ADAMS COUNTY PROFESSIONAL SERVICE AGREEMENT FOR STORMWATER INVOICE PRINTING AND MAILING SERVICES

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

1. SERVICES OF THE CONTRACTOR:

- 1.1. All work shall be in accordance with the attached IFB-2018.035 and the Contractor's response to the IFB-2018.035 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. <u>Emergency Services</u>: 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. <u>RESPONSIBILITIES OF THE COUNTY:</u> The County shall provide information as necessary or requested by the Contractor to enable the Contractor's performance under this Agreement.

3. <u>TERM:</u>

- 3.1. <u>Term of Agreement:</u> The Term of this Agreement shall be for one-year from the date first written above.
- 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.
- 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 thirty-one thousand, five hundred sixty dollars and zero cents (\$31,560.00).

- 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. <u>INSURANCE:</u> The Contractor agrees to maintain insurance of the following types and amounts:
 - 8.1. <u>Commercial General Liability Insurance:</u> 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. <u>Comprehensive Automobile Liability Insurance:</u> 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. <u>Professional Liability Insurance</u>: 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.
- assumed by and at the sole risk of the Contractor.
 - 8.6. <u>Licensed Insurers: All insurers of the Contractor must be licensed or approved</u> 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. <u>Proof of Insurance:</u> 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. <u>Jurisdiction and Venue:</u> 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. <u>Assignability:</u> Neither this Agreement, nor any rights hereunder, in whole or in a 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 Public Works (Stormwater)

Contact: Juliana Archuleta

Address: 4430 South Adams County Parkway City, State, Zip: Brighton, Colorado 80601

Phone: 720-523-6869

E-mail: jarchuleta@adcogov.org

Department: Adams County Purchasing

Contact: Anna Forristall

Address: 4430 South Adams County Parkway City, State, Zip: Brighton, Colorado 80601

Phone: 720-523-6297

E-mail: aforristall@adcogov.org

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

Phone: 720.523.6116 The spins care decay to the control of the spins o

Contractor: Hampden Press, Inc. Contact: Bob Winchell/Kim Fedeli Address: 9955 East Hampden Avenue and the second se City, State, Zip: Denver, Colorado 802316 and a contrata and a second and a second

Phone: 303-750-2035

E-mail: bob@hampdenpress.com

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- 12.9. <u>Integration of Understanding:</u> 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. <u>Severability:</u> 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. <u>Authorization:</u> 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. <u>AMENDMENTS, CHANGE ORDERS OR EXTENSIONS:</u>

- 13.1. <u>Amendments or Change Orders:</u> 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. <u>Extensions</u>: The County may, upon mutual written agreement by the parties, extend the time of completion of services to be performed by the Contractor.
- 14. <u>COMPLIANCE WITH C.R.S.</u> § 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.

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ADAMS COUNTY, COLORADO **COUNTY MANAGER** Raymohd∕H. Gonzales HAMPDEN PRESS, INC. Attest: Stan Martin, Clerk and Recorder Deputy Clerk Approved as to Form: Adems County Attorney's Office NOTARIZATION OF CONTRACTOR'S SIGNATURE: **COUNTY OF** STATE OF Signed and sworn to before me this 30th day of October **Notary Public** My commission expires on: 3/23/3

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

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.

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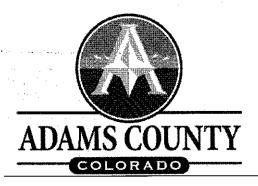
Signature

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



INVITATION FOR BID (IFB)

COVER SHEET

IFB Issue Date:

SEPTEMBER 4, 2018

IFB Number:

IFB-AF-2018-035

IFB Title:

STORMWATER UTILITY INVOICE PRINTING

AND MAILING

IFB Questions Due:

SEPTEMBER 19, 2018 by 5:00 pm MT

Bid Due Date:

SEPTEMBER 26, 2018, 2:00 pm MT, (According to our Clock)

Adams County Government Center

Central Front Lobby Desk

4430 South Adams County Parkway,

Brighton, CO 80601

For additional information please contact:

Anna Forristall, Contract Specialist III

720-523-6297

aforristall@adcogov.org

Documents included in this package:

Bid Instructions

General Terms and Conditions

Specifications/ Scope of Work

Pricing Form

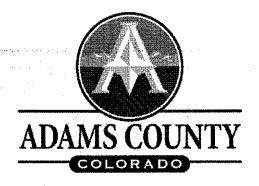
Contractor's Certificate of Compliance

Contractor's Statement

References Form

Vendor Information Form

Appendix A – Sample Agreement



INVITATION FOR BID BID INSTRUCTIONS

- 1. PURPOSE/BACKGROUND: The Adams County Board of Commissioners by and through its Purchasing Division of the Finance Department is accepting bids for STORMWATER UTILITY INVOICE PRINTING AND MAILING as specified herein from a source of supply that will provide prompt and efficient service to the County.
- 2. SUBMISSION OF BIDS: The bid must be received before the due date and time as specified in the Cover Sheet of this solicitation. The Contractor is responsible for addressing the envelope as indicated below. If the submittal arrives late, it may be returned unopened. Address the envelope as follows:

Mailing Address:
Adams County Government Center
Purchasing Division
4430 South Adams County Parkway
Brighton, CO 80601

ATTN: Anna Forristall
Contract Specialist III
IFB-AF-2018-035

Hand Deliveries accepted:
Adams County Government Center
First Floor Central Lobby Receptionist
4430 South Adams County Parkway
Brighton, CO 80601

ATTN: Anna Forristall
Contract Specialist III
IFB-AF-2018-035

- 3. All documents related to this IFB will be posted on the Rocky Mountain Bid System (BidNet) at: http://www.bidnetdirect.com/colorado/solicitations/open-bids
 - 3.1.Interested parties must register with this service (free) to view and download these documents.
- 4. TERM OF AGREEMENT: This is a one year agreement with the option of two one year renewals. Continuation of the Agreement beyond the initial period is a County prerogative and not a right of the Contractor. This prerogative will be exercised only when such continuation is clearly in the best interest of the County and upon budget approval.

5. CONTRACTUAL OBLIGATIONS.

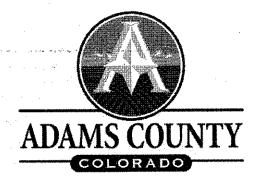
- 5.1 The successful Contractor may be required to sign an Agreement substantially similar to the Agreement form in Appendix A. The County reserves the right to add or delete provisions to the form prior to Agreement execution.
- 5.2. Issuance of this solicitation does not commit the County to award any Agreement or to procure or Agreement for any equipment, materials or services.

- 5.3. If a formal Agreement is required, the Contractor agrees and understands that a Notice of Award does not constitute an Agreement or create a property interest of any nature until an Agreement is signed by the Awardee and the Board of County Commissioners and/or their authorized designee.
- 5.4. Contractor is responsible for reviewing the form Agreement and understanding the terms and conditions contained therein, including, but not limited to, insurance requirements, indemnification, illegal aliens, equal opportunity, non-appropriation, and termination.
- 5.5. Contractor's Response must state its willingness to enter into the form Agreement or Contractor shall identify and include any proposed revisions they have for the form Agreement. Any proposed revisions made by the Contractor after the County Notice of Intent to Award the Solicitation may be grounds for rescinding said Notice. The identification of willingness to enter into the standard Agreement is for general purposes at this time, but is part of the evaluation process and must be included. There may be negotiations on a project-by-project basis that provide further clarification.
- 5.6. Incorrect Pricing/Invoicing. As part of any award resulting from this process, Contractor(s) will discount all transactions as agreed. In the event the County discovers, through its Agreement monitoring process or formal audit process, that material or services were priced/invoiced incorrectly, Contractor(s) agree to promptly refund all overpayments and to pay all reasonable audit expenses incurred as a result of the non-compliance.
- 5.7 The County may, during the term of the Agreement and any extensions, request additional work at other locations throughout Adams County by the successful Contractor.
- 6. **METHOD OF AWARD** It is the intent of the County to award to the Contractor who provides the lowest responsive and responsible bid.
- 7. Questions which arise during the Bid preparation period regarding issues around this Solicitation, purchasing and/or award should be directed, via e-mail, to Anna Forristall, Contract Specialist III, <u>aforristall@adcogov.org</u>. The Contractor submitting the question(s) shall be responsible for ensuring the question(s) is received by the County.
- 8. Any official interpretation of this IFB must be made by an agent of the County's Purchasing Division who is authorized to act on behalf of the County. The County shall not be responsible for interpretations offered by employees of the County who are not agents of the County's Purchasing Division.
- 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. BUDGET: Budget will not be disclosed.
- 11 DEBARMENT: By submitting this bid, the Contractor warrants and certifies they are eligible to submit a bid because their company and/or subcontractor(s) is/are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in a transaction by any Federal, State, or local department or agency.

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INVITATION FOR BID

GENERAL TERMS AND CONDITIONS

12. APPLICABILITY: These General Terms and Conditions apply, but are not limited, to all bids, proposals, qualifications and quotations (hereinafter referred to as "Bid" or "Response") made to Adams County (hereinafter referred to as "County") by all prospective Contractors, bidders, firms, companies, publishers, consultants, or suppliers (herein after referred to as "Contractor" or "Contractors") in response, but not limited, to all Invitations to Bid, Requests for Proposals, Requests for Qualifications, and Requests for Quotations (hereinafter referred to as "Solicitation" or "Solicitations").

13. CONTENTS OF BIDS

- 13.1.GENERAL CONDITIONS: Contractors are required to submit their Bids in accordance with the following expressed conditions:
 - 13.1.1. Contractors shall make all investigations necessary to thoroughly understand the requirements of the Solicitation. No plea of ignorance by the Contractor of conditions that exist or that may hereafter exist will be accepted as the basis for varying the requirements of the County or the compensation to the Contractor.
 - 13.1.2. Contractors are advised that all County Solicitations and Agreements are subject to all requirements contained in the County's Purchasing Division's Policies and Procedures and state and federal statutes. When conflicts occur, the highest authority will prevail.
 - 13.1.3 Contractors are required to state exactly what they intend to furnish to the County in their Bid and must indicate any variances to the terms, conditions, and specifications of this Solicitation no matter how slight. If variations are not stated in a Contractor's Bid, it shall be construed that the Contractor's Bid fully complies with all conditions identified in this Solicitation.
- 14. Equal Opportunity: The County intends and expects that the Contracting processes of the County and its Contractors provide equal opportunity without regard to gender, race, ethnicity, religion, age or disability and that its Contractors make available equal opportunities to the extent third parties are engaged to provide goods and services to the County as Subcontractors, Contractors, or otherwise. Accordingly, the Contractor shall not discriminate on any of the foregoing grounds in the performance of any Agreement awarded to the Contractor, and shall make available equal opportunities to the extent third parties are engaged to provide goods and services in connection with performance of the Agreement. If submitting a joint venture bid, or a bid involving a partnership arrangement, articles of partnership stating each partner's responsibilities shall be furnished and submitted with the Bid Response.

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

Careful consideration should be given before submitting confidential information to the County. The Colorado Open Records Act permits public scrutiny of most materials collected in this Solicitation process. Information that is reasonably considered proprietary should be clearly marked as confidential.

16 CLARIFICATION AND MODIFICATIONS IN TERMS AND CONDITIONS.

- 16.1. Where there appears to be variances or conflicts between the General Terms and Conditions, any Special Terms and Conditions and the Scope of Work/Specifications outlined in this Solicitation, the Scope of Work/ Specifications, and then the Special Terms and Conditions, will prevail.
 - 16.1.1. If any Contractor contemplating submitting a Bid under this Solicitation is in doubt as to the true meaning of the Specifications or any other portion of the Solicitation, the Contractor must submit a written request via email for clarification to the Point of Contact listed on the Cover Sheet of this Solicitation. The Contractor submitting the request shall be responsible for ensuring that the request is received by the County prior to the deadline for submitting questions.
 - 16.1.2 The County shall issue a written addendum if substantial changes which impact the technical submission of Bids are required. A copy of such addenda will be available at the Rocky Mountain E-Purchasing System (BIDNET) website. In the event of conflict with the original Solicitation documents, addenda shall supersede to the extent specified. Subsequent addenda shall supersede prior addenda only to the extent specified.
 - 16.1.3. ADDENDUM/ADDENDA: CONTRACTOR IS RESPONSIBLE FOR OBTAINING AND ACKNOWLEDGING RECEIPT OF ALL ADDENDUM/ADDENDA POSTED ON THE ROCKY MOUNTAIN E-PURCHASING SYSTEM (BIDNET). EACH AND EVERY ADDENDUM SHALL BE SEPARATELY ACKNOWLEDGED ON THE CONTRACTOR'S STATEMENT FORM.

16.2. PRICES CONTAINED IN SUBMITTAL - DISCOUNTS, TAXES

16.2.1. Contractors may offer a cash discount for prompt payment. Discounts will be considered in determining the lowest net cost for the evaluation of Bids; discounts for periods of less than twenty days, however, will not be considered in making an award. If no prompt payment discount is being offered, the Contractor shall enter a zero (0) for the percentage discount to indicate net

thirty (30) days. If the Contractor does not enter a percentage discount, it is hereby understood and agreed that the payment terms shall be net thirty days, effective on the date that the County receives an accurate invoice or accepts the products, whichever is the later date. Payment is deemed to be made on the date of the mailing of the check.

- 16.2.2. Contractors shall not include federal, state, or local excise or sales taxes in prices offered, as the County is exempt from payment of such taxes.
 - Federal Identification Number: 84-6000732
 - State of Colorado Tax Exempt Number: 98-03569

17. SIGNING BID AND COLLUSION

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

18. PREPARATION AND SUBMISSION OF BID

18.1. PREPARATION

- 18.1.1 The Bid must be typed or legibly printed in ink. The use of erasable ink is not permitted. All corrections made by the Contractor must be initialed by the authorized agent of the Contractor.
- 18.1.2. Bids must contain a manual signature of an authorized agent of the Contractor in the space provided on the Contractor's Statement form. The Contractor's Statement form in this Solicitation must be included in all Bid responses. If the Contractor's authorized agent fails to sign and return this form in its Bid, the Bid may not be considered.
- 18.1.3. The County logo is trademarked and property solely of the County Contractors do not have permission to use the County's logo on any documentation or presentation materials and to do so would be a violation of the County's trademark
- 18.1.4. Prices that are not in accordance with the measurements and descriptions requested in the Pricing Form may be considered non-responsive. Where there is a discrepancy between the unit price and the extension of prices, the unit price shall prevail.
- 18.1.5 Alternate Bids will not be considered unless expressly permitted in the Specifications/Scope of Work.

18.1.6. The accuracy of the Bid is the sole responsibility of the Contractor. No changes in the Bid shall be allowed after the date and time that submission of the Bid is due.

18.2. SUBMISSION

- 18.2.1. The Bid shall be sealed in an envelope with the Contractor's name and the Solicitation number on the outside. The County's Pricing Form, which is attached to this Solicitation, must be used when the Contractor is submitting its Bid response. The Contractor shall not alter this form (e.g. add or modify categories for posting prices offered) unless expressly permitted in the Solicitation or in an addendum duly issued by the County. Only sealed Bids received by the Purchasing Division will be accepted; Bids submitted by telephone, email, or facsimile machines are not acceptable.
- 18.2.2. Failure to provide any requested information may result in the rejection of the Bid as non-responsive.
- 18.2.3. Bid 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 Bid.
- 18.2.4. Contractor is responsible for ensuring their Bid is received by the Purchasing Division prior to the deadline outlined in the solicitation regardless of the method of delivery.
- 18.2.5. Contractors, which qualify their Bid by requiring alternate Contractual terms and conditions as a stipulation for Agreement award must include such, alternate terms and conditions in their Response. The County reserves the right to declare a Contractor's Bid as non-responsive if any of these alternate terms and conditions is in conflict with the County's terms and conditions, or if they are not in the best interests of the County.

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19. LATE BIDS

- 19.1. Bids received after the date and time set for the opening shall be considered nonresponsive and may be returned unopened to the Contractor.
- 19.2 The County assumes no responsibility for late deliveries of mail on behalf of the United
 States Post Office or any other delivery system.
 - 19.3 The County assumes no responsibility for a Bid being either opened early or improperly routed if the envelope is not clearly marked on the outside:

STORMWATER UTILITY INVOICE PRINTING AND MAILING IFB-AF-2018.035

19.4. 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 Bid opening time and date. No Bid will be considered above all other Bids by having met the Bid opening time and date requirements to the exclusion of those who were unable to present their Bid due to a

situation severe enough to cause the Board of County Commissioners to close the County offices.

20. MODIFICATIONS AND WITHDRAWAL OF BIDS

20.1. MODIFICATIONS TO BIDS. Bids may only be modified in the form of a written notice on Contractor letterhead and must be received prior to the time and date set for the bids to be opened. Each modification submitted to the County's Purchasing Division must have the Contractor's name and return address and the applicable Solicitation number and title clearly marked on the face of the sealed envelope. If more than one modification is submitted, the modification bearing the latest date of receipt by the County's Purchasing Division will be considered the valid modification.

20.2. WITHDRAWAL OF BIDS

- 20.2.1. Bids may be withdrawn in the form of a written notice on Contractor letterhead and must be received prior to the time and date set for the opening of Bids. Any withdrawal of a Bid submitted to Adams County Purchasing Division must have the Contractor's name, return address, and the applicable Solicitation number and title clearly marked on the face of the envelope and on the withdrawal letter.
- 20.2.2. Bids may not be withdrawn after the time and date set for the opening for a period of ninety calendar days. If a Bid is withdrawn by the Contractor during this ninety-day period, the County may, at its option, suspend the Contractor and may not accept any Bid from the Contractor for a six-month period following the withdrawal.

21. REJECTION OF BIDS

- 21.1. REJECTION OF BIDS. The County may, at its sole and absolute discretion:
 - 21.1.1. Reject any and all, or parts of any or all, Bids submitted by prospective Contractors;
 - 21.1.2. Re-advertise this Solicitation;
 - 21.1.3. Postpone or cancel the process; who is the first of the process of the pr
 - 21.1.4. Waive any irregularities in the Bids received in conjunction with this Solicitation.
- 21.2. REJECTION OF A PARTICULAR BID. In addition to any reason identified above, the County may reject a Bid under any of the following conditions:
 - 21.2.1. The Contractor misstates or conceals any material fact in its Bid Response;
 - 21.2.2. The Contractor's Bid does not strictly conform to the law or the requirements of the Solicitation;

- 21.2.3. The Bid expressly requires or implies a conditional award that conflicts with the method of award stipulated in the Solicitation;
- 21.2.4. The Bid does not include documents, including, but not limited to, certificates, licenses, and/or samples, which are required for submission with the Bid in accordance with the Solicitation; and/or
- 21.2.5. The Bid has not been executed by the Contractor through an authorized signature on the Contractor's Statement form.
- 21.3. The County reserves the right to waive any irregularities or informalities, and the right to accept or reject any and all bids.

22. ELIMINATION FROM CONSIDERATION

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

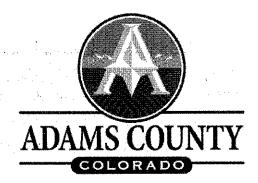
23. QUALIFICATIONS OF CONTRACTOR:

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

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

END OF GENERAL TERMS AND CONDITIONS

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INVITATION FOR BID #2018.035 SPECIFICATIONS/SCOPE OF WORK

I. SPECIFICATIONS/SCOPE OF WORK

Adams County is seeking bids from qualified and experienced suppliers to provide STORMWATER UTILITY INVOICE PRINTING AND MAILING SERVICES.

II. REQUIRED DOCUMENTATION

Failure to provide the required information may deem your submittal non-responsive.

List items which must be included in the bid submittal in order to be accepted and reviewed:

- o W-9
- Pricing Form (In separate marked and sealed envelope)
- Contractor's Certification of Compliance (Signature required)
- Contractor's Statement (Signature required)
- References Form for projects of similar size and scope
- Vendor Information Form.
- One (1) bid and One (1) USB or CD with a single PDF formatted bid.

III. RESPONSE FORMAT

Failure to respond in the required format may deem your submittal non-responsive.

SUBMISSION OF BIDS: One (1) hard copy bid and One (1) electronic USB or CD with a single PDF formatted bid must be received at the time and place specified in this Solicitation. Submittals should be prepared simply and economically providing a straightforward, concise description of the Contractor's ability to perform the requirements of this solicitation.

The electronic copy shall be an EXACT reproduction of the original documents provided. All sections shall be combined into a single PDF electronic document.

IV. PROJECT BACKGROUND:

The successful Contractor shall supply all the materials, supervision, labor and equipment needed to print the invoices, educational flyers, and envelopes. The awarded Contractor will then fold the documents, stuff the envelopes and mail to Stormwater Utility's customers.

Mailing shall occur within three to five (3-5) days after County's submittal of data. Adams County will supply the awarded Contractor all the necessary data to complete this project.

In previous invoice mailings, the County was required to pay for postage upfront. When does your organization require postage payment? Please provide an explanation of your firm's postage process in the space provided in the PRICING FORM.

Invoices for Stormwater Utility's customers will be provided to the Contractor in PDF format by the dates below. Quantities are an estimate (+/- 1,000) and may vary for each billing. The County currently does not have the capability to sort the PDF invoices according to zip code. Consider the July 4th long-weekend for the July 1st mailing. The successful Contractor shall provide the County a FTP site, Dropbox, or link to upload the data (60MB approx). Data is confidential and shall not be used for any other purpose.

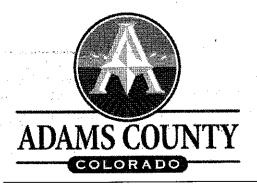
April 1 (Annual Billing):

- Print and mail 27,000 invoices
- Single page invoice: 8.5"x11" white 100% recycled paper; 70 pound text weight paper (Not coated matte or glossy finish) accent opaque digital-cut. 2 side print, black ink only with perforated lower portion (lower third). Back of invoice: pre-printed all backs with payment option guidance
- #10 window envelope, white, 100% recycled, with Adams County logo and address printed on the front with black ink
- #9 regular return envelope, 100% recycled with printed return address in black ink (any color is acceptable)
- Insert: Color Educational Flyer, 4/4 (Fold ½ & 1/3), 24# Royal Sundance Smooth, 100% Recycled, 17"x11", 100 PC White, printed 4 colors in process ink both sides.
- Folding (tri-fold) invoice and educational flyer insert, and stuff documents including return envelope#9 into #10 window envelope

July 1(Quarterly Reminder):

- Print and mail 10,000 invoices
- Single page invoice: 8.5"x11" white 100% recycled paper; 70 pound text weight paper (Not coated matte or glossy finish), accent opaque digital-cut, 2 side print, black ink only with perforated lower portion (lower third). Back of invoice: pre-printed all backs with payment option guidance
- #10 window envelope, white, 100% recycled, with Adams County logo and address printed on the front with black ink. Imprint "REMINDER" in red ink on the front of the envelope
- #9 regular return envelope, 100% recycled with printed return address in black ink (any color is acceptable)
- Folding (tri-fold) invoice and any extra educational flyer insert (about 2000 left-over from April 1st mailing), and stuff documents including return envelope#9 into #10 window envelope

END OF SPECIFICATIONS/SCOPE OF WORK



Contractor Name

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

INVITATION FOR BID #2018-035

PRICING FORM (Submit in separate sealed envelope)

Date

PRINT OR TYPE KEY CONTACT INFORMATION BELOW (Contractor's Project Manager):

| Contact Person | Title | Sh., | Phone | |
|---------------------------------------|-------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------|
| Email Address | | 4 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 | To the state of th | |
| · · · · · · · · · · · · · · · · · · · | 2019 PROJECTS | ⊕ | MATERIALS & PRINTING ONLY | EST. POSTAGE |
| April 1: • Per the sp | ecifications/scope of work | | \$ | \$ |
| July 1: Per the sp | pecifications/scope of work | ************************************** | \$ | \$ |
| days after the Co Contractor. Post | I the envelopes and invoice ounty's data submittal to the age costs are based on the is due (9/26/2018). | e Successful | \$ | \$ |
| your organization | equired to pay for postage require postage payment? | upfront in previous ir Please explain your | nvoice mailings. firm's process ir | When does the space |
| provided below: | en e | and the second of the second o | | |
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| | | | * \$ | en er er green steken s |



INVITATION FOR BID

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 Agreement for services with Adams County, Colorado, the undersigned Contractor hereby certifies that at the time of this certification, Contractor does not knowingly employ or Agreement with an illegal alien who will perform work under the attached Agreement 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 Agreement for services.

| Contractor Name | 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 | |
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| Printed or Typed Name | | |
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| | and the company of the following of | oreși și fantică în line dinatoria 200 |
| Signature | | |
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| Title | | · |
| | | and the second s |
| Date | The second secon | |
| Note: Registration for the E-V | Verify Program can be co | mpleted at: https://www.vis- |

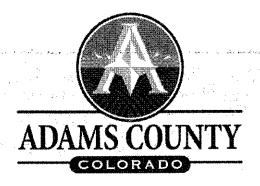
dhs.com\employerregistration. It is recommended that employers review the sample

Page 15 of 27

IFB-AF-2018.035

"memorandum of understanding" available at the website prior to registering.

Doc#4725869v3



INVITATION FOR BID #2018-035 CONTRACTOR'S STATEMENT

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

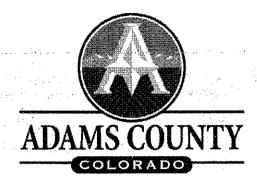
If any of the documents listed on the cover page are missing from this package, contact Adams County Purchasing. If you require additional information, call the Purchasing Division contact person.

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

WE, THE UNDERSIGNED, HEREBY ACKNOWLEDGE RECEIPT OF ADDENDA:

| (List addendum numbers separate | ly): | |
|------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------|
| Contractor Name | Date | |
| | | |
| Signature | Printed Name | |
| en e | garanta da la característico de la característico d | |
| Title | | 1 4/6 (4-1) |
| | and the Minister of the State o | |
| Address | | |
| City, State, Zip Code | County | |
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| Telephone | Fax | |
| Email | | which the Company of the fact |

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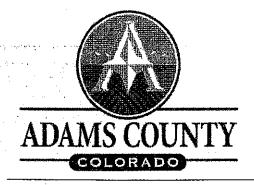


INVITATION FOR BID REFERENCES FORM For projects of similar size and scope

| 1. Company Name | | |
|----------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|
| Address | | |
| Contact Name & Phone | | |
| Contact Email Address | | |
| Project Name | | |
| Project Date & Project Value 2. Company Name | | |
| Address | <u> </u> | <u> </u> |
| Contact Name & Phone | | • • • • • |
| Contact Email Address | in the state of th | |
| Project Name | | |
| Project Date & Project Value | | |
| 3. Company Name | graft) de profession par de la companya de la comp | |
| Address | | |
| Contact Name & Phone | | |
| Contact Email Address | | |
| Project Name | and the second s | |
| Project Date & Project Value | | |

EXHIBIT A

ADAMS COUNTY STORMWATER UTILITY INVOICE AND PRINTING SERVICES PURCHASING DIVISION BID TFB-AF-2018-035



INVITATION FOR BID #2018-035

PRICING FORM

(Submit in separate sealed envelope)

PRINT OR TYPE KEY CONTACT INFORMATION BELOW (Contractor's Project Manager):

| Hampden Press Inc. | 9-25-2018 | | |
|----------------------|-----------|--------------|--|
| Contractor Name | | Date | |
| Robert Winchell | Salesman | 303-750-2035 | |
| Contact Person | Title | Phone | |
| hoh@hamndennress.com | · | | |

Email Address

| 2019 PROJECTS | MATERIALS & PRINTING ONLY | EST. POSTAGE |
|-------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------|-----------------|
| April 1: See variances to specifications attached • Per the specifications/scope of work Recycled Envelopes Not Available, Royal Sundance N/A | \$12,509.77 | \$11,880.00 |
| July 1: See variances to specifications attached • Per the specifications/scope of work | \$2768.29 | \$4,400.00 |
| TOTAL Print, stuff & mail the envelopes and invoices three to five (3-5) days after the County's data submittal to the Successful | \$15,278.06 | \$16,280.00 |
| Contractor. Postage costs are based on the postage rates as of the date this bid is due (9/26/2018). | | |

The County was required to pay for postage upfront in previous invoice mailings. When does your organization require postage payment? Please explain your firm's process in the space provided below:

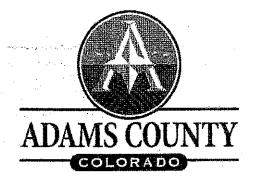
Postage is requested upfront. Mailing has never been held up waiting for check to

| arrive from | Adams County for Po | ostage. | |
|-------------|---------------------|---------|--|
| 784 | | | |
| | | | |

Bid # 2018-035

Variances from specifications and reasons.

- 1. Single page invoice paper 28# Mohawk 100# recycled text
- 2. #10 window envelope recycled not available, quoted on 24# white wove regular
- 3. #9 regular envelope recycled not available, quoted on 24# white wove regular
- 4. Insert Royal Sundance not available, quoted on 28# Mohawk 100# recycled text



INVITATION FOR BID

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 Agreement for services with Adams County, Colorado, the undersigned Contractor hereby certifies that at the time of this certification, Contractor does not knowingly employ or Agreement with an illegal alien who will perform work under the attached Agreement for services and that the Contractor will participate in the 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 Agreement for services.

| H | am | pden | Press | Inc. |
|---|----|------|--------------|------|
|---|----|------|--------------|------|

Contractor Name

Nicole Jenni

Printed or Typed Name

Signature

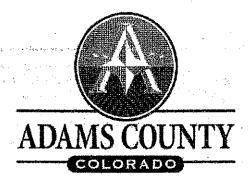
Vice President

Title

9-25-2018

Date

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.



INVITATION FOR BID #2018-035

CONTRACTOR'S STATEMENT

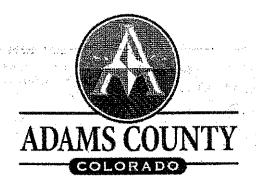
I have read and fully understand all the conditions herein set forth in the foregoing paragraphs, and by my signature set forth hereunder, I hereby agree to comply with all said conditions as stated or implied. In consideration of the above statement, the following Bid is hereby submitted.

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

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

WE, THE UNDERSIGNED, HEREBY ACKNOWLEDGE RECEIPT OF ADDENDA:

| (List addendum numbers separately): | | <u></u> |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|----------------------------------------|
| Hampden Press Inc. | 9-25-2018 | |
| Contractor Name | Date | |
| A disable in the second of the | Nicole Jenni | |
| Signature | Printed Name | |
| Vice President | | |
| Title | | |
| <u> </u> | | |
| 9955 East Hampden Avenue | | |
| Address | | |
| Denver, CO 80231 | Denver | |
| City, State, Zip Code | County | |
| 303-750-2035 | 303-750-2115 | ************************************** |
| Telephone | Fax | |
| nicole@hampdenpress.com | | |
| Email | | |



INVITATION FOR BID REFERENCES FORM For projects of similar size and scope

| 1. Company Name | Cochlear Americas | | |
|------------------------------------------|--------------------------------------------------|--|--|
| Address | 13059 E Peakview Avenue, Centennial, CO 80111 | | |
| Contact Name & Phone | Julie Ayres Phone: 303-264-2360 | | |
| Contact Email Address | jayres@cochlear.com | | |
| Project Name | Monthly Projects Monthly | | |
| Project Date & Project Value | Ongoing Many Years / Many Thousands | | |
| 2. Company Name | Usherpa | | |
| Address | 7887 E Belleview Avenue, #1250, Denver, CO 80111 | | |
| Contact Name & Phone | Rossie Davan Phone: 720-931-2364 | | |
| Contact Email Address rossie@usherpa.com | | | |
| Project Name | Multiple Projects Monthy | | |
| Project Date & Project Value | Ongo ng Many Years / Many Thousands | | |
| 3. Company Name | Janus/Henderson Investors | | |
| Address | 151 Detroit Street, Denver, CO 80206 | | |
| Contact Name & Phone | Lise Crowell Phone: 303-782-3155 | | |
| Contact Email Address | lise.crowell@janushenderson.com | | |
| Project Name | Multiple Projects Monthly | | |
| Project Date & Project Value | Ongoing Many Years / Many Thousands | | |