PURCHASE OF PRODUCT AND SERVICE AGREEMENT

THIS AGREEMENT ("Agreement") is made this day of October 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 Ford Audio Video located at 4230 Carson Street, Denver, Colorado 80239, 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 and products shall be in accordance with the attached RFP 2015.332 and the Contractor's best and final response to the RFP 2015.332 attached hereto as Exhibit A, and incorporated herein by reference. Should there be any discrepancy between Exhibit A and this Agreement the terms and conditions of this Agreement shall prevail.
- 1.2. Emergency Services: In the event the Adams County Board of County Commissioners declares an emergency, the County may request additional services (of the type described in this Agreement or otherwise within the expertise of the Contractor) to be performed by the Contractor. If the County requests such additional services, the Contractor shall provide such services in a timely fashion given the nature of the emergency, pursuant to the terms of this Agreement. Unless otherwise agreed to in writing by the parties, the Contractor shall bill for such services at the rates provided for in this Agreement.
- 2. <u>RESPONSIBILITIES OF THE COUNTY:</u> The County shall provide information as necessary or requested by the Contractor to enable the Contractor's performance under this Agreement.

3. TERM:

- 3.1. Term of Agreement: The Term of this Agreement shall be through December 31, 2015.
- **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 seven thousand five hundred eighty-two dollars (\$37,582.00).
 - 4.1. Payment pursuant to this Agreement, whether in full or in part, is subject to and contingent upon the continuing availability of County funds for the purposes hereof. In the event that funds become unavailable, as determined by the County, the County may immediately terminate this Agreement or amend it accordingly.
- **5. INDEPENDENT CONTRACTOR:** In providing services under this Agreement, the Contractor acts as an independent contractor and not as an employee of the County. The Contractor shall be solely and entirely responsible for his/her acts and the acts of his/her

employees, agents, servants, and subcontractors during the term and performance of this Agreement. No employee, agent, servant, or subcontractor of the Contractor shall be deemed to be an employee, agent, or servant of the County because of the performance of any services or work under this Agreement. The Contractor, at its expense, shall procure and maintain workers' compensation insurance as required by law. Pursuant to the Workers' Compensation Act § 8-40-202(2)(b)(IV), C.R.S., as amended, the Contractor understands that it and its employees and servants are not entitled to workers' compensation benefits from the County. The Contractor further understands that it is solely obligated for the payment of federal and state income tax on any moneys earned pursuant to this Agreement.

6. **NONDISCRIMINATION:**

- 6.1. The Contractor shall not discriminate against any employee or qualified applicant for employment because of age, race, color, religion, marital status, disability, sex, or national origin. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices provided by the local public agency setting forth the provisions of this nondiscrimination clause. Adams County is an equal opportunity employer.
 - 6.1.1. The Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
- 7. **INDEMNIFICATION:** The Contractor agrees to indemnify and hold harmless the County, its officers, agents, and employees for, from, and against any and all claims, suits, expenses, damages, or other liabilities, including reasonable attorney fees and court costs, arising out of damage or injury to persons, entities, or property, caused or sustained by any person(s) as a result of the Contractor's performance or failure to perform pursuant to the terms of this Agreement or as a result of any subcontractors' performance or failure to perform pursuant to the terms of this Agreement.
- **8. INSURANCE:** The Contractor agrees to maintain insurance of the following types and amounts:
 - 8.1. <u>Commercial General Liability Insurance:</u> to include products liability, completed operations, contractual, broad form property damage and personal injury.

8.1.1. Each Occurrence:

\$1,000,000

8.1.2. General Aggregate:

\$2,000,000

8.2. <u>Comprehensive Automobile Liability Insurance:</u> to include all motor vehicles owned, hired, leased, or borrowed.

8.2.1. Bodily Injury/Property Damage:

\$1,000,000 (each accident)

8.2.2. Personal Injury Protection:

Per Colorado Statutes

8.3. Workers' Compensation Insurance: Per Colorado Statutes

8.4. <u>Professional Liability Insurance</u>: to include coverage for damages or claims for damages arising out of the rendering, or failure to render, any professional services, as applicable.

8.4.1. Each Occurrence:

- \$1,000,000
- 8.4.2. This insurance requirement applies only to the Contractors who are performing services under this Agreement as professionals licensed under the laws of the State of Colorado, such as physicians, lawyers, engineers, nurses, mental health providers, and any other licensed professionals.
- 8.5. <u>Adams County as "Additional Insured":</u> 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. <u>Licensed Insurers</u>: 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. <u>Proof of Insurance:</u> At any time during the term of this Agreement, the County may require the Contractor to provide proof of the insurance coverage or policies required under this Agreement.

9. WARRANTY:

9.1. The Contractor warrants and guarantees to the County that all work, equipment, and materials furnished under the Agreement are free from defects in workmanship and materials for a period of one year after final acceptance by the County. The Contractor further warrants and guarantees that the plans and specifications incorporated herein are free of fault and defect sufficient for Contractor to warrant the finished product after completion date. Should the Contractor fail to proceed promptly in accordance with this guarantee, the County may have such work performed at the expense of the Contractor. This section does not relieve the Contractor from liability for defects that become known after one year.

10. TERMINATION:

- 10.1. <u>For Cause:</u> 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.
- 10.2. <u>For Convenience</u>: 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.

11. MUTUAL UNDERSTANDINGS:

- 11.1. <u>Jurisdiction and Venue</u>: The laws of the State of Colorado shall govern as to the interpretation, validity, and effect of this Agreement. The parties agree that jurisdiction and venue for any disputes arising under this Agreement shall be with Adams County, Colorado.
- 11.2. 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. The Contractor warrants that it is in compliance with the residency requirements in §§ 8-17.5-101, et seq., C.R.S. Without limiting the generality of the foregoing, the Contractor expressly agrees to comply with the privacy and security requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- 11.3. OSHA: The Contractor shall comply with the requirements of the Occupational Safety and Health Act (OSHA) and shall review and comply with the County's safety regulations while on any County property. Failure to comply with any applicable federal, state or local law, rule, or regulation shall give the County the right to terminate this agreement for cause.
- 11.4. <u>Record Retention:</u> 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.
- 11.5. <u>Assignability:</u> 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.
- 11.6. <u>Waiver:</u> 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.

- 11.7. <u>Force Majeure:</u> 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.
- 11.8. 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 District Attorney

Contact: Jason Schultz

Address: 1000 Judicial Center Drive

City, State, Zip: Brighton, Colorado 80601

Phone: 303-835-5580

E-mail: jschultz@da17state.co.us

Department: Adams County Purchasing

Contact: Jennifer Tierney

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

Phone: 720-523-6049

E-mail: itierney@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: Ford Audio Video Contact: Jason McMillen Address: 4230 Carson Street

City, State, Zip: Denver, Colorado 80239

Phone: 720-374-2345

E-mail: mcmij@fordav.com

- 11.9. <u>Integration of Understanding:</u> This Agreement contains the entire understanding of the parties hereto and neither it, nor the rights and obligations hereunder, may be changed, modified, or waived except by an instrument in writing that is signed by the parties hereto.
- 11.10. <u>Severability:</u> If any provision of this Agreement is determined to be unenforceable or invalid for any reason, the remainder of this Agreement shall remain in effect, unless otherwise terminated in accordance with the terms contained herein.
- 11.11. 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.
- 11.12. <u>Confidentiality:</u> All documentation related to this Agreement will become the property of Adams County. All documentation maintained or kept by Adams County shall be subject to the Colorado Open Records Act, C.R.S. 24-72-201 *et seq.* ("CORA"). The County does not guarantee the confidentiality of any records.

12. CHANGE ORDERS OR EXTENSIONS:

- 12.1. 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.
- 12.2. Extensions: The County may, upon mutual written agreement by the parties, extend the time of completion of services to be performed by the Contractor.
- 13. <u>COMPLIANCE WITH C.R.S. § 8-17.5-101, ET. SEQ. AS AMENDED 5/13/08:</u> 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:
 - 13.1. 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.
 - 13.2. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.
 - 13.3. 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.
 - 13.4. 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.
 - 13.5. 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.
 - 13.6. If the Contractor obtains actual knowledge that a subcontractor performing work under this public contract for services knowingly employs or contracts with an illegal alien, the Contractor shall: notify the subcontractor and the County within three (3) days that

the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to the previous paragraph, the subcontractor does not stop employing or contracting with the illegal alien; except that the Contractor shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

- 13.7. 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).
- 13.8. 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:

Todd Leopold, County Manager

Ford Audio Vid Attest: Stan Martin, Clerk and Recorder Approved as to Form: Adams County Attorney's Office NOTARIZATION OF CONTRACTOR'S SIGNATURE: COUNTY OF Oklain STATE OF Oktohon -)SS. Signed and sworn to before me this 14th day of Oktober, 2015, My commission expires on: 5/1/2018

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:

Ford And. Didec Systems, LLC	10/14/15
Company Name	Date
Signature Signature	
Name (Print or Type)	
Sr. Contracts Admin	

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

Exhibit A

GENERAL INSTRUCTIONS

- 1. The Adams County Board of Commissioners by and through its Purchasing Division of the Finance Department is accepting proposals for a conference room audio, video and infrastructure set-up.
- 2. All documents related to this RFP will be posted on the Rocky Mountain Bid System at: http://www.rockymountainbidsystem.com/Bids/ViewOpenSolicitations.asp
 - 2.1. Interested parties 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 July 22, 2015. All questions are to be submitted to Jennifer Tierney, Contract Administrator by email at jtierney@adcogov.org.
- 4. An Addendum to answer all questions will be issued no later than July 27, 2015.
- 5. There will be a **Mandatory Pre-Proposal conference** on at 9:00 a.m. on July 20, 2015 located at the District Attorney's Building, 1000 Judicial Center Drive, Brighton, CO 80201.

6. Proposals

- 6.1. Sealed proposals for consideration will be received at the office of the Purchasing Division of the Finance Department at the Adams County Government Center, 4430 South Adams County Parkway, Fourth Floor, C4000A Brighton Colorado 80601, up to 2:00 p.m. on August 4, 2015.
- 6.2. The proposal opening time shall be according to our clock.
- 6.3. Proposals will be publicly opened and the names of the companies submitting proposals will be read aloud.
- 6.4. Proposals may be mailed or delivered in person and **must be** in a sealed envelope clearly labeled with Company Name, Proposal Number and Project Title.
- 6.5. No proposals will be accepted after the time and date established above except by written addenda.
- 6.6. The proposal must be submitted on a CD in a single PDF file not to exceed 25 pages. Brochures or other supportive documents may be included with the proposal narrative.
- 6.7. The two proposal signature pages "CONTRACTOR'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 "PROPOSAL FORM" acknowledging the receipt

- of addendum(s) must be signed and included as hard copy with the CD. These are the last two pages of the RFP.
- 6.8. Proposals may not be withdrawn after date and hour set for closing. Failure to enter contract or honor the purchase order will be cause for removal of supplier's name from the Vendor's List for a period of twelve (12) months from the date of this opening.
- 6.9. In submitting the proposal, the vendor agrees that acceptance of any or all proposals by the Purchasing Manager within a reasonable time or period constitutes a contract. No delivery shall become due or be accepted unless a purchase order shall first have been issued by the Purchasing Division.
- 6.10. The County assumes no responsibility for late deliveries of mail on behalf of the United States Post Office or any other delivery system.
- 6.11. The County assumes no responsibility for a proposal being either opened early or improperly routed if the envelope is not clearly marked on the outside: Audio Video Set up District Attorney Office RFP 2015.332.
- 6.12. 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 proposal opening time and date. No proposal will be considered above all other proposals by having met the proposal opening time and date requirements to the exclusion of those who were unable to present their proposal due to a situation severe enough to cause the Board of Commissioners to close the County offices.
- 6.13. Proposal must be submitted in the format supplied and/or described by the County. Failure to submit in the format provided may be cause for rejection of the proposal. Proposals must be furnished exclusive of taxes.
- 6.14. No award will be made to any person, firm, or corporation, which is in arrears upon any obligation to the County.
- 6.15. 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.
- 6.16. 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:
 - 6.16.1. Any Proposal which does not meet bonding requirements, or,
 - 6.16.2. Proposals which do not furnish the quality, or,
 - 6.16.3. Offer the availability of materials, equipment or services as required by the specifications, description or scope of services, or,
 - 6.16.4. Proposals from offerors who lack experience or financial responsibility, or,

- 6.16.5. Proposals which are not made to form.
- 6.17. The Board of County Commissioners may rescind the award of any proposal within one week thereof or at its next regularly scheduled meeting; whichever is later, when the public interest will be served thereby.
- 6.18. Issuance of this solicitation does not commit the County to award any Agreement or to procure or Agreement for any equipment, materials or services.
- 6.19. If a formal Agreement is required, the Contractor agrees and understands that a Notice of Award does not constitute an Agreement or create a property interest of any nature until an Agreement is signed by the Awardee and the Board of County Commissioners and/or their authorized designee.
- 6.20. Only sealed proposals received by the Purchasing Division of the Finance Department will be accepted; proposals submitted telephone, email, or facsimile machines are not acceptable.
- 6.21. All documentation submitted in response to this solicitation will become the property of Adams County. All documentation maintained or kept by Adams County shall be subject to the Colorado Open Records Act. C.R.S. 24-72-201 et. seq. ("CORA"). Accordingly, respondents are discouraged from providing information that they consider confidential, privileged, and/or trade secrets as part of a response to this solicitation. Any portions of submissions that are reasonably considered confidential should be clearly marked. The County does not guarantee the confidentiality of any records.
- 7. Adams County is an equal opportunity employer.
- 8. The County ensures that disadvantaged business enterprises will be afforded full opportunity to submit bids 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.
- 9. **COOPERATIVE PURCHASING**: Adams County encourages cooperative purchasing in an effort to assist other agencies to reduce their cost of bidding and to make better use of taxpayer dollars through volume purchasing. Contractor(s) may, at their discretion, agree to extend the prices and/or terms of the resulting award to other state or local government agencies, school districts, or political subdivisions in the event they would have a need for the same product/service. Usage by any entity shall not have a negative impact on Adams County in the current term or in any future terms.

The Contractor(s) must deal directly with any governmental agency concerning the placement of purchase orders/agreements, freight/delivery charges, contractual disputes, invoices, and payments. Adams County shall not be liable for any costs or damages incurred by any other entity.

- 10. **INSURANCE:** The Contractor agrees to maintain insurance of the following types and amounts:
 - 10.1. <u>Commercial General Liability Insurance</u>: 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. <u>Comprehensive Automobile Liability Insurance</u>: 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. <u>Professional Liability Insurance</u>: to include coverage for damages or claims for damages arising out of the rendering, or failure to render, any professional services.

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, 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:
 - 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's 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 proposal or project must appear on the certificate of insurance.
- 10.11. 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.
- 10.12. The clause entitled "Other Insurance Provisions" contained in any policy including the County as an additional insured shall not apply to The 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.
- 11. Contractor shall comply with the requirements of the Occupational Safety and Health Act (OSHA) and shall review and comply with the County's safety regulations while on any County property. Failure to comply with any applicable federal, state or local law, rule, or regulation shall give the County the right to terminate this agreement for cause.
- 12. 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:
 - 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.

End General Information

The remainder of this page is left blank intentionally.

13. Scope of Work

- Adams County Government is requesting proposals from qualified firms for a contractor to provide a complete set-up for a conference room audio, video and IT infrastructure located at the Adams County District Attorney's office, 1000 Judicial Center Drive, Brighton Co, 80601.
- 14 Conference room audio, video and IT infrastructure:
 - 14.1 HD laser projector (wide-format).
 - 14.2 Wide-format projection screen.
 - 14.3 HD Cameras (one to face the stage and one to face the audience).
 - 14.4 A microphone in the ceiling that will face the stage and also microphones that cover the audience (for Q&A purposes).
 - 14.5 New audio system, to include:
 - 14.5.1 New stereo amplifier.
 - 14.5.2 New ceiling speakers (if needed).
 - 14.5.3 Mult Box/Press Box installed to allow press staff to connect to the house microphone(s) -1 in/8-12 out.
 - 14.6 Provide the ability to connect non-office-issued equipment to our A/V equipment, including:
 - 14.6.1 Wireless connection for visitor presentations (audio and video).
 - 14.6.2 The ability to display all presentation materials from non-office-issued computers to our satellite offices (via Microsoft Lync 2013 using the house computer).
 - 14.6.3 Two flat-panel HDTVs for visual aid toward the back of the training room.
 - 14.6.4 New wireless microphones: Two (2) handheld and two (2) lavalier microphones, which need to integrate with the audio system, Mult Box and the Lync application.

15 Certified installation and configuration

- 15.1 The current audio in the room is divided into two sections and we need them converted to a single section.
- 15.2 Remove existing A/V wall-plate.
- 15.3 Install new A/V wall plate to a less conspicuous location. To include: VGA, HDMI and 3.5mm audio connections.
- 15.4 Remove existing analog telephone jack/wall plate.
- 15.5 Install new analog and digital telephone jack/wall plate to a less conspicuous location.
- 15.6 Install two flat-panel HDTV/monitors half-way down the audience for visually impaired viewing (to duplicate what is shown on the projector).
- 15.7 A/V equipment (with the exception of projectors, microphones, flat-panel TVs and cameras) needs to be hidden. There is currently a credenza on the stage, but we would prefer to have the equipment relocated to a less conspicuous location.

16 Installation Hours

16.1 The vendor must be able to perform installation and configuration during normal business hours, which is Monday through Friday from 7:00AM until 5:30PM. Total implementation time should be one business week.

17 Personnel Security Requirements:

17.1 All personnel working for (or with) the vendor who will be providing implementation or support services (either on-site of off) will be required to submit to a criminal background check. Each person's name and date of birth will be required in order to complete the criminal background check.

18 Support Availability Requirements

- 18.1 The vendor will adhere to the following severities and resolution in cases where the audio or video equipment listed above is not functioning properly:
 - 18.1.1 Immediate contact available via telephone, email or Web chat.
 - 18.1.2 Within 8 business hours, system repaired and available.
 - 18.1.3 No longer than 48 clock hours for root cause and resolution (including possible hardware replacement if needed).

19 RFP submittals

- 19.1 Describe your experience, number of years in business, and any noteworthy accomplishments.
- 19.2 Provide a phone number and e-mail address to enable Adams County to contact you.
- 19.3 Minimum of 3 references with at least one ne a governmental agency for which you have provided service.
- 19.4 Pricing-including a breakout of each component and labor costs.
- 19.5 Resumes of the key personnel on the project.
- 19.6 All signature and required documents.

Submittal Checklist

	Response to RFP
	Vendor's Information Form
	W-9
	Contractor's Certification of Compliance
	Proposal Form Contractor's Statement
	References
	3 paper copy(ies) and one original
□ .	One CD of submitted proposal in a single PDF document

CONTRACTOR'S CERTIFICATION OF COMPLIANCE

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

CONTRACTOR:	
Company Name	Date
Name (Print or Type)	
Signature	
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



PROPOSAL FORM2015.332 RFP AUDIO VIDEO SET UP

CONTRACTOR'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 proposal is hereby submitted.

Written Amount WE, THE UNDERSIGNED, HEREBY ACK	\$ Amount NOWLEDGE RECEIPT OF
Addenda # If None, Please write NONE.	Addenda #
Company Name	Date
Address	Signature
City, State, Zip Code	Printed Name
County	Title
Telephone	Fax
Email Address	

SAMPLE OF PURCHASE OF SERVICE AGREEMENT

THIS AGREEMENT ("Agreement") is made this day of	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
Winner123, located at Address123, hereinafter referred to as the "Contractor." T	he County and
the Contractor may be collectively referred to herein as the "Parties".	-

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

1. SERVICES OF THE CONTRACTOR:

- 1.1. All work shall be in accordance with the attached RFP xxxxx and the Contractor's response to the RFP xxxxx attached hereto as Exhibit A, and incorporated herein by reference. Should there be any discrepancy between Exhibit A and this Agreement the terms and conditions of this Agreement shall prevail.
- 1.2. Emergency Services: In the event the Adams County Board of County Commissioners declares an emergency, the County may request additional services (of the type described in this Agreement or otherwise within the expertise of the Contractor) to be performed by the Contractor. If the County requests such additional services, the Contractor shall provide such services in a timely fashion given the nature of the emergency, pursuant to the terms of this Agreement. Unless otherwise agreed to in writing by the parties, the Contractor shall bill for such services at the rates provided for in this Agreement.
- 2. RESPONSIBILITIES OF THE COUNTY: The County shall provide information as necessary or requested by the Contractor to enable the Contractor's performance under this Agreement.

3. TERM:

- 3.1. Term of Agreement: The Term of this Agreement shall be for one-year from the date of this Agreement.
- 3.2. Extension Option: The County, at its sole option, may offer to extend this Agreement as necessary for up to two, 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.
- **4. PAYMENT AND FEE SCHEDULE:** The County shall pay the Contractor for services furnished under this Agreement, and the Contractor shall accept as full payment for those services, the sum of:
 - 4.1. Payment pursuant to this Agreement, whether in full or in part, is subject to and contingent upon the continuing availability of County funds for the purposes hereof. In the event that funds become unavailable, as determined by the County, the County may immediately terminate this Agreement or amend it accordingly.

5. INDEPENDENT CONTRACTOR: In providing services under this Agreement, the Contractor acts as an independent contractor and not as an employee of the County. The Contractor shall be solely and entirely responsible for his/her acts and the acts of his/her employees, agents, servants, and subcontractors during the term and performance of this Agreement. No employee, agent, servant, or subcontractor of the Contractor shall be deemed to be an employee, agent, or servant of the County because of the performance of any services or work under this Agreement. The Contractor, at its expense, shall procure and maintain workers' compensation insurance as required by law. Pursuant to the Workers' Compensation Act § 8-40-202(2)(b)(IV), C.R.S., as amended, the Contractor understands that it and its employees and servants are not entitled to workers' compensation benefits from the County. The Contractor further understands that it is solely obligated for the payment of federal and state income tax on any moneys earned pursuant to this Agreement.

6. NONDISCRIMINATION:

- 6.1. The Contractor shall not discriminate against any employee or qualified applicant for employment because of age, race, color, religion, marital status, disability, sex, or national origin. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices provided by the local public agency setting forth the provisions of this nondiscrimination clause. Adams County is an equal opportunity employer.
 - 6.1.1. The Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
- 7. INDEMNIFICATION: The Contractor agrees to indemnify and hold harmless the County, its officers, agents, and employees for, from, and against any and all claims, suits, expenses, damages, or other liabilities, including reasonable attorney fees and court costs, arising out of damage or injury to persons, entities, or property, caused or sustained by any person(s) as a result of the Contractor's performance or failure to perform pursuant to the terms of this Agreement or as a result of any subcontractors' performance or failure to perform pursuant to the terms of this Agreement.
- **8. INSURANCE:** The Contractor agrees to maintain insurance of the following types and amounts:
 - 8.1. Commercial General Liability Insurance: to include products liability, completed operations, contractual, broad form property damage and personal injury.

8.1.1. Each Occurrence:

\$1,000,000

8.1.2. General Aggregate:

\$2,000,000

8.2. <u>Comprehensive Automobile Liability Insurance:</u> to include all motor vehicles owned, hired, leased, or borrowed.

8.2.1. Bodily Injury/Property Damage:

\$1,000,000 (each accident)

8.2.2. Personal Injury Protection:

Per Colorado Statutes

8.3. Workers' Compensation Insurance: Per Colorado Statutes

- 8.4. <u>Professional Liability Insurance</u>: to include coverage for damages or claims for damages arising out of the rendering, or failure to render, any professional services, as applicable.
 - 8.4.1. Each Occurrence:

\$1,000,000

- 8.4.2. This insurance requirement applies only to the Contractors who are performing services under this Agreement as professionals licensed under the laws of the State of Colorado, such as physicians, lawyers, engineers, nurses, mental health providers, and any other licensed professionals.
- 8.5. <u>Adams County as "Additional Insured":</u> 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. <u>Licensed Insurers</u>: 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. <u>Proof of Insurance:</u> At any time during the term of this Agreement, the County may require the Contractor to provide proof of the insurance coverage or policies required under this Agreement.

9. WARRANTY:

9.1. The Contractor warrants and guarantees to the County that all work, equipment, and materials furnished under the Agreement are free from defects in workmanship and materials for a period of one year after final acceptance by the County. The Contractor further warrants and guarantees that the plans and specifications incorporated herein are free of fault and defect sufficient for Contractor to warrant the finished product after completion date. Should the Contractor fail to proceed promptly in accordance with this guarantee, the County may have such work performed at the expense of the

Contractor. This section does not relieve the Contractor from liability for defects that become known after one year.

10. TERMINATION:

- 10.1. 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.
- 10.2. 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.

11. MUTUAL UNDERSTANDINGS:

- 11.1. <u>Jurisdiction and Venue:</u> The laws of the State of Colorado shall govern as to the interpretation, validity, and effect of this Agreement. The parties agree that jurisdiction and venue for any disputes arising under this Agreement shall be with Adams County, Colorado.
- 11.2. 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. The Contractor warrants that it is in compliance with the residency requirements in §§ 8-17.5-101, et seq., C.R.S. Without limiting the generality of the foregoing, the Contractor expressly agrees to comply with the privacy and security requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- 11.3. OSHA: The Contractor shall comply with the requirements of the Occupational Safety and Health Act (OSHA) and shall review and comply with the County's safety regulations while on any County property. Failure to comply with any applicable federal, state or local law, rule, or regulation shall give the County the right to terminate this agreement for cause.
- 11.4. <u>Record Retention:</u> 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.
- 11.5. Assignability: Neither this Agreement, nor any rights hereunder, in whole or in part,

shall be assignable or otherwise transferable by the Contractor without the prior written consent of the County.

- 11.6. <u>Waiver:</u> 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.
- 11.7. <u>Force Majeure:</u> 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.
- 11.8. Notice: Any notices given under this Agreement are deemed to have been received and to be effective: 1) Three (3) days after the same shall have been mailed by certified mail, return receipt requested; 2) Immediately upon hand delivery; or 3) Immediately upon receipt of confirmation that an E-mail was received. For the purposes of this Agreement, any and all notices shall be addressed to the contacts listed below:

Department: Adams County (department name)

Contact: Address:

City, State, Zip:

Phone: E-mail:

Department: Adams County Purchasing

Contact:

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

Phone: E-mail:

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

Phone: 720.523.6116

E-mail:

Contractor: Winner123

Contact: Address:

City, State, Zip:

Phone: E-mail:

11.9. 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.

- 11.10. 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.
- 11.11. 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.
- 11.12. Confidentiality: All documentation related to this Agreement will become the property of Adams County. All documentation maintained or kept by Adams County shall be subject to the Colorado Open Records Act, C.R.S. 24-72-201 *et seq.* ("CORA"). The County does not guarantee the confidentiality of any records.

12. CHANGE ORDERS OR EXTENSIONS:

- 12.1. 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.
- 12.2. Extensions: The County may, upon mutual written agreement by the parties, extend the time of completion of services to be performed by the Contractor.
- 13. <u>COMPLIANCE WITH C.R.S. § 8-17.5-101, ET. SEQ. AS AMENDED 5/13/08:</u> 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:
 - 13.1. 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.
 - 13.2. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.
 - 13.3. 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.
 - 13.4. 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.

- 13.5. 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.
- 13.6. If the Contractor obtains actual knowledge that a subcontractor performing work under this public contract for services knowingly employs or contracts with an illegal alien, the Contractor shall: notify the subcontractor and the County within three (3) days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to the previous paragraph, the subcontractor does not stop employing or contracting with the illegal alien; except that the Contractor shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.
- 13.7. 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).
- 13.8. 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:

Board of County Commissioners

Chairman Date Winner123 Signature Date Printed Name Title Attest: Stan Martin, Clerk and Recorder Deputy Clerk Approved as to Form: Adams County Attorney's Office NOTARIZATION OF CONTRACTOR'S SIGNATURE: COUNTY OF ______ STATE OF______)SS. Signed and sworn to before me this ____ day of ______, 2015, **Notary Public** My commission expires on:

EXHIBIT A

CONTRACTOR'S CERTIFICATION OF COMPLIANCE

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

CONTRACTOR:	
Company Name	Date
Signature	-
Name (Print or Type)	•
Title	

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



Oklahoma City • Tulsa • Dallas • Denver • Las Vegas • Austin • Houston • New Orleans

ADAMS COUNTY BOARD OF COMMISSIONERS FORMAL REQUEST FOR PROPOSAL # 2015.332 DISTRICT ATTORNEY'S OFFICE AUDIO-VIDEO SYSTEM





INTRODUCTION LETTER

August 3rd, 2015

Adams County Purchasing ATTN: Jennifer Tierney 4430 S. Adams County PKWY, C400A Brighton, CO 80601

Reference:

District Attorney's Office Audio-Video Systems

Dear Jennifer:

Ford Audio-Video Systems, LLC. (Ford AV) is pleased to provide the following quotation for the Audio Video Systems for the District Attorney's Office. As one of the leading audiovisual systems contractors in the U.S., we believe that our company provides a unique combination of financial strength, project management experience, and strong technical installation and service capabilities, which will provide the highest levels of performance for this installation. Please visit our website at www.fordav.com for additional information regarding our company and our capabilities.

We look forward to working with you on future projects. Should you have questions please, contact me directly at 720-374-2345.

Sincerely.

FORD AUDIO-VIDEO SYSTEMS, LLC.

La Morilla

Jason McMillen Sales Estimator





BID QUOTATION

Ford Audio-Video Systems, LLC. (Ford AV) appreciates the opportunity to submit this Bid Quotation for the Adams County District Attorney's Office Audio-Video System project, located in Brighton, Colorado. Should you have questions regarding our Bid Quotation and Clarifications, please contact us as soon as possible.

Section I - Bid Quotation Pricing

Ad	ams County District Attorney's Office / Audio-Video Syste	m
	BASE BID PRICING	
Section	Description	Price
#1 Audio-Video Systems (Revision 9-1-2015)		\$37,582.00
Bond		
Andread Comment of the Comment of th	Total System Price	\$37,582.00
	ALTERNATE PRICING	
Alternate	Description	Price
#1 Future Equipment (Revision 9-1-2015)		\$19,082.00

Section II - Scope of Work Technical Clarifications / Inclusions / Exclusions

We offer the following Scope of Work (SOW) Technical Clarifications, Inclusions, and Exclusions for your use in evaluating our understanding of the scope of work required for this project. We would be glad to meet with you to discuss, review, and clarify our Bid Quotation and SOW to ensure that we all agree upon the SOW.

Technical Clarifications

- Future Equipment Support Ford AV's base bid pricing proposal utilizes the existing ceiling speakers. The
 base bid pricing proposal includes the capabilities needed to accommodate the equipment listed as future
 equipment to be supported on Revision 9-1-2015.
- Alternate Pricing Ford AV's alternate pricing includes the equipment listed as "Future Equipment..." on Revision 9-1-2015. Additionally, twelve (12) new ceiling speakers are included in this alternate price. Ford AV welcomes the opportunity for further revisions if we are awarded the contract.

Bid Quotation Inclusions

- Complete System All low voltage system related materials and labor to install a complete Audio-Video system, per the following bid documents as prepared by the Adams County Board of Commissioners:
 - A. Specifications "Adams County Formal Request for Proposal 2015.332", dated 04/20/15.
 - B. Drawings DA Training Room Floor Plans, dated 07/21/15.
 - C. Addenda No.1 dated 07/27/15. "Requirements Revision 9-1-2015"

Ford Audio-Video Systems, LLC

4230 Carson Street

Denver, CO 80239

Phone: 720-374-2345

PROPRIETARY INFORMATION. The information contained herein may contain confidential design, technical, and/or pricing data, and is for use only by authorized employees of the parties named above, and is not intended for general distribution. If the reader of this message is not the intended recipient, you are hereby notified that any dissemination of this tax is prohibited, and are requested to notify Ford Audio-Video at 720-374-2345 immediately.

Ford AV's Bid Quotation does not include costs for work that may be described within any drawings or specifications not included within the specifications described above, and not provided with the bidding documents.

- Engineering All project engineering as specified including submittal preparation, system design, testing, and certification.
- On-site Field Management On-site project superintendence and project management during the periods of Ford AV's installation on the project.
- 4. **Testing** System testing, preliminary adjustments and technical reporting as specified.
- Training All owners training as specified.
- 6. Warranty All warranty service as specified.
- 7. Service All follow-up and diagnostic service calls as specified.

Bid Quotation Exclusions

- General Conditions General conditions requirements or special provisions that were not provided with the
 project bidding documents. Ford AV reserves the right to amend this bid pending our review and acceptance
 of the general condition requirements for this project.
- Union Installation Labor or Prevailing Wage Rates Should Union installation labor or prevailing wage
 rates become a requirement of Ford AV in order to perform the on-site low-voltage installation of the work,
 Ford AV reserves the right to adjust its labor pricing accordingly.
- Owner Furnished Equipment Service, repair, or warranty services for Owner Furnished Equipment (OFE).
 All service, repair, and warranty services for OFE will be provided on a time and materials basis, at Ford AV's normal shop and field repair rates, upon receipt of a written approved change order.
- 4. AC Power/Conduit/Terminations 120-volt AC. power, AC. conduit, or high voltage AC. power terminations and work external to the Audio-Video System equipment racks. It is understood that the project electrical contractor will provide all 120 volt AC. circuits and related terminations as required.
- 5. **Ceiling Speaker Backcan Installation** In areas where a conduit system is required for ceiling speakers, Ford AV will provide the ceiling speaker backcans to the Electrical Contractor (EC) for installation by the EC.
- 6. Floor Boxes Floor box assemblies will be provided by Ford AV to the EC for installation by the EC.
- Conduit/Cable Tray/Wireway Audio-Video System cabling systems conduit, wireway, J hooks, junction boxes, floor boxes, or other low voltage system related conduit/wireway requirements.
- Correcting Work by Others Testing, troubleshooting and installation confirmation of electrical contractor installed wire and cabling. Only on a time and materials basis will Ford AV troubleshoot, test, tone, and correct cabling installation errors caused by mislabeled, misrouted, or improperly installed cabling circuits installed by others.
- 9. Architectural Infrastructure Architectural construction of, or modifications to, building walls, floors, or ceilings, as required accommodating the installation of the Audio-Video System loudspeakers, wall panels, microphones, equipment racks, etc. All architectural rough in and final finish trim, painting, staining, grill cloth, grill cloth structures, firestopping, etc. as required for a complete Audio-Video System installation, to be provided by others.
- 10. **Custom Painting** Audio-Video System equipment will be provided with manufacturers' standard colors. Custom painting is not included.

Ford Audio-Video Systems, LLC

4230 Carson Street

Denver, CO 80239

Ph:720-374-2345

Fax: 720-374-2344

www.fordav.com

PROPRIETARY INFORMATION. The information contained herein may contain confidential design, technical, and/or pricing data, and is for use only by authorized employees of the parties named above, and is not intended for general distribution. If the reader of this message is not the intended recipient, you are hereby notified that any dissemination of this fax is prohibited, and are requested to notify Ford Audio-Video at 720-374-2345 immediately.

- 11. Architectural Construction Architectural millwork and/or cabinet work construction, installation, or modification as required for integration of Audio-Video System control consoles and related system processing and distribution equipment. All millwork and cabinet work to be provided and installed by others.
- 12. Cutting and Patching Cutting, coring, patching, removal, firestopping, or replacement.
- 13. **Structural Accommodations** Cutting, structural welding, or reinforcement of structural steel members required for support of loudspeaker assemblies, display mounts, projector mounts, etc as required.
- 14. Ceiling Access Panels Ford AV excludes the provision and installation of any ceiling access panels, if required.
- 15. Permits & Fees Any applicable permits or fees.
- 16. Bond Performance or payment bonds, if desired, may be purchased at the rate of \$10.00/\$1000.00.
- 17. Taxes Sales or Use taxes of any kind. If required, Sales or use taxes will be added to the project billings.

Section III - Terms & Conditions of Sale

- 1. Payment Terms Ford AV's standard payment terms apply which include payment for stored materials and standard progress payments (every 30 days). No provision of this Subcontract shall serve to deny Subcontractor's entitlement to full payment each calendar month for properly performed work or suitably stored materials. Payments shall be due seven (7) days after payment is received or should have been received by Contractor from Owner. Payments withheld by the Owner due to errors or claims against the Contractor and beyond the control of Ford AV, shall not be reason for withholding monthly payment to Ford AV. Interest shall become due and payable on any billing that remains unpaid after the payment due date. The rate of interest shall be 1.75% per month minimum. Ford AV reserves the right to step work after sixty. (60) days of non-payment. Net 30 Upon Completion and acceptance of work.
- Subcontract Scope of Work All scope of work items detailed within this quotation letter must be addressed within any subcontract agreement entered into between Ford Audio-Video Systems, Inc. and your company.
- Withdrawal This quotation is valid for 30 days. Ford AV reserves the right to modify our quotation pricing if not accepted within 30 days of this quotation date.
- 4. Insurance Ford AV's quotation includes Worker's Compensation coverage at state mandated limits, and Commercial General Liability and Automobile Liability at an aggregate total of \$5,000,000.00. Higher cover limits are available and will be provided at additional charge over and above the cost of this quotation.

Warranty:

- A. Ford AV agrees to warrant its work against all deficiencies and defects in workmanship provided by Ford AV under this Agreement and agree to satisfy same without cost to the Client for a period of one (1) year. All materials by other manufacturers supplied by Ford AV, will be serviced under the provisions of the manufacturers' warranty and guarantee.
- B. All materials shall be new, unless noted otherwise in this quotation.
- C. Warranty period shall commence on the date of substantial completion or first beneficial use of the system, whichever date is first.
- D. Materials furnished by the Owner (OFE), to be included within the Scope of Work, shall be done with no warranty or guarantee by Ford AV. Use of these materials is solely for the convenience and benefit of the Owner. Ford AV will take reasonable care in handling this OFE and will install according to standard industry practices. However, Ford AV takes no responsibility for the operation, performance,

Ford Audio-Video Systems, LLC

4230 Carson Street

Denver, CO 80239

Ph:720-374-2345

Fax: 720-374-2344

www.fordav.com

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- appearance, or effects of the OFE before, during, or after its integration into the system. If troubleshooting, modifications or repairs are required to make OFE function as needed, Client agrees to reimburse Ford AV for all work related to the service and/or troubleshooting and integration of OFE.
- E The Warranty as described herein will be voided if personnel not authorized by Ford AV, either before or during the warranty period, perform repairs, modifications, or other work on the system.
- Schedule/Coordination The General Contractor or Owner will work with Ford AV to schedule the times of installation for this system.
- 7. Temporary Provisions - Temporary elevators, temporary water, electricity, heat, air conditioning, and toilets will be available for Ford AV's use at no charge.
- Waste Receptacles Waste receptacles for removal of all job related debris will be available for Ford AV's use at no charge.
- Field Office/Storage Adequate space is to be provided on the project jobsite for Ford AV's field office, field trailers, and materials storage trailers, as necessary.
- 10. Asbestos In the event Ford AV encounters on the job site material reasonably believed to be asbestos or polychlorinated biphenyl (PCB) which has not been rendered harmless, Ford AV shall immediately stop Work in the area affected and report the condition to the General Contractor/Construction Manager (GC/CM). The Work in the affected area shall not be resumed by Ford AV, except by written agreement of the GC/CM and Ford AV, until notification is provided which clarifies that the area has been rendered harmless. Saidnotification to be provided by an organization regularly involved in the removal and abatement of asbestos or polychlorinated biphenyl (PCB) materials. To the fullest extent of the law, the GC/GM shall indemnify and hold harmless Ford AV, its agents, employees and subcontractors from and against claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from performance of the Work in the affected area if in fact the material is asbestos or PCB and has not been rendered harmless.
- 11. Electronic Drawing Files This quotation is based upon the condition that electronic CAD files of all floor plans, reflected ceiling plans, appropriate architectural details, and system schematic system drawings are provided to Ford AV at no cost. These drawings are necessary for the purpose of generating shop drawings and/or as-built drawings. Ford AV reserves the right to modify this bid quotation should these electronic CAD files not be provided for Ford AV's use as outlined herein.
- 12. Properly Installed Wireway Ford AV's quotation is based upon the condition that the conduit systems which the electrical contractor has installed have been properly installed, and provided with properly labeled pull strings as indicated by Ford AV approved conduit submittal drawings. Charges for troubleshooting incorrectly installed conduit or raceway systems is not included within this quotation, and will be provided on a time and materials basis upon receipt of a written change order.
- 13. Software The term "Software" as used in this document includes all editable source files, un-editable compiled files, graphical user interface files and functionality, audio digital signal processor (DSP) files, in whole and in part, produced under the terms of this agreement. Unless otherwise expressly agreed in writing all Software remains the property of Ford AV and the Customer is hereby provided a license to use the Software for this project only. The Software may not be used on any other project, nor used for any purposes outside of this project, nor shared nor disclosed to anyone who is not an employee of Customer's company.
- 14. Non-Hire Customer and Ford AV mutually agree that because of the high cost of training an employee that neither party shall solicit the employment of any employee of the other party, and shall not employ any employee or any person who was an employee of other party at any time during the relationship between the parties. In the event of a breach of this selection, the breaching party agrees to pay the other party an amount equal to the hired employee's annual wages as an agreed upon cost to replace the employee.
- 15. Project Length We estimate that the on-site portion of the project installation will require a minimum of 10 working days (not including weekends and holidays) once Ford AV has received confirmation that all millwork, rough-in, raceway, conduit, and electrical work for the Audio-Video System is complete. This time

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period is for on-site installation and termination work only and does not include the time period typically necessary for the preparation, and approval, of engineering submittal and fabrication drawings. An additional time period is needed for the acquisition of all materials, in-shop fabrication, and testing of all equipment rack and custom panel assemblies, which must be completed before the on-site system equipment installation begins. During the substantial completion phase of Ford AV's scope of the project, additional time is generally necessary for final system testing, customer training, and the final documentation portion of the work.

16. Overtime – Ford AV's quotation is prepared fully staffing and manning the project based upon a standard 40-hour workweek, in compliance with the project construction schedule discussed above. Overtime work or liquidated damages required due to the failure of other trades responsible for rough-in of our work in accordance with the project schedule and deadlines is not included in this quotation, and will be provided only upon written change order.

Please review this quotation and its conditions for completeness. We would appreciate your regarding this quotation as confidential. Should you have questions or need more information, please feel free to call **Jason McMillen** in Estimation at: 720-374-2345.

Submitted by,

FORD AUDIO-VIDEO SYSTEMS, LLC

Eric Paulsen

Division Manager

Enclosures:

Proposal No. JM61879A - Base Bid Pricing Proposal No. JM61879B - Alternate Pricing

Job Schedule Timeline Rack Layout Diagram System One-Line Diagram

Ford Audio-Video Systems, LLC

4230 Carson Street

Denver, CO 80239

Ph:720-374-2345

Fax: 720-374-2344

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SALES QUOTE

HARDWARE, RACKS, AND CABLE

BILL TO

Adams County 4430 S. Adams County Parkway 4th Floor Brighton, CO 80601 Attn: Jennifer Tierney

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Adams County Administration Facilities Management 450 South Fourth Avenue Brighton, CO 80601

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PROPRIETARY INFORMATION. The information contained herein is for use by the parties hereto and is not for distribution outside their respective companies. All material is guaranteed to be as specified. All work shall be completed in a workmanlike manner according to standard practices. Any deviation from the above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above this estimate. This agreement is contingent upon accidents or delays beyond our control. Owner shall carry fire and other necessary insurance. Our workers are covered by Worker's Compensation insurance. This proposal is valid for 30 days.

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified.

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SALES QUOTE

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Adams County 4430 S. Adams County Parkway 4th Floor Brighton, CO 80601 Attn: Jennifer Tierney

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SALES QUOTE

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Adams County 4430 S. Adams County Parkway 4th Floor Brighton, CO 80601 Attn: Jennifer Tierney

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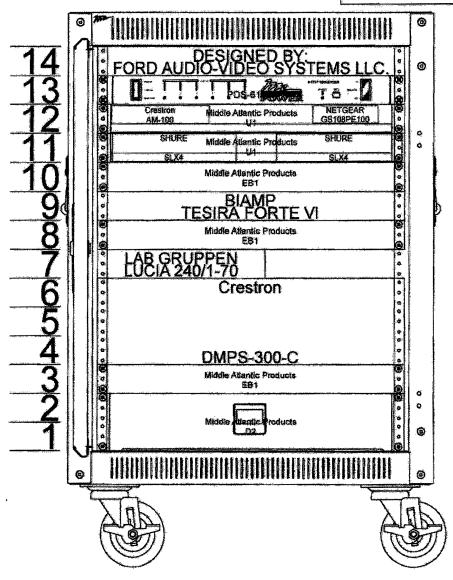
Thank you for your business. www.fordav.com

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The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified.

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Middle Atlantic Products PTRK-14



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