

ADAMS COUNTY, COLORADO
PURCHASE OF SERVICE AGREEMENT

THIS AGREEMENT ("Agreement") is made this 24th day of October 2012, by and between the Adams County Board of County Commissioners, located at 4430 S. Adams Parkway, Brighton, Colorado 80601, hereinafter referred to as the "County," and TRS Incorporated located at 6621 W. 56th Ave. Arvada, CO 80002, 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 and the Contractor's response to the Bid 2012.160, On Call Graffiti Removal Services, 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. The contractor shall obtain all licenses and permits required for this scope of work.
- 1.3. Emergency Services: In the event the Adams County Board of County Commissioners declares an emergency, the County may request additional services (of the type described in this Agreement or otherwise within the expertise of Contractor) to be performed by Contractor. If County requests such additional services, Contractor shall provide such services in a timely fashion given the nature of the emergency, pursuant to the terms of this Agreement. Unless otherwise agreed to in writing by the parties, Contractor shall bill for such services at the rates provided for in this Agreement.

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

3. TERM: The term of this Agreement shall be from November 1, 2012 through November 1, 2013.

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

Pressurized Cleaning-Up to 10'	\$10.00/Sq ft
Pressurized Cleaning-Over 10'	\$10.00/Sq ft
Painting up to 10'	\$5.00/Sq ft
Painting over 10'	\$5.00/Sq ft

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.

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

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

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

- 8.1.1. Each Occurrence \$1,000,000
- 8.1.2. General Aggregate \$2,000,000

- 8.2. Comprehensive Automobile Liability Insurance: to include all motor vehicles owned, hired, leased, or borrowed.
- | | | |
|--------|-------------------------------|-----------------------------|
| 8.2.1. | Bodily Injury/Property Damage | \$1,000,000 (each accident) |
| 8.2.2. | Personal Injury Protection | Per Colorado Statutes |
- 8.3. Workers' Compensation Insurance: Per Colorado Statutes
- 8.4. Professional Liability Insurance: to include coverage for damages or claims for damages arising out of the rendering, or failure to render, any professional services.
- | | | |
|--------|-----------------|-------------|
| 8.4.1. | Each Occurrence | \$1,000,000 |
|--------|-----------------|-------------|
- 8.4.2. This insurance requirement applies only to Contractors who are performing services under this Agreement as professionals licensed under the laws of the State of Colorado, such as physicians, lawyers, engineers, nurses, mental health providers, and any other licensed professionals.
- 8.5. Adams County as "Additional Insured": The Contractor's commercial general liability, comprehensive automobile liability, and professional liability insurance policies and/or certificates of insurance shall be issued to include Adams County as an "additional insured," and shall include the following provisions:
- 8.5.1. Underwriters shall have no right of recovery or subrogation against the County, it being the intent of the parties that the insurance policies so effected shall protect both parties and be primary coverage for any and all losses resulting from the actions or negligence of the Contractor.
- 8.5.2. The insurance companies issuing the policy or policies shall have no recourse against the County for payment of any premiums due or for any assessments under any form of any policy.
- 8.5.3. Any and all deductibles contained in any insurance policy shall be assumed by and at the sole risk of the Contractor.
- 8.6. Licensed Insurers: All insurers of the Contractor must be licensed or approved to do business in the State of Colorado. Upon failure of the Contractor to furnish, deliver and/or maintain such insurance as provided herein, this Agreement, at the election of the County, may be immediately declared suspended, discontinued, or terminated. Failure of the Contractor in obtaining and/or maintaining any required insurance shall not relieve the Contractor from any liability under this Agreement, nor shall the insurance requirements be construed to conflict with the obligations of the Contractor concerning indemnification.
- 8.7. Endorsement: Each insurance policy herein required shall be endorsed to state that coverage shall not be suspended, voided, or canceled without thirty (30)

days prior written notice by certified mail, return receipt requested, to the County.

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

9. TERMINATION:

- 9.1. For Cause: If, through any cause, the Contractor fails to fulfill its obligations under this Agreement in a timely and proper manner, or if the Contractor violates any of the covenants, conditions, or stipulations of this Agreement, the County shall thereupon have the right to immediately terminate this Agreement, upon giving written notice to the Contractor of such termination and specifying the effective date thereof.
- 9.2. For Convenience: The County may terminate this Agreement at any time by giving written notice as specified herein to the other party, which notice shall be given at least thirty (30) days prior to the effective date of the termination. If this Agreement is terminated by the County, the Contractor will be paid an amount that bears the same ratio to the total compensation as the services actually performed bear to the total services the Contractor was to perform under this Agreement, less payments previously made to the Contractor under this Agreement.

10. MUTUAL UNDERSTANDINGS:

- 10.1. Jurisdiction and Venue: The laws of the State of Colorado shall govern as to the interpretation, validity, and effect of this Agreement. The parties agree that jurisdiction and venue for any disputes arising under this Agreement shall be in Adams County, Colorado.
- 10.2. Compliance with Laws: During the performance of this Agreement, the Contractor agrees to strictly adhere to all applicable federal, state, and local laws, rules and regulations, including all licensing and permit requirements. The parties hereto aver that they are familiar with § 18-8-301, et seq., C.R.S. (Bribery and Corrupt Influences), as amended, and § 18-8-401, et seq., C.R.S. (Abuse of Public Office), as amended, and that no violation of such provisions are present. 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) when exposed to or provided with any data or records under this Agreement that are considered to be "Protected Health Information."
- 10.3. OSHA: Contractor shall comply with the requirements of the Occupational Safety and Health Act (OSHA) and shall review and comply with the County's

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

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

Adams County Attorney's Office 4430 S. Adams Parkway Brighton, Colorado 80601 Phone: 720-523-6116 Fax: 720-523-6114
Adams County Facilities Operations Contact: Mr. Mike Goins Address: 4430 S. Adams Parkway Phone: 720-523-6006 Fax: 720-523-6068 E-mail: mgoins@adcogov.org

TRS Incorporated
6621 W. 56th
Ave. Arvada, CO 80002
Contact: Nick Williams
Phone: 303-499-6722
Fax: 303-499-1803
E-mail: nwilliams@TRSinc.us

- 10.9. Integration of Understanding: This Agreement contains the entire understanding of the parties hereto and neither it, nor the rights and obligations hereunder, may be changed, modified, or waived except by an instrument in writing that is signed by the parties hereto.
- 10.10. Severability: If any provision of this Agreement is determined to be unenforceable or invalid for any reason, the remainder of this Agreement shall remain in effect, unless otherwise terminated in accordance with the terms contained herein.
- 10.11. Authorization: Each party represents and warrants that it has the power and ability to enter into this Agreement, to grant the rights granted herein, and to perform the duties and obligations herein described.

11. CHANGE ORDERS OR EXTENSIONS:

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

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

- 12.1. The Contractor shall certify participation in the E-Verify Program (the electronic employment verification program that is authorized in 8 U.S.C. § 1324a and jointly administered by the United States Department of Homeland Security and the Social Security Administration, or its successor program) or the Department Program (the employment verification program established by

the Colorado Department of Labor and Employment pursuant to C.R.S. § 8-17.5-102(5)) on the attached certification.

- 12.2. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.
- 12.3. The Contractor shall not enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.
- 12.4. At the time of signing this public contract for services, the Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this public contract for services through participation in either the E-Verify Program or the Department Program.
- 12.5. The Contractor shall not use either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this public contract for services is being performed.
- 12.6. If Contractor obtains actual knowledge that a subcontractor performing work under this public contract for services knowingly employs or contracts with an illegal alien, the Contractor shall: notify the subcontractor and the County within three days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to the previous paragraph, the subcontractor does not stop employing or contracting with the illegal alien; except that the contractor shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.
- 12.7. Contractor shall comply with any reasonable requests by the Department of Labor and Employment (the Department) made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. § 8-17.5-102(5).
- 12.8. If Contractor violates this Section, of this Agreement, the County may terminate this Agreement for breach of contract. If the Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the County.


CONTRACTOR'S CERTIFICATION OF COMPLIANCE

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


CONTRACTOR:



TRS Incorporated



Date



Name (Print or Type)



Signature



Title

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

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

Board Of County Commissioners Adams County, Colorado	
Chair <u><i>W.R. Funk</i></u>	<u>10-24-12</u> Date
Attest: Karen Long Clerk and Recorder	Approved as to Form
<u><i>Keisha Hux</i></u> Deputy Clerk	<u><i>D. Covert</i></u> Adams County Attorney's Office
TRS Incorporated <u><i>AK</i></u>	
<u><i>Nick Williams</i></u> Name:	
<u><i>Senior Vice President</i></u> Title:	<u><i>10/23/12</i></u> Date:
COUNTY OF <u>Jefferson</u>) STATE OF COLORADO)ss.	
Signed and sworn to before me this <u>18th</u> day of <u>October</u> , 2012 by	
<u><i>Nicholas Williams</i></u> ,	<div style="border: 1px solid black; padding: 5px; display: inline-block;">AMBER JOY BULLOCK NOTARY PUBLIC STATE OF COLORADO My Commission Expires 04/25/16</div>
<u><i>Amber Joy Bullock</i></u> Notary Public	
My commission expires on: <u>04/25/2016</u>	

EXHIBIT A

1. The Adams County Board of Commissioners by and through its Purchasing Manager is accepting proposals for Graffiti Removal Services for the Adams County Sheriff's Department. The term of this agreement will be for one (1) year 1 with an option to renew for two (2) additional one (1) year terms.
 - 1.1 **All RFP, Bid, Addendum or other documents related to this RFP will be posted on the Rocky Mountain Bid System at:**
http://www.govbids.com/scripts/co1/public/home1.asp?utm_medium=referral&utm_source=ADA84CO&utm_campaign=web_site unless otherwise noted by the Purchasing Office.
 - 1.2 Vendors must register with this service to receive these documents.
 - 1.1. This service is offered free or with an annual fee for automatic notification services.
2. Written questions may be submitted through August 21, 2012. All questions are to be submitted to Ms. Jennifer Tierney, Purchasing Agent by E-mail at jtierney@adcogov.org.
3. An addendum to answer all questions will be issued no later than August 23, 2012.
4. **Proposals**
 - 4.1. Sealed proposals for consideration will be received at the office of the Purchasing Manager, Adams County Administration Building, 4430 S. Adams Parkway, Brighton, Colorado, 80601, up to **2:00 P.M.** August 30, 2012, at this time the names of the companies submitting proposals will be read out loud. The proposal opening time shall be according to our clock. Proposals may be mailed or delivered in person, but must be in a sealed envelope. No proposals will be accepted after the time and date established above, except by written addenda.
 - 4.2. The proposal must be submitted on a CD in PDF Format **as one document** if possible. Brochures or other supportive documents may be included with the proposal narrative.
 - 4.3. The two proposal signature pages "**CONTRACTOR'S CERTIFICATION OF COMPLIANCE**" Pursuant to Colorado Revised Statute (C.R.S.), § 8-17.5-101, *et. seq.*, as amended 5/13/08 and the "**PROPOSAL FORM**" acknowledging the receipt of addendum(s) must be signed and included as hard copy with the CD. These are the last two pages of the RFP.
 - 4.4. Proposals may not be withdrawn after date and hour set for closing. Failure to enter contract or honor the purchase order will be cause for removal of supplier's name from the Vendor's List for a period of twelve months from the date of this opening.

- 4.5. In submitting the proposal, the vendor agrees that acceptance of any or all proposals by the Purchasing Manager within a reasonable time or period constitutes a contract. No delivery shall become due or be accepted unless a purchase order shall first have been issued by the Purchasing Department.
- 4.6. The County assumes no responsibility for late deliveries of mail on behalf of the United States Post Office or any other delivery system.
- 4.7. The County assumes no responsibility for failure of any telephone equipment, either within its facilities or from outside causes.
- 4.8. The County assumes no responsibility for quotations being either opened early or improperly routed if the envelope is not clearly marked on the outside: **Graffiti Removal 2012.160.**
- 4.9. In the event of a situation severe enough to cause the Adams County Board of Commissioners to close Adams County Offices for any reason, the Purchasing Manager has the prerogative of rescheduling the proposal opening time and date. No proposal will be considered above all other proposals by having met the proposal opening time and date requirements to the exclusion of those who were unable to present their proposal due to a situation severe enough to cause the Commissioners to close the Adams County Offices.
- 4.10. Proposals must be furnished in the format described by Adams County. Failure to proposal in the format provided may be cause for rejection of the proposal. Proposals must be furnished exclusive of taxes.
- 4.11. No award will be made to any person, firm or corporation that is in arrears upon any obligation to the County.
- 4.12. 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.
- 4.13. The County reserves the right to waive any irregularities or informalities, and the right to accept or reject any and all proposals, including but not limited to any proposal which does not meet bonding requirements, or proposals which do not furnish the quality, or offer the availability of materials, equipment or services as required by the specifications, description or scope of services, or proposals from offerors who lack experience or financial responsibility, or proposals which are not made to form. The County reserves the right not to award proposals to the lowest and most responsive and responsible offeror, and may require new proposals.

- 4.14. The Board of County Commissioners may rescind the award of any proposal within one week thereof or at its next regularly scheduled meeting; whichever is later, when the public interest will be served thereby.
- 4.15. Issuance of this invitation does not commit Adams County to award any contract or to procure or contract for any equipment, materials or services.
- 4.16. A formal contract will be required, a sample contract has been attached as "Exhibit A", the Proposer agrees and understands a Notice of Award does not constitute a contract or otherwise create a property interest of any nature until an Agreement is signed by the awardee and the Board of County Commissioners.

5. Adams County is an Equal Opportunity Employer.

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

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

- 6.1.1. Each Occurrence \$1,000,000
- 6.1.2. General Aggregate \$2,000,000

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

- 6.2.1. Bodily Injury/Property Damage \$1,000,000 (each accident)
- 6.2.2. Personal Injury Protection Per Colorado Statutes

6.3. Workers' Compensation Insurance: Per Colorado Statutes

6.4. 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:

- 6.4.1. 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.
- 6.4.2. 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.
- 6.4.3. Any and all deductibles contained in any insurance policy shall be assumed by and at the sole risk of the Contractor.

6.5. 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.

- 6.6. 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.
- 6.7. 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.
- 6.8. The Contractor shall not commence work under this contract until they have submitted to the County and received approval thereof, certificates of insurance showing that they have complied with the foregoing insurance.
- 6.9. All referenced insurance policies and/or certificates of insurance shall be issued to include Adams County as an "additional insured." The name of the proposal or project must appear on the certificate of insurance.
- 6.10. Underwriters shall have no right of recovery or subrogation against Adams 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.
- 6.11. The clause entitled "Other Insurance Provisions" contained in any policy including Adams County as an additional insured shall not apply to Adams County.
- 6.12. The insurance companies issuing the policy or policies shall have no response against Adams County for payment of any premiums due or for any assessments under any form of any policy.
- 6.13. Any and all deductibles contained in any insurance policy shall be assumed by and at the sole risk of the Contractor.
- 6.14. If any of the said policies shall be or at any time become unsatisfactory to the County as to form or substance, or if a company issuing any such policy shall be or at any time become unsatisfactory to the County, the Contractor shall promptly obtain a new policy, submit the same to the Purchasing Manager of Adams County for approval and thereafter submit a certificate of insurance as herein above provided. Upon failure of the Contractor to furnish, deliver and maintain such insurance as provided herein, this contract, at the election of the County, may be immediately declared suspended, discontinued or terminated. Failure of the Contractor in obtaining and/or maintaining any required insurance shall not relieve the Contractor from any liability under the contract, nor shall the insurance requirements be construed to conflict with the obligations of the Contractor concerning indemnification.

7. 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.
8. COMPLIANCE WITH C.R.S. § 8-17.5-101, ET. SEQ. AS AMENDED 5/13/08: Pursuant to Colorado Revised Statute (C.R.S.), § 8-17.5-101, *et. seq.*, as amended 5/13/08, the Contractor shall meet the following requirements prior to signing this Agreement (public contract for service) and for the duration thereof:
 - 8.1. 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.
 - 8.2. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.
 - 8.3. 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.
 - 8.4. 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.
 - 8.5. 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.
 - 8.6. 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.

- 8.7. 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).
- 8.8. If Contractor violates this Section, of this Agreement, the County may terminate this Agreement for breach of contract. If the Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the County.

End General Information

9. SCOPE OF SERVICES

9.1 General Overview The Adams County Sheriff's Office is accepting proposals for on call Graffiti Removal Services for the Adams County Sheriff's Department on an on-call as needed basis. The goal of the graffiti program is to remove graffiti within 7 days of notification.

9.2 Work Orders

9.2.1 Upon Receipt of work order, service provider shall remove graffiti on public and private properties on an on-call, as-needed basis.

9.2.2 Work ordered may be given verbally, via fax or e-mailed to the service provider. All verbal requests will be followed with a written work order and copy of the Private Property Waiver Form (attached as Exhibit "A"). Should the sheriff not be able to obtain the Waiver form from the property owner, it will be the responsibility of the service provider to obtain the signed form prior to commencement of work.

9.2.3 Work Orders will note the request date, address of the work, description of the work required, whether it is an emergency or non-emergency and contact information of the submitters name.

9.3 Response Times Service Provider shall respond to Work Orders and shall typically arrive on site per the following:

9.3.1 Emergency Removals within days 3 days including weekends.

9.3.2 Non Emergency Removals within 7 days.

9.3.4 All response times are subject to weather conditions, removals may be delayed due to inclement weather conditions. While work orders will be issued when the temperature is below freezing, the sheriff's department anticipates the work shall be done when the temperature is above 35 degrees.

9.3.5 In the event the Service Provider arrives at a work site and finds the work is not required because the property owner has already removed the graffiti from the site, the Service Provider shall immediately notify the responsible Sheriff's Department employee requesting the work. In this case, the Service Provider shall be allowed to bill a mobilization charges as specified in the schedule of charges.

9.4 **Billing** Invoices shall include a copy of the work order and a photo of the site before and after the work has been performed.

9.5 **Work Requirements** The Service Provider shall provide all necessary labor, equipment and supplies necessary to perform graffiti removal.

9.5.1 Work Area's shall be kept in a neat and orderly manner.

9.5.2 At least one person on the Service Provider's crew shall be trained and skilled in the field of graffiti removal and be responsible for the direction of labor and equipment on site. The person in charge shall be fluent in written and spoken English and accessible by cellular phone during working hours.

9.5.3 Primary methods of removal shall be via pressurized cleaning systems and/or painting. Other methods of removal that may be required shall be approved by the sheriff's department prior to commencement of work.

9.5.4 Paint Method of abatement shall match existing colors and shall be completed in a neat and panel painted system.

9.5.5 Power washing method of abatement shall:

9.5.2.1 Comply with all federal, state and local laws, ordinances (Adams County ordinance attached as Exhibit "B"), rules and regulations. This includes compliance with CDPHE-WQCD "Discharge of Process Wastewater from Power Washing Operations.

9.5.2.2 No chemicals or soaps shall be used.

9.5.2.3 The wash water may be discharged to a vegetated area as long as it does not pond or runoff

9.5.2.4 No wash water shall be discharged to state waters or storm sewers systems.

9.5.2.5 Service Provider shall be responsible for recovery of, or run-off of all chemicals generated from the work-site.

9.6 Service Provider shall provide all barricades, sign, traffic control devises and layout in accordance with the latest Federal Highway Administration Manual on Uniform Traffic Control Devises.

9.7 Service provider shall sign the standard county agreement, a sample agreement is attached as Exhibit "C"

10. Proposal Submittals, Contractor Shall Provide In PDF Format

10.1 Company Overview and Qualifications

10.1.1 Describe the qualifications of your company. Include at a minimum, the following information. Include other information as you see fit:

10.1.1.1. Company background, including total number of years in business, number of employees.

10.1.1.2. Provide a telephone number, a fax number, or an e-mail address to enable Adams County to contact you.

10.1.1.3. A brief narrative of your qualifications, certifications etc.

10.1.1.4. A minimum of 3-5 current municipal references in which you currently perform work

10.1.1.5. A listing of your equipment used for removal services

10.1.1.6. A listing of all of your subcontractors if applicable.

10.1.1.7. A description of your water collection methods, adherence to ordinances and laws regarding runoff.

10.1.1.8. Proposal Form

11. Award Criteria- Proposals will be Scored on the Following Criteria

11.1. Pricing Structure

11.2. Corporate Stability-including number of years in business, equipment, etc.

11.3. Methods of water collection

11.4. References

11.5. Methods of removal

12. Method Of Award: The award will be made to the firm whose proposal is determined to be the most advantageous to the Adams County Sheriff's Department based on criteria herein.

CONTRACTOR'S CERTIFICATION OF COMPLIANCE

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

CONTRACTOR:

Company Name

Date

Name (Print or Type)

Signature

Title

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



PROPOSAL FORM

VENDOR'S STATEMENT

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

WE THE UNDERSIGNED HEREBY ACKNOWLEDGE RECEIPT OF

Addenda # _____ Addenda # _____

If None, Please write NONE.

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



ADAMS COUNTY
COLORADO

PROPOSAL FORM CONT.

Description	Unit	Charge
Mobilization	Ea Trip	\$
Mobilization Charge for Services cancelled after arrival at site	Ea	\$
Pressurized Cleaning up to 10' above the adjacent ground	Ea	\$
Pressurized Cleaning above 10' above the adjacent ground	Ea	\$
Painting up to 10' feet above adjacent ground	Ea	\$
Painting above 10' feet above adjacent ground	Ea	\$
Other Charges- Please list out		
		\$
		\$
		\$
		\$
		\$

EXHIBIT "A"



adams county
sheriff's office

Douglas N. Darr, Sheriff

332 N. 19th Avenue, Brighton, Colorado 80601
(303) 654-1850 Fax: (303) 655-3296
E-mail: sheriff@co.adams.co.us

**Authorization to Remove Graffiti
From Private Property**

I agree to have graffiti removed from the designated property within 10 days from today's date _____

The undersigned authorizes the County of Adams to enter my private property between the hours of 6:00 a.m. and 6:00 p. m. for the purposes of removing graffiti from the premises. I understand that the removal of the graffiti will be done at no cost to me. I understand that this consent form is valid for one year from the date of signature.
CR# _____

I understand that Adams County or its contractors do not guarantee the structural or aesthetic soundness of the areas from which graffiti will be removed and that even in the exercise of due care, damage or injury to property may result.

I fully release Adams County, its employees and contractors from all claims, action or demands for damage of whatever nature to the HOA designated common property in connection with or by reason of the graffiti removal.

I agree to indemnify and hold harmless Adams County, its employees and contractors from all liability claims, including defense costs and legal fees, of any nature whatsoever arising from or connected with the graffiti removal.

I have read this form and have the authority to allow graffiti removal on the HOA designated common property. The representations I have made are true, I understand the terms, and I have voluntarily signed the form.

Business /Residential Address: _____

Authorizing Individual: _____

Authorizing Signature: _____ Date: _____

Contact Phone Number: _____

Any concerns please contact Deputy Robert Hannah 720.322.1174 or email him at rhannah@co.adams.co.us

EXHIBIT "C"
SAMPLE ONLY
ADAMS COUNTY, COLORADO
PURCHASE OF SERVICE AGREEMENT

THIS AGREEMENT ("Agreement") is made this _____ day of _____, 2011, by and between the Adams County Board of County Commissioners, located at 4430 South Adams County Parkway, Brighton, Colorado 80601, hereinafter referred to as the "County," and , located at _____, hereinafter referred to as the "Contractor." The County and the Contractor may be collectively referred to herein as the "Parties".

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

SECTION I - SERVICES OF THE CONTRACTOR

Describe services or work to be performed by Contractor. The services described must be in conformance with the bid, if any, and should incorporate the RFP and Response thereto. Please insure that there are no inconsistencies between the RFP, the Response and this Contract.

Emergency Services In the event the Adams County Board of County Commissioners declares an emergency, the County may request additional services (of the type described in this Agreement or otherwise within the expertise of Contractor) to be performed by Contractor. If County requests such additional services, Contractor shall provide such services in a timely fashion given the nature of the emergency, pursuant to the terms of this Agreement. Unless otherwise agreed to in writing by the parties, Contractor shall bill for such services at the rates provided for in this Agreement.

SECTION II - COMPLIANCE WITH C.R.S. § 8-17.5-101, ET. SEQ. AS AMENDED 5/13/08

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

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

- C. The Contractor shall not enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.
- D. 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.
- E. 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.
- F. If Contractor obtains actual knowledge that a subcontractor performing work under this public contract for services knowingly employs or contracts with an illegal alien, the Contractor shall: notify the subcontractor and the County within three days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to the previous paragraph, the subcontractor does not stop employing or contracting with the illegal alien; except that the contractor shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.
- G. Contractor shall comply with any reasonable requests by the Department of Labor and Employment (the Department) made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. § 8-17.5-102(5).
- H. If Contractor violates this Section II of this Agreement, the County may terminate this Agreement for breach of contract. If the Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the County.

SECTION III - RESPONSIBILITIES OF THE COUNTY

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

Describe other responsibilities, if any, to be performed by County.

SECTION IV - TERM

The term of this Agreement shall be from _____, through _____.

SECTION V - PAYMENT AND FEE SCHEDULE

The County shall pay the Contractor for services furnished under this Agreement, and the Contractor shall accept as full payment for those services, the sum of _____ dollars (\$).

A. Invoices

Invoices will be submitted to the County by the Contractor on a _____ (monthly, quarterly, biannual, or annual) basis for services performed under this Agreement. Payment of the invoices by the County will be made within twenty-five (25) days of the receipt thereof.

B. Fund Availability

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

SECTION VI - INDEPENDENT CONTRACTOR

In providing services under this Agreement, the Contractor acts as an independent contractor and not as an employee of the County. The Contractor shall be solely and entirely responsible for 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.**

SECTION VII - NONDISCRIMINATION

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

SECTION VIII - INDEMNIFICATION

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

SECTION IX – INSURANCE

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

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

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

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

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

Workers' Compensation Insurance: Per Colorado Statutes

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

Each Occurrence	\$1,000,000
-----------------	-------------

* 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.

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

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 effected shall protect both parties and be primary coverage for any and all losses resulting from the actions or negligence of the Contractor.

2. The insurance companies issuing the policy or policies shall have no response against the County for payment of any premiums due or for any assessments under any form of any policy.
3. Any and all deductibles contained in any insurance policy shall be assumed by and at the sole risk of the Contractor.

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.

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.

The Contractor must provide proof of the insurance coverages or policies required under this Agreement.

SECTION X - TERMINATION

A. 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.

B. For Convenience

The County may terminate the 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 the 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 the Agreement, less payments previously made to the Contractor under the Agreement.

SECTION XI - MUTUAL UNDERSTANDINGS

A. Jurisdiction and Venue

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

B. Compliance with Laws

During the performance of this Agreement, the Contractor agrees to strictly adhere to all applicable federal, state, and local laws, rules and regulations, including all licensing and permit requirements. The parties hereto aver that they are familiar with § 18-8-301, et seq., C.R.S. (Bribery and Corrupt Influences), as amended, and § 18-8-401, et seq., C.R.S. (Abuse of Public Office), as amended, and that no 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), amended by the Health Information Technology for Economic and Clinical Health Act (HITECH), passed as part of the American Recovery and Reinvestment Act of 2009, effective February 17, 2010, when exposed to or provided with any data or records under this Subcontract that are considered to be "Protected Health Information."

C. Record Retention

The Contractor shall maintain records and documentation of the services provided under this Agreement, including fiscal records, and shall retain the records for a period of three (3) years from the date this Agreement is terminated. Said records and documents shall be subject at all reasonable times to inspection, review, or audit by authorized federal, state, or County personnel.

D. Assignability

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

E. Waiver

Waiver of strict performance or the breach of any provision of this Agreement shall not be deemed a waiver, nor shall it prejudice the waiving party's right to require strict performance of the same provision, or any other provision in the future, unless such waiver has rendered future performance commercially impossible.

F. Force Majeure

Neither party shall be liable for any delay or failure to perform its obligations hereunder to the extent that such delay or failure is caused by a force or event beyond the control of such party including, without limitation, war, embargoes, strikes, governmental restrictions, riots, fires, floods, earthquakes, or other acts of God.

G. Notice

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

For the County:
Agency Name and
Adams County Attorney's Office
Address 4430
South Adams County Parkway

Brighton, Colorado 80601
Name of Contact Person Phone:
720. 523-6116
Phone:
Fax: 720. 523.6114
Fax:

For the Contractor:
Name
Address

Name of Contact Person
Phone:
Fax:

H. Integration of Understanding

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

I. 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.

J. 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.

SECTION XII - CHANGE ORDERS OR EXTENSIONS

- A. The County may, from time to time, require changes in the scope of the services of the Contractor to be performed herein including but not limited to additional instructions, additional work, and the omission of work previously ordered. Such changes, including any increases or decreases in the amount of the Contractor's compensation, must be mutually agreed upon in writing by the County and the Contractor. The Contractor shall be compensated for all authorized changes in services, pursuant to the applicable provision in the Invitation to Bid, or, if no provision exists, pursuant to the terms of the Change Order.
- B. The County may, upon mutual written agreement by the parties, extend the time of completion of services to be performed by the Contractor.

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

BOARD OF COUNTY COMMISSIONERS
ADAMS COUNTY, COLORADO

Chair

Date

ATTEST:
KAREN LONG
CLERK AND RECORDER

APPROVED AS TO FORM:

Adams County Attorney's Office

Deputy Clerk

CONTRACTOR

Name

Date

Title

Signed and sworn to before me on this _____ day of _____, 2011 by

_____.

Notary Public

My commission expires on: _____

CONTRACTOR'S CERTIFICATION OF COMPLIANCE

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

CONTRACTOR:

Company Name

Date

Name (Print or Type)

Signature

Title

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



6621 West 56th Avenue, Arvada, Colorado 80002 PH: 303-499-6722 WEB: www.TRSSinc.us
www.SparkleWashOfDenver.com



**GRAFFITI REMOVAL SERVICES FOR ADAMS COUNTY SHERIFF'S
DEPARTMENT
Project No. 2012.160**

Wednesday, August 29, 2012

Office of the Purchasing Manager
Adams County Administration Building
4430 S Adams Parkway
Brighton, CO 80601

SparkleWash of Denver (now a division of TRS Inc.) currently provides pressure washing and graffiti removal service for the Adams County Sherriff Department, and we appreciate the opportunity to continue that relationship. Enclosed please find our response to the referenced RFP.

Company Overview and Qualifications, Project No. 2012.160

10.1.1.1. COMPANY BACKGROUND

TRS Inc. is a specialized service company operating reliably as a Colorado Corporation since 1993 with extensive experience in the field of material restoration, cooling towers, water containment systems, pressure washing, and water treatment. Our experience and learned ability assures you professional, reliable, long-term results. More information can be found on our websites at www.TRSSinc.us , and www.SparkleWashOfDenver.com .

SparkleWash of Denver, a division of TRS Inc., is a franchisee of Sparkle International, the world's largest power washing company. SparkleWash of Denver employs highly trained technicians using state of the art equipment. TRS currently employs 25 individuals with a fleet of 12 service vehicles.

10.1.1.2. CONTACT INFO

- TRS phone, answered 24/7/365: 303-499-6722
- TRS Fax: 303-499-6722
- E Mail: NWilliams@TRSSinc.us
- Response
 - The SparkleWash main number is answered 24/7/365 and primary dispatch information is provided to the Pressure Washing Supervisor. The supervisor then dispatches the call to the appropriate graffiti technician. All field operations are managed by the Supervisor to ensure timely completion. Our extensive resources allow immediate response for critical situations, with guaranteed completion in less than 24 hours (weather permitting). All SparkleWash technicians carry a mobile phone; we will provide a number list to Adams County.

10.1.1.3. QUALIFICATIONS

SparkleWash of Denver (now a division of TRS Inc.) currently provides pressure washing and graffiti removal service for Adams County, and we appreciate the opportunity to continue that relationship. We believe we offer the unparalleled value of an experienced understanding in the following areas:

- ✓ Interaction with Adams County administration, billing, response, reporting, and communication
- ✓ City geography, access, and typical target areas
- ✓ The importance and value to Adams County of positive community and business relations

10.1.1.4. REFERENCES

1. *Adams County*, 4201 E 72nd Ave Suite C, Commerce City, CO 80022
Deputy Robert Hannah, Patrol Division - Graffiti, Sheriff's Office, 303-269-1417
2. *City of Greenwood Village*, 10001 East Costilla Ave, Greenwood Village, CO 80112
Kristin Holt, Public Works Supervisor, 303-434-3497
3. *City of Brighton*, 3401 Bromley Ln, Brighton, CO 80601
Tammy Shears, Code Enforcement, 303-269-9871

10.1.1.5. EQUIPMENT

- 1ea 26' box truck with 1200 gallon wash water tank and dual pump heated pressure washer
- 2ea 20' chassis van with 450 gallon wash water tank, recovery vacuum system, 250 gallon waste recovery tank, and dual pump heated pressure washer
- 2ea Cargo van with 200 gallon wash water tank and dual pump heated pressure washer
- 2ea 14' trailer with 300 gallon wash water tank and dual pump heated pressure washer
- 2ea 12' trailer with water recovery vacuum and 300 gallon waste water tank

10.1.1.6. SUBCONTRACTORS

N/A

10.1.1.7. WATER COLLECTION PROCESS

SparkleWash standard protocols require wash water reclamation using the following procedures: block off all nearby storm sewer inlets, set up hydro booms to contain wash water, connect hydro booms to vacuum recovery pump for immediate transfer to waste collection tank, transport recovered wash water for proper disposal in approved facility. SparkleWash uses high pressure, high pressure with heat, scrub and wipe, soda blasting, and painting using brushes, rollers, or paint sprayer with matching paint. Please see detailed descriptive protocol included in this document. SparkleWash can remove graffiti from metals painted or not, wood surfaces painted or not, stone or brick painted or not, concrete, asphalt, stucco, and adobe. The above applies to any surface of any object, indoors or outdoors.

General Safety

Upon arrival graffiti location is evaluated and traffic cones are set up as needed to block pedestrian and/or vehicular traffic. Safety glasses and work gloves must be worn at all times, and if cones are up employees must wear reflective safety vests and hard hats. We will locate all drains, manholes, and waterways and initiate containment and waste water recovery.

Hazardous Materials

Per the requirements of this RFP chemicals and soaps shall not be used. All pressure washing procedures by SparkleWash are developed and strictly monitored to stay in compliance with our corporate environmental awareness policy (<http://trsinc.us/environmental.html>). If cleaners, soaps, or graffiti removal agents are required and approved for use, they are carefully selected for zero environmental impact, and wash water reclaim is utilized when appropriate if the removal process will liberate any hazardous agents.

10.1.1.8. PROPOSAL FORM



ADAMS COUNTY
COLORADO

PROPOSAL FORM CONT.

Description	Unit	Charge
Mobilization	Ea Trip	\$0.00
Mobilization Charge for Services cancelled after arrival at site	Ea	\$0.00
Pressurized Cleaning up to 10' above the adjacent ground	Ea	\$10.00/ft2
Pressurized Cleaning above 10' above the adjacent ground	Ea	\$10.00/ft2
Painting up to 10' feet above adjacent ground	Ea	\$5.00/ft2
Painting above 10' feet above adjacent ground	Ea	\$5.00/ft2
Other Charges- Please list out		
		\$
		\$
		\$
		\$
		\$

CONTRACTOR'S CERTIFICATION OF COMPLIANCE

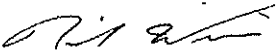
Pursuant to Colorado Revised Statute, § 8-17.5-101, *et seq.*, as amended 5/13/08, as a prerequisite to entering into a contract for services with Adams County, Colorado, the undersigned Contractor hereby certifies that at the time of this certification, Contractor does not knowingly employ or contract 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:

TRS Incorporated
Company Name

08/17/12
Date

Nick Williams
Name (Print or Type)


Signature

Senior Vice President
Title

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



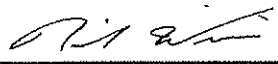
PROPOSAL FORM

VENDOR'S STATEMENT

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

WE THE UNDERSIGNED HEREBY ACKNOWLEDGE RECEIPT OF

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

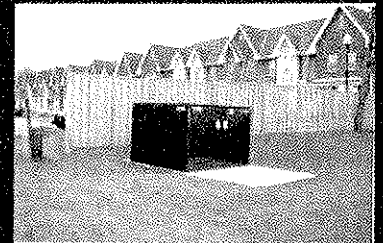
TRS Incorporated	08/17/12
Company Name	Date
6621 W 56th Ave	
Address	Signature
Arvada, CO, 80002	Nick Williams
City, State, Zip Code	Printed Name
Jefferson	Senior Vice President
County	Title
303-499-6722	303-499-1803
Telephone	Fax
NWilliams@TRSInc.us	
E-mail Address	



of Denver
SparkleWash[®]
INTERNATIONAL
Safe, On-Site Cleaning & Restoration

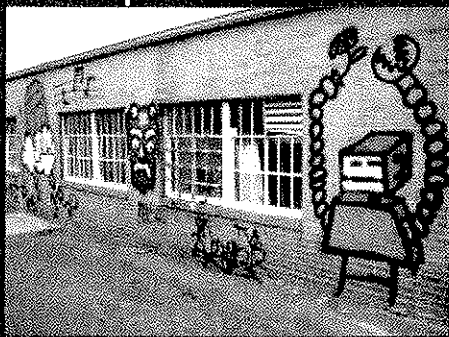
professional & advanced..

pressure cleaning & restoration



patented technology..

superior results



The Leader in Asset Protection & Property Appeal.

We Safely & Quickly remove graffiti from all types of surfaces—brick, concrete, stone, metal.

We Remove gum, dirt, oil, grease, rust stains and more to improve the image of your property.

We also **Protect** concrete from spalling and cracking by sealing with V-Seal products. Salt, oil and other dirt are prevented from penetrating into the concrete.

Commercial - Residential - Educational - Retail - Industrial

Ask us about our concrete maintenance programs too!

Improve your curb appeal and call SparkleWash today!

10% off any initial monthly maintenance contract.

**Free Estimates
Referrals Available
Fully Insured**

www.sparklewash.com