

PURCHASE OF SERVICE AGREEMENT

THIS AGREEMENT ("Agreement") is made this 12th day of May 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 Argus Event Staffing LLC, located at 6408 South Quebec Street Building 1, Centennial, CO 80111, hereinafter referred to as the "Contractor." The County and the Contractor may be collectively referred to herein as the "Parties".

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

1. SERVICES OF THE CONTRACTOR:

- 1.1. All work shall be in accordance with the attached RFP 2014.053 and the Contractor's response to the RFP 2014.053 attached hereto as Exhibit A, and incorporated herein by reference. Should there be any discrepancy between Exhibit A and this Agreement, the terms and conditions of this Agreement shall prevail.
- 1.2. Emergency Services: In the event the Adams County Board of County Commissioners declares an emergency, the County may request additional services (of the type described in this Agreement or otherwise within the expertise of Contractor) to be performed by Contractor. If County requests such additional services, Contractor shall provide such services in a timely fashion given the nature of the emergency, pursuant to the terms of this Agreement. Unless otherwise agreed to in writing by the parties, Contractor shall bill for such services at the rates provided for in this Agreement.

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

3. TERM:

- 3.1. Term of Agreement: The Term of this Agreement shall be for one-year from the date of this Agreement.
- 3.2. Extension Option: The County, at its sole option, may offer to extend this Agreement as necessary for up to two, one year extensions providing satisfactory service is given and all terms and conditions of this Agreement have been fulfilled. Such extensions must be mutually agreed upon in writing by the County and the Contractor, and approved by the Adams County Board of County Commissioners.

4. PAYMENT AND FEE SCHEDULE: The County shall pay the Contractor for services furnished under this Agreement, and the Contractor shall accept as full payment for those services, the sum of twenty- seven thousand five hundred dollars (\$27,500.00):

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

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

6. **NONDISCRIMINATION:**

6.1. **The Contractor shall not discriminate against any employee or qualified applicant for employment because of age, race, color, religion, marital status, disability, sex, or national origin. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices provided by the local public agency setting forth the provisions of this nondiscrimination clause. Adams County is an equal opportunity employer.**

6.1.1. The Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

7. **INDEMNIFICATION:** The Contractor agrees to indemnify and hold harmless the County, its officers, agents, and employees for, from, and against any and all claims, suits, expenses, damages, or other liabilities, including reasonable attorney fees and court costs, arising out of damage or injury to persons, entities, or property, caused or sustained by any person(s) as a result of the Contractor's performance or failure to perform pursuant to the terms of this Agreement or as a result of any subcontractors' performance or failure to perform pursuant to the terms of this Agreement.

8. **INSURANCE:** The Contractor agrees to maintain insurance of the following types and amounts.

8.1. **Commercial General Liability Insurance:** to include products liability, completed operations, contractual, broad form property damage and personal injury.

8.1.1. Each Occurrence: \$1,000,000

8.1.2. General Aggregate: \$2,000,000

8.2. **Comprehensive Automobile Liability Insurance:** to include all motor vehicles owned, hired, leased, or borrowed.

8.2.1. Bodily Injury/Property Damage: \$1,000,000 (each accident)

8.2.2. Personal Injury Protection: Per Colorado Statutes

8.3. Workers' Compensation Insurance: Per Colorado Statutes

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

8.4.1. Each Occurrence: \$1,000,000

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

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

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

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

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

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

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

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

9. TERMINATION:

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

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

10. MUTUAL UNDERSTANDINGS:

- 10.1. Jurisdiction and Venue: The laws of the State of Colorado shall govern as to the interpretation, validity, and effect of this Agreement. The parties agree that jurisdiction and venue for any disputes arising under this Agreement shall be with Adams County, Colorado.
- 10.2. Compliance with Laws: During the performance of this Agreement, the Contractor agrees to strictly adhere to all applicable federal, state, and local laws, rules and regulations, including all licensing and permit requirements. The parties hereto aver that they are familiar with § 18-8-301, et seq., C.R.S. (Bribery and Corrupt Influences), as amended, and § 18-8-401, et seq., C.R.S. (Abuse of Public Office), as amended, and that no violation of such provisions are present. Contractor warrants that it is in compliance with the residency requirements in §§ 8-17.5-101, et seq., C.R.S. Without limiting the generality of the foregoing, the Contractor expressly agrees to comply with the privacy and security requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- 10.3. OSHA: Contractor shall comply with the requirements of the Occupational Safety and Health Act (OSHA) and shall review and comply with the County's safety regulations while on any County property. Failure to comply with any applicable federal, state or local law, rule, or regulation shall give the County the right to terminate this agreement for cause.
- 10.4. Record Retention: The Contractor shall maintain records and documentation of the services provided under this Agreement, including fiscal records, and shall retain the records for a period of three (3) years from the date this Agreement is terminated. Said records and documents shall be subject at all reasonable times to inspection, review, or audit by authorized Federal, State, or County personnel.
- 10.5. Assign Ability: Neither this Agreement, nor any rights hereunder, in whole or in part, shall be assignable or otherwise transferable by the Contractor without the prior written consent of the County.
- 10.6. Waiver: Waiver of strict performance or the breach of any provision of this Agreement shall not be deemed a waiver, nor shall it prejudice the waiving party's right to require strict performance of the same provision, or any other provision in the future, unless such waiver has rendered future performance commercially impossible.
- 10.7. Force Majeure: Neither party shall be liable for any delay or failure to perform its obligations hereunder to the extent that such delay or failure is caused by a force or

event beyond the control of such party including, without limitation, war, embargoes, strikes, governmental restrictions, riots, fires, floods, earthquakes, or other acts of God.

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

Department: Adams County Parks & Community Resources Department
Contact: Mary Willis
Address: 9755 Henderson Road
City, State, Zip: Brighton, CO 80601
Phone: 303.637.8002
E-mail: mwillis@adcogov.org

Department: Adams County Purchasing
Contact: Renee Petersen
Address: 4430 South Adams County Parkway
City, State, Zip: Brighton, Colorado 80601
Phone: 720.523.6043
E-mail: rpetersen@adcogov.org

Department: Adams County Attorney's Office
Address: 4430 South Adams County Parkway
City, State, Zip: Brighton, Colorado 80601
Phone: 720.523.6116

Contractor: Argus Event Staffing LLC
Contact: Tom Smith
Address: 6408 South Quebec Street, Building 1
City, State, Zip: Centennial, CO 80111
Phone: 303.799.1140
E-mail: tom@argus-companies.com

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

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

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

11. CHANGE ORDERS OR EXTENSIONS:

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

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

- 12.1. The Contractor shall certify participation in the E-Verify Program (the electronic employment verification program that is authorized in 8 U.S.C. § 1324a and jointly administered by the United States Department of Homeland Security and the Social Security Administration, or its successor program) or the Department Program (the employment verification program established by the Colorado Department of Labor and Employment pursuant to C.R.S. § 8-17.5-102(5)) on the attached certification.
- 12.2. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.
- 12.3. The Contractor shall not enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.
- 12.4. At the time of signing this public contract for services, the Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this public contract for services through participation in either the E-Verify Program or the Department Program.
- 12.5. The Contractor shall not use either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this public contract for services is being performed.
- 12.6. If Contractor obtains actual knowledge that a subcontractor performing work under this public contract for services knowingly employs or contracts with an illegal alien, the Contractor shall: notify the subcontractor and the County within three (3) days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to the previous paragraph, the subcontractor does not stop employing or contracting with the illegal alien; except that the contractor shall not terminate the contract with the subcontractor if during such

three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

- 12.7. Contractor shall comply with any reasonable requests by the Department of Labor and Employment (the Department) made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. § 8-17.5-102(5).
- 12.8. If Contractor violates this Section, of this Agreement, the County may terminate this Agreement for breach of contract. If the Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the County.

The remainder of this page is left blank intentionally.

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

Deputy County Manager



Ed Finger
Argus Event Staffing LLC

5/7/14

Date



Signature

May 2, 2014

Date

Matt Krumholz

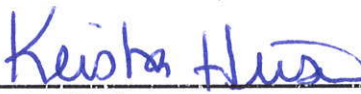
Printed Name

Senior Vice President

Title

Attest:

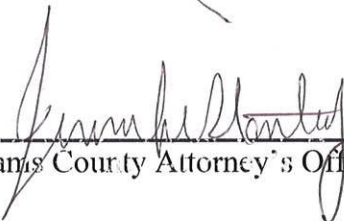
Karen Long, Clerk and Recorder



Deputy Clerk



Approved as to Form:



Adams County Attorney's Office

CONTRACTOR'S CERTIFICATION OF COMPLIANCE

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

CONTRACTOR:

Adams Event Staffing, LLC
Company Name

May 2, 2014
Date

[Signature]
Signature

Matt Krumholz
Name (Print or Type)

Senior Vice 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

2014.053 Fair Parking & Ticketing Services

	SP Plus Corporation		Western Parking Management		Argus Event Staffing	
	Score	Weighted Score	Score	Weighted Score	Score	Weighted Score
Price	2	0.5	4	1	7	1.75
Overall Proposal	5	1	5	1	9	1.8
Qualifications/Service Plan	6	1.2	4	0.8	7	1.4
Past Experience	4	0.8	4	0.8	9	1.8
References/Past performance	6	0.9	6	0.9	7	1.05
Score Rating 1 to 10	23	4.4	23	4.5	39	7.8
1=Poor 10= Excellent						
Price	2	0.5	4	1	8	2
Overall Proposal	5	1	6	1.2	8	1.6
Qualifications/Service Plan	5	1	4	0.8	9	1.8
Past Experience	5	1	5	1	9	1.8
References/Past performance	7	1.05	6	0.9	7	1.05
Score Rating 1 to 10	24	4.55	25	4.9	41	8.25
1=Poor 10= Excellent						
Price	2	0.5	4	1	8	2
Overall Proposal	6	1.2	5	1	8	1.6
Qualifications/Service Plan	7	1.4	5	1	8	1.6
Past Experience	4	0.8	4	0.8	8	1.6
References/Past performance	8	1.2	7	1.05	7	1.05
Score Rating 1 to 10	27	5.1	25	4.85	39	7.85
1=Poor 10= Excellent						
Total Score	74	14.05	73	14.25	119	23.9

**ADAMS COUNTY FORMAL REQUEST FOR PROPOSAL
2014.053**

**Parking and Ticketing Services
Adams County Fair**

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

MANDATORY PRE-PROPOSAL MEETING

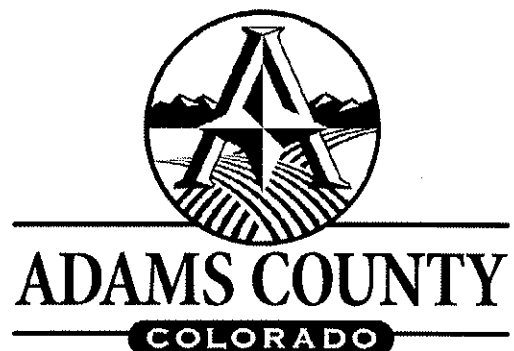
**Adams County Fairgrounds
9755 Henderson Road
Brighton, CO 80601
Date: March 19, 2014
Time: 10:00 A.M.**

**Written questions regarding this RFP will be accepted
through March 25, 2014**

**An Addendum to answer submitted questions will be
issued no later than April 1, 2014**

**Proposal Opening Date: April 9, 2014
Time: 2:00 P.M.**

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



GENERAL INSTRUCTIONS

1. The Adams County Board of Commissioners by and through its Purchasing Division of the Finance Department is accepting proposals for Parking and Ticketing Services.
2. **All documents related to this RFP will be posted on the Rocky Mountain Bid System at: <http://www.rockymountainbidsystem.com/Bids/ViewOpenSolicitations.asp>**
 - 2.1. Vendors must register with this service to receive these documents.
 - 2.2. This service is offered free or with an annual fee for automatic notification services.
3. Written questions may be submitted through March 25, 2014. All questions are to be submitted to Renee Petersen, Purchasing Agent by E-mail at rpetersen@adcogov.org.
4. An Addendum to answer all questions will be issued no later than April 1, 2014.
5. There will be a **Mandatory Pre-Proposal conference** on March 19, 2014 at 10:00 a.m. at the Adams County Fairgrounds located at 9755 Henderson Road, Brighton, CO 80601.
6. Proposals
 - 6.1. Sealed proposals for consideration will be received at the office of the Purchasing Division of the Finance Department at the Adams County Government Center, 4430 South Adams County Parkway, Fourth Floor, Brighton Colorado 80601, up to 2:00 p.m. on April 9, 2014.
 - 6.2. The proposal opening time shall be according to our clock.
 - 6.3. Proposals will be publicly opened and the names of the companies submitting proposals will be read aloud.
 - 6.4. Proposals may be mailed or delivered in person and **must be** in a sealed envelope clearly labeled with Company Name, 2014.053 and Parking and Ticketing Services.
 - 6.5. No proposals will be accepted after the time and date established above except by written addenda.
 - 6.6. The proposal must be submitted on a CD in a single PDF file. Brochures or other supportive documents may be included with the proposal narrative.
 - 6.7. The two proposal signature pages "**CONTRACTOR'S CERTIFICATION OF COMPLIANCE**" pursuant to Colorado Revised Statute (C.R.S.), § 8-17.5-101, *et. seq.*, as amended 5/13/08, and the "**PROPOSAL FORM**" acknowledging the receipt of addendum(s) must be signed and included as hard copy with the CD. These are the **last two pages of the RFP**.

- 6.8. Proposals may not be withdrawn after date and hour set for closing. Failure to enter contract or honor the purchase order will be cause for removal of supplier's name from the Vendor's List for a period of twelve (12) months from the date of this opening.
- 6.9. In submitting the proposal, the vendor agrees that acceptance of any or all proposals by the Purchasing Manager within a reasonable time or period constitutes a contract. No delivery shall become due or be accepted unless a purchase order shall first have been issued by the Purchasing Division.
- 6.10. The County assumes no responsibility for late deliveries of mail on behalf of the United States Post Office or any other delivery system.
- 6.11. The County assumes no responsibility for a proposal being either opened early or improperly routed if the envelope is not clearly marked on the outside: Parking and Ticketing Services and 2014.053.
- 6.12. In the event of a situation severe enough to cause the Adams County Board of Commissioners to close the County offices for any reason, the Purchasing Manager has the prerogative of rescheduling the proposal opening time and date. No proposal will be considered above all other proposals by having met the proposal opening time and date requirements to the exclusion of those who were unable to present their proposal due to a situation severe enough to cause the Board of Commissioners to close the County offices.
- 6.13. Proposal must be submitted in the format supplied and/or described by the County. Failure to submit in the format provided may be cause for rejection of the proposal. Proposals must be furnished exclusive of taxes.
- 6.14. No award will be made to any person, firm, or corporation, which is in arrears upon any obligation to the County.
- 6.15. If submitting a joint venture proposal or a proposal involving a partnership arrangement, articles of partnership stating each partner's responsibilities shall be furnished and submitted with the proposal.
- 6.16. The County reserves the right to waive any irregularities or informalities, and the right to accept or reject any and all proposals, including but not limited to:
 - 6.16.1. Any Proposal which does not meet bonding requirements, or,
 - 6.16.2. Proposals which do not furnish the quality, or,
 - 6.16.3. Offer the availability of materials, equipment or services as required by the specifications, description or scope of services, or,
 - 6.16.4. Proposals from offerors who lack experience or financial responsibility, or,
 - 6.16.5. Proposals which are not made to form.

- 6.17. The Board of County Commissioners may rescind the award of any proposal within one week thereof or at its next regularly scheduled meeting; whichever is later, when the public interest will be served thereby.
- 6.18. Issuance of this solicitation does not commit the County to award any Agreement or to procure or Agreement for any equipment, materials or services.
- 6.19. If a formal Agreement is required, the Contractor agrees and understands that a Notice of Award does not constitute an Agreement or create a property interest of any nature until an Agreement is signed by the Awardee and the Board of County Commissioners and/or their authorized designee.
- 6.20. Only sealed proposals received by the Purchasing Division of the Finance Department will be accepted; proposals submitted telephone, E-mail, or facsimile machines are not acceptable.
7. Adams County is an equal opportunity employer.
8. The County ensures that disadvantaged business enterprises will be afforded full opportunity to submit bids in response to all invitations and will not be discriminated against on the grounds of race, color, national origin, age, gender, or disability in consideration for an award.
9. **INSURANCE:** The Contractor agrees to maintain insurance of the following types and amounts:
- 9.1. Commercial General Liability Insurance: to include products liability, completed operations, contractual, broad form property damage and personal injury.
- | | |
|--------------------------|-------------|
| 9.1.1. Each Occurrence | \$1,000,000 |
| 9.1.2. General Aggregate | \$2,000,000 |
- 9.2. Comprehensive Automobile Liability Insurance: to include all motor vehicles owned, hired, leased, or borrowed.
- | | |
|--------------------------------------|-----------------------------|
| 9.2.1. Bodily Injury/Property Damage | \$1,000,000 (each accident) |
| 9.2.2. Personal Injury Protection | Per Colorado Statutes |
- 9.3. Workers' Compensation Insurance: Per Colorado Statutes
- 9.4. Professional Liability Insurance: to include coverage for damages or claims for damages arising out of the rendering, or failure to render, any professional services.
- | | |
|--|-------------|
| 9.4.1. Each Occurrence | \$1,000,000 |
| 9.4.2. 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. | |

- 9.5. The Contractor's commercial general liability, and comprehensive automobile liability insurance policies and/or certificates of insurance shall be issued to include Adams County as an "additional insured," and shall include the following provisions:
- 9.5.1. 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.
 - 9.5.2. 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.
 - 9.5.3. Any and all deductibles contained in any insurance policy shall be assumed by and at the sole risk of the Contractor.
- 9.6. All insurers of the Contractor must be licensed or approved to do business in the State of Colorado. Upon failure of the Contractor to furnish, deliver and/or maintain such insurance as provided herein, this Agreement, at the election of the County, may be immediately declared suspended, discontinued, or terminated. Failure of the Contractor in obtaining and/or maintaining any required insurance shall not relieve the Contractor from any liability under this Agreement, nor shall the insurance requirements be construed to conflict with the obligations of the Contractor concerning indemnification.
- 9.7. 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.
- 9.8. At any time during the term of this Agreement, the County may require the Contractor to provide proof of the insurance coverage's or policies required under this Agreement.
- 9.9. The Contractor shall not commence work under this contract until they have submitted to the County and received approval thereof, certificates of insurance showing that they have complied with the foregoing insurance.
- 9.10. All referenced insurance policies and/or certificates of insurance shall be issued to include Adams County as an "additional insured." The name of the proposal or project must appear on the certificate of insurance.
- 9.11. 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.
- 9.12. The clause entitled "Other Insurance Provisions" contained in any policy including the County as an additional insured shall not apply to The County.
- 9.13. If any of the said policies shall be or at any time become unsatisfactory to the County as to form or substance, or if a company issuing any such policy shall be or at any time become unsatisfactory to the County, the Contractor shall promptly obtain a new policy,

submit the same to the Purchasing Manager of Adams County for approval and thereafter submit a certificate of insurance as herein above provided. Upon failure of the Contractor to furnish, deliver and maintain such insurance as provided herein, this contract, at the election of the County, may be immediately declared suspended, discontinued or terminated.

10. Contractor shall comply with the requirements of the Occupational Safety and Health Act (OSHA) and shall review and comply with the County's safety regulations while on any County property. Failure to comply with any applicable federal, state or local law, rule, or regulation shall give the County the right to terminate this agreement for cause.
11. COMPLIANCE WITH C.R.S. § 8-17.5-101, ET. SEQ. AS AMENDED 5/13/08: Pursuant to Colorado Revised Statute (C.R.S.), § 8-17.5-101, *et. seq.*, as amended 5/13/08, the Contractor shall meet the following requirements prior to signing this Agreement (public contract for service) and for the duration thereof:
 - 11.1. The Contractor shall certify participation in the E-Verify Program (the electronic employment verification program that is authorized in 8 U.S.C. § 1324a and jointly administered by the United States Department of Homeland Security and the Social Security Administration, or its successor program) or the Department Program (the employment verification program established by the Colorado Department of Labor and Employment pursuant to C.R.S. § 8-17.5-102(5)) on the attached certification.
 - 11.2. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.
 - 11.3. The Contractor shall not enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.
 - 11.4. At the time of signing this public contract for services, the Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this public contract for services through participation in either the E-Verify Program or the Department Program.
 - 11.5. The Contractor shall not use either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this public contract for services is being performed.
 - 11.6. If Contractor obtains actual knowledge that a subcontractor performing work under this public contract for services knowingly employs or contracts with an illegal alien, the Contractor shall: notify the subcontractor and the County within three days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to the previous paragraph, the subcontractor does not stop employing or contracting with the illegal alien; except that

the Contractor shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

11.7. Contractor shall comply with any reasonable requests by the Department of Labor and Employment (the Department) made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. § 8-17.5-102(5).

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

End General Information

The remainder of this page is left blank intentionally.

Scope of Work

12. Background

Adams County is seeking responses for a vendor to provide professional and dependable personnel for Parking, and Event Ticketing Services during the 2014 Adams County Fair. It is expected that these services will be performed in the most professional, efficient, and effective manner as possible to achieve a pleasant parking, admission, and exit experience for patrons.

13. Evaluation Criteria

- 13.1. Vendor qualifications
- 13.2. Fee schedule
- 13.3. Letters of Recommendation (3)
- 13.4. Vendors experience working on events of similar size and scope of work
- 13.5. Proposed service plan
- 13.6. Ability to provide the equipment and supplies necessary to perform this service

14. Personnel Description/Duties

- 14.1. Ticket Sellers – cash handling personnel, selling tickets at the event gate
- 14.2. Ticket Takers – personnel taking tickets and/or checking wristbands at event gate
- 14.3. Will Call – personnel
- 14.4. Gate Collectors – cash handling personnel, selling parking tickets and checking parking passes
- 14.5. Treasury Service Handlers – cash handling personnel; distribution of funds and balancing tickets sold and cash received; deliver cash to Adams County personnel. A secure area will be provided and Adams County will supply all tickets to be sold at the fair (parking and events)
- 14.6. Designate Representative – vendor will identify a designate representative for counting and reconciling cash drawers and collections, and who will serve at the liaison between the vendor and Adams County

15. Vendor Responsibilities/Requirements

- 15.1. A designated supervisor must be present at all times during the duration of the Adams County Fair
- 15.2. The vendor is responsible for scheduling all rest, lunch and dinner breaks and any personnel shifts and/or changes
- 15.3. Adams County reserves the right to reassign ticket personnel as needed
- 15.4. All personnel must be bonded and be a minimum of 18 years of age
- 15.5. Contractor will be required to sign a Service Agreement with Adams County for these services

16. Required Parking and Ticketing Services

- 16.1. The bidding organization will provide the manpower necessary for the shifts described in Attachment A. Times and events are subject to change.

17. All Parking personnel are expected to act in a professional manner, have a neat and clean appearance, and be trained to manage the parking areas accordingly based on the needs of the scheduled events.

Parking personnel are the first point of contact with the public and are expected to provide an excellent experience for those in attendance at the Adams County Fair.

18. Direct and manage pedestrian and vehicular traffic.
19. Collection of monies associated with parking fees
20. The successful vendor may be asked to alter traffic patterns or parking on short notice to accommodate circumstances that may arise at an event.

End Scope of Work

The remainder of this page left blank intentionally.

SAMPLE OF PURCHASE OF SERVICE AGREEMENT

THIS AGREEMENT ("Agreement") is made this ____ day of _____ 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 WINNER123, located at ADDRESS123, hereinafter referred to as the "Contractor." The County and the Contractor may be collectively referred to herein as the "Parties".

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

1. SERVICES OF THE CONTRACTOR:

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

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

3. TERM:

- 3.1. **Term of Agreement:** The Term of this Agreement shall be for one-year from the date of this Agreement.
- 3.2. **Extension Option:** The County, at its sole option, may offer to extend this Agreement as necessary for up to two, one year extensions providing satisfactory service is given and all terms and conditions of this Agreement have been fulfilled. Such extensions must be mutually agreed upon in writing by the County and the Contractor, and approved by the Adams County Board of County Commissioners.

4. PAYMENT AND FEE SCHEDULE: The County shall pay the Contractor for services furnished under this Agreement, and the Contractor shall accept as full payment for those services, the sum of:

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

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

6. NONDISCRIMINATION:

6.1. **The Contractor shall not discriminate against any employee or qualified applicant for employment because of age, race, color, religion, marital status, disability, sex, or national origin. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices provided by the local public agency setting forth the provisions of this nondiscrimination clause. The County is an equal opportunity employer.**

6.1.1. The Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

7. INDEMNIFICATION: The Contractor agrees to indemnify and hold harmless the County, its officers, agents, and employees for, from, and against any and all claims, suits, expenses, damages, or other liabilities, including reasonable attorney fees and court costs, arising out of damage or injury to persons, entities, or property, caused or sustained by any person(s) as a result of the Contractor's performance or failure to perform pursuant to the terms of this Agreement or as a result of any subcontractors' performance or failure to perform pursuant to the terms of this Agreement.

8. INSURANCE: The Contractor agrees to maintain insurance of the following types and amounts:

8.1. Commercial General Liability Insurance: to include products liability, completed operations, contractual, broad form property damage and personal injury.

8.1.1. Each Occurrence: \$1,000,000

8.1.2. General Aggregate: \$2,000,000

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

8.2.1. Bodily Injury/Property Damage: \$1,000,000 (each accident)

8.2.2. Personal Injury Protection: Per Colorado Statutes

8.3. Workers' Compensation Insurance: Per Colorado Statutes

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

8.4.1. Each Occurrence: \$1,000,000

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

8.5. The 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 The 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 Adams County, Colorado.

10.2. Compliance with Laws: During the performance of this Agreement, the Contractor agrees to strictly adhere to all applicable federal, state, and local laws, rules and regulations, including all licensing and permit requirements. The parties hereto aver that they are familiar with § 18-8-301, et seq., C.R.S. (Bribery and Corrupt Influences), as amended, and § 18-8-401, et seq., C.R.S. (Abuse of Public Office), as amended, and that no violation of such provisions are present. Contractor warrants that it is in compliance with the residency requirements in §§ 8-17.5-101, et seq., C.R.S. Without limiting the generality of the foregoing, the Contractor expressly agrees to comply with the privacy and security requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

10.3. OSHA: Contractor shall comply with the requirements of the Occupational Safety and Health Act (OSHA) and shall review and comply with the County's safety

regulations while on any County property. Failure to comply with any applicable federal, state or local law, rule, or regulation shall give the County the right to terminate this agreement for cause.

- 10.4. Record Retention: The Contractor shall maintain records and documentation of the services provided under this Agreement, including fiscal records, and shall retain the records for a period of three (3) years from the date this Agreement is terminated. Said records and documents shall be subject at all reasonable times to inspection, review, or audit by authorized Federal, State, or County personnel.
- 10.5. Assign ability: Neither this Agreement, nor any rights hereunder, in whole or in part, shall be assignable or otherwise transferable by the Contractor without the prior written consent of the County.
- 10.6. Waiver: Waiver of strict performance or the breach of any provision of this Agreement shall not be deemed a waiver, nor shall it prejudice the waiving party's right to require strict performance of the same provision, or any other provision in the future, unless such waiver has rendered future performance commercially impossible.
- 10.7. Force Majeure: Neither party shall be liable for any delay or failure to perform its obligations hereunder to the extent that such delay or failure is caused by a force or event beyond the control of such party including, without limitation, war, embargoes, strikes, governmental restrictions, riots, fires, floods, earthquakes, or other acts of God.
- 10.8. Notice: Any notices given under this Agreement are deemed to have been received and to be effective: (1) Three (3) days after the same shall have been mailed by certified mail, return receipt requested; (2) Immediately upon hand delivery; or (3) Immediately upon receipt of confirmation that an E-mail was received. For the purposes of this Agreement, any and all notices shall be addressed to the contacts listed below:

Department: Adams County (department name)

Contact:

Address:

City, State, Zip:

Phone:

E-mail:

Department: Adams County Purchasing

Contact:

Address: 4430 South Adams County Parkway

City, State, Zip: Brighton, Colorado 80601

Phone:

E-mail:

Department: Adams County Attorney's Office
Address: 4430 South Adams County Parkway
City, State, Zip: Brighton, Colorado 80601
Phone: 720.523.6116
E-mail:

Contractor: Winner123
Contact:
Address:
City, State, Zip:
Phone:
E-mail:

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

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

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

11. CHANGE ORDERS OR EXTENSIONS:

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

11.2. Extensions: The County may, upon mutual written agreement by the parties, extend the time of completion of services to be performed by the Contractor.

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

12.1. The Contractor shall certify participation in the E-Verify Program (the electronic employment verification program that is authorized in 8 U.S.C. § 1324a and jointly

administered by the United States Department of Homeland Security and the Social Security Administration, or its successor program) or the Department Program (the employment verification program established by the Colorado Department of Labor and Employment pursuant to C.R.S. § 8-17.5-102(5)) on the attached certification.

- 12.2. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.
- 12.3. The Contractor shall not enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.
- 12.4. At the time of signing this public contract for services, the Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this public contract for services through participation in either the E-Verify Program or the Department Program.
- 12.5. The Contractor shall not use either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this public contract for services is being performed.
- 12.6. If Contractor obtains actual knowledge that a subcontractor performing work under this public contract for services knowingly employs or contracts with an illegal alien, the Contractor shall: notify the subcontractor and the County within three 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 the 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.

Submittal Checklist

- ☐ Response to RFP
- ☐ W-9
- ☐ Contractor's Certification of Compliance
- ☐ Proposal Form
- ☐ Letters of Recommendation (3)

CONTRACTOR'S CERTIFICATION OF COMPLIANCE

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

CONTRACTOR:

Company Name

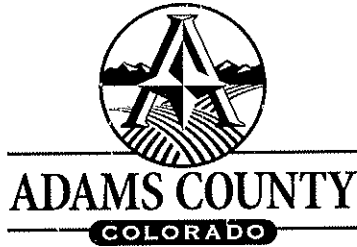
Date

Name (Print or Type)

Signature

Title

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



PROPOSAL FORM
2014.053
Parking and Ticketing Services
Adams County Fair

VENDOR'S STATEMENT

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

Written Amount _____ \$ _____
Amount

WE, THE UNDERSIGNED, HEREBY ACKNOWLEDGE RECEIPT OF

Addenda # _____ Addenda # _____
If None, Please write NONE.

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

ATTACHMENT A- 2014 ADAMS COUNTY FAIR SCHEDULE OF EVENTS

Wednesday, July 30, 2014	Event Manager	1	9 a.m.	10 p.m.
Opening Day of the Fair	Parking Supervisor	1	9 a.m.	5 p.m.
Fair opens at 5; closes at 10	Parking Supervisor	1	3 p.m.	10 p.m.
No Charge Parking	Parking Staff	8	10 a.m.	9 p.m.
Carnival hours 5 p.m. to 11 p.m.				

Thursday, July 31, 2014	Event Manager	1	7 a.m.	10 p.m.
Baby Boomer Day & Rodeo	Cash Manager	1	4 p.m.	10 p.m.
Fair opens at 10; closes at 10	Parking Supervisor	1	7 a.m.	10 p.m.
No Charge Parking	Parking Supervisor	1	1 p.m.	10 p.m.
Carnival hours 5 p.m. to 10 p.m.	Lot Flaggers	3	7 a.m.	10 p.m.
	Lot Flaggers	6	3 p.m.	10 p.m.
	Directional Staff	6	7 a.m.	10 p.m.
	Directional Staff	6	3 p.m.	10 p.m.
	VIP Lots	1	7 a.m.	10 p.m.
	VIP Lots	1	3 p.m.	10 p.m.
	Grandstand Supervisor	1	5 p.m.	9 p.m.
	Grandstand Tickets Sellers	4	5 p.m.	9 p.m.
	Grandstand Ticket Takers	4	5 p.m.	9 p.m.
	Grandstand Will Call			
	Grandstand Gate Attendant	2	5 p.m.	10 p.m.

Friday, August 1, 2014	Event Manager	1	7 a.m.	11 p.m.
Kids Day & Truck Pull	Cash Manager	1	4 p.m.	10 p.m.
Fair opens at 10; closes at midnight	Parking Supervisor	2	7 a.m.	10:45 p.m.
No Charge Parking	Lot Flaggers	3	7:30 a.m.	10 p.m.
Carnival hours 10 a.m. to midnight	Lot Flaggers	6	3 p.m.	10 p.m.
	Directional Staff	6	7 a.m.	10:45 p.m.
	Directional Staff	6	3 p.m.	10:45 p.m.
	VIP Lots	2	7 a.m.	10 p.m.
	Grandstand Supervisor	1	9 a.m.	9 p.m.
	Grandstand Sellers	4	5 p.m.	9 p.m.
	Grandstand Ticket Takers	4	5 p.m.	9 p.m.
	Grandstand Will Call	2	5 p.m.	9 p.m.
	Grandstand Gate Attendant	4	4 p.m.	10 p.m.

Saturday, August 2, 2014	Event Manager	1	7 a.m.	11 p.m.
Demolition Derby	Cash Manager	1	7 a.m.	10:45 p.m.
Parking \$5.00 per car	Parking Supervisor	2	7 a.m.	10:45 p.m.
Fair opens at 10; closes at midnight	Lot Flaggers	3	7:30 a.m.	10 p.m.
Carnival hours 10 a.m. to midnight	Lot Flaggers	6	3 p.m.	10 p.m.
	Directional Staff	6	7 a.m.	10:45 p.m.
	Directional Staff	6	3 p.m.	10:45 p.m.
	VIP Lots	2	7 a.m.	10 p.m.
	Parking Sellers	3		
	Grandstand Supervisor	1	9 a.m.	9 p.m.
	Grandstand Sellers	4	5 p.m.	9 p.m.
	Grandstand Ticket Takers	4	5 p.m.	9 p.m.
	Grandstand Will Call	2	5 p.m.	9 p.m.

	Grandstand Gate Attendant	4	4 p.m.	10 p.m.
Sunday, August 3, 2014	Event Manager	1	8 a.m.	11 p.m.
Fiesta Day	Cash Manager	1	8 a.m.	10:45 p.m.
Parking \$5.00 per car	Parking Supervisor	2	8 a.m.	10:45 p.m.
Fair opens at Noon; closes at 8	Lot Flaggers	3	8 a.m.	10 p.m.
Carnival hours noon to midnight	Lot Flaggers	6	3 p.m.	10 p.m.
	Directional Staff	6	8 a.m.	3 p.m.
	Directional Staff	8	3 p.m.	10:45 p.m.
	VIP Lots	2	8 a.m.	10 p.m.
	Parking Sellers	3	9 a.m.	10 p.m.
	Grandstand Supervisor	1	Noon	9 p.m.
	Grandstand Sellers	4	Noon	6 p.m.
	Grandstand Ticket Takers	4	Noon	9 p.m.
	Grandstand Will Call	2	Noon	9 p.m.
	Grandstand Gate Attendant	3	Noon	7 p.m.

Wednesday is typically a slower day at the fair; however it is also employee night at the fair for Adams County

Thursday is typically a slower day at the fair; however, Baby Boomers and Beyond (formerly Senior Day) hosts a breakfast, entertainment and bingo. It should be over by Noon. At the rodeo we will be celebrating the 110th anniversary of the fair so we can see potential heavier crowds more than usual.

Friday is typically a large crowd on this day & night. Truck Pull has an elimination in the morning followed by the pull beginning at 7 p.m.; kids day at the fair is another popular event and buses will be present on that day.

Saturday the demo derby is a sell out event and has heavy crowds. Fireworks are shot over the lake at approximately 9:30 just as the crowds let out. It will be heavy parking on this night. At times we have needed to use the park for over-flow parking.

Sunday Fiesta day is a sell out event and has heavy crowds beginning in the early afternoon. This year we are the exhibitors are staying open until 8 p.m.



ADAMS COUNTY
COLORADO

Request For Proposal
Response

Tom Smith Founder/CEO

tom@argus-companies.com

303-917-6699

Argus Event Staffing, LLC
6408 S Quebec St #1
Centennial, CO 80111

argus



April 8, 2014

The following pages include all of the information specified for the Request for Proposal (RFP) for event parking at the Adams County Fair. Argus Event Staffing, LLC (AES) is honored to participate in this opportunity. AES can be contacted through the following methods:

Mail:

Argus Event Staffing, LLC
6408 South Quebec Street, Building One
Centennial, CO 80111

Main Phone: (303) 799-1140
Fax: (303) 799-1421

The main points of contact for this RFP response are Tom Smith, Founder and CEO, and Chuck Grant, Senior Operations Manager, they can be reached through the following methods:

Tom Smith
Direct Phone: (303) 799-1140
Cell Phone: (303) 917-6699
E-mail: tom@argus-companies.com

Chuck Grant
Direct Phone: (303) 799-1140
Cell Phone: (720) 620-6001
E-mail: chuck@argus-companies.com

The statements made in the RFP Response are correct and truthful representations. If selected, Argus Event Staffing, LLC shall negotiate in good faith with Adams County and all related entities.

Respectfully,

Tom Smith
Founder and CEO





Mr. Thompson Smith

Founder and CEO

AES is owned by Thompson Smith, who also functions on a day-to-day basis as the CEO of the company. Mr. Smith graduated from the University of Northern Colorado with a degree in Criminal Justice/Business. In 1982, he began working as a concert security staff person with Feyline Concerts and quickly moved up the ladder when he assumed a supervisory role.

In 1988, Mr. Smith began working at Fiddler's Green Amphitheatre and was soon promoted to operations director. He retained that position for MCA Concerts until 1990 when he started an Event Staffing Company in Denver, Colorado. Fiddler's Green was his first and largest client at the time. In 1990, Mr. Smith was hired as the Vice President and General Manager for the Colorado division of D&L Entertainment Services, Inc.

In 2003, after realizing a need in the event staffing arena, Mr. Smith started Argus Event Staffing, LLC and Argus Corporate Security, LLC. As the sole owner of the Argus Companies, Mr. Smith strongly believes in rewarding loyal and devoted employees, so much so that a good portion of his team has worked with him for many years. Mr. Smith was instrumental in providing staff and performing crowd management services at World Youth Day held in 1993 at Cherry Creek Reservoir- there were 450,000 attendees and over 1,000 event staff members involved in this monumental event. At the conclusion, Mr. Smith was presented a commendation from the Arapahoe County Sheriff recognizing his "Outstanding Service" for the event.

argus



13.

Evaluation Criteria

argus

13.1 Vendor Qualifications

Argus Event Staffing, LLC (AES) believes in the motto “One Fan At A Time” and approaches every interaction as an opportunity to amplify the fan experience. Driven by passion and dedication, we are an event staffing company that approaches events and security from a customer service standpoint. AES’s service lines are far-reaching; including security, ushers, ticket takers, parking attendants, box office, roam teams, janitorial, and others. Each one of our services focuses on a core mindset of positive interaction with clients and guests.

AES currently has offices in Colorado, Texas and Georgia and also offers touring and festival teams that work anywhere in the country. Overall, AES employs more than 5,000 team members nationwide.

AES differentiates itself from other similarly structured companies by deploying a unique supervisor-driven staffing methodology. AES has found that making supervisors accountable for both staffing his or her area of responsibility, and for the overall success of their work area, leads to the selection of team members who work hard and arrive promptly and consistently for their shifts. This ultimately contributes to the success of the supervisors and the teams as a whole.

AES has since grown to employ 50 full-time Managers, Directors and more than 5,000 part-time team members throughout our organization. AES holds exclusive contracts with a variety of professional sports teams and their facilities, prestigious universities, and unique clients with varying needs and events.



argus

13.2 Fee Schedule

Event Manager	\$22.51 per hour*
Cash Manager	\$22.51 per hour*
Parking Supervisor	\$18.03 per hour*
Parking Staff	\$16.11 per hour*
Grand Stand Supervisor	\$18.03 per hour*
Grand Stand Staff	\$16.11 per hour*

* These rates are based on our 2010 bid, which AES would like to continue to honor based on the current 2014 living wage.

The proposed hourly rates are inclusive of all costs. Overtime rates will only be charged to the Client for holidays that are defined as U.S. Federal holidays observed by the United States Office of Personnel Management (for a current list, please visit <http://www.opm.gov/fedhol/index.asp>). All other overtime rates, including, without limitation, overtime rates paid to employees who exceed twelve (12) hours in one day or forty (40) hours in one week (or other such threshold as may be required by law), shall not be charged to Client.

The logo for Argus, featuring the word "argus" in a stylized, bold, white font with a thick black outline, set against a solid black rectangular background.

13.3 Letters of Recommendation

Please see attached Letters of Recommendation on the following pages.

The word "argus" is written in a bold, white, stylized font with a thick outline, set against a solid black rectangular background.

EXHIBIT A



January 6, 2010

To whom it may concern:

Please accept this letter of reference and recommendation for Argus Event Staffing, LLC.

Argus has been the exclusive provider of Event Staffing Services at INVESCO Field at Mile High since July of 2008. Only one month after starting, INVESCO Field and Argus successfully hosted the final night of the 2008 Democratic National Convention.

Argus provides over 600 staff for Denver Broncos games and other events filling positions including room teams, security screeners at gates, ticket takers and other event staff positions throughout the stadium. Originally agreeing to a five year agreement, we have already extended this an additional two years.

The decision to hire Argus was made for many reasons. We know the challenge in providing a high level of quality customer service to over 76,000 fans is significant as is the expectation that the stadium is a safe place with fan behavior standards properly managed and enforced. To meet this challenge requires more than just a large number of staff, it requires a large number of committed, highly trained staff supported by experienced managers and supervisors, who take the time to know our venue and our guests and who are committed to INVESCO Field and the Denver Broncos as much as the company they work for.

The key to this in our opinion was consistency and in having the same staff member, in the same post, every single event. That was our original challenge to Argus and they have met this challenge in every way. This e-mail I received only yesterday was a great reminder of why we decided on Argus.

Gorchov, Andy

From: Matt
Sent: January 05, 2010 11:11 PM
To: Andy Gorchov
Subject: Room Teams - 01a

Tim - I know I briefly mentioned it on Monday, but while going through the lots and talking with fans on Sunday a lot of fans were very complimentary of the room team that worked Lot M this season, in particular an employee named Earnest. I didn't have a pen to write down his name but I am pretty sure this is it. They said he was very active and exceptionally fan when dealing with issues that arose.

Thanks for all the help this year!
Matt

Matthew Shew
Parking and Site Manager
INVESCO Field at Mile High
1701 Bryant Street, Suite 100
Denver, Colorado 80202
Direct: 720.256.3000
Fax: 720.256.3000

Providing quality security in parking lots further away from the stadium has always been a challenge. With Argus, the guests knew Earnest's name, saw him every game and respected his efforts in doing his job. The same quality staff member, doing the same great job, in the same place for every game. Feedback like this and having people like Earnest and the other Argus staff represent INVESCO Field and Mile High are the reason we choose to work with Argus.

If I can provide any other information about our experience with Argus or answer any other questions, please don't hesitate to contact me.

Sincerely

Andy Gorchov
Director of Stadium Operations
INVESCO Field at Mile High



Kroenke Sports & Entertainment

It is with great pleasure that I submit this letter of recommendation and support for Argus Event Staffing and Tom Smith.

I have worked with Tom Smith since Pepsi Center opened in 1999 and I am extremely satisfied with the service and quality that his organization has provided. Since we opened Pepsi Center with Tom, we have added three additional venues to our partnership relationship. Dicks Sporting Goods Park, 1stBank Center, and Paramount Theater have our Argus partners leading the way for our security and customer service efforts. The leadership, vision, and commitment to a quality guest experience and secure venue is always the common bond in our partnership.

As everyone strives to reach the common goal of customer service, Tom Smith and Argus Event Staffing have chosen to be an active partner in reaching that goal together. His organization and management staff understands that customer service and guest satisfaction are a facilities primary goal in the industry. They are not just a vendor or operator that shows up for the event and performs a job. Argus Managers understand that they are in a partnership and that the effort and care that they put into the partnership will lead to success for everyone. With the variety of venues and events, we rely heavily on Tom and his staff to find the right staffing demographic for each of our teams and events.

I am a personal supporter of Tom Smith and the Argus organization because of their solid business operation. Tom and the Argus Management staff continue to lead by virtue of their solid human passion and care for others and lead's their organization with proper moral and ethical values that we all desire. Those moral and ethical values are the backbone of a partnership and lead to the trust and mutual commitment we have to reaching our common goal, Customer Service and Patron Safety.

A handwritten signature in black ink, reading "David M. Jolette".

David M. Jolette
Senior Vice President, Venues
Kroenke Sports and Entertainment, LLC
djolette@pepsicenter.com
303-405-8551

1000 Chopper Circle, Denver, Colorado 80204 Main 303.405.1100 Fax 303.575.1920 www.pepsicenter.com





Kroenke Sports Enterprises

It is my pleasure to take the time to describe the attributes of Argus Companies. I have had the opportunity to work closely with Argus' management team for the past 6 years, so I have a clear understanding of their experience in regard to sports and entertainment event staffing and management.

I began administering the Argus account at Pepsi Center in February of 2001. At that time, Argus provided event staffing for the Colorado Avalanche (NHL), the Denver Nuggets (NBA), world-class concerts, ice shows, circuses and a variety of family shows and corporate private events. Within the next two years, Argus successfully increased their staffing capabilities and management experience by covering two new professional franchises, the Colorado Mammoth (NLL), the Colorado Crush (AFL), as well as the Denver Grand Prix, the new City Lights Pavilion and the Paramount Theater. Throughout each start-up operation for these new ventures, the Argus management team, led by Tom Smith, Matt Krumholz and Bill Jacob, remained upbeat, focused and professional. Argus maintained a high level of guest service and well trained front-line staff at all Kroenke Sports Enterprises (KSE) facilities.

The Argus management team has continued to embrace the expanding opportunities within each new entity owned and managed by KSE. As KSE has grown from one facility with two sports teams, to four facilities with five sports teams, Argus has grown and flourished while providing excellent service, accurate scheduling and effective training for a large and diversified work force. I was personally very happy and proud to work with Argus on the staffing needs for our new soccer stadium, Dick's Sporting Goods Park, which hosts the Colorado Rapids (MLS) home games in addition to concerts, lacrosse, rugby, football and band competitions.

I am confident that Argus is one of the most trustworthy and dedicated companies with which I have been associated. I am available to discuss Argus' industry experience at your convenience. I may be reached by phone in Denver at 303-405-6106, or via email at mrock@pepsicenter.com.

Best Regards,

A handwritten signature in blue ink, appearing to read 'Mike Rock', is written over a horizontal line.

Mike Rock
General Manager, Venues
Kroenke Sports Enterprises
1000 Chopper Circle
Denver, CO 80204

1000 Chopper Circle, Denver, Colorado 80204 303.405.1100 www.pepsicenter.com

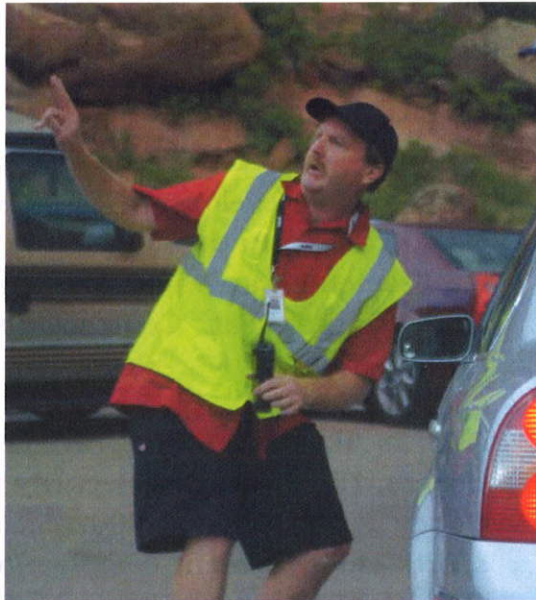


13.4 Vendor Experience

AES is a leader in the parking industry, with an extensive knowledge of the Adams County Fair events since 2010. We also facilitate the parking services at many other locations and events, including:

- Sports Authority Field at Mile High
- Red Rocks Amphitheatre
- Denver Coliseum
- Fiddlers Green Amphitheatre
- CU Boulder
- Denver University
- San Antonio Livestock Expo
- Arapahoe County Fair
- Douglas County Fair
- First Bank Center

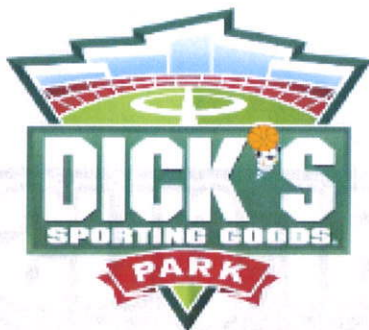
Our in-depth knowledge of the parking requirements at the Adams County Fair enable our parking personnel to plan ahead for different events as well as compensate for different traffic patterns. This type of knowledge offers the best service to the public and creates a 'hassle' free day at the fair.



argus

EXHIBIT A

AES currently provides staffing services to clients in facilities of all sizes in Colorado, Texas and Georgia. We offer a wide range of experience in the unarmed guard and event staffing fields, and are skilled at meeting the clients every need. Below is a summary of some of the clients that AES currently partners with.



AES exclusively provides event-staffing services to the **City and County of Denver/ Theatres and Arenas**, providing Ushers, Ticket Takers, Security and Parking staff for **Red Rocks Amphitheatre** and the **Denver Coliseum**. Red Rocks Amphitheatre is a 9,000- seat outdoor venue known worldwide for its unique beauty and a destination place for many nationally touring bands. Denver Coliseum is a recently renovated 7,000-seat entertainment facility that has served the Denver community for more than 50 years and hosts events such as the National Western Stock Show and the Denver Cutthroats hockey to name a few. A single General Manager oversees both the Red Rocks and Coliseum events, and serves as the point of contact for city management. Contracted since 2006

AES is one of the approved vendors at the **Colorado Convention Center** in Denver and provides staffing for over 80% of the public and private events at the facility. Past events have included, CEDIA, the Microsoft Developer's Conference, and the Democratic National Convention. Staffing requirements can range from 5 to more than 100 based on the event. Contracted since 2003

AES is the exclusive provider of Ticket Takers, Ushers, Directors, and Security for **Dick's Sporting Goods Park**. This 20,000-seat soccer stadium and sports entertainment complex located in Commerce City, Colorado is the home of the Colorado Rapids, Mile High Music Festival and many other concerts and events. AES provides approximately 140 team members for Rapids games, and upwards of 300 team members staffed for concerts.

EXHIBIT A



Memories Are Played Here.

AES is the sole event staffing company for **Pepsi Center** in Denver, Colorado, and provides Ticket Scanners, Ushers, Directors, A3S™ and Security for the facility. Pepsi Center is the home of the Colorado Avalanche (NHL), the Denver Nuggets (NBA), the Colorado Crush (AFL), and the Colorado Mammoth (NLL). With approximately 100 combined home games, AES provides over 200 staff members per event and an additional 100 AES personnel when increased staffing is needed. The 19,000-seat venue also hosts many concerts, ice shows, conferences, motor events, and speaking engagements. AES has been involved at many large sporting events at the Pepsi Center, such as the NHL All Star game in 2001, the NBA All Star game in 2004, and both the NBA and NHL playoff games. Including the Stanley Cup Finals. Contracted since 2003



AES is the provider of all event staffing for sporting events and concerts at the **University of Colorado** in Boulder. As the exclusive staffing contractor, AES provides more than 500 staff that facilitates the Bottle and Can Check, Field Security, Locker Room Security, Ushers, Ticket Takers, Roam Teams, Report Writers, Parking Personnel and Crowd Control. In addition to these responsibilities, AES also handles all staffing at **Folsom Field** for college football as well as the **Coors Events Center** which houses college basketball in an 8,000-seat arena. Many of the AES Managers have been involved with the event staffing at the University of Colorado since 1996. Contracted since 2003

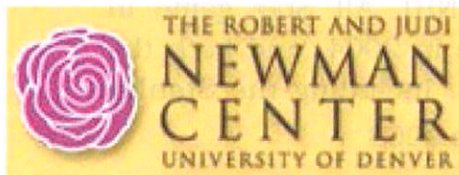


AES was part of the opening team at the **1STBANK Center**, providing a comprehensive front-of-house management and staffing solutions involving Ushers, Ticket Takers, Event Security, 24 Hour Security, Guest Services, and Parking Services. Since it's opening, AES has remained the exclusive provider of all event services.

EXHIBIT A



At the **Ritchie Center at Denver University**, AES provides Ticket Scanners, Ushers, Directors, Crowd Management and Security. The Ritchie Center is located near downtown Denver, and is home to the University of Denver Pioneers. Magness Arena within the Ritchie Center can accommodate 9,000 patrons for all events ranging from NCAA Hockey to large, nationally touring concerts. Many of the AES Managers have been involved with the venue's crowd management since it's opening in 1999.



In addition to the Ritchie Center, AES provides services for **The Newman Center at Denver University**. This state of the art theatre was designed with the most advanced acoustic technology and is quickly being recognized as one of the top classical venues in the nation. AES provides Ticket Takers, Ushers, Directors, and Security for the 100 plus events each year with a continual team of 10.



The **Historic Paramount Theatre in Denver** is another AES exclusive venue. The 2,000-seat facility is a renovated 1930's movie theatre that is registered as a historic landmark in downtown Denver and is owned and operated by Kroenke Sports Enterprises. LiveNation, the exclusive booker, promotes over 130 events per year. Ranging from private rentals to nationally touring concerts, AES handles all of the staffing requirements for each event to run seamlessly.



AES provides all of the Ushers, Ticket Takers and Security at **The Ogden Theatre and Gothic Theatre** in downtown Denver. Both facilities, booked by AEG, host well over 100 concerts each year covering a vast array of genres.





MUSEUM OF OUTDOOR ARTS
FIDDLER'S GREEN
AMPHITHEATRE

At **Fiddler's Green Amphitheatre**, AES provides all front-of-house staffing, Ushers, Ticket Takers, Security, Parking, and Cleaning Personnel. All services within the 19,000-seat, outdoor amphitheater are managed by a single Event Manager that is dedicated to the venue and serves as a single point of contact for venue management. Providing a range of services within one facility allows AES to achieve consistency in management structure, staff frequency and cross-departmental redeployment. AES provides staffing of up to 200 team members per event. Contracted since 2003



AES is the exclusive provider of Security, Ticket Takers, Security Screeners, A3S™, Roam Teams, and Parking Personnel for **Sports Authority Field At Mile High**. Working in Partnership with stadium management and the National Football League, AES maintains NFL security guidelines and enforces the NFL Fan Code of Conduct. For a typical Broncos game, AES provides approximately 800 personnel for 76,000 fans. Contracted since 2006



The **Tabernacle** is a mid-size concert hall in Atlanta with seating for approximately 2,600. This nearly century old historic building has hosted many concerts and comedy tours since opening as a music venue in 1996. AES is proud to provide staffing for this unique and often voted "Best of Atlanta" venue.

argus

EXHIBIT A



The **Atlanta Motor Speedway** is a 100,000+ seat multi-use Nascar Arena that AES has a long-term contract with and is booked exclusively by Speedway Motor Sports, Inc. AES provides Ticket Takers, Ticket Sellers/Cashiers, Security and Parking for all of their scheduled events.



At the **Lakewood Amphitheatre**, AES provides all front-of-house staffing, Ushers, Ticket Takers, Security, Parking, and Cleaning Personnel. All services within the 19,000-seat, outdoor amphitheater are managed by a single Event Manager that is dedicated to the venue and serves as a single point of contact for venue management. Providing a range of services within one facility allows AES to achieve consistency in management structure, staff frequency and cross-departmental redeployment. AES has a long-term contract for all service lines described above.



Georgia Southern University is the home to the Eagles Athletic programs. With the 23,000 seat Paulson Football Stadium, 5,500 seat Hanner Basketball Arena and the 2,700 seat Hennon Baseball complex there are always events to prepare for. AES currently has a long-term contract at GSU that includes the services of Ticket Takers, Ushers, Event Staff, Parking and Security.

argus

EXHIBIT A



AES provides Ticket Takers, Ushers, Event Staff, Parking and Security at **University of West Georgia's** multi-use Stadium and Sports Complex for all of the Wolves Athletic Programs.

CENTER STAGE

VINYL | the LOFT | CENTER STAGE THEATER

Center Stage Atlanta is a mid-size complex hosting three separate venues and located in the heart of Midtown. AES provides Ticket Takers, Ushers, Janitorial and Security for this unique venue.



Little Five Points is the home to the **Variety Playhouse** in Atlanta. This World War II era movie theatre has been converted into an intimate concert setting. AES currently provides Ushers, Ticket Takers, Roam Team, Security, Parking and Guest Services for this venue.



The Masquerade in Atlanta is a mid-size concert venue that contains both indoor and outdoor stages and the host to many alternative music genera's. AES provides services as needed based on each individual event.

argus

EXHIBIT A



The **San Antonio Stock Show & Rodeo** has grown to be one of the largest and most prestigious single events in San Antonio with over one and a half million visitors entering the grounds each year. AES is proud to provide Ticket Takers, Ushers and Security to ensure a safe and enjoyable visit to all who attend the events.



Just minutes from the River Walk and the Alamo, **Sunset Station** is a restored 10-acre facility and surrounding historic district of St. Paul Square, that hosts functions for 20-20,000 guests. It is also one of the largest historic special event facilities in San Antonio. AES provides Parking Attendants and Security for all of their scheduled events.



Since its start in 1891, **Fiesta** has grown over the years to a 10-day celebration featuring some 100 events that feature music, food, sports, pageantry, military and patriotic observances, exhibits, and parades. Nonprofit organizations sponsor every activity, and the festival has an economic impact of nearly \$284 million on the city of San Antonio. AES is honored to be a part of such an historic event and provides Parking Attendants and Security to ensure a safe, enjoyable time is had by all.



The **Henry B. Gonzalez Convention Center** is a convention center in Downtown San Antonio, along the banks of the River Walk. AES has contracted with Hunt/Zachry as part of their \$325 million expansion project to provide Team Members to perform badge checks and registration of people/vehicles on the site to protect their investment.

argus

EXHIBIT A

AES has also provided event staffing to many large festivals and events. Below is a summary of some of the festival clients that AES has partnered with.



Coachella and Stagecoach

Indio, California

Multi-week outdoor festival, including: camping, multiple stages

AES provides: Access control



Mile High Music Festival

Commerce City, Colorado

Weekend outdoor festival, including: camping, main stage

AES provided: 24-hour security, which included: barricade, backstage, camping and access control. We also provided dedicated staff for ticket taking, ushering and guest relations, report writing and Roam Teams.



Snowball Festival

Winter Park and Denver, Colorado

Weekend winter outdoor festival

AES provided: 24-hour security, which included: private parties and events, access control, perimeter control, stage security and backstage security. We also provided dedicated staff for ticket taking, report writing and Roam Teams.

argus



Riot Fest

Byers, Colorado

Weekend outdoor festival, including: camping, multiple stages, carnival midway

AES provided: 24-hour security, which included: barricade, backstage, camping, car searches and access control. We also provided dedicated staff for ticket taking report writing and Roam Teams



Phish Fest

Commerce City, Colorado

Weekend outdoor festival, including: camping and multiple stages.

AES provided: 24-hour security, which included: barricade, backstage, camping, and access control. We also provided dedicated staff for ticket taking, report writing and Roam Teams.



Shaky Knees Music Fest

Atlanta, Georgia

Weekend festival, multiple stages in an urban setting.

AES provided: 24-hour security, which included: barricade, backstage, and access control. We also provided dedicated staff for ticket taking, ushering and guest relations, report writing and Roam Teams.

argus

EXHIBIT A

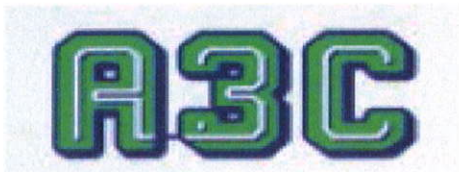


One Music Fest

Atlanta, Georgia

Weekend festival, multiple stages in an urban setting.

AES provided: 24-hour security, which included: barricade, backstage, and access control. We also provided dedicated staff for ticket taking, ushering and guest relations, report writing and Roam Teams.



A3C Festival

Atlanta, Georgia

Weekend festival in multiple locations throughout the city.

AES provided: security positions at multiple locations.



SXSW

Austin, Texas

Multi week, music, film and interactive festival. Various locations around the city.

AES provides: security at various venues as needed.

argus

13.5 Proposed Service Plan

Based on the RFP, AES agrees to provide the services and Team Members to complete the written proposal and all facets of the scope of work as contained herein. Once the contract is signed by AES and the client, we will work very closely with all parties involved to assure the best course of action to ensure a successful event.



13.6 Equipment and Supplies

AES will provide the supplies needed to perform all services required. Items we will provide include, but are not limited to:

- 200 Traffic Cones
- Directional Signs
- Box Office Cash- we can provide \$20,000 in funds as needed
- Radios
- Parking Truck
- 2 Golf Carts
- Uniforms- including:
 - Parking Vests
 - Cold Weather Coats
 - Directional Wands





14.

Personnel Description/Duties

argus

14.1 Ticket Sellers

All prospective Ticket Sellers/Team Members go through a rigorous screening process prior to being hired.

- Event Staff Eligibility- Prospective employees must certify that they can meet certain physical requirements for venue positions.
- Formal interview- assuring that each individual has the demeanor to work varied positions throughout the company.
- Standard application reporting- as required by law.
- State Background Checks- Prospective employees must submit to a Background Check. Only those employees that have a felony-free record and a record that does not denote moral turpitude are allowed to continue through the screening process.
- National Sex Offender Check- Prospective employees must submit to a national sex offender database check: only employees that pass this check are allowed to continue through the screening process.
- E-Verify- Prospective employees must successfully pass an E-Verify check, or else submit evidence of resolution within the federally mandated window to continue thorough screening.
- Drug Screening- AES has a zero tolerance policy, and management reserves the right to drug screen at any time. Additionally, for each worker's compensation claim AES performs mandatory drug screens.
- Signed 'Cash Handling' agreement will be communicated and signed before being placed in a cash handling position.
- Trained to handle all issues with patrons efficiently and professionally.
- Knowledge of all locations at the venue, including parking lots and vendor areas.



14.2 Ticket Takers

All prospective Ticket Takers/Team Members go through a rigorous screening process prior to being hired.

- Event Staff Eligibility- Prospective employees must certify that they can meet certain physical requirements for venue positions.
- Formal interview- assuring that each individual has the demeanor to work varied positions throughout the company.
- Standard application reporting- as required by law.
- State Background Checks- Prospective employees must submit to a Background Check. Only those employees that have a felony-free record and a record that does not denote moral turpitude are allowed to continue through the screening process.
- National Sex Offender Check- Prospective employees must submit to a national sex offender database check: only employees that pass this check are allowed to continue through the screening process.
- E-Verify- Prospective employees must successfully pass an E-Verify check, or else submit evidence of resolution within the federally mandated window to continue thorough screening.
- Drug Screening- AES has a zero tolerance policy, and management reserves the right to drug screen at any time. Additionally, for each worker's compensation claim AES performs mandatory drug screens.
- Signed 'Cash Handling' agreement will be communicated and signed before being placed in a cash handling position.
- Trained to handle all issues with patrons efficiently and professionally.
- Knowledge of all locations at the venue, including parking lots and vendor areas.

The logo for 'argus' is displayed in a bold, white, stylized font with a thick black outline. The letters are lowercase and have a slightly rounded, bubbly appearance. The logo is set against a solid black rectangular background.

14.3 Will Call

All prospective Will Call/Team Members go through a rigorous screening process prior to being hired.

- Event Staff Eligibility- Prospective employees must certify that they can meet certain physical requirements for venue positions.
- Formal interview- assuring that each individual has the demeanor to work varied positions throughout the company.
- Standard application reporting- as required by law.
- State Background Checks- Prospective employees must submit to a Background Check. Only those employees that have a felony-free record and a record that does not denote moral turpitude are allowed to continue through the screening process.
- National Sex Offender Check- Prospective employees must submit to a national sex offender database check: only employees that pass this check are allowed to continue through the screening process.
- E-Verify- Prospective employees must successfully pass an E-Verify check, or else submit evidence of resolution within the federally mandated window to continue thorough screening.
- Drug Screening- AES has a zero tolerance policy, and management reserves the right to drug screen at any time. Additionally, for each worker's compensation claim AES performs mandatory drug screens.
- Signed 'Cash Handling' agreement will be communicated and signed before being placed in a cash handling position.
- Trained to handle all issues with patrons efficiently and professionally.
- Knowledge of all locations at the venue, including parking lots and vendor areas.



14.4 Gate Collectors

All prospective Gate Collectors/Team Members go through a rigorous screening process prior to being hired.

- Event Staff Eligibility- Prospective employees must certify that they can meet certain physical requirements for venue positions.
- Formal interview- assuring that each individual has the demeanor to work varied positions throughout the company.
- Standard application reporting- as required by law.
- State Background Checks- Prospective employees must submit to a Background Check. Only those employees that have a felony-free record and a record that does not denote moral turpitude are allowed to continue through the screening process.
- National Sex Offender Check- Prospective employees must submit to a national sex offender database check: only employees that pass this check are allowed to continue through the screening process.
- E-Verify- Prospective employees must successfully pass an E-Verify check, or else submit evidence of resolution within the federally mandated window to continue thorough screening.
- Drug Screening- AES has a zero tolerance policy, and management reserves the right to drug screen at any time. Additionally, for each worker's compensation claim AES performs mandatory drug screens.
- Signed 'Cash Handling' agreement will be communicated and signed before being placed in a cash handling position.
- Trained to handle all issues with patrons efficiently and professionally.
- Knowledge of all locations at the venue, including parking lots and vendor areas.

The logo for Argus, featuring the word "argus" in a stylized, bold, white font with a thick black outline, set against a solid black rectangular background.

14.5 Treasury Service Handlers

AES will provide a dedicated Treasury Service Handler to distribute funds, balance tickets sold and cash received. This person will also deliver cash to Adams County personnel along with a computer printout of the funds collected per location/Team Member. This person will remain the same throughout the event and be available for any questions Adams County personnel may have.

The logo for 'argus' is displayed in a bold, white, stylized font with a thick black outline. The letters are lowercase and have a rounded, bubbly appearance. The logo is positioned on the right side of a solid black horizontal bar that spans the width of the page.

14.6 Designate Representative

AES will provide a dedicated representative for reconciling cash drawers as well as collections. This person will be dedicated to the needs of Adams County and act as a liaison between the vendor and the client.

The logo for Argus, featuring the word "argus" in a stylized, bold, white font with a thick black outline, set against a solid black rectangular background.



15.

Vendor Responsibilities/Requirements

argusTM

15.1 Designated Supervisor

ARGUS EVENT DIRECTOR

AES provides a full-time Event Director (ED) with extensive previous experience in the fields of event management, crowd management, and staffing operations. The ED will be the primary account representative for the client and will oversee the day-to-day duties, as well as the event duties and operations of AES as they pertain to the venue. Furthermore, the ED will be wholly devoted to the Adams County account and will act as a member of the overall Adams County venue management team, attending meetings and being available on a daily basis to interact with Adams County staff. In order to facilitate the best possible interaction and promote an open communication flow, AES attempts in all cases to secure office space for the ED at client venues.

EVENT MANAGERS & ASSISTANT EVENT MANAGERS

Event managers and Assistant Event Managers will be provided as determined in the staffing plan and will be devoted specifically to Adams County during events. All Event Managers and Assistant Event Managers will be specifically and comprehensively trained to oversee the event staffing operations for each of their designated areas of operation.

EVENT STAFFING MANAGER

The Event Staffing Manager will be responsible for overseeing the entire event staffing operations to ensure each event is properly staffed and will also be responsible for all invoicing to Adams County. Additionally, the Event Staffing Manager is directly responsible for managing the AES Supervisor-based staffing process to ensure that each event is properly staffed with the correct number of appropriately trained staff.

The logo for Argus, featuring the word "argus" in a stylized, bold, white font with a thick black outline, set against a solid black rectangular background.

15.2 Scheduling

Upon receiving the fully executed contract for the Adams County Fair, AES will have a schedule completed for all requested Team Members. We typically have our employees scheduled for this event 2 months in advance with updates as necessary. We confirm with every employee two weeks prior to the event to allow time to adjust Team Members as needed. This forward thinking and scheduling allows us to be prepared with the best, committed Team Members.

The logo for 'argus' is displayed in a bold, white, stylized font with a thick black outline. The letters are lowercase and have a slightly rounded, bubbly appearance. The logo is positioned on the right side of a solid black horizontal bar that spans the width of the page.

15.3 Reassignment of Personnel

Based on the suggested staffing plan, AES will work with Adams County Fair personnel to place all Team Members in areas that will benefit all locations as needed.

The word "argus" is written in a stylized, bold, white font with a thick black outline, set against a solid black rectangular background.

15.4 Bond/Age Requirements

Under the umbrella of Argus Event Staffing, LLC, all current Team Members are bonded and insured. Additionally, our minimum age requirement is 18 to be a part of the Argus team.



15.5 Service Agreement

AES will sign the required Service Agreement upon approval of this Request for Proposal Response.

The logo for Argus, featuring the word "argus" in a stylized, bold, white font with a thick black outline, set against a solid black rectangular background.



16.

Required Parking and Ticketing Services

argus

16.1 Attachment A, Scheduling

AES agrees to provide all the staffing needed to provide the best service based on Attachment A (event schedule). We will staff our Team Members according to the posted event schedule, with the knowledge that the information contained within may be subject to change. In the event of scheduling changes, AES will have a solid 'back-up' plan to ensure a seamless entrance/exit strategy for all events.

The logo for 'argus' is displayed in a bold, white, stylized font with a thick black outline. The letters are lowercase and have a slightly rounded, bubbly appearance. The logo is positioned in the bottom right corner of a solid black rectangular background that spans the width of the page.



17.

Parking Personnel Expectations

argus

17.1 Parking Personnel

AES has the top Parking Personnel in the state, with some of the best Managers leading this esteemed group of Team Members. While all of our staff is carefully selected and attends the required trainings, meetings, and team building exercises, we also look for Team Members who have that 'something extra' to be exemplary Parking Personnel. To be considered for the parking team, we look for individuals who display traits we deem necessary to perform the required tasks. Some of these traits include:

- Honesty
- Integrity
- Responsible
- Customer Service Skills

While there are a lot of traits that can be learned, these few core items are instilled within a person. Looking for people who display these qualities gives us the power to continue to provide the best service to our clients.

The word "argus" is written in a stylized, bold, white font with a thick black outline, set against a solid black rectangular background.



18.

Traffic Management

argus

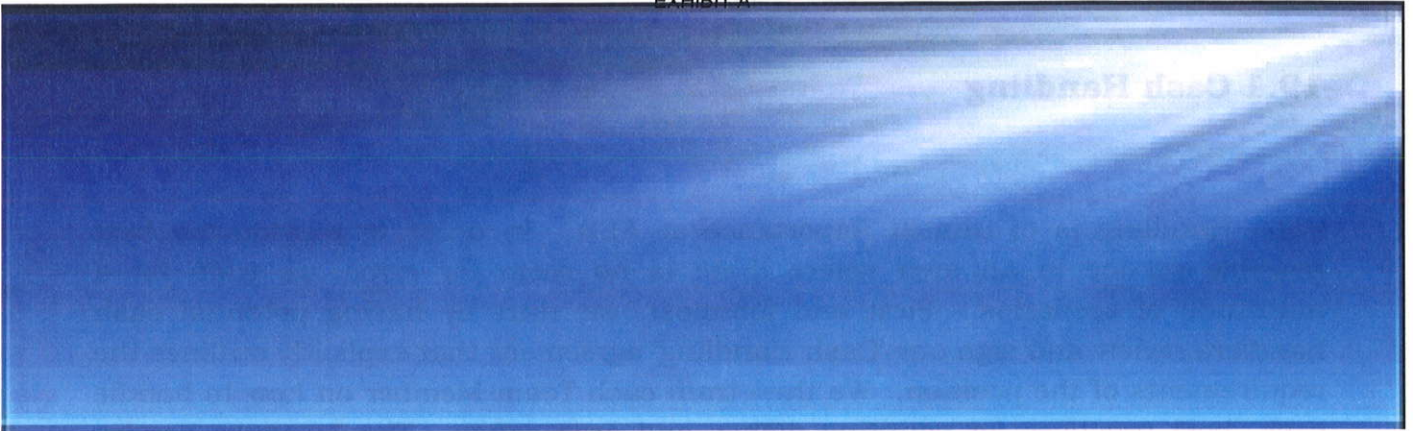
18.1 Traffic Management

Since 2010, AES has provided traffic management for the Adams County Fair. While we believe that we have always maintained all of the needs of the client, we also believe that there is always room to fine-tune our operation. In addition to holding our daily 'pre-event' meetings and mapping out our best plan of action to meet all the challenges of traffic flow, we will continue to foster our excellent relationship with the Police Department to ensure that attendee safety is first and foremost.

AES thoroughly understands that there can be inclement weather during this event, and getting all participants to their vehicles and safely out of the area is a very real possibility. We are able to make immediate changes in our traffic management, and think on our feet to cover any issues thrown our way. Our ultimate goal is that the client never has to worry about the jobs we are performing, because we plan ahead for the needs of the operation.

We embrace the 'out of the box' thinking that our Parking Managers need to have, to be able to ensure that our areas are running as best as they can with very little inconvenience to the attendees. Whether it is backed up traffic, inclement weather or a record number of patrons, our Parking Managers have all the skills needed to ensure complete success.

The logo for 'argus' is displayed in a stylized, bold, white font with a thick black outline. The letters are lowercase and have a slightly rounded, bubbly appearance. The logo is set against a solid black rectangular background.



19.

Cash Handling

argus

19.1 Cash Handling

Cash Handling is of utmost importance at AES. In order to provide the best possible service in an area where there is no room for error, we train for a multitude of scenarios. First and foremost, we start by having potential cash handlers review and sign our 'Cash Handling' agreement that explicitly outlines the requirements of the position. We then train each Team Member on how to handle cash, best practices for counting money and area safety. The Treasury Service Handler will be responsible for cash drops throughout the day at various times, which aids in Team Member safety as well as monitored cash control.

The word "argus" is written in a stylized, bold, white font with a thick black outline, set against a solid black rectangular background.



20.

Parking Variations

argus

20.1 Parking Variations

AES will work closely with the client to ensure all variations in the parking plan are communicated with all Team Members and Management. With this clear and defined plan, we can assure everyone is ready to provide the best course of action. Additionally, we manually park every car to maximize safety and space control for the most efficient use of the parking area.

The logo for Argus, featuring the word "argus" in a stylized, bold, white font with a thick black outline, set against a solid black rectangular background.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/02/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER IMA, Inc. - Colorado Division 1550 17th Street Suite 600 Denver, CO 80202	1-303-534-4567	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS: denpam@imacorp.com	FAX (A/C, No):
INSURED Argus Event Staffing, LLC 6408 S. Quebec St., Bldg One Englewood, CO 80111		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A: LEXINGTON INS CO (Risk Specialists)	19437
		INSURER B: PHILADELPHIA IND INS CO	18058
		INSURER C: TEXAS MUTUAL INS CO	22945
		INSURER D: AMGUARD INS CO	42390
		INSURER E: PINNACOL ASSUR	41190
		INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 36200348

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD'L SUBR INSR WVD	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> BI & PD Ded: \$100,000 <input checked="" type="checkbox"/> Terrorism incl GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC		016199390	07/01/13	07/01/14	EACH OCCURRENCE \$ 10,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ EXCLUDED PERSONAL & ADV INJURY \$ INCLUDED GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMP/OP AGG \$ INCLUDED
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> Terrorism <input type="checkbox"/> NON-OWNED AUTOS		PHPK1042025	07/01/13	07/01/14	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTIONS					EACH OCCURRENCE \$ AGGREGATE \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Texas WC - If Yes Members Excluded: COO, Vice President and President	Y/N Y N/A	TSP000118222220130726-TX	07/26/13	07/26/14	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

For Information Only

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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EXHIBIT A

SUPPLEMENT TO CERTIFICATE OF INSURANCE

DATE
10/02/2013

NAME OF INSURED: Argus Event Staffing, LLC

Additional Description of Operations/Remarks from Page 1:

Additional Information:

Workers Compensation & Employers Liability Coverage - Colorado Only: Policy #4074006

Insurer E: See Above Effective Date: 09/01/13 - 09/01/14

\$1,000,000 E.L. Ea Accident; \$1,000,000 E.L. Disease Ea Employee; \$1,000,000 E.L. Disease Policy Lmt

WC Statutory Limits Apply

Workers Compensation & Employers Liability Coverage - Georgia Only: Policy #R2WC482790

Insurer D: See Above Effective Date: 09/01/13 - 09/01/14

\$1,000,000 E.L. Ea Accident; \$1,000,000 E.L. Disease Ea Employee; \$1,000,000 E.L. Disease Policy Lmt

WC Statutory Limits Apply

Form **W-9**
(Rev. August 2013)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Name (as shown on your income tax return)
Acquis Event Staffing LLC

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:
☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate
☒ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) C
☐ Other (see instructions) ▶

Exemptions (see instructions):
 Exempt payee code (if any) _____
 Exemption from FATCA reporting code (if any) _____

Address (number, street, and apt. or suite no.)
6408 S Quebec St

City, state, and ZIP code
Centennial CO 80111

List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

--	--	--	--	--	--	--	--	--	--

Employer identification number

2	7	-	0	0	2	6	8	9	6
---	---	---	---	---	---	---	---	---	---

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below), and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ▶ [Signature]

Date ▶ 4-7-14

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. The IRS has created a page on www.irs.gov/w9 for information about Form W-9, at www.irs.gov/w9. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the

withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

EXHIBIT A

CONTRACTOR'S CERTIFICATION OF COMPLIANCE

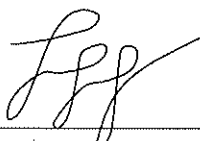
Pursuant to Colorado Revised Statute, § 8-17.5-101, *et. seq.*, as amended 5/13/08, as a prerequisite to entering into a contract for services with Adams County, Colorado, the undersigned Contractor hereby certifies that at the time of this certification, Contractor does not knowingly employ or contract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

CONTRACTOR:

Argus Event Staffing LLC
Company Name

April 8, 2014
Date

Thompson Smith
Name (Print or Type)



Signature

President and CEO
Title

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



PROPOSAL FORM
 2014.053
 Parking and Ticketing Services
 Adams County Fair

VENDOR'S STATEMENT

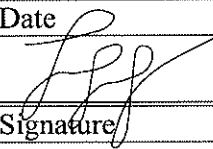
I have read and fully understand all the special conditions herein set forth in the foregoing paragraphs, and by my signature set forth hereunder, I hereby agree to comply with all said special conditions as stated or implied. In consideration of the above statement, the following proposal is hereby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

Twenty Seven Thousand Five Hundred Dollars
 Written Amount

\$ 27,500.00
 Amount

WE, THE UNDERSIGNED, HEREBY ACKNOWLEDGE RECEIPT OF

Addenda # 2014.053 #1 Addenda # _____
 If None, Please write NONE.

<u>Argus Event Staffing LLC</u>	<u>April 8, 2014</u>
Company Name	Date
<u>6408 S Quebec St Building 1</u>	
Address	Signature
<u>Centennial, CO 80111</u>	<u>Tom Smith</u>
City, State, Zip Code	Printed Name
<u>Arapahoe</u>	<u>Founder and CEO</u>
County	Title
<u>303-799-1140</u>	<u>303-799-1421</u>
Telephone	Fax
<u>tom@argus-companies.com</u>	
E-mail Address	

