

**ADAMS COUNTY
PROFESSIONAL SERVICE AGREEMENT 2018.101
ADCO FAIR MANAGED PARKING SERVICES**

THIS AGREEMENT ("Agreement") #2018.101 is made this 10th day of APRIL 2018, 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 Code 4 Security LLC., located at 1501 S. Lemay, Suite 203, Fort Collins, Colorado 80524, 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-BD-2018.101 and the Contractor's response to the RFP-BD-2018.101 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 6, 2018.
- 3.2. Renewal Option: The County, at its sole option, may offer to renew this Agreement as necessary for the 2019 and 2020 Adams County Fair dates providing satisfactory service is given and all terms and conditions of this Agreement have been fulfilled. Labor rates for renewal options shall be negotiable. 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 full payment for those services at the following labor rates:

Event Manager: **\$24.00/hr Regular Rate**
 \$35.00/hr Overtime Rate

Parking Staff: **\$20.00/hr Regular Rate**
 \$30.00/hr Overtime Rate

- 4.1. Deposit Amount: The County shall pay the contractor a deposit in the amount of Eighteen Thousand Seven Hundred and Thirty One Dollars, **\$18,731.00**. Final invoice shall be less deposit amount.

- 4.2. 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.

4. **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.**

5. **NONDISCRIMINATION:**

- 5.1. **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.**

- 5.1.1. 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:

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

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

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

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

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

8.3.2. Personal Injury Protection: Per Colorado Statutes

8.4. **Workers' Compensation Insurance:** Per Colorado Statutes

8.5. **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.

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

8.5.2. 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.

8.6. **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:

8.6.1. 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.

8.6.2. 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.

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

8.7. 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.

8.8. 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.

8.9. 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

9.2. 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:

10.2. 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:

11.2.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.

11.3.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:

12.2.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.

12.3.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).

12.4.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.

12.5. 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.

12.6. 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.

12.7. 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.

12.8. 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.

12.9. 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 Vossler, Fair and Events Manager
Address: 9755 Henderson Road
City, State, Zip: Brighton, Colorado 80601
Phone: 303.637.8027
E-mail: cvossler@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: Code 4 Security LLC.
Contact: Chris Villalpando
Address: 1501 S Lemay, Suite 203
City, State, Zip: Fort Collins, Colorado 80524
Phone: 970.541.0796
E-mail: chris@code4ss.com

- 12.10. 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.
- 12.11. 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.
- 12.12. 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.
- 12.13. 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:

- 13.2. 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.
- 13.3. 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:

- 14.2. 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.
- 14.3. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.
- 14.4. 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.
- 14.5. 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.
- 14.6. 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.
- 14.7. 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.
- 14.8. 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).
- 14.9. 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:

ADAMS COUNTY MANAGER'S OFFICE


Raymond H. Gonzales

Date 4/10/18

CODE 4 SECURITY LLC.


Signature


Date 4/10/18

CHRIS VILLALPANDO
Printed Name

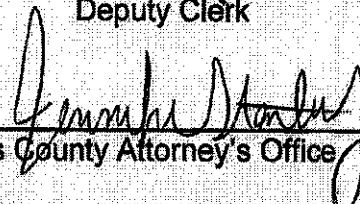
OWNER + CEO
Title

Attest:

Stan Martin, Clerk and Recorder


Deputy Clerk

Approved as to Form:


Adams County Attorney's Office

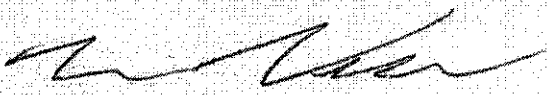
NOTARIZATION OF CONTRACTOR'S SIGNATURE:

COUNTY OF Larimer

STATE OF Colorado)ss.

Signed and sworn to before me this 23rd day of May, 2018,

by Christopher Villalpando


Notary Public

MICHAEL VERMILLION
NOTARY PUBLIC - STATE OF COLORADO
Notary ID #20174021699
My Commission Expires 5/22/2021

My commission expires on: 5/22/21

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:

CODE 4 SECURITY SVCS
Company Name

4/10/18
Date

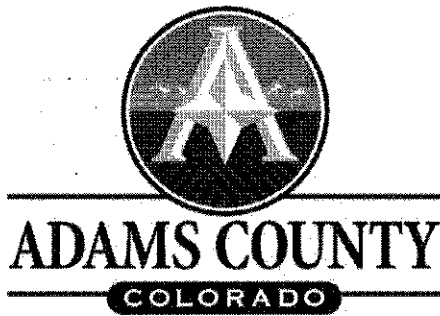

Signature

CHRIS VILLALPANDO
Name (Print or Type)

OWNER + CEO
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 Finance Department
Purchasing Division
4430 South Adams County Parkway
Brighton, Colorado 80601

REQUEST FOR PROPOSAL COVER SHEET

RFP Issue Date: **January 17, 2018**

RFP Number: **RFP-BD-2017.101**

RFP Title: **MANAGED PARKING SERVICES
FOR THE ADAMS COUNTY FAIR**

RFP Questions Due: **January 31, 2018 4:30pm MT**

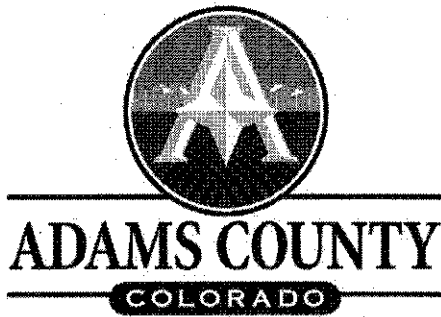
Proposal will be received until: **February 14, 2018 3:00pm MT, Our Clock**
4430 South Adams County Parkway, Front Lobby
Brighton, CO 80601

Goods or services to be delivered to or performed at: **Adams County Fairgrounds**

For additional information please contact: **Ben DeRomanis, Contract Specialist II**
720-523-6043
Email Address: **bderomanis@adcogov.org**

Documents included in this package:

- Proposal Instructions**
- General Terms and Conditions**
- Scope of Work (SOW)/ Specifications**
- Pricing Form**
- Submission Check List**
- Statement of No Bid**
- Contractor's Certificate of Compliance**
- Contractor's Statement**
- Reference Form**
- Term of Acceptance Form**
- Appendix A – Sample Agreement**



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

REQUEST FOR PROPOSAL PROPOSAL INSTRUCTIONS

1. **PURPOSE/BACKGROUND:** The purpose of this RFP is to purchase Parking Management Services for the 2018 Adams County Fair as specified herein from a source(s) of supply that will give prompt and efficient service to the County.
2. **SUBMISSION OF PROPOSALS:** The proposal must be received before the due date and time as specified in 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

Hand Deliveries accepted:

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

ATTN: Ben DeRomanis
Contract Specialist II
RFP-BD-2018.101

ATTN: Ben DeRomanis
Contract Specialist II
RFP-BD-2018.101

3. The Adams County Board of County Commissioners by and through its Purchasing Division of the Finance Department is accepting proposals for **MANAGED PARKING SERVICES FOR THE ADAMS COUNTY FAIR**.
4. All documents related to this RFP will be posted on the Rocky Mountain Bid System (BidNet) at: <http://www.bidnetdirect.com/colorado/solicitations/open-bids>
 - 4.1. Interested parties must register with this service to receive these documents.
5. **TERM OF AGREEMENT:** This is a one year agreement with the option of two one year renewals.
 - 5.1. **OPTION TO RENEW FOR TWO (2) SUBSEQUENT YEARS (MAINTAINING SAME PRICES):** The prices or discounts quoted by the Contractor in its Proposal shall prevail for the term of the Agreement, at which time the County shall have the option to renew the Agreement for two (2) subsequent one year periods, provided, however, that such Contractor will maintain the same prices or discounts that were agreed to in the initial Agreement. 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.

6. CONTRACTUAL OBLIGATIONS

- 6.1. The successful Contractor will 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.
- 6.2. Issuance of this solicitation does not commit the County to award any Agreement or to procure or Agreement for any equipment, materials or services.
- 6.3. 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.
- 6.4. 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.
- 6.5. 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.
- 6.6. 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.
- 6.7. 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.

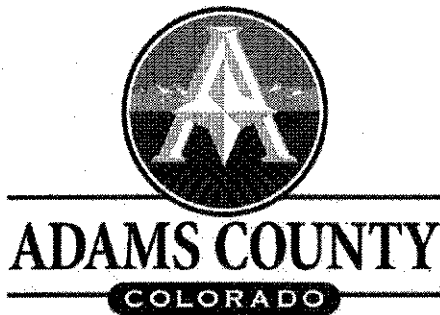
7. METHOD OF AWARD - It is the intent of the County to award an Agreement to the Contractor who provides the best value for Adams County.

- 7.1. The top Contractors may be asked to provide a proof of concept demonstration of the proposed solution. The proof of concept demonstration should include, but not limited to addressing the requirements stated in the RFP.
- 7.2. Evaluation criteria, other than costs, are evaluated first. After rating the written Responses, costs are then considered against trade-offs such as satisfaction of

requirements in the Solicitation, qualifications and financial condition of the Contractor, risk and incentives.

- 7.3. If it is in the best interest of the County, the Evaluation Committee may invite a limited number of Contractors to provide an oral presentation.
- 7.4. The County reserves the right to conduct negotiations with Contractors and to accept revisions of Responses. During this negotiation period, the County will not disclose any information derived from Responses submitted, or from discussions with other Contractors. Once an award is made, the Solicitation file and the Responses contained therein are in the public record.
- 8.6. Questions which arise during the Response preparation period regarding issues around this Solicitation, purchasing and/or award should be directed, via e-mail, to Ben DeRomanis, Contract Specialist II, Purchasing Division, Adams County, bderomanis@adcogov.org. The Contractor submitting the question(s) shall be responsible for ensuring the question(s) is received by the County by the date listed above in the schedule of activities for submitting the question(s) regardless of the method of delivery.
8. Any official interpretation of this RFP 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.
10. 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.
11. BUDGET: Budget will not be disclosed.
12. DEBARMENT: By submitting this proposal, the Contractor warrants and certifies they are eligible to submit a proposal because their company and/or subcontract(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.

REMAINDER OF PAGE LEFT BLANK INTENTIONALLY



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

REQUEST FOR PROPOSAL GENERAL TERMS AND CONDITIONS

1. **APPLICABILITY:** These General Terms and Conditions apply, but are not limited, to all bids, proposals, qualifications and quotations (hereinafter referred to as "Proposal" or "Response") made to Adams County (hereinafter referred to as "County") by all prospective Contractors, 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").
2. **CONTENTS OF PROPOSAL**
 - 2.1. **GENERAL CONDITIONS:** Contractors are required to submit their Proposals in accordance with the following expressed conditions:
 - 2.1.1. Contractors shall make all investigations necessary to thoroughly inform themselves regarding the plant and facilities affected by the delivery of materials and equipment as required by the conditions 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.
 - 2.1.2. Contractors are advised that all County Solicitations and Agreements are subject to all requirements contained in the County's Purchasing Division's Policies and state and federal statutes. When conflicts occur, the highest authority will prevail.
 - 2.1.3. Contractors are required to state exactly what they intend to furnish to the County in their Proposal 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 Proposal, it shall be construed that the Contractor's Proposal fully complies with all conditions identified in this Solicitation.
3. **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 proposal, or a proposal involving a partnership arrangement, articles of partnership stating each partner's responsibilities shall be furnished and submitted with the Response.

4. **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 as such. The County does not guarantee the confidentiality of any record(s).

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.

5. CLARIFICATION AND MODIFICATIONS IN TERMS AND CONDITIONS

- 5.1. 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.

- 5.1.1. If any Contractor contemplating submitting a Proposal under this Solicitation is in doubt as to the true meaning of the Scope of Work 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 first page 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.

- 5.1.2. The County shall issue a written addendum if substantial changes which impact the technical submission of Proposals 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.

- 5.1.3. **ADDENDA: CONTRACTOR IS RESPONSIBLE FOR OBTAINING AND ACKNOWLEDGING ALL SUBSEQUENT ADDENDA VIA THE ROCKY MOUNTAIN E-PURCHASING SYSTEM (BIDNET). FAILURE TO SUBMIT ANY AND ALL SUBSEQUENT ADDENDUM/ADDENDA MAY DEEM THE CONTRACTOR NON-RESPONSIVE. EACH AND EVERY ADDENDUM TO BE SEPARATELY ACKNOWLEDGED.**

5.2. PRICES CONTAINED IN PROPOSAL-DISCOUNTS, TAXES, COLLUSION

5.2.1. Contractors may offer a cash discount for prompt payment. Discounts will be considered in determining the lowest net cost for the evaluation of Proposals; 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 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.

5.2.2. 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.

5.2.2.1. Federal Identification Number: 84-6000732

5.2.2.2. State of Colorado Tax Exempt Number: 98-03569

6. SIGNING PROPOSAL

6.1. Contractor, by affixing its signature to this Solicitation, certifies that its Proposal is made without previous understanding, agreement, or connection either with any persons, firms or corporations making a Proposal for the same items, or with the County. The Contractor also certifies that its Proposal 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.

7. PREPARATION AND SUBMISSION OF PROPOSAL

7.1. PREPARATION

7.1.1. The Proposal 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.

7.1.2. Proposals must contain a manual signature of an authorized agent of the Contractor in the space provided on the Contractor's Statement page. The Contractor's Statement of this Solicitation must be included in all Proposals. If the Contractor's authorized agent fails to sign and return the original Contractor's Statement page of the Solicitation, its Proposal may be considered invalid.

7.1.3. 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

7.1.4. Alternate Proposals will not be considered unless expressly permitted in the Scope of Work.

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

7.2. SUBMISSION

7.2.1. The Proposal 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 Proposal. 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 proposals received by the Purchasing Division of the Finance Department will be accepted; proposals submitted telephone, email, or facsimile machines are not acceptable.

7.2.2. Each Proposal must be submitted at the time and place, and number of copies as specified in this Solicitation. Failure to submit the required number of copies may deem the Contractor's Proposal non-responsive.

7.2.3. Failure to provide any requested information may result in the rejection of the Proposal as non-responsive.

7.2.4. 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.

7.2.5. Contractor is responsible for ensuring their Proposal is received by the Purchasing Division prior to the deadline outlined in the solicitation regardless of the method of delivery.

7.2.6. Contractors, which qualify their Proposal 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 Proposal 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.

8. LATE PROPOSALS

8.1. Proposals received after the date and time set for the opening shall be considered non-responsive and may be returned unopened to the Contractor.

- 8.2. The County assumes no responsibility for late deliveries of mail on behalf of the United States Post Office or any other delivery system.
- 8.3. 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: **MANAGED PARKING SERVICES FOR THE ADAMS COUNTY FAIR** and **RFP-BD-2018.101**.
- 8.4. 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 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 County Commissioners to close the County offices.

9. MODIFICATION AND WITHDRAWAL OF PROPOSALS

- 9.1. **MODIFICATIONS TO PROPOSALS.** Proposals 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 Proposals 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.

9.2. WITHDRAWAL OF PROPOSALS

- 9.2.1. Proposals 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 Proposals. Any withdrawal of a Proposal submitted to Adams County Purchase 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.

- 9.2.2. Proposals may not be withdrawn after the time and date set for the opening for a period of ninety calendar days. If a Proposal is withdrawn by the Contractor during this ninety-day period, the County may, at its option, suspend the Contractor and may not accept any Proposal from the Contractor for a six-month period following the withdrawal.

10. REJECTION OF PROPOSALS

- 10.1. **REJECTION OF PROPOSALS.** The County may, at its sole and absolute discretion:

- 10.1.1. Reject any and all, or parts of any or all, Proposals submitted by prospective Contractors;

- 10.1.2. Re-advertise this Solicitation;
- 10.1.3. Postpone or cancel the process;
- 10.1.4. Waive any irregularities in the Proposals received in conjunction with this Solicitation; and/or
- 10.2. **REJECTION OF A PARTICULAR PROPOSAL.** In addition to any reason identified above, the County may reject a Proposal under any of the following conditions:
 - 10.2.1. The Contractor misstates or conceals any material fact in its Proposal;
 - 10.2.2. The Contractor's Proposal does not strictly conform to the law or the requirements of the Solicitation;
 - 10.2.3. The Proposal expressly requires or implies a conditional award that conflicts with the method of award stipulated in the Solicitation;
 - 10.2.4. The Proposal does not include documents, including, but not limited to, certificates, licenses, and/or samples, which are required for submission with the Proposal in accordance with the Solicitation; and/or
 - 10.2.5. The Proposal has not been executed by the Contractor through an authorized signature on the Contractor's Statement.
- 10.3. The County reserves the right to waive any irregularities or informalities, and the right to accept or reject any and all proposals.

11. ELIMINATION FROM CONSIDERATION

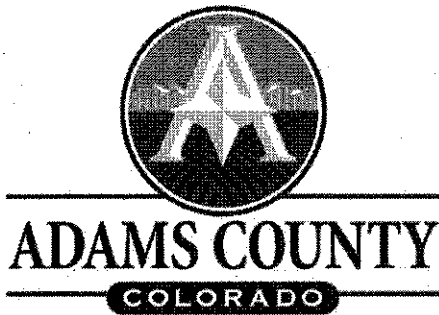
- 11.1. A Proposal may not be accepted from, nor any Agreement be awarded to, any person or firm which is in arrears to the County upon any debt or Agreement or which is a defaulter as surety or otherwise upon any obligation to the County.
- 11.2. A Proposal may not be accepted from, nor any Agreement 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.
- 11.3. Any communications in regards to this RFP must go through the Adams County Purchasing Division only. Any contact with other County personnel or County Contractors may be cause for disqualification.
- 11.4. No damages shall be recoverable by any challenger as a result of the determinations listed in this Section or decisions by the County.

11.5. 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.

12. QUALIFICATIONS OF CONTRACTOR: 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 Proposal 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 Proposals will not be accepted.

13. AWARD OF SOLICITATION: The County shall 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.

REMAINDER OF PAGE LEFT BLANK INTENTIONALLY



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

REQUEST FOR PROPOSAL SCOPE OF WORK

I. INTRODUCTION

Adams County (County) is seeking responses from qualified contractors to provide Parking Management Services at the 2018 Adams County Fair. Detailed requirements listed in Section IV below.

II. REQUIRED DOCUMENTATION

Failure to provide required information may deem your submittal non-responsive. Contractors should respond accordingly considering requirements of scope of work and evaluation criteria listed therein.

III. RESPONSE FORMAT

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

SUBMISSION OF PROPOSALS: ONE (1) hardcopy ORIGINAL, ONE (1) electronic ORIGINAL (USB or CD-single PDF document) and FOUR (4) HARDCOPIES, TOTAL OF SIX (6) submittals of each Proposal 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. Failure to submit the required number of copies may deem the Contractor non-responsive.

PRICING MUST BE SUBMITTED IN A SEPARATE SEALED ENVELOPE. THERE MUST NOT BE ANY PRICING INFORMATION WITHIN THE PROPOSAL SUBMITTAL ENVELOPE.

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

1. Provide submittal without reference to Adams County logo or company logo.
2. Label cover of Original submittal
3. Submit proposal in a tab format
4. Table of Contents – Include a clear identification of the material by section and by page number, , i.e. Mandatory Requirements section, etc.

5. Executive Summary - The executive summary should give in brief concise terms a summation of your submittal. Identify the points that make your firm uniquely qualified for this engagement.
6. Profile of the Firm – State whether your firm is local, national, or international. Also include the following for the office this work would originate from:
 - a. Size of the Firm and size of local office (if applicable)
 - b. Location of the office, where the work on this engagement is to be performed
 - c. Number and nature of the professional staff to be assigned to the project on a full-time basis.
 - d. Number and nature of staff to be assigned to this project on a part-time basis.
 - e. Identify the supervisory and management staff who will be assigned to the engagement. Provide resumes for each person that will be assigned to this engagement.
 - f. Provide any substantiated complaints against the firm in the last 3 years and any outstanding litigation.
7. Provide documentation that satisfies the Required Document requests.
8. Provide documentation that satisfies the criteria to be evaluated.

IV. Detailed Scope/Specification Requirements

2018 Adams County Fair August 1-5

Managed Parking Services for the Adams County Fair

Personnel Description/Duties:

1. Gate Collectors – cash handling personnel, selling parking tickets and checking parking passes
2. Treasury Service Handlers – cash handling personnel; distribution of funds and balancing tickets sold and cash received; deliver cash to Adams County personnel.
3. Adams County will supply parking tickets
4. Designate Representative – vendor will identify a representative, preferably an Event Manager, for counting and reconciling cash drawers and collections, and who will serve as the liaison between vendor and Adams County. This representative must be in a management capacity at all times and should not be used as a flagger, ticket taker or any other labor capacity. This representative must be available at all times to Fair Management

Vendor Responsibilities/Requirements:

- Vendor is responsible for scheduling all rest, lunch and dinner breaks and any personnel shifts and/or changes and ensuring all breaks are done with the Fair's schedule in mind and that normal parking operations are not impacted by any breaks for staff.

- Vendor is responsible for the health and well being of all personnel including providing adequate water and shade if necessary.
- Vendor is responsible for starting cash banks for all personnel and returning a balanced cash sheet at end of each shift or time designated by Finance Manager
- Vendor must have the ability to communicate with their staff remotely in order to effectively and efficiently park vehicles onsite.

RFP Evaluation Criteria:

RFP responses will be evaluated on the following criteria:

- Vendor qualifications
- List of current and former clients
- Vendor's ability with working on events of similar size and scope
- Proposed service plan
- Providing equipment and supplies necessary to perform this service

DAILY STAFFING REQUIREMENTS

WEDNESDAY, AUGUST 1, 2018

Fair hours – 4:00 p.m. – 11:00 p.m.

Parking –\$10.00 per car

Shuttles from PVHS and SRMS 5:00 p.m. until 11:00 p.m.

Parking fee collection begins at 6:00 p.m. ends at 9:00 p.m.

Peak time 4:00 p.m. until 8:30 p.m. (employees only from 4-6)

Off Peak 8:30 p.m. until 11:00 p.m.

- **Event Manager 1:00 p.m. – 12:00 a.m.**

Staff Requirement - 2:45 p.m. – 4:45 p.m.

- 8 Lot Attendants
- 4 Sellers
- 6 Flaggers

Staff Requirement – 4:45 p.m. – 8:30 p.m.

- 8 Lot Attendants
- 6 Sellers
- 8 Flaggers

Staff Requirements 8:30 p.m. – 10:00 p.m.

- 8 Lot attendants
- 4 Sellers end selling at 9:00 p.m.
- 6 Flaggers

Staff Requirements - Exit – 10:30 p.m. – 11:30 p.m. or end of concert

- 4 Flaggers

Staff Requirements – Shuttle Parking

- 4 traffic control flaggers – 5:00 p.m. – 12:00 a.m.

THURSDAY, AUGUST 2, 2018

Fair hours – 10:00 a.m. – 11:00 p.m.

Senior Day 10:00 a.m. – 3:00 p.m. (lots of ADA parking)

Parking Free until 3:00 p.m.

Parking fee collection – begins at 3:00 p.m. – ends at 9:00 p.m. - \$10.00 per car

Shuttles from PVHS and SRMS 3:00 p.m. until 12:00 a.m.

Peak time 9:15-10:00 and 5:00 p.m. until 8:00 p.m.

Off Peak 10:30 a.m. until 5:00 p.m. and 8:00 p.m. until 11:00 p.m.

- **Event Manager 8:00 a.m. – 12:00 a.m.**

Staff Requirement -9:00 a.m. –3:00 p.m.

- 8 Lot Attendants
- 3 Flaggers

Staff Requirement – 2:45 p.m. – 11:00 p.m.

- 8 Lot Attendants
- 6 Sellers end selling at 9:00 p.m.
- 8 Flaggers

Staff Requirements - Exit – 10:00 p.m. – 11:30 p.m.

- 4 Flaggers

Staff Requirements – Shuttle Parking

- 4 traffic control flaggers – 3:00 p.m. – 12:00 a.m.

FRIDAY, AUGUST 3, 2018

Fair hours – 10:00 a.m. – 12:00 a.m.

Kids Day 10:00 a.m. – 3:00 p.m.

Parking Free until 3:00 pm

Shuttles from PVHS and SRMS 3:00 p.m. until 12:00 a.m.

Parking fee collection begins at 3:00 p.m. ends at 10:00 p.m. -\$10 per car

Peak time 10:00 a.m. until 1:00 p.m. and 5:00 p.m. until 9:00 p.m.

Off Peak 3:00 p.m. until 5:00 p.m. and 9:00 p.m. until 12:00 a.m.

- **Event Manager 8:00 a.m. – 12:30 a.m.**

Staff Requirement -9:00 a.m. – 3:00 p.m.

- 10 Lot Attendants
- 6 Flaggers

Staff Requirement – 2:45 p.m. – 11:00 p.m.

- 12 Lot Attendants
- 8 Sellers end selling at 10:00 p.m.
- 8 Flaggers

Staff Requirements - Exit – 10:00 p.m. – 11:30 p.m.

- 6 Flaggers

Staff Requirements – Shuttle Parking

- 4 traffic control flaggers – 3 p.m. to 12:00 a.m.

SATURDAY, AUGUST 4, 2018

Fair hours – 10:00 a.m. – 12:30 a.m.

Parking Free until Noon

Shuttles from PVHS and SRMS 12:00 noon until 12:00 midnight

Parking fee collection begins at 12:00 noon ends at 10:00 p.m. - \$10 per car

Peak time 3:00 p.m. until 9:00 p.m.

Off Peak 10:00 a.m. until 3:00 p.m. and 9:00 p.m. until 12:30 a.m.

- **Event Manager 8:00 a.m. – 12:00 a.m.**

Staff Requirement – 9:00 a.m. – 3:00 p.m.

- 8 Lot Attendants
- 6 Flaggers

Staff Requirement – 12:00 p.m. – 3:00 p.m.

- 4 Sellers

Saturday, August 4, 2018 (cont)

Staff Requirement – 2:45 p.m. – 11:00 p.m.

- 12 Lot Attendants
- 8 Sellers end selling at 10:00 p.m.
- 10 Flaggers

Staff Requirements - Exit – 9:30 p.m. – 11:00 p.m.

- 6 Flaggers

Staff Requirements – Shuttle Parking

- 4 traffic control flaggers – 12:00 p.m. to 12:00 a.m.

SUNDAY, AUGUST 6, 2017

Fair hours – 10:00 a.m. – 12:00 a.m.

Shuttles from PVHS and SRMS 12:00 p.m. until 12:00 a.m.

Parking fee collection begins at 12:00 p.m. ends at 10:00 p.m. - \$10 per car

Peak time 12:00 p.m. – 9:00 p.m.

Off Peak 10:00 a.m. -12:00 p.m. and 9:00 p.m. until 11:00 p.m.

- **Event Manager 8:00 a.m. – 12:30 a.m.**

Staff Requirement 9:00 a.m. – 12:00 p.m.

- 8 Lot Attendants
- 6 Flaggers

Staff Requirement – 11:45 a.m. – 11:00 p.m.

- 14 Lot Attendants
- 10 Sellers end selling at 10:00 p.m.
- 12 Flaggers

Staff Requirements - Exit – 9:30 p.m. – 11:00 p.m.

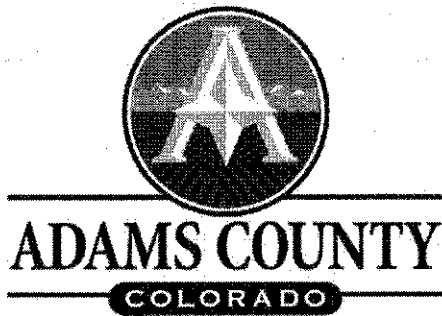
- 8 Flaggers

Staff Requirements – Shuttle Parking

- 6 traffic control flaggers – 12 p.m. to 12:00 a.m.

END SCOPE OF WORK

REMAINDER OF PAGE LEFT BLANK INTENTIONALLY



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

**REQUEST FOR PROPOSAL
PRICING FORM: 2018.101
(Submit in separate sealed envelope)**

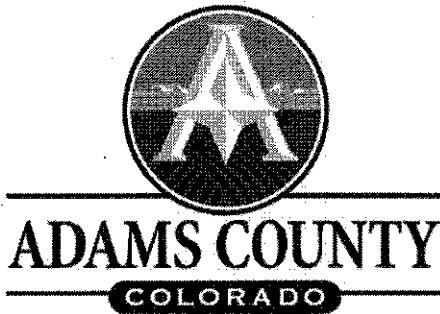
TOTAL PROJECT COST:

Total Estimated Price*: \$ _____

Professional Hourly Rates:**

Position Title	Regular Rate	Overtime Rate	Total Est. Hours/Cost
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
SUBTOTAL			_____

*Total Estimated Priced based on staffing requirements listed in Scope of Work and Position Title
(regular rate X total estimated hours) listed on pricing form



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

REQUEST FOR PROPOSAL SUBMISSION CHECK LIST

SUBMISSION: It is imperative you address your submittal envelope as follows:

Mailing Address:

Adams County Government Center
Purchasing Division C4000A
4430 South Adams County Parkway
Brighton, CO 80601

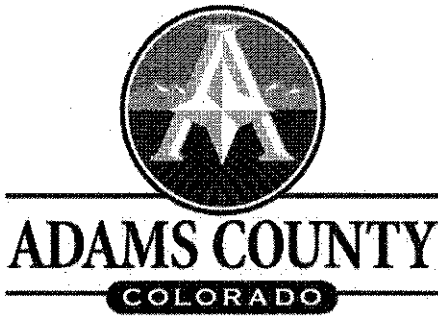
Hand Deliveries accepted:

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

ATTN: Ben DeRomanis
Contract Specialist II
RFP-BD-2018.101

ATTN: Ben DeRomanis
Contract Specialist II
RFP-BD-2018.101

Does your Proposal comply with all the terms and conditions of this Solicitation? If no, indicate exceptions.	YES	NO
Does your Proposal provide proposed revisions to the attached Sample Agreement and identified on the Term of Acceptance Form?	YES	NO
Does your Proposal meet or exceed all specifications, including minimum service requirements? If no, indicate exceptions.	YES	NO
Requirements met and response included?	YES	NO
May any other governmental entity avail itself of this Agreement and purchase any and all items specified?	YES	NO
Have all the addendums been acknowledged and enclosed?	YES	NO
Original and the number of copies specified enclosed including electronic copy?	YES	NO
Has a duly authorized agent of the contractor signed the Contractor's Statement?	YES	NO
Is pricing form enclosed in a separate sealed envelope?	YES	NO



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

**REQUEST FOR PROPOSAL
STATEMENT OF NO BID
COMPLETION OF THIS FORM IS OPTIONAL**

Adams County values your input. If you are unable to participate, will you spend a few minutes to complete this form and return with your NO BID response.

Please send to: Adams County Purchasing Division
Attn: Contract Specialist II
RFP-BD-2018.101
4430 South Adams County Parkway, C4000A
Brighton, CO 80601

Email to: bderomanis@ADCOGOV.ORG
Subject: RFP-BD-2018.101

- ☐ We are unable to meet specifications.
- ☐ Insufficient time to respond to the solicitation.
- ☐ Our schedule would not permit us to perform within the required time.
- ☐ We are unable to meet insurance and/or bonding requirements.
- ☐ We do not offer/supply this product or service.

Further Remarks/Comments:

PRINT OR TYPE YOUR INFORMATION

Contractor Name

Phone

Address:

City/State

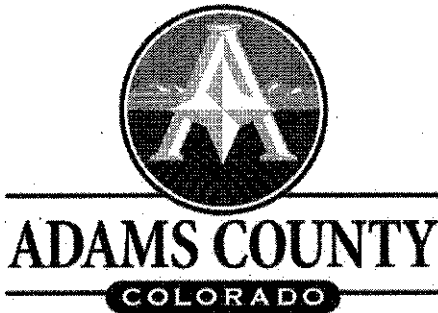
Zip Code

Contact Person

Title

Date

Email Address



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

**REQUEST FOR PROPOSAL
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

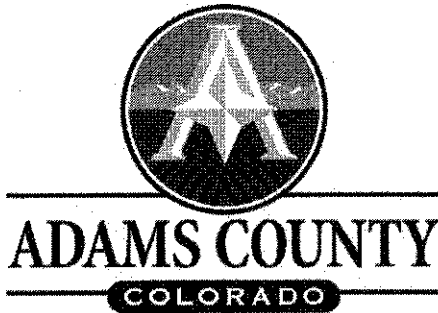
Printed or Typed Name

Signature

Title

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.



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

**REQUEST FOR PROPOSAL
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 all): _____

Contractor Name _____ Date _____

Signature _____ Printed Name _____

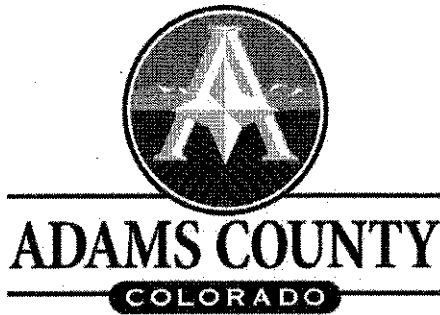
Title _____

Address _____

City, State, Zip Code _____ County _____

Telephone _____ Fax _____

Email _____



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

**REQUEST FOR PROPOSAL
REFERENCE FORM**

Contractors shall furnish the names, addresses and telephone numbers of a minimum of three (3) firms or government organizations for which the Contractor has provided similar projects:

Company Name _____

Address _____

Reference Name _____

Reference Email Address _____

Telephone Number _____

Project Name _____

Value \$ _____

Company Name _____

Address _____

Reference Name _____

Reference Email Address _____

Telephone Number _____

Project Name _____

Value \$ _____

Company Name _____

Address _____

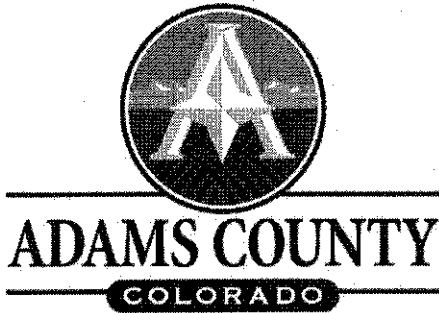
Reference Name _____

Reference Email Address _____

Telephone Number _____

Project Name _____

Value \$ _____



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

**REQUEST FOR PROPOSAL
TERM OF ACCEPTANCE FORM**

Request for Proposal # _____

I, on behalf of the Contractor identified below, hereby certify that I have read a copy of the sample Agreement attached to the RFP and understand the terms and provisions contained in that Agreement. I further hereby certify that it is the Contractor's intent to comply with each and every term and provision contained in the sample Agreement and propose no modifications to the sample Agreement except as follows:

1) _____

2) _____

3) _____

I understand that the modification stated above, if any, are offered for discussion purposes only and that Adams County reserves the right to accept, reject or further negotiate any and all proposed modification to the sample Agreement.

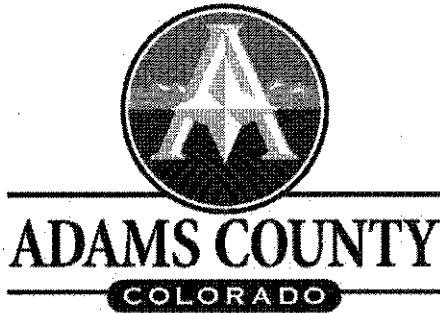
Contractor Name _____

Authorized Signature _____

Printed Name _____

Title _____

Date _____



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

**REQUEST FOR PROPOSAL
APPENDIX A
SAMPLE AGREEMENT FOR SERVICES**

I. The Sample Agreement for Services is included in this solicitation for informational and reference purposes only.

**ADAMS COUNTY
PROFESSIONAL SERVICE AGREEMENT**

THIS AGREEMENT ("Agreement") is made this _____ day of _____ 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 Company Name, located at Address 123, 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 DATE through DATE.

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:

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 (department name)
Contact:
Address:
City, State, Zip:
Phone:
E-mail:

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

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

Contractor: Winner123
Contact:
Address:
City, State, Zip:
Phone:
E-mail:

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 is left blank intentionally.

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

Board of County Commissioners

Chair

Date

Contractor

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 _____, 2017,

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-2018.101 ADDENDUM ONE**

**Managed Parking Services
for the Adams County Fair**

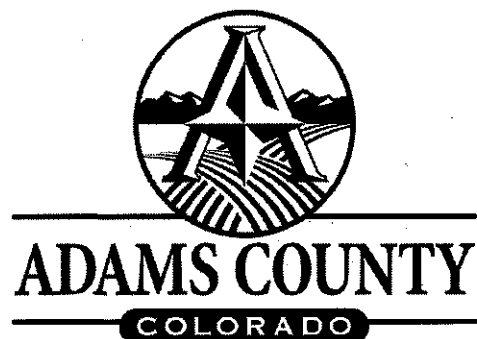
**All documents and Addendum related to this RFP
will be posted on the Rocky Mountain Bid System at:
<http://www.bidnetdirect.com/colorado/solicitations/open-bids>**

Addendum Issuance: February 2, 2018

**Written questions regarding this RFP were accepted through
January 31, 2018**

**Proposal Opening Date: February 14, 2018
Time: 3:00pm MST**

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



ADDENDUM ONE

PURPOSE:

The purpose of this Addendum One is to answer contractor submitted questions regarding **RFP-BD-2018.101 for Managed Parking Services for the Adams County Fair**. Answers provided below in no particular order.

1. Has the County considered that the Colorado minimum wage will increase by \$.90 per year until 2020, when it will be \$12.00 per hour, while requiring the Contractor to maintain the same prices potentially for the next 3 years?

The language in the RFP regarding maintaining the same price for each renewal year is standard language and is open to negotiation. The County will negotiate within reason the cost of labor for any renewal option year to reflect minimum wage increases and cost of living adjustments. However, the County reserves the right not to renew agreements if a fair cost can't be agreed upon.

2. Would the County consider revising the RFP to include a percentage cost of living increase in the two (2) year renewal option to cover the increase in Colorado's minimum wage?

Yes. The County is open to negotiating the labor cost of any renewal option that is in the best interest of all parties.

END ADDENDUM ONE

COPY

Submitted by: Code 4 Security Services LLC

Project Name: **Managed Parking Services
for the Adams County Fair
RFP-BD-2018.101**

Business Point
of Contact: Chris Villalpando
970-541-0796
chris@code4ss.com

Submitted On: February 14, 2018


Authorizing Official: 
Chris Villalpando, Owner



TABLE OF CONTENTS

1.0	EXECUTIVE SUMMARY	1
2.0	PROFILE OF THE FIRM	2
3.0	PROFESSIONAL RESUMES	2
4.0	SUBMISSION CHECKLIST	7
5.0	CONTRACTOR'S CERTIFICATION OF COMPLIANCE	8
6.0	CONTRACTOR'S STATEMENT	9
7.0	REFERENCE FORM	10
8.0	TERM OF ACCEPTANCE FORM	11
9.0	PRICING	12



Adams County Request for Proposal for Managed Parking Services

1.0 Executive Summary

Code 4 Security Services LLC
1001 E. Harmony Rd., Ste. A-21
Fort Collins, CO 80525

February 14, 2018

To: Adams County c/o Ben DeRomanis:

The enclosed proposal addresses the requirements of the Adams County Request for Proposal for Managed Parking Services at the 2018 Adams County Fair. We understand that these services will be provided over a 6-day period at the Adams County Fairgrounds. Furthermore, we are prepared to provide any additional security services for Adams County before or after the fair.

In alignment with the RFP, Code 4 Security Services understands the scope of service being requested from the RFP. Code 4 Security Services does meet the minimum requirements set forth in the RFP. We have ample personnel to staff all positions required for the Adams County Fair. In 2017, Code 4 was the sole ticket handling and security company contracted by the Fair. This year we are bidding on managing the parking services as well. We currently work with our clientele to manage parking services at their events. We are aware of the scope of parking services at the Adams County Fair and have the available staff to effectively manage parking for the event.

We are a professional, self-sufficient, self-motivated security team requiring little oversight from Adams County. Code 4 Security Services prides ourselves on having a "customer service" security mentality taking guidance from our clients to fulfill their security needs. Working in partnership with Adams County staff, we can make each of your events safe and successful.

Respectfully submitted,

Chris Villalpando, Owner & CEO
Code 4 Security Services LLC
970-541-0796
chris@code4ss.com



Adams County Request for Proposal for Managed Parking Services

2.0 Profile of the Firm

Code 4 Security Services is owned by a former Police Officer and law enforcement professional. We provide event staffing, venue safety, and physical security services. Locally owned and headquartered in Fort Collins, Colorado, Code 4 Security understands the qualities that make Colorado the destination for many events throughout the year. The majority of our personnel make Northern Colorado home and have a vested interest in making each event safe and secure. We currently work with multiple municipalities throughout Colorado, providing security services that ensures each event runs smoothly and safely.

Number of Employees working out of Fort Collins office:

Over 200

Company Name and Address:

Code 4 Security Services LLC.

1501 S. Lemay, Suite 203

Fort Collins, CO 80524

Phone: 970-541-0796

Number of Full-time Professional Staff Assigned to Adams County:

3

Number of Part-time Professional Staff Assigned to Adams County:

5-60 (depending on nature of event)

Supervisor(s) assigned to the County:

Chris Villalpando

Travis Hooten

Jay Suttor

Complaints and Outstanding Litigation

Code 4 Security Services has had no complaints, nor do we have any pending or outstanding litigation.

3.0 Professional Resumes

Christopher D. Villalpando

1501 E. Harmony, Suite A21, Fort Collins, Colorado 80525 • (970) 481-3368 • chris@code4ss.com

View our web site at: www.code4ss.com

PROFESSIONAL PROFILE

I am an experienced professional with a track record of successes including public law enforcement, high profile security work, project management/coordination and multi-million-dollar contract negotiation/management. In addition to law enforcement, I have broad leadership experience including business ownership, managing groups, supervising, training, project management/coordination and contracting. I possess excellent interpersonal skills including de-escalation, crisis management and conflict resolution. My ability to communicate fluently in English and Spanish has been a demonstrated asset in my professional roles. My education, training and skill set lend themselves to a strong foundation from which to analyze, adapt and make important decisions on a frequent basis.



Adams County Request for Proposal for Managed Parking Services

EDUCATION

Colorado State University

Master of Science in Organizational Leadership

Completed October 2011

New Mexico State University

Bachelor of Science Degree, Criminal Justice
1994

Completed December

QUALIFICATIONS

- Supervision and training of employees
- Project management/coordination and contract management experience
- Bilingual in English-Spanish with strong communication skills, both written and oral
- Professional experience exercising considerable initiative, independent judgment and discretion
- Responsible for cultivating relationships and working collaboratively with people of diverse backgrounds
- Extensive work in high-profile assignments that require an understanding of organizational dynamics and politics, the need for sound judgment, and the ability to maintain the utmost confidentiality

RELEVANT PROFESSIONAL EXPERIENCE

Chief Executive Officer and Owner – Code 4 Security Services LLC

Fort Collins, Colorado

- Owner and CEO of Code 4 Security.
- Manage 4 full-time staff and over 250 employees.
- Responsible for book of business with over 100 clients.
- Negotiate contracts with potential and current clients.
- Organize and conduct all employee training, including basic use of force and NRA pistol instruction.
- Organize and run major events involving multiple employees and sometimes more than 100 per event.
- Conduct security threat assessments and consultation for major events and other high-profile clients to mitigate risk and identify threats.

Chief Operations Officer – Big Al's Security Team

Fort Collins, Colorado

- Responsible for the recruitment, hiring and training of new employees.
- Supervise over 300 employees in Denver and Northern Colorado.
- Create quotes for services to potential clients.
- Negotiate contracts with potential and current clients.
- Responsible for scheduling all employees.
- Organize and conduct all employee training, including basic use of force and NRA pistol instruction.
- Organize and run major events involving multiple employees and sometimes more than 100 per event.



Adams County Request for Proposal for Managed Parking Services

Police Officer – Loveland Police Department

Loveland, Colorado

- Work as a Police Officer in Loveland, Colorado.
- Conduct investigations and surveillance involving known criminals and gather appropriate information from informants, victims, family members, suspects and witnesses.
- Exercise a great deal of discretion and independent judgment.
- Collaborate with local law enforcement agencies, medical, fire and first responders.

Community Parole Officer - Colorado Department of Corrections (DOC)

Fort Collins, Colorado

- Managed a caseload of DOC offenders for all of Larimer County.
- Conducted individual contacts with parolees each month, which included numerous contacts with the public.
- Collaborated with local law enforcement agencies in an effort to manage parolees in the community.
- Exercised independent judgment and considerable discretion on a daily basis.

Security Supervisor – Landmark Event Staffing Services

Fort Collins, Colorado

- Managed security personnel for Colorado State University football, basketball and special events.
- Supervised security personnel for National Football League hotels at Super Bowl XLIV and XLV.
- Conducted advanced survey and operational planning for special events.
- Provided personal protection for VIP's at special events.
- Collaborated with local law enforcement agencies to ensure venue security.

District Parole Officer - Texas Department of Criminal Justice

Georgetown, El Paso and Austin, Texas

- Managed a caseload of sex offenders, ISP caseload and a regular caseload with over 100 parolees.
- Scheduled and conducted 100 to 400 contacts with parolees each month.
- Completed TCLEOSE Community Supervision Officer Firearms Certification to carry a weapon on duty.
- Coordinated interagency gang task force consisting of local, state and federal law enforcement agencies.



Adams County Request for Proposal for Managed Parking Services

Jay Curtis Suttor

224 W Skyway Dr. Fort Collins, CO 80525 • (574) 292-0021 • jay@code4ss.com • www.linkedin.com/in/jaysuttor

PROFESSIONAL SUMMARY

Highly qualified manager with 8 years of leadership success between nuclear security operations and with private sector security management. Demonstrated leadership, organizational, interpersonal, and logistical skills. Effective manager, mentor, and trainer of a wide spectrum of security and safety. Certified as a Nationally Registered Emergency Medical Technician and Firefighter.

EDUCATION

Graduate, Security Forces Journeyman Program	2012
Graduate, Airman Leadership School	2014
Student, Front Range Community College	2015-2017
Graduate, Front Range Emergency Medical Technician Program	
Graduate, Aims Fire Fighter Academy	

EXPERIENCE

Director of Operations Code 4 Security Services Fort Collins, CO

- Supervise over 220 employees and 6 managers in Denver and Northern Colorado.
- Organize and conduct all employee training, including basic use of force and NRA pistol instruction.
- Organize and run major events involving multiple employees and sometimes more than 100 per event.
- Conduct on-site security assessments for major events and other clients to mitigate risk and identify threats.
- Project management/coordination and contract management experience.

Event Safety and Security Manager Big Al's Security/Precision Ops Group Fort Collins, CO

- Managed Loveland Fire and Ice Festival by organizing logistics for 20 employees and approximately 9,000 patrons.
- Managed for Sonic Bloom Music Festival by effectively leading 55 employees per day.
- Managed Arise Music Festival ensuring the safety of approximately 9,000 patrons with 42 employees daily.
- Played a key role in the logistics and management of New West Fest by working side by side with Fort Collins DBA and FCPD ensuring the safety and security of approximately 115,000 patrons throughout the weekend and 65 employees daily.
- Manager of safety and security for all University of Northern Colorado athletics events.
- Manager of safety and security for 8 concerts at the Mishawaka Amphitheatre with 12-15 employees per event.
- Manager of safety and security for events/concerts at Thunder Mountain Amphitheatre.

Tactical Response Force Assaulter United States Air Force F. E. Warren Air Force Base, Wyoming

- Mastered skills in small unit tactics, close quarters combat, tactical repelling, and nuclear recapture operations.
- Provided airborne security for 22 Protection Level-1 logistics movements valued over \$82 million.
- Contributed 1,800 alert/response hours upholding 24/7 security for \$19.2 billion worth of nuclear assets.
- Tactical operation center trainer for incident response and recapture capabilities for 25 peers and future trainers/leaders.
- Trained and educated class of 55 on modern Army Combatives.

Convoy Response Force Team Leader United States Air Force F. E. Warren Air Force Base, Wyoming

- Led security for 163 nuclear transport convoys covering 20,000 miles by providing tactical leadership for armed response teams.
- Attended a two-week course on recognition of improvised explosives hosted by the FBI Denver field office.
- Qualified to be part of the 2012 Global Strike Challenge team competing against 12 different bases in tactical missions, shooting, and obstacle courses. Won "Top shot" out of 72 competitors.
- Mastered communication course and trained section of 70 on new capabilities/limitations reducing communication shortfalls.
- Selected to for Convoy Response Force capabilities displaying mechanical breaching tactics for Secretary of Defense.



Adams County Request for Proposal for Managed Parking Services

Travis C. Hooten

7957 E Martin Luther King Jr Blvd • Denver, CO 80238 • (303) 731-9911 • travis.hooten@gmail.com

PROFESSIONAL PROFILE

I have 6+ years of professional security experience including event, private, executive, and transport security. I have ran my own division of every security company that I have been apart of. I have been trusted to do hiring and training of employees on site and through organized powerpoints. I bring my education in Criminal Justice to improve upon safety, community outreach, and relationships with local Law Enforcement. I have prided myself on always striving to provide the highest level of customer service not only at work but in my daily life. I possesses excellent interpersonal skills including de-escalation, crisis management and conflict resolution. I have already managed the last two years of the Adams County Fair making me very familiar with your facility and patrons. My education, training and skill set lend themselves to a strong foundation from which to analyze, adapt and make important decisions on a frequent basis.

EDUCATION

Colorado State University

Bachelor of Social Sciences Degree, Criminal Justice

Completed May 2013

QUALIFICATIONS

- Supervision and training of employees
- Contract and client management experience
- Professional experience exercising considerable initiative, independent judgment and discretion
- Responsible for cultivating relationships and working collaboratively with people of diverse backgrounds
- Extensive work in high-profile assignments that require an understanding of organizational dynamics and politics, the need for sound judgment, and the ability to maintain the utmost confidentiality
- Extensive computer experience working with Microsoft Office applications and a highly proficient type speed

RELEVANT PROFESSIONAL EXPERIENCE

Denver Operations Manager - Code 4 Security Services

Fort Collins, Colorado

- Managed all events south of Greeley and north of Colorado Springs.
- Conduct on-site security assessments for major events and other high-profile clients to mitigate risk and identify threats.
- Organize and run major events involving multiple employees and sometimes more than 100 per event.
- Exercised independent judgment and considerable discretion on a daily basis.
- Provided personal protection for VIP's at special events.

Denver Manager -- Canna Security America

Denver, Colorado

- Supervised security personnel for private businesses, including 24 hour positions.
- Organized transport routes for cash pick ups from clients.
- Checked weekly on clients and employees to ensure highest level of customer service.
- Kept open communication with local licensing offices to be apprised of any changes to laws or requirements.

Denver Operations Manager -- Big Al's Security Team

Fort Collins, Colorado

- Responsible for the recruitment, hiring and training of new employees.
- Supervise over 75 employees in Denver.
- Maintained relationships with clients.
- Responsible for scheduling all employees.
- Organize and conduct all employee site specific training.
- Ensured employees had all proper licenses for armed positions.

*References provided upon request.



Adams County Request for Proposal for Managed Parking Services

4.0 Submission Checklist



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

REQUEST FOR PROPOSAL SUBMISSION CHECK LIST

SUBMISSION: It is imperative you address your submittal envelope as follows:

Mailing Address:

Adams County Government Center
Purchasing Division C4000A
4430 South Adams County Parkway
Brighton, CO 80601

ATTN: Ben DeRomanis
Contract Specialist II
RFP-BD-2018.101

Hand Deliveries accepted:

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

ATTN: Ben DeRomanis
Contract Specialist II
RFP-BD-2018.101

Does your Proposal comply with all the terms and conditions of this Solicitation? If no, indicate exceptions.	<input checked="" type="checkbox"/>	NO
Does your Proposal provide proposed revisions to the attached Sample Agreement and identified on the Term of Acceptance Form?	YES	<input checked="" type="checkbox"/>
Does your Proposal meet or exceed all specifications, including minimum service requirements? If no, indicate exceptions.	<input checked="" type="checkbox"/>	NO
Requirements met and response included?	<input checked="" type="checkbox"/>	NO
May any other governmental entity avail itself of this Agreement and purchase any and all items specified?	<input checked="" type="checkbox"/>	NO
Have all the addendums been acknowledged and enclosed?	<input checked="" type="checkbox"/>	NO
Original and the number of copies specified enclosed including electronic copy?	<input checked="" type="checkbox"/>	NO
Has a duly authorized agent of the contractor signed the Contractor's Statement?	<input checked="" type="checkbox"/>	NO
Is pricing form enclosed in a separate sealed envelope?	<input checked="" type="checkbox"/>	NO



Adams County Request for Proposal for Managed Parking Services

5.0 Contractor's Certification of Compliance



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

REQUEST FOR PROPOSAL 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.

Code 4 Security Services LLC

Contractor Name

Chris Villalpando

Printed or Typed Name

Chris Villalpando

Signature

Owner & CEO

Title

February 14, 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.



Adams County Request for Proposal for Managed Parking Services

6.0 Contractor's Statement



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

REQUEST FOR PROPOSAL 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 all): N/A

Code 4 Security Services LLC
Contractor Name

February 14, 2018
Date

Chris Villalpando
Signature

Chris Villalpando
Printed Name

Owner & CEO
Title

1001 E. Harmony, Suite A21
Address

Fort Collins, Colorado 80525
City, State, Zip Code

Larimer
County

(970) 541-0796
Telephone

(970) 541-0796
Fax

Chris@code4ss.com
Email

Doc #4725870v3

Page 22 of 34

RFP-BD-2018.101



Adams County Request for Proposal for Managed Parking Services

7.0 Reference Form



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

REQUEST FOR PROPOSAL REFERENCE FORM

Contractors shall furnish the names, addresses and telephone numbers of a minimum of three (3) firms or government organizations for which the Contractor has provided similar projects:

Company Name	University of Northern Colorado
Address	Butler-Hancock Athletic Center, Greeley CO 80639
Reference Name	Mr. Andrew Wiede
Reference Email Address	andrew.wiede@unco.edu
Telephone Number	(970) 351-2756
Project Name	UNC Athletics contract for Security & Parking Services
Value	\$ 45,000
Company Name	Thunder Mountain Harley Davidson
Address	4250 Byrd Drive, Loveland CO 80538
Reference Name	Ms. Jill Almirall
Reference Email Address	jilla@tmharley.com
Telephone Number	(970) 292-0408
Project Name	Thunder Mountain Concert Series; Thunder in the Rockies
Value	\$ 50,000
Company Name	Mishawaka Amphitheater
Address	13714 Poudre Canyon Road, Bellvue CO 80521
Reference Name	Ms. Dani Grant
Reference Email Address	littledgrant@gmail.com
Telephone Number	(303) 884-3738
Project Name	Mishawaka Summer Concert Series approx 30-35 concerts
Value	\$ 52,000



Adams County Request for Proposal for Managed Parking Services

8.0 Term of Acceptance Form



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

REQUEST FOR PROPOSAL
TERM OF ACCEPTANCE FORM

Request for Proposal # RFP-BD-2018.101

I, on behalf of the Contractor identified below, hereby certify that I have read a copy of the sample Agreement attached to the RFP and understand the terms and provisions contained in that Agreement. I further hereby certify that it is the Contractor's intent to comply with each and every term and provision contained in the sample Agreement and propose no modifications to the sample Agreement except as follows:

- 1) N/A
- 2) _____
- 3) _____

I understand that the modification stated above, if any, are offered for discussion purposes only and that Adams County reserves the right to accept, reject or further negotiate any and all proposed modification to the sample Agreement.

Code 4 Security Services LLC

Contractor Name

Chris Villalpando

Authorized Signature

Chris Villalpando

Printed Name

Owner & CEO

Title

February 14, 2018

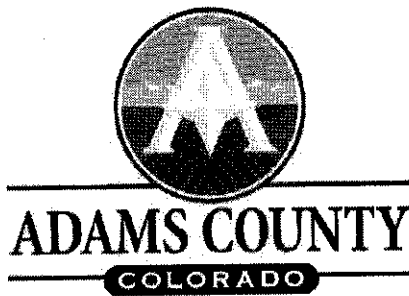
Date



Adams County Request for Proposal for Managed Parking Services

9.0 Pricing

Pricing can be found in the enclosed envelope.



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

**REQUEST FOR PROPOSAL
PRICING FORM: 2018.101**
(Submit in separate sealed envelope)

TOTAL PROJECT COST:

Total Estimated Price*: \$ 37,462.00

Professional Hourly Rates:**

Position Title	Regular Rate	Overtime Rate	Total Est. Hours/Cost
<u>Event Manager</u>	<u>\$ 24.00</u>	<u>\$ 35.00</u>	<u>68 hrs/\$ 1632.00</u>
<u>Parking Staff</u>	<u>\$ 20.00</u>	<u>\$ 30.00</u>	<u>1791.5 hrs/\$ 35,830.00</u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>
SUBTOTAL			<u> </u>

*Total Estimated Priced based on staffing requirements listed in Scope of Work and Position Title
(regular rate X total estimated hours) listed on pricing form