

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

THIS AGREEMENT ("Agreement") is made this 20<sup>th</sup> day of June 2014, 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 **PEAK MEDIA, INC.**, 1393 South Inca Street, Denver, Colorado 80223, hereinafter referred to as the "Contractor." The County and the Contractor may be collectively referred to herein as the "Parties".

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

**1. SERVICES OF THE CONTRACTOR:**

1.1. All work shall be in accordance with the attached **IFB 2014.124** as **Exhibit A** and the Contractor's responses to the IFB 2014.124 attached hereto as **Attachments A1-A3**, and incorporated herein by reference. Should there be any discrepancy between **Attachments A1-A3** and this Agreement the terms and conditions of this Agreement shall prevail.

1.2. Emergency Services: Not Applicable.

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

**3. TERM:**

3.1. Term of Agreement: The initial term of this Agreement shall be for sixty (60) days from the date of execution by Adams County Board of County Commissioners, unless sooner terminated as specified elsewhere herein.

3.2. Extension Options: Not applicable.

**4. PAYMENT AND FEE SCHEDULE:** The County shall pay the Contractor for services furnished under this Agreement, and the Contractor shall accept as full payment for those services, the sum of **thirty-five thousand, four hundred and ninety-three dollars and one cent** (\$35,493.01), in accordance with the attached fee schedule reference in **Attachment A1** for the initial year.

4.1. Payment pursuant to this Agreement, whether in full or in part, is subject to and contingent upon the continuing availability of County funds for the purposes hereof. In the event that funds become unavailable, as determined by the County, the County may immediately terminate this Agreement or amend it accordingly.

5. **INDEPENDENT CONTRACTOR:** In providing services under this Agreement, the Contractor acts as an independent contractor and not as an employee of the County. The Contractor shall be solely and entirely responsible for his/her acts, and the acts of his/her employees, agents, servants, and subcontractors during the term and performance of this Agreement. No employee, agent, servant, or subcontractor of the Contractor shall be deemed to be an employee, agent, or servant of the County because of the performance of any services or work under this Agreement. The Contractor, at its expense, shall procure and maintain workers' compensation insurance as required by law. **Pursuant to the Workers' Compensation Act § 8-40-202(2)(b)(IV), C.R.S., as amended, the Contractor understands that it and its employees and servants are not entitled to workers' compensation benefits from the County. The Contractor further understands that it is solely obligated for the payment of federal and state income tax on any moneys earned pursuant to this Agreement.**
6. **NONDISCRIMINATION:** The Contractor shall not discriminate against any employee or qualified applicant for employment because of age, race, color, religion, marital status, disability, sex, or national origin. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices provided by the local public agency setting forth the provisions of this nondiscrimination clause. Adams County is an equal opportunity employer.
- 6.1. The Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
7. **INDEMNIFICATION:** The Contractor agrees to indemnify and hold harmless the County, its officers, agents, and employees for, from, and against any and all claims, suits, expenses, damages, or other liabilities, including reasonable attorney fees and court costs, arising out of damage or injury to persons, entities, or property, caused or sustained by any person(s) as a result of the Contractor's performance or failure to perform pursuant to the terms of this Agreement or as a result of any subcontractors' performance or failure to perform pursuant to the terms of this Agreement.
8. **INSURANCE:** The Contractor agrees to maintain insurance of the following types and amounts:
- 8.1. **Commercial General Liability Insurance:** to include products liability, completed operations, contractual, broad form property damage and personal injury.
- 8.1.1. Each Occurrence: \$1,000,000
- 8.1.2. General Aggregate: \$2,000,000

- 8.2. Comprehensive Automobile Liability Insurance: to include all motor vehicles owned, hired, leased, or borrowed.
- 8.2.1. Bodily Injury/Property Damage: \$1,000,000 (each accident)
- 8.2.2. Personal Injury Protection: Per Colorado Statutes
- 8.3. Workers' Compensation Insurance: Per Colorado Statutes
- 8.4. Professional Liability Insurance: to include coverage for damages or claims for damages arising out of the rendering, or failure to render, any professional services, as applicable.
- 8.4.1. Each Occurrence: \$1,000,000
- 8.4.2. This insurance requirement applies only to Contractors who are performing services under this Agreement as professionals licensed under the laws of the State of Colorado, such as physicians, lawyers, engineers, nurses, mental health providers, and any other licensed professionals.
- 8.5. Adams County as "Additional Insured": The Contractor's commercial general liability, comprehensive automobile liability, and professional liability insurance policies and/or certificates of insurance shall be issued to include Adams County as an "additional insured," and shall include the following provisions:
- 8.5.1. Underwriters shall have no right of recovery or subrogation against the County, it being the intent of the parties that the insurance policies so affected shall protect both parties and be primary coverage for any and all losses resulting from the actions or negligence of the Contractor.
- 8.5.2. The insurance companies issuing the policy or policies shall have no recourse against the County for payment of any premiums due or for any assessments under any form of any policy.
- 8.5.3. Any and all deductibles contained in any insurance policy shall be assumed by and at the sole risk of the Contractor.
- 8.6. Licensed Insurers: All insurers of the Contractor must be licensed or approved to do business in the State of Colorado. Upon failure of the Contractor to furnish, deliver and/or maintain such insurance as provided herein, this Agreement, at the election of the County, may be immediately declared suspended, discontinued, or terminated. Failure of the Contractor in obtaining and/or maintaining any required insurance shall not relieve the Contractor from any liability under this Agreement, nor shall the insurance requirements be construed to conflict with the obligations of the Contractor concerning indemnification.
- 8.7. Endorsement: Each insurance policy herein required shall be endorsed to state that coverage shall not be suspended, voided, or canceled without thirty (30) days prior written notice by certified mail, return receipt requested, to the County.

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

**9. TERMINATION:**

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

**10. MUTUAL UNDERSTANDINGS:**

- 10.1. Jurisdiction and Venue: The laws of the State of Colorado shall govern as to the interpretation, validity, and effect of this Agreement. The parties agree that jurisdiction and venue for any disputes arising under this Agreement shall be with the 17<sup>th</sup> Judicial District, Colorado.
- 10.2. Compliance with Laws: During the performance of this Agreement, the Contractor agrees to strictly adhere to all applicable federal, state, and local laws, rules and regulations, including all licensing and permit requirements. The parties hereto aver that they are familiar with § 18-8-301, et seq., C.R.S. (Bribery and Corrupt Influences), as amended, and § 18-8-401, et seq., C.R.S. (Abuse of Public Office), as amended, and that no violation of such provisions are present. Contractor warrants that it is in compliance with the residency requirements in §§ 8-17-101, et seq., C.R.S. Without limiting the generality of the foregoing, the Contractor expressly agrees to comply with the privacy and security requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- 10.3. Record Retention: The Contractor shall maintain records and documentation of the services provided under this Agreement, including fiscal records, and shall retain the records for a period of three (3) years from the date this Agreement is terminated. Said records and documents shall be subject at all reasonable times to inspection, review, or audit by authorized federal, state, or County personnel.
- 10.4. Assignability: Neither this Agreement, nor any rights hereunder, in whole or in part, shall be assignable or otherwise transferable by the Contractor without the prior written consent of the County.

- 10.5. Waiver: Waiver of strict performance or the breach of any provision of this Agreement shall not be deemed a waiver, nor shall it prejudice the waiving party's right to require strict performance of the same provision, or any other provision in the future, unless such waiver has rendered future performance commercially impossible.
- 10.6. Force Majeure: Neither party shall be liable for any delay or failure to perform its obligations hereunder to the extent that such delay or failure is caused by a force or event beyond the control of such party including, without limitation, war, embargoes, strikes, governmental restrictions, riots, fires, floods, earthquakes, or other acts of God.
- 10.7. Notice: Any notices given under this Agreement are deemed to have been received and to be effective: (1) three (3) days after the same shall have been mailed by certified mail, return receipt requested; (2) immediately upon hand delivery; or (3) immediately upon receipt of confirmation that an E-mail was received. For the purposes of this Agreement, any and all notices shall be addressed to the contacts listed below:

**County:**

Department: Adams County Office of Public Information  
Contact: Jim Siedlecki, Director of Public Information  
Address: 4430 S. Adams County Pkwy, 5<sup>th</sup> Floor,  
City, State, Zip: Brighton, Colorado 80601  
Office Number: 720.523.6793  
E-mail: [jsiedl@adcogov.org](mailto:jsiedl@adcogov.org)

Department: Adams County Purchasing Division  
Address: 4430 South Adams County Parkway, Suite C4000A  
City, State, Zip: Brighton, Colorado 80601

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

**Contractor:**

Company: Peak Media, Inc.  
Contact: Shannon Shearer, President  
Address: 1393 South Inca Street  
City, State, Zip: Denver, Colorado 80223  
Office Number: 303.778-1807  
E-mail: [shannon@peakmediainc.com](mailto:shannon@peakmediainc.com)

- 10.8. Integration of Understanding: This Agreement contains the entire understanding of the parties hereto and neither it, nor the rights and obligations hereunder, may be changed, modified, or waived except by an instrument in writing that is signed by the parties hereto.

10.9. Severability: If any provision of this Agreement is determined to be unenforceable or invalid for any reason, the remainder of this Agreement shall remain in effect, unless otherwise terminated in accordance with the terms contained herein.

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

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

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

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

12.1. The Contractor shall certify participation in the E-Verify Program (the electronic employment verification program that is authorized in 8 U.S.C. § 1324a and jointly administered by the United States Department of Homeland Security and the Social Security Administration, or its successor program) or the Department Program (the employment verification program established by the Colorado Department of Labor and Employment pursuant to C.R.S. § 8-17.5-102(5)) on the attached certification.

12.2. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.

12.3. The Contractor shall not enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.

12.4. At the time of signing this public contract for services, the Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this public contract for services through participation in either the E-Verify Program or the Department Program.

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

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

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

Attachments:

1. Bid, dated May 21, 2014
2. Bidder's Signed Certificate of Compliance for IFB 2014.124, dated May 21, 2014
3. Bidder's Statement/Signature Page for IFB 2014.124, dated May 21, 2014

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**ATTACHMENT ONE  
SUPPLIES OR SERVICES AND PRICES  
BID SCHEDULE**

Bidder shall furnish all labor, materials, equipment, installation and perform all work as specified in scope of work/service. The quantities shown on the Bid Schedule are for evaluation purposes.

<u>Item</u>	<u>Description</u>	<u>Estimated Quantity</u>	<u>Unit Price</u>	<u>Extension</u>
1	TriCaster™ 410, includes TriCaster 460 Control Surface (CS), Model, TC410 or Approved Equal	1 ea.	\$ <u>14995</u>	\$ <u>14995</u>
2	Sony BRC-Z330 High Definition PTZ Cameras Model # BRC-Z330 or Approved Equal	4 ea.	\$ <u>3088.92</u>	\$ <u>12355.68</u>
3	Sony BRBKHS2 HD/SD SDI Output Cards Model #BRBK-HSD2 or Approved Equal	4 ea.	\$ <u>1377.55</u>	\$ <u>5510.20</u>
4	Sony Wall Mount Brackets Model # BRCWMZ330 or Approved Equal	4 ea.	\$ <u>153.02</u>	\$ <u>612.24</u>
5	AJA HD10C2 HD/SD-SDI to Analog 10-Bit HD Converter, Model # HD10C2 or Approved Equal	1 ea.	\$ <u>460.05</u>	\$ <u>460.05</u>
6	Cables for Equipment:			
	12' Cable RG6	4 ea	\$ <u>6.60</u>	\$ <u>26.40</u>
	15' Cable HDMI	1 ea	\$ <u>13.49</u>	\$ <u>13.49</u>
	15' Cable DVI	1 ea	\$ <u>24.95</u>	\$ <u>24.95</u>
7	TriCaster Virtual Set Editor 2.5, includes two (2) Licenses: One (1) Stand-alone and One (1) TriCaster	1 ea.	\$ <u>1495.00</u>	\$ <u>1495.00</u>
8	Onsite Training-TriCaster 410 Two (2) four (4) hours Sessions approximately two (2) weeks apart	8 hrs.	\$ <u>0</u>	\$ <u>0</u>
9	Installation of TriCaster Equipment (List rate per hour and number of hours to complete the installation).	<u>4</u> hrs.	\$ <u>0</u>	\$ <u>0</u>

TOTAL BID PRICE \$ 35,493.01

\* ~~Sony RMBR300 Camera Controller~~ <sup>10</sup> Recommended ~~\$1200.00~~  
Lead Time 3-10 days A.R.O.  
\* Note: item omitted.

## BIDDER'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 Bidder hereby certifies that at the time of this certification, Bidder does not knowingly employ or contract with an illegal alien who will perform work under the attached contract for services and that the Bidder 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.

BIDDER:

Peak Media, Inc.  
Company Name

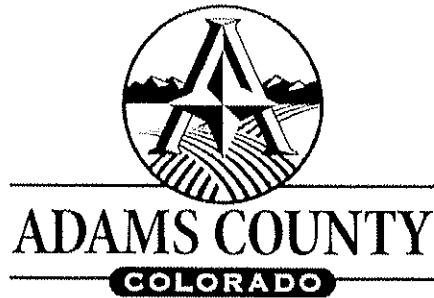
5/28/14  
Date

Shannon Shover  
Name (Print or Type)

[Signature]  
Signature

President  
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



**INVITATION FOR BID**  
**IFB 2014.124**  
**PUBLIC HEARING ROOM**  
**CAMERAS AND SWITCHER**

**BIDDER'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 # NONE Addenda # \_\_\_\_\_  
 If None, Please write NONE.

<u>Peak Media, Inc.</u>	<u>5/29/14</u>
Company Name	Date
<u>1393 S Inca St.</u>	<u>[Signature]</u>
Address	Signature
<u>Denver, CO 80223</u>	<u>Shannon Slearer</u>
City, State, Zip Code	Printed Name
<u>Denver</u>	<u>President</u>
County	Title
<u>303-778-1807</u>	<u>303-778-7608</u>
Telephone	Fax
<u>Shannon@peakmediainc.com</u>	
E-mail Address	

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

Exhibit:

1. Adams County IFB 2014.124 Cameras and Switcher Solicitation

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**ADAMS COUNTY FORMAL INVITATION FOR BID  
2014.124**

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**PUBLIC HEARING ROOM  
CAMERAS AND SWITCHER**

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

**BID ISSUANCE**

**Date: Friday, May 9, 2014**

**QUESTIONS**

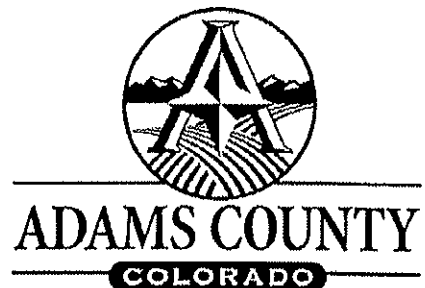
Written questions will be accepted through  
**Wednesday, May 14, 2014 by 2:00 p.m.**

**BID OPENING**

**Date: Thursday, May 29, 2014**

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

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



**16. STATEMENT AND SCOPE OF WORK/SERVICES**

- 16.1. The Adams County Board of Commissioners by and through its Purchasing Division of the Finance Department is accepting bids from vendors to provide cameras, switcher equipment, and installation services in a public hearing room for Adams County (referred to hereafter as the "County") property located at 4430 South Adams County Parkway, Brighton, Colorado 80601.

**17. SCOPE OF WORK/SERVICES**

- 17.1. The County is soliciting bids from vendors to provide all labor, materials and equipment necessary for installation of camera's and switchers in a public hearing room. The bidder is responsible for verifying all materials and measurements.

17.1.1. Vendor must supply lead time on all proposed products and services with respective submittal.

17.1.2. Submittals shall include pricing and details for all hardware, software and services required for installation and operation of the proposed system.

17.1.3. Functionalities of Equipment

17.1.3.1. Provide HD/SD video of events in Adams County Public Hearing room.

17.1.3.2. Ability to zoom/pan/tilt cameras through remote access device.

17.1.3.3. Switcher with graphics and virtual set capabilities.

**17.2. WARRANTY**

- 17.2.1. All work and all items of equipment and materials shall be guaranteed for a period of one year from the date of final inspections and acceptance of the work. The Bidder shall be notified in writing of any defective items and shall repair or replace such items promptly without cost to the County.

**17.3. SAFETY**

- 17.3.1. The Bidder shall be solely and completely responsible for conditions of the job site, including safety of all persons and property during performance of the work. The requirement will apply continuously and not be limited to normal working hours.

**17.4. MATERIAL STANDARDS**

- 17.4.1. All materials, unless otherwise noted, shall be new. All materials shall bear the UL label. Materials that are not covered by UL testing standards shall be tested and approved by an independent testing laboratory or a governmental agency, that laboratory shall be acceptable to the County and code enforcing authority.

17.5. COORDINATION

- 17.5.1. Coordinate work with other trades to avoid conflict and to provide correct rough-in and connection for equipment furnished under trades that require electrical connections. Inform Contractors of other trades of the required access to and clearances around electrical equipment to maintain serviceability and code compliance.
- 17.5.2. Verify equipment dimensions and requirements with provisions of this specification. Check actual job conditions before fabricating work. Report necessary changes in time to prevent needless work. Changes or additions subject to additional compensation, which are made without written authorization by the County and an agreed price, shall be at the Bidder's risk and expense.

17.6. QUALITY ASSURANCE

- 17.6.1. Provide a meaningful quality assurance program. To assist the Bidder in this program, the specifications contained herein are set forth as the minimum acceptable requirements. This does not relieve the Bidder from executing other quality assurance measures to obtain a complete operating facility within the scope of the project.
- 17.6.2. The Bidder shall ensure that all work, all materials employed, all required equipment, and the manner and method of installation conform to accepted construction and engineering practices, and that each piece of equipment is in satisfactory working condition to satisfactorily perform its functional operation.

17.7. ACCEPTANCE DEMONSTRATION

- 17.7.1. At completion of the project, at such time as designated by the County, the Bidder shall instruct the County as to location and operation of distribution equipment and panel boards, areas that panels serve, and locations and routing of blank circuits to major mechanical equipment items. Bidder shall also provide demonstration of operation to the County of all special systems, including items installed by Bidder or under Bidder's supervision. Submit sets of Operating and Maintenance Manuals for equipment installed.

18. MATERIAL COSTS

- 18.1. Material shall be marked up at the percentage rate provided by the bidder in Attachment A-Bid Schedule. The Bidder must provide a copy of material invoice (s) as requested by the County for verification of material cost.

## GENERAL INSTRUCTIONS

1. The Adams County Board of Commissioners by and through its Purchasing Division of the Finance Department is accepting bids from vendors to provide cameras, switcher equipment, and installation services in a public hearing room for Adams County (referred to hereafter as the "County") property located at 4430 South Adams County Parkway, Brighton, Colorado 80601.
2. All documents and addendums related to this IFB will be posted on the Rocky Mountain Bid System at:  
<http://www.rockymountainbidsystem.com/Bids/ViewOpenSolicitations.asp>
  - 2.1 Bidder must register with this service to receive these documents.
  - 2.2 This service is offered free or with an annual fee for automatic notification services.
  - 2.3 Addendums may be issued at any time prior to the time set for receipt of bids.
3. Written questions relating to IFB 2014.124 must be reduced to writing, and sent to the County's Purchasing Division of the Finance Department to the attention of the Purchasing Agent by e-mail at [hcasteel@adcogov.org](mailto:hcasteel@adcogov.org) until the close of business on or before, Wednesday, May 14, 2014, by 2:00 p.m.
4. Bids
  - 4.1. Sealed bids 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, Brighton Colorado 80601, up to 2:00 p.m. on **Thursday, May 29, 2014.**
  - 4.2. The bid opening time shall be according to the County receptionist's clock on the first floor.
  - 4.3. Bids will be publicly opened and read aloud at this time.
  - 4.4. Bids may be mailed or delivered in person and **must be** in a sealed envelope clearly labeled with the submitting Company's Name, Bid Number, and the project name, time and date of the bid opening.
  - 4.5. No bids will be accepted after the time and date established, per section 5.1 above, except by written addenda.
  - 4.6. The two (2) required signature pages at the end of this document, "**BIDDER'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 "**BIDDER'S SIGNATURE PAGE**" acknowledging the receipt of addendum(s), if applicable, must be signed and included in the proposal packet.



5. Issuance of this invitation does not commit the County to award any contract or to procure or contract for any equipment, materials or services.

## 6. BID REQUIREMENTS

- 6.1. **Format.** Bidder must submit sealed bid in one (1) original CD as a PDF file and **one** (1) unbounded hardcopy.
- 6.2. All bids must be signed.
- 6.3. Whenever addendum/addenda are required, they must be acknowledged on the bid form in the appropriate space so designated.
- 6.4. Bids may not be withdrawn after date and hour set for closing.
- 6.5. The County assumes no responsibility for late deliveries of mail on behalf of the United States Post Office.
- 6.6. The County assumes no responsibility for bids being either opened early or improperly routed if the envelope is not clearly marked on the outside with the IFB number and solicitation name.
- 6.7. 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.
- 6.8. Bids must be submitted on the format described in Section 5.1 above. Failure to submit bid on the form and in the format described in Section 5.1 above may be cause for the rejection of the bid. Bids must be furnished exclusive of taxes.
- 6.9. No award will be made to any person, firm or corporation that is in arrears upon any obligation to the County.
- 6.10. 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.
- 6.11. 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 bidders 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 bidder, and may require new bids.

- 6.12. 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.
- 6.13. Only sealed bids received by the Purchasing Department will be accepted; bids submitted by telephone, E-mail, or facsimile machines are not acceptable.
- 6.14. If a formal contract is required, the bidder 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.
7. 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.
8. Adams County is an equal opportunity employer.
9. The County ensures that Disadvantaged Business Enterprises will be afforded full opportunity to submit a proposal in response to all invitations and will not be discriminated against on the grounds of race, color, national origin, age, gender, or disability in consideration for an award.
10. **INSURANCE:** The Bidder 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 Bidders 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 Bidder'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 Bidder.
- 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 Bidder.
- 10.6. All insurers of the Bidder must be licensed or approved to do business in the State of Colorado. Upon failure of the Bidder 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 Bidder in obtaining and/or maintaining any required insurance shall not relieve the Bidder from any liability under this Agreement, nor shall the insurance requirements be construed to conflict with the obligations of the Bidder 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 Bidder to provide proof of the insurance coverage or policies required under this Agreement.
- 10.9. The Bidder 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 the County as an "additional insured." The name of the IFB 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 Bidder shall promptly obtain a new policy, submit the same to the Purchasing Manager of the County for approval and thereafter submit a certificate of insurance as herein above provided. Upon failure of the Bidder 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 Bidder in obtaining and/or maintaining any required insurance shall not relieve the Bidder from any liability under the contract, nor shall the insurance requirements be construed to conflict with the obligations of the Bidder 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 Bidder shall meet the following requirements prior to signing this Agreement (public contract for service) and for the duration thereof:
- 11.1. The Bidder 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 Bidder shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.
- 11.3. The Bidder shall not enter into a contract with a subcontractor that fails to certify to the Bidder 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 Bidder 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 Bidder 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 Bidder obtains actual knowledge that a subcontractor performing work under this public contract for services knowingly employs or contracts with an illegal alien, the Bidder shall: notify the subcontractor and the County within three days that the Bidder

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. Bidder 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 Bidder violates this Section, of this Agreement, the County may terminate this Agreement for breach of contract. If the Agreement is so terminated, the Bidder shall be liable for actual and consequential damages to the County.

## **12. INDEPENDENT CONTRACTOR**

13.1. Bidder shall perform its duties hereunder as an independent contractor and not as an employee. Neither bidder nor any agent or employee of bidder shall be deemed to be an agent or employee of the County. Bidder and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the County and the County shall not pay for or otherwise provide such coverage for bidder or any of its agents or employees. Unemployment insurance benefits will be available to bidder and its employees and agents only if such coverage is made available by bidder or a third party.

13.2. Bidder shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Quote. Bidder shall not have authorization, express or implied, to bind the County to any contract, liability or understanding, except as expressly set forth in the agreement. Bidder shall (a) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (b) provide proof thereof when requested by the County, and (c) be solely responsible for its acts and those of its employees and agents.

## **14. TERM:**

14.1. The term of this bid is for ninety (90) days from the issuance of the notice to proceed (NTP).

## **15. INVOICE BILLING:**

15.1. The County will pay all statements within thirty (30) days of the date submitted.

## **END OF GENERAL INSTRUCTIONS**

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

CONTRACTOR:

**PEAK MEDIA, INC.**

PEAK MEDIA, INC.  
Company Name

6/18/14  
Date

SHANNON SHAW  
Name (Print or Type)

[Signature]  
Authorized Signature

PRESIDENT  
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

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

**ADAMS COUNTY, COLORADO**

By: [Signature] 6/20/14  
County Manager Date

CONTRACTOR

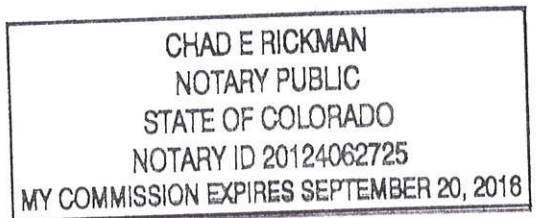
**PEAK MEDIA, INC.**

By: Shannon Shearer 10/17/14  
Name (Print or Type) Date:  
[Signature] President  
Authorized Signature Title

**APPROVED AS TO FORM:**  
Adams County Attorney's Office

By: [Signature]  
Attorney's Signature

**NOTARIZATION:**  
COUNTY OF Douglas )  
STATE OF Colorado ) SS.



Signed and sworn to before me this 17 day of June, 2014,

by Shannon Shearer,

[Signature]  
Notary Public

My commission expires on: 09/20/2016

Kristie Hulse  
Deputy Clerk to the Board

