

**ADAMS COUNTY
PROFESSIONAL SERVICE AGREEMENT**

THIS AGREEMENT ("Agreement") is made this 30 day of November 2017, 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 CML Security LLC, located at 400 Young Court, Unit 1, Erie, CO 80516 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 2017.753 Programmed Water Technology (PWT) System Installation-Detention Center and the Contractor's response to the RFP 2017.753 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.

3. TERM:

- 3.1. Term of Agreement: The Term of this Agreement shall be from date of the fully executed agreement through and to include 12/31/2017.

- 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 Not to Exceed sum of: Ninety-four Thousand Four Hundred Dollars (\$94,400.00).

- 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:**

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

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

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

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

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

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

- 8.2. Comprehensive Automobile Liability Insurance: to include all motor vehicles owned, hired, leased, or borrowed.
- 8.2.1. Bodily Injury/Property Damage: \$1,000,000 (each accident)
- 8.2.2. Personal Injury Protection: Per Colorado Statutes
- 8.3. Workers' Compensation Insurance: Per Colorado Statutes
- 8.4. Professional Liability Insurance: to include coverage for damages or claims for damages arising out of the rendering, or failure to render, any professional services, as applicable.
- 8.4.1. Each Occurrence: \$1,000,000
- 8.4.2. This insurance requirement applies only to the 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 or policies required under this Agreement.

9. DAMAGES ARISING FROM BREACH OF PERFORMANCE OBLIGATIONS

- 9.1. Notwithstanding anything else set forth in this Agreement, if Contractor fails to comply with all terms of this contract, including but not limited to, its obligation to perform its work in a workmanlike manner in accordance with all codes, plans, specifications and industry standards, Contractor shall be liable to County for all damages arising from the breach, including but not limited to, all attorney fees, costs and other damages.

10. WARRANTY:

- 10.1. The Contractor warrants and guarantees to the County that all work, equipment, and materials 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.

11. TERMINATION:

- 11.1. 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.
- 11.2. 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.

12. MUTUAL UNDERSTANDINGS:

- 12.1. Jurisdiction and Venue: The laws of the State of Colorado shall govern as to the interpretation, validity, and effect of this Agreement. The parties agree that jurisdiction and venue for any disputes arising under this Agreement shall be with Adams County, Colorado.
- 12.2. 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. The Contractor warrants that it is in compliance with the residency requirements in §§ 8-17.5-101, et seq., C.R.S. Without limiting the generality of the foregoing, the Contractor expressly agrees to comply with the privacy and security requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- 12.3. 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.
- 12.4. 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.
- 12.5. 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.
- 12.6. 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.
- 12.7. 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.

12.8. Notice: Any notices given under this Agreement are deemed to have been received and to be effective:

1) Three (3) days after the same shall have been mailed by certified mail, return receipt requested;

2) Immediately upon hand delivery; or

3) Immediately upon receipt of confirmation that an E-mail was received. For the purposes of this Agreement, any and all notices shall be addressed to the contacts listed below:

Department: Adams County Facility Operations
Contact: Mike VanGorder, Supervisor
Address: 150 North 19th Avenue
City, State, Zip: Brighton, CO 80601-1951
Phone: 303-655-335
E-mail: mvangorder@adcogov.org

Department: Adams County Purchasing
Contact: Shannon E. Sprague, CPPB
Address: 4430 South Adams County Parkway
City, State, Zip: Brighton, Colorado 80601
Phone: 720-523-6052
E-mail: ssprague@adcogov.org

Department: Adams County Attorney's Office
Address: 4430 South Adams County Parkway
City, State, Zip: Brighton, Colorado 80601
Phone: 720.523.6116

Contractor: CML Security LLC
Contact: Keith Thoene
Address: 400 Young Court, Unit 1
City, State, Zip: Erie, CO 80516
Phone: 720-466-3650
E-mail: kthoene@cmlsecurity.us

12.9. 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.

12.10. 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

- 12.11. 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.
- 12.12. Confidentiality: All documentation related to this Agreement will become the property of Adams County. All documentation maintained or kept by Adams County shall be subject to the Colorado Open Records Act, C.R.S. 24-72-201 *et seq.* ("CORA"). The County does not guarantee the confidentiality of any records.

13. AMENDMENTS, CHANGE ORDERS OR EXTENSIONS:

- 13.1. Amendments or Change Orders: The County may, from time to time, require changes in the scope of the services of the Contractor to be performed herein including, but not limited to, additional instructions, additional work, and the omission of work previously ordered. The Contractor shall be compensated for all authorized changes in services, pursuant to the applicable provision in the Solicitation, or, if no provision exists, pursuant to the terms of the Amendment or Change Order.
- 13.2. Extensions: The County may, upon mutual written agreement by the parties, extend the time of completion of services to be performed by the Contractor.

14. 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:

- 14.1. 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.
- 14.2. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.
- 14.3. 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.
- 14.4. 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.

- 14.5. 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.
- 14.6. If the Contractor obtains actual knowledge that a subcontractor performing work under this public contract for services knowingly employs or contracts with an illegal alien, the Contractor shall: notify the subcontractor and the County within three (3) days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to the previous paragraph, the subcontractor does not stop employing or contracting with the illegal alien; except that the Contractor shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.
- 14.7. 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).
- 14.8. 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.

REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY

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

Board of County Commissioners County Manager

[Signature]

30 Nov 2017

Chair, Eva J. Henry RAYMOND H. Gonzales

Date

CML SECURITY, LLC

[Signature]
Signature

11.28.17

Date

Keith Thoene

President

Printed Name

Title

Attest:

Stan Martin, Clerk and Recorder

[Signature]
Deputy Clerk

Approved as to Form:

[Signature]
Adams County Attorney's Office

NOTARIZATION OF CONTRACTOR'S SIGNATURE:

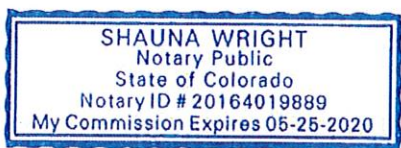
COUNTY OF Weld

STATE OF Colorado)SS.

Signed and sworn to before me this 28th day of November, 2017,

by Keith Thoene

[Signature]
Notary Public



My commission expires on: 5-25-2020

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:

11.9.17

CML Security, LLC

Date



Signature

Keith Thoene

Name (Print or Type)

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



ADAMS COUNTY
COLORADO

Adams County Finance Department
Purchasing Division
4430 South Adams County Parkway
Brighton, Colorado 80601

**REQUEST FOR PROPOSAL
COVER SHEET**

RFP Issue Date: 9/19/2017
RFP Number: RFP-SS-2017.753
RFP Title: **Programmed Water Technology (PWT) System Installation – Detention Center**
RFP Mandatory Pre-proposal Conference: 9/22/2017 – 10:30A.M. MST
Location: Detention Center Main Lobby Entrance
150 N. 19th Avenue, Brighton, CO 80601
RFP Questions Due: 9/27/2017 4:00 P.M. MT
Proposal will be received until: 10/3/2017 3:00 P.M. MT, Our Clock
4430 South Adams County Parkway, Front Lobby
Brighton, CO 80601
Goods or services to be delivered to or performed at: Adams County Detention Center
150 N. 19th Avenue
Brighton, CO 80601
For additional information please contact: Shannon E. Sprague, CPPB Contract Specialist II
720-523-6052
Email Address: ssprague@adcogov.org

If any of the documents listed above are missing from this package, contact Adams County Purchasing. If you require additional information, call the Purchasing Division contact person.

The undersigned hereby affirms that (1) he/she is a duly authorized agent of the Contractor, (2) he/she has read all terms and conditions and technical specifications which were made available in conjunction with this solicitation and fully understands and accepts them unless specific variations have been expressly listed in his/her Proposal, (3) the Proposal is being submitted on behalf of the Contractor in accordance with any terms and conditions set forth in this Solicitation, and (4) the Contractor will accept any awards made to it as a result of the Proposal submitted herein for a minimum of 120 calendar days following the date of submission.

PRINT OR TYPE YOUR INFORMATION

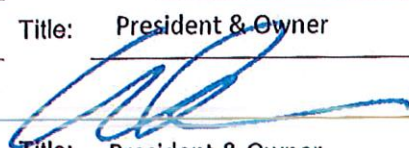
Name of Contractor: CML Security, LLC Fax: 720 438 7576
Address: 400 Young Court, Unit 1 City/State: Erie, CO Zip: 80516
Contact Person: Keith Thoene Title: President & Owner Phone: 720 466 3650
Authorized Representative's Signature:  Phone: 303 906 7504
Printed Name: Keith Thoene Title: President & Owner Date: October 11, 2017
Email Address: kthoene@cmlsecurity.us

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Shannon E. Sprague, CPPB, Contract Specialist II
Adams County Government Center
4430 South Adams County Parkway
Brighton, CO 80601

RE: RFP-SS-2017.753 / PWT System Installation Project

October 11, 2017

Dear Shannon E. Sprague:

CML Security respectfully submits the following documents in response to RFP-SS-2017.753 / PWT System Installation Project for the Adams County Detention Center.

As a leading Security Electronics and Detention Equipment contractor with a team who has extensive experience providing services for County Detention Centers and working in the State of Colorado, we are excited and prepared to work closely with your team.

We would like to work with Adams County to implement a fully integrated water management and control software into the new PLC & HMI upgrade that will be going into the facility for the medical cells listed in the RFP. Integrating all of the water management push buttons and Sloan flush valves into the PLC, allowing it to be managed and controlled from any HMI/Touchscreen on the security system.

It is CML's desire to treat all of these small projects as an opportunity to work toward a global vision for the security electronics system in your facility. There are so many features and capabilities that are available to you, we want to ensure that every dollar spent leads you toward an ultimate goal of your staff working with the safest and most efficient control system available.

I trust the documents enclosed meet all the requirements of the RFP. Please feel free to contact me with any questions or any clarifications that you may need.

Sincerely,



Keith Thoene
President + Owner
CML Security, LLC
kthoene@cmlsecurity.us
303-906-7504

EXECUTIVE SUMMARY

CML Security is uniquely qualified in regards to the PWT Systems Installation opportunity based on:

- + We are one of the largest contractors located only 30-minutes from the Adams County Detention Facility which gives Adams County a valuable resource, only minutes away.
- + Individuals on our team have experience working with Adams County and understand the quality and safety expectations of the County.
- + CML self-performs all of our work.

We believe that our company and team will bring a level of experience and knowledge to this project that others will not. Below we have included additional narrative on our approach to project safety and quality workmanship, which we feel help set us apart to uniquely qualify for this opportunity.

Safety: Safety is paramount for any County, and Adams County is no exception. A well-maintained system is a safe system for facility staff and inmates.

CML Security takes pride in our company's attention to safety. With weekly safety meetings and ongoing training, our approach is to project safety is paramount to our continued success. Our full-time Safety Director, Brian Lordson is committed to ensuring the safety and quality of every project. He does this in part by impromptu site visits where the result is a formal audit process with any action items needing to be closed within five business days. CML has a formal process to "qualify" equipment operators and we require operators to perform daily equipment inspections. We encourage all employees to speak freely about their concerns and listen to input and feedback at all levels. We are confident in and proud of the safety measures we have in place and we encourage safety to be a daily priority for each member of our team.

We understand the importance of safety for your facility's staff, inmates, and our team during a project such as this. Our team is familiar with the general protocols of working in a detention environment. Tool checks, escorts, door interlocks, etc. are common to this type and work and we will work with the owner to assure all protocols are strictly followed and safety is the number one priority on the job site.

Quality: Delivering quality is paramount and the past 30 years of successful projects demonstrates our commitment to consistently meeting the highest quality standards. For this project, Chris White, CML's Security Electronics Department Head, will conduct all internal QA/QC checks to ensure that our deliverables are of the highest standards and meet all of the owners' expectations and needs.

CML meets every two weeks on each project to measure our performance metrics. These performance metrics change by job but typically include:

- + **Review of response log** - Are the calls going through the correct/proper channels and what is the response time

- + **Training** - Did we get any calls that warrant further staff training at lower levels
- + **Safety** - were there any new activities, new personnel, or new products that warrant a safety visit from our safety manager
- + **Call resolution ratio** (what is our delta from call to resolution and study the top 25% time frames)
- + **Staffing** - any hire/fire/transfers needed
- + **Owners stock use and current levels** - these feed into our ordering system and also a recommendation report every quarter for the owners budget preparation

These topics, and others developed through input from owners on a project-by-project basis, are made available to send out after our operations meetings every two weeks. We also include our corresponding action items and persons responsible for resolution to items/tasks generated during these meetings.

PROFILE OF THE FIRM

CML Security, LLC is headquartered in Erie, CO, just 30-minutes from the Adams County Detention Facility. Our team is made up of nearly 120 professional individuals and our Erie office is over 50 strong. While we perform work for correctional facilities across the US, our primary focus is in the Western States.

PROJECT WORK PLAN

CML Security would like to work with Adams County to implement a fully integrated water management and control software into the new PLC & HMI upgrade that will be going into the facility for the medical cells listed in the RFP. We are already developing and testing this feature for the new Mental Health wing. In this new proposed design, all new electronic impedance push buttons and Sloan flush valves would be tied into the PLC and would then be managed and controlled from any HMI/Touchscreen on the security system. This would avoid the separate step of having to jump between computers and software packages to shut off water or change water management rights.

There would be an administration page with all the water management features and adjustments. This admin screen would require specific log in information as set by the County. We would also place two facility management PC's for maintenance and management of the system anywhere in the building that the County chooses.

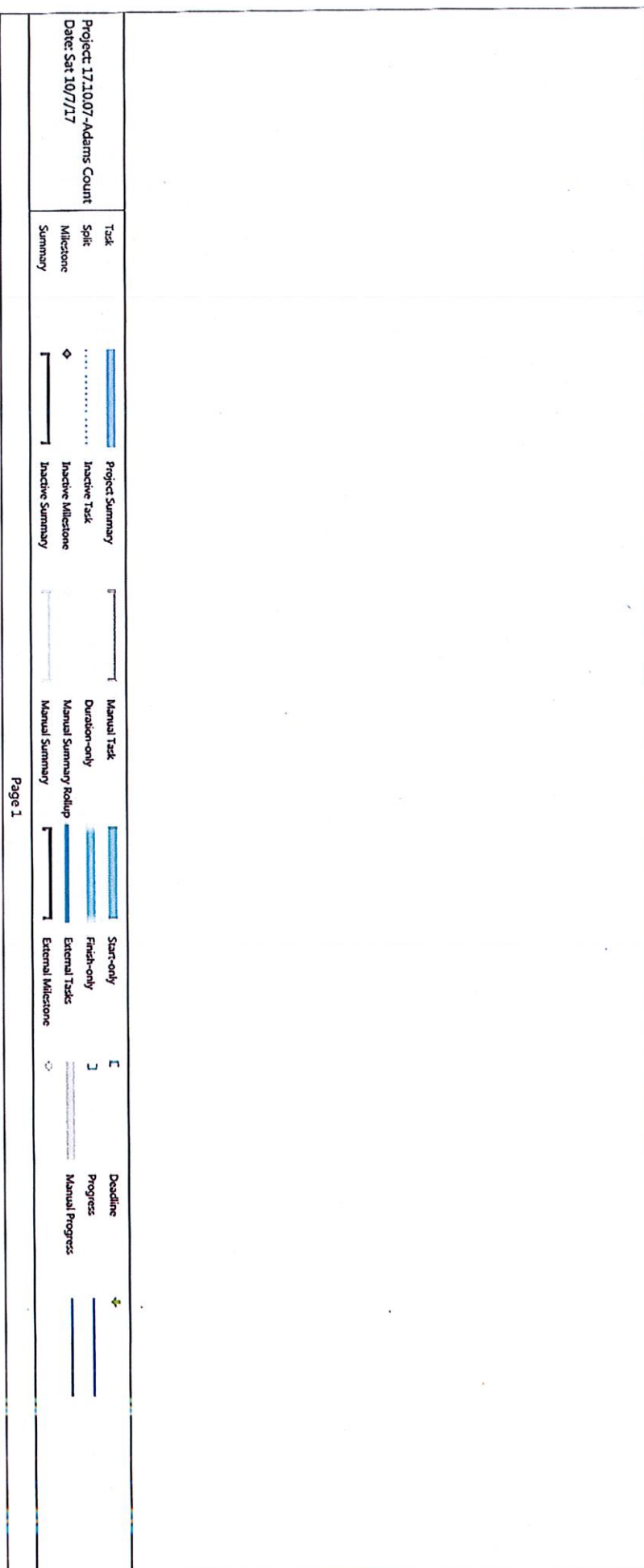
One of the key benefits of this suggested design is that it is fully customizable. The HMI system uses Indusoft Webstudio development software, which is the leading industrial control software on the market. This development package allows our programmers to sit with you and make the screens look and function virtually any way the facility may desire. We can process the inputs from the request to flush button and control the output to the flush valve with any rules and logic that you may desire, and also allow your staff to interface with these control features in any way that you may desire.

PROJECT SCHEDULE

CML would start this project by sitting with your staff to show them all the capabilities available and then learn all desired control features and elements. This information would be used to create a fully working mockup for review, revision and approval. Only after this process would we proceed with full implementation of the integration plan.

A project schedule is included on the following page.

ID	Task Name	Duration	Start	Finish	Predecessors	Resource Names
1	Adams County Water Management - Medical Wring	50 days	Mon 10/9/17	Fri 12/15/17		
2	NTP	1 day	Mon 10/9/17	Mon 10/9/17		
3	System design meeting #1	1 day	Tue 10/10/17	Tue 10/10/17	2	
4	50% DD - programming and engineering	10 days	Wed 10/11/17	Tue 10/24/17	3	
5	System design meeting #2	1 day	Wed 10/25/17	Wed 10/25/17	4	
6	100% DD - programming and engineering	7 days	Thu 10/26/17	Fri 11/3/17	5	
7	System design meeting - Final	1 day	Mon 11/6/17	Mon 11/6/17	6	
8	Final programming and engineering	5 days	Tue 11/7/17	Mon 11/13/17	7	
9	Installation	20 days	Tue 11/14/17	Mon 12/11/17	8	
10	Testing and Commissioning	2 days	Tue 12/12/17	Wed 12/13/17	9	
11	Punch and Turnover	2 days	Thu 12/14/17	Fri 12/15/17	10	



PROJECT TEAM ORGANIZATION

Our proposed project team organization chart is included on the following page followed by key team members resumes.



Proposed Team Org Chart

Adams County Detention Facility, CO
PWT System Installation

Customer & CML Principals

PRESIDENT
Keith Thoenes
EXECUTIVE VICE PRESIDENT
J.J. Ramsey

ADAMS COUNTY
DETENTION FACILITY

Executive Support

VP OPERATIONS
Mike Rypkema
VP SECURITY ELECTRONICS
Chris White

Senior Support Team

GENERAL SUPERINTENDENT
Cory Solberg

VP SYSTEMS SUPPORT + MAINTENANCE
Mike Powell

DIRECTOR SECURITY ELECTRONICS
Lalchan Pathirana

PROJECT EXECUTIVE
Tommy Thoenes

DESIGN MANAGER
Brett Noecker

Project Leadership Team

SEC SUPERINTENDENT
Darni Thoenes

SENIOR PROJECT ENGINEER
Jon Masdin

PROJECT MANAGER
Kelly Slanza

Project Support Team

INSTALLATION TECHNICIANS AS REQUIRED

WARRANTY + MAINTENANCE LEAD TECHNICIAN
Justin Cogswell

PROGRAMMER
Nick Howell

SEC ENGINEER
Joel Groen

IT ENGINEER
Michael Harnish

PROJECT COORDINATOR
Arelle Black

YELLOW - Indicates full time
ORANGE - Indicates part time

Professional History

CML Security, LLC, Erie, CO
November 2012 to Present
President / Owner

As President and Owner of CML Security, Keith presides over all departments, facilitating growth and productivity throughout the company. His focus is on overall company performance, taking a senior management role on all projects, where he provides strategic guidance and leadership support in an effort to make the entire project team successful.

Sierra Detention Systems, Brighton, CO
April 2001 to October 2012
Chief of Operations / Owner

As COO of Sierra, Keith presided over all operations, including security electronics and detention equipment. He built the company from the ground up, taking it from \$1.8M in earned revenue in 2001, to over \$45M in earned revenue in 2011.

Hensel Phelps Construction Company, Greeley CO
May 1998 to June 2001
Field Engineer

During his time at Hensel Phelps, Keith was a key player in four major construction projects totaling nearly \$350,000. The projects ranged from custom-built satellite control facilities for the United States Air Force to the most technically advanced vivarium in the nation as delivered to the University of Colorado Health Sciences.

Project Experience

- + Over 280 projects completed that represent over \$325,000,000 in revenue.
- + 100+ were security electronic projects that represent over \$125,000,000 in revenue.
- + Largest project completed was Denver County Justice, CO of \$26,000,000.
- + Managed operation personnel of 250 individuals.
- + Working knowledge of total security electronic integration that includes but not limited to: access control, closed circuit television, network video recording, audio monitoring, video visitation, video analytics, intercom, paging, door control, fixed and personal duress alarm, uninterruptible power supply, biometric identification, utility control, lighting control, license plate recognition, under vehicle surveillance, perimeter detection, microwave detection, electrified fences, intrusion detection, watch tour, inmate tracking, control room design, graphic control panel, touchscreen and programmable logic controllers.

Education

University of Nebraska, Lincoln, NE
BS Construction Management

Relevant Experience

- + 19 Years' Experience
- + 280 Corrections Projects
- + 150 Design-Build Projects
- + 25 Projects over \$5M

J.J. Ramsey

Executive Vice President / Owner

Professional History

CML Security, LLC, Erie, CO

November 2012 to Present

Executive Vice President / Owner

As the Executive Vice President and Owner of CML Security, J.J.'s focus is on developing and maintaining customer and key vendor relationships, as well as strategically pursuing new project opportunities. J.J.'s commitment to his team is solid and sincere, and this attitude filters through not only the CML organization but into each project team that CML is a part of.

Relevant Experience

- + 17 Years' Experience
- + 190 Corrections Projects
- + 29 Design-Build Projects
- + 25 Projects over \$5M

Trussbilt, LLC

2006 to 2012

Vice President Sales

Estimating (2009-2012)

Marketing Manager (2006-2009)

During his six years at Trussbilt, J.J. managed relationships with architects and detention equipment contractors. He rose to the position of Vice President of Sales & Marketing where he was responsible for the estimating department and the company marketing efforts. During that time, Trussbilt recorded their largest contract, worth over \$22M in 2011. In addition, the TrussWall related sales increased by over 40%.

Norment Security Group

2003 to 2006

Marketing Manager

In his role with Norment, J.J.'s focus was to build relations with architects and general contractors. During that time, he was also in charge of estimating and budgeting projects from start to finish.

Tindall Corporation

2000 to 2003

Marketing Manager

In his role as Marketing Manager with Tindall, J.J. served as a sales representative managing four states in the Midwest. This responsibility grew to encompass over 12 states within a year's time.

Education

University of Colorado, BS Marketing

Ohio University

Mike Rypkema

Vice President of Operations + Owner

Professional History

Relevant Experience

CML Security, LLC, Erie, CO
December 2012 to Present
Vice President of Operations

- + 19 Years' Experience
- + 75 Corrections Projects
- + 30 Design-Build Projects
- + 15 Projects over \$10M
- + 3 Projects over \$25M

Sierra Detention Systems, Brighton, CO
January 2004 to December 2012
Project Manager to Operations Manager

Colorado 140th Fighter Wing / North Dakota 119th Fighter Wing Air National Guard
January 2001 to January 2006
Vehicle Controls Liaison

North Dakota Army National Guard, 140th Regiment, Fargo, ND
January 1998 to January 2001
Heavy Equipment operator / Combat Engineer

Professional Experience

- + Over 280 projects completed that represent over \$243,000,000 in revenue.
- + Over 100+ were security electronic projects that represent over \$93,000,000 in revenue.
- + Largest project completed was Denver County Justice, CO of \$26,000,000.
- + Managed operation personnel of 250 individuals.
- + Working knowledge of total security electronic integration that includes but not limited to: access control, closed circuit television, network video recording, audio monitoring, video visitation, video analytics, intercom, paging, door control, fixed and personal duress alarm, uninterruptible power supply, biometric identification, utility control, lighting control, license plate recognition, under vehicle surveillance, perimeter detection, microwave detection, electrified fences, intrusion detection, watch tour, inmate tracking, control room design, graphic control panel, touchscreen and programmable logic controllers.

Education

University of Colorado
MS in Information Systems
Expected Graduation Dec 2018

Minnesota State University, Moorhead
BS Construction – Major
BS Business Management – Minor

University of Phoenix
Master of Business Administration – Major

North Dakota State College of Science
Associates Degree in Architectural Drafting and Estimating

Professional History

CML Security, LLC, Erie, CO
November 2012 to Present
SEC Department Head

Sierra Detention Systems
April 2003 to May 2012
Director of Security Electronics

Relevant Experience

- + 20 Years' Experience
- + 100 Corrections Projects
- + 60 Design-Build Projects
- + 17 Projects over \$5M

Project Experience

- + Over 100 projects of security electronics that were integrated systems.
- + Assisted to take backlog of the security electronics division from low millions to over \$48,000,000.
- + Coordinated multiple projects simultaneously that involved total security electronics integration.
- + Management and design of detention system design/integration including but not limited to:
 - o Door Control
 - o Facility Subsystem Electrical Control
 - o HMI Systems
 - o Communication Systems
 - o System Technical Support
 - o Electrical Drawing and Design
 - o CCTV
 - o Network Infrastructure
 - o Programming of all Listed Systems
- + PLC Programming by Multiple Providers
- + SCADA, HMI/MMI Systems Integration
- + Multi-Axis Motion Control Programming/Integration
- + Ethernet, DeviceNet, RS-232, RS-422 Communications
- + Electrical Documentation using AutoCAD LT and VIA WD
- + A-D and D-A Conversion/Scaling
- + C++ Programming and PC Control Experience
- + Discrete I/O, Bar Code Readers, Encoders, VFD's, Temperature Controllers, and High Speed Counters
- + Electrical Panel Design, Construction and Documentation

Training

- + Harding Factory training
- + Networking/IP trainings
- + Indusoft Certification
- + AutoCAD Electrical Training
- + Rockwell Training
- + Omron Factory Training
- + DSX Factory Training (Access control)
- + Various Bosch Trainings on camera
- + Isonas Certification

Mike Powell

Vice President of Systems Support

Professional History

CML Security, LLC, Erie, CO

January 2017 – Present

Vice President of Systems Support

October 2014 to 2016

Senior Project Manager / Director of Design Services

Security Design, Inc., d.b.a. EO Integrated Systems Inc.

2005 to 2014

Vice President, Operations

Rampart Systems, LLC

1992 to 2005

Owner

ESS / ORON / Media Link Companies

1985 to 1992

Project Manager

Relevant Experience

- + 30+ Years' Experience
- + 100+ Corrections Projects
- + 5 Design-Build jobs over \$1M
- + 12 projects over \$5M

Systems Experience

- + Graphic Link Advanced - Application Programming and System Design training
- + Omron CX Programmer Training
- + Rockwell Software RSLogix & RSView Training
- + Modicon/SquareD Concept software Training
- + Invensys Wonderware HMI software Training
- + Indusoft HMI Training. (Held CSI license for company)
- + ExacqVision Network Video Software Training
- + Genetec Network Video Software Training
- + Hirsch Access Control experience
- + Honeywell Nexwatch Access Control experience
- + Vicon Analog and Digital Video Systems experience
- + Bosch Analog and Digital Video Systems experience
- + Harding DXL Digital Intercom experience

Education

- + US Army Technical Training
- + Chemical, Biological, Nuclear Weapons Warfare Instructor

Professional History

CML Security, LLC, Erie, CO
December 2016 – Present
SEC Division Manager
2013 to December 2016
Project Manager

As SEC Division Manager, Lakshan is responsible for managing all SEC personnel, SEC project coordination between engineering and operation team, standards development and other resources within the projects allotted budget and schedule. He works closely with the VP of Security Electronics and all other members of his project team to ensure delivery of the highest standard Security Electronics products to each client per project scope and ensures direction is on schedule and budget.

Chris Hawley Architects, Fargo, ND
June 2011 to May 2013
Design Assistant / Project Engineer

- Assist Designing High-end Custom Build Homes
- Planned and helped with project schedules.
- In charge of material procurement for multiple project at a time

Vintek Construction, Sri Lanka
January 2005 – December 2006
Owner / Managing Director

- Estimated and bid multiple projects
- Manage crew of 50+ at multiple locations
- Manage all financials

Project Experience

- + Managing Installation/Integration of Detention Equipment and Security Electronics Systems including but not limited to:
 - + Door Control
 - + CCTV/MATV
 - + Communications Systems
 - + Trussbilt Security Hollow Metal
 - + Trussbilt Ceiling Systems
 - + SouthernFolger Locking Systems
 - + Global Glazing
 - + Detention Accessories
- + Project Management and Engineering coordination with other trades
- + Project Manager on two Design-Build projects of significant size and complexity, \$6+Million and \$25+Million
- + Planned, organized and managed all aspects of several correctional projects simultaneously

Relevant Experience

- + 4 Years' Experience
- + 20+ Corrections Projects

Education

North Dakota State University
Graduated: 2011
North Dakota State College of Science
Graduated: 2013

Professional History

CML Security, LLC, Erie, CO

June 2017 - Present

Operations Manager

February 2013 to 2017

Project Executive

Sierra Detention Systems, Brighton, CO

February 2012 to February 2013

Senior Project Manager

December 2009 to February 2012

Project Manager

December 2008 to December 2009

Project Engineer

December 2007 to December 2008

Security Electronics and Field Technician

Vogt Construction, Elmwood, NE

February 2003 to December 2007

Site Foreman

Relevant Experience

- + 14 Years' Experience
- + 20+ Corrections Projects
- + 5 Design-Build Projects
- + 5 Projects over \$5M
- + 1 project over \$10M
- + 1 project over \$15M
- + 1 project over \$25M

Project Experience

- + Installation/Integration of Security Electronics Systems including but not limited to:
 - o Door Control
 - o Facility Subsystem Electrical Control
 - o HMI Systems
 - o Communications Systems
 - o System Technical Support
 - o Electrical Drawing and Design
 - o CCTV
 - o Trussbilt Security Hollow Metal and Ceiling Systems
 - o Southern Folger Locking Systems
- + Project Management and Engineering Skills in Implementation
- + Project Manager on two Design-Build projects of significant size and complexity, \$16+Million and \$29+Million

Education

University of Nebraska

Wayne State College

Kelley Slentz

Senior Project Manager

Professional History

CML Security

August 2014 to Present
Senior Project Manager

Sierra Detention Systems, Brighton, CO

August 2013 to August 2014
Project Manager

Choice City Electric

November 2011 to August 2013
Lead Estimator and Project Manager
December 2010 to November 2011
Consultant and Contract Services

Interstates Construction Services

February 2007 to November 2010
Electrical Project Manager

Kelly Slentz Electric, Inc.

1996 to December 2006
President

Montcalm Community College

1993 to June 2003
Adjunct Professor

Education

Ohio Institute of Technology

Advanced circuit training
Microsoft Office Suite
Advanced training in Word, Excel, Powerpoint National Electrical Code - Annual Training
Red Cross CPR and Basic First Aid - semi-annual training
AT&T - Advanced network awareness training

Relevant Experience

- + 24 Years' Construction Experience
- + 30+ Corrections projects

Professional History

CML Security, LLC, Erie, CO
2013 to Present
Preconstruction Director

As the Preconstruction Director, Brett is responsible for overseeing the initial setup, design and structure of a project. Including, but not limited to the duties related to Project Management, Design Management and Engineering.

Brett's role includes maintaining the client's desire through the bridging documentation process to ensure a clean development of construction documentation, both within the project criteria and budget. Brett's goal with each and every project is to provide the path for which an operational team can execute the project successfully.

Sierra Detention Systems
Project Manager
2005 - 2013

Education, Certifications, and Training

Southeast Community College, Lincoln NE
Small Business Management

- + Certified Detention Equipment Management Program (SFDEC)
- + OSHO 10 Certified
- + OSHO 30 Certified

Relevant Experience

- + 12 Years' Experience
- + 10+ Corrections Projects
- + 1 project over \$26M
- + 1 project over \$15M

Professional History

CML Security, LLC, Erie, CO
March 2013 to Present
General Superintendent

Sierra Detention Systems, Brighton, CO
August 2006 to February 2013
Field Superintendent

Relevant Experience

- + 15 Years' Experience
- + 210 Corrections Projects
- + 10+ Design-Build Projects
- + 6 Projects over \$5M
- + 3 projects over \$25M

Professional Experience

- + Over 210 projects completed that represent over \$243,000,000 in revenue.
- + Over 75 were security electronic projects that represent over \$93,000,000 in revenue.
- + Largest project completed was Denver County Justice, CO of \$26,000,000.
- + Managed operation personnel of 250 individuals.
- + Working knowledge of total security electronic integration that includes but not limited to: access control, closed circuit television, network video recording, audio monitoring, video visitation, video analytics, intercom, paging, door control, fixed and personal duress alarm, uninterruptible power supply, biometric identification, utility control, lighting control, license plate recognition, under vehicle surveillance, perimeter detection, microwave detection, electrified fences, intrusion detection, watch tour, inmate tracking, control room design, graphic control panel, touchscreen and programmable logic controllers.

Education, Training, and Certifications

- + University of Wyoming
- + Bosch ReadyKey Pro Certification
- + Bosch Analog CCTV Systems
- + Harding Instruments Intercom Systems
- + Southwest Microwave MircoNet, MicroTrack, Microwave Systems

Professional History

CML Security, LLC, Erie, CO
Present
Superintendent

Thoene Contracting, LLC, Parker, CO
May 2016 to Present
Owner

I-Kota, Inc., Denver, CO
October 2014 to April 2016
General Superintendent

Sierra Detention Systems, Inc., Brighton, CO
May 2007 to October 2014
General Superintendent

3M Company, Valley, NE
August 2006 to August 2007
Laborer

Relevant Experience

- + 19 Years' Experience
- + 40+ Corrections Projects
- + 10 Design-Build / Design-Assist Projects

Interstate Electric, Sioux City, IA
August 2005 to August 2006
Apprentice

Taylor Concrete, Lincoln, NE
March 2002 to August 2005
Foreman

R and T Poured Walls, Pleasant Dale, NE
March 1999 to March 2002
Foreman

Sorenson Construction, Lincoln, NE
October 1998 to March 1999
Laborer

Education

University of Nebraska, Lincoln, NE
BS, Environmental Studies

Certifications

- + Bosch Certified
- + OSHA 10 Hour Training
- + OSHA 30 Hour Training

Professional History

CML Security, LLC, Erie, CO
November 2014 to Present
SEC Project Engineer

As SEC Project Engineer, Jon is involved throughout the entire project. He is responsible for creating and maintaining project documents, including technical drawings and schedules; all product ordering, budget tracking, and resource allocation. Jon also ensures that all work done during the manufacture of individual system components into a complete integrated system meets the company's highest standards. Jon follows the system all the way through to installation, offering technical support during the installation of the project at its permanent location.

Sierra Detention Systems, Brighton, CO
August 2013 to October 2014
Project Engineer II
March 2010 to August 2013
Project Engineer I
March 2009 to March 2010
CAD Technician

Easter Owens Electric Co., Arvada, CO
October 2006 to December 2008
Mechanical Designer

Education

Metropolitan State College of Denver, Denver, CO
Related Course Work:

- + AutoCAD 2000-2013
- + AutoCAD Inventor 2008-2009
- + Pro E 2004
- + Principles of Quality Assurance

Relevant Experience

- + 11 Years' Experience
- + 20+ Corrections Projects
- + 5 Projects over \$5M
- + 10+ Design-Build Projects

Professional History

CML Security, LLC, Erie, CO
January 2015 to Present
Programmer

As a Programmer, Nick is involved throughout the entire project. He is responsible for the software code require to integrate many diverse systems. Nick also ensures that all work done during the manufacture of individual system components into a complete integrated system is factory tested and meets the company's highest standards. Nick follows the system all the way through to installation, offering technical support during the installation of the project at its permanent location.

Place of Employment
June 2012 to January 2015
Independent Contractor – South Park HMI

Place of Employment
March 2005 to June 2012
Project Engineer/Programmer – EO Integrated Systems

Place of Employment
January 2001 to March 2005
Field Engineer – Rampart Systems

Education

Associate of Applied Sciences – Electronics
Seattle, WA

Relevant Experience

- + 32 Years' Experience
- + 100+ Corrections Projects
- + Multiple Projects over \$1M

Professional History

CML Security, LLC, Erie, CO
March 2015 to Present
Electronics Engineer

As a Electronics Engineer, Joel is involved throughout the entire project. He is responsible for creating and maintaining project documents, including technical drawings and schedules; all product ordering, budget tracking, and resource allocation.

Joel also ensures that all work done during the manufacture of individual system components into a complete integrated system meets the company's highest standards. Joel follows the system all the way through to installation, offering technical support during the installation of the project at its permanent location.

Sierra Detention Systems
August 2008 to March 2015
Project Engineer

Relevant Experience

- + 7 Years' Experience
- + 20+ Corrections Projects
- + 4 Projects over \$2M

Education and Certifications

Red Rocks Community College, Lakewood, CO
Associates of Science
Pre-Engineering
Associates of Applied Science
Maintenance Electrician

Master Electrician, Colorado

Professional History

CML Security, LLC, Erie, CO
Present
Network Engineer

Brocade Communication Systems, Broomfield, CO
March 2015 – August 2017
Senior IP Support Engineer Level 2 – TAC

Sierra Detention Systems, Brighton, CO
February 2011 – 2015
IT Project Systems Engineering

Education

Western Governors University
BS Information Technology – IT Networks and Design

Certifications

- + Brocade BCEFP
- + Brocade BCNE
- + Cisco CCNA
- + Microsoft MCITP 2008
- + Bosch VMS
- + Genetec VMS
- + NICE Vision VMS
- + CompTIA A+
- + CompTIA Project +
- + CompTIA Security +

Areas of Expertise

- + Brocade Switch and Route
- + Cisco Switch and Route
- + Network management
- + Vlans and LACP
- + IP Video
- + Firewall principles
- + Remote Access
- + CCTV

Professional History

CML Security, LLC, Erie, CO
December 2013 to Present
Project Coordinator

- + Assist project teams with all initial projects and contract set up
- + Procure and track all project material
- + Assist in managing subcontractor and Vendor relations, including: Letters of Intent, Subcontracts/Purchase Orders, Change Orders, Certified Payroll, Certificates of Insurance, etc.
- + Prepare and distribute, per specification, Operation and Maintenance Manuals for all projects

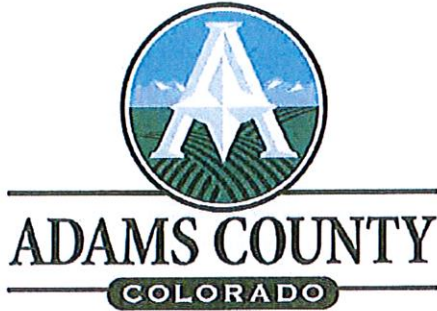
Relevant Experience

- + 3+ Years' Experience
- + 100+ Corrections Projects
- + 4 Design-Build / Design-Assist Projects

Education, Training and Certificates

- + Volunteer State Community College, Gallatin, TN
- + Arizona State University, Tempe, AZ
- + OSHA 10-Hour

TAB B – REFERENCE INFORMATION



Adams County Finance Department
 Purchasing Division
 4430 South Adams County Parkway
 Brighton, Colorado 80601

**REQUEST FOR PROPOSAL
 REFERENCE FORM**

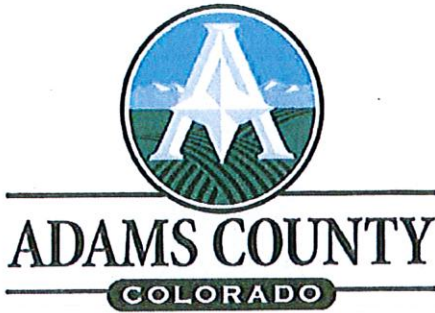
Contractors shall furnish the names, addresses and telephone numbers of a minimum of three (3) firms or government organizations for which the Contractor has provided similar accounts:

Company Name	San Mateo County Maguire Correctional Retrofit and Upgrade
Address	1300 Maple Street, Redwood City, CA 94063
Reference Name	Sergeant John Kovach
Reference Email Address	jkovach@smcgov.org
Telephone Number	650.363.4692
Project Value	\$ 5,800,000

Company Name	Colorado Department of Human Services Mesa County Remodel
Address	2800 Riverside Parkway
Reference Name	Jim Korber, Project Planner
Reference Email Address	jim.korber@state.co.us
Telephone Number	970.255.5897
Project Value	\$ 375,000

Company Name	Kern County Jail Kern County Jail and Maintenance
Address	17645 Industrial Farm Road
Reference Name	Lt. Earl Barnes
Reference Email Address	barnese@kernsheriff.com
Telephone Number	661.535.6026
Project Value	\$ 5,500,000 (SEC only)

TAB C – ADDITIONAL INFORMATION



Adams County Finance Department
 Purchasing Division
 4430 South Adams County Parkway
 Brighton, Colorado 80601

**REQUEST FOR PROPOSAL
 SUBMISSION FORM**

SUBMISSION: It is imperative you address your submittal envelope* as follows:

Mailing Address:
 Adams County Government Center
 Purchasing Division C4000A
 4430 South Adams County Parkway
 Brighton, CO 80601

Hand Deliveries Accepted:
 Adams County Government Center
 First Floor Central Lobby Receptionist
 4430 South Adams County Parkway
 Brighton, CO 80601

*All RFP submittals shall include the following label directly on the front of the envelope:

ATTN: Shannon E. Sprague, CPPB
 Contract Specialist II
 RFP-SS-2017.753 / PWT SYSTEM INSTALLATIONSERVICES

Does your Proposal comply with all the terms and conditions of this Solicitation?
 If no, indicate exceptions on a separate page with letterhead included. YES NO

Does your Proposal provide proposed revisions to the attached Sample Agreement and identified on the
 Term of Acceptance Form? YES NO

Does your Proposal meet or exceed all specifications, including minimum service
 requirements? If no, indicate exceptions on separate page with letterhead included. YES NO

Requirements met and response included? YES NO

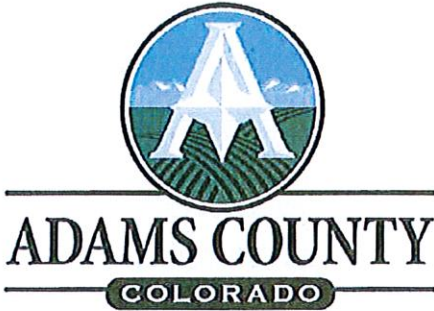
Have all the addendums been acknowledged? YES NO

Original and the number of copies specified enclosed including electronic copy? YES NO

Has a duly authorized agent of the contractor
 signed the cover sheet? YES NO

Is pricing form enclosed in a separate sealed envelope? YES NO

Have the following forms been included:
 Contractor's Certification of Compliance / References Form
 Contractor Statement? YES NO



Adams County Finance Department
Purchasing Division
4430 South Adams County Parkway
Brighton, Colorado 80601

**REQUEST FOR PROPOSAL
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 Agreement for services with Adams County, Colorado, the undersigned Contractor hereby certifies that at the time of this certification, Contractor does not knowingly employ or Agreement with an illegal alien who will perform work under the attached Agreement 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 Agreement for services.

CML Security, LLC

Contractor Name

Keith Thoene

Printed or Typed Name

Signature

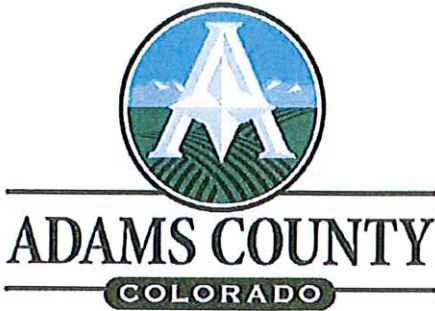
President & Owner

Title

October 11, 2017

Date

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.



Adams County Finance Department
Purchasing Division
4430 South Adams County Parkway
Brighton, Colorado 80601

**REQUEST FOR PROPOSAL
TERM OF ACCEPTANCE FORM**

Request for Proposal # RFP-SS-2017.753 / **INSURANCE BROKER SERVICES**

I, on behalf of the Contractor identified below, hereby certify that I have read a copy of the sample Agreement attached to the RFP and understand the terms and provisions contained in that Agreement. I further hereby certify that it is the Contractor's intent to comply with each and every term and provision contained in the sample Agreement and propose no modifications to the sample Agreement except as follows:

- 1) N/A
- 2) N/A
- 3) N/A

I understand that the modification stated above, if any, are offered for discussion purposes only and that Adams County reserves the right to accept, reject or further negotiate any and all proposed modification to the sample Agreement.

CML Security, LLC

Contractor Name

Authorized Signature

Keith Thoene

Printed Name

President & Owner

Title

October 11, 2017

Date

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. CML Security, LLC		
	2 Business name/disregarded entity name, if different from above		
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ P <small>Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.</small> <input type="checkbox"/> Other (see instructions) ▶	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>	
	5 Address (number, street, and apt. or suite no.) 400 Young Court, Unit 1	Requester's name and address (optional)	
	6 City, state, and ZIP code Erie, CO 80516		
	7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number									

or

Employer identification number									
4	7		-	4	3	2	6	2	3

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶	Date ▶ 5/18/17
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.
Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.



AIA[®] Document A310[™] – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

CML Security, LLC
400 Young Court, Unit 1
Erie, CO 80516

OWNER:

(Name, legal status and address)

Adams County
150 North 19th Avenue
Brighton, CO 80601

BOND AMOUNT: \$ Five Percent (5%) of Total Bid Amount

PROJECT:

(Name, location or address, and Project number, if any)

Water Technology System Installation-Detention Center

SURETY:

(Name, legal status and principal place of business)

Great American Insurance Company
301 E. Fourth Street
Cincinnati, OH 45202

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Init.

Signed and sealed this 3rd day of October, 2017

(Witness)

[Handwritten signature]

[Handwritten signature]

(Witness)

CML Security, LLC

(Contractor as Principal)

(Seal)

[Handwritten signature]

(Title)

Great American Insurance Company

(Surety)

(Seal)

[Handwritten signature]

(Title) K'Anne E. Vogel, Attorney-in-Fact

Init.

GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by
this power of attorney is not more than EIGHT

No. 0 15074

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

	Name	Address	Limit of Power
RUSSELL D. LEAR	K'ANNE E. VOGEL	ALL OF	ALL
WESLEY J. BUTORAC	KATHERINE E. DILL	GREELEY,	\$100,000,000.00
DARLENE KRINGS	STEVE J. BLOHM	COLORADO	
DIANE CLEMENTSON	DULCE R. HUGGINS		

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 5TH day of JUNE, 2017.

Attest

GREAT AMERICAN INSURANCE COMPANY



Atty L C. B.

Assistant Secretary

David C. Kitchin

Divisional Senior Vice President

STATE OF OHIO, COUNTY OF HAMILTON - ss:

DAVID C. KITCHIN (877-377-2405)

On this 5TH day of JUNE, 2017, before me personally appeared DAVID C. KITCHIN, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



Susan A. Kohorst
Notary Public, State of Ohio
My Commission Expires 05-19-2020

Susan A. Kohorst

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

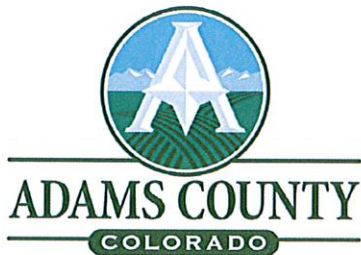
I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this 3rd day of October, 2017



Atty L C. B.

Assistant Secretary



Adams County Finance Department
 Purchasing Division
 4430 South Adams County Parkway
 Brighton, Colorado 80601

**REQUEST FOR PROPOSAL
 COVER SHEET**

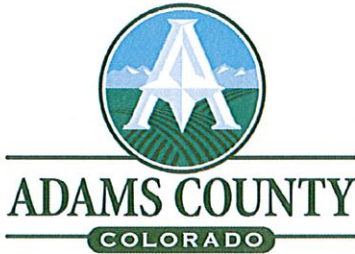
RFP Issue Date: 9/15/2017
 RFP Number: RFP-SS-2017.753
 RFP Title: **Programmed Water Technology (PWT) System
 Installation – Detention Center**
 RFP **Mandatory** Pre-proposal Conference: 9/21/2017 – 2:00P.M. MST
Location: Detention Center Main Lobby Entrance
150 N. 19th Avenue, Brighton, CO 80601
 RFP Questions Due: 9/26/2017 12:00 P.M. MT
 Proposal will be received until: 10/3/2017 2:00 P.M. MT, Our Clock
 4430 South Adams County Parkway, Front Lobby
 Brighton, CO 80601
 Goods or services to be delivered to or performed at: Adams County Detention Center
 150 N. 19th Avenue
 Brighton, CO 80601
 For additional information please contact: Shannon E. Sprague, CPPB Contract Specialist II
 720-523-6052
 Email Address: ssprague@adcogov.org

If any of the documents listed above are missing from this package, contact Adams County Purchasing. If you require additional information, call the Purchasing Division contact person.

The undersigned hereby affirms that (1) he/she is a duly authorized agent of the Contractor, (2) he/she has read all terms and conditions and technical specifications which were made available in conjunction with this solicitation and fully understands and accepts them unless specific variations have been expressly listed in his/her Proposal, (3) the Proposal is being submitted on behalf of the Contractor in accordance with any terms and conditions set forth in this Solicitation, and (4) the Contractor will accept any awards made to it as a result of the Proposal submitted herein for a minimum of 120 calendar days following the date of submission.

PRINT OR TYPE YOUR INFORMATION

Name of Contractor: _____ Fax: _____
 Address: _____ City/State: _____ Zip: _____
 Contact Person: _____ Title: _____ Phone: _____
 Authorized Representative's Signature: _____ Phone: _____
 Printed Name: _____ Title: _____ Date: _____
 Email Address: _____



Adams County Finance Department
Purchasing Division
4430 South Adams County Parkway
Brighton, Colorado 80601

**REQUEST FOR PROPOSAL
PROPOSAL INSTRUCTIONS**

1. **PURPOSE/BACKGROUND:** The Adams County Facilities Management Department (“County”) by and through the Adams County Purchasing Agent (“Purchasing Agent”) is accepting Proposals for Programmed Water Technology (PWT) System and Installation for the Adams County Detention Center.

The purpose of this RFP is to obtain a Contractor that is efficient and skilled in the installation of a PWT system as specified herein in **Attachment A. - Scope of Work.**

2. **DOCUMENTS INCLUDED IN THIS PACKAGE:**

- | | |
|---------------------------------------|--|
| ➤ Proposal Instructions | Contractor’s Certificate of Compliance |
| ➤ General Terms and Conditions | Contractor’s Statement |
| ➤ Scope of Work (SOW)/ Specifications | Reference Form |
| ➤ Pricing Form | Term of Acceptance Form |
| ➤ Submission Form | Appendix A – Sample Agreement |
| ➤ Statement of No Bid | Attachment B. – W-9 Form |

3. **SUBMISSION OF PROPOSALS:** The proposal must be received before the due date and time as specified in this solicitation. The Contractor is responsible for addressing the envelope as indicated below*. If the submittal arrives late, it may be returned unopened. Address the envelope as follows:

Mailing Address:

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

Hand Deliveries accepted:

Adams County Government Center
First Floor Central Lobby Receptionist
4430 South Adams County Parkway
Brighton, CO 80601

***All RFP submittals shall include the following label directly on the front of the envelope:**

ATTN: Shannon E. Sprague, CPPB
Contract Specialist II
RFP-SS-2017.753 / **PWT System Installation Project**

All documents related to this RFP will be posted on the Rocky Mountain Bid System (BidNet) at: <http://www.bidnetdirect.com/colorado/solicitations/open-bids>

- 3.1. Interested parties must register with this service to receive these documents.

4. **TERM OF AGREEMENT:** This is a one (1) year agreement for project work and with the option of three (3) annual project specific renewals that at Adams County's sole discretion may include the following, but is not limited to; project review, design, materials, and installation fee rates.

Any and all annual project specific renewals shall be administered via Amendment or Purchase Order, whichever means is in the best interest of Adams County. Contractor shall be subject to all terms and conditions as specified herein.

5. CONTRACTUAL OBLIGATIONS

- 5.1. The successful Contractor (the "Awardee") will be required to sign an Agreement substantially similar to the Agreement form in Appendix A. ("Construction Agreement") The County reserves the right to add, modify or delete provisions to the Sample Agreement and make any and all changes that may be required prior to Agreement execution.
- 5.2. Issuance of this solicitation does not commit the County to award any Agreement or to procure or Agreement for any equipment, materials or services.
- 5.3. If a formal Agreement is required, the Contractor agrees and understands that a Notice of Intent to 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.
- 5.4. Contractor is responsible for reviewing the Construction Agreement and understanding the terms and conditions contained therein, including, but not limited to, insurance requirements, indemnification, illegal aliens, equal opportunity, non-appropriation, and termination.
- 5.5. Contractor's Response must state in the Term of Acceptance Form its willingness to enter into the Form Agreement or Contractor shall identify and include any proposed revisions they have for the Form Agreement. Any proposed revisions made by the Contractor after the County Notice of Intent to Award the Solicitation may be grounds for rescinding said Notice. The identification of willingness to enter into the standard Agreement is for general purposes at this time, but is part of the evaluation process and must be included. There may be negotiations on the terms of service and services to be provided that may need further clarification.
- 5.6. Incorrect Pricing. As part of any award resulting from this process, Contractor(s) will discount all transactions as agreed. In the event the County discovers, through its Agreement monitoring process or formal audit process, that material or services were priced incorrectly, Contractor(s) agree to promptly refund all overpayments and to pay all reasonable audit expenses incurred as a result of the non-compliance.
- 5.7. The County may, during the term of the Agreement and any extensions, request additional work at other locations throughout Adams County by the successful Contractor.

5.8. Pricing MUST be submitted in a separate sealed envelope and shall be labeled:
RFP-SS-2017.753 –PWT System Installation Fee Schedule.

6. **METHOD OF AWARD** - It is the intent of the County to award an Agreement to the Contractor who provides the best value for Adams County.

6.1. Evaluation criteria, other than costs, are evaluated first. After rating the written Responses, costs are then considered against trade-offs such as satisfaction of requirements in the Solicitation, qualifications and financial condition of the Contractor, risk and incentives.

6.2. If it is in the best interest of the County, the Evaluation Committee may invite a limited number of Contractors to provide an oral presentation.

6.3. The County reserves the right to conduct negotiations with Contractors and to accept revisions of Responses. During this negotiation period, the County will not disclose any information derived from Responses submitted, or from discussions with other Contractors. Once an award is made, the Solicitation file and the Responses contained therein are in the public record.

8.6 Questions which arise during the Response preparation period regarding issues around this Solicitation, purchasing and/or award should be directed, via e-mail, to:

Name: Shannon E. Sprague, CPPB, Contract Specialist II

Email: ssprague@adcogov.org

The Contractor submitting the question(s) shall be responsible for ensuring the question(s) is received by the County by the date listed above in the schedule of activities for submitting the question(s) regardless of the method of delivery.

7. **OFFICIAL INTERPRETATION:** Any official interpretation of this RFP must be made by an agent of the County's Purchasing Division who is authorized to act on behalf of the County. The County shall not be responsible for interpretations offered by employees of the County who are not agents of the County's Purchasing Division.

8. **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.

8.1. 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.

9. **Bonding:** Bids in excess of \$50,000 must be accompanied by a Bid Bond (or Certified Check, payable to Adams County) for at least five percent (5%) of the total amount of the Bid. Your firm may submit your bond on the standard AIA form.

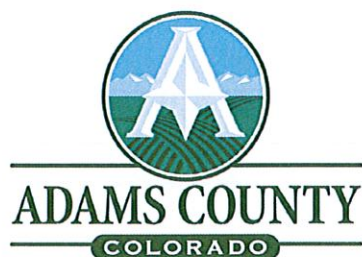
9.1. There will be no liquidated damages for this project.

Comment [AU1]: Is this accurate?

10. **BUDGET:** Budget will not be disclosed.

11. **DEBARMENT:** By submitting this proposal, the Contractor warrants and certifies that he/she is eligible to submit a proposal because he/she is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in a transaction by any Federal, State, or local department or agency.

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Adams County Finance Department
Purchasing Division
4430 South Adams County Parkway
Brighton, Colorado 80601

REQUEST FOR PROPOSAL GENERAL TERMS AND CONDITIONS

1. **APPLICABILITY:** These General Terms and Conditions apply, but are not limited, to all bids, Proposals, proposals, qualifications and quotations (hereinafter referred to as "Proposal" or "Response") made to Adams County (hereinafter referred to as "County") by all prospective Contractors, Contractors, bidders, firms, companies, publishers, consultants, or suppliers (herein after referred to as "Contractor" or "Contractors") in response, but not limited, to all Invitations to Bid, Requests for Proposals, Requests for Qualifications, and Requests for Quotations (hereinafter referred to as "Solicitation" or "Solicitations").
2. **CONTENTS OF PROPOSAL**
 - 2.1. **GENERAL CONDITIONS:** Contractors are required to submit their Proposals in accordance with the following expressed conditions:
 - 2.1.1. Contractors shall make all investigations necessary to thoroughly inform themselves regarding the plant and facilities affected by the delivery of materials and equipment as required by the conditions of the Solicitation. No plea of ignorance by the Contractor of conditions that exist or that may hereafter exist will be accepted as the basis for varying the requirements of the County or the compensation to the Contractor.
 - 2.1.2. Contractors are advised that all County Solicitations and Agreements are subject to all requirements contained in the County's Purchasing Division's Policies and state and federal statutes. When conflicts occur, the highest authority will prevail.
 - 2.1.3. Contractors are required to state exactly what they intend to furnish to the County in their Proposal and must indicate any variances to the terms, conditions, and specifications of this Solicitation no matter how slight. If variations are not stated in a Contractor's Proposal, it shall be construed that the Contractor's Proposal fully complies with all conditions identified in this Solicitation.
3. **Equal Opportunity:** The County intends and expects that the Contracting processes of the County and its Contractors provide equal opportunity without regard to gender, race, ethnicity, religion, age or disability and that its Contractors make available equal opportunities to the extent third parties are engaged to provide goods and services to the County as sub Contractors, Contractors, or otherwise. Accordingly, the Contractor shall not discriminate on any of the foregoing grounds in the performance of any Agreement awarded to the Contractor, and shall make

5.2. PRICES CONTAINED IN PROPOSAL-DISCOUNTS, TAXES, COLLUSION

5.2.1. Contractors may offer discounts to be considered in determining the lowest net cost for the evaluation of Proposals; discounts for periods of less than twenty days, however, will not be considered in making an award. If no prompt payment discount is being offered, the Contractor shall enter a zero (0) for the percentage discount to indicate net thirty days. If the Contractor does not enter a percentage discount, it is hereby understood and agreed that the payment terms shall be net thirty days, effective on the date that the County receives an accurate invoice or accepts the products, whichever is the later date. Payment is deemed to be made on the date of the mailing of the check.

5.2.2. Contractors shall not include federal, state, or local excise or sales taxes in prices offered, as the County is exempt from payment of such taxes.

5.2.2.1. Federal Identification Number: 20-1971780

5.2.2.2. State of Colorado Tax Exempt Number: 98-03569

6. SIGNING PROPOSAL

6.1. Contractor, by affixing its signature to this Solicitation, certifies that its Proposal is made without previous understanding, agreement, or connection either with any persons, firms or corporations making a Proposal for the same items, or with the County. The Contractor also certifies that its Proposal is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action. To insure integrity of the County's public procurement process, all Contractors are hereby placed on notice that any and all Contractors who falsify the certifications required in conjunction with this section will be prosecuted to the fullest extent of the law.

7. PREPARATION AND SUBMISSION OF PROPOSAL

7.1. PREPARATION

7.1.1. The Proposal must be typed or legibly printed in ink. The use of erasable ink is not permitted. All corrections made by the Contractor must be initialed by the authorized agent of the Contractor.

7.1.2. Proposals must contain a manual signature of an authorized agent of the Contractor in the space provided on the Solicitation cover page. The original cover page of this Solicitation must be included in all Proposals. If the Contractor's authorized agent fails to sign and return the original cover page of the Solicitation, its Proposal may be invalid and may not be considered.

7.1.3. The County logo is trademarked and property solely of the County. Contractors do not have permission to use the County's logo on any

documentation or presentation materials and to do so would be a violation of the County's trademark

- 7.1.4. Alternate Proposals will not be considered unless expressly permitted in the Scope of Work.
- 7.1.5. The accuracy of the Proposal is the sole responsibility of the Contractor. No changes in the Proposal shall be allowed after the date and time that submission of the Proposals is due.

7.2. SUBMISSION

- 7.2.1. The Proposal shall be sealed in an envelope with the Contractor's name and the Solicitation number on the outside. The County's Pricing Form 2017.752, which is included in this Solicitation, must be used when the Contractor is submitting its Proposal. The Contractor shall not alter this form (e.g. add or modify categories for posting prices offered) unless expressly permitted in the Solicitation or in an addendum duly issued by the County. Only sealed proposals received by the Purchasing Division of the Finance Department will be accepted; proposals submitted telephone, email, or facsimile machines are not acceptable.
- 7.2.2. Each Proposal must be submitted at the time and place, and number of copies as specified in this Solicitation. Failure to submit the required number of copies may deem the Contractor's Proposal non-responsive.
- 7.2.3. Failure to provide any requested information may result in the rejection of the Proposal as non-responsive.
- 7.2.4. Proposal must be submitted in the format supplied and/or described by the County. Failure to submit in the format provided may be cause for rejection of the proposal. Proposals must be furnished exclusive of taxes.
- 7.2.5. Contractor is responsible for ensuring their Proposal is received by the Purchasing Division prior to the deadline outlined in the solicitation regardless of the method of delivery.
- 7.2.6. Contractors, which qualify their Proposal by requiring alternate Contractual terms and conditions as a stipulation for Agreement award, must include such alternate terms and conditions in their Response. The County reserves the right to declare a Contractor's Proposal as non-responsive if any of these alternate terms and conditions is in conflict with the County's terms and conditions, or if they are not in the best interests of the County.

8. LATE PROPOSALS

- 8.1. Proposals received after the date and time set for the opening shall be considered non-responsive and may be returned unopened to the Contractor.
- 8.2. The County assumes no responsibility for late deliveries of mail on behalf of the United States Post Office or any other delivery system.
- 8.3. The County assumes no responsibility for a Proposal being either opened early or improperly routed if the envelope is not clearly marked on the outside: RFP-SS-2017.753 / **PWT System Installation Project**.
- 8.4. 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 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 Board of Commissioners to close the County offices.

9. MODIFICATION OR WITHDRAWAL OF PROPOSALS

- 9.1. MODIFICATIONS TO PROPOSALS. Proposals may only be modified in the form of a written notice on Contractor letterhead and must be received prior to the time and date set for the Proposals to be opened. Each modification submitted to the County's Purchasing Division must have the Contractor's name and return address and the applicable Solicitation number and title clearly marked on the face of the sealed envelope. If more than one modification is submitted, the modification bearing the latest date of receipt by the County's Purchasing Division will be considered the valid modification.
- 9.2. WITHDRAWAL OF PROPOSALS
 - 9.2.1. Proposals may be withdrawn in the form of a written notice on Contractor letterhead and must be received prior to the time and date set for the opening of Proposals. Any withdrawal of a Proposal submitted to Adams County Purchase Division must have the Contractor's name, return address, and the applicable Solicitation number and title clearly marked on the face of the envelope and on the withdrawal letter.
 - 9.2.2. Proposals may not be withdrawn after the time and date set for the opening for a period of ninety calendar days. If a Proposal is withdrawn by the Contractor during this ninety-day period, the County may, at its option, suspend the Contractor and may not accept any Proposal from the Contractor for a six-month period following the withdrawal.

10. REJECTION OF PROPOSALS

10.1. REJECTION OF PROPOSALS. The County may, at its sole and absolute discretion:

10.1.1. Reject any and all, or parts of any or all, Proposals submitted by prospective Contractors;

10.1.2. Re-advertise this Solicitation;

10.1.3. Postpone or cancel the process;

10.1.4. Waive any irregularities in the Proposals received in conjunction with this Solicitation; and/or

10.2. REJECTION OF A PARTICULAR PROPOSAL. In addition to any reason identified above, the County may reject a Proposal under any of the following conditions:

10.2.1. The Contractor misstates or conceals any material fact in its Proposal;

10.2.2. The Contractor's Proposal does not strictly conform to the law or the requirements of the Solicitation;

10.2.3. The Proposal expressly requires or implies a conditional award that conflicts with the method of award stipulated in the Solicitation;

10.2.4. The Proposal does not include documents, including, but not limited to, certificates, licenses, and/or samples, which are required for submission with the Proposal in accordance with the Solicitation; and/or

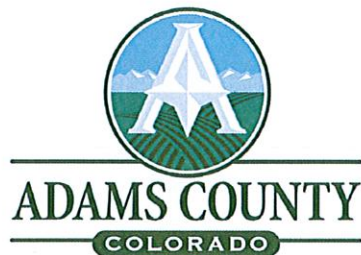
10.2.5. The Proposal has not been executed by the Contractor through an authorized signature on the Specification's Cover Sheet.

10.3. The County reserves the right to waive any irregularities or informalities, and the right to accept or reject any and all proposals.

11. ELIMINATION FROM CONSIDERATION

11.1. A Proposal may not be accepted from, nor any Agreement be awarded to, any person or firm which is in arrears to the County upon any debt or Agreement or which is a defaulter as surety or otherwise upon any obligation to the County.

11.2. A Proposal may not be accepted from, nor any Agreement awarded to, any person or firm who has failed to perform faithfully any previous Agreement with the County or other governmental entity, for a minimum period of three (3) years after the previous Agreement was terminated for cause.



Adams County Finance Department
Purchasing Division
4430 South Adams County Parkway
Brighton, Colorado 80601

REQUEST FOR PROPOSAL

ATTACHMENT A. – PROGRAMMED WATER TECHNOLOGY (PWT) SYSTEM SCOPE OF WORK

I. INTRODUCTION

1. Scope of Work:

This project is intended to be a "Design-Build" work scope intended to provide Programmed Water Technology (PWT) systems for control of water at detention cells within the Jail. Intent is to complete all sixteen (16) toilets and three (3) showers in the Medical Unit, with the capacity to install additional controls/devices at other detention cells in the Jail. Further, the goal of this project shall be, at a minimum, that the operational functionality of the existing PWT system can be utilized elsewhere in the facility.

The scope of the project work is generally segmented into several defined tasks:

- Examine and review existing PWT system used elsewhere in the facility and document the existing protocols.
- Design the new PWT system for the medical ward, using common operational and functional processes to the existing. If/where possible, have the new PWT system perform as a "match" to the existing.
- Furnish and install the devices, controls, software, programming, and interface necessary to make the new system operate completely. This shall be inclusive of all trades necessary including, but not limited to: plumbing, data/telecom, electrical, masonry or drywall, and any other trade deemed necessary to complete the project work.
- Test, confirm operation, and effectively train both Sheriff's Office and Maintenance staff on operation and maintenance of the system.

Comment [AU2]: Is this a part of the evaluation criteria as well?

I. Project Objective:

To obtain a Contractor that is efficient in the installation of programmed water technology (PWT) system for the Adams County Detention Center Medical cells 1-15. The contracted work shall be include, but is not limited to the following; hand sinks and toilets, Medical inmate accessible bathrooms, showers, bath tubs and all room areas where hand sinks in the bath are applicable, any and all work areas as designated by the Adams County Representative.

II. Project Minimum Equipment and Software Requirements:

1. Installation of programmed water technology (PWT) shall be approached in such a fashion that the awarded Contractor is able to conduct the entire project within their

business. Any and all subcontracting is not allowed or All subcontracting work shall be approved prior to work commencement.

Comment [AU3]: Is either statement true? If so, which one?

2. Any and all necessary permits or City Of Brighton inspection fees shall be the responsibility of the awarded Contractor.

3. The touch panel in the perspective department will be networked with the flush control system components, and will control said components via PWT software as designed and provided by Sloan Valve Company, Acorn, or Wallaby. The listed PWT software has been pre-approved by Adams County and no other software products shall be proposed. All mechanical components shall match existing.

Comment [AU4]: Is this statement accurate?

4. The touch panel shall have the ability to activate or deactivate and modify delays, run times, and lock out periods on any fixture or group of fixtures. The computer shall have the ability to monitor individual cells, floors, pods or entire cellblocks. The communication microprocessors shall be linked in parallel and have the ability to limit the number of flushes per cell limiting the number of simultaneous flushes throughout the system without queuing. All microprocessors shall function individually if the communication link is disrupted. During a power outage, all toilets shall have the ability to be fully operational. All the flushometer shall remain operational with last set of parameters, and shall have the ability to be reprogrammed via the communication link to the system control workstation or IT work station.

5. Software for a high security touch panel with graphic-user interface to monitor and control the control boards of a specific site will be provided. The screen graphics shall display, by picture, the individual cell components, as well as the operational state of the fixture. The system shall enable the user (s) through twisted pair wire, to track on-site fixture usage, create/modify parameters of the control boards and/or system and assign levels of security to access the system to different individuals. Software shall record all activation's to any valves as well as record any parameter modifications. The system and the site shall be user-definable, which includes parameters such as configurations for individual or groups of controllers, as well as defining parameters such as the number of cells, plus individual rooms per pod. The system shall also be user- friendly and shall have an icon on the touch panel to access the program, click to open with no password , the system should be on all the time when opened but shall have the capability of daily password protection if deemed necessary, and provide data logging capability for reporting purposes.

6. Control modules shall be Acorn, Sloan or Wallaby and will be integrated into the current touch screens and will need to be user friendly. Control modules shall have the ability to accept periodic programming upgrades and or additional features.

7. Fully programmable microprocessor controller to operate and control solenoid activated flushometers When the waterproof sensor is activated it signals the controller, which activates the solenoid resulting in solenoid valve activation allowing water to flow for the pre-programmed run-time of the micro-processor. The activation delays, run times and lock out parameters are pre-programmed by the factory to customer requirements.

8. System shall operate on 24 VAC with low wattage power consumption. All sensor assemblies shall be completely waterproof. Electrical hookup of the sensor and solenoid valves shall incorporate quick release six pin four conductor RJ11 plug type connectors. The microprocessor control board shall have the ability to control flush and water operations of water closet. The software shall incorporate electronic delays to control simultaneous flushing (delay shall be prior to valve activation, as well as before reuse) and lockout timing qualities for water conservation and time-out functions to discourage misuse.

9. Provide and install transformers, used to power the flush control modules. In all situations, the existing receptacle located in the service chase will be used. All flush controls shall be operable in the event of a power outage.

10. A master station shall be placed or installed on an existing computer in two (2) locations as determined by the County representative. The two (2) locations shall be necessary so that the County IT and maintenance designated representatives shall have accessibility, and ability to maintain the station with all access, including the master station being accessible via I.P address.

11. All flush control modules will be networked together as follows using Acorn, Sloan or Wallaby software that can be properly updated and managed by Adams County IT Department or awarded security and electronics Contractor by the Sheriff's Department.

- o Plenum rated cable will be used for all networking of all flush control system components. And placed inside each chase located in Medical.
- o A generic, LON-compliant cable with the same performance specifications as Belden 85102 will be utilized.

12. Contractor is to field verify all low voltage, mechanical, computer programming associated with the scope of work.

13. All Control modules shall be placed inside the chases and be readily accessible and protected from possible damages.

14. Existing Showers in Isolation rooms 1 & 2 and community bathrooms can be placed on a timer and operated through the touch panels and shall have a set run time of seven (7) minutes. The shower time shall have parameters that it can be adjusted to either increase or decrease shower time limit. This feature will be controlled by the Adams County Maintenance Department or IT Departments at their discretion.

15. All toilets located in the inmate cell areas shall have a limit of three (3) flushes per hour and the ability to adjust the parameters to either increase or decrease the amount of flushes per hour, this feature will be controlled by the Adams County Maintenance Department or IT Departments at their discretion.

16. All hand sinks located in the inmate cell areas shall be programmed to receive a 5-8 second cycle and have the ability to adjust the parameters to either increase or decrease the length of time, this feature will be controlled by the Adams County Maintenance Department or the IT Department at their discretion.

17. All existing vacuum controlled flushing and sink devices shall be removed and replaced with programmed water technology.

18. All fittings shall be brass, stainless steel, or copper. Where new fittings are to be placed on the water supply side pro-press copper fittings will be allowed. All supply lines to the actual device from the plumbing manifold shall be stainless steel braided supply lines.

19. All fire wall penetrations shall be fire caulked.

20. All electrical, low voltage wiring shall be supported with J-hooks and will not be allowed to be supported by suspended ceiling support wires or allowed to lay on top of any fire sprinkler supply lines.

III. Preliminary Commissioning Plan

1. Due to the straightforward nature of water fixture retrofits, commissioning that will be performed is to check all fixtures to ensure that the post retrofit condition meets the County's expectations, the presence of County personnel will be requested during the commissioning process.
2. The following preliminary commissioning plan is designed as a framework from which the final commissioning plan will be developed.
3. Develop functional performance tests (FPTs) to test the performance of the installed equipment. This will include testing the flush control of the PWT system at the fixture, testing the locking out of toilets once the flush limit has been reached, and testing the remote flushing and lockout functionality from the touch panels.
4. Review contractor O&M manuals to ensure that content clearly identifies equipment installed, maintenance schedules and warranty procedures.
5. Assemble final commissioning document and deliver to owner for sign-off.

IV. Work Hours

1. Work is to be completed after regular operating hours Monday – Friday 7:00am-3:30pm. Due to the nature of the surrounding environment and to minimize work place interruptions alternate hours may be required. This will be the sole discretion of Adams County Facility Operations and approved prior to any work commencement.

Comment [AUS]: Is this accurate?

2. All work must be completed on or before by December 31, 2017.

V. Work Conditions and Requirements.

1. A Colorado and national background check will be required for all persons prior to being granted access to County Facilities. Employees that do not pass the initial background process will not be allowed to conduct work for Adams County.
2. No persons shall commence work until all backgrounds are completed and cleared.
3. All tools to perform the job are required to be checked in and accounted for before leaving the work area, and are to be checked at the start and finish of each day until the job is completed. It is the contractor's responsibility to insure that all tools are checked into the facility are accounted for and if any tool is lost or missing is to be reported immediately to the Facility Operations Supervisor. The County's preference is that all tools are left on site in a locking job box in a secured location that will be determined by Facility Operations Supervisor. This will eliminate the time consuming task of the front lobby staff conducting a tool inventory every day, once these tools are left on site it will be the responsibility of the Contractor to conduct morning, and afternoon inspections to insure that all tools are accounted for.
4. Contractor shall supply all tools, ladders, and equipment necessary for the job to be completed.
5. Work area must be kept clean and all debris is to be swept and properly disposed at the end of each day and site at the end of the project.
6. Contractors and their staff are not allowed to conduct any type of conversation with inmates; violation of this rule will result in the request to leave the premises and may result in cancellation of the agreement.

7. The safety for staff and inmates is held to a high standard, and must be followed at all times. If any Contractor or their workforce is not able to provide a safe and secured working environment they will then be asked to leave the premises immediately.

VI. Acceptance and Background.

1. A Colorado and national background check will be required for all persons prior to being granted access to County facilities. The cost of the background checks will be the Contractors responsibility.

2. No persons shall commence work until all backgrounds are completed and cleared.

3. All contractors shall follow Adams County Facility Operations policies and procedures. Contractor regulations FO-06 and Adams County safety program F0-05. A copy of these policies shall be given to the awarded Contractor prior to start of work.

Comment [AU6]: Is this accurate?

4. A minimum of three (3) references must be provided of similar projects. Adams County. Facility Operations reserves the right to contact or visit those references to check quality of work.

VII. Project Schedule:

Work shall be performed at each site on a mutually agreed date(s), scheduled with the Sheriff's Office and Facilities Maintenance to avoid significant impact to the on-site operations. Project completion of all sites is anticipated on or before December 31, 2017. If your firm is unable to meet this project schedule then provide an anticipated completion date for Adams County to consider during evaluation.

Sequencing of activities at each site is the Contractors responsibility, however shall be identified in a site-by-site schedule no later than the Pre-Construction Meeting. The activities shall be conducted in a professional manner normally associated with similar work in a detention facility, and in general shall be:

- Existing System Review
 - Review and Approval with Sheriff's Office and Facilities
- Design of New System
 - Review and Approval with Sheriff's Office and Facilities
- Installation of New PWT System
 - Coordination of Schedule with Sheriff's Office and Facilities
- Testing, Commissioning, and Training
 - Conducted with Sheriff's Office and Facilities

Furthermore, best practices and professional methods for installation are expected, and scheduled accordingly:

- Plan accordingly for weather and material deliveries, and have "back-up" plans in place prior to starting the work. Work schedules and updates will be required weekly.
- Coordinate work as appropriate for this location, considering it is a potential 24/7 operation.

Weekly OAC meetings will be required during the extent of the project. Location(s) to be on-site but will vary dependent on current activities. Schedule updates are required at each OAC meeting from the awarded Contractor and shall be approved by Adams County Representative upon conclusion of each meeting.

VIII. General Work Practice:

As previously identified, work shall be performed in accordance with industry standards, with appropriate safety and site protection at each work location:

- Provide all barricades, signage, etc. and other protections as necessary to maintain vehicular and pedestrian traffic flow during the work. Where adjacent occupancies remain active, provide safety staff.
- Provide necessary protections of the new work to prevent accidental damage or vandalism. It is the Contractor's responsibility to turn-over completed undamaged work to the County, and replace it if it is damaged.
- Provide necessary protections for existing buildings, cells, equipment, etc. Damage by the Contractor to these elements will be repaired by the Contractor (or County's selected third-party) at no cost to the County.
- Identify any utilities that may require interruption – coordinate with the County a minimum of 72 hours prior to interruption.
- Workmanship shall be high quality meeting industry standard.

IX. Additional / Future Year Scope:

Adams County has a finite budget for the current project, and therefore may elect to expand or contract the quantity of units based on the unit pricing. In addition, please provide cost escalation/annual increase amounts for future years scope should the County endeavor to add additional wards/locations based on future available funding. Intent is to confirm pricing for potential additional locations in 2018 and 2019.

Comment [AU7]: Is there a particular fee schedule that needs to be published with the RFP? Does this only apply to Software Licensing?

X. Warranty:

Adams County performs regular maintenance of buildings and systems, and installation of all work by the Contractor is expected to withstand the normal wear and tear, weather, and current maintenance levels of the County. Warranty shall be for a minimum of two (2) years.

Comment [AU8]: Is this accurate?

XI. Fee Proposal Breakdown:

Adams County Facility Operations Management intends to contract for all work included in this RFP Package, however due to budget restraints may have to make selective decisions as to the extent of the work performed. To this end, Proposers shall complete and provide with their submittal the Attachment B. - 2017.753 -RFP SS / PWT System Installation - Fee Schedule.

REMAINDER OF PAGE LEFT BLANK INTENTIONALLY

XII. **RESPONSE FORMAT** / SUBMITTAL REQUIREMENTS

Failure to respond in the required format may deem your submittal non-responsive.
Failure to provide required information may deem your submittal non-responsive.

SUBMISSION OF PROPOSALS: **ONE (1) hardcopy ORIGINAL, ONE (1) electronic ORIGINAL (USB or CD-single PDF document) and THREE (3) HARDCOPIES, TOTAL OF FIVE (5) submittals of each Proposal** must be received at the time and place specified in this Solicitation. Submittals should be prepared simply and economically providing a straightforward, concise description of the Contractor's ability to perform the requirements of this solicitation. Failure to submit the required number of copies may deem the Contractor non-responsive.

PRICING MUST BE SUBMITTED IN A SEPARATE SEALED ENVELOPE. THERE MUST NOT BE ANY PRICING INFORMATION WITHIN THE PROPOSAL SUBMITTAL ENVELOPE.

Electronic copy shall be an EXACT reproduction of the original documents provided. All sections shall be combined into a single PDF electronic document.

XIII. **Proposal Submittal Requirements:** All detailed information shall be required and shall be included in all submittals under and/or labeled with the name of the TAB as specified. Any additional information shall be included after the specified TAB.

A. **Format Requirements:**

1. Provide submittal without reference to Adams County logo or company logo.
2. Label cover of Original submittal
3. Submit proposal in a **Tab Format** that includes the following:
 - a. **Table of Contents** – Include a clear identification of the material by section and by page number. , i.e. Mandatory Requirements section, etc.
 - b. **Executive Summary** - The executive summary should give in brief concise terms a summation of your submittal. Identify the points that make your firm uniquely qualified for this engagement.
 - c. **Profile of the Firm** – State whether your firm is local, national, or international.
4. **Provide documentation that satisfies the criteria to be evaluated.**

5. **TAB A. CORE SERVICE DELIVERABLES:**

Comment [AU9]: I am not sure that there is clear evaluation criteria, PLZ review and confirm.

1. Provide documentation that satisfies the **Attachment A. - PWT System Installation Project- Scope of Work** requirements

6. **TAB B. REFERENCE INFORMATION:** Complete and submit the **REFERENCE FORM**

1.1. Please list any and all current clients that are governmental entities in Colorado and sample nationally.

7. **TAB C. ADDITIONAL INFORMATION:**

1.2. Any other information your firm would like to provide that may be of interest to the evaluation committee.

XIV. **Evaluation Process: The proposals will be evaluated based on the following criteria:**

1.3. The extent that the proposal meets the requirements in this RFP.

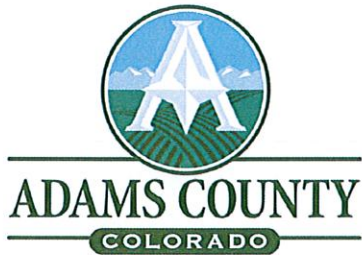
1.4. Market expertise and experience of the broker representative that will be assigned to the Adams County account.

1.5. Understanding of the services requested and outlined in the scope of services.

1.6. Overall responsiveness to the RFP.

1.7. Project Fee Schedule as proposed.

Comment [AU10]: I am sure there is more and/or this is just from another proposal- PLZ REVIEW AND MAKE MODIFICATIONS



Adams County Finance Department
Purchasing Division
4430 South Adams County Parkway
Brighton, Colorado 80601

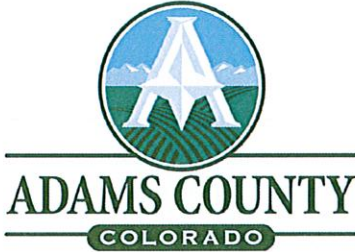
**REQUEST FOR PROPOSAL
PRICING FORM: 2017.753
(Submit in separate sealed envelope)**

All costs must be listed and all itemized fees and rates shall be included in all submittals along with the total fees as noted below per year.

DO NOT attach a quote.

Costs must remain firm for 120 days from time of the submittal due date.

- **Attachment B. - 2017.753 -RFP SS / PWT System Installation - Fee Schedule*
(Excel Spreadsheet)**
 - Include the following additional information when submitting pricing : Itemized Labor Rate Sheet / Hourly Rates Per Position



Adams County Finance Department
 Purchasing Division
 4430 South Adams County Parkway
 Brighton, Colorado 80601

**REQUEST FOR PROPOSAL
 SUBMISSION FORM**

SUBMISSION: It is imperative you address your submittal envelope* as follows:

Mailing Address:

Adams County Government Center
 Purchasing Division C4000A
 4430 South Adams County Parkway
 Brighton, CO 80601

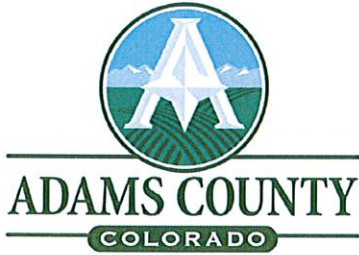
Hand Deliveries Accepted:

Adams County Government Center
 First Floor Central Lobby Receptionist
 4430 South Adams County Parkway
 Brighton, CO 80601

*All RFP submittals shall include the following label directly on the front of the envelope:

ATTN: Shannon E. Sprague, CPPB
 Contract Specialist II
 RFP-SS-2017.753 / PWT SYSTEM INSTALLATIONSERVICES

Does your Proposal comply with all the terms and conditions of this Solicitation? If no, indicate exceptions on a separate page with letterhead included.	YES	NO
Does your Proposal provide proposed revisions to the attached Sample Agreement and identified on the Term of Acceptance Form?	YES	NO
Does your Proposal meet or exceed all specifications, including minimum service requirements? If no, indicate exceptions on separate page with letterhead included.	YES	NO
Requirements met and response included?	YES	NO
Have all the addendums been acknowledged?	YES	NO
Original and the number of copies specified enclosed including electronic copy?	YES	NO
Has a duly authorized agent of the contractor signed the cover sheet ?	YES	NO
Is pricing form enclosed in a separate sealed envelope?	YES	NO
Have the following forms been included: Contractor's Certification of Compliance / References Form Contractor Statement?	YES	NO



Adams County Finance Department
Purchasing Division
4430 South Adams County Parkway
Brighton, Colorado 80601

**REQUEST FOR PROPOSAL
STATEMENT OF NON-SUBMITTAL
COMPLETION OF THIS FORM IS OPTIONAL**

Adams County values your input. If you are unable to participate, will you spend a few minutes to complete this form and return with your NO BID response.

Please send to: Adams County Purchasing Division Email to: ssprague@ADCOGOV.ORG
Attn: Contract Specialist II Subject: RFP-SS-2017.753 / Insurance Broker
Shannon E. Sprague, CPPB
RFP-SS-2017.752 / Insurance Broker Services

4430 South Adams County Parkway, C4000A
Brighton, CO 80601

- We are unable to meet specifications.
- Insufficient time to respond to the solicitation.
- Our schedule would not permit us to perform within the required time.
- We are unable to meet insurance and/or bonding requirements.
- We do not offer/supply this product or service.

Further Remarks/Comments:

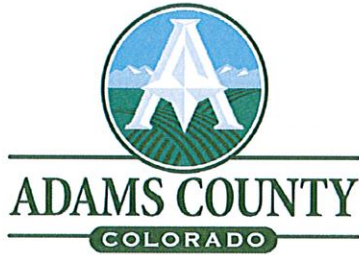
PRINT OR TYPE YOUR INFORMATION

Contractor Name _____ Phone _____

Address: _____ City/State _____ Zip Code _____

Contact Person _____ Title _____ Date _____

Email Address _____



Adams County Finance Department
Purchasing Division
4430 South Adams County Parkway
Brighton, Colorado 80601

**REQUEST FOR PROPOSAL
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 Agreement for services with Adams County, Colorado, the undersigned Contractor hereby certifies that at the time of this certification, Contractor does not knowingly employ or Agreement with an illegal alien who will perform work under the attached Agreement 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 Agreement for services.

Contractor Name

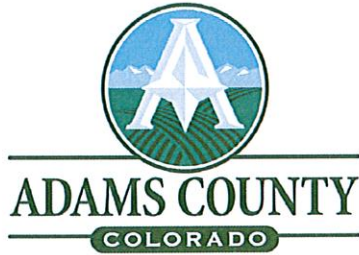
Printed or Typed Name

Signature

Title

Date

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.



Adams County Finance Department
Purchasing Division
4430 South Adams County Parkway
Brighton, Colorado 80601

**REQUEST FOR PROPOSAL
CONTRACTOR'S STATEMENT**

I have read and fully understand all the conditions herein set forth in the foregoing paragraphs, and by my signature set forth hereunder, I hereby agree to comply with all said 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 (list all): _____

Contractor Name _____ Date _____

Signature _____ Printed Name _____

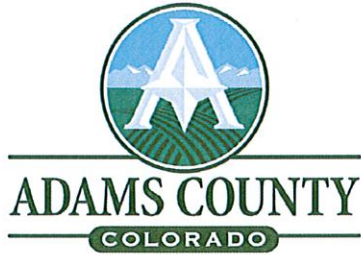
Title _____

Address _____

City, State, Zip Code _____ County _____

Telephone _____ Fax _____

Email _____



Adams County Finance Department
 Purchasing Division
 4430 South Adams County Parkway
 Brighton, Colorado 80601

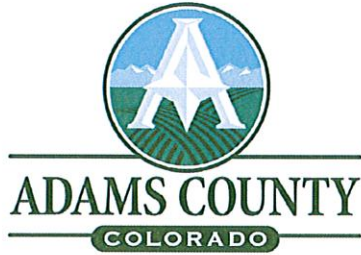
**REQUEST FOR PROPOSAL
 REFERENCE FORM**

Contractors shall furnish the names, addresses and telephone numbers of a minimum of three (3) firms or government organizations for which the Contractor has provided similar accounts:

Company Name	
Address	
Reference Name	
Reference Email Address	
Telephone Number	
Project Value	\$

Company Name	
Address	
Reference Name	
Reference Email Address	
Telephone Number	
Project Value	\$

Company Name	
Address	
Reference Name	
Reference Email Address	
Telephone Number	
Project Value	\$



Adams County Finance Department
Purchasing Division
4430 South Adams County Parkway
Brighton, Colorado 80601

**REQUEST FOR PROPOSAL
TERM OF ACCEPTANCE FORM**

Request for Proposal # RFP-SS-2017.753 / *INSURANCE BROKER SERVICES*

I, on behalf of the Contractor identified below, hereby certify that I have read a copy of the sample Agreement attached to the RFP and understand the terms and provisions contained in that Agreement. I further hereby certify that it is the Contractor's intent to comply with each and every term and provision contained in the sample Agreement and propose no modifications to the sample Agreement except as follows:

- 1) _____
- 2) _____
- 3) _____

I understand that the modification stated above, if any, are offered for discussion purposes only and that Adams County reserves the right to accept, reject or further negotiate any and all proposed modification to the sample Agreement.

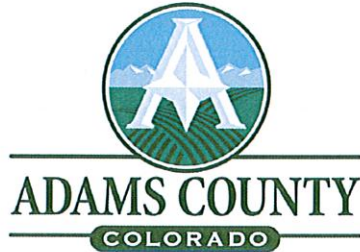
Contractor Name

Authorized Signature

Printed Name

Title

Date



Adams County Finance Department
Purchasing Division
4430 South Adams County Parkway
Brighton, Colorado 80601

REQUEST FOR PROPOSAL
APPENDIX A
SAMPLE AGREEMENT FOR
CONSTRUCTION / Exhibit A

The Sample Agreement for Construction / Exhibit A. is included in this solicitation for informational and reference purposes only.

SAMPLE OF ADAMS COUNTY CONSTRUCTION CONTRACT

THIS CONSTRUCTION AGREEMENT ("Agreement") is made as of this _____ day of _____, 2015, by and between the Board of County Commissioners of Adams County, Colorado, located at 4430 South Adams County Parkway, Brighton, Colorado 80601, hereinafter referred to as the "County," and, Winner123, located at Address123, hereinafter referred to as the "Contractor."

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

1. RESPONSIBILITIES/SERVICES OF THE CONTRACTOR

- 1.1. The Contractor shall furnish all of the labor, machinery, equipment, materials, and supplies necessary to perform all of the work shown on the plans and described in the specifications, and in all other documents incorporated herein by reference, entitled:

Invitation for Bid:

- 1.2. The Contractor shall perform in accordance with the project scope and provisions of the Request for Proposal, and, in addition to the terms set forth in this Agreement, the Contractor agrees to be bound by and to perform in accordance with the following specified documents attached hereto and incorporated herein as if fully written into this Agreement:

- 1.2.1. All terms set forth in the RFP DOCUMENTS attached hereto and identified as: REQUEST FOR PROPOSAL, BID PROPOSAL, BID SCHEDULE, BID BOND, CONSTRUCTION AGREEMENT, PERFORMANCE & PAYMENT BONDS, INSURANCE, BIDDER'S CLIENT LIST, BIDDER'S CREDIT LIST, NOTICE OF AWARD, ACCEPTANCE OF NOTICE OF AWARD, NOTICE TO PROCEED, LETTER OF ACCEPTANCE, APPLICATION FOR EXEMPTION CERTIFICATE, FIELD ORDER, CHANGE ORDER, APPLICATION FOR PAYMENT, PARTIAL WAIVER OF LIEN, FINAL WAIVER OF LIEN, CERTIFICATE OF FINAL COMPLETION, PROJECT DRAWINGS AND ANY SPECIAL DETAILS.

- 1.3. The Contractor agrees that it has satisfied itself as to the nature and location of the work, the character, quality, and quantity of the materials to be encountered, including subsurface conditions, the equipment and facilities needed to complete the work, the local conditions, and all other matters which can affect the work under this Agreement and Contractor assumes the risk should the conditions enumerated in this section differ from what Contractor anticipated.
- 1.4. When required by any document incorporated into this Agreement, certain specified materials shall not be incorporated in the work until tests have been made and the material found to be in accordance with the requirements of the specifications. All costs of initial testing shall be included in the price bid. The Contractor will pay for repeated tests due to failure of initial tests.
- 1.5. This Agreement does not guarantee to the Contractor any work except as authorized in accordance with this Section I, nor does it create an exclusive agreement for services.
- 1.6. The Contractor understands that close cooperation and coordination of this project with all or other contractors or subcontractors is required.
- 1.7. 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. COMPLIANCE WITH C.R.S. § 8-17.5-101, ET. SEQ. AS AMENDED 5/13/08

- 2.1. 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:
- 2.2. 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.
- 2.3. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.
- 2.4. 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.
- 2.5. 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.

- 2.6. 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.
- 2.7. 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.
- 2.8. 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).
- 2.9. 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.

3. RESPONSIBILITIES OF THE COUNTY

The County shall:

- 3.1. Provide information as to its requirements for the project.
- 3.2. Give prompt notice to the Contractor whenever the County observes or otherwise becomes aware of any defect in the project.
- 3.3. Provide reasonable assistance to the Contractor in obtaining approval from all governmental authorities having jurisdiction over the project, and such approvals and consents from such other individuals or bodies as may be necessary for completion of the project.
- 3.4. Furnish, or direct the Contractor to provide, at the County's expense, necessary additional services.

4. TERM

- 4.1. The work to be performed under this Agreement shall be for XXX

5. PAYMENT AND FEE SCHEDULE

- 5.1. 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 (\$).
- 5.2. The Contractor shall maintain hourly records of time worked by its personnel to support any audits the County may require, and shall bill the County monthly for costs accrued during the preceding month. Payments on these billings will be subject to estimates prepared by the Project Manager of the value of work performed and materials delivered and materials placed in accordance with the specifications. Upon submission of such billings to the County and approval by the Project Manager,

payment shall be issued. It is understood and agreed that the County may require a maximum of thirty-one (31) days to process payment after receiving billing in proper the form.

- 5.3. The County may deduct money from the partial payments in an amount necessary to protect the interests of the County, and is dependent upon the following:
 - 5.3.1. If the Agreement is for one hundred fifty thousand dollars (\$150,000) or more, the County shall withhold five percent (5%) of monthly partial payments until the contract is completed satisfactorily and finally accepted by the County. For Agreements less than one hundred fifty thousand dollars (\$150,000), the County may withhold more than five percent (5%).
 - 5.3.2. All money withheld pursuant to this section shall be retained by the County no more than thirty (30) days after the project has been completed to satisfaction and has been finally accepted by the County. If the County finds that satisfactory progress is being made in all phases of the Agreement, the County may, upon written request of the Contractor, authorize payment from the withheld percentage. Before such payment is made, the County shall determine that satisfactory and substantial reasons exist for the payment, and shall require written approval from any surety furnishing bonds for the work performed under the terms of this Agreement.

5.4. 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. To the extent allowed by the Colorado Taxpayer Bill of Rights and Title 29 of the Colorado Revised Statutes, the County represents that it has appropriated an amount of money for this Agreement that is at least equal to the contract price.

6. LIQUIDATED DAMAGES

- 6.1. The Contractor agrees that time is of the essence in the performance of this Agreement. If the Contractor is delayed for any reason beyond its control, the Contractor shall submit the reason for the delay in writing to the Project Manager who shall decide whether it sufficiently justifies an extension of the completion date.
- 6.2. All decisions of the Project Manager are at his/her complete discretion and will be final.
- 6.3. Time is of the essence in the performance of this Agreement. In the event the Contractor shall fail to complete all the work to be performed by the completion time aforementioned, the Contractor shall pay to the County as and for liquidated damages, not as a penalty, the applicable sum set forth in the schedule below, for each and every calendar day that the Contractor shall be in default. From more than to and including:

Original Amount		Daily Charge Amount
From More Than	Up To and Including	
0	150,000	500
150,000	250,000	600
250,000	500,000	800
500,000	1,000,000	1,400
1,000,000	2,000,000	2,000
2,000,000	4,000,000	3,300
4,000,000	10,000,000	3,900
10,000,000	and up	3,900*
* plus 300 per each additional \$1,000,000 contract amount or part thereof over \$10,000,000		

- 6.4. Any deduction assessed as liquidated damages under this section shall not relieve the Contractor from liability for any damages or costs resulting from delays to other contractors on the job or to other projects caused by a failure of the Contractor to complete the work according to the agreed time.
- 6.5. Any extension(s) of the completion date authorized by the Project Manager pursuant to this section shall not relieve the Contractor from liability for any damages or costs resulting from delays to other contractors on the job. The Contractor agrees to indemnify and hold the County harmless from any claim against the County resulting from the Project Manager authorizing an extension of the completion date or from the Contractor's failure to complete this Agreement by the completion date aforementioned.
- 6.6. Permitting the Contractor to continue and finish the work, or any part thereof, after elapse of the agreed time will not operate as a waiver on the part of the County of any of its rights under this Agreement.

7. WARRANTY

- 7.1. The Contractor warrants and guarantees to the County that all work, equipment, and materials 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.

8. SUBCONTRACTING

- 8.1. The Contractor may utilize the services of subcontractors on those parts of the work that would normally be performed by subcontractors. But the Contractor shall not subcontract any portion of the work until the written approval of such action has been obtained from the Project Manager. The Contractor shall be fully responsible to the County for the acts and omissions of its subcontractors and their employees.

9. CHANGE ORDERS OR EXTENSIONS

9.1. The County may, from time to time, require changes in the scope of the services of the Contractor to be performed herein including but not limited to additional instructions, additional work, and the omission of work previously ordered. The Contractor shall be compensated for all authorized changes in services, pursuant to the applicable provision in the Invitation to Bid, or, if no provision exists, pursuant to the terms of a Change Order. No Change Order shall be issued unless the County has appropriated sufficient funds to pay for the Change Order in the event the amount due pursuant to the Agreement as altered by the Change Order would result in the total contract price exceeding the amount originally appropriated by the County for the Agreement.

9.2. The County may, upon mutual written agreement by the parties, extend the time of completion of services to be performed by the Contractor.

10. INSPECTIONS, REVIEWS AND AUDITS

10.1. When the work is completed, the Contractor shall file a written notice with the Project Manager that the work, in the opinion of the Contractor, has been finished. Within ten (10) days after the Contractor files the written notice, the Project Manager and the Contractor shall make a final inspection of the project to determine whether all of the work has been completed in accordance with this Agreement and with all documents incorporated herein. A final list shall be made by the County, in sufficient detail to fully outline to the Contractor the following items:

- 10.1.1. Work to be completed, if any; and,
- 10.1.2. Work not in compliance with the Agreement, if any; and,
- 10.1.3. Unsatisfactory work for any reason, if any.

10.2. The County shall not authorize final payment until all items on the list, if any, have been completed to the satisfaction of the Project Manager.

11. CLEAN-UP

11.1. The Contractor shall frequently clean up all refuse or scrap materials resulting from the progress of the work. Upon completion of the work and prior to final inspection, the Contractor shall remove from the construction site and occupied adjoining property all refuse, unused materials, forming lumber, sanitary facilities, and any other materials belonging to the Contractor or subcontractors. Failure of the Contractor to clean up and restore the site satisfactorily will result in the County doing so. The cost will be charged to the account of the Contractor or his/her surety.

12. PROJECT ADMINISTRATION

12.1. The Project Manager for this Agreement shall be PROJECT MANAGER, who can be reached by phone at 720-523-XXXX. The Project Manager does not have the authority to alter or modify the terms of this Agreement.

12.2. The Project Manager is designated by the County to exercise authority on its behalf under this Agreement, and to see that it is performed according to its terms. The Project Manager shall furnish all explanations or directions and inspections necessary to carry out and complete satisfactorily the services contemplated and provided for under this Agreement. The Project Manager shall also approve all report formats and

related procedures, and shall be responsible for final acceptance of all work performed. Any conflict between the plans or specifications, and any other document incorporated herein, shall be submitted in writing to the Project Manager for review and determination.

12.3. If the Contractor considers any work demanded to be outside the Agreement requirements, or considers any determination of the Project Manager to be unfair, the Contractor shall immediately ask for a written instruction or decision from the Project Manager and shall proceed to perform the services to conform to the Project Manager's determination. If the Contractor considers such instructions or decision to be unsatisfactory, it shall, within five (5) days after their receipt, file a written protest with the Adams County Purchasing Office stating the objections and the reasons therefore. Unless protests or objections are made in the manner specified and within the time limit stated herein, the Contractor hereby waives all grounds for protests.

12.4. All claims, disputes, and other matters in question arising out of or relating to the Agreement documents or breach thereof between the Project Manager and the Contractor shall be submitted to the Adams County Purchasing Office.

13. NONDISCRIMINATION

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

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

14. INDEPENDENT CONTRACTOR

14.1. 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 State law and personal injury and property damage insurance in the coverage amounts as described in Section XIV. **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.**

15. INDEMNIFICATION

15.1. The Contractor agrees to indemnify and to hold the County and its agents harmless 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 or property caused or sustained by any person, persons, or entities as a result of the performance or failure of the Contractor, its agents or employees, or any subcontractor to provide services pursuant to the terms of this Agreement.

16. INSURANCE

16.1. The Contractor shall furnish a certificate of insurance for commercial general liability, comprehensive automobile liability, workers' compensation, and professional liability upon notification of award and prior to performance. Work shall not commence under this Agreement until the Contractor has submitted to the County, and received approval thereof, the certificate of insurance showing compliance with the following types and coverage of insurance.

16.1.1. 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

16.1.2. 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

16.1.3. Workers' Compensation Insurance: Per Colorado Statutes

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

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.

16.2. The Contractor's commercial general liability, comprehensive automobile liability, workers' compensation, and professional liability insurance policies and/or certificates of insurance shall be issued to include Adams County and the Colorado Department of Transportation (CDOT) as an "additional insured" and shall include the following provisions:

16.2.1. 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.

16.2.2. 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.

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

- 16.3. 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 becomes unsatisfactory to the County, the Contractor shall promptly obtain a new policy, submit the same to the Purchasing Agent of Adams County for approval, and thereafter submit a certificate of insurance as herein provided. Upon failure of the Contractor to furnish, deliver, and 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 to obtain and/or maintain any required insurance shall not relieve the Contractor from any liability under the Agreement, nor shall the insurance requirements be construed to conflict with the obligations of the Contractor concerning indemnification.
- 16.4. If the Contractor is a Joint Venture, then the respective parties thereto are each individually held fully responsible for completion of the project according to the terms of this Agreement. The parties thereto also have joint and several liabilities to the County for any liquidated damages assessed or for performance bond claims against the Joint Venture. The performance bond and all insurance required by this Agreement shall set forth the identity of each party to the Joint Venture.

17. TERMINATION

- 17.1. Termination of Agreement for the Convenience of the County: The County, at its sole option and discretion, may terminate this Agreement at any time by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least fifteen days before the effective date of termination. If the Agreement is terminated by the County, the Contractor will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Contractor covered by this Agreement, less payments of compensation previously made.
- 17.2. Termination of Agreement for Cause: If, through any cause, the Contractor shall fail to fulfill its obligations under this Agreement in a timely and proper manner, or if the Contractor shall violate any of the covenants, agreements, 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.
- 17.3. Ownership of Partially Completed Work: All work accomplished by the Contractor prior to the date of such termination shall be recorded and tangible work documents shall be transferred to and become the sole property of the County prior to payment for services rendered.
- 17.4. Notwithstanding the above, the Contractor shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Agreement by the Contractor and for the purposes of setoff until such time as the exact amount of damages due the County from the Contractor is determined.

18. BONDING:

- 18.1. The Contractor shall secure a Performance Bond and a Payment Bond each in the amount of one hundred percent (100%) of the Agreement price with a corporate surety

approved by the County and licensed to do business in the State of Colorado, said bonds to be released at the sole discretion of the County.

19. MUTUAL UNDERSTANDINGS

- 19.1. 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 venue and jurisdiction for disputes regarding performance of this Agreement are with the District Court of Adams County, Colorado.
- 19.2. Compliance with Laws: The Contractor, at all times during the performance of this Agreement, agrees to strictly adhere to all applicable federal, state, and local laws, rules, and regulations that affect or govern the work as contemplated under this Agreement. If applicable, the Contractor and subcontractors shall abide by all applicable provisions of the Davis-Bacon Act for payment of wages to employees and the Contract Work Hours and Safety Standards Act. The parties hereto aver that they are familiar with §§ 18-3-301, 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.
- 19.3. 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.
- 19.4. 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.
- 19.5. 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.
- 19.6. 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.
- 19.7. Notice: Any notices given under this Agreement are deemed to have been received and to be effective:
- 19.7.1. Three (3) days after the same shall have been mailed by certified mail, return receipt requested; and,
 - 19.7.2. Immediately upon hand delivery; or,
 - 19.7.3. Immediately upon receipt of confirmation that an E-mail was received.
 - 19.7.4. For the purposes of this Agreement, any and all notices should be addressed to the contacts listed below:

Department: Adams County (department name)
Contact:
Address:
City, State, Zip:
Phone:
E-mail:

Department: Adams County Purchasing
Contact:
Address: 4430 South Adams County Parkway
City, State, Zip: Brighton, Colorado 80601
Phone:
E-mail:

Department: Adams County Attorney's Office
Address: 4430 South Adams County Parkway
City, State, Zip: Brighton, Colorado 80601
Phone: 720.523.6116
E-mail:

Contractor: Winner123
Contact:
Address:
City, State, Zip:
Phone:
E-mail:

- 19.8. 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.
- 19.9. 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.
- 19.10. 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.
- 19.11. Confidentiality: All documentation related to this Agreement will become the property of Adams County. All documentation maintained or kept by Adams County shall be subject to the Colorado Open Records Act, C.R.S. 24-72-201 *et seq.* ("CORA"). The County does not guarantee the confidentiality of any records.

The remainder of this page is left blank intentionally.

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

Board of County Commissioners

Chairman Date _____

Winner123

Signature Date _____

Printed Name Title _____

Attest:

Stan Martin, Clerk and Recorder

Deputy Clerk

Approved as to Form: _____
Adams County Attorney's Office

NOTARIZATION OF CONTRACTOR'S SIGNATURE:

COUNTY OF _____)

STATE OF _____)SS.

Signed and sworn to before me this ____ day of _____, 2015,

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

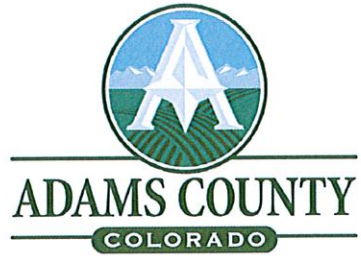
Date

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



REQUEST FOR PROPOSAL
W-9 FORM*

*SEE BELOW – Page 34

**Request for Taxpayer
Identification Number and Certification**

Give form to the
requester. Do not
send to the IRS.

Legal Name (as reported on your income tax return)

Business Name, if different from above

Check appropriate box: Individual/Sole proprietor Corporation — Do you provide medical services? Yes No Estate/Trust Exempt from backup withholding
 Partnership General Limited Other Groups of Individuals Government (or Government Operated) Entity
 Organization Exempt from Tax under Section 501(c)(3) — Do you provide medical services? Yes No

Address (number, street, and apt. or suite no.)

City, state, and ZIP code

List account number(s) here (optional)

Requester's name and address (optional)
AURARIA HIGHER EDUCATION CENTER
Accounting and Business Services
Campus Box 8
P.O. Box 173361
Denver, CO 80217-3361

Print or type
See specific instructions on page 2.

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 2. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on reverse side.

Check here if you DO NOT have a SSN or EIN, but have applied for one.
 See reverse side for information on *How to Obtain a TIN*. Licensed Real Estate Broker? Yes No

Social Security number

--	--	--	--	--	--	--	--	--	--

OR

Employer identification number

--	--	--	--	--	--	--	--	--	--

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on reverse side.)

Sign Here

Name (Print or Type) _____ Title (Print or Type) _____

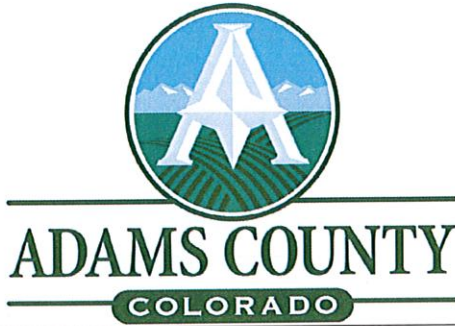
Authorized Signature _____ Date _____ Phone _____

By signing above, I understand that any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, women-owned or Veteran or Service-Disabled Veteran-Owned Small Business concern in order to obtain a contract awarded under the Small Business Act shall (1) be punished by imposition of fine, imprisonment or both, (2) be subject to administrative remedies including suspension and debarment, and (3) be ineligible for participation in programs conducted under the Authority of the Act.

Required Federal Business Classification Information

Large Business Concern: Dominant in field of operations per Federal Acquisitions Circular (FAC 5.201)	(LBC)	Y	N
Small Business Concern: Independently owned and operated, and meets industry size and receipt requirements for small businesses per SBA13 CFR 121, Section 3 of the Small Business Act.	(SBC)	Y	N
Woman-Owned Small Business: Is a small business and at least 51% owned and controlled by one or more women who are U.S. citizens and have active involvement in day-to-day operations.	(WOSB)	Y	N
Small Disadvantaged Business: SBA certified; minimum 51% owned, controlled and operated day-to-day by one or more socially and economically disadvantaged individuals.*	(SDB)	Y	N
Historically Black Colleges/Universities and Minority Institutions:	(HBCU/MI)	Y	N
HUB Zone Small Business: SBA certified; is small and is located in an historically underutilized business zone [†] and is owned and controlled by one or more US citizen(s) and at least 35% of employees reside in HUB zone.	(HUB Zone SB)	Y	N
Veteran-Owned Small Business: Is a small business and is at least 51% owned, controlled and has active involvement in day-to-day operations by one or more U.S. veterans.	(VOSB)	Y	N
Service-Disabled Veteran-Owned Small Business: VOSB and with a disability that is service connected; may include spouse/caregiver of veteran with permanent or severe disabilities.	(SDVOSB)	Y	N

*SDB Ethnicity Definitions (Please check one): African American _____; Hispanic American _____; Native American (American Indian, Eskimo, Aleut & Native Hawaiian) _____; Asian-Pacific American _____; Asian-Indian American _____



Adams County Finance Department
Purchasing Division
4430 South Adams County Parkway
Brighton, Colorado 80601

Addendum #2

RFP Issue Date: September 29, 2017
RFP Number: RFP-SS-2017.753
RFP Title: Programmed Water Technology (PWT) System
Installation - Detention Center

1. Adams County shall here by amend the RFP response due date to: Wednesday, October 11th.
The RFP response time of 3:00 P.M. MST shall remain the same.

2. Adams County has determined it necessary to complete the PWT System Installation Project on or before December 31, 2017 with minimal to no change orders. Therefore, Adams County shall require the PWT System Installation Project awarded Contractor to be onsite on or before 12/1/2017. In order to assess the necessary resources, and have a better understanding of the Contractor's PWT installation time frame, the following shall be included in the submittal response: ***Project Schedule (Gantt Chart or similar format)***.

3. ***The following are answers to submitted questions and shall be incorporated herein:***
 1. Are there currently electronic vales for these (16) toilets and (3) showers in medical? A.
a) YES

 2. Are these valves in working order or is it the intent of this project to replace the valves in the medical area?
a) The work by the Contractor shall be to remove and replace. New are low voltage actuated so the old will not work.

 3. What are the manufacture and model of the current valves in medical?
a) Sloan and Bradley valves.

 4. If a manual valve can be retrofitted with an electronic option is this acceptable?
a) NO.

The following are answers to submitted questions and shall be incorporated herein continued:

5. Are there push activation buttons for all devices in place today?
a) **NO.**
6. Will any of the push buttons for activation need to be relocated?
a) **Adams County would prefer to keep them where there current location is now, if possible.**
7. The cells are listed in the Attachment B as Water Closet / Toilet can you clarify if there are both toilet and sink controlled water in these cell locations? Are there single or multiple valves required in these cell areas?
a) **Single solenoid is necessary to operate the toilets.**
8. How many licenses of the Sloan PWT Network Manager software does the facility currently have?
a) **Adams County has approximately five (5) and they are being used in other locations in the jail.**
9. Is the current Sloan PWT Network Manager software under any type of maintenance or service contract?
a) **NO**
10. Section II. 4. Does the current software provide all the expected functionality or are there deficiencies in the current capabilities of the software?
a) **Currently it serves limited function and does not have the ability to add future functions or program upgrades.**
11. Section II. 17. Is it the intent that the vacuum controlled fixture would be replaced or just the valve section of the plumbing system for these fixtures?
a) **Any valve that currently operates the toilet function will need to be changed out to accept low voltage command.**
12. Are all the devices in the current request vacuum controlled?
a) **No**
13. If the price is less than the bonded amount is a licensed plumber required to do the work?
a) **YES**
14. Since there is an attachment B, do the prices quoted here apply to future work as mentioned in the RFP. If the answer to 14 is yes, then how long must the contractor hold these prices? If prices are to be held for three years, is it better to quote first year prices and then add annual escalation?
a) **Pricing for Categories A-E for Materials, Installation, Labor, Review/Design, and Overhead/Profit shall be specific for the install project and shall remain as such until final work completion and acceptance by the Adams County Designated Representative and shall be through the warranty period. Only Category F. shall require a submission of an annual increase that that shall remain for the anticipated three (3) software license term.**
15. Must the designer of the systems be a licensed mechanical professional?
a) **Preferred, but due to the simplicity of the mechanical it may not be needed.**

END OF ADDENDUM #2