

**ADAMS COUNTY, COLORADO
PURCHASE OF SERVICE AGREEMENT**

THIS AGREEMENT ("Agreement") is made this 13 day of November 2013, 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 **THE JOHNSON CONSULTING COMPANIES, INC.**, located at 2042 Glencoe Street, Denver, Colorado 80207, hereinafter referred to as the "Contractor." The County and the Contractor may be collectively referred to herein as the "Parties".

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

1. SERVICES OF THE CONTRACTOR:

1.1. All work shall be in accordance with the attached **RFP 2013.143** as **Exhibit A** and the Contractor's response to the RFP 2013.143 attached hereto as **Attachments A1-A3**, and incorporated herein by reference. Should there be any discrepancy between **Attachments A1-A3** and this Agreement the terms and conditions of this Agreement shall prevail.

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 initial term of this Agreement shall be for one (1) year from the date of execution by Adams County Board of County Commissioners, unless sooner terminated as specified elsewhere herein.

3.2. Extension Options: The County, at its sole option, may offer to extend this Agreement as necessary for up to two (2), one (1) year extensions providing satisfactory service is given and all terms and conditions of this Agreement have been fulfilled. Such extensions must be mutually agreed upon in writing by the County and the Contractor, and approved by the Adams County Board of County Commissioners.

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 **thirty-five thousand dollars and no cents** (\$35,000.00), in accordance with the attached fee schedule reference in **Attachment A1** for the initial year.

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:** 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. 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 Contractors who are performing services under this Agreement as professionals licensed under the laws of the State of Colorado, such as physicians, lawyers, engineers, nurses, mental health providers, and any other licensed professionals.
- 8.5. Adams County as "Additional Insured": The Contractor's commercial general liability, comprehensive automobile liability, and professional liability insurance policies and/or certificates of insurance shall be issued to include Adams County as an "additional insured," and shall include the following provisions:
- 8.5.1. Underwriters shall have no right of recovery or subrogation against the County, it being the intent of the parties that the insurance policies so affected shall protect both parties and be primary coverage for any and all losses resulting from the actions or negligence of the Contractor.
- 8.5.2. The insurance companies issuing the policy or policies shall have no recourse against the County for payment of any premiums due or for any assessments under any form of any policy.
- 8.5.3. Any and all deductibles contained in any insurance policy shall be assumed by and at the sole risk of the Contractor.
- 8.6. Licensed Insurers: All insurers of the Contractor must be licensed or approved to do business in the State of Colorado. Upon failure of the Contractor to furnish, deliver and/or maintain such insurance as provided herein, this Agreement, at the election of the County, may be immediately declared suspended, discontinued, or terminated. Failure of the Contractor in obtaining and/or maintaining any required insurance shall not relieve the Contractor from any liability under this Agreement, nor shall the insurance requirements be construed to conflict with the obligations of the Contractor concerning indemnification.
- 8.7. Endorsement: Each insurance policy herein required shall be endorsed to state that coverage shall not be suspended, voided, or canceled without thirty (30) days prior written notice by certified mail, return receipt requested, to the County.

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

9. TERMINATION:

9.1. For Cause: If, through any cause, the Contractor fails to fulfill its obligations under this Agreement in a timely and proper manner, or if the Contractor violates any of the covenants, conditions, or stipulations of this Agreement, the County shall thereupon have the right to immediately terminate this Agreement, upon giving written notice to the Contractor of such termination and specifying the effective date thereof.

9.2. For Convenience: The County may terminate this Agreement at any time by giving written notice as specified herein to the other party, which notice shall be given at least thirty (30) days prior to the effective date of the termination. If this Agreement is terminated by the County, the Contractor will be paid an amount that bears the same ratio to the total compensation as the services actually performed bear to the total services the Contractor was to perform under this Agreement, less payments previously made to the Contractor under this Agreement.

10. MUTUAL UNDERSTANDINGS:

10.1. Jurisdiction and Venue: The laws of the State of Colorado shall govern as to the interpretation, validity, and effect of this Agreement. The parties agree that jurisdiction and venue for any disputes arising under this Agreement shall be with the 17th Judicial District, Colorado.

10.2. Compliance with Laws: During the performance of this Agreement, the Contractor agrees to strictly adhere to all applicable federal, state, and local laws, rules and regulations, including all licensing and permit requirements. The parties hereto aver that they are familiar with § 18-8-301, et seq., C.R.S. (Bribery and Corrupt Influences), as amended, and § 18-8-401, et seq., C.R.S. (Abuse of Public Office), as amended, and that no violation of such provisions are present. Contractor warrants that it is in compliance with the residency requirements in §§ 8-17-101, 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. 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.

10.4. 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.

10.5. 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.

- 10.6. 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.
- 10.7. 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:

County:

Department: Adams County Commissioners' Office
Contact: Ruth Kedzior, Assistant County Manager/Project Manager
Address: 4430 S. Adams County Pkwy 5th Floor, Suite C5000A
City, State, Zip: Brighton, Colorado 80601
Office Number: 720.523.6111
E-mail: RKedzior@adcogov.org

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

Contractor:

Company: The Johnson Consulting Companies. Inc.
Contact: Jerald B. Johnson
Address: 2042 Glencoe Street
City, State, Zip: Denver, Colorado 80207
Office Number: 303.399.1997
E-mail: JohConsult@aol.com

- 10.8. 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.
- 10.9. 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.
- 10.10. Authorization: Each party represents and warrants that it has the power and ability to enter into this Agreement, to grant the rights granted herein, and to perform the duties and obligations herein described.

11. CHANGE ORDERS OR EXTENSIONS:

- 11.1. Change Orders: The County may, from time to time, require changes in the scope of the services of the Contractor to be performed herein including, but not limited to,

additional instructions, additional work, and the omission of work previously ordered. The Contractor shall be compensated for all authorized changes in services, pursuant to the applicable provision in the Invitation to Bid, or, if no provision exists, pursuant to the terms of the Change Order.

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

ATTACHMENT A
(All Documents following this page of the Agreement)

Attachments:

1. Proposal, dated September 27, 2013
2. Offeror's Signed Certificate of Compliance for RFP 2013.143,
dated September 27, 2013
3. Offeror's Statement/Signature Page for RFP 2013.143, dated September 27, 2013

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**ATTACHMENT A
FEE SCHEDULE**

The Offeror is responsible for all labor, supplies and materials to perform the services as identified in the scope of services. Offeror's fees as detailed below shall be firm through the entire term of the awarded agreement.

Item	Description	Lump Sum
	<i>State Legislative Lobbying Services</i>	<u>\$35,000</u>

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September 27, 2013

Dear Sir or Madam,

Background

For nearly a decade and a half, I have been honored to represent Adams County at the State Capitol. I am excited about the possibility of representing the Board Of County Commissioners during the 2014 Session of the Colorado General Assembly and into the future.

My goal in this background statement is to provide a brief history of our joint engagement and summarize my strengths as a lobbyist - including those qualities that distinguish me from most of my colleagues.

I have been a full-time lobbyist at the State Capitol for 34 years, first as the founder and CEO of Colorado Legislative Services (which I sold in 1996) and now as the CEO of the Johnson Consulting Companies Inc. During that time I have witnessed and participated in great change in the political landscape. We have moved from a largely Republican dominated State government to one in which the Democrats control both Houses of the Legislature and the Executive. During this time, I have achieved a success rate of more than 90% because I work the entire Legislature, including the leadership of both parties, and view it as having 100 winnable votes. Many lobbyists work only one party or communicate only with the leadership. I develop strong relationships on both sides of the aisle.

At the Capitol, I am especially recognized for these qualities: honesty and candor, respect for every person, hard work and a finely-honed ability to count votes. Outside of the Legislature, I am recognized as the "champion of fundraisers." A typical year in each election cycle will find me organizing, hosting or co-hosting nearly 40 candidate fundraisers. Among the Adams County legislative delegation, I have hosted events for every member except Senator Ulibarri and Representative Lebsock. (However I have written personal checks to both of them.) Working closely with "our Adams County team" is especially important because we go to these Legislators for help with every Adams County issue at the Capitol.

I also spend a great deal of time meeting candidates running for open seats or (selectively) challenging incumbents. I want to get to know them early in their possible tenure at the State Capitol. I am always amused when on the first day of the Legislative session, lobbyist colleagues are trying to figure out "which one is that?" as they look through the glass in the House or Senate, when "that member" walks off the floor and says "Hi Jerry."

During the Session, I meet with the Adams County Board representatives, Ruth Kedzior and Herb Covey, every Thursday morning. We go over bills on our tracking list, add new bills, develop strategy and confirm marching orders. I believe that the workload going forward will increase because our current Commissioners have distinct ideas about issues they want to follow or engage. When our interests coincide, we work with the Colorado Counties Inc. legislative team and the lobbyists for other counties.

Early in the session, we help the staff organize a "Legislative reception" for the entire delegation, giving our Senators and Representatives an opportunity to have a candid discussion of their issues and ours. The other elected officials from Adams County participate in this event as well. This evening discussion gives us a chance to underscore important themes to the Legislators, such as maintaining open communications, discussing bills affecting the County with us before they are finalized, seeking County input on unfunded mandates prior to voting, being on the alert for issues that directly impact the County, and being especially sensitive to issues that adversely affect the County's revenue streams.

With past as prologue, I am pleased to submit this proposal for State Legislative Lobbyist Services for Adams County.

Scope of Services

In accordance with the highest legal, ethical and professional standards, I will represent the County on legislative issues introduced and considered by the Colorado General Assembly. I will do so at the direction of the Board of County Commissioners and under the supervision of the County Project Manager.

In particular, I aver that I am a professional lobbyist registered with the Secretary of State as Jerald B. Johnson. My disclosure reports are current and may be viewed at www.sos.state.co.us.

As part of the lobbyist's responsibility to the County, I agree to:

- * advise the BOCC about issues impacting local government, monitor relevant Boards and Agencies, inform the BOCC of actions of importance, and develop strategies;
- * provide written reports upon request (no less than quarterly) that chart the progress toward achieving legislative goals and summarize other legislative matters that impact the County, including summaries of relevant legislative activities and the time spent on County activities;
- * meet with the BOCC upon request, but at a minimum, two weeks before the start of the legislative session and monthly during the session to provide updates on the session and particular bills, as well as to offer guidance to the BOCC and its staff;
- * communicate the County's position on issues to members of the Colorado General Assembly;
- * meet with the County's legislative delegation and the BOCC as appropriate to help inform, develop and refine the County's legislative priorities;
- * help pass County-generated legislation by finding sponsors and co-sponsors, working with Leadership to assign bills to appropriate committees, schedule them for floor action and count votes sufficient to secure their passage;
- * where appropriate, coordinate the County's work with CCI lobbyists and lobbyists representing other counties;

* personally attend committee hearings, sponsor briefings, Adams County delegation gatherings, interim committee meetings and other appropriate and necessary sessions where County issues are discussed or debated, and coordinate appropriate staff participation in such sessions; and

* be available to the County Project Manager at all times, and periodically brief the BOCC in person.

Meeting the Specific Evaluation Criteria Included in the RFP

Experience/Key Personnel: As the CEO of Johnson Consulting, I will be the lobbyist/project manager of this contract with Adams County. My resume is attached. You will note that I have been a full-time lobbyist at the State Capitol for 34 years, beginning in 1980 when I formed Colorado Legislative Services, Inc. In 1996, I sold my half of the company to my partner and the employees. In 1997, I formed The Johnson Consulting Companies Inc., a full-service lobbying and public relations enterprise, with Mary Johnson. I will be working full-time at the State Capitol during the session and available to the BOCC and the County Project Manager 24/7, allocating the time needed to successfully fulfill the terms of the contract.

Subject Matter Expertise: During my years at the State Capitol, I have represented clients with interests in numerous areas that mesh with the interests of Adams County. In most of these areas, I have been an advocate for Adams County under the terms of previous lobbying contracts with the County:

- Transportation (current client Adams County; former client RTD)
- Human Services (current client Adams County; former client Mile High United Way)
- State Budget/Appropriations (current clients Adams County, CU; former clients AHEC, CSM, UNC)
- Land Use (current clients Adams County and AIA Colorado)
- Housing/Homelessness (current client Adams County; previous client Mile High United Way)
- Environment (current clients Adams County & AIA Colorado; former client Governor's Energy Office)
- Urban Issues in General (current clients Adams County and AIA Colorado)
- Work Force Development/TANF (current clients Adams County and CU)
- Election Law (current clients Adams County, CU, Colorado Medical Society, AIA Colorado)
- Public Trustee/Foreclosure (current client Adams County)
- Stormwater Management (current client Adams County)
- Property Tax Including Business Personal Tax (current client Adams County)
- Aviation (current client Adams County)
- General Government (current client Adams County)

Project Approach/Offeror Resources

I intend to provide lobbying services to Adams County through a thoughtfully considered pattern of practice to include the following elements:

Work with Adams County

As noted throughout this proposal, I would continue to make myself available to the BOCC, its staff and the project manager, including scheduling regular meetings as well as attending called meetings on an as-needed basis. In addition, there are many specific steps that are critical to a successful outcome for Adams County bills. Among them are the following:

- *Identifying the sponsor and co-sponsors for County-initiated legislation;
- * Working with the drafter (and the Adams County legal staff where appropriate) to insure that the bill is in the form desired by Adams County;
- * Working with the County staff to prepare briefing materials for the sponsors, scripting their presentation of bills to committee and to the entire House or Senate during floor work;
- * Working with the County staff to prepare a fact sheet/position paper for use in lobbying members of the General Assembly;
- * Coordinating witnesses for committee testimony;
- * Rallying allies or building coalitions of others to support the County position;
- * Counting votes, first in the Committee of Reference (and another committee or the Appropriations committee when a bill is double-assigned) and during floor work;
- * Working with the sponsors to alert the Executive staff to the impending arrival of the bill on the Governor's desk for signature;
- * Working with the sponsors to request a "signing ceremony" when the County wants to celebrate its success.

The process is similar on bills we want to amend or defeat: developing good supporting written materials, identifying champions in the Legislature to help us, organizing testimony, mobilizing coalition support and counting votes.

Please note that I have included "Legislative references" as an attachment because these Legislators can attest to the fact that I make sponsoring a bill easy for them because I do so much more of their work than most lobbyists.

Relationship Building

Building relationships is one of the most important elements of a lobbyist's work, both personally and for the County. Term limits guarantee that roughly 25% of the General Assembly will turn over during each election cycle. I set out to meet every new candidate in competitive districts. Where I judge their election to be good for my clients' interests, I will often work on the candidate's campaign. This includes raising money, knocking on doors, distributing literature.

To a person, I would list the nine members of the Adams County legislative delegation as friends. I assume a responsibility to maintain great relationships with each of them. Beyond the County, I have a strong relationship with nearly all of the members on both sides of the aisle. I have a very effective

relationship with the current House leaders, especially those who will be in the running for new leadership positions following the 2014 election: Representatives Hullinghorst, Pabon, Duran and Williams in the Majority, and Representatives Del Grosso, Szabo, Conti and Priola in the Minority. In the Senate, we will shortly see a change, with Senator Carroll likely becoming the new President. A coalition of Senators Steadman, Hodge, Ulibarri and Guzman are seeking an alternative, but it appears they will fall short of the goal. I also work well with the Senate minority, including Senators Cadman and Scheffel. I count all six members of the JBC as friends. Adams County is blessed with having two of its members, Senator Hodge and Representative May, on the budget committee.

I include the Project Manager in meetings with members of the County Legislative delegation. When working on bills at the Capitol, I take County staff members to meet with the Legislature's staff, as appropriate. I am always available to introduce the BOCC members to Legislators they do not know or invite Legislators to Adams County meetings. I work very hard at maintaining close communication with the Adams County delegation, checking in at the Capitol on a regular basis, answering their questions about the County's position on bills, inviting them to events in the County, or following up on the County's invitation.

Resources

During the 14 years that I have represented Adams County at the State Capitol, I have always maintained a good working relationship with CCI and its staff. The CCI lobby team knows that it can count on my support lobbying issues where the County and CCI have interests that are aligned. I also maintain close contact with the lobbyists who represent other counties. They are a source of information and intelligence that I feed back to the BOCC through its staff and the Project Manager. In general, I have a good relationship with many of the nearly 800 lobbyists who work the State Capitol and the staff of the Legislative Council and Legislative Legal Services. Included in my list of contacts are members of the Governor's cabinet, various members of their staff and the Legislative liaison for executive departments. During my weekly meetings with Ruth Kedzior and Herb Covey, I get the benefit of their contacts with CCI, the Human Service Directors and commissioners and staff from other counties.

Additional Detail

Fee Schedule

Because the RFP process requires that I identify a fee in my response, I have specified the current fee of \$35,000 in Attachment A. However, it may be helpful for future fee considerations to summarize here the history of the fee. Since the start of our relationship, the contract amount has been increased twice: an initial increase from year one to year two and a \$5,000 increase after year six. The contract has stayed at that amount for six years. To recap, the contract amount of \$27,000 was in place for one year, \$30,000 for the next five years and \$35,000 for the last six years.

Certificate of Registration

The certificate is attached.

Parties to Litigation

No member of the lobbyist's firm is a party to pending litigation or has received notice of threatened litigation or claim.

Conflict of Interest/Joint Interest

During the time I have represented Adams County and my other three clients (the Colorado Medical Society, the University of Colorado and the American Institute of Architects – Colorado) we have never had a conflict. I do not anticipate a future conflict. At the same time, my University of Colorado client has an important relationship with Adams County. My specialty within the CU lobby team is representing the Anschutz Medical Campus. The campus is located entirely within Adams County and the County and its citizens benefit in numerous important ways, especially the growth of the campus "biotechnology enterprise" just now gaining a head of steam. It will draw new companies to the County that want to be located near the campus – most likely in Adams County.

References

As requested, I have listed three references for clients with whom I have a "similar project" relationship to my lobbying effort for Adams County. In addition, I have listed contact information for five Legislators who have agreed to serve as a reference. They can comment on my work habits, my legislative relationships and my representations about our joint effort working on legislation for Adams County.

Conclusion

I am excited about the prospect of renewing the Adams County contract for State Legislative Lobbying Services because I think that we are in a position to jointly grow the County's strength at the State Capitol. The Adams County legislative delegation is gaining in stature and playing a greater leadership role in the Legislature. I believe the the BOCC is eager to leverage that clout on behalf of County issues. And I believe because of my successful track record on behalf of the County, excellent lobbying skills, effective relationships I have developed at the State Capitol and strong support from Adams County Legislators, I am in a unique position to strongly support that engagement.

Sincerely,



Gerald B. Johnson, CEO

Client References

Susan Koontz, JD
General Counsel, Senior Director of Government Relations
Colorado Medical Society
7351 E. Lowry Blvd.
Denver, CO 80230
Susan_Koontz@cms.org
Tel. (720) 858-6327

Sonia Riggs, Hon. AIA, Executive Director
American Institute of Architects – Colorado
303 E. 17th Avenue, Ste. 110
Denver, CO 80203
Sonia@aiacolorado.org
Tel. (303) 446-2266

Tanya Mares Kelly-Bowry
Vice-President, Government Relations
University of Colorado System
225 E. 16th Avenue, Ste. 580
Denver, CO 80203
Tanya.KellyBowry@colorado.edu
Tel. (303) 831-6192

Legislative References

Representative Jenise May
House District 30
JeniseMay@gmail.com
cell: (970) 213-1079

Representative Dominick Moreno
House District 32
MorenoDominick@gmail.com
cell: (720) 985-1132

Representative Cherylin Peniston
House District 35
CherylinPeniston@gmail.com
cell: (303) 475-1044

Representative Kevin Priola
House District 56
kpriola@gmail.com
cell: 303-882-5486

Senator Mary Hodge
Senate District 25
SenMaryHodge@gmail.com
cell: (303) 881-6654

Jerald B. Johnson
THE JOHNSON CONSULTING COMPANIES INC.
2042 Glencoe Street
Denver, CO 80207
TEL 303-399-1997/JohConsult@aol.com/FAX 303-399-1955

Current Career Position

The Johnson Consulting Companies Inc. CEO. (1997 to Present) The company is a multifaceted firm specializing in lobbying and government relations, corporate communications, marketing and community relations. Currently representing four clients at the Colorado State Capitol including Adams County, American Institute of Architects-Colorado, Colorado Medical Society and the University of Colorado.

Responsibilities include:

- > Lobbying full-time, on-site at State Capitol.
- > Proposing political strategy to clients and candidates.
- > Reviewing pending legislation.
- > Assisting clients in developing legislative positions.
- > Drafting position papers.
- > Articulating client positions to members of the General Assembly.
- > Assisting clients in preparing testimony and coordinating drafting of legislation.
- > Facilitating contact between Legislators and clients.
- > Assisting clients with their involvement in political process.
- > Recommending legislative public relations strategies.
- > Fundraising for candidates.
- > Participated in community including National Board of YMCA, Foundation Board Jefferson County Community Center for Developmental Disabilities, board member Volunteers for Outdoor Colorado.

Prior Career Positions

Colorado Legislative Services, Inc. (1980-1996) Founder and President. Accomplishments:

- > Built one of Colorado's largest lobbying firms, representing over 25 clients. Sold company in 1996.
- > Secured a diverse but compatible client base including trade associations representing banking, medicine, architecture, manufactured housing, natural resources; companies such as U S West, BFI, Smith Barney Shearson, SCI and Anderson Consulting; higher education, government and quasi-government units including the Baseball Stadium District, Colorado School of Mines, Auraria Higher Education Center, Colorado Student Loan Program and Colorado Student Obligation Bond Authority.
- > Sustained a successful overall track record in lobbying efforts for clients.
- > Developed corporate standards to move lobbying well into the professional arena.
- > Participated in community including serving as chair of YMCA's Rocky Mountain Cluster, member of UNC's Centennial Planning Committee, board member of Volunteers for Outdoor Colorado.

University of Northern Colorado, Metropolitan State College (1972-1979) Vice-President, University Relations. Accomplishments:

- > Developed and implemented UNC and MSC legislative programs.
- > Supervised UNC budget-request process, writing budget document, lobbied JBC.
- > Managed UNC's fund raising, alumni, news service and community relations.



STATE OF COLORADO

DEPARTMENT OF STATE

CERTIFICATE

I, Scott Gessler, Secretary of State of the State of Colorado, hereby certify that

JERALD B JOHNSON

registered with the Colorado Secretary of State as a professional lobbyist on July 14, 2013. This registration is valid through June 30, 2014, unless the lobbyist terminates the registration.

Dated: 09/24/2013

Secretary of State of the State of Colorado



REQUEST FOR PROPOSAL
2013.143
STATE LEGISLATIVE LOBBYIST SERVICES

OFFEROR'S STATEMENT/SIGNATURE PAGE

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

WE, THE UNDERSIGNED, HEREBY ACKNOWLEDGE RECEIPT OF

Addenda # → NONE through Addenda # →
(If None, Please write NONE)

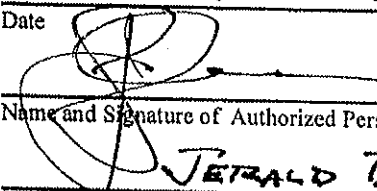
<u>The JOHNSON Consulting Companies Inc.</u> Company Name	<u>9-27-2013</u> Date
<u>2042 Glencoe Street</u> Address	 Name and Signature of Authorized Person
<u>DENVER, CO 80207</u> City, State, Zip Code	<u>JERALD B. JOHNSON</u> Printed Name
<u>DENVER</u> County	<u>CEO</u> Title
<u>(303) 399-1997</u> Telephone	<u>(303) 399-1955</u> Fax
<u>JOH CONSULT@aol.com</u> E-mail Address	

EXHIBIT A
(All Documents following this page of the Agreement)

Exhibit:

1. Adams County RFP 2013.143 Specifications and Statement of Services Solicitation

The remainder of this page left blank intentionally

**ADAMS COUNTY FORMAL REQUEST FOR PROPOSAL
2013.143**

STATE LEGISLATIVE LOBBYIST SERVICES

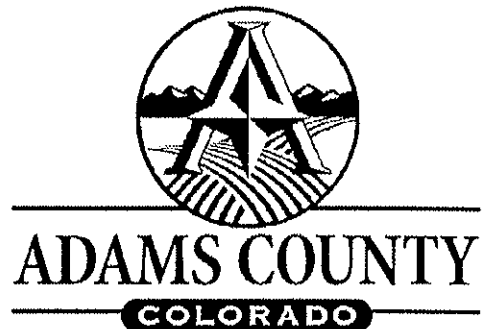
All Documents and Addendums related to this RFP
will be posted on the Rocky Mountain Bid System at:
<http://www.rockymountainbidsystem.com/Bids/ViewOpenSolicitations.asp>

RFP Issuance Date: August 30, 2013

**Written questions regarding this RFP will be accepted through
September 6, 2013, by 2:00 p.m.**

**RFP Opening Date: September 30, 2013
Time: 4:00 p.m.**

**Location: Adams County Government Center
Purchasing Division
4430 South Adams County Parkway
Brighton, CO 80601**



GENERAL INSTRUCTIONS

1. The Adams County Board of County Commissioners by and through its Purchasing Division of Finance is seeking proposals from qualified individuals and/or government relations firms capable of providing professional state legislative lobbyist services for Adams County Government including, but not limited to, representation, information, professional advice, and support services.
2. **All documents and addendums related to this RFP will be posted on the Rocky Mountain Bid System at:**
<http://www.rockymountainbidsystem.com/Bids/ViewOpenSolicitations.asp>
 - 2.1 Vendors must register with this service to receive these documents.
 - 2.2 This service is offered free or with an annual fee for automatic notification services.
 - 2.3 Addendums may be issued at any time prior to the time set for receipt of proposals.
3. Written questions relating to RFP 2013.143 must be reduced to writing, and sent to the County's Purchasing Division of Finance to the attention of the Purchasing Agent by e-mail at hcasteel@adcogov.org until the close of business on or before, September 6, 2013, by 2:00 p.m.
4. **Proposals**
 - 4.1. Sealed proposals for consideration will be received at the office of the Purchasing Division of Finance at the Adams County Government Center, 4430 South Adams County Parkway, Fourth Floor, Brighton Colorado 80601, up to 4:00 p.m., Monday, September 30, 2013.
 - 4.2. The RFP opening time shall be according to the County receptionist's clock on the first floor, at this time only the names of the offerors submitting proposals will be read out loud.
 - 4.3. Proposals may be mailed or delivered in person, and **must be** in a sealed envelope clearly labeled with the submitting Company's Name, RFP number, the project name, and time of the RFP opening.
 - 4.4. No proposal will be accepted after the time and date established, per section 4.1 above, except by written addenda.
 - 4.5. **Format.** Offeror must submit sealed proposal in **one (1)** original CD as a .pdf file and **five (5) unbounded hardcopies**. Proposal should not exceed **ten (10)** pages excluding the RFP required pages submitted only on single sided, single column typed 8.5" x 11"size. Brochures or other supportive documents may be included with the proposal narrative.

- 4.6. The two (2) required signature pages at the end of this document “**OFFEROR’S CERTIFICATION OF COMPLIANCE**” Pursuant to Colorado Revised Statute (C.R.S.), § 8-17.5-101, *et. seq.*, as amended 5/13/08 and the “**OFFEROR’S SIGNATURE PAGE**” acknowledging the receipt of addendum(s), if applicable, must be signed and included as part of the proposal packet.
- 4.7. Proposal may not be withdrawn after date and hour set for closing. Failure to enter into an agreement or honor an issued purchase order will be cause for removal of Offeror’s name from the County’s Vendor’s List for a period of twelve (12) months from the date of this RFP opening.
- 4.8. The County reserves the right to short list from the submitting Offerors and conduct interviews.
- 4.9. In submitting the proposal, the Offeror agrees that acceptance of any or all proposals by the Purchasing Division of Finance within a reasonable time or period constitutes an agreement. No delivery shall become due or be accepted unless a purchase order shall first have been issued by the Purchasing Division.
- 4.10. The County assumes no responsibility for late deliveries of mail on behalf of the United States Post Office or any other delivery system.
- 4.11. The County assumes no responsibility for proposals being either opened early or improperly routed if the envelope is not clearly marked on the outside with the RFP number and solicitation name.
- 4.12. 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 RFP opening time and date. No proposal will be considered above all other proposals by having met the RFP opening time and date requirements to the exclusion of those who were unable to present their proposal due to a situation severe enough to cause the Commissioners to close the County Offices.
- 4.13. Proposals must be furnished in the format described in Section 4.5 above. Failure to submit proposal in the format described in Section 4.5 above may be cause for rejection of the proposal. Proposals must be furnished exclusive of taxes.
- 4.14. No award will be made to any person, firm or corporation that is in arrears upon any obligation to the County.
- 4.15. If submitting a joint venture proposal or a proposal involving a partnership arrangement, articles of partnership stating each partner’s responsibilities shall be furnished and submitted with the proposal.
- 4.16. The County reserves the right to waive any irregularities or informalities, and the right to accept or reject any and all proposals, including but not limited to:

- 4.16.1. Any Proposal which does not meet bonding requirements, or,
 - 4.16.2. Proposals which do not furnish the quality, or,
 - 4.16.3. Offer the availability of materials, equipment or services as required by the specifications, description or scope of services, or,
 - 4.16.4. Proposals from Offerors who lack experience or financial responsibility, or,
 - 4.16.5. Proposals which are not made to form.
- 4.17. The Board of County Commissioners may rescind the award of any proposal within one (1) week thereof or at its next regularly scheduled meeting; whichever is later, when the public interest will be served thereby.
- 4.18. Issuance of this solicitation does not commit the County to award any Agreement or to procure or Agreement for any equipment, materials or services.
- 4.19. If a formal Agreement is required, the Offeror agrees and understands 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.
- 4.20. Only sealed proposals received by the Purchasing Division of Finance will be accepted; proposals submitted telephone, E-mail, or facsimile machines are not acceptable.
5. Adams County is an equal opportunity employer.
6. The County ensures that Disadvantaged Business Enterprises will be afforded full opportunity to submit a proposal in response to all invitations and will not be discriminated against on the grounds of race, color, national origin, age, gender, or disability in consideration for an award.
7. **INSURANCE:** The Offeror 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.
 - 7.4.1. Each Occurrence \$1,000,000

- 7.4.2. This insurance requirement applies only to Offeror 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. The Offeror'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 Offeror.
- 7.5.2. The insurance companies issuing the policy or policies shall have no response against the County for payment of any premiums due or for any assessments under any form of any policy.
- 7.5.3. Any and all deductibles contained in any insurance policy shall be assumed by and at the sole risk of the Offeror.
- 7.6. All insurers of the Offeror must be licensed or approved to do business in the State of Colorado. Upon failure of the Offeror to furnish, deliver and/or maintain such insurance as provided herein, the Agreement, at the election of the County, may be immediately declared suspended, discontinued, or terminated. Failure of the Offeror in obtaining and/or maintaining any required insurance shall not relieve the Offeror from any liability under the Agreement, nor shall the insurance requirements be construed to conflict with the obligations of the Offeror concerning indemnification.
- 7.7. Each insurance policy herein required shall be endorsed to state that coverage shall not be suspended, voided, or canceled without thirty (30) days prior written notice by certified mail, return receipt requested, to the County.
- 7.8. At any time during the term of the Agreement, the County may require the Offeror to provide proof of the insurance coverage's or policies required under the Agreement.
- 7.9. The Offeror shall not commence work under the agreement until they have submitted to the County and received approval thereof, certificates of insurance showing that they have complied with the foregoing insurance.
- 7.10. All referenced insurance policies and/or certificates of insurance shall be issued to include Adams County as an "additional insured." The name of the RFP or project must appear on the certificate of insurance.
- 7.11. Underwriters shall have no right of recovery or subrogation against the County; it being the intent of the parties that the insurance policies so affected shall protect both parties and be primary coverage for any and all losses covered by the described insurance.

- 7.12. The clause entitled "Other Insurance Provisions" contained in any policy including the County as an additional insured shall not apply to the County.
 - 7.13. The insurance companies issuing the policy or policies shall have no response against the County for payment of any premiums due or for any assessments under any form of any policy.
 - 7.14. Any and all deductibles contained in any insurance policy shall be assumed by and at the sole risk of the Offeror.
 - 7.15. If any of the said policies shall be or at any time become unsatisfactory to the County as to form or substance, or if a company issuing any such policy shall be or at any time become unsatisfactory to the County, the Offeror shall promptly obtain a new policy, submit the same to the Purchasing Division Manager of Adams County for approval and thereafter submit a certificate of insurance as herein above provided. Upon failure of the Offeror to furnish, deliver and maintain such insurance as provided herein, the agreement, at the election of the County, may be immediately declared suspended, discontinued or terminated. Failure of the Offeror in obtaining and/or maintaining any required insurance shall not relieve the Offeror from any liability under the agreement, nor shall the insurance requirements be construed to conflict with the obligations of the Offeror concerning indemnification.
8. Offeror 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.
 9. **COMPLIANCE WITH C.R.S. § 8-17.5-101, ET. SEQ. AS AMENDED 5/13/08:**
Pursuant to Colorado Revised Statute (C.R.S.), § 8-17.5-101, *et. seq.*, as amended 5/13/08, the Offeror shall meet the following requirements prior to signing the Agreement (purchase of service agreement) and for the duration thereof:
 - 9.1. The Offeror 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.
 - 9.2. The Offeror shall not knowingly employ or contract with an illegal alien to perform work under the purchase of service agreement.
 - 9.3. The Offeror shall not enter into a contract with a subcontractor that fails to certify to the Offeror that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under the purchase of service agreement.

- 9.4. At the time of signing the purchase of service agreement, the Offeror has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under the purchase of service agreement through participation in either the E-Verify Program or the Department Program.
- 9.5. The Offeror shall not use either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while the purchase of service agreement is being performed.
- 9.6. If Offeror obtains actual knowledge that a subcontractor performing work under purchase of service agreement knowingly employs or contracts with an illegal alien, the Offeror shall: notify the subcontractor and the County within three (3) days that the Offeror has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and terminate the subcontract with the subcontractor if within three (3) 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 Offeror 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.
- 9.7. Offeror 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).
- 9.8. If Offeror violates this Section, of the Agreement, the County may terminate the Agreement for breach of contract. If the Agreement is so terminated, the Offeror shall be liable for actual and consequential damages to the County.

End General Information

The remainder of this page left blank intentionally

10. STATEMENT AND SCOPE OF SERVICES

10.1. Statement of Services:

The Adams County Board of County Commissioners (BOCC), by and through its Purchasing Division of Finance is seeking a highly qualified individual and/or government relations firm who has successfully provided professional state legislative lobbyist services in the State of Colorado for local governmental jurisdictions. The lobbyist will assist the BOCC and the County Project Manager in identifying current legislative issues impacting Adams County Colorado Government, (refer to hereafter as the "County") and cities, including; but not limited to, representation, information, professional advice, and support services.

Background:

The County is currently governed by a three (3) member Board of County Commissioners, with plans to increase to five (5) Board of County Commissioners in 2015. The County cities and towns consist of the Cities of Arvada; Aurora; Brighton, Commerce City; Federal Heights; Northglenn; Thornton; and Westminster and the Town of Bennett. Adams County is about 759,000 acres; population of 441,603 people; Unincorporated population of 89,163 people; and Housing Units of 155,999.

10.2. Scope of Services:

The Offeror will in accordance with the highest legal, ethical and professional standards, provide at the direction of the BOCC, state lobbying services, including but not limited to the following:

- 10.2.1. Represent the County on legislative issues of concern that are introduced before or considered by the Colorado General Assembly.
- 10.2.2. Avers that they are a professional Lobbyist registered with the Office of Secretary of State, pursuant to § 24-6-301, *et seq.*, C.R.S., as amended.
- 10.2.3. Shall not engage in unethical conduct in its performance of the scope of services and expressly agrees to comply with, and abide by any applicable laws, regulations, or rules relevant to or governing the performance of the scope of services listed in this solicitation.
- 10.2.4. Shall be responsible for advising the BOCC of, and about any issues that may impact local government.
- 10.2.5. Shall be responsible for monitoring relevant Boards and Agencies. (For what information)
- 10.2.6. Shall be responsible for informing the BOCC of actions of importance.
- 10.2.7. Shall be responsible for developing strategies.

- 10.2.8. Develop and provide on an as needed basis, but not event less than quarterly, written reports indicating progress towards the attainment of each legislative goal, and other legislative matters impacting the County to BOCC and the County Project Manager.
- 10.2.9. Provide for a meeting two (2) weeks before the session starts with the County BOCC, and then monthly meetings during the session to provide updates on specific bills, general updates from the Capitol and to provide guidance on issues that could impact Adams County.
- 10.2.10. Shall be responsible for communicating the BOCC positions on legislative issues to members of the General Assembly.
- 10.2.11. Responsible for meeting with the County Legislative delegation on issues important to the County, assist in developing the County legislative priorities, and attend meetings with the BOCC to establish the County legislative priorities.
- 10.2.12. Recommend and obtain sponsors and co-sponsor for the County legislative bills, as well as, obtain the support of key legislators or legislative leaderships to enhance the County's ability to pass its legislation.
- 10.2.13. Coordinate with other lobbyists, such as the Colorado Counties Inc., (CCI), to promote and advance the County legislative program.
- 10.2.18. Personally attend and coordinate with Adams County Legislative Delegation or coordinate appropriate staff attendance at legislative sessions, as well as, interim committee meetings where issues affecting the County are discussed.
- 10.2.19. Be available to the County Project Manager at all times, and periodically brief the BOCC in person.
- 10.2.20. Written reports shall include summaries of relevant legislative activities and include the time spent on the County activities.
- 10.2.21. The County reserves the right to add or delete services as required, and award multiple agreements from this solicitation.

11. FEE SCHEDULE AND PAYMENT:

- 11.1. The Offeror must provide a scope of service to include firm fixed fees to be included within the proposal.
- 11.2. The Offeror must submit incurred expenses monthly with supporting documents.

12. HOURS OF WORK:

12.1. The County's normal work hours at the site are from 8:00 a.m. to 4:30 p.m., Monday through Friday, excluding holidays.

13. TERM OF THE AGREEMENT:

13.1. Award of this solicitation will result in the establishment of a signed County Agreement for a one (1) year with two (2) option years from the date of the issuance of the notice to proceed (NTP).

14. CONFLICT OF INTEREST:

14.1. The Offeror warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services being required under the solicitation.

15. INDEPENDENT OFFEROR:

15.1. Offeror shall perform its duties hereunder as an independent contractor and not as an employee. Neither Offeror nor any agent or employee of Offeror shall be deemed to be an agent or employee of the County. Offeror and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the County and the County shall not pay for or otherwise provide such coverage for Offeror or any of its agents or employees. Unemployment insurance benefits will be available to Offeror and its employees and agents only if such coverage is made available by Offeror or a third party. Offeror shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to the Agreement.

15.2. Offeror shall not have authorization, express or implied, to bind the County to any agreement, liability or understanding, except as expressly set forth in the agreement. Offeror shall (a) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (b) provide proof thereof when requested by the County, and (c) be solely responsible for its acts and those of its employees and agents.

16. NONDISCRIMINATION:

16.1. The Offeror 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 Offeror 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. The County is an equal opportunity employer.

16.2. The Offeror will cause the foregoing provisions to be inserted in all subcontracts for any work covered by the 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.

17. PROPOSAL EVALUATION INSTRUCTIONS:

- 17.1. This section is intended to indicate the minimum items required with each proposal in order to be properly evaluated. At a minimum each proposal should include the following information. Please prepare your proposal utilizing the following format. Provide a complete response to each item and include at the front of your proposal.
- 17.1.1. Experience. The County requires that the offeror have experience in providing legislative and governmental lobbying services, or other related experience before the legislative and executive branches of the State of Colorado for at least five (5) years.
- 17.1.2. Key Personnel. Provide the name and business address of the entity or individual that will be the key personnel on the project along with their professional experience as a lobbyist and attach a copy of each person's resume (former firm names and years established, if applicable) projects, dates, and their role/responsibility in the project. Indicate the number of hours each person, including the Project Manager, will be dedicated to this project and each person's role/responsibility with this project.
- 17.1.3. Expertise. State in detail, the offeror's specific experience and role in the subject areas listed below, and provide examples of similar work performed for other clients. If the offeror has developed specialized expertise in any area or issue, please describe the scope and extent of that expertise.
- 17.1.3.1. Outline offerors specific expertise in the following areas: Transportation; Human Services; State Budget/Appropriations; Land Use; Housing and Homelessness; Environment; Urban Issues, in general; Work Force Development/TANF; Election Law; Public Trustee/Foreclosure; Stormwater Management; Property Tax including Business Personal Tax; Aviation, General Government and other legislative initiatives.
- 17.2. Project Approach/Offeror Resources**
- 17.2.1. The proposal shall contain a description of how the offeror intends to provide the services, its method or approach to client relations, solving problems, coordinating and disseminating information, oral and written communication strategy, developing and implementing strategy, coordinating testimony or other direct input by County personnel where appropriate, and advocacy. The proposal shall also describe the manner in which offeror will create and strengthen relationships between County personnel and legislators and legislative staff.

- 17.2.2. Describe the resources your firm will bring to this project. Include:
 - 17.2.2.1. A description of strategic relationships with other organizations;
 - 17.2.2.2. A description of specific relationships with state elected officials demonstrating bipartisan contacts (specifically, Adams County Delegation, prospective members of leadership in both the House and Senate and with the Joint Budget Committee members); and,
 - 17.2.2.3. Other special, relevant resources.

17.3. Fee Schedule

- 17.3.1. The offeror shall submit fee schedule detailing the total flat fees and all other fees for any reasonable out-of-pocket costs and expenses. It is expressly understood and agreed that the obligation of the County to make payments to the successful offeror shall only extend to monies appropriated by the County BOCC, and encumbered for the purposes of the awarded agreement.
- 17.4. Provide copies of current certificates of registration for any person who will provide lobbying services, if any, resulting from the RFP.
- 17.5. Disclose whether the offeror's entity, or any shareholder, member, partner, or officer or employee thereof, is presently a party to any pending litigation or has received notice of any threatened litigation or claim; provided, however, that offeror need not disclose minor traffic matters.
- 17.6. Provide a copy of offeror's current client list and a discussion of current or former clients represented by the offeror whose interests may either coincide or conflict with the interests of Adams County. The offeror is advised that Adams County intends that any and all legislative agenda, priorities, actions, and needs of Adams County shall take precedence over any other obligations (contractual or otherwise, direct or indirect) of the offeror.
- 17.7. Adams County expects that the offeror shall refrain from undertaking any representation of other parties concerning any Legislative Matter whose interests are adverse to the interests of Adams County. Adams County reserves the right to determine in its sole discretion the existence of a conflict of interest or a potential conflict of interest.
- 17.8. At least three (3) references shall be provided for similar projects.
- 17.9. A W-9 form shall be completed and returned with proposal.

18. EVALUATION FACTORS FOR AWARD:

- 18.1. Award will be made to the single responsive, responsible offeror who submits the most technically acceptable proposal
- 18.2. A review committee consisting of members, appointed by the County, will make recommendations to the Board of County Commissioners. The evaluation is based on the individual/firm's qualifications. The committee may request additional information from offerors or request personal interviews with offerors.
- 18.3. The evaluation criteria are listed below in descending order of importance.

19. CRITERIA:

- 19.1. Individual/Firm's experience, key personnel, qualifications and ability to execute the BOCC legislation agenda.
- 19.2. Demonstrated familiarity with the political process in the State of Colorado, both at the county and state levels.
- 19.3. Demonstrated legislative experience in marketing idea and goals on behalf of an organization.
- 19.4. Proposed Fee Schedule.

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

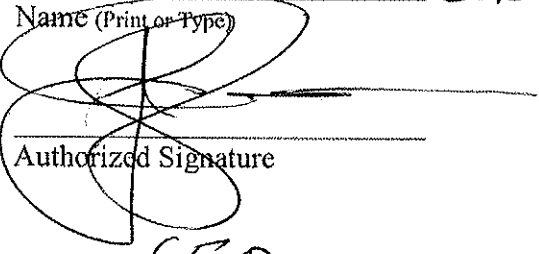
OFFEROR:

THE JOHNSON CONSULTING COMPANIES, INC

The Johnson Consulting Companies Inc.
Company Name

11/6/2013
Date

GERALD B. JOHNSON
Name (Print or Type)


Authorized Signature

CEO
Title

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

Signature Page

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

ADAMS COUNTY, COLORADO

By:

Ralph Henry
Chair Signature

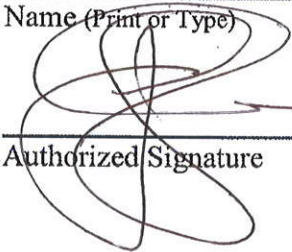
11-13-13
Date:

OFFEROR
THE JOHNSON CONSULTING
COMPANIES, INC.

By:

VERALD B. JOHNSON
Name (Print or Type)

11/6/2013
Date:


Authorized Signature

CEO
Title

APPROVED AS TO FORM:
Adams County Attorney's Office

By: 
Attorney Signature

NOTARIZATION:


COUNTY OF *Denver*)

)SS.

STATE OF COLORADO)

Signed and sworn to before me this *6* day of *November*, 2013,

by *Ronald Bernard Johnson* ^(A)


Notary Public

ALEX M GARCIA
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20124049456
MY COMMISSION EXPIRES JULY 30, 2016

My commission expires on: *July 30, 2016*