

**ADAMS COUNTY**  
**CONSTRUCTION CONTRACT**

THIS CONSTRUCTION AGREEMENT ("Agreement") is made as of this 5 day of March, 2018, 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, Margenau Associates, Inc. , located at 1550 Larimer Street #294, Denver, CO 80202 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:

**RFP-SS-2017.761 / SOUND MASKING (PINK/WHITE) SYSTEM INSTALLATION –  
GOVERNMENT CENTER**

1.2. The Contractor shall perform in accordance with the project scope and provisions of the Solicitation Type, 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/IFB DOCUMENTS attached hereto as EXHIBIT A, 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. Term of Agreement: The work to be performed under this Agreement shall be through and to included 12/31/2018. Any and all additional work performed throughout the term shall be per the same product unit cost and labor rates as specified in Exhibit A.

### **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 Forty-nine Thousand Eight Hundred and Four Dollars (\$49,804.00).

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 the proper 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 Contract Amount (\$)		Liquidated Damages per Calendar Day (\$)
From More Than	To And Including	
0	150,000	500
150,000	500,000	1,000
500,000	1,000,000	1,600
1,000,000	2,000,000	2,300



2,000,000	4,000,000	4,100
4,000,000	10,000,000	5,800
10,000,000	----	7,000

- 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. DAMAGES ARISING FROM BREACH OF PERFORMANCE OBLIGATIONS**

- 7.1. 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.

**8. WARRANTY**

- 8.1. 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.

**9. SUBCONTRACTING**

- 9.1. 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.

## **10. CHANGE ORDERS OR EXTENSIONS**

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

## **11. INSPECTIONS, REVIEWS AND AUDITS**

- 11.1. 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:
- 11.1.1. Work to be completed, if any; and,
  - 11.1.2. Work not in compliance with the Agreement, if any; and,
  - 11.1.3. Unsatisfactory work for any reason, if any.
- 11.2. 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.

11.3.

## **12. CLEAN-UP**

- 12.1. 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.

## **13. PROJECT ADMINISTRATION**

- 13.1. The Project Manager for this Agreement shall be Erik Bryant, Building Maintenance Supervisor who can be reached by phone at 720-523-6001. The Project Manager does not have the authority to alter or modify the terms of this Agreement.
- 13.2. 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.

13.3. 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.

13.4. 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.

#### 14. NONDISCRIMINATION

14.1. 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.

14.1.1. 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.

#### 15. INDEPENDENT CONTRACTOR

15.1. 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.**

16. **INDEMNIFICATION**

16.1. 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.

17. **INSURANCE**

17.1. 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.

17.1.1. 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

17.1.2. 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

17.1.3. Workers' Compensation Insurance: Per Colorado Statutes

17.1.4. 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
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\*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.

17.2. 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:

17.2.1. 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.

17.2.2. 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.



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

- 17.3. 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.
- 17.4. 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.

## **18. TERMINATION**

- 18.1. 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.
- 18.2. 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.
- 18.3. 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.
- 18.4. 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.



19. ~~**BONDING:** N/A~~

~~19.1. 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.~~

20. **MUTUAL UNDERSTANDINGS**

- 20.1. 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.
- 20.2. 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, the Clean Air Act (42 U.S.C. 7401-7671q), and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended, and that no violation of such provisions are present. Contractor warrants that it is in compliance with the residency requirements in §§ 8-17-101, et seq., C.R.S.
- 20.3. 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.
- 20.4. 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.
- 20.5. 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.
- 20.6. 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.
- 20.7. Notice: Any notices given under this Agreement are deemed to have been received and to be effective:

- 20.7.1. Three (3) days after the same shall have been mailed by certified mail, return receipt requested; and,
- 20.7.2. Immediately upon hand delivery; or,
- 20.7.3. Immediately upon receipt of confirmation that an E-mail was received.
- 20.7.4. For the purposes of this Agreement, any and all notices should be addressed to the contacts listed below:

Department: Adams County Facility Operations Department  
Contact: Erik Bryant, Building Maintenance Supervisor  
Address: 4430 South Adams County Parkway, Suite 1700  
City, State, Zip: Brighton, CO 80601  
Phone: 720.523.6001  
E-mail: [ebryant@adcogov.org](mailto:ebryant@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](mailto: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: Margenau Associates, Inc.  
Contact: Adam Faleck  
Address: 1550 Larimer Street #294  
City, State, Zip: Denver, CO 80202  
Phone: 303.979.2728  
E-mail: [adam@margenauassoc.com](mailto:adam@margenauassoc.com)

- 20.8. 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.
- 20.9. 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.
- 20.10. 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.
- 20.11. 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.

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

ADAMS COUNTY COLORADO  
COUNTY MANAGER

[Signature]  
Raymond H. Gonzales

5 MARCH 2018  
Date

MARGENAU ASSOCIATES, INC.

[Signature]  
Signature

2/26/18  
Date

BRIAN RILEY  
Printed Name

PRESIDENT  
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:

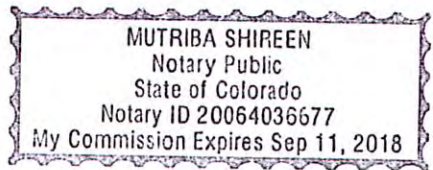
COUNTY OF BOULDER )

STATE OF COLORADO )SS.

Signed and sworn to before me this 26 day of FEBRUARY, 2018,

by BRIAN G RILEY,

[Signature]  
Notary Public



My commission expires on: SEPT, 11 2018  
CONTRACTOR'S CERTIFICATION OF COMPLIANCE



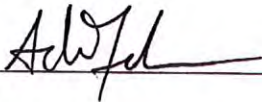
Adams County Finance Department  
Purchasing Division  
4430 South Adams County Parkway  
Brighton, Colorado 80601

**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.

Margenau Associates, Inc.  
Contractor Name

Adam Faleck  
Printed or Typed Name

  
Signature

Sales Manager  
Title

1-25-18  
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.



EXHIBIT A



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

**REQUEST FOR PROPOSAL  
COVER SHEET**

RFP Issue Date: 12/28/2017  
RFP Number: RFP-SS-2017.761  
RFP Title: **Sound Masking (Pink/White) System Installation  
- Government Center**  
RFP Questions Due: 1/8/2017 4:00 P.M. MT  
Proposal will be received until: *1/25/18* ~~1/16/2018~~ 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~~ *Adams County Government*  
~~150 N. 19<sup>th</sup> Avenue~~ *4430 South Adams County Parkway*  
Brighton, CO 80601 *5<sup>th</sup> Floor*

For additional information please contact: Shannon E. Sprague, CPPB Contract Specialist II  
720-523-6052

Email Address: [ssprague@adcogov.org](mailto: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: Margenav Associates, Inc. Fax: 303-979-2818  
Address: 1550 Larimer Street #294 City/State: Denver, Colorado Zip: 80202  
Contact Person: Adam Faleck Title: Sales Manager Phone: 303-979-2728  
Authorized Representative's Signature: *Adam Faleck* Phone: 303-521-0477  
Printed Name: Adam Faleck Title: Sales Manager Date: 1-25-18  
Email Address: adam@margenavassoc.com



**MARGENAU ASSOCIATES, INC.**

January 25<sup>th</sup> 2018

The following is a Margenau Associates, Inc. response to:

**RFP-SS-2017.761  
Request for Proposal Sound Masking System  
For:  
Adams County  
4430 South Adams County Parkway  
Brighton, Colorado 80601-8208**

**Table of Contents**

- Tab A – Page 2: Executive Summary
- Tab B – Page 3: Profile of the Firm
- Tab C – Page 3: Core Service Deliverables
- Tab D – Page 4: Reference Information
- Tab E – Page 5: Additional Information
- Tab F – Page 7: Sound Masking Specification

## MARGENAU ASSOCIATES, INC.

### Executive Summary:

Margenau Associates, Inc., founded in 1993, has been providing workplace acoustic solutions for over 25 years throughout the front range of Colorado. Locally owned and operated, we have designed and built over 30 million square feet of sound masked environments for our Clients.

Our Team provides solutions to our Clients acoustic issues through our partnerships with the manufacturers we represent and our long tenured Acoustical Specialists and Field Management and installation personnel.

Margenau Associates, Inc. maintains over 3,000 Clients in Colorado and looks forward to adding Adams County to their list of successful acoustic environments and satisfied clients.

Margenau Associates, Inc. has designed an alternate network sound masking system based on the specifications and the floor plans supplied by your office.

The system is designed where every speaker is considered its own zone with full adjustability to its volume, spectrum and paging signal.

This system is capable of being zoned in any configuration and as many zones as the client requires.

## **MARGENAU ASSOCIATES, INC.**

### **Profile of the Firm:**

Margenau Associates, Inc. is Denver, Colorado based firm. We have completed projects across the lower 48 States.

### **Core Service Deliverables:**

Margenau Associates, Inc.'s assurance of quality comes from decades of experience with the design and implementation of sound masking and paging systems. Each project is evaluated by Management Personnel to ensure the integrity of our design as well as our flawless implementation in the field.

Margenau Associates, Inc. is proposing the sound masking system as requested in the scope of work. We will meet all requirements in "Attachment A" and acknowledge Addendum #1 and #2.

Upon completion of a project, Margenau Associates, Inc. will tune the sound masking and paging system and provide owner training for all systems as well as provide all service calls for the life of the system. The training we will explain and demonstrate the functionality, operation and troubleshooting of the sound masking and paging systems. Margenau Associates, Inc. will provide service and training to Adams County personnel.

Margenau Associates, Inc. does not anticipate any issues with the project schedule.

Every project involves our Manager of Operations, onsite and overseeing the project. He tracks the project schedule to ensure product procurement for on-time delivery in the field as well as oversees our installation technicians are directed to assure our projects are delivered in a safe, on-time and within budget manner.

Project safety is paramount to our Company's mission and commitment to our Associates and Clients. In order to reinforce our commitment to safety, meetings with all field personnel are held upon commencement of each project to review the specific parameters of the projects safety measures and weekly thereafter. Daily Safety discussions are a standard of our Company. Margenau Associates, Inc. technicians have had zero reported injuries over the 25 years of our operations.

Our technicians are specifically trained on the products and systems we specify and our installation procedures are reviewed for each project.

All Margenau Associates, Inc. project managers and technicians are long term full time employees.



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	Adams County Office of Human Services
Address	11860 Pecos Street Westminster, Colorado
Reference Name	Mike Holub
Reference Email Address	mholub@adco.gov.org
Telephone Number	720-523-6004
Project Value / Noise System Installed	\$ 240,000.00 / Dynasound Pro Network

Company Name	South Adams County Fire Department
Address	6050 Syracuse Street Commerce City, Colorado
Reference Name	Kevin Kellar
Reference Email Address	kkellar@sacfd.org
Telephone Number	303-288-0835
Project Value / Noise System Installed	\$ 5,000.00 / Dynasound Pro Centralized

Company Name	City of Centennial
Address	13133 East Arapahoe Road Centennial, Colorado
Reference Name	Jonah Schneider
Reference Email Address	jschneider@centennialco.gov
Telephone Number	303-754-3358
Project Value / Noise System Installed	\$ 20,000.00 / Dynasound Pro Centralized

**MARGENAU ASSOCIATES, INC.**

**Reference Information:**

**Adams County Office of Human Services**

11860 Pecos Street  
Westminster, Colorado 80234

Mike Holub – Facility Operations Manager  
(720) 523-6004

300,000 square feet  
Completed on budget

**South Adams County Fire Department**

6050 Syracuse Street  
Commerce City, Colorado 80022

Kevin Kellar -- IT Administrator  
(303) 288-0835

3,750 square feet  
Completed on budget

**City of Centennial**

13133 East Arapahoe Road  
Centennial, Colorado 80112

Jonah Schneider - Sr. Management Analyst  
(303) 754-3358

20,000 square feet  
Completed on budget



## MARGENAU ASSOCIATES, INC.

### **Additional Information:**

Our commitment at Margenau Associates, Inc. is to provide the highest quality acoustic solutions to the marketplace. We achieve this goal on a daily basis by representing the Industry leaders with their products, ensuring our designs are accurate, complete and represent the best value for our Clients needs. We back this up with our commitment to providing system delivery in a safe, reliable and on-time manner. Lastly, we support our Clients with lifetime support at no charge so that they can rest assured that their sound masking and paging systems will provide the value that they purchased over time. Delivering "Best in Class" delivery and performance throughout the systems lifetime for our Clients has allowed us to be the longest tenured provider of acoustic solutions in Colorado.

Margenau Associates, Inc. has been a manufacturer's representative for Dynasound since 1993. We are the largest and longest standing manufacturer representative for their products.

Margenau Associates, Inc. provides 5 year warranty on all system components and installation.

### **Technical Specifications:**

Dynasound is the leader in developing sound masking technology and has developed the industry's first PoE (power over Ethernet) sound masking system. The Dynasound system sets the standard for control in sound masking.

Every speaker can be individually configured to receive one, or more, of eight network audio channels, and the output of one, or more, of four sound masking generators. Privacy Manager software enables adjustments on a system-wide, per zone, or per speaker basis. Dynasound's networked sound masking system features three easy components. The DS3008 DSP processor connects external paging and music signals into the digital network. Each DS8000 is an eight channel receiver and amplifier containing four sound masking generators and full DSP processing ability. Speaker connections are made with standard two conductor audio cable. All other connections use standard network CAT-5 cable.

## MARGENAU ASSOCIATES, INC.

**This system contains the following equipment:**

DS3002 – Sound Masking Generator / Mixer  
DS8000 – Sound Masking Processor  
PoE – Power over Ethernet Port  
DS1356 – Plenum Rated Sound Masking Speaker  
IPW10ID3S-H1-PCT – Rack Mounted Touch Screen Control Interface

Please see attached files with specification sheets under Tab “F”, Page 7.

**Quality Assurance Plan:** Additionally, Margenau Associates, Inc. will provide all Service calls for Adams County at no charge for the life of the system as described in our proposal.

**Terms:** Net Thirty (30) days

**Performance:** The sound masking system shall meet ASTM standards for both spatial and temporal uniformity provided that the ceiling panels meet a minimum ASTM CAC 25 Classification (ASTM E 1130, ASTM E 1414).

**Extended Warranty:** All equipment furnished and installed under this proposal shall be warranted to be free of defective components and faulty workmanship for a period of five (5) years from date of invoice. This includes the labor associated with the work to correct the issue.


**Future System Expansion or Relocation:** For a period of seven (7) years from date of invoice, Margenau Associates, Inc. will issue full purchase price credit on previous purchase products that require upgrades to expand the system.

**System Service:** All service calls to adjust the system will be provided at no charge unless additional equipment is required.

This Proposal is valid for Sixty (60) days. Prices are based on the installation, testing and tuning being completed during regular working hours. The sound masking system will be installed in strict accordance to local and national codes.

If any of the above information should prompt any questions, please do not hesitate to call me at (303) 521-0477

Sincerely,

  
Adam Faleck



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): # 1 # 2

Margenav Associates Inc.  
Contractor Name

1-25-18  
Date

*Adam Faleck*  
Signature

Adam Faleck  
Printed Name

Sales Manager  
Title

1550 Larimer Street #294  
Address

Denver, Colorado 80202  
City, State, Zip Code

Denver  
County

303-979-2728  
Telephone

303-979-2728  
Fax

adam@margenavassoc.com  
Email





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-2017.761 / *SOUND MASKING*  
*(PINK/WHITE)INSTALLATION PROJECT 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) no modifications
- 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.

Margenav Associates, Inc.  
Contractor Name

*Adam Faleck*  
Authorized Signature

Adam Faleck  
Printed Name

Sales Manager  
Title

1-25-18  
Date

**MARGENAU ASSOCIATES, INC.**

**Sound Masking Specifications:**

\*Please see the following documentation\*

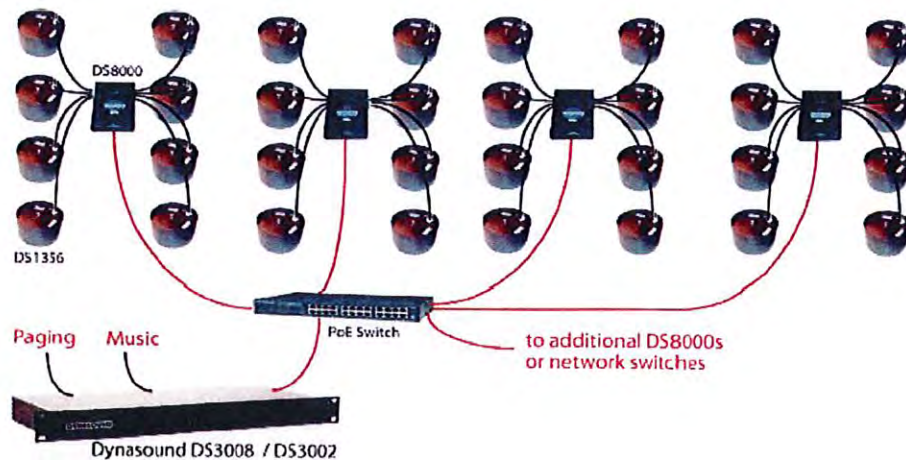


## Dynasound Addressable Soundmasking, Paging and Music Systems

The industry's first addressable soundmasking, paging and music system that operates on a standard non-proprietary 10/100 base-T network

- Every speaker is individually addressable with no primary / secondary limitations
- Uses PoE (Power over Ethernet) to avoid cost for above ceiling power connections
- Connected by CobraNet™ digital audio network
- Standard wiring that does not require proprietary cables or connections
- Components are ETL listed to comply with UL standards
- Very low power consumption
- User friendly Windows XP™, Vista™ and Windows7™ compatible software allows adjustments and reconfiguration of any speaker, or group of speakers, from a networked PC

tech spec\_sheet



soundmasking.com  
6439 Atlantic Blvd, Norcross, GA USA 30071 (770) 242-8176 (800) 989-6275 by DYNASOUND

## MARGENAU ASSOCIATES, INC.



Dynasound's **DS1356 soundmasking speaker** is designed for quick and easy installation into open structure architecture or above suspended ceilings. The speaker assembly offers a clean appearance with no exposed controls or wiring from below. The speaker is suspended from a single point using the provided grill-mounted eye bolt. The DS1356 is intended to be wired directly to any of the 8 ohm outputs of the DS8000.

**DS8000 network audio receivers** incorporate DSP processing, multi-channel soundmasking generation and an efficient eight channel amplifier. Each DS8000 can power up to 8 individually addressed speakers or up to 16 speakers wired as addressable pairs. The DS8000 is ETL listed for use in air handling plenums and can be suspended from a single point, similar to the DS1356 speaker.



DS8000



DS3008 front and rear view

**Paging and Music Inputs** are connected to the audio network via a Dynasound DS3008 (eight channels) DSP or a DS3002 (two channels) DSP. Other manufacturers provide compatible CobraNet input devices such as wall jacks for conference or meeting rooms.

**Dynasound Network Administrator** software is Windows™ PC based and compatible with Windows XP™, Vista™ and Windows 7™. The software/hardware platform provides many possible configurations. The basic configuration provides eight audio channels which can be routed to any or all of the speakers connected to a DS8000. Soundmasking can be configured as single channel or dual channel (A-B) soundmasking.

The default configuration provides for:

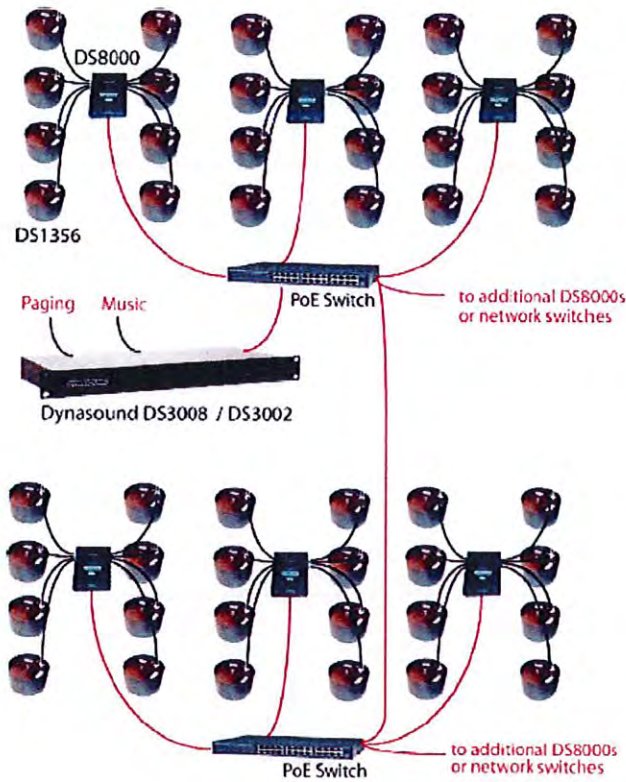
- Two channel (A-B) soundmasking
- Multiple additional inputs for paging or music signals
- Control of individual speakers or groups of speakers



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**Typical Application**

Cat5 cables are used to connect network devices to the PoE switch. Speakers are connected to the DS8000s via standard 2 conductor 18 AWG wire, eliminating the need for proprietary cables common with other systems.



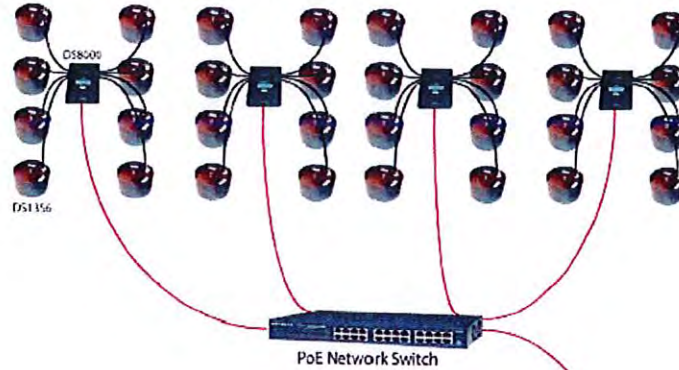
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**Combining Addressable Speakers, Network Control and Addressable Zones**

In addition to providing analog to digital audio conversion the DS3008/DS3002 provides analog outputs of the post DSP audio signals that can be connected to 70 volt power amplifiers. This approach enables system design using addressable speakers combined with addressable zones.

DS1356 addressable speakers and DS8000s



DS3008 processor provides CobraNet interface, balanced analog input and outputs, soundmasking generators and an 8 channel DSP.

DS1404 programmable audio level control automatically adjusts sound levels.

DS1628 class D high efficiency 2 ch. 70 volt amplifier

DS1338 70 volt speakers

DS1390 70 volt under-floor speakers



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# MARGENAU ASSOCIATES, INC.

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## Partial Specifications:

### Networked/Addressable System Components:

#### DS1356 Loudspeaker

Six inch diameter premium loudspeaker with one-inch voice coil diameter, 8-Ohm impedance 10 watts  
Dimensions: 4.8 inches (12.4 cm) tall - 8.5 inches (21.6 cm) diameter  
Finish: white or black  
ETL listed UL 1480 and UL2043  
Shipping weight: 6 lbs.

#### DS8000 Network Receiver/DSP/Amplifier

PoE - Power over Ethernet  
CobraNet Network Digital Audio  
Dimensions 5.5 inches (14 cm) wide - 1.25 inches (3.2 cm) tall - 7.5 inches (19.1 cm) long  
ETL listed UL60065 and UL2043  
Aux. 48 Vdc power input for non PoE operation  
Power consumption: 3-5 watts  
Shipping weight: 2 lbs.

#### DS3008 / DS3002 Network DSP Soundmasking Processor

CobraNet Network Digital Audio  
8 analog line level balanced inputs and outputs (DS3008); 2 analog line level balanced inputs and outputs (DS3002)  
Standard 19 inch rack mount - 1 RU  
ETL listed UL60065  
Power consumption: 16 VAC 1000mA 21.5 watts  
Shipping weight: 7 lbs.

#### DS1404 Programmable Audio Level Controller

Four channel PC programmable level control  
Provides time-of-day / date control for soundmasking, music and paging levels  
Power consumption: 120 volts - 14 watts  
Shipping weight: 7 lbs.

### 70 volt System Components:

#### DS1338 Loudspeaker

Six inch diameter premium loudspeaker with  
one-inch voice coil diameter, 70 volts 1/8 - 4 watts  
Dimensions: 4.8 inches (12.4 cm) tall - 8.5 inches (21.6 cm) diameter  
Finish: white or black  
ETL listed UL 1480 and UL2043  
Shipping weight: 7 lbs.

#### DS1628 70 volt 2 channel Power Amplifier

2 channels - 80 watts per channel 70.7 volt output; 2 line level balanced inputs with Phoenix connectors  
Standard 19 inch rack mount - 1 RU  
ETL listed UL60065  
Convection cooled with auxiliary fan  
Power consumption: 120 volts -180 watts  
Shipping weight: 7 lbs.

8-26-09

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## PRODUCT DESCRIPTION

The DS3002 is designed to provide sound masking, paging and music functions for centralized and networked soundmasking systems. Each DS3002 provides four independent sound masking generators, each having 1/3 octave band equalization, adjustable high pass and low pass filters. Additionally, two balanced line level inputs, two balanced line level outputs and a matrix mixer facilitate configuring any mix of incoming signals with any of the soundmasking generators and then routed to any of the outputs. Input processing includes per channel level control, equalization and configurable "soft-knee" compression. Output processing includes per channel level control for both analog and network audio. This feature provides unique functionality for use in traditional 70v. centralized systems, networked addressable systems or systems combining both approaches.



## FEATURES

- Four sound masking generators with 1/3 octave band EQ, high and low pass filters
- Two balanced inputs with level controls, equalizers and compressors
- Two balanced outputs with level control
- Matrix mixer allows any combination of inputs and soundmasking to be routed to any of the balanced outputs, or to the network audio.
- CobraNet™ digital audio network ready on all inputs and outputs
- ETL listed UL60065

## TECHNICAL SPECIFICATIONS

<b>Dimensions:</b>	9" rack mount, 1 RU, 8" deep
<b>Finish:</b>	black
<b>Weight:</b>	6 lbs.

## ARCHITECTURAL SPECIFICATIONS

The sound masking processor shall be a Dynasound DS3002. The unit shall provide CobraNet™ capability for all inputs and outputs. The 1 RU DSP 2 x 2 processor shall provide four separate sound masking generators, each having low pass, high pass and 1/3 octave band equalization. The unit shall be equipped with an Ethernet connection (RJ-45) to provide control and monitoring over a standard switched network, or from a single PC. The unit shall provide two balanced line level inputs for paging and music and shall provide equalization and compression for each input signal. The unit shall provide two balanced line level outputs and shall incorporate a matrix mixer giving each output (CobraNet™ and balanced outputs) access to any combination of input signals. Total harmonic distortion 20 Hz- 20kHz shall be less than .01%. Power consumption shall be 2 watts maximum @ 16VAC.

## USE WITH:



DS8000 Network



DS1626 Amplifier



DS1404 Level Controller

\* CobraNet is a registered trademark of Cirrus Logic.



### PRODUCT DESCRIPTION

The DS8000 is the industry's first PoE sound masking system designed to use non-proprietary, industry standard network hardware. Using CobraNet™ digital audio network technology the DS8000 is designed to communicate with Dynasound's DS3002/3008 series DSP sound masking processors. Each DS8000 provides from two to four independent sound masking generators, depending on firmware. Each sound masking generator has 1/3 octave band equalization, adjustable high pass and low pass filters. The default configuration provides for two channel (A-B) sound masking and six additional audio channels available for paging and background music functions. Every speaker can be independently controlled or rezoned via network software.



### FEATURES

- PoE (Power over Ethernet) provides network audio and power using standard Cat-5 cable
- Provides individual network control for up to eight DS1356 sound masking speakers
- CobraNet™ digital audio network ready. Operates on standard 10-100 base-T networks
- Eight amplifier channels with full DSP allows detailed configuration of every speaker output. No primary-secondary limitations
- Uses industry standard PoE network switches
- ETL listed UL60065 and UL2043

### TECHNICAL SPECIFICATIONS

Dimensions:	5.25 inches x 7.25 inches x 1.75 inches
Finish:	Black
Weight:	2 lbs.

### ARCHITECTURAL SPECIFICATIONS

The network sound masking processor shall be a Dynasound DS8000. The unit shall be designed and approved for installation above suspended ceilings or in open structure environments. The unit shall be PoE and CobraNet™ capable. The unit shall be capable of providing eight independent amplifier channels, designed to power and independently control up to eight Dynasound DS1356 sound masking speakers. Units that do not support individual speaker control, or are designed to control speakers in groups of two or more ganged speakers are not acceptable. The unit shall be designed to operate with industry standard PoE network switches. Units that require proprietary network switches and hardware are not acceptable.

### USE WITH:



DS3002 DSP



DS3008 DSP



DS1356 Speakers



## FS728TP

### ProSafe™ 24 Port 10/100 Smart Switch with 4 Gigabit Ports and 24 PoE Ports

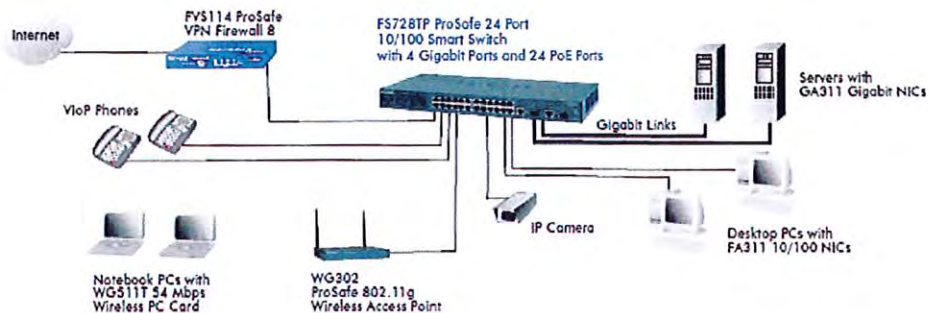
- *Help is there when you need it! NETGEAR provides 24x7 technical support\* in English, with selected local language support during office hours.*

*\*Free basic installation support for 90 days from date of purchase; optional ProSupport service offerings available.*

- **Full 24-port PoE solution Plus Easy Browser-based Management**  
NETGEAR ProSafe Smart Switches fill the gap between unmanaged and fully managed switches. The family of ProSafe Smart Switches is designed for growing businesses that want control over their network without the cost and complexity of a full Layer 2/Layer 3 management implementation. This PoE capable Smart Switch, the FS728TP, provides power and data using built-in IEEE 802.3af PoE on all 24 ports. In addition, the FS728TP offers an intuitive web-based management tool for quick and easy deployment and configuration making it ideal for deploying access points, VoIP phones and IP-based surveillance cameras. This switch is equipped with highly advanced features such as Access Control Lists (ACL), 802.1x port authentication, enhanced QoS, rate limiting and IGMP Snooping among others to provide a small and medium-sized business with a network that is geared for growth while providing scalability and reliability. With the utility of 24 10/100 Mbps ports, two copper 10/100/1000 ports and two combination (Copper/hot-swappable Small Form-factor Pluggable (SFP\*)) Gigabit ports for optional fiber connectivity, growing business networks, classrooms and workgroups can benefit from superior performance and keep up with expanding network needs. This high performing switch features a non-blocking wire-speed architecture with an 12.8Gbps switching capacity for maximum data throughput. All 28 RJ-45 ports automatically negotiate to the highest speed and support Auto Uplink™ technology to make the right link.

#### Full-featured, flexible Power over Ethernet (PoE)

With a total power budget of 195 Watts, customers can choose to plug in up to 24 Ethernet or Fast Ethernet devices and mix in up to 24 802.3af IP-based devices. Power-over-Ethernet (PoE), optimizes the installation and power management of network devices such as wireless access points (AP), Voice over IP (VoIP) phones, and IP-based surveillance cameras. Power-over-Ethernet (IEEE 802.3af) capabilities reduce installation time and costs for many new network productivity devices. Free your wireless AP deployments and IP cameras from the restrictions of power outlet proximity using a standard CAT-5 cable. Enable uninterrupted power supply for all your PoE devices by powering your switch from a UPS device.





### PRODUCT DESCRIPTION

The DS1356 contains a six-inch diameter speaker mounted off axis, reducing standing acoustical waves. The compact enclosure includes a convoluted, flame-retardant, acoustical insert to further reduce standing waves and metallic resonance. Dynasound's DS1356 sound masking speaker is designed for quick and easy installation into open structure architecture and above suspended ceilings. When suspended, the loudspeaker assembly offers a clean appearance with no exposed controls or wiring from below. The DS1356 provides uniform dispersion and is well suited for sound masking, paging and music signals.



### FEATURES

- Clean, streamlined appearance for use in open structure facilities and ceiling plenums
- Eight ohm speaker for use with Dynasound DS8000 network sound masking processors
- Single point suspension for easy installation
- ETL listed to conform to UL1480 and CSA C22.2 60065

### TECHNICAL SPECIFICATIONS

<b>Loudspeaker:</b>	Six inch diameter premium loudspeaker with one-inch voice coil diameter 8-Ohm impedance 10 watts
<b>Dimensions:</b>	4.8 inches (12.4 cm) tall - 8 1/2 inches (21.6 cm) diameter
<b>Weight:</b>	6 lbs.
<b>Finish:</b>	White or black

### ARCHITECTURAL SPECIFICATIONS

Sound masking speaker assembly shall be Dynasound model DS1356. Unit shall contain a 6" diameter loudspeaker, cylindrical enclosure, acoustical baffle, and suspension eye-bolt. The unit shall be factory assembled, wired and ready for installation. Strain relief shall be provided to protect hook-up leads. The cylindrical enclosure shall measure 8.5 inches in diameter and 4 inches tall. All strain relief and suspension hardware shall be mounted on the upward facing speaker grill, so as to be hidden from view from below, when the speaker is installed. 6" diameter speaker must be mounted off vertical center within the enclosure, and enclosure shall be internally acoustically dampened. Speaker shall be ETL listed to conform to UL1480, UL2043 and CSA 60065.

### USE WITH:



DS8000 Network



# IPW10ID3S-H1-PCT

10.1", 1024 x 600 WSVGA, Multi-Touch Panel PC with Intel® Atom™ Dual Core N2600 Processor



## Introduction

The AIS 10.1" multi-touch Panel PCs are fully-integrated, off-the-shelf units that combine Intel® Atom™ Dual Core Processor N2600 1.60 GHz and PCT or PCAP Technology in industrial-grade LCD flat panels, with sleek and flat front surface industrial design. This PCT technology is a capacitive system that delivers a sensitive and accurate two-touch interactive experience. Applications are in: information kiosks, self-service kiosk systems, medical healthcare, building automation, access control, room reservation, room scheduling, as well as various interactive digital signage projects.

## Specifications

Display	
Display	10.1" diagonal, Active matrix TFT LCD
Aspect Ratio	16:10 (Widescreen)
Active/Area	220.416 (H) x 129.15 (V) mm
Native (Optimal) Resolution	1024 x 600 WSVGA
Colors	262K
Brightness (Typical)	LCD Panel: 200 nits PCT Touch: 180 nits
Contrast Ratio	500:1
Viewing Angle	Horizontal: 140° Total Vertical: 110° Total
Touch Technology	Projected Capacitive
System Hardware	
Processor	Intel® Atom™ Dual Core Processor N2600 1.60 GHz
System Chipset	Intel® NM10 Express Chipset
System Memory	2GB DDR3 800/1066 MHz, up to 4GB

## Features and Benefits

- Easy-to-clean, true flat front surface without bezel
- Flexible, reliable, and ruggedized touch screen computers for open platform HMI/SCADA
- Two independent touch points (with Windows 7 operating system)
- Eliminates dust and debris build-up at the edge and corners of the display
- Provides improved power efficiency and reduced consumption
- Responds to a light touch to activate response
- Ruggedized levels of NEMA 12, NEMA 4, IP52, IP54, IP65 ratings

Storage	32GB SATA SSD
I/O Interfaces	
Serial Ports	1 x RS232/422/485 and 1 x RS232
USB Ports	2 x USB 2.0
Ethernet Ports	2 x RJ 45-10/100/1000 Mbps
VGA Port	1 x VGA
Environmental Conditions	
Temperature	Operating: 0°C to 50°C (32°F to 122°F) Storage: -20°C to 60°C (-4°F to 140°F)
Humidity (Non-condensing)	30 to 90% RH @ 40° C
Vibration Protection	5 to 500 Hz, 1 Grms random vibration
General	
Power Input	12 to 24V DC Terminal Block (Phoenix Type)
Operation System Support	Windows Embedded Standard 7 (WS7E or WS7P)
MTBF	50,000 Hours Demonstrated
Dimensions (W x H x D)	263.28 x 171 x 35.7 mm
Approvals	
Approvals	CE, FCC (DOC)

## Order Information

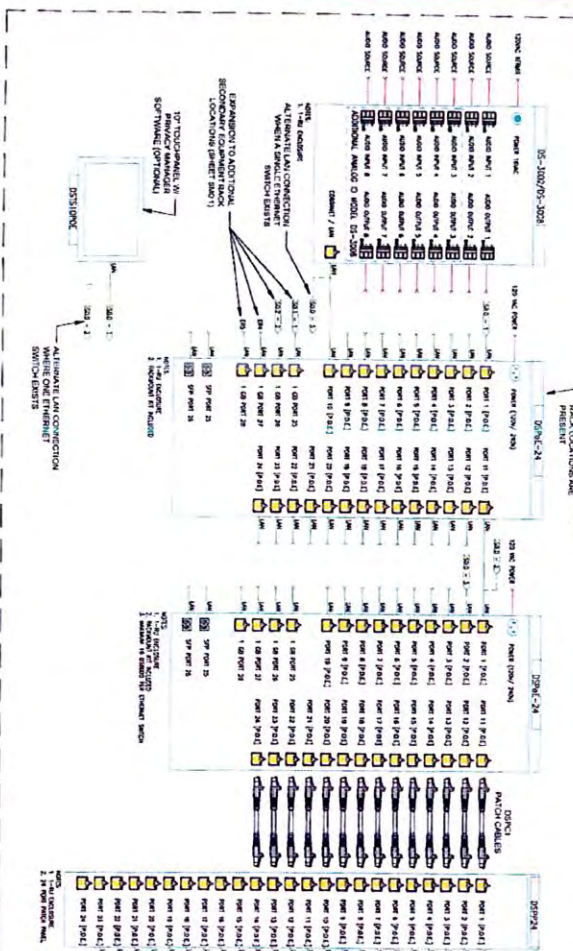
**IPW10ID3S-H1-PCT:** 10.1" Multi-Touch Panel PC with Intel® Atom™ Dual Core N2600 Processor, 1024 x 600 WSVGA, 500:1 contrast ratio



1. DEVICE ID'S ARE CONFIGURED AT THE FACTORY. REFER TO SOUND MASKING PLAN FOR PROPER DEVICE ID REFERENCE LOCATION. NOTE: DS8000 LOUDSPEAKER CONTROLS SHIP PRE-LABELLED FOR EACH PROJECT.
2. FACTORY CONFIGURES IP ADDRESSES AND RANGE BASED ON SPECIFIC SYSTEM DESIGN. DO NOT DEVIATE FROM THE PLAN LOCATIONS / DEVICE ID SHOWN.
3. ENSURE LOUDSPEAKERS (ONE THROUGH EIGHT) CORRESPOND TO THE LOCATIONS EXACTLY AS SHOWN ON THE SOUND MASKING PLAN FOR EACH DEVICE ID.
4. TEST AND VERIFY ALL LAN CABLES/CONNECTIONS PER TIA/EIA SPECIFICATIONS AND 100M DISTANCE PRIOR TO SYSTEM COMMISSIONING. CERTIFY EACH FOR 10 / 100 Mbps OPERATION.
5. A MAXIMUM SIX COBARNET LOCAL AREA NETWORK HOPS ARE PERMITTED DUE TO AUDIO SIGNAL LATENCY.
6. ENSURE ALL LOUDSPEAKERS AND DS8000 END POINTS ARE FINALLY SECURED TO STRUCTURE.
7. LOUDSPEAKER LOCATIONS SHOULD BE CLEAR OF ALL OBSTACLES AND OBSTRUCTIONS ABOVE FINISHED CEILING. MAINTAIN A MINIMUM DISTANCE OF 4FT FROM ANY OBSTACLE LARGER THAN 24 SQ INCHES.
8. AVOID PLACEMENT OF LOUDSPEAKER DIRECTLY ABOVE CEILING OPENINGS SUCH AS AIR GRILLES. FOR BEST RESULTS "ROOT" ANY CEILING OPENING.
9. OBSERVE LOUDSPEAKER POLARITY (+/-) AT EACH DS9000 & LOUDSPEAKER TERMININATION POINT.
10. MASKING GENERATORS ARE CONFIGURED VIA PRIVACY MANAGER SOFTWARE AT THE TIME OF SYSTEM COMMISSIONING.
11. DS300R / DS300Z ANALOG AUDIO OUTPUTS AND COBARNET OUTPUTS ARE IDENTICAL SIGNALS AND THEREFORE OUTPUT THE SAME MIX.
12. MAXIMUM QTY (146) DS8000'S PER NETWORK SWITCH. (POE TOTAL BUDGET 192 WATTS).
13. DS8000 - 48VDC CONNECTION NOT REQUIRED WHEN POWERED POE.

**INSTALLATION & WIRING NOTES**

**EQUIPMENT RACK ERI MAIN EQUIPMENT CLOSET**



ENSURE LOUDSPEAKER IDS MATCH PLAN LOCATIONS.

ENSURE LOUDSPEAKER IDS MATCH PLAN LOCATIONS.

ENSURE DEVICE IDS MATCH PLAN LOCATIONS.

ENSURE DEVICE IDS MATCH PLAN LOCATIONS.

ENSURE DEVICE IDS MATCH PLAN LOCATIONS.

ENSURE DEVICE IDS MATCH PLAN LOCATIONS.

**2 DYNASOUND - NETWORK SOUND MASKING - BLOCK DIAGRAM**

REV	DATE	DESCRIPTION
01	01/15/2024	ISSUE FOR CONSTRUCTION
02	02/01/2024	REVISED FOR NETWORK
03	02/15/2024	REVISED FOR NETWORK
04	03/01/2024	REVISED FOR NETWORK
05	03/15/2024	REVISED FOR NETWORK

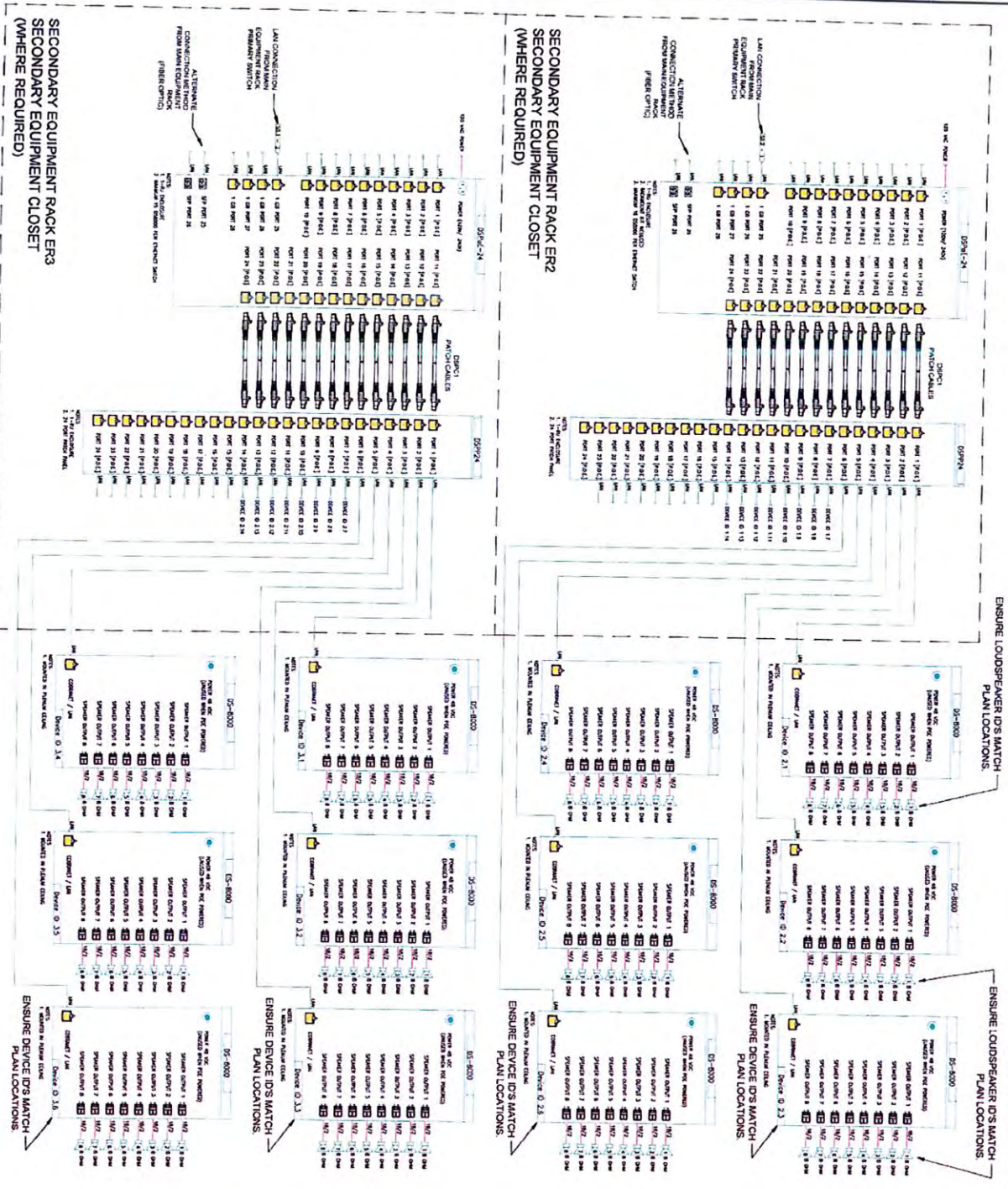
**SCHEMATIC DRAWINGS AND INSTALLATION NOTES**



**SOUND MASKING**

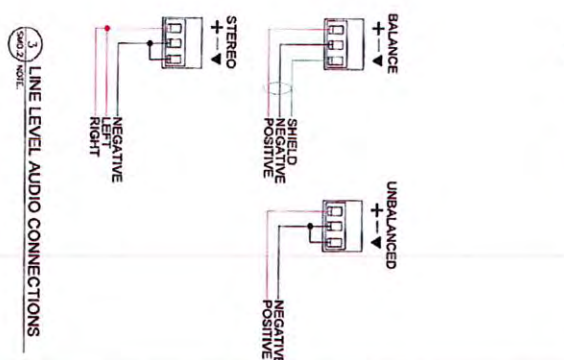
SM/O.0





2 DYNASOUND - NETWORK SOUND MASKING - BLOCK DIAGRAM

1. DEVICE ID'S ARE DETERMINED BY FLOOR, DEVICE NUMBER. X-Y-Z WHERE X = FLOOR NUMBER AND Y = DEVICE NUMBER.
2. IT IS POSSIBLE THAT MULTIPLE EQUIPMENT RACK LOCATIONS SERVE THE SAME FLOOR ON LARGER PROJECTS. IN THESE INSTANCES, A CONTINUATION OF THE DEVICE NUMBER WILL SEQUENCE FROM ONE EQUIPMENT RACK LOCATION TO THE NEXT.
3. CAREFULLY CONFIRM THE PROPER DEVICE ID IS LOCATED AS SHOWN ON THE SOUND MASKING PLANS.
4. CONTRIB LLOUDSPEAKER ID'S MATCH LLOUDSPEAKER LOCATION AS SHOWN ON THE SOUND MASKING PLANS.



REVISED	DATE	BY	REASON

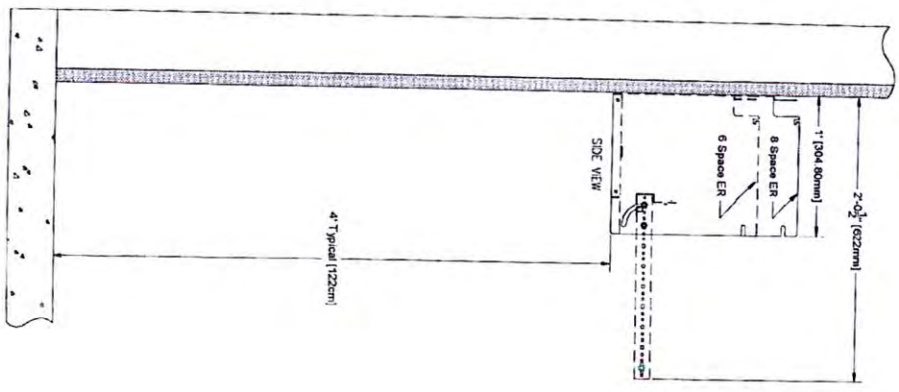
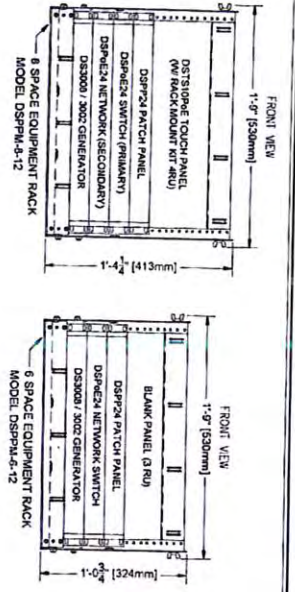
**SCHEMATIC DRAWINGS AND INSTALLATION NOTES**



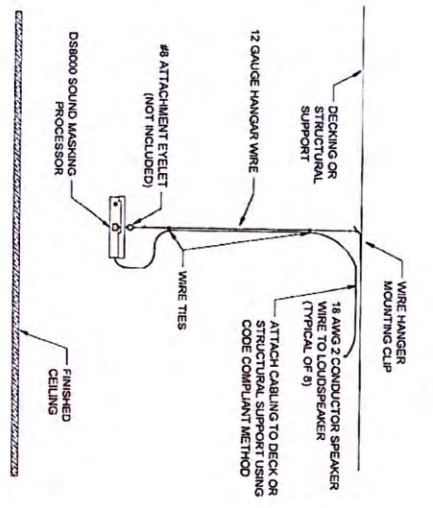
SOUND MASKING

SMA-01

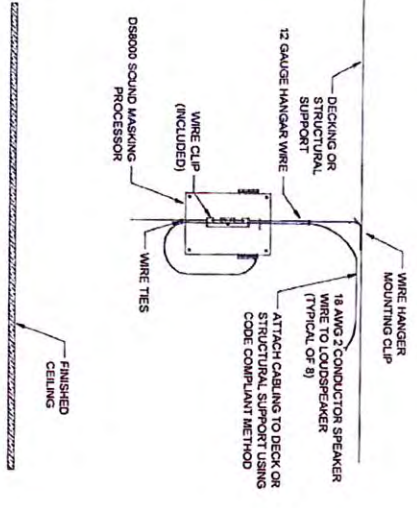




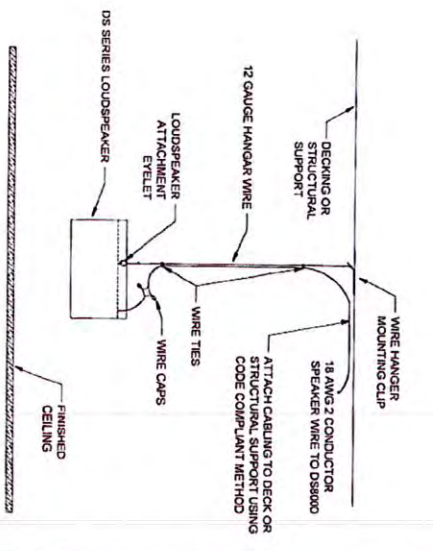
1 ER1 - ER2 TYPE EQUIPMENT RACK DETAILS  
SMO.2 NOTE: SCALE 1/4" = 1"



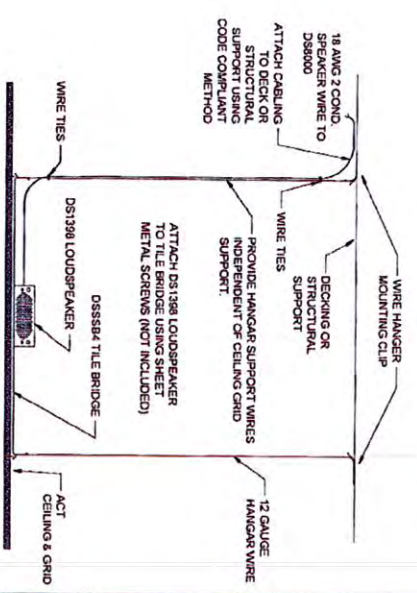
2 DS8000 EYELET METHOD MOUNTING DETAILS  
SMO.2 NOTE: SCALE 1/4" = 1"



4 DS8000 WIRE CLIP METHOD MOUNTING DETAILS  
SMO.2 NOTE: SCALE 1/4" = 1"

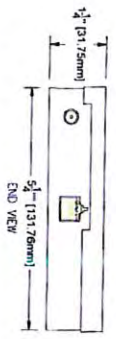
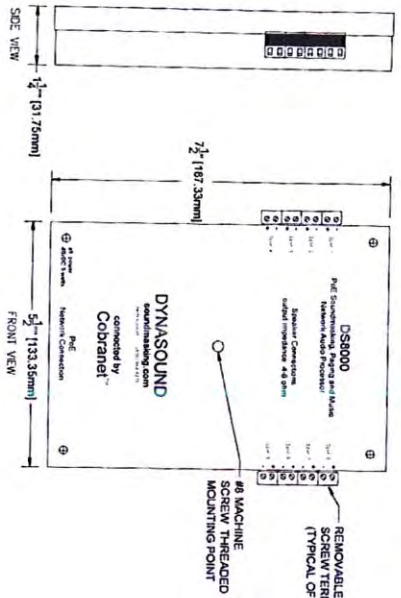


3 DS1356 / DS1398 LOUDSPEAKER MOUNTING DETAILS  
SMO.2 NOTE: SCALE 1/4" = 1"

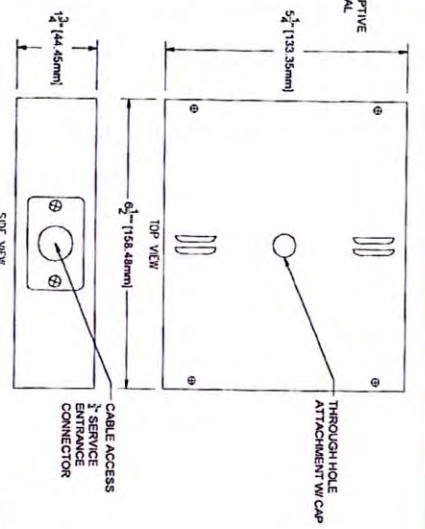


5 DS1398 T-BAR LOUDSPEAKER MOUNTING DETAILS  
SMO.2 NOTE: SCALE 1/4" = 1"

REVISIONS	
NO.	DESCRIPTION



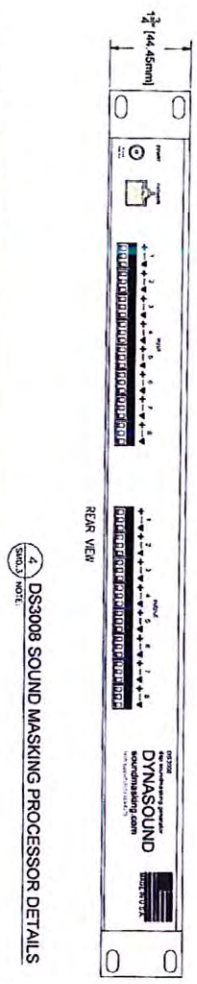
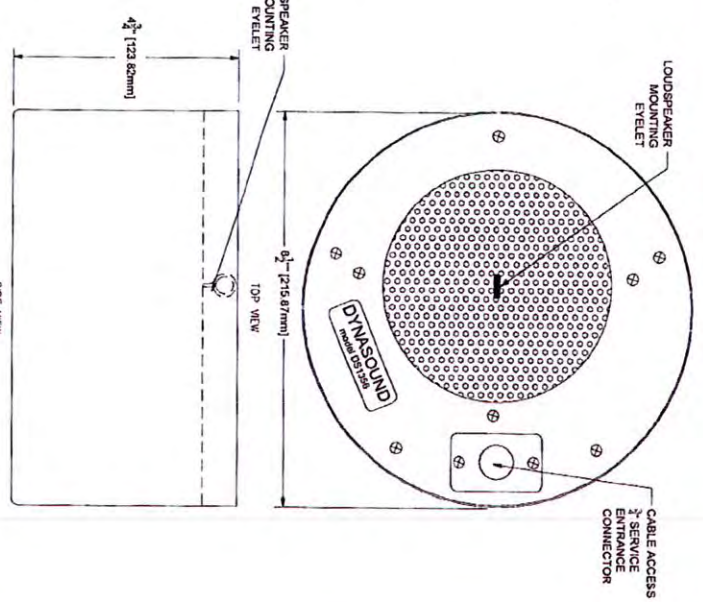
1 DS8000 SOUND MASKING PROCESSOR DETAILS  
 (SPEC) NOTE



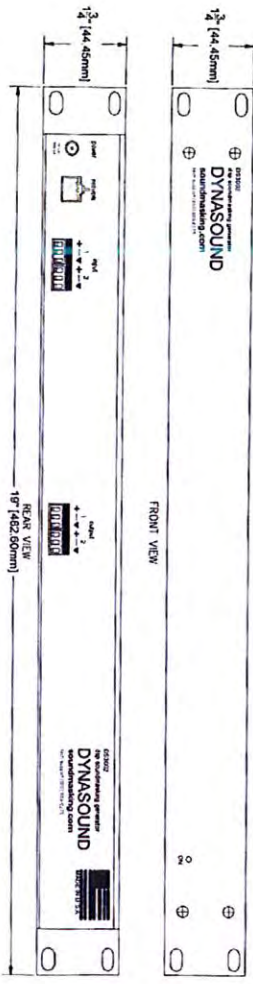
2 DS1398 SOUND MASKING LOUDSPEAKER DETAILS  
 (SPEC) NOTE



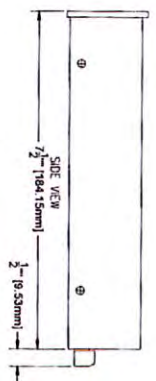
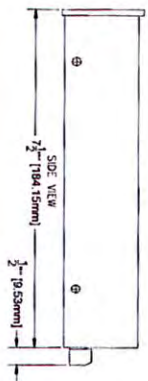
3 DS1356 SOUND MASKING LOUDSPEAKER DETAILS  
 (SPEC) NOTE



4 DS3008 SOUND MASKING PROCESSOR DETAILS  
 (SPEC) NOTE

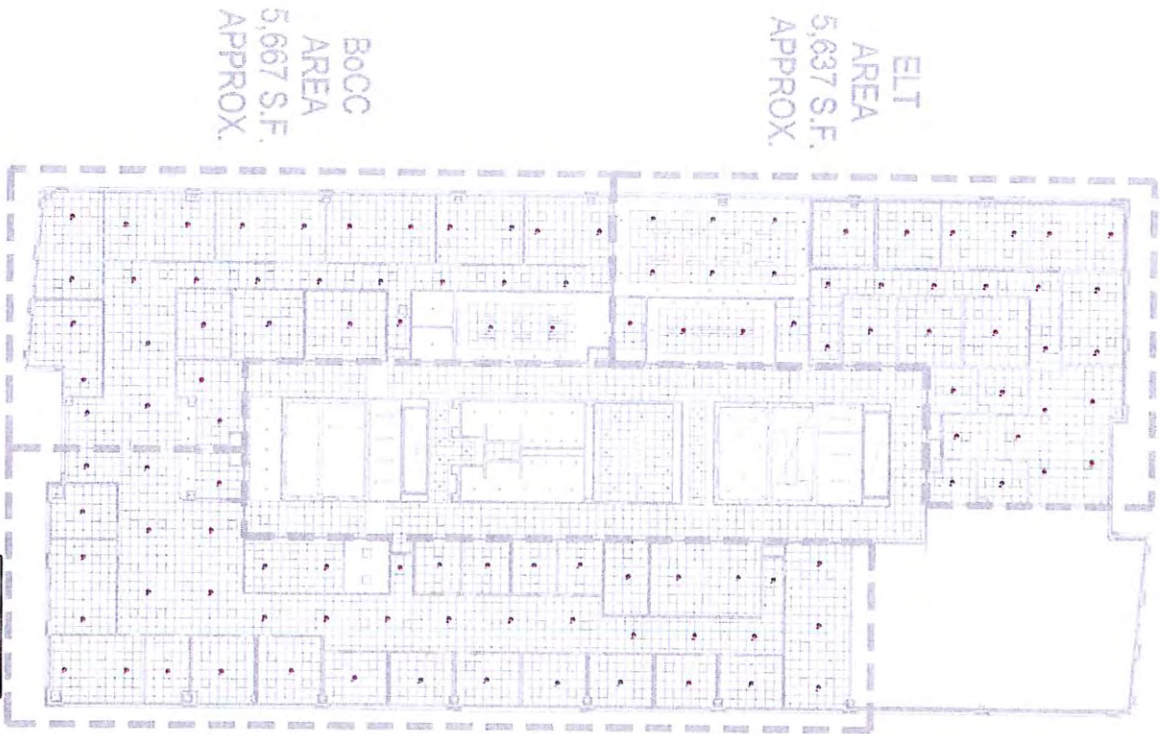


5 DS3002 SOUND MASKING PROCESSOR DETAILS  
 (SPEC) NOTE



REV	DATE	DESCRIPTION
001	01/11/11	INITIAL RELEASE
002	01/11/11	REVISION
003	01/11/11	REVISION
004	01/11/11	REVISION
005	01/11/11	REVISION





ADAMS COUNTY GOVERNMENT CENTER  
5TH FLOOR PLAN

NO.	DATE	DESCRIPTION
1		ISSUED FOR PERMIT
2		ISSUED FOR PERMIT

COUNTY  
ATTORNEY  
AREA  
7,578 S.F.  
APPROX.

ELT  
AREA  
5,637 S.F.  
APPROX.

BOCC  
AREA  
5,667 S.F.  
APPROX.

ADAMS COUNTY  
BRIGHTON, CO

**cambridge**  
SOUND MANAGEMENT  
400 WEST 10TH STREET  
DENVER, CO 80202  
303.733.8800  
WWW.CAMBRIDGE-SOUND.COM

PROJECT TITLE  
SOUND MASKING

PROJECT NUMBER  
SM1.0

PROJECT NO.	0000	REVISIONS
DESIGN BY	0000	
APPROVED BY	0000	
DATE	0000	

Prepared By: Shannon E. Sprague, CPPB  
 Date: 12/28/17

**2017.60-Sound Masking (Pink/White) Noise Installation System Project -Fee Schedule Pricing\***

*\*Proposers shall provide the line item breakdown of work per the Scope of Work as noted below. Additional Line Items may be added to ensure that all project fees and pricing are represented. Adams County will not consider fees "after the fact" that have **not** been listed on the bid schedule pricing form:*

*\*\*Proposer must provide all sound masking system brand specifications, brochures, drawings, etc. must be included with all submittals.*

**Category A. - Materials**

Item No.	Item Description	Sound Masking System Brand / Type**	Qty.	UOM	Unit Cost	Total Cost
1	Noise Masking System	Dynasound Network System	1	LS	\$	30,824.00

**Category B. - Installation Fees**

Item No.	Item Description	Qty.	UOM	Unit Cost	Total Cost
2	Project System Installation Fee	1	LS	\$	7,820.00
3	Project Mobilization	1	LS	\$	1,200.00

**Category C. - Overhead / Profit Fee**

4	Project Fee (OH&P)	1	Job	\$	9,960.00	
<b>Overall Anticipated Project Total - Items 1-4</b>						
					<b>\$</b>	<b>49,804.00</b>

**Category D. - Additional System Installation - Labor Rates**

Item No.	Item Description	Labor Position Description	Qty.	UOM	Unit Cost	Total Cost
1	Installation / Labor	Installation of 1 - 8 additional speakers	1	each	\$ 460.00	
1	Installation / Labor	Installation of 8 or more speakers	1	each	\$ 360.00	





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

## REQUEST FOR PROPOSAL COVER SHEET

RFP Issue Date: 12/28/2017  
RFP Number: RFP-SS-2017.761  
RFP Title: **Sound Masking (Pink/White) System Installation  
– Government Center**  
RFP Questions Due: 1/8/2017 4:00 P.M. MT  
Proposal will be received until: 1/16/2018 2:00 P.M. MT, Our Clock  
4430 South Adams County Parkway, Front Lobby  
Brighton, CO 80601

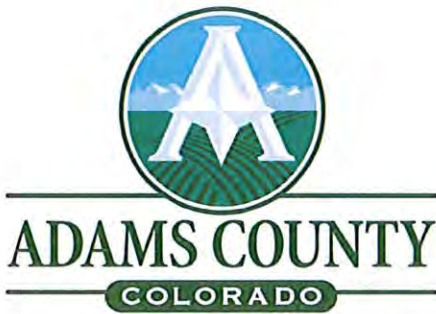
Goods or services to be delivered to or performed at: Adams County Detention Center  
150 N. 19<sup>th</sup> Avenue  
Brighton, CO 80601  
For additional information please contact: Shannon E. Sprague, CPPB Contract Specialist II  
720-523-6052  
Email Address: [ssprague@adcogov.org](mailto:ssprague@adcogov.org)

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 Sound Masking (Pink/White) Noise System and Installation for the Adams County Government Center.

The purpose of this RFP is to obtain a Contractor that is efficient and skilled in the installation of a sound masking (pink/white) noise system as specified herein in **Attachment A. - Scope of Work and Attachment C. - Drawings.**

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-2017.761 / Sound Masking (Pink/White) Noise 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 with the option of obtaining additional noise masking equipment and system installation services per 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 additional equipment and system installation services 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: **Attachment B. - RFP-SS-2017.761 – Sound Masking (Pink/White) Noise System Installation Project 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](mailto:ssprague@adcogov.org)

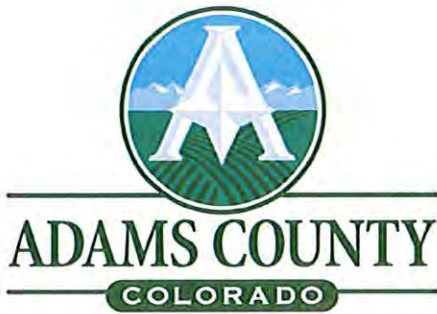
The Contractor submitting the question(s) shall be responsible for ensuring the question(s) is received by the County by the date listed above in the schedule of activities for submitting the question(s) regardless of the method of delivery.

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.
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



available equal opportunities to the extent third parties are engaged to provide goods and services in connection with performance of the Agreement. If submitting a joint venture proposal, or a proposal involving a partnership arrangement, articles of partnership stating each partner's responsibilities shall be furnished and submitted with the Response.

4. **Colorado Open Records Act:** All documentation submitted in response to this solicitation 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"). Accordingly, respondents are discouraged from providing information that they consider confidential, privileged, and/or trade secrets as part of a response to this solicitation. Any portions of submissions that are reasonably considered confidential should be clearly marked as such. The County does not guarantee the confidentiality of any record(s).

Careful consideration should be given before submitting confidential information to the County. The Colorado Open Records Act permits public scrutiny of most materials collected in this solicitation process.

## 5. CLARIFICATION AND MODIFICATIONS IN TERMS AND CONDITIONS

- 5.1. Where there appears to be variances or conflicts between the General Terms and Conditions, any Special Terms and Conditions and the Scope of Work/Specifications outlined in this Solicitation, the Scope of Work/Specifications, and then the Special Terms and Conditions, will prevail.

- 5.1.1. If any Contractor contemplating submitting a Proposal under this Solicitation is in doubt as to the true meaning of the Scope of Work or any other portion of the Solicitation, the Contractor must submit a **written request** via email for clarification to the Point of Contact listed on the first page of this Solicitation. The Contractor submitting the request shall be responsible for ensuring that the request is received by the County prior to the deadline for submitting questions.

- 5.1.2. The County shall issue a written addendum if substantial changes which impact the technical submission of Proposals are required. A copy of such addenda will be available at the Rocky Mountain E-Purchasing System (BIDNET) website. In the event of conflict with the original Solicitation documents, addenda shall supersede to the extent specified. Subsequent addenda shall supersede prior addenda only to the extent specified.

- 5.1.3. **ADDENDA: CONTRACTOR IS RESPONSIBLE FOR OBTAINING AND ACKNOWLEDGING ALL SUBSEQUENT ADDENDA VIA THE ROCKY MOUNTAIN E-PURCHASING SYSTEM (WWW.BIDNETDIRECT.COM). FAILURE TO SUBMIT ANY AND ALL SUBSEQUENT ADDENDUM/ADDENDA MAY DEEM THE CONTRACTOR NON-RESPONSIVE. EACH AND EVERY ADDENDUM TO BE SEPARATELY ACKNOWLEDGED.**

## 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-2017.761 / Sound Masking (Pink/White) Noise 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**

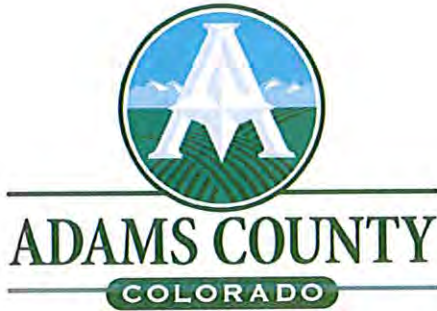
11.1. A Proposal may not be accepted from, nor any Agreement be awarded to, any person or firm which is in arrears to the County upon any debt or Agreement or which is a defaulter as surety or otherwise upon any obligation to the County.

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.

- 11.3. Any communications in regards to this RFP must go through the Adams County Purchasing Division only. Any contact with other County personnel or County Contractors may be cause for disqualification.
- 11.4. No damages shall be recoverable by any challenger as a result of the determinations listed in this Section or decisions by the County.
- 11.5. The Board of County Commissioners may rescind the award of any proposal within one week thereof or at its next regularly scheduled meeting; whichever is later, when the public interest will be served thereby.
12. **QUALIFICATIONS OF CONTRACTOR:** The County may make such investigations as deemed necessary to determine the ability of the Contractor to perform work, and the Contractor shall furnish all information and data for this purpose as the County requests. Such information includes, but is not limited to: current/maximum bonding capabilities, current licensing information, audited financial statements, history of the firm on assessments of liquidated damages, Agreements cancelled prior to completion and/or lawsuits and/or pending lawsuits against the firm and/or its principals. The County reserves the right to reject any Proposal if the evidence submitted by, or investigation of, such Contractor fails to satisfy the County that such Contractor is properly qualified to carry out the obligations of the Agreement and to complete the work contemplated therein. Conditional Proposals will not be accepted.
13. **AWARD OF SOLICITATION:** The County shall award this Solicitation to the successful Contractor through the issuance of a Notice of Intent to Award. All Contractors that participated in the Solicitation process will be notified of Contractor selection. No services or goods shall be provided, and no compensation shall be paid, until and unless an Agreement has been signed by an authorized representative of the County and the Contractor.

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

REQUEST FOR PROPOSAL  
2017.761

**ATTACHMENT A. – SOUND MASKING (PINK / WHITE) NOISE SYSTEM  
INSTALLATION PROJECT - SCOPE OF WORK**

---

**A. Sound Masking (White/Pink) Noise System Minimum Requirements**

**I. STATEMENT OF WORK:**

The awarded Contractor shall provide a complete sound masking system which includes, but is not limited to the following: speakers, network audio components, and cabling requirements for an I.P. based networked sound masking, paging, and music system.

**II. BASIS OF DESIGN**

The County has determined that the white/pink noise system of Dynasound Inc. is acceptable and/or an approved alternate system deemed equivalent will be considered when reviewing and evaluating submittals.

Additionally, an acceptable networked sound masking system that contains full controllability feature will be considered as an approved alternate equivalent.

Any proposers submitting an approved alternate equivalent sound masking system shall provide a full product detail in the Executive Summary section, including all information regarding maintenance, support, migration/installation process, etc.

**III. General System Requirements:**

The County has established the list of general requirements below to be included for a fully functional white/pink noise system. The following general system requirements shall include, but is not limited to:

**I. System Function:**

- Control each and every speaker individually.

**II. Software Function:**

- Sound masking system to be controlled via identified existing computer(s). Each area will be controlled by a main computer within the actual area where a sound masking system has been installed i.e. a main computer within each of the following areas will provide control for each of the following areas: Executive Leadership, County Attorney's, Board of County Commissioners.
- All necessary software will be provided by the awarded Contractor and owned by Adams County.

III. **Equipment Requirements:** *Brand specifications shall be included in the submittal when proposing an acceptable alternative equivalent.*

- Cat-5 and PoE systems preferred. All wiring must be plenum rated.
- Provide dual channel, non-coherent sound masking for alternating networked speakers.
- Manufacturer must provide proof of manufacturing sound masking systems for a minimum of ten (10) years.
- PoE network switch will be Netgear FS728TP 24 port or acceptable alternative equivalent. System must utilize timers for controllability during only occupied hours (adjustable).
- System must recognize daylight savings time adjustments.

IV. **Installation Requirements:**

- Installing Contractor shall provide a five (5) year material replacement warranty and two (2) year labor warranty.
- Contractor shall provide two (2) hard copies of detailed system drawings and a digital record of each system installed.
- Contractor shall provide close out documents including as-built drawings, warranty statements and owner's/operator's manuals.
- Contractor shall provide adequate owner's training when the installation is completed. All training shall be held on site and the training schedule may consist of multiple weeks to ensure all County applicable staff can attend. All training shall be conducted by certified Contractor staff.
- Systems shall be installed per existing building codes. Permits (if required) shall be through the Brighton Building Department. All permits will be at the awarded Contractor's expense.
- All onsite installing personnel must pass a CBI background check (at the cost of the awarded Contractor) before access to County property will be granted. The County reserves the right to deny any personnel and has final acceptance on any all project personnel and all subcontractors. Adams County Facilities and Fleet Management will review all backgrounds submitted and will be the final authority of approval for work with an Adams County Building.
- Contractor company issued uniforms and/or I.D. badges must be worn at all times on County property-No Exceptions. Any all personnel not in compliance may be asked to leave or removed from County property.

V. **Additional Service Conditions:**

The awarded Contractor, at the County's sole discretion may be asked to provide additional white/pink noise systems that meet the existing or better scope criteria, white/pink noise system upgrades or expansions, and these additional service conditions may be up to one (1) year from the initial contract date without utilizing the bid process.

VI. **Work Hours**

1. Work is to be completed **during 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.

I. **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. Contractor shall supply all tools, ladders, and equipment necessary for the job to be completed.
4. 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.

1. 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.

#### IV. Project Schedule:

Work shall be performed at each site on a mutually agreed date(s), scheduled with the Facilities Operations staff to avoid significant impact to the on-site operations. Sequencing of activities at each site is the Contractors responsibility, however shall be approved prior by the Adams County designee project representative.

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 as requested.

#### V. 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.

#### VI. 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.

#### VII. 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.



**VIII. Fee Proposal Breakdown:**

Adams County Facility Operations Management intends to contract for all work included in this RFP Package, however should budget restraints be imposed for this project, Adams County at its sole discretion may 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. - RFP-SS-2017.761 / Sound Masking (Pink/White) Noise System Installation Project - Fee Schedule** and an estimated work completion date for sound masking system installation.

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## II. 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 FULL PAGE SUBMITTAL AND ONE OF THE ATTACHMENT B. - FEE SCHEDULE ONLY (USB or CD-single PDF document) TOTAL OF THREE (3) 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 for full submittal and single PDF electronic document of the Attachment B. - Fee Schedule.**

- III. **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. TAB A. CORE SERVICE DELIVERABLES:**

1. Provide documentation that satisfies the Attachment A. – Sound Masking (Pink/White) Noise System Installation Project- Scope of Work requirements, including but not limited to:
  - a. Project Work Plan
  - b. Project Schedule
  - c. Project Team Organization
5. Provide any and all scope of work documentation that satisfies the criteria to be evaluated.

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

- 1.1. A minimum of three (3) references must be provided of similar projects. Adams County.

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

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

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

- 1.2. The extent that the proposal meets the requirements in this RFP.
- 1.3. Understanding of the services requested and outlined in Attachment A. - RFP-SS- 2017.761 / Sound Masking (Pink / White) Noise System Installation Project - Scope of Work.
- 1.4. Overall responsiveness to the RFP.
- 1.5. Project Fee Schedule as proposed in Attachment B. - RFP-SS- 2017.761 / Sound Masking (Pink / White) Noise System Installation – Fee Schedule.





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

**REQUEST FOR PROPOSAL  
PRICING FORM: 2017.761  
(Submit in separate sealed envelope)**

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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. - RFP-SS- 2017.761 / Sound Masking (Pink/White) Noise 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:

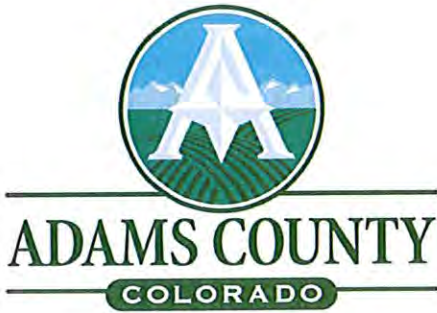
**Mailing Address:**  
 Adams County Government Center  
 Purchasing Division C4000A  
 4430 South Adams County Parkway  
 Brighton, CO 80601

**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-2017.761 / **SOUND MASKING (PINK/WHITE) NOISE SYSTEM  
 INSTALLATION SERVICES**

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



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  
Attn: Shannon E. Sprague, CPPB - Contract Specialist II  
Address: 4430 South Adams County Parkway, C4000A  
Brighton, CO 80601

Email to: [ssprague@adcogov.org](mailto:ssprague@adcogov.org)

Subject: RFP-SS-2017.761 / SOUND MASKING (PINK/WHITE) NOISE SYSTEM INSTALLATION SERVICES

- 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:

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Contractor Name \_\_\_\_\_ Phone \_\_\_\_\_

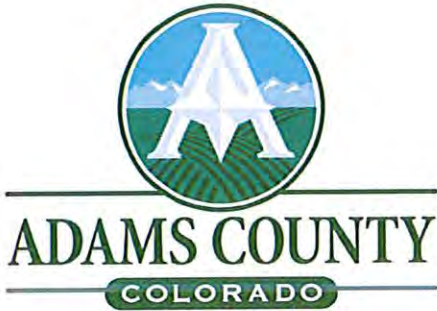
Address: \_\_\_\_\_ City/State \_\_\_\_\_ Zip Code \_\_\_\_\_

Contact Person \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

Email Address \_\_\_\_\_

PRINT OR TYPE YOUR INFORMATION





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

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Signature

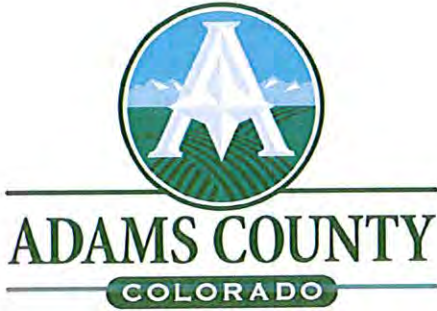
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Title

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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 \_\_\_\_\_

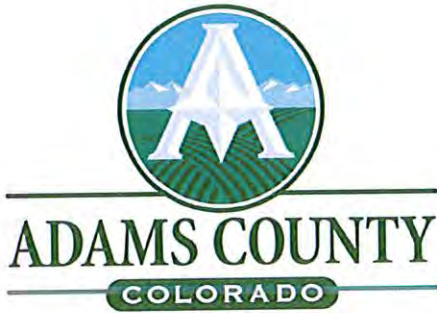
Title \_\_\_\_\_

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**

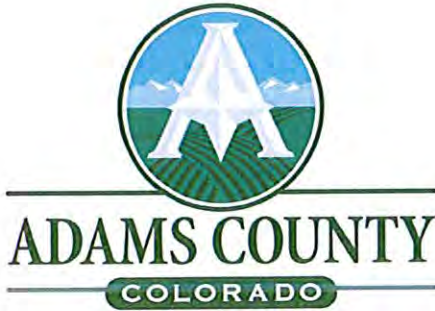
Contractors shall furnish the names, addresses and telephone numbers of a minimum of three (3) firms or government organizations for which the Contractor has provided similar accounts:

<b>Company Name</b>	
Address	
Reference Name	
Reference Email Address	
Telephone Number	
Project Value / Noise System Installed	\$

<b>Company Name</b>	
Address	
Reference Name	
Reference Email Address	
Telephone Number	
Project Value / Noise System Installed	\$

<b>Company Name</b>	
Address	
Reference Name	
Reference Email Address	
Telephone Number	
Project Value / Noise System Installed	\$





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-2017.761 / SOUND MASKING  
(PINK/WHITE)INSTALLATION PROJECT 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

I 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 Facility Operations  
Contact: Mike Holub, Deputy Director  
Address: 4430 South Adams County Parkway, Suite C1700  
City, State, Zip: Brighton, CO 80601-8208  
Phone: 720.523.6004  
E-mail: mholub@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

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



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**REQUEST FOR PROPOSAL  
W-9 FORM\***

**\*SEE BELOW – Page 34 / Double Click for PDF Form**



**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.*

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(a) — 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 B  
 P.O. Box 173361  
 Denver, CO 80217-3361**

**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 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 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**

<b>Large Business Concern:</b> Dominant in field of operations per Federal Acquisitions Circular (FAC 9.201)	(LBC)	Y	N
<b>Small Business Concern:</b> 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
<b>Woman-Owned Small Business:</b> 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
<b>Small Disadvantaged Business:</b> SBA certified; minimum 51% owned, controlled and operated day-to-day by one or more socially and economically disadvantaged individuals.*	(SDB)	Y	N
<b>Historically Black Colleges/Universities and Minority Institutions:</b>	(HBCU/MI)	Y	N
<b>HUB Zone Small Business:</b> 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
<b>Veteran-Owned Small Business:</b> 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
<b>Service-Disabled Veteran-Owned Small Business:</b> VOSB and with a disability that is service connected; may include spouse/caregiver of veteran with permanent or severe disabilities.	(SDVOSB)	Y	N

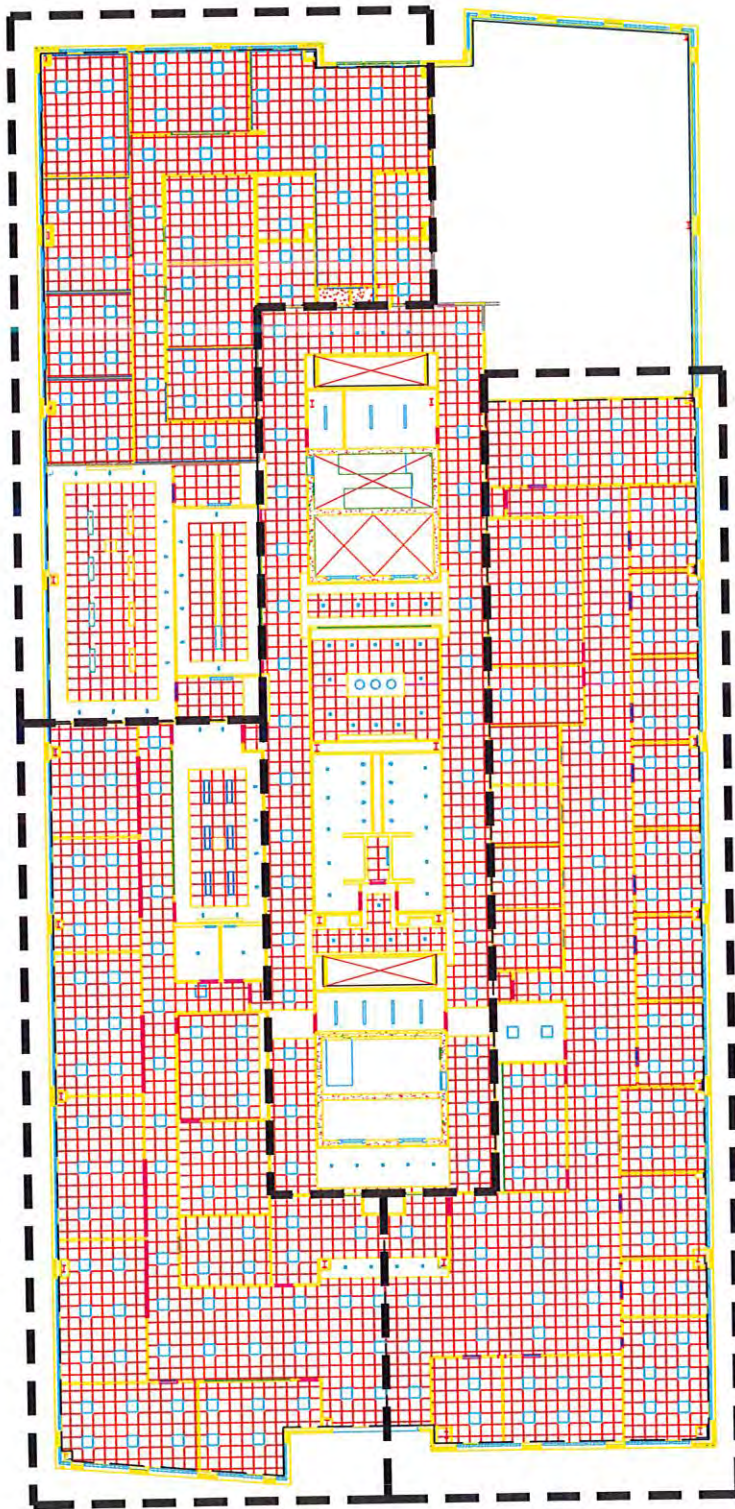
\*SDB Ethnicity Definitions (Please check one): African American \_\_\_\_\_; Hispanic American \_\_\_\_\_; Native American (American Indian, Eskimo, Aleut & Native Hawaiian) \_\_\_\_\_; Asian-Pacific American \_\_\_\_\_; Asian-Indian American \_\_\_\_\_



ELT  
AREA  
5,637 S.F.  
APPROX.

BoCC  
AREA  
5,667 S.F.  
APPROX.

COUNTY  
ATTORNEY  
AREA  
7,578 S.F.  
APPROX.



ADAMS COUNTY GOVERNMENT CENTER  
5TH FLOOR PLAN

NOT TO SCALE



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

## Addendum #1

RFP Issue Date: January 11, 2018  
RFP Number: RFP-SS-2017.761  
RFP Title: Sound Masking (Pink/White) System Installation –  
Government Center

### I. Revised RFP Schedule of Events:

- RFP Site Visit Walk-Thru\*: **Friday, 1/19/2018 8:30 A.M. MT**  
Location: Government Center: 4430 S. Adams County Parkway, 5<sup>th</sup> Floor  
Brighton, CO 80601  
*\*All participants shall meet in the Front Lobby of the building to be escorted to the 5<sup>th</sup> Floor.*
- Adams County shall here by amend the RFP response due date to: **1/25/2018 2:00 P.M. MT**, Our  
Clock, 4430 South Adams County Parkway, Front Lobby Brighton, CO 80601

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

1. Can you clarify the address (es) of where the work will take place?
  - a. **The work location shall be: 4430 South Adams County Parkway, Brighton CO 80601 – 5<sup>th</sup> Floor / Government Center. Adams County reserves the right to request additional work**
2. Can you please clarify the height from;
  - a. **Floor to acoustical ceiling = 10' (Ten Feet).**
  - b. **Acoustical ceiling to underside of concrete/metal deck above= 4' (Four Feet)**
3. Please identify any 1 hr. separation walls that go from floor to underside of concrete/metal deck separating the county attorney's office/ BoCC area and the ELT area.
  - a. **As per building prints there are no fire rated walls between areas.**

END OF ADDENDUM #1