

Purchase Order Number 11023

# ADAMS COUNTY PURCHASE ORDER

Page 1 of 1  
 Order Date: 09/17/13  
 Requested Date: 09/17/13  
 Cost Center: 1061

This Number Must Appear on all  
 Invoices, Packing Lists, and Packages

Vendor Address	Vendor and Shipping Information	Ship To Information
DENOVO 28202 CABOT ROAD STE 300 LAGUNA NIGUEL CA 92677	Phone: FAX: e-mail: Delivery: FOB DESTINATION	ADAMS COUNTY FINANCE DEPARTMENT 4430 SOUTH ADAMS COUNTY PARKWAY BRIGHTON CO 80601
VENDOR NUMBER: 519505		

Ln	R	Description / Supplier Item	QTY	UOM	Unit Price	Extended Price	Account Number	Req. No.
1	0	Denovo JDE Enterprise One CNC  Quote and Single Source form are attached.		EA	0.0000	20,000.00	1059.7635 W 10590904	00003802

Original

<b>Term</b> Net 30 Days	<b>Tax Rate</b> *NA*	<b>Sales Tax</b> 0.00	<b>Total Order</b> 20,000.00
----------------------------	-------------------------	--------------------------	---------------------------------

ACCEPTANCE OF THIS ORDER IS SUBJECT TO THE TERMS AND CONDITIONS ABOVE AND ON THE REVERSE SIDE OF THIS DOCUMENT  
 COLORADO TAX EXEMPT #98-03569

Invoice to:  
 Adams County A/P  
 4430 S. Adams County Pkwy.  
 Suite C4000A  
 Brighton, CO 80601-8212  
 720-523-6050

Inquiries to:  
 Adams County Purchasing Department  
 4430 S. Adams County Parkway,  
 Suite C4000A  
 Brighton, CO 80601-8212  
 720-523-6050

  
 \_\_\_\_\_  
 32546 IMHOFF, LOREN B  
**ADAMS COUNTY AUTHORIZED SIGNATURE**

## ADAMS COUNTY PURCHASE ORDER TERMS AND CONDITIONS

**Quality:** Vendor warrants that the goods delivered hereunder will conform to the description stated in this Order and that the goods will be merchantable, of good workmanship and materials, and free from defects. These warranties shall survive inspection, testing and/or acceptance of the goods. At County's option, and without prejudice to any other rights County may have, Vendor shall remedy any defective goods or reimburse County for its costs for remedying or replacing defective goods.

**Packing Charges:** No charges will be allowed for transportation, boxing, crating or other packaging unless set forth in writing in this Order.

**Terms of Payment:** Payment in full by County shall be made within thirty (30) days after receipt of invoice from Vendor.

**Tax Exempt:** County is a tax-exempt government entity, a body politic and corporate. No sales, use or excise taxes shall be included in or added to the prices of materials or goods on this Order. County's tax exempt number is 98-03569.

**Appropriation Clause:** The payment of County's obligation hereunder in fiscal years subsequent to the current year are contingent upon funds for this Order being appropriated and budgeted. If funds for this Order are not appropriated and budgeted in the year subsequent to the fiscal year of issuance of this Order, the County may terminate this Order. County's fiscal year is the calendar year. Termination under this provision shall not result in any penalty being imposed against County.

**Cancellation for Cause:** This Order is to be acknowledged properly, and the date of shipment shall be stated definitely in the acknowledgment by Vendor. In the event of Vendor's failure to deliver as and when specified, County reserves the right to cancel this Order, or any part thereof, without affect to its other rights, and Vendor agrees that County may return part or all of any shipment so made and may charge Vendor with any loss or expense sustained as a result of such failure to deliver.

**Risk of Loss:** If the risk of loss passes at the shipping point, and if Vendor fails to pack the goods in an appropriate manner or to ship them in the manner or route directed by County, Vendor shall reimburse County for any loss resulting from that failure.

**Compliance:** Vendor represents and warrants that it is in compliance with all applicable laws, rules and regulations that affect this Order.

**Patents and Copyrights:** Vendor shall indemnify, hold harmless, and defend County, its directors, officers, agents and employees for, from and against any suit, claim or demand alleging infringement of any patent or copyright or misappropriation of any confidential information or trade secret in the United States, in the country of source or country of destination, based on the manufacture, assembly, sale, lease or use of goods, machinery, equipment, apparatus, materials or processes supplied hereunder.

**Indemnification:** Vendor shall fully protect, indemnify, hold harmless and defend County, its directors, officers, agents and employees for, from and against any and all loss, cost, damage, injury, liability, claims, liens, demands, taxes, penalties, interest or causes of action of every nature whatsoever, including but not limited to those of Vendor's subcontractors, which in any manner arise out of, are incident to, or are in connection with Vendor's performance under this Order.

**Jurisdiction and Venue:** The laws of the State of Colorado shall govern the interpretation, validity and effect of this Order. Jurisdiction and venue for any disputes arising under this Order shall be with the District Court of Adams County, Colorado.

**Assignment:** This Order shall not be assigned in whole or in part without the prior written approval of County.

**No Waiver of Rights:** No actions or lack of action by County shall be deemed a waiver of any of the provisions, terms or conditions set forth herein. Any waiver by County must be in writing.

**Entire Agreement:** This Order, properly signed, constitutes the entire agreement between County and Vendor. Any alterations, changes, variations, or additional terms by Vendor are rejected unless expressly assented to in writing by County. Acceptance is expressly limited to the terms of this Order; any additional or different terms are of no force and effect and notification of objection to such additional terms is hereby given.

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

THIS AGREEMENT ("Agreement") is made this 9<sup>th</sup> day of September <sup>with</sup> 2013, 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 Denovo Ventures, LLC, located at 6328 Monarch Park Place, Niwot, CO 80503, 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 proposal for CNC services to upgrade the County's JD Edwards Enterprise One to version 9.1 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.

1.1.1. Ms. Beth Green shall provide the services for the Contractor.

1.1.2. Any changes in personnel provided by the Contractor must be approved in writing by the Parties.

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: one hundred sixty dollars (\$160.00) per hour, not to exceed a total contract amount of Twenty Thousand dollars (\$20,000.00).
  - 4.1. Payment pursuant to this Agreement, whether in full or in part, is subject to and contingent upon the continuing availability of 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:** 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.
  
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 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 in 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 §§ 8-17-101, 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. 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.
- 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 Information Technology  
Contact: Mr. Kevin Beach, IT Director  
Address: 4430 South Adams County Parkway  
City, State, Zip: Brighton, Colorado 80601  
Phone: 720-523-6156  
E-mail: kbeach@adcogov.org

Department: Adams County Purchasing  
Contact: Loren B. Imhoff, Purchasing Manager  
Address: 4430 South Adams County Parkway  
City, State, Zip: Brighton, Colorado 80601  
Phone: 720-523-6057  
E-mail: limhoff@adcogov.org

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

Contractor: Denovo Ventures  
Contact: Aaron Webb  
Address: 6328 Monarch Park Place

City, State, Zip: Niwot, CO 80503  
Phone: 303-221-4148  
E-mail: awebb@denovo-us.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 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 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.



**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:**

\_\_\_\_\_  
Denovo Ventures, LLC

9/9/13  
Date

William J. Ny/bow  
Name (Print or Type)

  
Signature

EVP  
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