ADAMS COUNTY, COLORADO PURCHASE OF SERVICE AGREEMENT

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 2016.319 and the Contractor's response to the RFP 2016.319 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. <u>Emergency Services</u>: 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. <u>RESPONSIBILITIES OF THE PUBLIC TRUSTEE:</u> 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. <u>Term of Agreement:</u> 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. <u>PAYMENT AND FEE SCHEDULE</u>: 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 **twenty-thousand dollars and no cents** (\$20,000.00).

- 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. <u>INDEMNIFICATION</u>: 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. <u>INSURANCE</u>: 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. 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)

Personal Injury Protection:

Per Colorado Statutes

8.3. Workers' Compensation Insurance:

Per Colorado Statutes Not Applicable.

Professional Liability Insurance: to include coverage for damages or claims for 8.4. 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. <u>Endorsement:</u> 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. <u>Proof of Insurance</u>: 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. <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 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

Department:

Adams County Purchasing Division

Address:

4430 South Adams County Parkway, Suite C4000A

City, State, Zip:

Brighton, Colorado 80601

Department:

Address:

Adams County Attorney's Office 4430 South Adams County Parkway

City, State, Zip:

Brighton, Colorado 80601

Contractor:

Company:

The Denver Post

Contact:

Rick Boggett, Dir. Auto./Comm/PP

Address:

101 West Colfax Avenue

City, State, Zip:

Denver, Colorado 80202

Office Number:

303-954-2524

E-mail:

rboggett@denverpost.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. 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. <u>Authorization:</u> 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. <u>CHANGE ORDERS:</u>

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.

CONT	RACI	OR:

_The Derver	POST	3/3/16
Company Name		Date

ROCER BALGET T Name (Print or Type)

Auto/comm/PP DIRECTOR

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	harra	nomend t	hain	******	*****	a-filtread	i.
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ADAMS COUNTY, COLORADO	
By:	
Public Trustee	Date:
CONTRACTOR THE DENVER POST	
By:	
ROGER BACCETT Name (Printer Type)	3/31/14 Date:
Authorized Signature	Auto./Cmm./PP Dincorn
Attest: Stan Martin, Clerk and Recorder	Deputy Clerk
APPROVED AS TO FORM: Adams County Attorney's Office	By: Attorney's Signature
NOTARIZATION: COUNTY OF Denver) Saga
STATE OF Colorado	OSS.
Signed and sworn to before me this 31 day of	March , 2016,
Notary Public Cheryl & Selection My commission expires on: September	CHERYL L. SCHMID NOTARY PUBLIC STATE OF COLORADO NOTARY 10 200941239973 MY COMMISSION EXPIRES SEPTEMBER 14, 2017

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

Attachments:

- 1. Proposal, dated March 10, 2016
- Offeror's Signature Page 2.

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- 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:
 - o number of paid subscriptions by edition, further divided by each zip code in the publication's circulation area
 - o do you have free avallability on Public Trustee website
 - o if free availability on Newspaper website
 - o "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
 - Öfferor's Certificate of Compliance
 - Offeror's Signature Page

146 DENVE (Please Print) Company	
3-10-14	101 W. COLFAX DUE DENVER CO 80202
Date	Address, City, State, Zip Code

lv. Billing:

Ruffi Sensabaugh Assistani Manages, Raventsing Accounting/Custo Service 305-95-51-70 rsensabaugh@denverpost.com

We prefer as few 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 vendors in MS Word format. This includes legal descriptions of any length. This is the Best method for the benven Post Woul Hub

c. We will start sending files recorded after an award is made.

3. Proofing:

a. The initial galley proof must 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 in 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. Gallays will be emaled as individual par files, or within a sip file of we san send them but combined pall file.

4. Other:

a. Any errors by the newspaper in publishing the Combined Notices will be reprinted at the expense of the vendor, Understood

b. We require a "Proof of Publication" Affidavit individually for each Combined Notice. The of idevition publication for each Fire will be enalised of the the last publication date. Unless you direct otherwise if a PTN is concelled before the ntinal enciclose, that efficavit will be emailed as 2001, as passible of ier cance lation

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.

 None All Public Trustee Notices are ovallable drilling by desktop and mobile device at no charge.
- Number of individual newspapers sold by type of distribution (vending machine, store, etc.)
- Capability to have direct access to the publication from the public trustee's website.

 All Public Trustee Notices are posted for the entire 5 weeks that they are in point Taey may be found at no cast at; http://www.derverpost.com/classifieds-select Legal Notices their PTN The They are also per State av sen to the colorado press Association website where they are occuped indefinitely.

E. Costs, Payment and Billing

- 1. Proposal must be for a flat rate fee for publishing five consecutive publications.

 The Deriver loss your rub will charge \$60.00 per notice per week
- 2. Payments will be prorated for each publication of a Combined Notice should the notice be canceled. Agreed
- 3. There is no payment to a vendor should the Combined Notice be canceled prior to the first publication.
 - a. Proposer will be required to state the deadline for our notification to your newspaper to cancel a legal notice.
 - Deadline is Tuesday at noon for publication of cancellation of a Notice for a week from the following lituristay, for example, by Tuesday February 12 at noon rot cancellation (on publication) of a notice to start Triutsday, February 21.
- 4. Payments are currently made on the 5th of the month for the Combined Notices that have been completed or cancelled. Agreed
- 5. 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.
- 6. Invoices must be submitted weekly via email for all publications ending that week. Agreed

F. Proposal Submittal Requirements:

Proposals must include:

- 1. Citizen Access
- 2. Provide a sample of the final layout for the Combined Notice.

 We mail a copies of the Adams county your rule to you each wednesday.
- 3. Provide the exact name of your newspaper(s) for insertion by our staff into the Combined Notice.
- 4. State the day of the week that the Combined Notices will be published.
- 5. Indicate how you handle publication when the publication date occurs on a holiday.

- 6. Indicate the deadline for the Public Trustee to notify your office to cancel a legal notice.

 Deadline is Tuesday at moon for publication or cancellation of a Notice for a week from the following thursday for example by mescay February 12 at noon for cancellation for publication of a notice to start Truscay February 21.
- 7. Provide your proposed flat rate fee for publishing five consecutive publications.

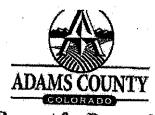
 The Derver Post/Your Hub will charge \$60 00 per horice per week, foral of \$300.00 fer a full run.

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

Exhibit:

RFP 2016.319 Scope of Services 1.

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Request for Proposal 2016.319

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 Heldi 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 THE DENVER POST (HUB) 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:

- Newspaper must continue compliance with Colorado Revised Statutes per 24-70-101,102 & 103.
- 2. THE DENVER POST (HUB) must continue to comply with CRS 24-70-101,102 & 103 and publish within Adams County.

B. Qualifications:

 THE DENVER POST (HUB) 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:

- The Public Trustee requires any emails and phone number changes from the awarded company for the following newspaper staff members:
 - Supervisor(s) of the contacts listed below.
 - b. Staff contact information for:
 - i. Initial presentation of Combined Notice
 - ii. Proofing
 - iii. Cancellations
 - lv. Billing
 - 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:

- 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:

- 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:
 - o number of paid subscriptions by edition, further divided by each zip code in the publication's circulation area
 - o do you have free availability on Public Trustee website
 - o if free availability on Newspaper website
 - o 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