for a two-year period. CRSAC applied to receive DRCOG assisted transportation funding through the County's 2024 joint application process. CRSAC is a current Douglas County community partner who uses DRCOG grant funds to provide assisted transportation at no cost to residents in need.

### **IV. DISCUSSION**

All Douglas County adults, age 60 and older, regardless of geographic location, are eligible to receive door-to-door transportation services from this program. These services provide access to vital resources, recreation, medical care, and groceries, and contribute to a resident's overall quality of life. This subgrantee agreement will provide 5,736 one-way trips to eligible Douglas County residents.

**V. RECOMMENDED ACTION**

Staff recommends approval of the subgrantee agreement for assisted transportation between Douglas County and CRSAC in the amount of \$200,760 as it complies with all federal, state, and County approval standards and policies.

<b><u>ATTACHMENTS</u></b>	<b><u>PAGE</u></b>
Subgrantee Agreement CRSAC Assisted Transportation Services .....	3

**SUBGRANTEE AGREEMENT  
CRSAC ASSISTED TRANSPORTATION SERVICES**

<b>Project Title</b> CRSAC Assisted Transportation Services	<b>Agreement Number</b> CRSACTRANS2526		
<b>Grantee</b> Castle Rock Senior Activity Center (CRSAC)	<b>Agreement Performance Beginning Date</b> July 1, 2025		
<b>Grantee Unique Entity ID:</b> N3TLGNKFSLR1	<b>Agreement Performance Expiration Date</b> June 30, 2026		
<b>Grant Maximum Amount:</b> \$200,760.00	<b>CFDA Number:</b> N/A		
<b>Agreement Purpose</b> The purpose of this agreement is to improve assisted transportation options for vulnerable seniors age 60 and older in all parts of Douglas County.			
<b>Exhibits and Order of Precedence</b> The following Exhibits and attachments are included with this Agreement: <ol style="list-style-type: none"> <li>1. Exhibit 1, Scope of Work and Conditions</li> <li>2. Exhibit 2, Amended Contract EX24015-FY26</li> <li>3. Exhibit 3, Release of Information</li> <li>4. Exhibit 4, Generic Confidentiality Agreement</li> <li>5. Exhibit 5, Data Security Procedures</li> </ol> <p>In the event of a conflict or inconsistency between this Agreement and any Exhibit or attachment, such conflict or inconsistency shall be resolved by reference to the documents in the following order of priority:</p> <ol style="list-style-type: none"> <li>1. The provisions of the other sections of the main body of this Agreement</li> <li>2. Exhibit 1, Scope of Work and Conditions</li> <li>3. Executed Option Letters (if any)</li> </ol>			
<b>Principal Representatives:</b>  <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; vertical-align: top;"> <b>For Douglas County:</b>            Jennifer D'Ambrosio            100 Third Street            Castle Rock, CO 80104            CRSgrants@douglas.co.us         </td> <td style="width: 50%; vertical-align: top;"> <b>For Grantee:</b>            Debbi Haynie            2323 Woodlands Blvd.            Castle Rock, CO 80104            dhaynie@CRgov.com         </td> </tr> </table>		<b>For Douglas County:</b> Jennifer D'Ambrosio 100 Third Street Castle Rock, CO 80104 CRSgrants@douglas.co.us	<b>For Grantee:</b> Debbi Haynie 2323 Woodlands Blvd. Castle Rock, CO 80104 dhaynie@CRgov.com
<b>For Douglas County:</b> Jennifer D'Ambrosio 100 Third Street Castle Rock, CO 80104 CRSgrants@douglas.co.us	<b>For Grantee:</b> Debbi Haynie 2323 Woodlands Blvd. Castle Rock, CO 80104 dhaynie@CRgov.com		

THIS SUB GRANTEE AGREEMENT (“Agreement”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2025, by and between **THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS, STATE OF COLORADO** (“County”) and **CASTLE ROCK SENIOR ACTIVITY CENTER (CRSAC)**, a corporation authorized to do business in Colorado (“Sub Grantee”), each acting by and through its duly authorized officers. The County and the Sub Grantee hereinafter collectively referred to as the “Parties” and individually to as a “Party.”

**WHEREAS:**

1. The County, acting in its role as grantee for funding under Title III of the Older Americans’ Act (OAA), the State of Colorado Funding for Senior Services (SFSS), and American Rescue Plan Act Funding (ARPA) grant awarded by the Denver Regional Council of Governments (DRCOG), is able to receive and dispense federal and state funds upon reimbursement from DRCOG.
2. Consistent with DRCOG procedural requirements, the County submitted an application for local older adult personal care services funding assistance.
3. The County and DRCOG entered into amended contract EX24015-FY26. Douglas County received a total grant award of \$792,516.00 (\$704,422.00 in OAA, SFSS, and/or ARPA grant funds and \$88,094.00 in match funds) for homemaker and personal care services for older adults and will use a maximum amount of **\$200,760.00** on behalf of the subgrantee. This Agreement is intended to memorialize the terms under which the Sub Grantee is to receive the DRCOG grant funds.

**NOW, THEREFORE,** the County and the Sub Grantee agree as follows:

**I. SCOPE OF WORK; APPROVED BUDGET; AND PROVISIONS**

**1.01 Scope of Work.** The Sub Grantee agrees to perform and complete the Scope of Work and Conditions specified in **Exhibit 1** (“Scope of Work”), attached hereto and incorporated herein, in accordance with the terms and conditions of this Agreement and in accordance with all the terms and conditions contained in **Exhibit 2** (Amended Contract EX24015-FY26 (“DRCOG Contract”)), attached hereto and incorporated herein. Such terms and conditions include, but are not limited to, all supplemental terms and conditions set forth in Exhibit B to the DRCOG Contract, which are incorporated herein. In the event any provisions contained in this Agreement and/or the Scope of Work conflict with the terms of the DRCOG Contract, the DRCOG Contract shall be controlling. The Scope of Work describes the activities to be completed by the Sub Grantee and includes milestones and completion dates. All Scope of Work activities must be consistent with the approved Scope of Work, including the budget. Any proposed change in the Scope of Work must be submitted to the County’s Project Manager for written approval. A change in the Scope of Work is not effective until the Sub Grantee receives written approval from the County.

**1.02 Approved Budget.** The Sub Grantee agrees to complete the Scope of Work in accordance with the approved budget set forth in **Exhibit 1**.

**1.03 Provisions.** The Sub Grantee agrees to comply with all provisions in this Agreement including all exhibits.

## **II. AUTHORIZED USE OF GRANT FUNDS; ELIGIBILITY OF COSTS**

**2.01 Authorized Use of Grant Funds.** The Sub Grantee is only authorized to use the grant funds awarded under this Agreement for cost directly incurred for the Scope of Work activities during the Project Activity Period as specified in **Exhibit 1**. The Sub Grantee shall administer services funded through this Agreement in accordance with the Older Americans Act; all applicable provisions of the Colorado Revised States; 12 CCR 2510-1, Older Americans Act (OAA) Programs (Rule Manual Volume 10); Colorado Department of Human Services, Division of Aging and Adult Services, State Unit on Aging (SUA) Policy and Procedures Manual; and the DRCOG Contract Management Manual, as may be amended from time to time. Sub Grantee is subject to all provisions of DRCOG's contract with CDHS.

**2.02 Eligibility of Costs.** All expenses are subject to DRCOG regulations including, but not limited to:

- All applicable provisions of 2 CFR part 200, 2 CFR part 300 and 45 CFR part 74 and 45 CFR, Part 92 regarding uniform requirements for the administration of Department of Health and Humans Services (HHS) grants and principles for determining costs applicable to activities assisted by HHS grants.

All expenses are also subject to the provisions outlined in the DRCOG Contract.

## **III. AWARD AMOUNT, MATCH, AND PAYMENT**

**3.01 Project Amount.** The total budget of this Scope of Work is **\$197,839.00**.

**3.02 Maximum Grant Amount.** The County awards to the Sub Grantee a grant of **\$200,760.00** ("Maximum Grant Amount") to complete approximately **5,736 units (one-way trips) of assisted transportation services** as outlined in the Scope of Work. In no event will the County's obligation under this Agreement be more than the Maximum Grant Amount. The County shall bear no responsibility for cost overruns that may be incurred by the Sub Grantee in the performance of the Scope of Work.



**3.03 Local Match.** A local match from the County is required for this operating grant. This requirement will be covered through the County's general fund budget. The local match shall not increase the Maximum Grant Amount.

**3.04 Reimbursement Contingent Upon the Availability of the Local Match.** Reimbursement is subject to and contingent upon the continuing availability of the required local match. The parties hereto expressly recognize that the Sub Grantee is to be paid, reimbursed, or otherwise compensated with funds provided to the County by DRCOG that are contingent upon the availability of the required local match. If, for whatever reason, the local match is insufficient, the County is only required to reimburse the Sub Grantee from such funds or any part thereof that are received from DRCOG based on the local match provided.

**3.05 Reimbursement.** Expenses will be reimbursed by the County for 100 percent of all eligible costs which have been paid to the County by DRCOG. Invoiced expenditures with all required documentation must be submitted to the Project Manager no later than the fifth day of the following month in order to be reimbursed for expenses from the previous month. Sub Grantees must use the approved forms and submit all required documentation as specified.

Sub Grantees shall submit any additional data or other information requested by the County to support the Sub Grantee's reimbursement request and shall submit any additional data or information that may be required by the federal government for reporting to DRCOG and the State of Colorado.

Upon the County's review and approval of the Sub Grantee's reimbursement request, the County will distribute to the Sub Grantee the approved reimbursement amount. The County may deny part, or all, of any reimbursement request if it believes that it is not a supportable Scope of Work expense. No reimbursement will be made which would cause the distribution of grant funds to exceed, cumulatively, such payment limits in Section 3.02. The County may withhold payment if the Sub Grantee is not current in its reporting requirements under Article V. Distribution of any funds or approval of any report is not to be construed as a County waiver of any Sub Grantee noncompliance with this Agreement.

**3.06 Repayment of Unauthorized Use of Grant Funds.** Upon a finding by the County that the Sub Grantee has made unauthorized or undocumented use of grant funds, and upon a demand for repayment issued by the County, the Sub Grantee agrees to promptly repay such amounts to the County.

**3.07 Reversion of Unexpended Grant Funds.** All funds granted by the County under this Agreement that have not been expended for Scope of Work activities taking place during the Project Activity Period, as defined in Section

6.01 below, shall revert back to DRCOG. Sub Grantee must meet the timeframes outlined in the County's agreement with DRCOG.

**3.08 Grant Contingent upon State or Federal Funding.** This Agreement is subject to and contingent upon the continuing availability of State Older Coloradoan's funds, or Federal Older Americans' Act funds for the purposes thereof. The parties hereto expressly recognize that the Sub Grantee is to be paid, reimbursed, or otherwise compensated with funds provided to the County by DRCOG. DRCOG receives these funds from the State of Colorado, State Funding for Senior Services, or the Federal Older Americans' Act, and therefore, the Sub Grantee expressly understands and agrees that all its right, demands, and claims to compensation arising under this Agreement are contingent upon receipt of such funds from DRCOG. In the event that such funds or any part thereof are not received from DRCOG, the County may immediately terminate this Agreement without liability, including liability for termination costs.

#### **IV. ACCOUNTING AND RECORDKEEPING REQUIREMENTS**

**4.01 Documentation of Scope of Work Costs.** All Scope of Work expenses must be supported by proper documentation, including properly executed payrolls, effort reporting or time records, invoices, contracts, receipts for expenses, or vouchers, evidencing in detail the nature and propriety of the charges.

**4.02 Establishment and Maintenance of Scope of Work Information.** The Sub Grantee agrees to establish and maintain accurate, detailed, and complete separate books, accounts, financial records, documentation, and other evidence relating to (a) Sub Grantee's performance under this Agreement, and (b) the receipt and expenditure of all grant funds and the Sub Grantee's match documentation (if required) under this Agreement. The Sub Grantee shall establish and maintain all such information in accordance with generally accepted accounting principles and practices and shall remain intact all Scope of Work information until the latest of:

- A. Six (6) years following the term of this Agreement; or
- B. If any litigation, claim, or audit is commenced during either such period, when all such litigation claims or audits have been resolved.

**4.03 Compliance with HB 18-1128.** Sub Grantee shall comply with the applicable provisions of House Bill 18-1128 Concerning Strengthening Protections for Consumer Data Privacy, including any updates or amendments thereto. Compliance shall include, without limitation, compliance with all required procedures set forth in subpart F of the Scope of Work attached hereto. Sub Grantee shall be a "Third-Party Service Provider" as defined in C.R.S. § 24-73-103(1)(i), shall maintain security procedures and

practices consistent with C.R.S. § 24-73-101, *et seq.*, and has a statutory duty to notify and cooperate with the County in the event of a security breach that compromises personally identifiable information (PII), which means any information maintained about an individual that can be used to distinguish or trace an individual's identity, including but not limited to name; social security number; date and place of birth; mother's maiden name; biometric records; other information linked or linkable to an individual such as medical, educational, financial and employment information; and any other information encompassed in C.R.S. § 24-72-501.

**4.04 Audit Requirements.** The Contractor shall ensure that an annual independent audit is conducted of the Contractor's financial records in accordance with the requirements of Title II Part 200 of the Code of Federal Regulations, which supersedes Office of Management and Budget (OMB) Circular A-133. The Contractor shall, upon request, make a copy of the audit available for review by DRCOG and/or SUA. All activities and costs charged under this Contract shall be in accordance with the provisions of the Older Americans Act, Colorado Revised Statutes, Rule Manual Volume 10 and the SUA Policy and Procedure Manual, as from time to time amended, including but not limited to compliance with cost principles set forth in: Title II Part 200 of the Code of Federal Regulations and Government Audit Standards regardless of the amount of Federal funding the Contractor receives. Federal Acquisition Regulations at 48 C.F.R. Part 31.2 shall also apply when applicable. Should an audit or other financial review disallow any reimbursed costs, the disallowed funds shall be returned to DRCOG or, in DRCOG's discretion and to the extent permitted by Federal and State law and regulations, offset against current or future payments to Contractor. Failure to fulfill these audit obligations is a breach of this Contract and will subject Contractor to all remedies available herein and at law, including all funds being due and payable back to DRCOG.

**4.05** The Sub Grantee agrees to provide the Project Manager with a report of all audits performed.

## **V. REPORTING AND MONITORING REQUIREMENTS**

**5.01 Progress Reports.** The Sub Grantee shall provide information about its progress in the Monthly Reimbursement Request forms it submits to the Project Manager. These reports shall include personal care units of service information from customer surveys, and copies of marketing materials, as applicable. The Sub Grantee shall provide applicable details and information including: data, explanations, descriptions, copies, and sample documents of milestone activities. If there is more than a ten percent deviation from the numbers listed in the milestones in the Scope of Work (**Exhibit 1**), an

explanation for that deviation to the progress report(s) shall be added. Progress and change over time shall be evaluated and reported.

A template report form and/or access to the County's electronic data system shall be provided by Douglas County. The Sub Grantee must use the template(s) and electronic format provided for its reports. The Sub Grantee must also submit to the County any other forms and documentation related to the grant that the County requests. The County will furnish electronic copies of all template report forms to be completed and submitted.

**5.02 Contents of Reports; Copies.** The Sub Grantee agrees to report completely and to provide the County with any additional or follow-up information as may be requested by the County.

**5.03 Other Monitoring Activities.** To assist the County in monitoring compliance with this Agreement, the Sub Grantee agrees to attend regularly scheduled Sub Grantee meetings as requested by the County and to permit site visits by County staff during business hours, upon reasonable notice. The Sub Grantee agrees to submit to the County a copy of any promotional information regarding the Scope of Work disseminated by the Sub Grantee during the term of this Agreement.

**5.04 Changed Conditions.** The Sub Grantee shall use due diligence to achieve the milestones set forth in the Scope of Work. The Sub Grantee agrees to notify the County immediately of any development that has or will have a significant impact on performance of the Scope of Work, including, but not limited to, any problems, delays, or adverse conditions that materially impair the ability to meet the objectives of the Scope of Work in accordance with the terms of this Agreement. The notice shall include a statement of action taken or contemplated and any assistance needed to resolve the situation. Additionally, the County will monitor performance on a quarterly basis to ensure milestones are achieved. A ten percent (10%) variance less than or greater than the target will be accepted.

**5.05 Special Reporting Requirements.** The County is required to report to DRCOG regarding Grant Program Activities. Accordingly, the Sub Grantee agrees to provide the County with any additional follow-up information reasonably requested by the County, in order to meet the County's reporting requirements.

## **VI. PROJECT ACTIVITY PERIOD; TERM; TERMINATION**

**6.01 Project Activity Period.** This Project Activity Period will begin on **July 1, 2025, or the date of execution of DRCOG contract, whichever comes later,** and will end on **June 30, 2026.**

**6.02 Term.** The term of this Agreement shall extend from the Effective Date of this Agreement to a date sixty (60) calendar days following the end of the Project Activity Period defined in Section 6.01 to permit close out of this Agreement.

**6.03 Termination by County for Convenience.** The County may terminate this Agreement at any time and for any reason by providing the Sub Grantee written notice of such termination at least thirty (30) calendar days prior to the effective date of such termination. Upon such termination, the Sub Grantee shall be entitled to compensation for Scope of Work activities in accordance with this Agreement which were incurred prior to the effective date of the termination, but not exceeding the limits in Section 3.02.

**6.04 Termination Due to Loss of Funding.** The parties acknowledge and agree that Sub Grantee is to be paid, reimbursed or otherwise compensated for the services set forth herein with funds provided to the County by DRCOG. Sub Grantee expressly understands and agrees that all its rights, demands, and claims to compensation arising under this Agreement are contingent upon the County's receipt of such funds from DRCOG. In the event that such funds, or any part thereof, are not received by the County, the County may immediately terminate this Agreement without liability, including costs for termination.

**6.05 Termination for Noncompliance.** If there has been a material failure to comply with the provisions of this Agreement by either party (a "breach"), the other party may terminate this Agreement after seven (7) calendar days' written notice to the party in breach if such breach is not cured within the seven (7) day period. A material failure of the Sub Grantee to make reasonable progress toward completion of the Scope of Work without good cause and without providing the notices required by Section 5 constitutes a breach. At the County's option, the County may withhold payment of invoices during any period in which the Sub Grantee is noncompliant with this Agreement. If the County finds that the Sub Grantee's noncompliance is willful and unreasonable, the County may terminate or rescind this Agreement and require the Sub Grantee to repay the grant funds in full or in a portion determined by the County, except that Sub Grantee shall not be required to repay funds that the County has reviewed, approved, and distributed except as provided for in Sections 3.05 and 3.06.

**6.06 Effect of Scope of Work Closeout or Termination.** The Sub Grantee agrees that Scope of Work closeout or termination of this Agreement does not invalidate continuing obligations imposed on the Sub Grantee by this Agreement. Project closeout or termination of this Agreement does not alter the County's authority to disallow costs and recover funds based on a later audit or other review, and does not alter the Sub Grantee's obligation to return any funds due to the County as a result of later refunds, corrections, or other transactions.

## **VII. CONTACT PERSONS; PROJECT MANAGER**

**7.01 Contact Persons.** The authorized persons for receipt notices, reports, invoices, and approvals under this Agreement are the following:

**The County:**

Name: Jennifer D'Ambrosio  
Title: Community Programs Coordinator  
Mailing Address: 100 Third Street  
Castle Rock, CO 80104  
Phone: 303-660-7460  
Email: crsgrants@douglas.co.us

**The Sub Grantee:**

Name: Debbi Haynie  
Title: Executive Director  
Mailing Address: 2323 Woodlands Blvd.  
Castle Rock, CO 80104  
Phone: 303-688-9498  
Email: dhaynie@CRgov.com

or such other person as may be designated in writing for itself by either party.

**7.02 County's Project Manager.** The County's Project Manager for purposes of administration of this Agreement is the person listed for the County in Section 7.01, or such other person as may be designated in writing by the County. However, nothing in this Agreement will be deemed to authorize the Project Manager to execute amendments to this Agreement on behalf of the County.

**7.03 Sub Grantee Project Manager.** The Sub Grantee's Project Manager for purposes of administration of this Agreement is the person listed for the Sub Grantee in Section 7.01, or such person as may be designated in writing by the Sub Grantee. However, nothing in this Agreement will be deemed to authorize the Project Manager to execute amendments to this Agreement on the behalf of the Sub Grantee unless otherwise noted.

**7.04 Notice.** Notice to any party under this Agreement shall be made in writing, addressed as set forth above, and shall be delivered personally during normal business hours, or by prepaid first-class U.S. mail, e-mail or such other method authorized in writing by the party's Project Manager. Mailed notices shall be deemed effective upon receipt or three (3) days after the date of mailing, whichever is earlier. Email notices shall be effective upon receipt. The parties may from time to time designate substitute addresses or persons where and to whom such notices are to be mailed or delivered, but

such substitutions shall not be effective until actual receipt of written notification.

## **VIII. GENERAL CONDITIONS**

**8.01 Amendments.** The terms of this Agreement may be changed only by mutual agreement of both parties. Such changes shall be effective only upon the execution of written amendments signed by authorized officers of the parties to this Agreement.

**8.02 Assignment and Sub Grants.** The Sub Grantee shall not assign, sub grant, sublet, or transfer any Scope of Work activities without receiving express written consent of the County. Any attempt at assignment, sub granting, subletting, or transferring without such consent shall be void. Activities listed in the Scope of Work shall constitute written consent by the County. Any assignment, sub grant, sublet, or transfer by the Sub Grantee shall be subject to compliance with all terms and conditions of this Agreement including Exhibits 1 and 2.

**8.03 Liability.** The parties expressly agree that they do not contractually waive any limitations on liability or other immunities or defenses available to them by statute or common law, or activities undertaken pursuant to this Agreement. The Parties understand and agree that the County, its commissioners, officials, officers, directors, agents, and employees, are relying on, and do not waive or intend to waive by any provisions of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101 through 120, or otherwise available to the County.

**8.04 Relationship of the Parties.** Nothing in this Agreement is intended or should be construed in any matter as creating or establishing the relationship of co-partners or a joint venture between the Sub Grantee and the County, nor creating third party beneficiary rights against the County or Sub Grantee, including but not limited to, Sub Grantee's contractors or subcontractors.

**8.05 Indemnification.** The Sub Grantee assumes liability for and agrees to defend, indemnify, and hold harmless the County, its officers, employees, agents, residents, and tax payers from and against all losses, damages, expenses, liability, claims, suits, or demands, including, without limitation, attorney's fees, arising out of, resulting from this Agreement, or relating to the performance of the Scope of Work by the Sub Grantee or Sub Grantee employees, agents, or contractors. In addition, the Sub Grantee shall comply with all indemnification and insurance requirements set forth in Exhibit D to the DRCOG Contract. If Sub Grantee is served with a pleading or other document in connection with an action before a court or administrative decision making body, and such pleading or document relates to this

Agreement or may affect Sub Grantee's ability to perform its obligations under this Agreement, Sub Grantee shall, within 3 days after being served, provide notice to the County of such action and deliver copies of such pleading or document to the County.

**8.06 Acknowledgement.** The Sub Grantee shall appropriately acknowledge the support received under "the Older Americans Act" in any promotional materials, reports, and publications relating to the Scope of Work.

**8.07 Jurisdiction, Venue, and Applicable Law.** Venue for all legal proceedings arising out of this Agreement, or breach of this Agreement, shall be in state or federal court with competent jurisdiction in Douglas County, Colorado. All matters relating to the performance of this Agreement shall be controlled by and determined in accordance with the laws of the State of Colorado.

**8.08 Conflict.** In the event that any provisions contained herein conflicts with those in Exhibit 2, provisions in Exhibit 2 shall prevail.

**8.09 Extension of Provisions.** All provisions herein contained, including the benefits and burdens, shall extend to be binding upon the Sub Grantee, its heirs, legal representations, successors, and assigns.

**8.10 Complete Integration.** This Agreement, including all Exhibits attached hereto, represents the complete integration of all understandings between the parties and all prior representations and understandings, oral or written, are merged herein.

## **IX. GENERAL REQUIREMENTS**

**9.01 Incorporation of Specific Requirements.** Specifically, and without limitation, the Sub Grantee agrees to comply with all requirements set forth in Exhibit 2, including all exhibits thereto. By signing this Agreement, the Sub Grantee certifies that it has received and reviewed Exhibit 2 and agrees to comply with all provisions set forth therein.

**9.02 Integrity Certification.** By signing this Agreement, the Sub Grantee certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any federal department or agency. The Sub Grantee further certifies it has no unpaid federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. This certification is a material representation of fact upon which the County relies in entering this Agreement. If it is later determined that the Sub Grantee knowingly rendered an erroneous certification, in addition to other



remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. The Sub Grantee shall provide to the County immediate written notice if at any time the Sub Grantee learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

**9.03 Prohibition Against Workers without Authorization.** Sub Grantee hereby certifies that it does not and shall not knowingly employ or contract workers without Authorization. By signing this Agreement, Sub Grantee represents and warrants that it will comply with all requirements regarding the same set forth in the DRCOG Contract, including but not limited to those set forth in Sections 2 - 4 of Exhibit B to the DRCOG Contract and Exhibit H to the DRCOG Contract, all of which are expressly adopted and incorporated herein.

**9.04 Equal Employment Opportunity.** Sub Grantee agrees to comply with all applicable federal laws, regulations, and orders regarding “Equal Employment Opportunity”, as may be amended from time to time, and to execute such provisions as are required under Exhibit C to the DRCOG Contract attached hereto.

Sub Grantee shall comply with the appropriate areas of the Americans with Disabilities Act of 1990, as amended, and any other applicable federal, state or local laws and regulations.

The parties adopt and incorporate the requirements of 41 CFR § 60-1.4(a) and 29 CFR § 471, Appendix A to Subpart A, if applicable.

Sub Grantee shall comply with all applicable requirements of 41 CFR 60-300.5(a) and 41 CFR 60-741.5(a). These regulations prohibit discrimination against qualified protected veterans and qualified individuals with disabilities and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans and qualified individuals with disabilities.

**9.05 No Federal or State Obligation.** This grant is financed by state funds administered by DRCOG. However, payments to the Sub Grantee will be made by the County. Neither the United States nor the State of Colorado is a party to this Agreement. No reference in this Agreement to the United States, DRCOG, or any representative of the State or federal government makes the United States or the State of Colorado a party to this Agreement. The Sub Grantee shall include this clause in any contracts or agreements under this Agreement.

**In witness whereof**, the parties have caused this Agreement to be executed by their duly authorized officers on the dates set forth below. This Agreement is effective upon final execution by both parties.

**THE BOARD OF COUNTY COMMISSIONERS  
OF THE COUNTY OF DOUGLAS, COLORADO:**

**APPROVED AS TO CONTENT:**

\_\_\_\_\_  
**Abe Laydon**  
Chair, Board of County Commissioners

\_\_\_\_\_  
**Jennifer L. Eby**  
Director of Community Services

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_

\_\_\_\_\_  
**Hayley Hall**  
Clerk to the Board

**Date:** \_\_\_\_\_

**APPROVED AS TO LEGAL FORM:**

**APPROVED AS TO CONTENT:**

\_\_\_\_\_  
**Arielle J. Denis**  
Assistant County Attorney

\_\_\_\_\_  
**Douglas J. DeBord**  
County Manager

**Date:** \_\_\_\_\_

**APPROVED AS TO FISCAL CONTENT:**

\_\_\_\_\_  
**Andrew Copland**  
Director of Finance

**Date:** \_\_\_\_\_

**Castle Rock Senior Activity Center**  
Sub Grantee

By (Signature)

Title

---

Address

City, State, Zip Code

STATE OF \_\_\_\_\_ )  
 )  
COUNTY OF \_\_\_\_\_ )      ss.

The foregoing instrument was acknowledged before me this \_\_\_\_ day  
of \_\_\_\_\_, 2025, by \_\_\_\_\_.

(month) (year) (name of Subgrantee signatory)

My commission expires: \_\_\_\_\_

Witness my hand and official seal

---

Notary Public

## EXHIBIT 1—Scope of Work and Conditions

### Castle Rock Senior Activity Center (CRSAC), Douglas County, Denver Regional Council of Governments (DRCOG) Assisted Transportation Services Agreement

<b>Grant Year</b>	For the period July 1, 2025, through June 30, 2026
<b>Title of Project</b>	CRSAC Assisted Transportation Services Sub Grantee Agreement between Castle Rock Senior Activity Center (CRSAC), and Douglas County for services under amended contract EX24015-FY26
<b>Project Description</b>	Assisted transportation services for older adults.

#### A. Program Description

Sub Grantee is an older adult services program that assisted transportation services to residents of Douglas County.

#### B. Project Description

This project accomplishes the goal of improving assisted transportation options for seniors age 60 and older in all parts of Douglas County. The increase in assisted transportation opportunities will be achieved by leveraging funding for current services.

Sub Grantee will provide assisted transportation services for seniors per contract requirements.

Service Definition for Assisted Transportation Services: Assistance and transportation, including escort if needed, to a person who has difficulties (physical or cognitive) using regular vehicular transportation.

#### C. Project Budget

1. The twelve (12) month net cost for this project is estimated to be and will be allocated for the Grant Year as follows:

<b>Projects</b>	
Assisted Transportation Services	<b>\$ 200,760.00</b>
<b>Total</b>	<b>\$ 200,760.00</b>

2. Project costs must not exceed the maximum allowable cost of **\$200,760.00**.
3. Sub Grantee is solely responsible for all costs this project incurs above the amount Douglas County reimburses to Sub Grantee from DRCOG and County match funds for the share of eligible, actual costs. If the final, actual project cost is less than the maximum allowable cost of **\$200,760.00**, the County is not obligated to provide any more of the eligible, actual operational costs.

4. Funds from this grant will pay personal care services on a per-unit basis for adults age 60 and older. One unit of service is defined as one hour of personal care service. Sub Grantee in partnership with the Douglas County Department of Community Development, provides these services.
5. Sub Grantee is responsible for providing monthly reporting on units provided to qualified Douglas County residents under the guidelines of this project. Monthly reports are due to Douglas County no later than the fifth (5<sup>th</sup>) day of each month. If the 5<sup>th</sup> day falls on a weekend or holiday, the monthly report will be due on the prior business day.
6. DRCOG and Douglas County require that the service units detailed by this Agreement are provided throughout the grant year.
  - a. As such, at least forty percent (40%) but no more than sixty percent (60%) of the contracted **assisted transportation** funds must be spent by December 31, 2025, and seventy percent (70%) but no more than ninety percent (90%) of the contracted **assisted transportation** funds must be spent by March 31, 2026. All **assisted transportation** funds must be spent by June 30, 2026.

#### **D. Reimbursement Eligibility**

1. Sub Grantee shall submit monthly reimbursement requests, including all related documentation to Douglas County. Requests must be within the limits of Sections C, E and F of this Exhibit and shall otherwise comply with the terms of this Agreement.

#### **E. Project Performance**

1. Sub Grantee shall track and report the number of total clients and other users of these services during the Grant Year.

<b>Project</b>	<b>Total Units to be Provided</b>
Assisted Transportation Services	5,736 trips at \$35 per one unit

#### **F. Data Reporting, Sharing, and Confidentiality**

1. The County will provide to the Sub Grantee access to its data system or provide a reporting spreadsheet template, through which the Sub Grantee shall capture and report data for all services provided under this Sub Grantee Agreement. The Sub Grantee shall record and report: (i) participant information; (ii) Household information; (iii) Program data; (iv) Service records; and (v) Funding and expenditure records. Be sure to include trip counts, trip costs, demographic information, information from surveys, narrative program questions, and Douglas County approved copies of marketing materials related to the grant program with your monthly reporting.
2. The County and Sub Grantee agree that sharing client data is necessary to meet client needs. Accordingly, the County and the Sub Grantee agree that client data may be shared between the parties, provided, however, that each party shall protect confidential client information as required by state and federal law and this Agreement. Prior to sharing any client information, the Sub Grantee shall obtain an Authorization for Release of

Information (“ROI”), in the form included as **Exhibit 3** to this Sub Grantee Agreement or as otherwise approved in writing by the Project Manager, executed by the client which allows the Sub Grantee to share the client's information with the County and any other sub-grantees specified in the ROI form.

3. The Sub Grantee must comply with all applicable provisions of HB 18-1128 regarding “Personal Identifying Information” as defined in C.R.S. § 6-1-713(2)(b) and C.R.S. § 24-73-101(4)(b) and to “Personal Information” as defined in C.R.S. 24-73-103(1)(g). Personal Identifying Information and Personal Information are referred to collectively herein as “Personal Data.” Compliance shall include, without limitation:
  - i. Adopting and enforcing a written policy governing the destruction of electronic and paper documents containing Personal Data. The written policy must, at a minimum, require that when electronic or paper documents containing Personal Data are no longer needed, such documents will be destroyed by shredding, erasing, or otherwise modifying the Personal Data so as to make it unreadable or indecipherable through any means;
  - ii. Implementing and maintaining reasonable security procedures designed to protect Personal Data from unauthorized access, use, modification, disclosure, or destruction. Such procedures must be appropriate in light of the nature of the Personal Data that is provided to the partner and the nature and size of the partner’s business and operations;
  - iii. Providing immediate written notification to the Project Manager; in the event the partner becomes aware that an unauthorized acquisition of Personal Data compromising the security, confidentiality or integrity of the Personal Data (hereinafter, a “Security Breach”) has or may have occurred. The partner shall promptly and in good faith conduct an investigation to determine the likelihood that Personal Data has been or will be misused and shall coordinate with and promptly report the results of such investigation to the Project Manager; [crsgrants@douglas.co.us](mailto:crsgrants@douglas.co.us) as requested;
  - iv. Providing prompt written notification to affected Colorado residents, but in no event later than thirty (30) days after the date of determination that a Security Breach occurred, in accordance with the provisions of House Bill 18-1128; and
  - v. To the extent applicable, requiring any third-party service providers, as defined in C.R.S. § 6-1-716(i) and C.R.S. § 24-73-103, to implement and maintain reasonable security procedures and practices appropriate to the nature of the Personal Data disclosed to the third-party service provider and reasonably designed to help protect the Personal Data from unauthorized access, use, modification, disclosure or destruction.
4. In order to help protect client Personal Data from unauthorized access, use, modification, disclosure, or destruction, the Sub Grantee shall: (i) have and enforce a written policy outlining how Personal Data will be collected, maintained, and protected from inadvertent release; (ii) require and provide training on the protection of Personal Data

to anyone with access to client confidential information and/or the County's data system or reporting spreadsheet, including but not limited to employees and volunteers; (iii) require anyone with access to client confidential information and/or the County's data system or reporting spreadsheet to execute an acknowledgment, in the form included as **Exhibit 4** or as otherwise approved in writing by the Project Manager, of their obligation to maintain the confidentiality of Personal Data; and (iv) maintain a secure environment that ensures the confidentiality of Personal Data. Attached as **Exhibit 5** are recommendations for best practices to implement and maintain reasonable security procedures designed to protect Personal Data from unauthorized access, use, modification, disclosure, or destruction.

#### **G. Special Conditions**

1. Sub Grantee may not bill the County under this Agreement until the Agreement is fully executed. No services shall be provided prior to the full execution of the DRCOG Contract.
2. Sub Grantee shall have a valid policy in place to require background checks be conducted for all employees, volunteers, and agents of Sub Grantee providing personal care services. Sub Grantee shall ensure that prior to delivery of services, a records check through the Colorado Bureau of Investigations (CBI) or another background check system that provides information at the same level of detail or higher than the CBI records. Sub Grantee shall ensure that appropriate follow-up of the background check is completed according to the SUA Policy and Procedure Manual Subsection 401.15, and shall ensure that its employees, volunteers, and agents are in compliance with the restrictions of said Subsection. Sub Grantee shall make available all background check results to Douglas County and any agencies to whom Douglas County is obligated to provide such information for purposes of reporting and meeting funding requirements.
3. Sub Grantee shall demonstrate a good faith effort to provide, and certify as applicable, safety-related training for staff, volunteers, and other appropriate personnel.
4. Sub Grantee shall comply with all applicable requirements for establishing and utilizing waiting lists when services are available but cannot be provided to all eligible consumers as set forth in Section 14 of Exhibit B to the DRCOG Contract.
5. Sub Grantee represents and warrants that: (i) it has a consumer complaint/appeal process in place that conforms to all requirements set forth in Section 15 of Exhibit B to the DRCOG Contract; and (ii) it has a process in place to monitor service quality and consumer satisfaction that conforms to all requirements set forth in Section 16 of Exhibit B to the DRCOG Contract.
6. Sub Grantee acknowledges receipt of DRCOG's on-site assessment requirements and shall comply with the on-site assessment requirements.

## **EXHIBIT 2 – Amended Contract EX24015**



**AMENDMENT NO. 1 TO THE CONTRACT BY AND BETWEEN THE**

**DENVER REGIONAL COUNCIL OF GOVERNMENTS**

1001 17<sup>th</sup> Street, Suite 700  
Denver, Colorado 80202

and

**DOUGLAS COUNTY GOVERNMENT**

100 Third Street  
Castle Rock, Colorado 80104

Project Number: 624026, 554026

Contract Number EX24015

**RECITALS**

- A. The parties hereto have entered into a Contract dated July 8, 2024.
- B. A change to the Contract has been mutually agreed upon by the parties hereto.

NOW THEREFORE, the parties hereto mutually agree that the original Contract dated July 8, 2024, is hereby modified and amended in the following respect, to wit:

**TERMS**

- 1. Section 2.0, of the Contract titled, “**Scope of work**” has been replaced in its entirety and attached hereto.
- 2. Section 4.0, of the Contract titled, “**Term**” is amended to read as follows.

The term of this Contract shall commence upon execution and shall terminate on June 30, 2026.

- 3. Section 5.0 has been amended to include the following subsection:

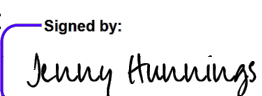
5.4 Contractor shall expend no more than forty percent (40%) of the contracted funds detailed in Section 5.1 prior to September 30 for each service category. If Contractor fails to comply with these limitations, DRCOG may in its sole discretion and in addition to any other remedies it may have, including termination of this Contract, require a corrective action plan and suspend payments under the Contract pursuant to Section B.43.

EXCEPT FOR the modifications and alterations hereinabove specified, the aforesaid Agreement shall remain in full force and effect and without further alteration.


IN WITNESS WHEREOF, the parties have executed this Agreement on the 10<sup>th</sup> 23 day of June, 20 25 and acknowledge that electronic or digital signatures hereto are the legally binding equivalent to handwritten signatures.


**DENVER REGIONAL COUNCIL  
OF GOVERNMENTS**

By:   
\_\_\_\_\_  
Douglas W. Rex  
Executive Director

ATTEST:   
By: \_\_\_\_\_  
Jenny Hunnings  
Director, Administration and Finance

**DOUGLAS COUNTY  
GOVERNMENT**

By:   
\_\_\_\_\_  
Abe Laydon  
Douglas County Commissioners

ATTEST:   
By: \_\_\_\_\_  
Hayley Hall  
Clerk to the Board

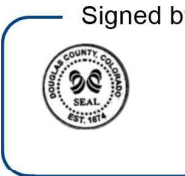


Exhibit A: Scope of Services

Agency Information

**Organization Name:** Douglas County Government

**Doing Business As:** Department of Community Development

**Address:** 100 Third Street Castle Rock, CO 80104

**Phone:** (303) 814-4302

**Unique Entity ID:** LXE5XEA44AH6

**Organization URL:**  
<https://www.douglas.co.us/>

**Agency Director:** George Teal

**Agency Director Phone:** (303) 660-7401

**Agency Director Email:**  
[BOCC@douglas.co.us](mailto:BOCC@douglas.co.us)

**Approved Indirect Rate w/Base:** NA

**Agency Description:**  
Douglas County's goal is quality of life for all citizens. This includes keeping people safe, ensuring access to resources and services, and supporting the most vulnerable County residents.

**Project Term Date:** July 1, 2025 – June 30, 2026

Primary Contact

**Primary Contact Name:** Jennifer D'Ambrosio

**Primary Contact Email:** jdambrosio@douglas.co.us

**Primary Contact Phone:** (303) 814-4302

Grant General Information

**Title of Proposal:** Douglas County OAA Funding Opportunity - 2025-2026

Purpose

The Denver Regional Council of Governments is contracting with the provider for the services identified in this scope of work. The scope of work is generated from the proposal submitted to DRCOG the notice of funding opportunity that was issued for Older Americans Act and State Funding for Senior Services funds. Contractor must adhere to the information contained within the proposal that was submitted and the detailed budgets provided in DRCOG's grant management system.

Total Project Budget

Revenue Source	Amount
Total Contracted Funds	\$704,422.00
Total Cash Match	\$88,094.00
Total In-kind Match	\$ 0.00

<b>Total State Part E Match</b>	\$ 0.00
<b>Total Estimated Program Income</b>	\$ 0.00
<b>Total Revenue (Less Program Income)</b>	<b>\$792,516.00</b>

## Appropriations

Service	Project Number	CFDA	Description	Amount
<b>Assisted Transportation</b>	624026	N/A	State	\$50,182.00
<b>Assisted Transportation</b>	554026	93.044	Federal Part B	\$249,518.00
<b>Chore</b>	624026	N/A	State	\$16,000.00
<b>Homemaker</b>	624026	N/A	State	\$201,972.00
<b>Personal Care</b>	624026	N/A	State	\$186,750.00

## Service: Assisted Transportation

### Service Description

This funding will allow Douglas County to continue to provide door-to-door, demand-response transportation services for vulnerable residents aged 60 and over. Sub-grantee agreements with community partners will be utilized to provide these transportation services.

Individuals seeking transit service may contact Douglas County First Call, the information and assistance line, or an established provider to plan and schedule trips. Trips are arranged based upon program requirements for qualification, originating location, physical mobility needs of the traveler, and travel destination. Those individuals with the greatest economic and social need are prioritized, as are medical visit trips.

### State Service Definition

Assistance and transportation, including escort, to a person who has difficulties (physical or cognitive) using regular vehicular transportation.

1 Unit = 1 One-Way Trip

## Service Budget

### Revenue

Funding Source	Amount
<b>Contracted Funds</b>	\$299,700.00
<b>Cash Match</b>	\$33,300.00
<b>In-kind Match</b>	\$0.00
<b>State Part E Match</b>	\$0.00
<b>Estimated Program Income</b>	\$0.00
<b>Total Revenue (Less Program Income)</b>	<b>\$333,000.00</b>

### Expenses

Expense Category	Amount
<b>Personnel</b>	\$0.00
<b>Travel</b>	\$0.00
<b>Equipment</b>	\$0.00
<b>Contractual Services</b>	\$333,000.00
<b>Supplies</b>	\$0.00

<b>Indirect</b>	\$0.00
<b>Other Expenses</b>	\$0.00
<b>Total Expenses</b>	<b>\$333,000.00</b>

## Contracted Units

<b>County</b>	<b>Units</b>
<b>Adams</b>	0
<b>Arapahoe</b>	0
<b>Broomfield</b>	0
<b>Clear Creek</b>	0
<b>Denver</b>	0
<b>Douglas</b>	8,563
<b>Gilpin</b>	0
<b>Jefferson</b>	0
<b>Total</b>	<b>8,563</b>

**Reimbursement Rate:** Actual Cost

## Contracted Clients

<b>County</b>	<b>Low Income</b>	<b>Low Income Minority</b>	<b>Minority</b>	<b>Rural</b>	<b>Total Clients</b>
<b>Adams</b>	0	0	0	0	0
<b>Arapahoe</b>	0	0	0	0	0
<b>Broomfield</b>	0	0	0	0	0
<b>Clear Creek</b>	0	0	0	0	0
<b>Denver</b>	0	0	0	0	0
<b>Douglas</b>	115	19	44	1	435
<b>Gilpin</b>	0	0	0	0	0
<b>Jefferson</b>	0	0	0	0	0
<b>Total</b>	115	19	44	1	435

## Service: Chore

### Service Description

Douglas County will utilize a sub-grantee agreement and partner with a community partner to provide chore services to adults aged 60 and over. Chore services provide assistance performing certain household tasks, such as yard work and home repairs. Potential clients contact partner organizations to be enrolled to receive services. If the partner organization receives a referral from another source (ex. Douglas County Community Services, Human Services, a community partner organization such as a church, food bank), the contracted community-based provider reaches out to the potential client per the referral. The community-based service provider speaks with the potential client over the phone or conducts an in-person assessment of the client's eligibility and scope of work to ensure requests are assigned appropriately. Certain data to establish eligibility for OAA funded chore services collected, which includes the following information: demographic info, age, physical location and need. The potential client also receives information about other services for which they may be eligible, as well as a copy of the grievance procedure and a copy of the non-discrimination policies.

Depending on the service required, a volunteer or service worker(s) performs the task. Chore services, such as yard clean-up, are usually performed by groups.

## State Service Definition

Chore services are those services designed to increase the safety of older adults living at home such as assistance with heavy housework, yard work or sidewalk maintenance. Chore service activities are one-time, seasonal or occasional in nature, and shall be planned with input from the older adult based on an evaluation of the older adult's strengths and needs, and the degree of physical and/or cognitive impairment of the older adult.

1 Unit = 1 Hour

## Service Budget

### Revenue

Funding Source	Amount
Contracted Funds	\$16,000.00
Cash Match	\$1,778.00
In-kind Match	\$0.00
State Part E Match	\$0.00
Estimated Program Income	\$0.00
<b>Total Revenue (Less Program Income)</b>	<b>\$17,778.00</b>

### Expenses

Expense Category	Amount
Personnel	\$0.00
Travel	\$0.00
Equipment	\$0.00
Contractual Services	\$17,778.00
Supplies	\$0.00
Indirect	\$0.00
Other Expenses	\$0.00
<b>Total Expenses</b>	<b>\$17,778.00</b>

## Contracted Units

County	Units
Adams	0
Arapahoe	0
Broomfield	0
Clear Creek	0
Denver	0
Douglas	534
Gilpin	0
Jefferson	0
<b>Total</b>	<b>534</b>

**Reimbursement Rate:** Actual Cost

## Contracted Clients

County	Low Income	Low Income Minority	Minority	Rural	Total Clients
Adams	0	0	0	0	0
Arapahoe	0	0	0	0	0
Broomfield	0	0	0	0	0
Clear Creek	0	0	0	0	0
Denver	0	0	0	0	0
Douglas	8	2	5	0	47
Gilpin	0	0	0	0	0
Jefferson	0	0	0	0	0
<b>Total</b>	<b>8</b>	<b>2</b>	<b>5</b>	<b>0</b>	<b>47</b>

## Service: Homemaker

### Service Description

Douglas County will utilize community partner organizations to provide services through use of sub-grantee agreements. Homemaker services provide light housekeeping services to eligible clients. Potential clients contact partner organizations to be enrolled in order to receive services. If the partner organization receives a referral from another source (ex. Douglas County Community Services, Human Services, a community partner organization such as a church, food bank), the contracted community-based provider reaches out to the potential client per the referral. The community-based service provider speaks with the potential client over the phone or conducts an in-person assessment of the client's eligibility and scope of work to ensure requests are assigned appropriately. Certain data to establish eligibility for OAA funded homemaker services is collected, which includes the following information: demographic info, age, physical location and need. The potential client also receives information about other services for which they may be eligible, as well as a copy of the grievance procedure and a copy of the non-discrimination policies. A volunteer or paid service worker performs the homemaker services, working closely with the client to ensure their homemaker needs are met.

### State Service Definition

Assistance to persons who meet the eligibility requirements for in-home services and who are unable to perform two or more of the following instrumental activities of daily living: preparing meals, laundry, shopping for personal items, managing money, using the telephone, or doing light housework.

1 Unit = 1 Hour

## Service Budget

### Revenue

Funding Source	Amount
Contracted Funds	\$201,972.00
Cash Match	\$32,266.00
In-kind Match	\$0.00
State Part E Match	\$0.00
Estimated Program Income	\$0.00
<b>Total Revenue (Less Program Income)</b>	<b>\$234,238.00</b>

## Expenses

Expense Category	Amount
Personnel	\$0.00
Travel	\$0.00
Equipment	\$0.00
Contractual Services	\$234,238.00
Supplies	\$0.00
Indirect	\$0.00
Other Expenses	\$0.00
<b>Total Expenses</b>	<b>\$234,238.00</b>

## Contracted Units

County	Units
Adams	0
Arapahoe	0
Broomfield	0
Clear Creek	0
Denver	0
Douglas	5,449
Gilpin	0
Jefferson	0
<b>Total</b>	<b>5,449</b>

Reimbursement Rate: \$ 37.07

## Contracted Clients

County	Low Income	Low Income Minority	Minority	Rural	Total Clients
Adams	0	0	0	0	0
Arapahoe	0	0	0	0	0
Broomfield	0	0	0	0	0
Clear Creek	0	0	0	0	0
Denver	0	0	0	0	0
Douglas	63	11	26	0	253
Gilpin	0	0	0	0	0
Jefferson	0	0	0	0	0
<b>Total</b>	<b>63</b>	<b>11</b>	<b>26</b>	<b>0</b>	<b>253</b>

## Service: Personal Care

### Service Description

Douglas County will utilize a sub-grantee agreement with a community partner organization to provide services in the community.

Personal care services aid with bathing, dressing, walking and medication reminders. Potential clients contact the partner organization providing personal care to be enrolled to receive services. If the partner organization receives a referral from another source, the contracted community-based provider will reach out to the potential client to schedule an intake appointment. An intake specialist, whose primary function is to identify seniors who need care, completes a screening to identify if the individual meets OAA funded personal care



requirements and to identify if the individual is one with great economic or social need. The intake specialist makes the potential client aware of the grant-funded care and requests the opportunity to perform an in-home visit.

The in-home consultations are performed by care consultants, employees dedicated to performing in-home assessments. During these face-to-face visits, these specialists work to identify what care is needed, how much care will be given and when it will need to be performed. The specifics of the grant are discussed, and the potential client also receives information about other services for which they may be eligible. A copy of the grievance procedure and a copy of the non-discrimination policies is provided at this time. Grant dollars are prioritized so that the funds go to assist those seniors most disadvantaged and at-risk

## State Service Definition

Assistance (Personal assistance, stand-by assistance, supervision or cues) with Activities of Daily Living (ADLs) and/or health-related tasks provided in a person's home and possibly other community settings. Personal care may include assistance with Instrumental Activities of Daily Living (IADLs) for persons who meet the requirements for in-home services.

1 Unit = 1 Hour

## Service Budget

### Revenue

Funding Source	Amount
Contracted Funds	\$186,750.00
Cash Match	\$20,750.00
In-kind Match	\$0.00
State Part E Match	\$0.00
Estimated Program Income	\$0.00
<b>Total Revenue (Less Program Income)</b>	<b>\$207,500.00</b>

### Expenses

Expense Category	Amount
Personnel	\$0.00
Travel	\$0.00
Equipment	\$0.00
Contractual Services	\$207,500.00
Supplies	\$0.00
Indirect	\$0.00
Other Expenses	\$0.00
<b>Total Expenses</b>	<b>\$207,500.00</b>

## Contracted Units

County	Units
Adams	0
Arapahoe	0
Broomfield	0
Clear Creek	0
Denver	0
Douglas	4,961
Gilpin	0

<b>Jefferson</b>	0
<b>Total</b>	<b>4,961</b>


**Reimbursement Rate: \$ 37.65**

## Contracted Clients

<b>County</b>	<b>Low Income</b>	<b>Low Income Minority</b>	<b>Minority</b>	<b>Rural</b>	<b>Total Clients</b>
<b>Adams</b>	0	0	0	0	0
<b>Arapahoe</b>	0	0	0	0	0
<b>Broomfield</b>	0	0	0	0	0
<b>Clear Creek</b>	0	0	0	0	0
<b>Denver</b>	0	0	0	0	0
<b>Douglas</b>	6	1	4	0	26
<b>Gilpin</b>	0	0	0	0	0
<b>Jefferson</b>	0	0	0	0	0
<b>Total</b>	6	1	4	0	26

## Non-Compensated Services

<b>Services</b>	<b>Units</b>
<b>Information and Assistance</b>	50
<b>Outreach</b>	520
<b>Nutrition Education</b>	0
<b>Nutrition Counseling</b>	0

GL – 13		AI	CERTIFICATE OF INSURANCE			6/13/2025	
<b>PRODUCER</b>  <b>ALLIANT INSURANCE SERVICES. INC.</b> <b>18100 VON KARMAN AVENUE, 10<sup>TH</sup> FLOOR</b> <b>IRVINE, CA 92612</b>  PHONE (949) 756-0271 / FAX (619) 699-0901 LICENSE #OC36861			THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.				
			IMPORTANT: If the certificate holder is an ADDITIONAL INSURED and/or requesting a WAIVER OF SUBROGATION, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).				
			COVERAGE AFFORDED <b>A- StarStone Specialty Insurance Company</b>				
<b>Member:</b> DOUGLAS COUNTY, CO 100 THIRD STREET CASTLE ROCK, CO 80104			COVERAGE AFFORDED <b>B</b>				
			COVERAGE AFFORDED <b>C</b>				
			COVERAGE AFFORDED <b>D</b>				
<b>Coverages</b> THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.							
CO LTR	TYPE OF COVERAGE		POLICY NUMBER	COVERAGE EFFECTIVE DATE	COVERAGE EXPIRATION DATE	LIABILITY LIMITS	
A	<input checked="" type="checkbox"/>	General Liability per occurrence/aggregate	PNEICS00016-25-00	01/01/2025	01/01/2026	\$1,000,000	
	<input checked="" type="checkbox"/>	Auto Liability per occurrence				\$1,000,000	
Limits excess of Member's SIR of \$500,000 per occurrence							
Description of Operations/Locations/Vehicles/Special Items:  AS RESPECTS CONTRACT BETWEEN DOUGLAS COUNTY AND DENVER REGIONAL COUNCIL OF GOVERNMENTS FOR THE DOUGLAS COUNTY OAA FUNDING OPPORTUNITY (2024-2025), PROJECT NUMBER 624025.  DENVER REGIONAL COUNCIL OF GOVERNMENTS IS INCLUDED AS ADDITIONAL INSURED, BUT ONLY INSOFAR AS THE OPERATIONS UNDER THIS CONTRACT ARE CONCERNED.							
<b>Certificate Holder</b>  DENVER REGIONAL COUNCIL OF GOVERNMENTS ATTN: CONTRACTS 1001 17TH STREET, SUITE 700 DENVER, CO 80202				<b>Cancellation</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.			
				AUTHORIZED REPRESENTATIVE 			

**CONTRACT BY AND BETWEEN THE**

**DENVER REGIONAL COUNCIL OF GOVERNMENTS**

1001 17<sup>th</sup> Street, Suite 700  
Denver, Colorado 80202  
("DRCOG")

and

**DOUGLAS COUNTY GOVERNMENT**

100 Third Street  
Castle Rock, Colorado 80104  
("CONTRACTOR")

for

**Douglas County OAA Funding Opportunity – 2024-2025**  
("Contract")

**Project Number 624025**

**Contract Number EX24015**

**RECITALS:**

- A. DRCOG is the recipient of grant funds under Title III of the Older Americans Act (OAA), the State of Colorado (State) Funding for Senior Services (SFSS), and the American Rescue Plan Act Funding (ARPA).
- B. DRCOG desires Contractor to render certain services hereinafter described in connection with an undertaking which is expected to be financed under the OAA, SFSS and/or ARPA.
- C. The Contractor agrees to comply with all relevant provisions of the Contract between DRCOG and the State for OAA/SFSS/ARPA, incorporated herein by reference and made a part of this Contract, as if fully set forth, in the monitoring and administration of this Contract.

NOW THEREFORE, the parties hereto mutually agree as follows:

**1.0 SELECTION OF CONTRACTOR**

DRCOG hereby selects the Contractor, and the Contractor hereby agrees to perform the services hereinafter set forth in connection with the project of DRCOG under the OAA, SFSS, and/or ARPA.

**2.0 SCOPE OF WORK**

The Contractor shall do, perform, and carry out, in a satisfactory manner, as determined by DRCOG, all work elements described in the Contractor's Proposal submitted for funding (as approved and as may be amended, from time to time, by DRCOG) which is herein incorporated by reference and made a part of this Contract and which is summarized in Exhibit A, Scope of Work, of this Contract. The Contractor will administer services funded under this Contract in accordance with the Older Americans Act; all applicable provisions of the Colorado Revised

Statutes; 12 CCR 2510-1, Older Americans Act Programs (Rule Manual Volume 10); Colorado Department of Human Services, Division of Aging and Adult Services, State Unit on Aging (SUA) Policy and Procedures Manual; and the DRCOG Contract Management Manual, as from time to time may be amended.

### **3.0 ADMINISTRATIVE REQUIREMENTS**

In performance of its obligations under this Contract, Contractor shall comply with all applicable provisions of 45 CFR, Part 74 and 45 CFR, Part 92 regarding uniform requirements for the administration of Department of Health and Human Services (HHS) grants and principles for determining costs applicable to activities assisted by HHS grants. Contractor is subject to all provisions of DRCOG's contract with CDHS (see Section 18B of the State contract). In addition, Contractor must also comply with the State Unit on Aging Policy and Procedure Manual, as may be amended.

### **4.0 TIME OF PERFORMANCE**

Services of the Contractor shall commence upon Contract execution or July 1, 2024 whichever comes later. Services shall be undertaken in such sequence as to assure completion of all services required hereunder by June 30, 2025. Funding levels shall be awarded annually, and funding of this Contract is conditioned upon funds being made available to DRCOG for such purposes.

#### **Services cannot commence prior to an executed contract.**

After the initial term, at DRCOG's discretion, this contract may be extended for two (2) additional one-year terms. Services eligible for the extension are determined annually by DRCOG. If eligible, Contractor shall receive notice from DRCOG no later than January 31 of the then current year. Contractor shall submit to DRCOG a proposal including but not limited to, a detailed budget (outlining administrative, travel, equipment, contractual services, staff training/education and indirect costs), the number of units of services proposed to be provided (both compensated and non-compensated), the proposed unduplicated clients to be served, proposed matching funds (cash and in-kind), and anticipated program income by 5:00 P.M. on March 1 of the then current year,. The scope of compensated services proposed shall not change without DRCOG's written permission. Contract amounts for the additional terms may vary according to the level of available funds.

### **5.0 PAYMENT TERMS**

#### **5.1 Maximum Amount**

DRCOG agrees to reimburse the Contractor for allowable project expenses up to but not exceeding the sum of **\$704,422.00** in **OAA, SFSS, and/or ARPA** funds and based on the cumulative number of service units delivered after applying program income. The total **OAA, SFSS, and/or ARPA** dollars, contracted units of service, and cost reimbursement rate are outlined in Exhibit A, Scope of Services attached hereto.

## **5.2 Other Contributions**

Contractor cash match, Contractor in-kind services, Contractor program income/client contributions, and State cash match contributions, if applicable, are also outlined in Exhibit A, Scope of Services attached hereto.

## **5.3 In-Kind Contributions**

Valuation of in-kind contributions shall show how the contribution was computed and must be incorporated into the Contractor's accounting records. Supplies, volunteer services and other contributions shall be valued as described under 45 CFR, Part 74, Subpart C.

## **6.0 HHS GRANT**

It is agreed by the above parties that should the HHS or the State disapprove this Contract or refuse or fail to make the grant to DRCOG as contemplated by this Contract, then this Contract shall be void and shall not be binding on any parties hereto. Unearned payments under this Contract may be suspended or terminated in the event that the Contractor refuses to accept additional terms or conditions to this Contract that may be imposed by HHS, the State or DRCOG after the effective date of this Contract.

## **7.0 CHANGES**

Except as may be expressly provided in this Contract, including its Exhibits and Attachments, any changes, including, without limitation, any increase in the amount of this Contract, changes in the scope of services, or service unit reimbursement rate which are mutually agreed upon by and between DRCOG and the Contractor, shall be incorporated in a written amendment to this Contract.

## **8.0 DEBARMENT, SUSPENSION**

By signing this Agreement, the Contractor represents that its organization and its principals and employees are not suspended, debarred, excluded from participation, declared ineligible, voluntarily excluded, or otherwise ineligible to participate in a "federal health care program" as defined in 42 U.S.C. § 1320a-7b(f) or in any other government payment program by any federal or State of Colorado department. If Contractor, its principals, employees or agents become ineligible to participate in any such program during the term of this Contract, Contractor shall notify DRCOG in writing within three (3) days after such event. Upon the occurrence of such event, whether or not such notice is given to Contractor, the State may immediately terminate this Contract.

## **9.0 CORA DISCLOSURE**

To the extent not prohibited by federal or state law, this Contract and the Work are subject to public release through the Colorado Open Records Act, CRS § 24-72-200.1, *et seq.*, as may be updated from time to time.

## 10.0 COLORADO LAW FOR PERSONS WITH DISABILITIES

To the full extent possible, Contractor shall comply with and the Work Product provided under this Contract shall be in compliance with all applicable provisions of §§24-85-101, et seq., C.R.S., and the Accessibility Standards for Individuals with a Disability, as established by OIT pursuant to Section §24-85-103 (2.5), C.R.S. Contractor shall also comply with all State of Colorado technology standards related to technology accessibility and with Level A and Level AA of the most current version of the Web Content Accessibility Guidelines (WCAG), incorporated in the State of Colorado technology standards.

The State may require Contractor's compliance to the State's Accessibility Standards to be determined by a third party selected by the State to attest to Contractor's Work Product and software is in compliance with §§24-85-101, et seq., C.R.S., and the Accessibility Standards for Individuals with a Disability as established by OIT pursuant to Section §24-85-103 (2.5), C.R.S.

## 11.0 TERMS AND CONDITIONS

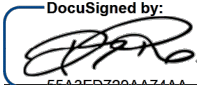
The parties agree that this Contract is also subject to the provisions set forth in the Exhibits and Attachments of this Contract, attached hereto and incorporated herein.

## 12.0 AUTHORITY

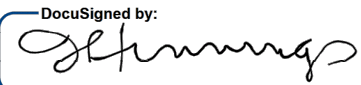
The undersigned signatories of Contractor represent that they have been duly authorized to execute this Agreement and have full power and authority to bind Contractor to the terms and conditions hereof, and certify that their signatures below, whether handwritten, electronic, or digital or submitted by facsimile or electronic mail are their own. Contractor further understands and agrees that no further certification authority or third-party verification is necessary to validate any signature hereto and that the lack of such certification or verification will not in any way affect the enforceability of the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Contract on the 8<sup>th</sup> day of July, 2024 and acknowledge that the signatures hereon, whether handwritten, typed, electronic, or digital or submitted by facsimile or electronic mail, are sufficient and legally binding.

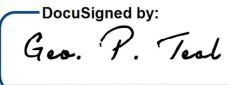
### DENVER REGIONAL COUNCIL OF GOVERNMENTS

By:   
DocuSigned by:  
55A9FD729AA74AA...  
 Douglas W. Rex  
 Executive Director

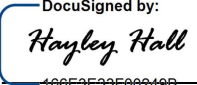
ATTEST:

By:   
DocuSigned by:  
AE7410FA1B8B44E...  
 Jenny Hunnings  
 Director, Administration and Finance

### DOUGLAS COUNTY GOVERNMENT

By:   
DocuSigned by:  
E5C1B24592431266...  
 Geo. P. Teal  
 Commissioner, District II

ATTEST:

By:   
DocuSigned by:  
100E9E33F08249B...  
 Hayley Hall  
 Clerk to the Board


  
DocuSigned by:

EXHIBIT A: SCOPE OF WORK

The Contractor shall perform all the necessary services provided under this Contract for eligible residents of the jurisdiction(s) listed in the Contractor’s Proposal as approved by DRCOG.

Prior written approval from DRCOG is required if the number of units of service in any service category listed in this exhibit is more than ten percent (10 %) lower than listed. This provision shall not alter the maximum funding set forth in Section 5.1.

Agency Information

**Organization Name:** Douglas County Government  
**Doing Business As:** Department of Community Development  
**Address:** 100 Third Street Castle Rock, CO 80104  
**Phone:** (303) 814-4302  
**Unique Entity ID:** LXE5XEA44AH6

**Organization URL:** <https://www.douglas.co.us/>  
**Agency Director:** Lora L Thomas  
**Agency Director Phone:** (303) 660-7401  
**Agency Director Email:** [BOCC@douglas.co.us](mailto:BOCC@douglas.co.us)  
**Approved Indirect Rate w/Base:** N/A

Agency Description:

Douglas County's goal is quality of life for all citizens. This includes keeping people safe, ensuring access to resources and services, and supporting the most vulnerable County residents.

**Project Term Date:** July 1, 2024 – June 30, 2025

Primary Contact

**Primary Contact Name:** Jennifer D'Ambrosio  
**Primary Contact Email:** [jdambrosio@douglas.co.us](mailto:jdambrosio@douglas.co.us)  
**Primary Contact Phone:** (303) 814-4302

Grant General Information

**Title of Proposal:** Douglas County OAA Funding Opportunity - 2024-2025

Purpose

The Denver Regional Council of Governments is contracting with the provider for the services identified in this scope of work. The scope of work is generated from the proposal submitted to DRCOG the notice of funding opportunity that was issued for Older Americans Act and State Funding for Senior Services funds. Contractor must adhere to the information contained within the proposal that was submitted and the detailed budgets provided in DRCOG’s grant management system.

Total Project Budget

Revenue Source	Amount
Total Contracted Funds	\$704,422.00
Total Cash Match	\$88,094.00
Total In-kind Match	\$ 0.00
Total State Part E Match	\$ 0.00



<b>Total Estimated Program Income</b>	<b>\$ 0.00</b>
<b>Total Revenue (Less Program Income)</b>	<b>\$792,516.00</b>

**Appropriations**

<b>Service</b>	<b>Project Number</b>	<b>CFDA</b>	<b>Description</b>	<b>Amount</b>
<b>Assisted Transportation</b>	624025	N/A	State	\$299,700.00
<b>Chore</b>	624025	N/A	State	\$16,000.00
<b>Homemaker</b>	624025	N/A	State	\$201,972.00
<b>Personal Care</b>	624025	N/A	State	\$186,750.00

**Service: Assisted Transportation****Service Description**

This funding will allow Douglas County to continue to provide door-to-door, demand-response transportation services for vulnerable residents aged 60 and over. Sub-grantee agreements with community partners will be utilized to provide these transportation services.

Individuals seeking transit service may contact Douglas County First Call, the information and assistance line, or an established provider to plan and schedule trips. Trips are arranged based upon program requirements for qualification, originating location, physical mobility needs of the traveler, and travel destination. Those individuals with the greatest economic and social need are prioritized, as are medical visit trips.

**State Service Definition**

Assistance and transportation, including escort, to a person who has difficulties (physical or cognitive) using regular vehicular transportation.

1 Unit = 1 One-Way Trip

**Service Budget****Revenue**

<b>Funding Source</b>	<b>Amount</b>
<b>Contracted Funds</b>	\$299,700.00
<b>Cash Match</b>	\$33,300.00
<b>In-kind Match</b>	\$0.00
<b>State Part E Match</b>	\$0.00
<b>Estimated Program Income</b>	\$0.00
<b>Total Revenue (Less Program Income)</b>	<b>\$333,000.00</b>

**Expenses**

<b>Expense Category</b>	<b>Amount</b>
<b>Personnel</b>	0
<b>Travel</b>	0
<b>Equipment</b>	0
<b>Contractual Services</b>	\$333,000.00
<b>Supplies</b>	0
<b>Indirect</b>	0
<b>Other Expenses</b>	0
<b>Total Expenses</b>	<b>\$333,000.00</b>

**Contracted Units**

<b>County</b>	<b>Units</b>
<b>Adams</b>	0
<b>Arapahoe</b>	0

<b>Broomfield</b>	0
<b>Clear Creek</b>	0
<b>Denver</b>	0
<b>Douglas</b>	8,563
<b>Gilpin</b>	0
<b>Jefferson</b>	0
<b>Total</b>	8,563

**Reimbursement Rate:** Actual Cost

#### **Contracted Clients**

<b>County</b>	<b>Low Income</b>	<b>Low Income Minority</b>	<b>Minority</b>	<b>Rural</b>	<b>Total Clients</b>
<b>Adams</b>	0	0	0	0	0
<b>Arapahoe</b>	0	0	0	0	0
<b>Broomfield</b>	0	0	0	0	0
<b>Clear Creek</b>	0	0	0	0	0
<b>Denver</b>	0	0	0	0	0
<b>Douglas</b>	271	29	43	15	1,406
<b>Gilpin</b>	0	0	0	0	0
<b>Jefferson</b>	0	0	0	0	0
<b>Total</b>	271	29	43	15	1,406

#### **Service: Chore**

##### **Service Description**

Douglas County will utilize a sub-grantee agreement and partner with a community partner to provide chore services to adults aged 60 and over. Chore services provide assistance performing certain household tasks, such as yard work and home repairs. Potential clients contact partner organizations to be enrolled to receive services. If the partner organization receives a referral from another source (ex. Douglas County Community Services, Human Services, a community partner organization such as a church, food bank), the contracted community-based provider reaches out to the potential client per the referral. The community-based service provider speaks with the potential client over the phone or conducts an in-person assessment of the client's eligibility and scope of work to ensure requests are assigned appropriately. Certain data to establish eligibility for OAA funded chore serves is collected, which includes the following information: demographic info, age, physical location and need. The potential client also receives information about other services for which they may be eligible, as well as a copy of the grievance procedure and a copy of the non-discrimination policies. Depending on the service required, a volunteer or service worker(s) performs the task. Chore services, such as yard clean-up, are usually performed by groups.

##### **State Service Definition**

Chore services are those services designed to increase the safety of older adults living at home such as assistance with heavy housework, yard work or sidewalk maintenance. Chore service activities are one-time, seasonal or occasional in nature, and shall be planned with input from the older adult based on an evaluation of the older adult's strengths and needs, and the degree of physical and/or cognitive impairment of the older adult.

1 Unit = 1 Hour

**Service Budget****Revenue**

<b>Funding Source</b>	<b>Amount</b>
<b>Contracted Funds</b>	\$16,000.00
<b>Cash Match</b>	\$1,778.00
<b>In-kind Match</b>	\$0.00
<b>State Part E Match</b>	\$0.00
<b>Estimated Program Income</b>	\$0.00
<b>Total Revenue (Less Program Income)</b>	\$17,778.00

**Expenses**

<b>Expense Category</b>	<b>Amount</b>
<b>Personnel</b>	0
<b>Travel</b>	0
<b>Equipment</b>	0
<b>Contractual Services</b>	\$17,778.00
<b>Supplies</b>	0
<b>Indirect</b>	0
<b>Other Expenses</b>	0
<b>Total Expenses</b>	\$17,778.00

**Contracted Units**

<b>County</b>	<b>Units</b>
<b>Adams</b>	0
<b>Arapahoe</b>	0
<b>Broomfield</b>	0
<b>Clear Creek</b>	0
<b>Denver</b>	0
<b>Douglas</b>	534
<b>Gilpin</b>	0
<b>Jefferson</b>	0
<b>Total</b>	534

**Reimbursement Rate: \$29.97****Contracted Clients**

<b>County</b>	<b>Low Income</b>	<b>Low Income Minority</b>	<b>Minority</b>	<b>Rural</b>	<b>Total Clients</b>
<b>Adams</b>	0	0	0	0	0
<b>Arapahoe</b>	0	0	0	0	0
<b>Broomfield</b>	0	0	0	0	0
<b>Clear Creek</b>	0	0	0	0	0
<b>Denver</b>	0	0	0	0	0
<b>Douglas</b>	10	1	2	3	72
<b>Gilpin</b>	0	0	0	0	0
<b>Jefferson</b>	0	0	0	0	0
<b>Total</b>	10	1	2	3	72

**Service: Homemaker****Service Description**

Douglas County will utilize community partner organizations to provide services through use of sub-grantee agreements. Homemaker services provide light housekeeping services to eligible clients. Potential clients contact partner organizations to be enrolled in order to receive services. If the partner organization receives a referral from another source (ex. Douglas County Community Services, Human Services, a community partner organization such as a church, food bank), the contracted community-based provider reaches out to the potential client per the referral. The community-based service provider speaks with the potential client over the phone or conducts an in-person assessment of the client's eligibility and scope of work to ensure requests are assigned appropriately. Certain data to establish eligibility for OAA funded homemaker services is collected, which includes the following information: demographic info, age, physical location and need. The potential client also receives information about other services for which they may be eligible, as well as a copy of the grievance procedure and a copy of the non-discrimination policies. A volunteer or paid service worker performs the homemaker services, working closely with the client to ensure their homemaker needs are met.

**State Service Definition**

Assistance to persons who meet the eligibility requirements for in-home services and who are unable to perform two or more of the following instrumental activities of daily living: preparing meals, laundry, shopping for personal items, managing money, using the telephone, or doing light housework.

1 Unit = 1 Hour

**Service Budget****Revenue**

<b>Funding Source</b>	<b>Amount</b>
<b>Contracted Funds</b>	\$201,972.00
<b>Cash Match</b>	\$32,266.00
<b>In-kind Match</b>	\$0.00
<b>State Part E Match</b>	\$0.00
<b>Estimated Program Income</b>	\$0.00
<b>Total Revenue (Less Program Income)</b>	\$234,238.00

**Expenses**

<b>Expense Category</b>	<b>Amount</b>
<b>Personnel</b>	0
<b>Travel</b>	0
<b>Equipment</b>	0
<b>Contractual Services</b>	\$234,238.00
<b>Supplies</b>	0
<b>Indirect</b>	0
<b>Other Expenses</b>	0
<b>Total Expenses</b>	\$234,238.00

**Contracted Units**

<b>County</b>	<b>Units</b>
<b>Adams</b>	0
<b>Arapahoe</b>	0
<b>Broomfield</b>	0
<b>Clear Creek</b>	0

<b>Denver</b>	0
<b>Douglas</b>	6,026
<b>Gilpin</b>	0
<b>Jefferson</b>	0
<b>Total</b>	6,026

**Reimbursement Rate:** \$ 33.52

**Contracted Clients**

<b>County</b>	<b>Low Income</b>	<b>Low Income Minority</b>	<b>Minority</b>	<b>Rural</b>	<b>Total Clients</b>
<b>Adams</b>	0	0	0	0	0
<b>Arapahoe</b>	0	0	0	0	0
<b>Broomfield</b>	0	0	0	0	0
<b>Clear Creek</b>	0	0	0	0	0
<b>Denver</b>	0	0	0	0	0
<b>Douglas</b>	191	21	44	186	1,151
<b>Gilpin</b>	0	0	0	0	0
<b>Jefferson</b>	0	0	0	0	0
<b>Total</b>	191	21	44	186	1,151

**Service: Personal Care**

**Service Description**

Douglas County will utilize a sub-grantee agreement with a community partner organization to provide services in the community.

Personal care services aid with bathing, dressing, walking and medication reminders. Potential clients contact the partner organization providing personal care to be enrolled to receive services. If the partner organization receives a referral from another source, the contracted community-based provider will reach out to the potential client to schedule an intake appointment. An intake specialist, whose primary function is to identify seniors who need care, completes a screening to identify if the individual meets OAA funded personal care requirements and to identify if the individual is one with great economic or social need. The intake specialist makes the potential client aware of the grant-funded care and requests the opportunity to perform an in-home visit.

The in-home consultations are performed by care consultants, employees dedicated to performing in-home assessments. During these face-to-face visits, these specialists work to identify what care is needed, how much care will be given and when it will need to be performed. The specifics of the grant are discussed and the potential client also receives information about other services for which they may be eligible. A copy of the grievance procedure and a copy of the non-discrimination policies is provided at this time. Grant dollars are prioritized so that the funds go to assist those seniors most disadvantaged and at-risk.

**State Service Definition**

Assistance (Personal assistance, stand-by assistance, supervision or cues) with Activities of Daily Living (ADLs) and/or health-related tasks provided in a person's home and possibly other community settings. Personal care may include assistance with Instrumental Activities of Daily Living (IADLs) for persons who meet the requirements for in-home services.

1 Unit = 1 Hour

**Service Budget****Revenue**

<b>Funding Source</b>	<b>Amount</b>
<b>Contracted Funds</b>	\$186,750.00
<b>Cash Match</b>	\$20,750.00
<b>In-kind Match</b>	\$0.00
<b>State Part E Match</b>	\$0.00
<b>Estimated Program Income</b>	\$0.00
<b>Total Revenue (Less Program Income)</b>	\$207,500.00

**Expenses**

<b>Expense Category</b>	<b>Amount</b>
<b>Personnel</b>	0
<b>Travel</b>	0
<b>Equipment</b>	0
<b>Contractual Services</b>	\$207,500.00
<b>Supplies</b>	0
<b>Indirect</b>	0
<b>Other Expenses</b>	0
<b>Total Expenses</b>	\$207,500.00

**Contracted Units**

<b>County</b>	<b>Units</b>
<b>Adams</b>	0
<b>Arapahoe</b>	0
<b>Broomfield</b>	0
<b>Clear Creek</b>	0
<b>Denver</b>	0
<b>Douglas</b>	4,150
<b>Gilpin</b>	0
<b>Jefferson</b>	0
<b>Total</b>	4,150

Reimbursement Rate: \$ 45.00

**Contracted Clients**

<b>County</b>	<b>Low Income</b>	<b>Low Income Minority</b>	<b>Minority</b>	<b>Rural</b>	<b>Total Clients</b>
<b>Adams</b>	0	0	0	0	0
<b>Arapahoe</b>	0	0	0	0	0
<b>Broomfield</b>	0	0	0	0	0
<b>Clear Creek</b>	0	0	0	0	0
<b>Denver</b>	0	0	0	0	0
<b>Douglas</b>	16	3	7	2	152
<b>Gilpin</b>	0	0	0	0	0
<b>Jefferson</b>	0	0	0	0	0
<b>Total</b>	16	3	7	2	152

**Non-Compensated Services**

<b>Services</b>	<b>Units</b>
<b>Information and Assistance</b>	120
<b>Outreach</b>	520
<b>Nutrition Education</b>	0
<b>Nutrition Counseling</b>	0

## **EXHIBIT B: TERMS AND CONDITIONS**

The following supplemental terms and conditions apply to the Contract herein and take precedence over any conflicting language within the Contract.

### **1. Personnel.**

The Contractor represents that it has, or will secure at its own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with DRCOG.

### **2. Employment Eligibility Verification (Federal requirement).**

If this Contract includes an award of Federal funds of more than \$3,000, Contractor must also comply with the E-Verify Federal Contractor Rule set forth in Exhibit H, attached hereto and incorporated herein by reference, which requires the Contractor to use the E-Verify program to verify the employment eligibility of all employees assigned to the Contract and all new hires. If Contractor uses one or more subcontractors to provide services under the Contract, Contractor shall include the language set forth in Exhibit H in any subcontract that is: (1) for commercial or noncommercial services or construction; (2) has a value of more than \$3,000; and (3) includes work performed in the United States. Contractors who are State or local governments, institutions of higher education, or governments of a Federally recognized Indian tribe are not exempt from these requirements; however, such entities may choose to verify only those employees who are assigned to the Contract, whether existing employees or new hires, as further detailed in Exhibit H.

### **3. Qualifications.**

All of the services required hereunder will be performed by the Contractor or under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized under State and local law to perform such services.

### **4. Background Check; Driver's License.**

Contractor shall ensure that prior to delivery of services, a records check through the Colorado Bureau of Investigations (CBI) or another background check system that provides information at the same level of detail or higher than the CBI records check, shall be conducted for all employees, volunteers, and contractors of Contractor providing services delivered via one-to-one contact or as specified in the SUA Policy and Procedure Manual, Subsection 401.15. Contractor shall ensure that appropriate follow-up of the background check is completed according to the SUA Policy and Procedure Manual, Subsection 401.15, and shall ensure that its employees, volunteers, and contractors are in compliance with the restrictions of said Subsection. Effective January 1, 2019, Contractor shall comply with the requirements outlined in SUA Policy and Procedure Manual Subsection 401.16 and the correlated DRCOG policy in which it is stipulated that a Colorado Adult Protective Services (CAPS) background check is conducted prior to hiring or contracting with a new employee who will provide direct care to an at-risk adult. Employees, volunteers, or contractors responsible for transporting consumers shall have a valid Colorado driver's license and shall not have any alcohol related offenses in the past three years, or two or more convictions or chargeable accidents within the past two years.

### **5. Sub-grant or Subcontract.**

None of the work or services covered by this Contract shall be sub-granted or subcontracted to any other party except for those listed on Exhibit E (*without the prior written approval of*



DRCOG). Failure to obtain DRCOG's prior approval of any additional sub-grantors or subcontractors shall result in the disallowance of reimbursements for any services provided by sub-grantor or subcontractors not previously approved. Contractor shall verify that all sub-grantees and subcontractors have not been excluded or disqualified pursuant to 2 CFR Part 376 prior to submitting such sub-grantees or subcontractors to DRCOG for approval and shall certify that the proposed sub-grantees and subcontractors are neither excluded nor disqualified by a Federal agency. Any approval by DRCOG of a sub-grantee or subcontractor shall be effective only through the current contract fiscal year and subject to the continuing requirement of non-exclusion or non-disqualification pursuant to 2 CFR Part 376. It shall be Contractor's responsibility to submit verification of such non-exclusion or non-disqualification upon request. See also section 8.0 herein.

#### **6. Licensure.**

Where the State or local public jurisdictions require licensure for the provision of social services provided hereunder, the Contractor shall be licensed and shall meet all requirements of licensure. Contractor shall provide DRCOG notice of any action to revoke or suspend any such licenses as well as any actual suspension or revocation of any licenses within 48 hours of Contractor receiving notice.

#### **7. Contractor Training.**

Contractor shall complete mandatory training through DRCOG at least biannually (or more often if deemed appropriate by DRCOG) regarding contract management of this Contract.

#### **8. Monitoring and Reporting Program Performance.**

The activities of Contractor in providing the services set forth under this Contract shall be monitored by DRCOG in accordance with the applicable provisions of 45 CFR Part 74 and 45 CFR Part 92, other applicable Federal regulations, and this Contract. DRCOG will monitor all activities of Contractor supported by this Contract to assure that the services being performed are consistent with the Contract and applicable Federal and State regulations. Contractor acknowledges that disclosure of protected health information to DRCOG is permitted pursuant to Federal law.

#### **9. Performance Management.**

Contractor shall meet or exceed applicable Performance Measures and Contract Performance Measures as outlined in the State Contract with DRCOG. Contractor acknowledges that such performance measures shall evolve to meet the objective of measuring key performance outcome indicators for the work of the Contractor. DRCOG may, at its discretion, require periodic progress reports from the Contractor describing the current status of the service program or project. Notwithstanding, Contractor shall promptly notify DRCOG of any issues or concerns that may materially impact contract performance.

#### **10. Monthly Data Entry.**

The Federal Administration on Community Living requires certain Older Americans Act data to be reported in the Older Americans Act Performance System (OAAPS). To assist in the data collection for NAPIS, the State requires all Contractors to report services provided in the State software system as designated and assigned by the State. The State software system is currently the State Unit Data System, also referred to as SUDS. System training is available each year and is mandatory for all of Contractor's staff who have been granted access to the State's software system. Contractor shall enter the previous month's service data into the State software system **no later than the fifteenth of the following month**. If the fifteenth of the month falls on a holiday or weekend, then entering of all data shall be due the business day

prior to the fifteenth. Contractor may not seek reimbursement for services that have not been adequately entered into the State system unless otherwise approved in writing by DRCOG. Failure to enter the State software system data correctly and timely is a violation of this Contract and DRCOG may exercise any remedies available under the Contract or at law, including withholding payments.

#### **11. Cost Analysis/Grant Close-out Report.**

Contractor shall prepare and submit to DRCOG by no later than July 31 of the State fiscal year then ended, a cost analysis report in a form approved by DRCOG, comparing actual costs incurred to reimbursements received from DRCOG. In addition, Contractor must maintain adequate supporting documentation of costs reimbursed and submit such backup information with the cost analysis report. If requested by DRCOG at any other time during the contract term, and/or if additional documentation is required, Contractor shall comply with such request.

#### **12. Services Performance Report and Reimbursement Requests.**

Contractor shall submit a monthly service performance report and reimbursement request in a form prescribed by DRCOG. Such report and request shall be filed on or before the fifteenth day of the month following the month in which services are provided, throughout the term of the Contract. If the fifteenth of the month falls on a holiday or weekend, then submissions shall be due the business day prior to the fifteenth. Failure to submit the monthly report and reimbursement request by the prescribed due date may delay processing of payments until the next calendar month or in the case of the final months' reports due on July 15 may result in denied payment by DRCOG. Contractor is responsible for the timely filing, completeness and accuracy of all service performance reports and reimbursement requests. All reports are subject to verification by DRCOG.

Contractor may not receive reimbursement for more than the actual costs incurred for the contracted service. The monthly reimbursement request must reflect actual costs incurred that can be adequately supported with documentation and that are within the calculated limit of grant funds available for drawing down that month. Costs must abide by the service budget approved by DRCOG and, notwithstanding, must be both reasonable and allowable. DRCOG agrees to reimburse Contractor via Electronic Funds Transfer (EFT) (Attachment A) into the bank account designated by Contractor upon approval of reimbursement request during regularly scheduled payment cycles.

#### **13. Waiting Lists.**

Waiting lists shall be established by the Contractor when services are available but cannot be provided to all eligible consumers requesting services. In such circumstances, Contractor shall place eligible consumers on a waiting list. Waiting list procedures must be consistent for and equitable to all eligible consumers. Contractor shall give priority to Older Americans Act targeted populations and to persons in emergency situations where the health, safety, and welfare of the applicant is in jeopardy. Additionally, due consideration shall be given to the individual's time kept on a wait list. Persons shall be removed from the waiting list in accordance with SUA Policy and Procedure Manual, Subsection 205c. Contractor shall develop a waiting list procedure in compliance with the policies set forth in Subsections 205b and 205c of the SUA Policy and Procedure Manual, as amended from time to time and, regardless of whether or not there are consumers waiting for service. Waiting list documentation may be kept in hard copy or electronically but must be printable and made available for review upon request by DRCOG or the SUA. Contractor shall retain waiting list documentation and shall not destroy any such records until notified by DRCOG.

**14. Consumer Complaint/Appeal Process.**

The Contractor shall develop a procedure for service recipients to use in the event that they wish to file a complaint. In addition to receiving such procedures, all consumers must be informed of their rights in the complaint and appeal process. Procedures must be in compliance with SUA Policy and Procedure Subsection 501 and as directed by DRCOG. Complaint/appeals documentation may be kept in hard copy or electronically but must be printable. Contractor shall retain complaint/appeal documentation and shall retain records in accordance with Section 21 herein.

**15. Evaluation.**

Contractor shall implement a quality improvement process, which includes, at a minimum, monitoring of service quality and consumer satisfaction. Methods of receiving consumer input on the quality of services shall be established, documented and utilized by the Contractor on a regular basis throughout the term of this Contract. Examples include site councils, projects councils, consumer forums, consumer satisfaction surveys, telephone interviewed, and visits. Contractor shall, upon DRCOG's request provide information evidencing Contractor's compliance with these requirements. In addition, Contractor shall distribute an annual consumer satisfaction survey designed by the State to a minimum of fifty percent (50%) of registered consumers starting in the month of February. Responses from such surveys shall be collected for reporting by the Contractor per instructions from DRCOG.

**16. Voluntary Contributions and Non-eligible Recipient Fees.**

Contractor shall (1) provide each recipient with an opportunity to voluntarily contribute to the cost of the service; (2) clearly inform each recipient that there is no obligation to contribute and that the contribution is purely voluntary; (3) protect the privacy and confidentiality of each recipient with respect to the recipient's contribution or lack of contribution; (4) establish appropriate accounting procedures to safeguard and account for all contributions; (5) use all collected contributions to expand or enhance the service for which the contributions were given; and (6) identify the income as program income and expend it in accordance with Section 26 below. Contractor shall establish minimum standards and procedures for the responsible collection of, handling, and safeguarding of consumer contributions and non-eligible recipient fees in compliance with SUA Policy and Procedure Manual, Subsection 310.

**17. On-Site Evaluation.**

The Contractor may be subject to an on-site evaluation by DRCOG and/or the State and shall upon such notice, cooperate fully with requirements for the on-site evaluation, as instructed by DRCOG and/or the State.

**18. Policy Changes.**

From time to time during the term of this Contract, DRCOG and/or the State Unit on Aging may revise or adopt policies and procedures that relate to services provided under this Contract. Upon written notice of such changes to policies or procedures, Contractor shall incorporate them into their practices and comply with the provisions thereof.

**19. Eligibility Assessments.**

The Contractor shall conduct an assessment of individual eligibility prior to the delivery of any registered services and for specified services, at least annually thereafter as outlined in the SUA Policy and Procedure Manual for such services. The standardized assessment form provided by DRCOG must be utilized and may not be altered, although an addendum to the assessment may be attached to collect additional information for use by the Contractor. Contractor may conduct assessments in an electronic format provided that the form collects the same

information as required by the DRCOG assessment and has been preapproved in writing by DRCOG. Any addendum to the assessment must also be approved in advance by DRCOG. Eligibility for services provided under this Contract shall be only that the individual receiving service is age 60 or above unless other eligibility requirements exists within Rule Manual Volume 10 or SUA Policy and Procedure for the contracted service. A means test may not be utilized to determine eligibility for OAA/SFSS/ARPA services.

## **20. Target Populations.**

The Contractor shall assure compliance with federal and state requirements to target the following populations of older adults: (1) greatest social need, (2) greatest economic need, (3) at risk for institutional placement, (4) low-income minority, (5) limited English proficiency, and (6) residing in rural areas. Contractor shall develop and implement a plan that directs outreach and prioritizes services to such targeted populations.

## **21. Records.**

The Contractor agrees to retain all records pertinent to this Contract for a period of three years after final payment hereunder. In the event that activities or costs are questioned by audit, records shall be retained until all questioned items are resolved. Contractor shall maintain confidentiality of information relating to specific consumers by ensuring that such information is gathered only with the informed consent of the consumer, such information is used only for the purposes gathered, adequate security of records is maintained to prevent unauthorized use, access to consumer records and identifiable information is limited only to program staff, and consumer files are kept under lock and key after use. Contractor shall maintain the confidentiality of protected health information as required by law, including the consumer's individually identifiable health information.

## **22. Accounting Records.**

Records which identify adequately the source and application of funds for Contract activities shall be maintained for the period provided in Section 21 above and shall comply with the requirements of the Older Americans Act, Colorado Revised Statutes, Rule Manual Volume 10 and the SUA Policy and Procedure Manual, as from time to time amended.

## **23. Contractor Audits.**

The Contractor shall ensure that an annual independent audit is conducted of the Contractor's financial records in accordance with the requirements of Title II Part 200 of the Code of Federal Regulations. The Contractor shall send a copy of the most recent audit to DRCOG for review. All activities and costs charged under this Contract shall be in accordance with the provisions of the Older Americans Act, Colorado Revised Statutes, Rule Manual Volume 10 and the SUA Policy and Procedure Manual, as from time to time amended, including but not limited to compliance with cost principles set forth in: Title II Part 200 of the Code of Federal Regulations and Government Audit Standards regardless of the amount of Federal funding the Contractor receives. Federal Acquisition Regulations at 48 C.F.R. Part 31.2 shall also apply when applicable. Should an audit or other financial review disallow any reimbursed costs, the disallowed funds shall be returned to DRCOG or, in DRCOG's discretion and to the extent permitted by Federal and State law and regulations, offset against current or future payments to Contractor. Failure to fulfill these audit obligations is a breach of this Contract and will subject Contractor to all remedies available herein and at law, including all funds being due and payable back to DRCOG.

**24. Audits and Inspections.**

During the Contract period, the retention period and as long thereafter as the records are maintained, at any time during normal business hours, Contractor shall make available to DRCOG, HHS, the State and the Comptroller General of the United States, or their authorized representatives, any books, documents, papers or other records of the Contractor with respect to all matters covered by this Contract in order to make audit, examination, excerpts, and transcripts. Contractor acknowledges that disclosure of protected health information to DRCOG, HHS, the State and the Comptroller General of the United States and their authorized representatives is permitted pursuant to Federal law. Failure to make records available for inspection within 72 hours of notice shall be deemed a violation of the Contract.

**25. Additional Records Required.**

Contractors shall develop and maintain the records required by applicable laws and regulations including but not limited to Section 401.7 of the SUA Policy and Procedure Manual and including the following records: personnel records for each employee to include documentation of training, documentation of supervision, and documentation of current licensure if applicable; a Targeting Plan; Emergency Response Plan (if nutrition and/or transportation provider); client confidentiality procedures; procedures for handling and reporting of critical incidents, including accidents, suspicion of abuse, neglect or exploitation, and criminal activity; a log of all complaints and critical incidents; records for each older adult served; and travel documentation policies and procedures. These shall be maintained by the Contractor and made available to DRCOG, SUA and/or their authorized representatives upon request.

**26. Income.**

Program income, including participant contributions, earned by the Contractor from activities which are supported by this Contract shall be added to funds committed to the project or program and used for allowable costs of services under the Contract to further the objectives of this Contract as provided under 45 CFR 74.24(b)(1). Program income must be fully expended within the reporting month it was received and cannot be carried over for any period of time.

**27. Income Accounting Records.**

Program income must be accounted for according to the additional costs alternative specified in Section 26 above and pursuant to 45 CFR, Section 74.24.

**28. Equal Employment Opportunity.**

The Contractor agrees to comply with all applicable Federal laws, regulations, and orders regarding "Equal Employment Opportunity", as from time to time amended, and to execute such provisions as are required under Exhibit "C" attached hereto. **The parties hereby incorporate the requirements of 41 C.F.R. § 60-1.4(a) and 29 C.F.R. § 471, Appendix A to Subpart A, if applicable.**

**This contractor and subcontractor shall abide by the requirements of 41 CFR 60-300.5(a) and 41 CFR 60-741.5(a), if applicable. These regulations prohibit discrimination against qualified protected veterans and qualified individuals with disabilities, and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans and qualified individuals with disabilities.**

**29. Handicapped.**

The Contractor will not discriminate in employment on the basis of handicap against any qualified handicapped person and agrees to take positive steps to employ and advance in employment qualified handicapped persons and to comply with Department of Human Services Regulations (45 CFR Part 84), as from time to time amended.

**30. Identification of Documents.**

Contractor shall designate on the front cover or title page of all reports, maps and other documents completed as part of this Contract, other than documents exclusively for internal use by the Contractor, an acknowledgement of the support received under "the Older Americans Act."

**31. Publication, Reproduction and Use of Material.**

Material produced in whole or in part under this Contract may not be subject to copyright laws.

**32. Procurement.**

All procurement transactions for supplies, equipment and services shall be conducted in a manner to provide, to the maximum extent practicable, open and free competition as provided under 45 CFR, Part 74, Subpart C, as from time to time amended, and shall comply with the provisions of 45 CFR, Part 74, Subpart C.

**33. Work Hours.**

The Contractor shall comply with the Contract Work Hours and Safety Standards Act and comply with the Department of Labor Regulations (29 CFR Part 5), as from time to time amended.

**34. Interest of Contractor.**

The Contractor covenants 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 required to be performed under this Contract. No person having any such interest shall be employed or participate in any decision relative to this Contract.

**35. Assignability.**

The Contractor shall not assign any interest in this Contract and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of DRCOG thereto; provided, however, that claims for money due or to become due to the Contractor from DRCOG under this Contract may be assigned to a bank or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished to DRCOG.

**36. Influencing Legislation.**

To the extent prohibited by Federal or State law, as from time to time amended, no part of this Contract shall be used to pay the salary or expenses of any person or any organization acting for the Contractor to engage in any activity designed to influence legislation or appropriations pending before the Congress, or legislation or appropriations pending before the State General Assembly.

**37. Termination for Cause.**

If, through any cause, the Contractor shall fail to meet performance measures set forth by the State, fail to fulfill in timely and proper manner with Contractor obligations under this Contract or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, DRCOG shall thereupon have the right to terminate this Contract by giving written notice to the

Contractor of such termination, the reasons for such termination, and specifying the effective date thereof, at least 5 days before the effective date of such termination, unless a shorter time is set forth herein for any failure to fulfill Contractor's obligations.

### **38. Termination Due to Loss of Funding.**

The parties hereto expressly recognize that the Contractor is to be paid, reimbursed, or otherwise compensated with funds provided to DRCOG for the purpose of contracting for the services provided for herein, and therefore, the Contractor expressly understands and agrees that all its rights, demands, and claims to compensation arising under this Agreement are contingent upon receipt of such funds by DRCOG. In the event that such funds or any part thereof are not received by DRCOG, DRCOG may immediately terminate this Agreement without liability, including costs for termination.

### **39. Termination for the Convenience of DRCOG.**

DRCOG may terminate this Contract at any time by giving written notice to the Contractor of such termination, which shall be effective upon receipt of the written notice. If the Contract is terminated by DRCOG as provided herein, the Contractor shall be entitled to receive compensation for services performed prior to the effective date of such termination, subject to such services being completed to the satisfaction of DRCOG, and except as provided in Section 6.0 of this Contract.

### **40. Project Material.**

In the event of termination, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the Contractor under this Contract shall, at the option of DRCOG, become its property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

### **41. Liability.**

Notwithstanding the above, the Contractor shall not be relieved of liability to DRCOG for damages sustained by DRCOG by virtue of any breach of the Contract by the Contractor, and DRCOG may withhold any payments to the Contractor for the purpose of setoff until such time as the exact amount of damages due DRCOG from the Contractor is determined.

### **42. Remedies.**

Where the Contractor violates or breaches terms of this Contract, DRCOG, at its discretion, shall terminate said Contract subject to the provisions hereinabove stated, and, in addition, may institute such administrative, contractual or legal remedies available to DRCOG as may be appropriate. In addition to the corrective actions set forth below, DRCOG may take one or more of the following actions, as appropriate in the circumstances:

1. Temporarily withhold payments pending correction of deficiency by the Contractor.
2. Disallow all or part of the cost of the activity or action not in compliance.
3. Wholly or partly suspend or terminate the Contract, including suspending the Contract and services provided under the Contract pending any audit or other investigation.
4. Withhold further Contracts with Contractor.

5. Take any other remedies that may be legally available.

#### **43. Corrective Action.**

In the event the Contractor fails to expend by December 31 of the current fiscal year of the contract term at least forty percent (40%) of the contracted funds detailed in Section 5.1; fails to expend by March 31 of the current fiscal year of the contract term at least seventy percent (70%) of the contracted funds detailed in Section 5.1; or fails to provide adequate documentation as requested by DRCOG, or in the event DRCOG finds that Contractor is failing to conform to the terms and conditions of this Contract, then DRCOG may, in its sole discretion and in addition to any other remedies it may have, including termination of this Contract, require that a corrective action plan be prepared by a date specified by DRCOG and suspend payments under the Contract, such payments to begin only upon production by the Contractor of and compliance with a corrective action plan satisfactory to DRCOG. Further, DRCOG shall have the right, upon issuance of notice to the Contractor and without necessity of an amendment, to retain and reallocate to other contractor's funds remaining under this Contract in the event of any termination or any failure of the Contractor to provide the service units listed in Exhibit A in accordance with this Contract or any corrective action plan. Nothing in this subsection shall require that DRCOG accept a corrective action plan in lieu of exercising its rights to terminate this Contract.

#### **44. Erroneous Payments.**

Unless prohibited by Federal or State law or regulation, any costs incurred by the Contractor that are later found to be disallowed or ineligible for payment under this Contract shall be reimbursed by the Contractor to DRCOG or offset against current or future payments due by DRCOG to the Contractor, at DRCOG's election.

#### **45. Provisions of Services: Expenditures of Funds.**

DRCOG intends to require that the service units provided by Contractor pursuant to this Contract be provided throughout the entire duration of the fiscal year. As such, Contractor shall expend no more than sixty percent (60%) of the contracted funds detailed in Section 5.1 prior to December 31 of the then current fiscal year and no more than ninety percent (90%) of said funds prior to March 31 of the then current fiscal year without the express prior written consent of DRCOG. If Contractor fails to comply with these limitations, DRCOG may in its sole discretion and in addition to any other remedies it may have, including termination of this Contract, require a corrective action plan and suspend payments under the Contract pursuant to the guidelines listed above. Contractor understands and agrees that nothing in this section limits DRCOG's authority set forth in Section 6.0 of this Contract, including but not limited to, its authority to require the return of funds previously paid to Contractor for services provided hereunder because of sequestration.

#### **46. Safeguarding Personally Identifiable Information (PII).**

If Contractor will or may receive PII under this Contract, the Contractor shall provide for the security of such PII in a manner and form acceptable to DRCOG, including without limitation, State non-disclosure requirements, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections, and audits. Contractor shall be a "Third-Party Service Provider" as defined in C.R.S. § 24-73-103(1)(i), shall maintain security procedures and practices consistent with C.R.S. § 24-73-101, et seq., and has a statutory duty to notify and cooperate with DRCOG in the event of a security breach that compromises personal information in the most expedient time and without unreasonable delay. For purpose of this Contract, "Personally Identifiable Information" or "PII" means any information maintained about an individual that can be used to



distinguish or trace an individual's identity, such as name, social security number, date and place of birth, mother's maiden name, or biometric records; and any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information. PII includes, but is not limited to, all information defined as personally identifiable information in C.R.S. § 24-72-501.

#### **47. Litigation Reporting.**

If Contractor is served with a pleading or other document in connection with an action before a court or other administrative decision-making body, and such pleading or document relates to this Contract or may affect Contractor's ability to perform its obligations under this Contract, Contractor shall, within 5 days after being served, notify DRCOG of such action and deliver copies of such pleading or document to DRCOG.

#### **48. Compliance with Laws.**

In addition to the "Administrative Requirements" set forth in Section 3.0 herein, the Contractor and its agent(s) shall at all times during the term of this contract, be bound by and strictly adhere to the following Federal and State laws, rules, regulations and the State Unit on Aging (SUA) Policies and Procedures as they currently exist and may hereafter be amended, which documents are incorporated herein by this reference:

- A. Federal Older Americans Act;
- B. Code of Federal Regulation (CFR), Title 45 Public Welfare;
- C. Older Coloradans Act, C.R.S. 26-11-100.1 et seq.;
- D. C.R.S. Title 25 Health and 26 Human Services Code;
- E. Colorado Long-Term Care Ombudsman Act, C.R.S. 26-11.5 et seq.;
- F. Colorado Department of Human Services Staff Manual Volume 10;
- G. Administration on Aging Fiscal Guide, Older Americans Act, Titles III and VII;
- H. Colorado Retail Food Establishment Rules and Regulations;
- I. Dietary Guidelines for Americans;
- J. Dietary Reference Intakes (DRIs);
- K. SUA Policy and Procedures Manual;
- L. SUA Policy Directives;
- M. Code of Federal Regulation (CFR) Title 48 Section 3.908 Whistleblower Protection;
- N. Title II Part 200 of the Code of Federal Regulations; and
- O. CAPS Fees C.R.S. 24-75-402; CAPS Statute C.R.S. 26-3.1-111; CAPS Implementation Regulation 12 CCR 2518-1, Volume 30.960

#### **49. Independent Contractor.**

Contractor shall perform its duties hereunder as an independent contractor and not as an employee. Neither Contractor nor any agent or employee of Contractor shall be deemed to be an agent or employee of DRCOG. Contractor shall not have authorization, express or implied, to bind DRCOG to any agreement, liability or understanding, except as expressly set forth herein. **Contractor and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through DRCOG and DRCOG shall not pay for or otherwise provide such coverage for Contractor or any of its agents or employees. Contractor shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Contract. Contractor shall (i) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (ii) provide proof thereof when requested by DRCOG, and (iii) be solely responsible for its acts and those of its employees and agents.**

**50. No Third Party Beneficiaries.**

It is expressly understood and agreed that enforcement of the terms and conditions of this Contract, and all rights of action relating to such enforcement, shall be strictly reserved to DRCOG and Contractor, and nothing contained in this Contract shall give or allow any such claim or right of action by any other third party on such Contract.

**51. Choice of Law, Venue, Jurisdiction.**

Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Contract. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. All suits or actions related to this Contract shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in the City and County of Denver.

THIS CONCLUDES the provisions of these supplementary terms and conditions.

**EXHIBIT C: ASSURANCE OF COMPLIANCE WITH THE DEPARTMENT OF  
HEALTH AND HUMAN SERVICES REGULATION UNDER  
TITLE VI OF THE CIVIL RIGHTS ACT OF 1964  
AND SECTION 504 OF THE REHABILITATION ACT OF 1973**

The Contractor HEREBY AGREES to comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and all requirements imposed by or pursuant to Regulations of the Department of Health and Human Services (HHS) (45 CFR Part 80) issued pursuant to that title, and to comply with Section 504 of the Rehabilitation Act of 1973 (P.L. 93-112) and all requirements imposed by or pursuant to the Regulations of the HHS (45 CFR Part 84) issued pursuant to the Act, all as from time to time amended, to the end that, in accordance with Title VI, the Act and Regulations, no person in the United States shall, on the grounds of race, color, national origin, or non-qualified handicap, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Contractor receives Federal financial assistance from DRCOG, a recipient of Federal financial assistance from HHS; and HEREBY GIVES ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Contractor by DRCOG, this assurance shall obligate the Contractor, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is so provided, this assurance shall obligate the Contractor for the period during which it retains ownership or possession of the property. In all other cases, this assurance shall obligate the Contractor for the period during which the Federal financial assistance is extended to it by DRCOG.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property, discounts or other Federal financial assistance extended after the date hereof to the Contractor by DRCOG, including installment payments after such date on account of applications for Federal financial assistance which were approved before such date. The Contractor recognizes and agrees that such Federal financial assistance will be extended in reliance on the representations and agreements made in this assurance, and that DRCOG or the United States or both shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Contractor, its successors, transferees, and assignees.

## **EXHIBIT D: INDEMNIFICATION & INSURANCE**

### **Section 1. Indemnification.**

To the extent allowable by law, the Contractor agrees to indemnify and hold harmless the State of Colorado, DRCOG, their officers, employees, and insurers, from and against all liability, claims, and demands, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this Contract, if such injury, loss, or damage is caused in whole or in part by, or is claimed to be caused in whole or in part by, the act, omission, error, professional error, mistake, negligence, or other fault of the Contractor, any subcontractor or subcontractor of the Contractor, or any officer, employee, representative, or agent of the Contractor or of any subcontractor or subcontractor of the Contractor, or which arise out of any workers' compensation claim of any employee of the Contractor or of any employee of any subcontractor or subcontractor of the Contractor. The Contractor agrees to investigate, handle, respond to, and to provide defense for and defend against, any such liability, claims, or demands at the sole expense of the Contractor. The Contractor also agrees to bear all other costs and expenses related thereto, including court costs and attorney fees, whether or not any such liability, claims, or demands alleged are groundless, false, or fraudulent.

No term or condition of this Contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions for the parties, of the Colorado Governmental Immunity Act, C.R.S. § 24-10-101 *et seq.* or the Federal Tort Claims Act, 28 U.S.C. § 2671 *et seq.* as applicable, as now or hereafter amended. The Contractor, by execution of this Contract containing this indemnification clause, is relying upon and does not waive the operation of any law concerning the Contractor's ability to indemnify.

### **Section 2. Insurance.**

#### **2.1 Procure and Maintain**

The Contractor agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by the Contractor pursuant to Section 1 of this Exhibit D. Such insurance shall be in addition to any other insurance requirements imposed by this agreement or by law. The Contractor shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to Section 1 of this Exhibit D by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types.

#### **2.2 Coverage Amounts**

(a) Contractor shall procure and maintain and shall cause each subcontractor hired to perform services under this Agreement pursuant to its' obligations herein to procure and maintain, the minimum insurance coverages listed below. Such coverages shall be procured and maintained with forms and insurers acceptable to DRCOG.

(b) All coverages shall be continuously maintained through the term of this contract to cover all liability, claims, demands, and other obligations assumed by the Contractor pursuant to Section 1 of this Exhibit D.

(c) In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage for a period of three years beyond the expiration of the contract. Evidence of qualified self-insured status may be substituted for the insurance requirements listed below.

(1) Workers' Compensation insurance to cover obligations imposed by applicable laws for any employee engaged in the performance of work under this agreement, and Employers' Liability insurance with minimum limits of ONE HUNDRED THOUSAND DOLLARS (\$100,000) each accident, FIVE HUNDRED THOUSAND DOLLARS (\$500,000) disease policy limit, and ONE HUNDRED THOUSAND DOLLARS (\$100,000) disease - each employee. Provide a waiver of subrogation in favor of DRCOG.

(2) General Liability insurance with minimum combined single limits of ONE MILLION DOLLARS (\$1,000,000) each occurrence; ONE MILLION DOLLARS (\$1,000,000) aggregate; ONE MILLION DOLLARS (\$1,000,000) products and completed operations aggregate; and FIFTY THOUSAND DOLLARS (\$50,000) any one fire. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal and advertising injury (including coverage for contractual and employee acts), blanket contractual, products, and completed operations.

(3) Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than ONE MILLION DOLLARS (\$1,000,000) each occurrence and ONE MILLION DOLLARS (\$1,000,000) aggregate with respect to each of Contractor's owned, hired or non-owned vehicles assigned to or used in performance of the services.

(4) Security & Privacy Liability or Cyber Risk insurance to cover loss of protected information, including without limitation Protected Health Information ("PHI") and Personally Identifiable Information ("PII") data and claims based upon alleged violations of privacy rights through improper use or disclosure of protected information with minimum annual limits as follows:

- Contractors with 10 or less clients **or** revenues of \$250,000 or less shall maintain limits on Privacy Liability Insurance of not less than \$50,000.
- Contractors with 25 or less clients **or** revenues of \$500,000 or less shall maintain limits on Privacy Liability Insurance of not less than \$100,000.
- Contractors with more than 25 clients **or** revenues of more than \$500,000 shall maintain limits on Privacy Liability Insurance of not less than \$1,000,000 each occurrence and \$2,000,000 general aggregate.

(5) Professional Liability insurance in the amount of ONE MILLION DOLLARS (\$1,000,000) each occurrence for coverage to defend against allegations as well as damages resulting from failure to perform on the part of, financial loss caused by, and error or omission in the service or product of the policy holder.

### **2.3 Additional Insured**

Every policy required above shall be primary insurance, and any insurance carried by DRCOG, its officers, or its employees, shall be excess and not contributory insurance to that provided by Contractor. No additional insured endorsement to the policy required by paragraph (1) above shall contain any exclusion for bodily injury or property damage arising from completed

operations. The Contractor shall be solely responsible for any deductible losses under any policy required above.

## **2.4 Certificates of Insurance**

A certificate of insurance evidencing coverage and naming DRCOG, its officers, its employees and the State of Colorado as additional insureds on all general liability policies and shall be completed by the Contractor's insurance agent as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect, and shall be reviewed and approved by DRCOG prior to commencement of the agreement. In the case of qualified self-insurance status, DRCOG may require satisfactory evidence of sufficient funding for such purposes. The certificate shall identify this Contract and shall provide that coverages afforded under the policies shall not be cancelled, terminated or materially changed until at least 30 days prior written notice has been given to DRCOG. The completed certificate and/or evidence of qualified self-insured status must be sent with the signed Contract to:

Denver Regional Council of Governments  
Attention: Contracts  
1001 17<sup>th</sup> Street, Suite 700  
Denver, Colorado 80202

## **2.5 Coverage Requirements**

(a) Failure on the part of the Contractor to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach of this agreement upon which DRCOG may immediately terminate this agreement, or at its discretion, DRCOG may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by DRCOG shall be repaid by Contractor to DRCOG upon demand, or DRCOG may offset the cost of the premiums against any monies due to Contractor from DRCOG.

(b) DRCOG reserves the right to request and receive a certified copy of any policy and any endorsement thereto.

(c) The parties hereto understand and agree that DRCOG is relying on and does not waive or intend to waive by any provision of this agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, 24-10-101 et. seq., C.R.S., as from time to time amended, or otherwise available to DRCOG, its officers, or its employees.

(d) Notwithstanding the above provisions, the Contractor, if a governmental entity, may elect to self-insure for any of the coverage areas required by subsections (b)(1) – (b)(3) of this Section 2. In such case, the Contractor shall maintain a claims fund that is available solely to pay claims against the Contractor that are proven or otherwise settled by the Contractor in its sole discretion. Such claims fund is intended for and available for only those purposes and is not available or allocated to fund a commitment or obligation, if any, or to defend or indemnify any party. Payments out of such funds may require approval by the Contractor's governing body. It is understood and agreed that a commitment by the Contractor to self-insure by the creation of said claims fund does not commit the Contractor to otherwise appropriate funds to fund self-insurance for this Contract or for any other commitment of the Contractor, and it is further understood and agreed that the Contractor has not appropriated funds for such purpose. In case of such election to self-insure, the Contractor shall itself provide DRCOG with written confirmation of the Contractor's self-insured status and the existence of said claims fund.

## **EXHIBIT E: APPROVED SUBCONTRACTORS**

Subcontractor(s) will be incorporated into this contract only by written approval from DRCOG. Upon DRCOG approval and contract execution by both parties, approved Subcontractors (listed below, if applicable) shall be made part of this Contract and legally bound to all applicable provisions herein.

**ARDC** – Assisted Transportation, Chore, Homemaker

**Castle Rock Senior Activity Center** – Assisted Transportation

**Visiting Angels** – Homemaker, Personal Care

## **EXHIBIT F: FIXED ASSETS**

**Note:** This Exhibit F is applicable only to contracts that include funding of a fixed asset acquisition approved by DRCOG.

### **1.0 FIXED ASSETS**

DRCOG hereby approves the acquisition of the fixed assets described in Contractor's Proposal, which is herein incorporated by reference and made a part of this Contract. Fixed assets may include (1) real property (land, buildings, and building improvements); (2) leasehold improvements (remodeling or redecorating of rented or leased spaces); and (3) tangible personal property (office furniture, kitchen equipment and vehicles) with a useful life of more than one year and an acquisition cost greater than \$5,000 per unit.

#### **1.1 Real Property.**

Title to any real property shall vest in Contractor subject to the condition that the Contractor shall use the real property for the authorized purpose of the project as long as it is needed and shall not encumber the property without approval of DRCOG.

#### **1.2 Equipment.**

Title to equipment shall vest in Contractor subject to the following conditions:

1. Contractor shall not use equipment acquired hereunder to provide services to non-Federal organizations for a fee that is less than private companies charge for equivalent services. All user charges shall be treated as program income.

2. Contractor shall use the equipment in the project as long as needed, whether or not the project continues to be supported by Federal or State funds, and shall not encumber the equipment without the approval of DRCOG. When no longer needed for the original project, the Contractor shall use the equipment in compliance with applicable Federal and State regulations.

3. Contractor shall make the equipment available for use on other projects or programs if such other use will not interfere with the work on the program for which the equipment was originally acquired. First preference for such other use shall be given to other programs, projects, or activities sponsored by DRCOG. Use by others shall be in preference order consistent with applicable Federal and State regulations.

4. When acquiring replacement equipment, Contractor may use the equipment to be replaced as trade-in or sell the equipment and use the proceeds to offset the costs of the replacement equipment, subject to the approval of DRCOG.

5. Contractor shall maintain accurate equipment records and shall take a physical inventory of equipment and reconcile the results with the equipment records annually. Any discrepancies between quantities determined by the physical inspection and those shown in the accounting records shall be investigated to determine the causes of the differences. Contractor shall annually verify the existence, current utilization, and continued need for the equipment. Contractor shall submit to DRCOG annually a property inventory report for all fixed assets acquired under this Contract in the form attached hereto or other report template as approved by DRCOG.



6. Contractor shall maintain a control system to insure adequate safeguards to prevent loss, damage, or theft of the equipment. Contractor shall implement adequate maintenance procedures to keep the equipment in good condition. In the event the Contractor no longer needs the equipment, Contractor shall contact DRCOG for instructions. In such event, DRCOG reserves the right to order the transfer of title of the equipment to the Federal Government or to a third party named by DRCOG when such third party is otherwise eligible.

### **1.3 Supplies.**

Title to supplies shall vest in the Contractor upon acquisition. Contractor shall not use supplies acquired under this Contract to provide services to non-Federal organizations for a fee that is less than private companies charge for equivalent services, unless authorized by DRCOG. User charges shall be treated as program income.

## **2.0 ACQUISITION OF FIXED ASSETS**

### **2.1 Acquire of Asset.**

Contractor shall acquire the fixed assets as set forth in its Proposal in compliance with all applicable procurement standards set forth in either State or Federal regulations. Contractor is the responsible authority, without recourse to DRCOG, regarding the settlement and satisfaction of all contractual and administrative issues arising out of procurements entered into in support of this Contract.

### **2.2 Written Standards**

Contractor shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts. No employee, officer, or agent of Contractor shall participate in the selection, award, or administration of a contract supported by this Contract if a real or apparent conflict of interest would be involved. The officers, employees, and agents of the Contractor shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to sub agreements.

### **2.3 Procurement**

All procurement transactions shall be conducted in a manner to provide, to the maximum extent practical, open and free competition. Awards shall be made to the bidder or offeror whose bid or offer is responsive to the solicitation and is most advantageous to the Contractor, price, quality and other factors considered.

Contractor shall establish written procurement procedures in compliance with 45 CFR § 74.44.

## **3.0 ADMINISTRATIVE REQUIREMENTS**

In performance of its obligations under this Contract, Contractor shall comply with all applicable provisions of Rule Manual Volume 10, SUA Policy and Procedure Manual Subsection 313, 45 CFR Part 74 and 45 CFR Part 92, as applicable, regarding acquisition, use and disposition of fixed assets.

#### **4.0 INSURANCE**

In addition to Contractor's obligations to maintain insurance as set forth in the Contract, Contractor shall maintain, at a minimum, insurance coverage adequate to cover the replacement value of all fixed assets.

#### **5.0 USE OF FIXED ASSETS**

Fixed assets shall be used for the purposes set forth in this Contract and the Contractor's proposal. Fixed assets may be used on a part-time basis for non-contract purposes as follows:

1. By nonprofit agencies, provided that: (1) a minimum usage fee is charged in accordance with Program Income requirements pursuant to Rule Manual Volume 10; and (2) the part-time usage does not conflict with the use of the equipment for the purposes of the Contract.

2. By profit-making organizations, provided that: (1) a usage fee equal to or greater than the prescribed minimum is charged; (2) usage does not conflict with the use of the equipment for purposes of the Contract; and (3) prior approval has been obtained from DRCOG.

#### **6.0 DISPOSITION OF FIXED ASSETS**

##### **6.1 Real Property.**

In the event that the Contractor determines that real property acquired under this Contract is no longer needed for the purpose of the original project, Contractor shall obtain written approval from DRCOG for the use of the real property in other Federally sponsored projects. Use in other projects shall be limited to those Federally sponsored projects or programs that have purposes consistent with those authorized for support by DRCOG. If the real property is no longer needed for a Federally sponsored project, then Contractor shall request disposition instructions from DRCOG or its successor.

##### **6.2 Equipment.**

In the event Contractor determines that equipment acquired under this Contract is no longer needed for the purpose of the project, Contractor may use the equipment for other activities as follows: for equipment with a current per unit fair market value of \$5,000 or more, the Contractor may retain the equipment for other uses provided that compensation is made to DRCOG. The amount of compensation shall be computed by applying the percentage of DRCOG's share in the cost of the original project or program to the current fair market value of the equipment. If the recipient has no need for the equipment, the recipient shall request disposition instructions from DRCOG.

##### **6.3 Supplies.**

If there is a residual inventory of unused supplies exceeding \$5,000 in total aggregate value upon termination or completion of the project and the supplies are not needed for any other Federally sponsored program, the Contractor shall retain the supplies for use on non-Federally sponsored activities or sell them, but shall, in either case, compensate DRCOG for its share. The amount of compensation shall be computed by applying the percentage of DRCOG's share in the cost of the original project or program to the current fair market value of the supplies.

##### **6.4 Disposition.**

These provisions regarding disposition of fixed assets shall survive termination of the Contract.

## **7.0 HHS GRANT**

It is agreed by the above parties that should the Department of Health and Human Services ("HHS") or the State disapprove this Contract or refuse or fail to make the grant to DRCOG as contemplated by this Contract, then this Contract shall be void and shall not be binding on any parties hereto.

## **8.0 CHANGES**

Any changes, including any increase in the amount of this Contract, which are mutually agreed upon by and between DRCOG and the Contractor, shall be incorporated in written amendments to this Contract.

## **9.0 TERMS AND CONDITIONS**

The parties agree that this Contract is also subject to the provisions set forth in the Contract between DRCOG and Contractor. If Contractor does not comply with the requirements set forth herein or in the Contract, Contractor agrees to return the value of the fixed assets to DRCOG.

PROPERTY INVENTORY FORM

DENVER REGIONAL COUNCIL OF GOVERNMENT, AREA AGENCY ON AGING

Inventory Tag Number: \_\_\_\_\_ Date of physical inventory: \_\_\_\_\_

Description:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Manufacturer’s serial number, model number, or other identification number:  
\_\_\_\_\_

Source of equipment (include award number):  
\_\_\_\_\_  
\_\_\_\_\_

Title in (check one): ☐ Contractor ☐ DRCOG  
☐ Federal Government ☐ State

Acquisition Date: \_\_\_\_\_ Acquisition Cost: \_\_\_\_\_

Percentage of DRCOG share in cost of equipment (attach documentation to calculate percentage): \_\_\_\_\_

Location of equipment:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Condition of equipment: \_\_\_\_\_

Unit acquisition cost: \_\_\_\_\_

Ultimate disposition data:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## **EXHIBIT G: HIPAA BUSINESS ASSOCIATE ADDENDUM**

This Business Associate Addendum (“Addendum”) is a part of the Contract between the Denver Regional Council of Governments (“DRCOG”), Area Agency on Aging, and “Contractor”. For purposes of this Addendum, DRCOG, Area Agency on Aging, is referred to as “AAA” and the Contractor is referred to as “Associate”. Unless the context clearly requires a distinction between the Contract document and this Addendum, all references herein to “the Contract” or “this Contract” include this Addendum.

### **RECITALS**

- A. AAA entered into a HIPAA Business Associate Addendum (“State Addendum”) with the Department of Human Services, Division of Aging and Adult Services (“Covered Entity” or “CE”) as required by the HIPAA Regulations, the Privacy Rule (defined below), which requires the CE, prior to disclosing protected health information to AAA, to enter into a contract containing specific requirements as set forth in, but not limited to, Title 45, Sections 160.103, 164.502(e) and 164.504(e) of the Code of Federal Regulations (“CFR”) and contained in this Addendum.
- B. Associate, as a sub-grantee of AAA, has access to certain information, some of which may constitute Protected Health Information (“PHI”) (defined below).
- C. As a subgrantee with access to PHI, Associate is a Business Associate and subject to obligations with respect to PHI under HIPAA in the same manner as the State Addendum.
- D. AAA and Associate intend to protect the privacy and provide for the security of PHI disclosed to Associate pursuant to this Contract in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (“HIPAA”) and regulations promulgated thereunder by the U.S. Department of Health and Human Services (the “HIPAA Regulations”) and other applicable laws, as amended.

The parties agree as follows:

#### **1. Definitions.**

a. Except as otherwise defined herein, capitalized terms in this Addendum shall have the definitions set forth in the HIPAA Privacy Rule at 45 CFR Parts 160 and 164, as amended (“Privacy Rule”). In the event of any conflict between the mandatory provisions of the Privacy Rule and the provisions of this Contract, the Privacy Rule shall control. Where the provisions of this Contract differ from those mandated by the Privacy Rule, but are nonetheless permitted by the Privacy Rule, the provisions of this Contract shall control.

b. “Protected Health Information” or “PHI” means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 CFR Section 160.103.

c. “Protected Information” shall mean PHI provided by CE or AAA to Associate or created or received by Associate on CE’s or AAA’s behalf.

## **2. Obligations of Associate.**

a. Permitted Uses. Associate shall not use Protected Information except for the purpose of performing Associate’s obligations under this Contract and as permitted under this Addendum. Further, Associate shall not use Protected Information in any manner that would constitute a violation of the Privacy Rule if so used by CE or AAA, except that Associate may use Protected Information: (i) for the proper management and administration of Associate; (ii) to carry out the legal responsibilities of Associate; or (iii) for Data Aggregation purposes for the Health Care Operations of CE. Additional provisions, if any, governing permitted uses of Protected Information are set forth in Attachment A to this Addendum.

b. Permitted Disclosures. Associate shall not disclose Protected Information in any manner that would constitute a violation of the Privacy Rule if disclosed by CE or AAA, except that Associate may disclose Protected Information: (i) in a manner permitted pursuant to this Contract; (ii) for the proper management and administration of Associate; (iii) as required by law; (iv) for Data Aggregation purposes for the Health Care Operations of CE; or (v) to report violations of law to appropriate federal or state authorities, consistent with 45 CFR Section 164.502(j)(1). To the extent that Associate discloses Protected Information to a third party, Associate must obtain, prior to making any such disclosure: (i) reasonable assurances from such third party that such Protected Information will be held confidential as provided pursuant to this Addendum and only disclosed as required by law or for the purposes for which it was disclosed to such third party; and (ii) an agreement from such third party to immediately notify Associate of any breaches of confidentiality of the Protected Information, to the extent it has obtained knowledge of such breach. Additional provisions, if any, governing permitted disclosures of Protected Information are set forth in Attachment A.

c. Appropriate Safeguards. Associate shall implement appropriate safeguards consistent with applicable law as are necessary to prevent the use or disclosure of Protected Information other than as permitted by this Contract. Associate shall maintain a comprehensive written information privacy and security program consistent with applicable law that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Associate’s operations and the nature and scope of its activities.

d. Reporting of Improper Use or Disclosure. Associate shall report to AAA in writing any use or disclosure of Protected Information other than as provided for by this Contract within five (5) days of becoming aware of such use or disclosure.

e. Associate’s Agents. If Associate uses one or more subcontractors or agents to provide services under the Contract, and such subcontractors or agents receive or have access to Protected Information, each subcontractor or agent shall sign an agreement with Associate containing substantially the same provisions as this Addendum and further identifying CE and AAA as third party beneficiaries with rights of enforcement and indemnification from such subcontractors or agents in the event of any violation of such subcontractor or agent agreement. Associate shall implement and maintain sanctions against agents and subcontractors that violate such restrictions and conditions and shall mitigate the effects of any such violation.

f. Access to Protected Information. Associate shall make Protected Information maintained by Associate or its agents or subcontractors in Designated Record Sets available to AAA by the deadline specified in a written request by AAA so that AAA may comply with any request(s) by CE to AAA for inspection and copying of records to enable CE to fulfill its obligations to permit individual access to PHI under the Privacy Rule, including, but not limited to, 45 CFR Section 164.524.

g. Amendment of PHI. By the deadline specified in a written request from AAA for an amendment of Protected Information or a record about an individual contained in a Designated Record Set, Associate or its agents or subcontractors shall make such Protected Information available to AAA to provide to CE so that CE may fulfill its obligations with respect to requests by individuals to amend their PHI under the Privacy Rule, including, but not limited to, 45 CFR Section 164.526. If any individual requests an amendment of Protected Information directly from Associate or its agents or subcontractors, Associate must notify AAA in writing within two (2) days of receipt of the request.

h. Accounting Rights. By the deadline specified in written notice by AAA of a request for an accounting of disclosures of Protected Information, Associate and its agents or subcontractors shall make available to AAA the information required to provide an accounting of disclosures so that AAA may forward such accounting disclosures on to CE so that CE may fulfill its obligations under the Privacy Rule, including, but not limited to, 45 CFR Section 164.528. As set forth in, and as limited by, 45 CFR Section 164.528, Associate shall not provide an accounting to AAA of disclosures: (i) to carry out treatment, payment or health care operations, as set forth in 45 CFR Section 164.506; (ii) to individuals of Protected Information about them as set forth in 45 CFR Section 164.502; (iii) pursuant to an authorization as provided in 45 CFR Section 164.508; (iv) to persons involved in the individual's care or other notification purposes as set forth in 45 CFR Section 164.510; (v) for national security or intelligence purposes as set forth in 45 CFR Section 164.512(k)(2); or (vi) to correctional institutions or law enforcement officials as set forth in 45 CFR Section 164.512(k)(5). Associate agrees to implement a process that allows for an accounting to be collected and maintained by Associate and its agents or subcontractors for at least six (6) years prior to the request, but not before the compliance date of the Privacy Rule. At a minimum, such information shall include: (i) the date of disclosure; (ii) the name of the entity or person who received Protected Information and, if known, the address of the entity or person; (iii) a brief description of Protected Information disclosed; and (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure. In the event that the request for an accounting is delivered directly to Associate or its agents or subcontractors, Associate shall within five (5) days of the receipt of the request forward it to AAA in writing, which will forward such request to CE. It shall be CE's responsibility to prepare and deliver any such accounting requested. Associate shall not disclose any Protected Information except as set forth in Section 2(b) of this Addendum.

i. Governmental Access to Records. Associate shall make its internal practices, books and records relating to the use and disclosure of Protected Information available to the Secretary of the U.S. Department of Health and Human Services (the "Secretary"), in a time and manner designated by the Secretary, for purposes of determining CE's compliance with the Privacy Rule. Associate shall provide to AAA a copy of any Protected Information that Associate provides to the Secretary concurrently with providing such Protected Information to the Secretary. AAA shall subsequently provide such information to CE.

j. Minimum Necessary. Associate (and its agents or subcontractors) shall only request, use and disclose the minimum amount of Protected Information necessary, to the extent practicable, to accomplish the purpose of the request, use or disclosure, in accordance with the Minimum Necessary requirements of the Privacy Rule including, but not limited to 45 CFR Sections 164.502(b) and 164.514(d).

k. Data Ownership. Associate acknowledges that Associate has no ownership rights with respect to the Protected Information.

l. Retention of Protected Information. Notwithstanding Section 4(d) of this Addendum, Associate and its subcontractors or agents shall retain all Protected Information throughout the term of this Contract and shall continue to maintain the information required under Section 2(h) of this Addendum for a period of six (6) years after termination of the Contract.

m. Associate's Insurance. Associate shall maintain casualty and liability insurance to cover loss of PHI data and claims based upon alleged violations of privacy rights through improper use or disclosure of PHI. All such policies shall meet or exceed the minimum insurance requirements of the Contract (e.g., occurrence basis, combined single dollar limits, annual aggregate dollar limits, additional insured status and notice of cancellation).

n. Notification of Breach. During the term of this Contract, Associate shall notify AAA within twenty-four (24) hours of any suspected or actual breach of security, intrusion or unauthorized use or disclosure of PHI and/or any actual or suspected use or disclosure of data in violation of any applicable federal or state laws or regulations. Associate shall take (i) prompt corrective action to cure any such deficiencies and (ii) any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations.

o. Audits, Inspection and Enforcement. Within ten (10) days of a written request by CE, Associate and its agents or subcontractors shall allow CE or AAA to conduct a reasonable inspection of the facilities, systems, books, records, agreements, policies and procedures relating to the use or disclosure of Protected Information pursuant to this Addendum for the purpose of determining whether Associate has complied with this Addendum; provided, however, that: (i) Associate and CE shall mutually agree in advance upon the scope, timing and location of such an inspection; (ii) CE shall protect the confidentiality of all confidential and proprietary information of Associate to which CE has access during the course of such inspection; and (iii) CE shall execute a nondisclosure agreement, upon terms mutually agreed upon by the parties, if requested by Associate. The fact that CE inspects, or fails to inspect, or has the right to inspect, Associate's facilities, systems, books, records, agreements, policies and procedures does not relieve Associate of its responsibility to comply with this Addendum, nor does CE's (i) failure to detect or (ii) detection, but failure to notify Associate or require Associate's remediation of any unsatisfactory practices, constitute acceptance of such practice or a waiver of CE's enforcement rights under the Contract.

p. Safeguards During Transmission. Associate shall be responsible for using appropriate safeguards to maintain and ensure the confidentiality, privacy and security of Protected Information transmitted to AAA pursuant to the Contract, in accordance with the standards and requirements of the Privacy Rule, until such Protected Information is received by AAA, and in accordance with any specifications set forth in Attachment A.



q. Restrictions and Confidential Communications. Within ten (10) business days of notice by CE of a restriction upon uses or disclosures or request for confidential communications pursuant to 45 C.F.R. 164.522, Associate will restrict the use or disclosure of an individual's Protected Information, provided Associate has agreed to such a restriction. Associate will not respond directly to an individual's requests to restrict the use or disclosure of Protected Information or to send all communication of Protected Information to an alternate address. Associate will refer such requests to the CE so that the CE can coordinate and prepare a timely response to the requesting individual and provide direction to Associate.

### **3. Obligations of AAA.**

a. Safeguards During Transmission. AAA shall be responsible for using appropriate safeguards consistent with applicable law to maintain and ensure the confidentiality, privacy and security of PHI transmitted to Associate pursuant to this Contract, in accordance with the standards and requirements of the Privacy Rule, until such PHI is received by Associate, and in accordance with any specifications set forth in Attachment A.

b. Notice of Changes. AAA shall provide Associate with a copy of any notices of changes that it receives from the State pursuant to the State Addendum, including the following: 1) notice of privacy practices produced in accordance with 45 CFR Section 164.520, as well as any subsequent changes or limitation(s) to such notice, to the extent such changes or limitations may effect Associate's use or disclosure of Protected Information; 2) any changes in, or revocation of, permission to use or disclose Protected Information, to the extent it may affect Associate's permitted or required uses or disclosures; and 3) to the extent that it may affect Associate's permitted use or disclosure of PHI, any restriction on the use or disclosure of Protected Information that CE has agreed to in accordance with 45 CFR Section 164.522. CE may effectuate any and all such notices of non-private information via posting on CE's web site. Associate shall monitor CE's designated web site for notice of changes to CE's HIPAA privacy policies and practices.

### **4. Termination.**

a. Material Breach. In addition to any other provisions in the Contract regarding breach, a breach by Associate of any provision of this Addendum, as determined by AAA, shall constitute a material breach of this Contract and shall provide grounds for immediate termination of this Contract by AAA pursuant to the provisions of the Contract covering termination for cause, if any. If the Contract contains no express provisions regarding termination for cause, the following terms and conditions shall apply:

(1) Default. If Associate refuses or fails to timely perform any of the provisions of this Contract, AAA may notify Associate in writing of the non-performance, and if not promptly corrected within the time specified, AAA may terminate this Contract. Associate shall continue performance of this Contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services elsewhere.

(2) Associate's Duties. Notwithstanding termination of this Contract, and subject to any directions from AAA, Associate shall take timely, reasonable and necessary action to protect and preserve property in the possession of Associate in which AAA has an interest.

(3) Compensation. Payment for completed supplies delivered and accepted by AAA shall be at the Contract price. In the event of a material breach under paragraph 4a, AAA

may withhold amounts due Associate as AAA deems necessary to protect AAA against loss from third party claims of improper use or disclosure and to reimburse AAA for the excess costs incurred in procuring similar goods and services elsewhere.

(4) Erroneous Termination for Default. If after such termination it is determined, for any reason, that Associate was not in default, or that Associate's action/inaction was excusable, such termination shall be treated as a termination for convenience, and the rights and obligations of the parties shall be the same as if this Contract had been terminated for convenience, as described in this Contract.

b. Reasonable Steps to Cure Breach. If AAA knows of a pattern of activity or practice of Associate that constitutes a material breach or violation of the Associate's obligations under the provisions of this Addendum or another arrangement and does not terminate this Contract pursuant to Section 4(a), then AAA shall take reasonable steps to cure such breach or end such violation, as applicable. If CE's efforts to cure such breach or end such violation are unsuccessful, AAA shall either (i) terminate the Contract, if feasible or (ii) if termination of this Contract is not feasible, AAA shall report Associate's breach or violation to the Secretary of the Department of Health and Human Services.

c. Judicial or Administrative Proceedings. Either party may terminate the Contract, effective immediately, if (i) the other party is named as a defendant in a criminal proceeding for a violation of HIPAA, the HIPAA Regulations or other security or privacy laws or (ii) a finding or stipulation that the other party has violated any standard or requirement of HIPAA, the HIPAA Regulations or other security or privacy laws is made in any administrative or civil proceeding in which the party has been joined.

d. Effect of Termination.

(1) Except as provided in paragraph (2) of this subsection, upon termination of this Contract, for any reason, Associate shall return or destroy all Protected Information that Associate or its agents or subcontractors still maintain in any form and shall retain no copies of such Protected Information. If Associate elects to destroy the PHI, Associate shall certify in writing to AAA that such PHI has been destroyed.

(2) If Associate believes that returning or destroying the Protected Information is not feasible, Associate shall promptly provide AAA notice of the conditions making return or destruction infeasible. Upon mutual agreement of AAA and Associate that return or destruction of Protected Information is infeasible, Associate shall continue to extend the protections of Sections 2(a), 2(b), 2(c), 2(d) and 2(e) of this Addendum to such information, and shall limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible.

## **5. Injunctive Relief.**

AAA shall have the right to injunctive and other equitable and legal relief against Associate or any of its subcontractors or agents in the event of any use or disclosure of Protected Information in violation of this Contract or applicable law. Associate acknowledges and agrees that in the event of such impermissible use or disclosure of Protected Information, AAA may seek injunctive relief if: (1) AAA will suffer real, immediate, and irreparable injury which will be prevented by injunctive relief; (2) that AAA has no plain, speedy, and adequate remedy at law; (3) that the granting of a preliminary injunction will promote the public interest in privacy rather than disserve the public interest; (4) that the balance of equities always favors the injunction in such cases; (5) that the injunction will preserve the status quo pending a trial on

the merits; and (6) that AAA shall not be required to demonstrate a reasonable probability of success on the merits in order to obtain injunctive relief.

#### **6. No Waiver of Immunity.**

No term or condition of this Contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions of the Colorado Governmental Immunity Act, C.R.S. 24-10-101 et seq. or the Federal Tort Claims Act, 28 U.S.C. 2671 et seq. as applicable, as now in effect or hereafter amended.

#### **7. Limitation of Liability.**

Any limitation of Associate's liability in the Contract shall be inapplicable to the terms and conditions of this Addendum.

#### **8. Disclaimer.**

AAA makes no warranty or representation that compliance by Associate with this Contract, HIPAA or the HIPAA Regulations will be adequate or satisfactory for Associate's own purposes. Associate is solely responsible for all decisions made by Associate regarding the safeguarding of PHI.

#### **9. Certification.**

To the extent that CE determines an examination is necessary in order to comply with CE's legal obligations pursuant to HIPAA relating to certification of its security practices, CE or its authorized agents or contractors, may, at CE's expense, examine Associate's facilities, systems, procedures and records as may be necessary for such agents or contractors to certify to CE the extent to which Associate's security safeguards comply with HIPAA, the HIPAA Regulations or this Addendum.

#### **10. Amendment.**

##### **a. Amendment to Comply with Law.**

The parties acknowledge that state and federal laws relating to data security and privacy are rapidly evolving and that amendment of this Addendum may be required to provide for procedures to ensure compliance with such developments. This Addendum may be amended upon written notice by AAA to Associate, provided that such amendment is necessary to assure ongoing compliance with the State Addendum, HIPAA, the Privacy Rule and other applicable laws relating to the security or privacy of PHI. The parties understand and agree that CE and AAA must receive satisfactory written assurance from Contractor that Contractor will adequately safeguard all Protected Information. Upon the request of any party, the other party agrees to promptly enter into negotiations concerning the terms of an amendment to this Addendum embodying written assurances consistent with the standards and requirements of HIPAA, the Privacy Rule or other applicable laws. AAA may terminate this Contract upon thirty (30) days written notice in the event (i) Contractor does not promptly enter into negotiations to amend this Contract when requested by CE or AAA pursuant to this Section or (ii) Contractor does not enter into an amendment to this Contract providing assurances regarding the safeguarding of PHI that CE or AAA, in their discretion, deem sufficient to satisfy the standards and requirements of HIPAA and the Privacy Rule.

b. Amendment of Attachment A.

Attachment A may be modified or amended by mutual agreement of the parties in writing from time to time without formal amendment of this Addendum.

**11. Assistance in Litigation or Administrative Proceedings.**

Associate shall make itself, and any subcontractors, employees or agents assisting Associate in the performance of its obligations under the Contract, available to CE or AAA, at no cost to CE or AAA, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against AAA, its directors, officers or employees based upon a claimed violation by associate, its subcontractors, employees or agent of HIPAA, the Privacy Rule or other laws relating to security and privacy or PHI covered by this Addendum, except where Associate or its subcontractor, employee or agent is a named adverse party.

**12. No Third-Party Beneficiaries.**

The Department of Human Services, Division of Aging and Adult Services, is a Third-Party Beneficiary to this Agreement with rights of enforcement and indemnification in the event of any violation of the Contract. Nothing express or implied in this Contract is intended to confer, nor shall anything herein confer, upon any person other than The Department of Human Services, Division of Aging and Adult Services, CE, Associate and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

**13. Interpretation and Order of Precedence.**

The provisions of this Addendum shall prevail over any provisions in the Contract that may conflict or appear inconsistent with any provision in this Addendum. Together, the Contract and this Addendum shall be interpreted as broadly as necessary to implement and comply with HIPAA and the Privacy Rule. The parties agree that any ambiguity in this Contract shall be resolved in favor of a meaning that complies and is consistent with HIPAA and the Privacy Rule. This Contract supersedes and replaces any previous separately executed HIPAA addendum between the parties.

**14. Survival of Certain Contract Terms.**

Notwithstanding anything herein to the contrary, Associate's obligations under Section 4(d) ("Effect of Termination") shall survive termination of this Contract and shall be enforceable by CE as provided herein in the event of such failure to perform or comply by the Associate.

**15. Representatives and Notice.**

a. Representatives.

For the purpose of the Contract, the individuals identified elsewhere in this Contract shall be the representatives of the respective parties. If no representatives are identified in the Contract, the individuals listed below are hereby designated as the parties' respective representatives for purposes of this Contract. Either party may from time to time designate in writing new or substitute representatives.

b. Notices.

All required notices shall be in writing and shall be hand delivered or given by certified or registered mail to the representatives at the addresses set forth below.

AAA Representative:

Name:	Tim Feld
Title:	HIPAA Compliance Coordinator
Address:	1001 17 <sup>th</sup> Street, Suite 700 Denver, CO 80202

Contractor/Business Associate Representative:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Department/Division: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

**ATTACHMENT to EXHIBIT G**

This Attachment sets forth additional terms to the HIPAA Business Associate Addendum, which is part of the Contract between DRCOG and Contractor and is effective upon contract execution. This Attachment may be amended from time to time as provided in Section 10(b) of the Addendum.

1. Additional Permitted Uses. In addition to those purposes set forth in Section 2(a) of the Addendum, Associate may use Protected Information as follows: \_\_\_\_\_  
 None except as otherwise directed in writing by DRCOG \_\_\_\_\_

2. Additional Permitted Disclosures. In addition to those purposes set forth in Section 2(b) of the Addendum, Associate may disclose Protected Information as follows: \_\_\_\_\_  
 None except as otherwise directed in writing by DRCOG \_\_\_\_\_

3. Subcontractor(s). The parties acknowledge that the following subcontractors or agents of Associate shall receive Protected Information in the course of assisting Associate in the performance of its obligations under this Contract: \_\_\_\_\_  
 None except as otherwise directed in writing by DRCOG \_\_\_\_\_

4. Receipt. Associate's receipt of Protected Information pursuant to this Contract shall be deemed to occur as follows, and Associate's obligations under the Addendum shall commence with respect to such PHI upon such receipt: Upon the effective date of the contract \_\_\_\_\_

5. Additional Restrictions on Use of Data. CE is a Business Associate of certain other Covered Entities and, pursuant to such obligations of CE, Associate shall comply with the following restrictions on the use and disclosure of Protected Information: \_\_\_\_\_  
 As may be directed in writing by DRCOG or the State \_\_\_\_\_

6. Additional Terms. [This section may include specifications for disclosure format, method of transmission, use of an intermediary, use of digital signatures or PKI, authentication, additional security of privacy specifications, de-identification or re-identification of data and other additional terms.]  
 None \_\_\_\_\_

## **EXHIBIT H: E-VERIFY FEDERAL CONTRACTOR RULE EMPLOYMENT ELIGIBILITY VERIFICATION**

### **(a) Definitions. As used in this clause—**

Commercially available off-the-shelf (COTS) item—

- (1) Means any item of supply that is—
  - i. A commercial item (as defined in paragraph (1) of the definition at 2.101);
  - ii. Sold in substantial quantities in the commercial marketplace; and
  - iii. Offered to the Government, without modification, in the same form in which it is sold in the commercial marketplace; and
- (2) Does not include bulk cargo, as defined in section 3 of the Shipping Act of 1984 (46 U.S.C. App. 1702), such as agricultural products and petroleum products. Per 46 CFR 525.1(c)(2), “bulk cargo” means cargo that is loaded and carried in bulk onboard ship without mark or count, in a loose unpackaged form, having homogenous characteristics. Bulk cargo loaded into intermodal equipment, except LASH or Seabee barges, is subject to mark and count and, therefore, ceases to be bulk cargo.

Employee assigned to the contract means an employee who was hired after November 6, 1986, who is directly performing work, in the United States, under a contract that is required to include the clause prescribed at 22.1803. An employee is not considered to be directly performing work under a contract if the employee—

- (1) Normally performs support work, such as indirect or overhead functions; and
- (2) Does not perform any substantial duties applicable to the contract.

Subcontract means any contract, as defined in 2.101, entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract. It includes but is not limited to purchase orders, and changes and modifications to purchase orders.

Subcontractor means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime Contractor or another subcontractor.

United States, as defined in 8 U.S.C. 1101(a)(38), means the 50 States, the District of Columbia, Puerto Rico, Guam, and the U.S. Virgin Islands.

### **(b) Enrollment and verification requirements.**

- (1) If the Contractor is not enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall—
  - i. Enroll. Enroll as a Federal Contractor in the E-Verify program within 30 calendar days of contract award;
  - ii. Verify all new employees. Within 90 calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); and
  - iii. Verify employees assigned to the contract. For each employee assigned to the contract, initiate verification within 90 calendar days after date of enrollment or within 30 calendar days of the employee’s assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section).

- (2) If the Contractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall use E-Verify to initiate verification of employment eligibility of—
- i. All new employees.
    - (A) Enrolled 90 calendar days or more. The Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or
    - (B) Enrolled less than 90 calendar days. Within 90 calendar days after enrollment as a Federal Contractor in E-Verify, the Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or
  - ii. Employees assigned to the contract. For each employee assigned to the contract, the Contractor shall initiate verification within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section).
- (3) If the Contractor is an institution of higher education (as defined at 20 U.S.C. 1001(a)); a State or local government or the government of a Federally recognized Indian tribe; or a surety performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond, the Contractor may choose to verify only employees assigned to the contract, whether existing employees or new hires. The Contractor shall follow the applicable verification requirements at (b)(1) or (b)(2), respectively, except that any requirement for verification of new employees applies only to new employees assigned to the contract.
- (4) Option to verify employment eligibility of all employees. The Contractor may elect to verify all existing employees hired after November 6, 1986, rather than just those employees assigned to the contract. The Contractor shall initiate verification for each existing employee working in the United States who was hired after November 6, 1986, within 180 calendar days of—
- i. Enrollment in the E-Verify program; or
  - ii. Notification to E-Verify Operations of the Contractor's decision to exercise this option, using the contact information provided in the E-Verify program Memorandum of Understanding (MOU).
- (5) The Contractor shall comply, for the period of performance of this contract, with the requirements of the E-Verify program MOU.
- i. The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Contractor's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Contractor will be referred to a suspension or debarment official.
  - ii. During the period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the Contractor is excused from its obligations under paragraph (b) of this clause. If the suspension or debarment official determines not to suspend or debar the Contractor, then the Contractor must reenroll in E-Verify.



**(c) Web site.** Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

**(d) Individuals previously verified.** The Contractor is not required by this clause to perform additional employment verification using E-Verify for any employee—

- (1) Whose employment eligibility was previously verified by the Contractor through the E-Verify program;
- (2) Who has been granted and holds an active U.S. Government security clearance for access to confidential, secret, or top secret information in accordance with the National Industrial Security Program Operating Manual; or
- (3) Who has undergone a completed background investigation and been issued credentials pursuant to Homeland Security Presidential Directive (HSPD)-12, Policy for a Common Identification Standard for Federal Employees and Contractors.

**(e) Subcontracts.** The Contractor shall include the requirements of this clause, including this paragraph (e) (appropriately modified for identification of the parties), in each subcontract that—

- (1) Is for—(i) Commercial or noncommercial services (except for commercial services that are part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item); or (ii) Construction;
- (2) Has a value of more than \$3,000; and
- (3) Includes work performed in the United States.

ATTACHMENT A



ACH Payment Request Form

\*Email request to: Accountspayable@drcog.org

Section 1 Your Company Information:

Company Name: \_\_\_\_\_ FED ID: \_\_\_\_\_  
Requested by: \_\_\_\_\_ Telephone Number: \_\_\_\_\_

Email address(s) (this is for payment notifications): \_\_\_\_\_  
\_\_\_\_\_

Section 2 Bank Information\*:

Name of Financial Institution: \_\_\_\_\_  
Routing Number: \_\_\_\_\_  
Account Number: \_\_\_\_\_

**ACH Information:** By submitting this form, you authorize DRCOG to initiate ACH transactions to the account noted above.

**\*Please include a voided check or official bank letter with this form.**

For Internal Use Only

Input in GP: \_\_\_\_\_  
Prenote completed: \_\_\_\_\_ Verified by: \_\_\_\_\_

### **EXHIBIT 3 - Authorization for Release of Information to DOUGLAS COUNTY**

**EXHIBIT 3**  
**Authorization for Release of Information to**  
**DOUGLAS COUNTY**

**Applicant Name (printed):** \_\_\_\_\_

In an effort to better serve applicants requesting our services, we are requesting your consent to disclose certain information you provide to us, which may include personally identifying information or protected health information. Your consent to the disclosure and use of any such protected information is voluntary, and you are not required to consent to the use or disclosure of such information. If you choose not to consent to the disclosure and use of your information, you may still be eligible for certain services but Douglas County may not be able to provide grant funds to assist you in paying for those services.

**What Disclosure You Are Authorizing**

Federal and/or state law may prohibit the disclosure of protected information you have provided absent express written consent. By signing this Authorization for Release of Information, you are providing express written consent to the disclosure of your information as described in this form.

By signing this form, you consent to the disclosure of your information to Douglas County and any agencies to whom Douglas County is obligated to provide such information for purposes of reporting activity to funding agencies. You agree to the release of information such as name; date of birth; partial social security number; address and contact information; gender; income; prescription history; and the fact of certain medical and/or mental health conditions. We DO NOT track or disclose information regarding your HIV or STD status or patient records regarding substance use.

**Important Information About Your Consent**

Please be aware that the information disclosed based on this authorization may be redisclosed by a recipient and no longer protected by federal or state privacy laws. Not all persons or entities are required to comply with these laws. By signing this form, you release Douglas County from any, and all, liability arising out of or related to the disclosure of information permitted in this form.

**Termination of Consent**

This consent may be terminated at any time by providing written notice to *[insert agency name]* by email at *[insert agency email address]* or by delivering a written termination of consent to *[insert agency address]*. This consent will automatically expire 90 days after assistance or services cease if consent was not previously terminated. Upon receipt of a written termination or expiration of this consent, information may continue to be used and disclosed only to the extent required for reporting purposes for any previously administered services for up to \_\_\_\_\_ days.

**Acknowledgment: By signing this form, I acknowledge that I have read this form and voluntarily agree to its terms.**

Printed Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Name of agency collecting this Authorization:**

\_\_\_\_\_

**EXHIBIT 4 – DOUGLAS COUNTY Community Services System of Care  
User Confidentiality Agreement**

**EXHIBIT 4**  
**DOUGLAS COUNTY COMMUNITY SERVICES SYSTEM OF CARE**  
**User Confidentiality Agreement**

In an effort to hold a high standard of data stewardship, I, the undersigned user of the Douglas County Community Services System of Care Data System, herein referred to as “the System,” acknowledge that I have been informed and am aware of the confidential nature of the information provided and accessible to me through my use of the System.

I am advised and aware that:

1. Any information received directly from a resident, though a reports and/or stored record shall be confidential.
2. Information may only be shared with an agency, organization or individual for whom consent has been obtained through a signed Authorization for Release of Information by the resident.
3. Nothing in this agreement shall prevent me from commenting publicly about general trends, concerns or aggregate de-identifiable data.
4. Exceptions to this confidentiality agreement will be made as required by state law as it pertains to the mandatory reporting of abuse and neglect of children and at-risk adults.
5. Douglas County will not indemnify me, defend me, or contribute financially to my defense should civil or criminal claims be made against me if I choose to speak publicly concerning information obtained through the System.
6. Any breach of this agreement, including the unauthorized release of confidential information, may be punishable by law, subject me to discipline by my employer and/or result in my removal from future participation in the System.

Printed Name \_\_\_\_\_

Date \_\_\_\_\_

Signature \_\_\_\_\_

Agency \_\_\_\_\_

**EXHIBIT 5 – DOUGLAS COUNTY Community Services Partners  
Data Security Procedures**

## **EXHIBIT 5**

### **Data Security Procedures**

#### **Security Best Practices**

The Douglas County Cyber Security Team advises all users of the System to practice the following procedures to the best of their organization's ability.

##### **Personal**

- Only authorized users will be permitted access to the Douglas County Community Services System (System).
- All authorized users will be required to sign a confidentiality agreement.
- No data accessed from the System will be shared with non-authorized personnel, including physical copies.
- Keep aware of new cyber security threats and devise education and training to defend against them.
- Be wary and report any attempts to gather data by non-authorized parties, either through social engineering, phishing emails, or other means, to Community Services program staff contact.
- Report any additional incidents to Douglas County program staff.

##### **Technical**

- Computers and other devices used to access the System at the agency or by the agency authorized users will have anti-virus and/or advanced malware detection which is run at regular intervals.
- Keep all systems up-to-date with current software patching (Windows Updates, application patches, appliance firmware, drivers, etc).
- Do not save any sensitive, private, or personal data locally outside of the application.
- Control physical access to computers that have authorized access to the System.
- Never share a password with any person or save a password locally; and if a password needs reset, the user will contact the designated Douglas County employee for assistance.

##### **Roles and Access**

Each organization should create an internal policy that defines what personnel roles will have access to the System, who participates in those roles and periodically audit these roles.

##### **Incident Reporting**

In the event of an incident, all relevant information must be relayed as early as possible to the Douglas County Department of Community Development. Douglas County has an obligation to report data breaches within a statutory deadline.

The following are examples (but not an exhaustive list) of incidents:

- Unauthorized user accesses the system
- Computer that accesses constituent data is compromised by ransomware or virus
- Repeated phishing attempts at authorized personnel
- Social engineering or impersonation attempt to gain access to the system
- Unknown external media (usb, etc) is used on computers that accesses the System
- Computer previously used to access the system is removed through theft or unknown loss
- Unknown performance problems on any computer used to access the System

Partners should feel confident to contact [CRSgrants@douglas.co.us](mailto:CRSgrants@douglas.co.us) to leverage Douglas County cyber security professional expertise in the identification of potential incidents are other educational correspondence.



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www.douglas.co.us

**MEETING DATE:** July 8, 2025

**STAFF PERSON RESPONSIBLE:** Jennifer D'Ambrosio, Community Programs Coordinator

**DESCRIPTION:** Subgrantee Agreement for Older Adult Homemaker and Personal Care Services Between Douglas County and Home Instead in the Amount of \$197,839.00.

**SUMMARY:** This request is for approval of the subgrantee agreement for older adult homemaker and personal care services between Douglas County and VanHamme Enterprise, LLC dba Home Instead in the amount of \$197,839. This subgrantee agreement will provide a total of 5,347 hours of services to older adults in Douglas County. The term of the agreement is July 2025 through June 2026.

**RECOMMENDED ACTION:** Staff recommends approval of the subgrantee agreement for older adult homemaker and personal care services between Douglas County and Home Instead in the amount of \$197,839.

**REVIEW:**

Jennifer Eby	Delegated	6/25/2025
Rand Clark	Approve	6/25/2025
Jeff Garcia	Approve	6/30/2025
Andrew Copland	Approve	6/30/2025
Doug DeBord	Approve	7/1/2025
Jennifer Eby - FYI	Notified - FYI	7/1/2025

**ATTACHMENTS:**

HI 25-26 Staff Report

## Subgrantee Agreement Staff Report

**Date:** June 24, 2025

**To:** Douglas County Board of County Commissioners

**Through:** Douglas J. DeBord, County Manager

**From:** Jennifer L. Eby, AICP, Director of Community Services

**CC:** Jennifer A. D'Ambrosio, Community Programs Coordinator  
Allison E. Cutting, Supervisor, Community Services  
Rand M. Clark, CCAP, NCRT, Assistant Director of Community Services

**Subject:** **Subgrantee agreement for older adult homemaker and personal care services between Douglas County and Home Instead in the amount of \$197,839.**

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**Board of County Commissioners' Business Meeting**

**July 8, 2025 @ 1:30 p.m.**

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### **I. EXECUTIVE SUMMARY**

This request is for approval of the subgrantee agreement for older adult homemaker and personal care services between Douglas County and VanHamme Enterprise, LLC dba Home Instead in the amount of \$197,839. This subgrantee agreement will provide a total of 5,347 hours of services to older adults in Douglas County. The term of the agreement is July 2025 through June 2026.

### **II. REQUEST**

Staff recommends approval of the subgrantee agreement for older adult homemaker and personal care services between Douglas County and Home Instead in the amount of \$197,839.

### **III. BACKGROUND**

On June 10, 2025, the Board of County Commissioners (BCC) approved Amendment No. 1 of the Denver Regional Council of Governments (DRCOG) Older Americans Act (OAA) contract EX24015 for older adult services and assisted transportation from July 2025 through June 2026.

Douglas County subgrants funds to local providers who request support through a competitive application process for a two-year period. Home Instead applied to receive DRCOG homemaker and personal care service funding through the County's 2024 joint application process.

### **IV. DISCUSSION**

Community-based personal care and homemaker services provide opportunities for residents to remain in their own homes and contribute to a resident's overall quality of life. Older adults who meet the requirements for in-home services are eligible to receive homemaker and personal care assistance. This subgrantee agreement will provide 2,699 hours of homemaker services and 2,648 hours of personal care services at no cost to Douglas County residents in need.

Service	Units	Amount
Homemaker	2,699	\$ 99,863
Personal Care	2,648	\$ 97,976
<b>Total:</b>	<b>5,347</b>	<b>\$ 197,839</b>

## V. RECOMMENDED ACTION

Staff recommends approval of the subgrantee agreement for older adult homemaker and personal care services between Douglas County and Home Instead in the amount of \$197,839 as it complies with all federal, state, and County approval standards and policies.

<b>ATTACHMENTS</b>	<b>PAGE</b>
Subgrantee Agreement HI Homemaker and Personal Care Services .....	3

**SUB GRANTEE AGREEMENT  
HI HOMEMAKER AND PERSONAL CARE SERVICES**

<b>Project Title</b> HI Homemaker and Personal Care Services	<b>Agreement Number</b> HIHMKRPC2526		
<b>Grantee</b> VanHamme Enterprise, LLC dba Home Instead	<b>Agreement Performance Beginning Date</b> July 1, 2025		
<b>Grantee Unique Entity ID:</b> U5FNU4EMUJG3	<b>Agreement Performance Expiration Date</b> June 30, 2026		
<b>Grant Maximum Amount:</b> \$197,839.00	<b>CFDA Number:</b> N/A		
<b>Agreement Purpose</b> The purpose of this agreement is to improve homemaker and personal care options for vulnerable seniors age 60 and older in all parts of Douglas County.			
<b>Exhibits and Order of Precedence</b> The following Exhibits and attachments are included with this Agreement: <ol style="list-style-type: none"> <li>1. Exhibit 1, Scope of Work and Conditions</li> <li>2. Exhibit 2, Amended Contract EX24015</li> <li>3. Exhibit 3, Release of Information</li> <li>4. Exhibit 4, Generic Confidentiality Agreement</li> <li>5. Exhibit 5, Data Security Procedures</li> </ol> <p>In the event of a conflict or inconsistency between this Agreement and any Exhibit or attachment, such conflict or inconsistency shall be resolved by reference to the documents in the following order of priority:</p> <ol style="list-style-type: none"> <li>1. The provisions of the other sections of the main body of this Agreement</li> <li>2. Exhibit 1, Scope of Work and Conditions</li> <li>3. Executed Option Letters (if any)</li> </ol>			
<b>Principal Representatives:</b> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; vertical-align: top;"> <b>For Douglas County:</b>            Jennifer D'Ambrosio            100 Third Street            Castle Rock, CO 80104            CRSgrants@douglas.co.us         </td> <td style="width: 50%; vertical-align: top;"> <b>For Grantee:</b>            Jared Wagner            230 Third Street 200            Castle Rock, CO 80104            jared.wagner@homeinstead.com         </td> </tr> </table>		<b>For Douglas County:</b> Jennifer D'Ambrosio 100 Third Street Castle Rock, CO 80104 CRSgrants@douglas.co.us	<b>For Grantee:</b> Jared Wagner 230 Third Street 200 Castle Rock, CO 80104 jared.wagner@homeinstead.com
<b>For Douglas County:</b> Jennifer D'Ambrosio 100 Third Street Castle Rock, CO 80104 CRSgrants@douglas.co.us	<b>For Grantee:</b> Jared Wagner 230 Third Street 200 Castle Rock, CO 80104 jared.wagner@homeinstead.com		

THIS SUB GRANTEE AGREEMENT (“Agreement”) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by and between **THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS, STATE OF COLORADO** (“County”) and **VANHAMME ENTERPRISES, LLC, dba HOME INSTEAD**, a corporation authorized to do business in Colorado (“Sub Grantee”), each acting by and through its duly authorized officers. The County and the Sub Grantee hereinafter collectively referred to as the “Parties” and individually to as a “Party.”

**WHEREAS:**

1. The County, acting in its role as grantee for funding under Title III of the Older Americans’ Act (OAA), the State of Colorado Funding for Senior Services (SFSS), and American Rescue Plan Act Funding (ARPA) grant awarded by the Denver Regional Council of Governments (DRCOG), is able to receive and dispense federal and state funds upon reimbursement from DRCOG.
2. Consistent with DRCOG procedural requirements, the County submitted an application for local older adult personal care services funding assistance.
3. The County and DRCOG entered into amended contract EX24015. Douglas County received a total grant award of \$792,516.00 (\$704,422.00 in OAA, SFSS, and/or ARPA grant funds and \$88,094.00 in match funds) for homemaker and personal care services for older adults and will use a maximum amount of **\$197,839.00** on behalf of the subgrantee. This Agreement is intended to memorialize the terms under which the Sub Grantee is to receive the DRCOG grant funds.

**NOW, THEREFORE**, the County and the Sub Grantee agree as follows:

**I. SCOPE OF WORK; APPROVED BUDGET; AND PROVISIONS**

**1.01 Scope of Work.** The Sub Grantee agrees to perform and complete the Scope of Work and Conditions specified in **Exhibit 1** (“Scope of Work”), attached hereto and incorporated herein, in accordance with the terms and conditions of this Agreement and in accordance with all the terms and conditions contained in **Exhibit 2** (Amended Contract EX24015 (“DRCOG Contract”)), attached hereto and incorporated herein. Such terms and conditions include, but are not limited to, all supplemental terms and conditions set forth in Exhibit B to the DRCOG Contract, which are incorporated herein. In the event any provisions contained in this Agreement and/or the Scope of Work conflict with the terms of the DRCOG Contract, the DRCOG Contract shall be controlling. The Scope of Work describes the activities to be completed by the Sub Grantee and includes milestones and completion dates. All Scope of Work activities must be consistent with the approved Scope of Work, including the budget. Any proposed change in the Scope of Work must be submitted to the County’s Project Manager for written approval. A change in

the Scope of Work is not effective until the Sub Grantee receives written approval from the County.

**1.02 Approved Budget.** The Sub Grantee agrees to complete the Scope of Work in accordance with the approved budget set forth in **Exhibit 1**.

**1.03 Provisions.** The Sub Grantee agrees to comply with all provisions in this Agreement including all exhibits.

## **II. AUTHORIZED USE OF GRANT FUNDS; ELIGIBILITY OF COSTS**

**2.01 Authorized Use of Grant Funds.** The Sub Grantee is only authorized to use the grant funds awarded under this Agreement for cost directly incurred for the Scope of Work activities during the Project Activity Period as specified in **Exhibit 1**. The Sub Grantee shall administer services funded through this Agreement in accordance with the Older Americans Act; all applicable provisions of the Colorado Revised States; 12 CCR 2510-1, Older Americans Act (OAA) Programs (Rule Manual Volume 10); Colorado Department of Human Services, Division of Aging and Adult Services, State Unit on Aging (SUA) Policy and Procedures Manual; and the DRCOG Contract Management Manual, as may be amended from time to time. Sub Grantee is subject to all provisions of DRCOG's contract with CDHS.

**2.02 Eligibility of Costs.** All expenses are subject to DRCOG regulations including, but not limited to:

- All applicable provisions of 2 CFR part 200, 2 CFR part 300 and 45 CFR part 74 and 45 CFR, Part 92 regarding uniform requirements for the administration of Department of Health and Humans Services (HHS) grants and principles for determining costs applicable to activities assisted by HHS grants.

All expenses are also subject to the provisions outlined in the DRCOG Contract.

## **III. AWARD AMOUNT, MATCH, AND PAYMENT**

**3.01 Project Amount.** The total budget of this Scope of Work is **\$197,839.00**.

**3.02 Maximum Grant Amount.** The County awards to the Sub Grantee a grant of **\$197,839.00** ("Maximum Grant Amount") to complete approximately **2,699 units (hours) of homemaker services and 2,648 units (hours) of personal care services** as outlined in the Scope of Work. In no event will the County's obligation under this Agreement be more than the Maximum

Grant Amount. The County shall bear no responsibility for cost overruns that may be incurred by the Sub Grantee in the performance of the Scope of Work.

**3.03 Local Match.** A local match from the County is required for this operating grant. This requirement will be covered through the County's general fund budget. The local match shall not increase the Maximum Grant Amount.

**3.04 Reimbursement Contingent Upon the Availability of the Local Match.** Reimbursement is subject to and contingent upon the continuing availability of the required local match. The parties hereto expressly recognize that the Sub Grantee is to be paid, reimbursed, or otherwise compensated with funds provided to the County by DRCOG that are contingent upon the availability of the required local match. If, for whatever reason, the local match is insufficient, the County is only required to reimburse the Sub Grantee from such funds or any part thereof that are received from DRCOG based on the local match provided.

**3.05 Reimbursement.** Expenses will be reimbursed by the County for 100 percent of all eligible costs which have been paid to the County by DRCOG. Invoiced expenditures with all required documentation must be submitted to the Project Manager no later than the fifth day of the following month in order to be reimbursed for expenses from the previous month. Sub Grantees must use the approved forms and submit all required documentation as specified.

Sub Grantees shall submit any additional data or other information requested by the County to support the Sub Grantee's reimbursement request and shall submit any additional data or information that may be required by the federal government for reporting to DRCOG and the State of Colorado.

Upon the County's review and approval of the Sub Grantee's reimbursement request, the County will distribute to the Sub Grantee the approved reimbursement amount. The County may deny part, or all, of any reimbursement request if it believes that it is not a supportable Scope of Work expense. No reimbursement will be made which would cause the distribution of grant funds to exceed, cumulatively, such payment limits in Section 3.02. The County may withhold payment if the Sub Grantee is not current in its reporting requirements under Article V. Distribution of any funds or approval of any report is not to be construed as a County waiver of any Sub Grantee noncompliance with this Agreement.

**3.06 Repayment of Unauthorized Use of Grant Funds.** Upon a finding by the County that the Sub Grantee has made unauthorized or undocumented use of grant funds, and upon a demand for repayment issued by the County, the Sub Grantee agrees to promptly repay such amounts to the County.

**3.07 Reversion of Unexpended Grant Funds.** All funds granted by the County under this Agreement that have not been expended for Scope of Work activities taking place during the Project Activity Period, as defined in Section 6.01 below, shall revert back to DRCOG. Sub Grantee must meet the timeframes outlined in the County's agreement with DRCOG.

**3.08 Grant Contingent upon State or Federal Funding.** This Agreement is subject to and contingent upon the continuing availability of State Older Coloradoan's funds, or Federal Older Americans' Act funds for the purposes thereof. The parties hereto expressly recognize that the Sub Grantee is to be paid, reimbursed, or otherwise compensated with funds provided to the County by DRCOG. DRCOG receives these funds from the State of Colorado, State Funding for Senior Services, or the Federal Older Americans' Act, and therefore, the Sub Grantee expressly understands and agrees that all its right, demands, and claims to compensation arising under this Agreement are contingent upon receipt of such funds from DRCOG. In the event that such funds or any part thereof are not received from DRCOG, the County may immediately terminate this Agreement without liability, including liability for termination costs.

#### **IV. ACCOUNTING AND RECORDKEEPING REQUIREMENTS**

**4.01 Documentation of Scope of Work Costs.** All Scope of Work expenses must be supported by proper documentation, including properly executed payrolls, effort reporting or time records, invoices, contracts, receipts for expenses, or vouchers, evidencing in detail the nature and propriety of the charges.

**4.02 Establishment and Maintenance of Scope of Work Information.** The Sub Grantee agrees to establish and maintain accurate, detailed, and complete separate books, accounts, financial records, documentation, and other evidence relating to (a) Sub Grantee's performance under this Agreement, and (b) the receipt and expenditure of all grant funds and the Sub Grantee's match documentation (if required) under this Agreement. The Sub Grantee shall establish and maintain all such information in accordance with generally accepted accounting principles and practices and shall remain intact all Scope of Work information until the latest of:

- A.** Six (6) years following the term of this Agreement; or
- B.** If any litigation, claim, or audit is commenced during either such period, when all such litigation claims or audits have been resolved.

**4.03 Compliance with HB 18-1128.** Sub Grantee shall comply with the applicable provisions of House Bill 18-1128 Concerning Strengthening Protections for Consumer Data Privacy, including any updates or amendments thereto. Compliance shall include, without limitation,



compliance with all required procedures set forth in subpart F of the Scope of Work attached hereto. Sub Grantee shall be a “Third-Party Service Provider” as defined in C.R.S. § 24-73-103(1)(i), shall maintain security procedures and practices consistent with C.R.S. § 24-73-101, *et seq.*, and has a statutory duty to notify and cooperate with the County in the event of a security breach that compromises personally identifiable information (PII), which means any information maintained about an individual that can be used to distinguish or trace an individual’s identity, including but not limited to name; social security number; date and place of birth; mother’s maiden name; biometric records; other information linked or linkable to an individual such as medical, educational, financial and employment information; and any other information encompassed in C.R.S. § 24-72-501.

**4.04 Audit Requirements.** The Contractor shall ensure that an annual independent audit is conducted of the Contractor's financial records in accordance with the requirements of Title II Part 200 of the Code of Federal Regulations, which supersedes Office of Management and Budget (OMB) Circular A-133. The Contractor shall, upon request, make a copy of the audit available for review by DRCOG and/or SUA. All activities and costs charged under this Contract shall be in accordance with the provisions of the Older Americans Act, Colorado Revised Statutes, Rule Manual Volume 10 and the SUA Policy and Procedure Manual, as from time to time amended, including but not limited to compliance with cost principles set forth in: Title II Part 200 of the Code of Federal Regulations and Government Audit Standards regardless of the amount of Federal funding the Contractor receives. Federal Acquisition Regulations at 48 C.F.R. Part 31.2 shall also apply when applicable. Should an audit or other financial review disallow any reimbursed costs, the disallowed funds shall be returned to DRCOG or, in DRCOG’s discretion and to the extent permitted by Federal and State law and regulations, offset against current or future payments to Contractor. Failure to fulfill these audit obligations is a breach of this Contract and will subject Contractor to all remedies available herein and at law, including all funds being due and payable back to DRCOG.

**4.05** The Sub Grantee agrees to provide the Project Manager with a report of all audits performed.

## **V. REPORTING AND MONITORING REQUIREMENTS**

**5.01 Progress Reports.** The Sub Grantee shall provide information about its progress in the Monthly Reimbursement Request forms it submits to the Project Manager. These reports shall include personal care units of service information from customer surveys, and copies of marketing materials, as applicable. The Sub Grantee shall provide applicable details and information including: data, explanations, descriptions, copies, and sample documents of

milestone activities. If there is more than a ten percent deviation from the numbers listed in the milestones in the Scope of Work (**Exhibit 1**), an explanation for that deviation to the progress report(s) shall be added. Progress and change over time shall be evaluated and reported.

A template report form and/or access to the County's electronic data system shall be provided by Douglas County. The Sub Grantee must use the template(s) and electronic format provided for its reports. The Sub Grantee must also submit to the County any other forms and documentation related to the grant that the County requests. The County will furnish electronic copies of all template report forms to be completed and submitted.

**5.02 Contents of Reports; Copies.** The Sub Grantee agrees to report completely and to provide the County with any additional or follow-up information as may be requested by the County.

**5.03 Other Monitoring Activities.** To assist the County in monitoring compliance with this Agreement, the Sub Grantee agrees to attend regularly scheduled Sub Grantee meetings as requested by the County and to permit site visits by County staff during business hours, upon reasonable notice. The Sub Grantee agrees to submit to the County a copy of any promotional information regarding the Scope of Work disseminated by the Sub Grantee during the term of this Agreement.

**5.04 Changed Conditions.** The Sub Grantee shall use due diligence to achieve the milestones set forth in the Scope of Work. The Sub Grantee agrees to notify the County immediately of any development that has or will have a significant impact on performance of the Scope of Work, including, but not limited to, any problems, delays, or adverse conditions that materially impair the ability to meet the objectives of the Scope of Work in accordance with the terms of this Agreement. The notice shall include a statement of action taken or contemplated and any assistance needed to resolve the situation. Additionally, the County will monitor performance on a quarterly basis to ensure milestones are achieved. A ten percent (10%) variance less than or greater than the target will be accepted.

**5.05 Special Reporting Requirements.** The County is required to report to DRCOG regarding Grant Program Activities. Accordingly, the Sub Grantee agrees to provide the County with any additional follow-up information reasonably requested by the County, in order to meet the County's reporting requirements.

## **VI. PROJECT ACTIVITY PERIOD; TERM; TERMINATION**

**6.01 Project Activity Period.** This Project Activity Period will begin on **July 1, 2025, or the date of execution of DRCOG contract, whichever comes later**, and will end on **June 30, 2026**.

**6.02 Term.** The term of this Agreement shall extend from the Effective Date of this Agreement to a date sixty (60) calendar days following the end of the Project Activity Period defined in Section 6.01 to permit close out of this Agreement.

**6.03 Termination by County for Convenience.** The County may terminate this Agreement at any time and for any reason by providing the Sub Grantee written notice of such termination at least thirty (30) calendar days prior to the effective date of such termination. Upon such termination, the Sub Grantee shall be entitled to compensation for Scope of Work activities in accordance with this Agreement which were incurred prior to the effective date of the termination, but not exceeding the limits in Section 3.02.

**6.04 Termination Due to Loss of Funding.** The parties acknowledge and agree that Sub Grantee is to be paid, reimbursed or otherwise compensated for the services set forth herein with funds provided to the County by DRCOG. Sub Grantee expressly understands and agrees that all its rights, demands, and claims to compensation arising under this Agreement are contingent upon the County's receipt of such funds from DRCOG. In the event that such funds, or any part thereof, are not received by the County, the County may immediately terminate this Agreement without liability, including costs for termination.

**6.05 Termination for Noncompliance.** If there has been a material failure to comply with the provisions of this Agreement by either party (a "breach"), the other party may terminate this Agreement after seven (7) calendar days' written notice to the party in breach if such breach is not cured within the seven (7) day period. A material failure of the Sub Grantee to make reasonable progress toward completion of the Scope of Work without good cause and without providing the notices required by Section 5 constitutes a breach. At the County's option, the County may withhold payment of invoices during any period in which the Sub Grantee is noncompliant with this Agreement. If the County finds that the Sub Grantee's noncompliance is willful and unreasonable, the County may terminate or rescind this Agreement and require the Sub Grantee to repay the grant funds in full or in a portion determined by the County, except that Sub Grantee shall not be required to repay funds that the County has reviewed, approved, and distributed except as provided for in Sections 3.05 and 3.06.

**6.06 Effect of Scope of Work Closeout or Termination.** The Sub Grantee agrees that Scope of Work closeout or termination of this Agreement does not invalidate continuing obligations imposed on the Sub Grantee by this Agreement. Project closeout or termination of this Agreement does not alter the County's authority to disallow costs and recover funds based on a later audit or other review, and does not alter the Sub Grantee's obligation to return

any funds due to the County as a result of later refunds, corrections, or other transactions.

## **VII. CONTACT PERSONS; PROJECT MANAGER**

**7.01 Contact Persons.** The authorized persons for receipt notices, reports, invoices, and approvals under this Agreement are the following:

**The County:**

Name: Jennifer D'Ambrosio  
Title: Community Programs Coordinator  
Mailing Address: 100 Third Street  
Castle Rock, CO 80104  
Phone: 303-660-7460  
Email: crsgrants@douglas.co.us

**The Sub Grantee:**

Name: Jared Wagner  
Title: Owner  
Mailing Address: 230 Third Street 200  
Castle Rock, CO 80104  
Phone: 303-378-0355  
Email: jared.wagner@homeinstead.com

or such other person as may be designated in writing for itself by either party.

**7.02 County's Project Manager.** The County's Project Manager for purposes of administration of this Agreement is the person listed for the County in Section 7.01, or such other person as may be designated in writing by the County. However, nothing in this Agreement will be deemed to authorize the Project Manager to execute amendments to this Agreement on behalf of the County.

**7.03 Sub Grantee Project Manager.** The Sub Grantee's Project Manager for purposes of administration of this Agreement is the person listed for the Sub Grantee in Section 7.01, or such person as may be designated in writing by the Sub Grantee. However, nothing in this Agreement will be deemed to authorize the Project Manager to execute amendments to this Agreement on the behalf of the Sub Grantee unless otherwise noted.

**7.04 Notice.** Notice to any party under this Agreement shall be made in writing, addressed as set forth above, and shall be delivered personally during normal business hours, or by prepaid first-class U.S. mail, e-mail or such other method authorized in writing by the party's Project Manager. Mailed notices shall be deemed effective upon receipt or three (3) days after the date of

mailing, whichever is earlier. Email notices shall be effective upon receipt. The parties may from time to time designate substitute addresses or persons where and to whom such notices are to be mailed or delivered, but such substitutions shall not be effective until actual receipt of written notification.

## **VIII. GENERAL CONDITIONS**

**8.01 Amendments.** The terms of this Agreement may be changed only by mutual agreement of both parties. Such changes shall be effective only upon the execution of written amendments signed by authorized officers of the parties to this Agreement.

**8.02 Assignment and Sub Grants.** The Sub Grantee shall not assign, sub grant, sublet, or transfer any Scope of Work activities without receiving express written consent of the County. Any attempt at assignment, sub granting, subletting, or transferring without such consent shall be void. Activities listed in the Scope of Work shall constitute written consent by the County. Any assignment, sub grant, sublet, or transfer by the Sub Grantee shall be subject to compliance with all terms and conditions of this Agreement including Exhibits 1 and 2.

**8.03 Liability.** The parties expressly agree that they do not contractually waive any limitations on liability or other immunities or defenses available to them by statute or common law, or activities undertaken pursuant to this Agreement. The Parties understand and agree that the County, its commissioners, officials, officers, directors, agents, and employees, are relying on, and do not waive or intend to waive by any provisions of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101 through 120, or otherwise available to the County.

**8.04 Relationship of the Parties.** Nothing in this Agreement is intended or should be construed in any matter as creating or establishing the relationship of co-partners or a joint venture between the Sub Grantee and the County, nor creating third party beneficiary rights against the County or Sub Grantee, including but not limited to, Sub Grantee's contractors or subcontractors.

**8.05 Indemnification.** The Sub Grantee assumes liability for and agrees to defend, indemnify, and hold harmless the County, its officers, employees, agents, residents, and tax payers from and against all losses, damages, expenses, liability, claims, suits, or demands, including, without limitation, attorney's fees, arising out of, resulting from this Agreement, or relating to the performance of the Scope of Work by the Sub Grantee or Sub Grantee employees, agents, or contractors. In addition, the Sub Grantee shall comply with all indemnification and insurance requirements set forth in Exhibit D to

the DRCOG Contract. If Sub Grantee is served with a pleading or other document in connection with an action before a court or administrative decision making body, and such pleading or document relates to this Agreement or may affect Sub Grantee's ability to perform its obligations under this Agreement, Sub Grantee shall, within 3 days after being served, provide notice to the County of such action and deliver copies of such pleading or document to the County/

**8.06 Acknowledgement.** The Sub Grantee shall appropriately acknowledge the support received under "the Older Americans Act" in any promotional materials, reports, and publications relating to the Scope of Work.

**8.07 Jurisdiction, Venue, and Applicable Law.** Venue for all legal proceedings arising out of this Agreement, or breach of this Agreement, shall be in state or federal court with competent jurisdiction in Douglas County, Colorado. All matters relating to the performance of this Agreement shall be controlled by and determined in accordance with the laws of the State of Colorado.

**8.08 Conflict.** In the event that any provisions contained herein conflicts with those in Exhibit 2, provisions in Exhibit 2 shall prevail.

**8.09 Extension of Provisions.** All provisions herein contained, including the benefits and burdens, shall extend to be binding upon the Sub Grantee, its heirs, legal representations, successors, and assigns.

**8.10 Complete Integration.** This Agreement, including all Exhibits attached hereto, represents the complete integration of all understandings between the parties and all prior representations and understandings, oral or written, are merged herein.

## **IX. GENERAL REQUIREMENTS**

**9.01 Incorporation of Specific Requirements.** Specifically, and without limitation, the Sub Grantee agrees to comply with all requirements set forth in Exhibit 2, including all exhibits thereto. By signing this Agreement, the Sub Grantee certifies that it has received and reviewed Exhibit 2 and agrees to comply with all provisions set forth therein.

**9.02 Integrity Certification.** By signing this Agreement, the Sub Grantee certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any federal department or agency. The Sub Grantee further certifies it has no unpaid federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner

pursuant to an agreement with the authority responsible for collecting the tax liability. This certification is a material representation of fact upon which the County relies in entering this Agreement. If it is later determined that the Sub Grantee knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. The Sub Grantee shall provide to the County immediate written notice if at any time the Sub Grantee learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

**9.03 Prohibition Against Workers without Authorization.** Sub Grantee hereby certifies that it does not and shall not knowingly employ or contract workers without Authorization. By signing this Agreement, Sub Grantee represents and warrants that it will comply with all requirements regarding the same set forth in the DRCOG Contract, including but not limited to those set forth in Sections 2 - 4 of Exhibit B to the DRCOG Contract and Exhibit H to the DRCOG Contract, all of which are expressly adopted and incorporated herein.

**9.04 Equal Employment Opportunity.** Sub Grantee agrees to comply with all applicable federal laws, regulations, and orders regarding “Equal Employment Opportunity”, as may be amended from time to time, and to execute such provisions as are required under Exhibit C to the DRCOG Contract attached hereto.

Sub Grantee shall comply with the appropriate areas of the Americans with Disabilities Act of 1990, as amended, and any other applicable federal, state or local laws and regulations.

The parties adopt and incorporate the requirements of 41 CFR § 60-1.4(a) and 29 CFR § 471, Appendix A to Subpart A, if applicable.

Sub Grantee shall comply with all applicable requirements of 41 CFR 60-300.5(a) and 41 CFR 60-741.5(a). These regulations prohibit discrimination against qualified protected veterans and qualified individuals with disabilities and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans and qualified individuals with disabilities.

**9.05 No Federal or State Obligation.** This grant is financed by state funds administered by DRCOG. However, payments to the Sub Grantee will be made by the County. Neither the United States nor the State of Colorado is a party to this Agreement. No reference in this Agreement to the United States, DRCOG, or any representative of the State or federal government makes the United States or the State of Colorado a party to this Agreement. The Sub

Grantee shall include this clause in any contracts or agreements under this Agreement.

**The remainder of this page intentionally left blank.**



**In witness whereof**, the parties have caused this Agreement to be executed by their duly authorized officers on the dates set forth below. This Agreement is effective upon final execution by both parties.

**THE BOARD OF COUNTY COMMISSIONERS:  
OF THE COUNTY OF DOUGLAS, COLORADO**

**APPROVED AS TO CONTENT:**

\_\_\_\_\_  
**Abe Laydon**  
**Chair, Board of County Commissioners**

\_\_\_\_\_  
**Jennifer L. Eby**  
**Director of Community Services**

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_

\_\_\_\_\_  
**Hayley Hall**  
**Clerk to the Board**

**Date:** \_\_\_\_\_

**APPROVED AS TO LEGAL FORM:**

**APPROVED AS TO CONTENT:**

\_\_\_\_\_  
**Arielle Denis**  
**Assistant County Attorney**

\_\_\_\_\_  
**Douglas J. DeBord**  
**County Manager**

**Date:** \_\_\_\_\_

**APPROVED AS TO FISCAL CONTENT:**

\_\_\_\_\_  
**Andrew Copland**  
**Director of Finance**

**Date:** \_\_\_\_\_

**VanHamme Enterprise, LLC dba Home Instead**

Sub Grantee

\_\_\_\_\_  
By (Signature)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Zip Code

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) ss.

The foregoing instrument was acknowledged before me this \_\_\_\_ day  
of \_\_\_\_\_, \_\_\_\_\_ by \_\_\_\_\_.  
(month) (year) (name of Subgrantee signatory)

My commission expires:\_\_\_\_\_

Witness my hand and official seal

\_\_\_\_\_  
Notary Public

## EXHIBIT 1—Scope of Work and Conditions

### VanHamme Enterprise, LLC dba Home Instead, Douglas County, Denver Regional Council of Governments (DRCOG) Older Adult Homemaker and Personal Care Services Agreement

<b>Grant Year</b>	For the period July 1, 2025, through June 30, 2026
<b>Title of Project</b>	HI Homemaker and Personal Care Services SubGrantee Agreement between VanHamme Enterprise, LLC dba Home Instead, and Douglas County for services under amended contract EX24015
<b>Project Description</b>	Homemaker and Personal Care services for older adults.

#### A. Program Description

Sub Grantee is an older adult services program that provides homemaker and personal care services to residents of Douglas County.

#### B. Project Description

This project accomplishes the goal of improving homemaker and personal care options for seniors age 60 and older in all parts of Douglas County. The increase in homemaker and personal care opportunities will be achieved by leveraging funding for current services.

Sub Grantee will provide homemaker and personal care services for seniors through qualified care staff.

Service Definition for Homemaker Services: Assistance to persons who meet the eligibility requirements for in-home services who are unable to perform two or more of the following instrumental activities of daily living: preparing meals, laundry, shopping for personal items, managing money, using the telephone, or doing light housework.

Service Definition for Personal Care Services: Personal assistance, stand-by assistance, supervision, or cues for persons who meet the requirements for in-home services.

#### C. Project Budget

1. The twelve (12) month net cost for this project is estimated to be and will be allocated for the Grant Year as follows:

<b>Projects</b>	
Homemaker Services	<b>\$ 99,863.00</b>
Personal Care Services	<b>\$ 97,976.00</b>
<b>Total</b>	<b>\$ 197,839.00</b>

2. Project costs must not exceed the maximum allowable cost of **\$197,839.00**.

3. Sub Grantee is solely responsible for all costs this project incurs above the amount Douglas County reimburses to Sub Grantee from DRCOG and County match funds for the share of eligible, actual costs. If the final, actual project cost is less than the maximum allowable cost of **\$197,839.00**, the County is not obligated to provide any more of the eligible, actual operational costs.
4. Funds from this grant will pay personal care services on a per-unit basis for adults age 60 and older. One unit of service is defined as one hour of personal care service. Sub Grantee in partnership with the Douglas County Department of Community Development, provides these services.
5. Sub Grantee is responsible for providing monthly reporting on units provided to qualified Douglas County residents under the guidelines of this project. Monthly reports are due to Douglas County no later than the fifth (5<sup>th</sup>) day of each month. If the 5<sup>th</sup> day falls on a weekend or holiday, the monthly report will be due on the prior business day.
6. DRCOG and Douglas County require that the service units detailed by this Agreement are provided throughout the grant year.
  - a. As such, at least forty percent (40%) but no more than sixty percent (60%) of the contracted **homemaker** funds must be spent by December 31, 2025, and seventy percent (70%) but no more than ninety percent (90%) of the contracted **homemaker** funds must be spent by March 31, 2026. All **homemaker** funds must be spent by June 30, 2026.
  - b. As such, at least forty percent (40%) but no more than sixty percent (60%) of the contracted **personal care** funds must be spent by December 31, 2025, and seventy percent (70%) but no more than ninety percent (90%) of the contracted **personal care** funds must be spent by March 31, 2026. All **personal care** funds must be spent by June 30, 2026.

#### **D. Reimbursement Eligibility**

1. Sub Grantee shall submit monthly reimbursement requests, including all related documentation to Douglas County. Requests must be within the limits of Sections C, E and F of this Exhibit and shall otherwise comply with the terms of this Agreement.

#### **E. Project Performance**

1. Sub Grantee shall track and report the number of total clients and other users of these services during the Grant Year.

<b>Project</b>	<b>Total Units to be Provided</b>
Homemaker Services	2,699 hours at \$37 per one unit
Personal Care Services	2,648 hours at \$37 per one unit

#### **F. Data Reporting, Sharing, and Confidentiality**

1. The County will provide to the Sub Grantee access to its data system or provide a reporting spreadsheet template, through which the Sub Grantee shall capture and report data for all services provided under this Sub Grantee Agreement. The Sub Grantee shall record and report: (i) participant information; (ii) Household information; (iii) Program data; (iv) Service records; and (v) Funding and expenditure records. Be sure to include trip counts, trip costs, demographic information, information from surveys, narrative program questions, and Douglas County approved copies of marketing materials related to the grant program with your monthly reporting.
2. The County and Sub Grantee agree that sharing client data is necessary to meet client needs. Accordingly, the County and the Sub Grantee agree that client data may be shared between the parties, provided, however, that each party shall protect confidential client information as required by state and federal law and this Agreement. Prior to sharing any client information, the Sub Grantee shall obtain an Authorization for Release of Information (“ROI”), in the form included as **Exhibit 3** to this Sub Grantee Agreement or as otherwise approved in writing by the Project Manager, executed by the client which allows the Sub Grantee to share the client's information with the County and any other sub-grantees specified in the ROI form.
3. The Sub Grantee must comply with all applicable provisions of HB 18-1128 regarding “Personal Identifying Information” as defined in C.R.S. § 6-1-713(2)(b) and C.R.S. § 24-73-101(4)(b) and to “Personal Information” as defined in C.R.S. 24-73-103(1)(g). Personal Identifying Information and Personal Information are referred to collectively herein as “Personal Data.” Compliance shall include, without limitation:
  - i. Adopting and enforcing a written policy governing the destruction of electronic and paper documents containing Personal Data. The written policy must, at a minimum, require that when electronic or paper documents containing Personal Data are no longer needed, such documents will be destroyed by shredding, erasing, or otherwise modifying the Personal Data so as to make it unreadable or indecipherable through any means;
  - ii. Implementing and maintaining reasonable security procedures designed to protect Personal Data from unauthorized access, use, modification, disclosure, or destruction. Such procedures must be appropriate in light of the nature of the Personal Data that is provided to the partner and the nature and size of the partner’s business and operations;
  - iii. Providing immediate written notification to the Project Manager; in the event the partner becomes aware that an unauthorized acquisition of Personal Data compromising the security, confidentiality or integrity of the Personal Data (hereinafter, a “Security Breach”) has or may have occurred. The partner shall promptly and in good faith conduct an investigation to determine the likelihood that Personal Data has been or will be misused and shall coordinate with and promptly report the results of such investigation to the Project Manager; [crsgrants@douglas.co.us](mailto:crsgrants@douglas.co.us) as requested;

- iv. Providing prompt written notification to affected Colorado residents, but in no event later than thirty (30) days after the date of determination that a Security Breach occurred, in accordance with the provisions of House Bill 18-1128; and
  - v. To the extent applicable, requiring any third-party service providers, as defined in C.R.S. § 6-1-716(i) and C.R.S. § 24-73-103, to implement and maintain reasonable security procedures and practices appropriate to the nature of the Personal Data disclosed to the third-party service provider and reasonably designed to help protect the Personal Data from unauthorized access, use, modification, disclosure or destruction.
4. In order to help protect client Personal Data from unauthorized access, use, modification, disclosure, or destruction, the Sub Grantee shall: (i) have and enforce a written policy outlining how Personal Data will be collected, maintained, and protected from inadvertent release; (ii) require and provide training on the protection of Personal Data to anyone with access to client confidential information and/or the County's data system or reporting spreadsheet, including but not limited to employees and volunteers; (iii) require anyone with access to client confidential information and/or the County's data system or reporting spreadsheet to execute an acknowledgment, in the form included as **Exhibit 4** or as otherwise approved in writing by the Project Manager, of their obligation to maintain the confidentiality of Personal Data; and (iv) maintain a secure environment that ensures the confidentiality of Personal Data. Attached as **Exhibit 5** are recommendations for best practices to implement and maintain reasonable security procedures designed to protect Personal Data from unauthorized access, use, modification, disclosure, or destruction.

#### **G. Special Conditions**

1. Sub Grantee may not bill the County under this Agreement until the Agreement is fully executed. No services shall be provided prior to the full execution of the DRCOG Contract.
2. Sub Grantee shall have a valid policy in place to require background checks be conducted for all employees, volunteers, and agents of Sub Grantee providing personal care services. Sub Grantee shall ensure that prior to delivery of services, a records check through the Colorado Bureau of Investigations (CBI) or another background check system that provides information at the same level of detail or higher than the CBI records. Sub Grantee shall ensure that appropriate follow-up of the background check is completed according to the SUA Policy and Procedure Manual Subsection 401.15, and shall ensure that its employees, volunteers, and agents are in compliance with the restrictions of said Subsection. Sub Grantee shall make available all background check results to Douglas County and any agencies to whom Douglas County is obligated to provide such information for purposes of reporting and meeting funding requirements.
3. Sub Grantee shall demonstrate a good faith effort to provide, and certify as applicable, safety-related training for staff, volunteers, and other appropriate personnel.

4. Sub Grantee shall comply with all applicable requirements for establishing and utilizing waiting lists when services are available but cannot be provided to all eligible consumers as set forth in Section 14 of Exhibit B to the DRCOG Contract.
5. Sub Grantee represents and warrants that: (i) it has a consumer complaint/appeal process in place that conforms to all requirements set forth in Section 15 of Exhibit B to the DRCOG Contract; and (ii) it has a process in place to monitor service quality and consumer satisfaction that conforms to all requirements set forth in Section 16 of Exhibit B to the DRCOG Contract.
6. Sub Grantee acknowledges receipt of DRCOG's on-site assessment requirements and shall comply with the on-site assessment requirements.

## **EXHIBIT 2 – Amended Contract EX24015**



**AMENDMENT NO. 1 TO THE CONTRACT BY AND BETWEEN THE**

**DENVER REGIONAL COUNCIL OF GOVERNMENTS**

1001 17<sup>th</sup> Street, Suite 700  
Denver, Colorado 80202

and

**DOUGLAS COUNTY GOVERNMENT**

100 Third Street  
Castle Rock, Colorado 80104

Project Number: 624026, 554026

Contract Number EX24015

**RECITALS**

- A. The parties hereto have entered into a Contract dated July 8, 2024.
- B. A change to the Contract has been mutually agreed upon by the parties hereto.

NOW THEREFORE, the parties hereto mutually agree that the original Contract dated July 8, 2024, is hereby modified and amended in the following respect, to wit:

**TERMS**

- 1. Section 2.0, of the Contract titled, “**Scope of work**” has been replaced in its entirety and attached hereto.
- 2. Section 4.0, of the Contract titled, “**Term**” is amended to read as follows.

The term of this Contract shall commence upon execution and shall terminate on June 30, 2026.

- 3. Section 5.0 has been amended to include the following subsection:

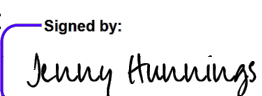
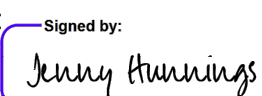
5.4 Contractor shall expend no more than forty percent (40%) of the contracted funds detailed in Section 5.1 prior to September 30 for each service category. If Contractor fails to comply with these limitations, DRCOG may in its sole discretion and in addition to any other remedies it may have, including termination of this Contract, require a corrective action plan and suspend payments under the Contract pursuant to Section B.43.

EXCEPT FOR the modifications and alterations hereinabove specified, the aforesaid Agreement shall remain in full force and effect and without further alteration.

IN WITNESS WHEREOF, the parties have executed this Agreement on the 10<sup>th</sup> 23 day of June, 20 25 and acknowledge that electronic or digital signatures hereto are the legally binding equivalent to handwritten signatures.



**DENVER REGIONAL COUNCIL  
OF GOVERNMENTS**

By:   
Douglas W. Rex  
Executive Director

ATTEST:   
By:   
Jenny Hunnings  
Director, Administration and Finance

**DOUGLAS COUNTY  
GOVERNMENT**

By:   
Abe Laydon  
Douglas County Commissioners

ATTEST:   
By:   
Hayley Hall  
Clerk to the Board

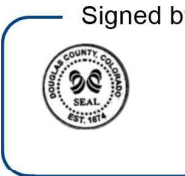


Exhibit A: Scope of Services

Agency Information

**Organization Name:** Douglas County Government

**Doing Business As:** Department of Community Development

**Address:** 100 Third Street Castle Rock, CO 80104

**Phone:** (303) 814-4302

**Unique Entity ID:** LXE5XEA44AH6

**Organization URL:**  
<https://www.douglas.co.us/>

**Agency Director:** George Teal

**Agency Director Phone:** (303) 660-7401

**Agency Director Email:**  
[BOCC@douglas.co.us](mailto:BOCC@douglas.co.us)

**Approved Indirect Rate w/Base:** NA

**Agency Description:**  
Douglas County's goal is quality of life for all citizens. This includes keeping people safe, ensuring access to resources and services, and supporting the most vulnerable County residents.

**Project Term Date:** July 1, 2025 – June 30, 2026

Primary Contact

**Primary Contact Name:** Jennifer D'Ambrosio

**Primary Contact Email:** jdambrosio@douglas.co.us

**Primary Contact Phone:** (303) 814-4302

Grant General Information

**Title of Proposal:** Douglas County OAA Funding Opportunity - 2025-2026

Purpose

The Denver Regional Council of Governments is contracting with the provider for the services identified in this scope of work. The scope of work is generated from the proposal submitted to DRCOG the notice of funding opportunity that was issued for Older Americans Act and State Funding for Senior Services funds. Contractor must adhere to the information contained within the proposal that was submitted and the detailed budgets provided in DRCOG's grant management system.

Total Project Budget

Revenue Source	Amount
Total Contracted Funds	\$704,422.00
Total Cash Match	\$88,094.00
Total In-kind Match	\$ 0.00

<b>Total State Part E Match</b>	\$ 0.00
<b>Total Estimated Program Income</b>	\$ 0.00
<b>Total Revenue (Less Program Income)</b>	<b>\$792,516.00</b>

## Appropriations

Service	Project Number	CFDA	Description	Amount
<b>Assisted Transportation</b>	624026	N/A	State	\$50,182.00
<b>Assisted Transportation</b>	554026	93.044	Federal Part B	\$249,518.00
<b>Chore</b>	624026	N/A	State	\$16,000.00
<b>Homemaker</b>	624026	N/A	State	\$201,972.00
<b>Personal Care</b>	624026	N/A	State	\$186,750.00

## Service: Assisted Transportation

### Service Description

This funding will allow Douglas County to continue to provide door-to-door, demand-response transportation services for vulnerable residents aged 60 and over. Sub-grantee agreements with community partners will be utilized to provide these transportation services.

Individuals seeking transit service may contact Douglas County First Call, the information and assistance line, or an established provider to plan and schedule trips. Trips are arranged based upon program requirements for qualification, originating location, physical mobility needs of the traveler, and travel destination. Those individuals with the greatest economic and social need are prioritized, as are medical visit trips.

### State Service Definition

Assistance and transportation, including escort, to a person who has difficulties (physical or cognitive) using regular vehicular transportation.

1 Unit = 1 One-Way Trip

## Service Budget

### Revenue

Funding Source	Amount
<b>Contracted Funds</b>	\$299,700.00
<b>Cash Match</b>	\$33,300.00
<b>In-kind Match</b>	\$0.00
<b>State Part E Match</b>	\$0.00
<b>Estimated Program Income</b>	\$0.00
<b>Total Revenue (Less Program Income)</b>	<b>\$333,000.00</b>

### Expenses

Expense Category	Amount
<b>Personnel</b>	\$0.00
<b>Travel</b>	\$0.00
<b>Equipment</b>	\$0.00
<b>Contractual Services</b>	\$333,000.00
<b>Supplies</b>	\$0.00

<b>Indirect</b>	<b>\$0.00</b>
<b>Other Expenses</b>	<b>\$0.00</b>
<b>Total Expenses</b>	<b>\$333,000.00</b>

## Contracted Units

<b>County</b>	<b>Units</b>
<b>Adams</b>	<b>0</b>
<b>Arapahoe</b>	<b>0</b>
<b>Broomfield</b>	<b>0</b>
<b>Clear Creek</b>	<b>0</b>
<b>Denver</b>	<b>0</b>
<b>Douglas</b>	<b>8,563</b>
<b>Gilpin</b>	<b>0</b>
<b>Jefferson</b>	<b>0</b>
<b>Total</b>	<b>8,563</b>

**Reimbursement Rate:** Actual Cost

## Contracted Clients

<b>County</b>	<b>Low Income</b>	<b>Low Income Minority</b>	<b>Minority</b>	<b>Rural</b>	<b>Total Clients</b>
<b>Adams</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Arapahoe</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Broomfield</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Clear Creek</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Denver</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Douglas</b>	<b>115</b>	<b>19</b>	<b>44</b>	<b>1</b>	<b>435</b>
<b>Gilpin</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Jefferson</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Total</b>	<b>115</b>	<b>19</b>	<b>44</b>	<b>1</b>	<b>435</b>

## Service: Chore

### Service Description

Douglas County will utilize a sub-grantee agreement and partner with a community partner to provide chore services to adults aged 60 and over. Chore services provide assistance performing certain household tasks, such as yard work and home repairs. Potential clients contact partner organizations to be enrolled to receive services. If the partner organization receives a referral from another source (ex. Douglas County Community Services, Human Services, a community partner organization such as a church, food bank), the contracted community-based provider reaches out to the potential client per the referral. The community-based service provider speaks with the potential client over the phone or conducts an in-person assessment of the client's eligibility and scope of work to ensure requests are assigned appropriately. Certain data to establish eligibility for OAA funded chore services collected, which includes the following information: demographic info, age, physical location and need. The potential client also receives information about other services for which they may be eligible, as well as a copy of the grievance procedure and a copy of the non-discrimination policies.

Depending on the service required, a volunteer or service worker(s) performs the task. Chore services, such as yard clean-up, are usually performed by groups.

## State Service Definition

Chore services are those services designed to increase the safety of older adults living at home such as assistance with heavy housework, yard work or sidewalk maintenance. Chore service activities are one-time, seasonal or occasional in nature, and shall be planned with input from the older adult based on an evaluation of the older adult's strengths and needs, and the degree of physical and/or cognitive impairment of the older adult.

1 Unit = 1 Hour

## Service Budget

### Revenue

Funding Source	Amount
Contracted Funds	\$16,000.00
Cash Match	\$1,778.00
In-kind Match	\$0.00
State Part E Match	\$0.00
Estimated Program Income	\$0.00
<b>Total Revenue (Less Program Income)</b>	<b>\$17,778.00</b>

### Expenses

Expense Category	Amount
Personnel	\$0.00
Travel	\$0.00
Equipment	\$0.00
Contractual Services	\$17,778.00
Supplies	\$0.00
Indirect	\$0.00
Other Expenses	\$0.00
<b>Total Expenses</b>	<b>\$17,778.00</b>

## Contracted Units

County	Units
Adams	0
Arapahoe	0
Broomfield	0
Clear Creek	0
Denver	0
Douglas	534
Gilpin	0
Jefferson	0
<b>Total</b>	<b>534</b>

**Reimbursement Rate:** Actual Cost

## Contracted Clients

County	Low Income	Low Income Minority	Minority	Rural	Total Clients
Adams	0	0	0	0	0
Arapahoe	0	0	0	0	0
Broomfield	0	0	0	0	0
Clear Creek	0	0	0	0	0
Denver	0	0	0	0	0
Douglas	8	2	5	0	47
Gilpin	0	0	0	0	0
Jefferson	0	0	0	0	0
<b>Total</b>	<b>8</b>	<b>2</b>	<b>5</b>	<b>0</b>	<b>47</b>

## Service: Homemaker

### Service Description

Douglas County will utilize community partner organizations to provide services through use of sub-grantee agreements. Homemaker services provide light housekeeping services to eligible clients. Potential clients contact partner organizations to be enrolled in order to receive services. If the partner organization receives a referral from another source (ex. Douglas County Community Services, Human Services, a community partner organization such as a church, food bank), the contracted community-based provider reaches out to the potential client per the referral. The community-based service provider speaks with the potential client over the phone or conducts an in-person assessment of the client's eligibility and scope of work to ensure requests are assigned appropriately. Certain data to establish eligibility for OAA funded homemaker services is collected, which includes the following information: demographic info, age, physical location and need. The potential client also receives information about other services for which they may be eligible, as well as a copy of the grievance procedure and a copy of the non-discrimination policies. A volunteer or paid service worker performs the homemaker services, working closely with the client to ensure their homemaker needs are met.

### State Service Definition

Assistance to persons who meet the eligibility requirements for in-home services and who are unable to perform two or more of the following instrumental activities of daily living: preparing meals, laundry, shopping for personal items, managing money, using the telephone, or doing light housework.

1 Unit = 1 Hour

## Service Budget

### Revenue

Funding Source	Amount
Contracted Funds	\$201,972.00
Cash Match	\$32,266.00
In-kind Match	\$0.00
State Part E Match	\$0.00
Estimated Program Income	\$0.00
<b>Total Revenue (Less Program Income)</b>	<b>\$234,238.00</b>

## Expenses

Expense Category	Amount
Personnel	\$0.00
Travel	\$0.00
Equipment	\$0.00
Contractual Services	\$234,238.00
Supplies	\$0.00
Indirect	\$0.00
Other Expenses	\$0.00
<b>Total Expenses</b>	<b>\$234,238.00</b>

## Contracted Units

County	Units
Adams	0
Arapahoe	0
Broomfield	0
Clear Creek	0
Denver	0
Douglas	5,449
Gilpin	0
Jefferson	0
<b>Total</b>	<b>5,449</b>

Reimbursement Rate: \$ 37.07

## Contracted Clients

County	Low Income	Low Income Minority	Minority	Rural	Total Clients
Adams	0	0	0	0	0
Arapahoe	0	0	0	0	0
Broomfield	0	0	0	0	0
Clear Creek	0	0	0	0	0
Denver	0	0	0	0	0
Douglas	63	11	26	0	253
Gilpin	0	0	0	0	0
Jefferson	0	0	0	0	0
<b>Total</b>	<b>63</b>	<b>11</b>	<b>26</b>	<b>0</b>	<b>253</b>

## Service: Personal Care

### Service Description

Douglas County will utilize a sub-grantee agreement with a community partner organization to provide services in the community.

Personal care services aid with bathing, dressing, walking and medication reminders. Potential clients contact the partner organization providing personal care to be enrolled to receive services. If the partner organization receives a referral from another source, the contracted community-based provider will reach out to the potential client to schedule an intake appointment. An intake specialist, whose primary function is to identify seniors who need care, completes a screening to identify if the individual meets OAA funded personal care



requirements and to identify if the individual is one with great economic or social need. The intake specialist makes the potential client aware of the grant-funded care and requests the opportunity to perform an in-home visit.

The in-home consultations are performed by care consultants, employees dedicated to performing in-home assessments. During these face-to-face visits, these specialists work to identify what care is needed, how much care will be given and when it will need to be performed. The specifics of the grant are discussed, and the potential client also receives information about other services for which they may be eligible. A copy of the grievance procedure and a copy of the non-discrimination policies is provided at this time. Grant dollars are prioritized so that the funds go to assist those seniors most disadvantaged and at-risk

## State Service Definition

Assistance (Personal assistance, stand-by assistance, supervision or cues) with Activities of Daily Living (ADLs) and/or health-related tasks provided in a person's home and possibly other community settings. Personal care may include assistance with Instrumental Activities of Daily Living (IADLs) for persons who meet the requirements for in-home services.

1 Unit = 1 Hour

## Service Budget

### Revenue

Funding Source	Amount
Contracted Funds	\$186,750.00
Cash Match	\$20,750.00
In-kind Match	\$0.00
State Part E Match	\$0.00
Estimated Program Income	\$0.00
<b>Total Revenue (Less Program Income)</b>	<b>\$207,500.00</b>

### Expenses

Expense Category	Amount
Personnel	\$0.00
Travel	\$0.00
Equipment	\$0.00
Contractual Services	\$207,500.00
Supplies	\$0.00
Indirect	\$0.00
Other Expenses	\$0.00
<b>Total Expenses</b>	<b>\$207,500.00</b>

## Contracted Units

County	Units
Adams	0
Arapahoe	0
Broomfield	0
Clear Creek	0
Denver	0
Douglas	4,961
Gilpin	0

<b>Jefferson</b>	0
<b>Total</b>	<b>4,961</b>


**Reimbursement Rate: \$ 37.65**

## Contracted Clients

<b>County</b>	<b>Low Income</b>	<b>Low Income Minority</b>	<b>Minority</b>	<b>Rural</b>	<b>Total Clients</b>
<b>Adams</b>	0	0	0	0	0
<b>Arapahoe</b>	0	0	0	0	0
<b>Broomfield</b>	0	0	0	0	0
<b>Clear Creek</b>	0	0	0	0	0
<b>Denver</b>	0	0	0	0	0
<b>Douglas</b>	6	1	4	0	26
<b>Gilpin</b>	0	0	0	0	0
<b>Jefferson</b>	0	0	0	0	0
<b>Total</b>	6	1	4	0	26

## Non-Compensated Services

<b>Services</b>	<b>Units</b>
<b>Information and Assistance</b>	50
<b>Outreach</b>	520
<b>Nutrition Education</b>	0
<b>Nutrition Counseling</b>	0

GL – 13		AI	CERTIFICATE OF INSURANCE			6/13/2025	
<b>PRODUCER</b>  <b>ALLIANT INSURANCE SERVICES. INC.</b> <b>18100 VON KARMAN AVENUE, 10<sup>TH</sup> FLOOR</b> <b>IRVINE, CA 92612</b>  PHONE (949) 756-0271 / FAX (619) 699-0901 LICENSE #0C36861			THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.				
			IMPORTANT: If the certificate holder is an ADDITIONAL INSURED and/or requesting a WAIVER OF SUBROGATION, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).				
			COVERAGE AFFORDED <b>A- StarStone Specialty Insurance Company</b>				
<b>Member:</b> DOUGLAS COUNTY, CO 100 THIRD STREET CASTLE ROCK, CO 80104			COVERAGE AFFORDED <b>B</b>				
			COVERAGE AFFORDED <b>C</b>				
			COVERAGE AFFORDED <b>D</b>				
<b>Coverages</b> THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.							
CO LTR	TYPE OF COVERAGE		POLICY NUMBER	COVERAGE EFFECTIVE DATE	COVERAGE EXPIRATION DATE	LIABILITY LIMITS	
A	<input checked="" type="checkbox"/>	General Liability per occurrence/aggregate	PNEICS00016-25-00	01/01/2025	01/01/2026	\$1,000,000	
	<input checked="" type="checkbox"/>	Auto Liability per occurrence				\$1,000,000	
Limits excess of Member's SIR of \$500,000 per occurrence							
Description of Operations/Locations/Vehicles/Special Items:  AS RESPECTS CONTRACT BETWEEN DOUGLAS COUNTY AND DENVER REGIONAL COUNCIL OF GOVERNMENTS FOR THE DOUGLAS COUNTY OAA FUNDING OPPORTUNITY (2024-2025), PROJECT NUMBER 624025.  DENVER REGIONAL COUNCIL OF GOVERNMENTS IS INCLUDED AS ADDITIONAL INSURED, BUT ONLY INSOFAR AS THE OPERATIONS UNDER THIS CONTRACT ARE CONCERNED.							
<b>Certificate Holder</b>  DENVER REGIONAL COUNCIL OF GOVERNMENTS ATTN: CONTRACTS 1001 17TH STREET, SUITE 700 DENVER, CO 80202				<b>Cancellation</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.			
				AUTHORIZED REPRESENTATIVE 			

**CONTRACT BY AND BETWEEN THE**

**DENVER REGIONAL COUNCIL OF GOVERNMENTS**

1001 17<sup>th</sup> Street, Suite 700  
Denver, Colorado 80202  
("DRCOG")

and

**DOUGLAS COUNTY GOVERNMENT**

100 Third Street  
Castle Rock, Colorado 80104  
("CONTRACTOR")

for

**Douglas County OAA Funding Opportunity – 2024-2025**  
("Contract")

**Project Number 624025**

**Contract Number EX24015**

**RECITALS:**

- A. DRCOG is the recipient of grant funds under Title III of the Older Americans Act (OAA), the State of Colorado (State) Funding for Senior Services (SFSS), and the American Rescue Plan Act Funding (ARPA).
- B. DRCOG desires Contractor to render certain services hereinafter described in connection with an undertaking which is expected to be financed under the OAA, SFSS and/or ARPA.
- C. The Contractor agrees to comply with all relevant provisions of the Contract between DRCOG and the State for OAA/SFSS/ARPA, incorporated herein by reference and made a part of this Contract, as if fully set forth, in the monitoring and administration of this Contract.

NOW THEREFORE, the parties hereto mutually agree as follows:

**1.0 SELECTION OF CONTRACTOR**

DRCOG hereby selects the Contractor, and the Contractor hereby agrees to perform the services hereinafter set forth in connection with the project of DRCOG under the OAA, SFSS, and/or ARPA.

**2.0 SCOPE OF WORK**

The Contractor shall do, perform, and carry out, in a satisfactory manner, as determined by DRCOG, all work elements described in the Contractor's Proposal submitted for funding (as approved and as may be amended, from time to time, by DRCOG) which is herein incorporated by reference and made a part of this Contract and which is summarized in Exhibit A, Scope of Work, of this Contract. The Contractor will administer services funded under this Contract in accordance with the Older Americans Act; all applicable provisions of the Colorado Revised

Statutes; 12 CCR 2510-1, Older Americans Act Programs (Rule Manual Volume 10); Colorado Department of Human Services, Division of Aging and Adult Services, State Unit on Aging (SUA) Policy and Procedures Manual; and the DRCOG Contract Management Manual, as from time to time may be amended.

### **3.0 ADMINISTRATIVE REQUIREMENTS**

In performance of its obligations under this Contract, Contractor shall comply with all applicable provisions of 45 CFR, Part 74 and 45 CFR, Part 92 regarding uniform requirements for the administration of Department of Health and Human Services (HHS) grants and principles for determining costs applicable to activities assisted by HHS grants. Contractor is subject to all provisions of DRCOG's contract with CDHS (see Section 18B of the State contract). In addition, Contractor must also comply with the State Unit on Aging Policy and Procedure Manual, as may be amended.

### **4.0 TIME OF PERFORMANCE**

Services of the Contractor shall commence upon Contract execution or July 1, 2024 whichever comes later. Services shall be undertaken in such sequence as to assure completion of all services required hereunder by June 30, 2025. Funding levels shall be awarded annually, and funding of this Contract is conditioned upon funds being made available to DRCOG for such purposes.

#### **Services cannot commence prior to an executed contract.**

After the initial term, at DRCOG's discretion, this contract may be extended for two (2) additional one-year terms. Services eligible for the extension are determined annually by DRCOG. If eligible, Contractor shall receive notice from DRCOG no later than January 31 of the then current year. Contractor shall submit to DRCOG a proposal including but not limited to, a detailed budget (outlining administrative, travel, equipment, contractual services, staff training/education and indirect costs), the number of units of services proposed to be provided (both compensated and non-compensated), the proposed unduplicated clients to be served, proposed matching funds (cash and in-kind), and anticipated program income by 5:00 P.M. on March 1 of the then current year,. The scope of compensated services proposed shall not change without DRCOG's written permission. Contract amounts for the additional terms may vary according to the level of available funds.

### **5.0 PAYMENT TERMS**

#### **5.1 Maximum Amount**

DRCOG agrees to reimburse the Contractor for allowable project expenses up to but not exceeding the sum of **\$704,422.00** in **OAA, SFSS, and/or ARPA** funds and based on the cumulative number of service units delivered after applying program income. The total **OAA, SFSS, and/or ARPA** dollars, contracted units of service, and cost reimbursement rate are outlined in Exhibit A, Scope of Services attached hereto.

## **5.2 Other Contributions**

Contractor cash match, Contractor in-kind services, Contractor program income/client contributions, and State cash match contributions, if applicable, are also outlined in Exhibit A, Scope of Services attached hereto.

## **5.3 In-Kind Contributions**

Valuation of in-kind contributions shall show how the contribution was computed and must be incorporated into the Contractor's accounting records. Supplies, volunteer services and other contributions shall be valued as described under 45 CFR, Part 74, Subpart C.

## **6.0 HHS GRANT**

It is agreed by the above parties that should the HHS or the State disapprove this Contract or refuse or fail to make the grant to DRCOG as contemplated by this Contract, then this Contract shall be void and shall not be binding on any parties hereto. Unearned payments under this Contract may be suspended or terminated in the event that the Contractor refuses to accept additional terms or conditions to this Contract that may be imposed by HHS, the State or DRCOG after the effective date of this Contract.

## **7.0 CHANGES**

Except as may be expressly provided in this Contract, including its Exhibits and Attachments, any changes, including, without limitation, any increase in the amount of this Contract, changes in the scope of services, or service unit reimbursement rate which are mutually agreed upon by and between DRCOG and the Contractor, shall be incorporated in a written amendment to this Contract.

## **8.0 DEBARMENT, SUSPENSION**

By signing this Agreement, the Contractor represents that its organization and its principals and employees are not suspended, debarred, excluded from participation, declared ineligible, voluntarily excluded, or otherwise ineligible to participate in a "federal health care program" as defined in 42 U.S.C. § 1320a-7b(f) or in any other government payment program by any federal or State of Colorado department. If Contractor, its principals, employees or agents become ineligible to participate in any such program during the term of this Contract, Contractor shall notify DRCOG in writing within three (3) days after such event. Upon the occurrence of such event, whether or not such notice is given to Contractor, the State may immediately terminate this Contract.

## **9.0 CORA DISCLOSURE**

To the extent not prohibited by federal or state law, this Contract and the Work are subject to public release through the Colorado Open Records Act, CRS § 24-72-200.1, *et seq.*, as may be updated from time to time.

## 10.0 COLORADO LAW FOR PERSONS WITH DISABILITIES

To the full extent possible, Contractor shall comply with and the Work Product provided under this Contract shall be in compliance with all applicable provisions of §§24-85-101, et seq., C.R.S., and the Accessibility Standards for Individuals with a Disability, as established by OIT pursuant to Section §24-85-103 (2.5), C.R.S. Contractor shall also comply with all State of Colorado technology standards related to technology accessibility and with Level A and Level AA of the most current version of the Web Content Accessibility Guidelines (WCAG), incorporated in the State of Colorado technology standards.

The State may require Contractor's compliance to the State's Accessibility Standards to be determined by a third party selected by the State to attest to Contractor's Work Product and software is in compliance with §§24-85-101, et seq., C.R.S., and the Accessibility Standards for Individuals with a Disability as established by OIT pursuant to Section §24-85-103 (2.5), C.R.S.

## 11.0 TERMS AND CONDITIONS

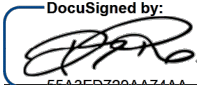
The parties agree that this Contract is also subject to the provisions set forth in the Exhibits and Attachments of this Contract, attached hereto and incorporated herein.

## 12.0 AUTHORITY

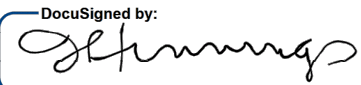
The undersigned signatories of Contractor represent that they have been duly authorized to execute this Agreement and have full power and authority to bind Contractor to the terms and conditions hereof, and certify that their signatures below, whether handwritten, electronic, or digital or submitted by facsimile or electronic mail are their own. Contractor further understands and agrees that no further certification authority or third-party verification is necessary to validate any signature hereto and that the lack of such certification or verification will not in any way affect the enforceability of the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Contract on the 8<sup>th</sup> day of July, 2024 and acknowledge that the signatures hereon, whether handwritten, typed, electronic, or digital or submitted by facsimile or electronic mail, are sufficient and legally binding.

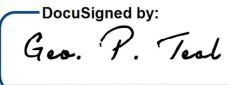
### DENVER REGIONAL COUNCIL OF GOVERNMENTS

By:   
DocuSigned by:  
55A9FD729AA74AA...  
 Douglas W. Rex  
 Executive Director


ATTEST:

By:   
DocuSigned by:  
AE7410FA1B8B44E...  
 Jenny Hunnings  
 Director, Administration and Finance

### DOUGLAS COUNTY GOVERNMENT

By:   
DocuSigned by:  
E5C1B34592431266...  
 Geo. P. Teal  
 Commissioner, District II

ATTEST:

By:   
DocuSigned by:  
100E9E33F08249B...  
 Hayley Hall  
 Clerk to the Board


  
DocuSigned by:

EXHIBIT A: SCOPE OF WORK

The Contractor shall perform all the necessary services provided under this Contract for eligible residents of the jurisdiction(s) listed in the Contractor’s Proposal as approved by DRCOG.

Prior written approval from DRCOG is required if the number of units of service in any service category listed in this exhibit is more than ten percent (10 %) lower than listed. This provision shall not alter the maximum funding set forth in Section 5.1.

Agency Information

**Organization Name:** Douglas County Government  
**Doing Business As:** Department of Community Development  
**Address:** 100 Third Street Castle Rock, CO 80104  
**Phone:** (303) 814-4302  
**Unique Entity ID:** LXE5XEA44AH6

**Organization URL:** <https://www.douglas.co.us/>  
**Agency Director:** Lora L Thomas  
**Agency Director Phone:** (303) 660-7401  
**Agency Director Email:** [BOCC@douglas.co.us](mailto:BOCC@douglas.co.us)  
**Approved Indirect Rate w/Base:** N/A

Agency Description:

Douglas County's goal is quality of life for all citizens. This includes keeping people safe, ensuring access to resources and services, and supporting the most vulnerable County residents.

**Project Term Date:** July 1, 2024 – June 30, 2025

Primary Contact

**Primary Contact Name:** Jennifer D'Ambrosio  
**Primary Contact Email:** [jdambrosio@douglas.co.us](mailto:jdambrosio@douglas.co.us)  
**Primary Contact Phone:** (303) 814-4302

Grant General Information

**Title of Proposal:** Douglas County OAA Funding Opportunity - 2024-2025

Purpose

The Denver Regional Council of Governments is contracting with the provider for the services identified in this scope of work. The scope of work is generated from the proposal submitted to DRCOG the notice of funding opportunity that was issued for Older Americans Act and State Funding for Senior Services funds. Contractor must adhere to the information contained within the proposal that was submitted and the detailed budgets provided in DRCOG’s grant management system.

Total Project Budget

Revenue Source	Amount
Total Contracted Funds	\$704,422.00
Total Cash Match	\$88,094.00
Total In-kind Match	\$ 0.00
Total State Part E Match	\$ 0.00



<b>Total Estimated Program Income</b>	<b>\$ 0.00</b>
<b>Total Revenue (Less Program Income)</b>	<b>\$792,516.00</b>

**Appropriations**

<b>Service</b>	<b>Project Number</b>	<b>CFDA</b>	<b>Description</b>	<b>Amount</b>
<b>Assisted Transportation</b>	624025	N/A	State	\$299,700.00
<b>Chore</b>	624025	N/A	State	\$16,000.00
<b>Homemaker</b>	624025	N/A	State	\$201,972.00
<b>Personal Care</b>	624025	N/A	State	\$186,750.00

**Service: Assisted Transportation****Service Description**

This funding will allow Douglas County to continue to provide door-to-door, demand-response transportation services for vulnerable residents aged 60 and over. Sub-grantee agreements with community partners will be utilized to provide these transportation services.

Individuals seeking transit service may contact Douglas County First Call, the information and assistance line, or an established provider to plan and schedule trips. Trips are arranged based upon program requirements for qualification, originating location, physical mobility needs of the traveler, and travel destination. Those individuals with the greatest economic and social need are prioritized, as are medical visit trips.

**State Service Definition**

Assistance and transportation, including escort, to a person who has difficulties (physical or cognitive) using regular vehicular transportation.

1 Unit = 1 One-Way Trip

**Service Budget****Revenue**

<b>Funding Source</b>	<b>Amount</b>
<b>Contracted Funds</b>	\$299,700.00
<b>Cash Match</b>	\$33,300.00
<b>In-kind Match</b>	\$0.00
<b>State Part E Match</b>	\$0.00
<b>Estimated Program Income</b>	\$0.00
<b>Total Revenue (Less Program Income)</b>	<b>\$333,000.00</b>

**Expenses**

<b>Expense Category</b>	<b>Amount</b>
<b>Personnel</b>	0
<b>Travel</b>	0
<b>Equipment</b>	0
<b>Contractual Services</b>	\$333,000.00
<b>Supplies</b>	0
<b>Indirect</b>	0
<b>Other Expenses</b>	0
<b>Total Expenses</b>	<b>\$333,000.00</b>

**Contracted Units**

<b>County</b>	<b>Units</b>
<b>Adams</b>	0
<b>Arapahoe</b>	0

<b>Broomfield</b>	0
<b>Clear Creek</b>	0
<b>Denver</b>	0
<b>Douglas</b>	8,563
<b>Gilpin</b>	0
<b>Jefferson</b>	0
<b>Total</b>	8,563

**Reimbursement Rate: Actual Cost****Contracted Clients**

<b>County</b>	<b>Low Income</b>	<b>Low Income Minority</b>	<b>Minority</b>	<b>Rural</b>	<b>Total Clients</b>
<b>Adams</b>	0	0	0	0	0
<b>Arapahoe</b>	0	0	0	0	0
<b>Broomfield</b>	0	0	0	0	0
<b>Clear Creek</b>	0	0	0	0	0
<b>Denver</b>	0	0	0	0	0
<b>Douglas</b>	271	29	43	15	1,406
<b>Gilpin</b>	0	0	0	0	0
<b>Jefferson</b>	0	0	0	0	0
<b>Total</b>	271	29	43	15	1,406

**Service: Chore****Service Description**

Douglas County will utilize a sub-grantee agreement and partner with a community partner to provide chore services to adults aged 60 and over. Chore services provide assistance performing certain household tasks, such as yard work and home repairs. Potential clients contact partner organizations to be enrolled to receive services. If the partner organization receives a referral from another source (ex. Douglas County Community Services, Human Services, a community partner organization such as a church, food bank), the contracted community-based provider reaches out to the potential client per the referral. The community-based service provider speaks with the potential client over the phone or conducts an in-person assessment of the client's eligibility and scope of work to ensure requests are assigned appropriately. Certain data to establish eligibility for OAA funded chore serves is collected, which includes the following information: demographic info, age, physical location and need. The potential client also receives information about other services for which they may be eligible, as well as a copy of the grievance procedure and a copy of the non-discrimination policies. Depending on the service required, a volunteer or service worker(s) performs the task. Chore services, such as yard clean-up, are usually performed by groups.

**State Service Definition**

Chore services are those services designed to increase the safety of older adults living at home such as assistance with heavy housework, yard work or sidewalk maintenance. Chore service activities are one-time, seasonal or occasional in nature, and shall be planned with input from the older adult based on an evaluation of the older adult's strengths and needs, and the degree of physical and/or cognitive impairment of the older adult.

1 Unit = 1 Hour

**Service Budget****Revenue**

<b>Funding Source</b>	<b>Amount</b>
<b>Contracted Funds</b>	\$16,000.00
<b>Cash Match</b>	\$1,778.00
<b>In-kind Match</b>	\$0.00
<b>State Part E Match</b>	\$0.00
<b>Estimated Program Income</b>	\$0.00
<b>Total Revenue (Less Program Income)</b>	\$17,778.00

**Expenses**

<b>Expense Category</b>	<b>Amount</b>
<b>Personnel</b>	0
<b>Travel</b>	0
<b>Equipment</b>	0
<b>Contractual Services</b>	\$17,778.00
<b>Supplies</b>	0
<b>Indirect</b>	0
<b>Other Expenses</b>	0
<b>Total Expenses</b>	\$17,778.00

**Contracted Units**

<b>County</b>	<b>Units</b>
<b>Adams</b>	0
<b>Arapahoe</b>	0
<b>Broomfield</b>	0
<b>Clear Creek</b>	0
<b>Denver</b>	0
<b>Douglas</b>	534
<b>Gilpin</b>	0
<b>Jefferson</b>	0
<b>Total</b>	534

**Reimbursement Rate: \$29.97****Contracted Clients**

<b>County</b>	<b>Low Income</b>	<b>Low Income Minority</b>	<b>Minority</b>	<b>Rural</b>	<b>Total Clients</b>
<b>Adams</b>	0	0	0	0	0
<b>Arapahoe</b>	0	0	0	0	0
<b>Broomfield</b>	0	0	0	0	0
<b>Clear Creek</b>	0	0	0	0	0
<b>Denver</b>	0	0	0	0	0
<b>Douglas</b>	10	1	2	3	72
<b>Gilpin</b>	0	0	0	0	0
<b>Jefferson</b>	0	0	0	0	0
<b>Total</b>	10	1	2	3	72

**Service: Homemaker****Service Description**

Douglas County will utilize community partner organizations to provide services through use of sub-grantee agreements. Homemaker services provide light housekeeping services to eligible clients. Potential clients contact partner organizations to be enrolled in order to receive services. If the partner organization receives a referral from another source (ex. Douglas County Community Services, Human Services, a community partner organization such as a church, food bank), the contracted community-based provider reaches out to the potential client per the referral. The community-based service provider speaks with the potential client over the phone or conducts an in-person assessment of the client's eligibility and scope of work to ensure requests are assigned appropriately. Certain data to establish eligibility for OAA funded homemaker services is collected, which includes the following information: demographic info, age, physical location and need. The potential client also receives information about other services for which they may be eligible, as well as a copy of the grievance procedure and a copy of the non-discrimination policies. A volunteer or paid service worker performs the homemaker services, working closely with the client to ensure their homemaker needs are met.

**State Service Definition**

Assistance to persons who meet the eligibility requirements for in-home services and who are unable to perform two or more of the following instrumental activities of daily living: preparing meals, laundry, shopping for personal items, managing money, using the telephone, or doing light housework.

1 Unit = 1 Hour

**Service Budget****Revenue**

<b>Funding Source</b>	<b>Amount</b>
<b>Contracted Funds</b>	\$201,972.00
<b>Cash Match</b>	\$32,266.00
<b>In-kind Match</b>	\$0.00
<b>State Part E Match</b>	\$0.00
<b>Estimated Program Income</b>	\$0.00
<b>Total Revenue (Less Program Income)</b>	\$234,238.00

**Expenses**

<b>Expense Category</b>	<b>Amount</b>
<b>Personnel</b>	0
<b>Travel</b>	0
<b>Equipment</b>	0
<b>Contractual Services</b>	\$234,238.00
<b>Supplies</b>	0
<b>Indirect</b>	0
<b>Other Expenses</b>	0
<b>Total Expenses</b>	\$234,238.00

**Contracted Units**

<b>County</b>	<b>Units</b>
<b>Adams</b>	0
<b>Arapahoe</b>	0
<b>Broomfield</b>	0
<b>Clear Creek</b>	0

<b>Denver</b>	0
<b>Douglas</b>	6,026
<b>Gilpin</b>	0
<b>Jefferson</b>	0
<b>Total</b>	6,026

**Reimbursement Rate:** \$ 33.52

#### **Contracted Clients**

<b>County</b>	<b>Low Income</b>	<b>Low Income Minority</b>	<b>Minority</b>	<b>Rural</b>	<b>Total Clients</b>
<b>Adams</b>	0	0	0	0	0
<b>Arapahoe</b>	0	0	0	0	0
<b>Broomfield</b>	0	0	0	0	0
<b>Clear Creek</b>	0	0	0	0	0
<b>Denver</b>	0	0	0	0	0
<b>Douglas</b>	191	21	44	186	1,151
<b>Gilpin</b>	0	0	0	0	0
<b>Jefferson</b>	0	0	0	0	0
<b>Total</b>	191	21	44	186	1,151

#### **Service: Personal Care**

##### **Service Description**

Douglas County will utilize a sub-grantee agreement with a community partner organization to provide services in the community.

Personal care services aid with bathing, dressing, walking and medication reminders. Potential clients contact the partner organization providing personal care to be enrolled to receive services. If the partner organization receives a referral from another source, the contracted community-based provider will reach out to the potential client to schedule an intake appointment. An intake specialist, whose primary function is to identify seniors who need care, completes a screening to identify if the individual meets OAA funded personal care requirements and to identify if the individual is one with great economic or social need. The intake specialist makes the potential client aware of the grant-funded care and requests the opportunity to perform an in-home visit.

The in-home consultations are performed by care consultants, employees dedicated to performing in-home assessments. During these face-to-face visits, these specialists work to identify what care is needed, how much care will be given and when it will need to be performed. The specifics of the grant are discussed and the potential client also receives information about other services for which they may be eligible. A copy of the grievance procedure and a copy of the non-discrimination policies is provided at this time. Grant dollars are prioritized so that the funds go to assist those seniors most disadvantaged and at-risk.

##### **State Service Definition**

Assistance (Personal assistance, stand-by assistance, supervision or cues) with Activities of Daily Living (ADLs) and/or health-related tasks provided in a person's home and possibly other community settings. Personal care may include assistance with Instrumental Activities of Daily Living (IADLs) for persons who meet the requirements for in-home services.

1 Unit = 1 Hour

**Service Budget****Revenue**

<b>Funding Source</b>	<b>Amount</b>
<b>Contracted Funds</b>	\$186,750.00
<b>Cash Match</b>	\$20,750.00
<b>In-kind Match</b>	\$0.00
<b>State Part E Match</b>	\$0.00
<b>Estimated Program Income</b>	\$0.00
<b>Total Revenue (Less Program Income)</b>	\$207,500.00

**Expenses**

<b>Expense Category</b>	<b>Amount</b>
<b>Personnel</b>	0
<b>Travel</b>	0
<b>Equipment</b>	0
<b>Contractual Services</b>	\$207,500.00
<b>Supplies</b>	0
<b>Indirect</b>	0
<b>Other Expenses</b>	0
<b>Total Expenses</b>	\$207,500.00

**Contracted Units**

<b>County</b>	<b>Units</b>
<b>Adams</b>	0
<b>Arapahoe</b>	0
<b>Broomfield</b>	0
<b>Clear Creek</b>	0
<b>Denver</b>	0
<b>Douglas</b>	4,150
<b>Gilpin</b>	0
<b>Jefferson</b>	0
<b>Total</b>	4,150

Reimbursement Rate: \$ 45.00

**Contracted Clients**

<b>County</b>	<b>Low Income</b>	<b>Low Income Minority</b>	<b>Minority</b>	<b>Rural</b>	<b>Total Clients</b>
<b>Adams</b>	0	0	0	0	0
<b>Arapahoe</b>	0	0	0	0	0
<b>Broomfield</b>	0	0	0	0	0
<b>Clear Creek</b>	0	0	0	0	0
<b>Denver</b>	0	0	0	0	0
<b>Douglas</b>	16	3	7	2	152
<b>Gilpin</b>	0	0	0	0	0
<b>Jefferson</b>	0	0	0	0	0
<b>Total</b>	16	3	7	2	152

**Non-Compensated Services**

<b>Services</b>	<b>Units</b>
<b>Information and Assistance</b>	120
<b>Outreach</b>	520
<b>Nutrition Education</b>	0
<b>Nutrition Counseling</b>	0

## **EXHIBIT B: TERMS AND CONDITIONS**

The following supplemental terms and conditions apply to the Contract herein and take precedence over any conflicting language within the Contract.

### **1. Personnel.**

The Contractor represents that it has, or will secure at its own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with DRCOG.

### **2. Employment Eligibility Verification (Federal requirement).**

If this Contract includes an award of Federal funds of more than \$3,000, Contractor must also comply with the E-Verify Federal Contractor Rule set forth in Exhibit H, attached hereto and incorporated herein by reference, which requires the Contractor to use the E-Verify program to verify the employment eligibility of all employees assigned to the Contract and all new hires. If Contractor uses one or more subcontractors to provide services under the Contract, Contractor shall include the language set forth in Exhibit H in any subcontract that is: (1) for commercial or noncommercial services or construction; (2) has a value of more than \$3,000; and (3) includes work performed in the United States. Contractors who are State or local governments, institutions of higher education, or governments of a Federally recognized Indian tribe are not exempt from these requirements; however, such entities may choose to verify only those employees who are assigned to the Contract, whether existing employees or new hires, as further detailed in Exhibit H.

### **3. Qualifications.**

All of the services required hereunder will be performed by the Contractor or under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized under State and local law to perform such services.

### **4. Background Check; Driver's License.**

Contractor shall ensure that prior to delivery of services, a records check through the Colorado Bureau of Investigations (CBI) or another background check system that provides information at the same level of detail or higher than the CBI records check, shall be conducted for all employees, volunteers, and contractors of Contractor providing services delivered via one-to-one contact or as specified in the SUA Policy and Procedure Manual, Subsection 401.15. Contractor shall ensure that appropriate follow-up of the background check is completed according to the SUA Policy and Procedure Manual, Subsection 401.15, and shall ensure that its employees, volunteers, and contractors are in compliance with the restrictions of said Subsection. Effective January 1, 2019, Contractor shall comply with the requirements outlined in SUA Policy and Procedure Manual Subsection 401.16 and the correlated DRCOG policy in which it is stipulated that a Colorado Adult Protective Services (CAPS) background check is conducted prior to hiring or contracting with a new employee who will provide direct care to an at-risk adult. Employees, volunteers, or contractors responsible for transporting consumers shall have a valid Colorado driver's license and shall not have any alcohol related offenses in the past three years, or two or more convictions or chargeable accidents within the past two years.

### **5. Sub-grant or Subcontract.**

None of the work or services covered by this Contract shall be sub-granted or subcontracted to any other party except for those listed on Exhibit E (*without the prior written approval of*



DRCOG). Failure to obtain DRCOG's prior approval of any additional sub-grantors or subcontractors shall result in the disallowance of reimbursements for any services provided by sub-grantor or subcontractors not previously approved. Contractor shall verify that all sub-grantees and subcontractors have not been excluded or disqualified pursuant to 2 CFR Part 376 prior to submitting such sub-grantees or subcontractors to DRCOG for approval and shall certify that the proposed sub-grantees and subcontractors are neither excluded nor disqualified by a Federal agency. Any approval by DRCOG of a sub-grantee or subcontractor shall be effective only through the current contract fiscal year and subject to the continuing requirement of non-exclusion or non-disqualification pursuant to 2 CFR Part 376. It shall be Contractor's responsibility to submit verification of such non-exclusion or non-disqualification upon request. See also section 8.0 herein.

#### **6. Licensure.**

Where the State or local public jurisdictions require licensure for the provision of social services provided hereunder, the Contractor shall be licensed and shall meet all requirements of licensure. Contractor shall provide DRCOG notice of any action to revoke or suspend any such licenses as well as any actual suspension or revocation of any licenses within 48 hours of Contractor receiving notice.

#### **7. Contractor Training.**

Contractor shall complete mandatory training through DRCOG at least biannually (or more often if deemed appropriate by DRCOG) regarding contract management of this Contract.

#### **8. Monitoring and Reporting Program Performance.**

The activities of Contractor in providing the services set forth under this Contract shall be monitored by DRCOG in accordance with the applicable provisions of 45 CFR Part 74 and 45 CFR Part 92, other applicable Federal regulations, and this Contract. DRCOG will monitor all activities of Contractor supported by this Contract to assure that the services being performed are consistent with the Contract and applicable Federal and State regulations. Contractor acknowledges that disclosure of protected health information to DRCOG is permitted pursuant to Federal law.

#### **9. Performance Management.**

Contractor shall meet or exceed applicable Performance Measures and Contract Performance Measures as outlined in the State Contract with DRCOG. Contractor acknowledges that such performance measures shall evolve to meet the objective of measuring key performance outcome indicators for the work of the Contractor. DRCOG may, at its discretion, require periodic progress reports from the Contractor describing the current status of the service program or project. Notwithstanding, Contractor shall promptly notify DRCOG of any issues or concerns that may materially impact contract performance.

#### **10. Monthly Data Entry.**

The Federal Administration on Community Living requires certain Older Americans Act data to be reported in the Older Americans Act Performance System (OAAPS). To assist in the data collection for NAPIS, the State requires all Contractors to report services provided in the State software system as designated and assigned by the State. The State software system is currently the State Unit Data System, also referred to as SUDS. System training is available each year and is mandatory for all of Contractor's staff who have been granted access to the State's software system. Contractor shall enter the previous month's service data into the State software system **no later than the fifteenth of the following month**. If the fifteenth of the month falls on a holiday or weekend, then entering of all data shall be due the business day

prior to the fifteenth. Contractor may not seek reimbursement for services that have not been adequately entered into the State system unless otherwise approved in writing by DRCOG. Failure to enter the State software system data correctly and timely is a violation of this Contract and DRCOG may exercise any remedies available under the Contract or at law, including withholding payments.

#### **11. Cost Analysis/Grant Close-out Report.**

Contractor shall prepare and submit to DRCOG by no later than July 31 of the State fiscal year then ended, a cost analysis report in a form approved by DRCOG, comparing actual costs incurred to reimbursements received from DRCOG. In addition, Contractor must maintain adequate supporting documentation of costs reimbursed and submit such backup information with the cost analysis report. If requested by DRCOG at any other time during the contract term, and/or if additional documentation is required, Contractor shall comply with such request.

#### **12. Services Performance Report and Reimbursement Requests.**

Contractor shall submit a monthly service performance report and reimbursement request in a form prescribed by DRCOG. Such report and request shall be filed on or before the fifteenth day of the month following the month in which services are provided, throughout the term of the Contract. If the fifteenth of the month falls on a holiday or weekend, then submissions shall be due the business day prior to the fifteenth. Failure to submit the monthly report and reimbursement request by the prescribed due date may delay processing of payments until the next calendar month or in the case of the final months' reports due on July 15 may result in denied payment by DRCOG. Contractor is responsible for the timely filing, completeness and accuracy of all service performance reports and reimbursement requests. All reports are subject to verification by DRCOG.

Contractor may not receive reimbursement for more than the actual costs incurred for the contracted service. The monthly reimbursement request must reflect actual costs incurred that can be adequately supported with documentation and that are within the calculated limit of grant funds available for drawing down that month. Costs must abide by the service budget approved by DRCOG and, notwithstanding, must be both reasonable and allowable. DRCOG agrees to reimburse Contractor via Electronic Funds Transfer (EFT) (Attachment A) into the bank account designated by Contractor upon approval of reimbursement request during regularly scheduled payment cycles.

#### **13. Waiting Lists.**

Waiting lists shall be established by the Contractor when services are available but cannot be provided to all eligible consumers requesting services. In such circumstances, Contractor shall place eligible consumers on a waiting list. Waiting list procedures must be consistent for and equitable to all eligible consumers. Contractor shall give priority to Older Americans Act targeted populations and to persons in emergency situations where the health, safety, and welfare of the applicant is in jeopardy. Additionally, due consideration shall be given to the individual's time kept on a wait list. Persons shall be removed from the waiting list in accordance with SUA Policy and Procedure Manual, Subsection 205c. Contractor shall develop a waiting list procedure in compliance with the policies set forth in Subsections 205b and 205c of the SUA Policy and Procedure Manual, as amended from time to time and, regardless of whether or not there are consumers waiting for service. Waiting list documentation may be kept in hard copy or electronically but must be printable and made available for review upon request by DRCOG or the SUA. Contractor shall retain waiting list documentation and shall not destroy any such records until notified by DRCOG.

**14. Consumer Complaint/Appeal Process.**

The Contractor shall develop a procedure for service recipients to use in the event that they wish to file a complaint. In addition to receiving such procedures, all consumers must be informed of their rights in the complaint and appeal process. Procedures must be in compliance with SUA Policy and Procedure Subsection 501 and as directed by DRCOG. Complaint/appeals documentation may be kept in hard copy or electronically but must be printable. Contractor shall retain complaint/appeal documentation and shall retain records in accordance with Section 21 herein.

**15. Evaluation.**

Contractor shall implement a quality improvement process, which includes, at a minimum, monitoring of service quality and consumer satisfaction. Methods of receiving consumer input on the quality of services shall be established, documented and utilized by the Contractor on a regular basis throughout the term of this Contract. Examples include site councils, projects councils, consumer forums, consumer satisfaction surveys, telephone interviewed, and visits. Contractor shall, upon DRCOG's request provide information evidencing Contractor's compliance with these requirements. In addition, Contractor shall distribute an annual consumer satisfaction survey designed by the State to a minimum of fifty percent (50%) of registered consumers starting in the month of February. Responses from such surveys shall be collected for reporting by the Contractor per instructions from DRCOG.

**16. Voluntary Contributions and Non-eligible Recipient Fees.**

Contractor shall (1) provide each recipient with an opportunity to voluntarily contribute to the cost of the service; (2) clearly inform each recipient that there is no obligation to contribute and that the contribution is purely voluntary; (3) protect the privacy and confidentiality of each recipient with respect to the recipient's contribution or lack of contribution; (4) establish appropriate accounting procedures to safeguard and account for all contributions; (5) use all collected contributions to expand or enhance the service for which the contributions were given; and (6) identify the income as program income and expend it in accordance with Section 26 below. Contractor shall establish minimum standards and procedures for the responsible collection of, handling, and safeguarding of consumer contributions and non-eligible recipient fees in compliance with SUA Policy and Procedure Manual, Subsection 310.

**17. On-Site Evaluation.**

The Contractor may be subject to an on-site evaluation by DRCOG and/or the State and shall upon such notice, cooperate fully with requirements for the on-site evaluation, as instructed by DRCOG and/or the State.

**18. Policy Changes.**

From time to time during the term of this Contract, DRCOG and/or the State Unit on Aging may revise or adopt policies and procedures that relate to services provided under this Contract. Upon written notice of such changes to policies or procedures, Contractor shall incorporate them into their practices and comply with the provisions thereof.

**19. Eligibility Assessments.**

The Contractor shall conduct an assessment of individual eligibility prior to the delivery of any registered services and for specified services, at least annually thereafter as outlined in the SUA Policy and Procedure Manual for such services. The standardized assessment form provided by DRCOG must be utilized and may not be altered, although an addendum to the assessment may be attached to collect additional information for use by the Contractor. Contractor may conduct assessments in an electronic format provided that the form collects the same

information as required by the DRCOG assessment and has been preapproved in writing by DRCOG. Any addendum to the assessment must also be approved in advance by DRCOG. Eligibility for services provided under this Contract shall be only that the individual receiving service is age 60 or above unless other eligibility requirements exists within Rule Manual Volume 10 or SUA Policy and Procedure for the contracted service. A means test may not be utilized to determine eligibility for OAA/SFSS/ARPA services.

## **20. Target Populations.**

The Contractor shall assure compliance with federal and state requirements to target the following populations of older adults: (1) greatest social need, (2) greatest economic need, (3) at risk for institutional placement, (4) low-income minority, (5) limited English proficiency, and (6) residing in rural areas. Contractor shall develop and implement a plan that directs outreach and prioritizes services to such targeted populations.

## **21. Records.**

The Contractor agrees to retain all records pertinent to this Contract for a period of three years after final payment hereunder. In the event that activities or costs are questioned by audit, records shall be retained until all questioned items are resolved. Contractor shall maintain confidentiality of information relating to specific consumers by ensuring that such information is gathered only with the informed consent of the consumer, such information is used only for the purposes gathered, adequate security of records is maintained to prevent unauthorized use, access to consumer records and identifiable information is limited only to program staff, and consumer files are kept under lock and key after use. Contractor shall maintain the confidentiality of protected health information as required by law, including the consumer's individually identifiable health information.

## **22. Accounting Records.**

Records which identify adequately the source and application of funds for Contract activities shall be maintained for the period provided in Section 21 above and shall comply with the requirements of the Older Americans Act, Colorado Revised Statutes, Rule Manual Volume 10 and the SUA Policy and Procedure Manual, as from time to time amended.

## **23. Contractor Audits.**

The Contractor shall ensure that an annual independent audit is conducted of the Contractor's financial records in accordance with the requirements of Title II Part 200 of the Code of Federal Regulations. The Contractor shall send a copy of the most recent audit to DRCOG for review. All activities and costs charged under this Contract shall be in accordance with the provisions of the Older Americans Act, Colorado Revised Statutes, Rule Manual Volume 10 and the SUA Policy and Procedure Manual, as from time to time amended, including but not limited to compliance with cost principles set forth in: Title II Part 200 of the Code of Federal Regulations and Government Audit Standards regardless of the amount of Federal funding the Contractor receives. Federal Acquisition Regulations at 48 C.F.R. Part 31.2 shall also apply when applicable. Should an audit or other financial review disallow any reimbursed costs, the disallowed funds shall be returned to DRCOG or, in DRCOG's discretion and to the extent permitted by Federal and State law and regulations, offset against current or future payments to Contractor. Failure to fulfill these audit obligations is a breach of this Contract and will subject Contractor to all remedies available herein and at law, including all funds being due and payable back to DRCOG.

**24. Audits and Inspections.**

During the Contract period, the retention period and as long thereafter as the records are maintained, at any time during normal business hours, Contractor shall make available to DRCOG, HHS, the State and the Comptroller General of the United States, or their authorized representatives, any books, documents, papers or other records of the Contractor with respect to all matters covered by this Contract in order to make audit, examination, excerpts, and transcripts. Contractor acknowledges that disclosure of protected health information to DRCOG, HHS, the State and the Comptroller General of the United States and their authorized representatives is permitted pursuant to Federal law. Failure to make records available for inspection within 72 hours of notice shall be deemed a violation of the Contract.

**25. Additional Records Required.**

Contractors shall develop and maintain the records required by applicable laws and regulations including but not limited to Section 401.7 of the SUA Policy and Procedure Manual and including the following records: personnel records for each employee to include documentation of training, documentation of supervision, and documentation of current licensure if applicable; a Targeting Plan; Emergency Response Plan (if nutrition and/or transportation provider); client confidentiality procedures; procedures for handling and reporting of critical incidents, including accidents, suspicion of abuse, neglect or exploitation, and criminal activity; a log of all complaints and critical incidents; records for each older adult served; and travel documentation policies and procedures. These shall be maintained by the Contractor and made available to DRCOG, SUA and/or their authorized representatives upon request.

**26. Income.**

Program income, including participant contributions, earned by the Contractor from activities which are supported by this Contract shall be added to funds committed to the project or program and used for allowable costs of services under the Contract to further the objectives of this Contract as provided under 45 CFR 74.24(b)(1). Program income must be fully expended within the reporting month it was received and cannot be carried over for any period of time.

**27. Income Accounting Records.**

Program income must be accounted for according to the additional costs alternative specified in Section 26 above and pursuant to 45 CFR, Section 74.24.

**28. Equal Employment Opportunity.**

The Contractor agrees to comply with all applicable Federal laws, regulations, and orders regarding "Equal Employment Opportunity", as from time to time amended, and to execute such provisions as are required under Exhibit "C" attached hereto. **The parties hereby incorporate the requirements of 41 C.F.R. § 60-1.4(a) and 29 C.F.R. § 471, Appendix A to Subpart A, if applicable.**

**This contractor and subcontractor shall abide by the requirements of 41 CFR 60-300.5(a) and 41 CFR 60-741.5(a), if applicable. These regulations prohibit discrimination against qualified protected veterans and qualified individuals with disabilities, and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans and qualified individuals with disabilities.**

**29. Handicapped.**

The Contractor will not discriminate in employment on the basis of handicap against any qualified handicapped person and agrees to take positive steps to employ and advance in employment qualified handicapped persons and to comply with Department of Human Services Regulations (45 CFR Part 84), as from time to time amended.

**30. Identification of Documents.**

Contractor shall designate on the front cover or title page of all reports, maps and other documents completed as part of this Contract, other than documents exclusively for internal use by the Contractor, an acknowledgement of the support received under "the Older Americans Act."

**31. Publication, Reproduction and Use of Material.**

Material produced in whole or in part under this Contract may not be subject to copyright laws.

**32. Procurement.**

All procurement transactions for supplies, equipment and services shall be conducted in a manner to provide, to the maximum extent practicable, open and free competition as provided under 45 CFR, Part 74, Subpart C, as from time to time amended, and shall comply with the provisions of 45 CFR, Part 74, Subpart C.

**33. Work Hours.**

The Contractor shall comply with the Contract Work Hours and Safety Standards Act and comply with the Department of Labor Regulations (29 CFR Part 5), as from time to time amended.

**34. Interest of Contractor.**

The Contractor covenants 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 required to be performed under this Contract. No person having any such interest shall be employed or participate in any decision relative to this Contract.

**35. Assignability.**

The Contractor shall not assign any interest in this Contract and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of DRCOG thereto; provided, however, that claims for money due or to become due to the Contractor from DRCOG under this Contract may be assigned to a bank or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished to DRCOG.

**36. Influencing Legislation.**

To the extent prohibited by Federal or State law, as from time to time amended, no part of this Contract shall be used to pay the salary or expenses of any person or any organization acting for the Contractor to engage in any activity designed to influence legislation or appropriations pending before the Congress, or legislation or appropriations pending before the State General Assembly.

**37. Termination for Cause.**

If, through any cause, the Contractor shall fail to meet performance measures set forth by the State, fail to fulfill in timely and proper manner with Contractor obligations under this Contract or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, DRCOG shall thereupon have the right to terminate this Contract by giving written notice to the

Contractor of such termination, the reasons for such termination, and specifying the effective date thereof, at least 5 days before the effective date of such termination, unless a shorter time is set forth herein for any failure to fulfill Contractor's obligations.

### **38. Termination Due to Loss of Funding.**

The parties hereto expressly recognize that the Contractor is to be paid, reimbursed, or otherwise compensated with funds provided to DRCOG for the purpose of contracting for the services provided for herein, and therefore, the Contractor expressly understands and agrees that all its rights, demands, and claims to compensation arising under this Agreement are contingent upon receipt of such funds by DRCOG. In the event that such funds or any part thereof are not received by DRCOG, DRCOG may immediately terminate this Agreement without liability, including costs for termination.

### **39. Termination for the Convenience of DRCOG.**

DRCOG may terminate this Contract at any time by giving written notice to the Contractor of such termination, which shall be effective upon receipt of the written notice. If the Contract is terminated by DRCOG as provided herein, the Contractor shall be entitled to receive compensation for services performed prior to the effective date of such termination, subject to such services being completed to the satisfaction of DRCOG, and except as provided in Section 6.0 of this Contract.

### **40. Project Material.**

In the event of termination, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the Contractor under this Contract shall, at the option of DRCOG, become its property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

### **41. Liability.**

Notwithstanding the above, the Contractor shall not be relieved of liability to DRCOG for damages sustained by DRCOG by virtue of any breach of the Contract by the Contractor, and DRCOG may withhold any payments to the Contractor for the purpose of setoff until such time as the exact amount of damages due DRCOG from the Contractor is determined.

### **42. Remedies.**

Where the Contractor violates or breaches terms of this Contract, DRCOG, at its discretion, shall terminate said Contract subject to the provisions hereinabove stated, and, in addition, may institute such administrative, contractual or legal remedies available to DRCOG as may be appropriate. In addition to the corrective actions set forth below, DRCOG may take one or more of the following actions, as appropriate in the circumstances:

1. Temporarily withhold payments pending correction of deficiency by the Contractor.
2. Disallow all or part of the cost of the activity or action not in compliance.
3. Wholly or partly suspend or terminate the Contract, including suspending the Contract and services provided under the Contract pending any audit or other investigation.
4. Withhold further Contracts with Contractor.

5. Take any other remedies that may be legally available.

#### **43. Corrective Action.**

In the event the Contractor fails to expend by December 31 of the current fiscal year of the contract term at least forty percent (40%) of the contracted funds detailed in Section 5.1; fails to expend by March 31 of the current fiscal year of the contract term at least seventy percent (70%) of the contracted funds detailed in Section 5.1; or fails to provide adequate documentation as requested by DRCOG, or in the event DRCOG finds that Contractor is failing to conform to the terms and conditions of this Contract, then DRCOG may, in its sole discretion and in addition to any other remedies it may have, including termination of this Contract, require that a corrective action plan be prepared by a date specified by DRCOG and suspend payments under the Contract, such payments to begin only upon production by the Contractor of and compliance with a corrective action plan satisfactory to DRCOG. Further, DRCOG shall have the right, upon issuance of notice to the Contractor and without necessity of an amendment, to retain and reallocate to other contractor's funds remaining under this Contract in the event of any termination or any failure of the Contractor to provide the service units listed in Exhibit A in accordance with this Contract or any corrective action plan. Nothing in this subsection shall require that DRCOG accept a corrective action plan in lieu of exercising its rights to terminate this Contract.

#### **44. Erroneous Payments.**

Unless prohibited by Federal or State law or regulation, any costs incurred by the Contractor that are later found to be disallowed or ineligible for payment under this Contract shall be reimbursed by the Contractor to DRCOG or offset against current or future payments due by DRCOG to the Contractor, at DRCOG's election.

#### **45. Provisions of Services: Expenditures of Funds.**

DRCOG intends to require that the service units provided by Contractor pursuant to this Contract be provided throughout the entire duration of the fiscal year. As such, Contractor shall expend no more than sixty percent (60%) of the contracted funds detailed in Section 5.1 prior to December 31 of the then current fiscal year and no more than ninety percent (90%) of said funds prior to March 31 of the then current fiscal year without the express prior written consent of DRCOG. If Contractor fails to comply with these limitations, DRCOG may in its sole discretion and in addition to any other remedies it may have, including termination of this Contract, require a corrective action plan and suspend payments under the Contract pursuant to the guidelines listed above. Contractor understands and agrees that nothing in this section limits DRCOG's authority set forth in Section 6.0 of this Contract, including but not limited to, its authority to require the return of funds previously paid to Contractor for services provided hereunder because of sequestration.

#### **46. Safeguarding Personally Identifiable Information (PII).**

If Contractor will or may receive PII under this Contract, the Contractor shall provide for the security of such PII in a manner and form acceptable to DRCOG, including without limitation, State non-disclosure requirements, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections, and audits. Contractor shall be a "Third-Party Service Provider" as defined in C.R.S. § 24-73-103(1)(i), shall maintain security procedures and practices consistent with C.R.S. § 24-73-101, et seq., and has a statutory duty to notify and cooperate with DRCOG in the event of a security breach that compromises personal information in the most expedient time and without unreasonable delay. For purpose of this Contract, "Personally Identifiable Information" or "PII" means any information maintained about an individual that can be used to



distinguish or trace an individual's identity, such as name, social security number, date and place of birth, mother's maiden name, or biometric records; and any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information. PII includes, but is not limited to, all information defined as personally identifiable information in C.R.S. § 24-72-501.

#### **47. Litigation Reporting.**

If Contractor is served with a pleading or other document in connection with an action before a court or other administrative decision-making body, and such pleading or document relates to this Contract or may affect Contractor's ability to perform its obligations under this Contract, Contractor shall, within 5 days after being served, notify DRCOG of such action and deliver copies of such pleading or document to DRCOG.

#### **48. Compliance with Laws.**

In addition to the "Administrative Requirements" set forth in Section 3.0 herein, the Contractor and its agent(s) shall at all times during the term of this contract, be bound by and strictly adhere to the following Federal and State laws, rules, regulations and the State Unit on Aging (SUA) Policies and Procedures as they currently exist and may hereafter be amended, which documents are incorporated herein by this reference:

- A. Federal Older Americans Act;
- B. Code of Federal Regulation (CFR), Title 45 Public Welfare;
- C. Older Coloradans Act, C.R.S. 26-11-100.1 et seq.;
- D. C.R.S. Title 25 Health and 26 Human Services Code;
- E. Colorado Long-Term Care Ombudsman Act, C.R.S. 26-11.5 et seq.;
- F. Colorado Department of Human Services Staff Manual Volume 10;
- G. Administration on Aging Fiscal Guide, Older Americans Act, Titles III and VII;
- H. Colorado Retail Food Establishment Rules and Regulations;
- I. Dietary Guidelines for Americans;
- J. Dietary Reference Intakes (DRIs);
- K. SUA Policy and Procedures Manual;
- L. SUA Policy Directives;
- M. Code of Federal Regulation (CFR) Title 48 Section 3.908 Whistleblower Protection;
- N. Title II Part 200 of the Code of Federal Regulations; and
- O. CAPS Fees C.R.S. 24-75-402; CAPS Statute C.R.S. 26-3.1-111; CAPS Implementation Regulation 12 CCR 2518-1, Volume 30.960

#### **49. Independent Contractor.**

Contractor shall perform its duties hereunder as an independent contractor and not as an employee. Neither Contractor nor any agent or employee of Contractor shall be deemed to be an agent or employee of DRCOG. Contractor shall not have authorization, express or implied, to bind DRCOG to any agreement, liability or understanding, except as expressly set forth herein. **Contractor and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through DRCOG and DRCOG shall not pay for or otherwise provide such coverage for Contractor or any of its agents or employees. Contractor shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Contract. Contractor shall (i) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (ii) provide proof thereof when requested by DRCOG, and (iii) be solely responsible for its acts and those of its employees and agents.**

**50. No Third Party Beneficiaries.**

It is expressly understood and agreed that enforcement of the terms and conditions of this Contract, and all rights of action relating to such enforcement, shall be strictly reserved to DRCOG and Contractor, and nothing contained in this Contract shall give or allow any such claim or right of action by any other third party on such Contract.

**51. Choice of Law, Venue, Jurisdiction.**

Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Contract. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. All suits or actions related to this Contract shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in the City and County of Denver.

THIS CONCLUDES the provisions of these supplementary terms and conditions.

**EXHIBIT C: ASSURANCE OF COMPLIANCE WITH THE DEPARTMENT OF  
HEALTH AND HUMAN SERVICES REGULATION UNDER  
TITLE VI OF THE CIVIL RIGHTS ACT OF 1964  
AND SECTION 504 OF THE REHABILITATION ACT OF 1973**

The Contractor HEREBY AGREES to comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and all requirements imposed by or pursuant to Regulations of the Department of Health and Human Services (HHS) (45 CFR Part 80) issued pursuant to that title, and to comply with Section 504 of the Rehabilitation Act of 1973 (P.L. 93-112) and all requirements imposed by or pursuant to the Regulations of the HHS (45 CFR Part 84) issued pursuant to the Act, all as from time to time amended, to the end that, in accordance with Title VI, the Act and Regulations, no person in the United States shall, on the grounds of race, color, national origin, or non-qualified handicap, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Contractor receives Federal financial assistance from DRCOG, a recipient of Federal financial assistance from HHS; and HEREBY GIVES ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Contractor by DRCOG, this assurance shall obligate the Contractor, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is so provided, this assurance shall obligate the Contractor for the period during which it retains ownership or possession of the property. In all other cases, this assurance shall obligate the Contractor for the period during which the Federal financial assistance is extended to it by DRCOG.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property, discounts or other Federal financial assistance extended after the date hereof to the Contractor by DRCOG, including installment payments after such date on account of applications for Federal financial assistance which were approved before such date. The Contractor recognizes and agrees that such Federal financial assistance will be extended in reliance on the representations and agreements made in this assurance, and that DRCOG or the United States or both shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Contractor, its successors, transferees, and assignees.

## **EXHIBIT D: INDEMNIFICATION & INSURANCE**

### **Section 1. Indemnification.**

To the extent allowable by law, the Contractor agrees to indemnify and hold harmless the State of Colorado, DRCOG, their officers, employees, and insurers, from and against all liability, claims, and demands, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this Contract, if such injury, loss, or damage is caused in whole or in part by, or is claimed to be caused in whole or in part by, the act, omission, error, professional error, mistake, negligence, or other fault of the Contractor, any subcontractor or subcontractor of the Contractor, or any officer, employee, representative, or agent of the Contractor or of any subcontractor or subcontractor of the Contractor, or which arise out of any workers' compensation claim of any employee of the Contractor or of any employee of any subcontractor or subcontractor of the Contractor. The Contractor agrees to investigate, handle, respond to, and to provide defense for and defend against, any such liability, claims, or demands at the sole expense of the Contractor. The Contractor also agrees to bear all other costs and expenses related thereto, including court costs and attorney fees, whether or not any such liability, claims, or demands alleged are groundless, false, or fraudulent.

No term or condition of this Contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions for the parties, of the Colorado Governmental Immunity Act, C.R.S. § 24-10-101 *et seq.* or the Federal Tort Claims Act, 28 U.S.C. § 2671 *et seq.* as applicable, as now or hereafter amended. The Contractor, by execution of this Contract containing this indemnification clause, is relying upon and does not waive the operation of any law concerning the Contractor's ability to indemnify.

### **Section 2. Insurance.**

#### **2.1 Procure and Maintain**

The Contractor agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by the Contractor pursuant to Section 1 of this Exhibit D. Such insurance shall be in addition to any other insurance requirements imposed by this agreement or by law. The Contractor shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to Section 1 of this Exhibit D by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types.

#### **2.2 Coverage Amounts**

(a) Contractor shall procure and maintain and shall cause each subcontractor hired to perform services under this Agreement pursuant to its' obligations herein to procure and maintain, the minimum insurance coverages listed below. Such coverages shall be procured and maintained with forms and insurers acceptable to DRCOG.

(b) All coverages shall be continuously maintained through the term of this contract to cover all liability, claims, demands, and other obligations assumed by the Contractor pursuant to Section 1 of this Exhibit D.

(c) In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage for a period of three years beyond the expiration of the contract. Evidence of qualified self-insured status may be substituted for the insurance requirements listed below.

(1) Workers' Compensation insurance to cover obligations imposed by applicable laws for any employee engaged in the performance of work under this agreement, and Employers' Liability insurance with minimum limits of ONE HUNDRED THOUSAND DOLLARS (\$100,000) each accident, FIVE HUNDRED THOUSAND DOLLARS (\$500,000) disease policy limit, and ONE HUNDRED THOUSAND DOLLARS (\$100,000) disease - each employee. Provide a waiver of subrogation in favor of DRCOG.

(2) General Liability insurance with minimum combined single limits of ONE MILLION DOLLARS (\$1,000,000) each occurrence; ONE MILLION DOLLARS (\$1,000,000) aggregate; ONE MILLION DOLLARS (\$1,000,000) products and completed operations aggregate; and FIFTY THOUSAND DOLLARS (\$50,000) any one fire. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal and advertising injury (including coverage for contractual and employee acts), blanket contractual, products, and completed operations.

(3) Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than ONE MILLION DOLLARS (\$1,000,000) each occurrence and ONE MILLION DOLLARS (\$1,000,000) aggregate with respect to each of Contractor's owned, hired or non-owned vehicles assigned to or used in performance of the services.

(4) Security & Privacy Liability or Cyber Risk insurance to cover loss of protected information, including without limitation Protected Health Information ("PHI") and Personally Identifiable Information ("PII") data and claims based upon alleged violations of privacy rights through improper use or disclosure of protected information with minimum annual limits as follows:

- Contractors with 10 or less clients **or** revenues of \$250,000 or less shall maintain limits on Privacy Liability Insurance of not less than \$50,000.
- Contractors with 25 or less clients **or** revenues of \$500,000 or less shall maintain limits on Privacy Liability Insurance of not less than \$100,000.
- Contractors with more than 25 clients **or** revenues of more than \$500,000 shall maintain limits on Privacy Liability Insurance of not less than \$1,000,000 each occurrence and \$2,000,000 general aggregate.

(5) Professional Liability insurance in the amount of ONE MILLION DOLLARS (\$1,000,000) each occurrence for coverage to defend against allegations as well as damages resulting from failure to perform on the part of, financial loss caused by, and error or omission in the service or product of the policy holder.

### **2.3 Additional Insured**

Every policy required above shall be primary insurance, and any insurance carried by DRCOG, its officers, or its employees, shall be excess and not contributory insurance to that provided by Contractor. No additional insured endorsement to the policy required by paragraph (1) above shall contain any exclusion for bodily injury or property damage arising from completed

operations. The Contractor shall be solely responsible for any deductible losses under any policy required above.

## **2.4 Certificates of Insurance**

A certificate of insurance evidencing coverage and naming DRCOG, its officers, its employees and the State of Colorado as additional insureds on all general liability policies and shall be completed by the Contractor's insurance agent as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect, and shall be reviewed and approved by DRCOG prior to commencement of the agreement. In the case of qualified self-insurance status, DRCOG may require satisfactory evidence of sufficient funding for such purposes. The certificate shall identify this Contract and shall provide that coverages afforded under the policies shall not be cancelled, terminated or materially changed until at least 30 days prior written notice has been given to DRCOG. The completed certificate and/or evidence of qualified self-insured status must be sent with the signed Contract to:

Denver Regional Council of Governments  
Attention: Contracts  
1001 17<sup>th</sup> Street, Suite 700  
Denver, Colorado 80202

## **2.5 Coverage Requirements**

(a) Failure on the part of the Contractor to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach of this agreement upon which DRCOG may immediately terminate this agreement, or at its discretion, DRCOG may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by DRCOG shall be repaid by Contractor to DRCOG upon demand, or DRCOG may offset the cost of the premiums against any monies due to Contractor from DRCOG.

(b) DRCOG reserves the right to request and receive a certified copy of any policy and any endorsement thereto.

(c) The parties hereto understand and agree that DRCOG is relying on and does not waive or intend to waive by any provision of this agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, 24-10-101 et. seq., C.R.S., as from time to time amended, or otherwise available to DRCOG, its officers, or its employees.

(d) Notwithstanding the above provisions, the Contractor, if a governmental entity, may elect to self-insure for any of the coverage areas required by subsections (b)(1) – (b)(3) of this Section 2. In such case, the Contractor shall maintain a claims fund that is available solely to pay claims against the Contractor that are proven or otherwise settled by the Contractor in its sole discretion. Such claims fund is intended for and available for only those purposes and is not available or allocated to fund a commitment or obligation, if any, or to defend or indemnify any party. Payments out of such funds may require approval by the Contractor's governing body. It is understood and agreed that a commitment by the Contractor to self-insure by the creation of said claims fund does not commit the Contractor to otherwise appropriate funds to fund self-insurance for this Contract or for any other commitment of the Contractor, and it is further understood and agreed that the Contractor has not appropriated funds for such purpose. In case of such election to self-insure, the Contractor shall itself provide DRCOG with written confirmation of the Contractor's self-insured status and the existence of said claims fund.

### **EXHIBIT E: APPROVED SUBCONTRACTORS**

Subcontractor(s) will be incorporated into this contract only by written approval from DRCOG. Upon DRCOG approval and contract execution by both parties, approved Subcontractors (listed below, if applicable) shall be made part of this Contract and legally bound to all applicable provisions herein.

**ARDC** – Assisted Transportation, Chore, Homemaker

**Castle Rock Senior Activity Center** – Assisted Transportation

**Visiting Angels** – Homemaker, Personal Care

## **EXHIBIT F: FIXED ASSETS**

**Note:** This Exhibit F is applicable only to contracts that include funding of a fixed asset acquisition approved by DRCOG.

### **1.0 FIXED ASSETS**

DRCOG hereby approves the acquisition of the fixed assets described in Contractor's Proposal, which is herein incorporated by reference and made a part of this Contract. Fixed assets may include (1) real property (land, buildings, and building improvements); (2) leasehold improvements (remodeling or redecorating of rented or leased spaces); and (3) tangible personal property (office furniture, kitchen equipment and vehicles) with a useful life of more than one year and an acquisition cost greater than \$5,000 per unit.

#### **1.1 Real Property.**

Title to any real property shall vest in Contractor subject to the condition that the Contractor shall use the real property for the authorized purpose of the project as long as it is needed and shall not encumber the property without approval of DRCOG.

#### **1.2 Equipment.**

Title to equipment shall vest in Contractor subject to the following conditions:

1. Contractor shall not use equipment acquired hereunder to provide services to non-Federal organizations for a fee that is less than private companies charge for equivalent services. All user charges shall be treated as program income.

2. Contractor shall use the equipment in the project as long as needed, whether or not the project continues to be supported by Federal or State funds, and shall not encumber the equipment without the approval of DRCOG. When no longer needed for the original project, the Contractor shall use the equipment in compliance with applicable Federal and State regulations.

3. Contractor shall make the equipment available for use on other projects or programs if such other use will not interfere with the work on the program for which the equipment was originally acquired. First preference for such other use shall be given to other programs, projects, or activities sponsored by DRCOG. Use by others shall be in preference order consistent with applicable Federal and State regulations.

4. When acquiring replacement equipment, Contractor may use the equipment to be replaced as trade-in or sell the equipment and use the proceeds to offset the costs of the replacement equipment, subject to the approval of DRCOG.

5. Contractor shall maintain accurate equipment records and shall take a physical inventory of equipment and reconcile the results with the equipment records annually. Any discrepancies between quantities determined by the physical inspection and those shown in the accounting records shall be investigated to determine the causes of the differences. Contractor shall annually verify the existence, current utilization, and continued need for the equipment. Contractor shall submit to DRCOG annually a property inventory report for all fixed assets acquired under this Contract in the form attached hereto or other report template as approved by DRCOG.



6. Contractor shall maintain a control system to insure adequate safeguards to prevent loss, damage, or theft of the equipment. Contractor shall implement adequate maintenance procedures to keep the equipment in good condition. In the event the Contractor no longer needs the equipment, Contractor shall contact DRCOG for instructions. In such event, DRCOG reserves the right to order the transfer of title of the equipment to the Federal Government or to a third party named by DRCOG when such third party is otherwise eligible.

### **1.3 Supplies.**

Title to supplies shall vest in the Contractor upon acquisition. Contractor shall not use supplies acquired under this Contract to provide services to non-Federal organizations for a fee that is less than private companies charge for equivalent services, unless authorized by DRCOG. User charges shall be treated as program income.

## **2.0 ACQUISITION OF FIXED ASSETS**

### **2.1 Acquire of Asset.**

Contractor shall acquire the fixed assets as set forth in its Proposal in compliance with all applicable procurement standards set forth in either State or Federal regulations. Contractor is the responsible authority, without recourse to DRCOG, regarding the settlement and satisfaction of all contractual and administrative issues arising out of procurements entered into in support of this Contract.

### **2.2 Written Standards**

Contractor shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts. No employee, officer, or agent of Contractor shall participate in the selection, award, or administration of a contract supported by this Contract if a real or apparent conflict of interest would be involved. The officers, employees, and agents of the Contractor shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to sub agreements.

### **2.3 Procurement**

All procurement transactions shall be conducted in a manner to provide, to the maximum extent practical, open and free competition. Awards shall be made to the bidder or offeror whose bid or offer is responsive to the solicitation and is most advantageous to the Contractor, price, quality and other factors considered.

Contractor shall establish written procurement procedures in compliance with 45 CFR § 74.44.

## **3.0 ADMINISTRATIVE REQUIREMENTS**

In performance of its obligations under this Contract, Contractor shall comply with all applicable provisions of Rule Manual Volume 10, SUA Policy and Procedure Manual Subsection 313, 45 CFR Part 74 and 45 CFR Part 92, as applicable, regarding acquisition, use and disposition of fixed assets.

#### **4.0 INSURANCE**

In addition to Contractor's obligations to maintain insurance as set forth in the Contract, Contractor shall maintain, at a minimum, insurance coverage adequate to cover the replacement value of all fixed assets.

#### **5.0 USE OF FIXED ASSETS**

Fixed assets shall be used for the purposes set forth in this Contract and the Contractor's proposal. Fixed assets may be used on a part-time basis for non-contract purposes as follows:

1. By nonprofit agencies, provided that: (1) a minimum usage fee is charged in accordance with Program Income requirements pursuant to Rule Manual Volume 10; and (2) the part-time usage does not conflict with the use of the equipment for the purposes of the Contract.

2. By profit-making organizations, provided that: (1) a usage fee equal to or greater than the prescribed minimum is charged; (2) usage does not conflict with the use of the equipment for purposes of the Contract; and (3) prior approval has been obtained from DRCOG.

#### **6.0 DISPOSITION OF FIXED ASSETS**

##### **6.1 Real Property.**

In the event that the Contractor determines that real property acquired under this Contract is no longer needed for the purpose of the original project, Contractor shall obtain written approval from DRCOG for the use of the real property in other Federally sponsored projects. Use in other projects shall be limited to those Federally sponsored projects or programs that have purposes consistent with those authorized for support by DRCOG. If the real property is no longer needed for a Federally sponsored project, then Contractor shall request disposition instructions from DRCOG or its successor.

##### **6.2 Equipment.**

In the event Contractor determines that equipment acquired under this Contract is no longer needed for the purpose of the project, Contractor may use the equipment for other activities as follows: for equipment with a current per unit fair market value of \$5,000 or more, the Contractor may retain the equipment for other uses provided that compensation is made to DRCOG. The amount of compensation shall be computed by applying the percentage of DRCOG's share in the cost of the original project or program to the current fair market value of the equipment. If the recipient has no need for the equipment, the recipient shall request disposition instructions from DRCOG.

##### **6.3 Supplies.**

If there is a residual inventory of unused supplies exceeding \$5,000 in total aggregate value upon termination or completion of the project and the supplies are not needed for any other Federally sponsored program, the Contractor shall retain the supplies for use on non-Federally sponsored activities or sell them, but shall, in either case, compensate DRCOG for its share. The amount of compensation shall be computed by applying the percentage of DRCOG's share in the cost of the original project or program to the current fair market value of the supplies.

##### **6.4 Disposition.**

These provisions regarding disposition of fixed assets shall survive termination of the Contract.

## **7.0 HHS GRANT**

It is agreed by the above parties that should the Department of Health and Human Services ("HHS") or the State disapprove this Contract or refuse or fail to make the grant to DRCOG as contemplated by this Contract, then this Contract shall be void and shall not be binding on any parties hereto.

## **8.0 CHANGES**

Any changes, including any increase in the amount of this Contract, which are mutually agreed upon by and between DRCOG and the Contractor, shall be incorporated in written amendments to this Contract.

## **9.0 TERMS AND CONDITIONS**

The parties agree that this Contract is also subject to the provisions set forth in the Contract between DRCOG and Contractor. If Contractor does not comply with the requirements set forth herein or in the Contract, Contractor agrees to return the value of the fixed assets to DRCOG.

# PROPERTY INVENTORY FORM

DENVER REGIONAL COUNCIL OF GOVERNMENT, AREA AGENCY ON AGING

Inventory Tag Number: \_\_\_\_\_ Date of physical inventory: \_\_\_\_\_

Description:

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Manufacturer's serial number, model number, or other identification number:

\_\_\_\_\_

Source of equipment (include award number):

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Title in (check one):

- Contractor

□ DRCOG

- Federal Government

- State

Acquisition Date: \_\_\_\_\_ Acquisition Cost: \_\_\_\_\_

Percentage of DRCOG share in cost of equipment (attach documentation to calculate percentage): \_\_\_\_\_

Location of equipment:

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Condition of equipment: \_\_\_\_\_

Unit acquisition cost: \_\_\_\_\_

Ultimate disposition data:

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Signature:\_\_\_\_\_

Date:\_\_\_\_\_

## EXHIBIT G: HIPAA BUSINESS ASSOCIATE ADDENDUM

This Business Associate Addendum (“Addendum”) is a part of the Contract between the Denver Regional Council of Governments (“DRCOG”), Area Agency on Aging, and “Contractor”. For purposes of this Addendum, DRCOG, Area Agency on Aging, is referred to as “AAA” and the Contractor is referred to as “Associate”. Unless the context clearly requires a distinction between the Contract document and this Addendum, all references herein to “the Contract” or “this Contract” include this Addendum.

### RECITALS

- A. AAA entered into a HIPAA Business Associate Addendum (“State Addendum”) with the Department of Human Services, Division of Aging and Adult Services (“Covered Entity” or “CE”) as required by the HIPAA Regulations, the Privacy Rule (defined below), which requires the CE, prior to disclosing protected health information to AAA, to enter into a contract containing specific requirements as set forth in, but not limited to, Title 45, Sections 160.103, 164.502(e) and 164.504(e) of the Code of Federal Regulations (“CFR”) and contained in this Addendum.
- B. Associate, as a sub-grantee of AAA, has access to certain information, some of which may constitute Protected Health Information (“PHI”) (defined below).
- C. As a subgrantee with access to PHI, Associate is a Business Associate and subject to obligations with respect to PHI under HIPAA in the same manner as the State Addendum.
- D. AAA and Associate intend to protect the privacy and provide for the security of PHI disclosed to Associate pursuant to this Contract in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (“HIPAA”) and regulations promulgated thereunder by the U.S. Department of Health and Human Services (the “HIPAA Regulations”) and other applicable laws, as amended.

The parties agree as follows:

#### 1. Definitions.

a. Except as otherwise defined herein, capitalized terms in this Addendum shall have the definitions set forth in the HIPAA Privacy Rule at 45 CFR Parts 160 and 164, as amended (“Privacy Rule”). In the event of any conflict between the mandatory provisions of the Privacy Rule and the provisions of this Contract, the Privacy Rule shall control. Where the provisions of this Contract differ from those mandated by the Privacy Rule, but are nonetheless permitted by the Privacy Rule, the provisions of this Contract shall control.

b. “Protected Health Information” or “PHI” means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 CFR Section 160.103.

c. “Protected Information” shall mean PHI provided by CE or AAA to Associate or created or received by Associate on CE’s or AAA’s behalf.

## **2. Obligations of Associate.**

a. Permitted Uses. Associate shall not use Protected Information except for the purpose of performing Associate’s obligations under this Contract and as permitted under this Addendum. Further, Associate shall not use Protected Information in any manner that would constitute a violation of the Privacy Rule if so used by CE or AAA, except that Associate may use Protected Information: (i) for the proper management and administration of Associate; (ii) to carry out the legal responsibilities of Associate; or (iii) for Data Aggregation purposes for the Health Care Operations of CE. Additional provisions, if any, governing permitted uses of Protected Information are set forth in Attachment A to this Addendum.

b. Permitted Disclosures. Associate shall not disclose Protected Information in any manner that would constitute a violation of the Privacy Rule if disclosed by CE or AAA, except that Associate may disclose Protected Information: (i) in a manner permitted pursuant to this Contract; (ii) for the proper management and administration of Associate; (iii) as required by law; (iv) for Data Aggregation purposes for the Health Care Operations of CE; or (v) to report violations of law to appropriate federal or state authorities, consistent with 45 CFR Section 164.502(j)(1). To the extent that Associate discloses Protected Information to a third party, Associate must obtain, prior to making any such disclosure: (i) reasonable assurances from such third party that such Protected Information will be held confidential as provided pursuant to this Addendum and only disclosed as required by law or for the purposes for which it was disclosed to such third party; and (ii) an agreement from such third party to immediately notify Associate of any breaches of confidentiality of the Protected Information, to the extent it has obtained knowledge of such breach. Additional provisions, if any, governing permitted disclosures of Protected Information are set forth in Attachment A.

c. Appropriate Safeguards. Associate shall implement appropriate safeguards consistent with applicable law as are necessary to prevent the use or disclosure of Protected Information other than as permitted by this Contract. Associate shall maintain a comprehensive written information privacy and security program consistent with applicable law that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Associate’s operations and the nature and scope of its activities.

d. Reporting of Improper Use or Disclosure. Associate shall report to AAA in writing any use or disclosure of Protected Information other than as provided for by this Contract within five (5) days of becoming aware of such use or disclosure.

e. Associate’s Agents. If Associate uses one or more subcontractors or agents to provide services under the Contract, and such subcontractors or agents receive or have access to Protected Information, each subcontractor or agent shall sign an agreement with Associate containing substantially the same provisions as this Addendum and further identifying CE and AAA as third party beneficiaries with rights of enforcement and indemnification from such subcontractors or agents in the event of any violation of such subcontractor or agent agreement. Associate shall implement and maintain sanctions against agents and subcontractors that violate such restrictions and conditions and shall mitigate the effects of any such violation.

f. Access to Protected Information. Associate shall make Protected Information maintained by Associate or its agents or subcontractors in Designated Record Sets available to AAA by the deadline specified in a written request by AAA so that AAA may comply with any request(s) by CE to AAA for inspection and copying of records to enable CE to fulfill its obligations to permit individual access to PHI under the Privacy Rule, including, but not limited to, 45 CFR Section 164.524.

g. Amendment of PHI. By the deadline specified in a written request from AAA for an amendment of Protected Information or a record about an individual contained in a Designated Record Set, Associate or its agents or subcontractors shall make such Protected Information available to AAA to provide to CE so that CE may fulfill its obligations with respect to requests by individuals to amend their PHI under the Privacy Rule, including, but not limited to, 45 CFR Section 164.526. If any individual requests an amendment of Protected Information directly from Associate or its agents or subcontractors, Associate must notify AAA in writing within two (2) days of receipt of the request.

h. Accounting Rights. By the deadline specified in written notice by AAA of a request for an accounting of disclosures of Protected Information, Associate and its agents or subcontractors shall make available to AAA the information required to provide an accounting of disclosures so that AAA may forward such accounting disclosures on to CE so that CE may fulfill its obligations under the Privacy Rule, including, but not limited to, 45 CFR Section 164.528. As set forth in, and as limited by, 45 CFR Section 164.528, Associate shall not provide an accounting to AAA of disclosures: (i) to carry out treatment, payment or health care operations, as set forth in 45 CFR Section 164.506; (ii) to individuals of Protected Information about them as set forth in 45 CFR Section 164.502; (iii) pursuant to an authorization as provided in 45 CFR Section 164.508; (iv) to persons involved in the individual's care or other notification purposes as set forth in 45 CFR Section 164.510; (v) for national security or intelligence purposes as set forth in 45 CFR Section 164.512(k)(2); or (vi) to correctional institutions or law enforcement officials as set forth in 45 CFR Section 164.512(k)(5). Associate agrees to implement a process that allows for an accounting to be collected and maintained by Associate and its agents or subcontractors for at least six (6) years prior to the request, but not before the compliance date of the Privacy Rule. At a minimum, such information shall include: (i) the date of disclosure; (ii) the name of the entity or person who received Protected Information and, if known, the address of the entity or person; (iii) a brief description of Protected Information disclosed; and (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure. In the event that the request for an accounting is delivered directly to Associate or its agents or subcontractors, Associate shall within five (5) days of the receipt of the request forward it to AAA in writing, which will forward such request to CE. It shall be CE's responsibility to prepare and deliver any such accounting requested. Associate shall not disclose any Protected Information except as set forth in Section 2(b) of this Addendum.

i. Governmental Access to Records. Associate shall make its internal practices, books and records relating to the use and disclosure of Protected Information available to the Secretary of the U.S. Department of Health and Human Services (the "Secretary"), in a time and manner designated by the Secretary, for purposes of determining CE's compliance with the Privacy Rule. Associate shall provide to AAA a copy of any Protected Information that Associate provides to the Secretary concurrently with providing such Protected Information to the Secretary. AAA shall subsequently provide such information to CE.

j. Minimum Necessary. Associate (and its agents or subcontractors) shall only request, use and disclose the minimum amount of Protected Information necessary, to the extent practicable, to accomplish the purpose of the request, use or disclosure, in accordance with the Minimum Necessary requirements of the Privacy Rule including, but not limited to 45 CFR Sections 164.502(b) and 164.514(d).

k. Data Ownership. Associate acknowledges that Associate has no ownership rights with respect to the Protected Information.

l. Retention of Protected Information. Notwithstanding Section 4(d) of this Addendum, Associate and its subcontractors or agents shall retain all Protected Information throughout the term of this Contract and shall continue to maintain the information required under Section 2(h) of this Addendum for a period of six (6) years after termination of the Contract.

m. Associate's Insurance. Associate shall maintain casualty and liability insurance to cover loss of PHI data and claims based upon alleged violations of privacy rights through improper use or disclosure of PHI. All such policies shall meet or exceed the minimum insurance requirements of the Contract (e.g., occurrence basis, combined single dollar limits, annual aggregate dollar limits, additional insured status and notice of cancellation).

n. Notification of Breach. During the term of this Contract, Associate shall notify AAA within twenty-four (24) hours of any suspected or actual breach of security, intrusion or unauthorized use or disclosure of PHI and/or any actual or suspected use or disclosure of data in violation of any applicable federal or state laws or regulations. Associate shall take (i) prompt corrective action to cure any such deficiencies and (ii) any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations.

o. Audits, Inspection and Enforcement. Within ten (10) days of a written request by CE, Associate and its agents or subcontractors shall allow CE or AAA to conduct a reasonable inspection of the facilities, systems, books, records, agreements, policies and procedures relating to the use or disclosure of Protected Information pursuant to this Addendum for the purpose of determining whether Associate has complied with this Addendum; provided, however, that: (i) Associate and CE shall mutually agree in advance upon the scope, timing and location of such an inspection; (ii) CE shall protect the confidentiality of all confidential and proprietary information of Associate to which CE has access during the course of such inspection; and (iii) CE shall execute a nondisclosure agreement, upon terms mutually agreed upon by the parties, if requested by Associate. The fact that CE inspects, or fails to inspect, or has the right to inspect, Associate's facilities, systems, books, records, agreements, policies and procedures does not relieve Associate of its responsibility to comply with this Addendum, nor does CE's (i) failure to detect or (ii) detection, but failure to notify Associate or require Associate's remediation of any unsatisfactory practices, constitute acceptance of such practice or a waiver of CE's enforcement rights under the Contract.

p. Safeguards During Transmission. Associate shall be responsible for using appropriate safeguards to maintain and ensure the confidentiality, privacy and security of Protected Information transmitted to AAA pursuant to the Contract, in accordance with the standards and requirements of the Privacy Rule, until such Protected Information is received by AAA, and in accordance with any specifications set forth in Attachment A.



q. Restrictions and Confidential Communications. Within ten (10) business days of notice by CE of a restriction upon uses or disclosures or request for confidential communications pursuant to 45 C.F.R. 164.522, Associate will restrict the use or disclosure of an individual's Protected Information, provided Associate has agreed to such a restriction. Associate will not respond directly to an individual's requests to restrict the use or disclosure of Protected Information or to send all communication of Protected Information to an alternate address. Associate will refer such requests to the CE so that the CE can coordinate and prepare a timely response to the requesting individual and provide direction to Associate.

### **3. Obligations of AAA.**

a. Safeguards During Transmission. AAA shall be responsible for using appropriate safeguards consistent with applicable law to maintain and ensure the confidentiality, privacy and security of PHI transmitted to Associate pursuant to this Contract, in accordance with the standards and requirements of the Privacy Rule, until such PHI is received by Associate, and in accordance with any specifications set forth in Attachment A.

b. Notice of Changes. AAA shall provide Associate with a copy of any notices of changes that it receives from the State pursuant to the State Addendum, including the following: 1) notice of privacy practices produced in accordance with 45 CFR Section 164.520, as well as any subsequent changes or limitation(s) to such notice, to the extent such changes or limitations may effect Associate's use or disclosure of Protected Information; 2) any changes in, or revocation of, permission to use or disclose Protected Information, to the extent it may affect Associate's permitted or required uses or disclosures; and 3) to the extent that it may affect Associate's permitted use or disclosure of PHI, any restriction on the use or disclosure of Protected Information that CE has agreed to in accordance with 45 CFR Section 164.522. CE may effectuate any and all such notices of non-private information via posting on CE's web site. Associate shall monitor CE's designated web site for notice of changes to CE's HIPAA privacy policies and practices.

### **4. Termination.**

a. Material Breach. In addition to any other provisions in the Contract regarding breach, a breach by Associate of any provision of this Addendum, as determined by AAA, shall constitute a material breach of this Contract and shall provide grounds for immediate termination of this Contract by AAA pursuant to the provisions of the Contract covering termination for cause, if any. If the Contract contains no express provisions regarding termination for cause, the following terms and conditions shall apply:

(1) Default. If Associate refuses or fails to timely perform any of the provisions of this Contract, AAA may notify Associate in writing of the non-performance, and if not promptly corrected within the time specified, AAA may terminate this Contract. Associate shall continue performance of this Contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services elsewhere.

(2) Associate's Duties. Notwithstanding termination of this Contract, and subject to any directions from AAA, Associate shall take timely, reasonable and necessary action to protect and preserve property in the possession of Associate in which AAA has an interest.

(3) Compensation. Payment for completed supplies delivered and accepted by AAA shall be at the Contract price. In the event of a material breach under paragraph 4a, AAA

may withhold amounts due Associate as AAA deems necessary to protect AAA against loss from third party claims of improper use or disclosure and to reimburse AAA for the excess costs incurred in procuring similar goods and services elsewhere.

(4) Erroneous Termination for Default. If after such termination it is determined, for any reason, that Associate was not in default, or that Associate's action/inaction was excusable, such termination shall be treated as a termination for convenience, and the rights and obligations of the parties shall be the same as if this Contract had been terminated for convenience, as described in this Contract.

b. Reasonable Steps to Cure Breach. If AAA knows of a pattern of activity or practice of Associate that constitutes a material breach or violation of the Associate's obligations under the provisions of this Addendum or another arrangement and does not terminate this Contract pursuant to Section 4(a), then AAA shall take reasonable steps to cure such breach or end such violation, as applicable. If CE's efforts to cure such breach or end such violation are unsuccessful, AAA shall either (i) terminate the Contract, if feasible or (ii) if termination of this Contract is not feasible, AAA shall report Associate's breach or violation to the Secretary of the Department of Health and Human Services.

c. Judicial or Administrative Proceedings. Either party may terminate the Contract, effective immediately, if (i) the other party is named as a defendant in a criminal proceeding for a violation of HIPAA, the HIPAA Regulations or other security or privacy laws or (ii) a finding or stipulation that the other party has violated any standard or requirement of HIPAA, the HIPAA Regulations or other security or privacy laws is made in any administrative or civil proceeding in which the party has been joined.

d. Effect of Termination.

(1) Except as provided in paragraph (2) of this subsection, upon termination of this Contract, for any reason, Associate shall return or destroy all Protected Information that Associate or its agents or subcontractors still maintain in any form and shall retain no copies of such Protected Information. If Associate elects to destroy the PHI, Associate shall certify in writing to AAA that such PHI has been destroyed.

(2) If Associate believes that returning or destroying the Protected Information is not feasible, Associate shall promptly provide AAA notice of the conditions making return or destruction infeasible. Upon mutual agreement of AAA and Associate that return or destruction of Protected Information is infeasible, Associate shall continue to extend the protections of Sections 2(a), 2(b), 2(c), 2(d) and 2(e) of this Addendum to such information, and shall limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible.

## **5. Injunctive Relief.**

AAA shall have the right to injunctive and other equitable and legal relief against Associate or any of its subcontractors or agents in the event of any use or disclosure of Protected Information in violation of this Contract or applicable law. Associate acknowledges and agrees that in the event of such impermissible use or disclosure of Protected Information, AAA may seek injunctive relief if: (1) AAA will suffer real, immediate, and irreparable injury which will be prevented by injunctive relief; (2) that AAA has no plain, speedy, and adequate remedy at law; (3) that the granting of a preliminary injunction will promote the public interest in privacy rather than disserve the public interest; (4) that the balance of equities always favors the injunction in such cases; (5) that the injunction will preserve the status quo pending a trial on

the merits; and (6) that AAA shall not be required to demonstrate a reasonable probability of success on the merits in order to obtain injunctive relief.

#### **6. No Waiver of Immunity.**

No term or condition of this Contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions of the Colorado Governmental Immunity Act, C.R.S. 24-10-101 et seq. or the Federal Tort Claims Act, 28 U.S.C. 2671 et seq. as applicable, as now in effect or hereafter amended.

#### **7. Limitation of Liability.**

Any limitation of Associate's liability in the Contract shall be inapplicable to the terms and conditions of this Addendum.

#### **8. Disclaimer.**

AAA makes no warranty or representation that compliance by Associate with this Contract, HIPAA or the HIPAA Regulations will be adequate or satisfactory for Associate's own purposes. Associate is solely responsible for all decisions made by Associate regarding the safeguarding of PHI.

#### **9. Certification.**

To the extent that CE determines an examination is necessary in order to comply with CE's legal obligations pursuant to HIPAA relating to certification of its security practices, CE or its authorized agents or contractors, may, at CE's expense, examine Associate's facilities, systems, procedures and records as may be necessary for such agents or contractors to certify to CE the extent to which Associate's security safeguards comply with HIPAA, the HIPAA Regulations or this Addendum.

#### **10. Amendment.**

##### **a. Amendment to Comply with Law.**

The parties acknowledge that state and federal laws relating to data security and privacy are rapidly evolving and that amendment of this Addendum may be required to provide for procedures to ensure compliance with such developments. This Addendum may be amended upon written notice by AAA to Associate, provided that such amendment is necessary to assure ongoing compliance with the State Addendum, HIPAA, the Privacy Rule and other applicable laws relating to the security or privacy of PHI. The parties understand and agree that CE and AAA must receive satisfactory written assurance from Contractor that Contractor will adequately safeguard all Protected Information. Upon the request of any party, the other party agrees to promptly enter into negotiations concerning the terms of an amendment to this Addendum embodying written assurances consistent with the standards and requirements of HIPAA, the Privacy Rule or other applicable laws. AAA may terminate this Contract upon thirty (30) days written notice in the event (i) Contractor does not promptly enter into negotiations to amend this Contract when requested by CE or AAA pursuant to this Section or (ii) Contractor does not enter into an amendment to this Contract providing assurances regarding the safeguarding of PHI that CE or AAA, in their discretion, deem sufficient to satisfy the standards and requirements of HIPAA and the Privacy Rule.

b. Amendment of Attachment A.

Attachment A may be modified or amended by mutual agreement of the parties in writing from time to time without formal amendment of this Addendum.

**11. Assistance in Litigation or Administrative Proceedings.**

Associate shall make itself, and any subcontractors, employees or agents assisting Associate in the performance of its obligations under the Contract, available to CE or AAA, at no cost to CE or AAA, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against AAA, its directors, officers or employees based upon a claimed violation by associate, its subcontractors, employees or agent of HIPAA, the Privacy Rule or other laws relating to security and privacy or PHI covered by this Addendum, except where Associate or its subcontractor, employee or agent is a named adverse party.

**12. No Third-Party Beneficiaries.**

The Department of Human Services, Division of Aging and Adult Services, is a Third-Party Beneficiary to this Agreement with rights of enforcement and indemnification in the event of any violation of the Contract. Nothing express or implied in this Contract is intended to confer, nor shall anything herein confer, upon any person other than The Department of Human Services, Division of Aging and Adult Services, CE, Associate and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

**13. Interpretation and Order of Precedence.**

The provisions of this Addendum shall prevail over any provisions in the Contract that may conflict or appear inconsistent with any provision in this Addendum. Together, the Contract and this Addendum shall be interpreted as broadly as necessary to implement and comply with HIPAA and the Privacy Rule. The parties agree that any ambiguity in this Contract shall be resolved in favor of a meaning that complies and is consistent with HIPAA and the Privacy Rule. This Contract supersedes and replaces any previous separately executed HIPAA addendum between the parties.

**14. Survival of Certain Contract Terms.**

Notwithstanding anything herein to the contrary, Associate's obligations under Section 4(d) ("Effect of Termination") shall survive termination of this Contract and shall be enforceable by CE as provided herein in the event of such failure to perform or comply by the Associate.

**15. Representatives and Notice.**

a. Representatives.

For the purpose of the Contract, the individuals identified elsewhere in this Contract shall be the representatives of the respective parties. If no representatives are identified in the Contract, the individuals listed below are hereby designated as the parties' respective representatives for purposes of this Contract. Either party may from time to time designate in writing new or substitute representatives.

b. Notices.

All required notices shall be in writing and shall be hand delivered or given by certified or registered mail to the representatives at the addresses set forth below.

AAA Representative:

Name:	Tim Feld
Title:	HIPAA Compliance Coordinator
Address:	1001 17 <sup>th</sup> Street, Suite 700 Denver, CO 80202

Contractor/Business Associate Representative:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Department/Division: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

**ATTACHMENT to EXHIBIT G**

This Attachment sets forth additional terms to the HIPAA Business Associate Addendum, which is part of the Contract between DRCOG and Contractor and is effective upon contract execution. This Attachment may be amended from time to time as provided in Section 10(b) of the Addendum.

1. Additional Permitted Uses. In addition to those purposes set forth in Section 2(a) of the Addendum, Associate may use Protected Information as follows: \_\_\_\_\_  
 None except as otherwise directed in writing by DRCOG  
 \_\_\_\_\_

2. Additional Permitted Disclosures. In addition to those purposes set forth in Section 2(b) of the Addendum, Associate may disclose Protected Information as follows: \_\_\_\_\_  
 None except as otherwise directed in writing by DRCOG  
 \_\_\_\_\_

3. Subcontractor(s). The parties acknowledge that the following subcontractors or agents of Associate shall receive Protected Information in the course of assisting Associate in the performance of its obligations under this Contract: \_\_\_\_\_  
 None except as otherwise directed in writing by DRCOG  
 \_\_\_\_\_  
 \_\_\_\_\_

4. Receipt. Associate's receipt of Protected Information pursuant to this Contract shall be deemed to occur as follows, and Associate's obligations under the Addendum shall commence with respect to such PHI upon such receipt: Upon the effective date of the contract  
 \_\_\_\_\_  
 \_\_\_\_\_

5. Additional Restrictions on Use of Data. CE is a Business Associate of certain other Covered Entities and, pursuant to such obligations of CE, Associate shall comply with the following restrictions on the use and disclosure of Protected Information: \_\_\_\_\_  
 As may be directed in writing by DRCOG or the State  
 \_\_\_\_\_  
 \_\_\_\_\_

6. Additional Terms. [This section may include specifications for disclosure format, method of transmission, use of an intermediary, use of digital signatures or PKI, authentication, additional security of privacy specifications, de-identification or re-identification of data and other additional terms.]  
 None  
 \_\_\_\_\_  
 \_\_\_\_\_

## **EXHIBIT H: E-VERIFY FEDERAL CONTRACTOR RULE EMPLOYMENT ELIGIBILITY VERIFICATION**

### **(a) Definitions. As used in this clause—**

Commercially available off-the-shelf (COTS) item—

- (1) Means any item of supply that is—
  - i. A commercial item (as defined in paragraph (1) of the definition at 2.101);
  - ii. Sold in substantial quantities in the commercial marketplace; and
  - iii. Offered to the Government, without modification, in the same form in which it is sold in the commercial marketplace; and
- (2) Does not include bulk cargo, as defined in section 3 of the Shipping Act of 1984 (46 U.S.C. App. 1702), such as agricultural products and petroleum products. Per 46 CFR 525.1(c)(2), “bulk cargo” means cargo that is loaded and carried in bulk onboard ship without mark or count, in a loose unpackaged form, having homogenous characteristics. Bulk cargo loaded into intermodal equipment, except LASH or Seabee barges, is subject to mark and count and, therefore, ceases to be bulk cargo.

Employee assigned to the contract means an employee who was hired after November 6, 1986, who is directly performing work, in the United States, under a contract that is required to include the clause prescribed at 22.1803. An employee is not considered to be directly performing work under a contract if the employee—

- (1) Normally performs support work, such as indirect or overhead functions; and
- (2) Does not perform any substantial duties applicable to the contract.

Subcontract means any contract, as defined in 2.101, entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract. It includes but is not limited to purchase orders, and changes and modifications to purchase orders.

Subcontractor means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime Contractor or another subcontractor.

United States, as defined in 8 U.S.C. 1101(a)(38), means the 50 States, the District of Columbia, Puerto Rico, Guam, and the U.S. Virgin Islands.

### **(b) Enrollment and verification requirements.**

- (1) If the Contractor is not enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall—
  - i. Enroll. Enroll as a Federal Contractor in the E-Verify program within 30 calendar days of contract award;
  - ii. Verify all new employees. Within 90 calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); and
  - iii. Verify employees assigned to the contract. For each employee assigned to the contract, initiate verification within 90 calendar days after date of enrollment or within 30 calendar days of the employee’s assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section).

- (2) If the Contractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall use E-Verify to initiate verification of employment eligibility of—
- i. All new employees.
    - (A) Enrolled 90 calendar days or more. The Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or
    - (B) Enrolled less than 90 calendar days. Within 90 calendar days after enrollment as a Federal Contractor in E-Verify, the Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or
  - ii. Employees assigned to the contract. For each employee assigned to the contract, the Contractor shall initiate verification within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section).
- (3) If the Contractor is an institution of higher education (as defined at 20 U.S.C. 1001(a)); a State or local government or the government of a Federally recognized Indian tribe; or a surety performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond, the Contractor may choose to verify only employees assigned to the contract, whether existing employees or new hires. The Contractor shall follow the applicable verification requirements at (b)(1) or (b)(2), respectively, except that any requirement for verification of new employees applies only to new employees assigned to the contract.
- (4) Option to verify employment eligibility of all employees. The Contractor may elect to verify all existing employees hired after November 6, 1986, rather than just those employees assigned to the contract. The Contractor shall initiate verification for each existing employee working in the United States who was hired after November 6, 1986, within 180 calendar days of—
- i. Enrollment in the E-Verify program; or
  - ii. Notification to E-Verify Operations of the Contractor's decision to exercise this option, using the contact information provided in the E-Verify program Memorandum of Understanding (MOU).
- (5) The Contractor shall comply, for the period of performance of this contract, with the requirements of the E-Verify program MOU.
- i. The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Contractor's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Contractor will be referred to a suspension or debarment official.
  - ii. During the period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the Contractor is excused from its obligations under paragraph (b) of this clause. If the suspension or debarment official determines not to suspend or debar the Contractor, then the Contractor must reenroll in E-Verify.



**(c) Web site.** Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

**(d) Individuals previously verified.** The Contractor is not required by this clause to perform additional employment verification using E-Verify for any employee—

- (1) Whose employment eligibility was previously verified by the Contractor through the E-Verify program;
- (2) Who has been granted and holds an active U.S. Government security clearance for access to confidential, secret, or top secret information in accordance with the National Industrial Security Program Operating Manual; or
- (3) Who has undergone a completed background investigation and been issued credentials pursuant to Homeland Security Presidential Directive (HSPD)-12, Policy for a Common Identification Standard for Federal Employees and Contractors.

**(e) Subcontracts.** The Contractor shall include the requirements of this clause, including this paragraph (e) (appropriately modified for identification of the parties), in each subcontract that—

- (1) Is for—(i) Commercial or noncommercial services (except for commercial services that are part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item); or (ii) Construction;
- (2) Has a value of more than \$3,000; and
- (3) Includes work performed in the United States.

ATTACHMENT A



ACH Payment Request Form

\*Email request to: [Accountspayable@drcog.org](mailto:Accountspayable@drcog.org)

Section 1 Your Company Information:

Company Name: \_\_\_\_\_ FED ID: \_\_\_\_\_  
Requested by: \_\_\_\_\_ Telephone Number: \_\_\_\_\_

Email address(s) (this is for payment notifications): \_\_\_\_\_  
\_\_\_\_\_

Section 2 Bank Information\*:

Name of Financial Institution: \_\_\_\_\_  
Routing Number: \_\_\_\_\_  
Account Number: \_\_\_\_\_

**ACH Information:** By submitting this form, you authorize DRCOG to initiate ACH transactions to the account noted above.

**\*Please include a voided check or official bank letter with this form.**

For Internal Use Only

Input in GP: \_\_\_\_\_  
Prenote completed: \_\_\_\_\_ Verified by: \_\_\_\_\_

**EXHIBIT 3 - Authorization for Release of Information to DOUGLAS COUNTY**

**EXHIBIT 3**  
**Authorization for Release of Information to**  
**DOUGLAS COUNTY**

**Applicant Name (printed):** \_\_\_\_\_

In an effort to better serve applicants requesting our services, we are requesting your consent to disclose certain information you provide to us, which may include personally identifying information or protected health information. Your consent to the disclosure and use of any such protected information is voluntary, and you are not required to consent to the use or disclosure of such information. If you choose not to consent to the disclosure and use of your information, you may still be eligible for certain services but Douglas County may not be able to provide grant funds to assist you in paying for those services.

**What Disclosure You Are Authorizing**

Federal and/or state law may prohibit the disclosure of protected information you have provided absent express written consent. By signing this Authorization for Release of Information, you are providing express written consent to the disclosure of your information as described in this form.

By signing this form, you consent to the disclosure of your information to Douglas County and any agencies to whom Douglas County is obligated to provide such information for purposes of reporting activity to funding agencies. You agree to the release of information such as name; date of birth; partial social security number; address and contact information; gender; income; prescription history; and the fact of certain medical and/or mental health conditions. We DO NOT track or disclose information regarding your HIV or STD status or patient records regarding substance use.

**Important Information About Your Consent**

Please be aware that the information disclosed based on this authorization may be redisclosed by a recipient and no longer protected by federal or state privacy laws. Not all persons or entities are required to comply with these laws. By signing this form, you release Douglas County from any, and all, liability arising out of or related to the disclosure of information permitted in this form.

**Termination of Consent**

This consent may be terminated at any time by providing written notice to *[insert agency name]* by email at *[insert agency email address]* or by delivering a written termination of consent to *[insert agency address]*. This consent will automatically expire 90 days after assistance or services cease if consent was not previously terminated. Upon receipt of a written termination or expiration of this consent, information may continue to be used and disclosed only to the extent required for reporting purposes for any previously administered services for up to \_\_\_\_\_ days.

**Acknowledgment: By signing this form, I acknowledge that I have read this form and voluntarily agree to its terms.**

Printed Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Name of agency collecting this Authorization:**

\_\_\_\_\_

**EXHIBIT 4 – DOUGLAS COUNTY Community Services System of Care  
User Confidentiality Agreement**

**EXHIBIT 4**  
**DOUGLAS COUNTY COMMUNITY SERVICES SYSTEM OF CARE**  
**User Confidentiality Agreement**

In an effort to hold a high standard of data stewardship, I, the undersigned user of the Douglas County Community Services System of Care Data System, herein referred to as “the System,” acknowledge that I have been informed and am aware of the confidential nature of the information provided and accessible to me through my use of the System.

I am advised and aware that:

1. Any information received directly from a resident, though a reports and/or stored record shall be confidential.
2. Information may only be shared with an agency, organization or individual for whom consent has been obtained through a signed Authorization for Release of Information by the resident.
3. Nothing in this agreement shall prevent me from commenting publicly about general trends, concerns or aggregate de-identifiable data.
4. Exceptions to this confidentiality agreement will be made as required by state law as it pertains to the mandatory reporting of abuse and neglect of children and at-risk adults.
5. Douglas County will not indemnify me, defend me, or contribute financially to my defense should civil or criminal claims be made against me if I choose to speak publicly concerning information obtained through the System.
6. Any breach of this agreement, including the unauthorized release of confidential information, may be punishable by law, subject me to discipline by my employer and/or result in my removal from future participation in the System.

Printed Name \_\_\_\_\_

Date \_\_\_\_\_

Signature \_\_\_\_\_

Agency \_\_\_\_\_

**EXHIBIT 5 – DOUGLAS COUNTY Community Services Partners  
Data Security Procedures**

## **EXHIBIT 5**

### **Data Security Procedures**

#### **Security Best Practices**

The Douglas County Cyber Security Team advises all users of the System to practice the following procedures to the best of their organization's ability.

##### **Personal**

- Only authorized users will be permitted access to the Douglas County Community Services System (System).
- All authorized users will be required to sign a confidentiality agreement.
- No data accessed from the System will be shared with non-authorized personnel, including physical copies.
- Keep aware of new cyber security threats and devise education and training to defend against them.
- Be wary and report any attempts to gather data by non-authorized parties, either through social engineering, phishing emails, or other means, to Community Services program staff contact.
- Report any additional incidents to Douglas County program staff.

##### **Technical**

- Computers and other devices used to access the System at the agency or by the agency authorized users will have anti-virus and/or advanced malware detection which is run at regular intervals.
- Keep all systems up-to-date with current software patching (Windows Updates, application patches, appliance firmware, drivers, etc).
- Do not save any sensitive, private, or personal data locally outside of the application.
- Control physical access to computers that have authorized access to the System.
- Never share a password with any person or save a password locally; and if a password needs reset, the user will contact the designated Douglas County employee for assistance.

##### **Roles and Access**

Each organization should create an internal policy that defines what personnel roles will have access to the System, who participates in those roles and periodically audit these roles.

##### **Incident Reporting**

In the event of an incident, all relevant information must be relayed as early as possible to the Douglas County Department of Community Development. Douglas County has an obligation to report data breaches within a statutory deadline.

The following are examples (but not an exhaustive list) of incidents:

- Unauthorized user accesses the system
- Computer that accesses constituent data is compromised by ransomware or virus
- Repeated phishing attempts at authorized personnel
- Social engineering or impersonation attempt to gain access to the system
- Unknown external media (usb, etc) is used on computers that accesses the System
- Computer previously used to access the system is removed through theft or unknown loss
- Unknown performance problems on any computer used to access the System

Partners should feel confident to contact [CRSgrants@douglas.co.us](mailto:CRSgrants@douglas.co.us) to leverage Douglas County cyber security professional expertise in the identification of potential incidents are other educational correspondence.



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www.douglas.co.us

**MEETING DATE:** July 8, 2025

**STAFF PERSON RESPONSIBLE:** Jennifer D'Ambrosio, Community Programs Coordinator

**DESCRIPTION:** Subgrantee Agreement for Older Adult Homemaker and Personal Care Services Between Douglas County and Visiting Angels in the Amount of \$115,138.00.

**SUMMARY:** This request is for approval of the subgrantee agreement for older adult homemaker and personal care services between Douglas County and Three Bears Capital Corp dba Visiting Angels in the amount of \$115,138. This subgrantee agreement will provide a total of 2,503 hours of services to older adults in Douglas County. The term of the agreement is July 2025 through June 2026.

**RECOMMENDED ACTION:** Staff recommends approval of the subgrantee agreement for older adult homemaker and personal care services between Douglas County and Visiting Angels in the amount of \$115,138.

**REVIEW:**

Jennifer Eby	Delegated	6/25/2025
Rand Clark	Approve	6/25/2025
Jeff Garcia	Approve	6/30/2025
Andrew Copland	Approve	6/30/2025
Doug DeBord	Approve	7/1/2025
Jennifer Eby - FYI	Notified - FYI	7/1/2025

**ATTACHMENTS:**

VA 25-26 Staff Report

## Subgrantee Agreement Staff Report

**Date:** June 24, 2025

**To:** Douglas County Board of County Commissioners

**Through:** Douglas J. DeBord, County Manager

**From:** Jennifer L. Eby, AICP, Director of Community Services

**CC:** Jennifer A. D'Ambrosio, Community Programs Coordinator  
Allison E. Cutting, Supervisor, Community Services  
Rand M. Clark, CCAP, NCRT, Assistant Director of Community Services

**Subject:** **Subgrantee agreement for older adult homemaker and personal care services between Douglas County and Visiting Angels in the amount of \$115,138.**

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**Board of County Commissioners' Business Meeting**

**July 8, 2025 @ 1:30 p.m.**

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### **I. EXECUTIVE SUMMARY**

This request is for approval of the subgrantee agreement for older adult homemaker and personal care services between Douglas County and Three Bears Capital Corp dba Visiting Angels in the amount of \$115,138. This subgrantee agreement will provide a total of 2,503 hours of services to older adults in Douglas County. The term of the agreement is July 2025 through June 2026.

### **II. REQUEST**

Staff recommends approval of the subgrantee agreement for older adult homemaker and personal care services between Douglas County and Visiting Angels in the amount of \$115,138.

### **III. BACKGROUND**

On June 10, 2025, the Board of County Commissioners (BCC) approved Amendment No. 1 of the Denver Regional Council of Governments (DRCOG) Older Americans Act (OAA) contract EX24015 for older adult services and assisted transportation from July 2025 through June 2026.

Douglas County subgrants funds to local providers who request support through a competitive application process for a two-year period. Visiting Angels applied to receive DRCOG homemaker and personal care service funding through the County's 2024 joint application process. Visiting Angels is a current Douglas County community partner who uses DRCOG grant funds to provide homemaker and personal care services at no cost to residents in need.

### **IV. DISCUSSION**

Community-based personal care and homemaker services provide opportunities for residents to remain in their own homes and contribute to a resident's overall quality of life. Older adults who meet the requirements for in-home services are eligible to receive homemaker and personal care assistance. This subgrantee agreement will provide 1,350 hours of homemaker services and 1,153 hours of personal care services to eligible Douglas County residents.

Service	Units	Amount
Homemaker	1,350	\$ 62,100
Personal Care	1,153	\$ 53,038
<b>Total:</b>	<b>2,503</b>	<b>\$ 115,138</b>

## V. RECOMMENDED ACTION

Staff recommends approval of the subgrantee agreement for older adult homemaker and personal care services between Douglas County and Visiting Angels in the amount of \$115,138 as it complies with all federal, state, and County approval standards and policies.

<b>ATTACHMENTS</b>	<b>PAGE</b>
Subgrantee Agreement VA Homemaker and Personal Care Services .....	3

**SUBGRANTEE AGREEMENT  
VA HOMEMAKER AND PERSONAL CARE SERVICES**

<b>Project Title</b> VA Homemaker and Personal Care Services	<b>Agreement Number</b> VAHMKRPC2526		
<b>Grantee</b> Three Bears Capital Corp (TBC) dba Visiting Angels (VA)	<b>Agreement Performance Beginning Date</b> July 1, 2025		
<b>Grantee Unique Entity ID:</b> KKA9PKQPKL13	<b>Agreement Performance Expiration Date</b> June 30, 2026		
<b>Grant Maximum Amount:</b> \$115,138.00	<b>CFDA Number:</b> N/A		
<b>Agreement Purpose</b> The purpose of this agreement is to improve homemaker and personal care options for vulnerable seniors age 60 and older in all parts of Douglas County.			
<b>Exhibits and Order of Precedence</b> The following Exhibits and attachments are included with this Agreement: <ol style="list-style-type: none"> <li>1. Exhibit 1, Scope of Work and Conditions</li> <li>2. Exhibit 2, Amended Contract EX24015</li> <li>3. Exhibit 3, Release of Information</li> <li>4. Exhibit 4, Generic Confidentiality Agreement</li> <li>5. Exhibit 5, Data Security Procedures</li> </ol> <p>In the event of a conflict or inconsistency between this Agreement and any Exhibit or attachment, such conflict or inconsistency shall be resolved by reference to the documents in the following order of priority:</p> <ol style="list-style-type: none"> <li>1. The provisions of the other sections of the main body of this Agreement</li> <li>2. Exhibit 1, Scope of Work and Conditions</li> <li>3. Executed Option Letters (if any)</li> </ol>			
<b>Principal Representatives:</b> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; vertical-align: top;"> <b>For Douglas County:</b>            Jennifer D'Ambrosio            100 Third Street            Castle Rock, CO 80104            CRSgrants@douglas.co.us         </td> <td style="width: 50%; vertical-align: top;"> <b>For Grantee:</b>            Erik Reynolds            26 W. Dry Creek Cir., Ste. 210            Littleton, CO 80120            eriksreyn@gmail.com         </td> </tr> </table>		<b>For Douglas County:</b> Jennifer D'Ambrosio 100 Third Street Castle Rock, CO 80104 CRSgrants@douglas.co.us	<b>For Grantee:</b> Erik Reynolds 26 W. Dry Creek Cir., Ste. 210 Littleton, CO 80120 eriksreyn@gmail.com
<b>For Douglas County:</b> Jennifer D'Ambrosio 100 Third Street Castle Rock, CO 80104 CRSgrants@douglas.co.us	<b>For Grantee:</b> Erik Reynolds 26 W. Dry Creek Cir., Ste. 210 Littleton, CO 80120 eriksreyn@gmail.com		

THIS SUB GRANTEE AGREEMENT (“Agreement”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2025, by and between **THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS, STATE OF COLORADO** (“County”) and **THREE BEARS CAPITAL CORP. DBA VISITING ANGELS**, a corporation authorized to do business in Colorado (“Sub Grantee”), each acting by and through its duly authorized officers. The County and the Sub Grantee hereinafter collectively referred to as the “Parties” and individually to as a “Party.”

**WHEREAS:**

1. The County, acting in its role as grantee for funding under Title III of the Older Americans’ Act (OAA), the State of Colorado Funding for Senior Services (SFSS), and American Rescue Plan Act Funding (ARPA) grant awarded by the Denver Regional Council of Governments (DRCOG), is able to receive and dispense federal and state funds upon reimbursement from DRCOG.
2. Consistent with DRCOG procedural requirements, the County submitted an application for local older adult personal care services funding assistance.
3. The County and DRCOG entered into amended contract EX24015. Douglas County received a total grant award of \$792,516.00 (\$704,422.00 in OAA, SFSS, and/or ARPA grant funds and \$88,094.00 in match funds) for homemaker and personal care services for older adults and will use a maximum amount of **\$115,138.00** on behalf of the subgrantee. This Agreement is intended to memorialize the terms under which the Sub Grantee is to receive the DRCOG grant funds.

**NOW, THEREFORE**, the County and the Sub Grantee agree as follows:

**I. SCOPE OF WORK; APPROVED BUDGET; AND PROVISIONS**

**1.01 Scope of Work.** The Sub Grantee agrees to perform and complete the Scope of Work and Conditions specified in **Exhibit 1** (“Scope of Work”), attached hereto and incorporated herein, in accordance with the terms and conditions of this Agreement and in accordance with all the terms and conditions contained in **Exhibit 2** (Amended Contract EX24015 (“DRCOG Contract”)), attached hereto and incorporated herein. Such terms and conditions include, but are not limited to, all supplemental terms and conditions set forth in Exhibit B to the DRCOG Contract, which are incorporated herein. In the event any provisions contained in this Agreement and/or the Scope of Work conflict with the terms of the DRCOG Contract, the DRCOG Contract shall be controlling. The Scope of Work describes the activities to be completed by the Sub Grantee and includes milestones and completion dates. All Scope of Work activities must be consistent with the approved Scope of Work, including the budget. Any proposed change in the Scope of Work must be submitted to the County’s Project Manager for written approval. A change in

the Scope of Work is not effective until the Sub Grantee receives written approval from the County.

**1.02 Approved Budget.** The Sub Grantee agrees to complete the Scope of Work in accordance with the approved budget set forth in **Exhibit 1**.

**1.03 Provisions.** The Sub Grantee agrees to comply with all provisions in this Agreement including all exhibits.

## **II. AUTHORIZED USE OF GRANT FUNDS; ELIGIBILITY OF COSTS**

**2.01 Authorized Use of Grant Funds.** The Sub Grantee is only authorized to use the grant funds awarded under this Agreement for cost directly incurred for the Scope of Work activities during the Project Activity Period as specified in **Exhibit 1**. The Sub Grantee shall administer services funded through this Agreement in accordance with the Older Americans Act; all applicable provisions of the Colorado Revised States; 12 CCR 2510-1, Older Americans Act (OAA) Programs (Rule Manual Volume 10); Colorado Department of Human Services, Division of Aging and Adult Services, State Unit on Aging (SUA) Policy and Procedures Manual; and the DRCOG Contract Management Manual, as may be amended from time to time. Sub Grantee is subject to all provisions of DRCOG's contract with CDHS.

**2.02 Eligibility of Costs.** All expenses are subject to DRCOG regulations including, but not limited to:

- All applicable provisions of 2 CFR part 200, 2 CFR part 300 and 45 CFR part 74 and 45 CFR, Part 92 regarding uniform requirements for the administration of Department of Health and Humans Services (HHS) grants and principles for determining costs applicable to activities assisted by HHS grants.

All expenses are also subject to the provisions outlined in the DRCOG Contract.

## **III. AWARD AMOUNT, MATCH, AND PAYMENT**

**3.01 Project Amount.** The total budget of this Scope of Work is **\$115,138.00**.

**3.02 Maximum Grant Amount.** The County awards to the Sub Grantee a grant of **\$115,138.00**. ("Maximum Grant Amount") to complete approximately **1,350 units (hours) of homemaker services and 1,153 units (hours) of personal care services** as outlined in the Scope of Work. In no event will the County's obligation under this Agreement be more than the Maximum Grant

Amount. The County shall bear no responsibility for cost overruns that may be incurred by the Sub Grantee in the performance of the Scope of Work.

**3.03 Local Match.** A local match from the County is required for this operating grant. This requirement will be covered through the County's general fund budget. The local match shall not increase the Maximum Grant Amount.

**3.04 Reimbursement Contingent Upon the Availability of the Local Match.**

Reimbursement is subject to and contingent upon the continuing availability of the required local match. The parties hereto expressly recognize that the Sub Grantee is to be paid, reimbursed, or otherwise compensated with funds provided to the County by DRCOG that are contingent upon the availability of the required local match. If, for whatever reason, the local match is insufficient, the County is only required to reimburse the Sub Grantee from such funds or any part thereof that are received from DRCOG based on the local match provided.

**3.05 Reimbursement.** Expenses will be reimbursed by the County for 100 percent of all eligible costs which have been paid to the County by DRCOG. Invoiced expenditures with all required documentation must be submitted to the Project Manager no later than the fifth day of the following month in order to be reimbursed for expenses from the previous month. Sub Grantees must use the approved forms and submit all required documentation as specified.

Sub Grantees shall submit any additional data or other information requested by the County to support the Sub Grantee's reimbursement request and shall submit any additional data or information that may be required by the federal government for reporting to DRCOG and the State of Colorado.

Upon the County's review and approval of the Sub Grantee's reimbursement request, the County will distribute to the Sub Grantee the approved reimbursement amount. The County may deny part, or all, of any reimbursement request if it believes that it is not a supportable Scope of Work expense. No reimbursement will be made which would cause the distribution of grant funds to exceed, cumulatively, such payment limits in Section 3.02. The County may withhold payment if the Sub Grantee is not current in its reporting requirements under Article V. Distribution of any funds or approval of any report is not to be construed as a County waiver of any Sub Grantee noncompliance with this Agreement.

**3.06 Repayment of Unauthorized Use of Grant Funds.** Upon a finding by the County that the Sub Grantee has made unauthorized or undocumented use of grant funds, and upon a demand for repayment issued by the County, the Sub Grantee agrees to promptly repay such amounts to the County.

**3.07 Reversion of Unexpended Grant Funds.** All funds granted by the County under this Agreement that have not been expended for Scope of Work activities taking place during the Project Activity Period, as defined in Section 6.01 below, shall revert back to DRCOG. Sub Grantee must meet the timeframes outlined in the County's agreement with DRCOG.

**3.08 Grant Contingent upon State or Federal Funding.** This Agreement is subject to and contingent upon the continuing availability of State Older Coloradoan's funds, or Federal Older Americans' Act funds for the purposes thereof. The parties hereto expressly recognize that the Sub Grantee is to be paid, reimbursed, or otherwise compensated with funds provided to the County by DRCOG. DRCOG receives these funds from the State of Colorado, State Funding for Senior Services, or the Federal Older Americans' Act, and therefore, the Sub Grantee expressly understands and agrees that all its right, demands, and claims to compensation arising under this Agreement are contingent upon receipt of such funds from DRCOG. In the event that such funds or any part thereof are not received from DRCOG, the County may immediately terminate this Agreement without liability, including liability for termination costs.

#### **IV. ACCOUNTING AND RECORDKEEPING REQUIREMENTS**

**4.01 Documentation of Scope of Work Costs.** All Scope of Work expenses must be supported by proper documentation, including properly executed payrolls, effort reporting or time records, invoices, contracts, receipts for expenses, or vouchers, evidencing in detail the nature and propriety of the charges.

**4.02 Establishment and Maintenance of Scope of Work Information.** The Sub Grantee agrees to establish and maintain accurate, detailed, and complete separate books, accounts, financial records, documentation, and other evidence relating to (a) Sub Grantee's performance under this Agreement, and (b) the receipt and expenditure of all grant funds and the Sub Grantee's match documentation (if required) under this Agreement. The Sub Grantee shall establish and maintain all such information in accordance with generally accepted accounting principles and practices and shall remain intact all Scope of Work information until the latest of:

- A.** Six (6) years following the term of this Agreement; or
- B.** If any litigation, claim, or audit is commenced during either such period, when all such litigation claims or audits have been resolved.

**4.03 Compliance with HB 18-1128.** Sub Grantee shall comply with the applicable provisions of House Bill 18-1128 Concerning Strengthening Protections for Consumer Data Privacy, including any updates or amendments thereto. Compliance shall include, without limitation,



compliance with all required procedures set forth in subpart F of the Scope of Work attached hereto. Sub Grantee shall be a “Third-Party Service Provider” as defined in C.R.S. § 24-73-103(1)(i), shall maintain security procedures and practices consistent with C.R.S. § 24-73-101, *et seq.*, and has a statutory duty to notify and cooperate with the County in the event of a security breach that compromises personally identifiable information (PII), which means any information maintained about an individual that can be used to distinguish or trace an individual’s identity, including but not limited to name; social security number; date and place of birth; mother’s maiden name; biometric records; other information linked or linkable to an individual such as medical, educational, financial and employment information; and any other information encompassed in C.R.S. § 24-72-501.

**4.04 Audit Requirements.** The Contractor shall ensure that an annual independent audit is conducted of the Contractor's financial records in accordance with the requirements of Title II Part 200 of the Code of Federal Regulations, which supersedes Office of Management and Budget (OMB) Circular A-133. The Contractor shall, upon request, make a copy of the audit available for review by DRCOG and/or SUA. All activities and costs charged under this Contract shall be in accordance with the provisions of the Older Americans Act, Colorado Revised Statutes, Rule Manual Volume 10 and the SUA Policy and Procedure Manual, as from time to time amended, including but not limited to compliance with cost principles set forth in: Title II Part 200 of the Code of Federal Regulations and Government Audit Standards regardless of the amount of Federal funding the Contractor receives. Federal Acquisition Regulations at 48 C.F.R. Part 31.2 shall also apply when applicable. Should an audit or other financial review disallow any reimbursed costs, the disallowed funds shall be returned to DRCOG or, in DRCOG’s discretion and to the extent permitted by Federal and State law and regulations, offset against current or future payments to Contractor. Failure to fulfill these audit obligations is a breach of this Contract and will subject Contractor to all remedies available herein and at law, including all funds being due and payable back to DRCOG.

**4.05** The Sub Grantee agrees to provide the Project Manager with a report of all audits performed.

## **V. REPORTING AND MONITORING REQUIREMENTS**

**5.01 Progress Reports.** The Sub Grantee shall provide information about its progress in the Monthly Reimbursement Request forms it submits to the Project Manager. These reports shall include personal care units of service information from customer surveys, and copies of marketing materials, as applicable. The Sub Grantee shall provide applicable details and information including: data, explanations, descriptions, copies, and sample documents of

milestone activities. If there is more than a ten percent deviation from the numbers listed in the milestones in the Scope of Work (**Exhibit 1**), an explanation for that deviation to the progress report(s) shall be added. Progress and change over time shall be evaluated and reported.

A template report form and/or access to the County's electronic data system shall be provided by Douglas County. The Sub Grantee must use the template(s) and electronic format provided for its reports. The Sub Grantee must also submit to the County any other forms and documentation related to the grant that the County requests. The County will furnish electronic copies of all template report forms to be completed and submitted.

**5.02 Contents of Reports; Copies.** The Sub Grantee agrees to report completely and to provide the County with any additional or follow-up information as may be requested by the County.

**5.03 Other Monitoring Activities.** To assist the County in monitoring compliance with this Agreement, the Sub Grantee agrees to attend regularly scheduled Sub Grantee meetings as requested by the County and to permit site visits by County staff during business hours, upon reasonable notice. The Sub Grantee agrees to submit to the County a copy of any promotional information regarding the Scope of Work disseminated by the Sub Grantee during the term of this Agreement.

**5.04 Changed Conditions.** The Sub Grantee shall use due diligence to achieve the milestones set forth in the Scope of Work. The Sub Grantee agrees to notify the County immediately of any development that has or will have a significant impact on performance of the Scope of Work, including, but not limited to, any problems, delays, or adverse conditions that materially impair the ability to meet the objectives of the Scope of Work in accordance with the terms of this Agreement. The notice shall include a statement of action taken or contemplated and any assistance needed to resolve the situation. Additionally, the County will monitor performance on a quarterly basis to ensure milestones are achieved. A ten percent (10%) variance less than or greater than the target will be accepted.

**5.05 Special Reporting Requirements.** The County is required to report to DRCOG regarding Grant Program Activities. Accordingly, the Sub Grantee agrees to provide the County with any additional follow-up information reasonably requested by the County, in order to meet the County's reporting requirements.

## **VI. PROJECT ACTIVITY PERIOD; TERM; TERMINATION**

**6.01 Project Activity Period.** This Project Activity Period will begin on **July 1, 2025, or the date of execution of DRCOG contract, whichever comes later**, and will end on **June 30, 2026**.

**6.02 Term.** The term of this Agreement shall extend from the Effective Date of this Agreement to a date sixty (60) calendar days following the end of the Project Activity Period defined in Section 6.01 to permit close out of this Agreement.

**6.03 Termination by County for Convenience.** The County may terminate this Agreement at any time and for any reason by providing the Sub Grantee written notice of such termination at least thirty (30) calendar days prior to the effective date of such termination. Upon such termination, the Sub Grantee shall be entitled to compensation for Scope of Work activities in accordance with this Agreement which were incurred prior to the effective date of the termination, but not exceeding the limits in Section 3.02.

**6.04 Termination Due to Loss of Funding.** The parties acknowledge and agree that Sub Grantee is to be paid, reimbursed or otherwise compensated for the services set forth herein with funds provided to the County by DRCOG. Sub Grantee expressly understands and agrees that all its rights, demands, and claims to compensation arising under this Agreement are contingent upon the County's receipt of such funds from DRCOG. In the event that such funds, or any part thereof, are not received by the County, the County may immediately terminate this Agreement without liability, including costs for termination.

**6.05 Termination for Noncompliance.** If there has been a material failure to comply with the provisions of this Agreement by either party (a "breach"), the other party may terminate this Agreement after seven (7) calendar days' written notice to the party in breach if such breach is not cured within the seven (7) day period. A material failure of the Sub Grantee to make reasonable progress toward completion of the Scope of Work without good cause and without providing the notices required by Section 5 constitutes a breach. At the County's option, the County may withhold payment of invoices during any period in which the Sub Grantee is noncompliant with this Agreement. If the County finds that the Sub Grantee's noncompliance is willful and unreasonable, the County may terminate or rescind this Agreement and require the Sub Grantee to repay the grant funds in full or in a portion determined by the County, except that Sub Grantee shall not be required to repay funds that the County has reviewed, approved, and distributed except as provided for in Sections 3.05 and 3.06.

**6.06 Effect of Scope of Work Closeout or Termination.** The Sub Grantee agrees that Scope of Work closeout or termination of this Agreement does not invalidate continuing obligations imposed on the Sub Grantee by this Agreement. Project closeout or termination of this Agreement does not alter the County's authority to disallow costs and recover funds based on a later audit or other review, and does not alter the Sub Grantee's obligation to return

any funds due to the County as a result of later refunds, corrections, or other transactions.

## **VII. CONTACT PERSONS; PROJECT MANAGER**

**7.01 Contact Persons.** The authorized persons for receipt notices, reports, invoices, and approvals under this Agreement are the following:

**The County:**

Name: Jennifer D'Ambrosio  
Title: Community Programs Coordinator  
Mailing Address: 100 Third Street  
Castle Rock, CO 80104  
Phone: 303-660-7460  
Email: crsgrants@douglas.co.us

**The Sub Grantee:**

Name: Erik Reynolds  
Title: Owner  
Mailing Address: 26 W. Dry Creek Cir., Ste. 210  
Littleton, CO 80120  
Phone: 303-625-3736  
Email: eriksreyn@gmail.com

or such other person as may be designated in writing for itself by either party.

**7.02 County's Project Manager.** The County's Project Manager for purposes of administration of this Agreement is the person listed for the County in Section 7.01, or such other person as may be designated in writing by the County. However, nothing in this Agreement will be deemed to authorize the Project Manager to execute amendments to this Agreement on behalf of the County.

**7.03 Sub Grantee Project Manager.** The Sub Grantee's Project Manager for purposes of administration of this Agreement is the person listed for the Sub Grantee in Section 7.01, or such person as may be designated in writing by the Sub Grantee. However, nothing in this Agreement will be deemed to authorize the Project Manager to execute amendments to this Agreement on the behalf of the Sub Grantee unless otherwise noted.

**7.04 Notice.** Notice to any party under this Agreement shall be made in writing, addressed as set forth above, and shall be delivered personally during normal business hours, or by prepaid first-class U.S. mail, e-mail or such other method authorized in writing by the party's Project Manager. Mailed notices

shall be deemed effective upon receipt or three (3) days after the date of mailing, whichever is earlier. Email notices shall be effective upon receipt. The parties may from time to time designate substitute addresses or persons where and to whom such notices are to be mailed or delivered, but such substitutions shall not be effective until actual receipt of written notification.

## **VIII. GENERAL CONDITIONS**

**8.01 Amendments.** The terms of this Agreement may be changed only by mutual agreement of both parties. Such changes shall be effective only upon the execution of written amendments signed by authorized officers of the parties to this Agreement.

**8.02 Assignment and Sub Grants.** The Sub Grantee shall not assign, sub grant, sublet, or transfer any Scope of Work activities without receiving express written consent of the County. Any attempt at assignment, sub granting, subletting, or transferring without such consent shall be void. Activities listed in the Scope of Work shall constitute written consent by the County. Any assignment, sub grant, sublet, or transfer by the Sub Grantee shall be subject to compliance with all terms and conditions of this Agreement including Exhibits 1 and 2.

**8.03 Liability.** The parties expressly agree that they do not contractually waive any limitations on liability or other immunities or defenses available to them by statute or common law, or activities undertaken pursuant to this Agreement. The Parties understand and agree that the County, its commissioners, officials, officers, directors, agents, and employees, are relying on, and do not waive or intend to waive by any provisions of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101 through 120, or otherwise available to the County.

**8.04 Relationship of the Parties.** Nothing in this Agreement is intended or should be construed in any matter as creating or establishing the relationship of co-partners or a joint venture between the Sub Grantee and the County, nor creating third party beneficiary rights against the County or Sub Grantee, including but not limited to, Sub Grantee's contractors or subcontractors.

**8.05 Indemnification.** The Sub Grantee assumes liability for and agrees to defend, indemnify, and hold harmless the County, its officers, employees, agents, residents, and tax payers from and against all losses, damages, expenses, liability, claims, suits, or demands, including, without limitation, attorney's fees, arising out of, resulting from this Agreement, or relating to the performance of the Scope of Work by the Sub Grantee or Sub Grantee employees, agents, or contractors. In addition, the Sub Grantee shall comply

with all indemnification and insurance requirements set forth in Exhibit D to the DRCOG Contract. If Sub Grantee is served with a pleading or other document in connection with an action before a court or administrative decision-making body, and such pleading or document relates to this Agreement or may affect Sub Grantee's ability to perform its obligations under this Agreement, Sub Grantee shall, within 3 days after being served, provide notice to the County of such action and deliver copies of such pleading or document to the County/

**8.06 Acknowledgement.** The Sub Grantee shall appropriately acknowledge the support received under "the Older Americans Act" in any promotional materials, reports, and publications relating to the Scope of Work.

**8.07 Jurisdiction, Venue, and Applicable Law.** Venue for all legal proceedings arising out of this Agreement, or breach of this Agreement, shall be in state or federal court with competent jurisdiction in Douglas County, Colorado. All matters relating to the performance of this Agreement shall be controlled by and determined in accordance with the laws of the State of Colorado.

**8.08 Conflict.** In the event that any provisions contained herein conflicts with those in Exhibit 2, provisions in Exhibit 2 shall prevail.

**8.09 Extension of Provisions.** All provisions herein contained, including the benefits and burdens, shall extend to be binding upon the Sub Grantee, its heirs, legal representations, successors, and assigns.

**8.10 Complete Integration.** This Agreement, including all Exhibits attached hereto, represents the complete integration of all understandings between the parties and all prior representations and understandings, oral or written, are merged herein.

## **IX. GENERAL REQUIREMENTS**

**9.01 Incorporation of Specific Requirements.** Specifically, and without limitation, the Sub Grantee agrees to comply with all requirements set forth in Exhibit 2, including all exhibits thereto. By signing this Agreement, the Sub Grantee certifies that it has received and reviewed Exhibit 2 and agrees to comply with all provisions set forth therein.

**9.02 Integrity Certification.** By signing this Agreement, the Sub Grantee certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any federal department or agency. The Sub Grantee further certifies it has no unpaid federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner

pursuant to an agreement with the authority responsible for collecting the tax liability. This certification is a material representation of fact upon which the County relies in entering this Agreement. If it is later determined that the Sub Grantee knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. The Sub Grantee shall provide to the County immediate written notice if at any time the Sub Grantee learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

**9.03 Prohibition Against Workers without Authorization.** Sub Grantee hereby certifies that it does not and shall not knowingly employ or contract workers without Authorization. By signing this Agreement, Sub Grantee represents and warrants that it will comply with all requirements regarding the same set forth in the DRCOG Contract, including but not limited to those set forth in Sections 2 - 4 of Exhibit B to the DRCOG Contract and Exhibit H to the DRCOG Contract, all of which are expressly adopted and incorporated herein.

**9.04 Equal Employment Opportunity.** Sub Grantee agrees to comply with all applicable federal laws, regulations, and orders regarding “Equal Employment Opportunity”, as may be amended from time to time, and to execute such provisions as are required under Exhibit C to the DRCOG Contract attached hereto.

Sub Grantee shall comply with the appropriate areas of the Americans with Disabilities Act of 1990, as amended, and any other applicable federal, state or local laws and regulations.

The parties adopt and incorporate the requirements of 41 CFR § 60-1.4(a) and 29 CFR § 471, Appendix A to Subpart A, if applicable.

Sub Grantee shall comply with all applicable requirements of 41 CFR 60-300.5(a) and 41 CFR 60-741.5(a). These regulations prohibit discrimination against qualified protected veterans and qualified individuals with disabilities and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans and qualified individuals with disabilities.

**9.05 No Federal or State Obligation.** This grant is financed by state funds administered by DRCOG. However, payments to the Sub Grantee will be made by the County. Neither the United States nor the State of Colorado is a party to this Agreement. No reference in this Agreement to the United States, DRCOG, or any representative of the State or federal government makes the United States or the State of Colorado a party to this Agreement. The Sub

Grantee shall include this clause in any contracts or agreements under this Agreement.

**The remainder of this page intentionally left blank.**



**In witness whereof**, the parties have caused this Agreement to be executed by their duly authorized officers on the dates set forth below. This Agreement is effective upon final execution by both parties.

**THE BOARD OF COUNTY COMMISSIONERS:  
OF THE COUNTY OF DOUGLAS, COLORADO**

\_\_\_\_\_  
**Abe Laydon**  
**Chair, Board of County Commissioners**

**Date:** \_\_\_\_\_

**APPROVED AS TO CONTENT:**

\_\_\_\_\_  
**Hayley Hall**  
**Clerk to the Board**

**Date:** \_\_\_\_\_

\_\_\_\_\_  
**Jennifer L. Eby**  
**Director of Community Services**

**Date:** \_\_\_\_\_

**APPROVED AS TO LEGAL FORM:**

**APPROVED AS TO CONTENT:**

\_\_\_\_\_  
**Arielle Denis**  
**Assistant County Attorney**

**Date:** \_\_\_\_\_

\_\_\_\_\_  
**Douglas J. DeBord**  
**County Manager**

**Date:** \_\_\_\_\_

**APPROVED AS TO FISCAL CONTENT:**

\_\_\_\_\_  
**Andrew Copland**  
**Director of Finance**

**Date:** \_\_\_\_\_

**Three Bears Capital Corp. dba Visiting Angels**  
Sub Grantee

By (Signature)

Title

---

Address

City, State, Zip Code

STATE OF \_\_\_\_\_ )  
 )  
COUNTY OF \_\_\_\_\_ )      ss.

The foregoing instrument was acknowledged before me this \_\_\_\_ day  
of \_\_\_\_\_, \_\_\_\_\_ by \_\_\_\_\_.

(month) (year) (name of Subgrantee signatory)

My commission expires:\_\_\_\_\_

Witness my hand and official seal

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Notary Public

## EXHIBIT 1—Scope of Work and Conditions

### Three Bears Capital Corp. dba Visiting Angels, Douglas County, Denver Regional Council of Governments (DRCOG) Older Adult Homemaker and Personal Care Services Agreement

<b>Grant Year</b>	For the period July 1, 2025, through June 30, 2026
<b>Title of Project</b>	2025/2026 Older Adult Homemaker and Personal Care Services Sub Grantee Agreement between Three Bears Capital Corp. dba Visiting Angels, and Douglas County for services under amended contract EX24015.
<b>Project Description</b>	Homemaker and Personal Care services for older adults.

#### A. Program Description

Sub Grantee is an older adult services program that provides homemaker and personal care services to residents of Douglas County.

#### B. Project Description

This project accomplishes the goal of improving homemaker and personal care options for seniors age 60 and older in all parts of Douglas County. The increase in homemaker and personal care opportunities will be achieved by leveraging funding for current services.

Sub Grantee will provide homemaker and personal care services for seniors through qualified care staff.

Service Definition for Homemaker Services: Assistance to persons who meet the eligibility requirements for in-home services who are unable to perform two or more of the following instrumental activities of daily living: preparing meals, laundry, shopping for personal items, managing money, using the telephone, or doing light housework.

Service Definition for Personal Care Services: Personal assistance, stand-by assistance, supervision, or cues for persons who meet the requirements for in-home services.

#### C. Project Budget

1. The twelve (12) month net cost for this project is estimated to be and will be allocated for the Grant Year as follows:

<b>Projects</b>	
Homemaker Services	<b>\$ 62,100.00</b>
Personal Care Services	<b>\$ 53,038.00</b>
<b>Total</b>	<b>\$ 115,138.00</b>

2. Project costs must not exceed the maximum allowable cost of **\$115,138.00**.
3. Sub Grantee is solely responsible for all costs this project incurs above the amount Douglas County reimburses to Sub Grantee from DRCOG and County match funds for the share of eligible, actual costs. If the final, actual project cost is less than the maximum allowable cost of **\$115,138.00**, the County is not obligated to provide any more of the eligible, actual operational costs.
4. Funds from this grant will pay personal care services on a per-unit basis for adults age 60 and older. One unit of service is defined as one hour of personal care service. Sub Grantee in partnership with the Douglas County Department of Community Development, provides these services.
5. Sub Grantee is responsible for providing monthly reporting on units provided to qualified Douglas County residents under the guidelines of this project. Monthly reports are due to Douglas County no later than the fifth (5<sup>th</sup>) day of each month. If the 5<sup>th</sup> day falls on a weekend or holiday, the monthly report will be due on the prior business day.
6. DRCOG and Douglas County require that the service units detailed by this Agreement are provided throughout the grant year.
  - a. As such, at least forty percent (40%) but no more than sixty percent (60%) of the contracted **homemaker** funds must be spent by December 31, 2025, and seventy percent (70%) but no more than ninety percent (90%) of the contracted **homemaker** funds must be spent by March 31, 2026. All **homemaker** funds must be spent by June 30, 2026.
  - b. As such, at least forty percent (40%) but no more than sixty percent (60%) of the contracted **personal care** funds must be spent by December 31, 2025, and seventy percent (70%) but no more than ninety percent (90%) of the contracted **personal care** funds must be spent by March 31, 2026. All **personal care** funds must be spent by June 30, 2026.

#### **D. Reimbursement Eligibility**

1. Sub Grantee shall submit monthly reimbursement requests, including all related documentation to Douglas County. Requests must be within the limits of Sections C, E and F of this Exhibit and shall otherwise comply with the terms of this Agreement.

#### **E. Project Performance**

1. Sub Grantee shall track and report the number of total clients and other users of these services during the Grant Year.

<b>Project</b>	<b>Total Units to be Provided</b>
Homemaker Services	1,350 hours at \$46.00 per one unit
Personal Care Services	1,153 hours at \$46.00 per one unit

## F. Data Reporting, Sharing, and Confidentiality

1. The County will provide to the Sub Grantee access to its data system or provide a reporting spreadsheet template, through which the Sub Grantee shall capture and report data for all services provided under this Sub Grantee Agreement. The Sub Grantee shall record and report: (i) participant information; (ii) Household information; (iii) Program data; (iv) Service records; and (v) Funding and expenditure records. Be sure to include trip counts, trip costs, demographic information, information from surveys, narrative program questions, and Douglas County approved copies of marketing materials related to the grant program with your monthly reporting.
2. The County and Sub Grantee agree that sharing client data is necessary to meet client needs. Accordingly, the County and the Sub Grantee agree that client data may be shared between the parties, provided, however, that each party shall protect confidential client information as required by state and federal law and this Agreement. Prior to sharing any client information, the Sub Grantee shall obtain an Authorization for Release of Information (“ROI”), in the form included as **Exhibit 3** to this Sub Grantee Agreement or as otherwise approved in writing by the Project Manager, executed by the client which allows the Sub Grantee to share the client's information with the County and any other sub-grantees specified in the ROI form.
3. The Sub Grantee must comply with all applicable provisions of HB 18-1128 regarding “Personal Identifying Information” as defined in C.R.S. § 6-1-713(2)(b) and C.R.S. § 24-73-101(4)(b) and to “Personal Information” as defined in C.R.S. 24-73-103(1)(g). Personal Identifying Information and Personal Information are referred to collectively herein as “Personal Data.” Compliance shall include, without limitation:
  - i. Adopting and enforcing a written policy governing the destruction of electronic and paper documents containing Personal Data. The written policy must, at a minimum, require that when electronic or paper documents containing Personal Data are no longer needed, such documents will be destroyed by shredding, erasing, or otherwise modifying the Personal Data so as to make it unreadable or indecipherable through any means;
  - ii. Implementing and maintaining reasonable security procedures designed to protect Personal Data from unauthorized access, use, modification, disclosure, or destruction. Such procedures must be appropriate in light of the nature of the Personal Data that is provided to the partner and the nature and size of the partner’s business and operations;
  - iii. Providing immediate written notification to the Project Manager; in the event the partner becomes aware that an unauthorized acquisition of Personal Data compromising the security, confidentiality or integrity of the Personal Data (hereinafter, a “Security Breach”) has or may have occurred. The partner shall promptly and in good faith conduct an investigation to determine the likelihood that Personal Data has been or will be misused and shall coordinate with and promptly report the results of such investigation to the Project Manager; [crsgrants@douglas.co.us](mailto:crsgrants@douglas.co.us) as requested;

- iv. Providing prompt written notification to affected Colorado residents, but in no event later than thirty (30) days after the date of determination that a Security Breach occurred, in accordance with the provisions of House Bill 18-1128; and
  - v. To the extent applicable, requiring any third-party service providers, as defined in C.R.S. § 6-1-716(i) and C.R.S. § 24-73-103, to implement and maintain reasonable security procedures and practices appropriate to the nature of the Personal Data disclosed to the third-party service provider and reasonably designed to help protect the Personal Data from unauthorized access, use, modification, disclosure or destruction.
4. In order to help protect client Personal Data from unauthorized access, use, modification, disclosure, or destruction, the Sub Grantee shall: (i) have and enforce a written policy outlining how Personal Data will be collected, maintained, and protected from inadvertent release; (ii) require and provide training on the protection of Personal Data to anyone with access to client confidential information and/or the County's data system or reporting spreadsheet, including but not limited to employees and volunteers; (iii) require anyone with access to client confidential information and/or the County's data system or reporting spreadsheet to execute an acknowledgment, in the form included as **Exhibit 4** or as otherwise approved in writing by the Project Manager, of their obligation to maintain the confidentiality of Personal Data; and (iv) maintain a secure environment that ensures the confidentiality of Personal Data. Attached as **Exhibit 5** are recommendations for best practices to implement and maintain reasonable security procedures designed to protect Personal Data from unauthorized access, use, modification, disclosure, or destruction.

#### **G. Special Conditions**

1. Sub Grantee may not bill the County under this Agreement until the Agreement is fully executed. No services shall be provided prior to the full execution of the DRCOG Contract.
2. Sub Grantee shall have a valid policy in place to require background checks be conducted for all employees, volunteers, and agents of Sub Grantee providing personal care services. Sub Grantee shall ensure that prior to delivery of services, a records check through the Colorado Bureau of Investigations (CBI) or another background check system that provides information at the same level of detail or higher than the CBI records. Sub Grantee shall ensure that appropriate follow-up of the background check is completed according to the SUA Policy and Procedure Manual Subsection 401.15, and shall ensure that its employees, volunteers, and agents are in compliance with the restrictions of said Subsection. Sub Grantee shall make available all background check results to Douglas County and any agencies to whom Douglas County is obligated to provide such information for purposes of reporting and meeting funding requirements.
3. Sub Grantee shall demonstrate a good faith effort to provide, and certify as applicable, safety-related training for staff, volunteers, and other appropriate personnel.

4. Sub Grantee shall comply with all applicable requirements for establishing and utilizing waiting lists when services are available but cannot be provided to all eligible consumers as set forth in Section 14 of Exhibit B to the DRCOG Contract.
5. Sub Grantee represents and warrants that: (i) it has a consumer complaint/appeal process in place that conforms to all requirements set forth in Section 15 of Exhibit B to the DRCOG Contract; and (ii) it has a process in place to monitor service quality and consumer satisfaction that conforms to all requirements set forth in Section 16 of Exhibit B to the DRCOG Contract.
6. Sub Grantee acknowledges receipt of DRCOG's on-site assessment requirements and shall comply with the on-site assessment requirements.

## **EXHIBIT 2 – Amended Contract EX24015**



**AMENDMENT NO. 1 TO THE CONTRACT BY AND BETWEEN THE**

**DENVER REGIONAL COUNCIL OF GOVERNMENTS**

1001 17<sup>th</sup> Street, Suite 700  
Denver, Colorado 80202

and

**DOUGLAS COUNTY GOVERNMENT**

100 Third Street  
Castle Rock, Colorado 80104

Project Number: 624026, 554026

Contract Number EX24015

**RECITALS**

- A. The parties hereto have entered into a Contract dated July 8, 2024.
- B. A change to the Contract has been mutually agreed upon by the parties hereto.

NOW THEREFORE, the parties hereto mutually agree that the original Contract dated July 8, 2024, is hereby modified and amended in the following respect, to wit:

**TERMS**

- 1. Section 2.0, of the Contract titled, “**Scope of work**” has been replaced in its entirety and attached hereto.
- 2. Section 4.0, of the Contract titled, “**Term**” is amended to read as follows.

The term of this Contract shall commence upon execution and shall terminate on June 30, 2026.

- 3. Section 5.0 has been amended to include the following subsection:

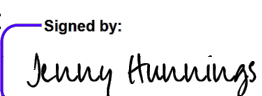
5.4 Contractor shall expend no more than forty percent (40%) of the contracted funds detailed in Section 5.1 prior to September 30 for each service category. If Contractor fails to comply with these limitations, DRCOG may in its sole discretion and in addition to any other remedies it may have, including termination of this Contract, require a corrective action plan and suspend payments under the Contract pursuant to Section B.43.

EXCEPT FOR the modifications and alterations hereinabove specified, the aforesaid Agreement shall remain in full force and effect and without further alteration.

IN WITNESS WHEREOF, the parties have executed this Agreement on the 10<sup>th</sup> 23 day of June, 20 25 and acknowledge that electronic or digital signatures hereto are the legally binding equivalent to handwritten signatures.

**DENVER REGIONAL COUNCIL  
OF GOVERNMENTS**

By:   
\_\_\_\_\_  
Douglas W. Rex  
Executive Director

ATTEST:   
By: \_\_\_\_\_  
Jenny Hunnings  
Director, Administration and Finance

**DOUGLAS COUNTY  
GOVERNMENT**

By:   
\_\_\_\_\_  
Abe Laydon  
Douglas County Commissioners

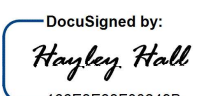
ATTEST:   
By: \_\_\_\_\_  
Hayley Hall  
Clerk to the Board



Exhibit A: Scope of Services

Agency Information

**Organization Name:** Douglas County Government

**Doing Business As:** Department of Community Development

**Address:** 100 Third Street Castle Rock, CO 80104

**Phone:** (303) 814-4302

**Unique Entity ID:** LXE5XEA44AH6

**Organization URL:**  
<https://www.douglas.co.us/>

**Agency Director:** George Teal

**Agency Director Phone:** (303) 660-7401

**Agency Director Email:**  
[BOCC@douglas.co.us](mailto:BOCC@douglas.co.us)

**Approved Indirect Rate w/Base:** NA

**Agency Description:**  
Douglas County's goal is quality of life for all citizens. This includes keeping people safe, ensuring access to resources and services, and supporting the most vulnerable County residents.

**Project Term Date:** July 1, 2025 – June 30, 2026

Primary Contact

**Primary Contact Name:** Jennifer D'Ambrosio

**Primary Contact Email:** jdambrosio@douglas.co.us

**Primary Contact Phone:** (303) 814-4302

Grant General Information

**Title of Proposal:** Douglas County OAA Funding Opportunity - 2025-2026

Purpose

The Denver Regional Council of Governments is contracting with the provider for the services identified in this scope of work. The scope of work is generated from the proposal submitted to DRCOG the notice of funding opportunity that was issued for Older Americans Act and State Funding for Senior Services funds. Contractor must adhere to the information contained within the proposal that was submitted and the detailed budgets provided in DRCOG's grant management system.

Total Project Budget

Revenue Source	Amount
Total Contracted Funds	\$704,422.00
Total Cash Match	\$88,094.00
Total In-kind Match	\$ 0.00

<b>Total State Part E Match</b>	\$ 0.00
<b>Total Estimated Program Income</b>	\$ 0.00
<b>Total Revenue (Less Program Income)</b>	<b>\$792,516.00</b>

## Appropriations

<b>Service</b>	<b>Project Number</b>	<b>CFDA</b>	<b>Description</b>	<b>Amount</b>
<b>Assisted Transportation</b>	624026	N/A	State	\$50,182.00
<b>Assisted Transportation</b>	554026	93.044	Federal Part B	\$249,518.00
<b>Chore</b>	624026	N/A	State	\$16,000.00
<b>Homemaker</b>	624026	N/A	State	\$201,972.00
<b>Personal Care</b>	624026	N/A	State	\$186,750.00

## Service: Assisted Transportation

### Service Description

This funding will allow Douglas County to continue to provide door-to-door, demand-response transportation services for vulnerable residents aged 60 and over. Sub-grantee agreements with community partners will be utilized to provide these transportation services.

Individuals seeking transit service may contact Douglas County First Call, the information and assistance line, or an established provider to plan and schedule trips. Trips are arranged based upon program requirements for qualification, originating location, physical mobility needs of the traveler, and travel destination. Those individuals with the greatest economic and social need are prioritized, as are medical visit trips.

### State Service Definition

Assistance and transportation, including escort, to a person who has difficulties (physical or cognitive) using regular vehicular transportation.

1 Unit = 1 One-Way Trip

## Service Budget

### Revenue

<b>Funding Source</b>	<b>Amount</b>
<b>Contracted Funds</b>	\$299,700.00
<b>Cash Match</b>	\$33,300.00
<b>In-kind Match</b>	\$0.00
<b>State Part E Match</b>	\$0.00
<b>Estimated Program Income</b>	\$0.00
<b>Total Revenue (Less Program Income)</b>	<b>\$333,000.00</b>

### Expenses

<b>Expense Category</b>	<b>Amount</b>
<b>Personnel</b>	\$0.00
<b>Travel</b>	\$0.00
<b>Equipment</b>	\$0.00
<b>Contractual Services</b>	\$333,000.00
<b>Supplies</b>	\$0.00

<b>Indirect</b>	\$0.00
<b>Other Expenses</b>	\$0.00
<b>Total Expenses</b>	<b>\$333,000.00</b>

## Contracted Units

<b>County</b>	<b>Units</b>
<b>Adams</b>	0
<b>Arapahoe</b>	0
<b>Broomfield</b>	0
<b>Clear Creek</b>	0
<b>Denver</b>	0
<b>Douglas</b>	8,563
<b>Gilpin</b>	0
<b>Jefferson</b>	0
<b>Total</b>	<b>8,563</b>

**Reimbursement Rate:** Actual Cost

## Contracted Clients

<b>County</b>	<b>Low Income</b>	<b>Low Income Minority</b>	<b>Minority</b>	<b>Rural</b>	<b>Total Clients</b>
<b>Adams</b>	0	0	0	0	0
<b>Arapahoe</b>	0	0	0	0	0
<b>Broomfield</b>	0	0	0	0	0
<b>Clear Creek</b>	0	0	0	0	0
<b>Denver</b>	0	0	0	0	0
<b>Douglas</b>	115	19	44	1	435
<b>Gilpin</b>	0	0	0	0	0
<b>Jefferson</b>	0	0	0	0	0
<b>Total</b>	115	19	44	1	435

## Service: Chore

### Service Description

Douglas County will utilize a sub-grantee agreement and partner with a community partner to provide chore services to adults aged 60 and over. Chore services provide assistance performing certain household tasks, such as yard work and home repairs. Potential clients contact partner organizations to be enrolled to receive services. If the partner organization receives a referral from another source (ex. Douglas County Community Services, Human Services, a community partner organization such as a church, food bank), the contracted community-based provider reaches out to the potential client per the referral. The community-based service provider speaks with the potential client over the phone or conducts an in-person assessment of the client's eligibility and scope of work to ensure requests are assigned appropriately. Certain data to establish eligibility for OAA funded chore services collected, which includes the following information: demographic info, age, physical location and need. The potential client also receives information about other services for which they may be eligible, as well as a copy of the grievance procedure and a copy of the non-discrimination policies.

Depending on the service required, a volunteer or service worker(s) performs the task. Chore services, such as yard clean-up, are usually performed by groups.

## State Service Definition

Chore services are those services designed to increase the safety of older adults living at home such as assistance with heavy housework, yard work or sidewalk maintenance. Chore service activities are one-time, seasonal or occasional in nature, and shall be planned with input from the older adult based on an evaluation of the older adult's strengths and needs, and the degree of physical and/or cognitive impairment of the older adult.

1 Unit = 1 Hour

## Service Budget

### Revenue

Funding Source	Amount
Contracted Funds	\$16,000.00
Cash Match	\$1,778.00
In-kind Match	\$0.00
State Part E Match	\$0.00
Estimated Program Income	\$0.00
<b>Total Revenue (Less Program Income)</b>	<b>\$17,778.00</b>

### Expenses

Expense Category	Amount
Personnel	\$0.00
Travel	\$0.00
Equipment	\$0.00
Contractual Services	\$17,778.00
Supplies	\$0.00
Indirect	\$0.00
Other Expenses	\$0.00
<b>Total Expenses</b>	<b>\$17,778.00</b>

## Contracted Units

County	Units
Adams	0
Arapahoe	0
Broomfield	0
Clear Creek	0
Denver	0
Douglas	534
Gilpin	0
Jefferson	0
<b>Total</b>	<b>534</b>

**Reimbursement Rate:** Actual Cost

## Contracted Clients

County	Low Income	Low Income Minority	Minority	Rural	Total Clients
Adams	0	0	0	0	0
Arapahoe	0	0	0	0	0
Broomfield	0	0	0	0	0
Clear Creek	0	0	0	0	0
Denver	0	0	0	0	0
Douglas	8	2	5	0	47
Gilpin	0	0	0	0	0
Jefferson	0	0	0	0	0
<b>Total</b>	<b>8</b>	<b>2</b>	<b>5</b>	<b>0</b>	<b>47</b>

## Service: Homemaker

### Service Description

Douglas County will utilize community partner organizations to provide services through use of sub-grantee agreements. Homemaker services provide light housekeeping services to eligible clients. Potential clients contact partner organizations to be enrolled in order to receive services. If the partner organization receives a referral from another source (ex. Douglas County Community Services, Human Services, a community partner organization such as a church, food bank), the contracted community-based provider reaches out to the potential client per the referral. The community-based service provider speaks with the potential client over the phone or conducts an in-person assessment of the client's eligibility and scope of work to ensure requests are assigned appropriately. Certain data to establish eligibility for OAA funded homemaker services is collected, which includes the following information: demographic info, age, physical location and need. The potential client also receives information about other services for which they may be eligible, as well as a copy of the grievance procedure and a copy of the non-discrimination policies. A volunteer or paid service worker performs the homemaker services, working closely with the client to ensure their homemaker needs are met.

### State Service Definition

Assistance to persons who meet the eligibility requirements for in-home services and who are unable to perform two or more of the following instrumental activities of daily living: preparing meals, laundry, shopping for personal items, managing money, using the telephone, or doing light housework.

1 Unit = 1 Hour

## Service Budget

### Revenue

Funding Source	Amount
Contracted Funds	\$201,972.00
Cash Match	\$32,266.00
In-kind Match	\$0.00
State Part E Match	\$0.00
Estimated Program Income	\$0.00
<b>Total Revenue (Less Program Income)</b>	<b>\$234,238.00</b>

## Expenses

Expense Category	Amount
Personnel	\$0.00
Travel	\$0.00
Equipment	\$0.00
Contractual Services	\$234,238.00
Supplies	\$0.00
Indirect	\$0.00
Other Expenses	\$0.00
<b>Total Expenses</b>	<b>\$234,238.00</b>

## Contracted Units

County	Units
Adams	0
Arapahoe	0
Broomfield	0
Clear Creek	0
Denver	0
Douglas	5,449
Gilpin	0
Jefferson	0
<b>Total</b>	<b>5,449</b>

Reimbursement Rate: \$ 37.07

## Contracted Clients

County	Low Income	Low Income Minority	Minority	Rural	Total Clients
Adams	0	0	0	0	0
Arapahoe	0	0	0	0	0
Broomfield	0	0	0	0	0
Clear Creek	0	0	0	0	0
Denver	0	0	0	0	0
Douglas	63	11	26	0	253
Gilpin	0	0	0	0	0
Jefferson	0	0	0	0	0
<b>Total</b>	<b>63</b>	<b>11</b>	<b>26</b>	<b>0</b>	<b>253</b>

## Service: Personal Care

### Service Description

Douglas County will utilize a sub-grantee agreement with a community partner organization to provide services in the community.

Personal care services aid with bathing, dressing, walking and medication reminders. Potential clients contact the partner organization providing personal care to be enrolled to receive services. If the partner organization receives a referral from another source, the contracted community-based provider will reach out to the potential client to schedule an intake appointment. An intake specialist, whose primary function is to identify seniors who need care, completes a screening to identify if the individual meets OAA funded personal care



requirements and to identify if the individual is one with great economic or social need. The intake specialist makes the potential client aware of the grant-funded care and requests the opportunity to perform an in-home visit.

The in-home consultations are performed by care consultants, employees dedicated to performing in-home assessments. During these face-to-face visits, these specialists work to identify what care is needed, how much care will be given and when it will need to be performed. The specifics of the grant are discussed, and the potential client also receives information about other services for which they may be eligible. A copy of the grievance procedure and a copy of the non-discrimination policies is provided at this time. Grant dollars are prioritized so that the funds go to assist those seniors most disadvantaged and at-risk

## State Service Definition

Assistance (Personal assistance, stand-by assistance, supervision or cues) with Activities of Daily Living (ADLs) and/or health-related tasks provided in a person's home and possibly other community settings. Personal care may include assistance with Instrumental Activities of Daily Living (IADLs) for persons who meet the requirements for in-home services.

1 Unit = 1 Hour

## Service Budget

### Revenue

Funding Source	Amount
Contracted Funds	\$186,750.00
Cash Match	\$20,750.00
In-kind Match	\$0.00
State Part E Match	\$0.00
Estimated Program Income	\$0.00
<b>Total Revenue (Less Program Income)</b>	<b>\$207,500.00</b>

### Expenses

Expense Category	Amount
Personnel	\$0.00
Travel	\$0.00
Equipment	\$0.00
Contractual Services	\$207,500.00
Supplies	\$0.00
Indirect	\$0.00
Other Expenses	\$0.00
<b>Total Expenses</b>	<b>\$207,500.00</b>

## Contracted Units

County	Units
Adams	0
Arapahoe	0
Broomfield	0
Clear Creek	0
Denver	0
Douglas	4,961
Gilpin	0

<b>Jefferson</b>	0
<b>Total</b>	<b>4,961</b>


**Reimbursement Rate: \$ 37.65**

## Contracted Clients

<b>County</b>	<b>Low Income</b>	<b>Low Income Minority</b>	<b>Minority</b>	<b>Rural</b>	<b>Total Clients</b>
<b>Adams</b>	0	0	0	0	0
<b>Arapahoe</b>	0	0	0	0	0
<b>Broomfield</b>	0	0	0	0	0
<b>Clear Creek</b>	0	0	0	0	0
<b>Denver</b>	0	0	0	0	0
<b>Douglas</b>	6	1	4	0	26
<b>Gilpin</b>	0	0	0	0	0
<b>Jefferson</b>	0	0	0	0	0
<b>Total</b>	6	1	4	0	26

## Non-Compensated Services

<b>Services</b>	<b>Units</b>
<b>Information and Assistance</b>	50
<b>Outreach</b>	520
<b>Nutrition Education</b>	0
<b>Nutrition Counseling</b>	0

GL – 13		AI	CERTIFICATE OF INSURANCE			6/13/2025	
<b>PRODUCER</b>  <b>ALLIANT INSURANCE SERVICES. INC.</b> <b>18100 VON KARMAN AVENUE, 10<sup>TH</sup> FLOOR</b> <b>IRVINE, CA 92612</b>  PHONE (949) 756-0271 / FAX (619) 699-0901 LICENSE #0C36861			THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.				
			IMPORTANT: If the certificate holder is an ADDITIONAL INSURED and/or requesting a WAIVER OF SUBROGATION, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).				
			COVERAGE AFFORDED <b>A- StarStone Specialty Insurance Company</b>				
<b>Member:</b> DOUGLAS COUNTY, CO 100 THIRD STREET CASTLE ROCK, CO 80104			COVERAGE AFFORDED <b>B</b>				
			COVERAGE AFFORDED <b>C</b>				
			COVERAGE AFFORDED <b>D</b>				
<b>Coverages</b> THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.							
CO LTR	TYPE OF COVERAGE		POLICY NUMBER	COVERAGE EFFECTIVE DATE	COVERAGE EXPIRATION DATE	LIABILITY LIMITS	
A	<input checked="" type="checkbox"/>	General Liability per occurrence/aggregate	PNEICS00016-25-00	01/01/2025	01/01/2026	\$1,000,000	
	<input checked="" type="checkbox"/>	Auto Liability per occurrence				\$1,000,000	
Limits excess of Member's SIR of \$500,000 per occurrence							
Description of Operations/Locations/Vehicles/Special Items:  AS RESPECTS CONTRACT BETWEEN DOUGLAS COUNTY AND DENVER REGIONAL COUNCIL OF GOVERNMENTS FOR THE DOUGLAS COUNTY OAA FUNDING OPPORTUNITY (2024-2025), PROJECT NUMBER 624025.  DENVER REGIONAL COUNCIL OF GOVERNMENTS IS INCLUDED AS ADDITIONAL INSURED, BUT ONLY INSOFAR AS THE OPERATIONS UNDER THIS CONTRACT ARE CONCERNED.							
<b>Certificate Holder</b>  DENVER REGIONAL COUNCIL OF GOVERNMENTS ATTN: CONTRACTS 1001 17TH STREET, SUITE 700 DENVER, CO 80202				<b>Cancellation</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.			
				AUTHORIZED REPRESENTATIVE 			

**CONTRACT BY AND BETWEEN THE**

**DENVER REGIONAL COUNCIL OF GOVERNMENTS**

1001 17<sup>th</sup> Street, Suite 700  
Denver, Colorado 80202  
("DRCOG")

and

**DOUGLAS COUNTY GOVERNMENT**

100 Third Street  
Castle Rock, Colorado 80104  
("CONTRACTOR")

for

**Douglas County OAA Funding Opportunity – 2024-2025**  
("Contract")

**Project Number 624025**

**Contract Number EX24015**

**RECITALS:**

- A. DRCOG is the recipient of grant funds under Title III of the Older Americans Act (OAA), the State of Colorado (State) Funding for Senior Services (SFSS), and the American Rescue Plan Act Funding (ARPA).
- B. DRCOG desires Contractor to render certain services hereinafter described in connection with an undertaking which is expected to be financed under the OAA, SFSS and/or ARPA.
- C. The Contractor agrees to comply with all relevant provisions of the Contract between DRCOG and the State for OAA/SFSS/ARPA, incorporated herein by reference and made a part of this Contract, as if fully set forth, in the monitoring and administration of this Contract.

NOW THEREFORE, the parties hereto mutually agree as follows:

**1.0 SELECTION OF CONTRACTOR**

DRCOG hereby selects the Contractor, and the Contractor hereby agrees to perform the services hereinafter set forth in connection with the project of DRCOG under the OAA, SFSS, and/or ARPA.

**2.0 SCOPE OF WORK**

The Contractor shall do, perform, and carry out, in a satisfactory manner, as determined by DRCOG, all work elements described in the Contractor's Proposal submitted for funding (as approved and as may be amended, from time to time, by DRCOG) which is herein incorporated by reference and made a part of this Contract and which is summarized in Exhibit A, Scope of Work, of this Contract. The Contractor will administer services funded under this Contract in accordance with the Older Americans Act; all applicable provisions of the Colorado Revised

Statutes; 12 CCR 2510-1, Older Americans Act Programs (Rule Manual Volume 10); Colorado Department of Human Services, Division of Aging and Adult Services, State Unit on Aging (SUA) Policy and Procedures Manual; and the DRCOG Contract Management Manual, as from time to time may be amended.

### **3.0 ADMINISTRATIVE REQUIREMENTS**

In performance of its obligations under this Contract, Contractor shall comply with all applicable provisions of 45 CFR, Part 74 and 45 CFR, Part 92 regarding uniform requirements for the administration of Department of Health and Human Services (HHS) grants and principles for determining costs applicable to activities assisted by HHS grants. Contractor is subject to all provisions of DRCOG's contract with CDHS (see Section 18B of the State contract). In addition, Contractor must also comply with the State Unit on Aging Policy and Procedure Manual, as may be amended.

### **4.0 TIME OF PERFORMANCE**

Services of the Contractor shall commence upon Contract execution or July 1, 2024 whichever comes later. Services shall be undertaken in such sequence as to assure completion of all services required hereunder by June 30, 2025. Funding levels shall be awarded annually, and funding of this Contract is conditioned upon funds being made available to DRCOG for such purposes.

#### **Services cannot commence prior to an executed contract.**

After the initial term, at DRCOG's discretion, this contract may be extended for two (2) additional one-year terms. Services eligible for the extension are determined annually by DRCOG. If eligible, Contractor shall receive notice from DRCOG no later than January 31 of the then current year. Contractor shall submit to DRCOG a proposal including but not limited to, a detailed budget (outlining administrative, travel, equipment, contractual services, staff training/education and indirect costs), the number of units of services proposed to be provided (both compensated and non-compensated), the proposed unduplicated clients to be served, proposed matching funds (cash and in-kind), and anticipated program income by 5:00 P.M. on March 1 of the then current year,. The scope of compensated services proposed shall not change without DRCOG's written permission. Contract amounts for the additional terms may vary according to the level of available funds.

### **5.0 PAYMENT TERMS**

#### **5.1 Maximum Amount**

DRCOG agrees to reimburse the Contractor for allowable project expenses up to but not exceeding the sum of **\$704,422.00** in **OAA, SFSS, and/or ARPA** funds and based on the cumulative number of service units delivered after applying program income. The total **OAA, SFSS, and/or ARPA** dollars, contracted units of service, and cost reimbursement rate are outlined in Exhibit A, Scope of Services attached hereto.

## **5.2 Other Contributions**

Contractor cash match, Contractor in-kind services, Contractor program income/client contributions, and State cash match contributions, if applicable, are also outlined in Exhibit A, Scope of Services attached hereto.

## **5.3 In-Kind Contributions**

Valuation of in-kind contributions shall show how the contribution was computed and must be incorporated into the Contractor's accounting records. Supplies, volunteer services and other contributions shall be valued as described under 45 CFR, Part 74, Subpart C.

## **6.0 HHS GRANT**

It is agreed by the above parties that should the HHS or the State disapprove this Contract or refuse or fail to make the grant to DRCOG as contemplated by this Contract, then this Contract shall be void and shall not be binding on any parties hereto. Unearned payments under this Contract may be suspended or terminated in the event that the Contractor refuses to accept additional terms or conditions to this Contract that may be imposed by HHS, the State or DRCOG after the effective date of this Contract.

## **7.0 CHANGES**

Except as may be expressly provided in this Contract, including its Exhibits and Attachments, any changes, including, without limitation, any increase in the amount of this Contract, changes in the scope of services, or service unit reimbursement rate which are mutually agreed upon by and between DRCOG and the Contractor, shall be incorporated in a written amendment to this Contract.

## **8.0 DEBARMENT, SUSPENSION**

By signing this Agreement, the Contractor represents that its organization and its principals and employees are not suspended, debarred, excluded from participation, declared ineligible, voluntarily excluded, or otherwise ineligible to participate in a "federal health care program" as defined in 42 U.S.C. § 1320a-7b(f) or in any other government payment program by any federal or State of Colorado department. If Contractor, its principals, employees or agents become ineligible to participate in any such program during the term of this Contract, Contractor shall notify DRCOG in writing within three (3) days after such event. Upon the occurrence of such event, whether or not such notice is given to Contractor, the State may immediately terminate this Contract.

## **9.0 CORA DISCLOSURE**

To the extent not prohibited by federal or state law, this Contract and the Work are subject to public release through the Colorado Open Records Act, CRS § 24-72-200.1, *et seq.*, as may be updated from time to time.

## 10.0 COLORADO LAW FOR PERSONS WITH DISABILITIES

To the full extent possible, Contractor shall comply with and the Work Product provided under this Contract shall be in compliance with all applicable provisions of §§24-85-101, et seq., C.R.S., and the Accessibility Standards for Individuals with a Disability, as established by OIT pursuant to Section §24-85-103 (2.5), C.R.S. Contractor shall also comply with all State of Colorado technology standards related to technology accessibility and with Level A and Level AA of the most current version of the Web Content Accessibility Guidelines (WCAG), incorporated in the State of Colorado technology standards.

The State may require Contractor's compliance to the State's Accessibility Standards to be determined by a third party selected by the State to attest to Contractor's Work Product and software is in compliance with §§24-85-101, et seq., C.R.S., and the Accessibility Standards for Individuals with a Disability as established by OIT pursuant to Section §24-85-103 (2.5), C.R.S.

## 11.0 TERMS AND CONDITIONS

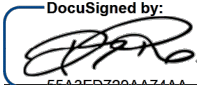
The parties agree that this Contract is also subject to the provisions set forth in the Exhibits and Attachments of this Contract, attached hereto and incorporated herein.

## 12.0 AUTHORITY

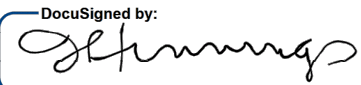
The undersigned signatories of Contractor represent that they have been duly authorized to execute this Agreement and have full power and authority to bind Contractor to the terms and conditions hereof, and certify that their signatures below, whether handwritten, electronic, or digital or submitted by facsimile or electronic mail are their own. Contractor further understands and agrees that no further certification authority or third-party verification is necessary to validate any signature hereto and that the lack of such certification or verification will not in any way affect the enforceability of the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Contract on the 8<sup>th</sup> day of July, 2024 and acknowledge that the signatures hereon, whether handwritten, typed, electronic, or digital or submitted by facsimile or electronic mail, are sufficient and legally binding.

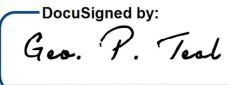
### DENVER REGIONAL COUNCIL OF GOVERNMENTS

By:   
DocuSigned by:  
55A9FD729AA74AA...  
 Douglas W. Rex  
 Executive Director


ATTEST:

By:   
DocuSigned by:  
AE7410FA1B8B41E...  
 Jenny Hunnings  
 Director, Administration and Finance

### DOUGLAS COUNTY GOVERNMENT

By:   
DocuSigned by:  
E5C1B24592431266...  
 Geo. P. Teal  
 Commissioner, District II

ATTEST:

By:   
DocuSigned by:  
100E9E33F08249B...  
 Hayley Hall  
 Clerk to the Board


  
DocuSigned by:

EXHIBIT A: SCOPE OF WORK

The Contractor shall perform all the necessary services provided under this Contract for eligible residents of the jurisdiction(s) listed in the Contractor’s Proposal as approved by DRCOG.

Prior written approval from DRCOG is required if the number of units of service in any service category listed in this exhibit is more than ten percent (10 %) lower than listed. This provision shall not alter the maximum funding set forth in Section 5.1.

Agency Information

**Organization Name:** Douglas County Government  
**Doing Business As:** Department of Community Development  
**Address:** 100 Third Street Castle Rock, CO 80104  
**Phone:** (303) 814-4302  
**Unique Entity ID:** LXE5XEA44AH6

**Organization URL:** <https://www.douglas.co.us/>  
**Agency Director:** Lora L Thomas  
**Agency Director Phone:** (303) 660-7401  
**Agency Director Email:** [BOCC@douglas.co.us](mailto:BOCC@douglas.co.us)  
**Approved Indirect Rate w/Base:** N/A

Agency Description:

Douglas County's goal is quality of life for all citizens. This includes keeping people safe, ensuring access to resources and services, and supporting the most vulnerable County residents.

**Project Term Date:** July 1, 2024 – June 30, 2025

Primary Contact

**Primary Contact Name:** Jennifer D'Ambrosio  
**Primary Contact Email:** [jdambrosio@douglas.co.us](mailto:jdambrosio@douglas.co.us)  
**Primary Contact Phone:** (303) 814-4302

Grant General Information

**Title of Proposal:** Douglas County OAA Funding Opportunity - 2024-2025

Purpose

The Denver Regional Council of Governments is contracting with the provider for the services identified in this scope of work. The scope of work is generated from the proposal submitted to DRCOG the notice of funding opportunity that was issued for Older Americans Act and State Funding for Senior Services funds. Contractor must adhere to the information contained within the proposal that was submitted and the detailed budgets provided in DRCOG’s grant management system.

Total Project Budget

Revenue Source	Amount
Total Contracted Funds	\$704,422.00
Total Cash Match	\$88,094.00
Total In-kind Match	\$ 0.00
Total State Part E Match	\$ 0.00



<b>Total Estimated Program Income</b>	<b>\$ 0.00</b>
<b>Total Revenue (Less Program Income)</b>	<b>\$792,516.00</b>

**Appropriations**

<b>Service</b>	<b>Project Number</b>	<b>CFDA</b>	<b>Description</b>	<b>Amount</b>
<b>Assisted Transportation</b>	624025	N/A	State	\$299,700.00
<b>Chore</b>	624025	N/A	State	\$16,000.00
<b>Homemaker</b>	624025	N/A	State	\$201,972.00
<b>Personal Care</b>	624025	N/A	State	\$186,750.00

**Service: Assisted Transportation****Service Description**

This funding will allow Douglas County to continue to provide door-to-door, demand-response transportation services for vulnerable residents aged 60 and over. Sub-grantee agreements with community partners will be utilized to provide these transportation services.

Individuals seeking transit service may contact Douglas County First Call, the information and assistance line, or an established provider to plan and schedule trips. Trips are arranged based upon program requirements for qualification, originating location, physical mobility needs of the traveler, and travel destination. Those individuals with the greatest economic and social need are prioritized, as are medical visit trips.

**State Service Definition**

Assistance and transportation, including escort, to a person who has difficulties (physical or cognitive) using regular vehicular transportation.

1 Unit = 1 One-Way Trip

**Service Budget****Revenue**

<b>Funding Source</b>	<b>Amount</b>
<b>Contracted Funds</b>	\$299,700.00
<b>Cash Match</b>	\$33,300.00
<b>In-kind Match</b>	\$0.00
<b>State Part E Match</b>	\$0.00
<b>Estimated Program Income</b>	\$0.00
<b>Total Revenue (Less Program Income)</b>	<b>\$333,000.00</b>

**Expenses**

<b>Expense Category</b>	<b>Amount</b>
<b>Personnel</b>	0
<b>Travel</b>	0
<b>Equipment</b>	0
<b>Contractual Services</b>	\$333,000.00
<b>Supplies</b>	0
<b>Indirect</b>	0
<b>Other Expenses</b>	0
<b>Total Expenses</b>	<b>\$333,000.00</b>

**Contracted Units**

<b>County</b>	<b>Units</b>
<b>Adams</b>	0
<b>Arapahoe</b>	0

<b>Broomfield</b>	0
<b>Clear Creek</b>	0
<b>Denver</b>	0
<b>Douglas</b>	8,563
<b>Gilpin</b>	0
<b>Jefferson</b>	0
<b>Total</b>	8,563

**Reimbursement Rate: Actual Cost****Contracted Clients**

<b>County</b>	<b>Low Income</b>	<b>Low Income Minority</b>	<b>Minority</b>	<b>Rural</b>	<b>Total Clients</b>
<b>Adams</b>	0	0	0	0	0
<b>Arapahoe</b>	0	0	0	0	0
<b>Broomfield</b>	0	0	0	0	0
<b>Clear Creek</b>	0	0	0	0	0
<b>Denver</b>	0	0	0	0	0
<b>Douglas</b>	271	29	43	15	1,406
<b>Gilpin</b>	0	0	0	0	0
<b>Jefferson</b>	0	0	0	0	0
<b>Total</b>	271	29	43	15	1,406

**Service: Chore****Service Description**

Douglas County will utilize a sub-grantee agreement and partner with a community partner to provide chore services to adults aged 60 and over. Chore services provide assistance performing certain household tasks, such as yard work and home repairs. Potential clients contact partner organizations to be enrolled to receive services. If the partner organization receives a referral from another source (ex. Douglas County Community Services, Human Services, a community partner organization such as a church, food bank), the contracted community-based provider reaches out to the potential client per the referral. The community-based service provider speaks with the potential client over the phone or conducts an in-person assessment of the client's eligibility and scope of work to ensure requests are assigned appropriately. Certain data to establish eligibility for OAA funded chore serves is collected, which includes the following information: demographic info, age, physical location and need. The potential client also receives information about other services for which they may be eligible, as well as a copy of the grievance procedure and a copy of the non-discrimination policies. Depending on the service required, a volunteer or service worker(s) performs the task. Chore services, such as yard clean-up, are usually performed by groups.

**State Service Definition**

Chore services are those services designed to increase the safety of older adults living at home such as assistance with heavy housework, yard work or sidewalk maintenance. Chore service activities are one-time, seasonal or occasional in nature, and shall be planned with input from the older adult based on an evaluation of the older adult's strengths and needs, and the degree of physical and/or cognitive impairment of the older adult.

1 Unit = 1 Hour

**Service Budget****Revenue**

<b>Funding Source</b>	<b>Amount</b>
<b>Contracted Funds</b>	\$16,000.00
<b>Cash Match</b>	\$1,778.00
<b>In-kind Match</b>	\$0.00
<b>State Part E Match</b>	\$0.00
<b>Estimated Program Income</b>	\$0.00
<b>Total Revenue (Less Program Income)</b>	\$17,778.00

**Expenses**

<b>Expense Category</b>	<b>Amount</b>
<b>Personnel</b>	0
<b>Travel</b>	0
<b>Equipment</b>	0
<b>Contractual Services</b>	\$17,778.00
<b>Supplies</b>	0
<b>Indirect</b>	0
<b>Other Expenses</b>	0
<b>Total Expenses</b>	\$17,778.00

**Contracted Units**

<b>County</b>	<b>Units</b>
<b>Adams</b>	0
<b>Arapahoe</b>	0
<b>Broomfield</b>	0
<b>Clear Creek</b>	0
<b>Denver</b>	0
<b>Douglas</b>	534
<b>Gilpin</b>	0
<b>Jefferson</b>	0
<b>Total</b>	534

**Reimbursement Rate: \$29.97****Contracted Clients**

<b>County</b>	<b>Low Income</b>	<b>Low Income Minority</b>	<b>Minority</b>	<b>Rural</b>	<b>Total Clients</b>
<b>Adams</b>	0	0	0	0	0
<b>Arapahoe</b>	0	0	0	0	0
<b>Broomfield</b>	0	0	0	0	0
<b>Clear Creek</b>	0	0	0	0	0
<b>Denver</b>	0	0	0	0	0
<b>Douglas</b>	10	1	2	3	72
<b>Gilpin</b>	0	0	0	0	0
<b>Jefferson</b>	0	0	0	0	0
<b>Total</b>	10	1	2	3	72

**Service: Homemaker****Service Description**

Douglas County will utilize community partner organizations to provide services through use of sub-grantee agreements. Homemaker services provide light housekeeping services to eligible clients. Potential clients contact partner organizations to be enrolled in order to receive services. If the partner organization receives a referral from another source (ex. Douglas County Community Services, Human Services, a community partner organization such as a church, food bank), the contracted community-based provider reaches out to the potential client per the referral. The community-based service provider speaks with the potential client over the phone or conducts an in-person assessment of the client's eligibility and scope of work to ensure requests are assigned appropriately. Certain data to establish eligibility for OAA funded homemaker services is collected, which includes the following information: demographic info, age, physical location and need. The potential client also receives information about other services for which they may be eligible, as well as a copy of the grievance procedure and a copy of the non-discrimination policies. A volunteer or paid service worker performs the homemaker services, working closely with the client to ensure their homemaker needs are met.

**State Service Definition**

Assistance to persons who meet the eligibility requirements for in-home services and who are unable to perform two or more of the following instrumental activities of daily living: preparing meals, laundry, shopping for personal items, managing money, using the telephone, or doing light housework.

1 Unit = 1 Hour

**Service Budget****Revenue**

<b>Funding Source</b>	<b>Amount</b>
<b>Contracted Funds</b>	\$201,972.00
<b>Cash Match</b>	\$32,266.00
<b>In-kind Match</b>	\$0.00
<b>State Part E Match</b>	\$0.00
<b>Estimated Program Income</b>	\$0.00
<b>Total Revenue (Less Program Income)</b>	\$234,238.00

**Expenses**

<b>Expense Category</b>	<b>Amount</b>
<b>Personnel</b>	0
<b>Travel</b>	0
<b>Equipment</b>	0
<b>Contractual Services</b>	\$234,238.00
<b>Supplies</b>	0
<b>Indirect</b>	0
<b>Other Expenses</b>	0
<b>Total Expenses</b>	\$234,238.00

**Contracted Units**

<b>County</b>	<b>Units</b>
<b>Adams</b>	0
<b>Arapahoe</b>	0
<b>Broomfield</b>	0
<b>Clear Creek</b>	0

<b>Denver</b>	0
<b>Douglas</b>	6,026
<b>Gilpin</b>	0
<b>Jefferson</b>	0
<b>Total</b>	6,026

**Reimbursement Rate:** \$ 33.52

#### **Contracted Clients**

<b>County</b>	<b>Low Income</b>	<b>Low Income Minority</b>	<b>Minority</b>	<b>Rural</b>	<b>Total Clients</b>
<b>Adams</b>	0	0	0	0	0
<b>Arapahoe</b>	0	0	0	0	0
<b>Broomfield</b>	0	0	0	0	0
<b>Clear Creek</b>	0	0	0	0	0
<b>Denver</b>	0	0	0	0	0
<b>Douglas</b>	191	21	44	186	1,151
<b>Gilpin</b>	0	0	0	0	0
<b>Jefferson</b>	0	0	0	0	0
<b>Total</b>	191	21	44	186	1,151

#### **Service: Personal Care**

##### **Service Description**

Douglas County will utilize a sub-grantee agreement with a community partner organization to provide services in the community.

Personal care services aid with bathing, dressing, walking and medication reminders. Potential clients contact the partner organization providing personal care to be enrolled to receive services. If the partner organization receives a referral from another source, the contracted community-based provider will reach out to the potential client to schedule an intake appointment. An intake specialist, whose primary function is to identify seniors who need care, completes a screening to identify if the individual meets OAA funded personal care requirements and to identify if the individual is one with great economic or social need. The intake specialist makes the potential client aware of the grant-funded care and requests the opportunity to perform an in-home visit.

The in-home consultations are performed by care consultants, employees dedicated to performing in-home assessments. During these face-to-face visits, these specialists work to identify what care is needed, how much care will be given and when it will need to be performed. The specifics of the grant are discussed and the potential client also receives information about other services for which they may be eligible. A copy of the grievance procedure and a copy of the non-discrimination policies is provided at this time. Grant dollars are prioritized so that the funds go to assist those seniors most disadvantaged and at-risk.

##### **State Service Definition**

Assistance (Personal assistance, stand-by assistance, supervision or cues) with Activities of Daily Living (ADLs) and/or health-related tasks provided in a person's home and possibly other community settings. Personal care may include assistance with Instrumental Activities of Daily Living (IADLs) for persons who meet the requirements for in-home services.

1 Unit = 1 Hour

**Service Budget****Revenue**

<b>Funding Source</b>	<b>Amount</b>
<b>Contracted Funds</b>	\$186,750.00
<b>Cash Match</b>	\$20,750.00
<b>In-kind Match</b>	\$0.00
<b>State Part E Match</b>	\$0.00
<b>Estimated Program Income</b>	\$0.00
<b>Total Revenue (Less Program Income)</b>	\$207,500.00

**Expenses**

<b>Expense Category</b>	<b>Amount</b>
<b>Personnel</b>	0
<b>Travel</b>	0
<b>Equipment</b>	0
<b>Contractual Services</b>	\$207,500.00
<b>Supplies</b>	0
<b>Indirect</b>	0
<b>Other Expenses</b>	0
<b>Total Expenses</b>	\$207,500.00

**Contracted Units**

<b>County</b>	<b>Units</b>
<b>Adams</b>	0
<b>Arapahoe</b>	0
<b>Broomfield</b>	0
<b>Clear Creek</b>	0
<b>Denver</b>	0
<b>Douglas</b>	4,150
<b>Gilpin</b>	0
<b>Jefferson</b>	0
<b>Total</b>	4,150

Reimbursement Rate: \$ 45.00

**Contracted Clients**

<b>County</b>	<b>Low Income</b>	<b>Low Income Minority</b>	<b>Minority</b>	<b>Rural</b>	<b>Total Clients</b>
<b>Adams</b>	0	0	0	0	0
<b>Arapahoe</b>	0	0	0	0	0
<b>Broomfield</b>	0	0	0	0	0
<b>Clear Creek</b>	0	0	0	0	0
<b>Denver</b>	0	0	0	0	0
<b>Douglas</b>	16	3	7	2	152
<b>Gilpin</b>	0	0	0	0	0
<b>Jefferson</b>	0	0	0	0	0
<b>Total</b>	16	3	7	2	152

**Non-Compensated Services**

<b>Services</b>	<b>Units</b>
<b>Information and Assistance</b>	120
<b>Outreach</b>	520
<b>Nutrition Education</b>	0
<b>Nutrition Counseling</b>	0

## **EXHIBIT B: TERMS AND CONDITIONS**

The following supplemental terms and conditions apply to the Contract herein and take precedence over any conflicting language within the Contract.

### **1. Personnel.**

The Contractor represents that it has, or will secure at its own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with DRCOG.

### **2. Employment Eligibility Verification (Federal requirement).**

If this Contract includes an award of Federal funds of more than \$3,000, Contractor must also comply with the E-Verify Federal Contractor Rule set forth in Exhibit H, attached hereto and incorporated herein by reference, which requires the Contractor to use the E-Verify program to verify the employment eligibility of all employees assigned to the Contract and all new hires. If Contractor uses one or more subcontractors to provide services under the Contract, Contractor shall include the language set forth in Exhibit H in any subcontract that is: (1) for commercial or noncommercial services or construction; (2) has a value of more than \$3,000; and (3) includes work performed in the United States. Contractors who are State or local governments, institutions of higher education, or governments of a Federally recognized Indian tribe are not exempt from these requirements; however, such entities may choose to verify only those employees who are assigned to the Contract, whether existing employees or new hires, as further detailed in Exhibit H.

### **3. Qualifications.**

All of the services required hereunder will be performed by the Contractor or under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized under State and local law to perform such services.

### **4. Background Check; Driver's License.**

Contractor shall ensure that prior to delivery of services, a records check through the Colorado Bureau of Investigations (CBI) or another background check system that provides information at the same level of detail or higher than the CBI records check, shall be conducted for all employees, volunteers, and contractors of Contractor providing services delivered via one-to-one contact or as specified in the SUA Policy and Procedure Manual, Subsection 401.15. Contractor shall ensure that appropriate follow-up of the background check is completed according to the SUA Policy and Procedure Manual, Subsection 401.15, and shall ensure that its employees, volunteers, and contractors are in compliance with the restrictions of said Subsection. Effective January 1, 2019, Contractor shall comply with the requirements outlined in SUA Policy and Procedure Manual Subsection 401.16 and the correlated DRCOG policy in which it is stipulated that a Colorado Adult Protective Services (CAPS) background check is conducted prior to hiring or contracting with a new employee who will provide direct care to an at-risk adult. Employees, volunteers, or contractors responsible for transporting consumers shall have a valid Colorado driver's license and shall not have any alcohol related offenses in the past three years, or two or more convictions or chargeable accidents within the past two years.

### **5. Sub-grant or Subcontract.**

None of the work or services covered by this Contract shall be sub-granted or subcontracted to any other party except for those listed on Exhibit E (*without the prior written approval of*



DRCOG). Failure to obtain DRCOG's prior approval of any additional sub-grantors or subcontractors shall result in the disallowance of reimbursements for any services provided by sub-grantor or subcontractors not previously approved. Contractor shall verify that all sub-grantees and subcontractors have not been excluded or disqualified pursuant to 2 CFR Part 376 prior to submitting such sub-grantees or subcontractors to DRCOG for approval and shall certify that the proposed sub-grantees and subcontractors are neither excluded nor disqualified by a Federal agency. Any approval by DRCOG of a sub-grantee or subcontractor shall be effective only through the current contract fiscal year and subject to the continuing requirement of non-exclusion or non-disqualification pursuant to 2 CFR Part 376. It shall be Contractor's responsibility to submit verification of such non-exclusion or non-disqualification upon request. See also section 8.0 herein.

#### **6. Licensure.**

Where the State or local public jurisdictions require licensure for the provision of social services provided hereunder, the Contractor shall be licensed and shall meet all requirements of licensure. Contractor shall provide DRCOG notice of any action to revoke or suspend any such licenses as well as any actual suspension or revocation of any licenses within 48 hours of Contractor receiving notice.

#### **7. Contractor Training.**

Contractor shall complete mandatory training through DRCOG at least biannually (or more often if deemed appropriate by DRCOG) regarding contract management of this Contract.

#### **8. Monitoring and Reporting Program Performance.**

The activities of Contractor in providing the services set forth under this Contract shall be monitored by DRCOG in accordance with the applicable provisions of 45 CFR Part 74 and 45 CFR Part 92, other applicable Federal regulations, and this Contract. DRCOG will monitor all activities of Contractor supported by this Contract to assure that the services being performed are consistent with the Contract and applicable Federal and State regulations. Contractor acknowledges that disclosure of protected health information to DRCOG is permitted pursuant to Federal law.

#### **9. Performance Management.**

Contractor shall meet or exceed applicable Performance Measures and Contract Performance Measures as outlined in the State Contract with DRCOG. Contractor acknowledges that such performance measures shall evolve to meet the objective of measuring key performance outcome indicators for the work of the Contractor. DRCOG may, at its discretion, require periodic progress reports from the Contractor describing the current status of the service program or project. Notwithstanding, Contractor shall promptly notify DRCOG of any issues or concerns that may materially impact contract performance.

#### **10. Monthly Data Entry.**

The Federal Administration on Community Living requires certain Older Americans Act data to be reported in the Older Americans Act Performance System (OAAPS). To assist in the data collection for NAPIS, the State requires all Contractors to report services provided in the State software system as designated and assigned by the State. The State software system is currently the State Unit Data System, also referred to as SUDS. System training is available each year and is mandatory for all of Contractor's staff who have been granted access to the State's software system. Contractor shall enter the previous month's service data into the State software system **no later than the fifteenth of the following month**. If the fifteenth of the month falls on a holiday or weekend, then entering of all data shall be due the business day

prior to the fifteenth. Contractor may not seek reimbursement for services that have not been adequately entered into the State system unless otherwise approved in writing by DRCOG. Failure to enter the State software system data correctly and timely is a violation of this Contract and DRCOG may exercise any remedies available under the Contract or at law, including withholding payments.

#### **11. Cost Analysis/Grant Close-out Report.**

Contractor shall prepare and submit to DRCOG by no later than July 31 of the State fiscal year then ended, a cost analysis report in a form approved by DRCOG, comparing actual costs incurred to reimbursements received from DRCOG. In addition, Contractor must maintain adequate supporting documentation of costs reimbursed and submit such backup information with the cost analysis report. If requested by DRCOG at any other time during the contract term, and/or if additional documentation is required, Contractor shall comply with such request.

#### **12. Services Performance Report and Reimbursement Requests.**

Contractor shall submit a monthly service performance report and reimbursement request in a form prescribed by DRCOG. Such report and request shall be filed on or before the fifteenth day of the month following the month in which services are provided, throughout the term of the Contract. If the fifteenth of the month falls on a holiday or weekend, then submissions shall be due the business day prior to the fifteenth. Failure to submit the monthly report and reimbursement request by the prescribed due date may delay processing of payments until the next calendar month or in the case of the final months' reports due on July 15 may result in denied payment by DRCOG. Contractor is responsible for the timely filing, completeness and accuracy of all service performance reports and reimbursement requests. All reports are subject to verification by DRCOG.

Contractor may not receive reimbursement for more than the actual costs incurred for the contracted service. The monthly reimbursement request must reflect actual costs incurred that can be adequately supported with documentation and that are within the calculated limit of grant funds available for drawing down that month. Costs must abide by the service budget approved by DRCOG and, notwithstanding, must be both reasonable and allowable. DRCOG agrees to reimburse Contractor via Electronic Funds Transfer (EFT) (Attachment A) into the bank account designated by Contractor upon approval of reimbursement request during regularly scheduled payment cycles.

#### **13. Waiting Lists.**

Waiting lists shall be established by the Contractor when services are available but cannot be provided to all eligible consumers requesting services. In such circumstances, Contractor shall place eligible consumers on a waiting list. Waiting list procedures must be consistent for and equitable to all eligible consumers. Contractor shall give priority to Older Americans Act targeted populations and to persons in emergency situations where the health, safety, and welfare of the applicant is in jeopardy. Additionally, due consideration shall be given to the individual's time kept on a wait list. Persons shall be removed from the waiting list in accordance with SUA Policy and Procedure Manual, Subsection 205c. Contractor shall develop a waiting list procedure in compliance with the policies set forth in Subsections 205b and 205c of the SUA Policy and Procedure Manual, as amended from time to time and, regardless of whether or not there are consumers waiting for service. Waiting list documentation may be kept in hard copy or electronically but must be printable and made available for review upon request by DRCOG or the SUA. Contractor shall retain waiting list documentation and shall not destroy any such records until notified by DRCOG.

**14. Consumer Complaint/Appeal Process.**

The Contractor shall develop a procedure for service recipients to use in the event that they wish to file a complaint. In addition to receiving such procedures, all consumers must be informed of their rights in the complaint and appeal process. Procedures must be in compliance with SUA Policy and Procedure Subsection 501 and as directed by DRCOG. Complaint/appeals documentation may be kept in hard copy or electronically but must be printable. Contractor shall retain complaint/appeal documentation and shall retain records in accordance with Section 21 herein.

**15. Evaluation.**

Contractor shall implement a quality improvement process, which includes, at a minimum, monitoring of service quality and consumer satisfaction. Methods of receiving consumer input on the quality of services shall be established, documented and utilized by the Contractor on a regular basis throughout the term of this Contract. Examples include site councils, projects councils, consumer forums, consumer satisfaction surveys, telephone interviewed, and visits. Contractor shall, upon DRCOG's request provide information evidencing Contractor's compliance with these requirements. In addition, Contractor shall distribute an annual consumer satisfaction survey designed by the State to a minimum of fifty percent (50%) of registered consumers starting in the month of February. Responses from such surveys shall be collected for reporting by the Contractor per instructions from DRCOG.

**16. Voluntary Contributions and Non-eligible Recipient Fees.**

Contractor shall (1) provide each recipient with an opportunity to voluntarily contribute to the cost of the service; (2) clearly inform each recipient that there is no obligation to contribute and that the contribution is purely voluntary; (3) protect the privacy and confidentiality of each recipient with respect to the recipient's contribution or lack of contribution; (4) establish appropriate accounting procedures to safeguard and account for all contributions; (5) use all collected contributions to expand or enhance the service for which the contributions were given; and (6) identify the income as program income and expend it in accordance with Section 26 below. Contractor shall establish minimum standards and procedures for the responsible collection of, handling, and safeguarding of consumer contributions and non-eligible recipient fees in compliance with SUA Policy and Procedure Manual, Subsection 310.

**17. On-Site Evaluation.**

The Contractor may be subject to an on-site evaluation by DRCOG and/or the State and shall upon such notice, cooperate fully with requirements for the on-site evaluation, as instructed by DRCOG and/or the State.

**18. Policy Changes.**

From time to time during the term of this Contract, DRCOG and/or the State Unit on Aging may revise or adopt policies and procedures that relate to services provided under this Contract. Upon written notice of such changes to policies or procedures, Contractor shall incorporate them into their practices and comply with the provisions thereof.

**19. Eligibility Assessments.**

The Contractor shall conduct an assessment of individual eligibility prior to the delivery of any registered services and for specified services, at least annually thereafter as outlined in the SUA Policy and Procedure Manual for such services. The standardized assessment form provided by DRCOG must be utilized and may not be altered, although an addendum to the assessment may be attached to collect additional information for use by the Contractor. Contractor may conduct assessments in an electronic format provided that the form collects the same

information as required by the DRCOG assessment and has been preapproved in writing by DRCOG. Any addendum to the assessment must also be approved in advance by DRCOG. Eligibility for services provided under this Contract shall be only that the individual receiving service is age 60 or above unless other eligibility requirements exists within Rule Manual Volume 10 or SUA Policy and Procedure for the contracted service. A means test may not be utilized to determine eligibility for OAA/SFSS/ARPA services.

## **20. Target Populations.**

The Contractor shall assure compliance with federal and state requirements to target the following populations of older adults: (1) greatest social need, (2) greatest economic need, (3) at risk for institutional placement, (4) low-income minority, (5) limited English proficiency, and (6) residing in rural areas. Contractor shall develop and implement a plan that directs outreach and prioritizes services to such targeted populations.

## **21. Records.**

The Contractor agrees to retain all records pertinent to this Contract for a period of three years after final payment hereunder. In the event that activities or costs are questioned by audit, records shall be retained until all questioned items are resolved. Contractor shall maintain confidentiality of information relating to specific consumers by ensuring that such information is gathered only with the informed consent of the consumer, such information is used only for the purposes gathered, adequate security of records is maintained to prevent unauthorized use, access to consumer records and identifiable information is limited only to program staff, and consumer files are kept under lock and key after use. Contractor shall maintain the confidentiality of protected health information as required by law, including the consumer's individually identifiable health information.

## **22. Accounting Records.**

Records which identify adequately the source and application of funds for Contract activities shall be maintained for the period provided in Section 21 above and shall comply with the requirements of the Older Americans Act, Colorado Revised Statutes, Rule Manual Volume 10 and the SUA Policy and Procedure Manual, as from time to time amended.

## **23. Contractor Audits.**

The Contractor shall ensure that an annual independent audit is conducted of the Contractor's financial records in accordance with the requirements of Title II Part 200 of the Code of Federal Regulations. The Contractor shall send a copy of the most recent audit to DRCOG for review. All activities and costs charged under this Contract shall be in accordance with the provisions of the Older Americans Act, Colorado Revised Statutes, Rule Manual Volume 10 and the SUA Policy and Procedure Manual, as from time to time amended, including but not limited to compliance with cost principles set forth in: Title II Part 200 of the Code of Federal Regulations and Government Audit Standards regardless of the amount of Federal funding the Contractor receives. Federal Acquisition Regulations at 48 C.F.R. Part 31.2 shall also apply when applicable. Should an audit or other financial review disallow any reimbursed costs, the disallowed funds shall be returned to DRCOG or, in DRCOG's discretion and to the extent permitted by Federal and State law and regulations, offset against current or future payments to Contractor. Failure to fulfill these audit obligations is a breach of this Contract and will subject Contractor to all remedies available herein and at law, including all funds being due and payable back to DRCOG.

**24. Audits and Inspections.**

During the Contract period, the retention period and as long thereafter as the records are maintained, at any time during normal business hours, Contractor shall make available to DRCOG, HHS, the State and the Comptroller General of the United States, or their authorized representatives, any books, documents, papers or other records of the Contractor with respect to all matters covered by this Contract in order to make audit, examination, excerpts, and transcripts. Contractor acknowledges that disclosure of protected health information to DRCOG, HHS, the State and the Comptroller General of the United States and their authorized representatives is permitted pursuant to Federal law. Failure to make records available for inspection within 72 hours of notice shall be deemed a violation of the Contract.

**25. Additional Records Required.**

Contractors shall develop and maintain the records required by applicable laws and regulations including but not limited to Section 401.7 of the SUA Policy and Procedure Manual and including the following records: personnel records for each employee to include documentation of training, documentation of supervision, and documentation of current licensure if applicable; a Targeting Plan; Emergency Response Plan (if nutrition and/or transportation provider); client confidentiality procedures; procedures for handling and reporting of critical incidents, including accidents, suspicion of abuse, neglect or exploitation, and criminal activity; a log of all complaints and critical incidents; records for each older adult served; and travel documentation policies and procedures. These shall be maintained by the Contractor and made available to DRCOG, SUA and/or their authorized representatives upon request.

**26. Income.**

Program income, including participant contributions, earned by the Contractor from activities which are supported by this Contract shall be added to funds committed to the project or program and used for allowable costs of services under the Contract to further the objectives of this Contract as provided under 45 CFR 74.24(b)(1). Program income must be fully expended within the reporting month it was received and cannot be carried over for any period of time.

**27. Income Accounting Records.**

Program income must be accounted for according to the additional costs alternative specified in Section 26 above and pursuant to 45 CFR, Section 74.24.

**28. Equal Employment Opportunity.**

The Contractor agrees to comply with all applicable Federal laws, regulations, and orders regarding "Equal Employment Opportunity", as from time to time amended, and to execute such provisions as are required under Exhibit "C" attached hereto. **The parties hereby incorporate the requirements of 41 C.F.R. § 60-1.4(a) and 29 C.F.R. § 471, Appendix A to Subpart A, if applicable.**

**This contractor and subcontractor shall abide by the requirements of 41 CFR 60-300.5(a) and 41 CFR 60-741.5(a), if applicable. These regulations prohibit discrimination against qualified protected veterans and qualified individuals with disabilities, and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans and qualified individuals with disabilities.**

**29. Handicapped.**

The Contractor will not discriminate in employment on the basis of handicap against any qualified handicapped person and agrees to take positive steps to employ and advance in employment qualified handicapped persons and to comply with Department of Human Services Regulations (45 CFR Part 84), as from time to time amended.

**30. Identification of Documents.**

Contractor shall designate on the front cover or title page of all reports, maps and other documents completed as part of this Contract, other than documents exclusively for internal use by the Contractor, an acknowledgement of the support received under "the Older Americans Act."

**31. Publication, Reproduction and Use of Material.**

Material produced in whole or in part under this Contract may not be subject to copyright laws.

**32. Procurement.**

All procurement transactions for supplies, equipment and services shall be conducted in a manner to provide, to the maximum extent practicable, open and free competition as provided under 45 CFR, Part 74, Subpart C, as from time to time amended, and shall comply with the provisions of 45 CFR, Part 74, Subpart C.

**33. Work Hours.**

The Contractor shall comply with the Contract Work Hours and Safety Standards Act and comply with the Department of Labor Regulations (29 CFR Part 5), as from time to time amended.

**34. Interest of Contractor.**

The Contractor covenants 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 required to be performed under this Contract. No person having any such interest shall be employed or participate in any decision relative to this Contract.

**35. Assignability.**

The Contractor shall not assign any interest in this Contract and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of DRCOG thereto; provided, however, that claims for money due or to become due to the Contractor from DRCOG under this Contract may be assigned to a bank or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished to DRCOG.

**36. Influencing Legislation.**

To the extent prohibited by Federal or State law, as from time to time amended, no part of this Contract shall be used to pay the salary or expenses of any person or any organization acting for the Contractor to engage in any activity designed to influence legislation or appropriations pending before the Congress, or legislation or appropriations pending before the State General Assembly.

**37. Termination for Cause.**

If, through any cause, the Contractor shall fail to meet performance measures set forth by the State, fail to fulfill in timely and proper manner with Contractor obligations under this Contract or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, DRCOG shall thereupon have the right to terminate this Contract by giving written notice to the

Contractor of such termination, the reasons for such termination, and specifying the effective date thereof, at least 5 days before the effective date of such termination, unless a shorter time is set forth herein for any failure to fulfill Contractor's obligations.

### **38. Termination Due to Loss of Funding.**

The parties hereto expressly recognize that the Contractor is to be paid, reimbursed, or otherwise compensated with funds provided to DRCOG for the purpose of contracting for the services provided for herein, and therefore, the Contractor expressly understands and agrees that all its rights, demands, and claims to compensation arising under this Agreement are contingent upon receipt of such funds by DRCOG. In the event that such funds or any part thereof are not received by DRCOG, DRCOG may immediately terminate this Agreement without liability, including costs for termination.

### **39. Termination for the Convenience of DRCOG.**

DRCOG may terminate this Contract at any time by giving written notice to the Contractor of such termination, which shall be effective upon receipt of the written notice. If the Contract is terminated by DRCOG as provided herein, the Contractor shall be entitled to receive compensation for services performed prior to the effective date of such termination, subject to such services being completed to the satisfaction of DRCOG, and except as provided in Section 6.0 of this Contract.

### **40. Project Material.**

In the event of termination, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the Contractor under this Contract shall, at the option of DRCOG, become its property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

### **41. Liability.**

Notwithstanding the above, the Contractor shall not be relieved of liability to DRCOG for damages sustained by DRCOG by virtue of any breach of the Contract by the Contractor, and DRCOG may withhold any payments to the Contractor for the purpose of setoff until such time as the exact amount of damages due DRCOG from the Contractor is determined.

### **42. Remedies.**

Where the Contractor violates or breaches terms of this Contract, DRCOG, at its discretion, shall terminate said Contract subject to the provisions hereinabove stated, and, in addition, may institute such administrative, contractual or legal remedies available to DRCOG as may be appropriate. In addition to the corrective actions set forth below, DRCOG may take one or more of the following actions, as appropriate in the circumstances:

1. Temporarily withhold payments pending correction of deficiency by the Contractor.
2. Disallow all or part of the cost of the activity or action not in compliance.
3. Wholly or partly suspend or terminate the Contract, including suspending the Contract and services provided under the Contract pending any audit or other investigation.
4. Withhold further Contracts with Contractor.

5. Take any other remedies that may be legally available.

#### **43. Corrective Action.**

In the event the Contractor fails to expend by December 31 of the current fiscal year of the contract term at least forty percent (40%) of the contracted funds detailed in Section 5.1; fails to expend by March 31 of the current fiscal year of the contract term at least seventy percent (70%) of the contracted funds detailed in Section 5.1; or fails to provide adequate documentation as requested by DRCOG, or in the event DRCOG finds that Contractor is failing to conform to the terms and conditions of this Contract, then DRCOG may, in its sole discretion and in addition to any other remedies it may have, including termination of this Contract, require that a corrective action plan be prepared by a date specified by DRCOG and suspend payments under the Contract, such payments to begin only upon production by the Contractor of and compliance with a corrective action plan satisfactory to DRCOG. Further, DRCOG shall have the right, upon issuance of notice to the Contractor and without necessity of an amendment, to retain and reallocate to other contractor's funds remaining under this Contract in the event of any termination or any failure of the Contractor to provide the service units listed in Exhibit A in accordance with this Contract or any corrective action plan. Nothing in this subsection shall require that DRCOG accept a corrective action plan in lieu of exercising its rights to terminate this Contract.

#### **44. Erroneous Payments.**

Unless prohibited by Federal or State law or regulation, any costs incurred by the Contractor that are later found to be disallowed or ineligible for payment under this Contract shall be reimbursed by the Contractor to DRCOG or offset against current or future payments due by DRCOG to the Contractor, at DRCOG's election.

#### **45. Provisions of Services: Expenditures of Funds.**

DRCOG intends to require that the service units provided by Contractor pursuant to this Contract be provided throughout the entire duration of the fiscal year. As such, Contractor shall expend no more than sixty percent (60%) of the contracted funds detailed in Section 5.1 prior to December 31 of the then current fiscal year and no more than ninety percent (90%) of said funds prior to March 31 of the then current fiscal year without the express prior written consent of DRCOG. If Contractor fails to comply with these limitations, DRCOG may in its sole discretion and in addition to any other remedies it may have, including termination of this Contract, require a corrective action plan and suspend payments under the Contract pursuant to the guidelines listed above. Contractor understands and agrees that nothing in this section limits DRCOG's authority set forth in Section 6.0 of this Contract, including but not limited to, its authority to require the return of funds previously paid to Contractor for services provided hereunder because of sequestration.

#### **46. Safeguarding Personally Identifiable Information (PII).**

If Contractor will or may receive PII under this Contract, the Contractor shall provide for the security of such PII in a manner and form acceptable to DRCOG, including without limitation, State non-disclosure requirements, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections, and audits. Contractor shall be a "Third-Party Service Provider" as defined in C.R.S. § 24-73-103(1)(i), shall maintain security procedures and practices consistent with C.R.S. § 24-73-101, et seq., and has a statutory duty to notify and cooperate with DRCOG in the event of a security breach that compromises personal information in the most expedient time and without unreasonable delay. For purpose of this Contract, "Personally Identifiable Information" or "PII" means any information maintained about an individual that can be used to



distinguish or trace an individual's identity, such as name, social security number, date and place of birth, mother's maiden name, or biometric records; and any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information. PII includes, but is not limited to, all information defined as personally identifiable information in C.R.S. § 24-72-501.

#### **47. Litigation Reporting.**

If Contractor is served with a pleading or other document in connection with an action before a court or other administrative decision-making body, and such pleading or document relates to this Contract or may affect Contractor's ability to perform its obligations under this Contract, Contractor shall, within 5 days after being served, notify DRCOG of such action and deliver copies of such pleading or document to DRCOG.

#### **48. Compliance with Laws.**

In addition to the "Administrative Requirements" set forth in Section 3.0 herein, the Contractor and its agent(s) shall at all times during the term of this contract, be bound by and strictly adhere to the following Federal and State laws, rules, regulations and the State Unit on Aging (SUA) Policies and Procedures as they currently exist and may hereafter be amended, which documents are incorporated herein by this reference:

- A. Federal Older Americans Act;
- B. Code of Federal Regulation (CFR), Title 45 Public Welfare;
- C. Older Coloradans Act, C.R.S. 26-11-100.1 et seq.;
- D. C.R.S. Title 25 Health and 26 Human Services Code;
- E. Colorado Long-Term Care Ombudsman Act, C.R.S. 26-11.5 et seq.;
- F. Colorado Department of Human Services Staff Manual Volume 10;
- G. Administration on Aging Fiscal Guide, Older Americans Act, Titles III and VII;
- H. Colorado Retail Food Establishment Rules and Regulations;
- I. Dietary Guidelines for Americans;
- J. Dietary Reference Intakes (DRIs);
- K. SUA Policy and Procedures Manual;
- L. SUA Policy Directives;
- M. Code of Federal Regulation (CFR) Title 48 Section 3.908 Whistleblower Protection;
- N. Title II Part 200 of the Code of Federal Regulations; and
- O. CAPS Fees C.R.S. 24-75-402; CAPS Statute C.R.S. 26-3.1-111; CAPS Implementation Regulation 12 CCR 2518-1, Volume 30.960

#### **49. Independent Contractor.**

Contractor shall perform its duties hereunder as an independent contractor and not as an employee. Neither Contractor nor any agent or employee of Contractor shall be deemed to be an agent or employee of DRCOG. Contractor shall not have authorization, express or implied, to bind DRCOG to any agreement, liability or understanding, except as expressly set forth herein. **Contractor and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through DRCOG and DRCOG shall not pay for or otherwise provide such coverage for Contractor or any of its agents or employees. Contractor shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Contract. Contractor shall (i) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (ii) provide proof thereof when requested by DRCOG, and (iii) be solely responsible for its acts and those of its employees and agents.**

**50. No Third Party Beneficiaries.**

It is expressly understood and agreed that enforcement of the terms and conditions of this Contract, and all rights of action relating to such enforcement, shall be strictly reserved to DRCOG and Contractor, and nothing contained in this Contract shall give or allow any such claim or right of action by any other third party on such Contract.

**51. Choice of Law, Venue, Jurisdiction.**

Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Contract. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. All suits or actions related to this Contract shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in the City and County of Denver.

THIS CONCLUDES the provisions of these supplementary terms and conditions.

**EXHIBIT C: ASSURANCE OF COMPLIANCE WITH THE DEPARTMENT OF  
HEALTH AND HUMAN SERVICES REGULATION UNDER  
TITLE VI OF THE CIVIL RIGHTS ACT OF 1964  
AND SECTION 504 OF THE REHABILITATION ACT OF 1973**

The Contractor HEREBY AGREES to comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and all requirements imposed by or pursuant to Regulations of the Department of Health and Human Services (HHS) (45 CFR Part 80) issued pursuant to that title, and to comply with Section 504 of the Rehabilitation Act of 1973 (P.L. 93-112) and all requirements imposed by or pursuant to the Regulations of the HHS (45 CFR Part 84) issued pursuant to the Act, all as from time to time amended, to the end that, in accordance with Title VI, the Act and Regulations, no person in the United States shall, on the grounds of race, color, national origin, or non-qualified handicap, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Contractor receives Federal financial assistance from DRCOG, a recipient of Federal financial assistance from HHS; and HEREBY GIVES ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Contractor by DRCOG, this assurance shall obligate the Contractor, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is so provided, this assurance shall obligate the Contractor for the period during which it retains ownership or possession of the property. In all other cases, this assurance shall obligate the Contractor for the period during which the Federal financial assistance is extended to it by DRCOG.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property, discounts or other Federal financial assistance extended after the date hereof to the Contractor by DRCOG, including installment payments after such date on account of applications for Federal financial assistance which were approved before such date. The Contractor recognizes and agrees that such Federal financial assistance will be extended in reliance on the representations and agreements made in this assurance, and that DRCOG or the United States or both shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Contractor, its successors, transferees, and assignees.

## **EXHIBIT D: INDEMNIFICATION & INSURANCE**

### **Section 1. Indemnification.**

To the extent allowable by law, the Contractor agrees to indemnify and hold harmless the State of Colorado, DRCOG, their officers, employees, and insurers, from and against all liability, claims, and demands, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this Contract, if such injury, loss, or damage is caused in whole or in part by, or is claimed to be caused in whole or in part by, the act, omission, error, professional error, mistake, negligence, or other fault of the Contractor, any subcontractor or subcontractor of the Contractor, or any officer, employee, representative, or agent of the Contractor or of any subcontractor or subcontractor of the Contractor, or which arise out of any workers' compensation claim of any employee of the Contractor or of any employee of any subcontractor or subcontractor of the Contractor. The Contractor agrees to investigate, handle, respond to, and to provide defense for and defend against, any such liability, claims, or demands at the sole expense of the Contractor. The Contractor also agrees to bear all other costs and expenses related thereto, including court costs and attorney fees, whether or not any such liability, claims, or demands alleged are groundless, false, or fraudulent.

No term or condition of this Contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions for the parties, of the Colorado Governmental Immunity Act, C.R.S. § 24-10-101 *et seq.* or the Federal Tort Claims Act, 28 U.S.C. § 2671 *et seq.* as applicable, as now or hereafter amended. The Contractor, by execution of this Contract containing this indemnification clause, is relying upon and does not waive the operation of any law concerning the Contractor's ability to indemnify.

### **Section 2. Insurance.**

#### **2.1 Procure and Maintain**

The Contractor agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by the Contractor pursuant to Section 1 of this Exhibit D. Such insurance shall be in addition to any other insurance requirements imposed by this agreement or by law. The Contractor shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to Section 1 of this Exhibit D by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types.

#### **2.2 Coverage Amounts**

(a) Contractor shall procure and maintain and shall cause each subcontractor hired to perform services under this Agreement pursuant to its' obligations herein to procure and maintain, the minimum insurance coverages listed below. Such coverages shall be procured and maintained with forms and insurers acceptable to DRCOG.

(b) All coverages shall be continuously maintained through the term of this contract to cover all liability, claims, demands, and other obligations assumed by the Contractor pursuant to Section 1 of this Exhibit D.

(c) In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage for a period of three years beyond the expiration of the contract. Evidence of qualified self-insured status may be substituted for the insurance requirements listed below.

(1) Workers' Compensation insurance to cover obligations imposed by applicable laws for any employee engaged in the performance of work under this agreement, and Employers' Liability insurance with minimum limits of ONE HUNDRED THOUSAND DOLLARS (\$100,000) each accident, FIVE HUNDRED THOUSAND DOLLARS (\$500,000) disease policy limit, and ONE HUNDRED THOUSAND DOLLARS (\$100,000) disease - each employee. Provide a waiver of subrogation in favor of DRCOG.

(2) General Liability insurance with minimum combined single limits of ONE MILLION DOLLARS (\$1,000,000) each occurrence; ONE MILLION DOLLARS (\$1,000,000) aggregate; ONE MILLION DOLLARS (\$1,000,000) products and completed operations aggregate; and FIFTY THOUSAND DOLLARS (\$50,000) any one fire. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal and advertising injury (including coverage for contractual and employee acts), blanket contractual, products, and completed operations.

(3) Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than ONE MILLION DOLLARS (\$1,000,000) each occurrence and ONE MILLION DOLLARS (\$1,000,000) aggregate with respect to each of Contractor's owned, hired or non-owned vehicles assigned to or used in performance of the services.

(4) Security & Privacy Liability or Cyber Risk insurance to cover loss of protected information, including without limitation Protected Health Information ("PHI") and Personally Identifiable Information ("PII") data and claims based upon alleged violations of privacy rights through improper use or disclosure of protected information with minimum annual limits as follows:

- Contractors with 10 or less clients **or** revenues of \$250,000 or less shall maintain limits on Privacy Liability Insurance of not less than \$50,000.
- Contractors with 25 or less clients **or** revenues of \$500,000 or less shall maintain limits on Privacy Liability Insurance of not less than \$100,000.
- Contractors with more than 25 clients **or** revenues of more than \$500,000 shall maintain limits on Privacy Liability Insurance of not less than \$1,000,000 each occurrence and \$2,000,000 general aggregate.

(5) Professional Liability insurance in the amount of ONE MILLION DOLLARS (\$1,000,000) each occurrence for coverage to defend against allegations as well as damages resulting from failure to perform on the part of, financial loss caused by, and error or omission in the service or product of the policy holder.

### **2.3 Additional Insured**

Every policy required above shall be primary insurance, and any insurance carried by DRCOG, its officers, or its employees, shall be excess and not contributory insurance to that provided by Contractor. No additional insured endorsement to the policy required by paragraph (1) above shall contain any exclusion for bodily injury or property damage arising from completed

operations. The Contractor shall be solely responsible for any deductible losses under any policy required above.

## **2.4 Certificates of Insurance**

A certificate of insurance evidencing coverage and naming DRCOG, its officers, its employees and the State of Colorado as additional insureds on all general liability policies and shall be completed by the Contractor's insurance agent as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect, and shall be reviewed and approved by DRCOG prior to commencement of the agreement. In the case of qualified self-insurance status, DRCOG may require satisfactory evidence of sufficient funding for such purposes. The certificate shall identify this Contract and shall provide that coverages afforded under the policies shall not be cancelled, terminated or materially changed until at least 30 days prior written notice has been given to DRCOG. The completed certificate and/or evidence of qualified self-insured status must be sent with the signed Contract to:

Denver Regional Council of Governments  
Attention: Contracts  
1001 17<sup>th</sup> Street, Suite 700  
Denver, Colorado 80202

## **2.5 Coverage Requirements**

(a) Failure on the part of the Contractor to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach of this agreement upon which DRCOG may immediately terminate this agreement, or at its discretion, DRCOG may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by DRCOG shall be repaid by Contractor to DRCOG upon demand, or DRCOG may offset the cost of the premiums against any monies due to Contractor from DRCOG.

(b) DRCOG reserves the right to request and receive a certified copy of any policy and any endorsement thereto.

(c) The parties hereto understand and agree that DRCOG is relying on and does not waive or intend to waive by any provision of this agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, 24-10-101 et. seq., C.R.S., as from time to time amended, or otherwise available to DRCOG, its officers, or its employees.

(d) Notwithstanding the above provisions, the Contractor, if a governmental entity, may elect to self-insure for any of the coverage areas required by subsections (b)(1) – (b)(3) of this Section 2. In such case, the Contractor shall maintain a claims fund that is available solely to pay claims against the Contractor that are proven or otherwise settled by the Contractor in its sole discretion. Such claims fund is intended for and available for only those purposes and is not available or allocated to fund a commitment or obligation, if any, or to defend or indemnify any party. Payments out of such funds may require approval by the Contractor's governing body. It is understood and agreed that a commitment by the Contractor to self-insure by the creation of said claims fund does not commit the Contractor to otherwise appropriate funds to fund self-insurance for this Contract or for any other commitment of the Contractor, and it is further understood and agreed that the Contractor has not appropriated funds for such purpose. In case of such election to self-insure, the Contractor shall itself provide DRCOG with written confirmation of the Contractor's self-insured status and the existence of said claims fund.

## **EXHIBIT E: APPROVED SUBCONTRACTORS**

Subcontractor(s) will be incorporated into this contract only by written approval from DRCOG. Upon DRCOG approval and contract execution by both parties, approved Subcontractors (listed below, if applicable) shall be made part of this Contract and legally bound to all applicable provisions herein.

**ARDC** – Assisted Transportation, Chore, Homemaker

**Castle Rock Senior Activity Center** – Assisted Transportation

**Visiting Angels** – Homemaker, Personal Care

## **EXHIBIT F: FIXED ASSETS**

**Note:** This Exhibit F is applicable only to contracts that include funding of a fixed asset acquisition approved by DRCOG.

### **1.0 FIXED ASSETS**

DRCOG hereby approves the acquisition of the fixed assets described in Contractor's Proposal, which is herein incorporated by reference and made a part of this Contract. Fixed assets may include (1) real property (land, buildings, and building improvements); (2) leasehold improvements (remodeling or redecorating of rented or leased spaces); and (3) tangible personal property (office furniture, kitchen equipment and vehicles) with a useful life of more than one year and an acquisition cost greater than \$5,000 per unit.

#### **1.1 Real Property.**

Title to any real property shall vest in Contractor subject to the condition that the Contractor shall use the real property for the authorized purpose of the project as long as it is needed and shall not encumber the property without approval of DRCOG.

#### **1.2 Equipment.**

Title to equipment shall vest in Contractor subject to the following conditions:

1. Contractor shall not use equipment acquired hereunder to provide services to non-Federal organizations for a fee that is less than private companies charge for equivalent services. All user charges shall be treated as program income.

2. Contractor shall use the equipment in the project as long as needed, whether or not the project continues to be supported by Federal or State funds, and shall not encumber the equipment without the approval of DRCOG. When no longer needed for the original project, the Contractor shall use the equipment in compliance with applicable Federal and State regulations.

3. Contractor shall make the equipment available for use on other projects or programs if such other use will not interfere with the work on the program for which the equipment was originally acquired. First preference for such other use shall be given to other programs, projects, or activities sponsored by DRCOG. Use by others shall be in preference order consistent with applicable Federal and State regulations.

4. When acquiring replacement equipment, Contractor may use the equipment to be replaced as trade-in or sell the equipment and use the proceeds to offset the costs of the replacement equipment, subject to the approval of DRCOG.

5. Contractor shall maintain accurate equipment records and shall take a physical inventory of equipment and reconcile the results with the equipment records annually. Any discrepancies between quantities determined by the physical inspection and those shown in the accounting records shall be investigated to determine the causes of the differences. Contractor shall annually verify the existence, current utilization, and continued need for the equipment. Contractor shall submit to DRCOG annually a property inventory report for all fixed assets acquired under this Contract in the form attached hereto or other report template as approved by DRCOG.



6. Contractor shall maintain a control system to insure adequate safeguards to prevent loss, damage, or theft of the equipment. Contractor shall implement adequate maintenance procedures to keep the equipment in good condition. In the event the Contractor no longer needs the equipment, Contractor shall contact DRCOG for instructions. In such event, DRCOG reserves the right to order the transfer of title of the equipment to the Federal Government or to a third party named by DRCOG when such third party is otherwise eligible.

### **1.3 Supplies.**

Title to supplies shall vest in the Contractor upon acquisition. Contractor shall not use supplies acquired under this Contract to provide services to non-Federal organizations for a fee that is less than private companies charge for equivalent services, unless authorized by DRCOG. User charges shall be treated as program income.

## **2.0 ACQUISITION OF FIXED ASSETS**

### **2.1 Acquire of Asset.**

Contractor shall acquire the fixed assets as set forth in its Proposal in compliance with all applicable procurement standards set forth in either State or Federal regulations. Contractor is the responsible authority, without recourse to DRCOG, regarding the settlement and satisfaction of all contractual and administrative issues arising out of procurements entered into in support of this Contract.

### **2.2 Written Standards**

Contractor shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts. No employee, officer, or agent of Contractor shall participate in the selection, award, or administration of a contract supported by this Contract if a real or apparent conflict of interest would be involved. The officers, employees, and agents of the Contractor shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to sub agreements.

### **2.3 Procurement**

All procurement transactions shall be conducted in a manner to provide, to the maximum extent practical, open and free competition. Awards shall be made to the bidder or offeror whose bid or offer is responsive to the solicitation and is most advantageous to the Contractor, price, quality and other factors considered.

Contractor shall establish written procurement procedures in compliance with 45 CFR § 74.44.

## **3.0 ADMINISTRATIVE REQUIREMENTS**

In performance of its obligations under this Contract, Contractor shall comply with all applicable provisions of Rule Manual Volume 10, SUA Policy and Procedure Manual Subsection 313, 45 CFR Part 74 and 45 CFR Part 92, as applicable, regarding acquisition, use and disposition of fixed assets.

## **4.0 INSURANCE**

In addition to Contractor's obligations to maintain insurance as set forth in the Contract, Contractor shall maintain, at a minimum, insurance coverage adequate to cover the replacement value of all fixed assets.

## **5.0 USE OF FIXED ASSETS**

Fixed assets shall be used for the purposes set forth in this Contract and the Contractor's proposal. Fixed assets may be used on a part-time basis for non-contract purposes as follows:

1. By nonprofit agencies, provided that: (1) a minimum usage fee is charged in accordance with Program Income requirements pursuant to Rule Manual Volume 10; and (2) the part-time usage does not conflict with the use of the equipment for the purposes of the Contract.
2. By profit-making organizations, provided that: (1) a usage fee equal to or greater than the prescribed minimum is charged; (2) usage does not conflict with the use of the equipment for purposes of the Contract; and (3) prior approval has been obtained from DRCOG.

## **6.0 DISPOSITION OF FIXED ASSETS**

### **6.1 Real Property.**

In the event that the Contractor determines that real property acquired under this Contract is no longer needed for the purpose of the original project, Contractor shall obtain written approval from DRCOG for the use of the real property in other Federally sponsored projects. Use in other projects shall be limited to those Federally sponsored projects or programs that have purposes consistent with those authorized for support by DRCOG. If the real property is no longer needed for a Federally sponsored project, then Contractor shall request disposition instructions from DRCOG or its successor.

### **6.2 Equipment.**

In the event Contractor determines that equipment acquired under this Contract is no longer needed for the purpose of the project, Contractor may use the equipment for other activities as follows: for equipment with a current per unit fair market value of \$5,000 or more, the Contractor may retain the equipment for other uses provided that compensation is made to DRCOG. The amount of compensation shall be computed by applying the percentage of DRCOG's share in the cost of the original project or program to the current fair market value of the equipment. If the recipient has no need for the equipment, the recipient shall request disposition instructions from DRCOG.

### **6.3 Supplies.**

If there is a residual inventory of unused supplies exceeding \$5,000 in total aggregate value upon termination or completion of the project and the supplies are not needed for any other Federally sponsored program, the Contractor shall retain the supplies for use on non-Federally sponsored activities or sell them, but shall, in either case, compensate DRCOG for its share. The amount of compensation shall be computed by applying the percentage of DRCOG's share in the cost of the original project or program to the current fair market value of the supplies.

### **6.4 Disposition.**

These provisions regarding disposition of fixed assets shall survive termination of the Contract.

## **7.0 HHS GRANT**

It is agreed by the above parties that should the Department of Health and Human Services ("HHS") or the State disapprove this Contract or refuse or fail to make the grant to DRCOG as contemplated by this Contract, then this Contract shall be void and shall not be binding on any parties hereto.

## **8.0 CHANGES**

Any changes, including any increase in the amount of this Contract, which are mutually agreed upon by and between DRCOG and the Contractor, shall be incorporated in written amendments to this Contract.

## **9.0 TERMS AND CONDITIONS**

The parties agree that this Contract is also subject to the provisions set forth in the Contract between DRCOG and Contractor. If Contractor does not comply with the requirements set forth herein or in the Contract, Contractor agrees to return the value of the fixed assets to DRCOG.

# PROPERTY INVENTORY FORM

DENVER REGIONAL COUNCIL OF GOVERNMENT, AREA AGENCY ON AGING

Inventory Tag Number: \_\_\_\_\_ Date of physical inventory: \_\_\_\_\_

Description:

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Manufacturer's serial number, model number, or other identification number:

\_\_\_\_\_

Source of equipment (include award number):

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Title in (check one):

- Contractor

□ DRCOG

- Federal Government

- State

Acquisition Date: \_\_\_\_\_ Acquisition Cost: \_\_\_\_\_

Percentage of DRCOG share in cost of equipment (attach documentation to calculate percentage): \_\_\_\_\_

Location of equipment:

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Condition of equipment: \_\_\_\_\_

Unit acquisition cost: \_\_\_\_\_

Ultimate disposition data:

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Signature:\_\_\_\_\_

Date:\_\_\_\_\_

## **EXHIBIT G: HIPAA BUSINESS ASSOCIATE ADDENDUM**

This Business Associate Addendum (“Addendum”) is a part of the Contract between the Denver Regional Council of Governments (“DRCOG”), Area Agency on Aging, and “Contractor”. For purposes of this Addendum, DRCOG, Area Agency on Aging, is referred to as “AAA” and the Contractor is referred to as “Associate”. Unless the context clearly requires a distinction between the Contract document and this Addendum, all references herein to “the Contract” or “this Contract” include this Addendum.

### **RECITALS**

- A. AAA entered into a HIPAA Business Associate Addendum (“State Addendum”) with the Department of Human Services, Division of Aging and Adult Services (“Covered Entity” or “CE”) as required by the HIPAA Regulations, the Privacy Rule (defined below), which requires the CE, prior to disclosing protected health information to AAA, to enter into a contract containing specific requirements as set forth in, but not limited to, Title 45, Sections 160.103, 164.502(e) and 164.504(e) of the Code of Federal Regulations (“CFR”) and contained in this Addendum.
- B. Associate, as a sub-grantee of AAA, has access to certain information, some of which may constitute Protected Health Information (“PHI”) (defined below).
- C. As a subgrantee with access to PHI, Associate is a Business Associate and subject to obligations with respect to PHI under HIPAA in the same manner as the State Addendum.
- D. AAA and Associate intend to protect the privacy and provide for the security of PHI disclosed to Associate pursuant to this Contract in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (“HIPAA”) and regulations promulgated thereunder by the U.S. Department of Health and Human Services (the “HIPAA Regulations”) and other applicable laws, as amended.

The parties agree as follows:

#### **1. Definitions.**

a. Except as otherwise defined herein, capitalized terms in this Addendum shall have the definitions set forth in the HIPAA Privacy Rule at 45 CFR Parts 160 and 164, as amended (“Privacy Rule”). In the event of any conflict between the mandatory provisions of the Privacy Rule and the provisions of this Contract, the Privacy Rule shall control. Where the provisions of this Contract differ from those mandated by the Privacy Rule, but are nonetheless permitted by the Privacy Rule, the provisions of this Contract shall control.

b. “Protected Health Information” or “PHI” means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 CFR Section 160.103.

c. “Protected Information” shall mean PHI provided by CE or AAA to Associate or created or received by Associate on CE’s or AAA’s behalf.

## **2. Obligations of Associate.**

a. Permitted Uses. Associate shall not use Protected Information except for the purpose of performing Associate’s obligations under this Contract and as permitted under this Addendum. Further, Associate shall not use Protected Information in any manner that would constitute a violation of the Privacy Rule if so used by CE or AAA, except that Associate may use Protected Information: (i) for the proper management and administration of Associate; (ii) to carry out the legal responsibilities of Associate; or (iii) for Data Aggregation purposes for the Health Care Operations of CE. Additional provisions, if any, governing permitted uses of Protected Information are set forth in Attachment A to this Addendum.

b. Permitted Disclosures. Associate shall not disclose Protected Information in any manner that would constitute a violation of the Privacy Rule if disclosed by CE or AAA, except that Associate may disclose Protected Information: (i) in a manner permitted pursuant to this Contract; (ii) for the proper management and administration of Associate; (iii) as required by law; (iv) for Data Aggregation purposes for the Health Care Operations of CE; or (v) to report violations of law to appropriate federal or state authorities, consistent with 45 CFR Section 164.502(j)(1). To the extent that Associate discloses Protected Information to a third party, Associate must obtain, prior to making any such disclosure: (i) reasonable assurances from such third party that such Protected Information will be held confidential as provided pursuant to this Addendum and only disclosed as required by law or for the purposes for which it was disclosed to such third party; and (ii) an agreement from such third party to immediately notify Associate of any breaches of confidentiality of the Protected Information, to the extent it has obtained knowledge of such breach. Additional provisions, if any, governing permitted disclosures of Protected Information are set forth in Attachment A.

c. Appropriate Safeguards. Associate shall implement appropriate safeguards consistent with applicable law as are necessary to prevent the use or disclosure of Protected Information other than as permitted by this Contract. Associate shall maintain a comprehensive written information privacy and security program consistent with applicable law that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Associate’s operations and the nature and scope of its activities.

d. Reporting of Improper Use or Disclosure. Associate shall report to AAA in writing any use or disclosure of Protected Information other than as provided for by this Contract within five (5) days of becoming aware of such use or disclosure.

e. Associate’s Agents. If Associate uses one or more subcontractors or agents to provide services under the Contract, and such subcontractors or agents receive or have access to Protected Information, each subcontractor or agent shall sign an agreement with Associate containing substantially the same provisions as this Addendum and further identifying CE and AAA as third party beneficiaries with rights of enforcement and indemnification from such subcontractors or agents in the event of any violation of such subcontractor or agent agreement. Associate shall implement and maintain sanctions against agents and subcontractors that violate such restrictions and conditions and shall mitigate the effects of any such violation.

f. Access to Protected Information. Associate shall make Protected Information maintained by Associate or its agents or subcontractors in Designated Record Sets available to AAA by the deadline specified in a written request by AAA so that AAA may comply with any request(s) by CE to AAA for inspection and copying of records to enable CE to fulfill its obligations to permit individual access to PHI under the Privacy Rule, including, but not limited to, 45 CFR Section 164.524.

g. Amendment of PHI. By the deadline specified in a written request from AAA for an amendment of Protected Information or a record about an individual contained in a Designated Record Set, Associate or its agents or subcontractors shall make such Protected Information available to AAA to provide to CE so that CE may fulfill its obligations with respect to requests by individuals to amend their PHI under the Privacy Rule, including, but not limited to, 45 CFR Section 164.526. If any individual requests an amendment of Protected Information directly from Associate or its agents or subcontractors, Associate must notify AAA in writing within two (2) days of receipt of the request.

h. Accounting Rights. By the deadline specified in written notice by AAA of a request for an accounting of disclosures of Protected Information, Associate and its agents or subcontractors shall make available to AAA the information required to provide an accounting of disclosures so that AAA may forward such accounting disclosures on to CE so that CE may fulfill its obligations under the Privacy Rule, including, but not limited to, 45 CFR Section 164.528. As set forth in, and as limited by, 45 CFR Section 164.528, Associate shall not provide an accounting to AAA of disclosures: (i) to carry out treatment, payment or health care operations, as set forth in 45 CFR Section 164.506; (ii) to individuals of Protected Information about them as set forth in 45 CFR Section 164.502; (iii) pursuant to an authorization as provided in 45 CFR Section 164.508; (iv) to persons involved in the individual's care or other notification purposes as set forth in 45 CFR Section 164.510; (v) for national security or intelligence purposes as set forth in 45 CFR Section 164.512(k)(2); or (vi) to correctional institutions or law enforcement officials as set forth in 45 CFR Section 164.512(k)(5). Associate agrees to implement a process that allows for an accounting to be collected and maintained by Associate and its agents or subcontractors for at least six (6) years prior to the request, but not before the compliance date of the Privacy Rule. At a minimum, such information shall include: (i) the date of disclosure; (ii) the name of the entity or person who received Protected Information and, if known, the address of the entity or person; (iii) a brief description of Protected Information disclosed; and (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure. In the event that the request for an accounting is delivered directly to Associate or its agents or subcontractors, Associate shall within five (5) days of the receipt of the request forward it to AAA in writing, which will forward such request to CE. It shall be CE's responsibility to prepare and deliver any such accounting requested. Associate shall not disclose any Protected Information except as set forth in Section 2(b) of this Addendum.

i. Governmental Access to Records. Associate shall make its internal practices, books and records relating to the use and disclosure of Protected Information available to the Secretary of the U.S. Department of Health and Human Services (the "Secretary"), in a time and manner designated by the Secretary, for purposes of determining CE's compliance with the Privacy Rule. Associate shall provide to AAA a copy of any Protected Information that Associate provides to the Secretary concurrently with providing such Protected Information to the Secretary. AAA shall subsequently provide such information to CE.

j. Minimum Necessary. Associate (and its agents or subcontractors) shall only request, use and disclose the minimum amount of Protected Information necessary, to the extent practicable, to accomplish the purpose of the request, use or disclosure, in accordance with the Minimum Necessary requirements of the Privacy Rule including, but not limited to 45 CFR Sections 164.502(b) and 164.514(d).

k. Data Ownership. Associate acknowledges that Associate has no ownership rights with respect to the Protected Information.

l. Retention of Protected Information. Notwithstanding Section 4(d) of this Addendum, Associate and its subcontractors or agents shall retain all Protected Information throughout the term of this Contract and shall continue to maintain the information required under Section 2(h) of this Addendum for a period of six (6) years after termination of the Contract.

m. Associate's Insurance. Associate shall maintain casualty and liability insurance to cover loss of PHI data and claims based upon alleged violations of privacy rights through improper use or disclosure of PHI. All such policies shall meet or exceed the minimum insurance requirements of the Contract (e.g., occurrence basis, combined single dollar limits, annual aggregate dollar limits, additional insured status and notice of cancellation).

n. Notification of Breach. During the term of this Contract, Associate shall notify AAA within twenty-four (24) hours of any suspected or actual breach of security, intrusion or unauthorized use or disclosure of PHI and/or any actual or suspected use or disclosure of data in violation of any applicable federal or state laws or regulations. Associate shall take (i) prompt corrective action to cure any such deficiencies and (ii) any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations.

o. Audits, Inspection and Enforcement. Within ten (10) days of a written request by CE, Associate and its agents or subcontractors shall allow CE or AAA to conduct a reasonable inspection of the facilities, systems, books, records, agreements, policies and procedures relating to the use or disclosure of Protected Information pursuant to this Addendum for the purpose of determining whether Associate has complied with this Addendum; provided, however, that: (i) Associate and CE shall mutually agree in advance upon the scope, timing and location of such an inspection; (ii) CE shall protect the confidentiality of all confidential and proprietary information of Associate to which CE has access during the course of such inspection; and (iii) CE shall execute a nondisclosure agreement, upon terms mutually agreed upon by the parties, if requested by Associate. The fact that CE inspects, or fails to inspect, or has the right to inspect, Associate's facilities, systems, books, records, agreements, policies and procedures does not relieve Associate of its responsibility to comply with this Addendum, nor does CE's (i) failure to detect or (ii) detection, but failure to notify Associate or require Associate's remediation of any unsatisfactory practices, constitute acceptance of such practice or a waiver of CE's enforcement rights under the Contract.

p. Safeguards During Transmission. Associate shall be responsible for using appropriate safeguards to maintain and ensure the confidentiality, privacy and security of Protected Information transmitted to AAA pursuant to the Contract, in accordance with the standards and requirements of the Privacy Rule, until such Protected Information is received by AAA, and in accordance with any specifications set forth in Attachment A.



q. Restrictions and Confidential Communications. Within ten (10) business days of notice by CE of a restriction upon uses or disclosures or request for confidential communications pursuant to 45 C.F.R. 164.522, Associate will restrict the use or disclosure of an individual's Protected Information, provided Associate has agreed to such a restriction. Associate will not respond directly to an individual's requests to restrict the use or disclosure of Protected Information or to send all communication of Protected Information to an alternate address. Associate will refer such requests to the CE so that the CE can coordinate and prepare a timely response to the requesting individual and provide direction to Associate.

### **3. Obligations of AAA.**

a. Safeguards During Transmission. AAA shall be responsible for using appropriate safeguards consistent with applicable law to maintain and ensure the confidentiality, privacy and security of PHI transmitted to Associate pursuant to this Contract, in accordance with the standards and requirements of the Privacy Rule, until such PHI is received by Associate, and in accordance with any specifications set forth in Attachment A.

b. Notice of Changes. AAA shall provide Associate with a copy of any notices of changes that it receives from the State pursuant to the State Addendum, including the following: 1) notice of privacy practices produced in accordance with 45 CFR Section 164.520, as well as any subsequent changes or limitation(s) to such notice, to the extent such changes or limitations may effect Associate's use or disclosure of Protected Information; 2) any changes in, or revocation of, permission to use or disclose Protected Information, to the extent it may affect Associate's permitted or required uses or disclosures; and 3) to the extent that it may affect Associate's permitted use or disclosure of PHI, any restriction on the use or disclosure of Protected Information that CE has agreed to in accordance with 45 CFR Section 164.522. CE may effectuate any and all such notices of non-private information via posting on CE's web site. Associate shall monitor CE's designated web site for notice of changes to CE's HIPAA privacy policies and practices.

### **4. Termination.**

a. Material Breach. In addition to any other provisions in the Contract regarding breach, a breach by Associate of any provision of this Addendum, as determined by AAA, shall constitute a material breach of this Contract and shall provide grounds for immediate termination of this Contract by AAA pursuant to the provisions of the Contract covering termination for cause, if any. If the Contract contains no express provisions regarding termination for cause, the following terms and conditions shall apply:

(1) Default. If Associate refuses or fails to timely perform any of the provisions of this Contract, AAA may notify Associate in writing of the non-performance, and if not promptly corrected within the time specified, AAA may terminate this Contract. Associate shall continue performance of this Contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services elsewhere.

(2) Associate's Duties. Notwithstanding termination of this Contract, and subject to any directions from AAA, Associate shall take timely, reasonable and necessary action to protect and preserve property in the possession of Associate in which AAA has an interest.

(3) Compensation. Payment for completed supplies delivered and accepted by AAA shall be at the Contract price. In the event of a material breach under paragraph 4a, AAA

may withhold amounts due Associate as AAA deems necessary to protect AAA against loss from third party claims of improper use or disclosure and to reimburse AAA for the excess costs incurred in procuring similar goods and services elsewhere.

(4) Erroneous Termination for Default. If after such termination it is determined, for any reason, that Associate was not in default, or that Associate's action/inaction was excusable, such termination shall be treated as a termination for convenience, and the rights and obligations of the parties shall be the same as if this Contract had been terminated for convenience, as described in this Contract.

b. Reasonable Steps to Cure Breach. If AAA knows of a pattern of activity or practice of Associate that constitutes a material breach or violation of the Associate's obligations under the provisions of this Addendum or another arrangement and does not terminate this Contract pursuant to Section 4(a), then AAA shall take reasonable steps to cure such breach or end such violation, as applicable. If CE's efforts to cure such breach or end such violation are unsuccessful, AAA shall either (i) terminate the Contract, if feasible or (ii) if termination of this Contract is not feasible, AAA shall report Associate's breach or violation to the Secretary of the Department of Health and Human Services.

c. Judicial or Administrative Proceedings. Either party may terminate the Contract, effective immediately, if (i) the other party is named as a defendant in a criminal proceeding for a violation of HIPAA, the HIPAA Regulations or other security or privacy laws or (ii) a finding or stipulation that the other party has violated any standard or requirement of HIPAA, the HIPAA Regulations or other security or privacy laws is made in any administrative or civil proceeding in which the party has been joined.

d. Effect of Termination.

(1) Except as provided in paragraph (2) of this subsection, upon termination of this Contract, for any reason, Associate shall return or destroy all Protected Information that Associate or its agents or subcontractors still maintain in any form and shall retain no copies of such Protected Information. If Associate elects to destroy the PHI, Associate shall certify in writing to AAA that such PHI has been destroyed.

(2) If Associate believes that returning or destroying the Protected Information is not feasible, Associate shall promptly provide AAA notice of the conditions making return or destruction infeasible. Upon mutual agreement of AAA and Associate that return or destruction of Protected Information is infeasible, Associate shall continue to extend the protections of Sections 2(a), 2(b), 2(c), 2(d) and 2(e) of this Addendum to such information, and shall limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible.

## **5. Injunctive Relief.**

AAA shall have the right to injunctive and other equitable and legal relief against Associate or any of its subcontractors or agents in the event of any use or disclosure of Protected Information in violation of this Contract or applicable law. Associate acknowledges and agrees that in the event of such impermissible use or disclosure of Protected Information, AAA may seek injunctive relief if: (1) AAA will suffer real, immediate, and irreparable injury which will be prevented by injunctive relief; (2) that AAA has no plain, speedy, and adequate remedy at law; (3) that the granting of a preliminary injunction will promote the public interest in privacy rather than disserve the public interest; (4) that the balance of equities always favors the injunction in such cases; (5) that the injunction will preserve the status quo pending a trial on

the merits; and (6) that AAA shall not be required to demonstrate a reasonable probability of success on the merits in order to obtain injunctive relief.

#### **6. No Waiver of Immunity.**

No term or condition of this Contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions of the Colorado Governmental Immunity Act, C.R.S. 24-10-101 et seq. or the Federal Tort Claims Act, 28 U.S.C. 2671 et seq. as applicable, as now in effect or hereafter amended.

#### **7. Limitation of Liability.**

Any limitation of Associate's liability in the Contract shall be inapplicable to the terms and conditions of this Addendum.

#### **8. Disclaimer.**

AAA makes no warranty or representation that compliance by Associate with this Contract, HIPAA or the HIPAA Regulations will be adequate or satisfactory for Associate's own purposes. Associate is solely responsible for all decisions made by Associate regarding the safeguarding of PHI.

#### **9. Certification.**

To the extent that CE determines an examination is necessary in order to comply with CE's legal obligations pursuant to HIPAA relating to certification of its security practices, CE or its authorized agents or contractors, may, at CE's expense, examine Associate's facilities, systems, procedures and records as may be necessary for such agents or contractors to certify to CE the extent to which Associate's security safeguards comply with HIPAA, the HIPAA Regulations or this Addendum.

#### **10. Amendment.**

##### **a. Amendment to Comply with Law.**

The parties acknowledge that state and federal laws relating to data security and privacy are rapidly evolving and that amendment of this Addendum may be required to provide for procedures to ensure compliance with such developments. This Addendum may be amended upon written notice by AAA to Associate, provided that such amendment is necessary to assure ongoing compliance with the State Addendum, HIPAA, the Privacy Rule and other applicable laws relating to the security or privacy of PHI. The parties understand and agree that CE and AAA must receive satisfactory written assurance from Contractor that Contractor will adequately safeguard all Protected Information. Upon the request of any party, the other party agrees to promptly enter into negotiations concerning the terms of an amendment to this Addendum embodying written assurances consistent with the standards and requirements of HIPAA, the Privacy Rule or other applicable laws. AAA may terminate this Contract upon thirty (30) days written notice in the event (i) Contractor does not promptly enter into negotiations to amend this Contract when requested by CE or AAA pursuant to this Section or (ii) Contractor does not enter into an amendment to this Contract providing assurances regarding the safeguarding of PHI that CE or AAA, in their discretion, deem sufficient to satisfy the standards and requirements of HIPAA and the Privacy Rule.

b. Amendment of Attachment A.

Attachment A may be modified or amended by mutual agreement of the parties in writing from time to time without formal amendment of this Addendum.

**11. Assistance in Litigation or Administrative Proceedings.**

Associate shall make itself, and any subcontractors, employees or agents assisting Associate in the performance of its obligations under the Contract, available to CE or AAA, at no cost to CE or AAA, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against AAA, its directors, officers or employees based upon a claimed violation by associate, its subcontractors, employees or agent of HIPAA, the Privacy Rule or other laws relating to security and privacy or PHI covered by this Addendum, except where Associate or its subcontractor, employee or agent is a named adverse party.

**12. No Third-Party Beneficiaries.**

The Department of Human Services, Division of Aging and Adult Services, is a Third-Party Beneficiary to this Agreement with rights of enforcement and indemnification in the event of any violation of the Contract. Nothing express or implied in this Contract is intended to confer, nor shall anything herein confer, upon any person other than The Department of Human Services, Division of Aging and Adult Services, CE, Associate and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

**13. Interpretation and Order of Precedence.**

The provisions of this Addendum shall prevail over any provisions in the Contract that may conflict or appear inconsistent with any provision in this Addendum. Together, the Contract and this Addendum shall be interpreted as broadly as necessary to implement and comply with HIPAA and the Privacy Rule. The parties agree that any ambiguity in this Contract shall be resolved in favor of a meaning that complies and is consistent with HIPAA and the Privacy Rule. This Contract supersedes and replaces any previous separately executed HIPAA addendum between the parties.

**14. Survival of Certain Contract Terms.**

Notwithstanding anything herein to the contrary, Associate's obligations under Section 4(d) ("Effect of Termination") shall survive termination of this Contract and shall be enforceable by CE as provided herein in the event of such failure to perform or comply by the Associate.

**15. Representatives and Notice.**

a. Representatives.

For the purpose of the Contract, the individuals identified elsewhere in this Contract shall be the representatives of the respective parties. If no representatives are identified in the Contract, the individuals listed below are hereby designated as the parties' respective representatives for purposes of this Contract. Either party may from time to time designate in writing new or substitute representatives.

b. Notices.

All required notices shall be in writing and shall be hand delivered or given by certified or registered mail to the representatives at the addresses set forth below.

AAA Representative:

Name:	Tim Feld
Title:	HIPAA Compliance Coordinator
Address:	1001 17 <sup>th</sup> Street, Suite 700 Denver, CO 80202

Contractor/Business Associate Representative:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Department/Division: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

**ATTACHMENT to EXHIBIT G**

This Attachment sets forth additional terms to the HIPAA Business Associate Addendum, which is part of the Contract between DRCOG and Contractor and is effective upon contract execution. This Attachment may be amended from time to time as provided in Section 10(b) of the Addendum.

1. Additional Permitted Uses. In addition to those purposes set forth in Section 2(a) of the Addendum, Associate may use Protected Information as follows: \_\_\_\_\_  
 None except as otherwise directed in writing by DRCOG \_\_\_\_\_

2. Additional Permitted Disclosures. In addition to those purposes set forth in Section 2(b) of the Addendum, Associate may disclose Protected Information as follows: \_\_\_\_\_  
 None except as otherwise directed in writing by DRCOG \_\_\_\_\_

3. Subcontractor(s). The parties acknowledge that the following subcontractors or agents of Associate shall receive Protected Information in the course of assisting Associate in the performance of its obligations under this Contract: \_\_\_\_\_  
 None except as otherwise directed in writing by DRCOG \_\_\_\_\_

4. Receipt. Associate's receipt of Protected Information pursuant to this Contract shall be deemed to occur as follows, and Associate's obligations under the Addendum shall commence with respect to such PHI upon such receipt: Upon the effective date of the contract \_\_\_\_\_

5. Additional Restrictions on Use of Data. CE is a Business Associate of certain other Covered Entities and, pursuant to such obligations of CE, Associate shall comply with the following restrictions on the use and disclosure of Protected Information: \_\_\_\_\_  
 As may be directed in writing by DRCOG or the State \_\_\_\_\_

6. Additional Terms. [This section may include specifications for disclosure format, method of transmission, use of an intermediary, use of digital signatures or PKI, authentication, additional security of privacy specifications, de-identification or re-identification of data and other additional terms.]  
 None \_\_\_\_\_

## **EXHIBIT H: E-VERIFY FEDERAL CONTRACTOR RULE EMPLOYMENT ELIGIBILITY VERIFICATION**

### **(a) Definitions. As used in this clause—**

Commercially available off-the-shelf (COTS) item—

(1) Means any item of supply that is—

- i. A commercial item (as defined in paragraph (1) of the definition at 2.101);
- ii. Sold in substantial quantities in the commercial marketplace; and
- iii. Offered to the Government, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in section 3 of the Shipping Act of 1984 (46 U.S.C. App. 1702), such as agricultural products and petroleum products. Per 46 CFR 525.1(c)(2), “bulk cargo” means cargo that is loaded and carried in bulk onboard ship without mark or count, in a loose unpackaged form, having homogenous characteristics. Bulk cargo loaded into intermodal equipment, except LASH or Seabee barges, is subject to mark and count and, therefore, ceases to be bulk cargo.

Employee assigned to the contract means an employee who was hired after November 6, 1986, who is directly performing work, in the United States, under a contract that is required to include the clause prescribed at 22.1803. An employee is not considered to be directly performing work under a contract if the employee—

- (1) Normally performs support work, such as indirect or overhead functions; and
- (2) Does not perform any substantial duties applicable to the contract.

Subcontract means any contract, as defined in 2.101, entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract. It includes but is not limited to purchase orders, and changes and modifications to purchase orders.

Subcontractor means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime Contractor or another subcontractor.

United States, as defined in 8 U.S.C. 1101(a)(38), means the 50 States, the District of Columbia, Puerto Rico, Guam, and the U.S. Virgin Islands.

### **(b) Enrollment and verification requirements.**

(1) If the Contractor is not enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall—

- i. Enroll. Enroll as a Federal Contractor in the E-Verify program within 30 calendar days of contract award;
- ii. Verify all new employees. Within 90 calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); and
- iii. Verify employees assigned to the contract. For each employee assigned to the contract, initiate verification within 90 calendar days after date of enrollment or within 30 calendar days of the employee’s assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section).

- (2) If the Contractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall use E-Verify to initiate verification of employment eligibility of—
- i. All new employees.
    - (A) Enrolled 90 calendar days or more. The Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or
    - (B) Enrolled less than 90 calendar days. Within 90 calendar days after enrollment as a Federal Contractor in E-Verify, the Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or
  - ii. Employees assigned to the contract. For each employee assigned to the contract, the Contractor shall initiate verification within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section).
- (3) If the Contractor is an institution of higher education (as defined at 20 U.S.C. 1001(a)); a State or local government or the government of a Federally recognized Indian tribe; or a surety performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond, the Contractor may choose to verify only employees assigned to the contract, whether existing employees or new hires. The Contractor shall follow the applicable verification requirements at (b)(1) or (b)(2), respectively, except that any requirement for verification of new employees applies only to new employees assigned to the contract.
- (4) Option to verify employment eligibility of all employees. The Contractor may elect to verify all existing employees hired after November 6, 1986, rather than just those employees assigned to the contract. The Contractor shall initiate verification for each existing employee working in the United States who was hired after November 6, 1986, within 180 calendar days of—
- i. Enrollment in the E-Verify program; or
  - ii. Notification to E-Verify Operations of the Contractor's decision to exercise this option, using the contact information provided in the E-Verify program Memorandum of Understanding (MOU).
- (5) The Contractor shall comply, for the period of performance of this contract, with the requirements of the E-Verify program MOU.
- i. The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Contractor's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Contractor will be referred to a suspension or debarment official.
  - ii. During the period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the Contractor is excused from its obligations under paragraph (b) of this clause. If the suspension or debarment official determines not to suspend or debar the Contractor, then the Contractor must reenroll in E-Verify.



**(c) Web site.** Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

**(d) Individuals previously verified.** The Contractor is not required by this clause to perform additional employment verification using E-Verify for any employee—

- (1) Whose employment eligibility was previously verified by the Contractor through the E-Verify program;
- (2) Who has been granted and holds an active U.S. Government security clearance for access to confidential, secret, or top secret information in accordance with the National Industrial Security Program Operating Manual; or
- (3) Who has undergone a completed background investigation and been issued credentials pursuant to Homeland Security Presidential Directive (HSPD)-12, Policy for a Common Identification Standard for Federal Employees and Contractors.

**(e) Subcontracts.** The Contractor shall include the requirements of this clause, including this paragraph (e) (appropriately modified for identification of the parties), in each subcontract that—

- (1) Is for—(i) Commercial or noncommercial services (except for commercial services that are part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item); or (ii) Construction;
- (2) Has a value of more than \$3,000; and
- (3) Includes work performed in the United States.

ATTACHMENT A



ACH Payment Request Form

\*Email request to: Accountspayable@drcog.org

Section 1 Your Company Information:

Company Name:	_____	FED ID:	_____
Requested by:	_____	Telephone Number:	_____

Email address(s) (this is for payment notifications): \_\_\_\_\_  
\_\_\_\_\_

Section 2 Bank Information\*:

Name of Financial Institution: \_\_\_\_\_

Routing Number: \_\_\_\_\_

Account Number: \_\_\_\_\_

**ACH Information:** By submitting this form, you authorize DRCOG to initiate ACH transactions to the account noted above.

**\*Please include a voided check or official bank letter with this form.**

For Internal Use Only

Input in GP: \_\_\_\_\_

Prenote completed: \_\_\_\_\_ Verified by: \_\_\_\_\_

**EXHIBIT 3 - Authorization for Release of Information to DOUGLAS COUNTY**

**EXHIBIT 3**  
**Authorization for Release of Information to**  
**DOUGLAS COUNTY**

**Applicant Name (printed):** \_\_\_\_\_

In an effort to better serve applicants requesting our services, we are requesting your consent to disclose certain information you provide to us, which may include personally identifying information or protected health information. Your consent to the disclosure and use of any such protected information is voluntary, and you are not required to consent to the use or disclosure of such information. If you choose not to consent to the disclosure and use of your information, you may still be eligible for certain services but Douglas County may not be able to provide grant funds to assist you in paying for those services.

**What Disclosure You Are Authorizing**

Federal and/or state law may prohibit the disclosure of protected information you have provided absent express written consent. By signing this Authorization for Release of Information, you are providing express written consent to the disclosure of your information as described in this form.

By signing this form, you consent to the disclosure of your information to Douglas County and any agencies to whom Douglas County is obligated to provide such information for purposes of reporting activity to funding agencies. You agree to the release of information such as name; date of birth; partial social security number; address and contact information; gender; income; prescription history; and the fact of certain medical and/or mental health conditions. We DO NOT track or disclose information regarding your HIV or STD status or patient records regarding substance use.

**Important Information About Your Consent**

Please be aware that the information disclosed based on this authorization may be redisclosed by a recipient and no longer protected by federal or state privacy laws. Not all persons or entities are required to comply with these laws. By signing this form, you release Douglas County from any, and all, liability arising out of or related to the disclosure of information permitted in this form.

**Termination of Consent**

This consent may be terminated at any time by providing written notice to *[insert agency name]* by email at *[insert agency email address]* or by delivering a written termination of consent to *[insert agency address]*. This consent will automatically expire 90 days after assistance or services cease if consent was not previously terminated. Upon receipt of a written termination or expiration of this consent, information may continue to be used and disclosed only to the extent required for reporting purposes for any previously administered services for up to \_\_\_\_\_ days.

**Acknowledgment: By signing this form, I acknowledge that I have read this form and voluntarily agree to its terms.**

Printed Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Name of agency collecting this Authorization:**

\_\_\_\_\_

**EXHIBIT 4 – DOUGLAS COUNTY Community Services System of Care  
User Confidentiality Agreement**

**EXHIBIT 4**  
**DOUGLAS COUNTY COMMUNITY SERVICES SYSTEM OF CARE**  
**User Confidentiality Agreement**

In an effort to hold a high standard of data stewardship, I, the undersigned user of the Douglas County Community Services System of Care Data System, herein referred to as “the System,” acknowledge that I have been informed and am aware of the confidential nature of the information provided and accessible to me through my use of the System.

I am advised and aware that:

1. Any information received directly from a resident, though a reports and/or stored record shall be confidential.
2. Information may only be shared with an agency, organization or individual for whom consent has been obtained through a signed Authorization for Release of Information by the resident.
3. Nothing in this agreement shall prevent me from commenting publicly about general trends, concerns or aggregate de-identifiable data.
4. Exceptions to this confidentiality agreement will be made as required by state law as it pertains to the mandatory reporting of abuse and neglect of children and at-risk adults.
5. Douglas County will not indemnify me, defend me, or contribute financially to my defense should civil or criminal claims be made against me if I choose to speak publicly concerning information obtained through the System.
6. Any breach of this agreement, including the unauthorized release of confidential information, may be punishable by law, subject me to discipline by my employer and/or result in my removal from future participation in the System.

Printed Name \_\_\_\_\_

Date \_\_\_\_\_

Signature \_\_\_\_\_

Agency \_\_\_\_\_

**EXHIBIT 5 – DOUGLAS COUNTY Community Services Partners  
Data Security Procedures**

## **EXHIBIT 5**

### **Data Security Procedures**

#### **Security Best Practices**

The Douglas County Cyber Security Team advises all users of the System to practice the following procedures to the best of their organization's ability.

#### **Personal**

- Only authorized users will be permitted access to the Douglas County Community Services System (System).
- All authorized users will be required to sign a confidentiality agreement.
- No data accessed from the System will be shared with non-authorized personnel, including physical copies.
- Keep aware of new cyber security threats and devise education and training to defend against them.
- Be wary and report any attempts to gather data by non-authorized parties, either through social engineering, phishing emails, or other means, to Community Services program staff contact.
- Report any additional incidents to Douglas County program staff.

#### **Technical**

- Computers and other devices used to access the System at the agency or by the agency authorized users will have anti-virus and/or advanced malware detection which is run at regular intervals.
- Keep all systems up-to-date with current software patching (Windows Updates, application patches, appliance firmware, drivers, etc).
- Do not save any sensitive, private, or personal data locally outside of the application.
- Control physical access to computers that have authorized access to the System.
- Never share a password with any person or save a password locally; and if a password needs reset, the user will contact the designated Douglas County employee for assistance.

#### **Roles and Access**

Each organization should create an internal policy that defines what personnel roles will have access to the System, who participates in those roles and periodically audit these roles.

#### **Incident Reporting**

In the event of an incident, all relevant information must be relayed as early as possible to the Douglas County Department of Community Development. Douglas County has an obligation to report data breaches within a statutory deadline.

The following are examples (but not an exhaustive list) of incidents:

- Unauthorized user accesses the system
- Computer that accesses constituent data is compromised by ransomware or virus
- Repeated phishing attempts at authorized personnel
- Social engineering or impersonation attempt to gain access to the system
- Unknown external media (usb, etc) is used on computers that accesses the System
- Computer previously used to access the system is removed through theft or unknown loss
- Unknown performance problems on any computer used to access the System

Partners should feel confident to contact [CRSgrants@douglas.co.us](mailto:CRSgrants@douglas.co.us) to leverage Douglas County cyber security professional expertise in the identification of potential incidents are other educational correspondence.



**MEETING DATE:** July 8, 2025

**STAFF PERSON RESPONSIBLE:** Michael McIntosh, Division Chief

**DESCRIPTION:** Acceptance of Equipment Awarded by the Department of Homeland Security North Central Region / Urban Area Security Initiative - EOD Response Vehicle (Bomb Truck) - Matching Funds Required in the Amount of \$60,000.00.

**SUMMARY:** The Douglas County Sheriff's Office Bomb Squad requires a modernized EOD response vehicle (bomb truck) to ensure the safety of our community and personnel during high-risk incidents involving explosive devices, hazardous materials, and CBRN threats. Our current vehicle is aging and no longer meets the operational demands of our bomb technicians in the field.

The new EOD response vehicle requires a **matching fund contribution of \$60,000**, which will support the full purchase of the truck through available grant opportunities. This vehicle is essential to enhance response capabilities, improve safety, and ensure continued service to the citizens of Douglas County.

Douglas County Sheriff's Office is categorized within the North Central Region (NCR) of the Colorado Homeland Security Plan. Based upon input by the Urban Area Security Initiative (UASI) Public Safety and Security Subcommittee, items needed throughout the North Central Region are considered for funding as it becomes available. Through this process, the Douglas County Sheriff's Office is submitting for matching fund approval for the following item for use by the Douglas County Bomb Squad:

Item #1 - EOD Response Vehicle (Bomb Truck) - Matching Funds Required: \$60,000.00

**RECOMMENDED ACTION:** Request that the Board acknowledge and approve the receipt of these assets.

**REVIEW:**

Darren Weekly	Approve	6/26/2025
Jeff Garcia	Approve	6/30/2025
Andrew Copland	Approve	6/30/2025
Doug DeBord	Approve	7/1/2025

**ATTACHMENTS:**

28 Douglas Bomb Truck  
28 Douglas Bomb Truck Budget  
FY24 Project award notification



# **FY 2024 NCR – UASI Grant**

## **Project Application**



### **1. FY 2024 Grant Detail**

This document is the grant application for FY 2024 NCR – Denver UASI HSGP grant projects. The deadline for project applications submitted is **5pm on 22 February, 2024.**

Updates to grant guidance, policies, and deadlines will be announced through by the North Central Region and Denver UASI Regional staff.

Once you have completed your grant project request, please submit this application document as well as the Budget Worksheet via email to [skellar@arapahoegov.com](mailto:skellar@arapahoegov.com). Please direct any questions on the application document or process to Scott Kellar at 303-768-8732.

<b>Project Name:</b> Bomb Truck
<b>Agency:</b> Douglas County Sheriff's Office
<b>Applicant Contact Information:</b> Name: Captain Joel White Phone number: 303-594-7869 Email: <a href="mailto:jwhite@dcsheriff.net">jwhite@dcsheriff.net</a>

### **2. Application Pre-Requisite Information**

The following items are requirements that your agency agrees to prior to submitting a project applications. Please check each of the boxes next to each requirement indicating your agency's approval and acknowledgement to complete/implement.

- ☒ Agree to sign the Denver UASI IGA if project is funded with UASI grant funding.
- ☒ Agree to follow/utilize the NCR Fiscal Agent SOP if project funded through the NCR.
- ☒ Agree to complete/pass a financial risk assessment by Arapahoe County and/or The City and County of Denver (grant program Fiscal Agents).
- ☒ Agree to add any acquired capital assets to Jurisdiction/Agency capital asset depreciation system/schedule.
- ☒ Agree to support NCR and/or Denver UASI equipment monitoring processes (federal requirement).
- ☒ Agree to develop and implement an MOU for equipment sharing of Regional assets (if needed).



## **FY 2024 NCR – UASI Grant**

### **Project Application**



### **3. Project Background**

- a. Provide a summary of the project including project objectives, outcomes and funding requirements. Be sure to answer the question ‘What are we trying to accomplish with this request?’**

The project would be to provide a purpose built response vehicle for the Douglas County Bomb Squad. The vehicle would allow the Douglas County Bomb Squad to reliably respond to any emergency along the Colorado Front Range, or further, to assist in neutralizing any terrorist threat, render safe any explosive threat, investigate the type of threat, provide support to tactical units through the use of robots which would be carried on the vehicle, mitigate any explosive threats or booby traps to ensure the safety of tactical units and the public, utilize x-ray capabilities to reveal hidden and unknown threats to ensure a safe and secure scene. The vehicle can also serve as a command post for tactical operations.

The purpose built bomb truck would overcome the deficiencies of the current vehicle being used by the Douglas County Bomb Squad which consists of a modified dump truck previously used by Douglas County Road and Bridge and a trailer that was originally intended for recreational purposed. Due to the current vehicle not being designed to handle the needs of a bomb squad, it suffers from reliability issues because of the demands placed on it, which it was not originally designed to handle. The demands include the weight it is required to carry, the electrical demands of the bomb equipment, and proper storage for a large scale robot, bomb suits, x-ray processing equipment, and other equipment requently used by the bomb squad.

The Douglas County Bomb Squad is asking for the purchase of a medium sized, purpose built bomb truck that will cost approximately \$550,000.

- b. Provide a summary description of the current state of this project.**

Research has been completed on the size and type of bomb truck that would be needed. Several venders have been contacted and the Douglas County Bomb Squad has identified the vehicle and manufacturer that would best fulfill their needs with both ability and cost as the major considerations.

- c. Has this project received previous HSGP grant funding? If so, please identify how much, what year and what grant supported the earlier project work.**

No.



## **FY 2024 NCR – UASI Grant**

### **Project Application**



d. Please categorize the requested project in the following areas:

- | <u>Yes</u>                          | <u>No</u>                           |  |
|-------------------------------------|-------------------------------------|--|
| <input checked="" type="checkbox"/> | <input type="checkbox"/>            | Is the proposal a LE/Terrorism Prevention Activity (LETPA) project?<br>LETPA projects are defined in <a href="#">FEMA IB 412 (LETPA)</a> .         |
| <input checked="" type="checkbox"/> | <input type="checkbox"/>            | Is the proposed project Shareable? Can the project's capability be shared with Regional partners?  |
| <input checked="" type="checkbox"/> | <input type="checkbox"/>            | Is the proposed project deployable? Can the project's capability be deployed outside of the owning community to support Regional/National efforts? |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | Will the proposed project require an Environmental Historical Preservation? <a href="#">EHP</a> Review?  |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | Is the proposed project scalable? Scalable projects can be implemented over different grant years if needed.                                       |

#### **4. Criticality and Infrastructure Linkage**

a. Describe how the project will directly mitigate or address terrorism risks or gap areas within the Region.

The bomb truck will be used to respond to terrorist events/threats to mitigate explosive threats. The truck will be used to transport the personnel and equipment required to midigate explosive threats. It will also trasport equipment that can assist tactical units in locating, confronting and midigating terrorist threats. The truck will also be used when conducting interagency operations with other regional bomb squads, tactical teams and investigations.

b. Identify which of the [UASI THIRA Planning Scenarios](#) or [Regional Risk Assessment Planning Scenarios](#) that the proposed project will address.

THIRA CCTA

c. Apply proposed project outcomes to the selected UASI THIRA planning scenario or Regional Risk Assessment Planning Scenario. Identify the issues, hazards or threats that the proposed project will address.



## **FY 2024 NCR – UASI Grant**

### **Project Application**



The project will address explosive threats, threats from armed individuals, identifying known and unknown threats, mitigating booby traps and explosive threats for the safety of the public and responding emergency personnel.

#### **5. National Priority Area Alignment**

- a. Identify which [National Priority Area](#) your proposed project is aligned with.

Combating Domestic Violent Extremism

- b. Describe how the proposed project's outcomes mitigate or address gap areas within the selected National Priority Area.

The project will ensure effective deployment of resources to mitigate explosive threats, to include improvised explosive devices whether they are placed, vehicle born, attached to a person or in any other scenario in order to help preserve infrastructure and human life. The project will also ensure the presence of remote platforms such as robots that can evaluate an area, locate and mitigate threats, and ensure the safety and security of an area.

#### **6. Core Capability Impact**

- a. Identify the core capability that your proposed project is aligned with (select the primary core capability from the drop down list below).

On-Scene Security, Protection, and Law Enforcement

- b. Describe how your proposed project impacts gap areas identified within the [UASI SPR Capability & POETE Gaps](#) or the [Regional Capability Assessment](#) . Include how your project's outcomes will close capability gaps or provide improvements for the Region.

The project ensures the presence of needed equipment to ensure on-scene security and protection as well as addressing present threats. The project can also serve as a command post to facilitate the coordination and collaboration of different agencies and emergency services.



## **FY 2024 NCR – UASI Grant**

### **Project Application**



- c. **Specifically identify and describe the Capability performance measures and/or POETE element (s) that your proposed project is designed to address. In particular, include in your description how the measures and/or POETE elements are improved through project outcomes.**

The project touches on each of the POETE elements.

**Planning:** This project provides an allocated resource to ensure the long range deployment of explosive mitigating equipment throughout the Colorado Front Range to assist with a mass casualty event.

**Organizing:** This project provides the ability to work as a command post to accommodate the planning and response of several different emergency agencies.

**Equipping:** This project ensures available regional resources and equipment will be available at the scene of an emergency or terrorist event. The mobility of the project ensures the resources are quickly on scene of a mass casualty event and has a far reaching response area.

**Training:** This project will be regularly utilized in consistent scheduled training to maintain the bomb squad's skill set to address a mass casualty event.

**Exercising:** This project assists with training exercises by being able to respond to training locations to work with other bomb squads, SWAT teams and emergency medical personnel in preparation of mass casualty and terrorist events. It will also assist the other agencies in learning the capabilities of bomb squads and how we assist in an emergency response.

- d. **Describe the project's implementation viability and support mechanisms through our standing Regional Committee subject matter expert structure.**

This project will close an operation gap by providing reliable response capabilities to bring equipment, personnel, and assets to the scene of an incident. We are seeking a similar vehicle to Jefferson County to increase the ease of interagency cooperation and workability. Bomb Squads frequently work in tandem on different operations. Examples of this include recent explosive breaching operations conducted with Jefferson County and a disposal of a significant amount of explosives with Boulder County at our (Douglas County) explosive range.

Furthermore, we are currently using a two vehicle set up using a converted dump truck and recreation trailer, both of which are experiencing significant reliability issues due to age, overuse and mechanical/electrical failures.

This project intends to provide us with a purpose built vehicle specifically designed to accomplish the regional capabilities required of a proper and efficient response to any threat or incident.



## **FY 2024 NCR – UASI Grant**

### **Project Application**



- e. Identify the expected capability score improvement upon project completion (scale of 1-10). Current scores are listed for each core capability in the [Regional Capability Assessment](#) Workbook.

#### **Current Capability Score**

2.63

#### **Projected Capability Score**

4.0

- f. Describe how your agency intends to sustain/maintain the capability developed by the proposed project following project completion.

The Douglas County Sheriff's Office will responsible for the upkeep and maintenance of the project. There will be continued training with the vehicle to maintain profficiency in utilizing the vehicle. Other units/agencies will also be familiarized with the capabilities of the vehicle.

## **7. Multi-Jurisdictional Collaboration**

- a. Describe how this project supports multiple jurisdictions and/or levels of government. Identify partner jurisdictions/agencies for the proposed project.

The mobility of this project will allow for assistance wherever it is needed. It is a regional resource that can be deployed at any time to any location. The project would partner with any other local agency and with the FBI, ATF and HSI for any terrorist event or security mission such as Presidential visits, major sporting events or any other occasion were a large gathering of the public would present itself as a target for terrorist activityThe Douglas County Bomb Squad services Douglas, Elbert and Lincoln Counties.

- b. Identify partner jurisdiction/agency that are actively collaborating development and submission of this project? Please include contact information (name, phone, email).

We have no partner agency in this project.

## **8. Budget Management/Matching Funds**

- a. **Financial Requirements.** Please complete the supporting excel budget spreadsheet entitled “FY 2024 NCR - UASI Project Application Budget Worksheet” to clearly identify the proposed project’s financial requirements. The FEMA Authorized Equipment List (AEL) website is:





## **FY 2024 NCR – UASI Grant**

### **Project Application**



<https://www.fema.gov/grants/guidance-tools/authorized-equipment-list>

#### **Authorized Equipment List Search Database**

- b. **Matching Funds Sources.** Please identify any sources of matching funds (hard match only) that will support the goals of this project. \*If you do not have matching funds for this project, please leave this section blank.

Agency: Douglas County Sheriff's Office	Amount: \$60,000
Matching Funds Percent: 11%	

## 8. Budget Management

Please enter the list of expenditures required to fund this project. If a course catalog or FEMA Authorized Equipment List (AEL) number is not required, please list as 'N/A'.

<https://www.fema.gov/grants/guidance-tools/authorized-equipment-list>

[AEL Search Database](#)

List of Expenditures	
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Agency	Description/Equipment Request	POETE Alignment	AEL/Catalog Number	Quantity	Cost Estimate	Line Total
Douglas County Sheriff's Office	Bomb Squad Response Vehicle		12VE-00-MISS - Vehicle, Specialized Mission	1	\$550,000.00	\$550,000.00
Douglas County Sheriff's Office	Bomb Squad Response Vehicle Matching Funds		12VE-00-MISS - Vehicle, Specialized Mission	1	-\$60,000.00	-\$60,000.00
						\$0.00
						\$0.00
						\$0.00
						\$0.00
						\$0.00
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						\$0.00
						\$0.00
						\$0.00
						\$0.00
						\$0.00
						\$0.00
						\$0.00
Total:						\$490,000.00

November 7, 2024  
Capt. Joel White  
Douglas County Sheriff's Office

Dear Capt. White,

Congratulations! The project you submitted for the FY24 UASI grant application, titled Douglas Explosive Ordinance Disposal Response Vehicle, has been selected to receive funding in the amount of \$490,000.

This project was selected based on the application you submitted in *February 2024*. For your reference, a copy of your application is attached. Please note that all grant funds must be expended by *August 31, 2027*.

Please respond to this notification at your earliest convenience, but no later than *December 13, 2024*, to acknowledge the grant award and authorize the Denver Office of Emergency Management to proceed with your grant selection.

Once you have acknowledged and accepted the grant, we will schedule a formal kickoff meeting to discuss timelines and set expectations. We anticipate holding this meeting between *January* and *March 2025*. Prior to the meeting, you will be asked to complete a financial risk assessment.

Your point of contact for this grant will be Jubal Vafeades, UASI Grant Administrator, and I, Will Armstrong, UASI Program Manager Supervisor.

To receive this grant, your agency will be expected to comply with the requirements of the Denver UASI program, which include:

- Maintaining a current and signed Intergovernmental Agreement (IGA) with the City and County of Denver
- Participating in the annual Threat and Hazard Identification and Risk Assessment (THIRA) and Stakeholder Preparedness Review (SPR)
- Completing a financial risk assessment survey
- Responding to requests for project evaluation
- Cooperating with Denver UASI staff during asset inventory and monitoring processes
- Adding procured equipment to your agency's asset depreciation schedule and noting it as a grant item in your Federal Single Audit (if applicable)

Denver UASI funding is provided through a federal award under the Homeland Security Grant Program, administered by the Department of Homeland Security (DHS), Federal Emergency Management Agency (Assistance Listing Number 97.067). All federal grant requirements outlined in the DHS Notice of Funding Opportunity (NOFO) for Fiscal Year 2024 Homeland Security Grant Program and in 2 CFR 200: Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, apply to this funding.

Again, congratulations, and please reach out if you have any questions.

Sincerely,

**Will Armstrong**  
UASI Program Manager Supervisor

X 

---

Will Armstrong  
UASI Program Manager Supervisor

**Will Armstrong** | UASI Program Manager Supervisor  
Office of Emergency Management | City and County of Denver  
Pronouns | he/him/his  
Cell: (512) 825-9636

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www.douglas.co.us

**MEETING DATE:** July 8, 2025

**STAFF PERSON RESPONSIBLE:** Michael McIntosh, Division Chief

**DESCRIPTION:** Acceptance of Equipment Awarded by the Department of Homeland Security North Central Region / Urban Area Security Initiative - Andros Spartan Vehicle Assembly (Robot) in the Amount of \$365,476.00.

**SUMMARY:** The Douglas County Sheriff's Office Bomb Squad requires an upgraded robotic platform to ensure the safety of our community and personnel during high-risk incidents involving explosive devices, hazardous materials, and CBRN threats. Our current robot is outdated and limits our ability to operate effectively in dangerous environments.

The new robot, costing \$365,476, will enhance our ability to safely respond to complex threats, manage multiple incidents simultaneously, and ensure we continue to provide the highest level of protection to the citizens of Douglas County.

Douglas County Sheriff's Office is categorized within the North Central Region (NCR) of the Colorado Homeland Security Plan. Based upon input by the Urban Area Security Initiative (UASI) Public Safety and Security Subcommittee, items needed throughout the North Central Region are considered for funding as it becomes available. Through this process, the Douglas County Sheriff's Office was awarded the following items for use by the Douglas County Bomb Squad:

Item #1 - Andros Spartan Vehicle Assembly (Robot) \$365,476.00

**RECOMMENDED ACTION:** Request that the Board acknowledge and approve the receipt of these assets.

**REVIEW:**

Darren Weekly	Approve	6/26/2025
Jeff Garcia	Approve	6/30/2025
Andrew Copland	Approve	6/30/2025
Doug DeBord	Approve	7/1/2025

**ATTACHMENTS:**

FY 2023 NCR UASI Grant Large Platform Robot Replac - Remotec Spartan



## **FY 2023 NCR – UASI Grant** **Project Application**



### **1. FY 2023 Grant Administrative Details**

This document is the grant project application for FY 2023 NCR – Denver UASI Homeland Security Grant Program (HSGP) grant projects. The submission deadline for project applications is **5pm on 16 February, 2023**.

Any updates or changes to grant guidance, policies, and deadlines will be announced by the North Central Region and Denver UASI Regional staff.

Submit grant project applications (this application document and the Budget Worksheet document) via email to [kblack@arapahoegov.com](mailto:kblack@arapahoegov.com). Please direct any questions on the application document or process to Katie Black at 303-768-8734.

<b>Project Name:</b> Large Platform Robot Replacement- Remotec Spartan
<b>Agency:</b> Arapahoe County Sheriff's Office and Douglas County Sheriff's Office
<b>Applicant Contact Information:</b> Name: Sgt. Bradford Zborowski Phone number: 303-435-4285 Email: bzbzorowski@arapahoegov.com

### **2. Application Pre-Requisite Information**

The following items are requirements that your agency agrees to prior to submitting a project applications. Please check each of the boxes next to each requirement indicating your agency's approval and acknowledgement to complete/implement.

- ☒ Agree to sign the Denver UASI IGA if project is funded with UASI grant funding.
- ☒ Agree to follow/utilize the NCR Fiscal Agent SOP if project funded through the NCR.
- ☒ Agree to complete/pass a financial risk assessment by Arapahoe County and/or The City and County of Denver (grant program Fiscal Agents).
- ☒ Agree to add any acquired capital assets to Jurisdiction/Agency capital asset depreciation system/schedule.
- ☒ Agree to support NCR and/or Denver UASI equipment monitoring processes (federal requirement).
- ☒ Agree to develop and implement an MOU for equipment sharing of Regional assets (if needed).





## **FY 2023 NCR – UASI Grant**

### **Project Application**



### **3. Project Background**

- a. Provide a summary of the project including project objectives, outcomes and funding requirements. Be sure to answer the question ‘What are we trying to accomplish with this request?’**

Both the Arapahoe and Douglas County Sheriff's Offices received large platform bomb squad robots in 2005. Both robots have been in service with their respective counties for the past 18 years. Both robots have effectively reached the end of their productive lifespans. Due to technology advances during this time period, both robots are obsolete and in need of replacement. Furthermore, these robots are no longer supported by the parent company (Remotec) and parts are no longer manufactured for these platforms. Both the Arapahoe and Douglas County Sheriff's Offices have been good stewards with their existing robot platforms, utilizing and maintaining servability for nearly two decades. With technological advancements, these platforms have been obsolete for several years now.

Large robotic platforms are an essential tool for every bomb squad across the country. It allows bomb technicians the ability to remotely observe, manipulate suspicious or dangerous items, and render safe said items. Using a robot during render safe operations greatly reduces the chance for injury or death to law enforcement personnel. The FBI motto for bomb squads is "start remote; stay remote."

The FBI oversees every bomb squad in the country and mandates that all active squads possess and utilize bomb robots for render safe operations. However, the FBI does not purchase robots for bomb squads. Due to the extremely high cost of these robots, it is financially impractical for counties to pay for these platforms. A current quote from Remotec for each "Spartan" robot is \$371,539.00. Every bomb squad in the Denver metro area either has or is moving to the Remotec Spartan platform.

By acquiring these new robots, the Arapahoe & Douglas County Sheriff's Offices will be able to continue their render safe mission in a bomb squad capacity and their SWAT mission.

Both the UASI EOD subcommittee and the Public Safety subcommittee fully support the Robot Replacement project.

- b. Provide a summary description of the current state of this project.**

This is a new project. Quotes have been obtained from the company Remotec for the robots.





## **FY 2023 NCR – UASI Grant**

### **Project Application**



- c. Has this project received previous HSGP grant funding (UASI or NCR)? If so, please identify how much, what year and what grant supported the earlier project work.

This project has NOT received previous HSGP funding.

- d. Please categorize the requested project in the following areas:

<u>Yes</u>	<u>No</u>	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Is the proposal a LE/Terrorism Prevention Activity (LETPA) project? LETPA projects are defined in <a href="#">FEMA IB 412 (LETPA)</a> .
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Is the proposed project Shareable? Can the project's capability be shared with Regional or National partners?
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Is the proposed project deployable? Can the project's capability be deployed outside of the owning community to support Regional/National efforts?
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Will the proposed project require an Environmental Historical Preservation? <a href="#">EHP</a> Review?
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Is the proposed project scalable? Scalable projects can be implemented over multiple grant funding years if needed.

#### **4. Criticality and Infrastructure Linkage**

- a. Describe how the project will directly mitigate or address terrorism risks or gap areas within the Region.

The bomb robot replacement project will strengthen responses to terroristic events within Arapahoe and Douglas Counties, as well as regional responses throughout the State of Colorado. There are many parts of the state (particularly eastern Colorado) which have no bomb squad capabilities; these jurisdictions rely on the Arapahoe and Douglas County Sheriff's Offices for bomb squad support.

The FBI relies on local bomb squads to identify, recover, render safe, dismantle, and dispose of explosives and/or explosive devices during routine, emergency, or tactical operations.



## **FY 2023 NCR – UASI Grant**

### **Project Application**



Bomb squads also recover and dispose of hazardous materials. All bomb technicians are listed, by name, on the Federal Bureau of Investigations National Response Plan.

Having modern and reliable robot platforms would allow the Arapahoe and Douglas County Sheriff's Offices to continue with render safe operations throughout the State. These robots will allow bomb technicians the ability to work on hazardous devices without exposing them to the dangers of IEDs, explosives, or dangerous chemicals.

During active threat responses, SWAT and Bomb assets would respond in order to mitigate the hazard. Arapahoe County and Douglas County Bomb technicians are fully integrated with their respective SWAT teams and respond with SWAT on a majority of callouts.

- b. Identify which of the [Regional Risk Assessment Planning Scenarios](#) or [THIRA Planning Scenarios](#) that the proposed project will address.

THIRA CCTA

- c. Apply proposed project outcomes to the selected UASI THIRA planning scenario or Regional Risk Assessment Planning Scenario. Identify the issues, hazards or threats that the proposed project will address.

Bomb Squads (in both a render safe and tactical role) are the first line of defense against domestic and international terrorist attacks and will be called upon to respond during such incidents. The robot replacement project will allow the Arapahoe and Douglas County Sheriff's Offices modern and capable robots to neutralize encountered IEDs and IIDs. Robots would also be critical when dealing with booby trapped areas.

For its SWAT role, robots will be integrated with tactical teams to clear areas, address IEDs/suspicious packages, and provide electronic surveillance options.

## **5. National Priority Area Alignment**

- a. Identify which [National Priority Area](#) your proposed project is aligned with.

Combating Domestic Violent Extremism



## **FY 2023 NCR – UASI Grant**

### **Project Application**



- b. Describe how the proposed project's outcomes mitigate or address gap areas within the selected National Priority Area.**

The robot replacement project will greatly enhance the capabilities of both the Arapahoe County Sheriff's Office Bomb Squad and Douglas County Sheriff's Office Bomb Squad. Historically, terrorist groups (both domestic & international) use improvised explosive and incendiary devices to further their cause or create mass chaos. Utilizing a capable robotic platform to render safe these devices is the safest way to address such threats and save lives.

These robots will also be used in a SWAT capacity when encountering such threats. These robots provide technical entry, communication, and surveillance options to tactical teams. In extreme cases, these platforms can be used in an offensive capacity.

## **6. Core Capability Impact**

- a. Identify the core capability that your proposed project is aligned with (select the primary core capability from the drop down list below).**

On-Scene Security, Protection, and Law Enforcement

- b. Describe how your proposed project impacts gap areas identified within the [Regional Capability Assessment Workbook](#) or the UASI SPR. Include how your project's outcomes will close capability gaps or provide improvements for the Region.**

The Robot Replacement Project addresses several capability gaps within the "On-Scene Security, Protection, and Law Enforcement- Incident Ops" core capability.

Point B- The Arapahoe and Douglas County Sheriff's Offices support numerous jurisdictions within the State of Colorado as it relates to Bomb Squad and SWAT operations. There are no bomb squads in the Eastern portion of the state; they rely on mutual aid assistance from these agencies. Both Counties have supported numerous other jurisdictions, to include Denver, Aurora, Boulder, Colorado Springs, US Air Force, US Army, Yuma, Wray, Limon, Flagler, Burlington, and Cheyenne Wells. Whenever Bomb Squad or SWAT mutual aid is requested, Arapahoe County and Douglas County Sheriff's Offices will respond.





## **FY 2023 NCR – UASI Grant**

### **Project Application**



Point E- the Robot Replacement Project will greatly enhance the ability to effectively and safely respond to and render safe an explosive device- suicide/proxy bombers, large vehicle bombs, HME labs, RCIEDs, and CBRN incidents. Robotic platforms would be essential tools to handle any of these events. Robots would be utilized when the posed hazards are too dangerous to send in bomb technicians.

Point G- the Robot Replacement Project would allow both requesting agencies the ability to better respond to and effectively mitigate multiple incidents occurring simultaneously.

Point I- the Robot Replacement Project would address the gap in robot capability and is needed inventory for bomb squads.

- c. **Specifically identify and describe the capability performance measures (column A in the workbook) and/or capability POETE element (s) that your proposed project is designed to address. In particular, include in your description how the capability measure and/or POETE element are improved through project outcomes.**

The Robot Replacement Project would address the Equipment element of POETE. This project would provide the Arapahoe and Douglas County Sheriff's Offices with modern robotic platforms to enhance render safe and tactical capabilities during SWAT and Bomb Squad operations. These robotic platforms are the gold standard around the country; Denver metro area agencies are in the process of converting their robotic fleets to the Remotec Spartan platform as it has proved to be a capable workhorse for Bomb Squad/SWAT missions.

- d. **Describe the project's implementation viability and support mechanisms through our standing Regional Committee subject matter expert structure.**

The Robot Replacement Project is currently supported by both the EOD Subcommittee and Public Safety Subcommittee. This project is designed to maintain current response capabilities.

- e. **Identify the expected Regional capability score improvement upon project completion (scale of 1-10). Current scores are listed for each core capability in the [Regional Capability Assessment Workbook](#).**

#### **Current Capability Score**

7.45

#### **Projected Capability Score**

7.5



## **FY 2023 NCR – UASI Grant**

### **Project Application**



- f. Describe how your agency intends to sustain/maintain the capability developed by the proposed project following project completion.**

The Arapahoe County and Douglas County Sheriff's Offices will maintain their respective robot platforms. Each agency will be responsible for all costs associated with maintenance, training, storing, and operating their robot platforms. Bomb Squad members from each agency will develop/maintain a working relationship with representatives from Remotec to ensure that the robot remains in good working order. A properly maintained Remotec Spartan robot should last for many years.

## **7. Multi-Jurisdictional Collaboration**

- a. Describe how this project supports multiple jurisdictions and/or levels of government. Identify partner jurisdictions/agencies for the proposed project.**

Both the Arapahoe County and Douglas County Sheriff's Offices (Bomb Squads) work in conjunction with numerous Federal, State, and local agencies. On any large active shooter/mass casualty event, bomb squads from all over the Denver metro area will work together to resolve situations. Partner agencies include, but are not limited to, the FBI, ATF, US Military EOD, Denver PD, Aurora PD, Colorado State Patrol, Colorado Springs PD, El Paso County SO, Jefferson County SO, Adams County SO, Boulder PD/Boulder County SO, and numerous smaller cities and towns. The Robot Replacement Project will truly function as a regional asset and will be a benefit for multiple jurisdictions at all levels of government.

- b. Identify partner jurisdiction/agency that are actively collaborating development and submission of this project? Please include contact information (name, phone, email).**

Arapahoe County Sheriff's Office  
Sgt. Bradford Zborowski (Bomb Squad Commander)  
303-435-4285  
[bzborowski@arapahoegov.com](mailto:bzborowski@arapahoegov.com)

Douglas County Sheriff's Office  
Captain Joel White (Bomb Squad Commander)  
303-594-7869  
[jwhite@dcsheriff.net](mailto:jwhite@dcsheriff.net)



## **FY 2023 NCR – UASI Grant** **Project Application**



### **8. Budget Management/Matching Funds**

- a. **Financial Requirements.** Please complete the supporting excel budget spreadsheet entitled “FY 2023 NCR - UASI Project Application Budget Worksheet” to clearly identify the proposed project’s financial requirements. The FEMA Authorized Equipment List (AEL) website is:

<https://www.fema.gov/grants/guidance-tools/authorized-equipment-list>

- b. **Matching Funds Sources.** Please identify any sources of matching funds (hard match only) that will support the goals of this project. \*If you do not have matching funds for this project, please leave this section blank.

Agency: Click or tap here to enter text.	Amount: Click or tap here to enter text.
Matching Funds Percent: Click or tap here to enter text.	





Denver UASI Working Group  
101 W. Colfax Ave, Flr 7  
Denver, CO 80202  
Phone: 720-865-7659  
Fax: 720-865-7691  
[www.denvergov.org](http://www.denvergov.org)



North Central All-Hazards Emergency Management  
Caley Ave., Ste. 114  
Centennial, CO 80111  
Phone: 303-768-8732  
Fax: 303-768-8729  
[www.ncrcolorado.org](http://www.ncrcolorado.org)

May 11<sup>th</sup>, 2023

Bradford Zborowski  
Arapahoe County Sheriff's Office  
[bzborowski@arapahoegov.com](mailto:bzborowski@arapahoegov.com)

Dear Bradford Zborowski,

This letter is to notify you that your project titled, "Large Platform Robot Replacement" that was submitted as part of the FY 2023 North Central All-Hazards Region (NCR)/ Urban Area Security Initiative (UASI) Homeland Security Grant process has been included as part of the UASI's application to the State of Colorado's Department of Homeland Security and Emergency Management for funding. Please note that the State subsequently submits project proposals gathered from the Urban Area Security Initiative Program and All-Hazard Regions throughout the State as part of their FY 2023 Federal application for funding. The final decision for funding individual projects is made by the Federal Emergency Management Agency (FEMA) and will not be determined until September 2023.

Generally, FEMA will award funding in October 2023, and the funding then must be accepted through the grant's fiscal agent (Arapahoe County and/or City and County of Denver). We will notify all project managers of projects that are included for funding at the time of award and anticipate scheduling kick-off meetings by late Fall of 2023 or early Spring of 2024.

Attached is the NCR Board/Denver UASI Executive Committee approved 2023 Integrated Priority List of the projects as they were ranked by the Region's grant development committee. Please reach out to Kelli Schulte, UASI Program Administrator at [kelli.schulte@denvergov.org](mailto:kelli.schulte@denvergov.org) or Scott Kellar, NCR Homeland Security Coordinator at [SKellar@arapahoegov.com](mailto:SKellar@arapahoegov.com) with any questions.

Sincerely,

A handwritten signature in cursive script that reads "Kelli M. Schulte".

Kelli Schulte  
UASI Program Administrator  
Phone: 720-814-1748

A handwritten signature in cursive script that reads "Charles S. Kellar".

Scott Kellar  
NCR Homeland Security Coordinator  
Phone: 303-901-0680



Print Date: 2/21/2024

REV: G

**QUOTE**

**Domestic**

FROM: Kim Tipton

Peraton, Remotec, Inc.  
353 JD Yarnell Industrial Parkway  
Clinton, TN 37716  
Cell: 865-548-6150  
Fax: (865) 483-1436  
[kim.tipton@peraton.com](mailto:kim.tipton@peraton.com)

Quote#: 8926

Date: 2/21/2024

Terms: Net 30 Days

Delivery: Subject to Receipt of  
Order (Estimated to be 240 days  
after acceptance of order)

TO: Arapahoe County PD

303-435-4285

Bradford Zborowski  
13101 East Broncos Parkway  
Centennial, CO 80112  
720-874-4194

[bzborowski@arapahoegov.com](mailto:bzborowski@arapahoegov.com)

**This pricing valid for 90 days.**

ITEM	DESCRIPTION	PART NO.	QTY.	UNIT PRICE	TOTAL PRICE
1	ANDROS Spartan Vehicle Assembly Includes: - Position Feedback with User Presets - Cameras - Surveillance color camera with white light and IR LED's and Pan / Tilt (Continuous pan) - Gripper palm camera - Front and rear drive cameras - Color arm camera - Accessory Interface Mount (includes adapter for legacy accessories) - Vehicle Battery Pack includes 9 BB2590 Batteries - Tool Kit - Pneumatic Wheel Kit	2463-0100	1	\$ 236,498	\$ 236,498
	One Operation/Maintenance Manual (CD-ROM) (Included in Item 1)		1		\$ -
	6 Bay BB2590 Battery Charger Assembly (2 Included in Item 1)	CHGR-035	1		
	2 Days Operator/Maintenance Training at REMOTEC (maximum class size is 6 people) (Included in Item 1) See Note (2)	TRAINING-001	2		
	2 Days Operator/Maintenance Training at Customer Facility See Note (3)	TRAINING-001		Get Separate Quote	
<b>CONTROL SYSTEM</b>					
<i>System requires OCU plus at least one Data Link for operation</i>					
2	Operator Control Unit Includes: - Ruggedized Laptop with Touchscreen - Docking Station - 2 BB2590 Battery - Pelican Case	2463-8700-X	1	17535	\$ 17,535
		BATTERY-BR-BB2590			
3	Andros Controller (Remotec Xbox)	2470-8080		\$ 3,270	\$ -



4	Andros Switchbox	2463-8150	1	\$ 9,720	\$ 9,720
<b>DATA LINK OPTIONS</b>					
5	Radio Control Assembly, (Includes case) (Requires video frequency prior to production)	2463-8480-X		\$ 50,595	\$ -
	Case for Fiber	CASE-024			\$ -
6	Fiber Optic Cable Reel Assembly (1200 ft.) (Includes case)	C2455-8330		\$ 26,244	\$ -
	Case for Fiber	CASE-004			
7	Fiber Optic Integration Hardware				
8	Spare Spool of Fiber Optic Cable (1200 ft.)	D7050-8323		\$ 2,455	\$ -
<b>AUDIO/VIDEO OPTIONS</b>					
9	Camera Pan/Tilt Assembly (Can Be Used On Arm)	2463-5000	1	\$ 15,908	\$ 15,908
10	Camera Sighting Kit Assembly	2470-3825	1	\$ 973	\$ 973
11	Laser Assembly	2471-5172	2	\$ 505	\$ 1,010
12	Laser Filter Assembly	C7055-3830	1	\$ 956	\$ 956
13	Gripper Held Search Camera	B3875-5130		\$ 2,519	\$ -
14	Thermal Imager Kit	2463-5375	1	\$ 6,994	\$ 6,994
15	High Intensity Light Assembly (includes battery & charger)	2470-3845		\$ 1,712	\$ -
16	24" Touch LED Monitor	MONITOR-15	1	\$ 1,191	\$ 1,191
<b>TOOLS</b>					
17	Receiver Grip Assy. (Gripper Block)	B2461-5850		\$ 258	\$ -
18	X-Ray Assembly (fits Golden X-Ray Systems) Works with drum & "bread-maker" style film	2470-3807	1	\$ 1,901	\$ 1,901
19	Contamination Smear Assembly (For swab sampling)	C7045-7600		\$ 1,190	\$ -
20	Dual Pan Disrupter Mount Assembly	2470-5220	1	\$ 6,220	\$ 6,220
21	PAN Disrupter	DISRUPTER-003**		\$ 4,150	\$ -
22	PAN Disrupter Kit With Aluminum Stand	DISRUPTER-004-A**		\$ 7,092	\$ -
23	PAN Disrupter, T3, Titanium	DISRUPTER-005**		\$ 5,443	\$ -
24	PAN Disrupter Electric Breech	BRCH-ELEC-KIT-PAN		\$ 4,437	\$ -
25	Dual Disrupter Mount Assembly (for Royal Arms or Neutrex 29mm/20mm - Please Specify)	2470-6130		\$ 2,064	\$ -
26	Shock Tube Initiator, Two Channel	INIT-2CH-FX		\$ 2,416	\$ -
27	Shock Tube Initiator, Four Channel	INIT-4CH-FX	1	\$ 3,429	\$ 3,429
28	37mm and 40 mm Breacher Mount Assembly	E7055-6090		\$ 3,892	\$ -
29	Breacher, GL6, 40 mm, rifled barrel	BR-GL6-40MM**		\$ 6,194	\$ -
30	Breacher, GL65, 40 mm, rifled barrel (long cartridge)	BR-GL65-40MM**		\$ 5,922	\$ -
31	Breacher-L6-37mm, smooth bore	BR-L6-37MM**		\$ 4,877	\$ -
32	Breacher-L8-37mm, smooth bore (long cartridge)	BR-L8-37MM**		\$ 5,026	\$ -
33	BR-SL65-37mm (Sage or Arwen Ammo only)	BR-SL65-37MM**		\$ 3,457	\$ -
34	Electric Breach T3 Disrupter	BREACH-ELECT-T3		\$ 3,817	\$ -
35	Picatinny Rail Claw Assembly	D7045-2726		\$ 1,866	\$ -
36	Picatinny Rail Cable Cutter Assembly	C7040-7030		\$ 511	\$ -
37	Circular Saw Assembly (Battery included)	7057-7070-1		\$ 2,175	\$ -
38	Reciprocating Saw Assembly (Battery included)	7057-7080-1		\$ 2,175	\$ -
39	Drill Assembly (Battery included)	7057-7040-1		\$ 2,519	\$ -
40	Charge Dropper	2470-3830		\$ 1,035	\$ -

41	BLOCK ACCESSORY TOOL SYSTEM	BATS3-REM-ANDROS	1	\$ 9,112	\$ 9,112
42	Ideal Mini Gander	MINIGANDER		\$ 7,779	\$ -
43	Power Hawk Assembly	2471-7500		\$ 39,665	\$ -
	Includes the following:				
	- Power Hawk Unit	POWERHAWK-004			
	- Power Hawk Kit				
	- Case For Power Hawk	CASE-024			
44	Drawbar Package (Does NOT include receiver hitch)	C2461-7590		\$ 842	\$ -
45	Ideal Electric release HEADD Hitch ( Requires Drawbar Package)	HITCH-001		\$ 2,219	\$ -
46	Receiver Hitch Kit	2455-7580		\$ 572	\$ -
47	Water Disrupter Deployer Kit	C2461-7585		\$ 2,232	\$ -
48	Spare Parts Kit (per robot)	2463-0164		\$ 32,880	\$ -
49	Spare BB2590 Batteries for vehicle and OCU	BATTERY-BR-BB2590	11	\$ 808	\$ 8,888
50	Spartan Arm and Chassis Service Kit	2463-0153		\$ 1,140	\$ -
51	Second Year Extended Warranty Contract	MAINTENANCE-001		\$ 5,940	\$ -
52	Third Year Extended Warranty Contract	MAINTENANCE-001		\$ 5,940	\$ -
53	Fourth Year Extended Warranty Contract	MAINTENANCE-002		\$ 7,587	\$ -
54	Fifth Year Extended Warranty Contract	MAINTENANCE-002		\$ 7,587	\$ -
55	Sixth Year Extended Warranty Contract	MAINTENANCE-003		\$ 8,667	\$ -
56	Five Years of Extended Warranty (Years 2 through 6)	MAINTENANCE-005		\$ 30,181	\$ -
<b>Subtotal</b>					<b>\$ 320,335</b>
<b>Subtotal (Total From Misc. Items) (See attachment if greater than 0)</b>					<b>\$ 41,155</b>
<b>PACKAGING &amp; FREIGHT</b>					
57	Customer Pick-up				
58	Packaging in Reusable Shipping Crate	CRATE-006	1	\$ 2,770	\$ 2,770
59	Ship Items	FREIGHT	1	\$ 1,216	\$ 1,216
<b>Shipping &amp; Handling Subtotal</b>					<b>\$ 3,986</b>
<b>Other charges/discounts</b>					<b>\$ -</b>
<b>TOTAL Sale Price</b>					<b>\$ 365,476</b>

\*\* This item requires the customer to obtain the required ATF/FCC Licensing, which may result in product and/or delivery delays. Remotec is not responsible for any delays including delivery as a result of any ATF or FCC licensing requirement

- 1.) Prices are based upon acceptance of Remotec's Terms and Conditions (attached). Any deviation from these conditions
- 2.) Pricing does not include any taxes, fees, or other related items unless specifically called out.
- 3.) Customer is responsible for all import and export taxes from origin to destination

NOTE: Acceptance of order may be delayed with negotiating terms and conditions, acquiring customer order details, acquiring radio frequencies, and resolving any other unforeseen issues which may require resolution prior to scheduling the production of items ordered.

**INC. - DOMESTIC**

FROM: Peraton, Remotec, Inc.  
353 JD Yarnell Industrial Parkway  
Clinton, TN 37716  
Phone: (865)  
Fax: (865) 483-1436

TO:

REMOTEC Reference No.

Date:

Terms: Net 30 Days

Prices are F.O.B. Origin  
Clinton, TN

Delivery: 240 days or less  
After Acceptance of Order  
**(For Multi-Vehicle Orders  
Check With Sales Dept.)**

This pricing is valid for 90 days.

ITEM	DESCRIPTION	PART NO.	QTY.	UNIT PRICE	TOTAL PRICE
1	Spartan MPU5 Integration Assembly	TBD	2	\$ 20,000.00	\$ 40,000.00
2	Spartan Cables and mount	TBD	1	\$ 1,155.00	\$ 1,155.00
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -

**TOTAL COST**

**\$ 41,155.00**

- (1) Prices listed are for sales in U.S.A. only. Export prices are available upon request.  
(2) Additional pricing available upon request for off-site training at customer's facility.  
(3) Please see REMOTEC's terms and conditions for details on our 1 year limited warranty.  
Extended Service contracts are available. Please see the Extended Service Tab for details of coverage.  
(4) Prices are based upon acceptance of REMOTEC's Terms and Conditions (attached).  
Any deviation from these conditions may result in a price increase.

- (5) Remotec reserves the right to substitute the latest production part for items purchased. This may be equal or substantially better than the part shown as ordered.  
(6) Training included in Robotic unit purchases expire if unused one year from delivery date of the Robotic unit.  
(7) Multiunit sales will earn training classes based on the formula of one free class for every five units purchased ( rounded up)

**NOTE: "Acceptance of order may be delayed while negotiating terms and conditions, acquiring customer order details, acquiring radio frequencies, and resolving any other unforeseen issues which may require resolution prior to scheduling the production of items ordered.**

# REMOTEC®

## DOMESTIC SALES TERMS AND CONDITIONS

### A. DEFINITIONS

"Seller" means REMOTEC, Inc.

"Buyer" means the other party to this agreement that is purchasing the goods subject to these terms and conditions.

### B. ACCEPTANCE/AGREEMENT

All orders are subject to factory acceptance. Additional or different terms or any attempt by the Buyer to vary, in any degree, any of the terms of this sales agreement form shall be deemed material and are objected to or rejected, but this sales agreement form shall not operate as a rejection of the Buyer's offer unless it contains variances in the terms of the description, quantity, price or delivery schedule of the goods.

### C. LIMITED WARRANTY

Seller covenants and agrees that the work and equipment delivered under this order shall be free from defects in material and workmanship at the time of delivery. Whenever Seller is acting as a reseller of the products of another manufacturer, Seller provides this warranty solely as a "pass-through" warranty on behalf of the original equipment manufacturer (OEM). Seller will, at its sole options, repair, correct, or replace (or facilitate such repair, correction or replacement by the OEM), F.O.B. point of manufacture, any such work or equipment which proves to be defective, provided that Seller is given written notice of any such defect no later than one (1) year after being shipped (as hereafter defined) by Seller. Seller will conduct the defect investigation of the work and/or equipment at the installation site and repair, correct or replace the defective item at such site or at its designated facility. Repair correction or replacement in the manner provided above shall constitute complete fulfillment of all Seller's obligations under this assurance. Such assurance shall not apply to design or to any equipment or parts which have been subjected to accident, misuse or unauthorized alteration, to normal wear (which includes components with innately limited life), or to defects caused by not complying with Seller's installation and service requirements (if the failed equipment or parts were not installed by Seller).

This assurance shall apply to and include the correction of Technical Data pertinent to defective work and equipment to the extent delineated hereinabove, but in no event to include computer software.

The product may contain reconditioned material. Reconditioned material meets or exceeds all required specifications and is fully covered under the product warranty.

If the repair, correction or replacement of work, or equipment is not within the scope of this clause, then Seller shall require a separate purchase order from the Buyer perform the work.

The warranty provided by Seller herein is exclusively limited to the products manufactured by Seller, specifically the REMOTEC® ANDROS Robot. Warranties, if any, associated with all other products are exclusively and expressly limited to those warranties provided by the manufacturers of such products which are by their terms available to Seller's customers.

The installation or use of any third-party accessory, assembly, radio and or tool not tested and approved by Seller's for use on Seller products will cause the warranty on the Seller's products to be voided.

THE FOREGOING COVENANTS ARE EXCLUSIVE AND ARE IN LIEU OF ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR PURPOSE, OR OTHER WARRANTY OF QUALITY, WHETHER EXPRESS, STATUTORY OR IMPLIED. IN NO EVENT SHALL SELLER BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES.

### D. CANCELLATION/TERMINATION

Contract may be terminated at any time by either Party by providing a 90-day written notice of termination. As such, the Contract shall terminate with no further financial obligation of the Customer with respect to payment of obligation due after 90 days from the date of such notice.

### E. PROPRIETARY INFORMATION

All drawings, diagrams, specifications, and other materials furnished by Seller and identified as proprietary, relating to the use and service of articles furnished hereunder and the information therein, are proprietary to Seller (or in cases where Seller is acting as a reseller, such information is proprietary to the OEM). Buyer may not reproduce or distribute such materials except to Buyer's employees who may use the articles as part of their duties. Seller will treat drawings, specifications, or data furnished by Buyer in connection with this order as proprietary, when identified as such, in connection with this purchase.

### F. DELIVERY/ACCEPTANCE

The promised delivery date is the best estimate possible based upon current and anticipated manufacturing capabilities of when the product will be shipped. Seller assumes no liability for loss, damage, or consequential damages due to delay.

### G. CLAIMS/NOTICE OF DEFECTS

Failure of the Buyer to object in writing to any merchandise within 30 days after receipt thereof will constitute complete acceptance by Buyer of such merchandise. Rejected material must be returned to Seller, F.O.B. Origin, within 45 days after receipt and with prior authorization from Seller. Seller may (at its option) recondition or replace the rejected material to meet Buyer's specifications within a reasonable time period after receipt. Claims for shipping damage must be made with the carrier.

### H. FORCE MAJEURE

Fulfillment of this order is contingent upon the availability of materials. Seller shall not be liable for any delay in delivery or for non-delivery in whole or in part caused by the occurrence of any contingency beyond the control of either Seller or suppliers to Seller including but not limited to war, sabotage, acts of civil disobedience, failure or delay in transportation, act of any Government or agency or subdivision thereof, judicial action, labor dispute, fire, accident, explosion, epidemic, quarantine, restrictions, storm, flood, earthquake, acts of God, shortage of labor, fuel, raw material or machinery, or technical failure where Seller has exercised ordinary care in the prevention thereof.



## DOMESTIC SALES TERMS AND CONDITIONS

### I. PAYMENT TERMS

#### Domestic:

For purchase orders less than a \$100K, payment terms are net 30 days upon receipt of invoice.

For purchase orders greater than \$100K, Buyer has two options for payment and must select one upon Seller's receipt of the order.

**Option 1:** 60% of contract value due upon receipt of contract and the remaining 40% due within 30 days after the entire order is completed and shipped.

**Option 2:** Upon successful inspection of each completed product (robot, radio, camera, laser assembly, disruptor, etc.) at Seller's location, invoice will be submitted to the Buyer for payment due within 30 days.

Seller reserves the right to assess late charges on US accounts due past 30 days at the rate of 18% per annum except to the extent restricted by applicable law. If at Buyer's request or to meet Buyer's requirements, training is scheduled to occur more than 30 days after vehicle/product completion, Seller may, at its discretion, charge Buyer a storage fee of \$50.00 per month per vehicle, or \$50.00 per month per other end item, and assess late charges in accordance with those terms as stipulated herein.

#### International:

All payments to Seller are required to be fully paid in advance at the time of contract acceptance by Seller. If a Reseller, payment terms are 60% of contract value due upon contract acceptance by Seller, and the remaining 40% due within 30 days of successful inspection of completed product at Seller's location for all international orders with a value greater than \$1,000 US. Late charges will be assessed on international accounts due past 30 days at the rate of 20% per annum.

### J. REMEDIES IN THE EVENT OF CANCELLATION OR DEFAULT

In the event the Buyer cancels this order, or becomes overdue on its account payable to Seller by failing to pay for this order when due in accordance with the terms hereof, in addition to the charges assessed to the Buyer pursuant to Paragraphs D and I of this Agreement, the Buyer shall be required to pay all costs of collection, including, whether suit be brought or not, attorney fees, court costs, collection expenses, and other expenses which Seller may incur or pay in the prosecution of defense of its rights hereunder, whether in judicial proceedings at law or in equity, including bankruptcy court and appellate proceedings, or whether out of court.

### K. GENERAL PROVISIONS

Any cause of action arising from this agreement, or breach of it, must be commenced after the cause of action occurs within the statute of limitations period allowed under applicable law. Seller reserves the right to correct any stenographical or clerical errors in any of the writings issued by it. The terms and conditions of sale and any description on the face of Seller's writings constitute a complete and exclusive statement of the terms and conditions of the sale of the goods by Seller to Buyer. Buyer may not assign any rights to, or delegate any performance owed under the agreement without the written consent of Seller, which shall not be unreasonable withheld.

### L. LIMITATION OF LIABILITY

Notwithstanding any contrary provision contained in this or any other agreement, Seller shall not be responsible to Buyer in contract or tort (including negligence) or otherwise for any indirect, incidental, special or consequential damages of whatsoever nature, or for attorney's fees, loss of use, loss of market share, or lost profits however these are characterized. Seller shall not be liable to Buyer for an amount, which in combination with all claims by Buyer against Seller under this agreement exceeds the value of this sales agreement. In any event, the liability of Seller to Buyer, whether in contract, tort (including negligence) or under any warranty, or otherwise, is exclusively limited to the remedies expressly provided under the terms of this agreement, in lieu of any and all other remedies at law or in equity.

### M. COMPLIANCE WITH LAW

Buyer agrees to comply with all applicable U.S. Government, state, and local statutes, laws, and regulations, including without limitation the Arms Export Control Act, Foreign Corrupt Practices Act, Federal Aviation Administration (FAA) regulations on the use and operation of Unmanned Aircraft Systems (UASs), and all applicable export regulations, and hereby agrees to indemnify and hold harmless Seller from any and all liability, loss, or damage caused by Buyers' violation of any such statutes, laws, or regulations.

### N. INDEPENDENT CONTRACTOR

Under the provisions of this Agreement, the parties shall act solely as independent contractors, and nothing contained herein, express or implies, shall at any time be construed to create any other relationship.

### O. APPLICABLE LAW

This Agreement shall be governed by, and construed in accordance with, the laws of the State of Tennessee, except with regard to its rules concerning choice of law.

### P. SHIPPING POINT

All goods are shipped FOB Clinton, Tennessee 37716, United States of America.

### Q. BUYER'S RESPONSIBILITIES

Buyer agrees to comply with all applicable U.S. Government, state, and local statutes, laws, and regulations, including without limitation the Arms Export Control Act, Foreign Corrupt Practices Act, Federal Aviation Administration (FAA) regulations on the use and operation of Unmanned Aircraft Systems (UASs), and all applicable export regulations, and hereby agrees to indemnify and hold harmless Seller from any and all liability, loss, or damage caused by Buyers' violation of any such statutes, laws, or regulations.

Buyer shall be solely responsible for the proper training of personnel, use of all products and shall properly train its operators in the safe use of all products. Seller will not be liable for any damages and improper training of the product, and Buyer hereby agrees to indemnify, defend, and hold harmless Seller from any and all claims, liability, loss, or damage, resulting from the use of any item purchased by Buyer, its officers, directors, employees, subcontractors, agents or any third party. Should the Agency want to liquidate the asset, Buyer will work with the Seller to remove proprietary and ITAR/EAR controlled items.

# REMOTEC<sup>®</sup>

## DOMESTIC SALES TERMS AND CONDITIONS

Buyer may not resell items purchased from Remotec, nor may it pledge any such items as collateral to secure a third-party loan or other financing, without Seller's prior written consent.

### **R. INDEMNIFICATION FOR USE**

Each Party shall be responsible for and bear the costs of all claims including third party claims, liabilities, losses or damages, arising from each Party's respective negligent or intentional acts or omissions under the Order or use of product(s) delivered under the Order.

### **S. EXPORT**

The Buyer shall not re-export or transfer any export-controlled goods or information (e.g. technical data) from the United States ("U.S.") to any non-U.S. person, country, government, or entity without first complying with all the requirements of the ITAR or EAR, as applicable. Any Party requesting U.S. Government authorization to export export-controlled information provided by the other Party under this agreement must first obtain the disclosing Party's written consent. Written consent by the disclosing Party, however, shall not relieve the other Party of its obligations to comply with U.S. export control laws and regulations.

### **T. TITLE AND RISK OF LOSS**

Title to all equipment provided hereunder shall pass to Customer upon payment of all amounts due PERATON under this Agreement. Risk of loss shall be borne by PERATON until delivery to the Customer's site. Customer shall pay any personal property taxes, which may be assessed on the equipment beginning at the time of purchase.





Print Date: 6/25/2024

REV: D

**QUOTE**

**Domestic**

**FROM:**

Peraton, Remotec, Inc.  
353 JD Yarnell Industrial Parkway  
Clinton, TN 37716  
Attn: Kim Tipton  
Phone: (865) 483-0228  
Fax: (865) 483-1426

**TO:** Arapahoe County Sheriff's Office  
Bradford Zborowski  
13101 East Broncos Parkway  
Centennial, CO 80112

303-435-4285  
bzbrokwski@arapahoegov.com

REMOTEC Reference No. 9039

Date: 6/25/2024

Terms: Net 30 Days

Delivery: Subject to Receipt of  
Order (Estimated to be 240 days  
after acceptance of order)

**GSA Schedule #**  
**GS07-F0-538M**

**This pricing valid for 90 days.**

ITEM	DESCRIPTION	PART NO.	QTY.	UNIT PRICE	TOTAL PRICE
1	ANDROS Spartan Vehicle Assembly Includes: - Position Feedback with User Presets - Cameras - Surveillance color camera with white light and IR LED's and Pan / Tilt (Continuous pan) - Gripper palm camera - Front and rear drive cameras - Color arm camera - Accessory Interface Mount (includes adapter for legacy accessories) - Vehicle Battery Pack includes 9 BB2590 Batteries - Tool Kit - Pneumatic Wheel Kit	2463-0100	2	\$ 235,903	\$ 471,806
	One Operation/Maintenance Manual (CD-ROM) (Included in Item 1)		2		\$ -
	6 Bay BB2590 Battery Charger Assembly (2 Included in Item 1)	CHGR-035	2		
	2 Days Operator/Maintenance Training at REMOTEC (maximum class size is 6 people) (Included in Item 1) See Note (2)	TRAINING-001	2		
	2 Days Operator/Maintenance Training at Customer Facility See Note (3)	TRAINING-001		Get Separate Quote	
<b>CONTROL SYSTEM</b>					
<i>System requires OCU plus at least one Data Link for operation</i>					
2	Operator Control Unit Includes: - Ruggedized Laptop with Touchscreen - Docking Station - 2 BB2590 Battery - Pelican Case	2463-8700-X	2	20470	\$ 40,940
		BATTERY-BR-BB2590			
3	Andros Controller (Remotec Xbox)	2470-8080		\$ 3,262	\$ -

4	Andros Switchbox	2463-8150	2	\$ 9,696	\$ 19,392
<b>DATA LINK OPTIONS</b>					
5	Radio Control Assembly, (Includes case) (Requires video frequency prior to production)	2463-8480-X		\$ 50,468	\$ -
6	Fiber Optic Cable Reel Assembly (1200 ft.) (Includes case)	C2455-8330		\$ 26,178	\$ -
	Case for Fiber	CASE-004			
7	Fiber Optic Integration Hardware				
8	Spare Spool of Fiber Optic Cable (1200 ft.)	D7050-8323		\$ 2,449	\$ -
<b>AUDIO/VIDEO OPTIONS</b>					
9	Camera Pan/Tilt Assembly (Can Be Used On Arm)	2463-5000	2	\$ 15,908	\$ 31,816
10	Camera Sighting Kit Assembly	2470-3825	2	\$ 971	\$ 1,942
11	Laser Assembly	2471-5172	4	\$ 505	\$ 2,020
12	Laser Filter Assembly	C7055-3830		\$ 953	\$ -
13	Gripper Held Search Camera	B3875-5130		\$ 2,512	\$ -
14	Thermal Imager Kit	2463-5375	2	\$ 6,994	\$ 13,988
15	High Intensity Light Assembly (includes battery & charger)	2470-3845		\$ 1,707	\$ -
16	24" Touch LED Monitor	MONITOR-15	2	\$ 1,191	\$ 2,382
<b>TOOLS</b>					
17	Receiver Grip Assy. (Gripper Block)	B2461-5850		\$ 257	\$ -
18	X-Ray Assembly (fits Golden X-Ray Systems) Works with drum & "bread-maker" style film	2470-3807	2	\$ 1,896	\$ 3,792
19	Contamination Smear Assembly (For swab sampling)	C7045-7600		\$ 1,187	\$ -
20	Dual Pan Disrupter Mount Assembly	2470-5220	2	\$ 1,224	\$ 2,448
21	PAN Disrupter	DISRUPTER-003**		\$ 4,150	\$ -
22	PAN Disrupter Kit With Aluminum Stand	DISRUPTER-004-A**		\$ 7,092	\$ -
23	PAN Disrupter, T3, Titanium	DISRUPTER-005**		\$ 5,443	\$ -
24	PAN Disrupter Electric Breech	BRCH-ELEC-KIT-PAN		\$ 4,437	\$ -
25	Dual Disrupter Mount Assembly (for Royal Arms or Neutrex 29mm/20mm - Please Specify)	2470-6130		\$ 2,059	\$ -
26	Shock Tube Initiator, Two Channel	INIT-2CH-FX		\$ 2,416	\$ -
27	Shock Tube Initiator, Four Channel	INIT-4CH-FX	2	\$ 3,429	\$ 6,858
28	37mm and 40 mm Breacher Mount Assembly	E7055-6090		\$ 3,883	\$ -
29	Breacher, GL6, 40 mm, rifled barrel	BR-GL6-40MM**		\$ 6,194	\$ -
30	Breacher, GL65, 40 mm, rifled barrel (long cartridge)	BR-GL65-40MM**		\$ 5,922	\$ -
31	Breacher-L6-37mm, smooth bore	BR-L6-37MM**		\$ 4,877	\$ -
32	Breacher-L8-37mm, smooth bore (long cartridge)	BR-L8-37MM**		\$ 5,026	\$ -
33	BR-SL65-37mm (Sage or Arwen Ammo only)	BR-SL65-37MM**		\$ 3,457	\$ -
34	Electric Breach T3 Disrupter	BREACH-ELECT-T3		\$ 3,817	\$ -
35	Picatinny Rail Claw Assembly	D7045-2726		\$ 1,862	\$ -
36	Picatinny Rail Cable Cutter Assembly	C7040-7030		\$ 510	\$ -
37	Circular Saw Assembly (Battery included)	7057-7070-1		\$ 2,170	\$ -
38	Reciprocating Saw Assembly (Battery included)	7057-7080-1		\$ 2,170	\$ -
39	Drill Assembly (Battery included)	7057-7040-1		\$ 2,512	\$ -
40	Charge Dropper	2470-3830		\$ 1,035	\$ -
41	BLOCK ACCESSORY TOOL SYSTEM	BATS3-REM-ANDROS	2	\$ 9,112	\$ 18,224
42	Ideal Mini Gander	MINIGANDER		\$ 7,779	\$ -
43	Power Hawk Assembly	2471-7500		\$ 50,433	\$ -
	Includes the following:				



	- Power Hawk Unit	POWERHAWK-004			
	- Power Hawk Kit				
	- Case For Power Hawk	CASE-024			
44	Drawbar Package (Does NOT include receiver hitch)	C2461-7590		\$ 842	\$ -
45	Ideal Electric release HEADD Hitch ( Requires Drawbar Package)	HITCH-001		\$ 2,219	\$ -
46	Receiver Hitch Kit	2455-7580		\$ 572	\$ -
47	Water Disrupter Deployer Kit	C2461-7585		\$ 2,227	\$ -
48	Kinova Remote Robotic Manipulator	KRX52		\$ 66,341	\$ -
49	Kinova Integration Kit	2461-2500		\$ 3,758	\$ -
50	Spare Parts Kit (per robot)	2463-0164		\$ 32,797	\$ -
51	Spare BB2590 Batteries for vehicle and OCU	BATTERY-BR-BB2590	22	\$ 808	\$ 17,776
52	Spartan Arm and Chassis Service Kit	2463-0153		\$ 1,138	\$ -
53	Second Year Extended Warranty Contract	MAINTENANCE-001		\$ 5,925	\$ -
54	Third Year Extended Warranty Contract	MAINTENANCE-001		\$ 5,925	\$ -
55	Fourth Year Extended Warranty Contract	MAINTENANCE-002		\$ 7,587	\$ -
56	Fifth Year Extended Warranty Contract	MAINTENANCE-002		\$ 7,587	\$ -
57	Sixth Year Extended Warranty Contract	MAINTENANCE-003		\$ 8,667	\$ -
58	Five Years of Extended Warranty (Years 2 through 6)	MAINTENANCE-005		\$ 30,181	\$ -
<b>Subtotal</b>					<b>\$ 633,384</b>
<b>Subtotal (Total From Misc. Items) (See attachment if greater than 0)</b>					<b>\$ 82,310</b>
<b>PACKAGING &amp; FREIGHT</b>					
59	Customer Pick-up				
60	Packaging in Reusable Shipping Crate	CRATE-006	2	\$ 1,717	\$ 3,434
61	Ship Items	FREIGHT	2	\$ 1,216	\$ 2,432
<b>Shipping &amp; Handling Subtotal</b>					<b>\$ 5,866</b>
<b>Other charges/discounts</b>					<b>\$ -</b>
<b>TOTAL Sale Price</b>					<b>\$ 721,560</b>

\*\* This item requires the customer to obtain the required ATF/FCC Licensing, which may result in product and/or delivery delays. Remotec is not responsible for any delays including delivery as a result of any ATF or FCC licensing requirement

- 1.) Prices are based upon acceptance of Remotec's Terms and Conditions (attached). Any deviation from these conditions
- 2.) Pricing does not include any taxes, fees, or other related items unless specifically called out.
- 3.) Customer is responsible for all import and export taxes from origin to destination

NOTE: Acceptance of order may be delayed with negotiating terms and conditions, acquiring customer order details, acquiring radio frequencies, and resolving any other unforeseen issues which may require resolution prior to scheduling the production of items ordered.

Business Management Approval	Contracts Approval
------------------------------	--------------------

**INC. - DOMESTIC**

FROM: Peraton, Remotec, Inc.  
353 JD Yarnell Industrial Parkway  
Clinton, TN 37716  
Attn:  
Phone: (865) 483-0228  
Fax: (865) 483-1426

TO:

REMOTEC Reference No. 9039

Date: 6/20/2024

Terms: Net 30 Days

Prices are F.O.B. Origin  
Clinton, TN

Delivery: 240 days or less  
After Acceptance of Order  
(For Multi-Vehicle Orders  
Check With Sales Dept.)

This pricing is valid for 90 days.

ITEM	DESCRIPTION	PART NO.	QTY.	UNIT PRICE	TOTAL PRICE
	Open Market Items				\$ -
1	Spartan MPU5 Radios	TBD	4	\$ 20,000.00	\$ 80,000.00
2	Spartan Cables and Mount	TBD	2	\$ 1,155.00	\$ 2,310.00
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -

**TOTAL COST**

**\$ 82,310.00**

(1) Prices listed are for sales in U.S.A. only. Export prices are available upon request.

(2) Additional pricing available upon request for off-site training at customer's facility.

(3) Please see REMOTEC's terms and conditions for details on our 1 year limited warranty.

Extended Service contracts are available. Please see the Extended Service Tab for details of coverage.

(4) Prices are based upon acceptance of REMOTEC's Terms and Conditions (attached).

Any deviation from these conditions may result in a price increase.

(5) Remotec reserves the right to substitute the latest production part for items purchased. This may be equal or substantially better than the part shown as ordered.

(6) Training included in Robotic unit purchases expire if unused one year from delivery date of the Robotic unit.

(7) Multiunit sales will earn training classes based on the formula of one free class for every five units purchased ( rounded up)

**NOTE: "Acceptance of order may be delayed while negotiating terms and conditions, acquiring customer order details, acquiring radio frequencies, and resolving any other unforeseen issues which may require resolution prior to scheduling the production of items ordered.**

# REMOTEC®

## DOMESTIC SALES TERMS AND CONDITIONS

### A. DEFINITIONS

"Seller" means REMOTEC, Inc.

"Buyer" means the other party to this agreement that is purchasing the goods subject to these terms and conditions.

### B. ACCEPTANCE/AGREEMENT

All orders are subject to factory acceptance. Additional or different terms or any attempt by the Buyer to vary, in any degree, any of the terms of this sales agreement form shall be deemed material and are objected to or rejected, but this sales agreement form shall not operate as a rejection of the Buyer's offer unless it contains variances in the terms of the description, quantity, price or delivery schedule of the goods.

### C. LIMITED WARRANTY

Seller covenants and agrees that the work and equipment delivered under this order shall be free from defects in material and workmanship at the time of delivery. Whenever Seller is acting as a reseller of the products of another manufacturer, Seller provides this warranty solely as a "pass-through" warranty on behalf of the original equipment manufacturer (OEM). Seller will, at its sole options, repair, correct, or replace (or facilitate such repair, correction or replacement by the OEM), F.O.B. point of manufacture, any such work or equipment which proves to be defective, provided that Seller is given written notice of any such defect no later than one (1) year after being shipped (as hereafter defined) by Seller. Seller will conduct the defect investigation of the work and/or equipment at the installation site and repair, correct or replace the defective item at such site or at its designated facility. Repair correction or replacement in the manner provided above shall constitute complete fulfillment of all Seller's obligations under this assurance. Such assurance shall not apply to design or to any equipment or parts which have been subjected to accident, misuse or unauthorized alteration, to normal wear (which includes components with innately limited life), or to defects caused by not complying with Seller's installation and service requirements (if the failed equipment or parts were not installed by Seller).

This assurance shall apply to and include the correction of Technical Data pertinent to defective work and equipment to the extent delineated hereinabove, but in no event to include computer software.

The product may contain reconditioned material. Reconditioned material meets or exceeds all required specifications and is fully covered under the product warranty.

If the repair, correction or replacement of work, or equipment is not within the scope of this clause, then Seller shall require a separate purchase order from the Buyer perform the work.

The warranty provided by Seller herein is exclusively limited to the products manufactured by Seller, specifically the REMOTEC® ANDROS Robot. Warranties, if any, associated with all other products are exclusively and expressly limited to those warranties provided by the manufacturers of such products which are by their terms available to Seller's customers.

The installation or use of any third-party accessory, assembly, radio and or tool not tested and approved by Seller's for use on Seller products will cause the warranty on the Seller's products to be voided.

THE FOREGOING COVENANTS ARE EXCLUSIVE AND ARE IN LIEU OF ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR PURPOSE, OR OTHER WARRANTY OF QUALITY, WHETHER EXPRESS, STATUTORY OR IMPLIED. IN NO EVENT SHALL SELLER BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES.

### D. CANCELLATION/TERMINATION

Contract may be terminated at any time by either Party by providing a 90-day written notice of termination. As such, the Contract shall terminate with no further financial obligation of the Customer with respect to payment of obligation due after 90 days from the date of such notice.

### E. PROPRIETARY INFORMATION

All drawings, diagrams, specifications, and other materials furnished by Seller and identified as proprietary, relating to the use and service of articles furnished hereunder and the information therein, are proprietary to Seller (or in cases where Seller is acting as a reseller, such information is proprietary to the OEM). Buyer may not reproduce or distribute such materials except to Buyer's employees who may use the articles as part of their duties. Seller will treat drawings, specifications, or data furnished by Buyer in connection with this order as proprietary, when identified as such, in connection with this purchase.

### F. DELIVERY/ACCEPTANCE

The promised delivery date is the best estimate possible based upon current and anticipated manufacturing capabilities of when the product will be shipped. Seller assumes no liability for loss, damage, or consequential damages due to delay.

### G. CLAIMS/NOTICE OF DEFECTS

Failure of the Buyer to object in writing to any merchandise within 30 days after receipt thereof will constitute complete acceptance by Buyer of such merchandise. Rejected material must be returned to Seller, F.O.B. Origin, within 45 days after receipt and with prior authorization from Seller. Seller may (at its option) recondition or replace the rejected material to meet Buyer's specifications within a reasonable time period after receipt. Claims for shipping damage must be made with the carrier.

### H. FORCE MAJEURE

Fulfillment of this order is contingent upon the availability of materials. Seller shall not be liable for any delay in delivery or for non-delivery in whole or in part caused by the occurrence of any contingency beyond the control of either Seller or suppliers to Seller including but not limited to war, sabotage, acts of civil disobedience, failure or delay in transportation, act of any Government or agency or subdivision thereof, judicial action, labor dispute, fire, accident, explosion, epidemic, quarantine, restrictions, storm, flood, earthquake, acts of God, shortage of labor, fuel, raw material or machinery, or technical failure where Seller has exercised ordinary care in the prevention thereof.

# REMOTEC®

## DOMESTIC SALES TERMS AND CONDITIONS

### I. PAYMENT TERMS

#### Domestic:

For purchase orders less than a \$100K, payment terms are net 30 days upon receipt of invoice.

For purchase orders greater than \$100K, Buyer has two options for payment and must select one upon Seller's receipt of the order.

**Option 1:** 60% of contract value due upon receipt of contract and the remaining 40% due within 30 days after the entire order is completed and shipped.

**Option 2:** Upon successful inspection of each completed product (robot, radio, camera, laser assembly, disruptor, etc.) at Seller's location, invoice will be submitted to the Buyer for payment due within 30 days.

Seller reserves the right to assess late charges on US accounts due past 30 days at the rate of 18% per annum except to the extent restricted by applicable law. If at Buyer's request or to meet Buyer's requirements, training is scheduled to occur more than 30 days after vehicle/product completion, Seller may, at its discretion, charge Buyer a storage fee of \$50.00 per month per vehicle, or \$50.00 per month per other end item, and assess late charges in accordance with those terms as stipulated herein.

#### International:

All payments to Seller are required to be fully paid in advance at the time of contract acceptance by Seller. If a Reseller, payment terms are 60% of contract value due upon contract acceptance by Seller, and the remaining 40% due within 30 days of successful inspection of completed product at Seller's location for all international orders with a value greater than \$1,000 US. Late charges will be assessed on international accounts due past 30 days at the rate of 20% per annum.

### J. REMEDIES IN THE EVENT OF CANCELLATION OR DEFAULT

In the event the Buyer cancels this order, or becomes overdue on its account payable to Seller by failing to pay for this order when due in accordance with the terms hereof, in addition to the charges assessed to the Buyer pursuant to Paragraphs D and I of this Agreement, the Buyer shall be required to pay all costs of collection, including, whether suit be brought or not, attorney fees, court costs, collection expenses, and other expenses which Seller may incur or pay in the prosecution of defense of its rights hereunder, whether in judicial proceedings at law or in equity, including bankruptcy court and appellate proceedings, or whether out of court.

### K. GENERAL PROVISIONS

Any cause of action arising from this agreement, or breach of it, must be commenced after the cause of action occurs within the statute of limitations period allowed under applicable law. Seller reserves the right to correct any stenographical or clerical errors in any of the writings issued by it. The terms and conditions of sale and any description on the face of Seller's writings constitute a complete and exclusive statement of the terms and conditions of the sale of the goods by Seller to Buyer. Buyer may not assign any rights to, or delegate any performance owed under the agreement without the written consent of Seller, which shall not be unreasonable withheld.

### L. LIMITATION OF LIABILITY

Notwithstanding any contrary provision contained in this or any other agreement, Seller shall not be responsible to Buyer in contract or tort (including negligence) or otherwise for any indirect, incidental, special or consequential damages of whatsoever nature, or for attorney's fees, loss of use, loss of market share, or lost profits however these are characterized. Seller shall not be liable to Buyer for an amount, which in combination with all claims by Buyer against Seller under this agreement exceeds the value of this sales agreement. In any event, the liability of Seller to Buyer, whether in contract, tort (including negligence) or under any warranty, or otherwise, is exclusively limited to the remedies expressly provided under the terms of this agreement, in lieu of any and all other remedies at law or in equity.

### M. COMPLIANCE WITH LAW

Buyer agrees to comply with all applicable U.S. Government, state, and local statutes, laws, and regulations, including without limitation the Arms Export Control Act, Foreign Corrupt Practices Act, Federal Aviation Administration (FAA) regulations on the use and operation of Unmanned Aircraft Systems (UASs), and all applicable export regulations, and hereby agrees to indemnify and hold harmless Seller from any and all liability, loss, or damage caused by Buyers' violation of any such statutes, laws, or regulations.

### N. INDEPENDENT CONTRACTOR

Under the provisions of this Agreement, the parties shall act solely as independent contractors, and nothing contained herein, express or implies, shall at any time be construed to create any other relationship.

### O. APPLICABLE LAW

This Agreement shall be governed by, and construed in accordance with, the laws of the State of Tennessee, except with regard to its rules concerning choice of law.

### P. SHIPPING POINT

All goods are shipped FOB Clinton, Tennessee 37716, United States of America.

### Q. BUYER'S RESPONSIBILITIES

Buyer agrees to comply with all applicable U.S. Government, state, and local statutes, laws, and regulations, including without limitation the Arms Export Control Act, Foreign Corrupt Practices Act, Federal Aviation Administration (FAA) regulations on the use and operation of Unmanned Aircraft Systems (UASs), and all applicable export regulations, and hereby agrees to indemnify and hold harmless Seller from any and all liability, loss, or damage caused by Buyers' violation of any such statutes, laws, or regulations.

Buyer shall be solely responsible for the proper training of personnel, use of all products and shall properly train its operators in the safe use of all products. Seller will not be liable for any damages and improper training of the product, and Buyer hereby agrees to indemnify, defend, and hold harmless Seller from any and all claims, liability, loss, or damage, resulting from the use of any item purchased by Buyer, its officers, directors, employees, subcontractors, agents or any third party. Should the Agency want to liquidate the asset, Buyer will work with the Seller to remove proprietary and ITAR/EAR controlled items.



## DOMESTIC SALES TERMS AND CONDITIONS

Buyer may not resell items purchased from Remotec, nor may it pledge any such items as collateral to secure a third-party loan or other financing, without Seller's prior written consent.

### R. INDEMNIFICATION FOR USE

Each Party shall be responsible for and bear the costs of all claims including third party claims, liabilities, losses or damages, arising from their respective negligent or intentional acts or omissions under the Order or use of product(s) delivered under the Order.

### S. EXPORT

The Buyer shall not re-export or transfer any export-controlled goods or information (e.g. technical data) from the United States ("U.S.") to any non-U.S. person, country, government, or entity without first complying with all the requirements of the ITAR or EAR, as applicable. Any Party requesting U.S. Government authorization to export export-controlled information provided by the other Party under this agreement must first obtain the disclosing Party's written consent. Written consent by the disclosing Party, however, shall not relieve the other Party of its obligations to comply with U.S. export control laws and regulations.

### T. TITLE AND RISK OF LOSS

Title to all equipment provided hereunder shall pass to Customer upon payment of all amounts due PERATON under this Agreement. Risk of loss shall be borne by PERATON until delivery to the Customer's site. Customer shall pay any personal property taxes, which may be assessed on the equipment beginning at the time of purchase.

May 29, 2024

Dear Michael Haney,

We are requesting approval to purchase 2 Andros Spartan large platform explosive ordinance device (EOD) robots from Peraton Remotec, with the appropriate hardware and software necessary to allow bomb technicians the ability to remotely observe, manipulate suspicious or dangerous items, and render safe said items. Both Arapahoe and Douglas counties will be granted 1 Andros Spartan, as part of our approved FY2023 Urban Area Security Initiative (UASI) award utilizing a sole source procurement.

Through market research and extensive discussions with the subject matter experts through the UASI EOD and Public Safety subcommittees, we've determined that no other domestic or foreign manufacturers make a similar product that meets the specifications of the project proposal. The Peraton Remotec Legacy Hybrid Radio System is designed and produced by Remotec exclusively for their mobile robotic platforms and unmanned ground vehicle systems. Remotec Andros system also have a patented articulated track design and is the only manufacturer that offers this track design.

To support the request to sole source this purchase we have attached 1.) a signed City and County of Denver Bidding Exception Justification; 2.) documentation from Peraton Remotec indicating that they are the only manufacturer and supplier that makes products that meet these unique specifications; and 3.) Peraton Remotec active Sam.gov registration.

The requested dollar amount of this project is \$743,708.00, with each unit cost estimated at \$371,539.00 based on our most recent quotes. This amount matches the initial amount requested in the grant application and will require no budget modifications.

If you have any questions or concerns related to this approval request please feel free to reach out to [George.Evans@denvergov.org](mailto:George.Evans@denvergov.org) or [Kelli.Schulte@denvergov.org](mailto:Kelli.Schulte@denvergov.org) for additional assistance.

Sincerely,

*Matthew Mueller*

Matthew Mueller  
Executive Director  
Denver Office of Emergency Management  
Phone: 720-865-7600

Office of Emergency Management  
101 W. Colfax Ave, 7<sup>th</sup> Floor | Denver, CO 80202  
[www.denvergov.org/oem](http://www.denvergov.org/oem)  
p. 720.865.7600 | f. 720.865.7638



**SOLE SOURCE REQUEST– Bidding Exception Justification – DRMC Sec. 20-64 (a)(1)**

**Supplies or services indispensable to the city which are obtainable, for practical purposes, from only one (1) single source (a sole source purchase)**

Requests for a "Sole Source" bidding exception must be provided on this form (with any necessary attachments) and attached to the Workday requisition. This "Sole Source" bidding exception must be signed by the head of the Agency or their authorized designee.

Agency: Denver OEM Workday RQ: RQ TBD

Supplier: <b>Peraton Remotec</b>
Part Number: <b>Andros Spartan Bomb Robot</b>
Description: <b>Large platform unmanned explosive ordinance disposal robot</b>
Why can't the good or service provider be substituted with another that may meet the same need or fulfill the same function?  <b>Patented technology in radio communications and articulated track design</b>
If there is an alternative source or an "approved, acceptable equal" to the good or service desired, why, for "practical purposes" can't the alternative or "equal" fulfill your needs?  <b>N/A</b>
What verifiable efforts have you made to investigate alternative or "equal" goods or services? (Include any source documents/ website links you've reviewed during this process.)  <b>Discussion with and provided documentation from vendor</b>
Provide supporting documentation from the manufacturer that indicates the good or service is only provided from the supplier identified.  <b>Attached</b>
What additional information would you like to present in support of your "Sole Source" justification?  <b>These robots are intended to replace robots of the same manufacturer that have extended past their useful life</b>

The Purchasing Division shall review this justification for compliance with applicable law and may require additional information from the agency, from the suggested vendor or alternative vendors or from trade associations, industry experts or other appropriate sources. In some instances, the Purchasing Division may request review of the "sole source" request and supporting documentation by the Office of the City Attorney.

Agency Head (Authorized Representative), signature  <i>Matthew Mueller</i>	Agency head, printed name  <b>Matthew Mueller</b>	Date <b>5/29/24</b>
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General Services Purchasing Division Internal Memo: Buyer to select corresponding additional data option button PO standard comment.

Version 8-18-2020

## DO NOT INVOICE THIS ADDRESS

City and County of Denver  
Purchasing Division  
201 W. Colfax Ave Dept. 304  
Denver, CO 80202  
United States of America  
Ph: 720-913-8100 Fax: 720-913-8101



Purchase Order Number	PO-00152512
Purchase Order Date	Jul 12, 2024
Contract ID	
Payment Terms	Net 30
Payment Type	Check
Buyer	Matthew Monaghan Matthew.Monaghan@denvergov.co

Supplier
REMOTECH INC 353 JD YARNELL PKWY CLINTON, TN 37716 United States of America Ph: (865) 4831492

Ship-To
Ship To Other than City Facility See memo for shipping information Denver, CO 80202 United States of America George Evans

Bill To
Office of Emergency Management - 7th Floor 101 W Colfax Ave Denver, CO 80202 United States of America George Evans

Currency	Total Lines Amount	Tax Exempt	Total PO Amount
USD	\$721,560.00	98-02890-0000	\$721,560.00
Shipping Terms	Shipping Method	Shipping Instructions	
FOB Destination	Common Carrier		

Goods Lines							
Line Number	Item Name	Supplier Item Identifier	Description	Unit of Measure	Quantity	Unit Price	Line Amount
2		2463-0100; CHGR-035; TRAINING-001	ANDROS Spartan Vehicle	Each	2	\$235,903.00	\$471,806.00
3		2643-8700-X	Operator Control Unit	Each	2	\$20,470.00	\$40,940.00
4		2463-8150	ANDROS Switchbox	Each	2	\$9,696.00	\$19,392.00
5		2463-5000	CameraPan/Tilt Assembly (Can be used on Arm)	Each	2	\$15,908.00	\$31,816.00
6		2470-3825	Camera Sighting Kit Assembly	Each	2	\$971.00	\$1,942.00
7		2471-5172	Laser Assembly	Each	4	\$505.00	\$2,020.00
8		2463-5375	Thermal Imager Kit	Each	2	\$6,994.00	\$13,988.00



## Goods Lines

Line Number	Item Name	Supplier Item Identifier	Description	Due Date	Unit of Measure	Quantity	Unit Price	Line Amount
9		MONITOR-15	24" Touch LED Monitor		Each	2	\$1,191.00	\$2,382.00
10		2470-3807	X-Ray Assembly (fits Golden X-Ray Systems) Works with drum & bread-maker style film		Each	2	\$1,896.00	\$3,792.00
11		2470-5220	Dual Pan Disrupter Mount Assembly		Each	2	\$1,224.00	\$2,448.00
12		INIT-4CH-FX	Shock Tube Initiator, Four Channel		Each	2	\$3,429.00	\$6,858.00
13		BATS3-REM-ANDROS	BLOCK ACCESSORY TOOL SYSTEM		Each	2	\$9,112.00	\$18,224.00
14		BATTERY-BR-BB2590	Spare BB2590 Batteries for Vehicle and OCU		Each	22	\$808.00	\$17,776.00
15		CRATE-006	Packaging in Reusable Shipping Crate		Each	2	\$1,717.00	\$3,434.00
16		MPU5 Radios, Part TBD	Miscellaneous Radio Items (Spartan MPU5 Radios)		Each	4	\$20,000.00	\$80,000.00
17		Spartan Cables and Mount, Part TBD	Miscellaneous Radio Items (Spartan Cables and Mount)		Each	2	\$1,155.00	\$2,310.00

## Service Lines

Line Number	Item Name	Description	Due Date	Line Amount
1		Freight		\$1,216.00
Douglas County Sheriff's Office Attn: Bomb Squad/Investigations 4000 Justice Way Castle Rock, CO 80109				
18		Freight		\$1,216.00
Arapahoe County Sheriff's Office Attn: Bomb Squad/Community Resources Public Safety Bureau 13101 E. Broncos Pkwy. Centennial, CO 80112				

Delivery to be coordinated with receiving agencies Douglas County Sheriff's Office and Arapahoe County Sheriff's Office. See contacts and addresses below.

DCSO Contact: Joel White | (303) 814-7056 | [jwhite@dcsheriff.net](mailto:jwhite@dcsheriff.net)

Douglas County Sheriff's Office  
Attn: Bomb Squad/Investigations  
4000 Justice Way  
Castle Rock, CO 80109

ACSO Contact: Bradford Zborowski | (720) 874-4194 | [bzborowski@arapahoegov.com](mailto:bzborowski@arapahoegov.com)

Arapahoe County Sheriff's Office  
Attn: Bomb Squad/Community Resources  
Public Safety Bureau  
13101 E. Broncos Pkwy.  
Centennial, CO 80112

Agency & Billing Contact: George Evans | (720) 865-7681 | [george.evans@denvergov.org](mailto:george.evans@denvergov.org)

Supplier Contact: Kim Tipton | 865-622-4266 | [kim.tipton@peraton.com](mailto:kim.tipton@peraton.com)

REFER TO VENDOR QUOTE NUMBER 9039 DATED 6/24/2024 FOR GOODS AND SERVICE DESCRIPTION AND PRICING ONLY.

SUPPLIER: You must call the agency contact listed above to confirm this order.

Purchase Order price listed herein includes all shipping and handling.

THIS PURCHASE IS SUPPORTED FULLY BY FEDERAL HOMELAND SECURITY FUNDING ISSUED THROUGH THE STATE OF COLORADO'S DIVISION OF HOMELAND SECURITY AND EMERGENCY MANAGEMENT.

ALL INVOICING MUST MATCH THE PURCHASE ORDER EXACTLY AND CONTAIN THE PURCHASE ORDER NUMBER. ALL INVOICES MUST BE SENT DIRECTLY TO THE BILL TO ADDRESS LISTED ON THE PURCHASE ORDER. THIS ADDRESS MAY BE DIFFERENT THAN THE SHIP TO ADDRESS. CHANGES TO THIS PURCHASE ARE NOT VALID WITHOUT PRIOR APPROVAL FROM PURCHASING.

ALL INVOICING AND CORRESPONDENCE MUST CONTAIN THE PURCHASE ORDER NUMBER IN FULL.

Purchase pursuant to DRMC 20-64.5. The terms and conditions herein supersede and replace all terms and conditions of GSA Cooperative Purchasing contract #47QSWA23D000C.





Authorized By

By accepting this Purchase Order you agree to the Terms and Conditions of the General Services Purchasing Division. Follow the URL provided to the Purchase Order Terms and Conditions – [https://denvergov.org/files/assets/public/v/1/purchasing/documents/generalservicespurchasing\\_general\\_conditions\\_of\\_purchase\\_11242021.pdf](https://denvergov.org/files/assets/public/v/1/purchasing/documents/generalservicespurchasing_general_conditions_of_purchase_11242021.pdf)

# UNIFORM STRAIGHT BILL OF LADING ORIGINAL---NOT NEGOTIABLE

ALL SERVICES SUBJECT TO THE TERMS AND CONDITIONS OF THE FXF 100 SERIES RULES TARIFF. SEE FEDEX.COM FOR DETAILS. --- QUESTIONS? CALL 1.866.393.4585

<b>Date</b> 3-12-25 <b>Shipment #</b> 643583760-1  		<b>Purchase Order #</b> <b>Shipper #</b> <b>REQUIRED: Please select a service type</b> <input type="checkbox"/> FedEx Freight® Priority <input checked="" type="checkbox"/> FedEx Freight® Economy <b>OPTIONAL: You may select a money-back guarantee delivery (charges and tariff limitations may apply).</b> <input type="checkbox"/> A.M. Delivery <input type="checkbox"/> Close of Business Delivery
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<b>SHIPPER (from)</b> Please provide ZIP codes and phone numbers. <b>Shipper</b> Remotec <b>FXF Acct. #</b> 779123839 <b>Attn. to</b> <b>Address</b> 353 JD Yarnall Industrial Pkwy <b>Address (Store, Dept., Ste., Flr., Apt., Div.)</b> <b>City</b> Clinton <b>State/Province</b> TN <b>ZIP/Postal Code</b> 37716 <b>Country</b> USA <b>Optional or Additional Service Fees and Charges</b> <input type="checkbox"/> Liftgate <input type="checkbox"/> Inside Pickup <input type="checkbox"/> Limited Access <b>Shipper Bill of Lading #</b> <b>Special Instructions</b> Liftgate for receiver		<b>CONSIGNEE (to)</b> <b>Consignee</b> Arapahoe County SO <b>FXF Acct. #</b> <b>Attn. to</b> Bomb Squad/Bradford Zborowski <b>Address</b> 13101 E. Broncos Pkwy <b>Address (Store, Dept., Ste., Flr., Apt., Div.)</b> <b>City</b> Centennial <b>State/Province</b> CO <b>ZIP/Postal Code</b> 80112 <b>Country</b> USA <b>Optional or Additional Service Fees and Charges</b> <input checked="" type="checkbox"/> Liftgate <input type="checkbox"/> Inside Delivery <input type="checkbox"/> Limited Access <input type="checkbox"/> Custom Delivery Window	
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<b>BILL FREIGHT CHARGES TO (if different than above):</b> <b>Name</b> Remotec <b>FXF Acct. #</b> 779123839 <b>Mailing Address</b> 353 JD Yarnall Industrial Pkwy <b>City</b> Clinton <b>State</b> TN <b>ZIP/Postal Code</b> 37716 <b>Country</b> USA <b>Area Code</b> 865 <b>Phone Number</b> 269-7841		<b>Freight charges are PREPAID unless marked collect.</b> <input type="checkbox"/> USD <b>C.O.D.</b> <input type="checkbox"/> CAD <b>AMOUNT</b> <b>CHECK BOX IF COLLECT</b> <input type="checkbox"/>	1. The letters "C.O.D." must appear in box before consignee's name above. 2. C.O.D. funds to be collected as: <input type="checkbox"/> Certified Funds <input type="checkbox"/> Company Check <input type="checkbox"/> Personal Check 3. C.O.D. fee to be paid by: <input type="checkbox"/> Shipper <input type="checkbox"/> Consignee
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<b>REMIT C.O.D. TO (if different than shipper above):</b> <b>Name</b> <b>Mailing Address</b> <b>City</b> <b>State</b> <b>ZIP/Postal Code</b> <b>Country</b> <b>Country Code</b> <b>Area Code</b> <b>Phone Number</b>	
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HANDLING UNITS (H/U)	H/U PKG. TYPE	PIECES	KIND OF PACKAGE, DESCRIPTION OF ARTICLES, SPECIAL MARKS AND EXCEPTIONS (subject to correction)	WEIGHT IN LBS. (subject to correction)	NMFC ITEM #	CLASS	CUBE
1		1	CRATE, Robot w/ accessories (84x52x69) Do Not Stack	1400			

**TOTAL H/U:** 1

<b>EMERGENCY CONTACT PHONE NUMBER ( )</b> <b>CUSTOMER REGISTERED W/EMERGENCY RESPONSE INFO. PROVIDER or CONTRACT #</b>	<b>FOR INTERNATIONAL SHIPMENTS INDICATE BROKER NAME, FAX AND PHONE NUMBERS.</b> <b>EE/SED Number or Exception</b> <b>Phone #</b> <b>AREA CODE</b> <b>Broker Name</b> <b>Fax #</b> <b>AREA CODE</b>
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**NOTE (1)** Where the rate and carrier's liability for loss or damage may be dependent on value, shippers must state specifically in writing the agreed or declared value of the property as follows: "The agreed or declared value of this property is specifically stated by the shipper to be not exceeding \_\_\_\_\_ per \_\_\_\_\_."

**NOTE (2)** Liability limitation for loss or damage on this shipment shall be applicable as provided by contract or in the current NMFC or this carrier's governing tariffs. See FXF 100 Series Rules Tariff for complete limited liability provisions. Carrier's maximum standard liability is limited to \$25 per pound per package for NEW articles and \$50 per pound per package (or its equivalent in Mexican Pesos (MXN) or Canadian Dollars (CAD), at the rate of exchange which is in effect at the place and on the date of shipment) for USED or RECONDITIONED articles. In no case shall carrier liability exceed \$100,000 per occurrence (or its equivalent in MXN or CAD at the rate of exchange which is in effect at the place and on the date of shipment) for NEW articles or \$10,000 per occurrence (or its equivalent in MXN or CAD at the rate of exchange which is in effect at the place and on the date of shipment) for USED or RECONDITIONED articles. For availability and limits of excess liability coverage and applicable rates and charges, please refer to FXF 100 Series Rules Tariff. Not selecting an additional coverage option is considered to be a waiver of same and standard liability coverage will apply.

☐ Articles are NEW, and require Excess Liability Coverage in the amount of \_\_\_\_\_  
☐ USD ☐ CAD ☐ MXN per Ctlb. or Lbkg. Additional charges will apply.  
☐ Articles are USED or RECONDITIONED and require Excess Liability Coverage. Additional charges will apply.

**NOTE (3)** Commodities requiring special or additional care or attention in handling or storing must be so marked and packaged as to ensure safe transportation with ordinary care. See Sec. 2(a) of NMFC Item 360.

<b>FOR FREIGHT/COLLECT SHIPMENTS</b> Subject to Section 7 of conditions of applicable Bill of Lading. If this shipment is to be delivered to the consignee, without recourse on the consignor, the consignor shall sign the following statement. The carrier may decline to make delivery of this shipment without payment of freight and all other lawful charges. <b>Consignor Signature</b> _____ <b>Date</b> 3-12-25	
<b>SHIPPER CERTIFICATION</b> I hereby declare that the contents of this consignment are fully and accurately described above by the proper shipping name, and are classified, packaged, marked and labeled/placarded, and are in all respects in proper condition for transport according to applicable International and national governmental regulations. <b>Shipper Signature</b> _____ <b>Date</b> 3-12-25	
<b>CARRIER CERTIFICATION</b> Carrier acknowledges receipt of packages and required placards. Carrier certifies emergency response information was made available and/or carrier has the DOT emergency response guidebook or equivalent document in the vehicle. <b>DATE</b> 3-12-25 <b>DRIVER'S EMPLOYER NUMBER</b> <b>PIECE COUNT</b> <b>TRAILER #</b>	

## UNIFORM STRAIGHT BILL OF LADING ORIGINAL---NOT NEGOTIABLE

ALL SERVICES SUBJECT TO THE TERMS AND CONDITIONS OF THE FXF 100 SERIES RULES TARIFF. SEE FEDEX.COM FOR DETAILS. --- QUESTIONS? CALL 1.866.393.4585

Date <b>3-12-25</b>		Purchase Order #	
Shipper #		Shipper #	
<b>643583761-2</b> 		REQUIRED: Please select a service type <input type="checkbox"/> FedEx Freight® Priority <input checked="" type="checkbox"/> FedEx Freight® Economy	
OPTIONAL: You may select a money-back guarantee delivery (charges and tariff limitations may apply).		<input type="checkbox"/> A.M. Delivery <input type="checkbox"/> Close of Business Delivery	
SHIPPER (from) Please provide ZIP codes and phone numbers.		CONSIGNEE (to)	
Shipper <b>Remotec</b>	FXF Acct. # <b>779123839</b>	Consignee <b>Douglas County SO</b>	FXF Acct. #
Attn. to	Area Code <b>865</b> Phone Number <b>269-7841</b>	Attn. to <b>Bomb Squad/ Joel White</b>	Area Code <b>303</b> Phone Number <b>814-7056</b>
Address <b>353 JD Yarnall Industrial Pkwy</b>		Address <b>4000 Justice Way</b>	
Address (Store, Dept., Ste., Flr., Apt., Div.)		Address (Store, Dept., Ste., Flr., Apt., Div.)	
City <b>Clinton</b>		City <b>Castle Rock</b>	
State/Province <b>TN</b>	ZIP/Postal Code <b>37716</b> Country <b>USA</b>	State/Province <b>CO</b>	ZIP/Postal Code <b>80109</b> Country <b>USA</b>
Optional or Additional Service Fees and Charges <input type="checkbox"/> Liftgate <input type="checkbox"/> Inside Pickup <input type="checkbox"/> Limited Access		Optional or Additional Service Fees and Charges <input checked="" type="checkbox"/> Liftgate <input type="checkbox"/> Inside Delivery <input type="checkbox"/> Limited Access	
Shipper Bill of Lading #		<input type="checkbox"/> Custom Delivery Window.	
Special Instructions <b>Liftgate for receiver</b>			
BILL FREIGHT CHARGES TO (if different than above):			
Name <b>Remotec</b>		Mailing Address <b>353 JD Yarnall Industrial Pkwy</b>	
City <b>Clinton</b>		State <b>TN</b> ZIP/Postal Code <b>37716</b> Country <b>USA</b> Area Code <b>865</b> Phone Number <b>269-7841</b>	
Freight charges are PREPAID unless marked collect.		<input type="checkbox"/> USD <input type="checkbox"/> C.O.D. <input type="checkbox"/> CAD CHECK BOX IF COLLECT <input type="checkbox"/> AMOUNT	
REMIT C.O.D. TO (if different than shipper above):		1. The letters "C.O.D." must appear in box before consignee's name above. 2. C.O.D. funds to be collected as: <input type="checkbox"/> Certified Funds <input type="checkbox"/> Company Check <input type="checkbox"/> Personal Check 3. C.O.D. fee to be paid by: <input type="checkbox"/> Shipper <input type="checkbox"/> Consignee	
Name		Mailing Address	
City		State ZIP/Postal Code Country Country Code Area Code Phone Number	
RECEIVED, subject to the conditions of the contract, that the carrier has received from the shipper the goods described herein, and that the carrier is not responsible for the loss of or damage to the goods described herein, except as provided in the contract. The carrier is not responsible for the loss of or damage to the goods described herein, except as provided in the contract. The carrier is not responsible for the loss of or damage to the goods described herein, except as provided in the contract.			
HANDLING UNITS (H/U)	PKGS. TYPE	PIECES (subject to correction)	KIND OF PACKAGE, DESCRIPTION OF ARTICLES, SPECIAL MARKS AND EXCEPTIONS (subject to correction)
1	1	1	CRATE, Robot w/ accessories (84x52x69) Do Not Stack
TOTAL H/U:		1	
REMERGENCY CONTACT PHONE NUMBER ( ) CUSTOMER REGISTERED EMERGENCY RESPONSE INFO, PROVIDER or CONTRACT #			
NOTE (1) Where the rate and carrier's liability for loss or damage may be dependent on value, shippers must state specifically in writing the agreed or declared value of the property as follows: "The agreed or declared value of the property is specifically stated by the shipper to be not exceeding _____ per _____." Note (2) Liability limitation for loss or damage on this shipment shall be applicable as provided by contract or in the current NMFC or this carrier's governing tariffs. See FXF 100 Series Rules Tariff for complete limited liability provisions. Carrier's maximum standard liability is limited to \$25 per pound per package for NEW articles and \$50 per pound per package for its equivalent in Mexican Pesos (MXN) or Canadian Dollars (CAD), at the rate of exchange which is in effect at the place and on the date of shipment for USED or RECONDITIONED articles. In no case shall carrier liability exceed \$100,000 per occurrence (or its equivalent in MXN or CAD at the rate of exchange which is in effect at the place and on the date of shipment) for NEW articles or \$10,000 per occurrence (or its equivalent in MXN or CAD at the rate of exchange which is in effect at the place and on the date of shipment) for USED or RECONDITIONED articles. For availability and limits of excess liability coverage and applicable rates and charges, please refer to FXF 100 Series Rules Tariff. Not selecting an additional coverage option is considered to be a waiver of same and standard liability coverage will apply. <input type="checkbox"/> Articles are NEW, and require Excess Liability Coverage in the amount of _____ <input type="checkbox"/> USD <input type="checkbox"/> CAD <input type="checkbox"/> MXN per _____ or _____ Additional charges will apply. <input type="checkbox"/> Articles are USED or RECONDITIONED and require Excess Liability Coverage. Additional charges will apply. NOTE (3) Commodities requiring special or additional care or attention in handling or stowing must be so marked and packaged as to ensure safe transportation with ordinary care. See Sec. 2(a) of NMFC Item 350.			
FOR INTERNATIONAL SHIPMENTS INDICATE BROKER NAME, FAX AND PHONE NUMBERS. EEVSED Number or Exception _____ Phone # (AREA CODE) _____ Broker Name _____ Fax # (AREA CODE) _____			
FOR FREIGHT COLLECT SHIPMENTS Subject to Section 7 of conditions of applicable Bill of Lading, if this shipment is to be delivered to the consignee, without recourse on the consignor, the consignor shall sign the following statement. The carrier may decline to make delivery of this shipment without payment of freight and all other lawful charges. Consignor Signature _____			
SHIPPER CERTIFICATION I hereby declare that the contents of this consignment are fully and accurately described above by the proper shipping name, and are classified, packaged, marked and labeled/placarded, and are in all respects in proper condition for transport according to applicable international and national governmental regulations. Shipper Signature _____ Date <b>3-12-25</b>			
CARRIER CERTIFICATION Carrier acknowledges receipt of packages and required placards. Carrier certifies emergency response information is/are made available and/or carrier has the DOT emergency response guidebook or equivalent document in the vehicle. DATE _____ DRIVER/EMPLOYEE NUMBER _____ PIECE COUNT _____ TRAILER # _____			
Create your next Bill of Lading online at <a href="http://fedex.com/us/freight/main/">fedex.com/us/freight/main/</a> <b>3-12-25</b> FedEx Freight C0207/518-FXF C0237/75PMA			

# Peraton

Remotec, Inc.  
353 JD Yarnall Industrial Pkwy  
Clinton, TN 37716  
(865)483-0228 Fax (865)483-1426

## PACKING LIST

03/11/25

*CRATE #1 NO Batteries*

**SOLD TO:** OFFICE OF EMERGENCY MANAGEMENT  
7TH FLOOR  
101 W COLFAX AVE  
DENVER CO 80202

**SHIP TO:** DOUGLAS COUNTY SO  
ARAPAHOE COUNTY SO  
SEE NOTES OR PO FOR DELIVERY INSTRUCTIONS

Attn: GEORGE EVANS

Attn:

Sales Order	Ship No.	Cust No	Order Date	Tax	Promised	Salesman	Customer P. O. No.	Mark Shipment
0022098	0000	001981	7/22/2024	E	12/4/2024	HOUSE ACCOUNT	PO-00152512	TBD
F.O.B.		Ship Date	Shipped Via		Terms		Waybill Number	Ins
DESTINATION			GROUND		NET 30			N

Item	T	Quantity Ordered	UM	Part Number	Description	Price	Extension \$
					DELIVERY TO BE COORDINATED WITH RECEIVING AGENCIES  DCSO CONTACT: JOEL WHITE 303-814-7056 JWHITE@DCSHERIFF.NET DOUGLAS COUNTY SHERIFF'S OFFICE ATTN: BOMB SQUAD/INVESTIGATIONS 4000 JUSTICE WAY CASTLE ROCK, CO 80109  ACSO CONTACT: BRADFORD ZBOROWSKI 720-874-4194 BZBOROWSKI@ARAPAHOEGOV.COM ARAPAHOE COUNTY SHERIFF'S OFFICE ATTN: BOMB SQUAD/COMMUNITY RESOURCES PUBLIC SAFETY BUREAU 13101 E. BRONCOS PKWY. CENTENNIAL, CO 80112  Quote #: M9039 / 10220 Order Type: VEHICLE (COMBINATION)		
001	S	2-00	EA	2463-0100 3	ANDROS SPARTAN VEHICLE ASSY	235903.00000	471806.00
002	S	2-00	EA	CHGR-035	CHARGER, 6 STATION, BB2590		



# Peraton

Remotec, Inc.

353 JD Yarnell Industrial Pkwy

Clinton, TN 37716

(865)483-0228 Fax (865)483-1426

## PACKING LIST

03/11/25

SOLD TO: OFFICE OF EMERGENCY MANAGEMENT  
7TH FLOOR  
101 W COLFAX AVE  
DENVER CO 80202

SHIP TO: DOUGLAS COUNTY SO  
ARAPAHOE COUNTY SO  
SEE NOTES OR PO FOR DELIVERY  
INSTRUCTIONS

Attn: GEORGE EVANS

Attn:

Sales Order	Ship No.	Cust No	Order Date	Tax	Promised	Salesman	Customer P. O. No.	Mark Shipment
0022098	0000	001961	7/22/2024	E	12/4/2024	HOUSE ACCOUNT	PO-00152512	TBD
F.O.B.		Ship Date	Shipped Via		Terms		Waybill Number	Ins
DESTINATION			GROUND		NET 30			N

Item	T	Quantity Ordered	UM	Part Number	Description	Price	Extension \$
003	S	1 2.00	EA	2463-8700-1 3	OBS E5537 OCU ASSEMBLY	20470.00000	40940.00
004	S	1 2.00	EA	2463-8150 3	SWITCHBOX ASSY	9696.00000	19392.00
005	S	1 2.00	EA	2463-5000 2	CAMERA PAN AND TILT ASSEMBLY	15908.00000	31816.00
006	S	1 2.00	EA	2470-3825 1	CAMERA SIGHTING KITS	971.00000	1942.00
007	S	2 4.00	EA	2471-5172 0	LASER ASSY. W/MOUNT	505.00000	2020.00
008	S	1 2.00	EA	2463-5375 4	THERMAL IMAGER ASSEMBLY	6994.00000	13988.00
009	S	1 2.00	EA	MONITOR-15	MONITOR, 24" TOUCH LED	1191.00000	2382.00
010	S	1 2.00	EA	2470-3807 4	X-RAY MOUNT ASSY	1896.00000	3792.00
011	S	1 2.00	EA	2470-5220 3	DUAL PAN DISRUPTER MT COMPENSA	1224.00000	2448.00
012	S	1 2.00	EA	INIT-4CH-FX	INITIATOR, SHOCK TUBE, 4 CHANN EL, FX (RSS4)	3429.00000	6858.00
013	S	1 2.00	EA	BATS3-REM-ANDROS 1	BLOCK ACC TOOL SYSTEM	9112.00000	18224.00
014	S			<del>BATTERY, 24V, 10.3 AH, AT 25</del>	<del>BATTERY, 24V, 10.3 AH, AT 25</del>	<del>800.00000</del>	<del>1776.00</del>
015	S	1 2.00	EA	CRATE-006	CRATE FX 52X85X69-3/4 CRATE, FX, 52W X 85L X 69-3/4H	1717.00000	3434.00
016	S	1 2.00	EA	SHIPPING	SHIPPING	1216.00000	2432.00
017	S		EA	TRAINING-001	ROBOT TRAINING		

# Peraton

Remotec, Inc.  
353 JD Yarnell Industrial Pkwy  
Clinton, TN 37716  
(865)483-0228 Fax (865)483-1426

## PACKING LIST

03/11/25

SOLD TO: OFFICE OF EMERGENCY MANAGEMENT  
7TH FLOOR  
101 W COLFAX AVE  
DENVER CO 80202

SHIP TO: DOUGLAS COUNTY SO  
ARAPAHOE COUNTY SO  
SEE NOTES OR PO FOR DELIVERY  
INSTRUCTIONS

Attn: GEORGE EVANS

Attn:

Sales Order	Ship No.	Cust No	Order Date	Tax	Promised	Salesman	Customer P. O. No.	Mark Shipment
0022098	0000	001961	7/22/2024	E	12/4/2024	HOUSE ACCOUNT	PO-00152512	TBD
F.O.B.		Ship Date	Shipped Via	Terms		Waybill Number		Ins
DESTINATION			GROUND	NET 30				N

Item	T	Quantity Ordered	UM	Part Number	Description	Price	Extension \$
018	S		EA	TRAINING-001	ROBOT TRAINING		
019	S	2 4.00	EA	MPU5 RADIOS	SPARTAN MPU5 RADIOS M9039	20000.00000	80000.00
020	S	1 2.00	EA	CABLES AND MOUNT	SPARTAN CABLES AND MOUNT M9039	1155.00000	2310.00
					Order SubTotal		721560.00
Total Order Amount:							721560.00

# Peraton

Remotec, Inc.

858 JD Yarnell Industrial Pkwy

Clinton, TN 37716

(865)483-0228 Fax (865)483-1426

## PACKING LIST

03/11/25

**CRATE #2**

**No Batteries**

**SOLD TO:** OFFICE OF EMERGENCY MANAGEMENT  
7TH FLOOR  
101 W COLFAX AVE  
DENVER CO 80202

**SHIP TO:** DOUGLAS COUNTY SO  
ARAPAHOE COUNTY SO  
SEE NOTES OR PO FOR DELIVERY  
INSTRUCTIONS

Attn: GEORGE EVANS

Attn:

Sales Order	Ship No.	Cust No	Order Date	Tax	Promised	Salesman	Customer P. O. No.	Mark Shipment
0022098	0000	001961	7/22/2024	E	12/4/2024	HOUSE ACCOUNT	PO-00152612	TBD
F.O.B.	Ship Date	Shipped Via	Terms	Waybill Number	Ins			
DESTINATION		GROUND	NET 30		N			

Item	T	Quantity Ordered	UM	Part Number	Description	Price	Extension \$
					DELIVERY TO BE COORDINATED WITH RECEIVING AGENCIES  DCSO CONTACT: JOEL WHITE 303-814-7056 JWHITE@DCSHERIFF.NET DOUGLAS COUNTY SHERIFF'S OFFICE ATTN: BOMB SQUAD/INVESTIGATIONS 4000 JUSTICE WAY CASTLE ROCK, CO 80109  ACSO CONTACT: BRADFORD ZBOROWSKI 720-874-4194 BZBOROWSKI@ARAPAHOEGOV.COM ARAPAHOE COUNTY SHERIFF'S OFFICE ATTN: BOMB SQUAD/COMMUNITY RESOURCES PUBLIC SAFETY BUREAU , 13101 E. BRONCOS PKWY. CENTENNIAL, CO 80112  Quote #: M9039 / 10220 Order Type: VEHICLE (COMBINATION)		
001	S	1 <del>4.00</del>	EA	2463-0100 3	ANDROS SPARTAN VEHICLE ASSY	236903.00000	471808.00
002	S	2 <del>4.00</del>	EA	CHGR-035	CHARGER, 8 STATION, BB2690		



# Peraton

Remotec, Inc.

353 JD Yarnell Industrial Pkwy

Clinton, TN 37716

(865)483-0228 Fax (865)483-1426

## PACKING LIST

03/11/25

SOLD TO: OFFICE OF EMERGENCY MANAGEMENT  
7TH FLOOR  
101 W COLFAX AVE  
DENVER CO 80202

SHIP TO: DOUGLAS COUNTY SO  
ARAPAHOE COUNTY SO  
SEE NOTES OR PO FOR DELIVERY  
INSTRUCTIONS

Attn: GEORGE EVANS

Attn:

Sales Order	Ship No.	Cust No	Order Date	Tax	Promised	Salesman	Customer P. O. No.	Mark Shipment
0022098	0000	001981	7/22/2024	E	12/4/2024	HOUSE ACCOUNT	PO-00152512	TBD
F.O.B.	Ship Date	Shipped Via	Terms	Waybill Number	Ins			
DESTINATION		GROUND	NET 30		N			

Item	T	Quantity Ordered	UM	Part Number	Description	Price	Extension \$
003	S	1 2.00	EA	2463-8700-1 3	OBS E5537 OCU ASSEMBLY	20470.00000	40940.00
004	S	1 2.00	EA	2463-8160 3	SWITCHBOX ASSY	9896.00000	19392.00
005	S	1 2.00	EA	2463-5000 2	CAMERA PAN AND TILT ASSEMBLY	15908.00000	31816.00
006	S	1 2.00	EA	2470-3825 1	CAMERA SIGHTING KITS	971.00000	1942.00
007	S	2 4.00	EA	2471-5172 0	LASER ASSY. W/MOUNT	505.00000	2020.00
008	S	1 2.00	EA	2463-5375 4	THERMAL IMAGER ASSEMBLY	6994.00000	13988.00
009	S	1 2.00	EA	MONITOR-15	MONITOR, 24" TOUCH LED	1191.00000	2382.00
010	S	1 2.00	EA	2470-3807 4	X-RAY MOUNT ASSY	1896.00000	3792.00
011	S	1 2.00	EA	2470-5220 3	DUAL PAN DISRUPTER MT COMPENSA	1224.00000	2448.00
012	S	1 2.00	EA	INIT-4CH-FX	INITIATOR, SHOCK TUBE, 4 CHANN EL, FX (RSS4)	3429.00000	6858.00
013	S	1 2.00	EA	BATS3-REM-ANDROS 1	BLOCK ACC TOOL SYSTEM	9112.00000	18224.00
014	S			<del>BATTERY 24V 18.3 AH AT 20</del>	<del>BATTERY 24V 18.3 AH AT 20</del>	<del>688.00000</del>	<del>12776.00</del>
015	S	1 2.00	EA	CRATE.008	CRATE FX 52X85X69-3/4 CRATE, FX, 52W X 85L X 69-3/4H	1717.00000	3434.00
016	S	1 2.00	EA	SHIPPING	SHIPPING	1216.00000	2432.00
017	S		EA	TRAINING-001	ROBOT TRAINING		

# Peraton

Remotec, Inc.

353 JD Yarnell Industrial Pkwy

Clinton, TN 37716

(865)483-0228 Fax (865)483-1426

## PACKING LIST

03/11/25

**SOLD TO:** OFFICE OF EMERGENCY MANAGEMENT  
7TH FLOOR  
101 W COLFAX AVE  
DENVER CO 80202

**SHIP TO:** DOUGLAS COUNTY SO  
ARAPAHOE COUNTY SO  
SEE NOTES OR PO FOR DELIVERY  
INSTRUCTIONS

Attn: GEORGE EVANS

Attn:

Sales Order	Ship No.	Cust No	Order Date	Tax	Promised	Salesman	Customer P. O. No.	Mark Shipment
0022098	0000	001981	7/22/2024	E	12/4/2024	HOUSE ACCOUNT	PO-00162612	TBD
F.O.B.		Ship Date	Shipped Via	Terms		Waybill Number		Ins
DESTINATION			GROUND	NET 30				N

Item	T	Quantity Ordered	UM	Part Number	Description	Price	Extension \$
018	S		EA	TRAINING-001	ROBOT TRAINING		
019	S	2 4.00	EA	MPU6 RADIOS	SPARTAN MPU6 RADIOS M9039	20000.00000	80000.00
020	S	1 2.00	EA	CABLES AND MOUNT	SPARTAN CABLES AND MOUNT M9039	1155.00000	2310.00
Order SubTotal							721560.00
Total Order Amount:							721560.00

**MEETING DATE:** July 8, 2025

**STAFF PERSON RESPONSIBLE:** Zach Burns, Fairgrounds Manager, FFESS

**DESCRIPTION:** Purchase Order and Application to Professional Rodeo Cowboys Association for a Total Purse of \$167,125.00 for the 2025 Douglas County Rodeo.

**SUMMARY:** One of the main attractions at the Annual Douglas County Fair & Rodeo is the four (4) PRCA Rodeo Performances. The recent growth of our Rodeo has propelled the event into the PRCA's Playoff Series. This premier class of PRCA Rodeos is reserved for only the top 60 rodeos as rated on purse (prize money for rodeo contestants) alone. For our event to continue to grow, it is pivotal for Douglas County to remain among the best in the PRCA Playoff Series. In addition to allowing our Rodeo to attract the best athletes in the sport, the Playoff Series distinction also gives our event national exposure and increases our event sponsorship reach.

**RECOMMENDED ACTION:** Approval of Purchase Order and Application Professional Rodeo Cowboys Association (PRCA) for a total Purse of \$167,125.00 (this includes the additional purse money) for the 2025 Douglas County Rodeo.

**REVIEW:**

Tim Hallmark	Approve	7/2/2025
Jeff Garcia	Approve	7/2/2025
Andrew Copland	Approve	7/3/2025
Doug DeBord	Approve	7/3/2025

**ATTACHMENTS:**

PRCA Confirmation 2025  
PRCA Rodeo Application\_2025

TODAY: 5/06/2025  
RODEO# 488-MS CASTLE ROCK  
Douglas County Fair and Rodeo

COLORADO

TIME: 16:14:59  
PENDING  
FROM: 8/01/2025 TO: 8/03/2025

Arena - Douglas County Fairgrounds

Address - 500 Fairgrounds Drive

Entry Opening . . . 10:00 A TUE 1 JUL 2025  
Entry Closing . . . 10:00 A THU 3 JUL 2025

Priority Pos

Performance Data

1 FRI EVENING 1 AUG 2025 7:00 P 2 SAT EVENING 2 AUG 2025 7:00 P  
3 SUN MATINEE 3 AUG 2025 1:00 P

Total # Performances . . . 3

Special Section Data

31 THU BR EVE 31 JUL 2025 7:00 P 32 THU BB EVE 31 JUL 2025 7:00 P  
33 THU SB EVE 31 JUL 2025 7:00 P

Total # Special Sections . 3

Slack Data

.1 1B FRI MORNING 1 AUG 2025 10:00 A TD, SW  
1.1 2B SAT MORNING 2 AUG 2025 10:00 A TR

Total # Slacks . . . . . 2

Sponsors

	2024	2023
Arena Seating Capacity-	2,700	2,700
Total Tickets Sold-	9,226	9,226
Total Tickets Sales-	169,945	169,945

Qual ?		Committee Purse	Sponsor Purse	# Gos	S A	Entry Fees	(*Pgm Calc.)	Permits Accepted	Stock Charge
Y	Bareback Riding	23,875.00		*	125 200	IF		Yes	N
Y	Saddle Bronc	23,875.00		*	100 200	IF		Yes	N
Y	Bull Riding	23,875.00		*	100 DM 100 200	IF		Yes	N
	Tie Down Roping	23,875.00		*	250 400	IF		Yes	Y
	Steer Wrestling	23,875.00		*	150 325	IF		Yes	Y
	Team Roping	47,750.00		Y	Per Man 275 400	IF		Yes	Y

Steer Roping  
Stock Charges

SR

TR

5.00

SW

Total PRCA Purse

167,125.00

Grand Total

167,125.00

Previous Year

119,000.00

Prev. Total

\*\*\*\*\*  
Committee Contact

Zach Burns 720/733-6907

500 Fairgrounds Dr.

Castle Rock CO 80104

Second Contact-John Adams

Phone#: 303/868-9173

Primary Stock Contractors:  
Summit Pro Rodeo

Sub Contractors:

PROFESSIONAL RODEO COWBOYS ASSOCIATION, INC.  
GROUND RULES FOR CASTLE ROCK CO # 488  
8/01/2025 - 8/03/2025

\*\*\*PSN-S

GROUND RULES: ALL EVENTS - The "30-hour replacement" policy will be in effect. See Rodeo Entry Information Section of the Business Journal.

ALL EVENTS - The "walk-up replacement" policy will be in effect. See Rodeo Entry Information Section of the Business Journal.

ALL EVENTS - Re-entries will be accepted for available positions on Wed., July 23 between 9 AM and 11 AM. See Rodeo Entry Information page of the business journal.

RIDING EVENT TRADE DEADLINE - Tue., July 22 at 4 PM. All confirmed trades will be final and will be processed immediately after both involved parties have confirmed through PROCOM.

TIMED EVENT TRADE DEADLINE - Thur., July 24 at 4 PM. All confirmed trades will be final and will be processed immediately after both involved parties have confirmed through PROCOM.

BB, SB, BR - There will be a Special Section in the BB, SB, and BR on Thurs., July 31 at 7 PM. Day money will be paid in the Bull Riding for the Special Section. All entries will be official unless otherwise specified at the time of entry.

QUALIFICATIONS: BB, SB - 48 minimum entries. No compensation. No slack.

BR - 60 minimum entries. No compensation. No slack.

\*\*\*PSN-E

PROFESSIONAL RODEO COWBOYS ASSOCIATION, INC.  
GROUND RULES FOR CASTLE ROCK CO # 488  
8/01/2025 - 8/03/2025

\*  
\*  
\*





## 2025 PRCA Rodeo Approval Application

Professional Rodeo Cowboys Association  
ATTN: Approvals Dept.

101 Pro Rodeo Drive • Colorado Springs, Colorado 80919 • (719) 548-4880  
• Email: rodeo\_approvals@prorodeo.com

### FOR OFFICE USE ONLY

RA# \_\_\_\_\_ Anniversary \_\_\_\_\_  
Date Received \_\_\_\_\_  
RA \_\_\_\_\_ Check \_\_\_\_\_  
Comm \_\_\_\_\_ Check \_\_\_\_\_  
Owed \_\_\_\_\_

\*A complete application includes; the approval fee, sponsorship agreement, committee dues, tax ID number, along with all info requiring signatures of the Stock Contractor and Committee Contact.

### RODEO INFORMATION:

Castle Rock, CO  
(City and State)  
Douglas County Fair & Rodeo  
(Name of Rodeo)  
July 31 - August 3, 2025  
(Date of Rodeo)  
Douglas County Mountain  
(County) (Time Zone)

Please indicate the 2025 anniversary number for  
your rodeo as a PRCA rodeo (i.e., 10th, 50th, etc.) 76<sup>th</sup>

### ARENA INFORMATION:

Douglas County Fairgrounds  
(Name of Arena)  
500 Fairgrounds Dr.  
(Physical Address of Arena - NO P.O. BOXES)  
Castle Rock CO 80104  
(City) (State) (Zip)  
Arena Seating Capacity: 2,700  
Indoor \_\_\_\_\_ Outdoor ☒

### PRCA RODEO COMMITTEE HISTORY REPORT:

(This must be complete or the application will be returned to you!)

Total Tickets Sold: 2024 \_\_\_\_\_ 2023 9,226  
Gross Ticket Sales: 2024 \$ \_\_\_\_\_ 2023 \$ 169,945

Is your rodeo a free gate? YES / ☒ NO  
(No paid admission to rodeo, fair or any other celebration.)

### TICKET INFORMATION:

Ticket sales phone number: (720) 733 6900  
General Info phone number: (720) 733 6900  
(If different than ticket sales)

Rodeo website (Linked to ProRodeo.com web site)

Douglas County Fair and Rodeo.com

### RODEO COMMITTEE IDENTIFYING INFORMATION:

Name of Rodeo Committee or individual that is sponsoring organization of Rodeo (i.e., the entity that is financially responsible for the Rodeo and in whose name PRCA approval is being applied for):

(Use full, formal name of Rodeo Committee or individual sponsoring organization)

### LIST THE TAXPAYER ID NUMBER OF THE RODEO COMMITTEE:

(Social Security number if an individual, federal ID number if a corporation, partnership or other entity)

What type of entity is the Rodeo Committee?

\_\_\_\_ Corporation \_\_\_\_ Individual \_\_\_\_ Partnership  
\_\_\_\_ Other (describe)

### NAME OF THE RODEO COMMITTEE CONTACT: Applicant must be 18 years old per Bylaw B2.2.1.1

(The individual responsible with whom the PRCA National Office should correspond concerning the Rodeo)

Committee contact: Zach Burns  
Mailing address: 500 Fairgrounds Dr.  
City/State/Zip: Castle Rock CO 80104  
Daytime phone number: 720 733 6907  
Cell phone number: 303 916 7376  
E-mail address: zburns@douglas.co.us  
Fax: N/A

\*\*\*SIGNATURE IS REQUIRED ON FOURTH PAGE.\*\*\*

### NAME OF SECOND COMMITTEE CONTACT:

(SECOND CONTACT REQUIRED)

(other than Rodeo Committee Contact): John Adams  
Mailing address: 500 Fairgrounds Dr.  
City/State/Zip: Castle Rock, CO 80104  
Daytime phone number: 303 968 9173  
Cell phone number: 303 968 9173  
E-mail address: JAdams@demandinc.com  
Fax: N/A

Would you like your rodeo's contestant 1099's sent to an additional email?:

YES ☐ NO ☒

Email address: \_\_\_\_\_



**STOCK CONTRACTORS:**

Primary Stock Contractor of Record Summit pro Rodeo  
 (Signature required on Page 5 or the application will be returned to you!)

Stock Sub-Contractor/s N/A

**PERFORMANCE INFORMATION:**

Total Number of Perfs: 4  
 Starting and Ending Day: Thursday - Sunday  
 (MON, TUES, WED, etc.)

**Performance Date(s) and Time(s):**

(If more than ten performances, please attach perf schedule)

July 31, 2025 7:00 pm  
 (Date) (Time: AM/PM)  
August 1, 2025 7:00 pm  
 (Date) (Time: AM/PM)  
August 2, 2025 7:00 pm  
 (Date) (Time: AM/PM)  
August 3, 2025 1:00 pm  
 (Date) (Time: AM/PM)

(Date) (Time: AM/PM)

(Date) (Time: AM/PM)

(Date) (Time: AM/PM)

(Date) (Time: AM/PM)

(Date) (Time: AM/PM)

(Date) (Time: AM/PM)

**SLACK: Date/Time**

(Please consult with your Stock Contractor)

Barrel racing July 31 9:00 am  
Steer wrestling August 1 9:00 am  
Cal & roping August 1  
 1st Section of Slack (Date) (Time: AM/PM)

Team roping August 2 9:00 am  
 2nd Section of Slack (Date) (Time: AM/PM)

Will you have a bull riding special section? YES / NO

Bull Riding Special Section (Date) (Time: AM/PM)

EVENTS	FINALS Yes or No	COMMITTEE PURSE	PERMITS Agreed upon by Rodeo Committee	LIMITS Agreed upon by Rodeo Committee
BAREBACK	<u>NO</u>	<u>17,000</u>	<u>yes</u>	<u>48</u>
SADDLE BRONC	<u>NO</u>	<u>17,000</u>	<u>yes</u>	<u>48</u>
BULL RIDING	<u>NO</u>	<u>17,000</u>	<u>yes</u>	<u>60</u>
TIE-DOWN ROPING	<u>NO</u>	<u>17,000</u>	<u>yes</u>	
STEER WRESTLING	<u>NO</u>	<u>17,000</u>	<u>yes</u>	
TEAM ROPING	<u>NO</u>	Header: <u>17,000</u> Heeler: <u>17,000</u> Total: <u>\$119,000</u>	<u>yes</u>	
STEER ROPING	<u>N/A</u>			
TOTAL PURSE:		<u>119,000</u>	LAST YEAR'S PURSE: <u>119,000</u>	

## 772



**FEE SCALE: TO AVOID DELAY IN SANCTIONING:** Two fees (PRCA Approval Fee & PRCA Rodeo Committee Dues) must be submitted in full (see scales below) with a signed, completed application. An authorized representative of the rodeo committee and the stock contractor must sign the application. An application turned in incomplete may result in increased fees.

<b>APPROVAL FEE SCALE</b>			
Total Purse:	If approval request is received:		
	150 days prior	149-120 days prior	119-90 days prior
\$3,500 to \$4,999.....	\$300.....	\$450.....	\$600
\$5,000 to \$9,999.....	\$350.....	\$525.....	\$700
\$10,000 to \$14,999.....	\$400.....	\$600.....	\$800
\$15,000 to \$24,999.....	\$450.....	\$675.....	\$900
\$25,000 or more.....	\$500.....	\$750.....	\$1,000
<i>An approval application received less than 90 days prior to the first performance may result in denial of approval request; but if approved, will result in required payment of \$100 above the scale approval fee.</i>			

<b>PRCA COMMITTEE DUES</b>	
Based on total PRCA Committee purse	
\$3,500 to \$4,999.....	\$400
\$5,000 to \$9,999.....	\$600
\$10,000 and up.....	\$800



The undersigned Rodeo Committee hereby submits this application to conduct a Professional Rodeo Cowboys Association-sanctioned rodeo. By signing this application, the undersigned rodeo committee and stock contractor agree to abide by and be bound by all terms, conditions and obligations set forth in this application, and all rules of the PRCA, including but not limited to the PRCA Bylaws and Official Rodeo Rules and other rules of the PRCA (as the same may be from time to time amended). This includes Bylaws B10.1.1.1 and B10.1.1.2, which prohibit rodeo committees, ourselves included, from scheduling, producing, promoting or participating in a Competing Rodeo Event seventy-two hours before, during or seventy-two hours after a PRCA-sanctioned event. This also includes Bylaw B10.8.1, which reserves to the PRCA all rights in and to the filming, taping, recording in media now or hereafter known, still footage/photography, radio or television broadcasting or reproduction in any manner or form thereof of any PRCA-sanctioned event. If so approved by the PRCA, the applicant understands that the rodeo is approved as submitted (subject to any additional conditions and requirements imposed by the PRCA Rodeo Administrator in connection with the approval process). An authorized representative of the Rodeo Committee and the Stock Contractor of record must sign this application.

### **SAFE SPORT POLICY**

The Professional Rodeo Cowboys Association ("PRCA") is committed to the safety of its staff, members, Rodeo committee's, volunteers, and fans. As part of that commitment, the PRCA has developed and will enforce this Safe Sport Policy ("Policy") and takes seriously any report of alleged violations of the Policy. For further information please go to [www.prorodeo.org](http://www.prorodeo.org) under the PRCA Business section.

### **INDEMNIFICATION**

As a condition of and in consideration for PRCA's sanctioning your rodeo and the standard events and steer roping you agree to indemnify and hold PRCA harmless of and from any and all liabilities, claims and causes of action to any kind whatsoever, including costs of defense, arising out of or in any way related to or based upon the holding, conducting or promotion of any event held at your rodeo that is not sanctioned by the PRCA.

Rodeo Committee: Douglas County Fair & Rodeo

(Formal Name of Rodeo Committee Entity)

By: [Signature] Date: 11/29/25

(Signature of Primary Rodeo Contact) **Applicant must be 18 years old per Bylaw B2.2.1.1.**

Title Fairgrounds manager  
(Capacity on Behalf of Rodeo Committee)

Please keep a copy for your records.

**B10.7.14 Display of PRCA Emblem:** Once a rodeo has been approved by the PRCA, all printed advertising and promotional material used by the Rodeo Committee, Rodeo Producer, or stock contractor of the rodeo to promote that rodeo shall prominently display the official PRCA emblem. This requirement does not permit the use of the registered trademark on products or advertising or products that are to be sold commercially.





## 2025 Livestock Welfare Approval Application

Professional Rodeo Cowboys Association  
ATTN: Rodeo Approvals  
101 Pro Rodeo Drive • Colorado Springs, Colorado  
80919 • (719) 548-4880

Please supply the following information regarding livestock welfare. The welfare of the livestock at PRCA rodeos depends on each rodeo committee paying close attention to the rules regarding the care of the livestock and sharing information with the PRCA that will allow follow up. Please fill out the following **legibly and completely. Due 2 weeks prior to first performance.**

Rodeo Number: 488  
Rodeo City and State: Castle Rock, CO  
Rodeo Name: Douglas County Fair & Rodeo Rodeo Date: July 31 - August 3, 2025

### Veterinarian

**Bylaw 10.7.8 Provide a Veterinarian.** A rodeo committee shall ensure that a veterinarian is present and on-site for every performance and/or section of slack. Any rodeo committee failing to do so shall be subject to a fine of \$500 per performance and/or section of slack per rodeo.

Judges will have sign in sheets for veterinarians in the secretary's office. If the veterinarian does not sign in or is not present when an in-arena injury requiring veterinary care takes place, this may be considered a violation.

Name: Littleton Equine Medical Center  
Address: 8025 Sante Fe Dr.  
City: Littleton State: CO Zip: 80120  
Phone: 720 273 6253 Email: j.dunbar@littletonequine.com

### Conveyance

**Rule R8.4** requires each rodeo committee have a conveyance capable of humanely transporting injured livestock from the arena. This conveyance must be able to transport calves, steers, horses and bulls. A conveyance for calves or steers may be a pickup, sled, trailer or stretcher. A sled or trailer is suitable to transport horses or bulls.

- ☒ Yes, we have a conveyance to transport calves or steers.  
☒ Yes, we have a conveyance to transport horses or bulls.

### Livestock Welfare Contact

The PRCA strongly suggests that each PRCA rodeo committee have a designated committee member to handle livestock welfare issues. This designee should handle all inquiries from the PRCA, media and the public regarding the care and handling of the livestock at the rodeo. Additionally, this person should prepare a written plan to handle animal injuries and other livestock welfare issues at your event. **We strongly suggest this person have email access as updates and alerts are sent out via email.**

Name: John Adams  
Address: 500 Fairgrounds Dr.  
City: Castle Rock State: CO Zip: 80104  
Phone: 303 868 9173 Email: Fair@douglas.co.us

PRCA has extensive livestock welfare information available to assist committees.

For more information, or if any livestock welfare issues arise, including a livestock injury at your rodeo, please contact: PRCA Livestock Program • 101 Pro Rodeo Drive, Colorado Springs, CO 80919  
719-528-4782 (Office) or livestockprogram@prorodeo.com

## Request for Taxpayer Identification Number and Certification

Give Form to the  
requester. Do not  
send to the IRS.

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type. See specific instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ <b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ► _____	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>	
	5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
6 City, state, and ZIP code		
7 List account number(s) here (optional)		

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number	
or	
Employer identification number	

### Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ►	Date ►
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### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
  - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
  - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
  - Form 1099-S (proceeds from real estate transactions)
  - Form 1099-K (merchant card and third party network transactions)
  - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
  - Form 1099-C (canceled debt)
  - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.





## 2025 PRCA Rodeo Sponsorship Agreement

Professional Rodeo Cowboys Association  
101 Pro Rodeo Drive, Colorado Springs, CO 80919

\*A complete application includes the approval fee, sponsorship agreement, committee dues, tax ID number, along with all info requiring signatures of the Stock Contractor and Committee Contact.

### All fields must be filled out below.

#### RODEO INFORMATION:

(City and State) Castle Rock, CO

(County) Douglas

(Name of Rodeo) Douglas County Fair & Rodeo

(Date of Rodeo) July 31 - August 3, 2025

#### NAME OF THE COMMITTEE SPONSORSHIP

CONTACT: (person responsible for Rodeo Sponsorship)

Name: John Adams

Mailing Address: 500 Fairgrounds Dr

City/State/Zip: Castle Rock, CO 80104

Daytime Phone: 303 868 9173

Cell Phone: 303 868 9173

Email: Jadams@demandinc.com

**EXCLUSIVE SPONSORS** — Wrangler and Cinch are exclusive sponsors in the jeans and woven shirts category at PRCA rodeos. No other jeans and/or woven shirts branding, or signage can be displayed on the rodeo grounds, including any area visible from the arena seats, or immediately adjacent to the seating area. Wrangler has Right of First Refusal (ROFR) if the local rodeo has not been sponsored by Cinch within the previous 12 months. Wrangler has 10 business days after receipt to initially respond or make an offer.

#### Wrangler (Exclusive jeans & woven shirts)

Jeff Chadwick

[jeff.chadwick@kontoorbrands.com](mailto:jeff.chadwick@kontoorbrands.com)

#### Cinch (Cinch Series – Circuit program)

Nate Vodehnal

[nvodehnal@miller-international.com](mailto:nvodehnal@miller-international.com)

**RIGHT OF FIRST REFUSAL (ROFR)**— ONLY if a PRCA national sponsor has sponsored your rodeo committee within the previous 12 months, then the PRCA rodeo committee must first offer a right of first refusal to that national sponsor before accepting an offer from another sponsor within that category. There is no ROFR obligation for the following national sponsors if your rodeo was not sponsored by them in the previous 12 months.

These national PRCA Sponsors include **Justin Brands** (boots), **MillerCoors Brewing Co.** (malt beverages/beer), **Pendleton Whisky** (whiskey), **Resistol Hats** (western hats), and **Montana Silversmiths** (silversmith). Sponsor contact information listed in subsequent pages or call PRCA Properties at 719.548.4860.

The ROFR offer must be communicated to the national sponsor via mail or email, with a copy to PRCA Properties, with sufficient detail for them to consider a counteroffer or match. National sponsor has 10 business days after receipt to initially respond or make an offer.

#### PRCA National Sponsorships

The committee acknowledges that the PRCA and PRCA shall have the right to secure and designate national corporate sponsors for the PRCA and its activities. Committee agrees to cooperate in good faith with the PRCA and PRCA in fulfilling certain sponsorship rights granted to official PRCA National Sponsors and licensees with regards to PRCA-sanctioned events, including the above Rodeo, as hereinafter provided. The committee agrees to abide by these rights regarding PRCA national sponsors and sponsorship of the above rodeo. Failure to meet these contractual obligations may constitute a violation of Bylaw 10.3.1 of the PRCA Bylaws.

#### Rodeo Committee

Signature: Tori Thelen

Rodeo Number: 408

#### Rodeo Committee

Print Name: Tori Thelen

Date of Submission: 1/30/25

## Stock Contractor Signature Page

By signing this application, the undersigned Stock Contractor agrees to abide by and be bound by all terms, conditions and obligations set forth in this application, and all rules of the PRCA, including but not limited to the PRCA bylaws and Official Rodeo Rules and other rules of the PRCA (as the same may be from time to time amended). If so approved by the PRCA, the applicant understands that the rodeo is approved as submitted (subject to any additional conditions and requirements imposed by PRCA Rodeo Administrator in connection with the approval process).

**An authorized representative of the Stock Contractor of record must sign this application.**

Rodeo City and State \_\_\_\_\_

Primary Stock Contractor of Record: \_\_\_\_\_ Date: \_\_\_\_\_

PRCA Card Number: \_\_\_\_\_ Signature required: \_\_\_\_\_

Please keep a copy for your records.

Please send this page with a **copy** of your rodeo application to your selected Stock Contractor for signature.

**MEETING DATE:** July 8, 2025

**STAFF PERSON RESPONSIBLE:** Benjamin Pierce, P.E., Capital Improvements Supervisor

**DESCRIPTION:** Construction Contract with JHL Constructors, LLC for the County Line Road (Broadway to University) Improvement Project, in the Amount of \$28,602,670.17, Douglas County Project # CI 2020-013.

**SUMMARY:** The objective of this project is to widen and reconstruct County Line Road between University Blvd (SH 177) and Broadway to include two general purpose lanes in each direction to match the typical section of County Line Road on either side of the project limits. This project also addresses existing roadway geometric and drainage deficiencies, resulting in a safer and more environmentally friendly roadway. As a result of federal funds being used for project construction, a noise analysis was conducted, requiring the project to construct noise mitigation walls on the north side to shield affected residents.

On March 31, 2025, Douglas County Public Works Engineering solicited bids for the County Line Road (Broadway to University) Improvements Project. Nine (9) bids were electronically delivered to Douglas County on May 6, 2025, by 2:00 PM. Bid results are as follows:

**CONTRACTOR TOTAL BID**

JHL Constructors, LLC \$28,602,670.17

TWX \$29,174,700.00

SEMA Construction, INC \$29,272,162.65

Jalisco International, Inc. \$29,977,347.00

Harper Brothers Construction LLC \$31,001,961.55

Ames Construction Inc \$33,395,010.00

FNF Construction, Inc. \$33,837,748.50

WW Clyde, Inc. \$36,708,154.00

CEI \$40,388,582.35

*Engineers Estimate* \$31,427,420.00

All bids were reviewed and JHL Constructors, LLC was determined to be the lowest responsive bidder. JHL's bid proposal was reviewed by Douglas County and CDOT; and both agencies determined JHL's proposal to be in compliance with the contract requirements for this federal aid project. Staff is recommending awarding a construction contract to JHL for an amount not to exceed \$28,602,670.17.



Funding for this regional multi-modal construction project includes \$12,582,000 in federal funds from CDOT through the executed Intergovernmental Agreement (IGA) dated October 5, 2022. In accordance with the executed IGA, as construction advances, the County will invoice CDOT monthly to be reimbursed for 80% of the actual work completed, until the County has received the total federal funding allocated to the project. Douglas County and the City of Centennial executed an IGA (dated May 21, 2024) regarding this project, and based on the revised total construction cost, their contribution will be \$4,499,741.97, with \$3,000,000 being provided in Fiscal Year 2025 and the remaining contribution in Fiscal Year 2026. Similarly, Douglas County and the City of Littleton executed an IGA (dated May 21, 2024) regarding this project and will be contributing \$2,000,000 in Fiscal Year 2025. A summary of the total construction cost and all project funding sources are as follows:

**TOTAL CONSTRUCTION COSTS\***

Design Services During Construction (FHU) \$174,140.00  
Construction Management and Material Testing (Benesch) \$3,200,000.00  
Construction (JHL) \$28,602,670.17  
*TOTAL CONSTRUCTION COSTS* \$31,976,810.17

**PROJECT CONTRIBUTIONS\***

Federal Funding \$12,582,000.00  
Douglas County \$12,895,068.20  
City of Centennial \$4,499,741.97  
City of Littleton \$2,000,000.00  
*TOTAL CONSTRUCTION COSTS* \$31,976,810.17

*\* Note: Per the terms of the various executed IGAs, a final rectification of contributions will be completed at the end of the project to account for actual costs rather than contracted costs.*

This construction project is a completion date contract with a duration of 730 days, with an anticipated notice to proceed date of no earlier than July 14, 2025, and completion date of July 14, 2027. Not all project funding is available or required in fiscal year 2025 at the time of this contract award.

This Project requires utilizing “Incremental Encumbrances,” which means that not all the County’s funds to pay for the work for the entire Project will be encumbered in fiscal year 2025.

In accordance with the Project Special Provisions (Addendum #3), the Contractor’s compensation beyond the current year is contingent upon continuing availability of County appropriations for this Project, and the Contractor shall not perform work that creates a financial obligation for the County exceeding the approved encumbrance amount(s).

Encumbrance of County funds will be done in phases for each fiscal year, with the first phase of funding in fiscal year 2025 being encumbered upon execution of this Contract. Subsequent phases of funding, for all future fiscal years, will need to be encumbered utilizing a Douglas County Option Letter. The County Manager may issue a unilateral Option Letter to increase the total Project encumbrance amount to reflect an increase in funds appropriated for this construction contract for an amount that reflects County Commissioner approval and adoption of its 2026 County Budget or subsequent year project budgets that require future County Commissioner approvals.

For the first phase of construction, at the time of award, \$15,000,000 in funds are currently available in fiscal year 2025 to be encumbered for this construction contract; and these funds are more than adequate to cover JHL’s current anticipated Payment Schedule, where they anticipate expenditures will not exceed \$10,000,000 in 2025.

Funding for fiscal year 2025 requires utilizing a single purchase order at the time of award of this construction contract, as shown below:

- **\$15,000,000 from Fund 230, Business Unit 800461**

This initial purchase order will be enough to cover project expenditures well into fiscal year 2026. In 2026, the purchase order will be increased to cover the entire cost of the project, as shown below:

- **\$13,602,670.17 from Fund 230, Business Unit 800461**

Douglas County will utilize Option Letters to increase encumbrances for this contract once the County completes its ongoing supplemental budget processes to recognize the contributed funds from CDOT, the City of Centennial, and the City of Littleton, making them available for expenditures.

**RECOMMENDED  
ACTION:**

Staff recommends awarding a Construction Contract to JHL Constructors, LLC for the County Line Road (Broadway to University) Improvement Project, for the amount of \$28,602,670.17, Douglas County Project # CI 2020-013.

**REVIEW:**

Janet Herman	Approve	7/3/2025
Jeff Garcia	Approve	7/3/2025
Andrew Copland	Approve	7/3/2025
Doug DeBord	Approve	7/3/2025

**ATTACHMENTS:**

Signed CONTRACT ONLY - JHL Constructors - County Line Rd Broadway to Univ - Ben Pierce



**CONTRACT DOCUMENTS  
AND  
CONSTRUCTION SPECIFICATIONS  
DOUGLAS COUNTY**

**COUNTY LINE ROAD : BROADWAY TO UNIVERSITY  
IMPROVEMENT PROJECT  
DOUGLAS COUNTY PROJECT NUMBER CI 2020-013  
STU C470-044 (23677)**

**PRIOR TO SUBMITTING A BID PROPOSAL FOR THIS PROJECT, THE BIDDER SHALL HAVE RECEIVED PRE-QUALIFICATION STATUS (ACTIVE STATUS) WITH THE COLORADO DEPARTMENT OF TRANSPORTATION (CDOT) TO BID ON INDIVIDUAL PROJECTS OF THE SIZE AND KIND OF WORK AS SET FORTH IN THE CONTRACT DOCUMENTS. THE BIDDER SHALL BE REQUIRED TO PRODUCE DOCUMENTED EVIDENCE VERIFYING THAT THE BIDDER'S ACTIVE STATUS EXISTED PRIOR TO THE BID OPENING. FAILURE TO PRODUCE SAID EVIDENCE WILL DISQUALIFY THE BIDDER FROM BEING ELIGIBLE FOR AN AWARD OF THIS CONTRACT.**

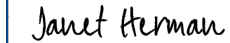

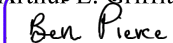
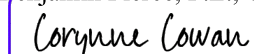
For use with the Colorado Department of Transportation (CDOT) Standard Specifications for Road and Bridge Construction, dated 2023; CDOT Standard Plans, as current at the time of Bid.

**PRE-BID CONFERENCE: WEDNESDAY, APRIL 9, 2025, at 10:00 A.M.**

**BID-OPENING: TUESDAY, APRIL 29, 2025, at 2:00 P.M.**

**This is a Completion Date Contract. The Contract Time of 730 calendar days will be used to determine the Completion Date, once the Notice to Proceed is established. No extension of the contract time shall be allowed for inclement weather, foreseeable causes or conditions under control of the Contractor. If all work under the Contract is not completed on or before the specified Completion Date, Contract Time shall be assessed for each additional calendar day in accordance with Subsection 108.08 (a) 2 - Determination and Extension of Contract Time. All requests for extensions must be submitted in writing within seven (7) days in accordance with Subsection 108.08 (d). Liquidated Damages will be charged in accordance with Subsection 108.09 – Failure to Complete Work on Time.**

Approved By:

	6/11/2025
<hr/>	
Janet Herman, P.E., Director of Public Works	
	5/21/2025
<hr/>	
Ben Pierce, P.E., Transportation Capital Projects Manager	
	5/21/2025
<hr/>	
Ben Pierce, P.E., Capital Project Improvements Supervisor	
	5/27/2025
<hr/>	
Cori Cowan, P.E., Project Engineer	

**COUNTY LINE ROAD (BROADWAY TO UNIVERSITY)  
IMPROVEMENT PROJECT  
DOUGLAS COUNTY PROJECT NUMBER CI 2020-013  
STU C470-044 (23677)  
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**\*Shall be completed and Submitted with Bid**  
**# Documents shall be submitted by the Contractor who is selected as the Lowest and Most Responsive Bidder within five (5) calendar days of the Notice of selection.**

**COUNTY LINE ROAD (BROADWAY TO UNIVERSITY)  
IMPROVEMENT PROJECT  
DOUGLAS COUNTY PROJECT NUMBER CI 2020-013  
STU C470-044 (23677)  
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**COUNTY LINE ROAD (BROADWAY TO UNIVERSITY)  
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**COUNTY LINE ROAD (BROADWAY TO UNIVERSITY)  
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## INVITATION TO BID

**COUNTY:** Douglas County Government  
Department of Public Works  
Philip S. Miller Building  
100 Third Street, Suite 220  
Castle Rock, CO 80104

Separate sealed bids for the: **COUNTY LINE ROAD: BROADWAY TO UNIVERSITY  
IMPROVEMENT PROJECT  
DOUGLAS COUNTY PROJECT NUMBER CI 2020-013  
STU C470-044 (23677)**

Will be received by: Douglas County Government  
Department of Public Works  
Philip S. Miller Building  
100 Third Street, Suite 220  
Castle Rock, CO 80104

Bids shall be received electronically through the Rocky Mountain E-Purchasing System website ([www.rockymountainbidsystem.com](http://www.rockymountainbidsystem.com)): until **2:00 P.M.** (local time), **TUESDAY, APRIL 29, 2025**. The Contract Documents may be obtained **after 10:00 A.M., MONDAY, MARCH 31, 2025**, at the same Douglas County Rocky Mountain E-Purchasing System website.

**All questions are due to Benjamin Pierce, P.E., Project Manager by 5:00 P.M. (local time), on APRIL 22, 2025.**

Bid opening will be conducted at **2:00 P.M. on: TUESDAY, APRIL 29, 2025**, via Microsoft Teams and:

Douglas County Government  
Department of Public Works  
Philip S. Miller Building  
100 Third Street, Suite 220  
Castle Rock, CO 80104

County: Douglas County Government  
By: **Benjamin Pierce, P.E., Project Manager**

A Pre-Bid conference will be held at **10:00 A.M. on: WEDNESDAY, APRIL 9, 2025** at:

Douglas County Government  
Department of Public Works  
Philip S. Miller Building  
100 Third Street, Suite 220  
Castle Rock, CO 80104

## CONFERENCES PROCEDURES AND INSTRUCTIONS

Douglas County believes in open and transparent government and, as such, requires that the business of County government should be open to effective public review. This includes access to information as well as the knowledge of the ability to participate in public discussion so that diverse opinions and ideas may be heard and considered.

**The following requirements are needed to attend remotely via the provided link:**

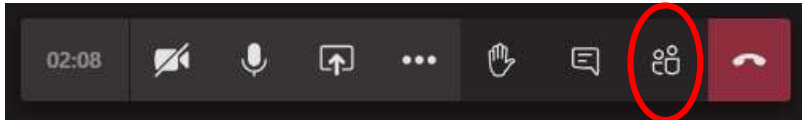
- Bandwidth – Internet connection of 3mbps or greater
- Audio – *Headset with a microphone plugged into PC*
- Computer – Recommended browser: Chrome, Edge, Safari
- Recommended OS: Windows 10 or MacOS

**You may access the Pre-Bid or Bid Opening Meetings virtually the following ways:**

- Click on the “Click here to join the meeting” link on the next page for the meeting you wish to join.
- OR Call the provided telephone number - ***You will not be able to participate in the Q&A or provide comments during the meeting via telephone – you will be joining as an anonymous attendee and will remain muted – we strongly encourage*** submitting all questions to the Engineer directly *before* the meeting if you intend to call via telephone
- You can also email Joanna Miller at [jemiller@douglas.co.us](mailto:jemiller@douglas.co.us) to have the Teams meeting invitation sent to you via email

**The following protocol and procedures will take place for Pre-Bid Conference remote attendees:**

- You will be entered into the meeting and automatically muted – *Do Not Unmute until called upon by a Meeting Mediator*
- All questions will be saved for the end of the meeting unless otherwise arranged; if you are attending via a computer, look for the “Raise Your Hand” button on the options in the middle of your screen – a Meeting Mediator will call on you to ask your question



- As soon as you are done talking, your microphone will be re-muted to avoid audio looping/feedback – *Do Not Unmute until called upon by Meeting Mediator*
- Unwarranted disruptions will result in muting of attendee or expulsion from the meeting

**The following protocol and procedures will take place for the Bid Opening Conference:**

- **Bid submission procedures have not changed;** see Notice to Bidders for acceptable submission protocol
- Attendees will be entered into the meeting and automatically muted – *Do Not Unmute your microphone*
- Live video feed will be available via the provided link for the opening of the submitted Bid Packages or for audio only call the provided number
- There will no questions allowed during the Bid Opening; any raised hands must wait until the end of the conference and are subject to the Engineer’s approval – *Do Not Unmute*

### **Pre-Bid Conference**

Scheduled for **10:00 A.M. on: WEDNESDAY, APRIL 9, 2025**

The Pre-Bid Conference will be held at:

Douglas County Government  
Department of Public Works  
Philip S. Miller Building  
100 Third Street, Suite 220  
Castle Rock, CO 80104

*And Via Microsoft Teams:*

Meeting ID: 282 294 241 710

Passcode: Tf7RW9dn

[+1 720-739-2066,,636268909#](https://teams.microsoft.com/join/282294241710?passcode=Tf7RW9dn)

Phone conference ID: 636 268 909#

### **Bid Opening**

Scheduled for **2:00P.M. on: TUESDAY, APRIL 29, 2025**

The Bid Opening will be conducted electronically on the Rocky Mountain E-Purchasing website and via teams at:

Meeting ID: 287 216 324 733

Passcode: 3Vc76WQ2

[+1 720-739-2066,,532927589#](https://teams.microsoft.com/join/287216324733?passcode=3Vc76WQ2)

Phone conference ID: 532 927 589#

Interested parties may watch the Bid Opening via Microsoft Teams and call in to hear the Bid Opening. Questions will NOT be accepted or addressed during the call.

## NOTICE TO BIDDERS

Bidding Documents: The Bidding Documents shall include the Information for Bidders, the Plans and Specifications for the Project, the Bid Proposal, Bid Bond, all Addenda issued during the bidding process, and Non-Collusion Affidavit of Prime Bidder.

**Receipt of Sealed Bids** - Bids will be received by:

Douglas County Government  
Department of Public Works  
Philip S. Miller Building  
100 Third Street, Suite 220  
Castle Rock, CO 80104

**Attn: Benjamin Pierce, P.E., Project Manager**

until **2:00 P.M, local time on: TUESDAY, APRIL 29, 2025**

**Submission of Bids** - All Bids must be submitted on the form provided in the Bidding Documents

Each Bid must be submitted via electronic submission online at Rocky Mountain E-Purchasing System ([www.bidnetdirect.com//douglas-county-engineering](http://www.bidnetdirect.com//douglas-county-engineering)). Required Submittal Attachments shall reference **COUNTY LINE ROAD (BROADWAY TO UNIVERSITY) IMPROVEMENT PROJECT, DOUGLAS COUNTY PROJECT NUMBER CI 2020-013, STU C470-044 (23677).**

Douglas County utilizes the Rocky Mountain E-Purchasing System for electronic solicitation submittals. It is the Bidders responsibility to ensure that the submittal process is started with enough time to meet the Bid Opening deadline. For example, do not start the upload process at ten minutes prior to Bid Opening with an expectation that your submittal will be received prior to the Bid Opening deadline. If the Bidder experiences any problems, has questions or technical difficulties when uploading documents, PLEASE contact Bidnet Vendor Support Team (800) 835-4603, option 2. If Bidnet is unable to resolve the problem, contact **Benjamin Pierce, P.E., Project Manager OR JOANNA MILLER Phone: 303.814.4338 Email: [jemiller@douglas.co.us](mailto:jemiller@douglas.co.us)** a minimum of **30 minutes prior to the Bid Opening time** for a submittal resolution.

All blank spaces in the Bid Form must be completely filled out when submitted. All Bid Documents shall be filled out completely and submitted in total. **THIS IS A REQUIREMENT FOR ALL BIDDERS SUBMITTING BIDS FOR THIS PROJECT.**

All information submitted in response to this may be subject to disclosure under the Open Records Act. Bidders are discouraged from providing information that the Bidder considers confidential and/or privileged as part of a response to this invitation.

Examination of Contract Documents and Project Site - Before submitting any Bid, the Bidder shall examine the Contract Documents as defined in the General Conditions, including all Addenda, the Project Site, and become totally familiar with each. Any inconsistencies, ambiguities, errors or omissions found in the Contract Documents or at the Project Site shall be brought immediately to the

attention of the County Representative.

The submission of a Bid shall be a representation by the Bidder that he has complied with the requirements of the above paragraph.

The field conditions set forth shall not constitute a representation, expressed or implied, that such conditions are actually existent. Bidders shall make their own investigations and form their own estimates of the actual site conditions.

No claim that there was any misunderstanding as to the quantities, conditions, or nature of the work will be entertained after submission of Bids. Any questions during the bidding process can be addressed to the following County Representative: **Benjamin Pierce, P.E., Project Manager at 303.660.7490 or by fax at 303.379.4198.**

Specifications and Plans - The work embraced herein shall be in accordance with CDOT Standard Specifications for Road and Bridge Construction, dated 2023; the CDOT M&S Standards, as current at time of Bid; and in accordance with the Douglas County Roadway Design and Construction Standards, as current at the time of Bid, insofar as the same may apply, and in accordance with the plans and these special provisions.

Interpretation of Contract Documents - The Bidder shall present all questions requiring an interpretation of the Contract Documents in writing to the County Representative. If the County Representative's decision requires a modification of the Contract Documents, such modification shall be contained in an Addendum, which shall be sent to all Bidders having received copies of the Contract Documents. All Addenda issued by the County Representative shall become part of the Contract Documents and shall have been considered and included as part of any Bid. Any decisions or interpretations by the County Representative, which are not contained in any properly issued Addendum, shall have no effect.

Addenda - When interpretations of the Contract Documents are requested, or if errors, omissions, ambiguities, discrepancies or inconsistencies have been brought to the attention of the County Representative, and a modification of the Contract Documents is required, the County Representative shall issue an Addendum containing all pertinent information. **Such Addenda shall be posted on the Rocky Mountain E-Purchasing System and shall become a part of the Contract Documents.**

Modification and Withdrawal of Bids - Bids may be modified or withdrawn at any time prior to the opening of Bids. All modifications or withdrawals must be completed through the Rocky Mountain E-Purchasing System and modified or withdrawn prior to the time for the opening of Bids. A Bid modification shall not reveal the total amount of the original Bid.

Bonds - Each Bid shall be accompanied by cash, certified check or a Bid Bond on the form provided in the Bidding Documents payable to the County, in an amount not less than **five percent (5%)** of the total Bid. The County shall retain the Bid Bond of any Bidder that the County believes to have a reasonable chance of receiving the award of the Contract until the successful bidder executes the Contract with the County and provides the County with a Performance Bond, Payment Bond, and Certificates of Insurance, required by the Bidding Documents. All other Bid Bonds shall be returned to the respective Bidders within **ninety (90) calendar days** of the opening of Bids. **ANY BID NOT ACCOMPANIED BY A CONFORMING BID BOND IN THE AMOUNT OF AT LEAST FIVE PERCENT OF THE BID PRICE WILL BE REJECTED.**

The County prefers an electronic Bid Bond. Bidders submitting cash, certified check, or standard (original, paper) Bid Bond shall ensure receipt to the County prior to Bid Opening. Information shall be clearly labeled with the words: **COUNTY LINE ROAD: BROADWAY TO UNIVERSITY IMPROVEMENT PROJECT, DOUGLAS COUNTY PROJECT NUMBER CI 2020-013, STU C470-044 (23677) Name of Bidder, Date and Time of Bid Opening.** Information shall be delivered to the Department of Public Works, Engineering Division, located in the Philip S. Miller Building, 100 Third Street, Suite 220, Castle Rock, CO 80104 and to no other Department of the County. Further, the outside envelope shall be marked:

**ATTENTION: BENJAMIN PIERCE, P.E., PROJECT MANAGER - DO NOT OPEN (IN LARGE 1 - 1/2 INCH LETTERS.)**

**DOUGLAS COUNTY, COLORADO**  
**DEPARTMENT OF PUBLIC WORKS**  
**ENGINEERING DIVISION**

**If the BID BOND submitted is determined to be non-conforming after the Bid has been read, then that Bid will be determined to be non-conforming and will be rejected. If the successful bidder fails to execute a Contract with the County within ten (10) days of the receipt of the Notice of Intent to Award, the County shall retain his Bid Bond as liquidated damages.**

PAYMENT BOND AND A PERFORMANCE BOND, each in the amount of 100 percent (100%) of the CONTRACT PRICE, with a corporate surety approved by the County, will be required for the faithful performance of the contract and payment of the subcontractors, material supplies and laborers.

Attorneys-in-Fact who sign BID BONDS, PAYMENT BONDS AND PERFORMANCE BONDS must file with each BOND a certified and dated copy of their Power of Attorney.

Applicable Laws - The submission of a Bid shall be a representation by the Bidder that he has familiarized himself with all laws applicable to the Project and will comply therewith throughout the Contract.

Award of the Contract - The award will be made to the lowest responsive, responsible Bidder.

The County reserves the right to accept or reject any and all Bids, to waive any informality or technicality in any Bid, and to disregard all non-conforming, non-responsive, conditional or Alternate Bids whenever such rejection or waiver is in the County's best interest.

**Prior to submitting a Bid Proposal for this Project, the Bidder shall have received prequalification status (active status) with the Colorado Department of Transportation to bid on individual projects of the size and kind of work as set forth in the General Statement.**

Notice of Intent to Award - The County shall notify the successful bidder, in writing, in accordance with Section 103 of the Douglas County Standard Special Provisions (SSPs), as revised. The Notice of Intent to Award will be accompanied by this Contract and the necessary Bond Forms. Within **ten**

**(10) days** of the date of the Notice of Intent to Award has been issued, the successful bidder shall present, properly executed, a Payment Bond, Performance Bond, the necessary Certificates of Insurance required by the Contract Documents, all other formal Contract Documents and sign the Contract.

Failure to Execute this Contract - In the event that the successful bidder fails to execute this Contract, or provide a properly executed Performance Bond, Payment Bond, the necessary Certificates of Insurance, as required by the Contract Documents, the County may elect to hold the Bidder in default and retain the Bid Bond as liquidated damages.

After the Notice of Intent to Award has been issued, **if the County fails to execute** this Contract within **sixty (60) days** of receipt of a properly executed Payment Bond, Performance Bond, receipt of the necessary Certificates of Insurance required by the Contract Documents, and all other formal Contract Documents, then the successful bidder may, by written Notice to the County, withdraw from the Contract.

Notice of Withdrawal shall be effective upon receipt by the County and shall not be cause for the County to retain the Bid Bond of the successful bidder.

Notice to Proceed - The Notice to Proceed, stating the date on which the work is to commence, shall be issued within **thirty (30) days** of the execution of this Contract by the County and the Contractor.

Tax Exemptions - The Bidder shall determine those sales taxes from which the County may be exempted under Colorado law that may be applied to purchases required for the Project and exclude all such sales taxes from his Bid. The County shall provide all pertinent tax-exempt certificates.

Substitution of Materials or Equipment - All Bids are to be based on those materials and equipment specified in the Contract Documents. The County Representative shall be the sole judge of the acceptability of substitute materials and equipment and may accept or reject such substitutes at any time. If a Bid is based on substitute material or equipment, the County may require a Bidder to supply those materials or equipment specified in the Contract Documents at no increase in contract price and with no extension of the period of performance.

County – The Board of County Commissioners of the County of Douglas County, (“County”) has an address of 100 Third Street, Suite 220, Castle Rock, Colorado 80104.

County Representative - The County Representative for this Project is:  
**Benjamin Pierce, P.E., Project Manager**  
**303.660.7490**

Commencement of Work and Time of Completion - Attention is directed to the provisions in Section 108 – “Prosecution and Progress,” of the CDOT Standard Specifications, the Douglas County Standard Special Provisions (SSPs), the Douglas County Project Special Provisions (PSPs) and to the information below.

The Contractor shall commence work on or before the **tenth day** following the date stipulated in the "Notice to Proceed" and shall diligently prosecute the work to completion before the expiration of the contract time. Contract time for this Completion Date Contract project will be **730 calendar days**.



**Contract time shall be charged commencing with the date stipulated in the "Notice to Proceed."**

This Completion Date Contract may extend through the winter months of December, January, February and March, which has been accounted for in determining the completion date. Douglas County reserves the right to suspend all or parts of the work during these months, if the County determines (at its sole discretion) that it is in the best interest of the County to do so. Any anticipated suspension of work will be addressed in the "**Special Instructions/and or information to the Contractor**" portion of the Contract, and no additional compensation will be granted to the Contractor.

Contractor- The Contractor shall have a period of **fifteen (15) days** after award of the Contract for submission of data substantiating any request for a substitution of an "equal" item.

Liquidated Damages - The Contractor shall pay to Douglas County a sum determined from the schedule of liquidated damages set forth in Subsection 108.09 "Failure to Complete Work on Time," of the CDOT Standard Specifications for Road and Bridge Construction, or as revised, per day for each and every calendar day of delay in completing all or any designated portion of the work called for under the Contract, in all parts and requirements, within the time set forth in these special provisions.

Pre-Bid Conference – Bidders are **strongly encouraged to attend** the Pre-Bid Conference scheduled for **10:00 A.M. on: WEDNESDAY, APRIL 9, 2025.** The purpose of the Pre-Bid Conference is to allow Bidders an opportunity to ask questions and seek clarification on any issues they may have concerning the Project.

Pre-Bid Conference Agenda and Minutes **will not** be considered part of the Contract Documents. The Pre-Bid Conference will be held at:

Douglas County Government  
Department of Public Works  
Philip S. Miller Building  
100 Third Street, Suite 220  
Castle Rock, CO 80104

***And via Microsoft Teams.***

**Special Instructions and/or information to the Contractor:**

1. **The County anticipates construction to start on or around June 2, 2025. The duration established for this Completion Date Contract has taken into consideration the need to procure long lead items required for the project, including materials needed for the early construction phases.**
2. **Engineer to identify one of the following:**  
 Standing DRB      Yes ☐ No ☒  
 On Demand DRB    Yes ☒ No ☐
3. **This Contract and Bid Documents include several CDOT Standard Special Provisions.**
4. **The following documents are part of the Contract Documents. All Bidders are required to include the completed CDOT forms in their Bid Proposal:**

**CDOT Form 606 - Anti Collusion Affidavit**  
**CDOT Form 1414- Anticipated DBE Participation Plan**

Bidders are required to properly complete and submit the above referenced documents; and Douglas County is required to reject any contractor's bid if they fail to provide these documents in their proposal.

5. **The Contractor selected by Douglas County as the lowest and most responsive Bidder is required to submit the following completed CDOT forms to the County **within five (5) calendar days after notification of selection:****  
 CDOT Form 605 - Contractors Performance Capability Statement  
 CDOT Form 621 – Assignment of Antitrust Claims  
 CDOT Form 1415 – Commitment Confirmation for Commitment listed on CDOT Form 1414 where the Prime Completes Section 1 and the DBE completes Section  
 CDOT Form 1416 – Good Faith Effort Report if commitments do not meet the Contract goal.  
 Below is a link where you can obtain electronic copies of these and other CDOT Forms: <https://www.codot.gov/library/forms/cdot-forms-by-number>
6. **The following information and data will be available to Bidders on Rocky Mountain BidNet:**
  - **Final Pavement Design Report**, East County Line Road, Broadway to University, Douglas County, Colorado, dated April 20, 2021, by Yeh and Associates, Inc.
  - **Final Geotechnical Engineering Report**, Sound wall and Retaining Wall Foundations, East County Line Road, Broadway to University, Douglas County, Colorado, dated July 1, 2021, by Yeh and Associates, Inc.
  - **County Line Road Borrow Source Evaluation**, dated May 14, 2024, by Yeh and Associates, Inc.
  - **Final Geotechnical Engineering Report**, Waterline, East County Line Road, Broadway to University Boulevard, Douglas County, Colorado, dated June 25, 2024, by Yeh and Associates, Inc.
  - **Final Drainage Report**, dated November 27, 2023, Felsburg Holt & Ullevig

- **EA Reevaluation**, by Felsburg Holt & Ullevig dated March 2024
- **One Line Diagrams for 1502 and 1948 East County Line Road**, dated October 14, 2024.
- **AutoCAD civil 3d .dwg survey and design model files for information only:**
  - Design, drainage, wall base files
  - Design model
  - Topographic survey and ROW mapping

**7. On-site Borrow Source:**

Douglas County has executed a license agreement with South Suburban Parks and Recreation District (SSPRD), who owns the parcel located at the southeast corner of Broadway and County Line Road adjacent to CDOT and Douglas County owned property. See GESC plans for the approved limits of construction (LOC). The material located within the limits of construction at this location will be available to the Contractor for use on the project, provided it meets the appropriate material specifications in the PSPs at the time of placement. Geotechnical data on the borrow source was obtained in 2024 and is included in the bid documents for information only as a memo with the laboratory results. Additionally, this site may be used for the stabilized staging area, field office and field facilities. Please refer to the PSPs for additional requirements pertaining to these pay items.

**8. PDF Plans are available to Bidders on Rocky Mountain BidNet. The 3D modeling data and selected design files will be made available to selected Contactor in accordance with Revision of Section 102.**

**9. In addition to Douglas County, the Contractor shall also name the following agencies as an additional insured party for this project:**

- a. City of Centennial
- b. City of Littleton
- c. Denver Water
- d. Colorado Department of Transportation (CDOT)
- e. Centennial Water and Sanitation District (CWSD)
- f. Highlands Ranch Metro District (HRMD)
- g. Southeast Metro Stormwater Authority (SEMSWA)
- h. U.S. Department of Army, Corps of Engineers (USACE)
- i. Colorado Department of Public Health and Environment (CDPHE)
- j. Dayton Hudson Corp
- k. Plaza at Highlands Ranch LLC\*
- l. South Suburban Parks and Recreation District (SSPRD)
- m. Lithia Real Estate Inc.

*Note: agencies marked with an asterisk (\*) shall be listed with \$2M in per occurrence and \$4M in aggregate. All others listed per CDOT specifications.*

**10. The project requires adherence to the Disadvantaged Business Enterprise (DBE) goal of **thirteen percent (13%)** and On the Job Training (OJT) goal of **4,000 hours**.**

**11. Bid Schedule B for CDOT ITS Work:**

Included in the scope of this project is relocation of existing CDOT ITS facilities. This work is required as part of the contract and not optional. The pay items for this work are shown in Schedule B. Please refer to the PSPs for the requirements of the CDOT ITS relocation work.

## **12. County Line Road Closure Information:**

Full closures on County Line Road will be allowed for construction near Lee Gulch and for the storm sewer crossings. Additional information and specifics about the closure requirements are in PSP-8, Commencement and Completion of Work.

Lane Rental Fees during the closures will be assessed in accordance with the requirements in the PSP-12, Revision of Section 104, if two-way traffic fails to reopen within the prescribed time.

## **13. Denver Water Line (24" Conduit 90) Relocation:**

An existing Denver Water line will be relocated as part of this project. The Contractor must be prequalified with Denver Water in order to perform the relocation work. An outage period has been coordinated and approved by Denver Water for December 20, 2025 to March 20, 2026. More stringent material and construction specifications were selected for the engineered fill placement related to the water line relocation (between approximate Stations 47+00 to 57+00) due to the fill depth and are shown in the PSPs.

Additional information about the Denver Water line relocation is in the PSPs.

## **14. Flow Fill/Flash Fill:**

The limits of the pay items Structure Backfill (Flow-Fill) and Structure Backfill (Flowable Fly Ash) are not shown explicitly in the plans and will be used on an as needed basis to protect utilities in select backfill operations as approved by the Engineer. Additionally, flow fill and flash cap will be allowed for backfill operations as approved by the Engineer for storm sewer trenches to expedite opening the road to two-way traffic. More information about flow fill and flash fill is in the PSPs.

## **15. Multi Year Encumbrance**

Depending on the outcome of the bids, the County may elect to use a multiyear encumbrance contract. The final decision will be made after the bid opening, and if so elected, the County will negotiate the final details of the multi-year encumbrance with the selected Contactor prior to award.

**BID DOCUMENTS**  
**FOR CONSTRUCTION OF**  
**COUNTY LINE ROAD (BROADWAY TO UNIVERSITY)**  
**IMPROVEMENT PROJECT**  
**DOUGLAS COUNTY PROJECT NUMBER CI 2020-013**  
**STU C470-044 (23677)**

**SEALED BID REQUIREMENTS**

NOTE: Bid Documents, including the Bid Proposal, the Bid Guaranty, the Project Addenda, and the Non-Collusion Affidavit shall be submitted electronically at the Rocky Mountain E-Purchasing System website ([www.bidnetdirect.com//douglas-county-engineering](http://www.bidnetdirect.com//douglas-county-engineering)). Required Attachment Submittals shall be clearly labeled with the words:

**COUNTY LINE ROAD (BROADWAY TO UNIVERSITY) IMPROVEMENT PROJECT,**  
**DOUGLAS COUNTY**  
**PROJECT NUMBER CI 2020-013, STU C470-044 (23677)**

**DOUGLAS COUNTY, COLORADO**

**DEPARTMENT OF PUBLIC WORKS**

**ENGINEERING DIVISION**

**If the BID BOND submitted is determined to be non-conforming after the Bid has been read, then that Bid will be determined to be non-conforming and will be rejected.**

## BID PROPOSAL

TO: Douglas County Government  
Department of Public Works  
Philip S. Miller Building  
100 Third Street, Suite 220  
Castle Rock, CO 80104  
**Attention: Benjamin Pierce, P.E., Project Manager**  
(County)

FROM: JHL Constructors, LLC  
(hereinafter Bidder)

Amount - The above-named Bidder hereby proposes and agrees to furnish all the necessary labor, materials, equipment, tools and services necessary for **COUNTY LINE ROAD: BROADWAY TO UNIVERSITY IMPROVEMENT PROJECT, DOUGLAS COUNTY PROJECT NUMBER CI 2020-013, STU C470-044 (23677)**, for the County in accordance with the Contract Documents, (Plans and Specifications) and all other Contract Documents pertaining to the Project for the sum of \$ \$28,602,670.17. The Contract amount shall be payable based upon actual measured and approved quantities per the Bid Schedule(s).

Knowledge of Contract Documents and Site - The Bidder hereby represents that he has examined and become familiar with all conditions of the Contract Documents associated with the **COUNTY LINE ROAD: BROADWAY TO UNIVERSITY IMPROVEMENT PROJECT, DOUGLAS COUNTY PROJECT NUMBER CI 2020-013, STU C470-044 (23677)**, and has become familiar with the Project site.

Bid Bond - Attached to this Bid is cash, certified check, or a Bond in an amount not less than **five percent (5%)** of the amount above, to be retained or returned by the County in accordance with the terms of the Contract Documents.

County's Rights Reserved - The Bidder understands that the County reserves the right to accept or reject any and all Bids and to waive any informality or technicality in any Bid in the best interests of the County. The Bidder represents that all Bid Documents described in the Notice to Bidders are filled out completely and attached, and that should any of the Bid Documents be missing or not be completely filled out, the Bidder acknowledges that it understands and agrees that the County may reject the entire Bid.

**COUNTY LINE ROAD: BROADWAY TO UNIVERSITY IMPROVEMENT PROJECT**  
**STU C470-044/23677**  
**DOUGLAS COUNTY PROJECT NUMBER CI 2020-013**  
**ADDENDUM NO. 2 - DATED MAY 2, 2025**  
**SAMPLE BID SCHEDULE - SCHEDULE A**

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT COST	COST
201-00000	CLEARING AND GRUBBING	1	LS	\$104,225.14	\$104,225.14
202-00010	REMOVAL OF TREE	4	EACH	\$1,049.89	\$4,199.56
202-00155	REMOVAL OF WALL	76	LF	\$58.31	\$4,431.56
202-001019	REMOVAL OF INLET	5	EACH	\$3,594.01	\$17,970.05
202-00029	REMOVAL OF MANHOLE	9	EACH	\$4,235.54	\$38,119.86
202-00026	REMOVAL OF SLOPE AND DITCH PAVING	414	SY	\$19.77	\$8,184.78
202-00033	REMOVAL OF PIPE	16	EACH	\$1,770.36	\$28,325.76
202-00035	REMOVAL OF PIPE	1,383	LF	\$56.71	\$78,429.93
202-00190	REMOVAL OF CONCRETE MEDIAN COVER MATERIAL	50	SY	\$30.19	\$1,509.50
202-00200	REMOVAL OF SIDEWALK	892	SY	\$17.51	\$15,618.92
202-00203	REMOVAL OF CURB AND GUTTER	3,806	LF	\$10.83	\$41,218.98
202-00206	REMOVAL OF CONCRETE CURB RAMP	80	SY	\$36.49	\$2,919.20
202-00220	REMOVAL OF ASPHALT MAT	32,854	SY	\$5.97	\$196,138.38
202-00220	REMOVAL OF ASPHALT MAT (PLANING)	11,829	SY	\$1.61	\$19,044.69
202-00250	REMOVAL OF PAYMENT MARKING	33,850	SF	\$1.11	\$37,573.50
202-00810	REMOVAL OF GROUND SIGN	31	EACH	\$166.25	\$5,153.75
202-00828	REMOVAL OF TRAFFIC SIGNAL EQUIPMENT	1	LS	\$9,500.97	\$9,500.97
202-01000	REMOVAL OF FENCE	4,096	LF	\$6.65	\$27,238.40
202-01035	REMOVAL OF GATE	2	EACH	\$106.40	\$212.80
202-04001	PLUG CULVERT	1	EACH	\$2,885.70	\$2,885.70
202-04005	CLEAN VALVE BOX	24	EACH	\$369.19	\$8,860.56
203-00060	EMBANKMENT MATERIAL (COMPLETE IN PLACE)	52,118	CY	\$20.40	\$1,063,207.20
203-01597	POTHOLING	1,000	HOURL	\$277.08	\$277,080.00
206-00000	STRUCTURE EXCAVATION	3,432	CY	\$23.62	\$81,063.84
206-00065	STRUCTURE BACKFILL (FLOW FILL)	500	CY	\$140.76	\$70,380.00
206-00066	STRUCTURE BACKFILL (FLOWABLE FLY ASH)	500	CY	\$223.88	\$111,940.00
206-00100	STRUCTURE BACKFILL (CLASS 1)	1,486	CY	\$38.70	\$57,508.20
206-00100	STRUCTURE BACKFILL (CLASS 2)	1,129	CY	\$49.18	\$55,524.22
206-01781	SHORING (AREA 1)	1	LS	\$85,342.16	\$85,342.16
206-01782	SHORING (AREA 2)	1	LS	\$123,025.72	\$123,025.72
207-00700	TOPSOIL (ONSITE)	5,700	CY	\$10.87	\$61,959.00
208-00002	EROSION LOG TYPE 1 (12 INCH)	8,345	LF	\$5.87	\$48,985.15

**COUNTY LINE ROAD: BROADWAY TO UNIVERSITY IMPROVEMENT PROJECT**  
**STU C470-044/23677**  
**DOUGLAS COUNTY PROJECT NUMBER CI 2020-013**  
**ADDENDUM NO. 2 - DATED MAY 2, 2025**  
**SAMPLE BID SCHEDULE - SCHEDULE A**

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT COST	COST
208-00035	AGGREGATE BAG	2,087	LF	\$25.60	\$53,427.20
208-00041	ROCK CHECK DAM	20	LF	\$22.17	\$443.40
208-00045	CONCRETE WASHOUT STRUCTURE	6	EACH	\$3,879.19	\$23,275.14
208-00060	TEMPORARY SLOPE DRAIN	4	EACH	\$3,879.19	\$15,516.76
208-00075	PRE-FABRICATED VEHICLE TRACKING PAD	6	EACH	\$4,872.16	\$29,232.96
208-00071	MAINTENANCE AGGREGATE (VEHICLE TRACKING PAD)	362	CY	\$140.20	\$50,752.40
208-00106	SWEEPING (SEDIMENT REMOVAL)	1,500	HOURL	\$183.48	\$275,220.00
208-00207	EROSION CONTROL MANAGEMENT	720	DAY	\$73.43	\$52,869.60
208-00521	TEMPORARY STREAM CROSSING	2	EACH	\$11,465.98	\$22,931.96
210-00060	RESET MARKER	7	EACH	\$33.25	\$232.75
210-00810	RESET GROUND SIGN	1	EACH	\$332.51	\$332.51
210-00811	RESET GROUND SIGN (SPECIAL)	1	EACH	\$5,541.70	\$5,541.70
210-01000	RESET FENCE	10	LF	\$72.04	\$720.40
210-01002	RESET FENCE (SPECIAL)	370	LF	\$22.39	\$8,284.30
210-01720	RESET AIR VENT	6	EACH	\$3,612.03	\$21,672.18
210-02900	RELAY RIPRAP	11	CY	\$400.25	\$4,402.75
210-04010	ADJUST MANHOLE	34	EACH	\$886.67	\$30,146.78
210-04020	MODIFY INLET	2	EACH	\$5,737.73	\$11,475.46
210-04015	MODIFY MANHOLE	1	EACH	\$5,737.73	\$5,737.73
210-04050	ADJUST VALVE BOX	24	EACH	\$332.50	\$7,980.00
211-03005	DEWATERING	1	LS	\$85,533.47	\$85,533.47
212-00050	SOD	53,100	SF	\$1.39	\$73,809.00
212-00700	ORGANIC FERTILIZER LOW N	840	LB	\$0.78	\$655.20
212-00701	COMPOST (MECHANICALLY APPLIED)	182	CY	\$82.02	\$14,927.64
212-00703	HUMATE	420	LB	\$1.11	\$466.20
212-00704	MYCORRHIZAE	22	LB	\$13.91	\$306.02
212-00706	SEEDING (NATIVE) DRILL	9.8	ACRE	\$753.67	\$7,385.97
213-00003	MULCHING (WEED FREE)	9.8	ACRE	\$1,003.05	\$9,829.89
213-00008	MULCHING (WOOD CHIP)	1,365	CF	\$6.10	\$8,326.50
213-00061	MULCH TACKIFIER	1,960	LB	\$3.10	\$6,076.00
214-01420	STANDARD NURSERY CONTAINER (#1 CONTAINER)	288	EACH	\$46.55	\$13,406.40
214-01421	STANDARD NURSERY CONTAINER (#5 CONTAINER)	9	EACH	\$232.75	\$2,094.75



**COUNTY LINE ROAD: BROADWAY TO UNIVERSITY IMPROVEMENT PROJECT**  
**STU C470-044/23677**  
**DOUGLAS COUNTY PROJECT NUMBER CI 2020-013**  
**ADDENDUM NO. 2 - DATED MAY 2, 2025**  
**SAMPLE BID SCHEDULE - SCHEDULE A**

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT COST	COST
216-00041	SOIL RETENTION BLANKET (STRAW/COCONUT)	14,835	SY	\$3.19	\$47,323.65
217-00020	HERBICIDE TREATMENT	40	HOURL	\$387.92	\$15,516.80
240-00000	WILDLIFE BIOLOGIST	16	HOURL	\$149.63	\$2,394.08
240-00010	REMOVAL OF NESTS	16	HOURL	\$144.08	\$2,305.28
240-0002	NETTING	50	SY	\$48.77	\$2,438.50
304-06007	AGGREGATE BASE COURSE (CLASS 6)	15,859	CY	\$67.61	\$1,072,226.99
403-00720	HOT MIX ASPHALT (PATCHING) (ASPHALT)	253	TON	\$243.83	\$61,688.99
403-09221	STONE MATRIX ASPHALT (FIBERS) (ASPHALT)	6,910	TON	\$161.82	\$1,118,176.20
403-33741	HOT MIX ASPHALT (GRADING S) (75) (PG 64-22)	11,537	TON	\$93.10	\$1,074,094.70
411-10255	EMULSIFIED ASPHALT (SLOW-SETTING)	7,628	GAL	\$5.54	\$42,259.12
412-00600	CONCRETE PAVEMENT (6 INCH)	42	SY	\$230.85	\$9,695.70
420-00102	GEOTEXTILE (EROSION CONTROL) (CLASS 1)	810	SY	\$6.21	\$5,030.10
420-00520	GEOGRID PAVEMENT REINFORCEMENT	46,238	SY	\$7.47	\$345,397.86
503-00018	DRILLED SHAFT (18 INCH)	2,328	LF	\$95.51	\$222,347.28
503-00024	DRILLED SHAFT (24 INCH)	3,822	LF	\$120.06	\$458,869.32
503-00036	DRILLED SHAFT (36 INCH)	55	LF	\$609.02	\$33,496.10
503-00042	DRILLED SHAFT (42 INCH)	110	LF	\$617.91	\$67,970.10
506-00212	RIPRAP (12 INCH)	10	CY	\$346.91	\$3,469.10
506-00409	SOIL RIPRAP (9 INCH)	312	CY	\$170.53	\$53,205.36
518-00106	WATERSTOP (6 INCH)	26	LF	\$29.24	\$760.24
601-10000	CONCRETE CLASS B	13	CY	\$2,024.43	\$26,317.59
601-03050	CONCRETE CLASS D (WALL)	1,305	CY	\$1,393.54	\$1,818,569.70
601-40010	MASONRY WALL	40,501	SF	\$54.86	\$2,221,884.86
601-40302	STRUCTURAL CONCRETE COATING (ANTI-GRAFFITI)	87,060	SF	\$1.50	\$130,590.00
601-40400	STRUCTURAL CONCRETE STAIN	2,803	SY	\$14.96	\$41,932.88
602-00000	REINFORCING STEEL	155,645	LB	\$1.05	\$163,427.25
603-01185	18 INCH REINFORCED CONCRETE PIPE (COMPLETE IN PLACE)	3,620	LF	\$139.95	\$506,619.00
603-01245	24 INCH REINFORCED CONCRETE PIPE (COMPLETE IN PLACE)	2,822	LF	\$172.46	\$486,682.12
603-01365	36 INCH REINFORCED CONCRETE PIPE (COMPLETE IN PLACE)	51	LF	\$346.53	\$17,673.03
603-01485	48 INCH REINFORCED CONCRETE PIPE (COMPLETE IN PLACE)	329	LF	\$375.52	\$123,546.08
603-02185	23X14 INCH REINFORCED CONCRETE PIPE ELLIPTICAL (CIP)	114	LF	\$236.83	\$26,998.62
603-05118	23X14 INCH REINFORCED CONCRETE END SECTION ELLIPTICAL	3	EACH	\$4,737.92	\$14,213.76

**COUNTY LINE ROAD: BROADWAY TO UNIVERSITY IMPROVEMENT PROJECT**

**STU C470-044/23677**

**DOUGLAS COUNTY PROJECT NUMBER CI 2020-013**

**ADDENDUM NO. 2 - DATED MAY 2, 2025**

**SAMPLE BID SCHEDULE - SCHEDULE A**

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT COST	COST
604-00305	INLET TYPE C (5 FOOT)	3	EACH	\$9,995.81	\$29,987.43
604-00515	INLET TYPE D (15 FOOT)	1	EACH	\$20,630.59	\$20,630.59
604-00550	INLET TYPE D (SPECIAL)	2	EACH	\$32,552.52	\$65,105.04
604-16010	INLET TYPE 16 (10 FOOT)	1	EACH	\$22,234.97	\$22,234.97
604-16515	INLET TYPE 16 (DOUBLE) (15 FOOT)	1	EACH	\$30,186.93	\$30,186.93
604-19105	INLET TYPE R L5 (5 FOOT)	5	EACH	\$12,409.20	\$62,046.00
604-19110	INLET TYPE R L5 (10 FOOT)	10	EACH	\$18,243.59	\$182,435.90
604-19115	INLET TYPE R L5 (15 FOOT)	3	EACH	\$18,965.01	\$56,895.03
604-19205	INLET TYPE R L10 (5 FOOT)	2	EACH	\$15,952.29	\$31,904.58
604-19210	INLET TYPE R L10 (10 FOOT)	3	EACH	\$20,156.78	\$60,470.34
604-19215	INLET TYPE R L10 (15 FOOT)	2	EACH	\$22,704.83	\$45,409.66
604-19310	INLET TYPE R L15 (10 FOOT)	1	EACH	\$31,402.39	\$31,402.39
604-3000	MANHOLE SLAB BASE (SPECIAL)	7	EACH	\$12,250.68	\$85,754.76
604-30005	MANHOLE SLAB BASE (5 FOOT)	1	EACH	\$12,197.83	\$12,197.83
604-31010	MANHOLE SLAB BASE (10 FOOT)	2	EACH	\$14,010.96	\$28,021.92
604-30015	MANHOLE SLAB BASE (15 FOOT)	4	EACH	\$15,251.24	\$61,004.96
604-31010	MANHOLE BOX BASE (10 FOOT)	1	EACH	\$20,214.08	\$20,214.08
604-31020	MANHOLE BOX BASE (20 FOOT)	1	EACH	\$28,166.46	\$28,166.46
605-83002	GEOCOMPOSITE DRAIN WITH PIPE	104	SY	\$49.84	\$5,183.36
607-11440	FENCE PICKET	24	LF	\$221.67	\$5,320.08
607-11460	FENCE WOOD RAILING	432	LF	\$45.72	\$19,751.04
607-53148	FENCE CHAIN LINK (48 INCH)	2592	LF	\$20.78	\$53,861.76
607-11525	FENCE (PLASTIC)	11,570	LF	\$4.43	\$51,255.10
607-60007	5 FOOT GATE WALK FENCE PICKET	28	EACH	\$914.38	\$25,602.64
607-60333	32 FOOT GATE TWIN	1	EACH	\$6,095.87	\$6,095.87
608-00006	CONCRETE SIDEWALK (6 INCH)	11,760	SY	\$75.51	\$887,997.60
608-0010	CONCRETE CURB RAMP	302	SY	\$181.08	\$54,686.16
609-21010	CURB AND GUTTER TYPE 2 (SECTION I-B)	102	LF	\$90.48	\$9,228.96
609-21011	CURB AND GUTTER TYPE 2 (SECTION I-M)	9,974	LF	\$20.42	\$203,669.08
609-21020	CURB AND GUTTER TYPE 2 (SECTION II-B)	1,110	LF	\$25.15	\$27,916.50
609-21021	CURB AND GUTTER TYPE 2 (SECTION II-M)	11,885	LF	\$21.37	\$253,982.45
609-23000	GUTTER (SPECIAL)	529	LF	\$89.55	\$47,371.95

COUNTY LINE ROAD: BROADWAY TO UNIVERSITY IMPROVEMENT PROJECT

STU C470-044/23677

DOUGLAS COUNTY PROJECT NUMBER CI 2020-013

ADDENDUM NO. 2 - DATED MAY 2, 2025

SAMPLE BID SCHEDULE - SCHEDULE A

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT COST	COST
609-24003	GUTTER TYPE 2 (3 FOOT)	1,845	LF	\$34.82	\$64,242.90
609-24008	GUTTER TYPE 2 (8 FOOT)	26	LF	\$304.30	\$7,911.80
610-00020	MEDIAN COVER MATERIAL (PATTERNED CONCRETE)	19,337	SF	\$14.46	\$279,613.02
610-00030	MEDIAN COVER MATERIAL (CONCRETE)	59,566	SF	\$8.26	\$492,015.16
610-00001	DELINEATOR (TYPE I)	48	EACH	\$72.04	\$3,457.92
610-00002	DELINEATOR (TYPE II)	58	EACH	\$72.04	\$4,178.32
610-00004	DELINEATOR (TYPE III)	2	EACH	\$72.04	\$144.08
612-1500	INSTALL MARKER	20	EACH	\$198.93	\$3,978.60
613-01200	2 INCH ELECTRICAL CONDUIT (PLASTIC)	920	LF	\$30.01	\$27,609.20
613-01300	3 INCH ELECTRICAL CONDUIT (PLASTIC)	510	LF	\$32.78	\$16,717.80
613-00206	2 INCH ELECTRICAL CONDUIT (BORED)	9,020	LF	\$26.39	\$238,037.80
613-00306	3 INCH ELECTRICAL CONDUIT (BORED)	1,130	LF	\$29.73	\$33,594.90
613-07006	PULL BOX - TYPE IS	2	EACH	\$1,632.58	\$3,265.16
613-07007	PULL BOX - TYPE IF2	17	EACH	\$1,999.33	\$33,988.61
613-07008	PULL BOX - VAULT	5	EACH	\$3,020.66	\$15,103.30
613-07034	PULL BOX (24"X36"X18")	2	EACH	\$2,725.04	\$5,450.08
613-13000	LUMINAIRE (LED)	9	EACH	\$1,293.62	\$11,642.58
613-50109	METER POWER PEDESTAL	2	EACH	\$4,881.07	\$9,762.14
613-10000	WIRING	1	LS	\$26,950.34	\$26,950.34
614-00011	SIGN PANEL (CLASS I)	221	SF	\$45.57	\$10,070.97
614-00012	SIGN PANEL (CLASS II)	110	SF	\$74.46	\$8,190.60
614-00216	STEEL SIGN POST (2 X 2 INCH TUBING)	314	LF	\$44.33	\$13,919.62
614-010160	SIGNAL HEAD BACKPLATES	15	EACH	\$296.73	\$4,450.95
614-08350	TEST FIBER OPTIC CABLE	1	LS	\$5,723.48	\$5,723.48
614-70150	PEDESTRIAN SIGNAL FACE (16) (COUNTDOWN)	12	EACH	\$805.73	\$9,668.76
614-70336	TRAFFIC SIGNAL FACE (12-12-12)	22	EACH	\$1,153.59	\$25,378.98
614-70448	TRAFFIC SIGNAL FACE (12-12-12-12)	6	EACH	\$1,462.55	\$8,775.30
614-72855	TRAFFIC SIGNAL CONTROLLER CABINET	2	EACH	\$32,538.24	\$65,076.48
614-72860	PEDESTRIAN PUSH BUTTON	12	EACH	\$2,368.30	\$28,419.60
614-72863	PEDESTRIAN PUSH BUTTON POST ASSEMBLY	6	EACH	\$1,440.32	\$8,641.92
614-72866	FIRE PREEMPTION UNIT AND TIMER	2	EACH	\$14,490.96	\$28,981.92
614-71887	MICROWAVE VEHICLE RADAR DETECTOR (SYSTEM)	2	EACH	\$64,709.73	\$129,419.46

**COUNTY LINE ROAD: BROADWAY TO UNIVERSITY IMPROVEMENT PROJECT**  
**STU C470-044/23677**  
**DOUGLAS COUNTY PROJECT NUMBER CI 2020-013**  
**ADDENDUM NO. 2 - DATED MAY 2, 2025**  
**SAMPLE BID SCHEDULE - SCHEDULE A**

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT COST	COST
614-81000	TRAFFIC SIGNAL - LIGHT POLE STEEL	1	EACH	\$9,893.28	\$9,893.28
614-81125	TRAFFIC SIGNAL - LIGHT POLE STEEL (1 - 25 FOOT MAST ARM)	1	EACH	\$35,908.98	\$35,908.98
614-81130	TRAFFIC SIGNAL - LIGHT POLE STEEL (1 -30 FOOT MAST ARM)	1	EACH	\$34,137.48	\$34,137.48
614-81135	TRAFFIC SIGNAL - LIGHT POLE STEEL (1 -35 FOOT MAST ARM)	1	EACH	\$38,205.03	\$38,205.03
614-81145	TRAFFIC SIGNAL - LIGHT POLE STEEL (1 -45 FOOT MAST ARM)	2	EACH	\$39,715.37	\$79,430.74
614-81150	TRAFFIC SIGNAL - LIGHT POLE STEEL (1 -50 FOOT MAST ARM)	1	EACH	\$52,114.74	\$52,114.74
614-81155	TRAFFIC SIGNAL - LIGHT POLE STEEL (1 -55 FOOT MAST ARM)	1	EACH	\$52,469.26	\$52,469.26
614-86248	TRAFFIC SIGNAL CONTROLLER	2	EACH	\$6,430.30	\$12,860.60
614-86800	UNITERRUPTED POWER SUPPLY	2	EACH	\$9,236.47	\$18,472.94
614-87333	CLOSED CIRCUIT TELEVISION CAMERA (TRAFFIC SURVEILLANCE)	2	EACH	\$5,622.34	\$11,244.68
614-87412	FIBER OPTIC CABLE (SINGLE MODE) (12 STRAND)	410	LF	\$15.56	\$6,379.60
614-87472	FIBER OPTIC CABLE (SINGLE MODE) (72 STRAND)	10,800	LF	\$3.89	\$42,012.00
614-87690	ETHERNET SWITCH	2	EACH	\$2,128.24	\$4,256.48
619-00006	CONNECT TO NEW WATERLINE	1	EACH	\$2,624.34	\$2,624.34
619-00007	CONNECT TO EXISTING WATERLINE	3	EACH	\$3,578.61	\$10,735.83
619-00004	12 INCH WATERLINE (FITTINGS)	3	EACH	\$2,752.52	\$8,257.56
619-10240	24 INCH WELDED STEEL PIPE	1,323	LF	\$428.28	\$566,614.44
619-50960	12 INCH PLASTIC PIPE (PVC)	52	LF	\$282.65	\$14,697.80
619-75096	12 INCH GATE VALVE	2	EACH	\$7,233.94	\$14,467.88
619-76192	24 INCH BUTTERFLY VALVE	1	EACH	\$52,331.52	\$52,331.52
619-80000	CATHODIC PROTECTION	1	LS	\$34,490.12	\$34,490.12
620-00002	FIELD OFFICE (CLASS 2)	1	EACH	\$67,830.40	\$67,830.40
620-00020	SANITARY FACILITY	2	EACH	\$11,172.07	\$22,344.14
621-00450	DETOUR PAVEMENT	10,365	SY	\$86.42	\$895,743.30
625-00000	CONSTRUCTION SURVEYING	1	LS	\$221,667.97	\$221,667.97
625-00001	CONSTRUCTION SURVEYING (HOURLY)	80	HOURLY	\$177.33	\$14,186.40
626-00000	MOBILIZATION	1	LS	\$2,591,429.02	\$2,591,429.02
626-01102	PUBLIC INFORMATION SERVICES (TIER II)	616	DAY	\$166.25	\$102,410.00
627-00009	MODIFIED EPOXY PAVEMENT MARKING (INLAID)	174	GAL	\$193.96	\$33,749.04
627-00013	PAVEMENT MARKING PAINT (HIGH BUILD)	313	GAL	\$66.50	\$20,814.50
627-30323	PREFORMED THERMOPLASTIC PAVEMENT MARKING (WORD-SYMBOL)	645	SF	\$38.79	\$25,019.55
627-30328	PREFORMED THERMOPLASTIC PAVEMENT MARKING (XWALK - STOP LINE)	140	SF	\$22.17	\$3,103.80



**COUNTY LINE ROAD: BROADWAY TO UNIVERSITY IMPROVEMENT PROJECT**  
**STU C470-044/23677**  
**DOUGLAS COUNTY PROJECT NUMBER CI 2020-013**  
**ADDENDUM NO. 2 - DATED MAY 2, 2025**  
**SAMPLE BID SCHEDULE - SCHEDULE A**

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT COST	COST
629-01001	SURVEY MONUMENT (TYPE 1)	9	EACH	\$443.34	\$3,990.06
629-01006	SURVEY MONUMENT (TYPE 6)	9	EACH	\$443.34	\$3,990.06
630-00000	FLAGGING	5,000	HOURL	\$39.90	\$199,500.00
630-00003	UNIFORMED TRAFFIC CONTROL	200	HOURL	\$104.18	\$20,836.00
630-00006	UNIFORMED TRAFFIC CONTROL (VEHICLE)	200	HOURL	\$38.79	\$7,758.00
630-00007	TRAFFIC CONTROL INSPECTION	209	DAY	\$406.76	\$85,012.84
630-00012	TRAFFIC CONTROL MANAGEMENT	521	DAY	\$1,330.01	\$692,935.21
630-80341	CONSTRUCTION TRAFFIC SIGN (PANEL SIZE A)	56	EACH	\$44.33	\$2,482.48
630-80342	CONSTRUCTION TRAFFIC SIGN (PANEL SIZE B)	68	EACH	\$55.42	\$3,768.56
630-80344	CONSTRUCTION TRAFFIC SIGN (SPECIAL)	112	SF	\$22.17	\$2,483.04
630-80359	PORTABLE MESSAGE SIGN PANEL	5	EACH	\$8,866.72	\$44,333.60
630-80358	ADVANCED WARNING FLASHING OR SEQUENCING ARROW PANEL (C TYPE)	2	EACH	\$3,402.61	\$6,805.22
630-80360	DRUM CHANNELIZING DEVICE	330	EACH	\$13.30	\$4,389.00
630-80370	BARRIER (TEMPORARY)	10,186	LF	\$49.97	\$508,994.42
630-80380	TRAFFIC CONES	300	EACH	\$6.65	\$1,995.00
630-85010	IMPACT ATTENUATOR (TEMPORARY)	6	EACH	\$10,917.15	\$65,502.90
630-86801	TRAFFIC SIGNAL (TEMPORARY)	1	LS	\$255,332.60	\$255,332.60
700	F/A MINOR CONTRACT REVISIONS	1	F/A	\$ 3,000,000.00	\$ 3,000,000.00
700	F/A ON-THE-JOB TRAINEE	1	F/A	\$ 40,000.00	\$40,000.00
700	F/A FURNISH & INSTALL ELECTRICAL SERVICE	1	F/A	\$ 10,000.00	\$10,000.00
700	F/A WATER LINES	1	F/A	\$ 70,000.00	\$70,000.00
700	F/A LANDSCAPING	1	F/A	\$ 20,000.00	\$20,000.00
700	F/A SPRINKLERS	1	F/A	\$ 250,000.00	\$250,000.00
700	F/A EROSION CONTROL	1	F/A	\$ 100,000.00	\$100,000.00
700	F/A ENVIRONMENTAL HEALTH AND SAFETY MANAGEMENT	1	F/A	\$ 5,000.00	\$5,000.00
700	F/A SURVEY MONUMENTATION	1	F/A	\$ 5,000.00	\$5,000.00
<b>SUBTOTAL BID - SCHEDULE A</b>				<b>\$28,408,296.44</b>	

**COUNTY LINE ROAD: BROADWAY TO UNIVERSITY IMPROVEMENT PROJECT****STU C470-044/23677****DOUGLAS COUNTY PROJECT NUMBER CI 2020-013****ADDENDUM NO. 2 - DATED MAY 2, 2025****SAMPLE BID SCHEDULE - SCHEDULE B**

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT COST	COST
612-00260	LOCATION MARKER (FIBER OPTIC) (DOME)	3	EACH	\$155.59	\$466.77
612-00270	LOCATION MARKER (UTILITY) (FLAT SLAT)	1	EACH	\$160.03	\$160.03
613-01200	2 INCH ELECTRICAL CONDUIT (PLASTIC)	6,600	LF	\$20.84	\$137,544.00
613-07001	PULL BOX (11"X18"X12")	3	EACH	\$1,060.23	\$3,180.69
613-07023	PULL BOX (24"X36"X24")	1	EACH	\$3,300.73	\$3,300.73
613-10000	WIRING	1	LS	\$5,280.03	\$5,280.03
614-87101	FIBER OPTIC CABLE (SINGLE MODE) (12 FIBER)	1,550	LF	\$3.89	\$6,029.50
614-87350	TEST FIBER OPTIC CABLE	1	LS	\$7,005.98	\$7,005.98
614-87498	FIBER OPTIC CABLE (SINGLE MODE) (144 STRAND)	3,850	LF	\$5.56	\$21,406.00
700	F/A COMMUNICATION LINES	1	F/A	\$ 10,000.00	\$10,000.00
<b>SUBTOTAL BID - SCHEDULE B</b>					<b>\$194,373.73</b>
<b>TOTAL BID - SCHEDULE A</b>					<b>\$28,408,296.44</b>
<b>TOTAL BID - SCHEDULE B</b>					<b>\$194,373.73</b>
<b>TOTAL BID</b>					<b>\$28,602,670.17</b>

THE COMPLETED SAMPLE BID SCHEDULE IS TO BE INCLUDED IN THE COMPLETE BID PACKAGE WITH ITEMIZED PRICING. BID AMOUNTS ARE TO ALSO BE ENTERED USING THE ELECTRONIC ITEM-BASED PRICING ENTERED THROUGH THE ROCKY MOUNTAIN EBID SYSTEM. IN THE EVENT THERE ARE INCONSISTENCIES IN PRICING BETWEEN THIS SAMPLE BID SCHEDULE AND THE PRICING ENTERED ON THE ELECTRONIC BID, THE ELECTRONIC BID SCHEDULE SHALL GOVERN. FINAL CONTRACT PRICING WILL BE BASED ON THE PRICING ENTERED AND SUBMITTED THROUGH THE ELECTRONIC BIDDING PROCESS."

**FORM**

**BID BOND**  
**(To be included in Bid Proposal)**

**KNOW ALL MEN BY THESE PRESENTS:** That we, the undersigned, JHL Constructors, LLC  
\_\_\_\_\_, as Principal, and Western Surety Company  
\_\_\_\_\_, a corporation

duly organized under the laws of the State of South Dakota, as Surety, are hereby held and firmly bound unto the Board of County Commissioners of Douglas County, as Obligee, in the sum of Five Percent of Total Amount Bid Dollars (\$ -----5%-----), for the payment of which sum well and truly to be made, the Principal and Surety bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally firmly by these presents.

**WHEREAS**, the above-named Principal submitted a Bid for **COUNTY LINE ROAD (BROADWAY TO UNIVERSITY) IMPROVEMENT PROJECT, DOUGLAS COUNTY PROJECT NUMBER CI 2020-013, STU C470-044 (23677).**

**NOW, THEREFORE**, (1) if the Obligee shall accept the Bid of the Principal and the Principal and Obligee shall execute the Contract which is part of these Contract Documents, and the Principal shall provide all Bonds as required by the Contract Documents, and the Principal shall, in all other respects, perform any obligations due the Obligee as a result of the submission of its Bid; or (2) the Obligee shall reject the Principal's Bid or fail to execute the Contract within thirty days of receipt from the Contractor, then this obligation shall be null and void, but otherwise it shall remain in full force and effect.

Signed, sealed and delivered: April 29, 2025

ATTEST:

By:   
(Principal) Secretary

JHL Constructors, LLC  
PRINCIPAL

By:   
BEN STEINER - PRESIDENT

(SEAL)

9100 East Panorama Drive, Suite 300  
(Address)

WITNESS:

By:   
(Witness as to Principal)

Englewood, CO 80112

9100 E. PANORAMA DR. ST. 300  
(Address)  
ENGLEWOOD CO 80112

FORM

**BID BOND**  
**- continued -**

ATTEST:

Western Surety Company  
SURETY

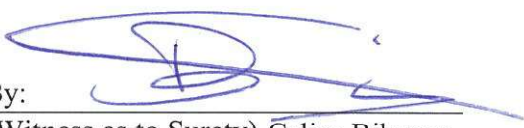
BY: N/A

By:   
(Surety) ~~Secretary~~ Amy Coonts, Attorney-in-Fact

(SEAL)

151 North Franklin Street  
Chicago, IL 60606  
(Address)

By:

  
(Witness as to Surety) Celine Bibonne  
1705 17th Street, Suite 100  
Denver, CO 80202  
(Address)



1705 17<sup>th</sup> Street, Suite 100  
Denver, CO 80202  
(303) 534-4567



# Western Surety Company

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

**Nicole L McCollam, Brandi J Tetley, Jennifer L Clampert, Michael Lischer Jr, Mary Ashley Allen, David Dondlinger, Amy Coonts, Danielle Waring, Lindsey Minutillo, Individually**

of Denver, CO, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

### - In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 10th day of April, 2025.



WESTERN SURETY COMPANY

*Larry Kasten*

Larry Kasten, Vice President

State of South Dakota }  
County of Minnehaha } ss

On this 10th day of April, 2025, before me personally came Larry Kasten, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026



*M. Bent*

M. Bent, Notary Public

### CERTIFICATE

I, Paula Kolsrud, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Laws and Resolutions of the corporation printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 29th day of April, 2025.



WESTERN SURETY COMPANY

*Paula Kolsrud*

Paula Kolsrud, Assistant Secretary

### Authorizing By-Laws and Resolutions

#### ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above Bylaw to execute power of attorneys on behalf of Western Surety Company.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

Go to [www.cnasurety.com](http://www.cnasurety.com) > Owner / Obligor Services > Validate Bond Coverage, if you want to verify bond authenticity.

**PROJECT ADDENDA**  
**(To be completed and included as part of the Bid Proposal)**

**The Bidder is required to acknowledge receipt of all Addenda issued by the County for this Project.** The Bidder shall provide the information requested on **this page** of the Contract Document. The Bidder shall fill in the information for all Addenda as requested below.

<i>Addendum Number</i>	<i>Date of Addendum</i>	<i>Date Received</i>	<i>Acknowledged By</i>
<u>01</u>	<u>April 17, 2025</u>	<u>April 17, 2025</u>	<u>JHL Constructors, LLC</u>
<u>02</u>	<u>May 2, 2025</u>	<u>May 2, 2025</u>	<u>JHL Constructors, LLC</u>
<u></u>	<u></u>	<u></u>	<u></u>
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**NON-COLLUSION AFFIDAVIT OF PRIME BIDDER**  
**(To be included in Bid Proposal)**

STATE OF Colorado )

COUNTY OF Arapahoe )

Robert Wahl, being first duly sworn, deposes and says that:

- (1) He/She is the Vice President of JHL Constructors, LLC, the Bidder that has submitted the attached Bid;
- (2) He/She is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
- (3) Such Bid is genuine and is not a collusive or sham bid;
- (4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through the collusion, conspiracy, connivance or unlawful agreement any advantage against Douglas County or persons interested in the proposed Contract; and
- (5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Signed:  \_\_\_\_\_

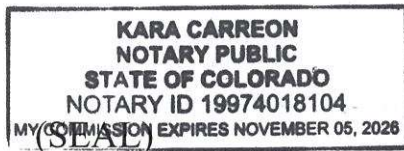
Robert Wahl  
(Print Name)

Vice President  
(Title)

**NON-COLLUSION AFFIDAVIT OF PRIME BIDDER**

**- continued -**

Subscribed and sworn to before me this 5<sup>th</sup> day of May, \_\_\_\_\_.



Kara Carreon  
(Notary Public)

My commission expires: Nov 05, 2026.



**COLORADO DEPARTMENT OF TRANSPORTATION  
ANTI-COLLUSION AFFIDAVIT**

PROJECT NO.  
**CI 2020-013 STU C470-044 (23677)**


LOCATION  
**COUNTY LINE ROAD :  
BROADWAY TO UNIVERSITY**

I hereby attest that I am the person responsible within my firm for the final decision as to the price(s) and amount of this bid or, if not, that I have written authorization, enclosed herewith, from that person to make the statements set out below on his or her behalf and on behalf of my firm.

I further attest that:

1. The price(s) and amount of this bid have been arrived at independently, without consultation, communication or agreement for the purpose or with the effect of restricting competition with any other firm or person who is a bidder or potential prime bidder.
- 2A. Neither the price(s) nor the amount of this bid have been disclosed to any other firm or person who is a bidder or potential prime bidder on this project, and will not be so disclosed prior to bid opening.
- 2B. Neither the prices nor the amount of the bid of any other firm or person who is a bidder or potential prime bidder on this project have been disclosed to me or my firm.
- 3A. No attempt has been made to solicit, cause or induce any firm or person who is a bidder or potential prime bidder to refrain from bidding on this project, or to submit a bid higher than the bid of this firm, or any intentionally high or non-competitive bid or other form of complementary bid.
- 3B. No agreement has been promised or solicited for any other firm or person who is a bidder or potential prime bidder on this project to submit an intentionally high, noncompetitive or other form of complementary bid on this project.
4. The bid of my firm is made in good faith and not pursuant to any consultation, communication, agreement or discussion with, or inducement or solicitation by or from any firm or person to submit any intentionally high, noncompetitive or other form of complementary bid.
5. My firm has not offered or entered into a subcontract or agreement regarding the purchase or sale of materials or services from any firm or person, or offered, promised or paid cash or anything of value to any firm or person, whether in connection with this or any other project, in consideration for an agreement or promise by any firm or person to refrain from bidding or to submit any intentionally high, noncompetitive or other form of complementary bid or agreeing or promising to do so on this project.
6. My firm has not accepted or been promised any subcontract or agreement regarding the sale of materials or services to any firm or person, and has not been promised or paid cash or anything of value by any firm or person, whether in connection with this or any other project, in consideration for my firm's submitting any intentionally high, noncompetitive or other form of complementary bid, or agreeing or promising to do so, on this project.
7. I have made a diligent inquiry of all members, officers, employees, and agents of my firm with responsibilities relating to the preparation, approval or submission of my firm's bid on this project and have been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, or other conduct inconsistent with any of the statements and representations made in this affidavit.
8. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as a fraudulent concealment from the Colorado Department of Transportation, of the true facts relating to submission of bids for this contract.

I DECLARE UNDER PENALTY OF PERJURY IN THE SECOND DEGREE, AND ANY OTHER APPLICABLE STATE OR FEDERAL LAWS, THAT THE STATEMENTS MADE ON THIS DOCUMENT ARE TRUE AND COMPLETE TO THE BEST OF MY KNOWLEDGE.

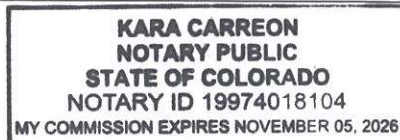
Contractor's firm or company name  <b>JHL Constructors, LLC</b>	By <b>Robert Wahl</b> 	Date <b>May 6, 2025</b>
	Title <b>Vice President</b>	
2nd contractor's firm or company name. (If joint venture.)	By	Date
	Title	

Sworn to before me this **5th** day of, **May** 20 **25**

Notary Public **Kara Carreon**

My commission expires **Nov 05, 2026**

**NOTE: This document must be signed in ink.**



## COLORADO DEPARTMENT OF TRANSPORTATION

**ANTICIPATED DBE PARTICIPATION PLAN**

Bidder:	JHL Constructors, LLC	Project Name:	COUNTY LINE ROAD
Bidder Contact:	Robert Wahl	Subaccount #:	
Bidder Phone:	303-741-6116	Bid Submission Date:	May 6, 2025
Bidder Email:	303-741-6116	DBE Contract Goal:	13%
Preferred Contact Method:		Region:	

**DBE Commitments**

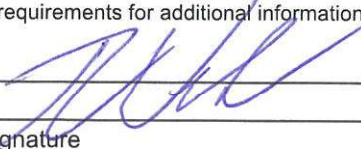
DBE Firm Name	Work to Be Performed	Commitment Amount	Eligible Participation
Powell Restoration	Erosion Control & Landscaping	\$280,000	\$280,000
Legacy Traffic Management	Traffic Control	\$1,080,000	\$1,080,000
Zeny Trucking	Trucking	\$412,000	\$412,000
Loya Construction	Flatwork & Milling	\$2,090,000	\$2,090,000
Total Eligible Participation			\$3,862,000.00
Total Bid Amount			\$28,602,670.17
Total Eligible Participation Percentage			13.5%

**Bidder Signature**

**COMMITMENTS LISTED ON THIS FORM SHALL BE BINDING ON THE BIDDER UPON CONTRACT AWARD. IF THE DBE GOAL IS ZERO, DBE COMMITMENTS ARE OPTIONAL AND THE BIDDER IS NOT REQUIRED TO LIST ANY DBE COMMITMENTS ON THIS FORM** This section must

be signed by an individual with the authority to bind the Bidder. By signing this form, as an authorized representative of the Bidder, you declare under penalty of perjury in the second degree and any other applicable state or federal laws that the statements made in this document are true and complete to the best your knowledge. Further, you attest that you understand the following:

CDOT shall not award a contract (or provide its concurrence to award a Local Agency Project) until it has been determined that commitments are sufficient to meet the DBE contract goal or else good faith efforts have been made to meet the goal despite falling short. Once your bid has been submitted, commitments may not be modified or terminated without the approval of CDOT. If selected as the lowest apparent bidder, you shall submit a Form 1415 for each commitment listed above. If you have not met the contract goal, you will also be required to submit documentation of all good faith efforts to meet the contract goal. It is your responsibility to ensure that the selected DBEs are certified for the work to be performed and that their eligible participation has been properly counted. Please review your project's DBE requirements for additional information and instructions on calculating eligible participation.

Robert Wahl	Vice President		May 6, 2025
Name	Title	Signature	Date



COUNTY LINE ROAD: BROADWAY TO UNIVERISTY IMPROVEMENT PROJECT

COUNTY LINE		
STANDARD (GROUP A)		
Code	Description	UOM
201-00000	CLEARING AND GRUBBING	Lump-Sum
202-00010	REMOVAL OF TREE	Each
202-00155	REMOVAL OF WALL	Linear Foot/Feet
202-001019	REMOVAL OF INLET	Each
202-00029	REMOVAL OF MANHOLE	Each
202-00026	REMOVAL OF SLOPE AND DITCH PAVING	Square Yard
202-00033	REMOVAL OF PIPE	Each
202-00035	REMOVAL OF PIPE	Linear Foot/Feet
202-00190	REMOVAL OF CONCRETE MEDIAN COVER MATERIAL	Square Yard
202-00200	REMOVAL OF SIDEWALK	Square Yard
202-00203	REMOVAL OF CURB AND GUTTER	Linear Foot/Feet
202-00206	REMOVAL OF CONCRETE CURB RAMP	Square Yard
202-00220	REMOVAL OF ASPHALT MAT	Square Yard
202-00220	REMOVAL OF ASPHALT MAT (PLANING)	Square Yard
202-00250	REMOVAL OF PAVMENT MARKING	Square Foot/Feet
202-00810	REMOVAL OF GROUND SIGN	Each
202-00828	REMOVAL OF TRAFFIC SIGNAL EQUIPMENT	Lump-Sum
202-01000	REMOVAL OF FENCE	Linear Foot/Feet
202-01035	REMOVAL OF GATE	Each
202-04001	PLUG CULVERT	Each
202-04005	CLEAN VALVE BOX	Each
203-00060	EMBANKMENT MATERIAL (COMPLETE IN PLACE)	Cubic Yard
203-01597	POTHOLING	Hour
206-00000	STRUCTURE EXCAVATION	Cubic Yard
206-00065	STRUCTURE BACKFILL (FLOW FILL)	Cubic Yard
206-00066	STRUCTURE BACKFILL (FLOWABLE FLY ASH)	Cubic Yard
206-00100	STRUCTURE BACKFILL (CLASS 1)	Cubic Yard
206-00100	STRUCTURE BACKFILL (CLASS 2)	Cubic Yard
206-01781	SHORING (AREA 1)	Lump-Sum

Engineer's Estimate			
COUNTY LINE			
STANDARD (GROUP A)			
Code	Quantity	Price	Total Cost
201-00000	1	\$ 100,000.00	\$ 100,000.00
202-00010	4	\$ 750.00	\$ 3,000.00
202-00155	76	\$ 150.00	\$ 11,400.00
202-001019	5	\$ 2,500.00	\$ 12,500.00
202-00029	9	\$ 5,000.00	\$ 45,000.00
202-00026	414	\$ 20.00	\$ 8,280.00
202-00033	16	\$ 3,000.00	\$ 48,000.00
202-00035	1383	\$ 65.00	\$ 89,895.00
202-00190	50	\$ 30.00	\$ 1,500.00
202-00200	892	\$ 20.00	\$ 17,840.00
202-00203	3806	\$ 12.00	\$ 45,672.00
202-00206	80	\$ 20.00	\$ 1,600.00
202-00220	32854	\$ 12.00	\$ 394,248.00
202-00220	11829	\$ 5.00	\$ 59,145.00
202-00250	33850	\$ 5.00	\$ 169,250.00
202-00810	31	\$ 225.00	\$ 6,975.00
202-00828	1	\$ 20,000.00	\$ 20,000.00
202-01000	4096	\$ 5.00	\$ 20,480.00
202-01035	2	\$ 500.00	\$ 1,000.00
202-04001	1	\$ 3,000.00	\$ 3,000.00
202-04005	24	\$ 350.00	\$ 8,400.00
203-00060	52118	\$ 15.00	\$ 781,770.00
203-01597	1000	\$ 300.00	\$ 300,000.00
206-00000	3432	\$ 30.00	\$ 102,960.00
206-00065	500	\$ 400.00	\$ 200,000.00
206-00066	500	\$ 500.00	\$ 250,000.00
206-00100	1486	\$ 60.00	\$ 89,160.00
206-00100	1129	\$ 50.00	\$ 56,450.00
206-01781	1	\$ 150,000.00	\$ 150,000.00

JHL CONSTRUCTORS, LLC			
COUNTY LINE			
STANDARD (GROUP A)			
Code	Quantity	Price	Total Cost
201-00000	1	\$ 104,225.14	\$ 104,225.14
202-00010	4	\$ 1,049.89	\$ 4,199.56
202-00155	76	\$ 58.31	\$ 4,431.56
202-001019	5	\$ 3,594.01	\$ 17,970.05
202-00029	9	\$ 4,235.54	\$ 38,119.86
202-00026	414	\$ 19.77	\$ 8,184.78
202-00033	16	\$ 1,770.36	\$ 28,325.76
202-00035	1,383	\$ 56.71	\$ 78,429.93
202-00190	50	\$ 30.19	\$ 1,509.50
202-00200	892	\$ 17.51	\$ 15,618.92
202-00203	3,806	\$ 10.83	\$ 41,218.98
202-00206	80	\$ 36.49	\$ 2,919.20
202-00220	32,854	\$ 5.97	\$ 196,138.38
202-00220	11,829	\$ 1.61	\$ 19,044.69
202-00250	33,850	\$ 1.11	\$ 37,573.50
202-00810	31	\$ 166.25	\$ 5,153.75
202-00828	1	\$ 9,500.97	\$ 9,500.97
202-01000	4,096	\$ 6.65	\$ 27,238.40
202-01035	2	\$ 106.40	\$ 212.80
202-04001	1	\$ 2,885.70	\$ 2,885.70
202-04005	24	\$ 369.19	\$ 8,860.56
203-00060	52,118	\$ 20.40	\$ 1,063,207.20
203-01597	1,000	\$ 277.08	\$ 277,080.00
206-00000	3,432	\$ 23.62	\$ 81,063.84
206-00065	500	\$ 140.76	\$ 70,380.00
206-00066	500	\$ 223.88	\$ 111,940.00
206-00100	1,486	\$ 38.70	\$ 57,508.20
206-00100	1,129	\$ 49.18	\$ 55,524.22
206-01781	1	\$ 85,342.16	\$ 85,342.16

206-01782	SHORING (AREA 2)	Lump-Sum	206-01782	1	\$	150,000.00	\$	150,000.00	206-01782	1	\$	123,025.72	\$	123,025.72
207-00700	TOPSOIL (ONSITE)	Cubic Yard	207-00700	5700	\$	25.00	\$	142,500.00	207-00700	5,700	\$	10.87	\$	61,959.00
208-00002	EROSION LOG TYPE 1 (12 INCH)	Linear Foot/Feet	208-00002	8345	\$	15.00	\$	125,175.00	208-00002	8,345	\$	5.87	\$	48,985.15
208-00035	AGGREGATE BAG	Linear Foot/Feet	208-00035	2087	\$	15.00	\$	31,305.00	208-00035	2,087	\$	25.60	\$	53,427.20
208-00041	ROCK CHECK DAM	Linear Foot/Feet	208-00041	20	\$	800.00	\$	16,000.00	208-00041	20	\$	22.17	\$	443.40
208-00045	CONCRETE WASHOUT STRUCTURE	Each	208-00045	6	\$	4,500.00	\$	27,000.00	208-00045	6	\$	3,879.19	\$	23,275.14
208-00060	TEMPORARY SLOPE DRAIN	Each	208-00060	4	\$	5,000.00	\$	20,000.00	208-00060	4	\$	3,879.19	\$	15,516.76
208-00075	PRE-FABRICATED VEHICLE TRACKING PAD	Each	208-00075	6	\$	4,000.00	\$	24,000.00	208-00075	6	\$	4,872.16	\$	29,232.96
208-00071	MAINTENANCE AGGREGATE (VEHICLE TRACKING PAD)	Cubic Yard	208-00071	362	\$	60.00	\$	21,720.00	208-00071	362	\$	140.20	\$	50,752.40
208-00106	SWEEPING (SEDIMENT REMOVAL)	Hour	208-00106	1500	\$	200.00	\$	300,000.00	208-00106	1,500	\$	183.48	\$	275,220.00
208-00207	EROSION CONTROL MANAGEMENT	Day	208-00207	720	\$	300.00	\$	216,000.00	208-00207	720	\$	73.43	\$	52,869.60
208-00521	TEMPORARY STREAM CROSSING	Each	208-00521	2	\$	40,000.00	\$	80,000.00	208-00521	2	\$	11,465.98	\$	22,931.96
210-00060	RESET MARKER	Each	210-00060	7	\$	10,000.00	\$	70,000.00	210-00060	7	\$	33.25	\$	232.75
210-00810	RESET GROUND SIGN	Each	210-00810	1	\$	300.00	\$	300.00	210-00810	1	\$	332.51	\$	332.51
210-00811	RESET GROUND SIGN (SPECIAL)	Each	210-00811	1	\$	350.00	\$	350.00	210-00811	1	\$	5,541.70	\$	5,541.70
210-01000	RESET FENCE	Linear Foot/Feet	210-01000	10	\$	300.00	\$	3,000.00	210-01000	10	\$	72.04	\$	720.40
210-01002	RESET FENCE (SPECIAL)	Linear Foot/Feet	210-01002	370	\$	400.00	\$	148,000.00	210-01002	370	\$	22.39	\$	8,284.30
210-01720	RESET AIR VENT	Each	210-01720	6	\$	5,000.00	\$	30,000.00	210-01720	6	\$	3,612.03	\$	21,672.18
210-02900	RELAY RIPRAP	Cubic Yard	210-02900	11	\$	100.00	\$	1,100.00	210-02900	11	\$	400.25	\$	4,402.75
210-04010	ADJUST MANHOLE	Each	210-04010	34	\$	1,000.00	\$	34,000.00	210-04010	34	\$	886.67	\$	30,146.78
210-04020	MODIFY INLET	Each	210-04020	2	\$	8,000.00	\$	16,000.00	210-04020	2	\$	5,737.73	\$	11,475.46
210-04015	MODIFY MANHOLE	Each	210-04015	1	\$	1,500.00	\$	1,500.00	210-04015	1	\$	5,737.73	\$	5,737.73
210-04050	ADJUST VALVE BOX	Each	210-04050	24	\$	650.00	\$	15,600.00	210-04050	24	\$	332.50	\$	7,980.00
211-03005	DEWATERING	Lump-Sum	211-03005	1	\$	20,000.00	\$	20,000.00	211-03005	1	\$	85,533.47	\$	85,533.47
212-00050	SOD	Square Foot/Feet	212-00050	53100	\$	5.00	\$	265,500.00	212-00050	53,100	\$	1.39	\$	73,809.00
212-00700	ORGANIC FERTILIZER LOW N	Pound	212-00700	840	\$	2.00	\$	1,680.00	212-00700	840	\$	0.78	\$	655.20
212-00701	COMPOST (MECHANICALLY APPLIED)	Cubic Yard	212-00701	182	\$	100.00	\$	18,200.00	212-00701	182	\$	82.02	\$	14,927.64
212-00703	HUMATE	Pound	212-00703	420	\$	50.00	\$	21,000.00	212-00703	420	\$	1.11	\$	466.20
212-00704	MYCORRHIZAE	Pound	212-00704	22	\$	50.00	\$	1,100.00	212-00704	22	\$	13.91	\$	306.02
212-00706	SEEDING (NATIVE) DRILL	Acre	212-00706	9.8	\$	7,500.00	\$	73,500.00	212-00706	10	\$	753.67	\$	7,385.97
213-00003	MULCHING (WEED FREE)	Acre	213-00003	9.8	\$	1,800.00	\$	17,640.00	213-00003	10	\$	1,003.05	\$	9,829.89
213-00008	MULCHING (WOOD CHIP)	Centum Cubic Feet	213-00008	1365	\$	10.00	\$	13,650.00	213-00008	1,365	\$	6.10	\$	8,326.50
213-00061	MULCH TACKIFIER	Pound	213-00061	1960	\$	5.00	\$	9,800.00	213-00061	1,960	\$	3.10	\$	6,076.00
214-01420	STANDARD NURSERY CONTAINER (#1 CONTAINER)	Each	214-01420	288	\$	200.00	\$	57,600.00	214-01420	288	\$	46.55	\$	13,406.40
214-01421	STANDARD NURSERY CONTAINER (#5 CONTAINER)	Each	214-01421	9	\$	100.00	\$	900.00	214-01421	9	\$	232.75	\$	2,094.75
216-00041	SOIL RETENTION BLANKET (STRAW/COCONUT)	Square Yard	216-00041	14835	\$	5.00	\$	74,175.00	216-00041	14,835	\$	3.19	\$	47,323.65
217-00020	HERBICIDE TREATMENT	Hour	217-00020	40	\$	250.00	\$	10,000.00	217-00020	40	\$	387.92	\$	15,516.80
240-00000	WILDLIFE BIOLOGIST	Hour	240-00000	16	\$	125.00	\$	2,000.00	240-00000	16	\$	149.63	\$	2,394.08
240-00010	REMOVAL OF NESTS	Hour	240-00010	16	\$	125.00	\$	2,000.00	240-00010	16	\$	144.08	\$	2,305.28
240-0002	NETTING	Square Yard	240-0002	50	\$	20.00	\$	1,000.00	240-0002	50	\$	48.77	\$	2,438.50



304-06007	AGGREGATE BASE COURSE (CLASS 6)	Cubic Yard	304-06007	15859	\$	55.00	\$	872,245.00	304-06007	15,859	\$	67.61	\$	1,072,226.99
403-00720	HOT MIX ASPHALT (PATCHING) (ASPHALT)	Ton	403-00720	253	\$	285.00	\$	72,105.00	403-00720	253		243.83	\$	61,688.99
403-09221	STONE MATRIX ASPHALT (FIBERS) (ASPHALT)	Ton	403-09221	6910	\$	160.00	\$	1,105,600.00	403-09221	6,910	\$	161.82	\$	1,118,176.20
403-33741	HOT MIX ASPHALT (GRADING S) (75) (PG 64-22)	Ton	403-33741	11537	\$	110.00	\$	1,269,070.00	403-33741	11,537	\$	93.10	\$	1,074,094.70
411-10255	EMULSIFIED ASPHALT (SLOW-SETTING)	Gallon	411-10255	7628	\$	4.00	\$	30,512.00	411-10255	7,628	\$	5.54	\$	42,259.12
412-00600	CONCRETE PAVEMENT (6 INCH)	Square Yard	412-00600	42	\$	120.00	\$	5,040.00	412-00600	42		230.85	\$	9,695.70
420-00102	GEOTEXTILE (EROSION CONTROL) (CLASS 1)	Square Yard	420-00102	810	\$	12.00	\$	9,720.00	420-00102	810	\$	6.21	\$	5,030.10
420-00520	GEOGRID PAVEMENT REINFORCEMENT	Square Yard	420-00520	46238	\$	6.00	\$	277,428.00	420-00520	46,238	\$	7.47	\$	345,397.86
503-00018	DRILLED SHAFT (18 INCH)	Linear Foot/Feet	503-00018	2328	\$	200.00	\$	465,600.00	503-00018	2,328	\$	95.51	\$	222,347.28
503-00024	DRILLED SHAFT (24 INCH)	Linear Foot/Feet	503-00024	3822	\$	325.00	\$	1,242,150.00	503-00024	3,822	\$	120.06	\$	458,869.32
503-00036	DRILLED SHAFT (36 INCH)	Linear Foot/Feet	503-00036	55	\$	650.00	\$	35,750.00	503-00036	55	\$	609.02	\$	33,496.10
503-00042	DRILLED SHAFT (42 INCH)	Linear Foot/Feet	503-00042	110	\$	750.00	\$	82,500.00	503-00042	110	\$	617.91	\$	67,970.10
506-00212	RIPRAP (12 INCH)	Cubic Yard	506-00212	10	\$	155.00	\$	1,550.00	506-00212	10	\$	346.91	\$	3,469.10
506-00409	SOIL RIPRAP (9 INCH)	Cubic Yard	506-00409	312	\$	150.00	\$	46,800.00	506-00409	312	\$	170.53	\$	53,205.36
518-00106	WATERSTOP (6 INCH)	Linear Foot/Feet	518-00106	26	\$	20.00	\$	520.00	518-00106	26	\$	29.24	\$	760.24
601-10000	CONCRETE CLASS B	Cubic Yard	601-10000	13	\$	1,500.00	\$	19,500.00	601-10000	13	\$	2,024.43	\$	26,317.59
601-03050	CONCRETE CLASS D (WALL)	Cubic Yard	601-03050	1305	\$	1,100.00	\$	1,435,500.00	601-03050	1,305	\$	1,393.54	\$	1,818,569.70
601-40010	MASONRY WALL	Square Foot/Feet	601-40010	40501	\$	75.00	\$	3,037,575.00	601-40010	40,501	\$	54.86	\$	2,221,884.86
601-40302	STRUCTURAL CONCRETE COATING (ANTI-GRAFFITI)	Square Foot/Feet	601-40302	87060	\$	2.00	\$	174,120.00	601-40302	87,060	\$	1.50	\$	130,590.00
601-40400	STRUCTURAL CONCRETE STAIN	Square Yard	601-40400	2803	\$	15.00	\$	42,045.00	601-40400	2,803	\$	14.96	\$	41,932.88
602-00000	REINFORCING STEEL	Pound	602-00000	155645	\$	3.00	\$	466,935.00	602-00000	155,645	\$	1.05	\$	163,427.25
603-01185	18 INCH REINFORCED CONCRETE PIPE (COMPLETE IN PLACE)	Linear Foot/Feet	603-01185	3620	\$	220.00	\$	796,400.00	603-01185	3,620	\$	139.95	\$	506,619.00
603-01245	24 INCH REINFORCED CONCRETE PIPE (COMPLETE IN PLACE)	Linear Foot/Feet	603-01245	2822	\$	300.00	\$	846,600.00	603-01245	2,822	\$	172.46	\$	486,682.12
603-01365	36 INCH REINFORCED CONCRETE PIPE (COMPLETE IN PLACE)	Linear Foot/Feet	603-01365	51	\$	420.00	\$	21,420.00	603-01365	51	\$	346.53	\$	17,673.03
603-01485	48 INCH REINFORCED CONCRETE PIPE (COMPLETE IN PLACE)	Linear Foot/Feet	603-01485	329	\$	700.00	\$	230,300.00	603-01485	329	\$	375.52	\$	123,546.08
603-02185	23X14 INCH REINFORCED CONCRETE PIPE ELLIPTICAL (CIP)	Linear Foot/Feet	603-02185	114	\$	140.00	\$	15,960.00	603-02185	114	\$	236.83	\$	26,998.62
603-05118	23X14 INCH REINFORCED CONCRETE END SECTION ELLIPTICAL	Each	603-05118	3	\$	2,500.00	\$	7,500.00	603-05118	3	\$	4,737.92	\$	14,213.76
604-00305	INLET TYPE C (5 FOOT)	Each	604-00305	3	\$	6,000.00	\$	18,000.00	604-00305	3	\$	9,995.81	\$	29,987.43
604-00515	INLET TYPE D (15 FOOT)	Each	604-00515	1	\$	15,000.00	\$	15,000.00	604-00515	1	\$	20,630.59	\$	20,630.59
604-00550	INLET TYPE D (SPECIAL)	Each	604-00550	2	\$	8,500.00	\$	17,000.00	604-00550	2	\$	32,552.52	\$	65,105.04
604-16010	INLET TYPE 16 (10 FOOT)	Each	604-16010	1	\$	8,500.00	\$	8,500.00	604-16010	1	\$	22,234.97	\$	22,234.97
604-16515	INLET TYPE 16 (DOUBLE) (15 FOOT)	Each	604-16515	1	\$	13,000.00	\$	13,000.00	604-16515	1	\$	30,186.93	\$	30,186.93
604-19105	INLET TYPE R L5 (5 FOOT)	Each	604-19105	5	\$	10,000.00	\$	50,000.00	604-19105	5	\$	12,409.20	\$	62,046.00

604-19110	INLET TYPE R L5 (10 FOOT)	Each	604-19110	10	\$	10,000.00	\$	100,000.00	604-19110	10	\$	18,243.59	\$	182,435.90
604-19115	INLET TYPE R L5 (15 FOOT)	Each	604-19115	3	\$	13,000.00	\$	39,000.00	604-19115	3	\$	18,965.01	\$	56,895.03
604-19205	INLET TYPE R L10 (5 FOOT)	Each	604-19205	2	\$	12,000.00	\$	24,000.00	604-19205	2	\$	15,952.29	\$	31,904.58
604-19210	INLET TYPE R L10 (10 FOOT)	Each	604-19210	3	\$	15,000.00	\$	45,000.00	604-19210	3	\$	20,156.78	\$	60,470.34
604-19215	INLET TYPE R L10 (15 FOOT)	Each	604-19215	2	\$	15,000.00	\$	30,000.00	604-19215	2	\$	22,704.83	\$	45,409.66
604-19310	INLET TYPE R L15 (10 FOOT)	Each	604-19310	1	\$	15,000.00	\$	15,000.00	604-19310	1	\$	31,402.39	\$	31,402.39
604-3000	MANHOLE SLAB BASE (SPECIAL)	Each	604-3000	7	\$	15,000.00	\$	105,000.00	604-3000	7	\$	12,250.68	\$	85,754.76
604-30005	MANHOLE SLAB BASE (5 FOOT)	Each	604-30005	1	\$	12,000.00	\$	12,000.00	604-30005	1	\$	12,197.83	\$	12,197.83
604-31010	MANHOLE SLAB BASE (10 FOOT)	Each	604-31010	2	\$	15,000.00	\$	30,000.00	604-31010	2	\$	14,010.96	\$	28,021.92
604-30015	MANHOLE SLAB BASE (15 FOOT)	Each	604-30015	4	\$	20,000.00	\$	80,000.00	604-30015	4	\$	15,251.24	\$	61,004.96
604-31010	MANHOLE BOX BASE (10 FOOT)	Each	604-31010	1	\$	12,000.00	\$	12,000.00	604-31010	1	\$	20,214.08	\$	20,214.08
604-31020	MANHOLE BOX BASE (20 FOOT)	Each	604-31020	1	\$	15,000.00	\$	15,000.00	604-31020	1	\$	28,166.46	\$	28,166.46
605-83002	GEOCOMPOSITE DRAIN WITH PIPE	Square Yard	605-83002	104	\$	20.00	\$	2,080.00	605-83002	104	\$	49.84	\$	5,183.36
607-11440	FENCE PICKET	Linear Foot/Feet	607-11440	24	\$	100.00	\$	2,400.00	607-11440	24	\$	221.67	\$	5,320.08
607-11460	FENCE WOOD RAILING	Linear Foot/Feet	607-11460	432	\$	30.00	\$	12,960.00	607-11460	432	\$	45.72	\$	19,751.04
607-53148	FENCE CHAIN LINK (48 INCH)	Linear Foot/Feet	607-53148	2592	\$	60.00	\$	155,520.00	607-53148	2,592	\$	20.78	\$	53,861.76
607-11525	FENCE (PLASTIC)	Linear Foot/Feet	607-11525	11570	\$	4.00	\$	46,280.00	607-11525	11,570	\$	4.43	\$	51,255.10
607-60007	5 FOOT GATE WALK FENCE PICKET	Each	607-60007	28	\$	500.00	\$	14,000.00	607-60007	28	\$	914.38	\$	25,602.64
607-60333	32 FOOT GATE TWIN	Each	607-60333	1	\$	2,000.00	\$	2,000.00	607-60333	1	\$	6,095.87	\$	6,095.87
608-00006	CONCRETE SIDEWALK (6 INCH)	Square Yard	608-00006	11760	\$	70.00	\$	823,200.00	608-00006	11,760	\$	75.51	\$	887,997.60
608-0010	CONCRETE CURB RAMP	Square Yard	608-0010	302	\$	200.00	\$	60,400.00	608-0010	302	\$	181.08	\$	54,686.16
609-21010	CURB AND GUTTER TYPE 2 (SECTION I-B)	Linear Foot/Feet	609-21010	102	\$	45.00	\$	4,590.00	609-21010	102	\$	90.48	\$	9,228.96
609-21011	CURB AND GUTTER TYPE 2 (SECTION I-M)	Linear Foot/Feet	609-21011	9974	\$	40.00	\$	398,960.00	609-21011	9,974	\$	20.42	\$	203,669.08
609-21020	CURB AND GUTTER TYPE 2 (SECTION II-B)	Linear Foot/Feet	609-21020	1110	\$	35.00	\$	38,850.00	609-21020	1,110	\$	25.15	\$	27,916.50
609-21021	CURB AND GUTTER TYPE 2 (SECTION II-M)	Linear Foot/Feet	609-21021	11885	\$	40.00	\$	475,400.00	609-21021	11,885	\$	21.37	\$	253,982.45
609-23000	GUTTER (SPECIAL)	Linear Foot/Feet	609-23000	529	\$	140.00	\$	74,060.00	609-23000	529	\$	89.55	\$	47,371.95
609-24003	GUTTER TYPE 2 (3 FOOT)	Linear Foot/Feet	609-24003	1845	\$	60.00	\$	110,700.00	609-24003	1,845	\$	34.82	\$	64,242.90
609-24008	GUTTER TYPE 2 (8 FOOT)	Linear Foot/Feet	609-24008	26	\$	140.00	\$	3,640.00	609-24008	26	\$	304.30	\$	7,911.80
610-00020	MEDIAN COVER MATERIAL (PATTERNED CONCRETE)	Square Foot/Feet	610-00020	19337	\$	20.00	\$	386,740.00	610-00020	19,337	\$	14.46	\$	279,613.02
610-00030	MEDIAN COVER MATERIAL (CONCRETE)	Square Foot/Feet	610-00030	59566	\$	10.00	\$	595,660.00	610-00030	59,566	\$	8.26	\$	492,015.16
610-00001	DELINEATOR (TYPE I)	Each	610-00001	48	\$	30.00	\$	1,440.00	610-00001	48	\$	72.04	\$	3,457.92
610-00002	DELINEATOR (TYPE II)	Each	610-00002	58	\$	30.00	\$	1,740.00	610-00002	58	\$	72.04	\$	4,178.32
610-00004	DELINEATOR (TYPE III)	Each	610-00004	2	\$	35.00	\$	70.00	610-00004	2	\$	72.04	\$	144.08
612-1500	INSTALL MARKER	Each	612-1500	20	\$	100.00	\$	2,000.00	612-1500	20	\$	198.93	\$	3,978.60
613-01200	2 INCH ELECTRICAL CONDUIT (PLASTIC)	Linear Foot/Feet	613-01200	920	\$	30.00	\$	27,600.00	613-01200	920	\$	30.01	\$	27,609.20
613-01300	3 INCH ELECTRICAL CONDUIT (PLASTIC)	Linear Foot/Feet	613-01300	510	\$	27.00	\$	13,770.00	613-01300	510	\$	32.78	\$	16,717.80
613-00206	2 INCH ELECTRICAL CONDUIT (BORED)	Linear Foot/Feet	613-00206	9020	\$	25.00	\$	225,500.00	613-00206	9,020	\$	26.39	\$	238,037.80

613-00306	3 INCH ELECTRICAL CONDUIT (BORED)	Linear Foot/Feet	613-00306	1130	\$	29.00	\$	32,770.00	613-00306	1,130	\$	29.73	\$	33,594.90
613-07006	PULL BOX - TYPE IS	Each	613-07006	2	\$	1,200.00	\$	2,400.00	613-07006	2	\$	1,632.58	\$	3,265.16
613-07007	PULL BOX - TYPE IF2	Each	613-07007	17	\$	1,200.00	\$	20,400.00	613-07007	17	\$	1,999.33	\$	33,988.61
613-07008	PULL BOX - VAULT	Each	613-07008	5	\$	1,400.00	\$	7,000.00	613-07008	5	\$	3,020.66	\$	15,103.30
613-07034	PULL BOX (24"X36"X18")	Each	613-07034	2	\$	1,700.00	\$	3,400.00	613-07034	2	\$	2,725.04	\$	5,450.08
613-13000	LUMINAIRE (LED)	Each	613-13000	9	\$	1,200.00	\$	10,800.00	613-13000	9	\$	1,293.62	\$	11,642.58
613-50109	METER POWER PEDESTAL	Each	613-50109	2	\$	1,500.00	\$	3,000.00	613-50109	2	\$	4,881.07	\$	9,762.14
614-00011	SIGN PANEL (CLASS I)	Square Foot/Feet	614-00011	221	\$	35.00	\$	7,735.00	614-00011	221	\$	45.57	\$	10,070.97
614-00012	SIGN PANEL (CLASS II)	Square Foot/Feet	614-00012	110	\$	45.00	\$	4,950.00	614-00012	110	\$	74.46	\$	8,190.60
614-00216	STEEL SIGN POST (2 X 2 INCH TUBING)	Linear Foot/Feet	614-00216	314	\$	25.00	\$	7,850.00	614-00216	314	\$	44.33	\$	13,919.62
614-010160	SIGNAL HEAD BACKPLATES	Each	614-010160	15	\$	300.00	\$	4,500.00	614-010160	15	\$	296.73	\$	4,450.95
614-70150	PEDESTRIAN SIGNAL FACE (16) (COUNTDOWN)	Each	614-70150	12	\$	850.00	\$	10,200.00	614-70150	12	\$	805.73	\$	9,668.76
614-70336	TRAFFIC SIGNAL FACE (12-12-12)	Each	614-70336	22	\$	1,800.00	\$	39,600.00	614-70336	22	\$	1,153.59	\$	25,378.98
614-70448	TRAFFIC SIGNAL FACE (12-12-12-12)	Each	614-70448	6	\$	2,200.00	\$	13,200.00	614-70448	6	\$	1,462.55	\$	8,775.30
614-72855	TRAFFIC SIGNAL CONTROLLER CABINET	Each	614-72855	2	\$	20,000.00	\$	40,000.00	614-72855	2	\$	32,538.24	\$	65,076.48
614-72860	PEDESTRIAN PUSH BUTTON	Each	614-72860	12	\$	800.00	\$	9,600.00	614-72860	12	\$	2,368.30	\$	28,419.60
614-72863	PEDESTRIAN PUSH BUTTON POST ASSEMBLY	Each	614-72863	6	\$	2,000.00	\$	12,000.00	614-72863	6	\$	1,440.32	\$	8,641.92
614-72866	FIRE PREEMPTION UNIT AND TIMER	Each	614-72866	2	\$	10,000.00	\$	20,000.00	614-72866	2	\$	14,490.96	\$	28,981.92
614-71887	MICROWAVE VEHICLE RADAR DETECTOR (SYSTEM)	Each	614-71887	2	\$	12,000.00	\$	24,000.00	614-71887	2	\$	64,709.73	\$	129,419.46
614-81000	TRAFFIC SIGNAL - LIGHT POLE STEEL	Each	614-81000	1	\$	30,000.00	\$	30,000.00	614-81000	1	\$	9,893.28	\$	9,893.28
614-81125	TRAFFIC SIGNAL - LIGHT POLE STEEL (1 - 25 FOOT MAST ARM)	Each	614-81125	1	\$	22,000.00	\$	22,000.00	614-81125	1	\$	35,908.98	\$	35,908.98
614-81130	TRAFFIC SIGNAL - LIGHT POLE STEEL (1 -30 FOOT MAST ARM)	Each	614-81130	1	\$	24,000.00	\$	24,000.00	614-81130	1	\$	34,137.48	\$	34,137.48
614-81135	TRAFFIC SIGNAL - LIGHT POLE STEEL (1 -35 FOOT MAST ARM)	Each	614-81135	1	\$	26,000.00	\$	26,000.00	614-81135	1	\$	38,205.03	\$	38,205.03
614-81145	TRAFFIC SIGNAL - LIGHT POLE STEEL (1 -45 FOOT MAST ARM)	Each	614-81145	2	\$	27,000.00	\$	54,000.00	614-81145	2	\$	39,715.37	\$	79,430.74
614-81150	TRAFFIC SIGNAL - LIGHT POLE STEEL (1 -50 FOOT MAST ARM)	Each	614-81150	1	\$	30,000.00	\$	30,000.00	614-81150	1	\$	52,114.74	\$	52,114.74
614-81155	TRAFFIC SIGNAL - LIGHT POLE STEEL (1 -55 FOOT MAST ARM)	Each	614-81155	1	\$	34,000.00	\$	34,000.00	614-81155	1	\$	52,469.26	\$	52,469.26
614-86248	TRAFFIC SIGNAL CONTROLLER	Each	614-86248	2	\$	20,000.00	\$	40,000.00	614-86248	2	\$	6,430.30	\$	12,860.60
614-86800	UNINTERRUPTED POWER SUPPLY	Each	614-86800	2	\$	6,500.00	\$	13,000.00	614-86800	2	\$	9,236.47	\$	18,472.94
614-87333	CLOSED CIRCUIT TELEVISION CAMERA (TRAFFIC SURVEILLANCE)	Each	614-87333	2	\$	7,500.00	\$	15,000.00	614-87333	2	\$	5,622.34	\$	11,244.68
614-87412	FIBER OPTIC CABLE (SINGLE MODE) (12 STRAND)	Linear Foot/Feet	614-87412	410	\$	10.00	\$	4,100.00	614-87412	410	\$	15.56	\$	6,379.60

614-87472	FIBER OPTIC CABLE (SINGLE MODE) (72 STRAND)	Linear Foot/Feet	614-87472	10800	\$	12.00	\$	129,600.00	614-87472	10,800	\$	3.89	\$	42,012.00
614-87690	ETHERNET SWITCH	Each	614-87690	2	\$	500.00	\$	1,000.00	614-87690	2	\$	2,128.24	\$	4,256.48
619-00006	CONNECT TO NEW WATERLINE	Each	619-00006	1	\$	100,000.00	\$	100,000.00	619-00006	1	\$	2,624.34	\$	2,624.34
619-00007	CONNECT TO EXISTING WATERLINE	Each	619-00007	3	\$	100,000.00	\$	300,000.00	619-00007	3	\$	3,578.61	\$	10,735.83
619-00004	12 INCH WATERLINE (FITTINGS)	Each	619-00004	3	\$	20,000.00	\$	60,000.00	619-00004	3	\$	2,752.52	\$	8,257.56
619-10240	24 INCH WELDED STEEL PIPE	Linear Foot/Feet	619-10240	1323	\$	150.00	\$	198,450.00	619-10240	1,323	\$	428.28	\$	566,614.44
619-75096	12 INCH GATE VALVE	Each	619-75096	2	\$	10,000.00	\$	20,000.00	619-75096	2	\$	7,233.94	\$	14,467.88
619-76192	24 INCH BUTTERFLY VALVE	Each	619-76192	1	\$	10,000.00	\$	10,000.00	619-76192	1	\$	52,331.52	\$	52,331.52
619-80000	CATHODIC PROTECTION	Lump-Sum	619-80000	1	\$	10,000.00	\$	10,000.00	619-80000	1	\$	34,490.12	\$	34,490.12
620-00002	FIELD OFFICE (CLASS 2)	Each	620-00002	1	\$	200,000.00	\$	200,000.00	620-00002	1	\$	67,830.40	\$	67,830.40
620-00020	SANITARY FACILITY	Each	620-00020	2	\$	4,500.00	\$	9,000.00	620-00020	2	\$	11,172.07	\$	22,344.14
621-00450	DETOUR PAVEMENT	Square Yard	621-00450	10365	\$	55.00	\$	570,075.00	621-00450	10,365	\$	86.42	\$	895,743.30
625-00000	CONSTRUCTION SURVEYING	Lump-Sum	625-00000	1	\$	280,000.00	\$	280,000.00	625-00000	1	\$	221,667.97	\$	221,667.97
625-00001	CONSTRUCTION SURVEYING (HOURLY)	Hour	625-00001	80	\$	250.00	\$	20,000.00	625-00001	80	\$	177.33	\$	14,186.40
626-00000	MOBILIZATION	Lump-Sum	626-00000	1	\$	1,500,000.00	\$	1,500,000.00	626-00000	1	\$	2,591,429.02	\$	2,591,429.02
626-01102	PUBLIC INFORMATION SERVICES (TIER II)	Day	626-01102	616	\$	150.00	\$	92,400.00	626-01102	616	\$	166.25	\$	102,410.00
627-00009	MODIFIED EPOXY PAVEMENT MARKING (INLAID)	Gallon	627-00009	174	\$	220.00	\$	38,280.00	627-00009	174	\$	193.96	\$	33,749.04
627-00013	PAVEMENT MARKING PAINT (HIGH BUILD)	Gallon	627-00013	313	\$	75.00	\$	23,475.00	627-00013	313	\$	66.50	\$	20,814.50
627-30323	PREFORMED THERMOPLASTIC PAVEMENT MARKING (WORD-SYMBOL)	Square Foot/Feet	627-30323	645	\$	30.00	\$	19,350.00	627-30323	645	\$	38.79	\$	25,019.55
627-30328	PREFORMED THERMOPLASTIC PAVEMENT MARKING (XWALK - STOP LINE)	Square Foot/Feet	627-30328	140	\$	25.00	\$	3,500.00	627-30328	140	\$	22.17	\$	3,103.80
629-01001	SURVEY MONUMENT (TYPE 1)	Each	629-01001	9	\$	500.00	\$	4,500.00	629-01001	9	\$	443.34	\$	3,990.06
629-01006	SURVEY MONUMENT (TYPE 6)	Each	629-01006	9	\$	500.00	\$	4,500.00	629-01006	9	\$	443.34	\$	3,990.06
630-00000	FLAGGING	Hour	630-00000	5000	\$	40.00	\$	200,000.00	630-00000	5,000	\$	39.90	\$	199,500.00
630-00003	UNIFORMED TRAFFIC CONTROL	Hour	630-00003	200	\$	165.00	\$	33,000.00	630-00003	200	\$	104.18	\$	20,836.00
630-00006	UNIFORMED TRAFFIC CONTROL (VEHICLE)	Hour	630-00006	200	\$	100.00	\$	20,000.00	630-00006	200	\$	38.79	\$	7,758.00
630-00007	TRAFFIC CONTROL INSPECTION	Day	630-00007	209	\$	250.00	\$	52,250.00	630-00007	209	\$	406.76	\$	85,012.84
630-00012	TRAFFIC CONTROL MANAGEMENT	Day	630-00012	521	\$	1,000.00	\$	521,000.00	630-00012	521	\$	1,330.01	\$	692,935.21
630-80341	CONSTRUCTION TRAFFIC SIGN (PANEL SIZE A)	Each	630-80341	56	\$	90.00	\$	5,040.00	630-80341	56	\$	44.33	\$	2,482.48
630-80342	CONSTRUCTION TRAFFIC SIGN (PANEL SIZE B)	Each	630-80342	68	\$	85.00	\$	5,780.00	630-80342	68	\$	55.42	\$	3,768.56
630-80344	CONSTRUCTION TRAFFIC SIGN (SPECIAL)	Square Foot/Feet	630-80344	112	\$	100.00	\$	11,200.00	630-80344	112	\$	22.17	\$	2,483.04
630-80359	PORTABLE MESSAGE SIGN PANEL	Each	630-80359	5	\$	6,000.00	\$	30,000.00	630-80359	5	\$	8,866.72	\$	44,333.60

630-80358	ADVANCED WARNING FLASHING OR SEQUENCING ARROW PANEL (C TYPE)	Each
630-80360	DRUM CHANNELIZING DEVICE	Each
630-80370	BARRIER (TEMPORARY)	Linear Foot/Feet
630-80380	TRAFFIC CONES	Each
630-85010	IMPACT ATTENUATOR (TEMPORARY)	Each
630-86801	TRAFFIC SIGNAL (TEMPORARY)	Lump-Sum
613-10000	WIRING	Lump-Sum
614-08350	TEST FIBER OPTIC CABLE	Lump-Sum
619-50960	12 INCH PLASTIC PIPE (PVC)	Linear Foot/Feet

FORCE ACCOUNT (GROUP A - F/A)		
Code	Description	UOM
700	F/A MINOR CONTRACT REVISIONS	N/A
700	F/A ON-THE-JOB TRAINEE	N/A
700	F/A FURNISH & INSTALL ELECTRICAL SERVICE	N/A
700	F/A WATER LINES	N/A
700	F/A LANDSCAPING	N/A
700	F/A SPRINKLERS	N/A
700	F/A EROSION CONTROL	N/A
700	F/A ENVIRONMENTAL HEALTH AND SAFETY MANAGEMENT	N/A
700	F/A SURVEY MONUMENTATION	N/A

STANDARD (GROUP B)		
Code	Description	UOM
612-00260	LOCATION MARKER (FIBER OPTIC) (DOME)	Each
612-00270	LOCATION MARKER (UTILITY) (FLAT SLAT)	Each
613-01200	2 INCH ELECTRICAL CONDUIT (PLASTIC)	Linear Foot/Feet
613-07001	PULL BOX (11"X18"X12")	Each
613-07023	PULL BOX (24"X36"X24")	Each
613-10000	WIRING	Lump-Sum
614-87101	FIBER OPTIC CABLE (SINGLE MODE) (12 FIBER)	Linear Foot/Feet
614-87350	TEST FIBER OPTIC CABLE	Lump-Sum
614-87498	FIBER OPTIC CABLE (SINGLE MODE) (144 STRAND)	Linear Foot/Feet

630-80358	2	\$	1,800.00	\$	3,600.00
630-80360	330	\$	85.00	\$	28,050.00
630-80370	10186	\$	40.00	\$	407,440.00
630-80380	300	\$	25.00	\$	7,500.00
630-85010	6	\$	5,000.00	\$	30,000.00
630-86801	1	\$	120,000.00	\$	120,000.00
613-10000	1	\$	100,000.00	\$	100,000.00
614-08350	1	\$	15,000.00	\$	15,000.00
619-50960	52	\$	150.00	\$	7,800.00
		\$	27,536,620.00		

FORCE ACCOUNT (GROUP A - F/A)			
Code	Quantity	Price	Total Cost
700		\$	3,000,000.00 \$ 3,000,000.00
700		\$	40,000.00 \$ 40,000.00
700		\$	10,000.00 \$ 10,000.00
700		\$	70,000.00 \$ 70,000.00
700		\$	20,000.00 \$ 20,000.00
700		\$	250,000.00 \$ 250,000.00
700		\$	100,000.00 \$ 100,000.00
700		\$	5,000.00 \$ 5,000.00
700		\$	5,000.00 \$ 5,000.00
		\$	3,500,000.00

STANDARD (GROUP B)			
Code	Quantity	Price	Total Cost
612-00260	3	\$	200.00 \$ 600.00
612-00270	1	\$	200.00 \$ 200.00
613-01200	6600	\$	30.00 \$ 198,000.00
613-07001	3	\$	3,000.00 \$ 9,000.00
613-07023	1	\$	4,000.00 \$ 4,000.00
613-10000	1	\$	100,000.00 \$ 100,000.00
614-87101	1550	\$	10.00 \$ 15,500.00
614-87350	1	\$	15,000.00 \$ 15,000.00
614-87498	3850	\$	10.00 \$ 38,500.00

630-80358	2	\$	3,402.61	\$	6,805.22
630-80360	330	\$	13.30	\$	4,389.00
630-80370	10,186	\$	49.97	\$	508,994.42
630-80380	300	\$	6.65	\$	1,995.00
630-85010	6	\$	10,917.15	\$	65,502.90
630-86801	1	\$	255,332.60	\$	255,332.60
613-10000	1	\$	26,950.34	\$	26,950.34
614-08350	1	\$	5,723.48	\$	5,723.48
619-50960	52	\$	282.65	\$	14,697.80
		\$	24,908,296.44		

FORCE ACCOUNT (GROUP A - F/A)			
Code	Quantity	Price	Total Cost
700		\$	3,000,000.00 \$ 3,000,000.00
700		\$	40,000.00 \$ 40,000.00
700		\$	10,000.00 \$ 10,000.00
700		\$	70,000.00 \$ 70,000.00
700		\$	20,000.00 \$ 20,000.00
700		\$	250,000.00 \$ 250,000.00
700		\$	100,000.00 \$ 100,000.00
700		\$	5,000.00 \$ 5,000.00
700		\$	5,000.00 \$ 5,000.00
		\$	3,500,000.00

STANDARD (GROUP B)			
Code	Quantity	Price	Total Cost
612-00260	3	\$	155.59 \$ 466.77
612-00270	1	\$	160.03 \$ 160.03
613-01200	6,600	\$	20.84 \$ 137,544.00
613-07001	3	\$	1,060.23 \$ 3,180.69
613-07023	1	\$	3,300.73 \$ 3,300.73
613-10000	1	\$	5,280.03 \$ 5,280.03
614-87101	1,550	\$	3.89 \$ 6,029.50
614-87350	1	\$	7,005.98 \$ 7,005.98
614-87498	3,850	\$	5.56 \$ 21,406.00

FORCE ACCOUNT (GROUP B -F/A)		
Code	Description	UOM
700	F/A COMMUNICATION LINES	N/A

\$				380,800.00
FORCE ACCOUNT (GROUP B -F/A)				
Code	Quantity	Price	Total Cost	
700		\$ 10,000.00	\$	10,000.00
\$				10,000.00
\$				31,427,420.00

\$				184,373.73
FORCE ACCOUNT (GROUP B -F/A)				
Code	Quantity	Price	Total Cost	
700		\$ 10,000.00	\$	10,000.00
\$				10,000.00
\$				28,602,670.17

This bid was submitted via email before the 2 P.M. deadline due to technical issues with the Rocky Mountain BidNt website.

TWX				
COUNTY LINE				
STANDARD (GROUP A)				
Code	Quantity	Price	Total Cost	
201-00000	1	\$ 75,000.00	\$ 75,000.00	
202-00010	4	\$ 1,000.00	\$ 4,000.00	
202-00155	76	\$ 150.00	\$ 11,400.00	
202-001019	5	\$ 2,500.00	\$ 12,500.00	
202-00029	9	\$ 5,000.00	\$ 45,000.00	
202-00026	414	\$ 20.00	\$ 8,280.00	
202-00033	16	\$ 25.00	\$ 400.00	
202-00035	1,383	\$ 15.00	\$ 20,745.00	
202-00190	50	\$ 25.00	\$ 1,250.00	
202-00200	892	\$ 10.00	\$ 8,920.00	
202-00203	3,806	\$ 10.00	\$ 38,060.00	
202-00206	80	\$ 50.00	\$ 4,000.00	
202-00220	32,854	\$ 5.50	\$ 180,697.00	
202-00220	11,829	\$ 2.50	\$ 29,572.50	
202-00250	33,850	\$ 1.50	\$ 50,775.00	
202-00810	31	\$ 250.00	\$ 7,750.00	
202-00828	1	\$ 15,000.00	\$ 15,000.00	
202-01000	4,096	\$ 15.00	\$ 61,440.00	
202-01035	2	\$ 500.00	\$ 1,000.00	
202-04001	1	\$ 1,000.00	\$ 1,000.00	
202-04005	24	\$ 500.00	\$ 12,000.00	
203-00060	52,118	\$ 27.00	\$ 1,407,186.00	
203-01597	1,000	\$ 300.00	\$ 300,000.00	
206-00000	3,432	\$ 50.00	\$ 171,600.00	
206-00065	500	\$ 275.00	\$ 137,500.00	
206-00066	500	\$ 275.00	\$ 137,500.00	
206-00100	1,486	\$ 55.00	\$ 81,730.00	
206-00100	1,129	\$ 55.00	\$ 62,095.00	
206-01781	1	\$ 155,000.00	\$ 155,000.00	

SEMA Construction, Inc.				
COUNTY LINE				
STANDARD (GROUP A)				
Code	Quantity	Price	Total Cost	
201-00000	1	\$ 500,000.00	\$ 500,000.00	
202-00010	4	\$ 640.00	\$ 2,560.00	
202-00155	76	\$ 67.00	\$ 5,092.00	
202-001019	5	\$ 2,000.00	\$ 10,000.00	
202-00029	9	\$ 2,800.00	\$ 25,200.00	
202-00026	414	\$ 12.00	\$ 4,968.00	
202-00033	16	\$ 1,600.00	\$ 25,600.00	
202-00035	1,383	\$ 77.00	\$ 106,491.00	
202-00190	50	\$ 21.00	\$ 1,050.00	
202-00200	892	\$ 13.00	\$ 11,596.00	
202-00203	3,806	\$ 5.50	\$ 20,933.00	
202-00206	80	\$ 55.00	\$ 4,400.00	
202-00220	32,854	\$ 10.00	\$ 328,540.00	
202-00220	11,829	\$ 4.00	\$ 47,316.00	
202-00250	33,850	\$ 1.00	\$ 33,850.00	
202-00810	31	\$ 100.00	\$ 3,100.00	
202-00828	1	\$ 9,100.00	\$ 9,100.00	
202-01000	4,096	\$ 16.00	\$ 65,536.00	
202-01035	2	\$ 220.00	\$ 440.00	
202-04001	1	\$ 2,600.00	\$ 2,600.00	
202-04005	24	\$ 450.00	\$ 10,800.00	
203-00060	52,118	\$ 20.00	\$ 1,042,360.00	
203-01597	1,000	\$ 210.00	\$ 210,000.00	
206-00000	3,432	\$ 20.00	\$ 68,640.00	
206-00065	500	\$ 190.00	\$ 95,000.00	
206-00066	500	\$ 190.00	\$ 95,000.00	
206-00100	1,486	\$ 79.00	\$ 117,394.00	
206-00100	1,129	\$ 57.00	\$ 64,353.00	
206-01781	1	\$ 321,600.00	\$ 321,600.00	

Jalisco International, Inc.				
COUNTY LINE				
STANDARD (GROUP A)				
Code	Quantity	Price	Total Cost	
201-00000	1	\$ 175,000.00	\$ 175,000.00	
202-00010	4	\$ 5,000.00	\$ 20,000.00	
202-00155	76	\$ 17.00	\$ 1,292.00	
202-001019	5	\$ 5,000.00	\$ 25,000.00	
202-00029	9	\$ 3,400.00	\$ 30,600.00	
202-00026	414	\$ 20.00	\$ 8,280.00	
202-00033	16	\$ 4,600.00	\$ 73,600.00	
202-00035	1,383	\$ 137.00	\$ 189,471.00	
202-00190	50	\$ 18.00	\$ 900.00	
202-00200	892	\$ 11.00	\$ 9,812.00	
202-00203	3,806	\$ 9.00	\$ 34,254.00	
202-00206	80	\$ 59.00	\$ 4,720.00	
202-00220	32,854	\$ 13.00	\$ 427,102.00	
202-00220	11,829	\$ 2.50	\$ 29,572.50	
202-00250	33,850	\$ 1.10	\$ 37,235.00	
202-00810	31	\$ 130.00	\$ 4,030.00	
202-00828	1	\$ 9,100.00	\$ 9,100.00	
202-01000	4,096	\$ 16.00	\$ 65,536.00	
202-01035	2	\$ 225.00	\$ 450.00	
202-04001	1	\$ 2,350.00	\$ 2,350.00	
202-04005	24	\$ 950.00	\$ 22,800.00	
203-00060	52,118	\$ 42.00	\$ 2,188,956.00	
203-01597	1,000	\$ 255.00	\$ 255,000.00	
206-00000	3,432	\$ 17.00	\$ 58,344.00	
206-00065	500	\$ 200.00	\$ 100,000.00	
206-00066	500	\$ 160.00	\$ 80,000.00	
206-00100	1,486	\$ 66.00	\$ 98,076.00	
206-00100	1,129	\$ 36.00	\$ 40,644.00	
206-01781	1	\$ 210,000.00	\$ 210,000.00	

HARPER BROTHERS CONSTRUCTION LLC				
COUNTY LINE				
STANDARD (GROUP A)				
Code	Quantity	Price	Total Cost	
201-00000	1	\$ 150,000.00	\$ 150,000.00	
202-00010	4	\$ 1,200.00	\$ 4,800.00	
202-00155	76	\$ 50.00	\$ 3,800.00	
202-001019	5	\$ 600.00	\$ 3,000.00	
202-00029	9	\$ 650.00	\$ 5,850.00	
202-00026	414	\$ 25.00	\$ 10,350.00	
202-00033	16	\$ 1,700.00	\$ 27,200.00	
202-00035	1,383	\$ 75.00	\$ 103,725.00	
202-00190	50	\$ 15.00	\$ 750.00	
202-00200	892	\$ 4.00	\$ 3,568.00	
202-00203	3,806	\$ 3.00	\$ 11,418.00	
202-00206	80	\$ 25.00	\$ 2,000.00	
202-00220	32,854	\$ 9.00	\$ 295,686.00	
202-00220	11,829	\$ 7.00	\$ 82,803.00	
202-00250	33,850	\$ 1.07	\$ 36,219.50	
202-00810	31	\$ 160.84	\$ 4,986.04	
202-00828	1	\$ 8,549.00	\$ 8,549.00	
202-01000	4,096	\$ 7.25	\$ 29,696.00	
202-01035	2	\$ 500.00	\$ 1,000.00	
202-04001	1	\$ 2,000.00	\$ 2,000.00	
202-04005	24	\$ 500.00	\$ 12,000.00	
203-00060	52,118	\$ 35.00	\$ 1,824,130.00	
203-01597	1,000	\$ 211.30	\$ 211,300.00	
206-00000	3,432	\$ 15.00	\$ 51,480.00	
206-00065	500	\$ 200.00	\$ 100,000.00	
206-00066	500	\$ 250.00	\$ 125,000.00	
206-00100	1,486	\$ 35.00	\$ 52,010.00	
206-00100	1,129	\$ 30.00	\$ 33,870.00	
206-01781	1	\$ 165,000.00	\$ 165,000.00	

206-01782	1	\$	135,000.00	\$	135,000.00	206-01782	1	\$	203,800.00	\$	203,800.00	206-01782	1	\$	215,000.00	\$	215,000.00	206-01782	1	\$	165,000.00	\$	165,000.00
207-00700	5,700	\$	30.00	\$	171,000.00	207-00700	5,700	\$	6.00	\$	34,200.00	207-00700	5,700	\$	26.00	\$	148,200.00	207-00700	5,700	\$	23.00	\$	131,100.00
208-00002	8,345	\$	5.50	\$	45,897.50	208-00002	8,345	\$	5.00	\$	41,725.00	208-00002	8,345	\$	7.00	\$	58,415.00	208-00002	8,345	\$	5.55	\$	46,314.75
208-00035	2,087	\$	8.75	\$	18,261.25	208-00035	2,087	\$	8.00	\$	16,696.00	208-00035	2,087	\$	13.00	\$	27,131.00	208-00035	2,087	\$	23.61	\$	49,274.07
208-00041	20	\$	25.00	\$	500.00	208-00041	20	\$	70.00	\$	1,400.00	208-00041	20	\$	490.00	\$	9,800.00	208-00041	20	\$	13.75	\$	275.00
208-00045	6	\$	3,500.00	\$	21,000.00	208-00045	6	\$	1,500.00	\$	9,000.00	208-00045	6	\$	5,860.00	\$	35,160.00	208-00045	6	\$	1,000.00	\$	6,000.00
208-00060	4	\$	2,500.00	\$	10,000.00	208-00060	4	\$	3,900.00	\$	15,600.00	208-00060	4	\$	1,900.00	\$	7,600.00	208-00060	4	\$	5,000.00	\$	20,000.00
208-00075	6	\$	10,000.00	\$	60,000.00	208-00075	6	\$	13,000.00	\$	78,000.00	208-00075	6	\$	8,900.00	\$	53,400.00	208-00075	6	\$	3,600.00	\$	21,600.00
208-00071	362	\$	50.00	\$	18,100.00	208-00071	362	\$	100.00	\$	36,200.00	208-00071	362	\$	120.00	\$	43,440.00	208-00071	362	\$	70.00	\$	25,340.00
208-00106	1,500	\$	100.00	\$	150,000.00	208-00106	1,500	\$	200.00	\$	300,000.00	208-00106	1,500	\$	195.00	\$	292,500.00	208-00106	1,500	\$	275.00	\$	412,500.00
208-00207	720	\$	125.00	\$	90,000.00	208-00207	720	\$	70.00	\$	50,400.00	208-00207	720	\$	320.00	\$	230,400.00	208-00207	720	\$	350.00	\$	252,000.00
208-00521	2	\$	25,000.00	\$	50,000.00	208-00521	2	\$	40,300.00	\$	80,600.00	208-00521	2	\$	10,800.00	\$	21,600.00	208-00521	2	\$	35,000.00	\$	70,000.00
210-00060	7	\$	250.00	\$	1,750.00	210-00060	7	\$	260.00	\$	1,820.00	210-00060	7	\$	1,580.00	\$	11,060.00	210-00060	7	\$	250.00	\$	1,750.00
210-00810	1	\$	2,500.00	\$	2,500.00	210-00810	1	\$	210.00	\$	210.00	210-00810	1	\$	210.00	\$	210.00	210-00810	1	\$	321.69	\$	321.69
210-00811	1	\$	10,000.00	\$	10,000.00	210-00811	1	\$	620.00	\$	620.00	210-00811	1	\$	420.00	\$	420.00	210-00811	1	\$	5,361.43	\$	5,361.43
210-01000	10	\$	325.00	\$	3,250.00	210-01000	10	\$	280.00	\$	2,800.00	210-01000	10	\$	280.00	\$	2,800.00	210-01000	10	\$	100.00	\$	1,000.00
210-01002	370	\$	42.00	\$	15,540.00	210-01002	370	\$	36.00	\$	13,320.00	210-01002	370	\$	36.00	\$	13,320.00	210-01002	370	\$	22.25	\$	8,232.50
210-01720	6	\$	1,000.00	\$	6,000.00	210-01720	6	\$	1,900.00	\$	11,400.00	210-01720	6	\$	3,160.00	\$	18,960.00	210-01720	6	\$	2,587.64	\$	15,525.84
210-02900	11	\$	500.00	\$	5,500.00	210-02900	11	\$	120.00	\$	1,320.00	210-02900	11	\$	210.00	\$	2,310.00	210-02900	11	\$	600.00	\$	6,600.00
210-04010	34	\$	1,500.00	\$	51,000.00	210-04010	34	\$	1,200.00	\$	40,800.00	210-04010	34	\$	600.00	\$	20,400.00	210-04010	34	\$	334.86	\$	11,385.24
210-04020	2	\$	4,500.00	\$	9,000.00	210-04020	2	\$	4,200.00	\$	8,400.00	210-04020	2	\$	7,300.00	\$	14,600.00	210-04020	2	\$	4,500.00	\$	9,000.00
210-04015	1	\$	5,000.00	\$	5,000.00	210-04015	1	\$	4,200.00	\$	4,200.00	210-04015	1	\$	7,300.00	\$	7,300.00	210-04015	1	\$	4,500.00	\$	4,500.00
210-04050	24	\$	500.00	\$	12,000.00	210-04050	24	\$	790.00	\$	18,960.00	210-04050	24	\$	325.00	\$	7,800.00	210-04050	24	\$	256.27	\$	6,150.48
211-03005	1	\$	75,000.00	\$	75,000.00	211-03005	1	\$	200,000.00	\$	200,000.00	211-03005	1	\$	37,000.00	\$	37,000.00	211-03005	1	\$	50,000.00	\$	50,000.00
212-00050	53,100	\$	1.50	\$	79,650.00	212-00050	53,100	\$	1.30	\$	69,030.00	212-00050	53,100	\$	1.00	\$	53,100.00	212-00050	53,100	\$	1.44	\$	76,464.00
212-00700	840	\$	1.00	\$	840.00	212-00700	840	\$	0.75	\$	630.00	212-00700	840	\$	1.50	\$	1,260.00	212-00700	840	\$	0.90	\$	756.00
212-00701	182	\$	90.00	\$	16,380.00	212-00701	182	\$	79.00	\$	14,378.00	212-00701	182	\$	59.00	\$	10,738.00	212-00701	182	\$	47.54	\$	8,652.28
212-00703	420	\$	1.50	\$	630.00	212-00703	420	\$	1.10	\$	462.00	212-00703	420	\$	1.50	\$	630.00	212-00703	420	\$	0.69	\$	289.80
212-00704	22	\$	15.00	\$	330.00	212-00704	22	\$	13.00	\$	286.00	212-00704	22	\$	23.00	\$	506.00	212-00704	22	\$	10.56	\$	232.32
212-00706	10	\$	825.00	\$	8,085.00	212-00706	10	\$	730.00	\$	7,154.00	212-00706	10	\$	1,790.00	\$	17,542.00	212-00706	10	\$	633.87	\$	6,211.93
213-00003	10	\$	1,100.00	\$	10,780.00	213-00003	10	\$	970.00	\$	9,506.00	213-00003	10	\$	1,790.00	\$	17,542.00	213-00003	10	\$	900.09	\$	8,820.88
213-00008	1,365	\$	7.00	\$	9,555.00	213-00008	1,365	\$	6.00	\$	8,190.00	213-00008	1,365	\$	6.25	\$	8,531.25	213-00008	1,365	\$	5.73	\$	7,821.45
213-00061	1,960	\$	3.50	\$	6,860.00	213-00061	1,960	\$	3.00	\$	5,880.00	213-00061	1,960	\$	3.25	\$	6,370.00	213-00061	1,960	\$	3.43	\$	6,722.80
214-01420	288	\$	55.00	\$	15,840.00	214-01420	288	\$	45.00	\$	12,960.00	214-01420	288	\$	23.00	\$	6,624.00	214-01420	288	\$	31.60	\$	9,100.80
214-01421	9	\$	255.00	\$	2,295.00	214-01421	9	\$	220.00	\$	1,980.00	214-01421	9	\$	68.00	\$	612.00	214-01421	9	\$	210.00	\$	1,890.00
216-00041	14,835	\$	6.50	\$	96,427.50	216-00041	14,835	\$	5.50	\$	81,592.50	216-00041	14,835	\$	3.00	\$	44,505.00	216-00041	14,835	\$	3.75	\$	55,631.25
217-00020	40	\$	250.00	\$	10,000.00	217-00020	40	\$	190.00	\$	7,600.00	217-00020	40	\$	290.00	\$	11,600.00	217-00020	40	\$	343.34	\$	13,733.60
240-00000	16	\$	250.00	\$	4,000.00	240-00000	16	\$	200.00	\$	3,200.00	240-00000	16	\$	125.00	\$	2,000.00	240-00000	16	\$	150.00	\$	2,400.00
240-00010	16	\$	300.00	\$	4,800.00	240-00010	16	\$	200.00	\$	3,200.00	240-00010	16	\$	135.00	\$	2,160.00	240-00010	16	\$	150.00	\$	2,400.00
240-0002	50	\$	250.00	\$	12,500.00	240-0002	50	\$	38.00	\$	1,900.00	240-0002	50	\$	21.50	\$	1,075.00	240-0002	50	\$	10.00	\$	500.00



304-06007	15,859	\$	37.00	\$	586,783.00	304-06007	15,859	\$	53.00	\$	840,527.00	304-06007	15,859	\$	64.50	\$	1,022,905.50	304-06007	15,859	\$	60.00	\$	951,540.00
403-00720	253	\$	255.00	\$	64,515.00	403-00720	253	\$	280.00	\$	70,840.00	403-00720	253	\$	210.00	\$	53,130.00	403-00720	253	\$	168.74	\$	42,691.22
403-09221	6,910	\$	167.00	\$	1,153,970.00	403-09221	6,910	\$	140.00	\$	967,400.00	403-09221	6,910	\$	165.00	\$	1,140,150.00	403-09221	6,910	\$	161.40	\$	1,115,274.00
403-33741	11,537	\$	108.00	\$	1,245,996.00	403-33741	11,537	\$	100.00	\$	1,153,700.00	403-33741	11,537	\$	96.00	\$	1,107,552.00	403-33741	11,537	\$	93.57	\$	1,079,517.09
411-10255	7,628	\$	6.00	\$	45,768.00	411-10255	7,628	\$	4.50	\$	34,326.00	411-10255	7,628	\$	5.50	\$	41,954.00	411-10255	7,628	\$	5.40	\$	41,191.20
412-00600	42	\$	150.00	\$	6,300.00	412-00600	42	\$	220.00	\$	9,240.00	412-00600	42	\$	145.00	\$	6,090.00	412-00600	42	\$	206.58	\$	8,676.36
420-00102	810	\$	6.00	\$	4,860.00	420-00102	810	\$	3.90	\$	3,159.00	420-00102	810	\$	5.00	\$	4,050.00	420-00102	810	\$	2.65	\$	2,146.50
420-00520	46,238	\$	6.00	\$	277,428.00	420-00520	46,238	\$	6.50	\$	300,547.00	420-00520	46,238	\$	6.00	\$	277,428.00	420-00520	46,238	\$	6.00	\$	277,428.00
503-00018	2,328	\$	105.00	\$	244,440.00	503-00018	2,328	\$	110.00	\$	256,080.00	503-00018	2,328	\$	145.00	\$	337,560.00	503-00018	2,328	\$	195.00	\$	453,960.00
503-00024	3,822	\$	150.00	\$	573,300.00	503-00024	3,822	\$	160.00	\$	611,520.00	503-00024	3,822	\$	215.00	\$	821,730.00	503-00024	3,822	\$	250.00	\$	955,500.00
503-00036	55	\$	900.00	\$	49,500.00	503-00036	55	\$	590.00	\$	32,450.00	503-00036	55	\$	585.00	\$	32,175.00	503-00036	55	\$	548.00	\$	30,140.00
503-00042	110	\$	1,000.00	\$	110,000.00	503-00042	110	\$	600.00	\$	66,000.00	503-00042	110	\$	590.00	\$	64,900.00	503-00042	110	\$	556.00	\$	61,160.00
506-00212	10	\$	250.00	\$	2,500.00	506-00212	10	\$	270.00	\$	2,700.00	506-00212	10	\$	295.00	\$	2,950.00	506-00212	10	\$	650.00	\$	6,500.00
506-00409	312	\$	200.00	\$	62,400.00	506-00409	312	\$	140.00	\$	43,680.00	506-00409	312	\$	195.00	\$	60,840.00	506-00409	312	\$	190.00	\$	59,280.00
518-00106	26	\$	75.00	\$	1,950.00	518-00106	26	\$	41.00	\$	1,066.00	518-00106	26	\$	30.00	\$	780.00	518-00106	26	\$	1,070.67	\$	27,837.42
601-10000	13	\$	1,500.00	\$	19,500.00	601-10000	13	\$	2,200.00	\$	28,600.00	601-10000	13	\$	2,000.00	\$	26,000.00	601-10000	13	\$	2,500.00	\$	32,500.00
601-03050	1,305	\$	1,150.00	\$	1,500,750.00	601-03050	1,305	\$	1,200.00	\$	1,566,000.00	601-03050	1,305	\$	1,350.00	\$	1,761,750.00	601-03050	1,305	\$	1,400.00	\$	1,827,000.00
601-40010	40,501	\$	45.00	\$	1,822,545.00	601-40010	40,501	\$	48.00	\$	1,944,048.00	601-40010	40,501	\$	50.00	\$	2,025,050.00	601-40010	40,501	\$	45.31	\$	1,835,100.31
601-40302	87,060	\$	3.50	\$	304,710.00	601-40302	87,060	\$	1.50	\$	130,590.00	601-40302	87,060	\$	1.90	\$	165,414.00	601-40302	87,060	\$	1.30	\$	113,178.00
601-40400	2,803	\$	10.00	\$	28,030.00	601-40400	2,803	\$	15.00	\$	42,045.00	601-40400	2,803	\$	14.00	\$	39,242.00	601-40400	2,803	\$	9.23	\$	25,871.69
602-00000	155,645	\$	2.05	\$	319,072.25	602-00000	155,645	\$	1.87	\$	291,056.15	602-00000	155,645	\$	1.25	\$	194,556.25	602-00000	155,645	\$	1.00	\$	155,645.00
603-01185	3,620	\$	90.00	\$	325,800.00	603-01185	3,620	\$	120.00	\$	434,400.00	603-01185	3,620	\$	125.00	\$	452,500.00	603-01185	3,620	\$	140.00	\$	506,800.00
603-01245	2,822	\$	114.00	\$	321,708.00	603-01245	2,822	\$	150.00	\$	423,300.00	603-01245	2,822	\$	155.00	\$	437,410.00	603-01245	2,822	\$	250.00	\$	705,500.00
603-01365	51	\$	190.00	\$	9,690.00	603-01365	51	\$	330.00	\$	16,830.00	603-01365	51	\$	310.00	\$	15,810.00	603-01365	51	\$	500.00	\$	25,500.00
603-01485	329	\$	275.00	\$	90,475.00	603-01485	329	\$	330.00	\$	108,570.00	603-01485	329	\$	350.00	\$	115,150.00	603-01485	329	\$	570.00	\$	187,530.00
603-02185	114	\$	150.00	\$	17,100.00	603-02185	114	\$	200.00	\$	22,800.00	603-02185	114	\$	185.00	\$	21,090.00	603-02185	114	\$	280.00	\$	31,920.00
603-05118	3	\$	4,500.00	\$	13,500.00	603-05118	3	\$	4,000.00	\$	12,000.00	603-05118	3	\$	5,775.00	\$	17,325.00	603-05118	3	\$	6,000.00	\$	18,000.00
604-00305	3	\$	8,000.00	\$	24,000.00	604-00305	3	\$	12,500.00	\$	37,500.00	604-00305	3	\$	9,225.00	\$	27,675.00	604-00305	3	\$	6,500.00	\$	19,500.00
604-00515	1	\$	15,000.00	\$	15,000.00	604-00515	1	\$	21,600.00	\$	21,600.00	604-00515	1	\$	16,150.00	\$	16,150.00	604-00515	1	\$	14,000.00	\$	14,000.00
604-00550	2	\$	48,000.00	\$	96,000.00	604-00550	2	\$	28,800.00	\$	57,600.00	604-00550	2	\$	23,500.00	\$	47,000.00	604-00550	2	\$	45,000.00	\$	90,000.00
604-16010	1	\$	8,500.00	\$	8,500.00	604-16010	1	\$	18,000.00	\$	18,000.00	604-16010	1	\$	17,000.00	\$	17,000.00	604-16010	1	\$	15,000.00	\$	15,000.00
604-16515	1	\$	21,000.00	\$	21,000.00	604-16515	1	\$	22,300.00	\$	22,300.00	604-16515	1	\$	24,400.00	\$	24,400.00	604-16515	1	\$	35,000.00	\$	35,000.00
604-19105	5	\$	8,500.00	\$	42,500.00	604-19105	5	\$	11,800.00	\$	59,000.00	604-19105	5	\$	12,300.00	\$	61,500.00	604-19105	5	\$	11,000.00	\$	55,000.00

604-19110	10	\$	10,500.00	\$	105,000.00	604-19110	10	\$	13,400.00	\$	134,000.00	604-19110	10	\$	13,800.00	\$	138,000.00	604-19110	10	\$	18,000.00	\$	180,000.00
604-19115	3	\$	14,500.00	\$	43,500.00	604-19115	3	\$	14,700.00	\$	44,100.00	604-19115	3	\$	15,500.00	\$	46,500.00	604-19115	3	\$	35,000.00	\$	105,000.00
604-19205	2	\$	14,500.00	\$	29,000.00	604-19205	2	\$	15,500.00	\$	31,000.00	604-19205	2	\$	16,900.00	\$	33,800.00	604-19205	2	\$	20,000.00	\$	40,000.00
604-19210	3	\$	17,500.00	\$	52,500.00	604-19210	3	\$	17,700.00	\$	53,100.00	604-19210	3	\$	19,100.00	\$	57,300.00	604-19210	3	\$	20,000.00	\$	60,000.00
604-19215	2	\$	22,500.00	\$	45,000.00	604-19215	2	\$	20,800.00	\$	41,600.00	604-19215	2	\$	22,500.00	\$	45,000.00	604-19215	2	\$	35,000.00	\$	70,000.00
604-19310	1	\$	22,500.00	\$	22,500.00	604-19310	1	\$	24,600.00	\$	24,600.00	604-19310	1	\$	25,930.00	\$	25,930.00	604-19310	1	\$	34,000.00	\$	34,000.00
604-3000	7	\$	8,000.00	\$	56,000.00	604-3000	7	\$	6,100.00	\$	42,700.00	604-3000	7	\$	17,900.00	\$	125,300.00	604-3000	7	\$	7,500.00	\$	52,500.00
604-30005	1	\$	7,500.00	\$	7,500.00	604-30005	1	\$	9,200.00	\$	9,200.00	604-30005	1	\$	6,600.00	\$	6,600.00	604-30005	1	\$	7,500.00	\$	7,500.00
604-31010	2	\$	9,000.00	\$	18,000.00	604-31010	2	\$	10,600.00	\$	21,200.00	604-31010	2	\$	8,600.00	\$	17,200.00	604-31010	2	\$	10,000.00	\$	20,000.00
604-30015	4	\$	12,000.00	\$	48,000.00	604-30015	4	\$	12,100.00	\$	48,400.00	604-30015	4	\$	10,250.00	\$	41,000.00	604-30015	4	\$	15,000.00	\$	60,000.00
604-31010	1	\$	15,000.00	\$	15,000.00	604-31010	1	\$	23,400.00	\$	23,400.00	604-31010	1	\$	17,500.00	\$	17,500.00	604-31010	1	\$	20,000.00	\$	20,000.00
604-31020	1	\$	18,500.00	\$	18,500.00	604-31020	1	\$	27,500.00	\$	27,500.00	604-31020	1	\$	22,800.00	\$	22,800.00	604-31020	1	\$	30,000.00	\$	30,000.00
605-83002	104	\$	40.00	\$	4,160.00	605-83002	104	\$	76.00	\$	7,904.00	605-83002	104	\$	40.00	\$	4,160.00	605-83002	104	\$	120.00	\$	12,480.00
607-11440	24	\$	285.00	\$	6,840.00	607-11440	24	\$	250.00	\$	6,000.00	607-11440	24	\$	250.00	\$	6,000.00	607-11440	24	\$	80.00	\$	1,920.00
607-11460	432	\$	68.00	\$	29,376.00	607-11460	432	\$	59.00	\$	25,488.00	607-11460	432	\$	59.00	\$	25,488.00	607-11460	432	\$	34.25	\$	14,796.00
607-53148	2,592	\$	16.00	\$	41,472.00	607-53148	2,592	\$	14.00	\$	36,288.00	607-53148	2,592	\$	14.00	\$	36,288.00	607-53148	2,592	\$	32.50	\$	84,240.00
607-11525	11,570	\$	3.50	\$	40,495.00	607-11525	11,570	\$	4.20	\$	48,594.00	607-11525	11,570	\$	2.25	\$	26,032.50	607-11525	11,570	\$	3.10	\$	35,867.00
607-60007	28	\$	2,000.00	\$	56,000.00	607-60007	28	\$	1,700.00	\$	47,600.00	607-60007	28	\$	1,750.00	\$	49,000.00	607-60007	28	\$	4,850.00	\$	135,800.00
607-60333	1	\$	7,000.00	\$	7,000.00	607-60333	1	\$	6,100.00	\$	6,100.00	607-60333	1	\$	6,185.00	\$	6,185.00	607-60333	1	\$	735.00	\$	735.00
608-00006	11,760	\$	90.00	\$	1,058,400.00	608-00006	11,760	\$	70.00	\$	823,200.00	608-00006	11,760	\$	86.00	\$	1,011,360.00	608-00006	11,760	\$	65.00	\$	764,400.00
608-0010	302	\$	228.00	\$	68,856.00	608-0010	302	\$	180.00	\$	54,360.00	608-0010	302	\$	260.00	\$	78,520.00	608-0010	302	\$	160.00	\$	48,320.00
609-21010	102	\$	56.00	\$	5,712.00	609-21010	102	\$	96.00	\$	9,792.00	609-21010	102	\$	49.00	\$	4,998.00	609-21010	102	\$	85.00	\$	8,670.00
609-21011	9,974	\$	38.00	\$	379,012.00	609-21011	9,974	\$	23.00	\$	229,402.00	609-21011	9,974	\$	31.00	\$	309,194.00	609-21011	9,974	\$	20.00	\$	199,480.00
609-21020	1,110	\$	42.25	\$	46,897.50	609-21020	1,110	\$	27.00	\$	29,970.00	609-21020	1,110	\$	53.00	\$	58,830.00	609-21020	1,110	\$	25.00	\$	27,750.00
609-21021	11,885	\$	37.50	\$	445,687.50	609-21021	11,885	\$	24.00	\$	285,240.00	609-21021	11,885	\$	34.00	\$	404,090.00	609-21021	11,885	\$	22.00	\$	261,470.00
609-23000	529	\$	115.00	\$	60,835.00	609-23000	529	\$	100.00	\$	52,900.00	609-23000	529	\$	105.00	\$	55,545.00	609-23000	529	\$	3.00	\$	1,587.00
609-24003	1,845	\$	42.50	\$	78,412.50	609-24003	1,845	\$	35.00	\$	64,575.00	609-24003	1,845	\$	56.00	\$	103,320.00	609-24003	1,845	\$	35.00	\$	64,575.00
609-24008	26	\$	165.00	\$	4,290.00	609-24008	26	\$	310.00	\$	8,060.00	609-24008	26	\$	285.00	\$	7,410.00	609-24008	26	\$	280.00	\$	7,280.00
610-00020	19,337	\$	23.00	\$	444,751.00	610-00020	19,337	\$	15.00	\$	290,055.00	610-00020	19,337	\$	15.00	\$	290,055.00	610-00020	19,337	\$	16.00	\$	309,392.00
610-00030	59,566	\$	19.00	\$	1,131,754.00	610-00030	59,566	\$	8.50	\$	506,311.00	610-00030	59,566	\$	12.00	\$	714,792.00	610-00030	59,566	\$	10.00	\$	595,660.00
610-00001	48	\$	75.00	\$	3,600.00	610-00001	48	\$	40.00	\$	1,920.00	610-00001	48	\$	41.00	\$	1,968.00	610-00001	48	\$	69.70	\$	3,345.60
610-00002	58	\$	100.00	\$	5,800.00	610-00002	58	\$	43.00	\$	2,494.00	610-00002	58	\$	43.00	\$	2,494.00	610-00002	58	\$	69.70	\$	4,042.60
610-00004	2	\$	150.00	\$	300.00	610-00004	2	\$	45.00	\$	90.00	610-00004	2	\$	32.00	\$	64.00	610-00004	2	\$	69.70	\$	139.40
612-1500	20	\$	100.00	\$	2,000.00	612-1500	20	\$	190.00	\$	3,800.00	612-1500	20	\$	190.00	\$	3,800.00	612-1500	20	\$	179.00	\$	3,580.00
613-01200	920	\$	28.00	\$	25,760.00	613-01200	920	\$	29.00	\$	26,680.00	613-01200	920	\$	29.00	\$	26,680.00	613-01200	920	\$	27.00	\$	24,840.00
613-01300	510	\$	29.50	\$	15,045.00	613-01300	510	\$	32.00	\$	16,320.00	613-01300	510	\$	31.00	\$	15,810.00	613-01300	510	\$	29.50	\$	15,045.00
613-00206	9,020	\$	29.00	\$	261,580.00	613-00206	9,020	\$	25.00	\$	225,500.00	613-00206	9,020	\$	25.25	\$	227,755.00	613-00206	9,020	\$	23.75	\$	214,225.00

613-00306	1,130	\$	31.50	\$	35,595.00	613-00306	1,130	\$	29.00	\$	32,770.00	613-00306	1,130	\$	28.50	\$	32,205.00	613-00306	1,130	\$	26.75	\$	30,227.50
613-07006	2	\$	2,100.00	\$	4,200.00	613-07006	2	\$	1,600.00	\$	3,200.00	613-07006	2	\$	1,560.00	\$	3,120.00	613-07006	2	\$	1,469.00	\$	2,938.00
613-07007	17	\$	2,800.00	\$	47,600.00	613-07007	17	\$	1,900.00	\$	32,300.00	613-07007	17	\$	1,900.00	\$	32,300.00	613-07007	17	\$	1,799.00	\$	30,583.00
613-07008	5	\$	3,600.00	\$	18,000.00	613-07008	5	\$	1,250.00	\$	6,250.00	613-07008	5	\$	2,890.00	\$	14,450.00	613-07008	5	\$	2,718.00	\$	13,590.00
613-07034	2	\$	2,900.00	\$	5,800.00	613-07034	2	\$	2,600.00	\$	5,200.00	613-07034	2	\$	2,600.00	\$	5,200.00	613-07034	2	\$	2,452.00	\$	4,904.00
613-13000	9	\$	1,500.00	\$	13,500.00	613-13000	9	\$	1,200.00	\$	10,800.00	613-13000	9	\$	1,240.00	\$	11,160.00	613-13000	9	\$	1,164.00	\$	10,476.00
613-50109	2	\$	15,600.00	\$	31,200.00	613-50109	2	\$	4,700.00	\$	9,400.00	613-50109	2	\$	4,675.00	\$	9,350.00	613-50109	2	\$	4,392.00	\$	8,784.00
614-00011	221	\$	145.00	\$	32,045.00	614-00011	221	\$	29.00	\$	6,409.00	614-00011	221	\$	30.00	\$	6,630.00	614-00011	221	\$	33.34	\$	7,368.14
614-00012	110	\$	132.00	\$	14,520.00	614-00012	110	\$	37.00	\$	4,070.00	614-00012	110	\$	38.00	\$	4,180.00	614-00012	110	\$	53.34	\$	5,867.40
614-00216	314	\$	75.00	\$	23,550.00	614-00216	314	\$	19.00	\$	5,966.00	614-00216	314	\$	19.00	\$	5,966.00	614-00216	314	\$	53.34	\$	16,748.76
614-010160	15	\$	312.00	\$	4,680.00	614-010160	15	\$	290.00	\$	4,350.00	614-010160	15	\$	285.00	\$	4,275.00	614-010160	15	\$	267.00	\$	4,005.00
614-70150	12	\$	1,200.00	\$	14,400.00	614-70150	12	\$	780.00	\$	9,360.00	614-70150	12	\$	770.00	\$	9,240.00	614-70150	12	\$	725.00	\$	8,700.00
614-70336	22	\$	1,800.00	\$	39,600.00	614-70336	22	\$	1,100.00	\$	24,200.00	614-70336	22	\$	1,100.00	\$	24,200.00	614-70336	22	\$	1,038.00	\$	22,836.00
614-70448	6	\$	2,160.00	\$	12,960.00	614-70448	6	\$	1,400.00	\$	8,400.00	614-70448	6	\$	1,400.00	\$	8,400.00	614-70448	6	\$	1,316.00	\$	7,896.00
614-72855	2	\$	52,000.00	\$	104,000.00	614-72855	2	\$	31,300.00	\$	62,600.00	614-72855	2	\$	31,145.00	\$	62,290.00	614-72855	2	\$	29,278.00	\$	58,556.00
614-72860	12	\$	2,650.00	\$	31,800.00	614-72860	12	\$	2,300.00	\$	27,600.00	614-72860	12	\$	2,260.00	\$	27,120.00	614-72860	12	\$	2,131.00	\$	25,572.00
614-72863	6	\$	2,800.00	\$	16,800.00	614-72863	6	\$	1,400.00	\$	8,400.00	614-72863	6	\$	1,380.00	\$	8,280.00	614-72863	6	\$	1,296.00	\$	7,776.00
614-72866	2	\$	10,500.00	\$	21,000.00	614-72866	2	\$	14,000.00	\$	28,000.00	614-72866	2	\$	13,800.00	\$	27,600.00	614-72866	2	\$	13,039.00	\$	26,078.00
614-71887	2	\$	41,000.00	\$	82,000.00	614-71887	2	\$	62,300.00	\$	124,600.00	614-71887	2	\$	61,900.00	\$	123,800.00	614-71887	2	\$	58,226.00	\$	116,452.00
614-81000	1	\$	10,500.00	\$	10,500.00	614-81000	1	\$	9,500.00	\$	9,500.00	614-81000	1	\$	9,475.00	\$	9,475.00	614-81000	1	\$	8,902.00	\$	8,902.00
614-81125	1	\$	39,600.00	\$	39,600.00	614-81125	1	\$	34,600.00	\$	34,600.00	614-81125	1	\$	34,300.00	\$	34,300.00	614-81125	1	\$	32,311.00	\$	32,311.00
614-81130	1	\$	38,400.00	\$	38,400.00	614-81130	1	\$	32,900.00	\$	32,900.00	614-81130	1	\$	32,700.00	\$	32,700.00	614-81130	1	\$	30,717.00	\$	30,717.00
614-81135	1	\$	41,400.00	\$	41,400.00	614-81135	1	\$	36,800.00	\$	36,800.00	614-81135	1	\$	36,600.00	\$	36,600.00	614-81135	1	\$	34,377.00	\$	34,377.00
614-81145	2	\$	43,200.00	\$	86,400.00	614-81145	2	\$	38,200.00	\$	76,400.00	614-81145	2	\$	38,000.00	\$	76,000.00	614-81145	2	\$	35,736.00	\$	71,472.00
614-81150	1	\$	55,800.00	\$	55,800.00	614-81150	1	\$	50,200.00	\$	50,200.00	614-81150	1	\$	49,800.00	\$	49,800.00	614-81150	1	\$	46,893.00	\$	46,893.00
614-81155	1	\$	56,500.00	\$	56,500.00	614-81155	1	\$	50,500.00	\$	50,500.00	614-81155	1	\$	50,250.00	\$	50,250.00	614-81155	1	\$	47,212.00	\$	47,212.00
614-86248	2	\$	10,800.00	\$	21,600.00	614-86248	2	\$	6,200.00	\$	12,400.00	614-86248	2	\$	6,150.00	\$	12,300.00	614-86248	2	\$	5,786.00	\$	11,572.00
614-86800	2	\$	15,000.00	\$	30,000.00	614-86800	2	\$	8,900.00	\$	17,800.00	614-86800	2	\$	8,845.00	\$	17,690.00	614-86800	2	\$	8,311.00	\$	16,622.00
614-87333	2	\$	7,500.00	\$	15,000.00	614-87333	2	\$	5,400.00	\$	10,800.00	614-87333	2	\$	5,385.00	\$	10,770.00	614-87333	2	\$	5,059.00	\$	10,118.00
614-87412	410	\$	22.00	\$	9,020.00	614-87412	410	\$	1,500.00	\$	615,000.00	614-87412	410	\$	15.00	\$	6,150.00	614-87412	410	\$	15.00	\$	6,150.00

614-87472	10,800	\$	4.50	\$	48,600.00	614-87472	10,800	\$	3.80	\$	41,040.00	614-87472	10,800	\$	3.75	\$	40,500.00	614-87472	10,800	\$	3.50	\$	37,800.00
614-87690	2	\$	9,600.00	\$	19,200.00	614-87690	2	\$	2,000.00	\$	4,000.00	614-87690	2	\$	2,040.00	\$	4,080.00	614-87690	2	\$	1,915.00	\$	3,830.00
619-00006	1	\$	15,000.00	\$	15,000.00	619-00006	1	\$	5,500.00	\$	5,500.00	619-00006	1	\$	4,130.00	\$	4,130.00	619-00006	1	\$	15,000.00	\$	15,000.00
619-00007	3	\$	15,000.00	\$	45,000.00	619-00007	3	\$	5,500.00	\$	16,500.00	619-00007	3	\$	26,300.00	\$	78,900.00	619-00007	3	\$	15,000.00	\$	45,000.00
619-00004	3	\$	1,500.00	\$	4,500.00	619-00004	3	\$	3,100.00	\$	9,300.00	619-00004	3	\$	2,845.00	\$	8,535.00	619-00004	3	\$	15,000.00	\$	45,000.00
619-10240	1,323	\$	465.00	\$	615,195.00	619-10240	1,323	\$	460.00	\$	608,580.00	619-10240	1,323	\$	465.00	\$	615,195.00	619-10240	1,323	\$	600.00	\$	793,800.00
619-75096	2	\$	8,500.00	\$	17,000.00	619-75096	2	\$	14,600.00	\$	29,200.00	619-75096	2	\$	8,430.00	\$	16,860.00	619-75096	2	\$	6,500.00	\$	13,000.00
619-76192	1	\$	35,000.00	\$	35,000.00	619-76192	1	\$	70,500.00	\$	70,500.00	619-76192	1	\$	73,700.00	\$	73,700.00	619-76192	1	\$	7,500.00	\$	7,500.00
619-80000	1	\$	45,000.00	\$	45,000.00	619-80000	1	\$	15,300.00	\$	15,300.00	619-80000	1	\$	31,600.00	\$	31,600.00	619-80000	1	\$	25,000.00	\$	25,000.00
620-00002	1	\$	150,000.00	\$	150,000.00	620-00002	1	\$	40,000.00	\$	40,000.00	620-00002	1	\$	145,000.00	\$	145,000.00	620-00002	1	\$	300,000.00	\$	300,000.00
620-00020	2	\$	10,000.00	\$	20,000.00	620-00020	2	\$	4,400.00	\$	8,800.00	620-00020	2	\$	5,300.00	\$	10,600.00	620-00020	2	\$	15,000.00	\$	30,000.00
621-00450	10,365	\$	65.00	\$	673,725.00	621-00450	10,365	\$	45.00	\$	466,425.00	621-00450	10,365	\$	75.00	\$	777,375.00	621-00450	10,365	\$	32.82	\$	340,179.30
625-00000	1	\$	150,000.00	\$	150,000.00	625-00000	1	\$	500,000.00	\$	500,000.00	625-00000	1	\$	225,000.00	\$	225,000.00	625-00000	1	\$	213,401.16	\$	213,401.16
625-00001	80	\$	250.00	\$	20,000.00	625-00001	80	\$	150.00	\$	12,000.00	625-00001	80	\$	170.00	\$	13,600.00	625-00001	80	\$	160.00	\$	12,800.00
626-00000	1	\$	1,800,000.00	\$	1,800,000.00	626-00000	1	\$	2,927,500.00	\$	2,927,500.00	626-00000	1	\$	1,300,000.00	\$	1,300,000.00	626-00000	1	\$	3,058,000.00	\$	3,058,000.00
626-01102	616	\$	150.00	\$	92,400.00	626-01102	616	\$	72.00	\$	44,352.00	626-01102	616	\$	105.00	\$	64,680.00	626-01102	616	\$	160.00	\$	98,560.00
627-00009	174	\$	210.00	\$	36,540.00	627-00009	174	\$	180.00	\$	31,320.00	627-00009	174	\$	180.00	\$	31,320.00	627-00009	174	\$	187.65	\$	32,651.10
627-00013	313	\$	75.00	\$	23,475.00	627-00013	313	\$	62.00	\$	19,406.00	627-00013	313	\$	63.00	\$	19,719.00	627-00013	313	\$	64.34	\$	20,138.42
627-30323	645	\$	45.00	\$	29,025.00	627-30323	645	\$	36.00	\$	23,220.00	627-30323	645	\$	37.00	\$	23,865.00	627-30323	645	\$	37.53	\$	24,206.85
627-30328	140	\$	25.00	\$	3,500.00	627-30328	140	\$	21.00	\$	2,940.00	627-30328	140	\$	21.00	\$	2,940.00	627-30328	140	\$	21.45	\$	3,003.00
629-01001	9	\$	1,500.00	\$	13,500.00	629-01001	9	\$	260.00	\$	2,340.00	629-01001	9	\$	325.00	\$	2,925.00	629-01001	9	\$	2,500.00	\$	22,500.00
629-01006	9	\$	2,500.00	\$	22,500.00	629-01006	9	\$	520.00	\$	4,680.00	629-01006	9	\$	375.00	\$	3,375.00	629-01006	9	\$	2,500.00	\$	22,500.00
630-00000	5,000	\$	51.00	\$	255,000.00	630-00000	5,000	\$	48.00	\$	240,000.00	630-00000	5,000	\$	38.00	\$	190,000.00	630-00000	5,000	\$	40.00	\$	200,000.00
630-00003	200	\$	145.00	\$	29,000.00	630-00003	200	\$	170.00	\$	34,000.00	630-00003	200	\$	105.00	\$	21,000.00	630-00003	200	\$	145.00	\$	29,000.00
630-00006	200	\$	55.00	\$	11,000.00	630-00006	200	\$	47.00	\$	9,400.00	630-00006	200	\$	105.00	\$	21,000.00	630-00006	200	\$	32.00	\$	6,400.00
630-00007	209	\$	350.00	\$	73,150.00	630-00007	209	\$	360.00	\$	75,240.00	630-00007	209	\$	420.00	\$	87,780.00	630-00007	209	\$	295.00	\$	61,655.00
630-00012	521	\$	1,200.00	\$	625,200.00	630-00012	521	\$	1,300.00	\$	677,300.00	630-00012	521	\$	1,320.00	\$	687,720.00	630-00012	521	\$	1,600.00	\$	833,600.00
630-80341	56	\$	60.00	\$	3,360.00	630-80341	56	\$	93.00	\$	5,208.00	630-80341	56	\$	95.00	\$	5,320.00	630-80341	56	\$	150.12	\$	8,406.72
630-80342	68	\$	75.00	\$	5,100.00	630-80342	68	\$	99.00	\$	6,732.00	630-80342	68	\$	95.00	\$	6,460.00	630-80342	68	\$	171.57	\$	11,666.76
630-80344	112	\$	30.00	\$	3,360.00	630-80344	112	\$	57.00	\$	6,384.00	630-80344	112	\$	26.00	\$	2,912.00	630-80344	112	\$	37.53	\$	4,203.36
630-80359	5	\$	45,000.00	\$	225,000.00	630-80359	5	\$	340.00	\$	1,700.00	630-80359	5	\$	8,950.00	\$	44,750.00	630-80359	5	\$	16,352.36	\$	81,761.80

630-80358	2	\$	22,000.00	\$	44,000.00
630-80360	330	\$	100.00	\$	33,000.00
630-80370	10,186	\$	50.00	\$	509,300.00
630-80380	300	\$	25.00	\$	7,500.00
630-85010	6	\$	12,500.00	\$	75,000.00
630-86801	1	\$	155,000.00	\$	155,000.00
613-10000	1	\$	67,500.00	\$	67,500.00
614-08350	1	\$	7,500.00	\$	7,500.00
619-50960	52	\$	350.00	\$	18,200.00
\$			25,364,597.50		
FORCE ACCOUNT (GROUP A - F/A)					
Code	Quantity	Price	Total Cost		
700		\$ 3,000,000.00	\$ 3,000,000.00		
700		\$ 40,000.00	\$ 40,000.00		
700		\$ 10,000.00	\$ 10,000.00		
700		\$ 70,000.00	\$ 70,000.00		
700		\$ 20,000.00	\$ 20,000.00		
700		\$ 250,000.00	\$ 250,000.00		
700		\$ 100,000.00	\$ 100,000.00		
700		\$ 5,000.00	\$ 5,000.00		
700		\$ 5,000.00	\$ 5,000.00		
\$			3,500,000.00		
STANDARD (GROUP B)					
Code	Quantity	Price	Total Cost		
612-00260	3	\$ 135.00	\$ 405.00		
612-00270	1	\$ 135.00	\$ 135.00		
613-01200	6,600	\$ 35.00	\$ 231,000.00		
613-07001	3	\$ 2,000.00	\$ 6,000.00		
613-07023	1	\$ 3,900.00	\$ 3,900.00		
613-10000	1	\$ 25,500.00	\$ 25,500.00		
614-87101	1,550	\$ 6.00	\$ 9,300.00		
614-87350	1	\$ 7,500.00	\$ 7,500.00		
614-87498	3,850	\$ 4.25	\$ 16,362.50		

630-80358	2	\$	1,200.00	\$	2,400.00
630-80360	330	\$	57.00	\$	18,810.00
630-80370	10,186	\$	60.00	\$	611,160.00
630-80380	300	\$	16.00	\$	4,800.00
630-85010	6	\$	9,300.00	\$	55,800.00
630-86801	1	\$	245,900.00	\$	245,900.00
613-10000	1	\$	5,100.00	\$	5,100.00
614-08350	1	\$	5,500.00	\$	5,500.00
619-50960	52	\$	240.00	\$	12,480.00
\$			25,833,447.65		
FORCE ACCOUNT (GROUP A - F/A)					
Code	Quantity	Price	Total Cost		
700		\$ 3,000,000.00	\$ 3,000,000.00		
700		\$ 40,000.00	\$ 40,000.00		
700		\$ 10,000.00	\$ 10,000.00		
700		\$ 70,000.00	\$ 70,000.00		
700		\$ 20,000.00	\$ 20,000.00		
700		\$ 250,000.00	\$ 250,000.00		
700		\$ 100,000.00	\$ 100,000.00		
700		\$ 5,000.00	\$ 5,000.00		
700		\$ 5,000.00	\$ 5,000.00		
\$			3,500,000.00		
STANDARD (GROUP B)					
Code	Quantity	Price	Total Cost		
612-00260	3	\$ 150.00	\$ 450.00		
612-00270	1	\$ 150.00	\$ 150.00		
613-01200	6,600	\$ 29.00	\$ 191,400.00		
613-07001	3	\$ 1,000.00	\$ 3,000.00		
613-07023	1	\$ 3,200.00	\$ 3,200.00		
613-10000	1	\$ 5,100.00	\$ 5,100.00		
614-87101	1,550	\$ 3.80	\$ 5,890.00		
614-87350	1	\$ 6,600.00	\$ 6,600.00		
614-87498	3,850	\$ 5.50	\$ 21,175.00		

630-80358	2	\$	5,300.00	\$	10,600.00
630-80360	330	\$	47.00	\$	15,510.00
630-80370	10,186	\$	45.00	\$	458,370.00
630-80380	300	\$	12.50	\$	3,750.00
630-85010	6	\$	7,700.00	\$	46,200.00
630-86801	1	\$	235,000.00	\$	235,000.00
613-10000	1	\$	25,800.00	\$	25,800.00
614-08350	1	\$	5,480.00	\$	5,480.00
619-50960	52	\$	420.00	\$	21,840.00
\$			26,290,923.00		
FORCE ACCOUNT (GROUP A - F/A)					
Code	Quantity	Price	Total Cost		
700		\$ 3,000,000.00	\$ 3,000,000.00		
700		\$ 40,000.00	\$ 40,000.00		
700		\$ 10,000.00	\$ 10,000.00		
700		\$ 70,000.00	\$ 70,000.00		
700		\$ 20,000.00	\$ 20,000.00		
700		\$ 250,000.00	\$ 250,000.00		
700		\$ 100,000.00	\$ 100,000.00		
700		\$ 5,000.00	\$ 5,000.00		
700		\$ 5,000.00	\$ 5,000.00		
\$			3,500,000.00		
STANDARD (GROUP B)					
Code	Quantity	Price	Total Cost		
612-00260	3	\$ 148.00	\$ 444.00		
612-00270	1	\$ 155.00	\$ 155.00		
613-01200	6,600	\$ 20.00	\$ 132,000.00		
613-07001	3	\$ 1,000.00	\$ 3,000.00		
613-07023	1	\$ 3,100.00	\$ 3,100.00		
613-10000	1	\$ 5,050.00	\$ 5,050.00		
614-87101	1,550	\$ 3.75	\$ 5,812.50		
614-87350	1	\$ 6,600.00	\$ 6,600.00		
614-87498	3,850	\$ 5.25	\$ 20,212.50		

630-80358	2	\$	10,186.72	\$	20,373.44
630-80360	330	\$	69.70	\$	23,001.00
630-80370	10,186	\$	59.30	\$	604,029.80
630-80380	300	\$	19.30	\$	5,790.00
630-85010	6	\$	9,850.00	\$	59,100.00
630-86801	1	\$	229,749.00	\$	229,749.00
613-10000	1	\$	24,250.00	\$	24,250.00
614-08350	1	\$	5,150.00	\$	5,150.00
619-50960	52	\$	400.00	\$	20,800.00
\$			27,326,085.55		
FORCE ACCOUNT (GROUP A - F/A)					
Code	Quantity	Price	Total Cost		
700		\$ 3,000,000.00	\$ 3,000,000.00		
700		\$ 40,000.00	\$ 40,000.00		
700		\$ 10,000.00	\$ 10,000.00		
700		\$ 70,000.00	\$ 70,000.00		
700		\$ 20,000.00	\$ 20,000.00		
700		\$ 250,000.00	\$ 250,000.00		
700		\$ 100,000.00	\$ 100,000.00		
700		\$ 5,000.00	\$ 5,000.00		
700		\$ 5,000.00	\$ 5,000.00		
\$			3,500,000.00		
STANDARD (GROUP B)					
Code	Quantity	Price	Total Cost		
612-00260	3	\$ 140.00	\$ 420.00		
612-00270	1	\$ 144.00	\$ 144.00		
613-01200	6,600	\$ 18.75	\$ 123,750.00		
613-07001	3	\$ 954.00	\$ 2,862.00		
613-07023	1	\$ 2,970.00	\$ 2,970.00		
613-10000	1	\$ 4,751.00	\$ 4,751.00		
614-87101	1,550	\$ 3.50	\$ 5,425.00		
614-87350	1	\$ 6,304.00	\$ 6,304.00		
614-87498	3,850	\$ 5.00	\$ 19,250.00		

\$				300,102.50
FORCE ACCOUNT (GROUP B - F/A)				
Code	Quantity	Price	Total Cost	
700		\$ 10,000.00	\$	10,000.00
\$				10,000.00
\$				29,174,700.00

Pricing on bid items with discrepancies have been adjusted to match pricing input in the submitted PDF bid package due to an error with Rocky Mountain BidNet during pricing input.

\$				236,965.00
FORCE ACCOUNT (GROUP B - F/A)				
Code	Quantity	Price	Total Cost	
700		\$ 10,000.00	\$	10,000.00
\$				10,000.00
\$				29,580,412.65

\$				176,374.00
FORCE ACCOUNT (GROUP B - F/A)				
Code	Quantity	Price	Total Cost	
700		\$ 10,000.00	\$	10,000.00
\$				10,000.00
\$				29,977,297.00

\$				165,876.00
FORCE ACCOUNT (GROUP B - F/A)				
Code	Quantity	Price	Total Cost	
700		\$ 10,000.00	\$	10,000.00
\$				10,000.00
\$				31,001,961.55

Pricing on bid items with discrepancies have been adjusted to match pricing input in the submitted PDF bid package due to an error with Rocky Mountain BidNet during pricing input.

Ames Construction Inc

COUNTY LINE				
STANDARD (GROUP A)				
Code	Quantity	Price	Total Cost	
201-00000	1	\$ 81,800.00	\$	81,800.00
202-00010	4	\$ 1,400.00	\$	5,600.00
202-00155	76	\$ 67.00	\$	5,092.00
202-001019	5	\$ 1,825.00	\$	9,125.00
202-00029	9	\$ 1,760.00	\$	15,840.00
202-00026	414	\$ 22.00	\$	9,108.00
202-00033	16	\$ 5,300.00	\$	84,800.00
202-00035	1,383	\$ 77.00	\$	106,491.00
202-00190	50	\$ 50.00	\$	2,500.00
202-00200	892	\$ 29.00	\$	25,868.00
202-00203	3,806	\$ 14.50	\$	55,187.00
202-00206	80	\$ 121.00	\$	9,680.00
202-00220	32,854	\$ 13.75	\$	451,742.50
202-00220	11,829	\$ 4.00	\$	47,316.00
202-00250	33,850	\$ 1.14	\$	38,589.00
202-00810	31	\$ 175.00	\$	5,425.00
202-00828	1	\$ 18,900.00	\$	18,900.00
202-01000	4,096	\$ 7.00	\$	28,672.00
202-01035	2	\$ 125.00	\$	250.00
202-04001	1	\$ 2,400.00	\$	2,400.00
202-04005	24	\$ 400.00	\$	9,600.00
203-00060	52,118	\$ 20.25	\$	1,055,389.50
203-01597	1,000	\$ 365.00	\$	365,000.00
206-00000	3,432	\$ 31.50	\$	108,108.00
206-00065	500	\$ 430.00	\$	215,000.00
206-00066	500	\$ 157.00	\$	78,500.00
206-00100	1,486	\$ 48.00	\$	71,328.00
206-00100	1,129	\$ 51.00	\$	57,579.00
206-01781	1	\$ 600,650.00	\$	600,650.00

FNF Construction, Inc.

COUNTY LINE				
STANDARD (GROUP A)				
Code	Quantity	Price	Total Cost	
201-00000	1	\$ 150,000.00	\$	150,000.00
202-00010	4	\$ 551.00	\$	2,204.00
202-00155	76	\$ 12.00	\$	912.00
202-001019	5	\$ 850.00	\$	4,250.00
202-00029	9	\$ 5,500.00	\$	49,500.00
202-00026	414	\$ 25.00	\$	10,350.00
202-00033	16	\$ 1,960.00	\$	31,360.00
202-00035	1,383	\$ 108.00	\$	149,364.00
202-00190	50	\$ 21.00	\$	1,050.00
202-00200	892	\$ 22.00	\$	19,624.00
202-00203	3,806	\$ 11.00	\$	41,866.00
202-00206	80	\$ 28.00	\$	2,240.00
202-00220	32,854	\$ 12.00	\$	394,248.00
202-00220	11,829	\$ 2.50	\$	29,572.50
202-00250	33,850	\$ 1.50	\$	50,775.00
202-00810	31	\$ 187.00	\$	5,797.00
202-00828	1	\$ 13,000.00	\$	13,000.00
202-01000	4,096	\$ 18.50	\$	75,776.00
202-01035	2	\$ 213.00	\$	426.00
202-04001	1	\$ 2,900.00	\$	2,900.00
202-04005	24	\$ 106.00	\$	2,544.00
203-00060	52,118	\$ 52.00	\$	2,710,136.00
203-01597	1,000	\$ 210.00	\$	210,000.00
206-00000	3,432	\$ 124.00	\$	425,568.00
206-00065	500	\$ 200.00	\$	100,000.00
206-00066	500	\$ 208.00	\$	104,000.00
206-00100	1,486	\$ 68.00	\$	101,048.00
206-00100	1,129	\$ 72.00	\$	81,288.00
206-01781	1	\$ 225,000.00	\$	225,000.00

WW Clyde, Inc.

COUNTY LINE				
STANDARD (GROUP A)				
Code	Quantity	Price	Total Cost	
201-00000	1	\$ 278,300.00	\$	278,300.00
202-00010	4	\$ 1,000.00	\$	4,000.00
202-00155	76	\$ 30.00	\$	2,280.00
202-001019	5	\$ 5,000.00	\$	25,000.00
202-00029	9	\$ 5,000.00	\$	45,000.00
202-00026	414	\$ 30.00	\$	12,420.00
202-00033	16	\$ 4,000.00	\$	64,000.00
202-00035	1,383	\$ 80.00	\$	110,640.00
202-00190	50	\$ 45.00	\$	2,250.00
202-00200	892	\$ 40.00	\$	35,680.00
202-00203	3,806	\$ 12.00	\$	45,672.00
202-00206	80	\$ 15.00	\$	1,200.00
202-00220	32,854	\$ 13.00	\$	427,102.00
202-00220	11,829	\$ 4.00	\$	47,316.00
202-00250	33,850	\$ 1.20	\$	40,620.00
202-00810	31	\$ 200.00	\$	6,200.00
202-00828	1	\$ 15,000.00	\$	15,000.00
202-01000	4,096	\$ 7.00	\$	28,672.00
202-01035	2	\$ 1,100.00	\$	2,200.00
202-04001	1	\$ 5,000.00	\$	5,000.00
202-04005	24	\$ 580.00	\$	13,920.00
203-00060	52,118	\$ 37.00	\$	1,928,366.00
203-01597	1,000	\$ 274.00	\$	274,000.00
206-00000	3,432	\$ 41.00	\$	140,712.00
206-00065	500	\$ 215.00	\$	107,500.00
206-00066	500	\$ 185.00	\$	92,500.00
206-00100	1,486	\$ 89.00	\$	132,254.00
206-00100	1,129	\$ 92.00	\$	103,868.00
206-01781	1	\$ 600,000.00	\$	600,000.00

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COUNTY LINE				
STANDARD (GROUP A)				
Code	Quantity	Price	Total Cost	
201-00000	1	\$ 650,000.00	\$	650,000.00
202-00010	4	\$ 1,155.00	\$	4,620.00
202-00155	76	\$ 16.50	\$	1,254.00
202-001019	5	\$ 3,520.00	\$	17,600.00
202-00029	9	\$ 3,520.00	\$	31,680.00
202-00026	414	\$ 26.95	\$	11,157.30
202-00033	16	\$ 4,025.00	\$	64,400.00
202-00035	1,383	\$ 100.00	\$	138,300.00
202-00190	50	\$ 16.40	\$	820.00
202-00200	892	\$ 20.35	\$	18,152.20
202-00203	3,806	\$ 9.35	\$	35,586.10
202-00206	80	\$ 33.30	\$	2,664.00
202-00220	32,854	\$ 15.00	\$	492,810.00
202-00220	11,829	\$ 4.50	\$	53,230.50
202-00250	33,850	\$ 1.20	\$	40,620.00
202-00810	31	\$ 180.00	\$	5,580.00
202-00828	1	\$ 11,510.00	\$	11,510.00
202-01000	4,096	\$ 17.85	\$	73,113.60
202-01035	2	\$ 250.00	\$	500.00
202-04001	1	\$ 5,000.00	\$	5,000.00
202-04005	24	\$ 285.00	\$	6,840.00
203-00060	52,118	\$ 39.65	\$	2,066,478.70
203-01597	1,000	\$ 380.00	\$	380,000.00
206-00000	3,432	\$ 33.00	\$	113,256.00
206-00065	500	\$ 210.00	\$	105,000.00
206-00066	500	\$ 210.00	\$	105,000.00
206-00100	1,486	\$ 67.85	\$	100,825.10
206-00100	1,129	\$ 51.15	\$	57,748.35
206-01781	1	\$ 365,000.00	\$	365,000.00

206-01782	1	\$	565,000.00	\$	565,000.00	206-01782	1	\$	300,000.00	\$	300,000.00	206-01782	1	\$	500,000.00	\$	500,000.00	206-01782	1	\$	365,000.00	\$	365,000.00
207-00700	5,700	\$	18.50	\$	105,450.00	207-00700	5,700	\$	22.00	\$	125,400.00	207-00700	5,700	\$	15.00	\$	85,500.00	207-00700	5,700	\$	22.45	\$	127,965.00
208-00002	8,345	\$	12.50	\$	104,312.50	208-00002	8,345	\$	6.00	\$	50,070.00	208-00002	8,345	\$	6.00	\$	50,070.00	208-00002	8,345	\$	4.80	\$	40,056.00
208-00035	2,087	\$	20.00	\$	41,740.00	208-00035	2,087	\$	8.00	\$	16,696.00	208-00035	2,087	\$	10.00	\$	20,870.00	208-00035	2,087	\$	20.65	\$	43,096.55
208-00041	20	\$	3,450.00	\$	69,000.00	208-00041	20	\$	169.00	\$	3,380.00	208-00041	20	\$	302.00	\$	6,040.00	208-00041	20	\$	180.00	\$	3,600.00
208-00045	6	\$	9,065.00	\$	54,390.00	208-00045	6	\$	1,600.00	\$	9,600.00	208-00045	6	\$	3,770.00	\$	22,620.00	208-00045	6	\$	1,660.00	\$	9,960.00
208-00060	4	\$	4,950.00	\$	19,800.00	208-00060	4	\$	1,305.00	\$	5,220.00	208-00060	4	\$	3,610.00	\$	14,440.00	208-00060	4	\$	340.00	\$	1,360.00
208-00075	6	\$	13,715.00	\$	82,290.00	208-00075	6	\$	16,000.00	\$	96,000.00	208-00075	6	\$	13,500.00	\$	81,000.00	208-00075	6	\$	12,500.00	\$	75,000.00
208-00071	362	\$	161.00	\$	58,282.00	208-00071	362	\$	90.00	\$	32,580.00	208-00071	362	\$	143.00	\$	51,766.00	208-00071	362	\$	96.00	\$	34,752.00
208-00106	1,500	\$	190.00	\$	285,000.00	208-00106	1,500	\$	200.00	\$	300,000.00	208-00106	1,500	\$	211.00	\$	316,500.00	208-00106	1,500	\$	205.00	\$	307,500.00
208-00207	720	\$	415.00	\$	298,800.00	208-00207	720	\$	110.00	\$	79,200.00	208-00207	720	\$	1,000.00	\$	720,000.00	208-00207	720	\$	490.00	\$	352,800.00
208-00521	2	\$	30,250.00	\$	60,500.00	208-00521	2	\$	5,000.00	\$	10,000.00	208-00521	2	\$	47,700.00	\$	95,400.00	208-00521	2	\$	10,800.00	\$	21,600.00
210-00060	7	\$	280.00	\$	1,960.00	210-00060	7	\$	240.00	\$	1,680.00	210-00060	7	\$	2,390.00	\$	16,730.00	210-00060	7	\$	525.00	\$	3,675.00
210-00810	1	\$	345.00	\$	345.00	210-00810	1	\$	305.00	\$	305.00	210-00810	1	\$	362.00	\$	362.00	210-00810	1	\$	360.00	\$	360.00
210-00811	1	\$	5,700.00	\$	5,700.00	210-00811	1	\$	351.00	\$	351.00	210-00811	1	\$	6,040.00	\$	6,040.00	210-00811	1	\$	6,000.00	\$	6,000.00
210-01000	10	\$	80.00	\$	800.00	210-01000	10	\$	268.00	\$	2,680.00	210-01000	10	\$	320.00	\$	3,200.00	210-01000	10	\$	315.00	\$	3,150.00
210-01002	370	\$	23.50	\$	8,695.00	210-01002	370	\$	34.50	\$	12,765.00	210-01002	370	\$	37.00	\$	13,690.00	210-01002	370	\$	40.50	\$	14,985.00
210-01720	6	\$	3,340.00	\$	20,040.00	210-01720	6	\$	3,400.00	\$	20,400.00	210-01720	6	\$	4,510.00	\$	27,060.00	210-01720	6	\$	3,260.00	\$	19,560.00
210-02900	11	\$	85.00	\$	935.00	210-02900	11	\$	60.00	\$	660.00	210-02900	11	\$	407.00	\$	4,477.00	210-02900	11	\$	70.00	\$	770.00
210-04010	34	\$	3,850.00	\$	130,900.00	210-04010	34	\$	1,075.00	\$	36,550.00	210-04010	34	\$	1,300.00	\$	44,200.00	210-04010	34	\$	1,500.00	\$	51,000.00
210-04020	2	\$	7,040.00	\$	14,080.00	210-04020	2	\$	4,025.00	\$	8,050.00	210-04020	2	\$	5,040.00	\$	10,080.00	210-04020	2	\$	2,745.00	\$	5,490.00
210-04015	1	\$	9,280.00	\$	9,280.00	210-04015	1	\$	1,500.00	\$	1,500.00	210-04015	1	\$	4,300.00	\$	4,300.00	210-04015	1	\$	2,745.00	\$	2,745.00
210-04050	24	\$	1,325.00	\$	31,800.00	210-04050	24	\$	660.00	\$	15,840.00	210-04050	24	\$	1,000.00	\$	24,000.00	210-04050	24	\$	900.00	\$	21,600.00
211-03005	1	\$	75,000.00	\$	75,000.00	211-03005	1	\$	10,000.00	\$	10,000.00	211-03005	1	\$	70,000.00	\$	70,000.00	211-03005	1	\$	335,000.00	\$	335,000.00
212-00050	53,100	\$	1.45	\$	76,995.00	212-00050	53,100	\$	1.30	\$	69,030.00	212-00050	53,100	\$	1.50	\$	79,650.00	212-00050	53,100	\$	1.65	\$	87,615.00
212-00700	840	\$	0.80	\$	672.00	212-00700	840	\$	0.75	\$	630.00	212-00700	840	\$	1.00	\$	840.00	212-00700	840	\$	1.05	\$	882.00
212-00701	182	\$	86.00	\$	15,652.00	212-00701	182	\$	77.00	\$	14,014.00	212-00701	182	\$	89.50	\$	16,289.00	212-00701	182	\$	53.50	\$	9,737.00
212-00703	420	\$	1.15	\$	483.00	212-00703	420	\$	1.05	\$	441.00	212-00703	420	\$	1.50	\$	630.00	212-00703	420	\$	0.80	\$	336.00
212-00704	22	\$	14.50	\$	319.00	212-00704	22	\$	13.00	\$	286.00	212-00704	22	\$	15.00	\$	330.00	212-00704	22	\$	12.00	\$	264.00
212-00706	10	\$	800.00	\$	7,840.00	212-00706	10	\$	705.00	\$	6,909.00	212-00706	10	\$	800.00	\$	7,840.00	212-00706	10	\$	715.00	\$	7,007.00
213-00003	10	\$	1,050.00	\$	10,290.00	213-00003	10	\$	950.00	\$	9,310.00	213-00003	10	\$	1,090.00	\$	10,682.00	213-00003	10	\$	1,020.00	\$	9,996.00
213-00008	1,365	\$	6.50	\$	8,872.50	213-00008	1,365	\$	5.70	\$	7,780.50	213-00008	1,365	\$	6.00	\$	8,190.00	213-00008	1,365	\$	6.50	\$	8,872.50
213-00061	1,960	\$	3.25	\$	6,370.00	213-00061	1,960	\$	3.00	\$	5,880.00	213-00061	1,960	\$	3.00	\$	5,880.00	213-00061	1,960	\$	4.00	\$	7,840.00
214-01420	288	\$	48.50	\$	13,968.00	214-01420	288	\$	44.00	\$	12,672.00	214-01420	288	\$	50.00	\$	14,400.00	214-01420	288	\$	38.00	\$	10,944.00
214-01421	9	\$	245.00	\$	2,205.00	214-01421	9	\$	217.00	\$	1,953.00	214-01421	9	\$	254.00	\$	2,286.00	214-01421	9	\$	250.00	\$	2,250.00
216-00041	14,835	\$	6.00	\$	89,010.00	216-00041	14,835	\$	5.50	\$	81,592.50	216-00041	14,835	\$	6.00	\$	89,010.00	216-00041	14,835	\$	4.25	\$	63,048.75
217-00020	40	\$	365.00	\$	14,600.00	217-00020	40	\$	331.00	\$	13,240.00	217-00020	40	\$	393.00	\$	15,720.00	217-00020	40	\$	390.00	\$	15,600.00
240-00000	16	\$	151.00	\$	2,416.00	240-00000	16	\$	250.00	\$	4,000.00	240-00000	16	\$	223.00	\$	3,568.00	240-00000	16	\$	270.00	\$	4,320.00
240-00010	16	\$	330.00	\$	5,280.00	240-00010	16	\$	250.00	\$	4,000.00	240-00010	16	\$	223.00	\$	3,568.00	240-00010	16	\$	270.00	\$	4,320.00
240-00002	50	\$	50.00	\$	2,500.00	240-00002	50	\$	22.00	\$	1,100.00	240-00002	50	\$	42.00	\$	2,100.00	240-00002	50	\$	50.00	\$	2,500.00



304-06007	15,859	\$	76.00	\$	1,205,284.00	304-06007	15,859	\$	60.00	\$	951,540.00	304-06007	15,859	\$	72.00	\$	1,141,848.00	304-06007	15,859	\$	56.75	\$	899,998.25
403-00720	253	\$	303.00	\$	76,659.00	403-00720	253	\$	300.00	\$	75,900.00	403-00720	253	\$	301.00	\$	76,153.00	403-00720	253	\$	205.00	\$	51,865.00
403-09221	6,910	\$	179.60	\$	1,241,036.00	403-09221	6,910	\$	143.00	\$	988,130.00	403-09221	6,910	\$	170.00	\$	1,174,700.00	403-09221	6,910	\$	196.30	\$	1,356,433.00
403-33741	11,537	\$	104.20	\$	1,202,155.40	403-33741	11,537	\$	100.00	\$	1,153,700.00	403-33741	11,537	\$	114.00	\$	1,315,218.00	403-33741	11,537	\$	119.00	\$	1,372,903.00
411-10255	7,628	\$	6.00	\$	45,768.00	411-10255	7,628	\$	5.00	\$	38,140.00	411-10255	7,628	\$	5.00	\$	38,140.00	411-10255	7,628	\$	6.15	\$	46,912.20
412-00600	42	\$	240.00	\$	10,080.00	412-00600	42	\$	250.00	\$	10,500.00	412-00600	42	\$	310.00	\$	13,020.00	412-00600	42	\$	122.50	\$	5,145.00
420-00102	810	\$	6.10	\$	4,941.00	420-00102	810	\$	2.00	\$	1,620.00	420-00102	810	\$	7.00	\$	5,670.00	420-00102	810	\$	3.50	\$	2,835.00
420-00520	46,238	\$	2.60	\$	120,218.80	420-00520	46,238	\$	7.00	\$	323,666.00	420-00520	46,238	\$	3.00	\$	138,714.00	420-00520	46,238	\$	10.60	\$	490,122.80
503-00018	2,328	\$	78.00	\$	181,584.00	503-00018	2,328	\$	137.00	\$	318,936.00	503-00018	2,328	\$	124.00	\$	288,672.00	503-00018	2,328	\$	115.00	\$	267,720.00
503-00024	3,822	\$	117.50	\$	449,085.00	503-00024	3,822	\$	129.00	\$	493,038.00	503-00024	3,822	\$	168.00	\$	642,096.00	503-00024	3,822	\$	158.00	\$	603,876.00
503-00036	55	\$	947.00	\$	52,085.00	503-00036	55	\$	826.00	\$	45,430.00	503-00036	55	\$	662.00	\$	36,410.00	503-00036	55	\$	815.00	\$	44,825.00
503-00042	110	\$	1,035.00	\$	113,850.00	503-00042	110	\$	901.00	\$	99,110.00	503-00042	110	\$	672.00	\$	73,920.00	503-00042	110	\$	880.00	\$	96,800.00
506-00212	10	\$	610.00	\$	6,100.00	506-00212	10	\$	175.00	\$	1,750.00	506-00212	10	\$	259.00	\$	2,590.00	506-00212	10	\$	155.00	\$	1,550.00
506-00409	312	\$	201.50	\$	62,868.00	506-00409	312	\$	121.00	\$	37,752.00	506-00409	312	\$	148.00	\$	46,176.00	506-00409	312	\$	101.00	\$	31,512.00
518-00106	26	\$	91.00	\$	2,366.00	518-00106	26	\$	26.00	\$	676.00	518-00106	26	\$	58.00	\$	1,508.00	518-00106	26	\$	47.00	\$	1,222.00
601-10000	13	\$	3,060.00	\$	39,780.00	601-10000	13	\$	1,600.00	\$	20,800.00	601-10000	13	\$	3,490.00	\$	45,370.00	601-10000	13	\$	4,305.00	\$	55,965.00
601-03050	1,305	\$	1,560.00	\$	2,035,800.00	601-03050	1,305	\$	1,500.00	\$	1,957,500.00	601-03050	1,305	\$	1,410.00	\$	1,840,050.00	601-03050	1,305	\$	2,900.00	\$	3,784,500.00
601-40010	40,501	\$	55.00	\$	2,227,555.00	601-40010	40,501	\$	60.00	\$	2,430,060.00	601-40010	40,501	\$	60.00	\$	2,430,060.00	601-40010	40,501	\$	135.70	\$	5,495,985.70
601-40302	87,060	\$	1.95	\$	169,767.00	601-40302	87,060	\$	1.50	\$	130,590.00	601-40302	87,060	\$	2.00	\$	174,120.00	601-40302	87,060	\$	1.65	\$	143,649.00
601-40400	2,803	\$	11.75	\$	32,935.25	601-40400	2,803	\$	62.00	\$	173,786.00	601-40400	2,803	\$	22.00	\$	61,666.00	601-40400	2,803	\$	18.75	\$	52,556.25
602-00000	155,645	\$	1.40	\$	217,903.00	602-00000	155,645	\$	1.20	\$	186,774.00	602-00000	155,645	\$	2.00	\$	311,290.00	602-00000	155,645	\$	1.40	\$	217,903.00
603-01185	3,620	\$	182.00	\$	658,840.00	603-01185	3,620	\$	160.00	\$	579,200.00	603-01185	3,620	\$	240.00	\$	868,800.00	603-01185	3,620	\$	253.60	\$	918,032.00
603-01245	2,822	\$	193.00	\$	544,646.00	603-01245	2,822	\$	217.00	\$	612,374.00	603-01245	2,822	\$	200.00	\$	564,400.00	603-01245	2,822	\$	271.05	\$	764,903.10
603-01365	51	\$	382.00	\$	19,482.00	603-01365	51	\$	360.00	\$	18,360.00	603-01365	51	\$	410.00	\$	20,910.00	603-01365	51	\$	428.00	\$	21,828.00
603-01485	329	\$	449.00	\$	147,721.00	603-01485	329	\$	409.00	\$	134,561.00	603-01485	329	\$	500.00	\$	164,500.00	603-01485	329	\$	628.50	\$	206,776.50
603-02185	114	\$	248.00	\$	28,272.00	603-02185	114	\$	248.00	\$	28,272.00	603-02185	114	\$	340.00	\$	38,760.00	603-02185	114	\$	265.00	\$	30,210.00
603-05118	3	\$	7,500.00	\$	22,500.00	603-05118	3	\$	5,000.00	\$	15,000.00	603-05118	3	\$	7,500.00	\$	22,500.00	603-05118	3	\$	4,250.00	\$	12,750.00
604-00305	3	\$	11,350.00	\$	34,050.00	604-00305	3	\$	6,600.00	\$	19,800.00	604-00305	3	\$	14,400.00	\$	43,200.00	604-00305	3	\$	9,200.00	\$	27,600.00
604-00515	1	\$	13,850.00	\$	13,850.00	604-00515	1	\$	17,600.00	\$	17,600.00	604-00515	1	\$	21,000.00	\$	21,000.00	604-00515	1	\$	17,200.00	\$	17,200.00
604-00550	2	\$	36,550.00	\$	73,100.00	604-00550	2	\$	58,600.00	\$	117,200.00	604-00550	2	\$	59,200.00	\$	118,400.00	604-00550	2	\$	70,000.00	\$	140,000.00
604-16010	1	\$	10,750.00	\$	10,750.00	604-16010	1	\$	15,720.00	\$	15,720.00	604-16010	1	\$	27,500.00	\$	27,500.00	604-16010	1	\$	17,200.00	\$	17,200.00
604-16515	1	\$	15,100.00	\$	15,100.00	604-16515	1	\$	27,000.00	\$	27,000.00	604-16515	1	\$	35,400.00	\$	35,400.00	604-16515	1	\$	57,500.00	\$	57,500.00
604-19105	5	\$	10,250.00	\$	51,250.00	604-19105	5	\$	9,400.00	\$	47,000.00	604-19105	5	\$	20,700.00	\$	103,500.00	604-19105	5	\$	11,200.00	\$	56,000.00

604-19110	10	\$	12,550.00	\$	125,500.00	604-19110	10	\$	11,800.00	\$	118,000.00	604-19110	10	\$	20,400.00	\$	204,000.00	604-19110	10	\$	14,000.00	\$	140,000.00
604-19115	3	\$	15,200.00	\$	45,600.00	604-19115	3	\$	13,900.00	\$	41,700.00	604-19115	3	\$	28,700.00	\$	86,100.00	604-19115	3	\$	14,800.00	\$	44,400.00
604-19205	2	\$	15,600.00	\$	31,200.00	604-19205	2	\$	13,000.00	\$	26,000.00	604-19205	2	\$	26,100.00	\$	52,200.00	604-19205	2	\$	15,500.00	\$	31,000.00
604-19210	3	\$	18,200.00	\$	54,600.00	604-19210	3	\$	18,000.00	\$	54,000.00	604-19210	3	\$	34,400.00	\$	103,200.00	604-19210	3	\$	18,500.00	\$	55,500.00
604-19215	2	\$	21,350.00	\$	42,700.00	604-19215	2	\$	24,000.00	\$	48,000.00	604-19215	2	\$	34,600.00	\$	69,200.00	604-19215	2	\$	24,000.00	\$	48,000.00
604-19310	1	\$	26,000.00	\$	26,000.00	604-19310	1	\$	26,400.00	\$	26,400.00	604-19310	1	\$	39,700.00	\$	39,700.00	604-19310	1	\$	29,000.00	\$	29,000.00
604-3000	7	\$	9,500.00	\$	66,500.00	604-3000	7	\$	10,600.00	\$	74,200.00	604-3000	7	\$	32,200.00	\$	225,400.00	604-3000	7	\$	26,000.00	\$	182,000.00
604-30005	1	\$	7,000.00	\$	7,000.00	604-30005	1	\$	9,200.00	\$	9,200.00	604-30005	1	\$	15,000.00	\$	15,000.00	604-30005	1	\$	11,800.00	\$	11,800.00
604-31010	2	\$	9,050.00	\$	18,100.00	604-31010	2	\$	11,700.00	\$	23,400.00	604-31010	2	\$	19,200.00	\$	38,400.00	604-31010	2	\$	12,500.00	\$	25,000.00
604-30015	4	\$	13,075.00	\$	52,300.00	604-30015	4	\$	13,700.00	\$	54,800.00	604-30015	4	\$	23,800.00	\$	95,200.00	604-30015	4	\$	13,000.00	\$	52,000.00
604-31010	1	\$	21,250.00	\$	21,250.00	604-31010	1	\$	20,700.00	\$	20,700.00	604-31010	1	\$	34,300.00	\$	34,300.00	604-31010	1	\$	21,000.00	\$	21,000.00
604-31020	1	\$	27,600.00	\$	27,600.00	604-31020	1	\$	27,000.00	\$	27,000.00	604-31020	1	\$	52,500.00	\$	52,500.00	604-31020	1	\$	25,000.00	\$	25,000.00
605-83002	104	\$	123.00	\$	12,792.00	605-83002	104	\$	60.00	\$	6,240.00	605-83002	104	\$	37.00	\$	3,848.00	605-83002	104	\$	25.00	\$	2,600.00
607-11440	24	\$	235.00	\$	5,640.00	607-11440	24	\$	295.00	\$	7,080.00	607-11440	24	\$	200.00	\$	4,800.00	607-11440	24	\$	282.00	\$	6,768.00
607-11460	432	\$	48.00	\$	20,736.00	607-11460	432	\$	57.00	\$	24,624.00	607-11460	432	\$	49.00	\$	21,168.00	607-11460	432	\$	67.00	\$	28,944.00
607-53148	2,592	\$	29.00	\$	75,168.00	607-53148	2,592	\$	13.25	\$	34,344.00	607-53148	2,592	\$	16.00	\$	41,472.00	607-53148	2,592	\$	15.50	\$	40,176.00
607-11525	11,570	\$	6.00	\$	69,420.00	607-11525	11,570	\$	2.50	\$	28,925.00	607-11525	11,570	\$	5.00	\$	57,850.00	607-11525	11,570	\$	2.85	\$	32,974.50
607-60007	28	\$	955.00	\$	26,740.00	607-60007	28	\$	1,667.00	\$	46,676.00	607-60007	28	\$	1,410.00	\$	39,480.00	607-60007	28	\$	2,000.00	\$	56,000.00
607-60333	1	\$	6,350.00	\$	6,350.00	607-60333	1	\$	6,000.00	\$	6,000.00	607-60333	1	\$	7,150.00	\$	7,150.00	607-60333	1	\$	7,000.00	\$	7,000.00
608-00006	11,760	\$	76.00	\$	893,760.00	608-00006	11,760	\$	90.00	\$	1,058,400.00	608-00006	11,760	\$	92.00	\$	1,081,920.00	608-00006	11,760	\$	88.40	\$	1,039,584.00
608-0010	302	\$	199.00	\$	60,098.00	608-0010	302	\$	200.00	\$	60,400.00	608-0010	302	\$	269.00	\$	81,238.00	608-0010	302	\$	248.00	\$	74,896.00
609-21010	102	\$	103.50	\$	10,557.00	609-21010	102	\$	105.00	\$	10,710.00	609-21010	102	\$	155.00	\$	15,810.00	609-21010	102	\$	33.30	\$	3,396.60
609-21011	9,974	\$	26.00	\$	259,324.00	609-21011	9,974	\$	27.00	\$	269,298.00	609-21011	9,974	\$	42.00	\$	418,908.00	609-21011	9,974	\$	35.10	\$	350,087.40
609-21020	1,110	\$	31.00	\$	34,410.00	609-21020	1,110	\$	32.00	\$	35,520.00	609-21020	1,110	\$	63.00	\$	69,930.00	609-21020	1,110	\$	38.50	\$	42,735.00
609-21021	11,885	\$	27.00	\$	320,895.00	609-21021	11,885	\$	28.00	\$	332,780.00	609-21021	11,885	\$	35.00	\$	415,975.00	609-21021	11,885	\$	39.55	\$	470,051.75
609-23000	529	\$	209.00	\$	110,561.00	609-23000	529	\$	87.00	\$	46,023.00	609-23000	529	\$	132.00	\$	69,828.00	609-23000	529	\$	98.00	\$	51,842.00
609-24003	1,845	\$	45.00	\$	83,025.00	609-24003	1,845	\$	42.00	\$	77,490.00	609-24003	1,845	\$	69.00	\$	127,305.00	609-24003	1,845	\$	49.00	\$	90,405.00
609-24008	26	\$	323.00	\$	8,398.00	609-24008	26	\$	370.00	\$	9,620.00	609-24008	26	\$	396.00	\$	10,296.00	609-24008	26	\$	185.00	\$	4,810.00
610-00020	19,337	\$	16.50	\$	319,060.50	610-00020	19,337	\$	17.00	\$	328,729.00	610-00020	19,337	\$	20.00	\$	386,740.00	610-00020	19,337	\$	16.15	\$	312,292.55
610-00030	59,566	\$	10.00	\$	595,660.00	610-00030	59,566	\$	10.50	\$	625,443.00	610-00030	59,566	\$	13.00	\$	774,358.00	610-00030	59,566	\$	14.40	\$	857,750.40
610-00001	48	\$	74.00	\$	3,552.00	610-00001	48	\$	66.00	\$	3,168.00	610-00001	48	\$	78.00	\$	3,744.00	610-00001	48	\$	80.00	\$	3,840.00
610-00002	58	\$	74.00	\$	4,292.00	610-00002	58	\$	66.00	\$	3,828.00	610-00002	58	\$	78.00	\$	4,524.00	610-00002	58	\$	80.00	\$	4,640.00
610-00004	2	\$	74.00	\$	148.00	610-00004	2	\$	66.00	\$	132.00	610-00004	2	\$	78.00	\$	156.00	610-00004	2	\$	80.00	\$	160.00
612-1500	20	\$	112.00	\$	2,240.00	612-1500	20	\$	308.00	\$	6,160.00	612-1500	20	\$	216.00	\$	4,320.00	612-1500	20	\$	580.00	\$	11,600.00
613-01200	920	\$	23.00	\$	21,160.00	613-01200	920	\$	23.50	\$	21,620.00	613-01200	920	\$	32.00	\$	29,440.00	613-01200	920	\$	20.20	\$	18,584.00
613-01300	510	\$	28.50	\$	14,535.00	613-01300	510	\$	25.00	\$	12,750.00	613-01300	510	\$	35.00	\$	17,850.00	613-01300	510	\$	21.40	\$	10,914.00
613-00206	9,020	\$	25.60	\$	230,912.00	613-00206	9,020	\$	24.50	\$	220,990.00	613-00206	9,020	\$	28.00	\$	252,560.00	613-00206	9,020	\$	27.35	\$	246,697.00

613-00306	1,130	\$	28.20	\$	31,866.00	613-00306	1,130	\$	31.00	\$	35,030.00	613-00306	1,130	\$	32.00	\$	36,160.00	613-00306	1,130	\$	28.50	\$	32,205.00
613-07006	2	\$	1,600.00	\$	3,200.00	613-07006	2	\$	1,760.00	\$	3,520.00	613-07006	2	\$	1,800.00	\$	3,600.00	613-07006	2	\$	2,295.00	\$	4,590.00
613-07007	17	\$	2,150.00	\$	36,550.00	613-07007	17	\$	2,400.00	\$	40,800.00	613-07007	17	\$	2,170.00	\$	36,890.00	613-07007	17	\$	3,100.00	\$	52,700.00
613-07008	5	\$	3,200.00	\$	16,000.00	613-07008	5	\$	3,100.00	\$	15,500.00	613-07008	5	\$	3,280.00	\$	16,400.00	613-07008	5	\$	4,000.00	\$	20,000.00
613-07034	2	\$	2,450.00	\$	4,900.00	613-07034	2	\$	2,500.00	\$	5,000.00	613-07034	2	\$	2,960.00	\$	5,920.00	613-07034	2	\$	3,100.00	\$	6,200.00
613-13000	9	\$	1,410.00	\$	12,690.00	613-13000	9	\$	1,300.00	\$	11,700.00	613-13000	9	\$	1,410.00	\$	12,690.00	613-13000	9	\$	1,200.00	\$	10,800.00
613-50109	2	\$	12,200.00	\$	24,400.00	613-50109	2	\$	13,500.00	\$	27,000.00	613-50109	2	\$	5,300.00	\$	10,600.00	613-50109	2	\$	11,000.00	\$	22,000.00
614-00011	221	\$	29.00	\$	6,409.00	614-00011	221	\$	25.50	\$	5,635.50	614-00011	221	\$	49.00	\$	10,829.00	614-00011	221	\$	49.00	\$	10,829.00
614-00012	110	\$	46.00	\$	5,060.00	614-00012	110	\$	41.00	\$	4,510.00	614-00012	110	\$	81.00	\$	8,910.00	614-00012	110	\$	95.00	\$	10,450.00
614-00216	314	\$	46.00	\$	14,444.00	614-00216	314	\$	41.00	\$	12,874.00	614-00216	314	\$	48.00	\$	15,072.00	614-00216	314	\$	48.00	\$	15,072.00
614-010160	15	\$	250.00	\$	3,750.00	614-010160	15	\$	261.00	\$	3,915.00	614-010160	15	\$	322.00	\$	4,830.00	614-010160	15	\$	150.00	\$	2,250.00
614-70150	12	\$	955.00	\$	11,460.00	614-70150	12	\$	1,050.00	\$	12,600.00	614-70150	12	\$	876.00	\$	10,512.00	614-70150	12	\$	745.00	\$	8,940.00
614-70336	22	\$	1,310.00	\$	28,820.00	614-70336	22	\$	1,550.00	\$	34,100.00	614-70336	22	\$	1,250.00	\$	27,500.00	614-70336	22	\$	1,310.00	\$	28,820.00
614-70448	6	\$	1,635.00	\$	9,810.00	614-70448	6	\$	1,850.00	\$	11,100.00	614-70448	6	\$	1,590.00	\$	9,540.00	614-70448	6	\$	1,700.00	\$	10,200.00
614-72855	2	\$	45,020.00	\$	90,040.00	614-72855	2	\$	43,500.00	\$	87,000.00	614-72855	2	\$	35,400.00	\$	70,800.00	614-72855	2	\$	48,500.00	\$	97,000.00
614-72860	12	\$	2,220.00	\$	26,640.00	614-72860	12	\$	2,210.00	\$	26,520.00	614-72860	12	\$	2,570.00	\$	30,840.00	614-72860	12	\$	2,400.00	\$	28,800.00
614-72863	6	\$	2,200.00	\$	13,200.00	614-72863	6	\$	2,310.00	\$	13,860.00	614-72863	6	\$	1,570.00	\$	9,420.00	614-72863	6	\$	3,950.00	\$	23,700.00
614-72866	2	\$	11,500.00	\$	23,000.00	614-72866	2	\$	8,750.00	\$	17,500.00	614-72866	2	\$	15,700.00	\$	31,400.00	614-72866	2	\$	16,050.00	\$	32,100.00
614-71887	2	\$	41,000.00	\$	82,000.00	614-71887	2	\$	34,500.00	\$	69,000.00	614-71887	2	\$	70,300.00	\$	140,600.00	614-71887	2	\$	46,000.00	\$	92,000.00
614-81000	1	\$	10,335.00	\$	10,335.00	614-81000	1	\$	8,750.00	\$	8,750.00	614-81000	1	\$	10,800.00	\$	10,800.00	614-81000	1	\$	13,000.00	\$	13,000.00
614-81125	1	\$	36,710.00	\$	36,710.00	614-81125	1	\$	33,050.00	\$	33,050.00	614-81125	1	\$	39,000.00	\$	39,000.00	614-81125	1	\$	40,000.00	\$	40,000.00
614-81130	1	\$	35,100.00	\$	35,100.00	614-81130	1	\$	32,050.00	\$	32,050.00	614-81130	1	\$	37,100.00	\$	37,100.00	614-81130	1	\$	37,500.00	\$	37,500.00
614-81135	1	\$	38,950.00	\$	38,950.00	614-81135	1	\$	34,550.00	\$	34,550.00	614-81135	1	\$	41,500.00	\$	41,500.00	614-81135	1	\$	42,000.00	\$	42,000.00
614-81145	2	\$	40,450.00	\$	80,900.00	614-81145	2	\$	36,500.00	\$	73,000.00	614-81145	2	\$	43,200.00	\$	86,400.00	614-81145	2	\$	44,000.00	\$	88,000.00
614-81150	1	\$	52,400.00	\$	52,400.00	614-81150	1	\$	46,600.00	\$	46,600.00	614-81150	1	\$	56,600.00	\$	56,600.00	614-81150	1	\$	56,500.00	\$	56,500.00
614-81155	1	\$	52,700.00	\$	52,700.00	614-81155	1	\$	47,000.00	\$	47,000.00	614-81155	1	\$	57,000.00	\$	57,000.00	614-81155	1	\$	57,000.00	\$	57,000.00
614-86248	2	\$	14,350.00	\$	28,700.00	614-86248	2	\$	9,100.00	\$	18,200.00	614-86248	2	\$	6,990.00	\$	13,980.00	614-86248	2	\$	11,000.00	\$	22,000.00
614-86800	2	\$	9,300.00	\$	18,600.00	614-86800	2	\$	12,700.00	\$	25,400.00	614-86800	2	\$	10,000.00	\$	20,000.00	614-86800	2	\$	10,000.00	\$	20,000.00
614-87333	2	\$	6,450.00	\$	12,900.00	614-87333	2	\$	6,300.00	\$	12,600.00	614-87333	2	\$	6,110.00	\$	12,220.00	614-87333	2	\$	6,500.00	\$	13,000.00
614-87412	410	\$	14.80	\$	6,068.00	614-87412	410	\$	18.10	\$	7,421.00	614-87412	410	\$	17.00	\$	6,970.00	614-87412	410	\$	15.00	\$	6,150.00

614-87472	10,800	\$	8.00	\$	86,400.00	614-87472	10,800	\$	3.80	\$	41,040.00	614-87472	10,800	\$	4.00	\$	43,200.00	614-87472	10,800	\$	5.00	\$	54,000.00
614-87690	2	\$	9,750.00	\$	19,500.00	614-87690	2	\$	8,050.00	\$	16,100.00	614-87690	2	\$	2,310.00	\$	4,620.00	614-87690	2	\$	6,650.00	\$	13,300.00
619-00006	1	\$	3,275.00	\$	3,275.00	619-00006	1	\$	2,800.00	\$	2,800.00	619-00006	1	\$	13,300.00	\$	13,300.00	619-00006	1	\$	10,500.00	\$	10,500.00
619-00007	3	\$	24,900.00	\$	74,700.00	619-00007	3	\$	5,500.00	\$	16,500.00	619-00007	3	\$	22,300.00	\$	66,900.00	619-00007	3	\$	10,500.00	\$	31,500.00
619-00004	3	\$	2,000.00	\$	6,000.00	619-00004	3	\$	2,400.00	\$	7,200.00	619-00004	3	\$	5,150.00	\$	15,450.00	619-00004	3	\$	3,810.00	\$	11,430.00
619-10240	1,323	\$	640.00	\$	846,720.00	619-10240	1,323	\$	500.00	\$	661,500.00	619-10240	1,323	\$	605.00	\$	800,415.00	619-10240	1,323	\$	365.50	\$	483,556.50
619-75096	2	\$	6,170.00	\$	12,340.00	619-75096	2	\$	6,100.00	\$	12,200.00	619-75096	2	\$	8,620.00	\$	17,240.00	619-75096	2	\$	8,400.00	\$	16,800.00
619-76192	1	\$	68,000.00	\$	68,000.00	619-76192	1	\$	70,000.00	\$	70,000.00	619-76192	1	\$	41,900.00	\$	41,900.00	619-76192	1	\$	75,000.00	\$	75,000.00
619-80000	1	\$	10,650.00	\$	10,650.00	619-80000	1	\$	25,000.00	\$	25,000.00	619-80000	1	\$	15,500.00	\$	15,500.00	619-80000	1	\$	50,000.00	\$	50,000.00
620-00002	1	\$	179,100.00	\$	179,100.00	620-00002	1	\$	200,000.00	\$	200,000.00	620-00002	1	\$	250,000.00	\$	250,000.00	620-00002	1	\$	310,000.00	\$	310,000.00
620-00020	2	\$	6,550.00	\$	13,100.00	620-00020	2	\$	15,000.00	\$	30,000.00	620-00020	2	\$	30,000.00	\$	60,000.00	620-00020	2	\$	12,000.00	\$	24,000.00
621-00450	10,365	\$	80.00	\$	829,200.00	621-00450	10,365	\$	58.50	\$	606,352.50	621-00450	10,365	\$	75.00	\$	777,375.00	621-00450	10,365	\$	60.50	\$	627,082.50
625-00000	1	\$	400,800.00	\$	400,800.00	625-00000	1	\$	350,000.00	\$	350,000.00	625-00000	1	\$	250,000.00	\$	250,000.00	625-00000	1	\$	335,000.00	\$	335,000.00
625-00001	80	\$	238.00	\$	19,040.00	625-00001	80	\$	162.00	\$	12,960.00	625-00001	80	\$	250.00	\$	20,000.00	625-00001	80	\$	190.00	\$	15,200.00
626-00000	1	\$	3,310,566.05	\$	3,310,566.05	626-00000	1	\$	3,383,700.00	\$	3,383,700.00	626-00000	1	\$	3,500,000.00	\$	3,500,000.00	626-00000	1	\$	2,680,000.00	\$	2,680,000.00
626-01102	616	\$	84.00	\$	51,744.00	626-01102	616	\$	126.00	\$	77,616.00	626-01102	616	\$	90.00	\$	55,440.00	626-01102	616	\$	90.00	\$	55,440.00
627-00009	174	\$	199.00	\$	34,626.00	627-00009	174	\$	205.00	\$	35,670.00	627-00009	174	\$	211.00	\$	36,714.00	627-00009	174	\$	208.00	\$	36,192.00
627-00013	313	\$	69.00	\$	21,597.00	627-00013	313	\$	80.00	\$	25,040.00	627-00013	313	\$	72.00	\$	22,536.00	627-00013	313	\$	71.50	\$	22,379.50
627-30323	645	\$	40.00	\$	25,800.00	627-30323	645	\$	41.00	\$	26,445.00	627-30323	645	\$	42.00	\$	27,090.00	627-30323	645	\$	42.00	\$	27,090.00
627-30328	140	\$	23.00	\$	3,220.00	627-30328	140	\$	23.00	\$	3,220.00	627-30328	140	\$	24.00	\$	3,360.00	627-30328	140	\$	24.00	\$	3,360.00
629-01001	9	\$	450.00	\$	4,050.00	629-01001	9	\$	1,025.00	\$	9,225.00	629-01001	9	\$	454.00	\$	4,086.00	629-01001	9	\$	275.00	\$	2,475.00
629-01006	9	\$	500.00	\$	4,500.00	629-01006	9	\$	1,025.00	\$	9,225.00	629-01006	9	\$	454.00	\$	4,086.00	629-01006	9	\$	430.00	\$	3,870.00
630-00000	5,000	\$	52.00	\$	260,000.00	630-00000	5,000	\$	40.00	\$	200,000.00	630-00000	5,000	\$	40.00	\$	200,000.00	630-00000	5,000	\$	42.80	\$	214,000.00
630-00003	200	\$	201.50	\$	40,300.00	630-00003	200	\$	103.00	\$	20,600.00	630-00003	200	\$	120.00	\$	24,000.00	630-00003	200	\$	120.00	\$	24,000.00
630-00006	200	\$	58.00	\$	11,600.00	630-00006	200	\$	103.00	\$	20,600.00	630-00006	200	\$	120.00	\$	24,000.00	630-00006	200	\$	120.00	\$	24,000.00
630-00007	209	\$	465.00	\$	97,185.00	630-00007	209	\$	500.00	\$	104,500.00	630-00007	209	\$	483.00	\$	100,947.00	630-00007	209	\$	475.00	\$	99,275.00
630-00012	521	\$	1,270.00	\$	661,670.00	630-00012	521	\$	1,500.00	\$	781,500.00	630-00012	521	\$	1,510.00	\$	786,710.00	630-00012	521	\$	1,485.00	\$	773,685.00
630-80341	56	\$	35.00	\$	1,960.00	630-80341	56	\$	100.00	\$	5,600.00	630-80341	56	\$	109.00	\$	6,104.00	630-80341	56	\$	110.00	\$	6,160.00
630-80342	68	\$	46.00	\$	3,128.00	630-80342	68	\$	100.00	\$	6,800.00	630-80342	68	\$	109.00	\$	7,412.00	630-80342	68	\$	110.00	\$	7,480.00
630-80344	112	\$	18.00	\$	2,016.00	630-80344	112	\$	30.00	\$	3,360.00	630-80344	112	\$	30.00	\$	3,360.00	630-80344	112	\$	30.00	\$	3,360.00
630-80359	5	\$	8,650.00	\$	43,250.00	630-80359	5	\$	10,000.00	\$	50,000.00	630-80359	5	\$	10,300.00	\$	51,500.00	630-80359	5	\$	10,000.00	\$	50,000.00

630-80358	2	\$	2,350.00	\$	4,700.00
630-80360	330	\$	35.00	\$	11,550.00
630-80370	10,186	\$	56.50	\$	575,509.00
630-80380	300	\$	10.50	\$	3,150.00
630-85010	6	\$	26,325.00	\$	157,950.00
630-86801	1	\$	255,850.00	\$	255,850.00
613-10000	1	\$	38,500.00	\$	38,500.00
614-08350	1	\$	13,450.00	\$	13,450.00
619-50960	52	\$	525.00	\$	27,300.00
\$					29,743,875.00
FORCE ACCOUNT (GROUP A - F/A)					
Code	Quantity	Price	Total Cost		
700		\$ 3,000,000.00	\$ 3,000,000.00		
700		\$ 40,000.00	\$ 40,000.00		
700		\$ 10,000.00	\$ 10,000.00		
700		\$ 70,000.00	\$ 70,000.00		
700		\$ 20,000.00	\$ 20,000.00		
700		\$ 250,000.00	\$ 250,000.00		
700		\$ 100,000.00	\$ 100,000.00		
700		\$ 5,000.00	\$ 5,000.00		
700		\$ 5,000.00	\$ 5,000.00		
\$					3,500,000.00
STANDARD (GROUP B)					
Code	Quantity	Price	Total Cost		
612-00260	3	\$ 220.00	\$ 660.00		
612-00270	1	\$ 220.00	\$ 220.00		
613-01200	6,600	\$ 13.60	\$ 89,760.00		
613-07001	3	\$ 1,630.00	\$ 4,890.00		
613-07023	1	\$ 3,600.00	\$ 3,600.00		
613-10000	1	\$ 4,500.00	\$ 4,500.00		
614-87101	1,550	\$ 5.70	\$ 8,835.00		
614-87350	1	\$ 6,725.00	\$ 6,725.00		
614-87498	3,850	\$ 5.70	\$ 21,945.00		

630-80358	2	\$	6,200.00	\$	12,400.00
630-80360	330	\$	56.00	\$	18,480.00
630-80370	10,186	\$	89.00	\$	906,554.00
630-80380	300	\$	15.00	\$	4,500.00
630-85010	6	\$	12,340.00	\$	74,040.00
630-86801	1	\$	150,000.00	\$	150,000.00
613-10000	1	\$	56,100.00	\$	56,100.00
614-08350	1	\$	6,210.00	\$	6,210.00
619-50960	52	\$	385.00	\$	20,020.00
\$					30,077,241.50
FORCE ACCOUNT (GROUP A - F/A)					
Code	Quantity	Price	Total Cost		
700		\$ 3,000,000.00	\$ 3,000,000.00		
700		\$ 40,000.00	\$ 40,000.00		
700		\$ 10,000.00	\$ 10,000.00		
700		\$ 70,000.00	\$ 70,000.00		
700		\$ 20,000.00	\$ 20,000.00		
700		\$ 250,000.00	\$ 250,000.00		
700		\$ 100,000.00	\$ 100,000.00		
700		\$ 5,000.00	\$ 5,000.00		
700		\$ 5,000.00	\$ 5,000.00		
\$					3,500,000.00
STANDARD (GROUP B)					
Code	Quantity	Price	Total Cost		
612-00260	3	\$ 110.50	\$ 331.50		
612-00270	1	\$ 110.50	\$ 110.50		
613-01200	6,600	\$ 29.20	\$ 192,720.00		
613-07001	3	\$ 1,625.00	\$ 4,875.00		
613-07023	1	\$ 3,225.00	\$ 3,225.00		
613-10000	1	\$ 21,100.00	\$ 21,100.00		
614-87101	1,550	\$ 5.20	\$ 8,060.00		
614-87350	1	\$ 6,225.00	\$ 6,225.00		
614-87498	3,850	\$ 3.60	\$ 13,860.00		

630-80358	2	\$	6,040.00	\$	12,080.00
630-80360	330	\$	54.00	\$	17,820.00
630-80370	10,186	\$	54.00	\$	550,044.00
630-80380	300	\$	14.00	\$	4,200.00
630-85010	6	\$	12,700.00	\$	76,200.00
630-86801	1	\$	300,000.00	\$	300,000.00
613-10000	1	\$	29,300.00	\$	29,300.00
614-08350	1	\$	6,220.00	\$	6,220.00
619-50960	52	\$	315.00	\$	16,380.00
\$					33,002,703.00
FORCE ACCOUNT (GROUP A - F/A)					
Code	Quantity	Price	Total Cost		
700		\$ 3,000,000.00	\$ 3,000,000.00		
700		\$ 40,000.00	\$ 40,000.00		
700		\$ 10,000.00	\$ 10,000.00		
700		\$ 70,000.00	\$ 70,000.00		
700		\$ 20,000.00	\$ 20,000.00		
700		\$ 250,000.00	\$ 250,000.00		
700		\$ 100,000.00	\$ 100,000.00		
700		\$ 5,000.00	\$ 5,000.00		
700		\$ 5,000.00	\$ 5,000.00		
\$					3,500,000.00
STANDARD (GROUP B)					
Code	Quantity	Price	Total Cost		
612-00260	3	\$ 169.00	\$ 507.00		
612-00270	1	\$ 174.00	\$ 174.00		
613-01200	6,600	\$ 22.00	\$ 145,200.00		
613-07001	3	\$ 1,150.00	\$ 3,450.00		
613-07023	1	\$ 3,590.00	\$ 3,590.00		
613-10000	1	\$ 5,740.00	\$ 5,740.00		
614-87101	1,550	\$ 4.00	\$ 6,200.00		
614-87350	1	\$ 7,490.00	\$ 7,490.00		
614-87498	3,850	\$ 6.00	\$ 23,100.00		

630-80358	2	\$	6,000.00	\$	12,000.00
630-80360	330	\$	55.00	\$	18,150.00
630-80370	10,186	\$	20.20	\$	205,757.20
630-80380	300	\$	15.00	\$	4,500.00
630-85010	6	\$	12,500.00	\$	75,000.00
630-86801	1	\$	385,000.00	\$	385,000.00
613-10000	1	\$	140,000.00	\$	140,000.00
614-08350	1	\$	12,000.00	\$	12,000.00
619-50960	52	\$	240.00	\$	12,480.00
\$					36,627,857.35
FORCE ACCOUNT (GROUP A - F/A)					
Code	Quantity	Price	Total Cost		
700		\$ 3,000,000.00	\$ 3,000,000.00		
700		\$ 40,000.00	\$ 40,000.00		
700		\$ 10,000.00	\$ 10,000.00		
700		\$ 70,000.00	\$ 70,000.00		
700		\$ 20,000.00	\$ 20,000.00		
700		\$ 250,000.00	\$ 250,000.00		
700		\$ 100,000.00	\$ 100,000.00		
700		\$ 5,000.00	\$ 5,000.00		
700		\$ 5,000.00	\$ 5,000.00		
\$					3,500,000.00
STANDARD (GROUP B)					
Code	Quantity	Price	Total Cost		
612-00260	3	\$ 580.00	\$ 1,740.00		
612-00270	1	\$ 350.00	\$ 350.00		
613-01200	6,600	\$ 20.20	\$ 133,320.00		
613-07001	3	\$ 1,750.00	\$ 5,250.00		
613-07023	1	\$ 3,825.00	\$ 3,825.00		
613-10000	1	\$ 23,500.00	\$ 23,500.00		
614-87101	1,550	\$ 13.10	\$ 20,305.00		
614-87350	1	\$ 12,000.00	\$ 12,000.00		
614-87498	3,850	\$ 13.10	\$ 50,435.00		

\$				141,135.00
FORCE ACCOUNT (GROUP B -F/A)				
Code	Quantity	Price	Total Cost	
700		\$ 10,000.00	\$	10,000.00
\$				10,000.00
\$				33,395,010.00

\$				250,507.00
FORCE ACCOUNT (GROUP B -F/A)				
Code	Quantity	Price	Total Cost	
700		\$ 10,000.00	\$	10,000.00
\$				10,000.00
\$				33,837,748.50

\$				195,451.00
FORCE ACCOUNT (GROUP B -F/A)				
Code	Quantity	Price	Total Cost	
700		\$ 10,000.00	\$	10,000.00
\$				10,000.00
\$				36,708,154.00

\$				250,725.00
FORCE ACCOUNT (GROUP B -F/A)				
Code	Quantity	Price	Total Cost	
700		\$ 10,000.00	\$	10,000.00
\$				10,000.00
\$				40,388,582.35

This bid was submitted via email before the 2 P.M. deadline due to technical issues with Rocky Mountain BidNt website.

## AGREEMENT

Project Name: **COUNTY LINE ROAD: BROADWAY TO UNIVERSITY  
IMPROVEMENT PROJECT  
DOUGLAS COUNTY PROJECT NUMBER CI 2020-013  
STU C470-044 (23677)**

1. **Parties.** This Agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, **2025**, between the Board of County Commissioners of the County of Douglas, State of Colorado (hereinafter "County") and **JHL CONSTRUCTORS, LLC** (hereinafter "Contractor").

2. **Contract Documents.** The entire contract between the Parties shall consist of and include:

- A. This Contract, which includes the Cover Page and Table of Contents;
- B. Standard Specifications for Road and Bridge Construction, **dated 2023** adopted by the Colorado Department of Transportation;
- C. CDOT Standard Plans-M&S Standards, as current at time of Bid;
- D. Douglas County Roadway Design and Construction Standards, as current at time of Bid;
- E. The Invitation to Bid;
- F. Notice to Bidders;
- G. Douglas County's Standard Special Provisions (SSPs), Project Special Provisions (PSPs) and Project Addenda;
- H. Plans and Drawings;
- I. Proposal Form and Bid Bond Form;
- J. Payment and Performance Bonds;
- K. Notice of Intent to Award;
- L. Notice to Proceed;
- M. Change Orders;
- N. Non-Collusion Affidavit;
- O. County's Payment Policies;
- P. Bid Proposal and Schedule;
- Q. Insurance Certificates; and
- R. Appendix and other attachments.

3. Except as otherwise provided in this Contract, the Project shall be constructed in accordance with the CDOT Standard Specifications for Road and Bridge Construction, **dated 2023**.

4. **Scope of Work.** Contractor shall complete all work as specified or indicated in the Contract Documents. The work is generally described as follows: **This project consists of widening and reconstruction of County Line Road between Broadway and University. County Line Road will be widened from one lane to two lanes in each direction and the project will install a new traffic signal at the intersection of Clarkson Street and provide noise mitigation on the north side of County Line Road.** The Contractor shall furnish all of the necessary supervision, materials, tools and supplies and perform all of the labor and other services necessary to complete this Contract.

5. **Contract Time.** This is a Completion Date Contract. The Contract Time of 730 calendar days will be used to determine the Completion Date, once the Notice to Proceed is established. The work shall be completed and ready for Final Acceptance by the Completion Date determined in the Notice to Proceed. The Contractor agrees that time is of the essence and agrees to proceed with due diligence, taking all precautions, and making all necessary arrangements to insure the completion of the work within the prescribed time period.

6. **Compensation.** As consideration for the completion of the Project as required by the Contract Documents, the County shall pay the Contractor the sum of \$28,602,670.17, which amount shall be payable pursuant to the Contract Documents.

7. **Amount of Money Appropriated.** Any other provision of this Contract notwithstanding and pursuant to Section 29-1-110, C.R.S., the amount of funds appropriated for this Contract is \$28,602,670.17, for fiscal year 2025. In no event shall the County be liable for payment under this Contract for any amount in excess thereof. The County is not under obligation to make any future apportionment or allocation to this Contract nor is anything set forth herein a limitation of liability for the Contractor. Any potential expenditure for this Contract outside the current fiscal year is subject to future annual appropriation of funds for any such proposed expenditure.

8. **Change Orders.** No change order, or other form of order or directive of the County requiring additional compensable work to be performed, which work is in excess of that specified in Paragraph 7 above, shall be issued unless the Contractor is given written assurance by the County that lawful appropriations to cover the costs of the additional work will be or have been made.

9. **Taxes.** The Contractor shall apply to the State Revenue Department for an exemption certificate in order to exempt it from having to pay sales and use tax.

10. **Bonds.** The Contractor shall secure and maintain, at the Contractor's expense, Payment and Performance Bonds as required by statute executed by a corporate surety licensed to do business in the State of Colorado. Such bonds shall be in the full amount of the contract price and shall be filed with the County prior to the commencement of any work on the Project.

11. **Indemnification and Insurance.** Contractor agrees to:

- A. Indemnification. To the fullest extent permitted by law, the Contractor and each of its subcontractors shall indemnify and hold harmless the County, its officers, employees and insurers from and against all claims, damages, losses, expenses and demands, including court costs, attorney's fees and expenses, due to injuries, losses or damages arising out of, resulting from, or in any manner connected with Contractor's services on behalf of the County pursuant to this Contract, if any such injury, loss or damage is caused in whole or in part by, or is claimed to be caused in whole or in part by, the act, omission, error, mistake, negligence, or other fault of Contractor, any subcontractor, any officer, employee, representative or agent of any of them, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable; provided, however, that except for workers' compensation, disability benefits or other similar employee benefit claims, Contractor is not obligated to indemnify the County hereunder for that portion of any claims, damages, losses, demands, and expenses arising out of or resulting from any negligent act or omission of the County, or its agents and employees. Contractor's indemnification obligation hereunder shall not be construed to negate, abridge, or otherwise reduce any other right



or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph. With respect to any and all claims against the County, or any of its officers, employees, or agents by any employee of Contractor, any of its subcontractors, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation described above shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any of its subcontractors under workers' compensation acts, disability benefit acts, or other employee benefit acts. Further, this indemnification is intended to comply with and be subject to § 13-50.5-102(8), C.R.S., as amended from time to time.

- B. Procure and maintain commercial general liability insurance including completed operations, contractual liability, products liability and automobile liability, affording coverage for all claims for bodily injury including death and all claims for destruction of or damage to property, arising out of or in connection with any operations under this Contract, whether such operations be by the Contractor, by subcontractors under it or anyone directly or indirectly employed by the Contractor or by subcontractor under it. Required coverage is outlined in **Revision of Section 107 of the Standard Special Provisions and made a part of this Contract.**
- C. Obtain and maintain during the term of this Contract worker's compensation insurance as required by law. This insurance shall cover all of its employees employed under the terms of this Contract. If any of the work on the Project is sublet, the Contractor shall require each of its subcontractors to provide similar coverage for all of the subcontractor's employees to be engaged in such work.
- D. Contractor is an independent contractor under this Contract. Notwithstanding any provision of this Contract, all personnel assigned by the Contractor to perform work under this Contract shall be and remain at all times employees of the Contractor for all purposes. Contractor is required to maintain workers' compensation insurance for such employees as set forth in paragraph 11.C herein. THE INDEPENDENT CONTRACTOR IS NOT ENTITLED TO WORKERS' COMPENSATION BENEFITS THROUGH THE COUNTY AND IS OBLIGATED TO PAY FEDERAL AND STATE INCOME TAX ON ANY MONIES EARNED PURSUANT TO THE CONTRACTUAL RELATIONSHIP.

12. **No Waiver of Governmental Immunity Act.** The parties hereto understand and agree that the County, its commissioners, officials, officers, directors, agents and employees, are relying on, and do not waive or intend to waive by any provisions of this Contract, the monetary limitations or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, §§ 24-10-101 to 120, C.R.S., or otherwise available to the County.

13. **Assignment.** The Contractor covenants and agrees that it will not assign or transfer its rights hereunder, or subcontract any work hereunder, either in whole or in part, without the prior written approval of the Project Engineer. Any attempt by the Contractor to assign or transfer its rights hereunder shall, at the option of the County, void the assignment or automatically terminate this Contract and all rights of the Contractor hereunder.

14. **Subletting of Contract.** The Contractor shall not sublet, sell, transfer, assign or otherwise

dispose of the Contract, or its right, title or interest therein, without the written consent of the County. The Contractor may utilize the services of specialty contractors on those parts of the Project which, under normal contracting practices, are performed by specialty subcontractors. The Contractor shall be fully responsible to the County for the acts and omissions of the subcontractors and of persons directly employed by them, as it is for the acts and omissions of persons directly employed by it. The Contractor shall provide appropriate provisions to be inserted on all subcontracts relative to the Project to bind the subcontractors to the Contractor by the terms of the Contract Documents to give the Contractor the same power in regard to termination of any subcontractor that the County may exercise over the Contractor under any provision of the Contract Documents.

**15. Non-Discrimination and Federal Assurances in Connection with Performance of Work.** The Contractor agrees not to refuse to hire, discharge, promote or demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, creed, sex, age, color, national origin, or ancestry and further agrees to insert the foregoing provision in all subcontracts hereunder. Further, Contractor agrees to comply with the Standard Title VI Non-Discrimination Appendices A and E attached hereto and incorporated herein, and the foregoing shall be a provision in all subcontracts hereunder.

**16. Cancellation of Contract.** Failure of the Contractor to comply with any of the requirements of this Contract may be considered by the County as evidence of the inability on the part of the Contractor to maintain the quality and service standards necessary under this Contract and shall be sufficient cause for termination of the Contract and the County initiating legal action against the Performance Bond of the Contractor.

**17. Patented Devices, Materials and Processes.** If a Contractor is required or desires to use any design, device, invention, product, material or process covered by letters of patent or copyright, it shall provide for such use by suitable legal agreement with the patentee or copyright owner and the County and shall pay all license fees and royalties and assume all costs incident to such use and construction of the Project or incorporation in the Project. The Contractor agrees to defend, indemnify and save harmless the County from any and all claims for infringement by reason of the use of such patented design, device, invention, project, material, or process or any trademark or copyright in connection with the construction of the Project pursuant to the Contract Documents and shall defend and indemnify the County for any costs, expense, and damages, including attorney's fees, which the County may be obliged to pay for any such infringement at any time such claim is made or prosecuted, including, but not limited to, after the completion of the Project. If the County determines, in the reasonable exercise of its discretion, that a joint defense for the County and the Contractor creates a conflict of interest, the County shall be permitted to select its own counsel, and the Contractor shall pay all reasonable attorneys' fees, expenses (including expert fees and expenses), and costs of the County's defense. The County may, if it so desires, withhold any payment due the Contractor so long as it shall be reasonably necessary to indemnify the County on account of such injuries or damage.

**18. Compliance with Safety and Health.** Contractor agrees, in the performance of this Contract, to comply with all safety orders, rules and regulations imposed pursuant to the Colorado Occupational Safety and Health Program, commonly referred to as COSHA, and/or all other safety orders and regulations properly imposed by any other regulatory governmental agency of the State of Colorado or of the United States.

**19. Permits and Licenses.** Unless otherwise provided, the Contractor shall procure all permits and licenses and pay all charges and fees including, but not limited to, all inspection charges of

agencies having appropriate jurisdiction, give all notices necessary and incidental to the due and lawful construction of the Project. County may assist Contractor, when necessary, in obtaining such permits and licenses.

20. **Venue.** Any and all legal actions pertaining or related to this Contract shall be filed and tried in the District Court in and for the County of Douglas, State of Colorado.

21. **Conflict of Interest.** The 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 the 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's own interests, or the interest of any party with whom the Contractor has a contractual arrangement, in conflict with those of County.

**IN WITNESS WHEREOF**, the parties have set their hands and seal the day herein first above written.

**JHL CONSTRUCTORS, LLC**

SIGNED: \_\_\_\_\_

PRINT NAME & TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

ATTEST:

TITLE: \_\_\_\_\_

**Signature of Notary Public Required:**

**STATE OF** \_\_\_\_\_ )  
 )  
**COUNTY OF** \_\_\_\_\_ ) **ss.**

**The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_.**

**Witness my hand and official seal**

**Notary Public**

**My commission expires:** \_\_\_\_\_



**PAYMENT BOND**

**KNOW ALL MEN BY THESE PRESENTS**, that we, the undersigned \_\_\_\_\_, a corporation organized under the laws of the State of \_\_\_\_\_, hereinafter referred to as the "Contractor", and \_\_\_\_\_, a corporation organized under the laws of the State of \_\_\_\_\_, and authorized to transact business in the State of Colorado, hereinafter referred to as the "Surety", are held and firmly bound unto the COUNTY OF DOUGLAS, a political subdivision of the State of Colorado, hereinafter referred to as the "COUNTY", in the penal sum of \$28,602,670.17, lawful money of the United States of America, for the payment of which sum the Contractor and Surety bind themselves and their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

**WHEREAS**, the above Contractor has on the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, entered into a written contract with the County for furnishing all labor, materials, tools, superintendence, and other facilities and accessories for the construction of **COUNTY LINE ROAD: BROADWAY TO UNIVERSITY IMPROVEMENT PROJECT, DOUGLAS COUNTY PROJECT NUMBER CI 2020-013, STU C470-044 (23677)**, in accordance with all Contract Documents therefore which are incorporated herein by reference and made a part hereof, and are herein referred to as the Contract.

**NOW, THEREFORE**, the condition of this payment bond obligation is such that if the Contractor shall at all times promptly make payments of all amounts lawfully due to all persons supplying or furnishing it or its subcontractors with labor and materials, rental machinery, tools, or equipment, used or performed in the prosecution of work provided for in the above Contract and shall indemnify and save harmless the County to the extent of any and all payments in connection with the carrying out of such Contract which the County may be required to make under the law, then this obligation shall be null and void, otherwise, it shall remain in full force and effect;

**PROVIDED FURTHER**, that the said Surety, for value received, hereby stipulates and agrees that any and all changes in the Contract, or compliance or noncompliance with the formalities in the Contract for making such changes shall not affect the Surety's obligations under this bond and the Surety hereby waives notice of any such changes.

**IN WITNESS WHEREOF**, said Contractor and said Surety have executed these presents as of this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
(Contractor)

BY: \_\_\_\_\_  
(President)

\_\_\_\_\_  
(Surety Company)

BY: \_\_\_\_\_  
(Attorney-in-Fact)

(Accompany this bond with Attorney-in-Fact's authority from the Surety to execute bond, certified to include the date of the bond.)

## PERFORMANCE BOND

**KNOW ALL MEN BY THESE PRESENTS**, that we, the undersigned \_\_\_\_\_, a corporation organized under the laws of the State of Colorado, hereinafter referred to as the "Contractor", and \_\_\_\_\_, a corporation organized under the laws of the State of \_\_\_\_\_, and authorized to transact business in the State of Colorado, hereinafter referred to as the "Surety", are held and firmly bound unto the COUNTY OF DOUGLAS, a political subdivision of the State of Colorado, hereinafter referred to as the "COUNTY", in the penal sum of \$28,602,670.17, lawful money of the United States of America, for the payment of which sum the Contractor and Surety bind themselves and their heirs, executors, administrators, successors and assigns, jointly and severally by these presents.

**WHEREAS**, the above Contractor has on the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, entered into a written contract with the County for furnishing all labor, materials, equipment, tools, superintendence, and other facilities and accessories for the construction of COUNTY LINE ROAD: BROADWAY TO UNIVERSITY IMPROVEMENT PROJECT, DOUGLAS COUNTY PROJECT NUMBER CI 2020-013, STU C470-044 (23677), in accordance with all Contract Documents therefore which are incorporated herein by reference and made a part hereof, and are herein referred to as the Contract.

**NOW, THEREFORE**, the condition of this performance bond is such that if the Contractor:

1. Promptly and faithfully observes, abides by and performs each and every covenant, condition and part of said Contract, in the time and manner prescribed in the Contract, and
2. Pays the County all losses, damages (liquidated or actual, including, but not limited to, damages caused by delays in the performance of the Contract), expenses, costs and attorneys' fees that the County sustains resulting from any breach or default by the Contractor under the Contract, then this bond is void; otherwise, it shall remain in full force and effect.

**IN ADDITION**, if said Contractor fails to duly pay for any labor, materials, team hire, sustenance, provisions, provender, or any other supplies used or consumed by said Contractor or its subcontractors in its performance of the work contracted to be done or fails to pay any person who supplies rental machinery, tools, or equipment, all amounts due as the result of the use of such machinery, tools, or equipment in the prosecution of the work, the Surety shall pay the same in an amount not exceeding the amount of this obligation, together with interest as provided by law.

**PROVIDED FURTHER**, that the said Surety, for value received, hereby stipulates and agrees that any and all changes in the Contract or compliance or noncompliance with the formalities in the Contract for making such changes shall not affect the Surety's obligations under this bond and the Surety hereby waives notice of any such changes.

**IN WITNESS WHEREOF**, said Contractor and said Surety have executed these presents as of this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**PERFORMANCE BOND  
(CONTINUED)**

\_\_\_\_\_  
(Contractor)

BY: \_\_\_\_\_  
(President)

\_\_\_\_\_  
(Surety Company)

BY: \_\_\_\_\_  
(Attorney-in-Fact)

(Accompany this bond with Attorney-in-Fact's authority from the Surety to execute bond, certified to include the date of the bond.)



**NOTICE OF INTENT TO AWARD  
FOR THIS COMPLETION DATE CONTRACT**

**TO:** JHL CONSTRUCTORS, LLC

**PROJECT** COUNTY LINE ROAD (BROADWAY TO UNIVERSITY)  
IMPROVEMENT PROJECT

**DESCRIPTION:** DOUGLAS COUNTY PROJECT NUMBER CI 2020-013  
STU C470-044 (23677)

The County has considered the Bid submitted by you for the above-described work in response to its Bid Opening dated APRIL 29, 2025.

You are hereby notified that your Bid has been conditionally accepted in the amount of \$28,602,670.17, subject to approval by the Board of County Commissioners.

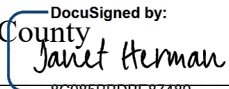
You are required by the Notice to Bidders to sign the Contract and furnish the required Contractor's Payment Bond, Performance Bond, Certificates of Insurance, and all other formal Contract Documents within ten (10) calendar days from the date of this Notice of Intent to Award.

If you fail to sign said Contract and to furnish said Bonds, Certificates of Insurance, and all other formal Contract Documents within ten (10) days from the date of this Notice, said County may consider your Bid as abandoned, and as a forfeiture of your Bid Bonds. The County will be entitled to such other rights as may be granted by law.

**You are required to return an acknowledged copy of this Notice of Intent to Award to the County within three (3) days from the date of receipt of this Notice.**

Dated 6/11/2025

County: Douglas County

By:    
JANET HERMAN, P.E.   
Title: Director of Public Works

**ACKNOWLEDGMENT: Receipt of the foregoing Notice of Intent to Award is hereby acknowledged. You are required to acknowledge and return this Notice of Intent to Award within three (3) days of receipt of this Notice:**

Contractor: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**NOTICE TO PROCEED  
FOR THIS COMPLETION DATE CONTRACT**

TO: **JHL CONSTRUCTORS**

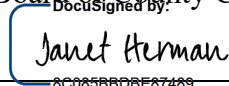
FROM: **DOUGLAS COUNTY GOVERNMENT**

DATE: \_\_\_\_\_

REGARDING: **COUNTY LINE ROAD (BROADWAY TO UNIVERSITY)  
IMPROVEMENT PROJECT  
DOUGLAS COUNTY PROJECT NUMBER CI 2020-013**

You are hereby notified that work associated with this Completion Date Contract will commence on **JUNE 2, 2025**. On that date, you are to start performing your obligations under the Contract between you and Douglas County, Colorado, dated \_\_\_\_\_. The Contract Time of **730 calendar days** will be used to establish the Completion Date. Therefore, the work shall be completed and ready for final acceptance by the Completion Date, which shall be **JUNE 2, 2027**. **You are required to return an acknowledged copy of this Notice to the County within three (3) days of receipt of this Notice.**

County: Board of County Commissioners of Douglas County

By:  \_\_\_\_\_  
JANET HERMAN, P.E.

Title: Director of Public Works

Date: 6/11/2025 \_\_\_\_\_

**ACCEPTANCE OF NOTICE**

Receipt of the above Notice to Proceed is hereby acknowledged.

Contractor: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Telephone: \_\_\_\_\_

## COUNTY'S PAYMENT POLICIES

The following policies have been formulated to assure timely and accurate payments by Douglas County Government to its Contractors. Invoices submitted which are not in complete accordance with these policies will be returned (mailed) without payment to the Contractor for completion.

1. Each invoice for progress payment and/or final payment must list the description and location of the work being performed. Contractor's invoice for materials being billed must also be attached.
2. All invoices are to be submitted to Douglas County Department of Public Works, Engineering Division, Philip S. Miller Building, 100 Third Street, Suite 220, Castle Rock, CO 80104, and Attention: **Benjamin Pierce, P.E., Project Manager.**
3. Invoices must be submitted by the last day of the month to be paid net 30 days. Under no circumstances will a Contractor be paid more than once a month. Errors will be corrected on the next pay cycle.
4. Checks will be mailed monthly. When payment dates occur on Saturday, Sunday or a County holiday, payment will be made on the first working day following such date.

## ACKNOWLEDGMENT

I have read the above procedures and understand that any deviation therefrom will cause delays in the payment of those invoices involved.

Contractor: \_\_\_\_\_

Signed by: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**MEETING DATE:** July 8, 2025

**DESCRIPTION:** County Manager Report.

**ATTACHMENTS:**

County Manager Report 7.8.25

TO: The Board of County Commissioners  
 FROM: Douglas J. DeBord, County Manager  
 DATE: July 8, 2025  
 RE: County Manager Report

- [Direct from the Board Newsletter](#) – This month’s Direct from the Board newsletter features the expansion of Link On Demand’s free rides to Highlands Ranch, a behind-the-scenes look at wildfire response innovations and a preview of this summer’s award-winning Douglas County Fair & Rodeo. Explore nature with Agents of Discovery, celebrate local hero Dale Erickson (pictured), learn about new support for older adults and find out how to get involved in your County



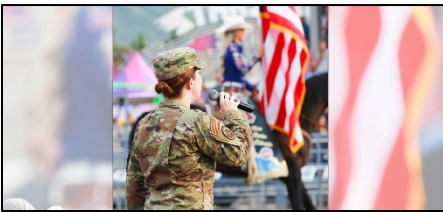
through advisory boards.

- **Northrop Grumman aerospace expansion strengthens Douglas County’s vibrant aerospace industry** - You know a strong economy and job market are essential to the overall health of a community. That’s why Douglas County Commissioners continue to support a welcoming environment for new businesses.



On Monday, June 23, Commissioners joined Northrop Grumman leaders and community partners to celebrate the grand opening of the Highfield Integration Facility, an event Commissioner Abe Laydon called a “milestone moment” for both the company and the County. [Visit our webpage to learn more about the expansion.](#)

- **Thank you for serving. First responders and military, enjoy a free ticket to the rodeo** - Do you serve our country in the military or serve locally as a first responder? You deserve our thanks. As a small token of gratitude, the 2025 Douglas County Fair & Rodeo is offering one complimentary ProRodeo ticket to military service members and first responders. [Visit our webpage for details to get a free ticket and to see the other events for you & your family, July 25 - Aug. 3 at the Douglas County Fair & Rodeo.](#)



## Community Development

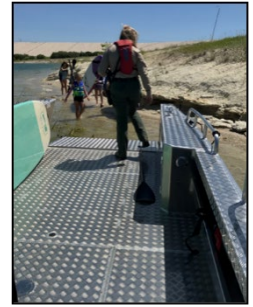
### Parks, Trails and Building Grounds

- **Rueter-Hess Updates: New Safety Boat** - The Rueter-Hess Reservoir welcomed a new safety patrol boat just in time for Father’s Day weekend. Specially designed for water rescues, the 22-foot vessel features a rescue gate and landing gate. It also has a removable crane that is essential for reservoir maintenance, such as dock and buoy placement. Its spacious deck allows multiple paddle craft to be secured during rescues, reducing the number of return trips to shore and supporting safer recreation.





Rangers conducted the boat's first rescue mission on Friday, June 13, when they assisted a paddleboarder stranded near the dam and unable to remount his board – which had a split seam. Thanks to the boat's dive door and landing gate, rangers were able to safely retrieve the paddleboarder, his party, and their paddleboards and return them to the launch area shore.



- **Special Events at Rueter-Hess Reservoir** - Rueter-Hess was a popular destination on Saturday, June 7th. Special events were hosted at three different locations on the property. The day brought a mix of gatherings across the park, starting with the Fransen Pittman 5K at the Incline, where 50 participants took on the challenge and enjoyed a well-earned breakfast afterward. At the reservoir, the Journey Church hosted a fishing event with 26 eager anglers. Meanwhile, more than 300 dogs and handlers attended the Colorado Gun Dog Association's Snake Training in a field located on the northern part of the property. Beyond the special events, the reservoir visitors – kayakers, fishermen, and paddleboarders – were all soaking in the nice weather and calm waters. Even with three events, the property remained uncrowded and maintained the tranquil atmosphere found at Rueter-Hess Reservoir.



- **Parks Operations Activity Update**

- **Bluffs Regional Park** is visited by more than 500 people daily. It consists of a 2.5-mile loop trail with 200-foot elevation changes that culminate in 360-degree views at the top. Over time, erosion caused by weather, traffic, and the terrain became so severe that the area could no longer be maintained safely.

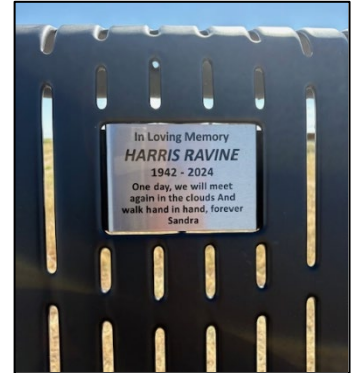


Construction on the south portion of Bluffs Regional Park trail was completed in May. DesignScapes Colorado was contracted to rebuild a section of Bluffs that was in need of improvements due to the safety concerns. The project included installing 800 tons of road base trail surface, retaining walls, cast in place concrete water bars, concrete pan culverts, and native grass seed.

- **Electric Equipment Conversion** - Colorado Air Quality Control Commission adopted Regulation 29 which established restrictions on hand-held lawn and garden equipment effective June 1, 2025. Douglas County utilized grant funding to convert equipment from gas powered to electric to be compliant with the new regulation. Electric equipment is now being used in the field by all Parks staff.



- **Memorial Bench Program** - Douglas County Parks has a memorial bench program where the public can request a bench in memory of loved ones that have passed away. Their donations purchase a bench, plaque, and concrete pad that are then placed in a location where they can reflect on those they have lost. Parks staff installs approximately 5-8 benches per year and, to date, in 2025, staff has installed 3 benches at Bluffs Regional Park and along the East/West Regional Trail.



- **Volunteer Program Update** - Seven events were hosted in June with 17 volunteers providing 33 hours of service.

On June 5, four volunteers planted additional perennial shrubs to the landscape beds at Challenger Regional Park.



One volunteer added a fresh coat of paint to a trail underpass on the East/West Regional Trail on June 12.

Five volunteers planted six trees at the Bayou Gulch Regional Park dog park on June 14.



The monthly shoreline cleanup at Bingham Lake on June 18 was attended by three volunteers who collected two bags of trash.

During two separate events on June 25 and 26, two volunteers helped eradicate over 4,000 mullein weeds at Bayou Gulch Regional Park.

Finally, one volunteer helped prune one mile of trail at Rueter-Hess Reservoir on June 30.





**Volunteer Statistics for 2025:**

2025	No. of Hosted Events	No. of Volunteers	Hours of Service	Bags of Trash Collected	Trees Planted	Beds Maintained	Mullein Weeds Eradicated	Culverts Painted	Miles of Trail Maintained
March	2	6	12	5					
April	3	86	243	14	45				
May	6	16	35	2	3	3			1
June	7	17	33	2	6	3	4,250	1	1
<b>Totals</b>	<b>18</b>	<b>125</b>	<b>323</b>	<b>23</b>	<b>54</b>	<b>6</b>	<b>4,250</b>	<b>1</b>	<b>2</b>

The volunteer program is offering the following events in July:

- 7/9 – Trail Underpass Painting at the Cherry Creek Regional Trail
- 7/10 – Trail Corridor Pruning on the East/West Regional Trail
- 7/12 – Tree Planting at Fairgrounds Regional Park
- 7/14 – Shoreline Cleanup at Bingham Lake
- 7/18 – Shoreline Cleanup at Rueter-Hess Reservoir
- 7/22 – Trash Pick Up at Highland Heritage Regional Park
- 7/31 – Painting at Dupont Park

**Counter Update as of 6/27/2025:**

Location	2024 totals through June	2025 totals through June
Bayou Gulch Regional Park – Dog Park	8,992	11,885
Bingham Lake	35,398	41,027
Bluffs Regional Park*	69,649	51,810
Cherry Creek Regional Trail – Pinery	12,749	16,687
East/West Regional Trail – Grigs Trailhead	22,486	20,930
East/West Regional Trail – High Point	N/A	17,242
East/West Regional Trail – Monarch Trailhead	7,549	8,264
East/West Regional Trail – Schweiger Ranch	5,766	6,959
East/West Regional Trail – Stepping Stone	13,582	18,191
Fairgrounds Regional Park – Dog Park	25,400	25,269
High Line Canal – East	N/A	3,735
High Line Canal – West	17,789	23,279
Rueter-Hess Reservoir – Coyote Run Loop	5,183	6,002
Rueter-Hess Reservoir – Incline Trailhead	34,739	36,223
Rueter-Hess Reservoir – Newlin's Gold	461	815
<b>Totals</b>	<b>259,743</b>	<b>288,318</b>
*Portions of Bluffs were closed in March and April 2025 for construction, including the counter location.		



## Human Services

### Mental Health

- **The Care Compact Awarded 2025 National Association of Counties (NACo) Achievement Award** - Since 1970, the NACo Achievement Awards have recognized outstanding and innovative county government programs and services that promote the betterment of communities. Through a non-competitive application process, noteworthy programs receive awards in 18 categories that cover a vast range of county responsibilities. Douglas County's Care Compact (TCC) program received the **2025 Achievement Award in the Human Services category**.



TCC, established in December 2020, serves Douglas County adults (18+) living with mental health conditions, substance use disorder, intellectual, developmental disability/delay and/or unmet basic needs through a network of case management agencies, healthcare, and social services providers. TCC streamlines care and coordinates services across multiple systems, reduces crisis service utilization, and provides a safety net for people traditionally disconnected from support. Today, the TCC network includes over 20 agencies, has served over 170 adults, made over 900 service connections, and has seen an 87% reduction in emergency service utilization, like law enforcement and Co-Responder contacts six months after case closure.

#### Why is TCC innovative?

- TCC connects and streamlines coordinators and case management, creating efficiencies within the existing system without duplicating efforts.
- TCC incorporates professional peer support to engage clients in treatment, an innovative, growing, and evidence-based approach that helps meet whole person needs.
- TCC intentionally connects with clients where they are, at home and in community. Case management is intensive and hands on.
- The philosophy is person-centered, and solution focused. TCC identifies community resources and blends funding to overcome barriers and improve social determinants of health.
- TCC is situated in the Douglas County Mental Health Collaborative, a 50+ agency group that has worked together for 11 years on mental/behavioral health priorities. The established partnership of this group made convening TCC possible.
- TCC's agency leaders address system-level issues by making internal and collective process improvements to meet the needs of Douglas County's most vulnerable residents.

## Public Works

### Activity Report June 23 – July 3

#### Active Projects ([Cone Zone Webpage](#))

- **East Parker Road Median Project and Resurfacing** – This Project started the week of May 27, 2025 and all work is completed. In the first phase of this project, Douglas County installed traffic safety medians on the south side of East Parker Road at Miller Road. Asphalt work followed in phase 2 of the project.



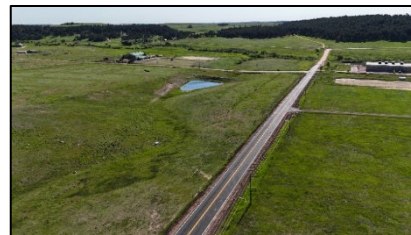
- [West Frontage Road Relocation \(aka Dawson Trails Blvd.\)](#) - The West Frontage Road Relocation (Dawson Trails Boulevard) is part of a series of projects aimed at improving access and safety at the southern end of Castle Rock. Construction started on Sept. 9, 2024. The estimated 18-month road closure will enable crews to safely construct the new interchange and relocate this portion of the West Frontage Road to its permanent location, west of the BNSF Railway tracks.



Trails Boulevard) is part of a series of projects aimed at improving access and safety at the southern end of Castle Rock. Construction started on Sept. 9, 2024. The estimated 18-month road closure will enable crews to safely construct the new interchange and relocate this portion of the West Frontage Road to its permanent location, west of the BNSF Railway tracks.

Watch for changing traffic patterns at the Bear Dance Drive/Tomah Road intersection as crews work to place detour pavement in the area. Traffic will look different on both Tomah Road and Bear Dance Drive, so please slow down, expect narrower travel lanes, and watch for flaggers. Traffic will remain in this new alignment until mid-July 2025. Motorists can expect flaggers, increased safety barrier and narrower lanes, and alternating single lane traffic Monday through Friday, from 7 a.m. to 7 p.m. Traffic impacts will be minimal, but drivers should give themselves extra time to reach their destination.

- [Palmer Divide Avenue Paving Project](#) – Phase 3 construction started May 5, 2025 and was completed on June 30 and the road has been reopened. This project consisted of extending the existing E. Palmer Divide Avenue asphalt pavement from approximately 660' west of Phoebe Grove to approximately 230' east of S. East



Cherry Creek Road. This section of the roadway is currently paved in gravel. This project will also include drainage improvements by replacing five existing culvert crossings with new reinforced concrete pipe and flared end sections.

- [Kendrick Castillo Way / Plum Valley Lane Intersection Signal Project](#) – This project consists of installing a



new traffic signal and making upgrades to meet current ADA requirements at the intersection of Kendrick Castillo Way and Plum Valley Lane. Traffic signal and roadway construction started on May 5, 2025, and traffic control will be in place until early September 2025. Traffic will be reduced to one lane in both north and southbound directions of Kendrick Castillo Way. Traffic control (which includes signage) will start at C-470 and go north to end at County Line Road.

- [US 85 Widening from Highlands Ranch Parkway to C-470](#) - The US 85 Widening Project is in its final phases of construction and is expected to be completed later this year.

- [Hilltop Road \(Legend High School to Crest View Drive\) Improvements Project](#) – For segment 1 of this project,



the construction began on April 16, 2025, and the contractor began implementing public notifications on message boards. This is the first of three projects planned over the next few years to reconstruct and widen the Hilltop Road and Singing Hills Road corridors. The project has a 16-month completion date and is anticipated to be finished by September 2026. Phase 2 of Construction is anticipated to begin in 2027; and will take 9 to 12 months to construct. Phase 3 of construction is anticipated to begin

in 2029 (pending funding); and will take 12 to 18 months to construct.

There have been questions from citizens about the new roundabout construction at the intersection of Crestview Drive and Village Road on Hilltop Road, which will eliminate the existing two-way stop-controlled intersection. Here is the map: [Roundabout Rendition/Map](#)

- **[C-470 Trail and University Blvd Pedestrian Grade Separation Project](#)** - Douglas County and CDOT are



partnering on advancing the construction of a new bridge to improve pedestrian and cyclist safety by eliminating the need for users of the C-470 Trail to cross University Blvd at-grade. This currently requires four separate roadway crossings, across a total of eight lanes of traffic. The proposed grade separated C-470 Trail crossing will also improve traffic operations, since the numerous bicyclists and pedestrians currently crossing at-grade, adversely impact signal progression along University Blvd and traffic entering or existing the C-470 ramps, especially on the weekends when trail use is highest. HEI Civil started construction on January 27, 2025. The completion date of the project is anticipated to be on or before December 31, 2025.

- **2025 Pavement Management Projects**

- The 2025 Pavement Management projects under contract currently total YTD is \$16,601,051.30 and expenditures to date are \$5,479,368.44; work is 33% complete.
- The **2025 Sidewalk Repair Project** has been awarded a contract amount of \$3,432,650.00. The project is 99% complete. Work is complete on Gleneagles Village Pkwy and is paused until the fall when additional funds will be added to the contract for additional pavement, curb and gutter repair.
- The **2025 Asphalt Overlay Project** has been awarded with a contract amount of \$11,011,969.30 with an additional \$2M added on May 27. Construction began on June 2. Work on Chambers between E. Lincoln Ave and E470 will conclude this week. Upcoming work includes projects on Irish Pat Murphy Rd as well as parking lot improvements at Parks facilities.



- **Quebec and Lincoln Turn Lane (Post Office Corner)** - Muller Engineering, the designer of the intersection reconstruction project, provided two concept designs. Douglas County staff reviewed each option and feedback will be provided to the design engineer at a July 7th meeting. Staff will ask Muller to provide additional design work to update the selected concept design.



- **Quebec and Park Meadows Drive Intersection Improvements** – A kick-off meeting with Basis Partners took place on May 29 and data collection and design are in process.
- **I-25 Douglas County Monument Signs** – The Board of County Commissioners hosted a working session on June 30 to review the proposed site locations and design options with the consultant. The Commissioners provided input on both the site locations and design, which the consultant will use to further refine the options. A follow-up meeting will be scheduled in August.
- **[Grigs Road Paving Project - Douglas County](#)** - The Grigs Road Phase 1 Project (Daniels Park Road to the Trailhead) will begin construction on Monday, July 7, 2025. The BOCC approved a road closure that will be in place until October 15, 2025, Monarch Blvd. will serve as a detour route. Phase 1 of the Grigs Road Paving Project will involve extending the existing asphalt pavement from Daniels Park Road to the East/West Regional Trailhead and Pavilion parking lot.



This section of Grigs Road has a gravel road surface and roadside ditches on both sides for drainage purposes. The project will span one mile in length and will require significant earthwork, installation of new curb and gutter, and the construction of six-inch asphalt pavement. Additionally, drainage enhancements will be implemented throughout the installation of eight new inlet structures. The existing metal pipe culvert crossings will be replaced with upgraded reinforced concrete pipes and flared-end sections.



- **Highlands Ranch Pkwy Reconstruction, Broadway to Burntwood** - Olsson has been selected for design; the kick-off meeting occurred on July 3. Olsson has begun scheduling field work for the pavement design. The concrete in this section is in poor condition and reconstruction is planned for 2026, so that the project is complete prior to the Broadway / Highlands Ranch Pkwy safety improvement project planned for 2027.
- **2023 Spring Canyon LID** – A kick-off meeting with TST, the design consultant, was held on June 24th. The geotechnical firm has finished soil sampling and is working on the geotechnical report. TST is working on the design and 25% plans are anticipated in September. The project is on track for mid-2026 construction bidding. (Design work performed in advance of finalizing financing will be reimbursed to the County by the lender as part of the construction loan.)
- **[County Line Road Widening and Reconstruction \(University to Broadway\) - Douglas County](#)** - This project will include a new traffic signal at the Clarkson Street / County Line Road intersection, a mill and overlay for the portion of the road within the City of Littleton located between Phillips Avenue and Broadway, as well as adding sidewalks. Construction is anticipated to start in early summer 2025.
- **2023 Bannock LID** - The contract with TST for the preliminary design was presented to the Board on June 10th. Notice to proceed for design is June 12th. Once the preliminary design is complete (towards the end of 2025), financing will be executed, and plans will be prepared for bidding. (Design work performed in advance of finalizing financing will be reimbursed to the County by the lender as part of the construction loan.)



### Development Review

- **Letters of Credit and Warranties:**
  - Warranty Acceptance for Castlewood Canyon Ranch - DV2023-383
  - Warranty Acceptances for Private Improvements in Sterling Ranch Filing 5C, 1st Amendment, Lot 1, Phases 3 & 4
  - Canyons South Filing 4, Phase 1 Warranty Acceptance - DV2023-323
- **Full-term Acceptances:**
  - Compark Village South - Belford Ave. Improvements - Full Term Acceptance - DV2015-039

- **Sterling Ranch Filing #7-A** - Concrete Curb and Gutter is installing a concrete round-a-bout and Martin Marietta is paving. (DV #2023-410) (see far right)



- **Pinery Filing #1 – King Soopers** - Fiore and Sons is installing storm pipes. (DV #2016-432) (see near right)



- **Broadway and Dad Clark Emergency Waterline Repair** - R. Nichols Civil Contractors is removing and repairing a 24" waterline (see far right)

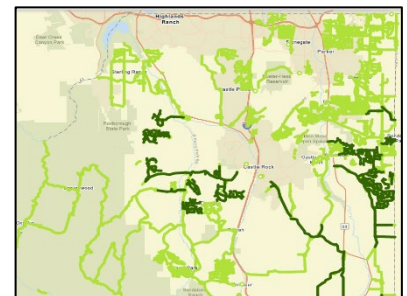
- **The Trails at Smoky Hill – Phase 2** - Iron Woman Construction is installing sanitary sewer and manholes. (DV #2020-240) (see near right)

### Operations and Pavement Management

- **Maintenance Projects:**

Project	Timeline	Maintenance Details
<b>Maintenance Improvements on Spruce Mountain Road</b>	June 1 – August 4	Patching asphalt on Spruce Mountain Road from Larkspur – S. County Line.
<b>Emergency Repairs on Colorado Blvd, Quebec St &amp; Highlands Ranch Pkwy</b>	June 30 – July 2	Patching asphalt on Colorado Boulevard and Quebec Street.

- **Roadside Mowing** – The map shows all mowing activities planned for this year. Scheduled mowing is highlighted in light green and completed mowing is highlighted in dark green. YTD - 166 miles have been mowed.



- **Street Sweeping Program:** In June, 255 lane miles were swept and 108 square yards of debris was removed from County roadways.

- **Gravel Road Blading:** In June, 246 lane miles were graded for a total YTD of 1,607 lane miles.

- **Paved Surface Maintenance:** In June, 15,760 pounds of pothole patching material was applied to County roads for a YTD total of 189,854 pounds of cold mix. During the same month, 9,440 pounds of crack sealing material was used for a YTD total of 150,720 pounds of cold mix.

- **Culvert Inspections** - During this reporting period, culvert inspections were completed on 11 county roads. Condition reports from 357 total inspections (YTD):

- 27 Excellent
- 142 Good
- 93 Fair
- 76 Poor
- 16 Severe



### Building

- **Inspections, Permits and Valuations for June 17 – July 2, 2025:**

Inspections	
Building	1161
Electrical	906
Mechanical/Plumbing	540
Roofing	129
Permits	
Accessory Use	34
New Commercial	4
Residential Alteration	0
New Residential	33
Roofing	94
Valuations	
Accessory Use	\$1,447,713
Commercial	\$3,083,074
Residential Alteration	\$1,011,924
New Residential	\$14,152,134

## Open Space and Natural Resources

- **Search and Rescue Training-** On Sunday June 29<sup>th</sup>, Douglas County Open Space hosted Douglas County Search and Rescue at Dawson Butte Open Space for a training. The training focused on learning what equipment to grab for different scenarios and what information needs to be passed from the first team on scene to the following team bringing more gear. The training ended in practicing how to secure an individual in a litter to be transported out of the field. Open Space staff participated in the training and learned valuable lessons from this ongoing partnership.



- **Star Party** - On Friday June 20<sup>th</sup>, Douglas County Open Space, in partnership with the Denver Astronomical Society, hosted another Star Party at Sandstone Ranch Open Space. The event was for people who wished to observe and enjoy the night sky and an informational talk on a general astronomy was also provided. Guests are encouraged to bring their cameras and telescopes, where volunteers are available to assist with setup and pointers. This event has quickly become a favorite for Douglas County residents, with many returning attendees! The next Star Party event is scheduled for July 26<sup>th</sup>.





- **A true taste of summer at Spruce Meadows in July** - There are some places in Douglas County where you really can get away from it all. This July, let the wanderer in you enjoy in Agents of Discovery. Explore the vast prairie, rolling hills and wide-open summer skies of Spruce Meadows just outside Larkspur. [Watch this video](#) as Commissioner Kevin Van Winkle and his family learn what Agents of Discovery is all about. [Head to our webpage to download the free Agents of Discovery app.](#) Take part in July's mission on location or at home and check back to enjoy a new adventure every month.



## Community Services

### Activity Report June 18 – July 2, 2025

- **Unity on Park Open House and Community Celebration** – Staff attended the community celebration commemorating the opening of Unity on Park. Wellspring Housing and the Douglas County Housing Partnership (DCHP) partnered together to establish Unity on Park Street.

Unity on Park provides affordable housing for residents with intellectual and developmental disabilities while providing support and resources for successful independence. Both non-disabled and disabled residents will live in this unique community, creating a sense of unity. The project benefited from funding support from Douglas County and the Developmental Disabilities Mill Levy grant, helping to make this inclusive housing model possible.



- **Highlands Ranch Link On Demand Outreach** – Staff continued their public outreach efforts by hosting information tables at Southridge Recreation Center, the Highlands Ranch Library, and the Highlands Ranch Senior Center. Informational pamphlets were given to the staff at each location and Community Services staff assisted riders in setting up the app and creating a user profile to take a ride on Link.



- **Older Adult Grant Funds and Services for May 2025:**

Grant	# Of Trips/Units	Grant Amount Expended
CDOT MMOF - Transportation	206 trips	\$7,088.17
DRCOG 5310 – Transportation	591 trips	\$28,880.04
DRCOG 5310 – Call Center	198 calls	
DRCOG AAA – Chore	47 units	\$50,055.63
DRCOG AAA – Homemaker	550.25 units	
DRCOG AAA – Personal Care	349.25 units	
DRCOG AAA – Transportation	418 trips	
DRCOG HST (FASTER) - Trips	110 trips	\$5,158.75
DRCOG HST (FASTER) – Call Center	296 calls	

- **Douglas County Youth Initiative (DCYI): La Liga Futbol** - La Liga Fútbol is a collaborative program between Iglesia Nueva Vida Church and the Douglas County Youth Initiative, bringing community, fun, and mentorship to local youth through the game of soccer.

The program features both Spanish and English-speaking adult coaches and referees, ensuring a supportive environment for all. Each participant receives a free jersey, adding to the sense of team spirit and unity. This summer, 77 youth pre-registered, with even more signing up at kickoff. WrapAround staff member Matt Kilian volunteered as a coach and mentor, supporting the players both on and off the field. The final regular season game was held on June 26 with the championship match on June 28. The winning team will celebrate in style at The Aspen Effect's ranch with a pizza party,



mini horses, and plenty of fun!

- **Grant Provider empowOR Training** – Community Services worked with new Older Adult service providers to prepare them for the upcoming grant program year. New providers, ACASA Senior Care and Home Instead, will provide needed in-home services funded through Denver Regional Council of Government grants beginning July 1, 2025. County staff provided training on the empowOR grant software used to track funding, units of service and compliance with DRCOG requirements.

## Public Health

- **As of Monday, July 7, all Health Department offices moved to a new location** - Do you use Health Department services such as Vital Records (birth and death certificates) or WIC? As of Monday, July 7, all Health Department offices moved to a single location. Find all Health Department services and employees at 11045 E. Lansing Circle, Suite 300, in Englewood (Meridian), CO. There will be no disruption to services of any kind. [Visit the Health Department online for more information about services.](#)



## Arapahoe/Douglas Works!

- **Successes/Highlights**
  - Arapahoe/Douglas Works! was invited to present at the July 24 Douglas County EDC luncheon. Sasha Easton, Director, and Jamie Fisher, Business Services Manager, will share information on our programs and resources.
  - Arapahoe/Douglas Works! was recently awarded \$165,000 in grant funding to serve homeless, at-risk veterans reentering the workforce. Please find additional details here: <https://www.dol.gov/newsroom/releases/vets/vets20250627>
- **Events**
  - Arapahoe/Douglas Works! will be participating in the semi-annual Strive to Thrive Resource and Service Fair on Tuesday, July 29th from 4-6pm at Cherry Hills Community Church. Staff from the Douglas County Youth, Employment First, and Colorado Works teams will provide career navigation and resource support.
  - Arapahoe/Douglas Works! tabled at the Senior Life Expo on June 4th at the Douglas County Fairgrounds. The event was attended by 609 guests that had the opportunity to hear about what Arapahoe/Douglas Works! does. While most attendees were retired and not looking for



employment for themselves, it was a good opportunity to share information to them to provide to their adult children, young adult grandchildren, friends, and neighbors. Below is a photo of the Generations@Work! Program Supervisor at the event.



- Arapahoe/Douglas Works! is paying for a Douglas County resident to attend the Virtual Work Readiness class in July. The participant will receive comprehensive training on soft skills and how to successfully work in a virtual environment, which will help her employability. The class is a partnership between ACC and Arapahoe/Douglas Works!. The participant will also receive a laptop at no cost if she successfully completes the program.
- Coming Soon: The Career Services team will be expanding services, including adding a new second chance workshop that will be offered to the public and at the justice center. Additionally, due to the success of introducing job readiness workshops to the Castle Rock office, Arapahoe/Douglas Works! will be adding additional social and emotional workshops to its rotation. The goal to roll these out is July or August.
- The public workforce system got a new labor market exchange and case management system. It was implemented at the beginning of June. The system has more features to assist job seekers in their job search and will help streamline case management across all workforce programs.

## Facilities, Fleet and Emergency Support Services

### *Douglas County Fairgrounds and James R. Sullivan Events Center*

- **Fairgrounds Events:** Baptism, Ben E Keith Food Show (Pictured), Market Rabbit ID Day, 4-H Cowboys Club, Plum Creek Kennel Club, 4-H Cloverbud Camp, SRP Training, CPR Training, Rebel Tatters, Western Dressage Clinic, Halau Kalama Luau, Romo Quince, 4-H Rocket Fly Day, Plum Creek Farmers Market, Elite K-9, 4-H Horse Ride Night, 4-H Dog Practice, Plum Creek Kennel Club, Fourth of July Run, Mile High Golden Retrievers, Hindu Wedding Rehearsal, Hindu Wedding, Plum Creek Farmers Market, Srienna's Half Saree Ceremony, 4-H Parker Barkers, Public Works Training, 4-H Summer Outreach, 4-H Cowboys Club Practice, Roaring Fork Kennel Club Dog Show, Mile Hi Barrels July Race, Celebrating



Americas Heroes.

- **Fair & Rodeo Committee Meetings:**
  - Show Management 7/2
  - Marketing 7/7
  - Guest Services 7/7
  - Livestock Sale 7/9
  - Entertainment 7/10
  - Executive 7/10
  - Admin 7/10
  - Fair Board 7/17



### **Facilities Projects:**

- **Fairgrounds:**
  - Kirk Hall South Door Replacement: 50%
  - Outdoor Arena Signage: 100%
  - Midway Stage Shade Sails: Scheduled to break ground 7/2

- Fairgrounds Premium Seating Deck: break ground week of 7/6
- Indoor Arena Ticket Office Updates: 60% complete
- **Justice Center:**
  - Elevator Modernization J, K, L, M – 80% complete
  - DCSO Lobby Control and Records Remodel – 95% complete
- **Lansing Point** - Diversion, Probation, CJS and Health Dept – 98% complete
- **Douglas County Safehouse Remodel** - 40% complete (see right)
- **PMC:** Fire panel replacement – 90% complete



## **Fleet**

- **Recently Completed:**
  - In Serviced units 2359 (pictured), 2505, 2525 and 25031.
  - Decommissioned unit 1245
  - Installed grapple police bumper on DCSO Tahoe. (pictured)
  - IFB for shop supplies has been completed and awarded.
- **Working On:**
  - JD23 ADD assets
  - 2025 Budget asset and upfit specs
  - John Deere motor grader lease buyouts
  - 2026 Budget Fleet Replacements
- **Fleet Acquisitions:**
  - 2024 Asset Replacements & ADDs (85 assets)
    - Budgeted – 2 PO; 28 at upfitter, 39 received
    - Additional/Unbudgeted – 4 at upfitter, 8 received
    - Risk Mgt Replacement – 3 received
  - 2025 Asset Replacements & ADDs (74 assets)
    - Budgeted – 3 in process, 17 PO, 24 at upfitter, 20 received
    - Additional/Unbudgeted – 3 PO, 3 received
    - Risk Management – 2 in process, 1 at upfitter, 1 received



## **Safety and Security / Emergency support Services**

- Fire drills will take place in the coming months
- Fairgrounds camera upgrade: 90% complete

## **Commissioner Work Sessions – June 30, 2025**

- **Update on Douglas County Entryway Signs** – Staff presented information on suggested sign locations (North side – RTD Pedestrian Bridge Welcome Sign, Lincoln Avenue main monument; South side - north of Wildlife Crossing) as well as several design concepts for the Board’s consideration. Concept 2 was preferred with suggested modifications. The conceptual level cost estimate is \$1.1 million per sign; this estimate will be refined in the next couple of sessions as the final selection is approved and final design begins. Board assistance will be needed with RTD, FHWA approvals when submitted. Next steps – Schedule next work session in mid to late August to review options based on Concept 2.
- **Update on Sedalia Public Works Operations Site** - The Public Works department is currently in the second round of negotiations for an initial 5-year lease of a 30-acre property at \$105,000 per year, with a purchase option between years 5 and 10 at an anticipated price of \$3.3 million. Planned uses include relocating the current slash/mulch site, consolidating electronic waste collection, and establishing a household hazardous

waste drop-off facility. Also planned for this facility is the proposed construction of the first county-owned and operated biochar processing facility, which integrated with slash/mulch and composting operations, will expedite hazardous wildfire fuel removal, reduce project costs, and produce biochar for various beneficial applications. The total capital investment required for the biochar facility is approximately \$5.5 million. Funding sources for this project were discussed and staff are aggressively pursuing grants, with over \$33 million in available funds identified, and a promising application could provide up to \$20 million for construction and site development. The project anticipates a 9-year return on investment for the \$5.5 million capital. The lease agreement and equipment order are slated for approval in July, with a groundbreaking targeted for August, and the facility aiming to accept materials by January 2026 and open by Spring.

### Commissioner Work Sessions – July 1, 2025

- Zebulon Sports Complex Planning Update – Executive Session** - This session focused on the progress and strategy for the Zebulon project, which is considered a priority project for the Board. The discussion took place in an executive session primarily for negotiations with the property owner and municipalities. The executive session concluded with the understanding that staff has clear direction on negotiations and the various moving parts and partners involved in the project that will be led by the County.
- Cherokee Ranch and Castle Foundation MOU** – This work session focused on the request for funding from the Cherokee Ranch and Castle Foundation (CRCF) in the amount of \$575,000 and a proposed Memorandum of Understanding (MOU) that will detail how the funds will be allocated, funding sources, and other considerations as well as the County’s representation on the CRCF. Who will be the designated representatives on the Board has not been decided at this time and the MOU will be approved at an upcoming Business Meeting.
 

**Motion** – Advance the request for \$575,000 to a Business Meeting for final approval, with funding from Open Space and Historic Preservation sales tax. Passes 3-0.
- Funding for Macanta Regional Park** – This property is 498 acres and was dedicated to the County in 2007 as part of the Canyons Development and is located between the Canyons and Pradera residential developments. The project is proposed to be developed as a passive site, including trails and challenge stairs, and was previously submitted to the County for as a request for funding in the amount of \$3.8m. Both the Parks Advisory Board and County Open Space Advisory Committee have reviewed the request and recommend funding with terms detailed.
 

**Motion** – Proceed with the funding and development of Macanta Regional Park using open space dollars and phased funding as outlined by staff. Passes 3-0.

### Planning Services Activity Report

Completed Projects					
Dist.	Date	Project Title	Project Description	Project Type	Project No.
3	06/18/25	Highlands Ranch Filing 149, 4 <sup>th</sup> Amd, Lot 1C-1A-1, 5 <sup>th</sup> Mod	Request for the relocation of the entry door.	SIP Modification	SP2025-037
3	06/20/25	Range Preliminary Plan	Request to subdivide 550 single-family residential lots.	Preliminary Plan	SB2024-048
2	06/20/25	Nichols Exemption, 1st Amendment	Request to adjust property lines for two exempt parcels.	Exemption	EX2024-004
2	06/23/25	Castleton Center Filing 1, Lot LI-2, 1st Modification	Request for change in use to recreation facility - indoor.	SIP Modification	SP2025-046

Dist.	Date	Project Title	Project Description	Project Type	Project No.
2	06/23/25	The Hills at Bayou Gulch Filing 2B, Lot 91	Reduce street setback from 50' to 47.6' for construction error.	Administrative Variance	VA2025-006
3	06/23/25	Roxborough Park Filing 1, Lot 1, 2nd Modification	Request to add storage shed to dog day care facility.	SIP Modification	SP2025-044
	06/24/25	Economic Development Zone Site Development Plan	Elbert County - Proposal for year-round market with local vendors.	External Referral	RE2025-108
1	06/24/25	Fields Filing 1	Request for final plat for 118 single-family residential lots.	Final Plat	SB2024-041
1	06/25/25	Meridian Office Park Filing 1, 2 <sup>nd</sup> Amd, Block 4, Lot 1, 5 <sup>th</sup> Rev, 7 <sup>th</sup> Mod	Eligible Facilities Request to remove and replace equipment on existing tower.	SIP Modification	SP2025-042
1	06/25/25	Looking Glass Filing 33	Town of Parker - final plat of Looking Glass Filing 33.	External Referral	RE2025-101
1	06/25/25	Looking Glass Filing 32	Town of Parker - final plat of Looking Glass Filing 32.	External Referral	RE2025-100
2	06/25/25	Vista Hills Subdivision, 1st Amendment	Correct errors in dimension labels for 3 residential building envelopes.	Administrative Replat	SB2025-023
1	06/26/25	Reata North Filing 1, Tract T	Town of Parker - USR to construct a building and corresponding piping to support an existing well house.	External Referral	RE2025-103
2	06/26/25	Castleton Center Filing 2, Lot LI-7, 1st Modification	Minor modifications to exterior of existing dog day care facility.	SIP Modification	SP2025-045
2	06/26/25	Cross Mountain	Change 18 acres from A-1 to OSCD	Zoning Map Change	DR2025-001
2	06/26/25	Dawson Trails Filing 3	Referral request from the Town of Castle Rock for a final plat.	External Referral	RE2025-099
2	06/26/25	Happy Canyon Filing 4, Tracts F and G	Rezone 2 DC Tracts to be rezoned from ER to OS.	Zoning Map Change	DR2024-005
1	06/26/25	New Horizon Filing 1, Block 1, Lot 1	Town of Parker - replat of the New Horizon Subdivision to allow for future development.	External Referral	RE2025-102
1	06/27/25	Condominium Map of Lyric Condos	City of Lone Tree - plat map of 10 condominiums.	External Referral	RE2025-109
1	06/27/25	Reata North Filing 1, Tract T	Town of Parker - Site Plan to construct a building & piping to support an existing well house.	External Referral	RE2025-105

## Referrals

Dist.	Date	Project Title	Project Description	Project Type	Project No.
2	06/04/25	Sundown Oaks Metropolitan District	New Service Plan for Sundown Oaks Metropolitan District	New Service Plan	SV2025-005
1	06/10/25	Cottonwood Metropolitan District, 1st Amendment	Cottonwood Metropolitan District Service Plan, 1st Amendment	Material Modification	SV2025-004
2	06/10/25	Canyons South Filing 1A, 4th Amendment	Request to adjust road and tract boundaries.	Replat	SB2025-018
2	06/11/25	Allen Exemption	Request for an exemption to legalize a parcel.	Exemption	EX2025-004



Dist.	Date	Project Title	Project Description	Project Type	Project No.
1	06/12/25	Pinecrest Community Church	Subdivide into two lots.	Minor Dev Residential	SB2024-070
3	06/12/25	9375 Cresthill Lane	Add 12,000 SF to the HR High School for automotive career space.	Location and Extent	LE2025-007
2	06/16/25	Meribel Village Filing 1, 9th Amendment	Change 7 lots from SR and LRR to A-1.	Zoning Map Change	DR2025-003
2	06/16/25	Meribel Village Filing 1, 9th Amendment	Request for a replat and road vacation for 7 lots.	Replat	SB2025-008
2	06/17/25	9876 Democrat Road	Request from Black Hills Energy for gas regulator station and pipelines.	Location and Extent	LE2025-008
3	06/25/25	Erickson Filing 1, 8th Amendment	Lot Line Vacation to combine two lots.	Administrative Replat	SB2025-024
2	06/27/25	Woodmoor Mountain Filing 1, Lot 35	Reduce street setback from 40' to 19' due to a construction error.	Variance	VA2025-008
3	06/27/25	Reynolds Industrial Park, 4th Amendment, Lot 26A, 2nd Rev	Build addition to existing commercial site.	SIP Revision	SP2025-015
3	06/27/25	Sterling Ranch Planned Development, 10th Amd	Amend the distribution of 12,050 residential dwelling units.	Planned Dev - Admin Amd	ZR2025-003

### Upcoming BOA Hearings

Dist.	Date	Project Title	Project Description	Project Type	Project No.
2	07/29/25	Woodmoor Mountain Filing 1, Lot 35	Reduce street setback from 40' to 19' due to a construction error.	Variance	VA2025-008

### Upcoming PC Hearings

Dist.	Date	Project Title	Project Description	Project Type	Project No.
3	07/07/25	9375 Cresthill Lane	Add 12,000 SF to HR High School for automotive career space.	Location and Extent	LE2025-007
2	07/07/25	9876 Democrat Road	Request from Black Hills Energy for gas regulator station and pipelines.	Location and Extent	LE2025-008
2	07/21/25	Keene Ranch Planned Development, 3rd Amendment	Change fencing standards to allowed distance from right-of-way.	Planned Dev - Major Amd	ZR2023-007
3	07/21/25	Highlands Ranch Planned Dev, 80th Amd	Amendment to PA 85 to add residential units.	Planned Development - Major Amd	ZR2025-001
3	08/04/25	Solstice Filing 5, Tract A	Begin development of park amenities for Fun Shade Park.	Location and Extent	LE2025-006

### Upcoming BCC Land Use Hearings or Meetings

Dist.	Date	Project Title	Project Description	Project Type	Project No.
1	07/22/25	Fields Filing 3	Request to establish 7 single family residential lots.	Final Plat	SB2024-068
2	07/22/25	Pinery Planned Development, 31 <sup>st</sup> Major Amendment	Increase dwelling units in PA 63 for up to 45 residential lots.	Planned Dev - Major Amd	ZR2023-002
2	08/12/25	Keene Ranch Planned Development, 3 <sup>rd</sup> Amendment	Change fencing standards to allowed distance from right-of-way.	Planned Dev - Major Amd	ZR2023-007

Dist.	Date	Project Title	Project Description	Project Type	Project No.
3	08/12/25	Highlands Ranch Planned Development, 80 <sup>th</sup> Amd	Add residential units.	Planned Dev - Major Amd	ZR2025-001

### Pre-submittals

Dist.	Date	Project Title	Project Description	Project Type	Project No.
2	06/18/25	2855 Highway 85	Determine possible access points to site.	Site Imp Plan	PS2025-125
2	06/18/25	PS2025- 14252 S SH 83	Establish a high-end camping resort.	Use by Special Review	PS2025-127
2	06/18/25	Plum Creek, Lot 1, Blk 1 and Lot 2, Blk 1	Construction of a Veterans Center and Hero's Hall	Location and Extent	PS2025-118
3	06/18/25	Highlands Ranch Filing 105, Most Lot 8	Facilitate a use change.	SIP Revision	PS2025-124
2	06/24/25	Wentzel Commercial Park, Lot 3	Revise the location and configuration of a handicap ramp.	SIP Revision	PS2025-134
1	06/26/25	9056 E Parker Rd	Install a sunshade over the outdoor classroom and define a Conex box and sign on the property.	Administrative Amendment	PS2025-135
3	06/27/25	5377 N State Hwy 67	As-built for various changes to building being used as an office.	Site Imp Plan	PS2025-133

### Streamline Pre-submittals

Dist.	Date	Project Title	Project Description	Project Type	Project No.
2	06/20/25	Rieber Pensco Exemption, Parcel 2	Lot Line Adjustment to create a more usable lot size.	Exemption	PS2025-132

### New Applications

Dist.	Date	Project Title	Project Description	Project Type	Project No.
2	06/18/25	The Hills at Bayou Gulch Filing 2B, Lot 91	Reduce street setback from 50' to 47.6' for construction error.	Administrative Variance	VA2025-006
2	06/18/25	Sundown	Subdivide into 17 single family lots with 50% open space.	Final Plat	SB2025-019
1	06/20/25	Crest View, 2nd Amendment	Subdivide an existing single family residential lot into 2 lots.	Replat	SB2025-020
1	06/20/25	Park Meadows Town Center Filing 1A, 9th Amendment	City of Lone Tree - replat to break 1 lot into 3 lots.	External Referral	RE2025-110
2	06/23/25	Castleton Center Filing 2, Lot LI-7, 1st Modification	Exterior of existing dog day care facility.	SIP Modification	SP2025-045
2	06/23/25	Castleton Center Filing 1, Lot LI-2, 1st Modification	Request for change in use to recreation facility - indoor.	SIP Modification	SP2025-046
3	06/23/25	Highlands Ranch Filing 103A, 1st Amendment	Request to adjust boundaries between one lot and two tracts.	Administrative Replat	SB2025-021
3	06/23/25	Roxborough Park Filing 1, Lot 1, 2nd Modification	Request to add storage shed to dog day care facility.	SIP Modification	SP2025-044
1	06/23/25	Piney Lake Trails, Metropolitan District 1	Correct plat references to the legal name.	Administrative Replat	SB2025-022

Dist.	Date	Project Title	Project Description	Project Type	Project No.
3	06/24/25	Erickson Filing 1, 8th Amendment	Lot Line Vacation to combine two lots.	Administrative Replat	SB2025-024
2	06/24/25	Vista Hills Subdivision, 1st Amendment	Correct errors in dimension labels for 3 residential building envelopes.	Administrative Replat	SB2025-023
3	06/24/25	3280 Redstone Park Cir, 3rd Modification	Eligible Facilities Request: T-Mobile to remove and replace equipment.	SIP Modification	SP2025-048
3	06/24/25	Highlands Ranch Filing 7, Lot 2, 1st Modification	Install outdoor HVAC unit at existing commercial building.	SIP Modification	SP2025-047
2	06/24/25	Bella Mesa South	Town of Castle Rock - SDP for 93 townhomes.	External Referral	RE2025-111
2	06/25/25	Legends Club, Tract D1	Telecommunication facility equipment.	Administrative Variance	VA2025-007
2	06/25/25	Woodmoor Mountain Filing 1, Lot 35	Reduce street setback from 40' to 19' due to a construction error.	Variance	VA2025-008
2	06/26/25	Monte Ridge, 2nd Amendment	Request for a lot line vacation to combine two lots.	Administrative Replat	SB2025-025
	06/27/25	Together Jeffco 2045 and Transportation & Mobility Plan	2 <sup>nd</sup> request from Jefferson Co for the preliminary "Together Jeffco" 2045 Comprehensive Plan and Transportation and Mobility Plan.	External Referral	RE2025-112
3	06/27/25	Sterling Ranch Planned Development, 10th Amd	Amend the distribution of 12,050 residential dwelling units.	Planned Dev - Admin Amd	ZR2025-003
2	06/27/25	Castle Pines 1 <sup>st</sup> Amd, Lot 1, 2 <sup>nd</sup> Mod	Replace the parking lot lighting.	SIP Modification	SP2025-049
1	06/30/25	Compark Business Campus Metro District, First Amd	Compark Business Campus Metro District, 1st Amendment.	Material Modification	SV2025-006
3	06/30/25	6996 Titan Road, 1st Modification	Eligible Facilities Request – add equip & expand support compound	SIP Modification	SP2025-051

### New Miscellaneous Jobs

Dist.	Date	Project Title	Project Description	Project No.
	06/26/25	Miscellaneous Street Naming & Addressing Documents	Miscellaneous Street Naming and Addressing Documents	MI2025-014
2	06/27/25	Wildcat Regional Park	Transfer for 202-acre Wildcat Regional Park.	MI2025-015

### New Sign Permits

Dist.	Date	Project Title	Project Description	Project No.
3	06/18/25	Highlands Ranch Filing 133A, Lot 6	CrumbI - 9557 S University Blvd Unit #102	SG2025-073

### Special Event Liquor Permits

Dist.	Date	Event Name	Permittee Name & Event Address	Permit No.
3	06/23/25	Stars & Stripes Celebration	Sterling Ranch Community Advisory Board - 9765 Middle Peak St	LL2025-038
2	06/24/25	Benefit Concert at Happy Dog Ranch Horse Sanctuary	Happy Dog Ranch Foundation - 3640 N State Highway 67	LL2025-040

Dist.	Date	Event Name	Permittee Name & Event Address	Permit No.
3	06/25/25	Bigfoot Bash	Highlands Ranch Backcountry Wilderness Area Fund - 6005 Ron King Trl	LL2025-041
3	06/27/25	Douglas County Library Brew Tour Events	Douglas County Libraries - 9292 Ridgeline Blvd	LL2025-042
2	06/30/25	2025 Forever Colorado BBQ	Colorado Cattlemen's Agricultural Land Trust - 6440 Dakan Rd	LL2025-043

### Engineering Services Bid Calendar (*updated 6/16/25*)

Project Description	Plans Available to Contractors	Contractor Pre-Bid Conference	Project Bid Opening	Tentative BCC Approval Date
County Line Road (Univ to Broadway) - CI 2020-013	Mar. 31, 2025	Apr. 9, 2025	May 6, 2025 <i>Bids under review</i>	TBD

This project consists of widening and reconstruction of County Line Road between Broadway and University. County Line Road will be widened from one lane to two lanes in each direction and the project will install a new traffic signal at the intersection of Clarkson Street and provide noise mitigation on the north side of County Line Road.