

**ADAMS COUNTY  
PROFESSIONAL SERVICE AGREEMENT  
For**

**Flooring Removal, Replacement & Installation Project – Detention Center**

THIS AGREEMENT ("Agreement") is made this 1 day of October 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 Whitestone Construction Services, Inc., located at 1930 Central Ave, Unit -C, Boulder, CO 80303 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 IFB 2018.631 and the Contractor's response to the IFB 2018.631 dated 8/16/2018 attached hereto as Exhibit A, and incorporated herein by reference. Should there be any discrepancy between Exhibit A and this Agreement the terms and conditions of this Agreement shall prevail.
- 1.2. Emergency Services: In the event the Adams County Board of County Commissioners declares an emergency, the County may request additional services (of the type described in this Agreement or otherwise within the expertise of the Contractor) to be performed by the Contractor. If the County requests such additional services, the Contractor shall provide such services in a timely fashion given the nature of the emergency, pursuant to the terms of this Agreement. Unless otherwise agreed to in writing by the parties, the Contractor shall bill for such services at the rates provided for in this Agreement.

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

**3. TERM:**

- 3.1. Term of Agreement: The Term of this Agreement shall be for one-year through and to include December 31, 2019.
- 3.2. Renewal Option: The County, at its sole option, may offer to renew this Agreement as necessary for up to one (1) year renewals providing satisfactory service is given and all terms and conditions of this Agreement have been fulfilled. Such renewals 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, the sum of: Ninety-nine Thousand Eight Hundred Sixty Dollars (\$99,860.00).

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

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

6. **NONDISCRIMINATION:**

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

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

7. **INDEMNIFICATION:** The Contractor agrees to indemnify and hold harmless the County, its officers, agents, and employees for, from, and against any and all claims, suits, expenses, damages, or other liabilities, including reasonable attorney fees and court costs, arising out of damage or injury to persons, entities, or property, caused or sustained by any person(s) as a result of the Contractor's performance or failure to perform pursuant to the terms of this Agreement or as a result of any subcontractors' performance or failure to perform pursuant to the terms of this Agreement.
8. **INSURANCE:** The Contractor agrees to maintain insurance of the following types and amounts:
- 8.1. **Commercial General Liability Insurance:** to include products liability, completed operations, contractual, broad form property damage and personal injury.
- 8.1.1. Each Occurrence: \$1,000,000
- 8.1.2. General Aggregate: \$2,000,000
- 8.2. **Comprehensive Automobile Liability Insurance:** to include all motor vehicles owned, hired, leased, or borrowed.
- 8.2.1. Bodily Injury/Property Damage: \$1,000,000 (each accident)
- 8.2.2. Personal Injury Protection: Per Colorado Statutes
- 8.3. **Workers' Compensation Insurance:** Per Colorado Statutes
- 8.4. **Professional Liability Insurance:** to include coverage for damages or claims for damages arising out of the rendering, or failure to render, any professional services, as applicable.
- 8.4.1. Each Occurrence: \$1,000,000
- 8.4.2. This insurance requirement applies only to the Contractors who are performing services under this Agreement as professionals licensed under the laws of the State of Colorado, such as physicians, lawyers, engineers, nurses, mental health providers, and any other licensed professionals.
- 8.5. **Adams County as "Additional Insured":** The Contractor's commercial general liability, and comprehensive automobile liability, insurance policies and/or certificates of insurance shall be issued to include Adams County as an "additional insured" and shall include the following provisions:
- 8.5.1. Underwriters shall have no right of recovery or subrogation against the County, it being the intent of the parties that the insurance policies so affected shall protect both parties and be primary coverage for any and all losses resulting from the actions or negligence of the Contractor.

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

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

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

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

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

## **9. DAMAGES ARISING FROM BREACH OF PERFORMANCE OBLIGATIONS**

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

## **10. WARRANTY:**

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



## **11. TERMINATION:**

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

## **12. MUTUAL UNDERSTANDINGS:**

- 12.1. Jurisdiction and Venue: The laws of the State of Colorado shall govern as to the interpretation, validity, and effect of this Agreement. The parties agree that jurisdiction and venue for any disputes arising under this Agreement shall be with Adams County, Colorado.
- 12.2. Compliance with Laws: During the performance of this Agreement, the Contractor agrees to strictly adhere to all applicable federal, state, and local laws, rules and regulations, including all licensing and permit requirements. The parties hereto aver that they are familiar with § 18-8-301, et seq., C.R.S. (Bribery and Corrupt Influences), as amended, and § 18-8-401, et seq., C.R.S. (Abuse of Public Office), as amended, , the Clean Air Act (42 U.S.C. 7401-7671q), and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended, and that no violation of such provisions are present. The Contractor warrants that it is in compliance with the residency requirements in §§ 8-17.5-101, et seq., C.R.S. Without limiting the generality of the foregoing, the Contractor expressly agrees to comply with the privacy and security requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- 12.3. OSHA: The Contractor shall comply with the requirements of the Occupational Safety and Health Act (OSHA) and shall review and comply with the County's safety regulations while on any County property. Failure to comply with any applicable federal, state or local law, rule, or regulation shall give the County the right to terminate this agreement for cause.
- 12.4. Record Retention: The Contractor shall maintain records and documentation of the services provided under this Agreement, including fiscal records, and shall retain the records for a period of three (3) years from the date this Agreement is terminated. Said records and documents shall be subject at all reasonable

times to inspection, review, or audit by authorized Federal, State, or County personnel.

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

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

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

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

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

2) Immediately upon hand delivery; or

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

Department: Facilities and Fleet Management Department  
Contact: Mike VanGorder, Supervisor  
Address: 150 N. 19<sup>th</sup> Avenue  
City, State, Zip: Brighton, Colorado 80601  
Phone: 720.523.3335  
E-mail: [mvangorder@adcogov.org](mailto:mvangorder@adcogov.org)

Department: Adams County Purchasing  
Contact: Shannon E. Sprague, CPPB  
Address: 4430 South Adams County Parkway  
City, State, Zip: Brighton, Colorado 80601  
Phone: 720.523.6052  
E-mail: [ssprague@adcogov.org](mailto:ssprague@adcogov.org)

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

Contractor: Whitestone Construction Services, Inc.  
Contact: Alison Timpe  
Address: 1930 Central Ave, Unit C.  
City, State, Zip: Boulder, CO 80303  
Phone: 303.661.0613  
E-mail: alisont@whitestone-construction.com

- 12.9. Integration of Understanding: This Agreement contains the entire understanding of the parties hereto and neither it, nor the rights and obligations hereunder, may be changed, modified, or waived except by an instrument in writing that is signed by the parties hereto.
- 12.10. Severability: If any provision of this Agreement is determined to be unenforceable or invalid for any reason, the remainder of this Agreement shall remain in effect, unless otherwise terminated in accordance with the terms contained herein.
- 12.11. Authorization: Each party represents and warrants that it has the power and ability to enter into this Agreement, to grant the rights granted herein, and to perform the duties and obligations herein described.
- 12.12. Confidentiality: All documentation related to this Agreement will become the property of Adams County. All documentation maintained or kept by Adams County shall be subject to the Colorado Open Records Act, C.R.S. 24-72-201 *et seq.* ("CORA"). The County does not guarantee the confidentiality of any records.

### **13. AMENDMENTS, CHANGE ORDERS OR EXTENSIONS:**

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

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

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


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

- 14.2. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.
- 14.3. The Contractor shall not enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.
- 14.4. At the time of signing this public contract for services, the Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this public contract for services through participation in either the E-Verify Program or the Department Program.
- 14.5. The Contractor shall not use either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this public contract for services is being performed.
- 14.6. If the Contractor obtains actual knowledge that a subcontractor performing work under this public contract for services knowingly employs or contracts with an illegal alien, the Contractor shall: notify the subcontractor and the County within three (3) days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to the previous paragraph, the subcontractor does not stop employing or contracting with the illegal alien; except that the Contractor shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.
- 14.7. Contractor shall comply with any reasonable requests by the Department of Labor and Employment (the Department) made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. § 8-17.5-102(5).
- 14.8. If Contractor violates this Section, of this Agreement, the County may terminate this Agreement for breach of contract. If the Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the County.

REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY

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

COUNTY MANAGER

  
CHAIR RAYMOND H. GONZALES

1 OCT 2018  
Date

Whitestone Construction Services, Inc.

Alison S. Timpe  
Signature

Sept 27 2018  
Date

Alison S. Timpe  
Printed Name


Project Management  
Title

Attest:

Stan Martin, Clerk and Recorder

  
Deputy Clerk

Approved as to Form:

  
Adams County Attorney's Office

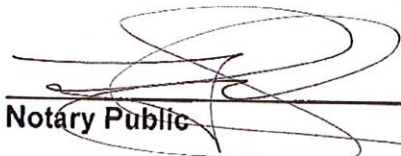
NOTARIZATION OF CONTRACTOR'S SIGNATURE:

COUNTY OF Boulder

STATE OF COLORADO )SS.

Signed and sworn to before me this 27 day of SEPTEMBER, 2018,

by ALISON TIMPE

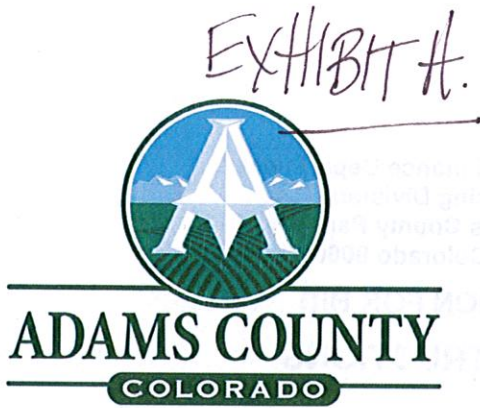
  
Notary Public

JEREMY MARTIN  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID# 20144042641  
MY COMMISSION EXPIRES NOV. 04, 2018

My commission expires on: 11/4/18



1. The first part of the document is a list of the names of the persons who have been appointed to the various offices of the city of New York.



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

INVITATION FOR BID (IFB)  
COVER SHEET

---

IFB Issue Date: July 27, 2018

IFB Number: IFB- SS-2018.631

IFB Title: **Flooring Removal, Replacement & Installation Project  
– Detention Center**

Pre-Bid Meeting: **August 7, 2018 at 2:30 P.M. MT**  
**(All potential subcontractors are encouraged to attend.)**  
Detention Center  
150 N. 19<sup>th</sup> Avenue, Brighton, CO 80601

IFB Questions Due: August 9, 2018 by 12:00 P.M., MT

Bid Due Date: August 16, 2018, 2:00 P.M.MT, Our Clock

Bid will be received at: 4430 South Adams County Parkway, Front Lobby  
Brighton, CO 80601

Goods or services to be delivered to or performed at: Adams County Detention Center

For additional information please contact:

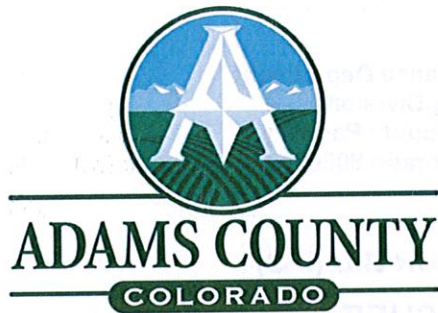
Shannon E. Sprague, CPPB  
Contract Specialist  
720-523-6052

Email Address: SSPRAGUE@ADCOGOV.ORG

Documents included in this package:

Bid Instructions  
General Terms and Conditions  
Specifications/ Scope of Work  
Pricing Form  
Submission Check List  
Statement of No Bid  
Contractor's Certificate of Compliance  
Contractor's Statement  
Reference Form  
Appendix A – Sample Agreement

---



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

**INVITATION FOR BID  
BID INSTRUCTIONS**

1. **PURPOSE/BACKGROUND:** The purpose of this IFB is to purchase Goods and/or Services for **Flooring Removal Replacement & Installation Project - Detention Center** as specified herein from a contractor that will give prompt and efficient service to the County.
2. **SUBMISSION OF BIDS:** The bid must be received before the due date and time as specified in this solicitation. The Contractor is responsible for addressing the envelope as indicated below. If the submittal arrives late, it may be returned unopened. Address the envelope as follows:

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

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

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

ATTN: Shannon E. Sprague, CPPB, Contract Specialist  
IFB-SS-2018-631 / Flooring Removal, Replacement & Installation Project - Detention Center

3. The Adams County Board of County Commissioners by and through its Purchasing Division of the Finance Department is accepting bids for **Flooring Removal, Replacement & Installation Project – Detention Center**.
4. All documents related to this IFB 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. **BONDING/SURETY REQUIREMENTS:**
  - 5.1. A 5% Bid Bond is required for Construction Projects over \$50,000 at the time of bid submittal.
  - 5.2. Performance and Payment Bonds, each in the amount of 100% of the contract value, will be required at time of contract execution, or as otherwise defined in the Specifications/Scope of Work.



5.3. Surety companies executing bonds must appear on the U.S. Treasury Department's most current list (Circular 570) as amended, and be authorized to transact business in the State of Colorado.

5.4. A 5% Retainage Fee will be held for Construction contracts over \$150,000.

5.5. Liquidated Damages **will not** apply.

5.6. Bonds may be submitted on the Standard AIA form.

6. TERM OF AGREEMENT: This is a one (1) year agreement with the option of one (1) year renewals for similar installation projects through and to include 12/31/2019. 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.

## **7. CONTRACTUAL OBLIGATIONS**

7.1. 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.

7.2. Issuance of this solicitation does not commit the County to award any Agreement or to procure or Agreement for any equipment, materials or services.

7.3. 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.

7.4. 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.

7.5. 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.

7.6. 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.

7.7. 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.



## 8. PRE-BID CONFERENCE AND WALK-THROUGH IS:

8.1. A pre-bid conference will be held on Tuesday, August 7th at 2:30 P.M. MT the Adams County Detention Center, 150 N. 19<sup>th</sup> Avenue, Brighton, CO, 80601, to discuss the Specifications and Work Scope. **A representative of the Contractor must attend this mandatory conference in order to qualify to respond to this Agreement.**

8.2. Contractor shall take all necessary precautions with going through secure facility, i.e. tools, camera, etc.

9. **METHOD OF AWARD** - It is the intent of the County to award an Agreement to the Contractor who provides lowest responsive and responsible bid.

9.1. Questions which arise during the Bid preparation period regarding issues around this Solicitation, purchasing and/or award should be directed, via e-mail, to on or before the questions due date as noted above:

**Name:** Shannon E. Sprague, CPPB, Contract Specialist II,  
Purchasing Division, Adams County

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

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

10. Any official interpretation of this IFB 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.

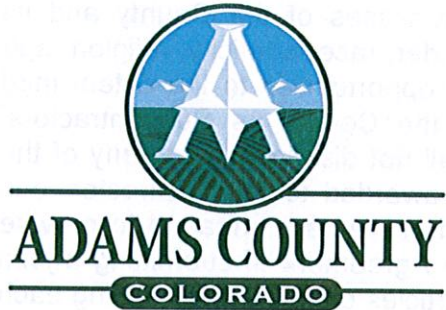
11. **COOPERATIVE PURCHASING:** Adams County encourages cooperative purchasing in an effort to assist other agencies to reduce their cost of bidding and to make better use of taxpayer dollars through volume purchasing. Contractor(s) may, at their discretion, agree to extend the prices and/or terms of 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.

12. 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.

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

14. **DEBARMENT:** By submitting this bid, the Contractor warrants and certifies they are eligible to submit a bid because their company and/or subcontractor(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 S Adams County Parkway  
Brighton, Colorado 80601

## INVITATION FOR BID GENERAL TERMS AND CONDITIONS

**15. APPLICABILITY:** These General Terms and Conditions apply, but are not limited, to all bids, proposals, qualifications and quotations (hereinafter referred to as "Bid" 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").

### **16. CONTENTS OF BIDS**

**16.1. GENERAL CONDITIONS:** Contractors are required to submit their Bids in accordance with the following expressed conditions:

16.1.1. 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.

16.1.2. 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.

16.1.3. Federally funded projects (in whole or in part) shall be handled within the laws, rules, and regulations as promulgated by the United States Government, which includes Public Law <http://uscode.house.gov>; Code of Federal Regulations (CFR) codification of the general and permanent rules and regulations <https://www.ecfr.gov>, but is not limited to: Title 2: Grants and Agreements: Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards Subpart F Appendix II and Uniform Grant Guidance as amended.

16.1.4. Contractors are required to state exactly what they intend to furnish to the County in their Bid 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 Bid, it shall be construed that the Contractor's Bid fully complies with all conditions identified in this Solicitation.



17. 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 bid, or a bid involving a partnership arrangement, articles of partnership stating each partner's responsibilities shall be furnished and submitted with the Bid Response.

18. 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. The County does not guarantee the confidentiality of any records.

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. Information that is reasonably considered proprietary should be clearly marked as confidential.

#### 19. CLARIFICATION AND MODIFICATIONS IN TERMS AND CONDITIONS

19.1. 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.

19.1.1. If any Contractor contemplating submitting a Bid under this Solicitation is in doubt as to the true meaning of the Specifications 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.

19.1.2. The County shall issue a written addendum if substantial changes which impact the technical submission of Bids 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.

19.1.3. **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.**

**19.2. PRICES CONTAINED IN SUBMITTAL – DISCOUNTS, TAXES**

- 19.2.1. Contractor agrees to hold submitted prices up to 120 days after bid due date.
- 19.2.2. Contractors may offer a cash discount for prompt payment. Discounts will be considered in determining the lowest net cost for the evaluation of Bids; 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.
- 19.2.3. 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.
  - 19.2.3.1. Federal Identification Number: 84-6000732
  - 19.2.3.2. State of Colorado Tax Exempt Number: 98-03569

**20. SIGNING BID**

- 20.1. Contractor, by affixing its signature to this Solicitation, certifies that its Bid is made without previous understanding, agreement, or connection either with any persons, firms or corporations making a Bid for the same items, or with the County. The Contractor also certifies that its Bid 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.

**21. PREPARATION AND SUBMISSION OF BID**

**21.1. PREPARATION**

- 21.1.1. The Bid 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.
- 21.1.2. Bids must contain a manual signature of an authorized agent of the Contractor in the space provided on the Contractor's Statement page. The Contractor's Statement page of this Solicitation must be included in Bid response. If the Contractor's authorized agent fails to sign and return the Contractor's Statement of the Solicitation, its Bid may be invalid and may not be considered.
- 21.1.3. 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.

21.1.4. Bids shall be provided by the Contractor with **unit prices** on the Pricing Form (See Attachment C. – 2018.631 Flooring Removal Project Pricing Sheet). Prices that are not in accordance with the measurements and descriptions requested may be considered non-responsive. Where there is a discrepancy between the unit price and the extension of prices, the unit price shall prevail.

21.1.5. Alternate Bids will not be considered unless expressly permitted in the Specifications/Scope of Work.

21.1.6. The accuracy of the Bid is the sole responsibility of the Contractor. No changes in the Bid shall be allowed after the date and time that submission of the Bid is due.

## 21.2. SUBMISSION

21.2.1. The Bid 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 Bid response. 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 Bids received by the Purchasing Division of the Finance Department will be accepted; Bids submitted telephone, email, or facsimile machines are not acceptable.

21.2.2. Each Bid 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 Bid non-responsive.

21.2.3. Failure to provide any requested information may result in the rejection of the Bid as non-responsive.

21.2.4. Bid 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. Bids must be furnished exclusive of taxes.

21.2.5. Contractor is responsible for ensuring their Bid is received by the Purchasing Division prior to the deadline outlined in the solicitation regardless of the method of delivery.

21.2.6. Contractors, which qualify their Bid 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 Bid 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.

## 22. LATE BIDS

- 22.1. Bids received after the date and time set for the opening shall be considered non-responsive and may be returned unopened to the Contractor.
- 22.2. The County assumes no responsibility for late deliveries of mail on behalf of the United States Post Office or any other delivery system.
- 22.3. The County assumes no responsibility for a Bid being either opened early or improperly routed if the envelope is not clearly marked on the outside: **IFB-SS-2018.631 / Flooring Removal Replacement & Installation Project – Detention Center.**
- 22.4. 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 Bid opening time and date. No Bid will be considered above all other Bids by having met the Bid opening time and date requirements to the exclusion of those who were unable to present their Bid due to a situation severe enough to cause the Board of County Commissioners to close the County offices.

## **23. MODIFICATIONS/WITHDRAWAL OF BIDS**

- 23.1. MODIFICATIONS TO BIDS. Bids 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.

### **23.2. WITHDRAWAL OF BIDS**

- 23.2.1. Bids 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 Bids. Any withdrawal of a Bid 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.

- 23.2.2. Bids may not be withdrawn after the time and date set for the opening for a period of ninety calendar days. If a Bid is withdrawn by the Contractor during this ninety-day period, the County may, at its option, suspend the Contractor and may not accept any Bid from the Contractor for a six-month period following the withdrawal.

## **24. REJECTION OF BIDS**

- 24.1. REJECTION OF BIDS. The County may, at its sole and absolute discretion:

- 24.1.1. Reject any and all, or parts of any or all, Bids submitted by prospective Contractors;



24.1.2. Re-advertise this Solicitation;

24.1.3. Postpone or cancel the process;

24.1.4. Waive any irregularities in the Bids received in conjunction with this Solicitation; and/or

24.2. REJECTION OF A PARTICULAR BID. In addition to any reason identified above, the County may reject a Bid under any of the following conditions:

24.2.1. The Contractor misstates or conceals any material fact in its Bid Response;

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

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

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

24.2.5. The Bid has not been executed by the Contractor through an authorized signature on the Contractor's Statement.

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

## **25. ELIMINATION FROM CONSIDERATION**

25.1. A Bid 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.

25.2. A Bid 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.

25.3. Any communications in regards to this Solicitation must go through the Adams County Purchasing Division only. Any contact with other County personnel or County Contractors may be cause for disqualification.

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

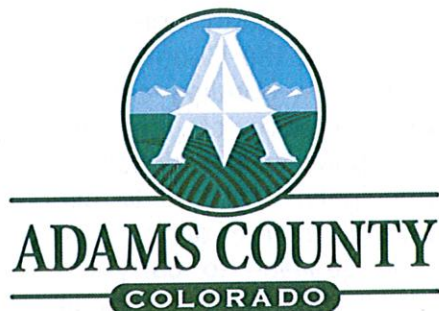
25.5. The Board of County Commissioners may rescind the award of any Bid within one week thereof or at its next regularly scheduled meeting; whichever is later, when the public interest will be served thereby.

26. 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 Bid 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 Bids will not be accepted.

27. AWARD OF SOLICITATION. The County may 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.

REMAINDER OF PAGE LEFT BLANK INTENTIONALLY





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

**INVITATION FOR BID #2018.631**  
**SPECIFICATIONS/SCOPE OF WORK**

---

**A. SPECIFICATIONS/SCOPE OF WORK**

Adams County (County) is seeking proposals from qualified contracting firms to provide new flooring that includes removal of existing and replacement of new, where deemed necessary, with polished / sealed concrete, carpet, VCT, which includes installation services located at the Detention Center Building, 150 North 19<sup>th</sup> Avenue, Brighton, CO 80601.

1. **PURPOSE: TO ESTABLISH A CONTRACTOR FOR POLISHED/SEALED WELDED SEAM, CARPET, AND VCT FLOORING REMOVAL, NEW REPLACEMENT, AND INSTALLATION SERVICES AT THE ADAMS COUNTY DETENTION FACILITY "COUNTY".**

- 1.1. The selected Contractor shall provide flooring removal, replacement, and installation services as specified herein.
- 1.2. All work must be completed before December 31, 2018. Due to the nature of the facility and Departments conducting business within it Adams County Facility Operations estimates that all areas listed for work shall be completed within a (4-6 month) time frame.

2. **BID PACKAGE – SCOPE OF WORK ATTACHMENTS:**

- 2.1. 2018.631 - ATTACHMENT A. – SCOPE OF WORK DOCUMENTS
- 2.2. 2018.631 - ATTACHMENT B. – COUNTY HOLIDAY CLOSURE SCHEDULE
- 2.3. 2018.631 - ATTACHMENT C. – BID PRICING SHEET
- 2.4. 2018.631 - ATTACHMENT E. – SAFETY CONTRACTOR RULES 05-06
  - 2.4.1.1.1. DETENTION CENTER BACKGROUND FORM
- 2.5. 2018.631 - EXHIBIT A. – SAMPLE AGREEMENT

3. **WORK LOCATION: Located at 150 North 19<sup>th</sup> Avenue Brighton, CO 80601.**

4. **TERM OF AGREEMENT:**

This procurement term shall be a one (1) year agreement for project work with the option of one (1) annual project specific renewals at the County's sole discretion may include the following, but is not limited to; project review, design, materials, and installation fee rates.

- 4.1. Initial work to be performed currently includes the exact location for welded seam flooring, VCT, carpet, polished concrete flooring removal, replacement, and installation services for the County; however, it is understood and agreed that the County may, at its sole discretion during the term of the contract, request additional flooring removal, replacement, and installation services from the selected Contractor. No guarantee of additional services throughout the term of agreement as all work deemed necessary shall be per fund appropriation.

5. **Material / Product Specifications:** – All materials, products, workmanship, installation and construction services shall be adhered to and as specified in **2018.631 Attachment A. Scope of Work Specification Documents – Flooring Removal Project** attached herein.

- 5.1. Product\*: Concrete Sealer shall be Endurable Products, 800-910-3120, **\*No Substitute or Alternated shall be accepted.**
- 5.2. Bid Package A. shall include all specifications for work to be completed on or before December 31, 2018.
- 5.3. Bid Package B. shall include all specifications for additional work items that shall be completed at the County's sole discretion.

Project Work is to comply with Adams County Construction Standards and all current building codes.

END SCOPE OF WORK FOR BID PACKAGE\_2018.631\_Flooring Removal, Replacement And Installation Project

## RESPONSE FORMAT

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

SUBMISSION OF BIDS: **Two (2) hardcopies (to include one (1) ORIGINAL and one (1) Copy), and one (1) electronic (USB or CD 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. Failure to submit the required number of copies may deem the Contractor non-responsive.

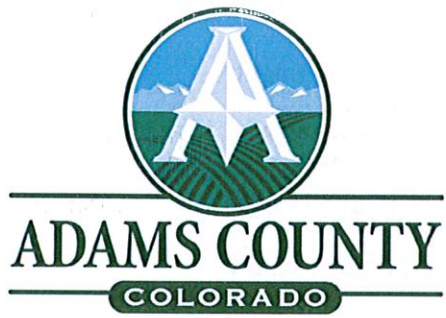
**Electronic copy shall be an EXACT reproduction of the original documents provided. All sections shall be combined into a single PDF electronic document.**

**Any and all provide Excel documents shall be completed and provided in the electronic bid submittal.**

**\*\*Attachment C. - 2018.631 / Flooring Removal Project Pricing Sheet shall be provided in the electronic format of Excel included in the USB or CD.**

REMAINDER OF PAGE LEFT BLANK INTENTIONALLY





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

INVITATION FOR BID #2018.631  
PRICING FORM – Attachment C.

All pricing shall be as submitted in the Excel sheet attached herein as:

Attachment C. - 2018.631 / Flooring Removal Project Pricing Sheet

I. Additional Pricing Information Required:

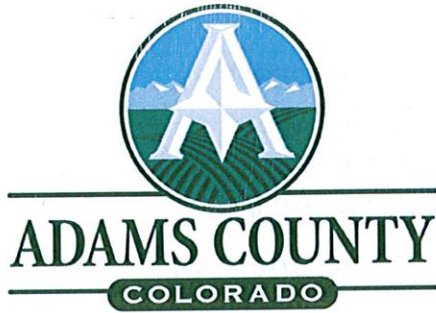
Time and Material / Professional Hourly Rates:

Position Title	Regular Rate/Overtime Rate	Total Estimated Hours

Additional Expenses: (GSA rates will apply) *List all*

Percentage of prompt payment discount, if offered \_\_\_\_\_ %

Total submittal price with discount \$ \_\_\_\_\_

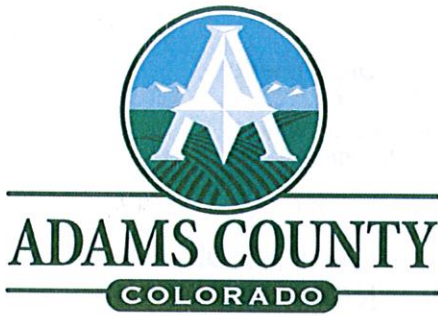


Adams County Finance Department  
Purchasing Division  
4430 S Adams County Parkway  
Brighton, Colorado 80601

**INVITATION FOR BID #2018.XXX**  
**SUBMISSION CHECK LIST**

**SUBMISSION:** It is imperative you address your submittal envelope as noted in the Bid Instructions.

Does your Bid comply with all the terms and conditions of this Solicitation?	YES	NO
Requirements met and response included?	YES	NO
<b>Certificate of Incorporation or other formal documentation</b> <b>Meeting the requirement of years in business</b>		
May any other governmental entity avail itself of this Agreement and purchase any and all items specified?	YES	NO
Have all Addendums been acknowledged, a duly authorized agent signature obtained, and enclosed on the Contractors Statement?	YES	NO
Original and the number of copies specified enclosed including electronic copy?	YES	NO
If applicable, have all necessary Bonds been included?	YES	NO
Contractor Certification of Compliance signed and enclosed?	YES	NO



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

**INVITATION FOR BID**  
**STATEMENT OF NO BID**  
**COMPLETION OF THIS FORM IS OPTIONAL**

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

Please send to: Adams County

Email to: SSPRAGUE@ADCOGOV.ORG

Attn: Shannon E. Sprague, CPPB

***IFB-SS-2018.631 / Flooring Removal, Replacement & Installation Project – Detention Center***  
4430 South Adams County Parkway  
Brighton, CO 80601

Specifications too "strict" (i.e. geared toward one brand or manufacturer only). Please explain.  
Use additional page, if needed.

Specifications are unclear. Please explain.

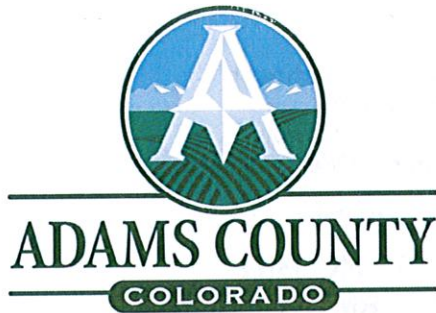
- ☐ We are unable to meet specifications.
- ☐ Insufficient time to respond to the solicitation.
- ☐ Our schedule would not permit us to perform within the required time.
- ☐ We are unable to meet insurance and/or bonding requirements.
- ☐ We do not offer/supply this product or service.

Further Remarks/Comments:

**PRINT OR TYPE YOUR INFORMATION**

Contractor Name		Fax
Address:	City/State	Zip Code
Contact Person	Title	Phone
Printed Name	Title	Date
Address	City/State	Zip Code
Email Address		





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

**INVITATION FOR BID  
CONTRACTOR'S CERTIFICATION  
OF COMPLIANCE**

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

---

Contractor Name

---

Printed or Typed Name

---

Signature

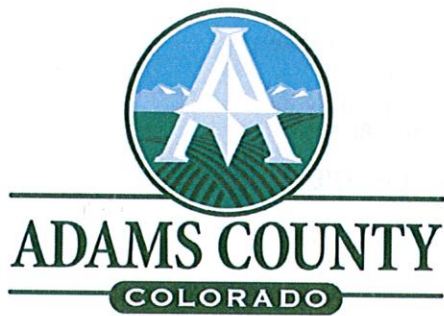
---

Title

---

Date

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



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

INVITATION FOR BID **#2018.631**  
**CONTRACTOR'S STATEMENT**

Pursuant to 2 C.F.R. Part 200 Subpart C 200.213, Contractor certifies that they are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency, and has read and fully understand all the conditions herein set forth in the foregoing paragraphs, and by my signature set forth hereunder, I hereby agree to comply with all said conditions as stated or implied. In consideration of the above statement, the following Bid is hereby submitted.

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

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

WE, THE UNDERSIGNED, HEREBY ACKNOWLEDGE RECEIPT OF

Addenda (list all): \_\_\_\_\_

Contractor Name \_\_\_\_\_ Date \_\_\_\_\_

Signature \_\_\_\_\_ Printed Name \_\_\_\_\_

Title \_\_\_\_\_

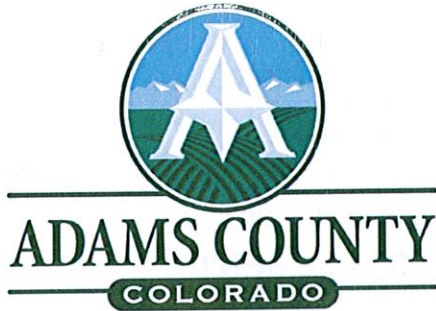
Address \_\_\_\_\_

City, State, Zip Code \_\_\_\_\_ County \_\_\_\_\_

Telephone \_\_\_\_\_ Fax \_\_\_\_\_

Email \_\_\_\_\_





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

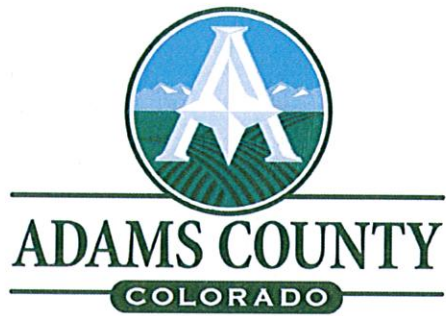
**INVITATION FOR BID  
REFERENCE FORM**

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

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

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

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



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

**INVITATION FOR BID**  
**APPENDIX A**  
**SAMPLE AGREEMENT**

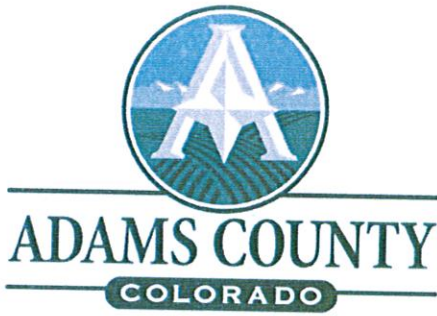
---

The Sample Agreement is included in this solicitation for informational and reference purposes only.

REMAINDER OF PAGE LEFT BLANK INTENTIONALLY







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

INVITATION FOR BID #2018.631  
PRICING FORM – Attachment C.

All pricing shall be as submitted in the Excel sheet attached herein as:

Attachment C. - 2018.631 / Flooring Removal Project Pricing Sheet

I. Additional Pricing Information Required:

Time and Material / Professional Hourly Rates:

Position Title	Regular Rate/Overtime Rate	Total Estimated Hours
Project Manager	\$70 per hr reg / \$105 per hr OT	
Field Super / Lead Installer	\$60 per hr reg / \$90 per hr OT	
Field Assistant	\$35 per hr reg / \$52.50 per hr OT	

Additional Expenses: (GSA rates will apply) *List all*

Percentage of prompt payment discount, if offered \_\_\_\_\_ 0 %

Total submittal price with discount \$ NA





**Attachment C - 2018.631 - Flooring Removal, Replacement & Installation Project - Detention Center Bid Pricing Sheet\*\***

Item No.	Item Description	Est. Qty	UOM	Unit Cost	Total Item Cost
<b>Project Bid Areas: Bid Package A:</b>					
1	Inmate Cells: 1-15	15	Area /Job	\$ 1,274.50	\$ 19,117.50
2	Medical Inmate Group Hold	1	Area /Job	\$ 6,066.60	\$ 6,066.60
3	All Corridors	1	Area /Job	\$ 17,324.90	\$ 17,324.90
4	Medical Exam Rooms: 1-4	4	Area /Job	\$ 829.00	\$ 3,316.00
5	Marble Door Thresholds	6	Area /Job	\$ 19.00	\$ 114.00
<b>Shipping / Installation / Labor Items</b>					
6	Shipping / Handling / Freight: FOB DESTINATION	1	Job	\$ 1,655.00	\$ 1,655.00
7	Project Installation: Removal / Replace Onsite Installation, Delivery (Onsite), Set-Up, Labor, Debris Removal	1	Job	\$ 15,470.00	\$ 15,470.00
<b>Total Project Amount - Items 1-7*</b>				\$	\$ 63,064.00
<b>Project Services &amp; Material Total Amount - Items 1-6*</b>				\$	\$ 63,064.00
<b>Project Bid Areas: Bid Package B:</b>					
1	Installation: Modular Carpet On Top Current VCT Tile Medical Offices	1	Area /Job	\$ 9,043.00	\$ 9,043.00
2	LVT Flooring: Installation On Top Current VCT Flooring - Medical Office Corridors & Exam Rooms	1	Area /Job	\$ 15,562.00	\$ 15,562.00
<b>Project Services &amp; Material Total Amount - Items 1-2*</b>				\$	\$ 24,605.00

<b>Material Bid Item</b>					
1	<b>Endurable Concrete Sealer Product Description:</b> Heavy duty, 100 percent ultraviolet stable, anti-graffiti, chemical resistant clear Sealer. Gloss Level: Gloss Abrasion resistance: 260 mg loss, H-18 1000 cycles, tested to ASTM D4060. Abrasion resistance 25 mg loss, CS-17 1000 cycles, tested to ASTM D4060. Modulus of elasticity: 175 to 300 KPSI, tested to ASTM D638. Tensile strength: 4400 to 7200 PSI, tested to ASTM D638. Tear strength, 150 to 300 pounds per linear inch, tested to ASTM D624. Artificial weathering: None tested to ASTM D4587. Pendulum hardness: tested to ASTM D4366. Water vapor transmission: 1.26 grains/hour/square foot, tested to ASTM E96/E96M. Volatile Organic Compound content: Maximum 47 grams per liter, tested to ASTM D3960 (Refer to the provided manufacturer specification data sheets).	1	Gallon	\$ 93.15	

<b>Project Completion After ARO* - Construction Contract</b>	<b>50</b>	<b>Calendar Days</b>
--	-----------	----------------------

\*Adams County anticipates project completion on or before December 31, 2018. All bidders are to provide the most accurate ARO work completion date.  
\*\*Additionally all submittals shall include an itemized time and materials pricing sheet for additional future work through and to included 12/31/2019.





# THE CINCINNATI INSURANCE COMPANY

## Bid Bond

**CONTRACTOR** (Name, legal status and address):

Whitestone Construction Services, Inc.  
1930 Central Ave., Unit C  
Boulder, CO 80301

**SURETY** (Name, legal status and principal place of business):

**THE CINCINNATI INSURANCE COMPANY**  
**6200 S. GILMORE ROAD**  
**FAIRFIELD, OHIO 45014-5141**

**OWNER** (Name, legal status and address):

Adams County Facilities Management  
4430 S Adams County Parkway  
Brighton, CO 80601

**BOND AMOUNT:**

5% of Final Bid

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

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

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

Detention Center Flooring Remodel  
150 North 19th Ave, Brighton, CO 80601

Project Number, if any:

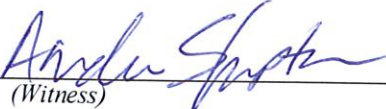
The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the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

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

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

Signed and sealed this 15th day of August 2018

(Witness)

  
(Witness)

Whitestone Construction Services, Inc.

(Principal)

(Seal)

(Title)

President - Justin Blais

**THE CINCINNATI INSURANCE COMPANY**

(Surety)

(Seal)

(Title)

Attorney-in-Fact - Matt Honea





THE CINCINNATI INSURANCE COMPANY

Fairfield, Ohio

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY, a corporation organized under the laws of the State of Ohio, and having its principal office in the City of Fairfield, Ohio, does hereby constitute and appoint

Michael D. Taggart; Douglas A. Bollman; Douglas P. Grande and/or Matt Honea

of Boulder, Colorado

and deliver on its behalf as Surety, and as its act and deed, any and all bonds, policies, undertakings, or other like instruments, as follows:

Any such obligations in the United States, up to  
Twenty Million and No/100 Dollars (\$20,000,000.00).

This appointment is made under and by authority of the following resolution passed by the Board of Directors of said Company at a meeting held in the principal office of the Company, a quorum being present and voting, on the 6<sup>th</sup> day of December, 1958, which resolution is still in effect:

"RESOLVED, that the President or any Vice President be hereby authorized, and empowered to appoint Attorneys-in-Fact of the Company to execute any and all bonds, policies, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-in-Fact to affix the corporate seal; and may with or without cause modify or revoke any such appointment or authority. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 7<sup>th</sup> day of December, 1973.

"RESOLVED, that the signature of the President or a Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary or Assistant Secretary and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power of certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company."

IN WITNESS WHEREOF, THE CINCINNATI INSURANCE COMPANY has caused these presents to be sealed with its corporate seal, duly attested by its Vice President this 1<sup>st</sup> day of October, 2015.



STATE OF OHIO ) ss:  
COUNTY OF BUTLER )

THE CINCINNATI INSURANCE COMPANY

*Stephen A. Janta*  
Vice President

On this 1<sup>st</sup> day of October, 2015, before me came the above-named Vice President of THE CINCINNATI INSURANCE COMPANY, to me personally known to be the officer described herein, and acknowledged that the seal affixed to the preceding instrument is the corporate seal of said Company and the corporate seal and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporation.



*Mark J. Huller*  
MARK J. HULLER, Attorney at Law  
NOTARY PUBLIC - STATE OF OHIO  
My commission has no expiration date. Section 147.03 O.R.C.

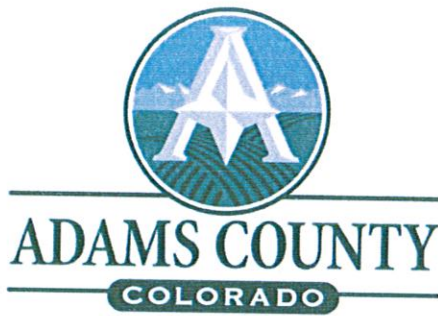
I, the undersigned Secretary or Assistant Secretary of THE CINCINNATI INSURANCE COMPANY, hereby certify that the above is a true and correct copy of the Original Power of Attorney issued by said Company, and do hereby further certify that the said Power of Attorney is still in full force and effect.

GIVEN under my hand and seal of said Company at Fairfield, Ohio.  
this 1<sup>st</sup> day of January, 2016



*Scott R. Bolen*  
Secretary





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

## INVITATION FOR BID #2018.XXX SUBMISSION CHECK LIST

**SUBMISSION:** It is imperative you address your submittal envelope as noted in the Bid Instructions.

Does your Bid comply with all the terms and conditions of this Solicitation? ☒ YES ☐ NO

Requirements met and response included?

Certificate of Incorporation or other formal documentation  
Meeting the requirement of years in business

☒ YES ☐ NO

May any other governmental entity avail itself of this Agreement and purchase any and all items specified?

YES ☐ NO ☒

Have all Addendums been acknowledged, a duly authorized agent signature obtained, and enclosed on the Contractors Statement?

☒ YES ☐ NO

Original and the number of copies specified enclosed including electronic copy?

☒ YES ☐ NO

If applicable, have all necessary Bonds been included?

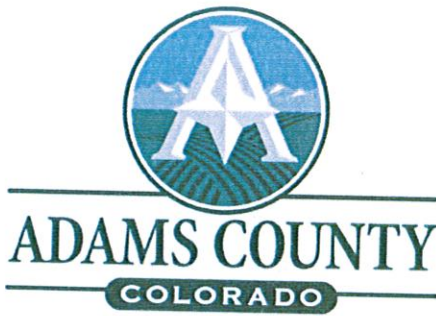
☒ YES ☐ NO

Contractor Certification of Compliance signed and enclosed?

☒ YES ☐ NO







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

**INVITATION FOR BID  
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.

Whitestone Construction Services, Inc.  
Contractor Name

Alison S. Timpe  
Printed or Typed Name

*Alison S. Timpe*  
Signature

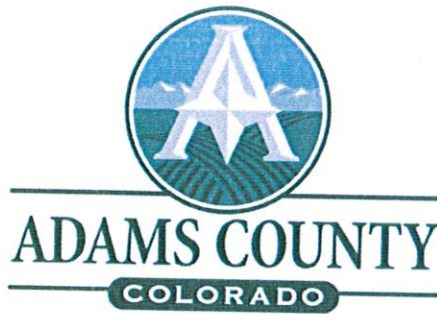
Estimator  
Title

8/24/2018  
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.







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

INVITATION FOR BID #2018.631  
CONTRACTOR'S STATEMENT

Pursuant to 2 C.F.R. Part 200 Subpart C 200.213, Contractor certifies that they are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency, and has read and fully understand all the conditions herein set forth in the foregoing paragraphs, and by my signature set forth hereunder, I hereby agree to comply with all said conditions as stated or implied. In consideration of the above statement, the following Bid is hereby submitted.

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

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

WE, THE UNDERSIGNED, HEREBY ACKNOWLEDGE RECEIPT OF

Addenda (list all): 1, 2 and 3

Whitestone Construction Services, Inc.  
Contractor Name

8/24/2018  
Date

Alison S. Timpe  
Signature

Alison S. Timpe  
Printed Name

Estimator  
Title

1930 Central Ave, Unit C  
Address

Boulder, CO 80301  
City, State, Zip Code

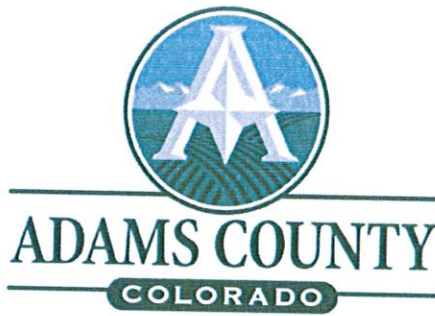
Boulder  
County

303-661-0613  
Telephone

303-661-0895  
Fax

Alison@whitestone-construction.com  
Email





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

## INVITATION FOR BID REFERENCE FORM

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

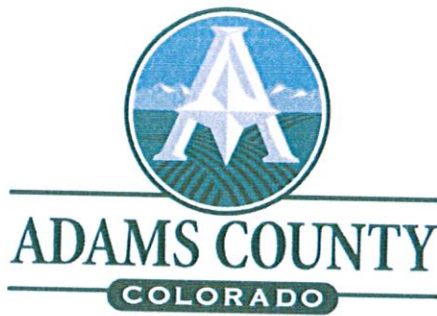
<b>Company Name</b>	Thistle Housing
<b>Address</b>	676 22nd Street, Boulder, CO 80302
<b>Reference Name</b>	Rachel Dunham
<b>Reference Email Address</b>	rdunham@thistle.us
<b>Telephone Number</b>	303-443-0007
<b>Project Name</b>	Pinewood Rehabilitation
<b>Project Value</b>	\$ 1,840.00

<b>Company Name</b>	UNC
<b>Address</b>	501 20th Street, Greeley, CO 80639
<b>Reference Name</b>	Jimmy Mock
<b>Reference Email Address</b>	jimmy.mock@unco.edu
<b>Telephone Number</b>	970-351-1892
<b>Project Name</b>	Dickeson and Sabin Hall Refurbishment
<b>Project Value</b>	\$ 332,100

<b>Company Name</b>	CU Boulder
<b>Address</b>	3500 Marine St. Rm 123, CUB Boulder, CO 80309
<b>Reference Name</b>	Patricia McNall-Leef
<b>Reference Email Address</b>	Patricia.McNallyleef@colorado.edu
<b>Telephone Number</b>	303-735-2580
<b>Project Name</b>	CU UMC Kitchen
<b>Project Value</b>	\$ 139,000







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

**INVITATION FOR BID**  
**STATEMENT OF NO BID**  
**COMPLETION OF THIS FORM IS OPTIONAL**

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

Please send to: Adams County

Email to: SSPRAGUE@ADCOGOV.ORG

Attn: Shannon E. Sprague, CPPB

**IFB-SS-2018.631 / Flooring Removal, Replacement & Installation Project – Detention Center**  
4430 South Adams County Parkway  
Brighton, CO 80601

Specifications too "strict" (i.e. geared toward one brand or manufacturer only). Please explain.  
Use additional page, if needed.

Specifications are unclear. Please explain.

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

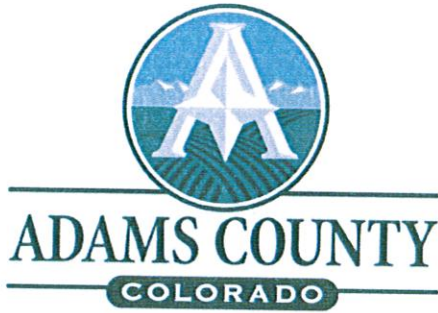
Further Remarks/Comments:

**PRINT OR TYPE YOUR INFORMATION**

Contractor Name		Fax
Address:	City/State	Zip Code
Contact Person	Title	Phone
Printed Name	Title	Date
Address	City/State	Zip Code
Email Address		







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

**INVITATION FOR BID**

**APPENDIX A  
SAMPLE AGREEMENT**

---

The Sample Agreement is included in this solicitation for informational and reference purposes only.

**REMAINDER OF PAGE LEFT BLANK INTENTIONALLY**





RECEIVED  
SEP 24 2018  
Office of the  
Adams County Attorney

ADAMS COUNTY ATTORNEY  
REQUEST FOR ATTORNEY SERVICES

To: County Attorney  
From: Shannon E. Sprague, CPPB  
Requested By: Purchasing Division

Date of Request: 9/24/2017  
Date Response Requested By: 9/26/2017  
Purchasing #: 2018.631

- ☐ Administrative Hearing
- ☒ Contract Review
- ☐ Litigation/Claim
- ☐ Opinion

- ☐ Resolution Review
- ☐ Draft Resolution/Contract Regulations
- ☐ Bond/Development Agreement Review
- ☐ Other:

DESCRIPTION OF ISSUES:

Please review and sign the attached agreement.

REQUESTED ACTION: Please approve as to form.

DOCUMENTS ATTACHED:

- 2018.631 Construction Agreement - Flooring Removal, Replacement, & Installation  
Project – Detention Center
  - Certificate of Insurance and Contract Compliance Form have been requested and will be inserted prior to full execution of the agreement.



