

**ADAMS COUNTY
PROFESSIONAL SERVICE AGREEMENT #2017.100**

THIS AGREEMENT ("Agreement") is made this 16th day of MAY 2017, 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 Tri-State Fireworks, Inc., located at PO Box 31, Brighton, Colorado 80601, hereinafter referred to as the "Contractor." The County and the Contractor may be collectively referred to herein as the "Parties".

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

1. SERVICES OF THE CONTRACTOR:

- 1.1. All work shall be in accordance with the attached RFP 2017.100 and the Contractor's response to the RFP 2017.100 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 be from the effective date of this agreement through August 4, 2017.
- 3.2. Renewal Option: The County, at its sole option, may offer to renew this Agreement as necessary for up to two, one year renewals providing satisfactory service is given and all terms and conditions of this Agreement have been fulfilled. Such renewals must be mutually agreed upon in writing by the County and the Contractor.

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 Five Thousand Dollars (\$45,000.00)**

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

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

6. **NONDISCRIMINATION:**

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, and comprehensive automobile liability, insurance policies and/or certificates of insurance shall be issued to include Adams County as an "additional insured" and shall include the following provisions:

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

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

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

- 8.6. **Licensed Insurers:** All insurers of the Contractor must be licensed or approved to do business in the State of Colorado. Upon failure of the Contractor to furnish, deliver and/or maintain such insurance as provided herein, this Agreement, at the election of the County, may be immediately declared suspended, discontinued, or terminated. Failure of the Contractor in obtaining and/or maintaining any required insurance shall not relieve the Contractor from any liability under this Agreement, nor shall the insurance requirements be construed to conflict with the obligations of the Contractor concerning indemnification.
- 8.7. **Endorsement:** Each insurance policy herein required shall be endorsed to state that coverage shall not be suspended, voided, or canceled without thirty (30) days prior written notice by certified mail, return receipt requested, to the County.
- 8.8. **Proof of Insurance:** At any time during the term of this Agreement, the County may require the Contractor to provide proof of the insurance coverage or policies required under this Agreement.

9. DAMAGES ARISING FROM BREACH OF PERFORMANCE OBLIGATIONS

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

10. WARRANTY:

- 10.1. 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.

11. TERMINATION:

- 11.1. **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.

11.2. 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.

12. MUTUAL UNDERSTANDINGS:

12.1. 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.

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

12.3. 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. .

12.4. 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.

12.5. 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.

12.6. **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.

12.7. **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.

12.8. **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 Parks and Open Space
Contact: Casandra Bossingham
Address: 9755 Henderson Road
City, State, Zip: Brighton, Colorado 80601
Phone: 303.637.8027
E-mail: CBossingham@adcogov.org

Department: Adams County Purchasing
Contact: Ben DeRomanis
Address: 4430 South Adams County Parkway
City, State, Zip: Brighton, Colorado 80601
Phone: 720.523.6043
E-mail: bderomanis@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: Tri-State Fireworks, Inc.
Contact: Sharon Dermody
Address: PO Box 31
City, State, Zip: Brighton, Colorado 80601
Phone: 720.685.9785
E-mail: tristatefw@qwestoffice.net

- 12.9. 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.
- 12.10. 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.
- 12.11. Authorization: Each party represents and warrants that it has the power and ability to enter into this Agreement, to grant the rights granted herein, and to perform the duties and obligations herein described.
- 12.12. 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.

13. AMENDMENTS, CHANGE ORDERS OR EXTENSIONS:

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

14. 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:

- 14.1. 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.
- 14.2. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.

- 14.3. 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.
- 14.4. 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.
- 14.5. 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.
- 14.6. 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.
- 14.7. 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).
- 14.8. 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.

REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY

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

Adams County Manager's Office

[Signature]
Raymond H. Gonzales, County Manager

5-16-2017
Date

Tri-State Fireworks, Inc.

[Signature]
Signature

5-11-17
Date

Jose E. Diaz
Printed Name

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:

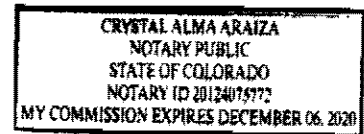
COUNTY OF Adams

STATE OF Colorado ISS.

Signed and sworn to before me this 11th day of May, 2017,

by Jose E. Diaz

Crystal Alma Araiza
Notary Public



My commission expires on: 12/06/2020

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:

Tri - State Fireworks 5-11-17
Company Name Date



Signature

Jaz Diaz
Name (Print or Type)

President
Title

Note: Registration for the E-Verify Program can be completed at:
[https://www.vis-dhs.com/employerregistration.](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 REQUEST FOR PROPOSAL
RFP-BD-2016.165**

**Fireworks Performances for Adams County Fair &
Fourth of July Event**

**All documents and Addendum related to this RFP
will be posted on the Rocky Mountain Bid System at:
<http://www.bidnetdirect.com/colorado/solicitations/open-bids>**

RFP Issuance: December 28, 2016

**Optional RFP Walkthrough: January 9, 2017
Time: 10:00 am MST**

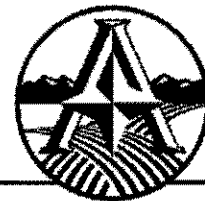
**Location: Adams County Regional Park Admin Bldg
9755 Henderson Road
Brighton, Colorado 80601**

**Written questions regarding this RFP will be accepted through
January 11, 2017**

**An Addendum to answer submitted questions will be
issued no later than January 18, 2017**

**Proposal Opening Date: January 25, 2017
Time: 3:00 pm MST**

**Location: Adams County Government Center
4430 South Adams County Parkway
4th Floor, C4000A
Brighton, CO 80601**



ADAMS COUNTY
COLORADO

GENERAL INSTRUCTIONS

1. The Adams County Board of Commissioners by and through its Purchasing Division of the Finance Department is accepting proposals for RFP-BD-2016.165 Fireworks Performances for the Adams County Fair & Fourth of July Events.
2. **All documents related to this RFP will be posted on the Rocky Mountain Bid System at: <http://www.bidnetdirect.com/colorado/solicitations/open-bids>**
 - 2.1. Interested parties must register with this service to receive these documents.
 - 2.2. This service is offered free or with an annual fee for automatic notification services.
3. Written questions may be submitted through January 11, 2017. All questions are to be submitted to Ben DeRomanis, Purchasing Agent by email at bderomanis@adcogov.org.
4. An Addendum to answer all questions will be issued no later than January 18, 2017
5. There will be a **Optional Pre-Proposal conference** on January 9, 2017 at 10:00 a.m. at the Adams County Regional Park Admin Bldg, 9755 Henderson Road, Brighton, Colorado 80601; second floor conference room. *Although optional contractors are strongly encouraged to attend.*
6. Proposals:
 - 6.1. Sealed proposals 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 3:00 p.m. on January 25, 2017.
 - 6.2. The proposal opening time shall be according to our clock.
 - 6.3. Proposals will be publicly opened and the names of the companies submitting proposals will be read aloud.
 - 6.4. Proposals may be mailed or delivered in person and **must be** in a sealed envelope clearly labeled with Company Name, **RFP-BD-2017.100** and **Fireworks Performances**.
 - 6.5. No proposals will be accepted after the time and date established above except by written addenda.
 - 6.6. One (1) signed paper original and two (3) additional paper copies of the proposal must be submitted. Cost proposals are to be submitted in a separate sealed envelope. No pricing information should be included with technical proposal.

- 6.7. The proposal must be submitted on a CD or USB drive in a single PDF file. Brochures or other supportive documents may be included with the proposal narrative.
- 6.8. The two proposal signature pages "**CONTRACTOR'S CERTIFICATION OF COMPLIANCE**" pursuant to Colorado Revised Statute (C.R.S.), § 8-17.5-101, *et. seq.*, as amended 5/13/08, and the "**PROPOSAL FORM**" acknowledging the receipt of addendum(s) must be signed and included as hard copy with the CD or USB drive. These are the **last two pages of the RFP**.
- 6.9. Proposals may not be withdrawn after date and hour set for closing. Failure to enter contract or honor the purchase order will be cause for removal of supplier's name from the Vendor's List for a period of twelve (12) months from the date of this opening.
- 6.10. In submitting the proposal, the vendor agrees that acceptance of any or all proposals by the Purchasing Manager within a reasonable time or period constitutes a contract. No delivery shall become due or be accepted unless a purchase order shall first have been issued by the Purchasing Division.
- 6.11. The County assumes no responsibility for late deliveries of mail on behalf of the United States Post Office or any other delivery system.
- 6.12. The County assumes no responsibility for a proposal being either opened early or improperly routed if the envelope is not clearly marked on the outside: **Fireworks Performances for the Adams County Fair & Fourth of July Events and RFP-BD-2016.165**.
- 6.13. In the event of a situation severe enough to cause the Adams County Board of Commissioners to close the County offices for any reason, the Purchasing Manager has the prerogative of rescheduling the proposal opening time and date. No proposal will be considered above all other proposals by having met the proposal opening time and date requirements to the exclusion of those who were unable to present their proposal due to a situation severe enough to cause the Board of Commissioners to close the County offices.
- 6.14. Proposal must be submitted in the format supplied and/or described by the County. Failure to submit in the format provided may be cause for rejection of the proposal. Proposals must be furnished exclusive of taxes.
- 6.15. No award will be made to any person, firm, or corporation, which is in arrears upon any obligation to the County.
- 6.16. If submitting a joint venture proposal or a proposal involving a partnership arrangement, articles of partnership stating each partner's responsibilities shall be furnished and submitted with the proposal.

- 6.17. The County reserves the right to waive any irregularities or informalities, and the right to accept or reject any and all proposals, including but not limited to:
 - 6.17.1. Any Proposal which does not meet bonding requirements, or,
 - 6.17.2. Proposals which do not furnish the quality, or,
 - 6.17.3. Offer the availability of materials, equipment or services as required by the specifications, description or scope of services, or,
 - 6.17.4. Proposals from offerors who lack experience or financial responsibility, or,
 - 6.17.5. Proposals which are not made to form.
- 6.18. The Board of County Commissioners may rescind the award of any proposal within one week thereof or at its next regularly scheduled meeting; whichever is later, when the public interest will be served thereby.
- 6.19. Issuance of this solicitation does not commit the County to award any Agreement or to procure or Agreement for any equipment, materials or services.
- 6.20. If a formal Agreement is required, the Contractor agrees and understands that a Notice of Award does not constitute an Agreement or create a property interest of any nature until an Agreement is signed by the Awardee and the Board of County Commissioners and/or their authorized designee.
- 6.21. Only sealed proposals received by the Purchasing Division of the Finance Department will be accepted; proposals submitted telephone, email, or facsimile machines are not acceptable.
- 6.22. 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. Adams County is an equal opportunity employer.
8. The County ensures that disadvantaged business enterprises will be afforded full opportunity to submit bids in response to all invitations and will not be discriminated against on the grounds of race, color, national origin, age, gender, or disability in consideration for an award.
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, and comprehensive automobile liability insurance policies and/or certificates of insurance shall be issued to include Adams County as an "additional insured," and shall include the following provisions:

- 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. 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.
- 10.7. Each insurance policy herein required shall be endorsed to state that coverage shall not be suspended, voided, or canceled without thirty (30) days prior written notice by certified mail, return receipt requested, to the County.
- 10.8. At any time during the term of this Agreement, the County may require the Contractor to provide proof of the insurance coverage's or policies required under this Agreement.
- 10.9. 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.
- 10.10. All referenced insurance policies and/or certificates of insurance shall be issued to include Adams County as an "additional insured." The name of the proposal or project must appear on the certificate of insurance.
- 10.11. Underwriters shall have no right of recovery or subrogation against the County; it being the intent of the parties that the insurance policies so affected shall protect both parties and be primary coverage for any and all losses covered by the described insurance.
- 10.12. The clause entitled "Other Insurance Provisions" contained in any policy including the County as an additional insured shall not apply to The County.
- 10.13. 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.
11. 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.
12. 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:

- 12.1. 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.
- 12.2. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.
- 12.3. 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.
- 12.4. 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.
- 12.5. 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.
- 12.6. 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.
- 12.7. 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).
- 12.8. 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 General Information

STATEMENT OF WORK

BACKGROUND:

The Adams County Parks & Open Space Department is in search of a qualified contractor to provide fireworks performances during the 2017 Adams County Fair and 4th of July Events. The actual event dates are Monday July 3rd, 2017 and Friday August 4th, 2017. Description of contractor deliverables and responsibilities listed below.

Description of Contractor Duties:

1. Contractor shall provide all necessary, experienced pyrotechnic personnel for the set-up, maintenance, safety measures, production, clean up of debris or unused materials, and tear down of ancillary equipment used in connection with the Display.
2. Contractor must clean up the shooting area after each fireworks display to the satisfaction of Adams County. Must remove and properly dispose of all unfired and/or unexploded material.

Contractor Required Deliverables:

1. Provide at a minimum, 25 minute (maximum of 30 minutes), continuous aerial fireworks display at the Adams County Regional Park with no delays between firing on July 3rd.
2. Music Synchronization for July 3rd – the display shall be synchronized with music provided by the vendor and determined by mutual agreement with Adams County. Music will be played via loud speaker at the viewing site
3. Provide a 10 minute (minimum/maximum), continuous aerial fireworks display at the Adams County Fair grandstands on August 4th.
4. Written and pictorial description of the proposed fireworks displays to be provided to Adams County for both displays
5. Contractor shall be required to obtain all permits, give all necessary notices, pay all license fees, and comply with all local, state and federal rules and regulations, ordinances and statutes that apply.

RFP Evaluation Criteria:

1. Contractor Experience and Qualifications
2. List of current and former clients
3. Contractor's ability with working on events of similar size and scope
4. Contractor's ability to provide equipment and supplies necessary to perform this service
5. Any accidents or violations the Contractor or individual employees have been involved in while performing fireworks display services for the past five (5) years
6. Safety policy plan
7. Cost Proposal*
8. Sponsorship Cost Proposal (OPTIONAL)*: Adams County welcomes cost proposals which include discounted pricing in exchange for a sponsorship agreement. Submission of this type of cost proposal is optional. If interested in a sponsorship agreement,

contractors must submit a Sponsorship Cost Proposal in addition to standard cost proposal.

***Cost proposals must be submitted in a separate sealed envelope(s) and electronic file(s). No pricing information should be included in technical proposals. Failure to submit separately cost proposal may deem proposals as non responsive.**

END STATEMENT OF WORK

The remainder of this page left blank intentionally

Submittal Checklist

- Response to RFP
- Vendor Information Form
- W-9
- Contractor's Certification of Compliance
- Proposal Form/Contractor's Statement
- References
- 3 paper copies (1 signed original and 2 copies)
- One CD or USB drive of submitted proposal in a single PDF document
- Cost Proposal(s) (provided in separate sealed envelope & PDF file)

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:

Company Name

Date

Name (Print or Type)

Signature

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



PROPOSAL FORM
RFP-BD-2016.165 Fireworks Performances for the
Adams County Fair & Fourth of July Events

CONTRACTOR'S STATEMENT

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

_____ \$ _____
 Written Amount Amount

WE, THE UNDERSIGNED, HEREBY ACKNOWLEDGE RECEIPT OF

Addenda # _____ Addenda # _____
 If None, Please write NONE.

_____	_____
Company Name	Date
_____	_____
Address	Signature
_____	_____
City, State, Zip Code	Printed Name
_____	_____
County	Title
_____	_____
Telephone	Fax
_____	_____
Email Address	_____

SAMPLE OF PURCHASE OF SERVICE AGREEMENT

THIS AGREEMENT ("Agreement") is made this ____ day of _____ 2016, 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 Winner123, located at Address123, hereinafter referred to as the "Contractor." The County and the Contractor may be collectively referred to herein as the "Parties".

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

1. SERVICES OF THE CONTRACTOR:

- 1.1. All work shall be in accordance with the attached RFP xxxxx and the Contractor's response to the RFP xxxxx 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 be for one-year from the date of this Agreement.
- 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:

- 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. TERMINATION:

9.1. **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.

9.2. **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.

10. MUTUAL UNDERSTANDINGS:

- 10.1. **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.
- 10.2. **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).
- 10.3. **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.
- 10.4. **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.
- 10.5. **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.
- 10.6. **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.
- 10.7. **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.
- 10.8. **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 email was received. For the purposes of this Agreement, any and all notices shall be addressed to the contacts listed below:

Department: Adams County (department name)
Contact:
Address:
City, State, Zip:
Phone:
Email:

Department: Adams County Purchasing
Contact:
Address: 4430 South Adams County Parkway
City, State, Zip: Brighton, Colorado 80601
Phone:
Email:

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

Contractor: Winner123
Contact:
Address:
City, State, Zip:
Phone:
Email:

10.9. 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.

10.10. 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.

10.11. 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. CHANGE ORDERS OR EXTENSIONS:

11.1. 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.

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

12. 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:

- 12.1. 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.
- 12.2. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.
- 12.3. 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.
- 12.4. 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.
- 12.5. 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.
- 12.6. 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.
- 12.7. 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).
- 12.8. 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.

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

Board of County Commissioners

Chairperson Date

Winner123

Signature Date

Printed Name Title

Attest:

Stan Martin, Clerk and Recorder

Deputy Clerk

Approved as to Form: _____
Adams County Attorney's Office

NOTARIZATION OF CONTRACTOR'S SIGNATURE:

COUNTY OF _____)

STATE OF _____)SS.

Signed and sworn to before me this ____ day of _____, 2016,

by _____,

Notary Public

My commission expires on: _____

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:

Company Name

Date

Signature

Name (Print or Type)

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 REQUEST FOR PROPOSAL
RFP-BD-2017.100 Addendum One**

**Fireworks Performances for Adams County Fair &
Fourth of July Event**

**All documents and Addendum related to this RFP
will be posted on the Rocky Mountain Bid System at:
<http://www.bidnetdirect.com/colorado/solicitations/open-bids>**

RFP Issuance: December 28, 2016

Optional RFP Walkthrough: January 9, 2017

Time: 10:00 am MST

**Location: Adams County Regional Park Admin Bldg
9755 Henderson Road
Brighton, Colorado 80601**

**Written questions regarding this RFP will be accepted through
January 11, 2017**

**An Addendum to answer submitted questions will be
issued no later than January 18, 2017**

Proposal Opening Date: January 25, 2017

Time: 3:00 pm MST

**Location: Adams County Government Center
4430 South Adams County Parkway
4th Floor, C4000A
Brighton, CO 80601**



ADAMS COUNTY
COLORADO

RFP-BD-2017.100
ADDENDUM ONE

BACKGROUND:

The purpose of this Addendum One to Adams County RFP-BD-2017.100 for Fireworks Performances for the Adams County Fair and 4th of July events is to answer any contractor questions or concerns arising from the online question submittal period as well as the recommended pre-proposal walkthrough that took place on Monday January 9, 2017. As a result of the walkthrough and question submittal period, the statement of work regarding this RFP will be updated per the details below. Please be sure to acknowledge this Addendum One on the applicable Contractor Proposal Form with your proposal submission. Failure to acknowledge addendums may deem proposals as non-responsive.

RFP number on front page of original posted document also updated to RFP-BD-2017.100 to reflect what is posted on the Rocky Mountain ePurchasing System (www.bidnetdirect.com). Sealed proposals shall be marked with RFP-BD-2017.100.

UPDATES TO STATEMENT OF WORK:

Contractor Required Deliverables:

- The required show length for each of the two fireworks shall be reduced to the following times:
 - Adams County Fair-(August 4, 2017): 8-10 minutes
 - Fourth of July Event-(July 3, 2017): 18-20 minutes
- Performances can include continuous aerial and ground display fireworks
- The shell sizes for each event will be as follows:
 - Adams County Fair – 5” Shells
 - Fourth of July (7/3) – 6” Shells
- An overhead map of the Regional Park and Launch area has been provided (*Exhibit A*)

Budget Information:

The maximum budget for each of these performances will be as follows:

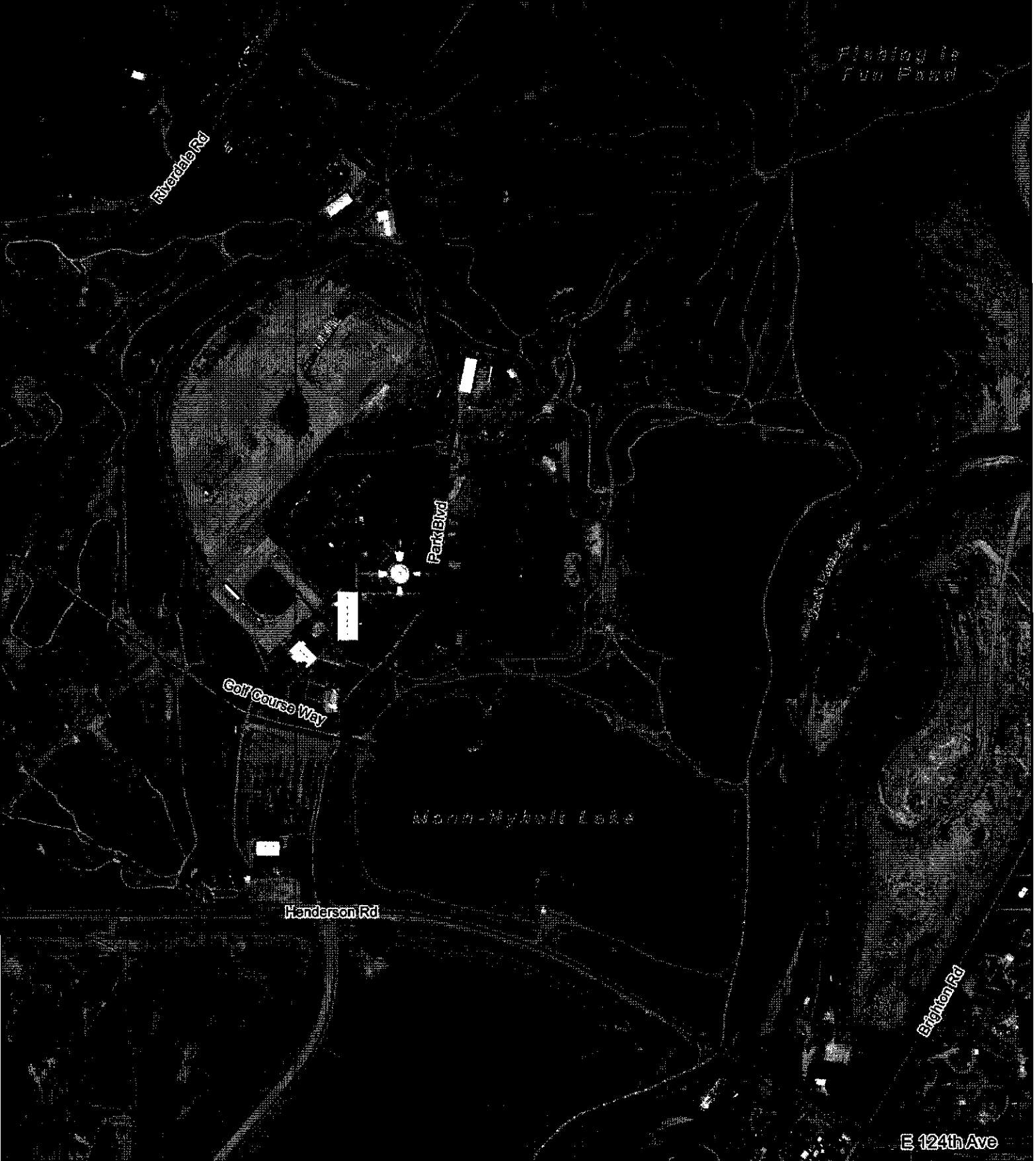
- Adams County Fair: \$5,000.00
- Fourth of July (7/3): \$40,000.00

RFP Evaluation Criteria:

If possible, Contractors are encouraged to provide visual aids (video/photos) that may help the RFP evaluation committee better assess submitted proposal (*Not required*).

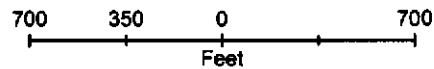
END ADDENDUM ONE

Adams County Regional Park Map



Disclaimer:
 Although every reasonable effort has been made to ensure the accuracy of the information provided on this map, Adams County cannot be responsible for consequences resulting from omissions or errors in the information and graphic representations made herein. Users should consult with the Adams County Business Solutions Group to ascertain whether any modifications have been made since the publication of this material.

Map Prepared: 1/18/2017
 Adams County Business Solutions Group
 4430 South Adams County Parkway, 1st Floor
 Brighton, CO 80601
 Tel: 720.523.6600
www.adcgov.org/gis



*If you can imagine it,
we can make it happen!*

Tri-State Fireworks, Inc.

P.O. Box 81 • Brighton, CO 80601

PHONE: (720) 685-9785

FAX: (720) 685-3173

E-MAIL: tristatefw@qwestoffice.net

EVALUATION CRITERIA 1: Contractor experience and qualification

A: Tri-State Fireworks is a family owned and operated full service pyrotechnics company providing outdoor and indoor pyrotechnics in a wide variety of venues. The company was founded by owners Joe Diaz and Sharon Dermody with the goal of providing the safest, highest quality, most artistic and enjoyable fireworks displays for their customers' important events.

Tri-State Fireworks is fortunate to have many experienced, licensed pyrotechnicians that have worked for the company for several years. Tri-State Fireworks will not use pyrotechnicians (even if state licensed and experienced with other companies) that we have not worked with, that we have not trained, and that have not apprenticed with an experienced Tri-State pyrotechnician on several displays before becoming a lead shooter. The lead technician for the Adams County's Fireworks Displays will come from a group of our most experienced.

Our customer guarantee

- Each show is custom designed so your visitors will see a spectacle they will not see anywhere else.
- We offer our customers the newest in display and proximate fireworks.
- Our customers will get the most for their event dollars.
- Our customers can be assured of the most reliable electronic system on the market...from multi site wireless needs to full choreographed and/or traditional electronic systems.

EVALUATION CRITERIA 2: List of current and former clients

A: See attached list of references

EVALUATION CRITERIA 3: Contractor's ability with working on events of similar size and scope

A: The attached list of references reflect programs of similar size and scope

EVALUATION CRITERIA 4: Contractor's ability to provide equipment and supplies necessary to perform this service

A: Tri-State Fireworks is the largest Colorado based fireworks company shooting hundreds of fireworks displays each year. Each display that Tri-State Fireworks

contracts is given the highest priority because we do not overbook or contract for a display just to increase our bookings and then scramble to find technicians, crew, or marginal equipment. In addition, because we are locally owned and operated, the owners of the company personally work on all aspects of each display to ensure that each of our displays will fire perfectly. Should Tri-State be selected to provide Adams County with their fireworks, you can be assured that the displays will receive the highest priority and that we are dedicated to providing you the safest, highest quality and most enjoyable fireworks display.

EVALUATION CRITERIA 5: Any Accidents or violations the Contractor or individual employees have been involved in while performing fireworks display services for the past five (5) years

A: Tri-State Fireworks has an unblemished safety/incident record for the past 25 years of shooting display and proximate fireworks and we have never had a claim against our insurance.

EVALUATION CRITERIA 6: Safety Policy Plan

A: Safety is the primary concern at all times. Tri-State Fireworks has two in-house safety instructors certified through the PGI (Pyrotechnic Guild International), recognized as the national standard for display operators training and safety. We follow the course study and field training as recommended. Tri-State follows all guidelines set forth in NFPA 1123.

Safe setup and firing of the display includes inspection of the racks holding the mortars to ensure they are properly setup and stabilized, safe handling of the product by the crew, correct load-in procedures of the product into the mortars, correct connection of the e-matches to the field modules, cable runs between the field modules and the firing panel, protection of the display from weather prior to the display, maintaining a safety perimeter and fire watch during the display, and operation of the firing panel. Post-firing, the safe evaluation of the mortars involves maintaining control of the display site until mortars can be inspected.

TRAINING: The lead pyrotechnician must be licensed in the State of Colorado as a Display Operator which requires a minimum of 3 years of experience crewing on displays and serving as lead pyrotechnician on a display under the supervision of an experienced pyrotechnician. The licensing requirements also require a thorough knowledge and understanding of NFPA 1123, Code for Fireworks Display, which Tri-State Fireworks meets or exceeds for all of their outdoor displays. Tri-State Fireworks requires lead pyrotechnicians to be familiar with the Safety Guidelines of the company and to receive intensive "hands-on" training.

EVALUATION CRITERIA 7: Cost Proposal

A: See Enclosed "Cost Proposal"

EVALUATION CRITERIA 8: Sponsorship Cost Proposal

A: See Enclosed "Sponsorship Cost Proposal"

REFERENCES

City of Northglenn:
Steve Stokes

Location: Webster Lake
Event: Independence Day Celebration
11701 Community Center Dr
Northglenn, CO 80233
(303) 450-8935

City of Glendale:
Linda Cassady

Location: Creekside Park - Glendale, CO
Event: Independence Day Celebration
950 S. Birch Street
Glendale, CO 80246
(720) 323-6784

Colorado National Golf Club:
Matt Shaik

Location: Vista Ridge Golf Course
Event: Independence Day Celebration
2700 Vista Parkway
Erie, CO 80516
(303) 665-9590

City of Broomfield:
Matthew Gulley

Location: 130th & Sheridan
Event: Independence Day Celebration
280 Lamar
Broomfield, CO 80020
(303) 464-5500

Cherry Creek Country Club:
Karen Hart

Location: Cherry Creek Golf Club
Event: Labor Day Celebration
2405 S. Yosemite St
Denver, CO 80231
(303) 308-8822

additional references available upon request

Permits

Tri-State Fireworks is a full service pyrotechnic company holding all of the required federal explosive and transportation permits as well as Colorado transportation, Wholesale, Display Retail and pyrotechnic/display operator licenses. We will communicate with the local fire authority and provide all required information to receive fire department authorization.

General Liability/Auto

Producer:	Ryder- Rosacker -McCue & Huston 509 W. Koenig St Grand Island, NE 68801 800-658-4200
General Liability	1,000,000/2,000,000 liability/Aggregate
Excess Liability	4,000,000
Business Auto:	1,000,000
Excess Liability	4,000,000 <i>Meets DOT and Colorado PUC requirements for hazmat</i>

Workers Compensation

Producer:	Pinnacol Assurance 7501 E Lowry Blvd Denver, CO 80230-7006 303-361-4222
Coverage:	500,000 Bodily injury by accident each event

Tri-State Fireworks, Inc.



7

TO: Adams County Fair
ATTN: Purchasing
EVENT: Independence Day Celebration
DATE: July 3, 2017

Itemized Product Listing

*** MAIN BODY **

THREE-INCH SHELLS (850)

Selected from:

Titanium Salute w/tail	Green & Red Glitter
Tiger Tail Comets - (R,B,P,W,G,Gld)	Glittering Silver to Purple Chrysanthemum
Mines - (R,B,G,P,Sil,Gld,Gld x-ette)	Golden Wave to Red Chrysanthemum
Assorted Color Peony	Green to Crackling
Glittering Silver to Yellow Chrysanthemum	Blue to Crackling
Red Glitter	Red to Crackling
Blue Ring	Golden Wave to Blue Chrysanthemum
Red Ring	Golden Wave to Green Chrysanthemum
Green Ring	Glittering Silver to Variegated
Purple Ring	Chrysanthemum (R,B,G,Y,P)
Green Falling Leaves	Green & Silver Glitter
Red Falling Leaves	Gold TT w/Dragon Eggs
Charcoal Willow	Silver Sunny Silver Silk Fish
Gold Strobe Willow w/Red Dahlia	Double Silver Crackling
Brocade to Dark Pink w/Gold Tail	Green Glitter
Half Red & Half Blue Chrysanthemum	Red Gamboge to Red Chrysanthemum
Brocade Silver to Green Strobe	Glittering Silver to Blue Chrysanthemum
Sparkling Golden & Silver Light	Golden Wave to Purple Chrysanthemum
Blue Ring w/Palm Pistil	Green & Purple Peony
Gold Glittering to Red	Willow w/Green Leaves Rising w/Rising
Blue Brocade w/ Crackling	Green Strobe
Red Gamboge to Blue Chrysanthemum	Red Strobe
Glittering Silver to Green Chrysanthemum	White Strobe w/Green Go Getter

Red Strobe w/Green Go-Getter
 Gold Strobe w/Blue
Three-Inch Continued
 Sea Blue to Pink
 Sea Blue Flashing
 Half Orange & Half Grass Green
 Red Wave
 Silver Wave
 Blue Wave
 Red Coconut Tree
 Green To Time Rain Chrys
 Brocade Waterfall
 Brocade Flower Crown
 Purple Dahlia
 Green to Silver Crack Stars
 Yellow to Brocade Crown

Golden Strobe w/Green Pist
 Aqua Strobe
 Lemon Strobe
 Red Gamboge Crown
 Red Gamboge to Variegated
 Half Purple Half White
 Golden Palm Tree
 Silver Palm Tree
 Time Rain Coconut Tree
 Blue Time Rain Chrys
 Silver Wave to Blue
 Dragon Eggs
 Red & Green Peony

And Others...

FOUR-INCH SHELLS (250)

Selected from:

Red Moving Stars
 Yellow Moving Stars
 Green Moving Stars
 Purple Moving Stars
 Half Red & Blue
 Half Green & Purple
 Multi Color
 Dragon Eggs
 Red w/Crackling
 Green w/Crackling
 Silver w/Crackling
 Charcoal Willow
 Green to Purple
 Blue to Red
 Yellow to Purple
 Golden to Blue
 Silver to Blue
 Green to Crackling
 Blue to Crackling
 Purple to Crackling
 Red to Crackling
 Multi Color to Crackling
 Green Strobe to Green
 Red, White & Blue
 Red & Yellow
 White Strobe
 Red to Purple Crackling
 Red Flashing
 Glittering Silver
 Variegated Glittering
 Blue Peony w/Red Comet
 Brocade Crown Silver Flashing Ring
 Green to Purple Ring w/Crackling Pistil

Golden to Crackling Ring w/Pistil
 Two Crackling Silver Sparkling Rain
 Silver Chrysanthemum w/Clustering Strobe
 Silver Sparkling Rain
 Strobe Falling Leaves
 Green Falling Leaves
 Red Falling Leaves
 Purple Falling Leaves
 Green Silver Sparkling Rain Cr Pistil
 Multicolor Silver Spark Rain
 Color Peony w/Crackling Rain Pistil
 Five Time Flower
 Red & Green Bess
 Silver Bees
 Mix Y & P Chrysanthemum w/Whistles
 Red & Silver Peony w/Reports
 Time Rain to Blue Coco
 Octopus
 Twice Presented Flowers
 Strobe Palm Tree
 Crossette Strobe
 White Shining Ray
 Multi Color Crisscross
 Stained Glass
 Haga Color Peony w/Crack
 Haga Multi-color Silver Sparkling Rain
 Haga Green strobe Falling Leaves
 Silver Chrysanthemum Cluster Star Pistil
 Sparkling Rain w/Red Pistil
 Green Iron Tree
 Three Ring Chrysanthemums
 Double Annulus Chrysanthemum

Four-Inch Continued

Canister -Silver Dragon Red X-ette
 Canister- Silver Dragon Red & Blue Strobe
 Canister- Silver Whistling
 Canister w/Multi Color Pistil
 Aqua Peony
 Lime Green Peony

Magenta Peony
 New Color Crossette
 Smiley Face
 Double Heart Pattern
 White Strobe w/Red X-ette

And Others...

FIVE-INCH SHELLS (100)**Selected from:**

5 Point Blue Star in Red Ring
 Crackling Willow Flower
 Green Strobe Willow
 Gold Strobe Willow
 Silver Fish
 Straw Hat Blue & White
 Glittering Crossette
 Blue Gold Annulus
 Flower Crown
 Gold Horsetail
 Red Peony
 Pure Blue Peony
 White Peony
 Half Red & Half Blue w/White Strobe Pistil
 Golden Bow Tie w/Blue Ring
 Gold Strobe Chrysanthemum w/ Coco Tree Pistil
 Red Peony w/ Big Silver Spark Rain Crack Pistil
 Big Silver Sparkling Rain w/ Blue Pistil
 Purple Annulus Chrysanthemum
 Blue Ring to glittering Crossette Ring
 Multicolor Crisscross R G B P Y
 Gold Willow Charcoal
 Purple to Green to Crackling
 Purple w/ Coconut Tree
 Blue w/ Multicolored Flowers
 Red to Silver w/Blue to Red Pistil
 Red to Yellow to Silver w/ Green
 Yellow to Blue & Crackling Stars
 Brocade Crown w/ Strobe
 Silver w/ Red & Blue Pistil
 Yellow to Blue w/Red Pistil
 Green to Yellow w/ Red Pistil
 Silver to Blue w/ Coconut Tree
 Blue to Red w/ Silver Pistil
 Blue to Yellow w/ Green Pistil
 Glittering Red to Crackling
 White Strobe Peony w/ Red Pistil

Crossette Strobe
 Color Changing Yellow to Purple
 Blue Star
 Silver Wave to Blue to Red to Silver
 Saturn Ring
 Green Dahlia w Gold Strobe Pistil
 Color Peony w/Crackling Rain Pistil
 Multi Color Silver Sparkling Rain Crackling Pistil
 Silver Chrysanthemum w/White Cluster Star Pistil
 Big Silver Sparkling Rain w/Red Pistil
 Octopus
 Crossette Cosmic
 White Star
 Rainbow
 5 Point Star
 Double Heart
 Color Changing Crossette Blue to Red
 Silver Ring to Silver Crossette Ring
 Pink Peony
 Red Go Getters
 Green Go Getters
 Stained Glass
 Multi Color Plume
 Crystal Cascade
 Ring w/Crackling Pistil
 Gold Strobe Willow
 Multi-Color Falling Leaves
 Yellow to Red to Blue
 Red to Yellow w/Blue
 Green to Red to Silver w/Purple
 Kaleidoscope
 Smile Face
 "U" "S" "A" Shells
 Pattern Shells
 3 Cross Rings RWB

And Others...

SIX-INCH SHELLS (70)**Selected from:**

Flower Crown
 Kaleidoscope
 Red Peony
 Green Peony
 Yellow Peony
 Blue Peony
 Purple Peony
 White Peony
 Multi Color R B G P Y -5 colors
 Multicolor Silver Sparkling Rain Crackling Pistil
 Green Silver Sparkling Rain Crackling Pistil
 Purple Ring to Yellow
 Crosselette Ring w/Green Strobe
 Super Crown
 Gold Strobe Willow
 Glittering Crosselette
 Gold Horsetail
 Half Red & Half Blue w/White Strobe Pistil
 Blue to Red W/White Strobe Pistil
 Silver Chrysanthemum
 White Clustering Star Pistil
 Blue Annulus Chrysanthemum
 Crackling Willow Flower
 Strobe Palm Tree w/Double Tail
 Purple Go Getters
 Twilight Glitter
 Multi-color Plume
 White Strobe Willow
 Ring w/Strobe Pistil Stained Glass
 Color Multi Peony
 Double Annulus Chrysanthemum
 Green Strobe Willow
 Octopus

Color Changing Crosselette Blue to Red
 Multicolor Go Getters
 Brocade Crown w/ Salute
 Half Red, Half Blue Chrysanthemum
 Half Red, Half Green Chrysanthemum
 Multi Color Silver Sparkling Rain Crack Pistil
 Gold Glitter to Purple
 Multi-color Falling Leaves
 Chinese Rain Storm
 Red Chrysanthemum to Thous of Silver Rings
 Silver Whirl W/Purple Ring
 Green to Purple Peony
 Brocade Crown with Red Falling Leaves
 Straw Hat
 Red, White, & Blue mixed stars
 Twice Blooming Peony
 Sunflower
 Blooming Purple Orchid
 Octopus Pattern
 Golden to Purple Bow Tie
 Yellow Dahlia
 Green dahlia
 Purple Dahlia
 Red Dahlia
 Silver Strobe Horsetail
 Red & White Wind-bells
 Brocade to Red
 Brocade to Purple
 Star RWB Shells
 Jellyfish Pattern

And Others...

Grand Aerial Finale (796)

3-INCH FINALE SHELLS (180)

100 – Red White & Blue Shells
 60 – Gold Brocade
 20 – Titanium Salutes (loud)

4-INCH FINALE SHELLS (50)

30 – Red White & Blue Shells
 20 – Gold Brocade

5-INCH FINALE SHELLS (10)

10 – Gold Brocade

LARGE BARRAGE FINALE (278)

Shot Quick Salute Barrage (98 shots)
 RWB Aerial Barrage (180)

***Multi Shot Display Boxes (6,178 Shots) ***

3 - 100 Shot "Z" Red/White/Blue/Salute
 3 - 100 Shot "Z" Green Tail Silver Whirlwind to Red Strobe
 3 - 364 Shot "Z" Lemon & Purple Crossette
 3 - 150 Shot Silver Whistling Dragon
 3 - 300 Shot Fan Shape Red Crossette Silver Crossette Red Crossette
 2 - 300 Shot "Double Z" Green Crossette
 2 - 500 Shot "Double Z & I" Strange Color Blooming
 2 - 100 Shot Fan Red Comet to Horsetail
 2 - 300 Shot "Double Z" Red Sun
 2 - 300 Shot "X" Colorful Whistle
 2 - 108 Shot "W" Blue And Gold Horsetail
 2 - 180 Shot "V" Brocade Crown to Blue
 2 - 80 Shot Fan Golden Crossette

Specialty Effects

30 Sec Red Strobes Pots

30 Sec White Strobes Pots

Tri-State reserves the right to substitute product of equal or greater value

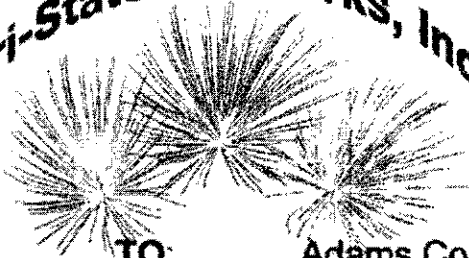
Miscellaneous

- **Choreographed To Music**
- General & Auto Liability Insurance
- Workers Compensation Insurance
- Electronically Fired
- Equipment & Personal

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Tri-State Fireworks, Inc.



TO: Adams County
ATTN: Purchasing
EVENT: Adams County Fair
DATE: August 4, 2017

ITEMIZED PRODUCT LISTING

***** MAIN BODY ****

THREE-INCH SHELLS (250)

Selected from:

Titanium Salute w/tail
 Tiger Tail Comets - (R,B,P,W,G,Gld)
 Mines - (R,B,G,P,Sil,Gld,Gld x-ette)
 Assorted Color Peony
 Glittering Silver to Yellow Chrysanthemum
 Red Glitter
 Blue Ring
 Red Ring
 Green Ring
 Purple Ring
 Green Falling Leaves
 Red Falling Leaves
 Charcoal Willow
 Gold Strobe Willow w/Red Dahlia
 Brocade to Dark Pink w/Gold Tail
 Half Red & Half Blue Chrysanthemum
 Brocade Silver to Green Strobe
 Sparkling Golden & Silver Light
 Blue Ring w/Palm Pistil
 Gold Glittering to Red
 Blue Brocade w/ Crackling
 Red Gamboge to Blue Chrysanthemum
 Glittering Silver to Green Chrysanthemum
 Green & Red Glitter
 Glittering Silver to Purple Chrysanthemum
 Golden Wave to Red Chrysanthemum
 Sea Blue to Pink
 Sea Blue Flashing
 Half Orange & Half Grass Green
 Red Wave

Green to Crackling
 Blue to Crackling
 Red to Crackling
 Golden Wave to Blue Chrysanthemum
 Golden Wave to Green Chrysanthemum
 Glittering Silver to Variegated
 Chrysanthemum (R,B,G,Y,P)
 Green & Silver Glitter
 Gold TT w/Dragon Eggs
 Silver Sunny Silver Silk Fish
 Double Silver Crackling
 Green Glitter
 Red Gamboge to Red Chrysanthemum
 Glittering Silver to Blue Chrysanthemum
 Golden Wave to Purple Chrysanthemum
 Green & Purple Peony
 Willow w/Green Leaves Rising w/Rising
 Green Strobe
 Red Strobe
 White Strobe w/Green Go Getter
 Red Strobe w/Green Go-Getter
 Gold Strobe w/Blue
Three-Inch Continued
 Golden Strobe w/Green Pist
 Aqua Strobe
 Lemon Strobe
 Silver Wave
 Blue Wave
 Red Coconut Tree
 Green To Time Rain Chrys

THREE-INCH CONTINUED

Brocade Waterfall
 Brocade Flower Crown
 Purple Dahlia
 Green to Silver Crack Stars
 Yellow to Brocade Crown
 Red Gamboge Crown
 Red Gamboge to Variegated
 Half Purple Half White

Golden Palm Tree
 Silver Palm Tree
 Time Rain Coconut Tree
 Blue Time Rain Chrys
 Silver Wave to Blue
 Dragon Eggs
 Red & Green Peony

And Others...

FOUR-INCH SHELLS (55)**Selected from:**

Red Moving Stars
 Yellow Moving Stars
 Green Moving Stars
 Purple Moving Stars
 Half Red & Blue
 Half Green & Purple
 Multi Color
 Dragon Eggs
 Red w/Crackling
 Green w/Crackling
 Silver w/Crackling
 Charcoal Willow
 Green to Purple
 Blue to Red
 Yellow to Purple
 Golden to Blue
 Silver to Blue
 Green to Crackling
 Blue to Crackling
 Purple to Crackling
 Red to Crackling
 Multi Color to Crackling
 Green Strobe to Green
 Red, White & Blue
 Red & Yellow
 White Strobe
 Red to Purple Crackling
 Red Flashing
 Glittering Silver
 Variegated Glittering
 Blue Peony w/Red Comet
 Brocade Crown Silver Flashing Ring
 Green to Purple Ring w/Crackling Pistil
 Canister -Silver Dragon Red X-ette
 Canister- Silver Dragon Red & Blue Strobe
 Canister- Silver Whistling
 Canister w/Multi Color Pistil
 Aqua Peony
 Lime Green Peony

Golden to Crackling Ring w/Pistil
 Two Crackling Silver Sparkling Rain
 Silver Chrysanthemum w/Clustering Strobe
 Silver Sparkling Rain
 Strobe Falling Leaves
 Green Falling Leaves
 Red Falling Leaves
 Purple Falling Leaves
 Green Silver Sparkling Rain Cr Pistil
 Multicolor Silver Spark Rain
 Color Peony w/Crackling Rain Pistil
 Five Time Flower
 Red & Green Bees
 Silver Bees
 Mix Y & P Chrysanthemum w/Whistles
 Red & Silver Peony w/Reports
 Time Rain to Blue Coco
 Octopus
 Twice Presented Flowers
 Strobe Palm Tree
 Crossette Strobe
 White Shining Ray
 Multi Color Crisscross
 Stained Glass
 Haga Color Peony w/Crack
 Haga Multi-color Silver Sparkling Rain
 Haga Green strobe Falling Leaves
 Silver Chrysanthemum Cluster Star Pistil
 Sparkling Rain w/Red Pistil
 Green Iron Tree
 Three Ring Chrysanthemums
 Double Annulus Chrysanthemum
 White Strobe w/Red X-ette
 Magenta Peony
 New Color Crossette
 Smiley Face
 Double Heart Pattern

And Others...

FIVE-INCH SHELLS (35)**Selected from:**

5 Point Blue Star in Red Ring
 Crackling Willow Flower
 Green Strobe Willow
 Gold Strobe Willow
 Silver Fish
 Straw Hat Blue & White
 Glittering Crossette
 Blue Gold Annulus
 Flower Crown
 Gold Horsetail
 Red Peony
 Pure Blue Peony
 White Peony
 Half Red & Half Blue w/White Strobe Pistil
 Golden Bow Tie w/Blue Ring
 Gold Strobe Chrysanthemum w/ Coco Tree Pistil
 Red Peony w/ Big Silver Spark Rain Crack Pistil
 Big Silver Sparkling Rain w/ Blue Pistil
 Purple Annulus Chrysanthemum
 Blue Ring to glittering Crossette Ring
 Multicolor Crisscross R G B P Y
 Gold Willow Charcoal
 Purple to Green to Crackling
 Purple w/ Coconut Tree
 Blue w/ Multicolored Flowers
 Red to Silver w/Blue to Red Pistil
 Red to Yellow to Silver w/ Green
 Yellow to Blue & Crackling Stars
 Brocade Crown w/ Strobe
 Silver w/ Red & Blue Pistil
 Yellow to Blue w/Red Pistil
 Green to Yellow w/ Red Pistil
 Silver to Blue w/ Coconut Tree
 Blue to Red w/ Silver Pistil
 Blue to Yellow w/ Green Pistil
 Glittering Red to Crackling
 White Strobe Peony w/ Red Pistil
 Crossette Strobe
 Color Changing Yellow to Purple
 Blue Star
 Silver Wave to Blue to Red to Silver
 Saturn Ring
 Green Dahlia w Gold Strobe Pistil
 Color Peony w/Crackling Rain Pistil
 Multi Color Silver Sparkling Rain Crackling Pistil
 Silver Chrysanthemum w/White Cluster Star Pistil
 Big Silver Sparkling Rain w/Red Pistil
 Octopus
 Crossette Cosmic
 White Star
 Rainbow
 5 Point Star
 Double Heart
 Color Changing Crossette Blue to Red
 Silver Ring to Silver Crossette Ring
 Pink Peony
 Red Go Getters
 Green Go Getters
 Stained Glass
 Multi Color Plume
 Crystal Cascade
 Ring w/Crackling Pistil
 Gold Strobe Willow
 Multi-Color Falling Leaves
 Yellow to Red to Blue
 Red to Yellow w/Blue
 Green to Red to Silver w/Purple
 Kaleidoscope
 Smile Face
 "U" "S" "A" Shells
 Pattern Shells
 3 Cross Rings RWB
And Others...

*****Grand Aerial Finale (135)*****

3-INCH FINALE SHELLS (100)

90 – Assorted Shells - Red , Blue, Green, Yellow, Purple
 10 – Titanium Salutes (loud)

4-INCH FINALE SHELLS (35)

35 – Assorted Shells - Red , Blue, Green, Yellow, Purple

*****Multi Shot Display Boxes (730 Shots) *****

- 2 - 100 Shot New Color Crossette
- 2 - 50 Shot Vertical Red Strobe Willow
- 1 - 100 Shot Brocade Crown and Blue Scatter
- 1 - 250 Shot " W" Purple Star Time Rain w/Green Crossette
- 1 - 80 Shot Fan Golden Crossette

Tri-State reserves the right to substitute product of equal or greater value

*****Miscellaneous*****

- Choreographed Display
- General & Auto Liability Insurance
- Workers Compensation Insurance
- Electronically Fired
- Equipment & Personal



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.

Benjamin DeRomanis

Employee Name

Purchasing Agent/Finance Department

Department/Elected Office

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

Tri-State Fireworks, 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*):

Tri-State Fireworks, Inc.

Company Name

P.O. Box 31

Address

Brighton

City

CO

State

720-685-9785

Phone Number

Address 2

Adams

County

80601

Zip Code

720-685-3173

Fax Number

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

Same

Address

Address 2

City

County

State

Zip Code

Phone Number

Fax Number

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

720-685-9785

Phone Number

720-685-3173

Fax Number

Company Information

tri-statefireworks.com

Web Address

tristatefw@qwestoffice.net

Company Email Address

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

tristatefw@qwestoffice.net

Company Email Address

Contact Information

Sharon Dermody

Contact Name

Vice President

Position/Title

720-685-9785 - Office 303-912-1877 - Cell

Contact Phone Number

720-685-3173

Contact Fax Number

tristatefw@qwestoffice.net

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!

Request for Taxpayer Identification Number and Certification

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

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Tri-State Fireworks, 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: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> 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. <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)
	5 Address (number, street, and apt. or suite no.) P.O. Box 31	Requester's name and address (optional)
6 City, state, and ZIP code Brighton, CO 80501		
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the 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.

Social security number

--			--								

OR

Employer identification number

8	4	-	1	3	2	4	6	9	6
---	---	---	---	---	---	---	---	---	---

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.

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 ▶ *Sharon K. DeMotte* Date ▶ 1/1/14

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/w9.

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.

CONTRACTOR'S CERTIFICATION OF COMPLIANCE

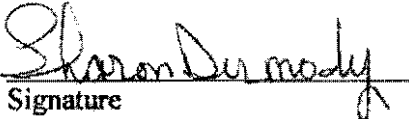
Pursuant to Colorado Revised Statute, § 8-17.5-101, *et seq.*, as amended 5/13/08, as a prerequisite to entering into a contract for services with Adams County, Colorado, the undersigned Contractor hereby certifies that at the time of this certification, Contractor does not knowingly employ or contract 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:

Tri-State Fireworks, Inc.
Company Name

1/18/17
Date

Sharon Dermody
Name (Print or Type)


Signature

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



RFP-BD-2017.100

PROPOSAL FORM
RFP-BD-2016.165 Fireworks Performances for the
Adams County Fair & Fourth of July Events

CONTRACTOR'S STATEMENT

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

July 3, 2017 - Forty Thousand Dollars	40,000.00
August 4, 2017 - Five Thousand Dollars	\$ 5,000.00
<u>Written Amount</u>	<u>Amount</u>

WE, THE UNDERSIGNED, HEREBY ACKNOWLEDGE RECEIPT OF

BD-2017.100 Addendum one

Addenda # _____ Addenda # _____

If None, Please write NONE.

Tri-State Fireworks, Inc.	1/23/17
Company Name	Date
P.O. Box 31	<i>Sharon K Dermody</i>
Address	Signature
Brighton, CO 80601	Sharon Dermody
City, State, Zip Code	Printed Name
Adams	Vice President
County	Title
720-685-9785	720-685-3173
Telephone	Fax
tristatefw@gwestoffice.net	
Email Address	



Sponsorship Cost Proposal

Since our inception, Tri-State Fireworks has proudly called Adams County home. Through the years, Adams County and Tri-State have enjoyed a persistent special relationship. The County has not always had a budget allowing for a fireworks display at the Adams County Fair. We are proud to say that when there was no budget or a minimal budget for fireworks, Tri-State provided the Fair a display gratis or at a heavily discounted rate. The Fair Board has recognized Tri-State's dedication and support of the Fair by presenting us with the Outstanding Sponsor Award, an honor that has touched our hearts. Tri-State does not view ourselves as simply sponsors of the Fair, but more importantly as friends of the Fair and the County.

Since our roots are based in Adams County we hope to continue working in unison to create the best Fair experience possible. In the past, Adams County and the Fair Board have provided Tri-State with a sponsorship package consisting of tickets which are dispensed to our help. Again this year, Tri-State is offering sponsorship - an additional \$3,000.00 value at this year's Fair. The additional value means that the Adams County Fair would receive a display valued at \$8,000.00 for only \$5,000.00. We here at Tri-State Fireworks take much pride in calling Adams County home, we enjoy providing entertainment to the residents of our community and hope to continue the rich tradition and friendship that we have acquired over the years of working with Adams County and the Fair Board.