

**ADAMS COUNTY, COLORADO
PROFESSIONAL SERVICE AGREEMENT**

THIS AGREEMENT ("Agreement") is made this 4 day of DECEMBER 2018, by and between the Adams County Board of County Commissioners, located at 4430 South Adams County Parkway, Brighton, Colorado 80601, hereinafter referred to as the "County," and **COMMERCIAL CLEANING SYSTEMS**, located at 1485 South Lipan Street, Denver, Colorado 80223, hereinafter referred to as the "Contractor." The County and the Contractor may be collectively referred to herein as the "Parties".

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

1. SERVICES OF THE CONTRACTOR:

- 1.1. All work shall be in accordance with the attached RFP 2018.352 and the Contractor's response to the RFP 2018.352 attached hereto as **Exhibit A**, and incorporated herein by reference. Should there be any discrepancy between Exhibit A and this Agreement the terms and conditions of this Agreement shall prevail.
- 1.2. **Emergency Services:** In the event the Adams County Board of County Commissioners declares an emergency, the County may request additional services (of the type described in this Agreement or otherwise within the expertise of the Contractor) to be performed by the Contractor. If the County requests such additional services, the Contractor shall provide such services in a timely fashion given the nature of the emergency, pursuant to the terms of this Agreement. Unless otherwise agreed to in writing by the parties, the Contractor shall bill for such services at the rates provided for in this Agreement.

2. RESPONSIBILITIES OF THE COUNTY: The County shall provide information as necessary or requested by the Contractor to enable the Contractor's performance under this Agreement, as referenced in Section 1 above.

3. TERM:

- 3.1. **Term of Agreement:** The initial term of this Agreement shall be for one (1) year from the date of execution, unless sooner terminated as specified elsewhere herein.
- 3.2. **Extension Options:** The County, at its sole option, may offer to extend this Agreement as necessary for up to two (2) option year extensions providing satisfactory service is given and all terms and conditions of this Agreement have been fulfilled. Such extensions must be mutually agreed upon in writing by the County and the Contractor.

4. **PAYMENT AND FEE SCHEDULE:** The County shall pay the Contractor for services furnished under this Agreement, and the Contractor shall accept as full payment for those services, in an amount of **forty-two thousand, five hundred, seventy dollars and no cents (\$42,570.00).**

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

5. **INDEPENDENT CONTRACTOR:** In providing services under this Agreement, the Contractor acts as an independent contractor and not as an employee of the County. The Contractor shall be solely and entirely responsible for his/her acts, and the acts of his/her employees, agents, servants, and subcontractors during the term and performance of this Agreement. No employee, agent, servant, or subcontractor of the Contractor shall be deemed to be an employee, agent, or servant of the County because of the performance of any services or work under this Agreement. The Contractor, at its expense, shall procure and maintain workers' compensation insurance as required by law. **Pursuant to the Workers' Compensation Act § 8-40-202(2)(b)(IV), C.R.S., as amended, the Contractor understands that it and its employees and servants are not entitled to workers' compensation benefits from the County. The Contractor further understands that it is solely obligated for the payment of federal and state income tax on any moneys earned pursuant to this Agreement.**

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

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

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

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

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

8.1.1. Each Occurrence: \$1,000,000

8.1.2. General Aggregate: \$2,000,000

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

8.2.1. Bodily Injury/Property Damage: \$1,000,000 (each accident)

8.2.2. Personal Injury Protection: Per Colorado Statutes

8.3. Workers' Compensation Insurance: Per Colorado Statutes Not Applicable.

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

8.4.1. Each Occurrence: \$1,000,000

8.4.2. This insurance requirement applies only to Contractors who are performing services under this Agreement as professionals licensed under the laws of the State of Colorado, such as physicians, lawyers, engineers, nurses, mental health providers, and any other licensed professionals.

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

8.5.1. Underwriters shall have no right of recovery or subrogation against the County, it being the intent of the parties that the insurance policies so affected shall protect both parties and be primary coverage for any and all losses resulting from the actions or negligence of the Contractor.

8.5.2. The insurance companies issuing the policy or policies shall have no recourse against the County for payment of any premiums due or for any assessments under any form of any policy.

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

8.6. Licensed Insurers: All insurers of the Contractor must be licensed or approved to do business in the State of Colorado. Upon failure of the Contractor to furnish, deliver and/or maintain such insurance as provided herein, this Agreement, at the election of the County, may be immediately declared suspended, discontinued, or terminated. Failure of the Contractor in obtaining and/or maintaining any required insurance shall not relieve the Contractor from any liability under this Agreement, nor shall the insurance requirements be construed to conflict with the obligations of the Contractor concerning indemnification.

8.7. Endorsement: Each insurance policy herein required shall be endorsed to state that coverage shall not be suspended, voided, or canceled without thirty (30) days prior written notice by certified mail, return receipt requested, to the County.

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

9. TERMINATION:

9.1. For Cause: If, through any cause, the Contractor fails to fulfill its obligations under this Agreement in a timely and proper manner, or if the Contractor violates any of the covenants, conditions, or stipulations of this Agreement, the County shall thereupon have the right to immediately terminate this Agreement, upon giving written notice to the Contractor of such termination and specifying the effective date thereof.

9.2. For Convenience: The County may terminate this Agreement at any time by giving written notice as specified herein to the other party, which notice shall be given at least thirty (30) days prior to the effective date of the termination. If this Agreement is terminated by the County, the Contractor will be paid an amount that bears the same ratio to the total compensation as the services actually performed bear to the total services the Contractor was to perform under this Agreement, less payments previously made to the Contractor under this Agreement.

10. MUTUAL UNDERSTANDINGS:

10.1. Jurisdiction and Venue: The laws of the State of Colorado shall govern as to the interpretation, validity, and effect of this Agreement. The parties agree that jurisdiction and venue for any disputes arising under this Agreement shall be in Adams County, Colorado.

10.2. Compliance with Laws: During the performance of this Agreement, the Contractor agrees to strictly adhere to all applicable federal, state, and local laws, rules and regulations; including all licensing and permit requirements. The parties hereto aver that they are familiar with § 18-8-301, et seq., C.R.S. (Bribery and Corrupt Influences), as amended, and § 18-8-401, et seq., C.R.S. (Abuse of Public Office), as amended, the Clean Air Act (42 U.S.C. 7401-7671q), and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended, and that no violation of such provisions are present. Contractor warrants that it is in compliance with the residency requirements in §§ 8-17-101, et seq., C.R.S. Without limiting the generality of the foregoing, the Contractor expressly agrees to comply with the privacy and security requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

10.3. OSHA: The Contractor shall comply with the requirements of the Occupational Safety and Health Act (OSHA) and shall review and comply with the County's safety regulations while on any County property. Failure to comply with any applicable federal, state or local law, rule, or regulation shall give the County the right to terminate this agreement for cause.

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

County:

Department: Adams County Human Services Head Start Division
Contact: Brian Spatcher, Facilities Supervisor
Address: 7111 East 56th Avenue
City, State, Zip: Commerce City, Colorado 80022
Office Number: 303.286.4110
Email: BSpatcher@adccgov.org

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

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

Contractor:

Company: Commercial Cleaning Systems
Contact: Jesus Guerrero, Vice President
Address: 1485 South Lipan Street
City, State, Zip: Denver, Colorado 80223
Office Number: 303.733-8997
E-mail: jguerrero@commercialcleaningsystems.com

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

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

10.11. Authorization: Each party represents and warrants that it has the power and ability to enter into this Agreement, to grant the rights granted herein, and to perform the duties and obligations herein described.

11. AMENDMENTS, CHANGE ORDERS OR EXTENSION:

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

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

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

12.1. The Contractor shall certify participation in the E-Verify Program (the electronic employment verification program that is authorized in 8 U.S.C. § 1324a and jointly administered by the United States Department of Homeland Security and the Social Security Administration, or its successor program) or the Department Program (the employment verification program established by the Colorado Department of Labor and Employment pursuant to C.R.S. § 8-17.5-102(5)) on the attached certification.

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

12.3. The Contractor shall not enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.

12.4. At the time of signing this public contract for services, the Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this public contract for services through participation in either the E-Verify Program or the Department Program.

12.5. The Contractor shall not use either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this public contract for services is being performed.

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

12.7. Contractor shall comply with any reasonable requests by the Department of Labor and Employment (the Department) made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. § 8-17.5-102(5).

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

13. SUPPLEMENTAL FEDERAL PROVISIONS- (FFATA)

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

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:

Commercial Cleaning Systems
Company Name

11/28/18
Date


Signature

Jesus Guerrero
Name (Print or Type)

Vice President
Title

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

Signature Page

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

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

By:

[Signature]
Raymond H. Gonzales, County Manager

12.5.18
Date

**CONTRACTOR
COMMERCIAL CLEANING SYSTEMS**

By:

Jesus Guerrero
Name (Print or Type)
[Signature]
Authorized Signature

11/28/18
Date:
Vice President
Title

Attest:

Stan Martin, Clerk and Recorder

[Signature]
Deputy Clerk

APPROVED AS TO FORM:
Adams County Attorney's Office

By: [Signature]
Attorney's Signature

NOTARIZATION:

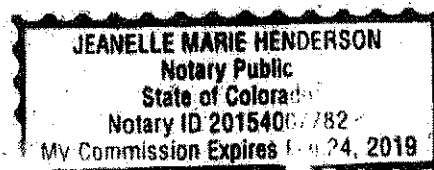
COUNTY OF Denver)
STATE OF Colorado) SS

Signed and sworn to before me this 28 day of November, 2018,

by Jesus Guerrero,

Notary Public [Signature]

My commission expires on: 2/24/19



ATTACHMENT A

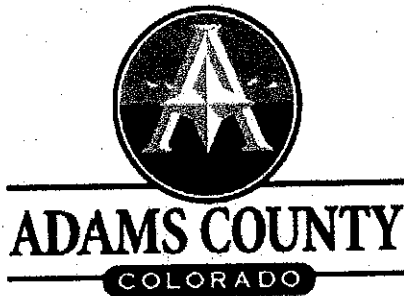
(All Documents following this page of the Agreement)

Attachments:

1. Fee Schedule (Base Year and Option Years)
2. Addendum One, dated July 9, 2018
2. Proposal, dated July 11, 2018
3. Offeror's Certification of Compliance
4. Offeror's Signature Page

PROPOSAL

2018 JANITORIAL CONTRACT: PRICING AND NOTES



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

REQUEST FOR PROPOSAL
PRICING FORM: 2018.382
BASE YEAR
(Submit in separate sealed envelope)

Contractor shall furnish all facilities, labor, materials, equipment, and perform all work as specified on the price schedule and in the specifications under a separate form and envelope.

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

Item	Description	Estimated Number Hours/Day	Fee Per Sq.Ft.	Total
1	Creskide Center	1	\$ 0.332	\$ 638
2	Little Star Center	1.75	\$ 0.322	\$ 966
3	Rainbow Center	1.5	\$ 0.289	\$ 857
4	Brighton Center	3	\$ 0.198	\$ 1,546
5	<u>Labor:</u> For extra work not included in the above proposed pricing, the rate per hour, which shall include all benefits, fringes, taxes, etc.		\$ _____	\$ 25 per hour
6	<u>Emergency/Extra Work:</u> For unscheduled additional work not included in the Pricing Form (to include all labor, equipment and supply costs) will be as follows:			
1.	Floor Stripping and Refinishing	_____	\$ 0.50 psf	\$ 250 minimum charge
2.	Carpet and Rug Shampooing	_____	\$ 0.12 psf	\$ 250 minimum charge
3.	Wall Washing	_____	\$ _____	\$ 25 per hour
4.	Wash Light Fixtures	_____	\$ _____	\$ 25 per hour
5.	Window Washing Exterior	_____	\$ _____	\$ 30 per hour
6.	Window Washing Interior	_____	\$ _____	\$ 30 per hour

Base Year Total \$ 4,007

Note: The total value of the base year should not exceed \$ 42,570.00

PROPOSAL

2018 JANITORIAL CONTRACT: PRICING AND NOTES

PRICING FORM continue OPTION YEAR ONE

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

<u>Item</u>	<u>Description</u>	<u>Estimated Number Hours/Day</u>	<u>Fee Per Sq.Ft.</u>	<u>Total</u>
2	Creekside Center	<u>1</u>	<u>\$.349</u>	<u>\$ 670</u>
2	Little Star Center	<u>1.75</u>	<u>\$.338</u>	<u>\$ 1,015</u>
3	Rainbow Center	<u>1.5</u>	<u>\$.303</u>	<u>\$ 890</u>
4	Brighton Center	<u>3</u>	<u>\$.208</u>	<u>\$ 1,624</u>
5	<u>Labor:</u> For extra work not included in the above proposed pricing, the rate per hour, which shall include all benefits, fringes, taxes, etc.	<u> </u>	<u>\$</u>	<u>\$ 26.25 per hour</u>
6	<u>Emergency/Extra Work:</u> For unscheduled additional work not included in the Pricing Form (to include all labor, equipment and supply costs) will be as follows:			
1.	Floor Stripping and Refinishing	<u> </u>	<u>\$ 0.55 psf</u>	<u>\$260 minimum charge</u>
2.	Carpet and Rug Shampooing	<u> </u>	<u>\$ 0.125 psf</u>	<u>\$260 minimum charge</u>
3.	Wall Washing	<u> </u>	<u>\$</u>	<u>\$ 26.25 per hour</u>
4.	Wash Light Fixtures	<u> </u>	<u>\$</u>	<u>\$ 26.25 per hour</u>
5.	Window Washing Exterior	<u> </u>	<u>\$</u>	<u>\$ 31.50 per hour</u>
6.	Window Washing Interior	<u> </u>	<u>\$</u>	<u>\$ 31.50 per hour</u>

Option Year One Total \$ 4,199

PROPOSAL

2018 JANITORIAL CONTRACT: PRICING AND NOTES

PRICING FORM continue OPTION YEAR TWO

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

<u>Item</u>	<u>Description</u>	<u>Estimated Number Hours/Day</u>	<u>Fee Per Sq.Ft.</u>	<u>Total</u>
3	Creekside Center	<u>1</u>	<u>\$ 0.366</u>	<u>\$ 704</u>
2	Little Star Center	<u>1.75</u>	<u>\$ 0.355</u>	<u>\$ 1,066</u>
3	Rainbow Center	<u>1.5</u>	<u>\$ 0.318</u>	<u>\$ 935</u>
4	Brighton Center	<u>3</u>	<u>\$ 0.218</u>	<u>\$ 1,705</u>
5	<u>Labor:</u>		<u>\$</u>	<u>\$ 27.50 per hour</u>

For extra work not included in the above proposed pricing, the rate per hour, which shall include all benefits, fringes, taxes, etc.

6 Emergency/Extra Work:

For unscheduled additional work not included in the Pricing Form (to include all labor, equipment and supply costs) will be as follows:

1. Floor Stripping and Refinishing	<u> </u>	<u>\$ 0.58 psf</u>	<u>\$270 minimum charge</u>
2. Carpet and Rug Shampooing	<u> </u>	<u>\$ 0.13 psf</u>	<u>\$270 minimum charge</u>
3. Wall Washing	<u> </u>	<u>\$</u>	<u>\$27.50 per hour</u>
4. Wash Light Fixtures	<u> </u>	<u>\$</u>	<u>\$27.50 per hour</u>
5. Window Washing Exterior	<u> </u>	<u>\$</u>	<u>\$33 per hour</u>
6. Window Washing Interior	<u> </u>	<u>\$</u>	<u>\$33 per hour</u>

Option Year Two Total	<u>\$4,410</u>
Option Year One Total	<u>\$4,199</u>
Base Year Total	<u>\$4,007</u>

GRAND TOTAL \$ 12,616
(Base Year and Option Years)



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

**INVITATION FOR BID (IFB)
ADDENDUM ONE**

Addendum One Issue Date: Monday, July 9, 2018

RFP Number: RFP-HE-2018-352

RFP Title: JANITORIAL/BUILDING SERVICES

Proposal will be received until: Wednesday, July 11, 2018, 4:00 pm (MT)
4430 South Adams County Parkway,
Front Lobby, Brighton, CO 80601

Goods or services to be delivered to or performed at: Adams County Human Services
Department

For additional information please contact: Heidi Ellis, Contract Specialist II
720-523-6053

Email Address: hellis@adcogov.org

PRINT OR TYPE YOUR INFORMATION

Name of Contractor: _____

Authorized Representative's Signature: _____

Title: _____ Date: _____

**ADAMS COUNTY
RFP-HE-2018-352
JANITORIAL/BUILDING SERVICES**

Addendum One (1) is being issued to provided responses to questions received for RFP 2018.352.

Questions and Responses:

Q1: Would you tell me what time the cleaning crews can begin the nightly cleaning?

R1: **The awarded Contractor can schedule cleaning services at 4:30 p.m.**

Q2: I'm assuming the cleaning is only performed Monday through Friday, correct?

R2: **Yes, the cleaning services will be performed Monday through Friday, unless there is an emergency request.**

Q3: Snow Removal – RFP states that the Custodians are responsible for clearing the evening activity at the buildings.

- a. Can you tell me an approximate number of days, annually, that the facility is utilized in the evening?
- b. How many square feet of sidewalk would we be responsible for shoveling between all four facility's?
- c. Would we be responsible for snow shoveling only in the timeframe that our staff is on-site for the nightly cleaning, or would we be on call outside of our daily cleaning hours?

R3a-c: **All snow removal is completed by the County's Human Service Department Maintenance Team and other sources for all locations.**

Q4: Window Washing & outside light fixtures – Are all outside windows & lights on the ground level, or would we be responsible for cleaning windows above ground level?

R4: **All windows washing will be on ground level.**

Q5: Would you be able to provide the square footage of each type of flooring below?

The time invested in cleaning or stripping & waxing each of these surfaces is very different from one to the other.

- a. Vinyl Composition Tile (VCT)

R5a: **The County locations have vinyl composition tile and the square footage is listed below:**

Creekside	- 896 sq ft
Rainbow	-1,713 sq ft
Brighton	-1,398 sq ft
Little Star	- 2,725 sq ft

- b. Carpet

R5b: **All carpet cleaning is completed by the County's Human Services Department Maintenance Division**

- c. Hard Floors – marble, travertine & terrazzo

R5c: **Not applicable to this solicitation.**

Addendum One (1) is being issued to provided responses to questions received for RFP 2018.352.

Questions and Responses:

Q6: If the Vendor has more than thirteen (13) pages for the technical proposal they find pertinent to the client may we submit more than 13 pages for the technical proposal?

R6: **Yes, the Contractors proposal can have additional information; please keep the solicitation required pages separate from any additional pertinent information you would like to include as attachments.**

Q7: The RFP states to not use the Adam's County logo; however, Are we allowed to use the provided pages in the RFP, given by Adams County, and place into our proposal that possess the Adams County logo?

R7: **Yes, you are can use the required forms included in the solicitation that required signatures and returned with your proposal. The statement is referencing if the Contractor is putting the County's logo on documents being created by the Contractor.**

End of questions

COMMERCIAL CLEANING SYSTEMS

JANITORIAL SERVICE PROPOSAL



PRESENTED TO
ADAMS COUNTY
JULY 11, 2018

PRESENTED BY
JESUS GUERRERO
VICE PRESIDENT
COMMERCIAL CLEANING SYSTEMS

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PROFILE OF FIRM

SIZE, OFFICES, SIMILAR PROJECTS

Commercial Cleaning Systems has been providing janitorial services for over 30 years. We have offices in 5 States and through our experience, hard work, and industry knowledge we are confident in our abilities to execute the requests in the scope of work. CCS currently services all other Adams County buildings and we understand their expectations and what it takes to provide high quality service.

Similar Experience

CCS currently services all 11 Head Start programs in Orange County, CA. We have been providing janitorial services such as night cleaning, floor care, carpet cleaning, etc. for over three years. The project size is approximately 15,000 dollars per month. If you have any questions you may contact William Pfeifer at 714-981-0945.

PROFILE OF FIRM

RESUMES

ARMANDO GARCIA

ACCOUNT MANAGER

Armando has been with Commercial Cleaning Systems for over seven years. Armando began his career with CCS as a Day Porter. Displaying dedication, attention to detail and follow through he was quickly promoted to Assistant Account Manager and now Account Manager where he serves today.

Armando handles the day-to-day service delivery to our customers as well as support and interact with our field employees.

Armando will spend 2 hours on this assignment per week which includes performing quality walks with the facilities team and oversight of the project.

BLADIMIR BORJAS

NIGHT MANAGER

Bladimir Borjas is the Night Area Manager for the Colorado Area. Bladimir's commitment to proper training and hiring has made him a success at CCS. Bladimir's main job duties are to conduct quality walks in the evening once work has been completed, to offer training and supervision to all night crews and to communicate any messages from the customer to our crew to ensure we adhere to the scope of work.

Bladimir started with CCS in 2017 as a night area manager. Within six weeks of his start he was promoted to a senior night area manager.

Bladimir will spend at least 2.5 hours on the project per week providing support, quality walks, and training to the staff.

MIKE MILANO

GENERAL MANAGER, CARPET/FLOORING & RESTORATION SERVICE

As General Manager of Carpet, Flooring, and Restoration Services for CCS. Mike Milano is responsible for managing and directing all carpet and flooring care operations.

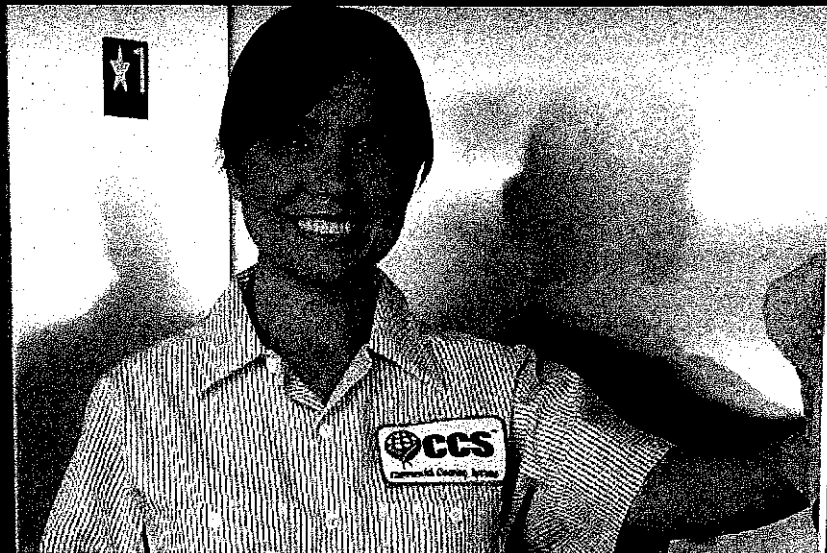
Mike has been involved in carpet cleaning and restoration services for over 27 years. Prior to joining CCS in 2007, he spent the first part of his career working for a local carpet and restoration company in Denver as a carpet cleaning technician. He was quickly promoted to manage both the residential and commercial divisions.

Mike has earned numerous certifications in carpet cleaning and water damage restoration/deodorization, including the distinction of a Master Carpet Certified Technician and Senior Carpet Inspector.

Mike will coordinate with his team and spend as much time as requested in the scope of work.

QUALIFICATIONS

OVERVIEW



CCS is a dedicated, full service janitorial company specializing in a range of building types including single and multi-tenant, corporate campuses, medical, industrial, retail, research and development, educational and public/government facilities.

We're proud thousands of companies and organizations nationwide rely on us as their cleaning partner. In addition to core janitorial services, we also provide specialty services to customers on an as needed basis, including carpet cleaning, flood restoration, hard floor maintenance, window cleaning and exterior power washing.

QUALIFICATIONS

A TEAM THAT DELIVERS

TEAMWORK THAT DELIVERS

At the center of every standout service business is its people—the team performing the work. Ensuring that team has the resources it needs to succeed is critical. At CCS, our team focus begins with hiring the right service-minded individuals, then arming them with the support to succeed.

From training to technology, human resource policies, professional attire, benefits and promotions, a host of workforce elements come into play. Our local management and communications model ensures your needs are met and our thousands of employees have the resources they need.

Our team mindset extends beyond CCS to the way we work with you. We view ourselves as partners, as teammates, and know our work can add to your success and peace of mind. By tapping the latest technology and communications devices, for example, our team stays in touch with each other, and with you.

A SENSE OF OWNERSHIP

A key differentiator of our team is that they are ours. As full-time hires (versus contract staff) team members at every level know they are part of our success. We do not subcontract ensuring uniform and consistent quality. For managers, that connection is made even stronger via ownership rights—and returns.

We also believe ownership translates to responsibility to own your own success and outcomes. It's a mindset that requires a commitment to follow through, to solve a problem that's been presented (or even better, anticipate and tackle an issue before it occurs.) It's a way of thinking and working that we encourage and reward.



*In **Built to Last**, best-selling author Jim Collins chronicles companies that have grown and endured based on core principles of leadership. We champion those core tenets—and beyond. We do that by infusing a “**Built to Serve**” philosophy in all we do.*

QUALIFICATIONS

WHAT MATTERS MOST

EFFICIENCY ON EVERY FRONT

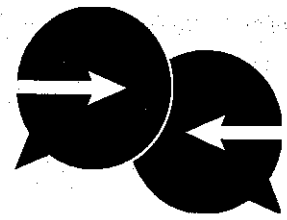
We know you are juggling a lot of responsibilities and that facility and building cleaning is just one. Of course, your responsibilities stretch much further than just cleaning, it includes the satisfaction of all who enter your buildings.

To assist, we utilize technology to make contacting us (and us contacting you) fast and efficient. All scheduling, training and site-required screenings are maintained at CCS. Our electronic timekeeping application allows our employees to check in/out via a pre-selected phone—so day shift or night shift, more time can be spent on task instead of collecting time sheets. For CCS managers, that's more time for inspections, site visits and employee development.

We've also found that electronic timekeeping provides an additional layer of accountability knowing when our employees are on site in real time. We also arm each of our managers with tablets, mobile devices, Office 365, GPS, and cloud-based solutions to ensure they can communicate with our teams and create and distribute work orders and checklists in real time. No more chasing anyone down and hoping it gets done.

WHAT SETS US APART

- Best-in-class, full service
- Award-winning, certified green cleaning
- Cleaning for any building type, any size
- Solutions, not excuses
- Attention to detail—big and small
- Available day and night 24/7, every day
- Customer-first mindset
- Tech investments to streamline team and client communications
- Pride in what we do—and deliver
- Customized cleaning services
- Highest level of trusted, reliable service



STAYING CONNECTED

While we know technology solutions help our team and yours stay connected, we also value face-to-face communications. That's why we schedule in-person sessions to hear from you and your team about what matters most and what's on your mind. Open, clear channels of communications are core to the way we work.

QUALIFICATIONS

GOLD STANDARD CERTIFICATION: CIMS ACCREDITATION

Within the commercial cleaning services industry, the Cleaning Industry Management Standards (CIMS) is the gold standard. The first consensus-based management standard for the cleaning industry, the evaluation is both independent and thorough, with a 360-degree view of an organization's work.

In October 2017, CCS received the rare CIMS accreditation, CIMS-Green Building Honors designation.

RIGOROUS EVALUATION

To earn CIMS accreditation, core areas of operation are rigorously reviewed, providing an independent and objective 360-degree evaluation, from management and operations to performance systems and processes. The findings provide a team with a benchmark for successful delivery of consistent, quality services designed to exceed customer needs and expectations. CIMS doesn't dictate the approach an organization should take (it's not prescriptive); instead, it assesses how robust the approach the company has implemented is.

Some of the CIMS scorecard elements focus on "big picture" processes and planning, others are very detail oriented. Together they provide a valuable, in-depth look at an organization from both an inside and outside vantage point—from a team/employee perspective, as well as client-facing one.

CIMS-GB: WHAT IT MEANS TO YOU

CIMS-GB certification demonstrates a company's ability to assist customers in achieving LEED EB: O&M points and assurance for partnering in the LEED process. In fact, CIMS-GB is a direct compliance option for the "Green Cleaning Policy" LEED prerequisite. To satisfy the prerequisite, facilities can either invest in developing and implementing a comprehensive green cleaning policy or simply utilize a CIMS-GB certified cleaning service provider.

CCS is one of the select few cleaning provider worldwide that currently holds the CIMS-GB with Honors designation—recognition that we achieved a near perfect green review/compliance score.



GOLD-STANDARD CERTIFIED

Currently 218 commercial cleaning companies in North America have earned CIMS accreditation. CCS is proud to be among them.

Fewer than 10% have achieved the CIMS-GB with Honors certification -think of it as a rare summa cum laude designation in green building and cleaning.

CIMS accreditation applies to the organization in its entirety, not just a specific individual, process or product.

WORKING FOR YOU

OVERVIEW



CCS maintains a stable workforce at each of our facilities. We do not subcontract services—a key point of difference that sets us apart in the custodial cleaning and janitorial industry. We use our own hourly paid employees to manage and clean our customers' facilities.

We've found the best way to build our team is via referrals from our existing, high performing employees. Careful screening prior to hiring is done by the Human Resources Manager to ensure that the person hired for the job is qualified and has the traits to stay with the job.

WORKING FOR YOU

TRAINING : ON-THE-JOB

Our top priority is to provide qualified, well-trained employees to every customer location. We know that training leads to improved employee satisfaction, productivity, motivation and morale. Training also increases our workflow efficiencies and reduces CCS' direct labor costs, providing you with quality service at a competitive price.

Our training program for new-hires, supervisors and managers is more extensive and complete than other companies in our industry.

Following the orientation period, new employees are teamed up with an experienced member of the janitorial staff from their assigned location. Under the guidance of the building supervisor and area manager, the new employee receives direct guidance from the experienced janitor in the building with the goal of moving towards working independently. The building supervisor and area manager monitors the new employee's progress and decides when it is appropriate for the new employee to work independently.

On-the-job training is site-specific and customized based on the complexity of each job assignment. A checklist is utilized to assist with reviewing all necessary topics as part of the assignment. Checklist items include:

- Communication procedures
- Site-specific building rules and regulations—i.e. security, key control
- Proper wearing of uniform and display of I.D. badge
- Location and use of Safety Data Sheets (S.D.S.)
- Emergency Evacuation Procedures and Hazardous Communication Program
- Review of building work plan and specific work assignment to include all tenant preferences
- Energy and water conservation
- Trash collection and recycle program
- Guidelines for dusting, mopping and vacuuming
- Guidelines for cleaning of kitchens/break room areas and restrooms
- Reporting of maintenance issues
- Security – securing of doors, operation of access control systems and alarm systems, securing/safeguarding keys and access cards
- Discuss proper lifting procedures and working safely
- Immediately report any unsafe conditions to supervisor
- Proper use of cleaning solution dilution center and mixing procedures

Upon completion of the training process, new CCS employees are assigned their position in the building and work in conjunction with the other janitorial staff members at the same location.

WORKING FOR YOU

TRAINING : CONTINUAL DEVELOPMENT

CCS is dedicated to an ongoing training program that constantly improves the skill sets of all workers and ensures that they are exposed to best practices and the latest techniques/equipment. Our assigned training coordinator for each branch office conducts monthly training for all our nighttime/daytime area management staff members. Subsequently, these staff members provide the training to the building supervisors and workers. The following is a list of monthly training topics to include, but not limited to:

- Illness and Injury Prevention Program
- Hazard Communication Program
- Anti-Harassment Policy and Procedure
- Zero Tolerance Drug and Alcohol Policy
- Company Rules, Policies, and Procedures
- Safety Data Sheets (S.D.S.)
- Cleaning Techniques
- Emergency Preparedness and Safety Issues
- Communication Procedures
- Finishes and Hard Floor Maintenance
- Carpet Maintenance
- Hand Hygiene, Hand and Skin Protection
- Cleaning Solutions Handling, Storage, Disposal & Recycling
- Dilution Control and Spill Management
- Bloodborne Pathogens – Emergency Spill Clean-up Procedures
- Workplace Violence Awareness
- Safe lifting and Preventing back injuries
- Slips, Trips, Falls and Hazards
- Workers' Comp and Medical Insurance Fraud
- Ladder Safety/Electrical Safety
- Equipment Maintenance and Documentation
- Personal Ergonomics / Repetitive motion
- Accident Investigation and Reporting

As part of these monthly training meetings, we engage our key suppliers to assist in sharing updates on products and advocating proper technique and product usage.

We also use a case study approach, providing real world scenarios and walkthroughs of solutions to difficult cleaning scenarios. These team discussions and open information exchanges are led by management staff and allow field crews to share experiences, ideas and solutions—in short, to take ownership.

A FOUNDATION FOR SUCCESS

TECHNOLOGY

Our technology and support solutions have created a team culture and positive impact throughout the company, building an open and communicative environment for all employees, vendors, and customers. Importantly, ready access to technology provides CCS employees with a sense of independence and trusted communications regarding their schedules and early access to upcoming payments. With ready access to technology tools, each employee is able to see their schedules, view their paychecks before they're issued—and more. The result? Added peace of mind, personal performance and reliability.

Here's a look at what solutions will be at work for you:

MATERIAL REQUIREMENTS PLANNING (MRP)

Our scheduling and HR management system is the tool we use for creating and maintaining all scheduling, training and site-required screenings. It ties directly to the CCS invoicing system eliminating missed data "handoffs" that can often occur with other approaches.

ELECTRONIC TIMEKEEPING

We set up Electronic Timekeeping at each CCS customer location. This electronic timekeeping solution allows our employees to check in/out via a pre-selected phone eliminating the need for collecting timesheets. It's easier and efficient for our employees, but the biggest benefit is it allows our night management team to spend more time on inspections, site visits and employee development rather than chasing timesheets and delivering checks. It's also a valuable layer of team accountability as it communicates real-time data about when and where employees are, and whether they're clocked in or out.

OFFICE 365

We provide each CCS manager with an iPad and Office 365 for communicating with our teams and creating and distributing work orders and checklists on the spot. With all our files securely hosted in the cloud, managers can create, modify and send out proposals in the field, instantly send Day Porter schedules and other key scheduling and communications without delay.



CURRENT TECHNOLOGY

We use the latest technology to ensure our professional service to our customers.

Mobile devices

Cloud computing

Employee portals

Team sites

Advanced reporting

Real-time data collection

GPS tracking

WHAT TO EXPECT

OVERVIEW

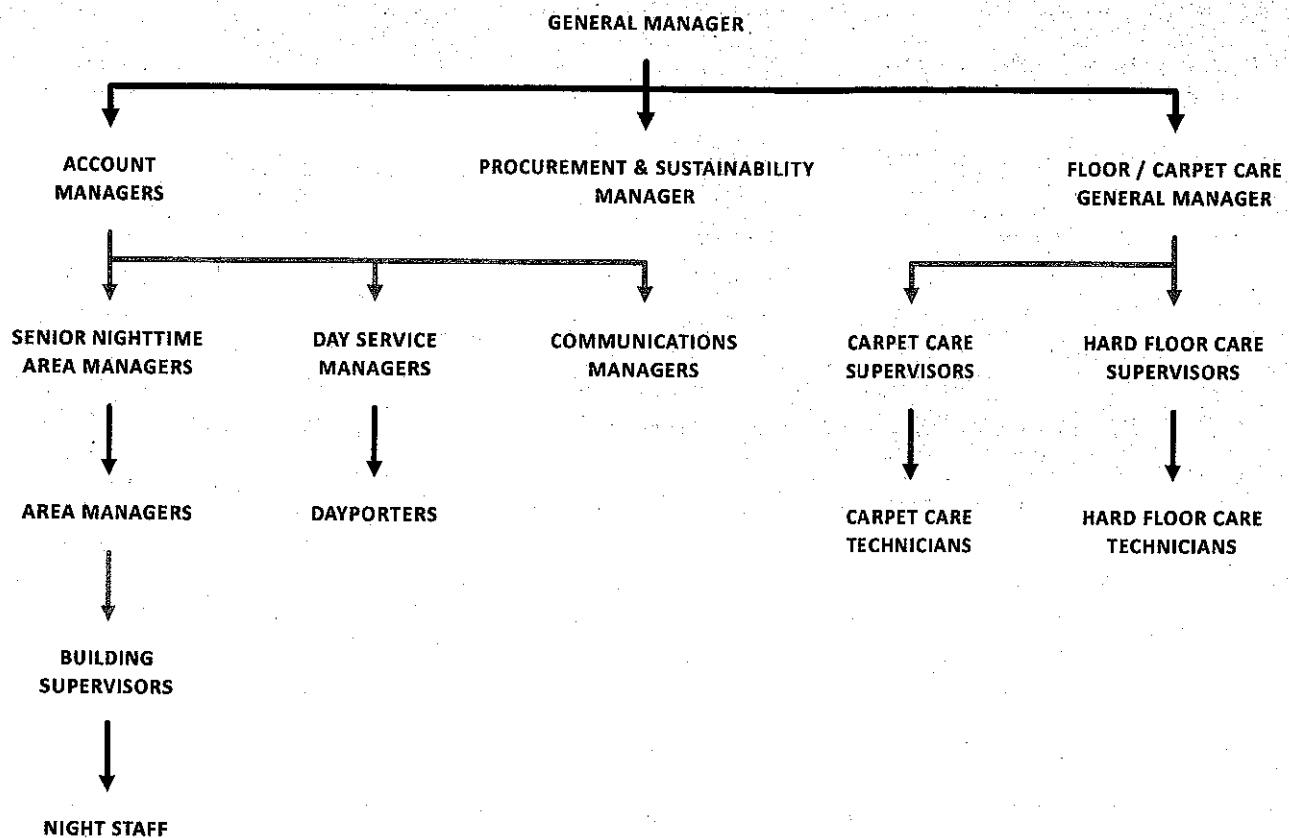


While the people part of our work is critical, we also know the management and supervision of the work process provides CCS customers with tremendous value. In the cleaning business, it's not uncommon for facilities or buildings that are not effectively supervised to become isolated and disconnected; our supervision and communication infrastructure doesn't allow that to happen. Our team approach, checks and balances and open communication within CCS and our clients are key steps for fostering strong connections and quality. We've learned that both significant and even small, seemingly easy measures add up to a big difference.

We ensure full compliance with the requirements of the contract. Our management team is committed to job quality and customer satisfaction.

ABOUT US

LOCAL ORGANIZATION CHART



WHAT TO EXPECT

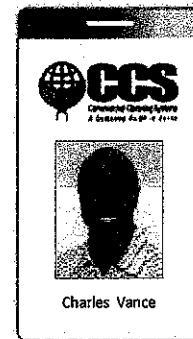
STAFFING: UNIFORM SPECIFICATIONS

Our teams servicing your buildings are a direct representation of CCS and your company. We take great care in the sourcing and upkeep of our uniforms to ensure our team members look professional.

Our standard uniform offering is outlined below. We can also work with you to address any specific uniform requirements outside of our standards.

To meet the uniform appearance standards, the following guidelines are provided:

- All staff must dress in their company issued uniform daily – no exceptions
- Each employee will be responsible for keeping their uniforms/smocks clean and presentable for work
- If any uniform item is damaged, immediately report to your supervisor so a replacement item can be provided
- For safety reasons, no open-ended shoes are permitted
- Employees who arrive to work inappropriately dressed will be relieved of their duties and will not be allowed to return to work until wearing proper attire/uniform
- All employees are expected to look presentable – proper hygiene and grooming are required. Failure to comply will result in your removal from the job location
- For Men: facial hair must be neatly trimmed. Hair should be neatly groomed. Jewelry must be inconspicuous and not create a safety hazard. Jewelry and earrings should be simple, conservative, and inconspicuous and not create a safety hazard.
- For Women: conservative make-up is acceptable. Hair should be neatly groomed and away from the face. Jewelry and earrings should be simple, conservative, and inconspicuous and not create a safety hazard.



EMPLOYEE ID BADGES

Employees are provided an identification badge, which is required to be worn at all times while on duty. The badge includes the individual's photo, full name, and our company name.



EMPLOYEE UNIFORMS

Day Staff

Work Shirt with CCS Logo
Work Pants
Work Jacket
Non-slip shoes

Night Staff

Apron/Smock with CCS Logo
Work pants
Non-slip shoes

WHAT TO EXPECT

COMMUNICATION : LOGS

24/7 COVERAGE

CCS believes that communication is critical to the way we work—both with you and with our own team. We pride ourselves on providing quick completion of all requests. To assist, we have a software-based communication log systems that ensures our nightly managers are informed of special requests and building issues.

Logs are compiled daily and distributed to our managers by a Communications Manager in our office each evening. Execution and follow up on the requests and issues are double checked nightly by the Area Manager who reports any open or follow-up items to your Account Manager and Communication Manager in our office early the next morning, before your building operations begin. The seamless handoff ensures items are not overlooked and that you are aware of what's been completed, and what may be open (and why). Your Account Manager follows up with you and your team to ensure all requests are completed.

In addition, the CCS Day Service management staff conducts inspections during visits with the day staff. These inspections provide another "eye" to assist in our continuous improvement process. If we see an issue, we'll be proactive and address it and let you know. Your CCS account management team will also conduct formal and informal inspections based on the needs of the building. All items noted during these inspections are immediately communicated to the night staff for immediate attention.

NIGHTLY COMMUNICATION LOGS

TICKET #6747902 JOB #10270	TASK DESCRIPTION STAFF NOTIFICATION	TICKET INFORMATION NOTIFY STAFF. SUPPLIES WERE DROPPED OFF AND PLACED IN OFFICE. PLEASE STORE IN A NEAT AND ORDERLY FASHION.
CUSTOMER ID ABC PROPERTY MGMT	STATUS COMPLETE	
ACCOUNT MANAGER ENRIQUE ALVAREZ	COMPLETION DATE 2/13/17	COMPLETION NOTES PERSONALLY INSPECTED AND CONFIRMED. LEAD JANITOR, JOSE M., RECEIVED SUPPLIES AND ORGANIZED IN STORAGE CLOSET.
JOB SUPERVISOR LILIANA VELAZCO		

ADDENDUM

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SUSTAINABILITY & GREEN CLEAN

CCS LEADERSHIP TEAM

SAMPLE CERTIFICATE OF INSURANCE

INDUSTRY AFFILIATIONS

ADDENDUM

GREEN CLEANING PROGRAM

With our Green Cleaning Program, CCS takes traditional cleaning beyond appearances with procedures designed to make each customer's occupancy the safest, healthiest and cleanest environment possible.

Using environmentally friendly, less-toxic products is just one step in the process of setting up and implementing a successful green cleaning program. How the janitorial staff uses cleaning products and equipment also impacts the program's success.

CCS employs our Green Cleaning Program throughout our company to achieve:

- A healthier environment for all occupants in the building
- Reduced absenteeism and higher productivity in the workplace
- The ability for our customers to earn LEED-EB credits toward building certification
- Favorable public relations to tenants and the general public for property owners and managers
- Compliance with governmental requirements
- A reduction in building maintenance and repairs
- A lower impact on the natural environment

Landlords and property owners are supported with best practices and certification programs that position the property with an attractive occupancy package for existing and prospective tenants.

In addition to traditional janitorial processes, Commercial Cleaning Systems' Green Cleaning Program addresses training and procedures specific to the following areas:

- Entryway maintenance and documentation
- Powered floor care equipment use, maintenance and documentation
- Dusting and mopping
- Hard floor care maintenance and documentation
- Carpet floor care maintenance and documentation
- Food areas
- Indoor plants
- Solution dilution, use, spill containment, recycling and disposal
- Trash collection and recycling procedure
- Reduction in solid waste
- Vulnerable populations, communication and procedure
- Hand sanitizing and proper hand hygiene
- Documentation and reporting required for LEED Certification

ADDENDUM

CCS TEAM LEADERSHIP

STEVE TESTA

CHIEF FINANCIAL OFFICER

As CFO, Steve Testa manages the financial reporting and accounting departments. In addition, he is responsible for risk management and the human resources department.

Steve began his career in the investment banking department of Wertheim Schroder & Co. He later moved on to become a principal of two private equity firms, where he was involved in all aspects of acquisitions including: sourcing, due diligence, purchase and finance negotiations, raising senior and subordinated debt, and recruiting/replacing of management. Prior to CCS, Steve was an executive at a financial restructuring and turnaround advisory firm.

Steve earned his BS in Business Administration from the University of Southern California.

STEVE LARSON

EXECUTIVE VICE PRESIDENT

Steve Larson is the Executive Vice President for Commercial Cleaning Systems. Steve is primarily responsible for the management of all operations including: strategic and operational leadership, developing and maintaining customer relations.

Steve spent the past 27 years of his career in various management and leadership positions providing janitorial services to the commercial real estate industry.

Prior to his career, Steve earned his Bachelor of Science Degree in Mechanical Engineering with Honors from University of Minnesota, Institute of Technology.

JESUS GUERRERO

VICE PRESIDENT, DENVER

Jesus Guerrero is General Manager of CCS's Colorado operations. Jesus is primarily responsible for the management and supervision of all daytime and nighttime operations including: strategic and operational leadership, developing and maintaining customer relations, and assists with the training and development of account managers.

Prior to the start of his career with CCS in 2002, Jesus worked in the IT industry where he started in customer service and quickly advanced to management.

ADDENDUM

CCS TEAM LEADERSHIP

JANET KIEFER

CORPORATE CONTROLLER

Janet Kiefer serves as Corporate Controller at CCS responsible for managing all facets of the accounting operations, monitoring and implementation of policies and procedures, as well as reporting analyzed financial information to the executive management team.

Prior to joining, Janet served in numerous accounting roles in both public traded and privately held companies working primarily in the manufacturing industries. She also spent four years in the United States Navy as a financial technician where she earned a Navy Marine Corp Achievement Medal for her perseverance and dedication to her work.

Janet holds a BS in Accounting at Metropolitan State University of Denver.

MIKE MILANO

GENERAL MANAGER, CARPET/FLOORING & RESTORATION SERVICE

As General Manager of Carpet, Flooring, and Restoration Services for CCS. Mike Milano is responsible for managing and directing all carpet and flooring care operations.

Mike has been involved in carpet cleaning and restoration services for over 27 years. Prior to joining CCS in 2007, he spent the first part of his career working for a local carpet and restoration company in Denver as a carpet cleaning technician. He was quickly promoted to manage both the residential and commercial divisions.

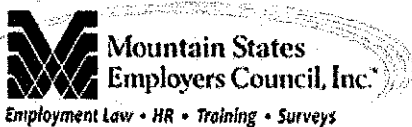
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ADDENDUM

INDUSTRY AFFILIATIONS

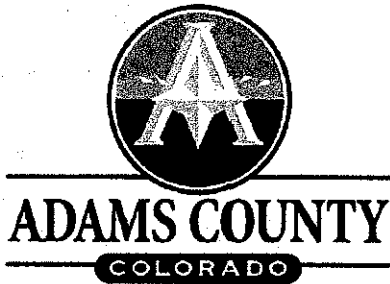
Staying ahead of changes in the cleaning industry—from new products to new regulations—is a commitment we make to both our employees and customers. CCS invests in ongoing partnerships and affiliations with the Janitorial Services industry, as well as industry groups and associations our customers' value.

A strong percentage of our employees are active members in industry associations. CCS invests a significant amount of financial and leadership support to these associations. Our BDMs in each market serve on committees for these organizations and help further their missions.



REQUIRED DOCUMENTS

CONTRACTOR'S CERTIFICATE 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.

Commercial Cleaning Systems

Contractor Name

Jesus Guerrero

Printed or Typed Name

Signature

Vice President

Title

7/11/2018

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

(All Documents following this page of the Agreement)

Exhibit:

1. RFP 2018.352 Scope of Work

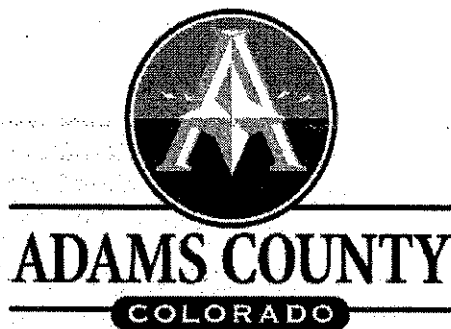


EXHIBIT A

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

REQUEST FOR PROPOSAL COVER SHEET

RFP Issue Date: Thursday, June 28, 2018

RFP Number: RFP-HE-2018.352

RFP Title: **JANITORIAL/BUILDING SERVICES**

Pre-Proposal Meeting: Not Applicable

RFP Questions Due: Friday, July 6, 2018 by 2:00 p.m. (MT)

Proposal will be received until: Wednesday, July 11, 2018, 4:00 pm (MT)
4430 South Adams County Parkway, Front Lobby
Brighton, CO 80601

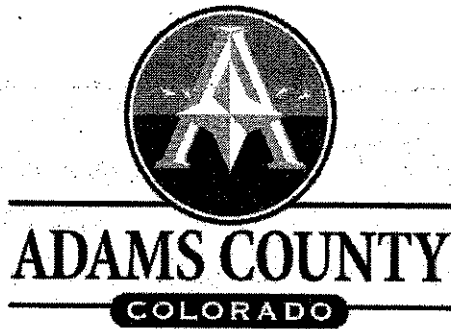
Goods or services to be delivered to or performed at: Adams County Human Services
Department

For additional information please contact: Heidi Ellis, Contract Specialist II
720-523-6053

Email Address: hellis@adcogov.org

Documents included in this package:

- Proposal Instructions
- General Terms and Conditions
- Scope of Work (SOW)/ Specifications
- Pricing Form
- Submission Check List
- Statement of No Proposal
- Contractor's Certificate of Compliance
- Contractor's Statement
- Reference Form
- Term of Acceptance Form
- Appendix A – Sample Agreement



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

**REQUEST FOR PROPOSAL
2018.352
PROPOSAL INSTRUCTIONS**

1. **PURPOSE/BACKGROUND:** Adams County Board of Commissioners (BOCC) through its Finance Department/Purchasing Division is seeking the services of a qualified company or individual for Janitorial/Building services at the several Human Services Department, Head Start buildings, but not limited to; Creekside Center, Little Star, Rainbow Center, and Brighton Center.
2. **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

ATTN: Heidi Ellis, P.H.M.
Contract Specialist II
RFP-HE-2018.352

ATTN: Heidi Ellis, P.H.M.
Contract Specialist II
RFP-HE-2018.352

3. The Adams County Board of County Commissioners by and through its Purchasing Division of the Finance Department is accepting proposals for **Janitorial/Building Services**.
4. 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>
 - 4.1. Interested parties must register with this service to receive these documents.
5. **TERM OF AGREEMENT:** This is a one year agreement with the option of two one year renewals.
 - 5.1. **OPTION TO RENEW FOR TWO (2) SUBSEQUENT YEARS (MAINTAINING SAME PRICES):** The prices or discounts quoted by the Contractor in its Proposal shall prevail for the term of the Agreement, at which time the County shall have the option to renew the Agreement for two (2) subsequent one year periods, provided, however, that such Contractor will maintain the same prices or discounts that were agreed to in the initial Agreement.

Continuation of the Agreement beyond the initial period is a County prerogative and not a right of the Contractor. This prerogative will be exercised only when such continuation is clearly in the best interest of the County and upon budget approval.

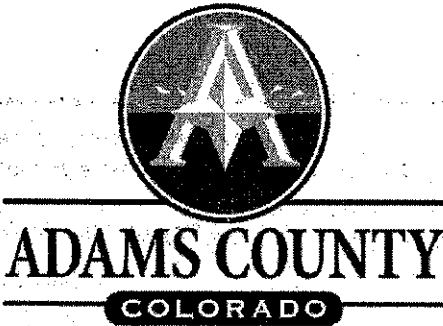
6. CONTRACTUAL OBLIGATIONS

- 6.1. The successful Contractor will be required to sign an Agreement substantially similar to the Agreement form in Appendix A. The County reserves the right to add or delete provisions to the form prior to Agreement execution.
- 6.2. Issuance of this solicitation does not commit the County to award any Agreement or to procure or Agreement for any equipment, materials or services.
- 6.3. If a formal Agreement is required, the Contractor agrees and understands that a Notice of Award does not constitute an Agreement or create a property interest of any nature until an Agreement is signed by the Awardee and the Board of County Commissioners and/or their authorized designee.
- 6.4. Contractor is responsible for reviewing the form 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.
- 6.5. Contractor's Response must state 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 a project-by-project basis that provide further clarification.
- 6.6. Incorrect Pricing/Invoicing. 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/invoiced incorrectly, Contractor(s) agree to promptly refund all overpayments and to pay all reasonable audit expenses incurred as a result of the non-compliance.
- 6.7. 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.

7. PRE-PROPOSAL MEETING AND WALK-THROUGH IS: *Not Applicable*

8. **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.

- 8.1. 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.
- 8.2. 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 Heidi Ellis, Contract Specialist II, Purchasing Division, Adams County, hellis@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.
9. 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.
10. COOPERATIVE PURCHASING: Adams County encourages cooperative purchasing in an effort to assist other agencies to reduce their cost of bidding and to make better use of taxpayer dollars through volume purchasing. Contractor(s) may, at their discretion, agree to extend the prices and/or terms of the resulting award to other state or local government agencies, school districts, or political subdivisions in the event they would have a need for the same product/service. Usage by any entity shall not have a negative impact on Adams County in the current term or in any future terms.
11. 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.
12. BUDGET: Budget will not be disclosed.
13. DEBARMENT: By submitting this proposal, the Contractor warrants and certifies they are eligible to submit a proposal because their company and/or subcontract(s) is/are 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.



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

REQUEST FOR PROPOSAL
2018.352
GENERAL TERMS AND CONDITIONS

1. **APPLICABILITY:** These General Terms and Conditions apply, but are not limited, to all bids, proposals, qualifications and quotations (hereinafter referred to as "Proposal" or "Response") made to Adams County (hereinafter referred to as "County") by all prospective 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 Subcontractors, 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 (BIDNET). 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 a cash discount for prompt payment. Discounts will 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: 84-6000732

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 Contractor's Statement 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. Unit prices shall be provided by the Contractor on the Solicitation's Specification and Pricing Form when required in conjunction with the prescribed method of award and shall be for the unit of measure requested. Prices that are not in accordance with the measurements and descriptions requested shall be considered non-responsive and shall not be considered. Where there is a discrepancy between the unit price and the extension of prices, the unit price shall prevail.
- 7.1.5. Alternate Proposals will not be considered unless expressly permitted in the Scope of Work.
- 7.1.6. 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, which is attached to 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-HE-2018-352 JANITORIAL/BUILDING SERVICES.
- 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 County Commissioners to close the County offices.

9. MODIFICATION AND 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 Contractor's Statement;

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 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.

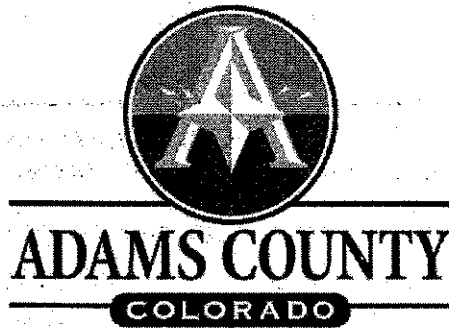
11.4. No damages shall be recoverable by any challenger as a result of the determinations listed in this Section or decisions by the County.

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
2018.352
SCOPE OF WORK

I. INTRODUCTION

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

II. REQUIRED DOCUMENTATION: *Not Applicable*

III. RESPONSE FORMAT

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) ORIGINAL hardcopy, Three (3) COPIES, and ONE (1) electronic ORIGINAL (USB or CD-single PDF document), 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. Proposal should not exceed **thirteen (13) pages** for the technical proposal, excluding the RFP required pages. 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.

1. Provide submittal without reference to Adams County logo or company logo.
2. Label cover of Original submittal.
3. Profile of the Firm – State whether your firm is local, national, or international. Also include the following for the office this work would originate from:
 - a. Size of the Firm and size of local office (if applicable).
 - b. Location of the office, where the work on this engagement is to be performed.

- c. Number and nature of the professional staff to be assigned to the project on a full-time basis.
 - d. Number and nature of staff to be assigned to this project on a part-time basis.
 - e. Identify the supervisory and management staff who will be assigned to the engagement. Provide resumes for each person that will be assigned to this engagement.
 - f. Provide any substantiated complaints against the firm in the last 3 years and any outstanding litigation.
7. Provide documentation that satisfies the Required Document requests.
 8. Provide documentation that satisfies the criteria to be evaluated.

IV. Detailed Scope of Work Requirements

Background Checks:

- Background information checks will be required on all Contractor's employees working in the County buildings. These must be done using the BIZ/CBI Systems. Webpage is <https://www.cbirecordscheck.com/index.aspx> Cost will be paid by the offeror.
- Reporting Requirements: Results of each individual's background check must be supplied to the County's Purchasing Division prior to the employee being allowed on County's premises. In addition, the offeror is required to immediately report any employee's criminal activity to the County's Purchasing Division.

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

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

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

PRECAUTIONS AND SAFETY PRACTICES

Building Security:

1. During work activities the Contractor agrees to abide by County's policies and procedures.
2. All doors to which entrance can be gained to buildings shall be locked at all times. This includes interior doors connecting rooms regularly open to the public and includes restricted quarters after the close of the school day.
3. Contractor's employees should be conscious of security, integrity and be alert and responsible for the proper locking of all entrances and closures of windows, especially after the close of the business day. Faulty or broken doors and windows (including locks) should be reported immediately to the Building Supervisor, contact information will be provided to the awarded Contractor.
4. Doors leading to the outside should not be propped open at any time.

5. Contractor's employees entering or leaving the building shall make sure that all exterior doors and windows are closed and locked. They shall be alert upon entering and leaving to ensure that no unauthorized persons are waiting to gain access to the building while the door is unlocked for an employee.
6. All unattended outside doors are to be locked at all times.
7. Janitor closet doors shall be locked at all times.
8. Ladders shall not be left near buildings where access could be gained through the use of the ladder.
9. Areas defined as restricted should be locked at all times.
10. Access to buildings shall be provided to the Contractor for work activities only.

Supply Storage:

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

Floor Machines and Vacuums:

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

Supplies, Safety and Handling:

1. Rubber gloves should be worn when handling any solution that warns about skin irritations. All materials must be stored and identified as to content so that proper precautions may be taken.
2. Eye protection should be worn when using any acid based product, such as bowl cleaner. Follow all warning labels and take steps necessary for safe use of all products.

3. Class 1 flammable liquids (gasoline, benzene, naphtha, alcohol, turps and subturps) shall not be stored in any building.

Work Operations:

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

STANDARD OF PERFORMANCE

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

Trash Disposal:

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

General Office Cleaning:

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

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

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

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

GENERAL RULES AND REGULATIONS FOR CONTRACT EMPLOYEES

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

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

COMPLIANCE WITH APPLICABLE LAW

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

SCHEDULE OF PRICES : All Assignments

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

CUSTODIAL CLEANING CHEMICALS

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

LIST OF LOCATIONS TO BE SERVICED

<u>Centers</u>	<u>Cleanable Space In Square Footage</u>
Brighton	7819
Creekside	1922
Rainbow	2960
Little Star	2997

CLEANING SPECIFICATIONS

<u>Cleaning</u>		
<u>Daily</u>	<u>Weekly</u>	<u>Monthly</u>
1. Dust, damp mop floor and vacuum 2. Empty wastebaskets and fill dispensers 3. Adjust shades or drapes 4. Secure windows 5. Wash sink and fittings and wall area around sink and cabinets 6. Wash entry windows 7. Dust walls and ceilings 8. Damp mop floor 9. Spot clean carpet 10. Clean door knobs	1. Dust horizontal surfaces 2. Dust furniture 3. Wipe off fingerprints 4. Wash glass doors and frames 5. Damp wipe window frames 6. Damp wipe furniture 7. Wash windows inside 8. Spot clean walls	1. Wash woodwork and trim 2. Wash window sills
<u>Quarterly</u>	<u>Annually (Summer)</u>	
1. Wash entry windows 2. Clean shades and/or drapes 3. Damp wipe clock 4. Clean base boards	1. Clean windows (Outside) 2. Wash lights and fixtures 3. Shampoo carpets	

Special Directives		
PLEASE DON'T USE ANY SCOURING POWDER, BLEACH OR ACIDS IN BUILDINGS!		
<ul style="list-style-type: none"> • VACUUM PRE-SCHOOL CLASSROOMS DAILY. • VACUUM COMMON AREAS DAILY. • Mop floors daily • Throw all trash in dumpsters outside of buildings 		

CORRIDOR AND STAIRWAY CLEANING

Entry Ways		
Daily	Weekly	Monthly
1. Dust, sweep, damp mop floor and vacuum 2. Adjust shades or drapes 3. Secure windows 4. Clean mats 5. Regular floor maintenance 6. Dust or clean all foyer furniture	1. Dust horizontal surfaces 2. Dust furniture 3. Wipe off fingerprints 4. Dust banisters 5. Damp wipe banisters 6. Spot clean carpet 7. Wash stair treads	1. Wash woodwork and trim 2. Wash wainscot and dado 3. Damp wipe walls 4. Wash windows 5. Wash entrance doors and glass 6. Wash glass doors and frames 7. Wash stair risers 8. Dust walls and ceilings
Quarterly	Annually (Summer)	As Requested
1. Wash windows and sills 2. Wash wainscot and dado 3. Wash baseboards 4. Damp wipe exit lights	1. Wash lights and fixtures 2. Clean Windows (Outside)	
Special Directives		
PLEASE DON'T USE ANY SCOURING POWDER, BLEACH OR ACIDS IN BUILDINGS!		

TOILET

Toilet		
Daily	Weekly	Monthly
1. Clean with antiseptic solution: <ul style="list-style-type: none"> a. Urinals and fittings b. Toilet bowls and fittings c. Lavatories and fittings d. Sinks and wall area around sinks 2. Damp wipe seats 3. Fill receptacles: towels and toilet paper 4. Sweep and wet mop floors 5. Secure windows 6. Dispose of trash 7. Regular floor maintenance 8. Clean mirrors, use soap to clean floor push plates, knobs and handles	1. Dust horizontal surfaces 2. Damp wipe partitions and walls 3. Clean soap dishes 4. Spot clean walls	
Quarterly	Annually (Summer)	As Requested
1. Clean baseboards 2. Soap scrub dirty walls	1. Thorough clean to include wash to walls, floors, fixtures, baseboards	1. Scrub off soap scum from walls
Special Directives		
NO WAX OR FINISH EVER ON RESTROOM FLOORS!		

KITCHEN AND CAFETERIA

<u>Kitchen and Cafeteria</u>		
<u>Daily</u>	<u>Weekly</u>	<u>Monthly</u>
1. Dispose of garbage and trash 2. Scrub floor as needed 3. Set shades and/or drapes 4. Secure windows 5. Sweep and wet mop kitchen floors with germicidal or disinfectant solution	1. Wash woodwork and trim 2. Wash mats 5. Wash garbage cans	1. Clean windows and sills 2. Wash doors and frames
<u>Quarterly</u>	<u>Annually (Summer)</u>	<u>As Requested</u>
1. Clean Shades and/or Drapes 2. Scrub Floors 3. Wash dado and wainscot	1. Wash Lights and Fixtures 2. Deep clean entire kitchen	
<u>Special Directives</u>		

LUNCHROOM & COMMUNITY ROOM

<u>Lunchroom Room</u>		
<u>Daily</u>	<u>Weekly</u>	<u>Monthly</u>
1. Dispose of garbage and trash 2. Wash eating surfaces 3. Wet mop floor 4. Clean counters 5. Vacuum	1. Spot clean walls	1. Clean waste cans
<u>Quarterly</u>	<u>Annually (Summer)</u>	<u>As Requested</u>
1. Clean windows 2. Clean baseboards	Thorough cleaning	
<u>Special Directives</u>		

MISCELLANEOUS – INTERIOR

<u>Miscellaneous – Interior</u>		
<u>Daily</u>	<u>Weekly</u>	<u>Monthly</u>
1. Unlock and lock building 2. Turn on lights as needed 3. Remove writing, marks, etc. 4. Clean service sinks 5. Clean door mats 6. Wash out mops 7. Wet mop 8. Turn out lights, except security 9. Take trash out	1. Vacuum offices 2. Brush out dry mops	1. Polish bright metal 2. Clean office surfaces
<u>Quarterly</u>	<u>Annually (Summer)</u>	<u>As Requested</u>
1. Dust blinds	1. Deep clean these spaces	1. Clean custodial room floors and sink
<u>Special Directives</u>		

MISCELLANEOUS - EXTERIOR

- A. Place all trash bags in dumpster. Do not let trash bags sit outside.

AFTER SCHOOL ACTIVITIES

1. Contractor is responsible for security of building.
2. Contractor is responsible for putting away chairs, tables and restoring furniture to proper order.
3. Calendar will be provided by school of after school activities, their room location and time.
4. Employees cannot take children on the premises.
5. No Smoking on the premises.

SEMI ANNUAL AND ANNUAL CLEANING

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

1. Composition floors should be cleaned and refinished semi-annually, refinishing traffic areas monthly.
2. Carpet - Shampoo all carpet annually. Clean corridors, lounge and offices quarterly.
3. Windows - Wash all windows inside and outside annually.
4. Deep clean restroom walls and all baseboards in the facility.

ADDITIONAL HOLIDAY AND SCHOOL BREAK CLEANING

1. Clean out air vents
2. Wash walls
3. Partition glass in classrooms
4. Thorough dusting
5. Detail vacuuming
6. Clean and polish office furniture
7. Clean all table tops and counters
8. Wash restroom walls
9. Vacuum and spot clean upholstered office furniture

SUMMER CLEANING

1. Clean all light fixtures, inside and outside, including fluorescent tubes
2. Clean all air vents
3. Wash all furniture including desks, tables, file cabinets, storage cabinets, chairs, bookcases, tables, office furniture, glass top furniture, lunch room tables, etc.
4. Clean all blinds
5. Wash all trash cans
6. Wash all walls
7. Scrub and refinish all tile floors including the kitchen
8. Shampoo all carpets, and remove furniture to wash carpet under
9. Wash all windows- inside and out
10. Scrub restroom walls and floor
11. Scrub baseboards
12. Clean all partitions in rest rooms, all fixtures and mirrors

GENERAL CONDITIONS PROCEDURES AND MATERIAL STANDARDS

Floor Reach Dusting

- A. Cloths: For removing finger marks from desk tops and other surfaces, use a damp untreated cloth. Use dry for occasional dusting on other furniture.
- B. Procedure:
 - 1) Top (horizontal) dusting consists of removing dust from the tops of desks, tables, Phone Center display areas, filing cabinets, radiators, etc.
 - 2) Complete (high) dusting consists of removing dust of over-all or thorough dusting of furniture, building equipment, and all floor reach surfaces.
- C. Precautions:
 - 1) Never shake out dust cloths in room areas. Dusting cloths should be placed in a pail for disposal.
 - 2) Any defective, broken or loose objects, or hazardous conditions observed while dusting should be reported immediately to the representative.

Floor Sweeping and Carpet Maintenance

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

Sweep/vacuum (as applicable) lobbies, public offices, etc. as often as needed to maintain a consistently clean appearance.

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

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

Floor Mopping and Scrubbing

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

- F. Maintenance and routine care procedures for applying and maintaining resilient floor finishes shall be outlined by the Contractor and submitted to the Facilities Supervisor for approval.

Floor Waxing

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

Hard Floors

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

Concrete Floors

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

CONFIDENTIAL INFORMATION-COUNTY RECORDS:

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

Both parties acknowledge that information obtained and exchanged about clients in the performance of this request services is confidential. Both parties will protect all confidential information pursuant to the requirements of state and federal law. Both parties acknowledge that release of this information is subject to the requirements of federal and state law.

Contractor, its employees and contracted employees shall keep all County records and information confidential at all times and comply with all laws and regulations concerning confidentiality of information. Any request or demand by a third party for County records and information in the possession of Contractor shall be immediately forwarded to County's Finance Department/Purchasing Division Manager.

NOTIFICATION

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

USE, SECURITY, AND RETENTION:

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

DISCLOSURE-LIABILITY

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

STANDARD AND MANNER OF PERFORMANCE

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

PRICING FORM

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

SUPPLEMENTAL FEDERAL PROVISIONS - Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282)(FFATA):

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

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

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

Grants;

1.1.1. Contracts;

1.1.2. Cooperative agreements, which does not include cooperative research and development agreements (CRDA) pursuant to the Federal Technology Transfer Act of 1986, as amended (15 U.S.C. 3710);

1.1.3. Loans;

1.1.4. Loan Guarantees;

1.1.5. Subsidies;

1.1.6. Insurance;

1.1.7. Food commodities;

1.1.8. Direct appropriations;

1.1.9. Assessed and voluntary contributions; and

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

Award does not include:

1.1.11. Technical assistance, which provides services in lieu of money;

1.1.12. A transfer of title to Federally-owned property provided in lieu of money; even if the award is called a grant;

1.1.13. Any award classified for security purposes; or

1.1.14. Any award funded in whole or in part with Recovery funds, as defined in section 1512 of the American Recovery and Reinvestment Act (ARRA) of 2009 (Public Law 111-5).

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

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

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

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

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

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

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

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

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

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

1.11. Subrecipient means a non-Federal Entity (or a Federal agency under an Award or Subaward to a non-Federal Entity) receiving Federal funds through a Prime Recipient to support the performance of the Federal project or program for which the Federal funds were awarded. A Subrecipient is subject to the terms and conditions of the Federal Award to the Prime Recipient, including program compliance requirements. The term "Subrecipient" includes and may be referred to as Subgrantee.

1.12. "Subrecipient Parent DUNS Number" means the subrecipient parent organization's 9-digit Data Universal Numbering System (DUNS) number that appears in the subrecipient's System for Award Management (SAM) profile, if applicable.

1.13. "Supplemental Provisions" means these Supplemental Provisions for Federally Funded Contracts, Grants, and Purchase Orders subject to the Federal Funding Accountability and Transparency Act 2006, As Amended, as may be revised pursuant to ongoing guidance from the

relevant Federal or State of Colorado agency or institution of higher education.

1.14. "System for Award Management (SAM)" means the Federal repository into which an Entity must enter the information required under the Transparency Act, which may be found at <http://www.sam.gov>.

1.15. "Total Compensation" means the cash and noncash dollar value earned by an Executive during the Prime Recipient's or Subrecipient's preceding fiscal year and includes the following:

1.15.1. Salary and bonus;

1.15.2. Awards of stock, stock options, and stock appreciation rights, using the dollar recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2005) (FAS 123R), Shared Based Payments;

1.15.3. Earnings for services under non-equity incentive plans, not including group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of Executives and are available generally to all salaried employees;

1.15.4. Change in present value of defined benefit and actuarial pension plans;

1.15.5. Above-market earnings on deferred compensation which is not tax-qualified;

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

1.17. "Vendor" means a dealer, distributor, merchant or other seller providing property or services required for a project or program funded by an Award. A Vendor is not a Prime Recipient or a Subrecipient and is not subject to the terms and conditions of the Federal award. Program compliance requirements do not pass through to a Vendor.

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

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

3.1. SAM. Contractor shall maintain the currency of its information in SAM until the Contractor submits the final financial report required under the Award or receives final payment, whichever is later. Contractor shall review and update SAM information at least annually after the initial

registration, and more frequently if required by changes in its information.

- 3.2. DUNS** – Contractor shall provide its DUNS number to its Prime Recipient, and shall update Contractor's information in Dun & Bradstreet, Inc. at least annually after the initial registration, and more frequently if required by changes in Contractor's information.

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

4.1. The total Federal funding authorized to date under this award is \$25,000 or more; and

4.2. In the preceding fiscal year, Contractor received:

4.2.1. 80% or more of its annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and

4.2.2. \$25,000,000 or more in annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and

4.3. The public does not have access to information about the compensation of the Executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d) or section 6104 of the Internal Revenue Code of 1986.

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

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

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

7.1 To SAM. A Subrecipient shall register in SAM and report the following data elements in SAM **for each** Federal Award Identification Number no later than the end of the month following the month in which the Subaward was made:

- 7.1.1 Subrecipient DUNS Number;
- 7.1.2 Subrecipient DUNS Number + 4 if more than one electronic funds transfer (EFT) Account;
- 7.1.3 Subrecipient Parent DUNS Number;
- 7.1.4 Subrecipient's address, including: Street Address, City, State, Country, Zip + 4, and Congressional District;
- 7.1.5 Subrecipient top 5 highly compensated Executives if the criteria in §4 above are met; and
- 7.1.6 Subrecipient Total Compensation of top 5 highly compensated Executives if criteria in §4 met.

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

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

8. Exemptions.

8.1 These Supplemental Provisions do not apply to an individual who receives an Award as a natural person, unrelated to any business or non-profit organization he or she may own or operate in his or her name.

8.2 A Contractor with gross income from all sources of less than \$300,000 in the previous tax year is exempt from the requirements to report Subawards and the Total Compensation of its most highly compensated Executives.

8.3 Effective October 1, 2010, "Award" currently means a grant, cooperative agreement, or other arrangement as defined in Section 1.1 of these Special Provisions. On future dates "Award" may include other items to be specified by OMB in policy memoranda available at the OMB Web site; Award also will include other types of Awards subject to the Transparency Act.

8.4 There are no Transparency Act reporting requirements for Vendors.

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