

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

THIS AGREEMENT ("Agreement") is made this 12th day of April 2016, by and between the Adams County Public Trustee's Office, located at 4430 South Adams County Parkway, Brighton, Colorado 80601, hereinafter referred to as the "Public Trustee," and **METROWEST NEWSPAPERS**, located 139 North Main Street, Brighton, Colorado 80601, hereinafter referred to as the "Contractor." The County and the Contractor may be collectively referred to herein as the "Parties".

The Public Trustee 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 2016.318 and the Contractor's response to the RFP 2016.318 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 Public Trustee declares an emergency, the Public Trustee 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 Public Trustee 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 PUBLIC TRUSTEE: The Public Trustee shall provide information as necessary or requested by the Contractor to enable the Contractor's performance under this Agreement, as referenced in Section 1 above.

3. TERM:

3.1. Term of Agreement: The initial term of this Agreement shall be for one (1) year from the date of execution, unless sooner terminated as specified elsewhere herein.

3.2. Extension Options: The Public Trustee, at its sole option, may offer to extend this Agreement as necessary for up to two (2) option 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 Public Trustee, and the Contractor.

4. PAYMENT AND FEE SCHEDULE: The Public Trustee shall pay the Contractor for services furnished under this Agreement, and the Contractor shall accept as full payment for those services, a flat rate fee of \$60 per week, or \$300 for five consecutive weeks in an amount of **one hundred-ten thousand dollars and no cents (\$110,000.00)**.

- 4.1. Payment pursuant to this Agreement, whether in full or in part, is subject to and contingent upon the continuing availability of Public Trustee funds for the purposes hereof. In the event that funds become unavailable, as determined by the Public Trustee, the Public Trustee 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 Public Trustee. 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 Public Trustee 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 Public Trustee. 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. The Public Trustee 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 Public Trustee, 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 Not Applicable.
- 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. Public Trustee as "Additional Insured": The Contractor's commercial general liability, and comprehensive automobile liability insurance policies and/or certificates of insurance shall be issued to include Public Trustee as an "additional insured," and shall include the following provisions:
 - 8.5.1. Underwriters shall have no right of recovery or subrogation against the Public Trustee, 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 Public Trustee 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 Public Trustee, 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 Public Trustee.

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

9. WARRANTY:

The Contractor warrants and guarantees to the Public Trustee that all work, equipment, and material furnished under the Agreement are free from defects in workmanship and materials for a period of one year after final acceptance by the Public Trustee. 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 Public Trustee 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 Public Trustee 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 Public Trustee 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 Public Trustee, 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. Jurisdiction and Venue: The laws of the State of Colorado shall govern as to the interpretation, validity, and effect of this Agreement. The parties agree that jurisdiction and venue for any disputes arising under this Agreement shall be with the 17th Judicial District, Colorado.

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, the Clean Air Act (42 U.S.C. 7401-7671q), and the Federal Water Pollution

2016.318/MetroWest Newspapers

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: MetroWest Newspapers
Contact: Tim Zeman, Publisher
Address: 139 North Main Street
City, State, Zip: Brighton, Colorado 80601
Office Number: 303-350-1037
E-mail: tzeman@evergreenco.com

- 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.

12. CHANGE ORDERS:

- 12.1. Change Orders: The Public Trustee from time to time, may 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 request for proposal, or, if no provision exists, pursuant to the terms of the Change Order.

13. 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:

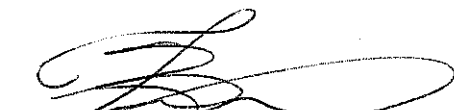
- 13.1. The Contractor shall certify participation in the E-Verify Program (the electronic employment verification program that is authorized in 8 U.S.C. § 1324a and jointly administered by the United States Department of Homeland Security and the Social Security Administration, or its successor program)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

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 the 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.

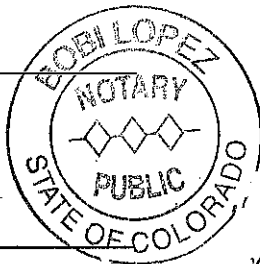
CONTRACTOR:

MetroWest Newspapers 3/29/16
Company Name Date


Signature

Tim Zeman
Name (Print or Type)

Publisher
Title



Witness my hand and seal this 29th day of March 2016.

Bobi Lopez, Notary Public
My Commission Expires February 2, 2018

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

Signature Page

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

**PUBLIC TRUSTEE'S OFFICE
ADAMS COUNTY, COLORADO**

By: [Signature] _____ Date: 4-12-16 _____
Public Trustee

**CONTRACTOR
METROWEST NEWSPAPERS**

By: Tim Zeman _____ Date: 3/29/16 _____
Name (Print or Type) Publisher
[Signature] _____ Title
Authorized Signature

Attest:
Stan Martin, Clerk and Recorder

[Signature] _____
Deputy Clerk

APPROVED AS TO FORM:
Adams County Attorney's Office

By: [Signature] _____
Attorney's Signature

NOTARIZATION:

COUNTY OF Adams)

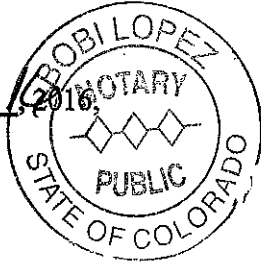
STATE OF Colorado) SS.

Signed and sworn to before me this 29 day of March 2016

by Tim Zeman

Notary Public Bobi Lopez

My commission expires on: February 2 2018



G. Please provide and return the following information with your proposal acknowledgement to provide services for legal publications for Adams County Public Trustee's Office.

- Acknowledge of Flat Fee, per Section F above
- Acknowledgement of Affidavit of compliance
- Citizen Access -- indicate the following:
 - number of paid subscriptions by edition, further divided by each zip code in the publication's circulation area
 - do you have free availability on Public Trustee website
 - if free availability on Newspaper website
 - If free distribution points in circulation area, where are they placed? (libraries, schools, other -- explain)
- State the day of the week that the Combined Notices will be published.
- Indicate how you handle publication when the publication date occurs on a holiday.
- Indicate the deadline for the Public Trustee to notify your office to cancel a legal notice
- Insurance Certificates
- Offeror's Certificate of Compliance
- Offeror's Signature Page

Metrowest Newspapers

(Please Print) Company Name

[Signature] Publisher

Authorized Signer and Title

3/9/10

Date

139 N Main St Brighton CO 80601

Address, City, State, Zip Code

303-689-7522

Telephone Number

tzeman@metrowestnewspapers

E-mail Address

Heidi Ellis

Subject: FW: Response--- RE: Request for proposal

From: Tim Zeman [mailto:tzeman@evergreenco.com]

Sent: Thursday, March 10, 2016 11:48 AM

To: Heidi Ellis

Subject: RE: Response--- RE: Request for proposal

See Below:

Thank you,

Tim Zeman, Publisher
Evergreen Newspapers
tzeman@evergreenco.com
303-350-1037

G. Please provide and return the following information with your proposal acknowledgement to provide services for legal publications for Adams

County Public Trustee's Office.

- Acknowledge of Flat Fee, per Section F above
- Acknowledgement of Affidavit of compliance
- Citizen Access – indicate the following:
 - number of paid subscriptions by edition, further divided by each zip code in the publication's circulation area
2006 paid copies (Average)

80022-153
80601-858
80602-104
80603-165
80601-24
80640-37
80642-33
80643-16
80652-2
Racks-654
 - do you have free availability on Public Trustee website
Yes
 - if free availability on Newspaper website
Yes
 - If free distribution points in circulation area, where are they placed? (libraries, schools, other – explain)
Libraries (limited)
- State the day of the week that the Combined Notices will be published.

Wednesday

- Indicate how you handle publication when the publication date occurs on a holiday
If a Holiday falls on a Wednesday publication day moves to Tuesday
- Indicate the deadline for the Public Trustee to notify your office to cancel a legal notice
Friday by noon
- Insurance Certificates
- Offeror's Signature Page

From: Tim Zeman [<mailto:tzeman@evergreenco.com>]

Sent: Wednesday, March 09, 2016 1:05 PM

To: Heidi Ellis

Cc: 'Bobi Lopez'

Subject: Request for proposal

Heidi,

I hope this contains everything you need. If not please call me at 303-659-2522.

There are no changes to the previous accepted bid. Metrowest will continue to charge a flat fee \$60.00 per run or \$300 for a complete 5 week run as per section F. **Okay**

I acknowledge the Affidavit of Compliance. You have a copy on file (no Changes). **Okay**

All contacts remain the same. **Please provide information, I do have this information for the new agreement**

Metrowest meets and complies with all Colorado Statutes including revised statutes per 24-70-101, 102 & 103. **Okay**

All deadlines remain the same. **Please provide information, I do have this information for the new agreement**

Thank you,

Tim Zeman, Publisher

Evergreen Newspapers

tzeman@evergreenco.com

303-350-1037

EXHIBIT A

(All Documents following this page of the Agreement)

Exhibit:

1. RFP 2016.318 Scope of Services

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Request for Proposal
2016.318

Adams County Public Trustee "the County" through the Purchasing Division is seeking a proposal to continue publication of legal notices for Combined Notices of Sale and Right to Cure and Redeem.

Submit your acknowledgment proposal to continue the publication of legal notices for the Public Trustee's office per the below scope of services and forward to the attention of Heidi Ellis, Purchasing Agent II on or before Thursday, March 10, 2016 at 4:00 p.m., by emailing to hellis@adcogov.org. If you have questions, please call (720) 523.6053 for assistance.

Statement of Services:

The Adams County Public Trustee is requesting continued services of **METROWEST NEWSPAPERS** a qualified newspaper(s) for publication of legal notices for the Adams County Public Trustee's **Combined Notices of Sale and Right to Cure and Redeem**.

A. General Information:

1. Newspaper must continue compliance with Colorado Revised Statutes per 24-70-101, 102 & 103.
2. **METROWEST NEWSPAPERS** must continue to comply with CRS 24-70-101, 102 & 103 and publish within Adams County.

B. Qualifications:

1. **METROWEST NEWSPAPERS** has met the following qualifications, proof of experience in publishing legal Colorado Foreclosure Notices, distributes within specified zip codes in Adams County.

C. Service to the Public Trustee:

1. The Public Trustee requires any emails and phone number changes from the awarded company for the following newspaper staff members:
 - a. Supervisor(s) of the contacts listed below.
 - b. Staff contact information for:
 - i. Initial presentation of Combined Notice
 - ii. Proofing
 - iii. Cancellations
 - iv. Billing
 - c. We prefer as few newspaper contact staff members as possible.
2. Presentation of Copy:
 - a. Newspaper(s) must coordinate direct downloads of Combined Notices from the Public Trustee's software vendor, Government Technology Systems, LLC. If there are problems or questions, please contact the Public Trustee.
 - b. Legal notices are submitted to vendor in MS Word format. This includes legal descriptions of any length.
 - c. We will continue sending files recorded after **April 29, 2016**.

3. Proofing:

- a. The initial galley proof must continue to be sent to the Public Trustee at least 9 weeks prior to publication of the Combined Notice.
 - b. Galleys may be delivered to us in either electronic or paper format. If submitted electronically, must be presented in PDF format in a Zip file. We require corrected galleys to be returned to us for proofing until we accept and approve the final copy. If corrections are required, the publisher must provide the corrected galley proof within 24 hours of receipt from the public trustee.
4. Other:
- a. Any errors by the newspaper in publishing the Combined Notices will be reprinted at the expense of the vendor.
 - b. We require a "Proof of Publication" Affidavit individually for each Combined Notice.

D. Citizen Access:

1. Number of paid subscriptions by edition, further divided by each Zip Code in the publication's circulation area (see attached listing of Adams County zip codes).
2. Number of papers distributed without cost; list free distribution points.
3. Number of individual newspapers sold by type of distribution (vending machine, store, etc.)
4. Capability to have direct access to the publication from the public trustee's website

E. Method and Term of Award

1. If there is a change in the statute during any award term that lengthens or decreases the length of notices, the Public Trustee reserves the right to renegotiate the awarded services.

F. Costs, Payment and Billing:

1. Proposal must be for a flat rate fee for publishing five consecutive publications.
 - **The flat rate fee for publishing five consecutive weeks must remain at \$300.00. If the publication is cancelled prior to five weeks publication, the weekly fee of \$60.00 per week rate will apply.**
 - Payments are currently made on the 5th of the month for the Combined Notices that have been completed or cancelled.
2. Invoices are to be presented in foreclosure # order with the amount due on each foreclosure number. The Invoice must include the date of the start and stop of publication and the name of the paper in which the publication ran.
3. Invoices must be submitted weekly via email for all publications ending that week.

G. Please provide and return the following information with your proposal acknowledgement to provide services for legal publications for Adams County Public Trustee's Office.

- Acknowledge of Flat Fee, per Section F above
- Acknowledgement of Affidavit of compliance
- Citizen Access – indicate the following:
 - number of paid subscriptions by edition, further divided by each zip code in the publication's circulation area
 - do you have free availability on Public Trustee website
 - if free availability on Newspaper website
 - If free distribution points in circulation area, where are they placed? (libraries, schools, other – explain)
- State the day of the week that the Combined Notices will be published.
- Indicate how you handle publication when the publication date occurs on a holiday.
- Indicate the deadline for the Public Trustee to notify your office to cancel a legal notice
- Insurance Certificates
- Offeror's Certificate of Compliance
- Offeror's Signature Page

(Please Print) Company Name

Authorized Signer and Title

Date

Address, City, State, Zip Code

Telephone Number

E-mail Address