

[REDACTED]

[REDACTED]

[REDACTED]

From: **Ceja, Beatriz** <Beatriz.Ceja@ed.gov>
Date: Wed, Feb 15, 2017 at 11:34 AM
Subject: Allegations pertaining to ASU's Title V funding
To: "tbecker@adams.edu" <tbecker@adams.edu>
Cc: "Clark, Njeri" <Njeri.Clark@ed.gov>, "Gaona, Richard" <Richard.Gaona@ed.gov>, "jmmortensen@adams.edu" <jmmortensen@adams.edu>

Dear Ms. Becker,

You are listed as the Authorizing Representative for the Title V grant awarded to Adams State University; as such I want to inform you that I received a complaint regarding the misuse of Title V funding at Adams State University (ASU). The complaint alleges that ASU's Executive Director of Office of Title V Initiatives knowingly awarded a contract to La Manzanilla Farm, to host the Unidos Equity Leadership Retreat, which financially benefited a relative. The complaint further alleges that the contract awarded was in violation of the institution's handbook regarding policies on ethics and conflicts of interest.

While the retreat itself is an approved activity under the grant, this complaint does raise questions about the institution's oversight and administration of the grant, as well as the university's procurement protocols. As a result, I would like to request the records regarding the retreat, which include: invoices, agendas, and contracts. Also, given the allegations please respond to the following questions:

- What is the university's procurement process when seeking and contracting venues for university sponsored events?
- Does the university always hold retreats in the same place?
- How was the contract for this venue arranged? Who negotiated the contract? Who is responsible for the oversight of such contracts?
- Did the university ask for additional bids from other venues, prior to selecting La

Manzanilla Farm?

Please feel free to contact me regarding this matter.



Beatriz Ceja-Williams

Division Director

U.S. Department of Education | Office of Postsecondary
Education

Institutional Service – Hispanic Serving Institutions

400 Maryland Avenue, S.W. 4C133 | Washington, D.C. 20202

(Phone) [202-453-6239](tel:202-453-6239) | beatriz.ceja@ed.gov

CYNTHIA H. COFFMAN
Attorney General

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Chief Deputy Attorney General

MELANIE J. SNYDER
Chief of Staff

FREDERICK R. YARGER
Solicitor General



**STATE OF COLORADO
DEPARTMENT OF LAW**

RALPH L. CARR
COLORADO JUDICIAL CENTER
1300 Broadway, 6th Floor
Denver, Colorado 80203
Phone (720) 508-6000

State Services Section

March 17, 2017

Ms. Beatriz Ceja-Williams
Division Director
U.S. Department of Education, Office of Postsecondary Education
Institutional Services – Hispanic Serving Institutions
400 Maryland Avenue, S.W. 4C133
Washington, D.C. 20202

Sent via email to: beatriz.ceja@ed.gov

RE: Unidos Equity Leadership Institute

Dear Ms. Ceja Williams:

Please allow this letter to serve as a response to your recent e-mail to Adams State University. Your correspondence requested specific information related to the use of La Manzanilla Farm to host the Unidos Equity Leadership Institute ("Institute"). It is our understanding that you received a complaint alleging that Adams State University's Executive Director of the Office of Title V Initiatives ("Executive Director") awarded a contract which financially benefited a relative. The complaint further alleged that the contract awarded was in violation of the institution's handbook regarding policies on ethics and conflicts of interest.

As an initial matter, we have provided copies of the purchase order for Jack Farm LLC (doing business as La Manzanilla Farm), the rental agreement, and the leadership institute agenda. See Exhibit A. While Jack Farm is owned by a relative of the Executive Director, she was not involved in the process of selecting a venue for the Institute, nor did she influence that decision. Ms. Marcella Garcia, the Activities Director for the Title V grant, was responsible for selecting the venue, negotiating the contract and managing the final execution of terms. In terms of selecting La Manzanilla Farm for the retreat, this venue was actually the third choice of Ms. Garcia. The location of the Institute may change from year to year depending on needs, availability and cost. The Institute is a specific activity written into the grant and parallels the commitment to inclusive excellence and equity leadership within each of the partner institutions (University of New Mexico – Taos, New Mexico Highlands University, and Adams State University).

The Institute was originally scheduled for May 22-27, 2016, pending the receipt of the research subaward from the University of New Mexico. In anticipation of the

award, discussions were held with Trinchera Ranch in Fort Garland, Colorado, to hold the Institute at that location. As of March 1, 2016, the subaward was still pending. With the scheduled event only two months away, the ASU Title V office decided to postpone the Institute to a later date. Fortunately, the subaward agreement became effective on March 4, 2016, allowing the Institute planning to move forward, but the May 22-27, 2016 dates were already removed from the Trinchera Ranch calendar and the calendars of the facilitators.

After discussing with the Institute facilitators, Ms. Garcia selected August 4-9, 2016 as the new timeframe for the Institute. These dates were the only days available for both facilitators. The search continued to locate a proper venue that fit within the date, cost, and needs parameters of the event. Because there are three institutions that work together under the primary grant, the Title V office looked for locations easily accessible by all. In addition to revisiting Trinchera Ranch, ASU considered El Monte Sagrado in Taos, New Mexico. Unfortunately, neither Trinchera Ranch nor El Monte Sagrado was available during the August 4-9, 2016, timeframe. At that point, La Manzanilla Farm was contacted and negotiations occurred to secure the venue.

The attached documents demonstrate that La Manzanilla Farm was well within the same price range as Trinchera Ranch and El Monte Sagrado. See Exhibit B. The facility fell within the location, cost, and needs parameters of the Institute. Matching the venue to the needs of the Institute was very important. The topics tend to be delicate, necessitating space separate from guests not participating in the Institute. La Manzanilla Farm fit perfectly. Even though the facility is owned by a relative of the Executive Director, that employee was not involved in the selection or negotiation of the venue.

The Title V grant office appropriately followed the University procurement process. The office provided multiple quotes from different locations to the Purchasing Office for its review. The quote for La Manzanilla was well below the amount that would require a bid process. As such, negotiations moved forward. The University Purchasing Director reviewed and revised the proposed vendor agreement, bringing it into compliance with state indemnification and insurance requirements. The Purchasing Director then forwarded the documentation for approval to the University President or her delegate, in this case, the Chief Operations Officer ("COO"). The Purchasing Director let the COO know that the owner of La Manzanilla was related to the Executive Director in an effort to disclose all relevant information to him as he reviewed the documentation. The COO reviewed and approved the use of the venue, allowing for a purchase order to be issued. A copy of the University's Purchasing Manual is included for your review. See Exhibit C.

As a final note, Alamosa is a small, rural community. In working with the other institutions included in this grant, it was challenging to locate a facility with the necessary availability and structure to meet the needs of the Institution,

particularly one that is reasonably priced. After contacting Trinchera Ranch in Fort Garland and El Monte Sagrado in Taos, there were few options left. Locating a venue for the summer presents additional challenges as the Institute tends to compete with weddings and family reunions when scheduling a venue – particularly because the Institute spans nearly a week. The ASU Title V grant office sought out and attempted to secure an agreement with two other venues, running into scheduling issues with both. Recognizing that time was running out, the Title V grant office considered cancelling the Institute entirely. The notion of cancelling the Institute was ominous. Fortunately, La Manzanilla, as a new and recently opened venue location, became an option. Admittedly, La Manzanilla is owned by a relative of the Executive Director, but that did not influence the decision to hold the Institute at that location. The potential for a perceived conflict was disclosed to the COO, who reviewed the documentation with all information under consideration. The venue was selected for very specific business reasons: availability, ability to meet the needs of the Institute, and reasonableness of cost.

Feel free to contact me with any questions.

Sincerely,

FOR THE ATTORNEY GENERAL

A handwritten signature in cursive script, appearing to read "J. Chavez Salazar".

JESSICA CHAVEZ SALAZAR
Counsel for Adams State University
First Assistant Attorney General
Higher Education Unit
State Services Section
(720) 508-6173
Email: jessica.salazar@coag.gov



Adams State University
208 Edgemont Blvd.
Alamosa, Colorado 81101
(719) 587-7526 Email: Purchasing@adams.edu

PURCHASE ORDER P0170137 Page 1
DATE OF P.O. 07/13/16

TO **JACK FARM**
VENDOR CODE
Jack Farm LLC
6491 S Hwy 17
Alamosa CO 81101

08/04/16
DATE REQUIRED

Ship to address below indicating PO number on all documents.

Marcella Garcia
Title V
208 Edgemont Blvd
Alamosa CO 81101

INSTRUCTIONS - INVOICE MUST STATE PURCHASE ORDER NUMBER, POINT OF DELIVERY, CONSIGNEE AND ALL DISCOUNTS.

Send ALL INVOICES to **ADAMS STATE UNIVERSITY**
ATTN: ACCOUNTS PAYABLE
208 Edgemont Blvd.
Alamosa, CO 81101

C.O.D. orders will not be accepted.

F.O.B. POINT		Renee Vigil BUYER NAME				
ITEM	COMMODITY DESCRIPTION	QUANTITY	U/M	UNIT PRICE	EXTENDED	
1	Conference Space and Lodging August 4 - 9, 2016 for 2016 Unidos Equity Institute * 30% Deposit Due Now = \$3,810 Balance Due within 30 days after Event	1.00	LOT	12,700.0000	12,700.00	
				DISCOUNT:	.00	
				ADDL CHARGES:	.00	
				TOTAL TAXES:	.00	
TOTAL					12,700.00	

CONDITIONS - GOODS OTHER THAN THAT SPECIFIED IN THIS ORDER MUST NOT BE SUBSTITUTED WITHOUT OUR AUTHORITY. PRICE INCREASES ALSO REQUIRE OUR PRIOR AUTHORIZATION. NO CHARGE WILL BE ALLOWED FOR PACKING, BOXING OR CARTAGE UNLESS AGREED UPON.
IF THE PRODUCTS ORDERED CONTAIN HAZARDOUS SUBSTANCE, INCLUDE THE LATEST MATERIALS SAFETY DATA SHEET (MSDS) WITH THE SHIPMENT.
TAX EXEMPTION: COMMODITIES INCLUDED IN THIS ORDER WILL BE USED IN AN ESSENTIAL GOVERNMENTAL FUNCTION AND ARE EXEMPT FROM STATE OF COLORADO SALES AND USE TAXES. TAX EXEMPT NO. 09804911.
THE CONTRACTOR/VENDOR ASSURES ADAMS STATE UNIVERSITY THAT IN PROVIDING THE GOODS OR SERVICES DESCRIBED HEREIN THAT NO QUALIFIED INDIVIDUAL WITH A DISABILITY SHALL, BY REASON OF SUCH DISABILITY, BE EXCLUDED FROM PARTICIPATION IN, OR DENIED THE BENEFITS OF THE GOODS, SERVICE, PROGRAMS, OR ACTIVITIES PERFORMED BY THE CONTRACTOR/VENDOR, OR BE SUBJECT TO ANY DISCRIMINATION BY THE CONTRACTOR/VENDOR UPON WHICH ASSURANCE ADAMS STATE UNIVERSITY RELIES.
P.O. IS SUBJECT TO THE TERMS AND CONDITIONS ATTACHED.

BY: *Renee Vigil*
PURCHASING AGENT

EXHIBIT

A

Purchase Order Terms and Conditions

1. **Offer/Acceptance.** If this purchase order ("PO") refers to vendor's bid or proposal, this PO is an ACCEPTANCE of vendor's OFFER TO SELL, in accordance with the terms and conditions of the "solicitation" identified in vendor's bid or proposal. The solicitation includes an RFP, IFB, or any other form of order by buyer. If a bid or proposal is not referenced, this PO is an OFFER TO BUY, subject to vendor's acceptance, demonstrated by vendor's performance or written acceptance of this PO. Any COUNTER-OFFER TO SELL automatically CANCELS this PO, unless a change order is issued by buyer accepting a counter-offer. This PO shall supersede and control over any vendor form(s) or part(s) thereof included in or attached to any bid, proposal, offer, acknowledgment, or otherwise, in the event of inconsistencies or contradictions, regardless of any statement to the contrary in such form(s) or parts thereof. 2. **Safety Information.** All chemicals, equipment and materials proposed and/or used in the performance of this PO shall conform to the requirements of the Occupational Safety and Health Act of 1970. Vendor shall furnish all Material Safety Data Sheets (MSDS) for any regulated chemicals, equipment or hazardous materials at the time of delivery. 3. **Changes.** Vendor shall furnish products and/or services strictly in accordance with the specifications and price set forth for each item. This PO shall not be modified, superseded or otherwise altered, except in writing signed by purchasing agent and accepted by vendor. Each shipment received or service performed shall comply with the terms of this PO, notwithstanding invoice terms or acts of vendor to the contrary, unless this PO has been modified, superseded or otherwise altered in accordance with this section. 4. **Delivery.** Unless otherwise specified in the solicitation or this PO, delivery shall be FOB destination. Buyer is relying on the promised delivery date, installation, and/or service performance set forth in vendor's bid or proposal as material and basic to buyer's acceptance. If vendor fails to deliver or perform as and when promised, buyer, in its sole discretion, may cancel its order, or any part thereof, without prejudice to its other rights, retain all or part of any shipment so made, and charge vendor with any loss or expense sustained as a result of such failure to deliver or perform as promised. Time is of the essence. 5. **Intellectual Property.** Any software, research, reports, studies, data, photographs, negatives or other documents, drawings or materials (collectively "materials") delivered by vendor in performance of its obligations under this PO shall be the exclusive property of buyer. Ownership rights shall include, but not be limited to, the right to copy, publish, display, transfer, prepare derivative works, or otherwise use the materials. Vendor shall comply with all applicable Cyber Security Policies of the State of Colorado (the "State"), or buyer, as applicable, and all confidentiality and non-disclosure agreements, security controls, and reporting requirements. 6. **Quality.** Buyer shall be the sole judge in determining "equals" with regard to quality, price and performance. All products delivered shall be newly manufactured and the current model, unless otherwise specified. 7. **Warranties.** All provisions and remedies of the Colorado Uniform Commercial Code, CRS, Title 4 ("CUCC"), relating to implied and/or express warranties are incorporated herein, in addition to any warranties contained in this PO or the specifications. 8. **Inspection and Acceptance.** Final acceptance is contingent upon completion of all applicable inspection procedures. If products or services fail to meet any inspection requirements, buyer may exercise all of its rights, including those provided in the CUCC. Buyer shall have the right to inspect services provided under this PO at all reasonable times and places. "Services" as used in this section includes services performed or tangible material produced or delivered in the performance of services. If any of the services do not conform to PO requirements, buyer may require vendor to perform the services again in conformity with PO requirements, without additional payment. When defects in the quality or quantity of service cannot be corrected by re-performance, buyer may (a) require vendor to take necessary action to ensure that future performance conforms to PO requirements and (b) equitably reduce the payment due to vendor to reflect the reduced value of the services performed. These remedies do not limit the remedies otherwise available in this PO, at law, or in equity. 9. **Cash Discount.** The cash discount period will start from the later of the date of receipt of acceptable invoice, or from date of receipt of acceptable products/services at the specified destination by an authorized buyer representative. 10. **Taxes.** Buyer and the State are exempt from all federal excise taxes under Chapter 32 of the Internal Revenue Code [No. 84-730123K] and from all State and local government sales and use taxes [CRS, Title 39, Article 26, Parts I and II]. Such exemptions apply when materials are purchased for the benefit of State, except that in certain political subdivisions (e.g., City of Denver) vendor may be required to pay sales or use taxes even though the ultimate product or service is provided to buyer. Buyer shall not reimburse such sales or use taxes. 11. **Payment.** Buyer shall pay vendor for all amounts due within 45 days after receipt of products or services and a correct notice of amount due. Interest on the unpaid balance shall begin to accrue on the 46th day at the rate set forth in CRS §24-30-202(24) until paid in full. Interest shall not accrue if a good faith dispute exists as to buyer's obligation to pay all or a portion of the amount due. Vendor shall invoice buyer separately for interest on delinquent amounts due, referencing the delinquent payment, number of day's interest to be paid, and applicable interest rate. 12. **Vendor Offset.** [Not Applicable to Inter-governmental POs] Under CRS §24-30-202.4 (3.5), the State Controller may withhold payment under the State's vendor offset interest system for debts owed to State agencies for: (a) unpaid child support debts or arrearages; (b) unpaid balances of tax, accrued interest, or other charges specified in CRS §39-21-101, et seq.; (c) unpaid loans due to the Student Loan Division of the Department of Higher Education; (d) amounts required to be paid to the Unemployment Compensation Fund; and (e) other unpaid debts owing to the State as a result of final agency determination or judicial action. 13. **Assignment and Successors.** Vendor shall not assign rights or delegate duties under this PO, or subcontract any part of the performance required under this PO, without the express, written consent of buyer. This PO shall inure to the benefit of and be binding upon vendor and buyer and their respective successors and assigns. Assignment of accounts receivable may be made only upon written notice furnished to buyer. 14. **Indemnification.** If any article sold or delivered under this PO is covered by a patent, copyright, trademark, or application therefore, vendor shall indemnify and hold harmless buyer from any and all loss, liability, cost, expenses and legal fees incurred on account of any claims, legal actions or judgments arising out of manufacture, sale or use of such article in violation or infringement of rights under such patent, copyright, trademark or application. If this PO is for services, vendor shall indemnify, save, and hold harmless buyer, its employees and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees and related expenses, incurred as a result of any act or omission by vendor, or its employees, agents, subcontractors or assigns, arising out of or in connection with performance of services under this PO. 15. **Independent Contractor.** Vendor shall perform its duties hereunder as an independent contractor and not as an employee. Neither vendor nor any agent or employee of vendor shall be deemed to be an agent or employee of buyer. Vendor and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through buyer and buyer shall not pay for or otherwise provide such coverage for vendor or any of its agents or employees. Unemployment insurance benefits will be available to vendor and its employees and agents only if coverage is made

available by vendor or a third party. Vendor shall pay when due all applicable employment, income, and local head taxes incurred pursuant to this PO. Vendor shall not have authorization, express or implied, to bind buyer to any agreement, liability or understanding, except as expressly set forth herein. Vendor shall (a) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (b) provide proof thereof when requested by buyer, and (c) be solely responsible for its acts and those of its employees and agents.

16. **Communication.** All communication concerning administration of this PO, prepared by vendor for buyer's use, shall be furnished solely to purchasing agent.

17. **Compliance.** Vendor shall strictly comply with all applicable federal and state laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

18. **Insurance.** Vendor shall obtain, and maintain, at all times during the term of this PO, insurance as specified in the solicitation, and provide proof of such coverage as requested by purchasing agent.

19. **Termination Prior to Shipment.** If vendor has not accepted this PO in writing, buyer may cancel this PO by written or oral notice to vendor prior to shipment of goods or commencement of services.

20. **Termination for Cause.** (a) If vendor refuses or fails to timely and properly perform any of its obligations under this PO with such diligence as will ensure its completion within the time specified herein, buyer may notify vendor in writing of non-performance and, if not corrected by vendor within the time specified in the notice, terminate vendor's right to proceed with the PO or such part thereof as to which there has been delay or a failure. Vendor shall continue performance of this PO to the extent not terminated and be liable for excess costs incurred by buyer in procuring similar goods or services elsewhere. Payment for completed services performed and accepted shall be at the price set forth in this PO. (b) Buyer may withhold amounts due to vendor as buyer deems necessary to reimburse buyer for excess costs incurred in curing, completing or procuring similar goods and services. (c) If after rejection, revocation, or other termination of vendor's right to proceed under the CUCC or this clause, buyer determines for any reason that vendor was not in default or the delay was excusable, the rights and obligations of buyer and vendor shall be the same as if the notice of termination had been issued pursuant to termination under §21.

21. **Termination in Public Interest.** Buyer is entering into this PO for the purpose of carrying out the public policy of the State, as determined by its Governor, General Assembly, and Courts. If this PO ceases to further the public policy of the State, buyer, in its sole discretion, may terminate this PO in whole or in part and such termination shall not be deemed to be a breach of buyer's obligations hereunder. This section shall not apply to a termination for vendor's breach, which shall be governed by §20. Buyer shall give written notice of termination to vendor specifying the part of the PO terminated and when termination becomes effective. Upon receipt of notice of termination, vendor shall not incur further obligations except as necessary to mitigate costs of performance. For services or specially manufactured goods, buyer shall pay (a) reasonable settlement expenses, (b) the PO price or rate for supplies and services delivered and accepted, (c) reasonable costs of performance on unaccepted supplies and services, and (d) a reasonable profit for the unaccepted work. For existing goods, buyer shall pay (e) reasonable settlement expenses, (f) the PO price for goods delivered and accepted, (g) reasonable costs incurred in preparation for delivery of the undelivered goods, and (h) a reasonable profit for the preparatory work. Buyer's termination liability under this section shall not exceed the total PO price plus a reasonable cost for settlement expenses. Vendor shall submit a termination proposal and reasonable supporting documentation, and cost and pricing data as required by CRS §24-106-101, upon request of buyer.

22. **PO Approval.** This PO shall not be valid unless it is executed by purchasing agent. Buyer shall not be responsible or liable for products or services delivered or performed prior to proper execution hereof.

23. **Fund Availability.** Financial obligations of buyer payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available. If this PO is funded in whole or in part with federal funds, this PO is subject to and contingent upon the continuing availability of federal funds for the purposes hereof. Buyer represents that it has set aside sufficient funds to make payment for goods delivered in a single installment, in accordance with the terms of this PO.

24. **Choice of Law.** State laws, rules and regulations shall be applied in the interpretation, execution, and enforcement of this PO. The CUCC shall govern this PO in the case of goods unless otherwise agreed in this PO. Any provision included or incorporated herein by reference which conflicts with such laws, rules, and regulations is null and void. Any provision incorporated herein by reference which purports to negate this or any other provision in this PO in whole or in part shall not be valid or enforceable or available in any action at law, whether by way of complaint, defense, or otherwise. Unless otherwise specified in the solicitation or this PO, venue for any judicial or administrative action arising out of or in connection with this PO shall be in Denver, Colorado. Vendor shall exhaust administrative remedies in CRS §24-109-106, prior to commencing any judicial action against buyer.

25. **Public Contracts for Services.** [Not Applicable to offer, issuance, or sale of securities, investment advisory services, fund management services, sponsored projects, intergovernmental POs, or information technology services or products and services] Vendor certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who will perform work under this PO and will confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this PO, through participation in the E-Verify Program or the Department program established pursuant to CRS §8-17.5-102(5)(c). Vendor shall not knowingly employ or contract with an illegal alien to perform work under this PO or enter into a contract or PO with a subcontractor that fails to certify to vendor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this PO. Vendor shall (a) not use E-Verify Program or Department program procedures to undertake pre-employment screening of job applicants during performance of this PO, (b) notify subcontractor and buyer within three days if vendor has actual knowledge that subcontractor is employing or contracting with an illegal alien for work under this PO, (c) terminate the subcontract if subcontractor does not stop employing or contracting with the illegal alien within three days of receiving notice, and (d) comply with reasonable requests made in the course of an investigation, undertaken pursuant to CRS §8-17.5-102(5), by the Colorado Department of Labor and Employment. If vendor participates in the Department program, vendor shall deliver to the buyer a written, notarized affirmation that vendor has examined the legal work status of such employee, and shall comply with all of the other requirements of the Department program. If vendor fails to comply with any requirement of this provision or CRS §8-17.5-101 et seq., buyer may terminate this PO for breach and, if so terminated, vendor shall be liable for damages. 26. **Public Contracts with Natural Persons.** Vendor, if a natural person eighteen (18) years of age or older, hereby swears and affirms under penalty of perjury that he or she (a) is a citizen or otherwise lawfully present in the United States pursuant to federal law, (b) shall comply with the provisions of CRS §24-76.5-101 et seq., and (c) has produced a form of identification required by CRS §24-76.5-103 prior to the date vendor delivers goods or begins performing services under terms of the PO.

Tuesday, June 7, 2016

Jack Farm, LLC

6491 S. Hwy 17
Alamosa, CO 81101
Phone: 1-(303)-358-4227
Email: arnolds@chnpartners.com

Adams State University
Title V Unidos
208 Edgemont Blvd
Alamosa, CO 81101
Phone: 719-587-7691
E-Mail: atorello@adams.edu

This is an Agreement between Adams State University ("Group") and Jack Farm, DBA, La Manzanilla Farm ("Event Center") for the use of the ("Buildings") on the Event Center property.

By signing and returning the enclosed copy of this Contract by **June 30, 2016**, these arrangements will be agreed to on a definite basis:

1. Date and Hours of Operation of EVENT

- a. Events shall be held on August 4th through August 9, 2016.
- b. The Building will be made available to group from 8am to 8pm on the dates of the Event. The Group is responsible for making sure guests leave the Building at a reasonable time after the Event

2. Rate and Services Provided:

- a. The Event Center agrees to rent the Building to the Group for \$12,200 on the Date described in paragraph 1.
- b. The Event Center will make available for five (5) round tables, Six (6) rectangle tables and fifty (50) chairs for \$500
- c. Event Center will be in charge of cleaning, housekeeping and parking on the premises.

3. FOOD AND OFF-SITE CATERING

- a. All food must be prepared by, brought onto the premises, and served by the Group or a caterer that is designated by the Group. The Group or their caterer shall coordinate with Event Center in advance in order to confirm catering staff arrival time. A minimum of one (1) catering staff person is required to be on duty at all times during the catered Event. Event Center will not provide any serving materials.
- b. Kitchen usage is limited to preparation and staging of pre-cooked only as there are no resources in the kitchen or on the premises for cooking. This means that food may be assembled and may be warmed or kept warm using the warming ovens, and perishables and beverages may be chilled in the refrigerator and freezer. Ovens, refrigerators, and freezers must be thoroughly cleaned after use.

4. Lodging

- a. Rental shall include the Dairy House for lodging for 2 guests for these dates.

5. LIQUOR/BEVERAGE SERVICE:

Alcoholic beverages may be consumed without a permit when there is no monetary exchange for the beverage and when there is no admission charge for the event.

6. DECORATIONS

Decorations may not be fastened to the walls with thumb tacks, nails, or staples. Pushpins and masking tape are permitted but must be removed at the conclusion of the event. Candles must be completely enclosed in a glass or non-flammable holder. The use of glitter, metallic confetti, straw, rice, birdseed, or hay is prohibited in the on the grounds. No rice, birdseed, or other similar items shall be thrown in or around the Facility. Immediately following the completion of the function, all decorations, trash, or other debris must be thrown away in the appropriate receptacles provided. Anything left behind will be thrown away. When in doubt about decorations deemed acceptable, CLIENT must consult with the owners or their representatives. Failure to do this may result in damages and/or excessive wear and tear.

7. INVOICING AND BILLING:

The Rate shall be paid in full and received by the Event Center no more than 30 days after the date of the event with a 30% deposit at the time of signing of this contract.

8. FORCE MAJEURE

The performance of this Agreement by either party is subject to acts of God, government authority, or disaster, any of which make it illegal or impossible to provide the facilities and/or services for your meeting. It is provided that this Agreement may be terminated for any or one or more of such reasons by written notice from one party to the other without liability.

9. INSURANCE

The Event Center and the Group each agree to carry adequate personal property, liability and other insurance protecting itself against any claims arising from any activities conducted in the Event Center during the meeting. The Event Center shall not be responsible for the security of exhibits, presentation materials or other personal property of Group or exhibitors.

10. INDEMNIFICATION

- a. Event Center will not be held responsible for any losses, damages, or injuries. This refers to any loss, damage, or injury to persons or possessions that may occur at any function held on this property, from any cause, whatsoever, prior to, during, or subsequent to the period covered by this agreement. The Group will be responsible for the control and supervision of the people in attendance during the use of the facility to ensure no harm is done to persons or property.

11. COMPLIANCE WITH LAWS

Group agrees to comply with all applicable U.S. Federal, state and local laws governing the agreement and event, including any rules, regulations or requests of the U.S. Department of Homeland Security.

12. NOTICE

Any notice required or permitted by the terms of this contract must be in writing. Notice must be sent via email. Notices shall be deemed effective as the date shown on the recipient's inbox.

13. WAIVER

If either party agrees to waive its right to enforce any term of this contract, it does not waive its right to enforce any other terms of this Contract.

14. SIGNATURE

- a. This contract, with exhibits attached (if any), constitutes the entire Agreement between the parties and may not be amended or changed unless done so in a writing signed by Event Center and Group.
- b. The undersigned represent that they are authorized to sign and enter into this contract.
- c. In witness whereof, Jack Farms Event Center and Adams State University have executed this Agreement in a manner and form sufficient to bind them as of the date and year set forth on page one of the Amendment.

Jack Farms Event Center

Signature

Arnold Salazar

Name and Title

Date July 12, 2016

Adams State University

Signature

Kurt A. Gray Vice President Administration/Finance

Name and Title

Date 13 July 2016



2016 Unidos Equity Leadership Institute



"Each time a person stands up for an ideal, or acts to improve the lot of others, or strikes out against injustice, he/she sends forth a tiny ripple of hope...and crossing each other from a million different centers of energy and daring, those ripples build a current that can sweep down the mightiest walls of oppression and resistance."

— Robert F. Kennedy

**August 4 – August 9
2016**

La Manzanilla Farm, Alamosa, Colorado

www.adams.edu/celt

Goals of the Equity Leadership Institute

Professional development that enables leadership to eliminate the barriers created by race, class, gender, and other forms of bias, where faculty and staff will change practices that impede the learning of students from underrepresented groups.

Participants (faculty and staff) will increase their understanding of leadership and their capacity to:

- support their colleagues in the transformation of educational policies and practices that results in powerful teaching, advocacy for students, high student achievement, and equity.
- build relationships and alliances across and within race, class, gender, role and other forms of difference in order to identify and eliminate injurious practices and policies in educational settings.
- use methods that increase understanding of the role of emotional intelligence and emotional healing in achieving equity.
- facilitate meaningful and productive conversations that explicitly address issues of institutionalized oppression and individual bias that impact teaching, learning, and change.
- support Adams State University, University of New Mexico-Taos, and New Mexico Highlands University to fully integrate diversity and educational quality efforts and embed them into the core of academic mission and institutional functioning.

What to Expect at the Equity Leadership Institute

Topic groups will give participants the opportunity to discuss race, class, gender, and sexual orientation in depth, in an inclusive and safe environment.

Personal experience panels will provide insights on issues which the participants can talk about and reflect on in smaller groups. For example, panels might address: experiences with gender bias in education; how institutionalized racism affected them as students and what it is like taking leadership for equity. Panelists are asked ahead of time if they are willing to be on a panel and given questions to think about.

Presentations by Institute facilitators will provide perspectives on issues, and effective strategies will be implemented to unpack privilege and oppression.

Discussion groups will focus on articles and research that will be available electronically, prior to the equity leadership institute. The Institute facilitators will provide the opportunity for participants to learn from the research literature and from each other.

Goal setting and planning sessions will provide a structure for participants to set goals, develop strategies and make specific plans to implement learning gleaned from the Institute.

Support groups will be used to deepen understanding and exchange emotional support. Meeting daily in support groups provides participants the opportunity to talk about their beliefs, successes and challenges, to strengthen collegial relationships, and to reflect on how their own learning experiences and their experiences with prejudice and discrimination affect them as people working in higher education.

Reflection writing will provide participants the opportunity to respond to specific prompts related to issues raised at the Institute. Through anonymous reflection writing, participants will have the opportunity to have their voices heard and opinions shared in a safe environment.

Daily Schedule

(Breakfast, Lunch & Dinner Provided)

Thursday, August 4

10 – 12 pm	Registration/Check-in
12 – 1 pm	Lunch
1 – 2 pm	Welcome/Introduction to Institute
2 – 5 pm	Session
5 – 6 pm	Dinner
6:30 – 9 pm	NCEE Basics

Day	Date	Discussion Topic
Friday	August 5	Classism/Privilege
Saturday	August 6	Racism
Sunday	August 7	Gender
Monday	August 8	LGBTQAI
Tuesday	August 9	Dealing with Educational Change & Taking it Back

*Adjourn at 1 pm Tuesday, August 9

Hotel & Conference Site



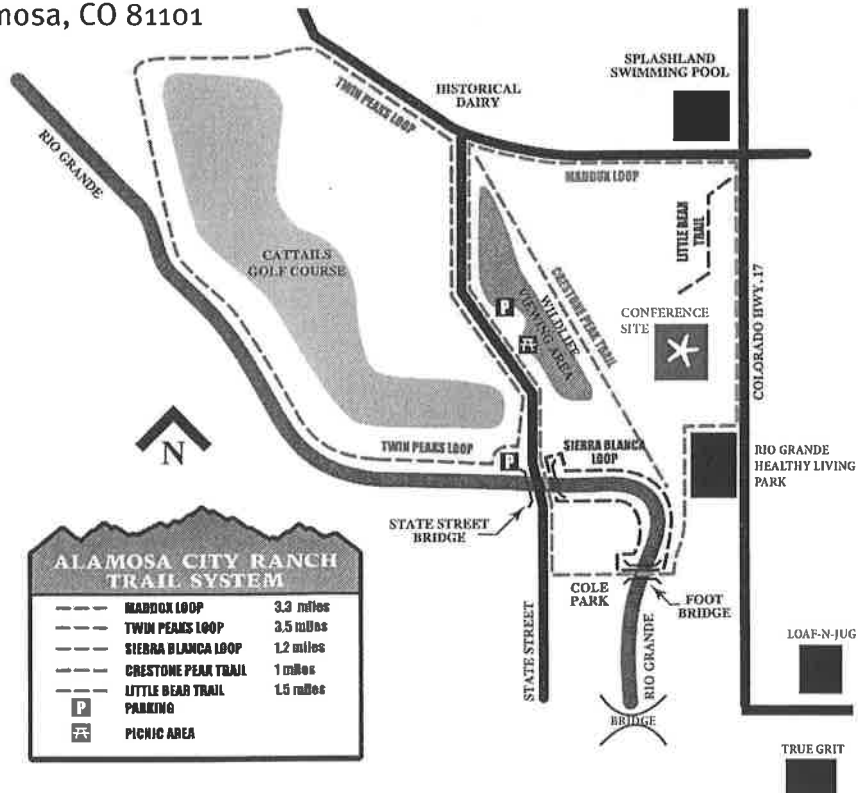
Comfort Inn

6301 US 160
Alamosa, CO 81101
719-587-9000



Conference Site: La Manzanilla Farm

6491 Hwy 17
Alamosa, CO 81101



Facilitators



Barbara Catbagan is an Associate Professor and Chair of the Contemplative Education Department, at Naropa University. Her dedication to education has evolved through the intersections of her daily practice, her K-12 teaching background and her association with the National Coalition for Equity in Education. Along with her university teaching, she works with institutions of higher education on issues and initiatives of equity, social justice, and personal and professional development. The opportunity to work with and learn from excellent colleagues at her own and other institutions informs her thinking and writing about the intersections of contemplative pedagogy and culturally responsive teaching. With a varied professional background, which includes school teacher, human rights director, mediator, life coach and academic, Barb experiences life as a sojourner through the morass that is our delicate, beautiful and resilient multicultural world. Barbara presents locally and nationally on topics germane to cultural responsive teaching, social justice and transformative leadership. She earned her M.Ed. with an emphasis on administrative leadership from Colorado State University.



Scott Van Loo is a building administrator at Twombly Elementary School in Fort Lupton, Colorado. He has over 20 years of experience in public education including elementary and high school teaching and central and building-level administration with a background in Special Education, English Language Learners, Homeless Education, Equity and Diversity training and parent programs. Scott is a former Director of the Cesar Chavez Cultural Center at the University of Northern Colorado. He is a faculty member with PassageWorks Institute and the National Coalition for Equity in Education (NCEE) and has trained with several other national-based diversity programs. As a consultant, Scott is passionate about creating transformational experiences that promote and challenge participants growth, thinking and relating. This passion has allowed him to work with Colleges, Universities and school districts across the mid-West. Scott has previously volunteered with the United States Armed Forces Entertainment Unit, traveling overseas for three tours and entertaining hundreds of service men and women and he currently plays in a Denver-based salsa band. He completed a B.A. in Interdisciplinary Studies: Music and Business, an M.A. in Special Education and post graduate work in Educational Leadership including a Principal's license and Doctoral course work. Scott is an extremely proud father of two boys.

References

- NCEE; <http://ncee.education.ucsb.edu/>
- Takaki, Ronald, (2000). A Different Mirror. Routledge Press.
- Pincus, Fred L., (2000). Discrimination
- “Chair the Wealth”
- “Social Class and the Hidden Curriculum” by Jean Anyon
- “A Framework for Understanding Poverty” by Ruby K. Payne, Ph.D.
- “Brown Eye/Blue Eye” by Jane Elliot



"Certainly this week has raised issues that I felt needed to be discussed but for which I never before had a forum. Other issues were raised that I had never thought to think about and for both of these I thank you."

– Workshop participant's anonymous reflection



UNIDOS EQUITY LEADERSHIP INSTITUTE AGENDA

Facilitators; Barbara Catbagan & Scott VanLoo

Thursday August 4, 2016

Check In & Welcome

10:00 a.m.	Check-In
12:00 p.m.	Lunch
1:00 p.m.	Opening Session Introductions Institute Objectives
1:20 p.m.	NCEE BASICS
2:20 p.m.	Activity – Let Yourself Be Known Introduction to Cultural Artifact Activity
3:10 p.m.	Activity: Hot Pencil; LYBK Intersectional Model Perspective #12
4:00 p.m.	Hotel Check-In, Comfort Inn (NMHU, UNM Taos)
5:30 p.m.	Dinner
6:30 p.m.	Activity: Energizer Agreements Session I: Perspective #11 Activity: BASIC Vocabulary/Definitions
8:00 p.m.	Support Groups Reflective Writing
9:00 p.m.	Close



UNIDOS EQUITY LEADERSHIP INSTITUTE AGENDA

Facilitators; Barbara Catbagan & Scott VanLoo

Friday August 5, 2016

Classism/Privilege

8:30 am	Reflections Feedback
8:45am	Classism/Privilege Activity: Poster Activity Process and Reflective Writing Dyad
10:15am	Break
10:30 am	Wealth and Equity Article: <i>Class in America - 2012</i>
12:00	Lunch
1:00 pm	Classism Perspectives 7 & 8 Video: Ten Chairs of Inequality Dyad
2:00pm	Break
2:15 pm	Hidden Curriculum in Higher Ed Article: <i>A Class Above the Rest - 2013</i> Activity: Jigsaw
4:00pm	Classism/Leadership Personal Experience Panel
4:30 pm	Support Groups Reflections
5:30pm	Dinner
7:00 pm	Cultural Dances
9:00pm	Close

UNIDOS EQUITY LEADERSHIP INSTITUTE AGENDA

Facilitators, Barbara Catbagan & Scott VanLoo

Saturday August 6, 2016

Racism

8:30 am	Reflections Feedback
8:45am	Racism Activity: Who are your people? Activity: Huddles with questions Activity: Communication Styles Dyad
10:30am	Break
10:45 am	Video: Cracking the Codes I Dyad Reflective Writing
12:00	Lunch
1:00 pm	Video: Cracking the Codes II Activity: Macroaggressions Jigsaw
2:15pm	Break
2:30 pm	Video: Cracking the Codes III Activity: Journaling Large Group Discussion
2:45pm	Racism Personal Experience Panel
3:30	Race Life Story Activity: Reflective Writing
4:00 pm	Support Groups Reflections

5:30pm	Dinner
7:00 pm	Activity: Photo Voice Reflections Activity: Culture Share
9:00pm	Close



UNIDOS EQUITY LEADERSHIP INSTITUTE AGENDA

Facilitators; Barbara Catbagan & Scott VanLoo

Sunday August 7, 2016

Gender

8:30am	Reflections Feedback
8:45am	Activity: Hot Pencil
9:00am	Gender Affinity Groups
10:00am	Process Affinity Groups
10:30 am	Break
10:45am	Video Clips: <i>Miss Representation</i> <i>Tough Guise</i> Dyad Activity: Alliance Building
12:00	Lunch
1:00pm	Activity: What are your preferred pronouns?
1:15pm	Definitions: The Gender Continuum Article: <i>Understanding Gender</i>
2:150 pm	Break
2:30pm	Video: Faces and Facets Activity: Video Processing Activity: Gender Journey
3:45pm	Activity: Personal Experience Panel on Gender
4:30pm	Support Groups
5:00 pm	Dinner Off-site: True Grits Steakhouse
6:00pm	Mexican Folk Music at Cole Park: "Sundays @ Six" Mariachi San Luis
8:00	Close

UNIDOS EQUITY LEADERSHIP INSTITUTE AGENDA

Facilitators; Barbara Catbagan & Scott VanLoo

Monday August 8, 2016

LGBTQAI

8:30 am	Reflections Feedback
8:45am	DYAD Activity: Definition of Heterosexism Activity: Huddles with questions Activity: 50 Shades of Gay TED
9:30am	LGBTQAI Activity: Stories Activity: World Cafe
10:15 am	Break
11:00am	Presentation: Standing Strong
12:00	Lunch
1:00 pm	Definitions and Continuum Activity: Riddle Scale
1:30pm	Personal Experience Panel: LGBTQAI
2:00 pm	Reflective Writing
2:15pm	Activity: Intersectionality Competing Commitments
4:15	Activity: Long Dyad, "Tell your Life Story" Activity: Reflective Writing
5:30pm	Dinner
6:00 pm	Evening Session Activity: Support Groups Appreciations, Last Ideas, Comments, Thoughts, Blues?
9:00 pm	Close

UNIDOS EQUITY LEADERSHIP INSTITUTE AGENDA

Facilitators; Barbara Catbagan & Scott VanLoo

Tuesday August 9, 2016

Taking it Back

- | | |
|---------|--|
| 8:30 am | Activity: Privilege Walk: Pause Practice <ul style="list-style-type: none">• Reflection• Taking it Back• The Four Arrow Diagram• Team Meetings• Institute Evaluation |
| 11:30am | Activity: Closing Circle |
| 12:00 | Lunch |
| 1:00 pm | Farewell |

Office of Title V UNIDOS Grant Partnership Structure

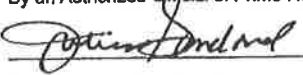

In Spring 2013, the University of New Mexico—Main Campus submitted a Title V Cooperative proposal to the US Department of Education on behalf of the Taos campus. This submission was in collaboration with Adams State University and New Mexico Highlands University. The proposal was funded in September 2013, with a start date of October 1, 2013. The University of New Mexico—Main campus is the Fiscal Agent. The two partnering institutions—Adams State University and Highlands University New Mexico are sub-awardees. The project director for the UNIDOS project is Dr. Randi Archuletta at the University of New Mexico—Taos. She oversees the entire direction of the project. Each cooperating campus has an activity director who is responsible for project and budget oversight at their campuses. For Adams State University the activity director is Ms. Marcella Garcia. She communicates on a regular basis with Dr. Archuletta about project implementation and completed milestones. Similarly, Ms. Evonne Roybal-Tafoya is the activity director at New Mexico Highlands University. There are regularly scheduled meetings among all stakeholders to plan activities and events. The 2016 UNIDOS Equity Leadership Institute was planned in this manner.

Typically, sub-awards are executed within a month of receiving the grant award notification (GAN). However, it would take the University of New Mexico—Main Campus until March 2014 to fully execute the subaward agreement with Adams State University. *Until a fully executed sub-award agreement is in place, absolutely no work may begin on the partnering campus.* Thus, the series of events that led to the challenges in planning a retreat and the ultimate decision as to the location.



2016 Unidos Equity Leadership Institute

<u>DATE</u>	<u>EVENT</u>
May 22-27, 2016	Anticipated date for 2016 Unidos Equity Leadership Institute
March 1, 2016	Cancellation of May 22-27 date for Institute; Sub Award not received. Potential for cancellation of Institute altogether due to lack of funding.
March 4, 2016	Effective date of Sub Award Agreement (See Attachment # 1)
March 2016	Cancellation of May 22-27, 2016 reservation for Institute at Trinchera Ranch
March 2016	Institute date of August 4-9, 2016 agreed upon with facilitators, Scott Van Loo and Barbara Catbagan. These are their <u>only</u> available dates in August.
March 2016	Venue Search: Location, Availability, Cost, Venue Compatibility with needs of Institute (See attachment # 2)
March 30, 2016	El Monte Sagrado ruled out as an option; notification by Julie Lenocho, Sales Manager of a scheduling conflict with another event; would interfere with lodging on Friday, August 5.
April 5, 2016	Trinchera Ranch unavailable weekend of August 6-7. Notification by Frank Vigil, Ranch Manager.
April 2016	Negotiations begin with Jack Farms for use of facilities to host 2016 Unidos Equity Leadership Institute.
July 12, 2016	Contract for use of conference space and lodging on August 4-9, 2016, signed by Jack Farms Event Center.
July 13, 2016	Contract for use of conference space and lodging on August 4-9, 2016, signed by Adams State University.
August 4-9, 2016	Unidos Equity Leadership Institute Event

Research Subaward Agreement Amendment		
Prime Recipient		Subrecipient
Institution/Organization ("Prime Recipient") Name: Regents of the University of New Mexico Address: 1700 Lomas, Suite 2200 MSC01-1247 1 University of New Mexico Albuquerque, NM 87131		Institution/Organization ("Subrecipient") Name: Adams state University Address: 208 Edgemont Blvd. Alamosa, CO 81101
Prime Award No. P031S140070	Subaward No. 008100-87W4	Principal Investigator UNM: Archuleta ASU: Garcia
Effective Date of Amendment March 4, 2016	Amendment No. 3	
<p align="center">Amendment(s) to Original Terms and Conditions</p> <p>Action 1. This Subaward is hereby revised to include any and all applicable changes required by the implementation of 2 C.F.R. § 200 UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS.</p> <p>Action 2. Increases funding by \$103,500 for a new total of \$474,004 per attached budget.</p> <p>Action 3. Extends period of performance through 09/30/2016.</p> <p>All other terms and conditions of this Subaward Agreement remain in full force and effect.</p>		
By an Authorized Official of Prime Recipient:  Name Julian Sandoval Title Chief Financial Services Officer		By an Authorized Official of Subrecipient:  Name Dr. Beverlee J. McClure Title President

Attachment # 2

Estimated Costs for 24 people for 6 days	Trinchera Ranch	El Monte Sagrado	Jack Farms
Lodging	\$210/night/participant (\$30,240)	\$93/night/participant (\$13,392)	Lodging included in cost for facilitators, staff Lodging for out of town participants \$8892
Meals	\$90/day/participant (\$12,960)	\$69/per diem/participant (\$9936)	\$9000 (catered)
Conference Room	Included	\$200/day (\$1200)	\$12,700
Estimated total cost	\$43,200	\$24,528	\$30,952



Anna Torello <atorello@adams.edu>

ASU - Summer Event

Anna Torello <atorello@adams.edu>
To: Frank Vigil <Frank.Vigil@trincheraranch.com>

Mon, Mar 14, 2016 at 3:02 PM

Thank you! Have a great week.
Anna

On Mon, Mar 14, 2016 at 3:01 PM, Frank Vigil <Frank.Vigil@trincheraranch.com> wrote:

Hello Anna, attached is the Reservation for your event to be held at the Ranch. Please let me know if you have any questions.

FV

From: Anna Torello [mailto:atorello@adams.edu]
Sent: Friday, March 11, 2016 3:04 PM
To: Frank Vigil <Frank.Vigil@trincheraranch.com>

Cc: Lillian Gomez <lillian_gomez@adams.edu>
Subject: Re: ASU - Summer Event

Thank you! Have a great weekend.
Anna

On Fri, Mar 11, 2016 at 2:57 PM, Frank Vigil <Frank.Vigil@trincheraranch.com> wrote:

Hi Anna, but we are happy to offer Adams State University a special all-inclusive rate of \$300 per person per night. That breaks down to \$90 per person per day for meals and \$210 per person per day for lodging and the facility during your stay.

The rate we have developed for Adams State University includes breakfast, lunch, dinner, appetizers and snacks for each participant. The lodging charge includes lodging and the use of the conference room and facilities. Additionally, the package rate includes copies and business support as required.

Our normal rate is \$350 per person per night and includes breakfast, lunch, and dinner but does not include the use of the Conference facility or any other activity or service. We however, work hard to make it possible for our local groups and businesses to be able to hold conferences on the Ranch.

Should you require additional meals or services we are happy to try to accommodate you on an a la carte basis.

We will send you a confirmation on Monday or Tuesday of next week but wanted you to have the rate breakdown as soon as possible. Have a good weekend.

FV

From: Anna Torello [mailto:atorello@adams.edu]
Sent: Thursday, March 10, 2016 8:24 AM

To: Frank Vigil <Frank.Vigil@trincheraranch.com>
Subject: Re: ASU - Summer Event

Hi Frank,
Can I please get an invoice for our stay during August 7-12, 2016 - 24 ppl.

I also would like to request a break-down of costs; meals & lodging, please.

Please let me know if you have any questions.

Thank you,

at

On Tue, Mar 8, 2016 at 8:45 AM, Frank Vigil <Frank.Vigil@trincheraranch.com> wrote:

Hi Anna, We are holding August 7, through August 12, 2016.

From: Anna Torello [mailto:atorello@adams.edu]
Sent: Tuesday, March 08, 2016 8:40 AM

To: Frank Vigil <Frank.Vigil@trincheraranch.com>
Subject: Re: ASU - Summer Event

Hi Frank,

Can you please confirm our August dates? Looks like we are making progress and will have a big event to plan.
Thank you, at

On Wed, Feb 24, 2016 at 11:20 AM, Frank Vigil <Frank.Vigil@trincheraranch.com> wrote:

Hi Anna, I will release May 22-27, 2016.

FV

From: Anna Torello [mailto:atorello@adams.edu]
Sent: Wednesday, February 24, 2016 11:14 AM
To: Frank Vigil <Frank.Vigil@trincheraranch.com>

Subject: Re: ASU - Summer Event

Hi Frank,

Just the May dates.
Thank you,

at

On Wed, Feb 24, 2016 at 11:04 AM, Frank Vigil <Frank.Vigil@trincheraranch.com> wrote:

Hi Anna, are you asking me to release all dates or just the May date?

From: Anna Torello [mailto:atorello@adams.edu]
Sent: Wednesday, February 24, 2016 10:57 AM
To: Frank Vigil <Frank.Vigil@trincheraranch.com>
Cc: Lillian Gomez <lillian_gomez@adams.edu>

Subject: Re: ASU - Summer Event

Hello Frank,

We are challenged to ensure that the agreements between Universities will be attainable by May. If you have a request for the dates we have reserved, please release our reservation. We are working hard to meet our deadlines and will continue but things are uncertain at this time. We may have to postpone the date. We look forward to working with you and I will stay in touch.

Thank you for all you do for us at ASU!

Anna

Trinchera H & R, Inc.
P.O. Box 149 Ft. Garland, Colorado 81133
Telephone: (719)379-3263
Fax: (719)379-3266

RESERVATION CONFIRMATION

Date: March 14, 2016

P0104498
Anna Torello
Adams State University
McDaniel Hall 346
208 Edgemont Blvd
Alamosa, CO 81101

Reservation Number: 2846

Arrival: 08/06/2016
Departure: 08/12/2016

Deposit Due: \$9,450.00
Due Date: 04/13/2016

6 Guests 6 Nights at Single Occupancy @	\$300.00	\$ 1,800.00
24 Guests 120 Nights at Single Occupancy @	\$300.00	\$36,000.00

ESTIMATED TOTAL CHARGES

\$37,800.00

Less Prior Deposits

\$0.00

A \$9,450.00 deposit is required to guarantee your reservation.
Please remit this deposit payable to Trinchera H & R, Inc. by 04/13/2016.
Full payment is expected upon checkout.

Thank you for choosing to stay with us.

On Tue, Jan 26, 2016 at 3:55 PM, Frank Vigil <Frank.Vigil@trincheraranch.com> wrote:

Hi Anna, our rate for 2016 is \$350 per person per night however we are happy to offer you a rate of \$300 per person per night.

FV

From: Anna Torello [mailto:atorello@adams.edu]
Sent: Tuesday, January 26, 2016 3:33 PM
To: Frank Vigil <Frank.Vigil@trincheraranch.com>
Subject: Re: ASU - Summer Event

Hi Frank,

Thank you! Can you please remind me of the per person rate. I will let you know of the projected plans as soon as possible.

at

On Tue, Jan 26, 2016 at 2:40 PM, Frank Vigil <Frank.Vigil@trincheraranch.com> wrote:

Hi Anna, both dates are available and I am holding them for you so you can decide which date you would like. If you pick the May 22-27, 2016 date I would ask that every one vacate the rooms at about 10:00 AM so we can clean and get set up for a group immediately following the Memorial Day Holiday.

Thank you and look forward to hear from you.

From: Anna Torello [mailto:atorello@adams.edu]
Sent: Monday, January 25, 2016 11:21 AM
To: Frank Vigil <Frank.Vigil@trincheraranch.com>
Subject: ASU - Summer Event

Hi Frank,
Happy New Year.....hope all is well. We are beginning to plan for our summer events. Can you please let me know if you have availability for the following two dates;

May 22-27, 2016

August 7-12, 2016

Thank you,

at

Anna Torello
Title V Project Coordinator
Adams State University
McDaniel Hall 346

208 Edgemont Blvd.
Alamosa, CO 81101
Office: 719-587-7691
Fax: 719-587-7176

Email: atorello@adams.edu

Frank Vigil ♦ P: +1 (719) 379-3263 ♦ F: +1 (719) 379-3266 ♦ C: +1 (719) 588-4470 ♦ Frank.Vigil@trincheraranch.com
Trinchera Ranch ♦ 24492 Trinchera Ranch Road, Fort Garland, CO 81133

Anna Torello
Title V Project Coordinator



Anna Torello <atorello@adams.edu>

Hello from El Monte Sagrado

Anna Torello <atorello@adams.edu>

Tue, Apr 5, 2016 at 8:39 AM

To: Julie Lench <jlenoch@hhandr.com>

Cc: Marcella Garcia <mjgarcia@adams.edu>

Hello Julie,

Hope all is well! After hours of conversation regarding the lack of space on Friday, the committee has concluded that we need to seek another venue. The committee tried creatively to work-out activities that would take the group away from the hotel on Friday but decided that in order to continue doing excellent work with equity on our campuses (Adams State University, UNM-Taos, and Highland University), we would need consistency and privacy. I thank you for all your work introducing us to your hotel; it is beautiful and an excellent site! As we continue to do our great work with equity or other professional development at our campuses, we will consider El Monte Sagrado as a potential site. If you have any questions please let me know.

Anna

On Wed, Mar 30, 2016 at 4:30 PM, Anna Torello <atorello@adams.edu> wrote:

Hi Julie,

Can Lillian and Marcella take a tour of the hotel site on April 7, 2016 at about 3:30pm. We have a meeting at UNM-Taos and would like to stop and see the grounds. If we can make this work, this will be great!

at

On Wed, Mar 30, 2016 at 4:03 PM, Julie Lench <jlenoch@hhandr.com> wrote:

I am so sorry for all this delay, as I was told today that there are not enough rooms for your group on the Friday of your event. What can we do to work this out as I would love to host your event. I will be leaving the office in 30 minutes, but, here all day tomorrow. I hope we can work this out. It seems there is a special event here that night in Taos and reservations had been made over the website and booked up the hotel on Friday pm.

I look forward to hearing from you.

Julie

--

Julie Youde-Lench
Sales Manager

El Monte Sagrado Living Resort And Spa

A Heritage Hotels & Resorts Property

D: 575.757-9822 | R: 575.758-3502 | F: 575.757-2981

jlenoch@hhandr.com

317 Kit Carson Road, Taos, NM, 87757

ElMonteSagrado.com | Facebook | Flickr

Anna Torello
Title V Project Coordinator
Adams State University
McDaniel Hall 346
208 Edgemont Blvd.
Alamosa, CO 81101
Office: 719-587-7691
Fax: 719-587-7176
Email: atorello@adams.edu

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McDaniel Hall 346
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Alamosa, CO 81101
Office: 719-587-7691
Fax: 719-587-7176
Email: atorello@adams.edu



EL MONTE
S A G R A D O

TAOS

LETTER OF AGREEMENT BETWEEN
EL MONTE SAGRADO
AND UNIDOS ASU EQUITY INSTITUTE

Friday, March 18, 2016

Anna Torello
Adams State University.
208 Edgemont Blvd
Alamosa, CO 81101
Phone: 719-587-7691
E-mail: atorello@adams.edu

El Monte Sagrado
317 Kit Carson Road
Taos, NM 87571
Phone: (575)737-9822
Fax: 575-737-2981
Sales Contact: Julie Lenoch
Title: Sales Manager
E-Mail: jlenoch@hhandr.com
Website: www.elmontesagrado.com

RE: Unidos ASU Equity Institute.
MEETING DATES: Sunday, August 7, 2016 - Friday August 12, 2016

Adams State University ("Group") and El Monte Sagrado ("Hotel") agree as follows:

By signing and returning the enclosed copy of this contract by **Thursday March 24, 2016**, these arrangements will be agreed to on a definite basis.

Between now and **Thursday March 24, 2016**, unless both parties have agreed upon and fully executed this Agreement, should another organization request the dates and be in a position to confirm immediately, we will advise you and you will have three (3) business days to confirm on a definite basis.

If we do not receive a mutually agreed executed original of this Agreement from you by **Thursday March 24, 2016** this letter will be void and the room block will be automatically released.

GUESTROOM ACCOMMODATIONS AND RATES

We are pleased to confirm the following room block and special net, non-commissionable meeting/convention rates:

El Monte Sagrado
Sunday, August 7, 2016 - Friday August 12, 2016

Room	Single Rate	Double Rate
Taos Mountain King	\$ 93.00	\$ 93.00
Taos Mountain Two Queens	\$ 93.00	\$ 93.00

Initials _____

ADAMS STATE UNIVERSITY

Sunday, August 7, 2016 - Friday August 12, 2016

Page 2 of 14

Global Suite 2 King Bedrooms NO Soaking	\$209.00	\$209.00
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	Taos Mountain King	Taos Mountain Two Queens	Global Suite 2 King Bedrooms NO Soaking
8/7/2016	18	19	1
8/8/2016	18	19	0
8/9/2016	18	19	0
8/10/2016	18	19	0
8/11/2016	18	19	0

Total Room Nights: 186
Anticipated Guest Room Revenue: \$17,414.00

All room rates are quoted exclusive of applicable state and local taxes.

Extra person charge, \$20.00 per night. Children under 18 years of age may stay for free in their parents' room using existing bedding.

The special rates established for your meeting will be offered three (3) days prior and three (3) days after the meeting dates as indicated on the first page of this contract, subject to availability of rooms at the time of reservation.

ROOM & RELATED CHARGES

The following procedures are available for your event/meeting. Please indicate which procedure is requested by your group.

☐ Guests shall be responsible for their own guestroom, tax, portorage, housekeeping (if applicable), and incidental charges upon checkout.

☐ The Group will accept responsibility for guestroom, tax, portorage, housekeeping (if applicable) and all incidentals for all of its attendees.

XXXX ☐ The Group will be responsible for all guestroom, tax, portorage, housekeeping (if applicable). Guest shall be responsible for all other incidental charges upon checkout.

ROOM DEPOSIT

A deposit equal to one night's stay, including tax, is required to hold each individual's reservation. Such deposit shall serve to confirm the reservation for the date(s) indicated and, upon check-in, shall be applied to the first night of the reserved stay. This deposit is refundable if notice is received at least three (3) days prior to arrival and a cancellation number is obtained. All deposits shall be charged at the time the reservation is made.

Initials _____

RESERVATION METHOD

The following procedures are available for your event/meeting. Please indicate which reservation method is requested by your group.

☒ Reservations will be received by the Hotel by rooming list on or before the reservation cut-off date outlined in this Agreement with all details required by the Hotel. The Hotel will advise Group of all information required in advance.

☐ Reservations will be made by individual attendees by calling 800-955-4455 or web link on or before the cut-off date outlined in the Agreement. The Group will be provided with a link, created by the El Monte Sagrado, to a customized Web reservation page which the Group will place on its webpage.

CUT-OFF DATE

The "cut-off date" for accepting reservations into this room block is, Friday July 8, 2016. Reservation requests received after 5:00pm local time at the Hotel on the cut-off date will be accepted at the Hotel's prevailing rate, based on availability. Should the Group fill its contracted room block outlined in this Agreement prior to the cut-off date, additional rooms are subject to Hotel's rate and space availability. Failure to reserve rooms by the cut-off date will not impact the enforceability of the attrition or cancellation clauses.

PARKING:

El Monte Sagrado provides valet parking and self parking. Reduced self parking for \$10 per car per night.

PORTERAGE & GRATUITIES

Individuals: Portage of \$10.00 per person roundtrip and housekeeping gratuity of \$3.00 per day per room will be based on individual's discretion.

NON-COMMISSIONABLE

The Group guestroom rates quoted by the Hotel shall be on a net, non-commissionable basis.

GUESTROOM ATTRITION

Hotel is relying on, and Group agrees to provide, a minimum dollar amount of guestroom revenue (exclusive of food and beverage charges, meeting room rentals, and other non-room charges), which shall be equal to the number of room nights set forth in the Guestroom Accommodation chart listed above times the Group's average room rate (exclusive of taxes). As outlined in the Attrition chart below the hotel will automatically reduce the contracted guest room block as outlined below. However, if group wants their contracted block reduced, the group must notify the hotel in writing by the deadline(s) stated below that they will be exercising their allowable attrition. The Hotel will extend an allowance in such expected guestroom revenue as follows:

From signing to 31 days prior to arrival date:	10% of total room nights
From 30 days to arrival date:	0% of total room nights

Note: All attrition must be exercised in writing at each time interval as outlined above. If not taken, it does not carry over to the next time interval.

Should the Group fall below the Room Night commitment of 186 Room Nights, the Group will be responsible for the difference between the minimum guestroom revenue set forth above and the actual guestroom revenue of the Group, less the guestroom revenue resulting from any rooms resold by the Hotel. Such amount shall be subject to all applicable taxes, which shall be paid by Group. For purposes of this contract, "rooms resold by the Hotel" refers to the last rooms sold by the Hotel (i.e., if the Group does not utilize 30 rooms from the room block on a given night, and 10 rooms remain unsold in the Hotel on that night, the payment due will be reduced by 20 rooms at the Group rate). The Hotel and Group agree that the payment described above is a reasonable estimate of the Hotel's damages

Initials _____

ADAMS STATE UNIVERSITY

Sunday, August 7, 2016 - Friday August 12, 2016

Page 4 of 14

resulting from the non-use of the room block and that the agreed rate is a reasonable estimate of the rate which will be achievable at the time of resale, and the payment does not constitute a penalty.

The function space outlined in the agenda of this agreement is confirmed based upon your room block and food & beverage commitment. If, however, the program falls below allowable attrition the Hotel reserves the right to reduce your meeting space by the same percentage as the overall shortfall or assess meeting room rental.

In the event of any room block shrinkage not permitted above, the Hotel shall, at its sole discretion, determine which rooms shall be removed from your block as the result of a reduction in room block.

SCHEDULE OF EVENTS :**ADAMS STATE UNIVERSITY**

Sunday, August 7, 2016 - Friday August 12, 2016

Date	Start Time	End Time	Function	Room	Setup	Agr	Room Rental
8/7/2016	12:00 PM	1:00 PM	Lunch	Rio Grande Terrace	See BEO for setup	30	
8/7/2016	1:00 PM	9:00 PM	Meeting	Sandoval Room	Hollow Square	30	200.00
8/7/2016	6:00 PM	7:00 PM	Dinner	Wine Room	See BEO for setup	8	
8/8/2016	7:00 AM	8:00 AM	Breakfast	Rio Grande Foyer	See BEO for setup	30	
8/8/2016	7:00 AM	9:00 PM	Meeting	Sandoval Room	Hollow Square	30	200.00
8/8/2016	10:00 AM	11:00 AM	AM Break	Sandoval Room	See BEO for setup	30	
8/8/2016	12:00 PM	1:00 PM	Lunch	Rio Grande Terrace	See BEO for setup	30	
8/8/2016	3:00 PM	4:00 PM	PM-Break	Sandoval Room	See BEO for setup	30	
8/8/2016	6:00 PM	7:00 PM	Dinner	Rio Grande Foyer	See BEO for setup	30	
8/9/2016	7:00 AM	9:00 PM	Meeting	Sandoval Room	Hollow Square	30	200.00

Initials _____

ADAMS STATE UNIVERSITY

Sunday, August 7, 2016 - Friday August 12, 2016

Page 5 of 14

8/9/2016	8:00 AM	9:00 AM	Breakfast	Rio Grande Foyer	See BEO for setup	30	
8/9/2016	8:00 AM	5:00 PM	AM Break	Sandoval Room	See BEO for setup	30	
8/9/2016	12:00 PM	1:00 PM	Lunch	Rio Grande Terrace	See BEO for setup	30	
8/9/2016	2:00 PM	4:00 PM	PM-Break	Sandoval Room	See BEO for setup	30	
8/9/2016	6:00 PM	8:00 PM	Dinner	Rio Grande Terrace	See BEO for setup	30	
8/10/2016	7:00 AM	8:00 AM	Breakfast	Rio Grande Foyer	See BEO for setup	30	
8/10/2016	7:00 AM	9:00 PM	Meeting	Sandoval Room	Hollow Square	30	200.00
8/10/2016	10:00 AM	5:00 PM	AM Break	Sandoval Room	See BEO for setup	30	
8/10/2016	12:00 PM	1:00 PM	Lunch	Rio Grande Terrace	See BEO for setup	25	
8/10/2016	3:00 PM	5:00 PM	PM-Break	Sandoval Room	See BEO for setup	30	
8/10/2016	6:00 PM	7:00 PM	Dinner	Rio Grande Terrace	See BEO for setup	30	
8/11/2016	7:00 AM	8:00 AM	Breakfast	Rio Grande Foyer	See BEO for setup	30	
8/11/2016	7:00 AM	9:00 PM	Meeting	Sandoval Room	Hollow Square	30	200.00
8/11/2016	10:00 AM	11:00 AM	AM Break	Sandoval Room	See BEO for setup	30	
8/11/2016	12:00 PM	1:00 PM	Lunch	Rio Grande Foyer	See BEO for setup	30	
8/11/2016	3:00 PM	5:00 PM	PM-Break	Sandoval Room	See BEO for setup	30	
8/11/2016	6:00 PM	7:00 PM	Dinner	Rio Grande Foyer	See BEO for setup	30	

Initials _____

ADAMS STATE UNIVERSITY

Sunday, August 7, 2016 - Friday August 12, 2016

Page 6 of 14

8/11/2016	9:00 PM	10:00 PM	PM-Break	Rio Grande Terrace	See BEO for setup	30	
8/12/2016	7:00 AM	8:00 AM	Breakfast	Rio Grande Foyer	See BEO for setup	30	
8/12/2016	7:00 AM	12:00 PM	Meeting	Sandoval Room	Hollow Square	30	200.00
8/12/2016	12:00 PM	1:00 PM	Lunch	Rio Grande Terrace	See BEO for setup	30	

FUNCTION SPACE

Based on your requirements, we have reserved function space as shown in the above agenda; the function space outlined will be complimentary if food and beverage minimum is met and 90%) of guestroom pick up is achieved. If not met, the remaining balance will be charged as meeting room rental. The hotel reserves the right to reduce the function space in proportion to the guest room pick up. Additional meeting rooms requested are subject to rental at the Hotel's discretion. Please coordinate with our Convention Manager prior to publishing any meeting room names.

OFF-SITE CATERING

Hotel reserves first right of refusal to bid on any off-site catering functions or events.

FINAL AGENDA

Our Convention Service Department must receive an updated agenda six (6) months in advance of your meeting and a final agenda ninety (90) days prior. After your final agenda has been received, any unassigned meeting space will be returned to the Hotel. If a final program is not received by ninety (90) days prior to your arrival, space is subject to reassignment at the Hotel's discretion.

SPACE RELEASE

Should the Hotel have a request for space from any other party prior to receipt of your final agenda, we may request that you release such space in writing. You agree to respond within three (3) business days of our request in writing. In the event you have not responded within this time period, you agree that we may release such space for general sale.

BANQUET GUARANTEE / MINIMUM

Hotel is relying on, and Group agrees to provide, a minimum of \$8500.00(exclusive of tax and service charge) in banquet revenue. Should the Group fall below this amount in Food and Beverage consumption, the remaining of minimum will be assessed as Room Rental and the Group will be responsible for the remaining banquet revenue. Only if Group exercises the allowable guestroom attrition outlined in this Agreement will the same percentage reduction be applied to the banquet guarantee. Such amount shall be subject to all applicable taxes, which shall be paid by Group. The Hotel and Group agree that the payment described above is a reasonable estimate of the Hotel's damage resulting from the reduced use of the food and beverage facilities and does not constitute a penalty.

FOOD & BEVERAGE CANCELLATION:

If a Food & Beverage function is cancelled within ninety (90) days prior to the event, the Hotel reserves the right to charge 50% of the anticipated Food & Beverage revenues for the event should the Hotel be unable to re-sell the space.

Initials _____

FOOD & BEVERAGE POLICIES

All food and beverage to be served on the Hotel property must be supplied and prepared by the Hotel. All food and beverage prices are subject to a 23% service charge and a 8.1875% state tax (subject to change without notice). Please note that the service charge is taxable.

In order to ensure that we meet your requirements, your banquet event orders are due back signed to the Hotel by fifteen (15) business days prior to your first scheduled food and beverage function. Banquet event orders/menus received after this date may be subject to an additional surcharge.

Your Convention Services Manager must be notified of the guaranteed attendance no later than 12:00PM, three working days prior to scheduled functions. Guaranteed attendance for functions scheduled on Monday and Tuesday must be received by 12:00PM on the proceeding Wednesday. The Hotel will set 5% over guaranteed attendance.

LIQUOR/BEVERAGE SERVICE:

The New Mexico state Alcohol and Gaming Commission regulates the sale and service of all alcoholic beverages. The Hotel is responsible for the administration of those regulations. The Hotel reserves the right to refuse service of liquor purchased from outside vendors or allows said liquor on Hotel Property.

The Hotel's liquor license requires that alcoholic beverages are only dispensed by Hotel employees. It is mutually agreed upon that both the Group and the Hotel shall be responsible in this matter. The Hotel reserves the right to refuse beverage service to any attendee to those guests who appear to be visibly intoxicated or under age.

GROUP DEPOSIT SCHEDULE

Advance Deposits and Pre-Payment Schedule

The Hotel requires a "Good Faith" deposit in the amount of \$3500.00 due no later than thirty (30) days from signature of Agreement. This deposit will be posted to your Master Account and will not be refundable in the event of cancellation by Group without cause.

BILLING ARRANGEMENTS

Based on credit approval, a master account will be set up for the Group covering its charges. The estimated amount of the master account must be paid in advance in accordance with the deposit schedule set forth below. Master account/direct billing requests will be reviewed in accordance with the Hotel's normal approval process. Should you desire Direct Billing, the Direct Billing Application should be submitted between 6 months and 45 days prior to event. Direct Billing application is required upon signature of this agreement. Should the Hotel determine after establishing direct bill or a deposit schedule that your credit status has changed, the Hotel will have the option to require payment of all estimated master account charges no later than fourteen (14) days before arrival. The Group shall review all charges billed to the master account to ensure accurate billing. Payment of all direct billing must be made within thirty (30) days of receipt of a reconciled invoice from the Hotel. In the event that any charges remain unpaid after thirty (30) days from the date of the invoice, you agree to pay, in addition to the balance due to the Hotel, a late payment charge equal to the lesser of one and one-half percent (1½%) per month or the highest rate permitted by law on the remaining balance until paid in full. We will request that you review your master account with our Accounting Department prior to your departure.

SHIPPING/HANDLING/STORAGE:

If it is necessary to ship materials to the Hotel prior to the start of the event/meeting, each item must be properly packed and marked with (1) the Group Name and Contact; (2) date of the event/meeting; (3) name of the Hotel contact (Convention Services Manager). The Hotel reserves the right to refuse acceptance of packages that appear to be damaged and assumes no liability for the condition of the contents of any package.

Due to the limited amount of storage space, the Hotel will not accept responsibility for materials delivered more than three (3) days prior to the start of the program. Any shipments larger than 10 boxes or 500 pounds will require the use of a drayage company. The Hotel will not be liable for such incurred expenses. Labor charges of \$10.00 per box over 10 boxes or \$10.00 per 100 pounds over 500 pounds will be posted to your Master Account unless handled by a drayage company.

Initials _____

ADAMS STATE UNIVERSITY

Sunday, August 7, 2016 - Friday August 12, 2016

Page 8 of 14

All arrangements for return shipping must be made by the Group with a shipping company prior to your departure.

SIGNS AND DISPLAYS

We request that no signs, banners and displays shall be erected or displayed in any part of the Hotel without the written approval of the Convention Service Manager. It is further agreed that no sign, banner or display shall be affixed to any part of the Hotel. The Hotel will provide easels for this purpose.

HOTEL NAMES AND LOGOS

The names and logos of the Hotel are exclusive property of the Hotel. Any unauthorized use of these names and logos are prohibited.

FORCE MAJEURE

The performance of this Agreement by either party is subject to acts of God, government authority, or disaster, any of which make it illegal or impossible to provide the facilities and/or services for your meeting. It is provided that this Agreement may be terminated for any one or more of such reasons by written notice from one party to the other without liability.

INSURANCE

The Hotel and the Group each agree to carry adequate personal property, liability and other insurance protecting itself against any claims arising from any activities conducted in the Hotel during the meeting. Upon request, Group shall provide a certificate evidencing such insurance to the Hotel. The Hotel shall not be responsible for the security of exhibits, presentation materials or other personal property of Group or exhibitors, unless the Hotel has agreed to accept such responsibility in writing. Group acknowledges that the Hotel, their owners and operators do not maintain insurance coverage covering exhibits, presentation materials or other personal property.

INDEMNIFICATION

Each party hereby agrees to indemnify, defend and hold the other harmless from any loss, liability, costs or damages arising from actual or threatened claims or causes of action resulting from the gross negligence or intentional misconduct of such party or its respective officers, directors, employees, agents, contractors, members or participants (as applicable), provided that with respect to officers, directors, employees, and agents, such individuals are acting within the scope of their employment or agency, as applicable.

AMERICANS WITH DISABILITIES ACT

Both the Group and the Hotel shall be responsible for compliance with the public accommodation requirements of the Americans with Disabilities Act as defined by law. The Hotel shall provide, to the extent required by Act, such auxiliary aids and/or services as may be reasonably requested by Group for use in sleeping rooms and public areas of the Hotel, provided that Group gives reasonable advance written notice to the Hotel of such needs. Group shall be responsible for the cost of any auxiliary aids and services (including engagement of and payment to specialized service providers, such as sign language interpreters), necessary for use in the meeting space used by the Group, other than those types and quantities typically maintained by the Hotel.

DISPUTE RESOLUTION/ATTORNEY'S FEES

With respect to any controversy, claim or dispute arising out of or relating to this Agreement, the parties hereto consent to exclusive venue and jurisdiction in Taos, New Mexico, the County in which the Hotel is located. The parties also consent to service of process outside the State of New Mexico and agree not to contest jurisdiction or venue in Taos, New Mexico and THE PARTIES EACH EXPRESSLY WAIVE THE RIGHT TO A TRIAL BY JURY. In connection with any such litigation, including appellate proceedings, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs. In addition, if the Hotel prevails, the Group shall be responsible for payment of attorneys' fees and interest associated with the Hotel's efforts to collect monies owed under the terms of this Agreement.

COMPLIANCE WITH LAWS

Group agrees to comply with all applicable U.S. federal, state and local laws governing the agreement and event, including any rules, regulations or requests of the U.S. Department of Homeland Security.

Initials _____

ADAMS STATE UNIVERSITY

Sunday, August 7, 2016 - Friday August 12, 2016

Page 9 of 14

NOTICE

Any notice required or permitted by the terms of this contract must be in writing. Notice must be sent via e-mail, facsimile, certified or registered mail, return receipt requested, or by a recognized overnight courier service with provision for a receipt. Notices shall be deemed effective as of the date shown on the receipt.

WAIVER

If either party agrees to waive its right to enforce any term of this contract, it does not waive its right to enforce any other terms of this contract.

CANCELLATION OPTION

Group may cancel this contract without cause upon written notice to the Hotel at any time prior to the event upon payment of an amount based on the following scale:

From signing to 365 days prior to arrival date:	25% of total anticipated revenue
364 days to 270 days prior to arrival date:	50% of total anticipated revenue
269 days to 180 days prior to arrival date:	75% of total anticipated revenue
179 days or less prior to arrival date:	100% of total anticipated revenue

Anticipated revenue shall be calculated at one hundred thirty percent (130%) of Group average rate for the total contracted block. This will reimburse the Hotel for lost revenues for sleeping rooms, banquet food and beverage events, and other revenue that would have been generated by your Group.

If, for any night during your dates, the rooms in your block are resold, your payment will be reduced by that percentage of room revenue equal to the percentage of anticipated revenue paid by you as a cancellation fee in the same manner it was calculated. Before receiving any credit for rooms sold, Hotel inventory outside of your block must be sold first.

In the event the meeting is cancelled at any time for the purpose of holding it at/in another facility or city, Group shall pay to the Hotel the applicable cancellation fee as outlined above.

The option to cancel is agreed by the parties to constitute the exercise of a contractual option and not a default. Payment due, as a result of cancellation of this contract under this provision, shall be made by Group to the Hotel at the time the contract is cancelled by written notice.

SIGNATURE

This contract, with exhibits attached (if any), constitutes the entire Agreement between the parties and may not be amended or changed unless done so in a writing signed by Hotel and Group.

The undersigned represent that they are authorized to sign and enter into this contract.

In witness whereof, El Monte Sagrado and Adams State University have executed this Agreement in manner and form sufficient to bind them as of the date and year set forth on page one of the Agreement.

Cutoff Date: Friday July 8, 2016
Group Deposit due date: April 10, 2016

El Monte Sagrado

By: Adams State University

It's Managing Agent:

Signature

Signature

Initials _____

ADAMS STATE UNIVERSITY

Sunday, August 7, 2016 - Friday August 12, 2016

Page 10 of 14

Julie Leno

Name

Sales Manager

Title

El Monte Sagrado

Date

Anna Torcello

Name

Title

Adams State University

Date

Initials



CREDIT CARD AUTHORIZATION FORM**

****Please return this completed form with signed Agreement/Contract
Due no later than thirty (30) days from signature of Agreement/Contract

DATE: Friday, March 18, 2016

GROUP NAME/FUNCTION: Adams State University

FUNCTION DATES: Sunday, August 7, 2016 - Friday August 12, 2016

Charges Authorized (initial all applicable boxes):

☒ Deposit (Amount: \$ 3500.00)
☐ Sleeping Rooms
☐ Incidentals
☐ Local/Long Distance Calls
☐ Request credit not be required of guests at check-in with group guarantee of all guest incidental expenses
☐ Catering (food and beverage)
☐ Restaurant
☐ Audio/Visual Equipment
☐ Meeting Room Charge
☐ Other (Please Specify) _____

TYPE OF CARD:

☐ VISA ☐ Master Card ☐ Discover
☐ American Express ☐ Diners

Name of Card Holder (as it appears on the card): _____

Credit Card Number: _____

Expiration Date: _____ Reference Number (on back): _____

The undersigned hereby authorizes all charges indicated above, including agreed upon deposit, as indicated on the executed contract and/ or Banquet Event Orders for the referenced Function/Group, to be charged to the above credit card. In the event that payment is not made/received prior to arrival all charges will be processed to this credit card to satisfy their obligation to El Monte Sagrado hotel. In the absence of an approved credit card for billing, full payment must be received prior to arrival. Any balance at the conclusion of your function will be settled to the above credit card on day of departure. The above charges are not disputable after authorized signature accepts goods and/or services.

Please enclose a photocopy of the front and back sides of your credit card.

Card Holder Signature: _____

Initials _____



DIRECT BILLING AUTHORIZATION APPLICATION

****Please return this completed form with the signed Agreement/Contract**

Firm/Organization Name: Adams State University
Date of Function: Sunday, August 7, 2016 - Friday August 12, 2016
Name of Representative: Anna Torello
Title:
Billing Address: 208 Edgemont Blvd
Alamosa, CO 81101
Phone: 719-587-7691

Is your group exempt from State sales tax? ☐ No ☐ Yes (if yes, attach copy of tax
exempt certificate)
Does your group require a purchase order? ☐ No ☐ Yes (if yes, attach copy of executed
purchase order)

Charges to be included in master account billing:

Guest Room Charges (room and tax only?): _____

Meeting Room: _____ Banquet: _____

Authorized Signatures: _____

Bank Reference

Name of Bank: _____
Address: _____
Phone: _____ Account #: _____ Date Account Opened: _____

Hotel Reference (List most current)

Hotel: _____
Address: _____

Date of Function: _____ Amount Billed: _____

Hotel: _____
Address: _____

Date of Function: _____ Amount Billed: _____

Hotel: _____
Address: _____

Date of Function: _____ Amount Billed: _____

FOR HOTEL USE ONLY

Sales Representative: _____ Estimated Charges: _____
Direct Bill Approved: _____ (Credit Manager) Date: _____

Initials _____



PURCHASING MANUAL

2015



TABLE OF CONTENTS

	<u>PAGE</u>
STATEMENT OF PURPOSE	3
ORGANIZATIONAL CHART	4
Section 1. ADAMS STATE UNIVERSITY'S PURCHASING RULES	5
Section 2. PROCUREMENT CODE OF ETHICS	6-8
Section 3. ADAMS STATE UNIVERSITY BOOKSTORE	9
Section 4. PURCHASE LIMIT APPROVAL	10
Section 5. PURCHASES OVER PROCUREMENT CARD LIMIT	10
Section 6. PURCHASES LESS THAN \$25,000	11
Section 7. PURCHASES OVER \$5000	11
Section 8. PURCHASE ORDER DEFINED	12
Section 9. CHANGE ORDERS	12
Section 10. OPEN-END OR STANDING PURCHASE ORDERS	13
Section 11. DIVISION OF CORRECTIONAL INDUSTRIES	13
Section 12. MAINTENANCE AGREEMENTS	14
Section 13. PERSONAL SERVICES	15
Section 14. CONSTRUCTION CONTRACTS	16
Section 15. REQUEST FOR PROPOSALS (RFP)	17
Section 16. EMERGENCY PURCHASES	17
Section 17. INSURANCE	18
Section 18. ADVERTISING	18
Section 19. SOLE SOURCE JUSTIFICATIONS	19
Section 20. OFFICIAL FUNCTIONS	19-20
Section 21. DISPOSAL OR TRANSFER OF EQUIPMENT	20
Section 22. TRAVEL	21

STATEMENT OF PURPOSE

This manual will assist you in making informed, responsible procurement decisions when purchasing for Adams State University.

The ASU Purchasing Manual was written to provide a tool with which to understand the purchasing process for Adams State University.

Adams State University's purchasing practices are subject to the supervision and control of ASU's Purchasing Director.

PURCHASING AUTHORITY HEIRARCHY

UNIVERSITY BOARD OF TRUSTEES

UNIVERSITY PRESIDENT

DIRECTOR OF PURCHASING

**DEPARTMENT BUDGET MANAGERS
AND THEIR DESIGNEES**

SECTION 1.

Adams State University's Purchasing Rules

All procurement done for ADAMS STATE UNIVERSITY are governed by Colorado Revised Statutes, and ASU's Procurement Rules pursuant thereto.

Any purchase made by the ADAMS STATE UNIVERSITY Purchasing Director, or designee, must be in accordance with these Rules. The Purchasing staff is available to answer any questions that may arise. Please contact ASU Purchasing with questions before procuring goods or services.

Note: Section 24-109-404, C.R.S., entitled LIABILITY OF PUBLIC EMPLOYEES:

"If any governmental body purchases any supplies, services, or construction contrary to the provisions of this code, or the rules promulgated pursuant thereto, the head of such governmental body and the public employee, which for the purposes of this section includes elected officials, actually making such purchase shall be personally liable for the costs thereof. If such supplies, services, or construction are unlawfully purchased and paid for with state moneys, the amount thereof may be recovered in the name of the state in an appropriate civil action."

DELEGATION OF PURCHASING AUTHORITY

The procurement delegation for ADAMS STATE UNIVERSITY has been authorized by the University's Board of Trustees to the President of the University and is subject to the supervision and control of the Purchasing Director.

Purchasing authority is delegated by ADAMS STATE UNIVERSITY'S Purchasing Director to account managers and their authorized designees, as described by appropriate sections in this manual.

SECTION 2.

PROCUREMENT CODE OF ETHICS

Any person employed by the University who purchases goods and services, or is involved in the purchasing process, for the University, shall be bound by this code and shall:

1. Avoid the intent and appearance of unethical or compromising practice in relationships, actions, and communications.
2. Demonstrate loyalty to Adams State University by diligently following the lawful instructions of the University while using professional judgement, reasonable care, and exercising only the authority granted.
3. Conduct all purchasing activities in accordance with the laws, while remaining alert to, and advising the University regarding the legal ramifications of the purchasing decisions.
4. Refrain from any private or professional activity that would create a conflict between personal interests and the interests of Adams State University.
5. Identify and strive to eliminate participation of an individual in operational situations where a conflict of interest may be involved.
6. Never solicit or accept money, loans, credits, or prejudicial discounts, and avoid the acceptance of gifts, entertainment, favors, or services from present or potential suppliers which might influence, or appear to influence purchasing decisions.
7. Promote positive supplier relationships through impartiality in all phases of the purchasing cycle.
8. Display the highest ideals of honor and integrity in all public and personal relationships in order to merit the respect and inspire the confidence of the public being served.
9. Provide an environment where all business concerns, large or small, majority or minority owned, are afforded an equal opportunity to compete for Adams State University business.
10. Enhance the proficiency and stature of the purchasing profession by adhering to the highest standards of ethical behavior.

- FURTHER CLARIFICATIONS OF THE CODE OF ETHICS -

1. It is essential that any activity or involvement between purchasing professional and active or potential suppliers, which in any way diminishes, or even appears to diminish, open and fair treatment of suppliers be strictly avoided.

The following is a recommended guideline in dealing with perception:

* Situations may occur in which, through uncontrollable circumstances, one finds oneself in a business relationship with a personal friend. The perception (as well as the potential) of a conflict of interest should be discussed with one's superior, and a reassignment of buying responsibility should be considered.

2. It is the duty of the purchasing professional to ensure that actions taken as an agent for the University will benefit the long-term best interests of the University to the exclusion of personal gain.

The following are recommended guidelines in dealing with Responsibilities to the University:

- * Obtain the maximum benefit for monies expended as agents for the University:
- * Ensure exercise of reasonable care by maintaining up-to-date knowledge of applicable laws, purchasing techniques, and management responsibilities.

3. Purchasing professionals should pursue and retain an understanding of the essential legal concepts governing our conduct as agents of the University. Some of the laws with which we should be acquainted include, in addition to the University's Purchasing Rules, the Uniform Commercial Code, Sherman Anti-Trust Act, Robinson-Putman Act, and the Federal Acquisition Regulations (OMB Circular A-21). Numerous current textbooks, handbooks, and purchasing references are available which deal with these subjects.

4. Refrain from any private or professional activity that would create a conflict between personal interests and the interests of the University.

Purchasing professionals have the right to engage in activities which are of a private nature and outside their employment. However, purchasing professionals must not use their positions in any way to induce another person to provide any benefit to themselves or persons with whom they have family, business, personal or financial ties.

The following are recommended guidelines in dealing with conflicts of interest:

- * Refrain from any private or business relationships or activities, which could result in a conflict of interest or could reasonably be perceived as a conflict of interest.
- * Refrain from engaging in business with, or employment by a company, which is a supplier to the University.

Personal Investment: Ownership of stock in a supplier of goods or services, or customer is not in itself wrong, provided that the interest is solely of an investment nature. However, such ownership should be reported to the employer for review and guidance to avoid the potential for any impropriety.

Outside Activities: Prior approval by the University should not be required for outside educational, professional, political, philanthropic, social, or recreational activities in which an employee may engage on their own time and at their own expense. Purchasing professionals must not make use of the University's position in any of these activities, or permit any association with such activities, which might be detrimental to the University's business or reputation.

5. The following are guidelines for all university employees specifying materials, equipment and services to be purchased.

- * A university employee should not maintain a controlling interest in a firm that does business with the employing university.
- * A university employee shall not accept trips, lodging, meals (except as provided in section 6 under "Business Meals") or tickets from vendors or contractors. Attendance at seminars or courses conducted by potential or current contractors or vendors is not precluded by this provision.
- * A university employee shall not provide inside information to prospective bidders.
- * A university employee shall not "auction" between vendors to attain a better price.

6. Gratuities include any material goods or services offered with the intent of, or providing the potential for, influencing a buying decision. Gratuities are generally offered during telephone solicitations. Goods, services or products offered by telephone generally lend themselves to misrepresentation and should not be purchased as they are seldom in the University's best interest, thus the gratuity is offered to entice the buyer. Extreme caution must be used in evaluating the acceptance of any gratuities even if of nominal value and the frequency of such actions (the collective impact) to ensure that one is abiding by the letter and the spirit of these guidelines.

The following are recommended guidelines in dealing with gratuities:

- * Gifts/Entertainment, Money, loans, credits, or prejudicial discounts must never be accepted.
- * The solicitation of gratuities in any form, for you or the University, is unacceptable.
- * Items of nominal value are sometimes offered by vendors as a gesture of goodwill, or for public relations purposes. For purposes of clarification, nominal value should not exceed \$5.00. The occasional acceptance of such items (e.g., edibles other than meals, promotional items, or novelty items) may be justified if refusal would cause undue embarrassment or strain on the business relationship.
- * Gifts offered exceeding nominal value should be refused and /or returned with a polite explanation, or if perishable, either returned or donated to a local charity in the name of the supplier.
- * Business Meals: Generally, free meals should not be accepted. It is recognized, however, that the offer of a "business lunch" is a customary business practice. If acceptance does not appear inappropriate, seek approval from management.

* University purchasing employees may accept moderate hospitality if it is offered generally to the entire group at a conference, vendor open house, product show or seminar conducted by vendors.

7. The reputation and good standing for the University, the purchasing profession, and the individual will be enhanced by affording all supplier representatives the same courtesy and impartiality in all phases of business transactions.

The following are recommended guidelines for maintaining cooperative relationships with suppliers:

* Establish parameters for bidding and/or re-bidding prior to issuance of an Invitation for Bid. This will help ensure the procedure allows fair, consistent, and unbiased treatment of each prospective bidder and that they understand the process prior to bidding. As a general rule when re-bidding, all initial bidders should be given the same opportunity to re-bid.

* Refrain from "auction" bidding which promotes playing one supplier against the other by allowing multiple opportunities to re-bid.

8. The following are recommended guidelines for developing and exhibiting integrity:

* Be fair and objective in your personal and public relationships.

* Always do what you say you will do, when you say you will do it.

* Don't "bend the rules" for your advantage or give advantage to others.

9. Most universities and many corporations have developed specific guidelines and procedures to enforce policies designed to support and stimulate the growth of small business and those owned by minorities or other disadvantaged groups. Such businesses are dependent for their survival and expansion upon being given the opportunity to compete in the marketplace with their larger competitors. Thus, it is incumbent upon the purchasing professional to give them consideration in buying decisions by providing the opportunity to present products and services, and through opportunities to bid.

10. Purchasing professionals have an obligation to behave ethically in a manner above reproach, both publicly and privately.

SECTION 3.**ADAMS STATE UNIVERSITY BOOKSTORE**

The ADAMS STATE UNIVERSITY Bookstore shall have the sole and exclusive right to sell new and used textbooks, workbooks, fiction, general reference books, paperback books, mimeographed materials, stationery, school supplies, magazine subscriptions, sporting goods, physical education equipment, jewelry, writing instruments, novelties, toilet articles, soft goods, greeting cards, religious articles, art supplies, class rings, room accessories, language tapes, radios, phonographs, records, and other merchandise ordinarily rented or sold in University student bookstores; it being understood that none of the said merchandise and articles hereinabove shall be handled, rented or sold, either at wholesale or retail, on the premises occupied by an individual corporation, or copartnership, except by the ADAMS STATE UNIVERSITY Bookstore.

The ADAMS STATE UNIVERSITY Bookstore (Grizzly Den) shall have the non-exclusive right to sell candy, snacks, packaged food and beverages.

SECTION 4.

PURCHASE LIMIT APPROVAL

Purchases of goods can be made up to DEPARTMENT LIMIT APPROVAL (NOT TO EXCEED \$4999) can be made without contacting the Adams State University Purchasing Office but the State approved procurement card **must** be used for allowable purchases.

Authority to make purchases up to DEPARTMENT LIMIT has been delegated by the Adams State University Purchasing Director

Note: If a good or service is on a required University-wide Price Agreement ("UPA"), that item must be purchased from that source unless a waiver is obtained from the ASU Purchasing Office.

When competition exists, and it is in the best interest of the university to do so, emailed/written quotes may be obtained and documented.

There will be no circumstance where a representative of Adams State University may charge a purchase to the University without requesting approval from their Department Head. Such purchases are considered personal purchases and must be paid out of pocket by the purchaser. That person may or may not be reimbursed for the expenditure. **Taxes are not reimbursable.**

SECTION 5.

PURCHASES OVER PROCUREMENT CARD LIMIT (\geq \$5,000)

The ADAMS STATE UNIVERSITY Purchase Requisition is to be used to request goods \geq \$5,000 or all services regardless of the dollar amount, and also serves as authorization to commit funds. All purchase requisitions must be submitted to the Purchasing Office for proper processing, prior to the commitment of any purchase.

Fiscal Rule requires signature authority for purchase requisitions. Department Head's may delegate signature authority to include other personnel within the department. All delegation notifications must be sent in writing to the Budget Office and Purchasing Office.

Purchase Requisitions must be approved by personnel with budgetary authority. After department approval the requisition then gets routed to the Purchasing Director for final approval and processing. Sponsored program funds require additional approval from the Sponsored Programs controller before they are routed to the Purchasing Director.

Information Required on the Purchase Requisition

Purchase Requisitions should be fully and accurately filled in as follows:

1. Name and address (email of vendor contact-- to expedite ordering) the Purchasing Office has the option to assign a different vendor to the purchase order;
2. An estimated item cost;
3. Account numbers;
4. Quote, application or renewal form for subscriptions, utility bills;
5. Detailed description of commodity or service;

6. Date of service or activity; and
7. Supporting documentation as appropriate.

SECTION 6.

PURCHASES LESS THAN \$25,000

The ADAMS STATE UNIVERSITY Purchasing Director may purchase goods and or services costing less than \$25,000 without benefit of documented emailed quotations, or written bids. This rule does not preclude the option to obtain written quotations when deemed in the best interest of the University.

The amount of lead-time required for purchases varies according to the items or services to be purchased. Knowledge of the procedures for vendor selection mandated by the Purchasing Rules will assist the user in efficient planning.

SECTION 7.

PURCHASES OF \$5,000 AND ABOVE

All purchases of \$5,000 and above will be handled by the ADAMS STATE UNIVERSITY Purchasing Office. Purchases that are \$25,000 or above are subject to Documented Quotes (DQ), Request for Proposal (RFP) or Competitive Sealed Bid (IFB). After contacting and submitting necessary specifications to the Purchasing Office the best way to procure goods will be determined by the Purchasing Office. No less than seven (7) days must be allowed for preparation and bidding time for Documented Quotes and no less than forty-five (45) days lead-time should be allowed for Requests for Proposal (RFP) and or Competitive Sealed Bids (IFB).

It is purchasing policy that neither emailed nor faxed responses shall be used for the receipt of bids where sealed bids are required by rule or solicitation specified, (RFP or IFB). Electronic responses, faxes or emails are accepted for Documented Quotes or as specified in solicitation request.

When an item is out for bid the requesting party and solicited vendor shall not communicate in any manner - all questions are to be handled by the Adams State University Purchasing Office, unless otherwise specified. Any deviation from this procedure could render the bid null and void whereby the bid will be cancelled and a period of 6 to 8 weeks must lapse before another solicitation can be issued.

This procedure is to protect all parties involved against collusion or bid rigging which is punishable by law.

In addition to the formal solicitation process, purchases for services over \$5,000 require Department of Personnel review and approval. Please contract ASU Purchasing before committing Adams State University to services over \$5,000. See also Section 8.

SECTION 8.

PURCHASE ORDER DEFINED

A Purchase Order or Contract must be in place before securing any goods or services for Adams State University at \$5,000.00 or above.

The official Adams State University Purchase Order (issued only by the ASU Purchasing Office) constitutes authority to purchase or commit ADAMS STATE UNIVERSITY for goods or services. There are limitations on this for services. Any service of \$5,000 and above requires a Personal Services Certification. Services over \$50,000 may require a contract, unless determined otherwise by the Purchasing Director.

A Purchase Order must be used for all purchases of \$5,000 and above, with the exception of gasoline, diesel fuel, food and lodging. Authority to sign the ASU Purchase Order is limited to the Adams State University Purchasing Director and/or delegate.

A Purchase Order is initiated by submitting a Purchase Requisition to Adams State University Purchasing. Upon receipt of the approved Purchase Requisition, the Purchasing Director or Purchasing Agent assigned will take all necessary steps to obtain quotations, bids, etc., as stipulated by the University's Purchasing Rules. After vendor selection, a signed Purchase Order is issued to the vendor.

ASU's Central Receiving (Mailroom) will physically receive and deliver goods to the requesting department. The requestor is responsible for making sure that goods or services are received in accordance with the specifications of the Purchase Order. The department account manager shall resolve any problems with goods received by contacting the vendor. If a problem cannot be resolved, contact the Purchasing Office.

SECTION 9.

CHANGE ORDERS

A Change Order request is needed for a Purchase Order that has already been sent to the vendor, i.e., to increase the quantity (Change Orders are not necessary for price decreases unless the reduction is substantial) or, to replace a discontinued item, etc. The requesting department budget manager initiates a Change Order, by contacting and advising the Purchasing Office that a Change Order is needed followed by written documentation and approval of the needed change(s).

Only the Adams State University Purchasing Office is authorized to change a Purchase Order. Departments are not authorized to approve Change Orders with vendors.

SECTION 10.

OPEN END PURCHASE ORDERS (BLANKET PURCHASE ORDERS)

The purpose of the open-end Purchase Order is to provide flexibility, to prevent costly delays, reduce paperwork, and avoid freight costs on small orders.

To initiate an open-end purchase order, the following procedures should be followed in filling out the purchase requisition and sending it to the Adams State University Purchasing Office:

- Describe fully the items or service needed in the description section of the requisition. Indicate if this is a new or renewal of a previous purchase order;
 - Indicate quantity if needed;
 - Period of time the order is to cover (fiscal year/semester);
 - Account code;
- Open End Purchase orders are valid only for the amount shown on the face of the order;
 - No orders are to be given to any vendor until the Purchasing Office has given approval and a purchase order has been issued;
- Dollar limitation for open end Purchase Orders must be included on the requisition. This will be given as a figure not to exceed a given amount for a specified time; and
 - The dollar limit and the expiration date on the Purchase Order will control expiration of the open-end purchase order. If the dollar limit has been expended, an increase to the Purchase Order must be requested.

SECTION 11.

PURCHASES FROM THE DIVISION OF CORRECTIONAL INDUSTRIES

Procurement of *Office Furniture and Office Systems* relating to Colorado Corrections Industries (CCi) pursuant to C.R.S. 17-24-111.

Website for ordering: www.coloradoci.com

GUIDANCE

Departments ***may but are not required to purchase*** office furniture and office systems through CCi.

- Departments ***are required*** to request a bid from CCi when the office furniture purchase is expected to be \$150,000 or more.
- Purchases may not be broken into smaller groups to create a smaller value.
- Opportunities for CCi to bid should be provided to CCi with sufficient time for them to research, quote and deliver the bid.
- When CCi provides a bid, the bid must be considered on a competitive basis.
- Departments may purchase furniture directly from CCi as a sole source provider. Per statute, no solicitation, intent to sole source, or sole source waiver is required when purchasing exclusively from CCi.
- Various solicitation methods including cooperative purchasing agreements are acceptable when purchasing over \$150,000, however, CCi must be given an opportunity to bid.

If you need to procure furniture outside of CCi please contact the ASU Purchasing Office prior to contacting or committing to outside vendor agreements.

SECTION 12.

MAINTENANCE AGREEMENTS

Maintenance agreements for service and repair of capital equipment items, such as: computers, scientific equipment, etc., are used when it is considered cost beneficial to do so rather than pay for service on a per-call basis.

State Fiscal Rules require a formal state contract for agreements at or above \$100,000.

A contract, rather than a Purchase Order will also be used when the terms and conditions of a Purchase Order will not adequately protect the interests of the State.

The vendor's contract form is **not** to be used to obtain a maintenance agreement. State statutes require special wording for a contract to be binding. This language is not included in vendor forms. The State's interest may not be protected in a vendor's standard form. Some vendor's forms may be amended and then referenced on a Purchase Order or contract. **DO NOT sign the vendor's contract forms**, you may include them as an attachment to your requisition.

The President, and Vice President are the only representatives of Adams State University authorized to sign contracts, unless delegated otherwise.

ANY PERSON SIGNING OR ENTERING INTO A CONTRACT FOR THE STATE, WHO HAS NOT BEEN DELEGATED AUTHORITY TO DO SO, MAY BE HELD PERSONALLY LIABLE FOR ANY AMOUNT DUE UNDER THE CONTRACT. PLEASE DO NOT SIGN ANY CONTRACT OR AGREEMENT FORM.

To originate a Maintenance Agreement, a Purchase Requisition must be submitted including a full description of service to be received, the vendor's name, and price. A copy of the vendor's standard contract form should be attached for reference only.

When appropriate, a Purchase Order will be issued for equipment maintenance. In cases where monthly payment is required, an Open End Purchase Order will be issued for the current fiscal year only.

If a formal contract is necessary, contact the Purchasing Office for clarification and assistance. Allow six to eight weeks for preparation and approval of the contract.

NOTE: This section does not cover personal service contracts such as janitorial, word processing, secretarial, or tasks that could be handled by a State employee. Please contact the Human Resources Office for information on these contracts.

Before any service agreements are processed, contact the Purchasing Office for current rules, regulations, and laws.

SECTION 13.**PERSONAL SERVICES****Review Attachment C—State of Colorado Fiscal Rules, Rule 3-1 State Contracts.**

Before agreeing to services from a vendor for personal services if you answer yes to any of the following questions contact the Purchasing Director for instructions and clarification before proceeding further.

- 1) Is this service for \$5000 or more?
- 2) Would State personnel be able to perform this service?
- 3) Is this vendor considered an employee of the State of Colorado?
- 4) Has this service been performed by State personnel in the past?

Information Required on the Purchase Requisition for Personal Services

Purchase Requisitions should be fully and accurately filled in as follows:

1. Name and address;
2. W-9 form;
3. Estimated cost;
4. Description of service;
5. Date of service;
6. Accounting Information; and
7. Supporting documentation as appropriate (W-9, Certification & Affidavit, Independent Contractor Form, PERA Retiree Questionnaire form)

SECTION 14.**CONSTRUCTION CONTRACTS****BONDING AND INSURANCE**

Contact Facilities Services for assistance on construction related projects. All renovation/remodeling must be pre-approved. Please refer to State of Colorado Fiscal Rules (Rule 3-1 State Contracts).

INSURANCE AND BONDS

All construction awards that are processed are required to have insurance certification on file in the Purchasing office, regardless of the amount of the contract. This includes Worker's Compensation, employer's general liability, and vehicle liability when applicable.

In the event that a bid or an award results in a contract of \$50,000 or more, the successful bidder will be required to furnish: A performance bond (state form #SC-6.22), and a labor and materials payment bond (state form #SC-6.221), in the sum of 100% of the contract. The surety on such bonds must be a corporation authorized to transact such business in Colorado. The University has the option of asking for performance bonds for contracts in amounts less than \$50,000, if it is deemed to be in the best interest of the University.

NOTICE TO PROCEED

The receipt of the signed purchase order from the Purchasing Office is the notice to proceed for the contractor. All change orders to the contract (Purchase Order) must be cleared and authorized by the Purchasing Office.

No verbal or other form of change will be approved prior to any authorization given by Purchasing Office.

All change orders must be within the original scope of the work unless an emergency or unknown problem occurs during the actual contract work. ADAMS STATE UNIVERSITY has the option of getting quotes from other sources if it is in the best interests of the University to do so.

Any contractor that proceeds with work when problems of an unknown physical condition occur, or conditions that differ materially from those normally encountered, without contacting ADAMS STATE UNIVERSITY, will be liable for payment of all costs not approved by Adams State University.

GENERAL INFORMATION

NO PERSON OR FIRM SHALL BEGIN WORK BEFORE APPROVAL OF A PURCHASE ORDER OR CONTRACT.

SECTION 15.

REQUESTS FOR PROPOSALS - COMPETITIVE SEALED PROPOSALS

(Ref. C.R.S. 24-103-202)

The ADAMS STATE UNIVERSITY Purchasing Director shall determine whether a Request for Proposal (RFP), competitive sealed bid, or other method, shall be used for each procurement. The University has written procedures and guidelines for RFP's that must be followed; a copy can be made available through the Adams State University Purchasing Office.

Requests for Proposals (RFP'S) are issued:

- A. For the procurement of personal services (consulting services, etc.), other than architects, engineers and land surveyors, or
- B. When competitive sealed bidding is not practicable (technical and performance capability must be evaluated), or,
- C. when competitive sealed bidding is not advantageous to the University.

If it is determined that an RFP is appropriate, it will be the responsibility of the user to write the request, especially with regard to the scope of work and evaluation criteria. Complete evaluation forms and recommendation of members to participate in the evaluation committee must be submitted to the Purchasing Director prior to the RFP being published. All aspects of the RFP are subject to approval by the Adams State University Purchasing Director or designee.

RFP preparation time shall be set to provide offerors a minimum of 30 calendar days to prepare and submit their proposals. The normal time required to complete the RFP process, from preparing specifications to commencing work, will be approximately 120 days. The lead-time can be shortened if a Purchase Order rather than a formal contract can be used. This shall be determined by the Adams State University Purchasing Director. Contact the Purchasing Office prior to initiating any action.

SECTION 16.

EMERGENCY PURCHASES

An emergency condition as defined by Part 2 24-103-206, C.R.S. and Section F - 3 of the University's Purchasing Rules, is a situation which creates a threat to public health, welfare, or safety such as may arise by reason of floods, epidemics, riots, equipment failure, or such other reasons as may be proclaimed by the using agency, and approved by the Director, head of a purchasing agency, or designee. The existence of such conditions creates an immediate and serious need for supplies, services, or construction that cannot be met through normal procurement methods and the lack of which would seriously threaten:

- A. The functioning of state government, or its programs, or
- B. The preservation or protection of property, or
- C. The health or safety of any person or persons.

The University may make emergency procurements when an emergency condition arises and the need cannot be met through normal procurement methods, provided that, whenever practical, approval by the director or head of a purchasing office shall be obtained prior to the procurement. In the event an emergency arises after normal working hours, the department shall notify the director or head of a purchasing office on the next working day.

Only the quantity of goods or services necessary to alleviate the emergency may be purchased under emergency conditions.

SECTION 17.

INSURANCE

Insurance requirements for Adams State University are handled by the Finance Office.

Worker's Compensation claims are handled through the Adams State University Human Resources Office.

SECTION 18.

ADVERTISING

Advertising, newspaper ads, including legal notices, can be placed by using a Procurement Card or a Purchase Order. If the cost of the ad exceeds your Procurement Card limit you must obtain a Purchase Order. Do not arrange for an ad without first obtaining a Purchase Order.

SECTION 19.

SOLE SOURCE PURCHASE REQUESTS

Sole Source vendor selection may be used only if certain circumstances or criteria exist. Those circumstances are set forth in Section 24-103-205, C.R.S., which provides in part:

"A contract may be awarded for a supply, service, or construction item without competition when, under rules, the head of a purchasing agency . . . determines in writing that there is only one source for the required supply, service, or construction item."

Sole Source vendor selection is an exception to the practice of selecting vendors as the result of a competitive sealed bid. Sole Source Procurement is an option if a purchase requirement is reasonably available only from a single vendor or if it otherwise qualifies under Code of Colorado Regulations, 1CCR101-9. (See Code of Colorado Regulations below).

The Sole Source Documentation form provides specific direction on what information is necessary when making such a request. Contact the Purchasing Office if you feel your procurement would qualify as a Sole Source request.

CODE OF COLORADO REGULATIONS 1CCR101-9 SOLE SOURCE PROCUREMENT

3-205 Conditions for Use of Sole Source Procurement

Sole source procurement is not permissible unless a requirement is available from only a single supplier. A requirement for a particular proprietary item does not justify a sole source procurement if there is more

than one potential bidder or offeror for that item. The following are examples of circumstances, which could necessitate sole source procurement:

- (a) where the compatibility of equipment, accessories, or replacement parts is the paramount consideration;
- (b) where a sole supplier's item is needed for trial use or testing;
- (c) where public utility services are to be procured.

The director, the head of a purchasing agency, or the designee of such person, shall make a written determination that a procurement is sole source, setting forth the reasons. In cases of reasonable doubt, competition should be solicited. Any request by a using agency that procurement be restricted to one potential contractor shall be accompanied by an explanation as to why no other will be suitable or acceptable to meet the need. Complete the Sole Source Form sign and forward to the Purchasing Director for review and approval.

NOTE: Insufficient time for conducting a competitive procurement is not a lawful reason for selecting the sole source procurement option.

SECTION 20.

OFFICIAL FUNCTIONS

I. INTRODUCTION

The expenditure of University funds for such things as food, beverage, catering services, the cost of holding receptions, employee recognition events, etc., are sometimes perceived as funds used for entertainment or personal benefit. In order to avoid undue criticism or possible misuse of University funds, State Fiscal Rule mandates that the President of Adams State University or designee (Vice President or Vice President for Finance and Governmental Relations) must approve all expenditures of this type. University staff that have been given departmental purchasing signature authority are authorized to approve expenditures that are reasonable up to \$200.00.

I. DEFINITION

A meeting, conference, or other assembly, which meets all of the following criteria:

- A. It is hosted by administrative officials of Adams State University, as required in the conduct of official business.
- B. It is held to further the best interests of Adams State University.
- C. It requires the expenditure of University funds for such things as food, beverage, catering services, the cost of holding receptions, employee recognition events, etc.
- D. The expenditure is properly authorized by the Department budget manager and approved by the President of the University or designee.

II. EXAMPLES

The following are examples, which qualify as "Official Functions":

- A. Food and beverages purchased for the hosts and one or more guests visiting a department on official business.
- B. Luncheons, dinners, receptions, and banquets given as a necessary adjunct to official meetings or conferences.

- C. Meals (including spouses), service pins, and merit certificates for State employees being honored at an award luncheon, dinner, or reception. This includes the cost of meals for State officials who are required to participate in an official capacity.
- D. Catering services, which may be required for large formal official functions.
- E. Decorations as essential to the circumstances.
- F. Meeting rooms essential to the occasion.

III. POLICY

It is the policy of the State of Colorado that State funds (in this case University funds) may be used for productive meetings and events that are designed to achieve program objectives (State Fiscal Rules Chapter 2 Sec. 7). University funds are not to be used for entertainment or personal benefit.

IV. AUTHORIZATION PROCEDURES AND FORMS

- A. FORMS: "Official Functions Request" forms are available in the Purchasing Office or on the Departments web page. This form is used for requests involving refreshments, meals, snacks and beverages. If you need assistance with the "Official Functions Request" contact the Purchasing Office at x7526.
- B. INFORMATION REQUIRED FOR OFFICIAL FUNCTION:
 - 1) Department approval;
 - 2) Detailed description of function (where, why, when); and
 - 3) Necessary supporting documentation (agenda, etc.)
- C. ROUTING PROCEDURE FOR OFFICIAL FUNCTIONS ABOVE \$200.00:
 - 1) Department Budget Approval;
 - 2) Sponsored Programs (SP) budgets need SP Controller approval;
 - 3) Foundation accounts require Director of Development approval;
 - 4) Club accounts need Club Advisor and Budget Director approval;
 - 5) All Official Functions need President, Provost, or Vice President of Finance and Administration approval if over \$200; and finally
 - 6) Purchasing approval and processing.

Purchase Orders can only be generated after approval of "Official Functions" form is complete.

Reference: Fiscal Rules Chapter 2, Sec. 7

SECTION 21.

DISPOSAL OR TRANSFER OF CAPITAL EQUIPMENT

Before you relocate or dispose of University property, contact Gary Garcia in the Business Office (7552) for a RELOCATION OF PROPERTY (Transfer) form or DELETION OF PROPERTY form. These forms must be completed by the Department budget manager and submitted to Gary Garcia in the Business Office. Transfer or Deletion of Property forms are then routed to the Purchasing Office for approval. After surplus transfer or deletion requests are completed, Adams State University will then proceed with transfer, sale or disposal of University property.

SECTION 22.**TRAVEL**

Before making travel arrangements process the necessary travel requests and approvals for your Department.

Contact the Travel Compliance Officer (7762) regarding travel questions.

[REDACTED]

[REDACTED]

[REDACTED]

From: Ceja, Beatriz [mailto:Beatriz.Ceja@ed.gov]
Sent: Monday, March 20, 2017 1:10 PM
To: Jessica Salazar
Cc: Clark, Njeri
Subject: RE: Unidos Equity Leadership Institute

Ms. Salazar,

Thank you for responding to our inquiry, based on the information provided, it appears that Adams State University followed its procurement process. Additionally, you are correct that the activity was approved in the funded proposal. The documents demonstrate the cost for the approved activity to be allowable and reasonable. As such, I do not find reason to pursue this further. Please note that we will include the documents you provided in the grants official file.

Beatriz Ceja-Williams

Division Director

U.S. Department of Education | Office of Postsecondary Education
Institutional Service – Hispanic Serving Institutions
400 Maryland Avenue, S.W. 4C133 | Washington, D.C. 20202
(Phone) 202-453-6239 | beatriz.ceja@ed.gov

From: Jessica Salazar [mailto:Jessica.Salazar@coag.gov]
Sent: Friday, March 17, 2017 5:53 PM
To: Ceja, Beatriz
Subject: Unidos Equity Leadership Institute

Dear Ms. Ceja-

Attached, please find a response letter and exhibits submitted on behalf of Adams State University addressing your recent inquiry regarding the Unidos Equity Leadership Institute.

Feel free to contact me with any questions or concerns.

Sincerely,
Jessica

Jessica C. Salazar
First Assistant Attorney General – Higher Education Unit
Colorado Department of Law, State Services Section
1300 Broadway, 6th Floor
Denver, Colorado 80203
(720) 508-6173
jessica.salazar@coag.gov

Please note that my email address has changed to jessica.salazar@coag.gov. Please update your records accordingly. Thank you!

This message may contain confidential and/or legally privileged information and is intended only for the individual(s) named. Any name or signature block is not a legally binding electronic signature. If you are not an intended recipient, you are not authorized to disseminate, distribute or copy this e-mail. Please notify the sender immediately if you have received this e-mail by mistake and delete this e-mail from your system.