

PURCHASE OF SERVICE AGREEMENT

THIS AGREEMENT ("Agreement") is made this 25 day of April 2014, by and between the Public Trustee, located at 4430 South Adams County Parkway, Brighton, Colorado 80601, hereinafter referred to as the "Public Trustee," and I-70 Publishing Company, Inc., dba Eastern Colorado News, P.O. Box 829, Strasburg, CO 80136 hereinafter referred to as the "Contractor." The Public Trustee and the Contractor may be collectively referred to herein as the "Parties".

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

1. SERVICES OF THE CONTRACTOR:

- 1.1. All work shall be in accordance with the attached RFP and the Contractor's response to the RFP 2013.022 Legal Publication Notices for the Public Trustee attached hereto as Exhibit A, and incorporated herein by reference. Should there be any discrepancy between Exhibit A and this Agreement the terms and conditions of this Agreement shall prevail.
- 1.2. Emergency Services: In the event the Public Trustee declares an emergency, the Public Trustee may request additional services (of the type described in this Agreement or otherwise within the expertise of 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 Public Trustee 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 Public Trustee, at its sole option, may offer to extend this Agreement as necessary for up to one, 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 Public Trustee and the Contractor.

4. PAYMENT AND FEE SCHEDULE: The Public Trustee shall pay the Contractor for services furnished under this Agreement, and the Contractor shall accept as full payment for those services, a flat rate fee for publishing five consecutive notices at the rate of \$60.00 per notice per week.

4.1. Invoices will be submitted to the Public Trustee by the Contractor on a weekly basis for services performed under this Agreement. Payment of the invoices by the Public Trustee will be made within twenty-five (25) days of the receipt thereof.

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

6. **NONDISCRIMINATION:**

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

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

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

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

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

8.2. **Comprehensive Automobile Liability Insurance:** to include all motor

vehicles owned, hired, leased, or borrowed.

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

8.2.2. Personal Injury Protection: Per Colorado Statutes

8.3. Workers' Compensation Insurance: Per Colorado Statutes

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

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

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

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

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

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

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

8.6. Licensed Insurers: All insurers of the Contractor must be licensed or approved to do business in the State of Colorado. Upon failure of the Contractor to furnish, deliver and/or maintain such insurance as provided herein, this Agreement, at the election of the 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 Public Trustee.

8.8. Proof of Insurance: At any time during the term of this Agreement, the Public Trustee may require the Contractor to provide proof of the insurance coverage 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 Public Trustee shall thereupon have the right to immediately terminate this Agreement, upon giving written notice to the Contractor of such termination and specifying the effective date thereof.

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

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 Public Trustee 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 Public Trustee.
- 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 Public Trustee
Contact: Susan Orecchio
Address: 4430 South Adams County Parkway
City, State, Zip: Brighton, CO 80601
Phone: 720.523.6250
E-mail: sorechio@adcogov.org

Department: Adams County Purchasing
Contact: Liz Estrada, Contract Administrator
Address: 4430 South Adams County Parkway
City, State, Zip: Brighton, Colorado 80601
Phone: 720.523.6052
E-mail: lestrada@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: I-70 Publishing Company dba
Eastern Colorado News
Contact: Douglas Claussen
Address: P.O. Box 829.
City, State, Zip: Strasburg, CO 80136
Phone: 303-622-9796
Fax: 303-622-9794

- 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 Public Trustee 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 Public Trustee 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 Public Trustee may terminate this Agreement for breach of contract. If the Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the Public Trustee.

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

Public Trustee's Office
Adams County, Colorado


Public Trustee

4-25-14
Date

I-70 Publishing Company, Inc.
dba Eastern Colorado News


Signature

4/15/14
Date

Douglas Claussen
Printed Name

Publisher & Editor
Title

Attest:

Karen Long, Clerk and Recorder

Deputy Clerk

Approved as to Form:



Adams County Attorney's Office

NOTARIZATION OF CONTRACTOR'S SIGNATURE:

COUNTY OF _____)

STATE OF _____)SS.

Signed and sworn to before me this ____ day of _____, 2014,

by _____,

Notary Public

My commission expires on: _____

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:

I-70 Publishing Company Inc.
Company Name

4/15/14
Date

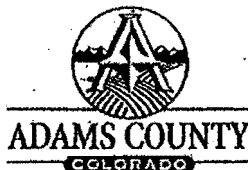

Signature

Douglas Claussen
Name (Print or Type)

Publisher & Editor
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

Exhibit A



PROPOSAL SIGNATURE PAGE
2013.022 LEGAL PUBLICATION NOTICES
PUBLIC TRUSTEE

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.

WE THE UNDERSIGNED HEREBY ACKNOWLEDGE RECEIPT OF

Addenda # 1

Addenda # _____

Addenda # _____

If None, Please write NONE.

DBA I-70 Publishing Company, Inc.
Eastern Colorado News

COMPANY NAME

DATE

S-Corporation
TYPE OF ENTITY (CORPORATION,
GENERAL PARTNERSHIP, ETC.)

2/16/13
84-1491403
TAX IDENTIFICATION NUMBER

Colorado
STATE OF INCORPORATION,
IF APPLICABLE

P.O. Box 829
ADDRESS
Strasburg, CO 80136
CITY, STATE, ZIP CODE
303-622-9796
TELEPHONE NUMBER
Adams

COUNTY
Registered Agent, or General or

Douglas Claussen
SIGNATURE
Douglas Claussen
PRINTED SIGNATURE
303-622-9794
FAX NUMBER
President
TITLE (Corporate Officer/Manager/General or
Managing Partner)

I-70 Publishing Company, Inc.

2013.022 Bid Proposal

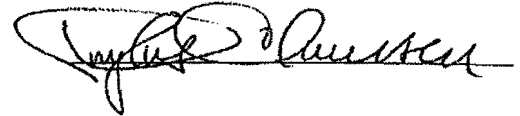
Section A, Part 1, Compliance with C.R.S. 24-70-101, 102 & 103

AFFIDAVIT OF COMPLIANCE

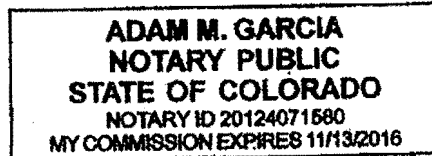
State of Colorado }
County of Adams }SS

I, DOUGLAS CLAUSSEN, publisher of the Eastern Colorado News, a newspaper published weekly in the County of Adams, State of Colorado, affirm that said newspapers comply with Colorado Revised Statutes 24-70-101, 102, & 103.

In witness whereof I have herunto set my hand this 19TH day of FEBRUARY.



Subscribed and sworn to before me, a notary public in the County of Adams, State of Colorado, this 19TH day of FEBRUARY.


Notary Public

I-70 Publishing Company, Inc.

2013.022 Bid Proposal

SECTION F, PART 3, Exact Name of Newspapers

Eastern Colorado News

SECTION F, PART 4, Day of the Week to Publish

The Eastern Colorado News is published once weekly on Friday

SECTION F, PART 5, If Publication Date Occurs on a Holiday

When holidays fall on a publication date, the paper is mailed the day before the holiday to be received by the subscriber the day after the holiday. The newspaper will still be dated on the appropriate Friday.

SECTION F, PART 6, Deadline to cancel a legal notice

We kindly request that cancellation notices be received by 5 p.m. on the Monday prior to the next Friday publication date.

SECTION F, PART 7, Proposed Flat Rate Fee

**REQUEST FOR PROPOSAL
FOR
2013-.022 LEGAL PUBLICATIONS/PUBLIC TRUSTEE
Item 4, Number 7**

Feb. 19, 2013

Herewith is our Adams County invitation for big 2013.022 Legal Publications/Public Trustee Adams County Government as requested in the Notice to Bid dated Feb. 19, 2013.

RATE

The I-70 Publishing Company will publish all Public Trustee legal advertisements in the Eastern Colorado News at the flat rate fee for publishing five consecutive notices at the rate of \$60.00 per notice per week. This rate is per publication and figured at columns that are 10 picas wide with 6-point type. These rates are in accordance with Colorado Statute 24-70-107.

The two additional one-year terms are consistent with the above rate of \$60.00 per notice per week.

As prescribed by the State of Colorado Code, all emblems, display headings, rule work and necessary blank space will be construed to be solid type and will be billed at the same rate listed above.

The I-70 Publishing Company will strive for excellence in the reproduction of all legal advertising. We will be available to discuss any modifications that will improve the efficiency of said reproduction.

Respectfully submitted,

Douglas Claussen
Publisher & Editor
I-70 Publishing Company, Inc.

REQUEST FOR PROPOSAL

2013.022 Legal Publication Notices Public Trustee

Written questions are due no later than

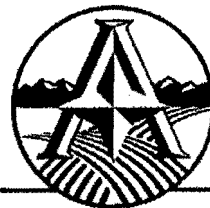
February 11, 2013

Time: 4:00 p.m.

PROPOSAL OPENING

Date: February 19, 2013

Time: 3:00 p.m.



ADAMS COUNTY
COLORADO

The Public Trustee and the Adams County Board of County Commissioners by and through its Purchasing Agent is accepting proposals from qualified newspaper (s) for legal publication notices advertising the Adams County Public Trustee's **Combined Notices of Sale and Right to Cure and Redeem**.

All questions related to this RFP must be submitted in writing no later than 4:00 p.m. on **February 11 2013**. Questions must be submitted to Liz Estrada, Purchasing Agent at lestrada@adcogov.org.

An addendum answering the submitted questions will be issued no later than **February 13, 2013**.

On behalf of the Public Trustee sealed proposals for this requirement will be received at the office of the Purchasing Agent, Adams County Government Center, 4430 S Adams County Parkway, Brighton, CO 80601, up to 3:00 P.M. on **February 19, 2013**. The proposal opening time shall be according to our clock. Proposals will be publicly opened and read aloud at this time. Only the names of the companies will be given. No pricing information will be read aloud. Proposals may be mailed or delivered in person, but must be in a sealed envelope. No proposals will be accepted after the time and date established above, except by written addenda.

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

SPECIAL INSTRUCTIONS

Four (4) copies of the proposal are required. If brochures or other supportive documents are requested, then it is required that 6 sets be submitted with your proposal.

All proposals must be signed by a duly authorized official of the proposing company.

Whenever addenda are required, they must be acknowledged in the proposal.

Proposals may not be withdrawn after the date and hour set for closing. Failure to enter contract or honor the purchase order within 10 days from the date of receipt of the formal contract will be cause for removal of offerors name from the Vendor's List for a period of twelve months from the date of this opening.

If a formal contract is required, the Proposer agrees and understands a Notice of Award does not constitute a contract or otherwise create a property interest of any nature until an Agreement is signed by the awardee and the Pubic Trustee.

The awarded vendor will be required to sign the standard county agreement. See attached "Exhibit A" and obtain the additional insurance requirements as outlined in the attached "Exhibit B".

The County assumes no responsibility for late deliveries of mail on behalf of the United States Post Office.

The County assumes no responsibility for failure of any telephone equipment, either within its facilities or from outside causes.

The County assumes no responsibility for proposals being either opened early or improperly routed if the envelope is not clearly marked on the outside **2013.022 Legal Publication Notices/Public Trustee.**

In the event of a situation severe enough to cause the Adams County Board of Commissioners to close Adams County Offices for any reason, the Purchasing Agent has the prerogative of rescheduling the bid opening time and date. No offeror will be considered above all other offerors by having met the 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 Commissioners to close the Adams County Offices.

Proposals must be furnished exclusive of taxes and must contain a unit price for each item proposed. In case of error in extension of prices, the unit price will govern.

Vendors may be required to submit satisfactory evidence that they have experience publishing legal notices as they relate to the Public Trustee Office. These requirements are listed in the Scope of Work.

No award will be made to any person, firm or corporation that is in arrears upon any obligation to the County.

If submitting a joint venture proposal involving a partnership arrangement, articles of partnership stating each partner's responsibilities shall be furnished and submitted with the proposal. Proposer warrants the joint venture/partnership is authorized to conduct business within the State of Colorado.

If proposer is a corporation, proposer warrants the corporation is in good standing with the Colorado Secretary of State and authorized to conduct business within the State of Colorado.

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, any proposal which does not meet bonding requirements, or proposals which do not furnish the quality, or offer the availability of materials, equipment or services as required by the specifications, description or scope of services, or proposals from offerors who lack experience, or proposals which are not made to form. The County reserves the right not to award contracts to the lowest and most responsive offeror, and may require new proposals.

The Public Trustee 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.

Only sealed proposals received by the Purchasing Department will be accepted; proposals submitted by telephone, telegram, facsimile machines are not acceptable.

Adams County is an Equal Opportunity Employer.

Questions about this Request for Proposal shall be referred to Liz Estrada, Contract Administrator, who may be reached at (720) 523-6052 or at lestrada@adcogov.org.

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:

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.

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

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.

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.

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.

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.

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).

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.

SCOPE OF WORK

Office of the Adams County Public Trustee Legal Publications Bid Number 2013.022

Statement of Work

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

A. General Information:

1. Newspapers must prove compliance with Colorado Revised Statutes per 24-70-101, 102 & 103.
2. All newspapers that comply with CRS 24-70-101, 102 & 103 and publish within Adams County are invited to submit a proposal for consideration.

B. Qualifications:

1. A minimum of 5 years experience publishing Public Trustee notices.
2. Distribution within specified zip codes in Adams County (zip codes attached).
3. Prior experience in publishing legal notices (based on qualifying statements, samples and references).

C. Service to the Public Trustee:

1. The Public Trustee requires emails and phone numbers from the awarded companies for the following newspaper staff members:
 - a. Supervisor(s) of the contacts listed below.
 - b. Staff contact information for:
 - i. Initial presentation of Combined Notice
 - ii. Proofing
 - iii. Cancellations
 - iv. Billing
 - c. We prefer as few contact staff members as possible.
2. Presentation of Copy:
 - a. Newspaper(s) must coordinate direct downloads of Combined Notices from the Public Trustee's software vendor, Government Technology Systems, LLC. If there are problems or questions, please contact the Public Trustee.
 - b. Legal notices are submitted to vendors in MS Word format. This includes legal descriptions of any length.
 - c. We will start sending files recorded after an award is made.
3. Proofing:
 - a. The initial galley proof must be sent to the Public Trustee at least 9 weeks prior to publication of the Combined Notice.
 - b. Gallies may be delivered to us in either electronic or paper format. If submitted electronically, must be presented in PDF format in a Zip file. We require corrected galley proofs to be returned to us for proofing until we accept and approve the final copy. If corrections are required, the publisher must provide the corrected galley proof within 24 hours of receipt from the public trustee.
4. Other:
 - a. Any errors by the newspaper in publishing the Combined Notices will be reprinted at the expense of the vendor.

b. We require a "Proof of Publication" Affidavit individually for each Combined Notice.

D. Citizen Access:

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

E. Costs, Payment and Billing

1. Proposal must be for a flat rate fee for publishing five consecutive publications.
2. Payments will be prorated for each publication of a Combined Notice should the notice be canceled.
3. There is no payment to a vendor should the Combined Notice be canceled prior to the first publication.
 - a. Proposer will be required to state the deadline for our notification to your newspaper to cancel a legal notice.
4. Payments are currently made on the 5th of the month for the Combined Notices that have been completed or cancelled.
5. Invoices are to be presented in foreclosure # order with the amount due on each foreclosure number. The Invoice must include the date of the start and stop of publication and the name of the paper in which the publication ran.
6. Invoices must be submitted weekly via email for all publications ending that week.

F. Proposal Submittal Requirements:

Proposals must include:

1. Citizen Access – indicate the following:
 - a. number of paid subscriptions by edition, further divided by each zip code in the publication's circulation area
 - b. do you have free availability on Public Trustee website
 - c. if free availability on Newspaper website
 - d. If free distribution points in circulation area, where are they placed? (libraries, schools, other – explain)
2. Provide a sample of the final layout for the Combined Notice.
3. Provide the exact name of your newspaper(s) for insertion by our staff into the Combined Notice.
4. State the day of the week that the Combined Notices will be published.
5. Indicate how you handle publication when the publication date occurs on a holiday.
6. Indicate the deadline for the Public Trustee to notify your office to cancel a legal notice.
7. Provide your proposed flat rate fee for publishing five consecutive publications.

G. Method and Term of Award

1. The term of the award shall be 1 year with options to renew the award for 2 additional 1-year terms.
2. If there is a change in the statute during any award term that lengthens or decreases the length of notices, the Public Trustee reserves the right to renegotiate the award.
3. Proposals will be reviewed by the Office of the Adams County Public Trustee, the Adams County Attorney's Office and Adams County Purchasing.

4. The Adams County Purchasing Department is designated to answer any and all questions regarding submission of said proposals.
5. The Public Trustee reserves the right to award this project to the publisher that demonstrates the best ability to fulfill the requirements of this project.
6. The Public Trustee reserves the right to award publications to more than one newspaper.
7. The Public Trustee reserves the right to reject any and all proposals in whole or in part.

EVALUATION CRITERIA

The criteria to be used for the proposal evaluation include but are not limited to:

- (a) Price
- (b) Experience
- (c) Qualifications & compliance with Colorado Revised Statutes per 24-70-101, 102 & 103.
- (d) References
- (e) Citizen access and distribution requirements



PROPOSAL SIGNATURE PAGE
2013.022 LEGAL PUBLICATION NOTICES
PUBLIC TRUSTEE

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.

WE THE UNDERSIGNED HEREBY ACKNOWLEDGE RECEIPT OF

Addenda # _____ Addenda # _____ Addenda # _____

If None, Please write NONE.

COMPANY NAME

DATE

TYPE OF ENTITY (CORPORATION,
GENERAL PARTNERSHIP, ETC.)

TAX IDENTIFICATION NUMBER

STATE OF INCORPORATION,
IF APPLICABLE

ADDRESS

SIGNATURE

CITY, STATE, ZIP CODE

PRINTED SIGNATURE

TELEPHONE NUMBER

FAX NUMBER

COUNTY
Registered Agent, or General or

TITLE (Corporate Officer/Manager/General or
Managing Partner)



**REQUEST FOR PROPOSAL
FOR
2013.022 LEGAL PUBLICATIONS/PUBLIC TRUSTEE
February 13, 2013**

Addendum No. 1 clarifies or changes the following section:

Question: Is there a BID FORM? Or shall we follow the outline in "SCOPE OF WORK"?

Answer: No there is not a BID FORM. You may submit your own format by following the outline in the SCOPE OF WORK. Vendor Statement must be submitted with your response and information on your references.

Question: Do you require four (4) copies of the bid document and any addenda?

Answer: Yes – needed for the evaluation team

Question: How do you want us to demonstrate Qualifications?

Answer: Qualifications – appear to be self explanatory

Question: How do we "prove" compliance with CRS 24-70-101, 102 & 103??

Answer: Will accept a signed and notarized affidavit certifying the newspaper is in compliance with 24-70-101, 102 & 103.

Question: Do we download notices each week from Government Technology Systems, LLC? Is that how we get the notices you want us to publish? Or do you email them to us in a Word doc?

Answer: You will receive an email from our office with the notice attached in word format.

Question: RE: "Citizen Access:" All Public Trustee Notices that we publish in print we also publish online on our website. I am unclear as to how we can ensure "Capability to have direct access to the publication from the public trustee's website." Please clarify. Would a direct link (URL) that we supply you be sufficient?

Answer: The intent is to have direct access to your legal publications from our website, so Yes I believe a URL would be sufficient

Question: Also you stipulate a "flat rate fee for publishing five consecutive publications." We would bill a flat fee for EACH date of publication; making it much easier to figure costs should there be a cancellation. Is this a problem?

Answer: A flat fee per each week of publication but only one invoice per foreclosure which would be emailed to the Public Trustees office after the start of the 5th publication.

Question: Under "Proposal Submittal Requirements:" I am unclear how we are to fulfill or ensure c & d:

"Citizen Access – indicate the following:

c. do you have free availability on Public Trustee website

d. if free availability on Newspaper website"

Answer: Proposal Submittal Requirements – CITIZEN ACCESS #b applies to no. 6 above & #c is requesting information "does the paper have free availability to legal publications on the papers website"? This is not a requirement but an inquiry as to the access you are able to provide at no charge to the PT or to the foreclosure.

Question: What do you currently pay for Public Trustee Notices per week? or for all 5 weeks?

Answer: The proposal should be based upon what is considered A REASONABLE dollar amount and not based on the cost of current publications.

Question: Re: Retaining records for 3 years: exactly what needs to be retained? The notices & emails you send us? The printed PTNs? Or what?

Answer: At minimum, the AFFIDAVIT OF PUBLICATION.

Question: I do not understand the item below (From Exhibit A, Section XI – MUTUAL UNDERSTANDINGS)

G. 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 a facsimile was received. For the purposes of this Agreement, any and all notices shall be addressed to the contacts listed below:

Answer: This section is for either the county or the contractor to notify one or the other party, about any changes to the contract terms and conditions as it related to the work being performed. Possible changes to the scope of work or cancellation of the contract by either the county or the contractor.

Receipt of this addendum must be acknowledged in the Proposal Tab.

If you have any questions, please call me at 720-523-6052.

Liz Estrada

Purchasing Agent