

## PURCHASE OF SERVICE AGREEMENT

THIS AGREEMENT ("Agreement") is made this 20<sup>th</sup> day of March 2015, 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 Armored Knights Inc, located at 375 Yuma Street, Denver, CO 80204, 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 2013.192 and the Contractor's response to the RFP 2013.192 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 Contractor) to be performed by Contractor. If County requests such additional services, 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, Contractor shall bill for such services at the rates provided for in this Agreement.

### 2. RESPONSIBILITIES OF THE COUNTY: The County shall provide information as necessary or requested by the Contractor to enable the Contractor's performance under this Agreement.

### 3. TERM:

- 3.1. Term of Agreement: The Term of this Agreement is January 1, 2015 through December 31, 2015.
- 3.2. Extension Option: The County, at its sole option, may offer to extend this Agreement as necessary for a one-year extensions providing satisfactory service is given and all terms and conditions of this Agreement have been fulfilled. Such extensions must be mutually agreed upon in writing by the County and the Contractor, 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 the services listed below:

Human Services	\$332.44/Month
Parks & Community Resources	\$67.41/Month
Golf Course/ In Season	\$332.44/ 6 Months
Golf Course/ Off Season	\$133.28/ 6 Months

Animal Shelter	\$67.41/Month
Sheriff's Headquarters	\$67.41/ Month
Sheriff's Substation	\$133.28/Month
Sheriff's Substation (supervised release program)	\$133.28/Month
Sheriff's Office Civil Section (Justice Center)	\$ 67.41/Month
Aurora Motor Vehicle	\$332.44/Month
North Pecos Motor Vehicle	\$332.44/Month
Commerce City Motor Vehicle	\$332.44/Month
Brighton Motor Vehicle	\$332.44/Month
Westminster Motor Vehicle	\$332.44/Month
Treasurer's Office to N. Valley Bank	\$332.44/Month
Treasurer's Office to Valley Bank & Trust	\$ 33.70/Month
Treasurer's Office to Wells Fargo Bank	\$332.44/Month
<b>Total Annual Cost</b>	<b>\$41,547.46</b>

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 Contractors who are performing services under this Agreement as professionals licensed under the laws of the State of Colorado, such as physicians, lawyers, engineers, nurses, mental health providers, and any other licensed professionals.

8.5. Adams County as "Additional Insured": The Contractor's commercial general liability, comprehensive automobile liability, and professional liability insurance policies and/or certificates of insurance shall be issued to include Adams County as an "additional insured" and shall include the following provisions:

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

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

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

8.6. Licensed Insurers: All insurers of the Contractor must be licensed or approved to do business in the State of Colorado. Upon failure of the Contractor to furnish, deliver and/or maintain such insurance as provided herein, this Agreement, at the election of the County, may be immediately declared suspended, discontinued, or terminated. Failure of the Contractor in obtaining and/or maintaining any required insurance shall not relieve the Contractor from any liability under this Agreement, nor shall the insurance

requirements be construed to conflict with the obligations of the Contractor concerning indemnification.

8.7.Endorsement: Each insurance policy herein required shall be endorsed to state that coverage shall not be suspended, voided, or canceled without thirty (30) days prior written notice by certified mail, return receipt requested, to the County.

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

## **9. TERMINATION:**

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

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

## **10. MUTUAL UNDERSTANDINGS:**

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

10.2. Compliance with Laws: During the performance of this Agreement, the Contractor agrees to strictly adhere to all applicable federal, state, and local laws, rules and regulations, including all licensing and permit requirements. The parties hereto aver that they are familiar with § 18-8-301, et seq., C.R.S. (Bribery and Corrupt Influences), as amended, and § 18-8-401, et seq., C.R.S. (Abuse of Public Office), as amended, and that no violation of such provisions are present. 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: 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. Assign Ability: 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: Liz Estrada or Ben DeRomanis  
Address: 4430 South Adams County Parkway  
City, State, Zip: Brighton, Colorado 80601  
Phone: 720.523.6052 or 720.523.6043  
E-mail: [lestrada@adcogov.org](mailto:lestrada@adcogov.org) or [bderomanis@adcogov.org](mailto:bderomanis@adcogov.org)

Department: Adams County Attorney's Office  
Address: 4430 South Adams County Parkway  
City, State, Zip: Brighton, Colorado 80601  
Phone: 720-523-6116

Contractor: Armored Knights Inc  
Contact: Ryan Knight  
Address: 375 Yuma Street  
City, State, Zip: Denver, CO 80204  
Phone: (402)341-2600  
E-mail: [ryan@armoredknights.com](mailto:ryan@armoredknights.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.

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

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

## **12. COMPLIANCE WITH C.R.S. § 8-17.5-101, ET. SEQ. AS AMENDED 5/13/08:** Pursuant to Colorado Revised Statute (C.R.S.), § 8-17.5-101, *et. seq.*, as amended May 13, 2008, the Contractor shall meet the following requirements prior to signing this Agreement (public contract for service) and for the duration thereof:

- 12.1. The Contractor shall certify participation in the E-Verify Program (the electronic employment verification program that is authorized in 8 U.S.C. § 1324a and jointly administered by the United States Department of Homeland Security and the Social Security Administration, or its successor program) or the Department Program (the employment verification program established by the Colorado Department of Labor and Employment pursuant to C.R.S. § 8-17.5-102(5)) on the attached certification.
- 12.2. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.
- 12.3. The Contractor shall not enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.
- 12.4. At the time of signing this public contract for services, the Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this public contract for services through participation in either the E-Verify Program or the Department Program.

- 12.5. The Contractor shall not use either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this public contract for services is being performed.
- 12.6. If 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.

The remainder of this page is left blank intentionally.

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

*Bob McLeod* 3/20/15  
County Manager Date

Armored Knights Inc

*Ryan Knight* 3/17/15  
Signature Date

Ryan Knight Account Executive  
Printed Name Title

Attest:

Stan Martin, Clerk and Recorder

*Emanna*  
Deputy Clerk

Approved as to Form:

*A. Gust*  
Adams County Attorney's Office

NOTARIZATION OF CONTRACTOR'S SIGNATURE:

COUNTY OF Douglas

STATE OF Nebraska )SS.

Signed and sworn to before me this 17 day of March, 2015,

by Kim A. Kohl,

*Kim A Kohl*  
Notary Public



My commission expires on: September 12, 2018



### 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:

Armored Knights Inc.  
Company Name

3/17/15  
Date

Ryan Knight  
Signature

Ryan Knight  
Name (Print or Type)

Account Executive  
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



# **ARMORED KNIGHTS INCORPORATED**

375 Yuma Street Denver, CO 80204 • (402) 341-2600

[www.Armoredknights.com](http://www.Armoredknights.com)

[Ryan@armoredknights.com](mailto:Ryan@armoredknights.com)

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**BID TO:**

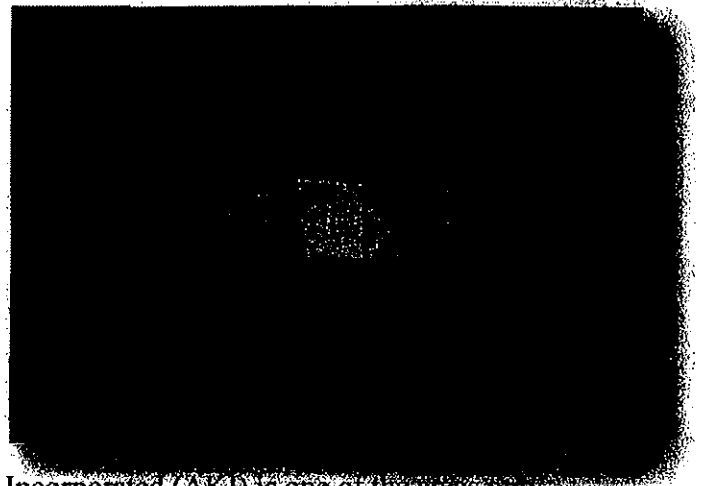
**ADAMS COUNTY**



for

**Armored Car Service  
October 3, 2013**

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### Capacity and Experience

Established in April of 1988, Armored Knights Incorporated (AKI) is one of the areas only locally owned and operated Armored Car Service. AKI provides a full line of services including; Armored Transportation, Vault Storage, Delivery services, ATM services, Governmental services, Guard services, Private Investigation, Bank Robbery Training, and Smart Safe Distributor & Experts. AKI provides leading edge technology to effectively manage your cash logistics and high value transportation needs. We provide our customers with unparalleled security, excellence of operations, and superior customer service.

AKI is an armored car company whose mission is to be the best in class provider of armored services in the Midwest. The company's strategy is to consolidate its excellent customer and client service by making timely deliveries in the most secure environment, hiring the best drivers, and having a competitive pricing structure. AKI has acquired the best and most modern equipment for the job. In addition, AKI has built its own terminal facility to the specific needs of the armored car industry.

We attract and hire the most qualified personnel in the industry. Extensive background checks are performed, including criminal, driving, credit, and reference checks. All employees are enrolled in open carry firearms training. AKI has made sure to have the highest paid employees in the industry, which helps us have a low turnover rate and increases customer satisfaction.



RK

**Submittal Checklist Submittal Checklist**

- ✓ Bid Response
- ✓ W-9
- ✓ Contractor's Certification of Compliance
- ✓ Vendor's Statement
- ✓ References

RK

Attachment A- [REDACTED]

All items picked up at the locations listed below are to be delivered the same day, before 2:30 p.m. to the Adams County Treasurer's Office, 4430 South Adams County Parkway, 2<sup>nd</sup> Floor, Suite C2436, Brighton, Colorado, 80601.

<u>LOCATION</u>	<u>MAXIMUM LIABILITY</u>	<u>PICKUP FREQUENCY</u>
Human Services Building 3 <sup>rd</sup> Floor, Investigations & Recovery 7190 Colorado Boulevard Commerce City, CO 80022	\$40,000	Monday – Friday
Parks & Community Resources 9755 Henderson Road, 2 <sup>nd</sup> Floor Brighton, CO 80601	\$20,000	Friday after 9:00 a.m.
Riverdale Dunes & Knolls Golf Course 13300 Riverdale Road Brighton, CO 80601	\$60,000	April – September – in season Monday-Friday October – March – off season Monday & Friday only
Animal Shelter 10705 Fulton Street Brighton, CO 80601	\$12,500	Wednesday after 10:00 a.m.
Sheriff's Headquarters 332 North 19 <sup>th</sup> Avenue Brighton, CO 80601	\$20,000	Thursday after 9:00 a.m.
Sheriff's Substation 4201 east 72 <sup>nd</sup> Avenue Commerce City, CO 80022	\$20,000	Tuesday & Thursday after 9:00 a.m.

All items picked up at the locations listed below are to be delivered the same day, before 4:30 p.m. to Wells Fargo Bank, 15 South Main Street, Brighton, Colorado, 80601.

<u>LOCATION</u>	<u>MAXIMUM LIABILITY</u>	<u>PICKUP FREQUENCY</u>
Treasurer's Office 4430 South Adams County Parkway 2 <sup>nd</sup> Floor, Suite C2436 Brighton, Colorado, 80601	\$50,000	Monday- Friday 10:00 a.m. – 2:00 p.m.

AK



**ADAMS COUNTY**  
**COLORADO**  
**BID FORM**

**2013.192 ARMORED CAR SERVICES**

**PAGE 1 OF 3- Revised**

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 bid is hereby submitted.

**Human Services Building**

Three Hundred Thirty Two Dollars & 44/100 Cents  
Written Amount

\$332.44  
Dollars

**Parks & Community Resources**

Sixty Seven Dollars & 41/100 Cents  
Written Amount

\$67.41  
Dollars

**Riverdale Dunes & Knolls Golf Course – in season**

Three Hundred Thirty Two Dollars & 44/100 Cents  
Written Amount

\$332.44  
Dollars

**Riverdale Dunes & Knolls Golf Course – off season**

One Hundred Thirty Three Dollars & 28/100 Cents  
Written Amount

\$133.28  
Dollars

**Animal Shelter**

Sixty Seven Dollars & 41/100 Cents  
Written Amount

\$67.41  
Dollars

**Sheriff's Headquarters**

Sixty Seven Dollars & 41/100 Cents  
Written Amount

\$67.41  
Dollars

**Sheriff's Substation**

One Hundred Thirty Three Dollars & 28/100 Cents  
Written Amount

\$133.28  
Dollars

*RL*



**ADAMS COUNTY**

**COLORADO**

**BID FORM**

**2010 ARMORED CAR SERVICES**

**PAGE 2 OF 3- Revised**

**Aurora Motor Vehicle**

Three Hundred Thirty Two Dollars & 44/100 Cents  
Written Amount

\$332.44  
Dollars

**North Pecos Motor Vehicle**

Three Hundred Thirty Two Dollars & 44/100 Cents  
Written Amount

\$332.44  
Dollars

**Commerce City Motor Vehicle**

Three Hundred Thirty Two Dollars & 44/100 Cents  
Written Amount

\$332.44  
Dollars

**Brighton Motor Vehicle**

Three Hundred Thirty Two Dollars & 44/100 Cents  
Written Amount

\$332.44  
Dollars

**Westminster Motor Vehicle**

Three Hundred Thirty Two Dollars & 44/100 Cents  
Written Amount

\$332.44  
Dollars

**Treasurer's Office- deliver to N. Valley Bank**

Three Hundred Thirty Two Dollars & 44/100 Cents  
Written Amount

\$332.44  
Dollars

**Treasurer's Office- deliver to Valley Bank & Trust**

Thirty Three Dollars & 70/100 Cents  
Written Amount

\$33.70  
Dollars

**Treasurer's Office- deliver to Wells Fargo Bank**

Three Hundred Thirty Two Dollars & 44/100 Cents  
Written Amount

\$332.44  
Dollars

*Rk*

## 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:

Armored Knights Inc.  
Company Name

October 3<sup>rd</sup>, 2013  
Date

Ryan Knight  
Name (Print or Type)

  
Signature

Account Executive  
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







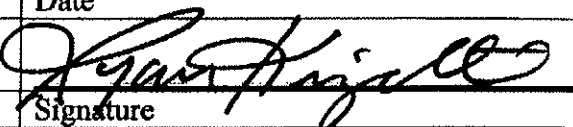
2013.192 Armored Car Services

**VENDOR'S STATEMENT**

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

WE THE UNDERSIGNED HEREBY ACKNOWLEDGE RECEIPT OF

Addenda # (1) Addenda # \_\_\_\_\_  
If None, Please write NONE.

<u>Armored Knights Inc</u>	<u>October 3<sup>rd</sup>, 2013</u>
Company Name	Date
<u>375 Yuma Street</u>	
Address	Signature
<u>Denver, CO 80204</u>	<u>Ryan Knight</u>
City, State, Zip Code	Printed Name
<u>Denver County</u>	<u>Account Executive</u>
County	Title
<u>(402) 341-2600</u>	<u>(402) 933-5539</u>
Telephone	Fax
<u>ryan@armoredknights.com</u>	
E-mail Address	

*RK*



2013.192 BID FORM – REFERENCE SHEET  
2013.192 ARMORED CAR SERVICES  
PAGE 3 OF 3- Revised

A minimum of three references (of current customers) are required as part of the bid document.

1. Douglas County  
Company Name  
  
1819 Farnam Street, Room 902, Omaha, NE 68183  
Company Address (include City, State and Zip)  
  

<u>Lisa Anderson</u> Contact Name	<u>(402) 444-7156</u> Phone Number
<u>May of 2010 through November 2014</u> # Years providing service	<u>(402) 444-4992</u> Fax Number
2. Millard Public Schools  
Company Name  
  
13906 F Street Omaha, NE 68137  
Company Address (include City, State and Zip)  
  

<u>Kay Boyle</u> Contact Name	<u>(402) 715-1433</u> Phone Number
<u>2000 to present</u> # Years providing service	<u>(402) 715-1224</u> Fax Number
3. Des Moines Public Schools  
Company Name  
  
1915 Prospect Road Des Moines, IA 50314  
Company Address (include City, State and Zip)  
  

<u>Sandy Huisman</u> Contact Name	<u>(515) 242-7712</u> Phone Number
<u>2011 to Present</u> # Years providing service	<u>(515) 242-7550</u> Fax Number

AK



2013.192 BID FORM – REFERENCE SHEET  
2013.192 ARMORED CAR SERVICES  
PAGE 3 OF 3- Revised

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1. Douglas County  
Company Name  
  
1819 Farnam Street, Room 902, Omaha, NE 68183  
Company Address (include City, State and Zip)  
  

<u>Lisa Anderson</u> Contact Name	<u>(402) 444-7156</u> Phone Number
<u>May of 2010 through November 2014</u> # Years providing service	<u>(402) 444-4992</u> Fax Number
2. Millard Public Schools  
Company Name  
  
13906 F Street Omaha, NE 68137  
Company Address (include City, State and Zip)  
  

<u>Kay Boyle</u> Contact Name	<u>(402) 715-1433</u> Phone Number
<u>2000 to present</u> # Years providing service	<u>(402) 715-1224</u> Fax Number
3. Des Moines Public Schools  
Company Name  
  
1915 Prospect Road Des Moines, IA 50314  
Company Address (include City, State and Zip)  
  

<u>Sandy Huisman</u> Contact Name	<u>(515) 242-7712</u> Phone Number
<u>2011 to Present</u> # Years providing service	<u>(515) 242-7550</u> Fax Number

*AK*

**ADAMS COUNTY FORMAL INVITATION FOR BID  
2013.192**

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**Armored Car Services**

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

**BID ISSUANCE**

**Date: September 9, 2013**

**QUESTIONS**

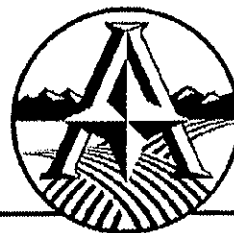
Written questions will be accepted through September 23, 2013  
Questions must be submitted by E-mail to [rpetersen@adcogov.org](mailto:rpetersen@adcogov.org)  
Addendum to answer submitted questions will be issued no later than  
September 26, 2013

**BID OPENING**

**Date: October 8, 2013**

**Time: 2:00 p.m.**

**Location: Adams County Government Center  
4430 South Adams County Parkway  
Brighton, Colorado 80601**



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**ADAMS COUNTY**  
**COLORADO**

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## GENERAL INSTRUCTIONS

1. The Adams County Board of Commissioners by and through its Purchasing Division of the Finance Department is accepting bids for **Armored Car Services**.
2. **All documents related to this BID 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.
3. Written questions may be submitted through September 23, 2013. All questions are to be submitted to Renee Petersen, Purchasing Agent by E-mail at [rpetersen@adcogov.org](mailto:rpetersen@adcogov.org).
4. An Addendum to answer submitted questions will be issued no later than September 26, 2013.
5. Bids
  - 5.1. Sealed bids 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 2:00 p.m. on October 8, 2013.
  - 5.2. The bid opening time shall be according to our clock.
  - 5.3. Bids will be publicly opened and read aloud at this time.
  - 5.4. Bids may be mailed or delivered in person and **must be** in a sealed envelope clearly labeled with Company Name, 2013.192, and Armored Car Services.
  - 5.5. No bids will be accepted after the time and date established above except by written addenda.
6. Issuance of this invitation does not commit Adams County to award any contract or to procure or contract for any equipment, materials or services.

## 7. BID REQUIREMENTS

- 7.1. Three (3) copies: 1 paper original, 1 paper copy and 1 CD (PDF) of the bid are required. If brochures or other supportive documents are requested, then it is required that xxx sets be submitted with bid.
- 7.2. All bids must be signed.

- 7.3. Whenever addendum/addenda are required, they must be acknowledged on the bid form in the appropriate space so designated.
- 7.4. Bids may not be withdrawn after date and hour set for closing.
- 7.5. Adams County assumes no responsibility for late deliveries of mail on behalf of the United States Post Office.
- 7.6. Adams County assumes no responsibility for bids being either opened early or improperly routed if the envelope is not clearly marked on the outside: clearly labeled with Company Name, 2013.192, and Armored Car Services.
- 7.7. In the event of a situation severe enough to cause the Adams County Board of Commissioners to close Adams County ("County") offices for any reason, the Purchasing Manager has the prerogative of rescheduling the bid opening time and date. No bidder will be considered above all other bidders 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 Adams County Board of County Commissioners to close the County offices.
- 7.8. Bids must be submitted on the form as supplied/described by Adams County. Failure to bid on the form provided may be cause for the rejection of the bid. Bids must be furnished exclusive of taxes.
- 7.9. No award will be made to any person, firm or corporation that is in arrears upon any obligation to the County.
- 7.10. 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.
- 7.11. The County reserves the right to waive any irregularities or informalities, and the right to accept or reject any and all bids, including but not limited to any bid which does not meet bonding requirements, or bids which do not furnish the quality, or offer the availability of materials, equipment or services as required by the specifications, description or scope of services, or bids from offerors who lack experience or financial responsibility, or bids which are not made to form. The County reserves the right not to award bids to the lowest and most responsive and responsible offeror, and may require new bids.
- 7.12. 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.
- 7.13. Only sealed bids received by the Purchasing Department will be accepted; bids submitted by telephone, E-mail, or facsimile machines are not acceptable.

- 7.14. If a formal contract is required, the offeror agrees and understand a Notice of Award does not constitute a contract or other 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.
8. 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.
9. Adams County is an equal opportunity employer.
10. **INSURANCE:** The Contractor agrees to maintain insurance of the following types and amounts:
- 10.1. Commercial General Liability Insurance: to include products liability, completed operations, contractual, broad form property damage and personal injury.
- |         |                   |             |
|---------|-------------------|-------------|
| 10.1.1. | Each Occurrence   | \$1,000,000 |
| 10.1.2. | General Aggregate | \$2,000,000 |
- 10.2. Comprehensive Automobile Liability Insurance: to include all motor vehicles owned, hired, leased, or borrowed.
- |         |                               |                             |
|---------|-------------------------------|-----------------------------|
| 10.2.1. | Bodily Injury/Property Damage | \$1,000,000 (each accident) |
| 10.2.2. | Personal Injury Protection    | Per Colorado Statutes       |
- 10.3. Workers' Compensation Insurance: Per Colorado Statutes
- 10.4. Professional Liability Insurance: to include coverage for damages or claims for damages arising out of the rendering, or failure to render, any professional services.
- |         |   |             |
|---------|---|-------------|
| 10.4.1. | Each Occurrence   | \$1,000,000 |
| 10.4.2. | This insurance requirement applies only to Contractors who are performing services under this Agreement as professionals licensed under the laws of the State of Colorado, such as physicians, lawyers, engineers, nurses, mental health providers, and any other licensed professionals. |             |
- 10.5. The Contractor's commercial general liability, 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:
- 10.5.1. Underwriters shall have no right of recovery or subrogation against the County, it being the intent of the parties that the insurance policies so affected shall protect both parties and be primary coverage for any and all losses resulting from the actions or negligence of the Contractor.

- 10.5.2. The insurance companies issuing the policy or policies shall have no response against the County for payment of any premiums due or for any assessments under any form of any policy.
- 10.5.3. Any and all deductibles contained in any insurance policy shall be assumed by and at the sole risk of the Contractor.
- 10.6. All insurers of the Contractor must be licensed or approved to do business in the State of Colorado. Upon failure of the Contractor to furnish, deliver and/or maintain such insurance as provided herein, this Agreement, at the election of the County, may be immediately declared suspended, discontinued, or terminated. Failure of the Contractor in obtaining and/or maintaining any required insurance shall not relieve the Contractor from any liability under this Agreement, nor shall the insurance requirements be construed to conflict with the obligations of the Contractor concerning indemnification.
- 10.7. Each insurance policy herein required shall be endorsed to state that coverage shall not be suspended, voided, or canceled without thirty (30) days prior written notice by certified mail, return receipt requested, to the County.
- 10.8. At any time during the term of this Agreement, the County may require the Contractor to provide proof of the insurance coverage or policies required under this Agreement.
- 10.9. The Contractor shall not commence work under this contract until they have submitted to the County and received approval thereof, certificates of insurance showing that they have complied with the foregoing insurance.
- 10.10. All referenced insurance policies and/or certificates of insurance shall be issued to include Adams County as an "additional insured." The name of the bid or project must appear on the certificate of insurance.
- 10.11. Underwriters shall have no right of recovery or subrogation against Adams County; it being the intent of the parties that the insurance policies so affected shall protect both parties and be primary coverage for any and all losses covered by the described insurance.
- 10.12. The clause entitled "Other Insurance Provisions" contained in any policy including Adams County as an additional insured shall not apply to Adams County.
- 10.13. If any of the said policies shall be or at any time become unsatisfactory to the County as to form or substance, or if a company issuing any such policy shall be or at any time become unsatisfactory to the County, the Contractor shall promptly obtain a new policy, submit the same to the Purchasing Manager of Adams County for approval and thereafter submit a certificate of insurance as herein above provided. Upon failure of the Contractor to furnish, deliver and maintain such insurance as provided herein, this contract, at the election of the County, may be immediately declared suspended, discontinued or terminated. Failure of the Contractor in obtaining and/or maintaining any required insurance shall not relieve the Contractor from any liability under the contract, nor shall the insurance requirements be construed to conflict with the obligations of the Contractor concerning indemnification.



11. COMPLIANCE WITH C.R.S. § 8-17.5-101, ET. SEQ. AS AMENDED 5/13/08: Pursuant to Colorado Revised Statute (C.R.S.), § 8-17.5-101, *et. seq.*, as amended 5/13/08, the Contractor shall meet the following requirements prior to signing this Agreement (public contract for service) and for the duration thereof:
- 11.1. 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.
  - 11.2. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.
  - 11.3. 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.
  - 11.4. 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.
  - 11.5. 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.
  - 11.6. 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.
  - 11.7. 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).
  - 11.8. If Contractor violates this Section, of this Agreement, the County may terminate this Agreement for breach of contract. If the Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the County.

**END OF GENERAL INSTRUCTIONS**

## **SPECIFICATIONS**

### **Contractor Requirements**

12. The successful contractor shall supply all materials, uniforms, personnel, equipment, transportation and insurance for armored transport of cash and negotiable instruments in accordance with the attached delivery schedule. See Attachment A.
13. All deposits must be picked-up and delivered at respective locations as designate on Attachment A.
14. Contractor shall procure, at their own expense, all necessary licenses and permits required. In addition, contractor shall conform to all laws, regulations and ordinances applicable under the performance of this agreement.
15. Contractor shall provide Bill of Lading forms to each pick-up location; the cost of the forms shall be included in the bid price. All Bills of Lading shall be completed in a legible manner including dollar amount.
16. The successful contractor shall provide and maintain records of cash and non-cash pickups for each pick-up location. A receipt of each pick-up shall be provided for each pick-up transaction.
17. Contractor shall not subcontract any portion of this agreement without the written approval of the Board of County Commissioners.

### **Term**

18. The term of this agreement will be for one year with an option to renew for two additional one year terms.

### **Submittal Requirements**

19. The successful contractor shall complete and submit the attached Bid Form Signature pages and a minimum of three (3) current service contract references.

### **County Requirements**

20. County shall provide locking money bags.

Attachment A

All items picked up at the locations listed below are to be delivered the same day, before 2:30 p.m. to the Adams County Treasurer's Office, 4430 South Adams County Parkway, 2<sup>nd</sup> Floor, Suite C2436, Brighton, Colorado, 80601.

<u>LOCATION</u>	<u>MAXIMUM LIABILITY</u>	<u>PICKUP FREQUENCY</u>
Human Services Building 3 <sup>rd</sup> Floor, Investigations & Recovery 7190 Colorado Boulevard Commerce City, CO 80022	\$40,000	Monday – Friday
Parks & Community Resources 9755 Henderson Road, 2 <sup>nd</sup> Floor Brighton, CO 80601	\$20,000	Friday after 9:00 a.m.
Riverdale Dunes & Knolls Golf Course 13300 Riverdale Road Brighton, CO 80601	\$60,000 \$5,000	April – September – in season Monday-Friday October – March – off season Monday & Friday only
Animal Shelter 10705 Fulton Street Brighton, CO 80601	\$12,500	Wednesday after 10:00 a.m.
Sheriff's Headquarters 332 North 19 <sup>th</sup> Avenue Brighton, CO 80601	\$20,000	Thursday after 9:00 a.m.
Sheriff's Substation 4201 east 72 <sup>nd</sup> Avenue Commerce City, CO 80022	\$20,000	Tuesday & Thursday after 9:00 a.m.

**All items picked up at the locations listed below are to be delivered on the same day, before 4:30 p.m. to North Valley Bank, 9001 North Washington, Thornton, Colorado, 80229.**

<u>LOCATION</u>	<u>MAXIMUM LIABILITY</u>	<u>PICKUP FREQUENCY</u>
Aurora Motor Vehicle 3449 N. Chambers Road Aurora, CO 80011	\$200,000	Monday – Friday 10:00 a.m. to 12:00 p.m.
North Pecos Motor Vehicle 12200 Pecos Street Westminster, CO 80234	\$200,000	Monday – Friday 11:00 a.m. to 2:00 p.m.
Commerce City Motor Vehicle 4201 E. 72 <sup>nd</sup> Avenue Commerce City, CO 80022	\$300,000	Monday – Friday 11:00 a.m. to 2:00 p.m.
Brighton Motor Vehicle 4430 South Adams County Parkway 1 <sup>st</sup> Floor, Suite E2001 Brighton, CO 80601	\$300,000	Monday – Friday 10:00 a.m. – 12:00 p.m.
Westminster Motor Vehicle 8452 Federal Boulevard Westminster, CO 80030	\$200,000	Monday – Friday 11:00 a.m. – 2:00 p.m.
Treasurer's Office 4430 South Adams County Parkway 2 <sup>nd</sup> Floor, Suite C2436 Brighton, Colorado, 80601	\$50,000	Monday- Friday 10:00 a.m. – 2:00 p.m.

**All items picked up at the locations listed below are to be delivered on the same day, before 4:30 p.m. to Valley Bank & Trust, 30 North 4<sup>th</sup> Avenue, Brighton, CO 80601.**

<u>LOCATION</u>	<u>MAXIMUM LIABILITY</u>	<u>PICKUP FREQUENCY</u>
Treasurer's Office 4430 South Adams County Parkway, 2 <sup>nd</sup> Floor, Suite C2436 Brighton, Colorado, 80601	\$50,000	Monday- Friday <del>10:00 a.m. – 2:00 p.m.</del>



2013.192 Armored Car Services

**VENDOR'S STATEMENT**

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

WE THE UNDERSIGNED HEREBY ACKNOWLEDGE RECEIPT OF

Addenda # \_\_\_\_\_ Addenda # \_\_\_\_\_

If None, Please write NONE.

Company Name	Date
Address	Signature
City, State, Zip Code	Printed Name
County	Title
Telephone	Fax
E-mail Address	



**2013.192 ARMORED CAR SERVICES**  
**PAGE 1 OF 3**

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 bid is hereby submitted.

**Human Services Building**

\_\_\_\_\_  
Written Amount \$ \_\_\_\_\_  
Dollars

**Parks & Community Resources**

\_\_\_\_\_  
Written Amount \$ \_\_\_\_\_  
Dollars

**Riverdale Dunes & Knolls Golf Course – in season**

\_\_\_\_\_  
Written Amount \$ \_\_\_\_\_  
Dollars

**Riverdale Dunes & Knolls Golf Course – off season**

\_\_\_\_\_  
Written Amount \$ \_\_\_\_\_  
Dollars

**Animal Shelter**

\_\_\_\_\_  
Written Amount \$ \_\_\_\_\_  
Dollars

**Sheriff's Headquarters**

\_\_\_\_\_  
Written Amount \$ \_\_\_\_\_  
Dollars

**Sheriff's Substation**

\_\_\_\_\_  
Written Amount \$ \_\_\_\_\_  
Dollars