

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

THIS AGREEMENT ("Agreement") is made this 17<sup>th</sup> day of May 2016, by and between the Adams County Board of County Commissioners, located at ~~4130~~ South Adams County Parkway, Brighton, Colorado 80601, hereinafter referred to as the "County," and **CARNATION BUILDING SERVICE, INC.**, located at 631 Salida Way A-3, Aurora, Colorado 80011, 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 2016.301 and the Contractor's response to the RFP 2016.301 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 the Contractor) to be performed by the Contractor. If the County requests such additional services, the Contractor shall provide such services in a timely fashion given the nature of the emergency, pursuant to the terms of this Agreement. Unless otherwise agreed to in writing by the parties, the Contractor shall bill for such services at the rates provided for in this Agreement.

**2. 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, as referenced in Section 1 above.

**3. TERM:**

3.1. Term of Agreement: The initial term of this Agreement shall be for one (1) year from the date of execution, unless sooner terminated as specified elsewhere herein.

3.2. Extension Options: The County, at its sole option, may offer to extend this Agreement as necessary for up to two (2) option year extensions providing satisfactory service is given and all terms and conditions of this Agreement have been fulfilled. Such extensions must be mutually agreed upon in writing by the County and the Contractor.

**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, in an amount of **twenty-three thousand, eight hundred-fifty-six dollars and no cents** (\$23,856.00).

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

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, 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:

- 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's or policies required under this Agreement.

**9. WARRANTY:**

The Contractor warrants and guarantees to the County that all work, equipment, and material furnished under the Agreement are free from defects in workmanship and materials for a period of one year after final acceptance by the County. The Contractor further warrants and guarantees that the plans and specifications incorporated herein are free of fault and defect sufficient for Contractor to warrant the finished product after completion date. Should the Contractor fail to proceed promptly in accordance with this guarantee, the County may have such work performed at the expense of the Contractor. This section does not relieve the Contractor from liability for defects that become known after one year.

**10. TERMINATION:**

10.1. For Cause: If, through any cause, the Contractor fails to fulfill its obligations under this Agreement in a timely and proper manner, or if the Contractor violates any of the covenants, conditions, or stipulations of this Agreement, the 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.

10.2. 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.

**11. MUTUAL UNDERSTANDINGS:**

11.1. 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 the 17<sup>th</sup> Judicial District, Colorado.

11.2. Compliance with Laws: During the performance of this Agreement, the Contractor agrees to strictly adhere to all applicable federal, state, and local laws, rules and regulations, including all licensing and permit requirements. The parties hereto aver that they are familiar with § 18-8-301, *et seq.*, C.R.S. (Bribery and Corrupt Influences), as amended, and § 18-8-401, *et seq.*, C.R.S. (Abuse of Public Office), as amended, the Clean Air Act (42 U.S.C. 7401-7671q), and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), 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).

- 11.3. OSHA: The 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.
- 11.4. 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.
- 11.5. 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.
- 11.6. 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.
- 11.7. 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.
- 11.8. 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:

**County:**

Department: Adams County Human Services Head Start Division  
Contact: Brian Spatcher, Facilities Supervisor  
Address: 7111 East 56<sup>th</sup> Avenue  
City, State, Zip: Commerce City, Colorado 80022  
Office Number: 303.286.4110  
Email: [BSpatcher@adcogov.org](mailto:BSpatcher@adcogov.org)

Department: Adams County Purchasing Division  
Address: 4430 South Adams County Parkway, Suite C4000A  
City, State, Zip: Brighton, Colorado 80601

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

**Contractor:**

Company: Carnation Building Services, Inc.  
Contact: Karson Lucas, Business Development Specialist  
Address: 631 Salida Way, A-3  
City, State, Zip: Aurora, Colorado 80011  
Office Number: 303.340.9828  
E-mail: [karson@carnationbldgsvcs.com](mailto:karson@carnationbldgsvcs.com)

- 11.9. 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.
- 11.10. Severability: If any provision of this Agreement is determined to be unenforceable or invalid for any reason, the remainder of this Agreement shall remain in effect, unless otherwise terminated in accordance with the terms contained herein.
- 11.11. 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.

**12. CHANGE ORDERS:**

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

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

- 13.1. The Contractor shall certify participation in the E-Verify Program (the electronic employment verification program that is authorized in 8 U.S.C. § 1324a and jointly administered by the United States Department of Homeland Security and the Social Security Administration, or its successor program) or the Department Program (the employment verification program established by the Colorado Department of Labor and Employment pursuant to C.R.S. § 8-17.5-102(5)) on the attached certification.
- 13.2. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.
- 13.3. The Contractor shall not enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.
- 13.4. At the time of signing this public contract for services, the Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this public contract for services through participation in either the E-Verify Program or the Department Program.
- 13.5. The Contractor shall not use either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this public contract for services is being performed.
- 13.6. If Contractor obtains actual knowledge that a subcontractor performing work under this public contract for services knowingly employs or contracts with an illegal alien, the Contractor shall: notify the subcontractor and the 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.
- 13.7. Contractor shall comply with any reasonable requests by the Department of Labor and Employment (the Department) made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. § 8-17.5-102(5).
- 13.8. If Contractor violates this Section, of this Agreement, the 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.

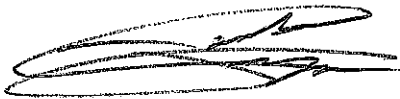
**CONTRACTOR'S CERTIFICATION OF COMPLIANCE**

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:**

Carnation Building Services Inc  
Company Name

May 10<sup>th</sup> 2016  
Date



Signature

Jonathan Valenzuela  
Name (Print or Type)

G.M.  
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



**Signature Page**

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

**BOARD OF COUNTY COMMISSIONERS  
ADAMS COUNTY, COLORADO**

By: [Signature]  
County Manager

5/17/16  
Date:

**CONTRACTOR  
CARNATION BUILDING SERVICES, INC.**

By: Michael Bertram  
Name (Print or Type)

May 10<sup>th</sup>, 2016  
Date:

[Signature]  
Authorized Signature

C.E.O.  
Title

**Attest:**  
Stan Martin, Clerk and Recorder

[Signature]  
Deputy Clerk

**APPROVED AS TO FORM:**  
Adams County Attorney's Office

By: [Signature]  
Attorney's Signature

**NOTARIZATION:**

COUNTY OF Arapahoe )

)SS.

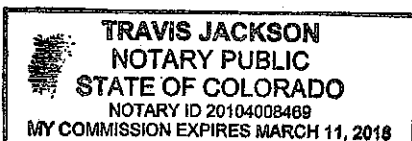
STATE OF Colorado )

Signed and sworn to before me this 10<sup>th</sup> day of May, 2016,

by Travis Jackson

Notary Public [Signature]

My commission expires on: March 11, 2018



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

Attachments:

1. Fee Schedules (Base Year and Option Years)
2. Proposal, dated February 20, 2016
3. Addendum One, dated February 5, 2016
4. Offeror's Certification of Compliance
5. Offeror's Signature Page

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**ATTACHMENT A  
FEE SCHEDULE  
BASE YEAR**

The offeror is responsible for all labor, supplies and materials to perform the services as identified in the scope of services. Offeror's fees shall be firm through the term of the awarded agreement.

<u>Item</u>	<u>Description</u>	<u>Estimated Number Hours/Day</u>	<u>Fee Per Sq.Ft.</u>	<u>Total</u>
1	Creekside Center	<u>1</u>	<u>\$ .28</u>	<u>\$ 453.00/month</u>
2	Federal Heights Center	<u>1</u>	<u>\$ .17</u>	<u>\$ 453.00/month</u>
3	Rainbow Center	<u>1</u>	<u>\$ .13</u>	<u>\$ 453.00/month</u>
4	Brighton Center	<u>1.5</u>	<u>\$ .08</u>	<u>\$ 629.00/month</u>
5	<u>Labor:</u> For extra work not included in the above quoted price, the rate per hour, which shall include all benefits, fringes, taxes, etc.	<u>1</u>	<u>\$</u>	<u>\$ 18.67</u>
6	<u>Extra Work:</u> For unscheduled additional work not included in the Fee Schedule (to include all labor, equipment and supply costs) will be as follows:			
	1. Floor Stripping and Refinishing	<u>          </u>	<u>\$</u>	<u>\$ 18.67/hr</u>
	2. Carpet and Rug Shampooing	<u>          </u>	<u>\$</u>	<u>\$ 18.67/hr</u>
	3. Wall Washing	<u>          </u>	<u>\$</u>	<u>\$ 18.67/hr</u>
	4. Wash Light Fixtures	<u>          </u>	<u>\$</u>	<u>\$ 18.67/hr</u>
	5. Window Washing Exterior	<u>          </u>	<u>\$</u>	<u>\$ 18.67/hr</u>
	6. Window Washing Interior	<u>          </u>	<u>\$</u>	<u>\$ 18.67/hr</u>
<b>Base Year Total</b>				<b><u>\$ 23856.00</u></b>

**ATTACHMENT A  
FEE SCHEDULE  
OPTION YEAR ONE**

The offeror is responsible for all labor, supplies and materials to perform the services as identified in the scope of services. Offeror's fees shall be firm through the term of the awarded agreement.

<u>Item</u>	<u>Description</u>	<u>Estimated Number Hours/Day</u>	<u>Fee Per Sq.Ft.</u>	<u>Total</u>
2	Creekside Center	<u>1</u>	<u>\$ .28</u>	<u>\$ 453.00</u>
2	Federal Heights Center	<u>1</u>	<u>\$ .17</u>	<u>\$ 453.00</u>
3	Rainbow Center	<u>1</u>	<u>\$ .13</u>	<u>\$ 453.00</u>
4	Brighton Center	<u>1.5</u>	<u>\$ .08</u>	<u>\$ 629.00</u>
5	<u>Labor:</u> For extra work not included in the above quoted price, the rate per hour, which shall include all benefits, fringes, taxes, etc.	<u>1</u>	<u>\$</u>	<u>\$ 18.67/HR</u>
6	<u>Extra Work:</u> For unscheduled additional work not included in the Fee Schedule (to include all labor, equipment and supply costs) will be as follows:			
	1. Floor Stripping and Refinishing	<u>          </u>	<u>\$</u>	<u>\$ 18.67/hr</u>
	2. Carpet and Rug Shampooing	<u>          </u>	<u>\$</u>	<u>\$ 18.67/HR</u>
	3. Wall Washing	<u>          </u>	<u>\$</u>	<u>\$ 18.67/HR</u>
	4. Wash Light Fixtures	<u>          </u>	<u>\$</u>	<u>\$ 18.67/HR</u>
	5. Window Washing Exterior	<u>          </u>	<u>\$</u>	<u>\$ 18.67/HR</u>
	6. Window Washing Interior	<u>          </u>	<u>\$</u>	<u>\$ 18.67/HR</u>
<b>Option Year One Total</b>				<b><u>\$ 23,856.00</u></b>

**ATTACHMENT A  
FEE SCHEDULE  
OPTION YEAR TWO**

The offeror is responsible for all labor, supplies and materials to perform the services as identified in the scope of services. Offeror's fees shall be firm through the term of the awarded agreement.

<u>Item</u>	<u>Description</u>	<u>Estimated Number Hours/Day</u>	<u>Fee Per Sq.Ft.</u>	<u>Total</u>
3	Creekside Center	<u>1</u>	<u>\$ .29</u>	<u>\$ 475.00/month</u>
2	Federal Heights Center	<u>1</u>	<u>\$ .18</u>	<u>\$ 475.00/month</u>
3	Rainbow Center	<u>1</u>	<u>\$ .14</u>	<u>\$ 475.00/month</u>
4	Brighton Center	<u>1.5</u>	<u>\$ .09</u>	<u>\$ 658.00/month</u>
5	<u>Labor:</u> For extra work not included in the above quoted price, the rate per hour, which shall include all benefits, fringes, taxes, etc.	<u>1</u>	<u>\$</u>	<u>\$ 18.67</u>
6	<u>Extra Work:</u> For unscheduled additional work not included in the Fee Schedule (to include all labor, equipment and supply costs) will be as follows:			
	1. Floor Stripping and Refinishing	<u>1</u>	<u>\$</u>	<u>\$ 18.67/hr</u>
	2. Carpet and Rug Shampooing	<u>1</u>	<u>\$</u>	<u>\$ 18.67/hr</u>
	3. Wall Washing	<u>1</u>	<u>\$</u>	<u>\$ 18.67/hr</u>
	4. Wash Light Fixtures	<u>1</u>	<u>\$</u>	<u>\$ 18.67/hr</u>
	5. Window Washing Exterior	<u>1</u>	<u>\$</u>	<u>\$ 18.67/hr</u>
	6. Window Washing Interior	<u>1</u>	<u>\$</u>	<u>\$ 18.67/hr</u>
	<b>Option Year Two Total</b>			<b><u>\$ 25,008.00</u></b>
	<b>Option Year One Total</b>			<b><u>\$ 23,856.00</u></b>
	<b>Base Year Total</b>			<b><u>\$ 23,856.00</u></b>
	<b>GRAND TOTAL</b>			<b><u>\$ 72,720.00</u></b>

**ORIGINAL**

**Carnation Building Service, Inc.**

631 Salida Way A3  
Aurora, Colorado 80011-7824  
[www.carnationbldgsvcs.com](http://www.carnationbldgsvcs.com)  
800-700-3373

**RFP**

**For**

**Adams County Government Center  
Purchasing Division  
4430 South Adams County Parkway  
Brighton, CO 80601**

**Serving**

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**Arizona: California: Colorado: Kansas: Nevada: New Mexico: Utah: Wyoming**

**Carnation Building Service, Inc.**

**[www.carnationbldgsvcs.com](http://www.carnationbldgsvcs.com)**

631 Salida Way A-3  
Aurora, Colorado 80011-7824  
Corporate Office  
800-700-3373

*February 20, 2016*

Adams County Government Center  
Purchasing Division  
4430 South Adams County Parkway  
Brighton, CO 80601

*RE: RFP Janitorial*

*Thank you for giving Carnation Building Service, Inc., the opportunity to submit a program for the janitorial maintenance for your facilities located in the Denver Metro area. Our purpose in compiling this information is to offer you the finest service available at the lowest possible cost.*

*We have made a complete survey of the buildings and are confident that the cleaning specifications in this proposal will provide you with the service you desire. We have also included other information that will help you in making your decision.*

*Carnation Building Service Inc. prides itself on the quality of its maintenance, and that pride has carried this firm since its inception in 1991. Your acceptance of this proposal will ensure that this same pride will go into maintaining your facility the way you need it and the way you want it.*

*Thank you again for this opportunity. I look forward to meeting with you to discuss this proposal after you have had an opportunity to review it. In the meantime, please do not hesitate to call me if you have any questions.*

Regards



Karson Lucas  
Business Development.  
303.518.5722

**Carnation Building Service, Inc.  
Table of Contents**

- **Our History (Page 4)**
- **Office Locations (Page 4)**
- **Principles (Page 4)**
- **Training (Page 5)**
- **Quality Control (Page 6)**
- **Staffing Information (Page 8)**
- **Specifications (Page 8)**
- **References (Page 9)**
- **Related Experience (Page 9)**
- **Manager Resumes (Page 9)**
- **Closing Remarks (Page 10)**
- **Pricing Original Copy Only (Page 11)**
- **Required Information by Customer (Page 12)**
- **Insurance Information (Page 13)**
- **Letters of Recommendation (Page 14)**



**By  
Carnation Building Service, Inc.**

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**Our History**

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Carnation Building Services, Inc. was founded in 1991 our beginnings were a humble start, with a vision of providing a quality service at a fair price. It was our belief that if we could provide a quality service at a fair price Carnation Building Service, Inc. would grow. Today we have in excess of 307 buildings with 431 employees providing service in Arizona, California, Colorado, Kansas, Nebraska, New Mexico, Utah, and Wyoming.

Our customer base ranges from small 3 day a week 5,000 square foot accounts to 1,000,000 square foot facilities that are cleaned 7 days per week 365 days per year. Carnation Building Service, Inc. is involved with medical facilities, USDA locations, office buildings, multi-tenant facilities, school districts, hotels, airports, restaurants, if it's got a ceiling and four walls we have cleaned it at some point in the last 24 years. I would like to note that Carnation Building Service, Inc. is proud of our accomplishments.

Carnation Building Service, Inc. would like to note that we are family owned and operated with annual sales of eight million dollars we are large enough and have the flexibility to allow our area managers to complete and provide each customer with the specialized service that may present its self on those special occasions.

Carnation Building Service, Inc. is a company that prides its self on providing our customers with that personalized services that is often times forgotten by many of the larger companies, but often talked about.

Carnation Building Service, Inc. would like to note that we are a family owned and operated company with our corporate office at 631 Salida Way A3, Aurora, Colorado 80011-7824.

**Office Locations:**

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- 631 Salida Way A-3, Aurora, Colorado 80011
- 409 Tia Juana Street #A, Colorado Springs, Colorado 80909
- 576 25 Road #7, Grand Junction, Colorado 81505

**Principles**

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Carnation Building Service, Inc. and its principals are Michael Bertram (President) and Patty Bertram (Secretary) a Colorado Corporation incorporated in 1993 we began service in 1991. We are located at 631 Salida Way A3,

Aurora, Colorado 80011-7824 our phone number is 800-700-3373 the fax number 303-340-4845

Email Address: Michael R. Bertram [Michael@carnationbldgsvcs.com](mailto:Michael@carnationbldgsvcs.com)

Email Address: Patty Bertram [Pbertram@carnationbldgsvcs.com](mailto:Pbertram@carnationbldgsvcs.com)

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## Training

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We at Carnation Building Service, Inc. are fully committed to the ongoing development of management, supervision, and our hourly paid labor through external and internal training.

We demand from ourselves this ongoing discipline in order to improve continually, since we know that proper training is second to selective hiring and that this will guarantee results and maximize the dollar investment of our customers and Carnation Building Service, Inc.

Training starts prior to any task performance to safeguard our employees, client holdings, and consistency of service. This orientation is thorough and demanding in that it covers mandatory practices of security, key control, product use and application, safety practices, and standard cleaning methods and procedures. The immediate supervisor or proven senior cleaner will work with the employee to demonstrate proper procedures, pace, area special needs, and service standards expected. The new cleaner will then be allowed to continue under close supervision, and if required, minor retraining may be needed to provide consistency of service.

All work sites are thoroughly checked by supervision until the employee is capable of obtaining consistently satisfying results. The employee's performance will be monitored through the tools of quality control and used throughout the balance of the project.

We believe the term "experienced cleaner" is used too liberal. Our employees must go through mandatory training to safeguard our commitment to our customer. Our existing cleaners must undergo scheduled refresher sessions every six months conducted by their immediate supervisor.

This requires an involved hands-on management team to work with all the employees on a rotation basis in their work environment. This demonstrates to the employees our commitment to quality and our care for their needs by handling problems, concerns, or questions at the point of origin.

The onsite training is scheduled during employee breaks, pre-shift, or during the work shift as follows:

Three to five cleaners will meet on a specified floor with the trainers to review standard procedures, either in written or video format, and then physically demonstrate how to clean a sample area to show the expected end result. Duration: 15-20 minutes. Follow-up: Inspection process to note progress and retention within one week of the session. Results submitted to operations manager.

The employee training is then logged in their employee files and monitored through the Quality Control Management program.

Our continued training extends into the supervisory and management ranks. Weekly operations meetings, workshops, regular suppliers, seminars, and outside programs are held to update, inform, and educate the management core in client, people management, and quality control measures.

Carnation Building Service, Inc. is very proud of our efforts and has formed an executive committee that holds regular meetings to look at ways to improve methods, efficiencies, and training. Our directors expect our operative team to be on the "leading edge" of our industry.

Our employees are our only asset, and we must work to deliver our statement "We Care." A fully trained and proud workforce does not just clean an area, they "CARETAKE" our investment.

"We Care" is something that has shown to reduce our turnover rate with the industry average being almost 300% Carnation Building Service, Inc. turnover rate for 2013 was only 23%. We think this says it all.

### **Quality Control Management Program**

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Prior to determining our methods of quality control and measurement, we must answer the question: "What is the Standard?"

It is defined so that the client, contractor, or employees doing the task are in full agreement and understanding of what is expected.

The goal is to provide the optimum quality to the client, given the resources available and the financial constraints of the marketplace.

We at Carnation Building Service, Inc. demand of ourselves the best quality allowed protecting our mutual interest-our valued clientele, our reputation, and our fair return on investment.

The only way to accomplish our goals is to have a quantitative measuring system that reflects actual cleaning performance. Therefore, we had to produce an itemized inspection process that allowed the detail to mirror client expectations and contract performance in providing continuity of service.

Carnation Building Services, Inc. is an Equal Opportunity Employer, providing employment and promotion opportunities regardless of race, color, sex, creed, or national origin.

### **Staffing Information**

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Carnation Building Service, Inc. will provide the customer with a project manager and an area manager. The project manager would be responsible for working with the customer and our area manager. The area manager would be responsible for working with the project manager and the crew, overseeing the work being performed. The project manager would visit the site during the daytime hours and the area manager would visit with the night staff.

Carnation Building Service, Inc. could supply the facility with a floor crew and a company van for any special request or projects.

### **Consumables**

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The customer will provide all consumables to include, toilet paper, hand towels, hand soap, batteries, air freshener, toilet seat covers, and feminine hygiene products.

### **Storage**

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The customer will provide Carnation Building Service, Inc. with an adequate storage area for its equipment, and a water source to include a drain.

### **Specifications**

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Carnation Building Service, Inc. has read the specifications and understands that this office is responsible for providing all vacuums, floor equipment, cleaning equipment, cleaning supplies, gondolas, supervision, and labor work to perform the work, the facility to provide all paper products, air freshener, batteries for dispensers and hand soap.

Carnation Building Services, Inc. has read and understands the administrative and management responsibilities for this RFP.

### **Equipment and Supplies**

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Carnation Building Services, Inc. is responsible for providing all vacuums, labor, trash gondolas, trash barrels, high speed equipment, low speed equipment, carpet cleaning equipment, fans, carpet spotters, brooms, ladders, bathroom carts, dusters, floor finishes, mops, dust pans, bowel mops, scrapers, floor pads, mop buckets, extension cords and any other item required to complete the work as presented in the RFP.

OFFICE OF THE SECRETARY OF STATE  
OF THE STATE OF COLORADO

CERTIFICATE

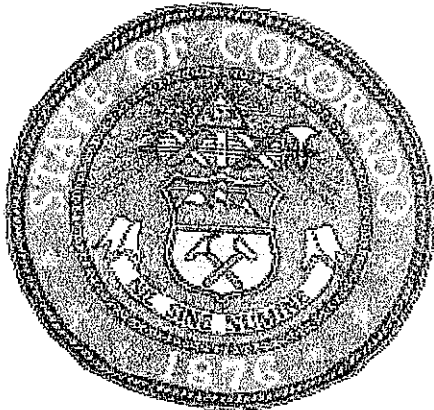
I, Wayne W. Williams, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

CARNATION BUILDING SERVICE, INC.

is a Corporation formed or registered on 01/18/1994 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 19941005979.

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 07/27/2015 that have been posted, and by documents delivered to this office electronically through 07/29/2015 @ 14:18:13.

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, authenticated, issued, delivered and communicated this official certificate at Denver, Colorado on 07/29/2015 @ 14:18:13 pursuant to and in accordance with applicable law. This certificate is assigned Confirmation Number 9260956.



Handwritten signature of Wayne W. Williams in cursive.

Secretary of State of the State of Colorado

\*\*\*\*\*  
End of Certificate  
\*\*\*\*\*

*Notice: A certificate issued electronically from the Colorado Secretary of State's Web site is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Certificate Confirmation Page of the Secretary of State's Web site, <http://www.sos.state.co.us/office/CertificateConfirmationPage.do> entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our Web site, <http://www.cos.state.co.us> click Business Center and select "Frequently Asked Questions."*



## WEMBLEY PARK

May 14, 2004

### A Letter of Recommendation on Behalf of Carnation Building Service Inc.

Michael R. Bertram has asked that I write a letter of recommendation based on our professional association over the past two years. Mr. Bertram is the President and CEO of Carnation Building Service, Inc. . Mr. Bertram won the sealed bidding process for the cleaning contracts for Wembley Park and Havana Park in 2002 . Wembley Park is 144,000 square feet entertainment facility located in Commerce City. Wembley Park's primary function as a building is to host live greyhound racing and simulcast horse and greyhound wagering offering seating to over 10,000. The Park has also been the host to professional soccer games, graduations, corporate gatherings, seminars and is now the practice facility and general offices of the Colorado Crush of the Arena Football League. Havana Park is 16,336 square feet off track betting facility located in Aurora. It also acts as the corporate office of Wembley USA. Both facilities are open 362 days a year an average of 12 hours per day

Since day one Mr. Bertram and Carnation have carried out their obligations with vigor and resolve. Immediately they were able to upgrade our cleaning service and provide us with a level of cleanliness necessary to compete in the very crowded entertainment industry. Not only did Mr. Bertram provide us with an immediate upgrade in cleanliness but he established and trained a crew which could respond and maintain that level on a daily basis. Mr . Bertram and his employees are always accessible and responsive to new ideas and changing circumstances. Mr Bertram and Carnation are an asset to Wembley Park and I would recommend their service with out reservation.

Respectfully,

A handwritten signature in dark ink, appearing to read 'Thomas A Matl', is written over a light-colored background.

Thomas A Matl  
Director of Operations  
Wembley Park



WELLINGTON F. WEBB  
Mayor

# CITY AND COUNTY OF DENVER

DEPARTMENT OF PUBLIC WORKS

WASTEWATER MANAGEMENT DIVISION  
2000 W. THIRD AVENUE  
DENVER, COLORADO 80223  
(303) 446-3400

April 17, 2003

To whom it may concern,

We have had a very productive contract relationship with Carnation Building Services (CBS) over the last two years. Carnation has provided creative and cost efficient solutions to long term janitorial and maintenance challenges at this facility. The management and staff of CBS spend whatever time and effort necessary to provide the highest level service expected of our contractors.

CBS demonstrates exceptional problem solving and communication skills that have resulted in a significant upgrade to the janitorial and floor care programs in our 250,000 sq. ft. facility. If I can provide any additional information, please do not hesitate to contact me.

Thank you,

A handwritten signature in black ink, appearing to read "Carlos M. Guerra".

Carlos M. Guerra, Facility Manager  
(303) 446-3452  
[guerracm@ci.denver.co.us](mailto:guerracm@ci.denver.co.us)

City & County of Denver  
JOHN W. HICKENLOOPER  
Mayor

November 15, 2004

Mr. Robert Pineda  
c/o Carnation Building Services, Inc. - Denver  
928 Salida Way  
Aurora, CO 80011

RE: **COMMITMENT TO EXCELLENCE**

Dear Mr. Pineda:

Congratulations for receiving a "Commitment to Excellence" pin for providing outstanding customer service to the traveling public at Denver International Airport (DIA) and for the article that appeared in "The Boston Globe", Thursday, October 7, 2004 edition (copy attached).

Often times the first and last impression of Colorado and our airport are encountered in concession locations. Good customer service is paramount to creating a positive experience for DIA customers. Your display of exceptional customer service serves as a model for all DIA employees to emulate.

Your dedication to excellence proves that our objectives are the same: *To provide a world class airport leading the aviation industry in service, efficiency, innovative practices, safety, convenience and aesthetics.* You have the appreciation of the City and County of Denver's Department of Aviation.

Sincerely,



Vicki Braunagel  
Co-Manager of Aviation



Turner West  
Co-Manager of Aviation

:dmv

cc: Carnation Building Services, Inc., Mr. Michael Bertram  
Ms. Angela Lin, MD, 36 Fieldstone Road, Westwood, MA 02090-1114



DENVER  
INTERNATIONAL  
AIRPORT

Department of Aviation  
Airport Office Building  
8500 Peña Boulevard  
Denver, Colorado 80249

303.342.2200  
www.FlyDenver.com



**ADAMS COUNTY FORMAL REQUEST FOR PROPOSAL  
2016.301**

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**JANITORIAL/BUILDING SERVICES  
MULTIPLE HEAD START SITES**

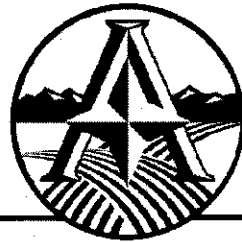
**ADDENDUM ONE (1)**

**Addendum One (1) Issuance Date:** Friday, February 5, 2016

**RFP Opening Date:** Tuesday, February 23, 2016

**RFP Opening Time:** 4:00 p.m.

**RFP Opening Place:** Adams County Administration  
Building, 4430 South Adams County  
Parkway, 4<sup>th</sup> Floor, Purchasing  
Department Brighton, Colorado,  
80601



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**ADAMS COUNTY**  
**COLORADO**

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**ADAMS COUNTY**  
**RFP 2016.301**  
**JANITORIAL/BUILDING SERVICES**  
**MULTIPLE HEAD START SITES**

Addendum One (1) is being issued to provide responses to the questions received for RFP 2016.301.

Proposal submittal date and time has changed to **Tuesday, February 23, 2016 at 4:00 p.m.**

**Site Visit:** To schedule a site visit to confirm the square feet of each building during the week of February 10<sup>th</sup> (W-F) between the hours of 9:00 a.m. and 3:00 p.m., please contact Brian Spatcher, Facilities Supervisor at office: 303.286.4110, cellular:720.273.9633, or email: [bspatcher@adcogov.org](mailto:bspatcher@adcogov.org). After the site visit offerors must email all questions to the attention of the purchasing agent at [hellis@adcogov.org](mailto:hellis@adcogov.org).

**Questions and Responses:**

**Q1.** On page 12, Item 16 of your RFP, it says "County's contracted custodians are responsible for clearing the sidewalks at the county buildings when snow has fallen or is falling and there is an evening activity at the buildings." Could you please clarify in more detail the specifics of the snow removal duties? Do entryways need to be cleared only while the cleaning crews are there and has or it is snowing or will the contractor be responsible for snow removal at said entryways at all times?

**R1:** **Snow removal at all Centers to be cleaned, are contracted out, and handled by Adams County Head Start Facilities department.**

**Q2.** Can you provide the square footage of each location?

**R2:** **Approximate square footage of our 4 Head Start Centers requiring janitorial service are as follows:**

**Little Star Head Start Center: 3 classrooms total, each classroom approx.  
880 sq. ft x 3 areas**

**Rainbow Head Start Center: 3 classrooms and 1 office area, all 4 areas of same dimension  
840 sq. ft x 4 areas**

**Creekside Head start Center: 2 classrooms, kitchen, 2 office spaces approx.  
1600 sq. ft total area**

**Brighton Head Start Center: 3 classrooms, 5 office spaces, kitchen approx.  
7000 sq. ft total area**

**Q3.** Will there be a walkthrough of the locations to assess the condition and to get a feel for the building?

**R3:** **Yes, reference the Site Visit information listed above to schedule a date and time. Please forward all questions to the purchasing agent after the site visit to answer via an addendum.**

**Q4.** Would you be able to provide copies of the bids you received last time Adams County bid these services out?

**R4:** **Yes, you can submit an open records request through Adams County Legal Department.**

Q5. Could you please provide the current contract and price Adams County is currently paying for these services?

**R5: Yes, you can submit an open records request through Adams County Legal Department**

Q6. Is there a set aside for the award giving preference to a specific business entity type (8(a), Total Small Business, etc)?

**R6: The County does not have set asides at this time.**

Q7. Can you release the current contract value?

**R7: Yes, you can submit an open records request through Adams County Legal Department**

Q8. On pages 12 of your RFP, there is a table with the list of locations to be serviced, but there is no mention of the square footage per location. Could you please provide the estimated square footage for each facility where the janitorial services will be performed?

**R8: Yes, reference Q2 above.**

Q9. On pages 28 - 30 of your RFP, Attachment A for the fee schedule, there is no mention of the square footage of carpeted floors or hard/vinyl floors. In order to offer an accurate estimate, could you please provide the estimated square footage on each flooring type within each building?

**R9: Reference Q2 above. This is a Request for Proposal and the Offeror must submit a proposal with fees for the type of services they will be providing in a separate envelope, per the solicitation requirements. The offeror must also verify and confirm all locations, square footage of cleaning areas and the type of services will be provided at each building before they submit their proposal.**

Q10: On pages 2 - 3 of your bid, within the General Instructions, there is no mention to any pre bid walk through. Would it be possible to give a pre bid walk through the buildings included in the bid (or at least some of them) prior to submitting the estimate? If so, which dates/time could we do that or whom should we contact in order to schedule said walk through?

**R10: The solicitation was issued as a request for proposal, and there was not a pre-proposal conference scheduled; instead we allowed for questions to be submitted. If a site visit is required for those interested in submitting a proposal this information will be included in an addendum with a date and time allowing time for additional questions after the site visit.**

**OFFEROR'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 an agreement for services with Adams County, Colorado, the undersigned offeror hereby certifies that at the time of this certification, offeror does not knowingly employ or contract with an illegal alien who will perform work under the awarded agreement for services and that the offeror 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 awarded agreement.

OFFEROR:

Carnation Building Services Inc.  
Company Name

2/20/16  
Date

Karson Lucas  
Name (Print or Type)

  
Signature

Business Development Specialist  
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.



**REQUEST FOR PROPOSAL**  
**2015.301**  
**JANITORIAL/BUILDING SERVICES**  
**MULTIPLE HEAD START SITES**

**OFFEROR'S STATEMENT/SIGNATURE PAGE**

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 through Addenda # 1  
(If None, Please write NONE)

Carnation Building Services Inc.  
Company Name

2/20/16  
Date

631 Salida way A-3  
Address

[Signature]  
Name and Signature of Authorized Person

Aurora CO 80011  
City, State, Zip Code

Karson Lucas  
Printed Name

Arapahoe  
County

Business Development Specialist  
Title

303 340 4828  
Telephone

303 340 4845  
Fax

Karson@CarnationBldgSVCS.com  
E-mail Address

**EXHIBIT A**

(All Documents following this page of the Agreement)

Exhibit:

1. RFP 2016.301 Scope of Services

**EXHIBIT A**  
**ADAMS COUNTY FORMAL REQUEST FOR PROPOSAL**  
**2016.301**

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**JANITORIAL/BUILDING SERVICES**  
**MULTIPLE HEAD START SITES**

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

**RFP Issuance Date:**  
Thursday, January 14, 2016

**Written questions regarding this RFP will be accepted through**  
Tuesday, January 19, 2016  
by 2:00 p.m.

**RFP Opening Date:**  
Tuesday, February 16, 2016  
Time: 4:00 p.m.

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



THE RFP OPENING WILL ONLY ANNOUNCE THE NAMES OF THE OFFERORS WHO SUBMITTED A PROPOSAL. ALL OFFERORS WILL BE NOTIFIED IF THERE ARE ANY QUESTIONS WITH THEIR RESPONSE. ALL OFFERORS WILL BE NOTIFIED OF THE AWARDED OFFEROR.

## GENERAL INSTRUCTIONS

1. Adams County Board of Commissioners (BOCC) through its Purchasing Division is seeking the services of a qualified company or individual for Janitorial/Building services at the several Head Start schools, but not limited to; Creekside Center, Federal Heights Center, Rainbow Center and Brighton Center.
2. **All documents and addendums related to this RFP will be posted on the Rocky Mountain Bid System at:**  
**<http://www.rockymountainbidsystem.com/Bids/ViewOpenSolicitations.asp>**
  - 2.1 Offeror 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.
  - 2.3 Addendums may be issued at any time prior to the time set for receipt of proposals.
3. Written questions relating to RFP 2016.301 must be reduced to writing, and sent to the County's Purchasing Division of Finance to the attention of the Purchasing Agent by e-mail at [hellis@adcogov.org](mailto:hellis@adcogov.org) until the close of business on or before, Tuesday, January 19, 2016, by 2:00 p.m.
4. **Proposals**
  - 4.1. Sealed proposals for consideration will be received at the office of the Purchasing Division of Finance at the Adams County Government Center, 4430 South Adams County Parkway, Fourth Floor, Brighton Colorado 80601, up to 4:00 p.m., Tuesday, February 16, 2016.
  - 4.2. The RFP opening time shall be according to the County receptionist's clock on the first floor, at this time only the names of the offerors submitting proposals will be read out loud.
  - 4.3. Proposals may be mailed or delivered in person, and **must be** in a sealed envelope clearly labeled with the submitting Company's Name, RFP number, the project name, date and time of the RFP opening.
  - 4.4. No proposal will be accepted after the time and date established, per section 4.1 above, except by written addendum.
  - 4.5. **Format.** Offeror must submit sealed proposal in **one (1) original copy**, and **one (1) original copy of the Fee Schedule(s) in a separate sealed envelope**, with **three (3) unbounded** hardcopies of proposal **without the Attachment A Fee schedules on pages 28 thru 30**, and a copy on CD formatted as a single .pdf file. Proposal should not exceed **ten (10) pages**, excluding the solicitation required signed pages, the front and back cover, and appendices including the fee schedule. Submit only on single sided, single column typed 8.5" x 11" size paper. The page count limitation applies to the actual technical proposal contained in the submittal. There is a minimum twelve (12) point font requirement for the basic text of the entire proposal submittal. Any charts, graphs, table of organizations, etc., must be of readable size. Appendices can be used.



- 4.6. The two (2) required signature pages at the end of this document **“OFFEROR’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 **“OFFEROR’S SIGNATURE PAGE”** acknowledging the receipt of addendum(s), if applicable, must be signed and included as part of the proposal packet.
- 4.7. Proposal may not be withdrawn after date and hour set for closing. Failure to enter into an agreement or honor an issued purchase order will be cause for removal of Offeror’s name from the County’s Vendor’s List for a period of twelve (12) months from the date of this RFP opening.
- 4.8. The County reserves the right to shortlist from the submitting Offerors, conduct interviews and/or negotiations.
- 4.9. In submitting the proposal, the Offeror agrees that acceptance of any or all proposals by the Purchasing Division of Finance within a reasonable time or period constitutes an agreement. No delivery shall become due or be accepted unless a purchase order shall first have been issued by the Purchasing Division.
- 4.10. The County assumes no responsibility for late deliveries of mail on behalf of the United States Post Office or any other delivery system.
- 4.11. The County assumes no responsibility for proposals being either opened early or improperly routed if the envelope is not clearly marked on the outside with the RFP number and solicitation name.
- 4.12. 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 RFP opening time and date. No proposal will be considered above all other proposals by having met the RFP 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 County Offices.
- 4.13. Proposals must be furnished in the format described in Section 4.5 above. Failure to submit proposal in the format described in Section 4.5 above may be cause for rejection of the proposal. Proposals must be furnished exclusive of taxes.
- 4.14. No award will be made to any person, firm or corporation that is in arrears upon any obligation to the County.
- 4.15. 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.
- 4.16. 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:
  - 4.16.1. Any Proposal which does not meet bonding requirements, or,
  - 4.16.2. Proposals which do not furnish the quality, or,
  - 4.16.3. Offer the availability of materials, equipment or services as required by the specifications, description or scope of services, or,

- 4.16.4. Proposals from Offerors who lack experience or financial responsibility, or,  
 4.16.5. Proposals which are not made to form.
- 4.17. The Board of County Commissioners may rescind the award of any proposal within one (1) week thereof or at its next regularly scheduled meeting; whichever is later, when the public interest will be served thereby.
- 4.18. Issuance of this solicitation does not commit the County to award any Agreement or to procure any equipment, materials or services.
- 4.19. If a formal Agreement is required, the Offeror agrees and understands 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.
- 4.20. Only sealed proposals received by the Purchasing Division of Finance will be accepted; proposals submitted telephone, E-mail, or facsimile machines are not acceptable.
5. Adams County is an equal opportunity employer.
6. The County ensures that Disadvantaged Business Enterprises will be afforded full opportunity to submit a proposal 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.
7. **INSURANCE:** The Offeror agrees to maintain insurance of the following types and amounts:
- 7.1. Commercial General Liability Insurance: to include products liability, completed operations, contractual, broad form property damage and personal injury.
- |                          |             |
|--------------------------|-------------|
| 7.1.1. Each Occurrence   | \$1,000,000 |
| 7.1.2. General Aggregate | \$2,000,000 |
- 7.2. Comprehensive Automobile Liability Insurance: to include all motor vehicles owned, hired, leased, or borrowed.
- |   |                             |
|---|-----------------------------|
| 7.2.1. Bodily Injury/Property Damage                    | \$1,000,000 (each accident) |
| 7.2.2. Personal Injury Protection Per Colorado Statutes |                             |
- 7.3. Workers' Compensation Insurance: Per Colorado Statutes
- 7.4. Professional Liability Insurance: to include coverage for damages or claims for damages arising out of the rendering, or failure to render, any professional services.
- |                        |             |
|------------------------|-------------|
| 7.4.1. Each Occurrence | \$1,000,000 |
|------------------------|-------------|
- 7.4.2. This insurance requirement applies only to Offeror 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.
- 7.5. Adams County as "Additional Insured": The Contractor's commercial general liability and comprehensive automobile liability insurance policies and/or certificates of insurance shall be issued to include Adams County as an "additional insured" and shall include the following provisions:

- 7.5.1. 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 Offeror.
- 7.5.2. 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.
- 7.5.3. Any and all deductibles contained in any insurance policy shall be assumed by and at the sole risk of the Offeror.
- 7.6. All insurers of the Offeror must be licensed or approved to do business in the State of Colorado. Upon failure of the Offeror to furnish, deliver and/or maintain such insurance as provided herein, the Agreement, at the election of the County, may be immediately declared suspended, discontinued, or terminated. Failure of the Offeror in obtaining and/or maintaining any required insurance shall not relieve the Offeror from any liability under the Agreement, nor shall the insurance requirements be construed to conflict with the obligations of the Offeror concerning indemnification.
- 7.7. 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.
- 7.8. At any time during the term of the Agreement, the County may require the Offeror to provide proof of the insurance coverage's or policies required under the Agreement.
- 7.9. The Offeror shall not commence work under the agreement until they have submitted to the County and received approval thereof, certificates of insurance showing that they have complied with the foregoing insurance.
- 7.10. All referenced insurance policies and/or certificates of insurance shall be issued to include Adams County as an "additional insured." The name of the RFP or project must appear on the certificate of insurance.
- 7.11. 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.
- 7.12. The clause entitled "Other Insurance Provisions" contained in any policy including the County as an additional insured shall not apply to the County.
- 7.13. 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.
- 7.14. Any and all deductibles contained in any insurance policy shall be assumed by and at the sole risk of the Offeror.
- 7.15. 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 Offeror shall promptly obtain a new policy, submit the same to

the Purchasing Division Manager of Adams County for approval and thereafter submit a certificate of insurance as herein above provided. Upon failure of the Offeror to furnish, deliver and maintain such insurance as provided herein, the agreement, at the election of the County, may be immediately declared suspended, discontinued or terminated. Failure of the Offeror in obtaining and/or maintaining any required insurance shall not relieve the Offeror from any liability under the agreement, nor shall the insurance requirements be construed to conflict with the obligations of the Offeror concerning indemnification.

8. Offeror 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.

9. **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 Offeror shall meet the following requirements prior to signing the Agreement (purchase of service agreement) and for the duration thereof:

9.1. The Offeror 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.

9.2. The Offeror shall not knowingly employ or contract with an illegal alien to perform work under the purchase of service agreement.

9.3. The Offeror shall not enter into a contract with a subcontractor that fails to certify to the Offeror that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under the purchase of service agreement.

9.4. At the time of signing the purchase of service agreement, the Offeror has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under the purchase of service agreement through participation in either the E-Verify Program or the Department Program.

9.5. The Offeror shall not use either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while the purchase of service agreement is being performed.

9.6. If Offeror obtains actual knowledge that a subcontractor performing work under purchase of service agreement knowingly employs or contracts with an illegal alien, the Offeror shall: notify the subcontractor and the County within three (3) days that the Offeror has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and terminate the subcontract with the subcontractor if within three (3) 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 Offeror 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.

- 9.7. Offeror 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).
- 9.8. If offeror violates this Section, of the awarded Agreement, the County may terminate the Agreement for breach of contract. If the Agreement is so terminated, the Offeror shall be liable for actual and consequential damages to the County.
10. **COOPERATIVE PURCHASING:** Adams County encourages cooperative purchasing in an effort to assist other agencies to reduce their cost of bidding and to make better use of taxpayer dollars through volume purchasing. Contractor(s) may, at their discretion, agree to extend the prices and/or terms of the resulting award to other state or local government agencies, school districts, or political subdivisions in the event they would have a need for the same product/service. Usage by any entity shall not have a negative impact on Adams County in the current term or in any future terms.

The Contractor(s) must deal directly with any governmental agency concerning the placement of purchase orders/agreements, freight/delivery charges, contractual disputes, invoices, and payments. Adams County shall not be liable for any costs or damages incurred by any other entity.

**End General Information**

**11. STATEMENT AND SCOPE OF SERVICES**

Scope of Services:

Adams County Board of Commissioners (BOCC) through its Purchasing Department is seeking the services of a qualified company or individual for Janitorial/Building services at the several Head Start schools, but not limited to; Creekside Center, Federal Heights Center, Rainbow Center and Brighton Center.

Adams County "County, is exempt from sales, use, and excise taxes. Certification of tax exemption will be issued upon request. Any appropriate taxes shall be shown as a separate item in the proposal.

Background Checks:

Background information checks will be required on all Offerors's employees working in the County buildings. These must be done using the BIZ/CBI Systems. Webpage is <https://www.cbirecordscheck.com/index.aspx> Cost will be paid by the offeror.

Reporting Requirements: Results of each individual's background check must be supplied to the County's Purchasing Division prior to the employee being allowed on County's premises. In addition, the offeror is required to immediately report any employee's criminal activity to the County's Purchasing Division.

Identification Badges: Offeror-supplied photo/identification badges must be worn at all times.

Buildings: The offeror is responsible for verifying the locations and square footages of each building prior to submitting their proposal.

Building Security: A \$35.00 Service Charge will be levied back to the offeror if a door is found unsecured due to offeror negligence.

**12. PRECAUTIONS AND SAFETY PRACTICES**

Building Security:

1. During work activities offeror agrees to abide by County's policies and procedures.
2. All doors to which entrance can be gained to buildings shall be locked at all times. This includes interior doors connecting rooms regularly open to the public and includes restricted quarters after the close of the school day.
3. Offeror's employees should be conscious of security, integrity and be alert and responsible for the proper locking of all entrances and closures of windows, especially after the close of the business day. Faulty or broken doors and windows (including locks) should be reported immediately to the Building Supervisor, contact information will be provided to the awarded offeror.
4. Offeror's employees entering or leaving the building shall make sure that all exterior doors and windows are closed and locked. They shall be alert upon entering and leaving to ensure that no unauthorized persons are waiting to gain access to the building while the door is unlocked for an employee.
5. All unattended outside doors are to be locked at all times.
6. Janitor closet doors shall be locked at all times.
7. Ladders shall not be left near buildings where access could be gained through the use of the ladder.
8. Areas defined as restricted should be locked at all times.
9. Access to County's buildings shall be provided to the offeror for work activities only.

#### Supply Storage:

1. Supplies should be stored in suitable lockers and/or shelving in designated storage areas, and should be arranged and maintained in a neat and orderly manner. All items must be clearly identified on the container as to the content. No unidentified items may be kept in storage areas.
2. All cleaning materials, scouring powders, etc. should be stored below eye level to prevent the material from accidentally spilling into the eyes or face. Heavy items should be stored on the lower shelves and lighter items stored up above.

#### Floor Machines and Vacuums:

1. All electrically powered machines and portable tools must be equipped with a three-wire cord and grounded plugs, or should be of the double-insulated type. All extension cords must be three-wire cord with grounded plugs and must not exceed fifty (50) feet in length. A monthly continuity test should be made on all appliances to assure that the grounding wire is functioning.
2. Floor machines must have rubber bumper guards in place and in good condition on the brush base and motor head unit. These machines should not be equipped with automatic locking handles.
3. Electrical cords should be protected from accidental damage. Friction or electrical tape should not be used to cover splices or nicks. Defective cords must be replaced.
4. Machines should never be used in areas where the noise level of the room is greater than the level of the machine. A malfunction, normally detectable by change of pitch or sound or operation, might not be noticed under such conditions.
5. When damage occurs to a machine that might impair its safety of operation, the machines must not be used until properly repaired. Such machine must carry warning signs saying that the machine is damaged and not to be used.
6. Floor machines should be checked prior to operation to make certain a pad is in place under the rubber drive pad block.
7. Machines should never be left unattended in halls, stairways, landings or any location used as passageways.

#### Supplies, Safety and Handling:

1. Rubber gloves should be worn when handling any solution that warns about skin irritations. All materials must be stored and identified as to content so that proper precautions may be taken.
2. Eye protection should be worn when using any acid based product, such as bowl cleaner. Follow all warning labels and take steps necessary for safe use of all products.
3. Class 1 flammable liquids (gasoline, benzene, naphtha, alcohol, turps and subturps) shall not be stored in any building.

Work Operations:

1. Stairwells and landings must never be used for storing equipment, supplies or debris. All combustible materials must be stored in covered metal containers and disposed of daily.
2. Barricades must be used in work areas where there is a possibility of injury to an employee using the building.

**13. STANDARD OF PERFORMANCE**

**STANDARD OF CARE:** All work shall be performed by the offeror in accordance with the highest standard of care skill and diligence and shall be completed in a good and competent manner. The offeror shall also provide regular and systematic inspections by the offeror 's supervisory personnel of all premises on which the services are to be provided to assure a high quality of work by offeror 's employees and shall maintain written reports of such inspections which shall be made available to the County. In the event that deficiencies are found, offeror agrees to remedy such deficiencies at no additional cost to the County within five (5) working days after verbal notification of such deficiencies or at such time as the County and offeror may agree. Any verbal notification of deficiency will be confirmed by a written notice of the same.

Trash Disposal:

1. Oily rags, treated cloths or any combustibles must be stored in an airtight metal container until disposed.
2. Trash awaiting pick-up should be stored in dumpsters.
3. Trash bags or any waste should be put in dumpsters daily.
4. Smoking is prohibited.
5. Used fluorescent lamps should be disposed of in dumpster.

General Office Cleaning:

1. All waste baskets should be emptied and wiped down if they are dirty or stained.
2. Desks and furniture should be spot cleaned to remove finger marks, dirt, etc. Desk drawer fronts should be periodically cleaned.
3. Spot clean light switches, wall, partitions and doors (include glass) to keep clean from finger marks, smudges, dirt and smears.
4. Water fountains should have water stains removed.
5. In Lounge areas, all furniture should be damp wiped to remove crumbs and food remains. Sinks, counters and food preparation areas should be cleaned.
6. All air discharge and return grills shall be cleaned as needed.



Offeror's HOURLY LOG BOOK: The offeror agrees to maintain a personnel sheet on each employee of the offeror who has occasion to enter any County building in the performance of work which shall be made available to the County at its request. This personnel sheet shall contain the employee's name, address, telephone number, job duties, key assignment, character references and any other information deemed necessary by the County to assist it in safeguarding County property and operations. The County may, in its discretion, require the offeror to complete entries in an "Hourly Log Book" reflecting for each employee of offeror, the date of visit, name, time-in and time-out and maintain such log in a designated County location.

PHOTO/IDENTIFICATION BADGES: The County requires offeror's employees to wear and offeror agrees to provide and require its employees to wear offeror-supplied photo/identification badges while on County's premises. Offeror agrees to return all identification badges to the County representative immediately upon termination of this Agreement. If the offeror fails to return any photo identification badges within five (5) days after termination, the County may withhold any payment due Offeror until all badges are provided to the County.

KEYS: Offeror agrees that it shall not duplicate any County's keys and it shall return all County keys and identification badges to the County representative immediately upon termination of the service agreement. If the offeror fails to return any keys within five (5) days after termination, the County may withhold any payment due offeror until all keys are returned to the County.

#### **14. GENERAL RULES AND REGULATIONS FOR CONTRACT EMPLOYEES**

Employees read, sign and conform to a code of good business conduct. Therefore, we feel any person who has access to Company buildings and other private material should also be required to read, sign and conform to such a code as follows:

1. The County expects absolute honesty from each employee while working on our premises.
2. No employee shall loan, give, sell, take or destroy any equipment, supplies or tools, including personal items that are left in sight or otherwise detected while working in the buildings.
3. No employee shall open any drawers, doors, cases or any container not necessary for the completion of the work.
4. No employee is to roam through the building, but will remain in those areas where the work is to be done.
5. No employee shall give, sell or otherwise make available any records of the County. This includes any papers or information left in wastebaskets or containers.
6. Employees shall not make personal calls or other calls from any telephone (other than a pay phone) located in the building except in the case of emergency.
7. Employees must turn in any items of jewelry or other items of value found while working in our buildings.
8. No employees shall report to work while under the influence of any alcoholic beverage or narcotic, nor shall any alcoholic beverage or narcotic be used during working periods.
9. Employees are expected to conduct themselves in a businesslike manner at all times. Loud talk, profanity, or other activities which prove distracting shall not be tolerated.

10. Employees are expected to respect the property of the County, being sure work equipment does not damage the building, equipment and furnishings.

11. Employees shall not turn on, or cause to turn on, any computers, equipment or electrical device such as a copy machine, radio, television set, calculator, adding machine, typewriter, or any other electrical equipment not used as a janitorial tool.

**15. COMPLIANCE WITH APPLICABLE LAW**

FEDERAL AND STATE LAW: The Offeror shall at all times during the execution of the awarded agreement strictly adhere to, and comply with, all applicable Federal and Colorado State laws and their implementing regulations as they currently exist and may hereafter be amended, which laws and regulations are incorporated herein by this reference as terms and conditions of the agreement. The offeror also shall require compliance with such laws and regulations by subcontractors under subcontracts permitted under the agreement.

**16. SCHEDULE OF PRICES : All Assignments**

Snow Removal: County's contracted Custodians are responsible for clearing the sidewalks at the county buildings when snow has fallen or is falling and there is an evening activity at the buildings. This precaution must be taken to insure the safety of all the building users. The walks must have a clear path from the curb to the front door at least the width of the door.

**17. CUSTODIAL CLEANING CHEMICALS**

It is required that companies use chemicals that have been approved by the County's Custodial Supervisor. Safety Data Sheets (SDS) must be current, accessible and on-site at each location and must to be maintained by the Offeror. These chemicals and all custodial supplies may be purchased the Offeror.

**LIST OF LOCATIONS TO BE SERVICED**

<u>Centers</u>	<u>Cleanable Space In Square Footage</u>
Brighton	
Creekside	
Rainbow	
Federal Heights	

**CLEANING SPECIFICATIONS**

<u>Kindergarten Cleaning</u>		
<u>Daily</u>	<u>Weekly</u>	<u>Monthly</u>
1. Dust Mop Floor or Vacuum 2. Empty Pencil Sharpeners 3. Empty Wastebaskets and Fill Dispensers 4. Adjust Shades or Drapes 5. Secure Windows 6. Wash Sink and Fittings 7. Wash Entry Windows 8. Dust Walls and Ceilings	1. Dust Horizontal Surfaces 2. Wash Lockers, Wardrobes 3. Wash Furniture 4. Wash Fingerprints 5. Wash Glass Doors and Frames 6. Clean Chalkboards, Tackboards and Erasers 7. Damp Wipe Window Frames 8. Damp Wipe Furniture	1. Wash Woodwork and Trim 2. Wash Window Sills

9. Damp Mop Floor 10. Spot Clean Carpet 11. Regular Hard Floor Maintenance	9. Wash Windows Inside	
<u>Quarterly</u>	<u>Annually (Summer)</u>	
1. Wash Entry Windows 2. Clean Shades and/or Drapes 3. Damp Wipe Clock	1. Clean Windows (Outside) 2. Wash Lights and Fixtures 3. Shampoo Carpets	
<u>Special Directives</u>		
<b><u>PLEASE DON'T USE ANY SCOURING POWDER, BLEACH OR ACIDS IN BUILDINGS!</u></b>		
<ul style="list-style-type: none"> <li>• VACUUM KINDERGARTEN AND PRE-SCHOOL CLASSROOMS DAILY.</li> <li>• VACUUM COMMON AREAS DAILY.</li> </ul>		

### **CORRIDOR AND STAIRWAY CLEANING**

<u>Entry Ways</u>		
<u>Daily</u>	<u>Weekly</u>	<u>Monthly</u>
1. Dust Mop Floor or Vacuum Carpet 2. Adjust Shades or Drapes 3. Secure Windows 4. Wash Fountains and Fittings 5. Wash Windows and Sills 6. Wash Entrance Doors and Glass 7. Wash Stair Treads 8. Clean Mats 9. Spot Clean Carpet 10. Spot Mop Floor 11. Regular Floor Maintenance 12. Dust or Clean All Foyer Furniture	1. Dust Horizontal Surfaces 2. Wash Fingerprints 3. Wash Glass Doors and Frames 4. Wash Stair Risers 5. Dust Walls and Ceilings 6. Dust Banisters 7. Clean Exhibit Cases 8. Damp Wipe Banisters 9. Damp Wipe Exit Lights	1. Wash Woodwork and Trim 2. Wash Wainscot and Dado 3. Damp Wipe Walls 4. Wash Windows
<u>Quarterly</u>	<u>Annually (Summer)</u>	<u>As Requested</u>
	1. Wash Lights and Fixtures	1. Wash Statuary 2. Damp Wipe Screens 3. Damp Wipe Hardware
<u>Special Directives</u>		
<b><u>PLEASE DON'T USE ANY SCOURING POWDER, BLEACH OR ACIDS IN BUILDINGS!</u></b>		

### **TOILET**

<u>Toilet</u>		
<u>Daily</u>	<u>Weekly</u>	<u>Monthly</u>
1. Clean With Antiseptic Solution: a. Urinals and Fittings b. Toilet Bowls and Fittings c. Lavatories and Fittings d. Drinking Fountains 2. Damp Wipe Seats 3. Clean Shower Heads	1. Dust Horizontal Surfaces 2. Damp Wipe Partitions and Walls 3. Clean Soap Dishes	

4. Fill Receptacles: Towels and Toilet Paper 5. Secure Windows 6. Wet Mop Floors 7. Dispose of Trash 8. Regular Floor Maintenance 9. Clean Mirrors, Door Push Plates, Knobs and Handles		
<u>Quarterly</u>	<u>Annually (Summer)</u>	<u>As Requested</u>
<u>Special Directives</u>		
<b>NO WAX OR FINISH EVER ON RESTROOM FLOORS!</b>		

**KITCHEN AND CAFETERIA**

<u>Kitchen and Cafeteria</u>		
<u>Daily</u>	<u>Weekly</u>	<u>Monthly</u>
1. Dispose of Garbage and Trash 2. Scrub Floor as Needed 3. Dust Mop Floor 4. Set Shades and/or Drapes 5. Secure Windows 6. Wet Mop Kitchen Floors with Germicidal or Disinfectant Solution 7. Clean Drinking Fountains 8. Clean Inside Cafeteria Windows and Sills	1. Wash Woodwork and Trim 2. Wash Doors and Frames 3. Wash Dado and Wainscot 4. Wash Mats 5. Wash Garbage Cans 6. Spray Buff Lunchroom	
<u>Quarterly</u>	<u>Annually (Summer)</u>	<u>As Requested</u>
1. Wash Windows and Sills 2. Clean Shades and/or Drapes 3. Scrub Floors 4. Regular Floor Maintenance 5. Wash Windows	1. Wash Lights and Fixtures	
<u>Special Directives</u>		

**LUNCHROOM & COMMUNITY ROOM**

<u>Lunchroom and Community Room</u>		
<u>Daily</u>	<u>Weekly</u>	<u>Monthly</u>
1. Dispose of Garbage and Trash 2. Clean Waste Cans 3. Damp Wipe Eating Surfaces 4. Wash Eating Surfaces 5. Dust Mop Floor 6. Spot Mop Floor 7. Clean Counters and Range Top 8. Vacuum	1. Wet Mop Floor 2. Spot Clean Walls 3. Spray Buff Lunchroom	
<u>Quarterly</u>	<u>Annually (Summer)</u>	<u>As Requested</u>

1. Wax Eating Surfaces		
2. Clean Windows		
<b>Special Directives</b>		

**GYMNASIUM AND MULTI-PURPOSE ROOM**

<b>Gymnasium and Multi-Purpose Room</b>		
<u>Daily</u>	<u>Weekly</u>	<u>Monthly</u>
1. Wash Drinking Fountains 2. Wash Doors and Frames 3. Dust Mop Floors 4. Regular Floor Maintenance 5. Dustmop Coaches Office, 6. Wet Mop as Needed	1. Dust Horizontal Surfaces 2. Damp Wipe Tile Work 3. Wash Dado and Wainscot 4. Wash Door Glass 5. Wash Windows and Sills 6. Dust Walls 7. Wash Coaches Office Window	1. Damp Wipe Bleachers 2. Sweep Coaches Store Room
<u>Quarterly</u>	<u>Annually (Summer)</u>	<u>As Requested</u>
	1. Wash Lights and Fixtures	
<b>Special Directives</b>		

**AUDITORIUM AND STAGE**

<b>Auditorium and Stage</b>		
<u>Daily</u>	<u>Weekly</u>	<u>Monthly</u>
1. Dust Mop Floor 2. Adjust Shades and/or Drapes 3. Regular Floor Maintenance	1. Dust Horizontal Surfaces 2. Wash Windows and Sills 3. Wash Railings 4. Wash Doors and Frames 5. Wash Door Glass	1. Wash Dado and Wainscot
<u>Quarterly</u>	<u>Annually (Summer)</u>	<u>As Requested</u>
1. Wash Footlights 2. Wash Woodwork and Trim 3. Wash Windows	1. Brush Stage Curtains 2. Wash Lights and Fixtures	
<b>Special Directives</b>		

**MISCELLANEOUS - INTERIOR**

<b>Miscellaneous - Interior</b>		
<u>Daily</u>	<u>Weekly</u>	<u>Monthly</u>
1. Unlock and Lock Building 2. Turn on Lights as Needed 3. Remove Writing, Marks, etc. 4. Clean Service Sinks 5. Clean Door Mats 6. Wash Out Mops 7. Brush Out Dry Mops 8. Spot Mop 9. Take Gum Off Surfaces 10. Turn Out Lights, Except	1. Polish Bright Metal 2. Dust Blinds 3. Clean Custodial Room Floors and Sink	

Security 11. Clean Sinks and Counters in Art Room, Lounge, Lunchroom and Office		
<u>Quarterly</u>	<u>Annually (Summer)</u>	<u>As Requested</u>
<u>Special Directives</u>		

**18. MISCELLANEOUS - EXTERIOR**

A. None

**19. AFTER SCHOOL ACTIVITIES**

1. Offeror is responsible for security of building.
2. Offeror is responsible for putting away chairs, tables and restoring furniture to proper order.
3. Calendar will be provided by school of after school activities, their room location and time.

**20. SEMI ANNUAL AND ANNUAL CLEANING**

Semi-annual cleaning should be done during holidays and breaks. Annual cleaning should be done during summer breaks.

1. Composition floors should be cleaned and refinished semi-annually, refinishing traffic areas monthly.
2. Carpet - Clean all carpet annually. Clean corridors, lounge and art room quarterly.
3. Windows - Wash all windows inside and outside annually.

**21. ADDITIONAL HOLIDAY AND SCHOOL BREAK CLEANING**

1. Air Vents
2. Spot Wash Walls
3. Partition Glass in Classrooms
4. Thorough Dusting
5. Detail Vacuuming
6. Clean and Polish Office Furniture
7. Clean all Table Tops and Counters
8. Rest Room Walls
9. Vacuum and Spot Clean Upholstered Office Furniture

**22. SUMMER CLEANING**

1. Clean all light fixtures, inside and outside, including fluorescent tubes
2. Clean all air vents
3. Wash all furniture including desks, tables, file cabinets, storage cabinets, chairs, bookcases, tables, office furniture, glass top furniture, lunch room tables, etc.
4. Clean all venetian blinds
5. Wash all trash cans
6. Wash all walls
7. Scrub and refinish all tile floors including the kitchen
8. Shampoo all carpets

9. Wash all windows- inside and out
10. Scrub restroom walls and floor
11. Clean baseboards
12. Wash all chalkboards
13. Clean all partitions in rest rooms, all fixtures and mirrors

**23. YEAR ROUND SCHOOL SCHEDULES**

These are addition tasks:

1. Move teacher storage carts from room being tracked out into storage area.
2. Move storage carts from storage area into proper classrooms (approximate total time - five (5) man hours).

The above listed tasks are to be provided in addition to normal cleaning.

In a year-round school annual, semi-annual and quarterly cleaning tasks must be carried out in a very systematic manner because there are no large blocks of time in which to concentrate on deep cleaning. This must be done by pre-arranged schedule at a time best suited for the task and with the approval of the Principal and the County's Custodial Supervisor.

**24. GENERAL CONDITIONS PROCEDURES AND MATERIAL STANDARDS**

Floor Reach Dusting

A. Cloths:

For removing finger marks from desk tops and other surfaces, use a damp untreated cloth. Use dry for occasional dusting on other furniture.

B. Procedure:

- 1) Top (horizontal) dusting consists of removing dust from the tops of desks, tables, Phone Center display areas, filing cabinets, radiators, etc.
- 2) Complete (high) dusting consists of removing dust of over-all or thorough dusting of furniture, building equipment, and all floor reach surfaces.

C. Precautions:

- 1) Never shake out dust cloths in room areas. Dusting cloths should be placed in a pail for disposal.
- 2) Any defective, broken or loose objects, or hazardous conditions observed while dusting should be reported immediately to the Company representative.

**25. Floor Sweeping and Carpet Maintenance**

All areas should be inspected and debris removed to prevent slip hazards like candy wrappers, paper clips or other debris. All areas shall be mopped to remove spills, stains, and to maintain a clean appearance.

Sweep lobbies, public offices, etc. as often as needed to maintain a consistently clean appearance.

Dustless sweeping of smooth floors, such as resilient coverings, ceramic tile, terrazzo, marble or smooth concrete, consists of sweeping the surface with a treated cloth or dust mop. Disposable cloths should be used in equipment areas.

Carpets should be vacuumed and vacuum bags must be emptied daily. Spot cleaning of carpets should be done as often as needed to maintain a clean appearance.

**26. Floor Mopping and Scrubbing**

- A. Damp mopping may be used when dusting or sweeping is ineffective for routine care of terrazzo, marble, tile, or resilient floor coverings. Caution signs should be posted at all access points during damp mopping.
- B. Wet mopping removes medium soil from the floors. All furniture should be removed before starting, and caution signs posted at all access points. Black marks in floor may require additional scrubbing with an abrasive pad. (Never use steel wool for this operation.) Care should be taken to avoid getting any water or cleaning solutions into electrical or telephone outlets or floor moldings, as service failure may result.
- C. Scrubbing procedures utilize a floor machine instead of a mop. Care should be exercised to avoid hitting equipment or other items with the floor machine.
- D. Spot cleaning non-carpeted areas is performed in the same manner as overall mopping or scrubbing. The edges of the spot being cleaned should be rubbed with a wrung mop to minimize a patched effect. When spot cleaning, care must be taken to avoid spilling cleaning solution or rinse water on adjacent areas.
- E. Safety Precautions
  - 1) "CAUTION - WET FLOOR" signs should be posted during mopping operations, and should block off the area being cleaned.
  - 2) Mop handles should always be controlled so that they will not strike equipment, furniture, overhead light fixtures or ceilings.
- F. Maintenance and routine care procedures for applying and maintaining resilient floor finishes shall be outlined by the offeror and submitted to the County for approval.

## **27. Floor Waxing**

- A. Waxing resilient floor coverings should assure maximum resistance to slipping.
- B. To avoid a wax buildup, only the first coat of wax should be applied over the entire floor. Additional coats should be applied within four to six inches of walls, partitions, files and other permanently placed objects.
- C. The following summarizes the measures which must be taken to minimize the possibility of slipping and falling accidents on waxed floors:
  - 1) Keep floors clean and dry
  - 2) Keep floor well waxed and maintain adequate coatings in traffic lanes
  - 3) Uniform coatings should be maintained over the entire floor, except as noted in Paragraph 4. B. The use of different co-efficients of friction should be avoided on the same floor.
  - 4) Floors given an application of wax should be thoroughly dry before traffic is permitted on it.
  - 5) Periodic polishing of floors will increase slip resistance.
  - 6) Floor mats should be placed at all entrances during wet weather periods.
- D. Maintenance and routine care procedures for floor preparations, application of floor wax, and polishing methods shall be outlined by the offeror and submitted to the County for approval.



## **28. Hard Floors**

- A. The three main types of hard floors are marble, terrazzo, and travertine. Marble is sensitive to acids, which will cause etching and permanent damage to the surface. Terrazzo is a combination of marble chips and grout and used for floor and base work in hallways and lobbies.
- B. Cleaning of hard floors consists of dustless sweeping or damp mopping, depending on soil conditions. Wet mopping and scrubbing may be used sparingly on hard floors, never use any silica abrasives, as they will scratch the marble. No waxes, varnish sealers, or the like are necessary for the maintenance of these floors.

## **29. Concrete Floors**

- A. Concrete floor sweeping is divided into two classifications, pickup sweeping and overall sweeping. Pickup sweeping is used for the removal of light, random debris. Overall sweeping is for general dirt, including oil-absorbing powders.
- B. Oil deposits should be covered with a coarsely ground oil-absorbent powder which should be treated so that it does not cake when wet. The powder should be left on the oil stains between overall cleanings, to assure that most of the oil will be absorbed.
- C. Hosing of garage floors may become necessary from time to time. Caution should be taken during hosing to prevent splashing of water onto the walls, and to prevent slipping on the wet floor. It is advised that as many vehicles as possible be removed from the garage before hosing begins. If this is impractical, clear limited areas of the garage and hose in sections.
- D. Washing of sweeping compounds or excess floor cleaners into floor drains should be avoided. To prevent clogging, the drain sumps should be checked periodically to remove any dirt or trash.

## **30. Restroom Maintenance**

- A. Rest Rooms must be maintained both for appearance and sanitation.
- B. Routines for cleaning should include the following operations:
  - 1) Clean and Dust Furniture, Window Ledges, etc.
  - 2) Fill all Dispensers
  - 3) Empty Waste Baskets
  - 4) Empty and Re-line Sanitary Napkin Containers
  - 5) Clean and Disinfect Toilet Bowls and Urinals
  - 6) Clean and Disinfect Lavatories
  - 7) Clean and Disinfect Stall Partitions, Handles, Dispensers, Doors, Mirrors, Windows and Metal Trim
  - 8) Damp Mop Floors and Baseboards
- C. Always post a caution sign when floors are being cleaned. Wedge the door open as a signal to employees that the restroom is being cleaned.
- D. Cleaning Requirements:
  - 1) Toilet Bowls and Urinals
    - a) Scrub Flush Holes under the Rim
    - b) Scrub inside the Bowl Down to and Including the Trap
    - c) Wash the Seat Top and Bottom
    - d) Wash Outside of Bowl
    - e) Check for Accumulation under the Edge
    - f) Disinfect all Fixtures
  - 2) Lavatories
    - a) Clean the Top and Inside of Basins with Scouring Powder
    - b) Rinse Thoroughly and Dry with Utility Cloth
    - c) Wash the Underside of Fixtures
    - d) Disinfect all Fixtures

- 3) Metal Fixtures and Mirrors
  - a) Wash and Wipe Dry all Metal Fixtures, Including Door Knobs, Mirror Frames, Soap Dispensers, Kick Plates, etc.
  - b) Wash and Disinfect Stall Partitions and Walls around Toilet Areas (include handles)

**31. INVOICE BILLING**

Offeror must submit detailed invoices to the Project Manager for the previous month of service. Invoices and reports will be required to be submitted at the same time. Offeror must submit detailed monthly invoice billing statements, to include, the dates and types of services.

**32. TERM:**

The term of the awarded agreement will be is one (1) year from date of the fully executed date. The County reserves the right to extend the term of the services for the period specified in Statement of Services. The County may extend the term of the agreement, in two (2), one (1) year increments, by written notice to the offeror by the expiration date of the agreement or within 30 days after funds are made available for exercising the option, whichever is later.

**33. INCIDENT REPORT REQUIREMENT**

The offeror shall report all incidents of suspected theft, fraud, or other employee misconduct to County Purchasing Manager and the County Project Manager immediately upon discovery, of each incident. This applies to employees and contracted employees for the offeror who will be providing services or who will be handling confidential materials, supplies, or monies, for the County under the awarded agreement. The offeror, employee and contracted employees must comply and cooperate with the County on requests for information and assistance relevant to each incident reported and any ensuing investigation.

**34. CONFIDENTIAL INFORMATION-COUNTY RECORDS**

Offeror, its employees and contracted employees shall comply with the County's terms if it becomes privy to confidential information in connection with its performance hereunder. Confidential information includes, but is not necessarily limited to, any county records, personnel records, and information concerning individuals. Such information shall not include information required to be disclosed pursuant to the Colorado Open Records Act, CRS §24-72-101, et seq.

- Both parties acknowledge that information obtained and exchanged about clients in the performance of this request services is confidential. Both parties will protect all confidential information pursuant to the requirements of state and federal law. Both parties acknowledge that release of this information is subject to the requirements of federal and state law.
- Offeror, its employees and contracted employees shall keep all County records and information confidential at all times and comply with all laws and regulations concerning confidentiality of information. Any request or demand by a third party for County records and information in the possession of offeror shall be immediately forwarded to County's Purchasing Division Manager.

**35. NOTIFICATION**

Offeror shall notify its agent, employees, subcontractors and assignees who may come into contact with County records and confidential information that each is subject to the confidentiality requirements set forth herein, and shall provide each with a written explanation of such requirements before permitting them to access such records and information.

**36. USE, SECURITY, AND RETENTION**

Confidential information of any kind shall not be distributed or sold to any third party or used by offeror or its agents in anyway, except as approved in writing by the County. Offeror shall provide and maintain a secure environment that ensures confidentiality of all County records and other confidential information wherever located. Confidential information shall not be retained in any files or otherwise by offeror or its agents, except as permitted in the Agreement or approved in writing by County.

**37. DISCLOSURE-LIABILITY**

Disclosure of County records or other confidential information by offeror for any reason may be cause for legal action by third parties against offeror, County or their respective agents. Offeror shall indemnify, save, and hold harmless County its employees and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees and related costs, incurred as a result of any act or omission by offeror, or its employees, agents, subcontractors, or assignees.

**38. STANDARD AND MANNER OF PERFORMANCE**

Offeror shall perform its obligations in accordance with the highest standards of care, skill and diligence in offeror's industry, trade, or profession and in the sequence and manner set forth in the scope of work.

**39. FEE SCHEDULE**

The offeror must submit fees in the format of the **Fee Schedule (Attachment A)** for the initial year of the award, and two (2) option years. A separate Fee Schedule should be provided for each year. The offeror's fees for the options years will be used for evaluation and award consideration.

**40. CONFLICT OF INTEREST:**

The offeror warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services being required under the solicitation.

**41. INDEPENDENT OFFEROR:**

Offeror shall perform its duties hereunder as an independent contractor and not as an employee. Neither offeror nor any agent or employee of offeror shall be deemed to be an agent or employee of the County. Offeror and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the County and the County shall not pay for or otherwise provide such coverage for offeror or any of its agents or employees. Unemployment insurance benefits will be available to offeror and its employees and agents only if such coverage is made available by offeror or a third party. Offeror shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to the Agreement.

Offeror shall not have authorization, express or implied, to bind the County to any agreement, liability or understanding, except as expressly set forth in the agreement. Offeror shall (a) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (b) provide proof thereof when requested by the County, and (c) be solely responsible for its acts and those of its employees and agents.

**42. NONDISCRIMINATION:**

The offeror 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 offeror 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.

The offeror will cause the foregoing provisions to be inserted in all subcontracts for any work covered by the 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.

**43. COMPLIANCE WITH LAWS:**

During the performance of the scope of services under the awarded Agreement, the offeror agrees to strictly adhere to all applicable federal, state, and local laws, rules and regulations, including all licensing and permit requirements. The offeror 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. The offeror 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 offeror expressly agrees to comply with the privacy and security requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) when exposed to or provided with any data or records under the awarded agreement that are considered to be "Protected Health Information."

**44. SUPPLEMENTAL FEDERAL PROVISIONS- (FFATA) - Section following this page**

State of Colorado Supplemental Provisions for Federally Funded Contracts, Grants, and Purchase Orders Subject to The Federal Funding Accountability and Transparency Act of 2006 (FFATA), As Amended Revised as of 3-20-13

The contract, grant, or purchase order to which these Supplemental Provisions are attached has been funded, in whole or in part, with an Award of Federal funds. In the event of a conflict between the provisions of these Supplemental Provisions, the Special Provisions, the contract or any attachments or exhibits incorporated into and made a part of the contract, the provisions of these Supplemental Provisions shall control.

**1. Definitions.** For the purposes of these Supplemental Provisions, the following terms shall have the meanings ascribed to them below.

- 1.1.1. Grants;
- 1.1.2. Contracts;
- 1.1.3. Cooperative agreements, which does not include cooperative research and development agreements (CRDA) pursuant to the Federal Technology Transfer Act of 1986, as amended (15 U.S.C. 3710);
- 1.1.4. Loans;
- 1.1.5. Loan Guarantees;
- 1.1.6. Subsidies;
- 1.1.7. Insurance;
- 1.1.8. Food commodities;
- 1.1.9. Direct appropriations;
- 1.1.10. Assessed and voluntary contributions; and

- 1.1.11. Other financial assistance transactions that authorize the expenditure of Federal funds by non-Federal Entities.

Award **does not** include:

- 1.1.12. Technical assistance, which provides services in lieu of money;
- 1.1.13. A transfer of title to Federally-owned property provided in lieu of money; even if the award is called a grant;
- 1.1.14. Any award classified for security purposes; or
- 1.1.15. Any award funded in whole or in part with Recovery funds, as defined in section 1512 of the American Recovery and Reinvestment Act (ARRA) of 2009 (Public Law 111-5).

1.2. “Contract” means the contract to which these Supplemental Provisions are attached and includes all Award types in §1.1.1 through 1.1.11 above.

1.3. “Contractor” means the party or parties to a Contract funded, in whole or in part, with Federal financial assistance, other than the Prime Recipient, and includes grantees, subgrantees, subrecipients, and borrowers. For purposes of Transparency Act reporting, Contractor does not include Vendors.

1.4. **Data Universal Numbering System (DUNS) Number**” means the nine-digit number established and assigned by Dun and Bradstreet, Inc. to to uniquely identify a business entity. Dun and Bradstreet’ website may be found at:  
<http://fedgov.dnb.com/webform>.

1.5. “**Entity**” means all of the following as defined at 2 CFR part 25, subpart C;

- 1.5.1. A governmental organization, which is a State, local government, or Indian Tribe;
- 1.5.2. A foreign public entity;
- 1.5.3. A domestic or foreign non-profit organization;
- 1.5.4. A domestic or foreign for-profit organization; and
- 1.5.5. A Federal agency, but only a Subrecipient under an Award or Subaward to a non-Federal entity.

1.6. “**Executive**” means an officer, managing partner or any other employee in a management position.

1.7. “**Federal Award Identification Number (FAIN)**” means an Award number assigned by a Federal agency to a Prime Recipient.

1.8. “**FFATA**” means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252. FFATA, as amended, also is referred to as the “Transparency Act.”

1.9. “**Prime Recipient**” means a Colorado State agency or institution of higher education that receives an Award.

1.10. “**Subaward**” means a legal instrument pursuant to which a Prime Recipient of Award funds awards all or a portion of such funds to a Subrecipient, in exchange for the Subrecipient’s performance of all or any portion of the substantive project or program for which the Award was granted.

1.11. **Subrecipient**” means a non-Federal Entity (or a Federal agency under an Award or Subaward to a non-Federal Entity) receiving Federal funds through a Prime Recipient to support the performance of the Federal project or program for which the Federal funds were awarded. A Subrecipient is subject to the terms and conditions of the

Federal Award to the Prime Recipient, including program compliance requirements. The term "Subrecipient" includes and may be referred to as Subgrantee.

- 1.12. **"Subrecipient Parent DUNS Number"** means the subrecipient parent organization's 9-digit Data Universal Numbering System (DUNS) number that appears in the subrecipient's System for Award Management (SAM) profile, if applicable.
- 1.13. **"Supplemental Provisions"** means these Supplemental Provisions for Federally Funded Contracts, Grants, and Purchase Orders subject to the Federal Funding Accountability and Transparency Act 2006, As Amended, as may be revised pursuant to ongoing guidance from the relevant Federal or State of Colorado agency or institution of higher education.
- 1.14. **"System for Award Management (SAM)"** means the Federal repository into which an Entity must enter the information required under the Transparency Act, **which may be found at <http://www.sam.gov>.**
- 1.15. **"Total Compensation"** means the cash and noncash dollar value earned by an Executive during the Prime Recipient's or Subrecipient's preceding fiscal year and includes the following:
  - 1.15.1. Salary and bonus;
  - 1.15.2. Awards of stock, stock options, and stock appreciation rights, using the dollar recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2005) (FAS 123R), Shared Based Payments;
  - 1.15.3. Earnings for services under non-equity incentive plans, not including group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of Executives and are available generally to all salaried employees;
  - 1.15.4. Change in present value of defined benefit and actuarial pension plans;
  - 1.15.5. Above-market earnings on deferred compensation which is not tax-qualified;
- 1.16. **"Transparency Act"** means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252. The Transparency Act also is referred to as FFATA.
- 1.17. **"Vendor"** means a dealer, distributor, merchant or other seller providing property or services required for a project or program funded by an Award. A Vendor is not a Prime Recipient or a Subrecipient and is not subject to the terms and conditions of the Federal award. Program compliance requirements do not pass through to a Vendor.

2. **Compliance.** Contractor shall comply with all applicable provisions of the Transparency Act and the regulations issued pursuant thereto, including but not limited to these Supplemental Provisions. Any revisions to such provisions or regulations shall automatically become a part of these Supplemental Provisions, without the necessity of either party executing any further instrument. Adams County may provide written notification to Contractor of such revisions, but such notice shall not be a condition precedent to the effectiveness of such revisions.

**3. System for Award Management (SAM) and Data Universal Numbering System (DUNS) Requirements.**

- 3.1. SAM.** Contractor shall maintain the currency of its information in SAM until the Contractor submits the final financial report required under the Award or receives final payment, whichever is later. Contractor shall review and update SAM information at least annually after the initial registration, and more frequently if required by changes in its information.
- 3.2. DUNS.** – Contractor shall provide its DUNS number to its Prime Recipient, and shall update Contractor's information in Dun & Bradstreet, Inc. at least annually after the initial registration, and more frequently if required by changes in Contractor's information.

**4. Total Compensation.** Contractor shall include Total Compensation in SAM for each of its five most highly compensated Executives for the preceding fiscal year if:

- 4.1.** The total Federal funding authorized to date under this award is \$25,000 or more; and
- 4.2. In the preceding fiscal year, Contractor received:**
  - 4.2.1.** 80% or more of its annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and
  - 4.2.2.** \$25,000,000 or more in annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and
- 4.3.** The public does not have access to information about the compensation of the Executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d) or section 6104 of the Internal Revenue Code of 1986.

**5. Reporting.** Contractor shall report data elements to SAM and to the Prime Recipient as required in §7 below if Contractor is a Subrecipient for the Award pursuant to the Transparency Act. No direct payment shall be made to Contractor for providing any reports required under these Supplemental Provisions and the cost of producing such reports shall be included in the Contract price. The reporting requirements in §7 below are based on guidance from the US Office of Management and Budget (OMB), and as such are subject to change at any time by OMB. Any such changes shall be automatically incorporated into this Contract and shall become part of Contractor's obligations under this Contract, as provided in §2 above. The Colorado Office of the State Controller will provide summaries of revised OMB reporting requirements at <http://www.colorado.gov/dpa/dfp/sco/FFATA.htm>.

**6. Effective Date and Dollar Threshold for Reporting.** The effective date of these Supplemental Provisions apply to new Awards as of October 1, 2010. Reporting requirements in §7 below apply to new Awards as of October 1, 2010, if the initial award is \$25,000 or more. If the initial Award is below \$25,000 but subsequent Award modifications result in a total Award of \$25,000 or more, the Award is subject to the reporting requirements as of the date the Award exceeds \$25,000. If the initial Award is \$25,000 or more, but funding is subsequently de-obligated such that the total award amount falls below \$25,000, the Award shall continue to be subject to the reporting requirements.

**7. Subrecipient Reporting Requirements.** If Contractor is a Subrecipient, Contractor shall report as set forth below.

- 7.1 **To SAM.** A Subrecipient shall register in SAM and report the following data elements in SAM *for each* Federal Award Identification Number no later than the end of the month following the month in which the Subaward was made:
  - 7.1.1 Subrecipient DUNS Number;
  - 7.1.2 Subrecipient DUNS Number + 4 if more than one electronic funds transfer (EFT) Account;
  - 7.1.3 Subrecipient Parent DUNS Number;
  - 7.1.4 Subrecipient's address, including: Street Address, City, State, Country, Zip + 4, and Congressional District;
  - 7.1.5 Subrecipient top 5 highly compensated Executives if the criteria in §4 above are met;and
  - 7.1.6 Subrecipient Total Compensation of top 5 highly compensated Executives if criteria in §4 met.

**7.2 To Prime Recipient.** A Subrecipient shall report to its Prime Recipient, upon the effective date of the Contract, the following data elements:

- 7.2.1 Subrecipient's DUNS Number as registered in SAM.
- 7.2.2 Primary Place of Performance Information, including: Street Address, City, State, Country, Zip code + 4, and Congressional District.

**8. Exemptions.**

- 8.1 These Supplemental Provisions do not apply to an individual who receives an Award as a natural person, unrelated to any business or non-profit organization he or she may own or operate in his or her name.
- 8.2 A Contractor with gross income from all sources of less than \$300,000 in the previous tax year is exempt from the requirements to report Subawards and the Total Compensation of its most highly compensated Executives.
- 8.3 Effective October 1, 2010, "Award" currently means a grant, cooperative agreement, or other arrangement as defined in Section 1.1 of these Special Provisions. On future dates "Award" may include other items to be specified by OMB in policy memoranda available at the OMB Web site; Award also will include other types of Awards subject to the Transparency Act.
- 8.4 There are no Transparency Act reporting requirements for Vendors.

**9. Event of Default.** Failure to comply with these Supplemental Provisions shall constitute an event of default under the awarded Agreement and Adams County may terminate the Agreement upon 30 days prior written notice if the default remains uncured five calendar days following the termination of the 30 day notice period. This remedy will be in addition to any other remedy available to the Adams County under the Agreement, at law or in equity.