

**ADAMS COUNTY, COLORADO
TABOR NOTICE PRINTING AGREEMENT
WITH SIGNATURE OFFSET**

THIS TABOR NOTICE PRINTING AGREEMENT ("Agreement") is made this 8 day of Sept., 2014, by and between the Adams County Board of County Commissioners, on behalf of the Adams County Clerk and Recorder, located at 4430 South Adams County Parkway, Brighton, Colorado 80601, hereinafter referred to as the "County," and Signature Offset, located at 4900 Pearl East Circle, Boulder, Colorado 80371 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:

SECTION I - SERVICES OF THE CONTRACTOR

The Contractor shall provide the TABOR Notice printing products and services set forth in Exhibit "A," which is attached hereto and fully incorporated herein by this reference. The Contractor will provide the products and services specified in Exhibit A in a timely and accurate manner so as not to impede the Adams County Clerk and Recorder ("Clerk and Recorder") from conducting the November 4, 2014 General Election according to Colorado law. The notices are to be mailed by no later than October 3, 2014. The Clerk and Recorder, or her designee, may approve modifications to the scope of services described in Exhibit A, so long as such modifications are within the general scope of services described therein and are determined by the Clerk and Recorder to be in the best interests of the County.

The Contractor shall perform its services in an expeditious manner in accordance with a mutually agreed upon schedule developed by the County and the Contractor, which schedule shall be evidenced in writing, signed by the Clerk and Recorder and the Contractor, and, upon such signing, shall be fully incorporated herein.

SECTION II - COMPLIANCE WITH C.R.S. § 8-17.5-101, ET. SEQ. AS AMENDED

Pursuant to Colorado Revised Statute (C.R.S.), § 8-17.5-101, *et. seq.*, as amended, the Contractor shall meet the following requirements prior to signing this Agreement and for the duration thereof:

- A. The Contractor shall certify compliance with the Basic Pilot Program (created in Pub.L. 104-208, as amended, and expanded in Pub.L. 108-156, as amended, that is administered by the United States Department of Homeland Security) on the attached certification.
- B. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this contract for services.

- C. 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 contract for services.
- D. At the time of signing this Agreement (public contract for services), the Contractor has confirmed or attempted to confirm the employment eligibility of all employees who are newly hired for employment in the United States through participation in the Basic Pilot Program (created in Pub.L. 104-208, as amended, and expanded in Pub.L. 108-156, as amended, that is administered by the United States Department of Homeland Security, registration available at <https://www.vis-dhs.com/employerregistration>) and, if the Contractor was not accepted into the Basic Pilot Program prior to entering into this public contract for services, the contractor shall apply to participate in the Basic Pilot Program every three months until the Contractor is accepted or this public contract for services has been completed, whichever is earlier. The provisions specified in this paragraph D shall not be required or effective in this public contract for services if the Basic Pilot Program is discontinued.
- E. The Contractor shall not use the Basic Pilot Program procedures to undertake pre-employment screening of job applicants while this public contract for services is being performed.
- F. 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.
- G. 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).
- H. If Contractor violates this Section II 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.

SECTION III - RESPONSIBILITIES OF THE COUNTY

The County shall provide information as necessary or requested by the Contractor, pursuant to the service schedule, to enable the Contractor's performance under this Agreement.

SECTION IV - TERM

The term of this Agreement shall be from the date first stated above until the date on which all services to be performed by the Contractor are completed or by October 3, 2014, whichever occurs sooner.

SECTION V - PAYMENT AND FEE SCHEDULE

The County shall pay the Contractor for products and services furnished under this Agreement, and the Contractor shall accept as full payment for those services, the sums specified for the products and services in Exhibit A.

The unit prices stated in "Exhibit B" shall apply for services provided by the Contractor under this Agreement.

A. Invoices

The Contractor shall submit invoices within 30 days after completion of all services. The Contractor shall provide itemized documentation supporting all amounts invoiced. The County shall pay the amounts invoiced within thirty (30) days of the receipt of the invoice.

B. Fund Availability

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 funds become unavailable, as determined by the County, the County may immediately terminate this Agreement or amend it accordingly.

SECTION VI - 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 its acts and the acts of its 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 and unemployment compensation insurance as required under Colorado 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.

SECTION VII - NONDISCRIMINATION

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

SECTION VIII - 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.

SECTION IX – INSURANCE

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

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

Each Occurrence	\$1,000,000
General Aggregate	\$2,000,000

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

Bodily Injury/Property Damage	\$1,000,000 (each accident)
Personal Injury Protection	As Required by Colorado Statutes

Workers' Compensation Insurance: As Required by Colorado Statutes

Unemployment Compensation Insurance: As Required by Colorado Statutes

The Contractor's commercial general liability policy and/or certificate of insurance shall be issued to include Adams County as an "additional insured" and shall include the following provisions:

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.

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

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 to the County by certified mail, return receipt requested.

All insurers of the Contractor must be licensed or approved to do business in the State of Colorado. 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 herein.

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.

SECTION X - TERMINATION

This Agreement may be terminated by either party only for cause and not for convenience. If either party fails to fulfill its obligations under this Agreement in a timely and proper manner, or violates any of the covenants, conditions, or stipulations of this Agreement, the other party shall have thereupon the right to terminate this Agreement. Prior to terminating the Agreement, the non-breaching party must first give notice in writing to the other party of the alleged breach, and allow that party two (2) business days in which to cure the alleged breach. If the alleged breach is not cured within two (2) business days, the non-breaching party shall have the right to immediately terminate this Agreement by giving written notice to the other party specifying the effective date thereof. This provision is not intended to limit any remedies either party may have under law or equity.

SECTION XI - MUTUAL UNDERSTANDINGS

A. Jurisdiction and Venue

The laws of the State of Colorado shall govern as to the interpretation, validity, and effect of this Agreement. The Parties agree that jurisdiction and venue for any disputes arising under this Agreement shall be with the 17th Judicial District, Colorado.

B. 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 violations of such provisions are present.

C. 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.

D. Assignability

Neither this Agreement, nor any rights hereunder, in whole or in part, shall be assignable or otherwise transferable by the Contractor without the prior written consent of the County.

E. 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.

F. 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.

G. Notice

Any notices given under this Agreement are deemed to have been received and to be effective: (1) two (2) 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:

For the County:

Karen Long, Adams County Clerk and Recorder
4430 South Adams County Parkway
Brighton, CO 80601
Phone: 720.523.6015
Facsimile: 720.523.6009

and

Adams County Attorney's Office
4430 South Adams County Parkway
Brighton, CO 80601
Phone: 720.523.6116
Facsimile: 720.523.6114

For the Contractor:

Signature Offset
4900 Pearl East Circle, 300E
Boulder, CO 80371
Phone: 303.443.3800 ext. 112
Facsimile: 303.443.3120
Steve.hall@signatureoffset.com

H. 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.

I. Paragraph Headings

Paragraph headings are inserted for the convenience of reference only.

J. Counterparts

This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

K. Parties Interested Herein

Nothing expressed or implied in this Agreement is intended or shall be construed to confer upon or to give to, any person other than the Parties, any right, remedy, or claim under or by reason of this Agreement or any covenant, terms, conditions, or provisions hereof. All covenants, terms, conditions, and provisions

in this Agreement by and on behalf of the County and the Contractor shall be for the sole and exclusive benefit of the County and the Contractor.

L. 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.

M. 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.

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

KAREN LONG

Karen Long
Clerk and Recorder

9-11-14
Date

ATTEST:
KAREN LONG
CLERK AND RECORDER

[Signature]
Deputy Clerk

Approved as to form:
[Signature]
Adams County Attorney's Office

SIGNATURE OFFSET
CONTRACTOR

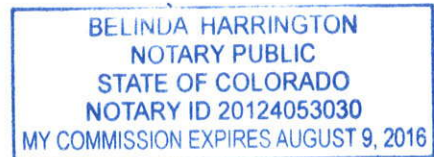
[Signature]
Name

9-8-14
Date

B-S Sales Manager
Title

Signed and sworn to before me on this 8 day of September, 2014 by

[Signature]
Notary Public
My commission expires on: 8-9-16



CONTRACTOR'S CERTIFICATION OF COMPLIANCE

Pursuant to Colorado Revised Statute, § 8-17.5-101, *et. seq.*, as amended, 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 and that the Contractor has participated or attempted to participate in the Basic Pilot Program, (created in Pub.L. 104-208, as amended, and expanded in Pub.L. 108-156, as amended, that is administered by the United States Department of Homeland Security), in order to confirm the employment eligibility of all employees who are newly hired for employment in the United States.

CONTRACTOR:

Signature Offset
Company Name

9-8-14
Date

Alex Kacvunis
Name (Print or Type)

[Handwritten Signature]
Signature

Bid Sales Manager
Title

Note: Registration for the Basic Pilot 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.



ADAMS COUNTY
COLORADO

PROPOSAL FORM

~~2013-163~~ TABOR Notice Printing

And Mailing Services

PAGE 1 OF 2

P.L.
2014.353

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 bid is hereby submitted.

Base your price on groups of 1,000 TABOR Notices. If there are price breaks for large orders please indicate at what quantity the price breaks begin and what the price difference would be. Please provide pricing in a grid similar to the one below, altering quantities if price breaks are available.

Price	115,000	120,000	130,000	135,000
24 pages	\$72.31 /1,000	\$72.00 /1,000	\$71.51 /1,000	\$71.30 /1,000
32 pages	\$82.97 /1,000	\$82.64 /1,000	\$82.13 /1,000	\$81.91 /1,000
40 pages	\$93.72 /1,000	\$93.38 /1,000	\$92.84 /1,000	\$92.61 /1,000
48 pages	\$104.84 /1,000	\$104.49 /1,000	\$103.93 /1,000	\$103.69 /1,000

If there is a price difference in the use of staples, saddle stitch, or glue, please indicate the cost differences in your response.

*Note: Prices listed above are for Saddle Stitched Binding



ADAMS COUNTY
COLORADO

KL

2014359 PROPOSAL FORM
2013-183 TABOR Notice Printing
And Mailing Services
PAGE 1 OF 2

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 bid is hereby submitted.

Base your price on groups of 1,000 TABOR Notices. If there are price breaks for large orders please indicate at what quantity the price breaks begin and what the price difference would be. Please provide pricing in a grid similar to the one below, altering quantities if price breaks are available.

Price	115,000	120,000	130,000	135,000
24 pages	\$66.75 /1,000	\$66.43 /1,000	\$65.94 /1,000	\$65.73 /1,000
32 pages	\$77.41 /1,000	\$77.08 /1,000	\$76.57 /1,000	\$76.35 /1,000
40 pages	\$88.16 /1,000	\$87.82 /1,000	\$87.28 /1,000	\$87.05 /1,000
48 pages	\$99.28 /1,000	\$98.93 /1,000	\$98.37 /1,000	\$98.13 /1,000

If there is a price difference in the use of staples, saddle stitch, or glue, please indicate the cost differences in your response.

*Note: Prices listed above are for Glue and Trim Binding



ADAMS COUNTY
COLORADO

PROPOSAL FORM

2014.353 TABOR Notice Printing
And Mailing Services

PAGE 2 OF 2

Handwritten initials

WE THE UNDERSIGNED HEREBY ACKNOWLEDGE RECEIPT OF

Addenda # 1 Addenda # _____ Addenda # _____

If None, Please write NONE.

Signature Offset
COMPANY NAME

8/7/2014
DATE

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

84-0578371
TAX IDENTIFICATION NUMBER

Colorado
STATE OF INCORPORATION,
IF APPLICABLE

4900 Pearl East Circle 300E
ADDRESS

Steve Hall
SIGNATURE

Boulder, Colorado 80371
CITY, STATE, ZIP CODE

Steve Hall
PRINTED SIGNATURE

303-443-3800 ext. 1112
TELEPHONE NUMBER

303-443-3120
FAX NUMBER

Boulder
COUNTY
Registered Agent, or General or

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

(Seal - If Bid is by a Corporation)


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:

Signature Offset
Company Name

8/7/2014
Date

Steve Hall
Name (Print or Type)


Signature

Bid Manager
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