

## PURCHASE OF SERVICE AGREEMENT

THIS AGREEMENT ("Agreement") is made this 5<sup>th</sup> day of October 2015, by and between the Adams County Board of County Commissioners, located at 4430 South Adams County Parkway, Brighton, Colorado 80601, hereinafter referred to as the "County," and Hampden Press, Inc., located at 9955 East Hampden Avenue, Denver, Colorado 80231, hereinafter referred to as the "Contractor." The County and the Contractor may be collectively referred to herein as the "Parties".

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

### 1. SERVICES OF THE CONTRACTOR:

- 1.1. All work shall be in accordance with the attached IFB 2015.517 Stormwater Utility Invoice Printing and Mailing and the Contractor's response to the IFB 2015.517 attached hereto as Exhibit A, and incorporated herein by reference. Should there be any discrepancy between Exhibit A and this Agreement the terms and conditions of this Agreement shall prevail.
- 1.2. Emergency Services: In the event the Adams County Board of County Commissioners declares an emergency, the County may request additional services (of the type described in this Agreement or otherwise within the expertise of the Contractor) to be performed by the Contractor. If the County requests such additional services, the Contractor shall provide such services in a timely fashion given the nature of the emergency, pursuant to the terms of this Agreement. Unless otherwise agreed to in writing by the parties, the Contractor shall bill for such services at the rates provided for in this Agreement.

### 2. RESPONSIBILITIES OF THE COUNTY: The County shall provide information as necessary or requested by the Contractor to enable the Contractor's performance under this Agreement.

### 3. TERM:

- 3.1. Term of Agreement: The Term of this Agreement shall expire September 30, 2016.
- 3.2. Extension Option: The County, at its sole option, may offer to extend this Agreement as necessary for up to two, one year extensions providing satisfactory service is given and all terms and conditions of this Agreement have been fulfilled. Such extensions must be mutually agreed upon in writing by the County and the Contractor.

### 4. PAYMENT AND FEE SCHEDULE: The County shall pay the Contractor for services furnished under this Agreement, and the Contractor shall accept as full payment for those services, the sum of forty-two thousand, eight hundred ninety-one dollars and twenty-seven cents (\$42,891.27):

- 4.1. Payment pursuant to this Agreement, whether in full or in part, is subject to and contingent upon the continuing availability of County funds for the purposes hereof. In the event that funds become unavailable, as determined by the County, the County may immediately terminate this Agreement or amend it accordingly.

5. **INDEPENDENT CONTRACTOR:** In providing services under this Agreement, the Contractor acts as an independent contractor and not as an employee of the County. The Contractor shall be solely and entirely responsible for his/her acts and the acts of his/her employees, agents, servants, and subcontractors during the term and performance of this Agreement. No employee, agent, servant, or subcontractor of the Contractor shall be deemed to be an employee, agent, or servant of the County because of the performance of any services or work under this Agreement. The Contractor, at its expense, shall procure and maintain workers' compensation insurance as required by law. **Pursuant to the Workers' Compensation Act § 8-40-202(2)(b)(IV), C.R.S., as amended, the Contractor understands that it and its employees and servants are not entitled to workers' compensation benefits from the County. The Contractor further understands that it is solely obligated for the payment of federal and state income tax on any moneys earned pursuant to this Agreement.**

6. **NONDISCRIMINATION:**

6.1. **The Contractor shall not discriminate against any employee or qualified applicant for employment because of age, race, color, religion, marital status, disability, sex, or national origin. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices provided by the local public agency setting forth the provisions of this nondiscrimination clause. Adams County is an equal opportunity employer.**

6.1.1. The Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

7. **INDEMNIFICATION:** The Contractor agrees to indemnify and hold harmless the County, its officers, agents, and employees for, from, and against any and all claims, suits, expenses, damages, or other liabilities, including reasonable attorney fees and court costs, arising out of damage or injury to persons, entities, or property, caused or sustained by any person(s) as a result of the Contractor's performance or failure to perform pursuant to the terms of this Agreement or as a result of any subcontractors' performance or failure to perform pursuant to the terms of this Agreement.

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

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

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

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

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

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

8.2.2. Personal Injury Protection: Per Colorado Statutes



8.3. Workers' Compensation Insurance: Per Colorado Statutes

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

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

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

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

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

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

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

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

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

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

## 9. WARRANTY:

9.1. The Contractor warrants and guarantees to the County that all work, equipment, and materials furnished under the Agreement are free from defects in workmanship and materials for a period of one year after final acceptance by the County. The Contractor further warrants and guarantees that the plans and specifications incorporated herein are free of fault and defect sufficient for Contractor to warrant the finished product after completion date. Should the Contractor fail to proceed promptly in accordance with

this guarantee, the County may have such work performed at the expense of the Contractor. This section does not relieve the Contractor from liability for defects that become known after one year.

## **10. TERMINATION:**

- 10.1. For Cause: If, through any cause, the Contractor fails to fulfill its obligations under this Agreement in a timely and proper manner, or if the Contractor violates any of the covenants, conditions, or stipulations of this Agreement, the County shall thereupon have the right to immediately terminate this Agreement, upon giving written notice to the Contractor of such termination and specifying the effective date thereof.
- 10.2. For Convenience: The County may terminate this Agreement at any time by giving written notice as specified herein to the other party, which notice shall be given at least thirty (30) days prior to the effective date of the termination. If this Agreement is terminated by the County, the Contractor will be paid an amount that bears the same ratio to the total compensation as the services actually performed bear to the total services the Contractor was to perform under this Agreement, less payments previously made to the Contractor under this Agreement.

## **11. MUTUAL UNDERSTANDINGS:**

- 11.1. Jurisdiction and Venue: The laws of the State of Colorado shall govern as to the interpretation, validity, and effect of this Agreement. The parties agree that jurisdiction and venue for any disputes arising under this Agreement shall be with Adams County, Colorado.
- 11.2. Compliance with Laws: During the performance of this Agreement, the Contractor agrees to strictly adhere to all applicable federal, state, and local laws, rules and regulations, including all licensing and permit requirements. The parties hereto aver that they are familiar with § 18-8-301, et seq., C.R.S. (Bribery and Corrupt Influences), as amended, and § 18-8-401, et seq., C.R.S. (Abuse of Public Office), as amended, and that no violation of such provisions are present. The Contractor warrants that it is in compliance with the residency requirements in §§ 8-17.5-101, et seq., C.R.S. Without limiting the generality of the foregoing, the Contractor expressly agrees to comply with the privacy and security requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- 11.3. OSHA: The Contractor shall comply with the requirements of the Occupational Safety and Health Act (OSHA) and shall review and comply with the County's safety regulations while on any County property. Failure to comply with any applicable federal, state or local law, rule, or regulation shall give the County the right to terminate this agreement for cause.
- 11.4. Record Retention: The Contractor shall maintain records and documentation of the services provided under this Agreement, including fiscal records, and shall retain the records for a period of three (3) years from the date this Agreement is terminated. Said records and documents shall be subject at all reasonable times to inspection, review, or audit by authorized Federal, State, or County personnel.



- 11.5. Assignability: Neither this Agreement, nor any rights hereunder, in whole or in part, shall be assignable or otherwise transferable by the Contractor without the prior written consent of the County.
- 11.6. Waiver: Waiver of strict performance or the breach of any provision of this Agreement shall not be deemed a waiver, nor shall it prejudice the waiving party's right to require strict performance of the same provision, or any other provision in the future, unless such waiver has rendered future performance commercially impossible.
- 11.7. Force Majeure: Neither party shall be liable for any delay or failure to perform its obligations hereunder to the extent that such delay or failure is caused by a force or event beyond the control of such party including, without limitation, war, embargoes, strikes, governmental restrictions, riots, fires, floods, earthquakes, or other acts of God.
- 11.8. Notice: Any notices given under this Agreement are deemed to have been received and to be effective: 1) Three (3) days after the same shall have been mailed by certified mail, return receipt requested; 2) Immediately upon hand delivery; or 3) Immediately upon receipt of confirmation that an E-mail was received. For the purposes of this Agreement, any and all notices shall be addressed to the contacts listed below:

Department: Adams County Stormwater Utility  
Contact: Juliana Archuleta  
Address: 4430 South Adams County Parkway  
City, State, Zip: Brighton, Colorado 80601  
Phone: 720.523.6869  
E-mail: [mjarchuleta@adcogov.org](mailto:mjarchuleta@adcogov.org)

Department: Adams County Purchasing  
Contact: Anna Forristall  
Address: 4430 South Adams County Parkway  
City, State, Zip: Brighton, Colorado 80601  
Phone: 720.523.6297  
E-mail: [aforristall@adcogov.org](mailto:aforristall@adcogov.org)

Department: Adams County Attorney's Office  
Address: 4430 South Adams County Parkway  
City, State, Zip: Brighton, Colorado 80601  
Phone: 720.523.6116

Contractor: Hampden Press, Inc.  
Contact: Bob Winchell  
Address: 9955 East Hampden Avenue  
City, State, Zip: Denver, Colorado 80231  
Phone: 303.750.2035  
E-mail: [bob@hampdenpress.com](mailto:bob@hampdenpress.com)

- 11.9. Integration of Understanding: This Agreement contains the entire understanding of the parties hereto and neither it, nor the rights and obligations hereunder, may be changed, modified, or waived except by an instrument in writing that is signed by the parties hereto.

- 11.10. Severability: If any provision of this Agreement is determined to be unenforceable or invalid for any reason, the remainder of this Agreement shall remain in effect, unless otherwise terminated in accordance with the terms contained herein.
- 11.11. Authorization: Each party represents and warrants that it has the power and ability to enter into this Agreement, to grant the rights granted herein, and to perform the duties and obligations herein described.
- 11.12. Confidentiality: All documentation related to this Agreement will become the property of Adams County. All documentation maintained or kept by Adams County shall be subject to the Colorado Open Records Act, C.R.S. 24-72-201 *et seq.* ("CORA"). The County does not guarantee the confidentiality of any records.

## **12. CHANGE ORDERS OR EXTENSIONS:**

- 12.1. Change Orders: The County may, from time to time, require changes in the scope of the services of the Contractor to be performed herein including, but not limited to, additional instructions, additional work, and the omission of work previously ordered. The Contractor shall be compensated for all authorized changes in services, pursuant to the applicable provision in the Invitation to Bid, or, if no provision exists, pursuant to the terms of the Change Order.
- 12.2. Extensions: The County may, upon mutual written agreement by the parties, extend the time of completion of services to be performed by the Contractor.

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

- 13.1. The Contractor shall certify participation in the E-Verify Program (the electronic employment verification program that is authorized in 8 U.S.C. § 1324a and jointly administered by the United States Department of Homeland Security and the Social Security Administration, or its successor program) or the Department Program (the employment verification program established by the Colorado Department of Labor and Employment pursuant to C.R.S. § 8-17.5-102(5)) on the attached certification.
- 13.2. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.
- 13.3. The Contractor shall not enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.
- 13.4. At the time of signing this public contract for services, the Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this public contract for services through participation in either the E-Verify Program or the Department Program.



- 13.5. The Contractor shall not use either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this public contract for services is being performed.
- 13.6. If the Contractor obtains actual knowledge that a subcontractor performing work under this public contract for services knowingly employs or contracts with an illegal alien, the Contractor shall: notify the subcontractor and the County within three (3) days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to the previous paragraph, the subcontractor does not stop employing or contracting with the illegal alien; except that the Contractor shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.
- 13.7. Contractor shall comply with any reasonable requests by the Department of Labor and Employment (the Department) made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. § 8-17.5-102(5).
- 13.8. If Contractor violates this Section, of this Agreement, the County may terminate this Agreement for breach of contract. If the Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the County.

The remainder of this page is left blank intentionally.

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

**Deputy County Manager**

[Signature]  
Raymond Gonzales

10.5.2015  
Date

**Hampden Press, Inc**

[Signature]  
Signature

10/1/15  
Date

Nicole Jenni  
Printed Name

Vice President  
Title

**Attest:**

Stan Martin, Clerk and Recorder

[Signature]  
Deputy Clerk

Approved as to Form:

[Signature]  
Adams County Attorney's Office

**NOTARIZATION OF CONTRACTOR'S SIGNATURE:**

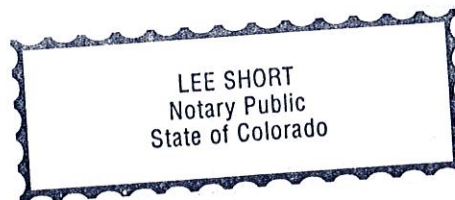
COUNTY OF Hampden

STATE OF Colorado )SS.

Signed and sworn to before me this 1<sup>st</sup> day of October, 2015,

by Nicole Jenni,

[Signature]  
Notary Public



My commission expires on: 12/23/2015



## CONTRACTOR'S CERTIFICATION OF COMPLIANCE

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

### CONTRACTOR:

Hampden Press Inc  
Company Name

10/1/15  
Date

[Signature]  
Signature

Niede Jenni  
Name (Print or Type)

Vice President  
Title

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

**ADAMS COUNTY FORMAL INVITATION FOR BID  
2015.517**

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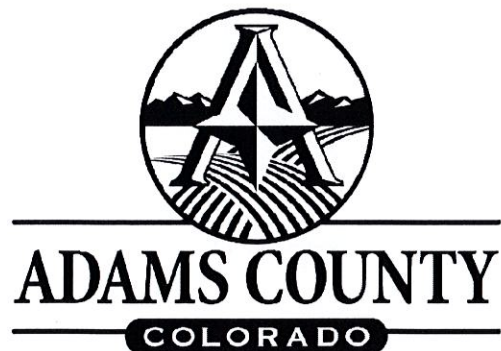
**STORMWATER UTILITY  
INVOICE PRINTING AND MAILING**

**BID ISSUANCE  
Date: August 19, 2015**

**QUESTIONS**  
Written questions will be accepted through August 26, 2015  
Questions must be submitted by email to [aforristall@adcogov.org](mailto:aforristall@adcogov.org)

**An Addendum to answer submitted questions  
will be issued no later than August 31, 2015**

**BID OPENING  
Date: September 8, 2015  
Time: 2:00 p.m.  
Location: Adams County Government Center  
4430 South Adams County Parkway  
4<sup>th</sup> Floor, C4000A  
Brighton, Colorado 80601**





## GENERAL INSTRUCTIONS

1. The Adams County Board of Commissioners by and through its Purchasing Division of the Finance Department is accepting bids for **Stormwater Utility Invoice Printing, Stuffing and Mailing**.
2. Written questions may be submitted through August 26, 2015. All questions are to be submitted to Anna Forristall, Purchasing Agent by email at [aforristall@adcogov.org](mailto:aforristall@adcogov.org).
3. An Addendum to answer submitted questions will be issued no later than August 31, 2015.
4. Bids
  - 4.1. Sealed bids for consideration will be received at the office of the Purchasing Division of the Finance Department at the Adams County Government Center, 4430 South Adams County Parkway, Fourth Floor, C4000A, Brighton Colorado 80601, up to 2:00 p.m. on September 8, 2015.
  - 4.2. The bid opening time shall be according to our clock.
  - 4.3. Bids will be publicly opened and read aloud at this time.
  - 4.4. Bids may be mailed or delivered in person and **must be** in a sealed envelope clearly labeled with Company Name, Bid Number and Project Title.
  - 4.5. No bids will be accepted after the time and date established above, except by written addenda.
5. Issuance of this invitation does not commit Adams County to award any contract or to procure or contract for any equipment, materials or services.

## 6. BID REQUIREMENTS

- 6.1. Three (3) copies: one (1) paper original, one (1) paper copy and one (1) CD/Thumb Drive (PDF) of the bid are required. If brochures or other supportive documents are requested, then it is required that one (1) set be submitted with bid.
- 6.2. All bids must be signed.
- 6.3. Whenever addendum/addenda are required, they must be acknowledged in the appropriate space on the Contractor's Statement form.
- 6.4. Bids may not be withdrawn after date and hour set for closing.

- 6.5. Adams County assumes no responsibility for late deliveries of mail on behalf of the United States Post Office.
- 6.6. Adams County assumes no responsibility for bids being either opened early or improperly routed if the envelope is not clearly marked on the outside. The envelope must be clearly labeled with Company Name, Bid Number and Title:

**2015.517 STORMWATER UTILITY  
INVOICE PRINTING AND MAILING**

- 6.7. In the event of a situation severe enough to cause the Adams County Board of Commissioners to close Adams County ("County") offices for any reason, the Purchasing Manager has the prerogative of rescheduling the bid opening time and date. No bidder will be considered above all other bidders by having met the bid opening time and date requirements to the exclusion of those who were unable to present their bid due to a situation severe enough to cause the Adams County Board of County Commissioners to close the County offices.
- 6.8. Bids must be submitted on the form as supplied and/or described by Adams County. Failure to bid on the form provided may be cause for the rejection of the bid. Bids must be furnished exclusive of taxes.
- 6.9. No award will be made to any person, firm, or corporation, which is in arrears upon any obligation to the County.
- 6.10. If submitting a joint venture bid or a bid involving a partnership arrangement, articles of partnership stating each partner's responsibilities shall be furnished and submitted with the bid.
- 6.11. The County reserves the right to waive any irregularities or informalities, and the right to accept or reject any and all bids, including but not limited to any bid which does not meet bonding requirements, or bids which do not furnish the quality, or offer the availability of materials, equipment or services as required by the specifications, description or scope of services, or bids from offerors who lack experience or financial responsibility, or bids which are not made to form. The County reserves the right not to award bids to the lowest and most responsive and responsible offeror, and may require new bids.
- 6.12. The Board of County Commissioners may rescind the award of any bid within one week thereof or at its next regularly scheduled meeting; whichever is later, when the public interest will be served thereby.
- 6.13. Only sealed bids received by the Purchasing Division will be accepted; bids submitted by telephone, email, or facsimile machines are not acceptable.



- 6.14. If a formal contract is required, the offeror agrees and understands that a Notice of Award does not constitute a contract or create a property interest of any nature until an Agreement is signed by the Awardee and the Board of County Commissioners and/or their authorized designee.
- 6.15. All documentation submitted in response to this solicitation will become the property of Adams County. All documentation maintained or kept by Adams County shall be subject to the Colorado Open Records Act. C.R.S. 24-72-201 *et. seq.* ("CORA"). Accordingly, respondents are discouraged from providing information that they consider confidential, privileged, and/or trade secrets as part of a response to this solicitation. Any portions of submissions that are reasonably considered confidential should be clearly marked. The County does not guarantee the confidentiality of any records.
7. Contractor shall comply with the requirements of the Occupational Safety and Health Act (OSHA) and shall review and comply with the County's safety regulations while on any County property. Failure to comply with any applicable federal, state or local law, rule or regulation shall give the County the right to terminate this agreement for cause.
8. Adams County is an equal opportunity employer.
9. **COOPERATIVE PURCHASING:** Adams County encourages cooperative purchasing in an effort to assist other agencies to reduce their cost of bidding and to make better use of taxpayer dollars through volume purchasing. Contractor(s) may, at their discretion, agree to extend the prices and/or terms of the resulting award to other state or local government agencies, school districts, or political subdivisions in the event they would have a need for the same product/service. Usage by any entity shall not have a negative impact on Adams County in the current term or in any future terms.

The Contractor(s) must deal directly with any governmental agency concerning the placement of purchase orders/agreements, freight/delivery charges, contractual disputes, invoices, and payments. Adams County shall not be liable for any costs or damages incurred by any other entity.

10. **INSURANCE:** The Contractor agrees to maintain insurance of the following types and amounts:
- 10.1. Commercial General Liability Insurance: to include products liability, completed operations, contractual, broad form property damage and personal injury.
- |                           |             |
|---------------------------|-------------|
| 10.1.1. Each Occurrence   | \$1,000,000 |
| 10.1.2. General Aggregate | \$2,000,000 |
- 10.2. Comprehensive Automobile Liability Insurance: to include all motor vehicles owned, hired, leased, or borrowed.
- |                                       |                             |
|---------------------------------------|-----------------------------|
| 10.2.1. Bodily Injury/Property Damage | \$1,000,000 (each accident) |
|---------------------------------------|-----------------------------|

- 10.2.2. Personal Injury Protection                      Per Colorado Statutes
- 10.3. Workers' Compensation Insurance:                      Per Colorado Statutes
- 10.4. Professional Liability Insurance: to include coverage for damages or claims for damages arising out of the rendering, or failure to render, any professional services.
  - 10.4.1. Each Occurrence                      \$1,000,000
  - 10.4.2. This insurance requirement applies only to Contractors who are performing services under this Agreement as professionals licensed under the laws of the State of Colorado, such as physicians, lawyers, engineers, nurses, mental health providers, and any other licensed professionals.
- 10.5. The Contractor's commercial general liability, comprehensive automobile liability, and professional liability insurance policies and/or certificates of insurance shall be issued to include Adams County as an "additional insured," and shall include the following provisions:
  - 10.5.1. Underwriters shall have no right of recovery or subrogation against the County, it being the intent of the parties that the insurance policies so affected shall protect both parties and be primary coverage for any and all losses resulting from the actions or negligence of the Contractor.
  - 10.5.2. The insurance companies issuing the policy or policies shall have no response against the County for payment of any premiums due or for any assessments under any form of any policy.
  - 10.5.3. Any and all deductibles contained in any insurance policy shall be assumed by and at the sole risk of the Contractor.
- 10.6. All insurers of the Contractor must be licensed or approved to do business in the State of Colorado. Each insurance policy herein required shall be endorsed to state that coverage shall not be suspended, voided, or canceled without thirty (30) days prior written notice by certified mail, return receipt requested, to the County.
- 10.7. Prior to exercising this agreement, the County requires the Contractor to provide proof of the insurance coverage or policies required under this Agreement.
- 10.8. The Contractor shall not commence work under this contract until they have submitted to the County and received approval thereof, certificates of insurance showing that they have complied with the foregoing insurance.
- 10.9. All referenced insurance policies and/or certificates of insurance shall be issued to include Adams County as an "additional insured." The name of the bid or project must appear on the certificate of insurance.



- 10.10. Underwriters shall have no right of recovery or subrogation against Adams County; it being the intent of the parties that the insurance policies so affected shall protect both parties and be primary coverage for any and all losses covered by the described insurance.
- 10.11. The clause entitled "Other Insurance Provisions" contained in any policy including Adams County as an additional insured shall not apply to Adams County.
- 10.12. If any of the said policies shall be or at any time become unsatisfactory to the County as to form or substance, or if a company issuing any such policy shall be or at any time become unsatisfactory to the County, the Contractor shall promptly obtain a new policy, submit the same to the Purchasing Manager of Adams County for approval and thereafter submit a certificate of insurance as herein above provided. Upon failure of the Contractor to furnish, deliver and maintain such insurance as provided herein, this contract, at the election of the County, may be immediately declared suspended, discontinued or terminated. Failure of the Contractor in obtaining and/or maintaining any required insurance shall not relieve the Contractor from any liability under the contract, nor shall the insurance requirements be construed to conflict with the obligations of the Contractor concerning indemnification.
11. COMPLIANCE WITH C.R.S. § 8-17.5-101, ET. SEQ. AS AMENDED 5/13/08:  
Pursuant to Colorado Revised Statute (C.R.S.), § 8-17.5-101, *et. seq.*, as amended 5/13/08, the Contractor shall meet the following requirements prior to signing this Agreement (public contract for service) and for the duration thereof:
- 11.1. The Contractor shall certify participation in the E-Verify Program (the electronic employment verification program that is authorized in 8 U.S.C. § 1324a and jointly administered by the United States Department of Homeland Security and the Social Security Administration, or its successor program) or the Department Program (the employment verification program established by the Colorado Department of Labor and Employment pursuant to C.R.S. § 8-17.5-102(5)) on the attached certification.
- 11.2. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.
- 11.3. The Contractor shall not enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.
- 11.4. At the time of signing this public contract for services, the Contractor has confirmed the employment eligibility of all employees who are newly hired for

employment to perform work under this public contract for services through participation in either the E-Verify Program or the Department Program.

- 11.5. The Contractor shall not use either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this public contract for services is being performed.
- 11.6. If Contractor obtains actual knowledge that a subcontractor performing work under this public contract for services knowingly employs or contracts with an illegal alien, the Contractor shall: notify the subcontractor and the County within three days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to the previous paragraph, the subcontractor does not stop employing or contracting with the illegal alien; except that the contractor shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.
- 11.7. Contractor shall comply with any reasonable requests by the Department of Labor and Employment (the Department) made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. § 8-17.5-102(5).
- 11.8. If Contractor violates this Section, of this Agreement, the County may terminate this Agreement for breach of contract. If the Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the County.

#### **END OF GENERAL INSTRUCTIONS**

The remainder of this page left blank intentionally.



## **SCOPE OF WORK**

The successful vendor shall supply all the materials, supervision, labor and equipment needed to print the invoices, educational flyers, and envelopes. The awarded vendor will then fold the documents, stuff the envelopes and mail to Stormwater Utility's customers. Adams County will supply the awarded vendor all the necessary data to complete this project.

Invoices for Stormwater Utility's customers must be postmarked by the following dates; quantities are an estimate and may vary for each billing cycle:

### September 30:

- Print and mail 10,000 invoices
- 8.5"x11" white paper invoice; 70 pound text weight paper (Not coated matte or glossy finish)
- 2 side print, black ink only with perforated lower portion (lower third)
- #10 window envelope white with Adams County logo and address printed on the front with black ink
- #9 envelopes with printed return address in black ink (recycled paper is preferred for the return envelope, any color is acceptable)
- Folding (tri-fold) and stuffing documents and return envelope into #10 window envelope

### December 31:

- Print and mail 8,000 invoices
- 8.5"x11" white paper invoice; 70 pound text weight paper (Not coated matte or glossy finish)
- 2 side print, black ink only with perforated lower portion (lower third)
- #10 window envelope white with Adams County logo and address printed on the front with black ink
- #9 envelopes with printed return address in black ink (recycled paper is preferred for the return envelope, any color is acceptable)
- Folding (tri-fold) and stuffing documents and return envelope into #10 window envelope

### March 30:

- Print and mail 6,000 invoices
- 8.5"x11" white paper invoice; 70 pound text weight paper (Not coated matte or glossy finish)
- 2 side print, black ink only with perforated lower portion (lower third)
- #10 window envelope white with Adams County logo and address printed on the front with black ink
- #9 envelopes with printed return address in black ink (recycled paper is preferred for the return envelope, any color is acceptable)
- Folding (tri-fold) and stuffing documents and return envelope into #10 window envelope

May 1:

- Print and mail 27,000 invoices
- 8.5"x11" white paper invoice; 70 pound text weight paper (Not coated matte or glossy finish)
- 2 side print, black ink only with perforated lower portion (lower third)
- #10 window envelope white with Adams County logo and address printed on the front with black ink
- #9 envelopes with printed return address in black ink (recycled paper is preferred for the return envelope, any color is acceptable)
- Folding (tri-fold) and stuffing documents and return envelope into #10 window envelope

July 1:

- Print and mail 5,000 invoices
- 8.5"x11" white paper invoice; 70 pound text weight paper (Not coated matte or glossy finish)
- 2 side print, black ink only with perforated lower portion (lower third)
- #10 window envelope white with Adams County logo and address printed on the front with black ink
- #9 envelopes with printed return address in black ink (recycled paper is preferred for the return envelope, any color is acceptable)
- Folding (tri-fold) and stuffing documents and return envelope into #10 window envelope

Option 1:

- Print 27,000 Educational flyers
- 8.5"x11" 70 pound text weight paper (NOT coated matte or glossy finish)
- Two (2) side print
- One (1) side color - NOT glossy finish and one (1) side black
- Four (4) color with bleed edges

Option 2:

- Print 27,000 Educational flyers
- 8.5"x11" 70 pound text weight paper (NOT coated matte or glossy finish)
- Two (2) side print; both sides printed in color
- Four (4) color with bleed edges

The County shall be responsible for separating out the multi-page invoices (more than one page) from the PDF file. The County will mail the multi-page invoices in-house. There are approximately 35 multi-page accounts representing about 100 pages. The County currently does not have the capability to sort the mailing according to zip code.

Exact mailing dates will be pre-set by the County prior to each billing cycle. The successful vendor may be required to split and mail in batches a certain amount of envelopes per day to allow the County to control the number of phone calls and reduce peak volume of calls.

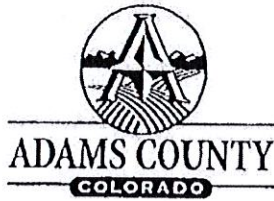
The billing cycle may be subject to change.



### **Submittal Checklist**

- ☐ Vendor Information Form
- ☐ W-9
- ☐ Contractor's Certification of Compliance
- ☐ Contractor's Statement and Price Sheet (2 pages)
- ☐ References
- ☐ Two (2) paper copies (1 original and 1 copy)
- ☐ One (1) CD or Thumb Drive of submitted bid in a single PDF document

# EXHIBIT A Bid #2015517



Finance Department  
4430 South Adams County Parkway  
Brighton, CO 80601  
PHONE 720.523.6055 FAX 720.523.6058

## VENDOR INFORMATION FORM

All suppliers must complete and return this form as well as a W-9  
(Payments & New Vendor #'s will not be processed without a completed W-9)

### PLEASE PRINT OR TYPE ALL INFORMATION

Enter the name of Adams County employee and/or Department/Elected Office requesting this form be completed.

Anna Forristall

Employee Name

Purchasing Division of the Finance Dept.

Department/Elected Office

Company Name (Please include dba name, if applicable.)

Hampden Press Inc.

Company Name

DBA Name (if applicable)

Does this company function solely as a manufacturer rep or distributor? YES ☐ NO ☒

If YES, is invoice payment sent to your remit-to address or the manufacturer? ☐

If Remit-to, please attach or forward a list of the companies with their corresponding remit-to address.

Does this company have more than one location with the same Federal Tax ID number that Adams County also conducts transactions with? YES ☐ NO ☒

If YES, please copy and complete this form for each location.

Remit-To Information (Invoice Payment):

Hampden Press Inc.

Company Name

9955 E. Hampden Avenue

Address

Denver

City

CO

State

303-750-2035

Phone Number

Address 2

Denver

County

80231

Zip Code

303-750-2115

Fax Number

Address for Purchase Orders/Contracts (If different from above.)

Address

Address 2

City

County

State

Zip Code

Phone Number

Fax Number



# EXHIBIT A

Phone Number for Quotes or Placing Orders and Fax Number to send a Purchase Order or a Request for Quote

**303-750-2035**

*Phone Number*

**303-750-2115**

*Fax Number*

Company Information

**hampdenpress.com**

*Web Address*

**bob@hampdenpress.com**

*Company Email Address*

E-Mail Address for Purchasing Orders or Request for Quotes (if different from above)

*Company Email Address*

Contact Information

**Bob Winchell / Kim Fedeli**

*Contact Name*

**Sales / Sales**

*Position/Title*

**303-750-2035**

**303-750-2115**

*Contact Phone Number*

*Contact Fax Number*

*Contact Email Address (if different than above)*

**BUSINESS CLASSIFICATION** – Please check all that apply and attach supporting documents for these business classifications:

☒ Small Business

☐ Disadvantaged

☐ Woman Owned

☐ Hub-Zone

☐ Business is 51% owned by physically disabled individual(s)

☐ Veteran Owned

☐ Vietnam Veteran

☐ Service Disabled Veteran

**ETHNICITY OF BUSINESS** – Please check where applicable

☐ Black American

☐ Hispanic American

☐ Asian Pacific American

☐ Subcontinent Asian American

☐ Native American

☒ Caucasian

☐ Other \_\_\_\_\_

**CONFLICT OF INTEREST**

Does this company employ any Adams County employees or their immediate family members? YES ☐ NO ☒

If YES, please explain

Does this company have any financial interests with an Adams County employee? YES ☐ NO ☒

If YES, please explain

*Thank you!*



# EXHIBIT A

Form **W-9**  
(Rev. December 2014)  
Department of the Treasury  
Internal Revenue Service

## Request for Taxpayer Identification Number and Certification

Give Form to the  
requester. Do not  
send to the IRS.

**1** Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.  
**Hampden Press, Inc.**

**2** Business name/disregarded entity name, if different from above

**3** Check appropriate box for federal tax classification; check only one of the following seven boxes:  
☐ Individual/sole proprietor or single-member LLC  
☒ C Corporation  
☐ S Corporation  
☐ Partnership  
☐ Trust/estate  
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ \_\_\_\_\_  
 Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.  
☐ Other (see instructions) ▶ \_\_\_\_\_

**4** Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  
 Exempt payee code (if any) \_\_\_\_\_  
 Exemption from FATCA reporting code (if any) \_\_\_\_\_  
 (Applies to accounts maintained outside the U.S.)

**5** Address (number, street, and apt. or suite no.)  
**9955 E. Hampden Ave.**

**6** City, state, and ZIP code  
**Denver, CO 80231**

**7** List account number(s) here (optional)

**8** Requester's name and address (optional)

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

**Social security number**

			-			-				
--	--	--	---	--	--	---	--	--	--	--

or

**Employer identification number**

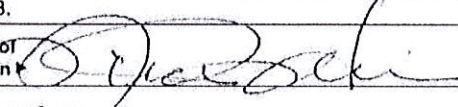
8	4	-	0	8	5	8	1	0	7
---	---	---	---	---	---	---	---	---	---

### Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

**Sign Here** Signature of U.S. person  Date **1/1/15**

### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/tw9](http://www.irs.gov/tw9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

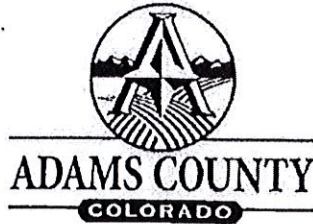
If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.



# EXHIBIT A



## 2015.517 STORMWATER UTILITY INVOICE PRINTING AND MAILING

### CONTRACTOR'S STATEMENT AND PRICE SHEET

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

*[Signature]* 9-3-15

PROJECTS	PRICE
September 30 Print Job	\$ 7,311.52
December 31 Print Job	\$ 5,890.92
March 30 Print Job	\$ 4,467.11
May 1 Print Job	\$ 19,380.75
July 1 Print Job	\$ 3,754.00
<b>TOTAL FOR ONE YEAR of PRINTING</b>	<b>\$ 40,804.30</b>
OPTION ONE: Printing of Educational Flyers Two side: one side black & one color	\$ 1,756.13
OPTION TWO: Printing of Educational Flyers Two side: both sides color	\$ 2,086.97
COMMENTS: Postage estimated at current rate on Sept. 30th, 2015	

# EXHIBIT A



## 2015.517 STORMWATER UTILITY INVOICE PRINTING AND MAILING

WE THE UNDERSIGNED HEREBY ACKNOWLEDGE RECEIPT OF

Addendum # 1 Addendum # \_\_\_\_\_  
If None, Please write NONE.

Hampden Press Inc.	
Company Name	Date
9955 E. Hampden Avenue	8/31/2015
Address	Signature
Denver, CO 80231	Robert A. Winchell
City, State, Zip Code	Printed Name
Denver	Robert A. Winchell/Sales
County	Title
303-750-2035	303-750-2115
Telephone	Fax
bob@hampdenpress.com	
Email Address	



## EXHIBIT A

### References

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Julie Ayres  
Buyer/Supply Manager  
Cochlear Americas  
p) 303.264.2360



Rossie Davan  
Data Management Specialist  
Media Center  
(720) 931-2364



Lise Crowell  
Commodity Specialist – Print Buyer  
D 303.782.3155



*Janus Capital Group*