

**ADAMS COUNTY  
PROFESSIONAL SERVICE AGREEMENT  
AUTOMATED TELLER MACHINE (ATM) SERVICES**

THIS AGREEMENT ("Agreement") is made this 11 day of February 2019, 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 Commercial Union ATM of Arvada, located at P.O. Box 1392, Arvada, Colorado 80002, hereinafter referred to as the "Contractor." The County and the Contractor may be collectively referred to herein as the "Parties."

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

**1. SERVICES OF THE CONTRACTOR:**

- 1.1. All work shall be in accordance with the attached IFB 2018.540 and the Contractor's response to the IFB 2018.540 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.
- 1.3. Equipment: Contractor owns automated teller machines ("ATM") and owns or has the right to utilize all software needed for the operation of the ATM. The County agrees that Contractor may install, operate and maintain its ATM at the County's premises in an indoor location or locations as mutually agreed and as identified below and/or in Exhibit 1 attached hereto (the "Premises"). The County shall provided such space for the ATM as is necessary to enable customers to have unobstructed access to the ATM and for maintenance and servicing of the ATM.
- 1.4. Availability: The County agrees that the ATM shall at all times remain available for use by the County's customers during the County's normal business hours for the term of this Agreement. Contractor reserves the right to schedule reasonable downtime to accomplish necessary maintenance or system improvements, not to exceed five percent (5%) of available time each calendar month.

- 1.5. Transaction Fee: Neither party shall be liable to the other for any fees related to any transaction made on the ATM.
- 1.6. Transaction Surcharge: Subject to applicable law or processor/network rules, Contractor will impose a transaction surcharge fee on ATM transactions. Contractor and the County agree that an initial transaction surcharge fee to be imposed for each transaction at the ATM will be as identified below. In no event will the County be Liable for any transaction surcharge fees on any ATM transactions.
- 1.7. ATM Locations and Surcharges by Location:

Exhibit 1

Location Description	Address	City	State	Surcharge per Transaction
Adams County Detention	150 N. 19 <sup>th</sup> Ave	Brighton	Co	\$2.10
Adams County Judicial	1100 Judicial Center Dr.	Brighton	Co	\$2.10
Adams County DMV	12200 North Pecos St	Westminster	Co	\$2.10
Adams County DMV Commerce City	4201 E. 72 <sup>nd</sup> Ave	Commerce City	Co	\$2.10
Adams County DMV Brighton	4430 South Adams County Parkway	Brighton	Co	\$2.10
Adams County Government Center Café	4430 South Adams County Parkway	Brighton	Co	\$2.10
Adams County DMV Aurora	3449 N. Chambers Rd.	Aurora	Co	\$2.10
Adams County DMV Westminster	8452 Federal Blvd.	Westminster	Co	\$2.10
Front Range Airport	5200 Front Range Parkway	Watkins	Co	\$2.10
Adams County Fair/Mobile	9755 Henderson Rd.	Brighton	Co	\$2.60

- 1.8. Installation/Training: Contractor agrees to ship and install the ATM. The ATM shall be and remain the sole property of Contractor. The County shall execute and deliver upon request documentation to put third parties on notice of Contractor's interest in the ATM. Normal installation will include securing the ATM to the floor with bolts as recommended by the manufacturer (unless otherwise requested by the County). The County acknowledges that such installation is not intended to guarantee or protect the ATM or its contents against forced removal or theft. Additional security devices may be purchased from Contractor for an additional cost. In no event will the County be responsible for any theft, loss or damage to the ATM.

- 1.9. Maintenance/Repair: Contractor will arrange for necessary servicing and repair of the ATM. In the event of an ATM failure, damage or other problem requiring repair, replacement, adjustment or maintenance, the County shall notify Contractor or a person designated by Contractor within twenty-four (24) hours of first becoming aware of such failure or problem. The County will not permit anyone, other than an authorized representative or designee of Contractor, to perform any service or repair work on the ATM without Contractor's prior written approval. Contractor or its representatives shall at any reasonable time and at all times during business hours have the right to enter into and upon the Premises for the purpose of inspecting, repairing, maintaining or upgrading the ATM and observing its use. The County will be solely responsible for ensuring that the area surrounding the ATM complies with the Americans with Disabilities Act or any similar law. The County shall clean the exterior of the ATM on a periodic basis and shall maintain the space surrounding the ATM in a safe, neat and orderly condition. The County shall not be responsible for the maintenance or repair costs.
- 1.10. Inventory Requirements: Contractor shall provide all inventory items for the ATM. The County will not be responsible for any inventory items.
- 1.11. Phone & Electrical Requirements: The County shall, at its expense, provide and maintain a dedicated business dial-up telephone line and one(1) operating electrical power outlet on a dedicated (with no other equipment powered by the same circuit breaker in the power panel), grounded circuit (110V) both within 2 feet of the ATM site. Unless otherwise agreed in writing, Contractor shall pay for monthly charges incurred in connection with such telephone lines and the County shall pay for monthly electrical power usage necessary to operate the ATM and related signage.
- 1.12. Branding/Advertising: Contractor shall have the exclusive right to place such brand names or marks ("Brands"), and provide advertising on the ATM ("Advertising Service") and other expanded ATM services ("Advanced Functions"). The County shall have the right to require removal by Contractor of any advertising that the County, in its sole discretion, deems inappropriate for display at the location. Upon the County's request, Contractor shall remove immediately any such advertising deemed inappropriate by the County. In addition, because of the security concerns at the locations, Contractor or any entity affiliated with Contractor shall not be permitted to include the location as the site of an ATM in any advertising materials or lists of any kind available to the general public. The County will not be entitled to any revenues that result from such ancillary functions. The County will not place any Brands or provide Advertising Service or Advanced Function on or through the ATM without the prior written consent of Contractor. Contractor's exclusive right to place Brands and provide Advertising Service on the ATM include, but are not limited to, rights to all front, back, top and side panels of the ATM, the ATM receipt paper, all video display screens on the ATM, any ATM audio devices, and all other ATM surfaces. Contractor or its representative may at any reasonable time and at all times during business hours enter the Premises for the purpose of updating, changing and maintaining the Brands or any Advertising Service on

the ATM or enabling the ATM to provide Advertising Services or Advanced Functions. Notwithstanding the above, the County may generate and offer coupons on the ATM receipt paper and use the ATM transaction video monitor for its own advertising purposes, provided that the Contractor will have the exclusive use of no less than three (3) of the available, programmable "screens" displayed through the ATM transaction video monitor to offer such Branding and Advertising Service or Advanced Function as Contractor selects in its sole discretion, and Contractor will have the exclusive use of any additional video monitors on the ATM.

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 five (5) years from February 15, 2019, ending February 14, 2024.

- 3.2. **Renewal Option:** The County, at its sole option, may offer to renew this Agreement as necessary for up to five, 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. **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.

6. **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.

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

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

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

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

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

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

7.2.2. Personal Injury Protection: Per Colorado Statutes

7.3. Workers' Compensation Insurance: Per Colorado Statutes

7.4. 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.

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

7.4.2. 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.

7.5. 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:

- 7.5.1. 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.
- 7.5.2. 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.
- 7.5.3. Any and all deductibles contained in any insurance policy shall be assumed by and at the sole risk of the Contractor.
- 7.6. 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.
- 7.7. 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.
- 7.8. 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.

## **7. DAMAGES ARISING FROM BREACH OF PERFORMANCE OBLIGATIONS**

- 7.1. 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.

## **8. WARRANTY:**

- 8.1. 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.

## **9. TERMINATION:**

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

## **10. MUTUAL UNDERSTANDINGS:**

- 10.1. Jurisdiction and Venue: The laws of the State of Colorado shall govern as to the interpretation, validity, and effect of this Agreement. The parties agree that jurisdiction and venue for any disputes arising under this Agreement shall be with Adams County, Colorado.
- 10.2. Compliance with Laws: During the performance of this Agreement, the Contractor agrees to strictly adhere to all applicable federal, state, and local laws, rules and regulations, including all licensing and permit requirements. The parties hereto aver that they are familiar with § 18-8-301, et seq., C.R.S. (Bribery and Corrupt Influences), as amended, and § 18-8-401, et seq., C.R.S. (Abuse of Public Office), as amended, , 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).
- 10.3. OSHA: The Contractor shall comply with the requirements of the Occupational Safety and Health Act (OSHA) and shall review and comply with the County's safety regulations while on any County property. Failure to comply with any applicable federal, state or local law, rule, or regulation shall give the County the right to terminate this agreement for cause.
- 10.4. Record Retention: The Contractor shall maintain records and documentation of the services provided under this Agreement, including fiscal records, and shall retain the records for a period of three (3) years from the

date this Agreement is terminated. Said records and documents shall be subject at all reasonable times to inspection, review, or audit by authorized Federal, State, or County personnel.

- 10.5. Assignability: Neither this Agreement, nor any rights hereunder, in whole or in part, shall be assignable or otherwise transferable by the Contractor without the prior written consent of the County.
- 10.6. Waiver: Waiver of strict performance or the breach of any provision of this Agreement shall not be deemed a waiver, nor shall it prejudice the waiving party's right to require strict performance of the same provision, or any other provision in the future, unless such waiver has rendered future performance commercially impossible.
- 10.7. Force Majeure: Neither party shall be liable for any delay or failure to perform its obligations hereunder to the extent that such delay or failure is caused by a force or event beyond the control of such party including, without limitation, war, embargoes, strikes, governmental restrictions, riots, fires, floods, earthquakes, or other acts of God.
- 10.8. Notice: Any notices given under this Agreement are deemed to have been received and to be effective:
- 1) Three (3) days after the same shall have been mailed by certified mail, return receipt requested;
  - 2) Immediately upon hand delivery; or
  - 3) Immediately upon receipt of confirmation that an 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 Purchasing  
Contact: Shawn Hartmann  
Address: 4430 South Adams County Parkway  
City, State, Zip: Brighton, Colorado 80601  
Phone: 720.523.6279  
E-mail: Shartmann@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: Commercial Union ATM of Arvada  
Contact: Michael Kramer  
Address: P.O. Box 1392  
City, State, Zip: Arvada, Colorado 80002  
Phone: 720.299.7004  
E-mail: Mikekramer14@gmail.com

- 10.9. Integration of Understanding: This Agreement contains the entire understanding of the parties hereto and neither it, nor the rights and obligations hereunder, may be changed, modified, or waived except by an instrument in writing that is signed by the parties hereto.
- 10.10. Severability: If any provision of this Agreement is determined to be unenforceable or invalid for any reason, the remainder of this Agreement shall remain in effect, unless otherwise terminated in accordance with the terms contained herein.
- 10.11. Authorization: Each party represents and warrants that it has the power and ability to enter into this Agreement, to grant the rights granted herein, and to perform the duties and obligations herein described.
- 10.12. 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.

## **11. AMENDMENTS, CHANGE ORDERS OR EXTENSIONS:**

- 11.1. 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.
- 11.2. Extensions: The County may, upon mutual written agreement by the parties, extend the time of completion of services to be performed by the Contractor.

## **12. COMPLIANCE WITH C.R.S. § 8-17.5-101, ET. SEQ. AS AMENDED 5/13/08:**

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

- 12.1. The Contractor shall certify participation in the E-Verify Program (the electronic employment verification program that is authorized in 8 U.S.C. § 1324a and jointly administered by the United States Department of Homeland Security and the Social Security Administration, or its successor program) or the Department Program (the employment verification program established by the Colorado Department of Labor and Employment pursuant to C.R.S. § 8-17.5-102(5)) on the attached certification.
- 12.2. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.

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

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

**County Manager**



Raymond H. Gonzales

2.11.2019  
Date

**Commercial Union ATM of Arvada**



Signature

2-4-19  
Date

Michael W. Kramer

Printed Name

Partner  
Title

**Attest:**

Josh Zygielbaum, Clerk and Recorder

  
Deputy Clerk

Approved as to Form:

  
Adams County Attorney's Office

**NOTARIZATION OF CONTRACTOR'S SIGNATURE:**

COUNTY OF Jefferson,

STATE OF Colorado )SS.

Signed and sworn to before me this 4 day of February, 2019,

by Michael Kramer,

  
Notary Public



My commission expires on: November 28, 2022

## 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:

Commercial Union ATM OF ARVADA 2-4-19  
Company Name Date

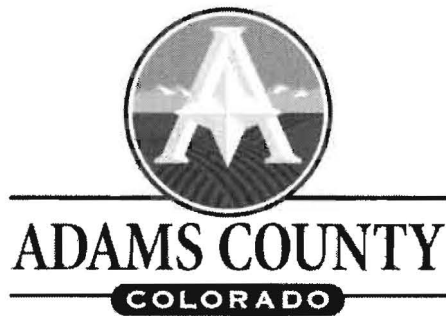
Michael W. Kramer  
Signature

Michael W. Kramer  
Name (Print or Type)

Partner  
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



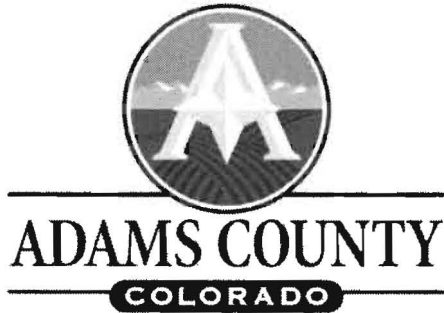
Adams County Finance Department  
Purchasing Division  
4430 S Adams County Parkway  
Brighton, Colorado 80601

**INVITATION FOR BID (IFB)  
COVER SHEET**

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IFB Issue Date:	December 13, 2018
IFB Number:	IFB-SPH-2018.540
IFB Title:	<b>AUTOMATED TELLER MACHINE (ATM) SERVICES</b>
IFB Questions Due:	December 28, 2018 by 3:30p.m., MT Addenda by January 4, 2019
Bid Due Date:	January 11, 2019, 2:00 pm MT, Our Clock
Bid will be received at:	4430 South Adams County Parkway, Front Lobby Brighton, CO 80601
For additional information please contact:	Shawn Hartmann, Contract Specialist II 720.523.6279
Email Address:	Shartmann@adcogov.org
Documents included in this package:	Bid Instructions General Terms and Conditions Specifications/ Scope of Work Pricing Form Submission Check List Statement of No Bid Contractor's Certificate of Compliance Contractor's Statement Reference Form Attachment A – Sample Agreement

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

**INVITATION FOR BID  
BID INSTRUCTIONS**

1. **PURPOSE/BACKGROUND:** The purpose of this IFB is to procure Automated Teller Machine (ATM) Services as specified herein from a source(s) of supply that will give prompt and efficient service to the County.
2. **SUBMISSION OF BIDS:** The bid must be received before the due date and time as specified in 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: Shawn Hartmann  
Contract Specialist II,  
IFB-SPH-2018.540

ATTN: Shawn Hartmann  
Contract Specialist II,  
IFB-SPH-2018.540

3. The Adams County Board of County Commissioners by and through its Purchasing Division of the Finance Department is accepting bids for Automated Teller Machine (ATM) Services.
4. All documents related to this IFB will be posted on the Rocky Mountain Bid System (BidNet) at: <http://www.bidnetdirect.com/colorado/solicitations/open-bids>

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. 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 Attachment A. The County reserves the right to add or delete provisions to the form prior to Agreement execution.

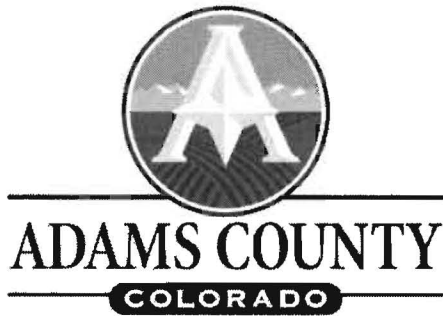
6.2. Issuance of this solicitation does not commit the County to award any Agreement or to procure or Agreement for any equipment, materials or services.

- 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 lowest responsive and responsible bid.
8. Questions which arise during the Bid preparation period regarding issues around this Solicitation, purchasing and/or award should be directed, via e-mail, to Shawn Hartmann, Contract Specialist II, Purchasing Division, Adams County, [Shartmann@adcogov.org](mailto:Shartmann@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.
9. Any official interpretation of this IFB must be made by an agent of the County's Purchasing Division who is authorized to act on behalf of the County. The County shall not be responsible for interpretations offered by employees of the County who are not agents of the County's Purchasing Division.
10. **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.

11. 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.
12. BUDGET: Budget will not be disclosed.
13. DEBARMENT: By submitting this bid, the Contractor warrants and certifies they are eligible to submit a bid because their company and/or subcontractor(s) is/are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in a transaction by any Federal, State, or local department or agency.

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

## INVITATION FOR BID GENERAL TERMS AND CONDITIONS

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

### **15. CONTENTS OF BIDS**

**15.1. GENERAL CONDITIONS:** Contractors are required to submit their Bids in accordance with the following expressed conditions:

15.1.1. 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.

15.1.2. 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.

15.1.3. Federally funded projects (in whole or in part) shall be handled within the laws, rules, and regulations as promulgated by the United States Government, which includes Public Law <http://uscode.house.gov>; Code of Federal Regulations (CFR) codification of the general and permanent rules and regulations <https://www.ecfr.gov>, but is not limited to: Title 2: Grants and Agreements: Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards Subpart F Appendix II and Uniform Grant Guidance as amended.

15.1.4. Contractors are required to state exactly what they intend to furnish to the County in their Bid and must indicate any variances to the terms, conditions, and specifications of this Solicitation no matter how slight. If variations are not stated in a Contractor's Bid, it shall be construed that the Contractor's Bid fully complies with all conditions identified in this Solicitation.

16. The County intends and expects that the Contracting processes of the County and its Contractors provide equal opportunity without regard to gender, race, ethnicity, religion, age or disability and that its Contractors make available equal opportunities to the extent third parties are engaged to provide goods and services to the County as Subcontractors, Contractors, or otherwise. Accordingly, the Contractor shall not discriminate on any of the foregoing grounds in the performance of any Agreement awarded to the Contractor, and shall make available equal opportunities to the extent third parties are engaged to provide goods and services in connection with performance of the Agreement. If submitting a joint venture bid, or a bid involving a partnership arrangement, articles of partnership stating each partner's responsibilities shall be furnished and submitted with the Bid Response.
17. All documentation submitted in response to this solicitation will become the property of Adams County. All documentation maintained or kept by Adams County shall be subject to the Colorado Open Records Act, C.R.S. 24-72-201 *et. seq.* ("CORA"). Accordingly, respondents are discouraged from providing information that they consider confidential, privileged, and/or trade secrets as part of a response to this solicitation. Any portions of submissions that are reasonably considered confidential should be clearly marked. The County does not guarantee the confidentiality of any records.

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

## 18. CLARIFICATION AND MODIFICATIONS IN TERMS AND CONDITIONS

- 18.1. 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.

18.1.1. If any Contractor contemplating submitting a Bid under this Solicitation is in doubt as to the true meaning of the Specifications or any other portion of the Solicitation, the Contractor must submit a **written request** via email for clarification to the Point of Contact listed on the 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.

18.1.2. The County shall issue a written addendum if substantial changes which impact the technical submission of Bids are required. A copy of such addenda will be available at the Rocky Mountain E-Purchasing System (BIDNET) website. In the event of conflict with the original Solicitation documents, addenda shall supersede to the extent specified. Subsequent addenda shall supersede prior addenda only to the extent specified.

18.1.3. **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.**

## **18.2. PRICES CONTAINED IN SUBMITTAL – DISCOUNTS, TAXES**

- 18.2.1. Contractor agrees to hold submitted prices up to 120 days after bid due date.
- 18.2.2. Contractors may offer a cash discount for prompt payment. Discounts will be considered in determining the lowest net cost for the evaluation of Bids; discounts for periods of less than twenty days, however, will not be considered in making an award. If no prompt payment discount is being offered, the Contractor shall enter a zero (0) for the percentage discount to indicate net thirty 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.
- 18.2.3. 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.
  - 18.2.3.1. Federal Identification Number: 84-6000732
  - 18.2.3.2. State of Colorado Tax Exempt Number: 98-03569

## **19. SIGNING BID**

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

## **20. PREPARATION AND SUBMISSION OF BID**

### **20.1. PREPARATION**

- 20.1.1. The Bid must be typed or legibly printed in ink. The use of erasable ink is not permitted. All corrections made by the Contractor must be initialed by the authorized agent of the Contractor.
- 20.1.2. Bids 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 page of this Solicitation must be included in Bid response. If the Contractor's authorized agent fails to sign and return the Contractor's Statement of the Solicitation, its Bid may be invalid and may not be considered.
- 20.1.3. 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.

- 20.1.4. Bids shall be provided by the Contractor on the Pricing Form. Prices that are not in accordance with the measurements and descriptions requested may be considered non-responsive. Where there is a discrepancy between the unit price and the extension of prices, the unit price shall prevail.
- 20.1.5. Alternate Bids will not be considered unless expressly permitted in the Specifications/Scope of Work.
- 20.1.6. The accuracy of the Bid is the sole responsibility of the Contractor. No changes in the Bid shall be allowed after the date and time that submission of the Bid is due.

## **20.2. SUBMISSION**

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

## **21. LATE BIDS**

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

- 21.2. The County assumes no responsibility for late deliveries of mail on behalf of the United States Post Office or any other delivery system.
- 21.3. The County assumes no responsibility for a Bid being either opened early or improperly routed if the envelope is not clearly marked on the outside: AUTOMATED TELLER MACHINE (ATM) SERVICES and IFB-SPH-2018.540.
- 21.4. In the event of a situation severe enough to cause the Adams County Board of Commissioners to close the County offices for any reason, the Purchasing Manager has the prerogative of rescheduling the Bid opening time and date. No Bid will be considered above all other Bids by having met the Bid opening time and date requirements to the exclusion of those who were unable to present their Bid due to a situation severe enough to cause the Board of County Commissioners to close the County offices.

## **22. MODIFICATIONS/WITHDRAWAL OF BIDS**

- 22.1. MODIFICATIONS TO BIDS. Bids may only be modified in the form of a written notice on Contractor letterhead and must be received prior to the time and date set for the 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.

### **22.2. WITHDRAWAL OF BIDS**

- 22.2.1. Bids may be withdrawn in the form of a written notice on Contractor letterhead and must be received prior to the time and date set for the opening of Bids. Any withdrawal of a Bid submitted to Adams County 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.

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

## **23. REJECTION OF BIDS**

- 23.1. REJECTION OF BIDS. The County may, at its sole and absolute discretion:

- 23.1.1. Reject any and all, or parts of any or all, Bids submitted by prospective Contractors;

- 23.1.2. Re-advertise this Solicitation;

- 23.1.3. Postpone or cancel the process;

- 23.1.4. Waive any irregularities in the Bids received in conjunction with this Solicitation; and/or
- 23.2. REJECTION OF A PARTICULAR BID. In addition to any reason identified above, the County may reject a Bid under any of the following conditions:
- 23.2.1. The Contractor misstates or conceals any material fact in its Bid Response;
- 23.2.2. The Contractor's Bid does not strictly conform to the law or the requirements of the Solicitation;
- 23.2.3. The Bid expressly requires or implies a conditional award that conflicts with the method of award stipulated in the Solicitation;
- 23.2.4. The Bid does not include documents, including, but not limited to, certificates, licenses, and/or samples, which are required for submission with the Bid in accordance with the Solicitation; and/or
- 23.2.5. The Bid has not been executed by the Contractor through an authorized signature on the Contractor's Statement.
- 23.3. The County reserves the right to waive any irregularities or informalities, and the right to accept or reject any and all bids.

#### **24. ELIMINATION FROM CONSIDERATION**

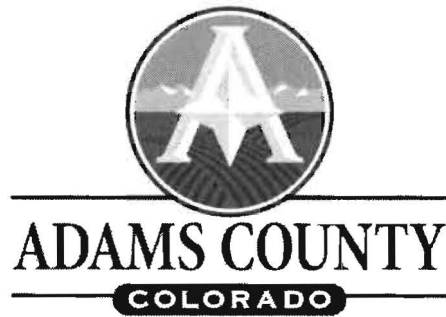
- 24.1. A Bid may not be accepted from, nor any Agreement be awarded to, any person or firm which is in arrears to the County upon any debt or Agreement or which is a defaulter as surety or otherwise upon any obligation to the County.
- 24.2. A Bid may not be accepted from, nor any Agreement awarded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

25. 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 Bid if the evidence submitted by, or investigation of, such Contractor fails to satisfy the County that such Contractor is properly qualified to carry out the obligations of the Agreement and to complete the work contemplated therein. Conditional Bids will not be accepted.

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

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

**INVITATION FOR BID #2018.540**  
**SPECIFICATIONS/SCOPE OF WORK**

---

**I. SPECIFICATIONS/SCOPE OF WORK**

Adams County (County) is seeking responses from qualified vendors to provide Automated Teller Machines (ATM) to various locations within Adams County Government buildings.

- 1.1. Equipment: Contractor owns automated teller machines ("ATM") and owns or has the right to utilize all software needed for the operation of the ATM. The County agrees that Contractor may install, operate and maintain its ATM at the County's premises in an indoor location or locations as mutually agreed and as identified below and/or in Exhibit 1 attached hereto (the "Premises"). The County shall provided such space for the ATM as is necessary to enable customers to have unobstructed access to the ATM and for maintenance and servicing of the ATM.
- 1.2. Availability: The County agrees that the ATM shall at all times remain available for use by the County's customers during the County's normal business hours for the term of this Agreement. Contractor reserves the right to schedule reasonable downtime to accomplish necessary maintenance or system improvements, not to exceed five percent (5%) of available time each calendar month.
- 1.3. Transaction Fee: Neither party shall be liable to the other for any fees related to any transaction made on the ATM.
- 1.4. Transaction Surcharge: Subject to applicable law or processor/network rules, Contractor will impose a transaction surcharge fee on ATM transactions. Contractor and the County agree that an initial transaction surcharge fee to be imposed for each transaction at the ATM will be as identified below. In no event will the County be Liable for any transaction surcharge fees on any ATM transactions.
- 1.5. Installation/Training: Contractor agrees to ship and install the ATM. The ATM shall be and remain the sole property of Contractor. The County shall execute and deliver upon request documentation to put third parties on notice of Contractor's interest in the ATM. Normal installation will include securing the ATM to the floor with bolts as recommended by the manufacturer (unless otherwise requested by the County). The County acknowledges that such installation is not intended to guarantee or protect the ATM or its contents against forced removal or theft. Additional security devices may be purchased from Contractor for an additional cost. In no event will the County be responsible for any theft, loss or damage to the ATM.

- 1.6. Maintenance/Repair: Contractor will arrange for necessary servicing and repair of the ATM. In the event of an ATM failure, damage or other problem requiring repair, replacement, adjustment or maintenance, the County shall notify Contractor or a person designated by Contractor within twenty-four (24) hours of first becoming aware of such failure or problem. The County will not permit anyone, other than an authorized representative or designee of Contractor, to perform any service or repair work on the ATM without Contractor's prior written approval. Contractor or its representatives shall at any reasonable time and at all times during business hours have the right to enter into and upon the Premises for the purpose of inspecting, repairing, maintaining or upgrading the ATM and observing its use. The County will be solely responsible for ensuring that the area surrounding the ATM complies with the Americans with Disabilities Act or any similar law. The County shall clean the exterior of the ATM on a periodic basis and shall maintain the space surrounding the ATM in a safe, neat and orderly condition. The County shall not be responsible for the maintenance or repair costs.
- 1.7. Processing Services: Contractor agrees to provide, and the County agrees to utilize exclusively during the term of this Agreement, such data processing services as Contractor selects to process all ATM transactions. Contractor may add, delete or change ATM network affiliations as it deems appropriate in its discretion. The County agrees to accurately complete all of the necessary documentation reasonably required by Contractor or its processor to facilitate the implementation and delivery of such processing, settlement, automated clearing house and other services. Certain electronic monitoring and remote programming services provided by the processor may be offered to the County at an additional cost.
- 1.8. Inventory Requirements: Contractor shall provide all inventory items for the ATM. The County will not be responsible for any inventory items.
- 1.9. Pone & Electrical Requirements: The County shall, at its expense, provide and maintain a dedicated business dial-up telephone line and one() operating electrical power outlet on a dedicated (with no other equipment powered by the same circuit breaker in the power panel), grounded circuit (110V) both within 2 feet of the ATM site. Unless otherwise agreed in writing, Contractor shall pay for monthly charges incurred in connection with such telephone lines and the County shall pay for monthly electrical power usage necessary to operate the ATM and related signage.
- 1.10. Branding/Advertising: Contractor shall have the exclusive right to place such brand names or marks ("Brands"), and provide advertising on the ATM ("Advertising Service") and other expanded ATM services ("Advanced Functions"). The County shall have the right to require removal by Contractor of any advertising that the County, in its sole discretion, deems inappropriate for display at the location. Upon the County's request, Contractor shall remove immediately any such advertising deemed inappropriate by the County. In addition, because of the security concerns at the locations, Contractor or any entity affiliated with Contractor shall not be permitted to include the location as the site of an ATM in any advertising materials or lists of any kind available to the general public. The County will not be entitled to any revenues that result from such ancillary functions. The County will not place any Brands or provide Advertising Service or Advanced Function on or through the ATM without the prior written consent of Contractor. Contractor's exclusive right to place Brands and provide Advertising Service on the ATM include, but are not limited to, rights to all front, back, top and side panels

of the ATM, the ATM receipt paper, all video display screens on the ATM, any ATM audio devices, and all other ATM surfaces. Contractor or its representative may at any reasonable time and at all times during business hours enter the Premises for the purpose of updating, changing and maintaining the Brands or any Advertising Service on the ATM or enabling the ATM to provide Advertising Services or Advanced Functions. Notwithstanding the above, the County may generate and offer coupons on the ATM receipt paper and use the ATM transaction video monitor for its own advertising purposes, provided that the Contractor will have the exclusive use of no less than three (3) of the available, programmable "screens" displayed through the ATM transaction video monitor to offer such Branding and Advertising Service or Advanced Function as Contractor selects in its sole discretion, and Contractor will have the exclusive use of any additional video monitors on the ATM.

1.11. Locations: See Pricing form for locations

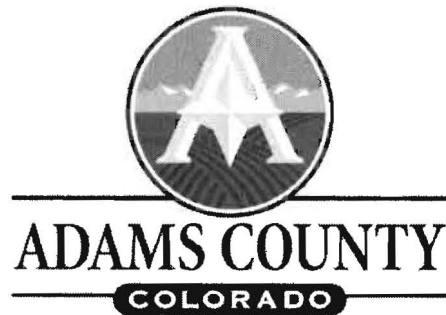
## **II. RESPONSE FORMAT**

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 BIDS: Two (2) hardcopies (to include one (1) ORIGINAL), and one (1) electronic (USB or CD PDF document) 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.

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

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

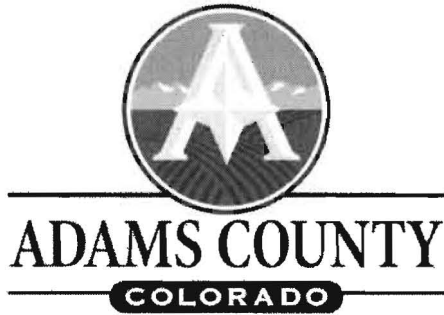
INVITATION FOR BID #2018.540

**PRICING FORM**

COMPANY NAME: \_\_\_\_\_

**ATM Locations and Surcharges by Location:**

Location Description	Address	City	State	Surcharge per Transaction
Adams County Detention	150 N. 19 <sup>th</sup> Ave	Brighton	Co	\$
Adams County Judicial	1100 Judicial Center Dr.	Brighton	Co	\$
Adams County DMV Northridge	1865 W. 121 <sup>st</sup> . Ave #601	Westminster	Co	\$
Adams County DMV Commerce City	4201 E. 72 <sup>nd</sup> Ave	Commerce City	Co	\$
Adams County DMV Brighton	4430 South Adams County Parkway	Brighton	Co	\$
Adams County Government Center Café	4430 South Adams County Parkway	Brighton	Co	\$
Adams County DMV Aurora	3449 N. Chambers Rd.	Aurora	Co	\$
Adams County DMV Westminster	8452 Federal Blvd.	Westminster	Co	\$
Front Range Airport	5200 Front Range Parkway	Watkins	Co	\$
Adams County Fair/Mobile	9755 Henderson Rd.	Brighton	Co	\$

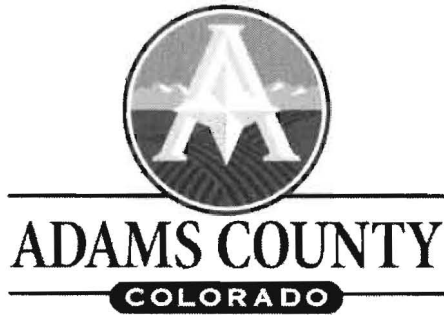


Adams County Finance Department  
Purchasing Division  
4430 S Adams County Parkway  
Brighton, Colorado 80601

**INVITATION FOR BID #2018.540**  
**SUBMISSION CHECK LIST**

**SUBMISSION:** It is imperative you address your submittal envelope as noted in the Bid Instructions.

Does your Bid comply with all the terms and conditions of this Solicitation?	<b>YES</b>	<b>NO</b>
Requirements met and response included?	<b>YES</b>	<b>NO</b>
May any other governmental entity avail itself of this Agreement and purchase any and all items specified?	<b>YES</b>	<b>NO</b>
Have all Addendums been acknowledged, a duly authorized agent signature obtained, and enclosed on the Contractors Statement?	<b>YES</b>	<b>NO</b>
Original and the number of copies specified enclosed including electronic copy?	<b>YES</b>	<b>NO</b>
Contractor Certification of Compliance signed and enclosed?	<b>YES</b>	<b>NO</b>



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

**INVITATION FOR BID**  
**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  
Attn: Shawn Hartmann  
Contract Specialist II  
IFB-SPH-2018.540  
4430 South Adams County Parkway  
Brighton, CO 80601

Email to: SHARTMANN@ADCOGOV.ORG

Specifications too "strict" (i.e. geared toward one brand or manufacturer only). Please explain.  
Use additional page, if needed.

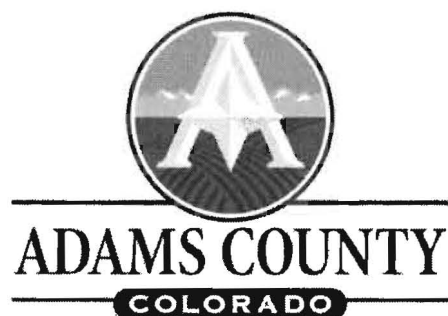
Specifications are unclear. Please explain.

- ☐ 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		Fax
Address:	City/State	Zip Code
Contact Person	Title	Phone
Printed Name	Title	Date
Address	City/State	Zip Code
Email Address		



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

**INVITATION FOR BID  
CONTRACTOR'S CERTIFICATION  
OF COMPLIANCE**

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

---

Contractor Name

---

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 S Adams County Parkway  
Brighton, Colorado 80601

**INVITATION FOR BID #2018.540**  
**CONTRACTOR'S STATEMENT**

Pursuant to 2 C.F.R. Part 200 Subpart C 200.213, Contractor certifies that they are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency, and has 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 \_\_\_\_\_

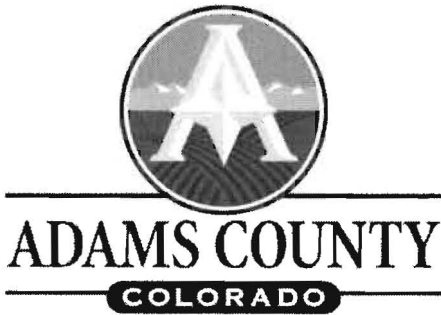
Title \_\_\_\_\_

Address \_\_\_\_\_

City, State, Zip Code \_\_\_\_\_ County \_\_\_\_\_

Telephone \_\_\_\_\_ Fax \_\_\_\_\_

Email \_\_\_\_\_



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

**INVITATION FOR BID  
REFERENCE FORM**

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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

**Company Name**

Address

Reference Name

Reference Email Address

Telephone Number

**Company Name**

Address

Reference Name

Reference Email Address

Telephone Number

---

**ADAMS COUNTY  
PROFESSIONAL SERVICE AGREEMENT  
AUTOMATED TELLER MACHINE (ATM) SERVICES**

THIS AGREEMENT ("Agreement") is made this \_\_\_\_ day of \_\_\_\_\_ 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 Company Name, located at Address123, hereinafter referred to as the "Contractor." The County and the Contractor may be collectively referred to herein as the "Parties."

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

**1. SERVICES OF THE CONTRACTOR:**

- 1.1. All work shall be in accordance with the attached IFB xxxxx and the Contractor's response to the IFB 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.
- 1.3. Equipment: Contractor owns automated teller machines ("ATM") and owns or has the right to utilize all software needed for the operation of the ATM. The County agrees that Contractor may install, operate and maintain its ATM at the County's premises in an indoor location or locations as mutually agreed and as identified below and/or in Exhibit 1 attached hereto (the "Premises"). The County shall provided such space for the ATM as is necessary to enable customers to have unobstructed access to the ATM and for maintenance and servicing of the ATM.
- 1.4. Availability: The County agrees that the ATM shall at all times remain available for use by the County's customers during the County's normal business hours for the term of this Agreement. Contractor reserves the right to schedule reasonable downtime to accomplish necessary maintenance or system improvements, not to exceed five percent (5%) of available time each calendar month.

1.5. Transaction Fee: Neither party shall be liable to the other for any fees related to any transaction made on the ATM.

1.6. Transaction Surcharge: Subject to applicable law or processor/network rules, Contractor will impose a transaction surcharge fee on ATM transactions. Contractor and the County agree that an initial transaction surcharge fee to be imposed for each transaction at the ATM will be as identified below. In no event will the County be Liable for any transaction surcharge fees on any ATM transactions.

1.7. ATM Locations and Surcharges by Location:

Location Description	Address	City	State	Surcharge per Transaction
Adams County Detention	150 N. 19 <sup>th</sup> Ave	Brighton	Co	\$
Adams County Judicial	1100 Judicial Center Dr.	Brighton	Co	\$
Adams County DMV	12200 North Pecos St	Westminster	Co	\$
Adams County DMV Commerce City	4201 E. 72 <sup>nd</sup> Ave	Commerce City	Co	\$
Adams County DMV Brighton	4430 South Adams County Parkway	Brighton	Co	\$
Adams County Government Center Café	4430 South Adams County Parkway	Brighton	Co	\$
Adams County DMV Aurora	3449 N. Chambers Rd.	Aurora	Co	\$
Adams County DMV Westminster	8452 Federal Blvd.	Westminster	Co	\$
Front Range Airport	5200 Front Range Parkway	Watkins	Co	\$
Adams County Fair/Mobile	9755 Henderson Rd.	Brighton	Co	\$

1.8. Installation/Training: Contractor agrees to ship and install the ATM. The ATM shall be and remain the sole property of Contractor. The County shall execute and deliver upon request documentation to put third parties on notice of Contractor's interest in the ATM. Normal installation will include securing the ATM to the floor with bolts as recommended by the manufacturer (unless otherwise requested by the County). The County acknowledges that such installation is not intended to guarantee or protect the ATM or its contents against forced removal or theft. Additional security devices may be purchased from Contractor for an additional cost. In no event will the County be responsible for any theft, loss or damage to the ATM.

- 1.9. Maintenance/Repair: Contractor will arrange for necessary servicing and repair of the ATM. In the event of an ATM failure, damage or other problem requiring repair, replacement, adjustment or maintenance, the County shall notify Contractor or a person designated by Contractor within twenty-four (24) hours of first becoming aware of such failure or problem. The County will not permit anyone, other than an authorized representative or designee of Contractor, to perform any service or repair work on the ATM without Contractor's prior written approval. Contractor or its representatives shall at any reasonable time and at all times during business hours have the right to enter into and upon the Premises for the purpose of inspecting, repairing, maintaining or upgrading the ATM and observing its use. The County will be solely responsible for ensuring that the area surrounding the ATM complies with the Americans with Disabilities Act or any similar law. The County shall clean the exterior of the ATM on a periodic basis and shall maintain the space surrounding the ATM in a safe, neat and orderly condition. The County shall not be responsible for the maintenance or repair costs.
- 1.10. Processing Services: Contractor agrees to provide, and the County agrees to utilize exclusively during the term of this Agreement, such data processing services as Contractor selects to process all ATM transactions. Contractor may add, delete or change ATM network affiliations as it deems appropriate in its discretion. The County agrees to accurately complete all of the necessary documentation reasonably required by Contractor or its processor to facilitate the implementation and delivery of such processing, settlement, automated clearing house and other services. Certain electronic monitoring and remote programming services provided by the processor may be offered to the County at an additional cost.
- 1.11. Inventory Requirements: Contractor shall provide all inventory items for the ATM. The County will not be responsible for any inventory items.
- 1.12. Pone & Electrical Requirements: The County shall, at its expense, provide and maintain a dedicated business dial-up telephone line and one() operating electrical power outlet on a dedicated (with no other equipment powered by the same circuit breaker in the power panel), grounded circuit (110V) both within 2 feet of the ATM site. Unless otherwise agreed in writing, Contractor shall pay for monthly charges incurred in connection with such telephone lines and the County shall pay for monthly electrical power usage necessary to operate the ATM and related signage.
- 1.13. Branding/Advertising: Contractor shall have the exclusive right to place such brand names or marks ("Brands"), and provide advertising on the ATM ("Advertising Service") and other expanded ATM services ("Advanced Functions"). The County shall have the right to require removal by Contractor of any advertising that the County, in its sole discretion, deems inappropriate for display at the location. Upon the County's request, Contractor shall remove immediately any such advertising deemed inappropriate by the County. In addition, because of the security concerns at the locations, Contractor or any

entity affiliated with Contractor shall not be permitted to include the location as the site of an ATM in any advertising materials or lists of any kind available to the general public. The County will not be entitled to any revenues that result from such ancillary functions. The County will not place any Brands or provide Advertising Service or Advanced Function on or through the ATM without the prior written consent of Contractor. Contractor's exclusive right to place Brands and provide Advertising Service on the ATM include, but are not limited to, rights to all front, back, top and side panels of the ATM, the ATM receipt paper, all video display screens on the ATM, any ATM audio devices, and all other ATM surfaces. Contractor or its representative may at any reasonable time and at all times during business hours enter the Premises for the purpose of updating, changing and maintaining the Brands or any Advertising Service on the ATM or enabling the ATM to provide Advertising Services or Advanced Functions. Notwithstanding the above, the County may generate and offer coupons on the ATM receipt paper and use the ATM transaction video monitor for its own advertising purposes, provided that the Contractor will have the exclusive use of no less than three (3) of the available, programmable "screens" displayed through the ATM transaction video monitor to offer such Branding and Advertising Service or Advanced Function as Contractor selects in its sole discretion, and Contractor will have the exclusive use of any additional video monitors on the ATM.

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 five (5) years from date of agreement execution above.

- 3.2. **Renewal Option:** The County, at its sole option, may offer to renew this Agreement as necessary for up to five, 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: [insert total amount of contract]

- 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.
- 8.9. The County agrees to protect the ATM from damage, loss, theft or destruction. Unless otherwise agreed in writing, the County shall provide and maintain property insurance against loss, theft, damage or destruction of the ATM in an amount not less than the full replacement value of the ATM. The County waives any rights of recovery against Contractor or its processing providers arising from such loss, theft damage or destruction. The insurance policy shall be endorsed to name Contractor as an additional loss payee and shall provide for notification to Contractor of cancellation. The County shall provide Contractor with evidence of such insurance prior to installation of the ATM. The County is solely responsible for providing security against theft at the Premises and Contractor shall have no liability to the County in the event of theft or damage. Contractor is providing cash, all cash kept in the ATM shall be the property of the Contractor and the Contractor shall carry the liability in the event of theft or damage. The Contractor is providing all the cash kept in the A TM and shall be the property of the Contractor and, the County shall not bear the risk of loss if any cash is stolen or otherwise lost or destroyed.

## **7. DAMAGES ARISING FROM BREACH OF PERFORMANCE OBLIGATIONS**

- 7.1. 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.

## **8. WARRANTY:**

- 8.1. 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.

**9. TERMINATION:**

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

**10. MUTUAL UNDERSTANDINGS:**

- 10.1. Jurisdiction and Venue: The laws of the State of Colorado shall govern as to the interpretation, validity, and effect of this Agreement. The parties agree that jurisdiction and venue for any disputes arising under this Agreement shall be with Adams County, Colorado.
- 10.2. Compliance with Laws: During the performance of this Agreement, the Contractor agrees to strictly adhere to all applicable federal, state, and local laws, rules and regulations, including all licensing and permit requirements. The parties hereto aver that they are familiar with § 18-8-301, et seq., C.R.S. (Bribery and Corrupt Influences), as amended, and § 18-8-401, et seq., C.R.S. (Abuse of Public Office), as amended, , 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).
- 10.3. OSHA: The Contractor shall comply with the requirements of the Occupational Safety and Health Act (OSHA) and shall review and comply with the County's safety regulations while on any County property. Failure to comply with any applicable federal, state or local law, rule, or regulation shall give the County the right to terminate this agreement for cause.

- 10.4. Record Retention: The Contractor shall maintain records and documentation of the services provided under this Agreement, including fiscal records, and shall retain the records for a period of three (3) years from the date this Agreement is terminated. Said records and documents shall be subject at all reasonable times to inspection, review, or audit by authorized Federal, State, or County personnel.
- 10.5. Assignability: Neither this Agreement, nor any rights hereunder, in whole or in part, shall be assignable or otherwise transferable by the Contractor without the prior written consent of the County.
- 10.6. Waiver: Waiver of strict performance or the breach of any provision of this Agreement shall not be deemed a waiver, nor shall it prejudice the waiving party's right to require strict performance of the same provision, or any other provision in the future, unless such waiver has rendered future performance commercially impossible.
- 10.7. Force Majeure: Neither party shall be liable for any delay or failure to perform its obligations hereunder to the extent that such delay or failure is caused by a force or event beyond the control of such party including, without limitation, war, embargoes, strikes, governmental restrictions, riots, fires, floods, earthquakes, or other acts of God.
- 10.8. Notice: Any notices given under this Agreement are deemed to have been received and to be effective:
- 1) Three (3) days after the same shall have been mailed by certified mail, return receipt requested;
  - 2) Immediately upon hand delivery; or
  - 3) Immediately upon receipt of confirmation that an 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 Purchasing  
Contact: Shawn Hartmann  
Address: 4430 South Adams County Parkway  
City, State, Zip: Brighton, Colorado 80601  
Phone: 720.523.6279  
E-mail: Shartmann@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: Winner123  
Contact:  
Address:

City, State, Zip:

Phone:

E-mail:

- 10.9. Integration of Understanding: This Agreement contains the entire understanding of the parties hereto and neither it, nor the rights and obligations hereunder, may be changed, modified, or waived except by an instrument in writing that is signed by the parties hereto.
- 10.10. Severability: If any provision of this Agreement is determined to be unenforceable or invalid for any reason, the remainder of this Agreement shall remain in effect, unless otherwise terminated in accordance with the terms contained herein.
- 10.11. Authorization: Each party represents and warrants that it has the power and ability to enter into this Agreement, to grant the rights granted herein, and to perform the duties and obligations herein described.
- 10.12. 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.

#### **11. AMENDMENTS, CHANGE ORDERS OR EXTENSIONS:**

- 11.1. 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.
- 11.2. Extensions: The County may, upon mutual written agreement by the parties, extend the time of completion of services to be performed by the Contractor.

#### **12. COMPLIANCE WITH C.R.S. § 8-17.5-101, ET. SEQ. AS AMENDED 5/13/08:**

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

- 12.1. The Contractor shall certify participation in the E-Verify Program (the electronic employment verification program that is authorized in 8 U.S.C. § 1324a and jointly administered by the United States Department of Homeland Security and the Social Security Administration, or its successor program) or the Department Program (the employment verification program established by the

Colorado Department of Labor and Employment pursuant to C.R.S. § 8-17.5-102(5)) on the attached certification.

- 12.2. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.
- 12.3. The Contractor shall not enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.
- 12.4. At the time of signing this public contract for services, the Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this public contract for services through participation in either the E-Verify Program or the Department Program.
- 12.5. The Contractor shall not use either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this public contract for services is being performed.

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

REMAINDER OF THIS PAGE 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 \_\_\_\_\_, 2018,

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

**Addendum #1  
2018.540**

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## **Automated Teller Machine (ATM) Services**

**All documents and Addendum related to this RFP  
will be posted on the Rocky Mountain Bid System at:  
<http://www.rockymountainbidsystem.com/Bids/ViewOpenSolicitations.asp>**

**Proposal Opening Date: 01/11/2018  
Time: 2:00 PM**

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



## **Automated Teller Machine (ATM) Services - RFP#2018.540**

**Q: Is the term 5yr or 1yr?**

**A:** *The term on the sample agreement is 5year, that is what the County is looking to contract for.*

**Q: Is personal vehicular insurance acceptable?**

**A:** *Personal insurance will not cover if a machine randomly catches fire or otherwise harms the building it is located within.*

**Q: Are there machines currently installed at the locations listed?**

**A:** *Yes*

**Q: What is the requirement for the Fair/Mobile location?**

**A:** *The County hosts a fair once a year for about a week, during that time we would ask that a portable ATM be furnished.*

**Q: Standard in the Industry is a \$200 limit per transaction. Is that acceptable?**

**A:** *The County will leave the transaction limitations up to the vendor.*

**Q: Do you have transaction/volume data on each location?**

**A:** *The County is working to obtain this information and will reply in addendum # 2 once we have it.*

**Addendum #2**  
**2018.540**

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**Automated Teller Machine (ATM) Services**

**All documents and Addendum related to this RFP  
will be posted on the Rocky Mountain Bid System at:**  
<http://www.rockymountainbidsystem.com/Bids/ViewOpenSolicitations.asp>

**Proposal Opening Date: 01/11/2018**  
**Time: 2:00 PM**

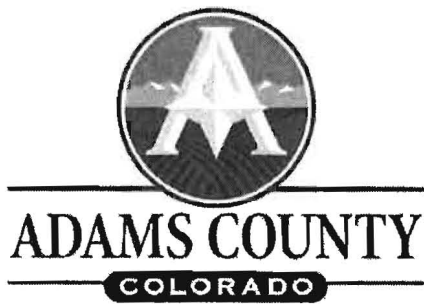
**Location: Adams County Government Center**  
**4430 South Adams County Parkway**  
**4<sup>th</sup> Floor, C4000A**  
**Brighton, CO 80601**



## Automated Teller Machine (ATM) Services - RFP#2018.540

### Transaction History

	A	C	E	H	K
		2015	2016	2017	2018
		TRANSACTION	TRANSACTION	TRANSACTION	TRANSACTION
		S	S	S	S
Location					
Westminster DMV		2,378	1,578	1274	1154
ADCO Main DMV		1,801	1,661	1009	975
ADCO Café		709	778	705	607
Commerce City		1,764	1,338	1067	967
ADCO Judicial		1,498	1,206	1010	928
North Pecos DMV		1,448	1,453	1157	1016
Aurora DMV		1,110	987	815	693
ADCO Detention		831	877	1046	1002
Exhibit Hall- Fairgrounds		948	370	831	696
Waymire- Fairgrounds		404	876	567	464
Extra Fair		1,286	1,011	510	1264
Front Range Airport		0		5	176
		<b>14,177</b>	<b>12,135</b>	<b>9,996</b>	<b>9,942</b>



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

**INVITATION FOR BID (IFB)  
COVER SHEET**

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IFB Issue Date:	December 13, 2018
IFB Number:	IFB-SPH-2018.540
IFB Title:	<b>AUTOMATED TELLER MACHINE (ATM) SERVICES</b>
IFB Questions Due:	December 28, 2018 by 3:30p.m., MT Addenda by January 4, 2019
Bid Due Date:	January 11, 2019, 2:00 pm MT, Our Clock
Bid will be received at:	4430 South Adams County Parkway, Front Lobby Brighton, CO 80601
For additional information please contact:	Shawn Hartmann, Contract Specialist II 720.523.6279
Email Address:	Shartmann@adcogov.org
Documents included in this package:	Bid Instructions General Terms and Conditions Specifications/ Scope of Work Pricing Form Submission Check List Statement of No Bid Contractor's Certificate of Compliance Contractor's Statement Reference Form Attachment A – Sample Agreement

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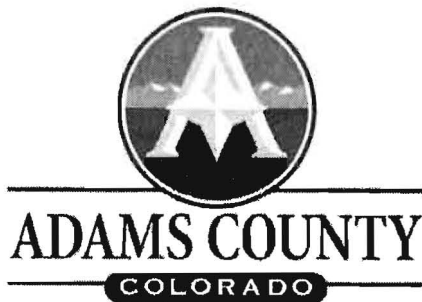
Commercial Union ATM is a family owned and operated business in the Denver area, specializing in the placement and services of ATM machines. We have been in business for 20 years, working in the private, as well as the public sectors. If our company is awarded this bid, we will provide the following services to Adams County:

- Place an ATM machine at all locations. All machines will be ADA accessible, as well as credit card chip compliant. We will install and secure all ATM machines. I have included a picture and spec sheet of an ATM that will be used.
- All of our ATM machines are monitored via the internet. This application ensures quick response to all malfunctions and monetary needs. Our business model of using all the same type of ATM's allows us to remedy mechanical errors promptly.
- We do have several local government contracts. This may be a cost benefit to the public, when awarding the bid.
- As stated in the bid, the surcharges will be set by the Adams County and the award winner. Commercial Union ATM of Arvada needs \$2.10 per transaction to do business. That means that any amount over the \$2.10 per transaction will go directly to Adams County. As far as mobile events, the amount needed by Commercial Union ATM of Arvada is \$2.60 per transaction. Therefore I encourage Adams County to charge \$2.50 - \$2.75 per transaction for daily transactions and \$3.00 per transaction for special mobile events. Our philosophy will also be stated on the

surcharge page of the bid. These amounts and surcharges are also in line with other municipalities and cities surrounding your area.

- Adams County will not be liable for the cash or the machine at any location. If we are awarded the bid, Commercial Union ATM of Arvada is prepared to provide general and vehicle liability certificates, in the amounts requested.
- Commercial Union ATM of Arvada will be responsible for: providing and filling machines with appropriate monies, processing of transactions, as well as, any materials needed to operate the ATM.
- Any advertising or branding of the machines, will be at the discretion of Adams county and Commercial Union ATM of Arvada. We do have branding agreements at Coors Field, Aurora Credit Union, and Jefferson County.

In closing, we appreciate the opportunity to submit our bid for ATM work in Adams County. As outlined above we are proud of our past accomplishments and welcome your review of our referrals. Our references include, but are not limited to the following: Coors Field, National Western Stock Show, Jefferson County Schools and Government, Foothills Park and Recreation, and City of Thornton.



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

**INVITATION FOR BID #2018.540**  
**PRICING FORM**

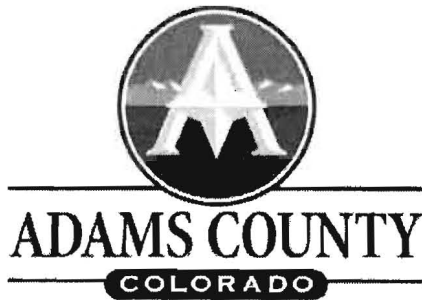
COMPANY NAME: Commercial Union ATM of Arvada

**ATM Locations and Surcharges by Location:**

Location Description	Address	City	State	Surcharge per Transaction
Adams County Detention	150 N. 19 <sup>th</sup> Ave	Brighton	Co	\$ 2.50
Adams County Judicial	1100 Judicial Center Dr.	Brighton	Co	\$ 2.50
Adams County DMV Northridge	1865 W. 121 <sup>st</sup> Ave #601	Westminster	Co	\$ 2.50
Adams County DMV Commerce City	4201 E. 72 <sup>nd</sup> Ave	Commerce City	Co	\$ 2.50
Adams County DMV Brighton	4430 South Adams County Parkway	Brighton	Co	\$ 2.50
Adams County Government Center Café	4430 South Adams County Parkway	Brighton	Co	\$ 2.50
Adams County DMV Aurora	3449 N. Chambers Rd.	Aurora	Co	\$ 2.50
Adams County DMV Westminster	8452 Federal Blvd.	Westminster	Co	\$ 2.50
Front Range Airport	5200 Front Range Parkway	Watkins	Co	\$ 2.50
Adams County Fair/Mobile	9755 Henderson Rd.	Brighton	Co	\$ 2.50

\* Adams County Fair: \$3<sup>00</sup> Surcharge.

\* Our philosophy is outlined in the body of the bid. Surcharges are dependent on Adams County.

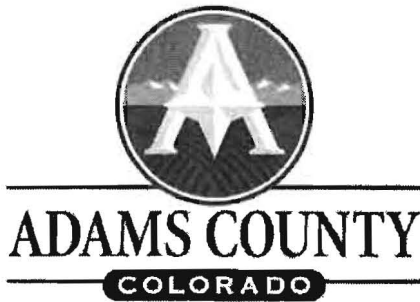


Adams County Finance Department  
Purchasing Division  
4430 S Adams County Parkway  
Brighton, Colorado 80601

**INVITATION FOR BID #2018.540**  
**SUBMISSION CHECK LIST**

**SUBMISSION:** It is imperative you address your submittal envelope as noted in the Bid Instructions.

Does your Bid comply with all the terms and conditions of this Solicitation?	<input checked="" type="radio"/> YES	<input type="radio"/> NO
Requirements met and response included?	<input checked="" type="radio"/> YES	<input type="radio"/> NO
May any other governmental entity avail itself of this Agreement and purchase any and all items specified?	<input checked="" type="radio"/> YES	<input type="radio"/> NO
Have all Addendums been acknowledged, a duly authorized agent signature obtained, and enclosed on the Contractors Statement?	<input checked="" type="radio"/> YES	<input type="radio"/> NO
Original and the number of copies specified enclosed including electronic copy?	<input checked="" type="radio"/> YES	<input type="radio"/> NO
Contractor Certification of Compliance signed and enclosed?	<input checked="" type="radio"/> YES	<input type="radio"/> NO



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

INVITATION FOR BID  
CONTRACTOR'S CERTIFICATION  
OF COMPLIANCE

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

Michael W. Kramer

Contractor Name

Michael W. Kramer

Printed or Typed Name

Michael W. Kramer

Signature

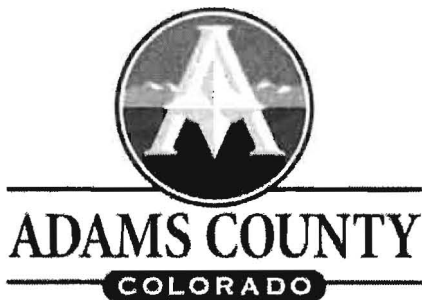
PARTNER - Commercial Union ATM OF Arvada

Title

12-17-18

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 S Adams County Parkway  
Brighton, Colorado 80601

INVITATION FOR BID #2018.540  
CONTRACTOR'S STATEMENT

Pursuant to 2 C.F.R. Part 200 Subpart C 200.213, Contractor certifies that they are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency, and has 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

Commercial Union ATM of Arvada 12-17-18  
Contractor Name Date

Michael W. Kramer Michael W. KRAMER  
Signature Printed Name

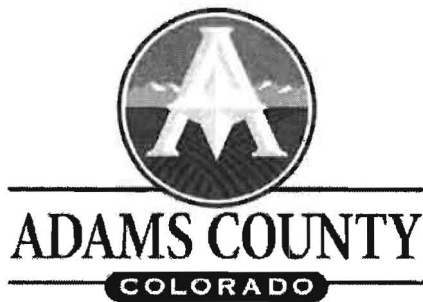
PARTNER  
Title

P.O. Box 1392  
Address

Arvada, CO 80002-1392 Jefferson  
City, State, Zip Code County

720-299-7004 N/A  
Telephone Fax

MIKEKRAMER14@gmail.com  
Email



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

INVITATION FOR BID  
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 National Western STOCK SHOW

Address 4655 Humbolt st

Reference Name Kyle Baun

Reference Email Address KBAUN@Nationwestern.COM

Telephone Number 720-291-5150

Company Name Colorado Rockies Baseball

Address 2001 Blake st

Reference Name MATT STACK

Reference Email Address MATT.STACK@Rockies.com

Telephone Number 303-885-4437

Company Name City of Thornton

Address 11151 Colorado Blvd

Reference Name Chris Steinke

Reference Email Address Chris.steinke@cityofthornton.net

Telephone Number 720-977-5939 / 720-244-0992

\* We do a great deal of outside mobile events for the city of Thornton. Chris stanke is my contact.

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[G2500 Series](#)  
[G2500P Series](#)  
[GT3000 Series](#)  
[GT5000 Series](#)  
[Onyx Series](#)  
[Onyx-P](#)  
[Onyx-W](#)  
[Onyx-W 2K](#)  
[C6000 Series](#)  
[C6000P Series](#)

**ATM/KIOSK**

[G6000 Series](#)

**KIOSK**

[GX1000 Series](#)  
[Universal Kiosk](#)

**Adding flexibility to your business**[Overview](#)[Features](#)[Specifications](#)[Download](#)

Genmega Introduces the G2500 series ATM.

Designed for retail and off-premise locations, the G2500 comes loaded with all the features you expect, and also provides additional hardware configuration choices allowing you to custom fit each machine to the needs of your customer or location.

The G2500 comes standard with an 8" high-resolution wide-screen LCD, which can be upgraded to a 10.2" touch screen. The receipt printer can also be upgraded to a 3" graphics-capable for custom branding or coupons. The integrated topper can also be paired with a selection of energy-efficient LED toppers to add visual impact and attract customers.

In addition to the fixed, removable and multi cash cassette dispenser options offered by Genmega, the G2500 can also support cash dispensers from other equipment suppliers, providing more flexibility and upgrade options for existing deployments.

**Genmega G2500**

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[G2500 Series](#)  
[G2500P Series](#)  
[GT3000 Series](#)  
[GT5000 Series](#)  
[Onyx Series](#)  
[Onyx-P](#)  
[Onyx-W](#)  
[Onyx-W 2K](#)  
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**ATM/KIOSK**

[G6000 Series](#)

**KIOSK**

[GK1000 Series](#)  
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**Adding flexibility to your business**[Overview](#) [Features](#) [Specifications](#) [Download](#)**Dimensions**

Height = 56.3"  
Width = 15.8"  
Depth = 22.3"  
Weight = 222 lbs (Without cash dispenser)

**Power Requirements**

110/220 VAC  $\pm 10\%$ , 50/60 Hz, 145 Watts

**Temperature Requirements**

In storage: 32°F - 104°F (0°C ~ 49°C)  
While operating: 45°F - 95°F (5°C ~ 35°C)

**Allowable Humidity**

In storage : 10% < RH < 90%, non-condensed  
While operating : 15% < RH < 85%, non-condensed

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