

**ADAMS COUNTY
PROFESSIONAL SERVICE AGREEMENT
For Grounds Maintenance Services**

THIS AGREEMENT ("Agreement") 2019.402 is made this 2 day of April 2019, 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 Korby Landscape LLC, located at 2406 East County Road 60, Wellington, CO 80549, 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 2019.402 and the Contractor's response to the RFP 2019.402 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 three years from the date of the agreement.

3.2. Renewal Option: The County, at its sole option, may offer to renew this Agreement as necessary for up to two, one 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.

those services, over three years, the sum of: One hundred ninety eight thousand, seven hundred seventy five dollars and ninety five cents. (\$198,775.95)

Year 1 (2019) - \$64,246.43

Year 2 (2020) - \$66,238.07

Year 3 (2021) - \$68,291.45

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

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

6. **NONDISCRIMINATION:**

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

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

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

to perform pursuant to the terms of this Agreement or as a result of any subcontractors' performance or failure to perform pursuant to the terms of this Agreement.

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

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

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

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

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

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

8.2.2. Personal Injury Protection: Per Colorado Statutes

8.3. **Workers' Compensation Insurance:** Per Colorado Statutes

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

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

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

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

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

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

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

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

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

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

9. DAMAGES ARISING FROM BREACH OF PERFORMANCE OBLIGATIONS

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

10. WARRANTY:

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

11. TERMINATION:

11.1. For Cause: If, through any cause, the Contractor fails to fulfill its obligations under this Agreement in a timely and proper manner, or if the Contractor

violates any of the covenants, conditions, or stipulations of this Agreement, the County shall thereupon have the right to immediately terminate this Agreement, upon giving written notice to the Contractor of such termination and specifying the effective date thereof.

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

12. MUTUAL UNDERSTANDINGS:

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

- 12.2. Compliance with Laws: During the performance of this Agreement, the Contractor agrees to strictly adhere to all applicable federal, state, and local laws, rules and regulations, including all licensing and permit requirements. The parties hereto aver that they are familiar with § 18-8-301, et seq., C.R.S. (Bribery and Corrupt Influences), as amended, and § 18-8-401, et seq., C.R.S. (Abuse of Public Office), as amended, , the Clean Air Act (42 U.S.C. 7401-7671q), and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended, and that no violation of such provisions are present. The Contractor warrants that it is in compliance with the residency requirements in §§ 8-17.5-101, et seq., C.R.S. Without limiting the generality of the foregoing, the Contractor expressly agrees to comply with the privacy and security requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

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

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

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

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

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

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

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

2) Immediately upon hand delivery; or

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

Department: Adams County Facilities
Contact: Kevin Delohery
Address: 4430 South Adams County Parkway
City, State, Zip: Brighton, Colorado 80602
Phone: 720-523-6306
E-mail: KDelohery@adcogov.org

Department: Adams County Purchasing
Contact: Sarah Fix
Address: 4430 South Adams County Parkway
City, State, Zip: Brighton, Colorado 80601
Phone: 720-523-6043
E-mail: SFix@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: Korby Landscape LLC
Contact: Kyle Korby
Address: 2406 East County Road 60
City, State, Zip: Wellington, CO 80549
Phone: 970-232-1127
E-mail: Kyle@KorbyLandscape.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

[Signature]
Ray Gonzales

2 April 2019

Date

Contractor
KORBY LANDSCAPE LLC

[Signature]
Signature

3/21/19
Date

STEVE L KORBY
Printed Name

member
Title

Attest:

Josh Zygielbaum, Clerk and Recorder

[Signature]
Deputy Clerk

Approved as to Form:

[Signature]
Adams County Attorney's Office

NOTARIZATION OF CONTRACTOR'S SIGNATURE:

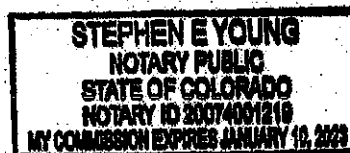
COUNTY OF LARIMER

STATE OF COLORADO)SS.

Signed and sworn to before me this 27 day of MARCH, 2019,

by STEVE KORBY

[Signature]
Notary Public



My commission expires on: 1-10-23

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:

KORBY LANDSCAPE LLC
Company Name

3/27/19
Date

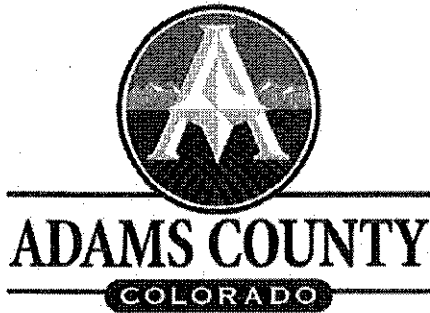
[Signature]
Signature

STEVE L KORBY
Name (Print or Type)

member
Title

Note: Registration for the E-Verify Program can be completed at:
<https://www.vis-dhs.com/employerregistration>.

It is recommended that employers review the sample "memorandum of understanding" available at the website prior to registering



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

REQUEST FOR PROPOSAL COVER SHEET

RFP Issue Date: January 28, 2019

RFP Number: RFP-SF-2019.402

RFP Title: **GROUNDS MAINTENANCE SERVICES**

RFP Questions Due: February 6, 2019 2:00 PM MT

Proposal will be received until: February 14, 2019 MT, Our Clock
4430 South Adams County Parkway, Front Lobby
Brighton, CO 80601

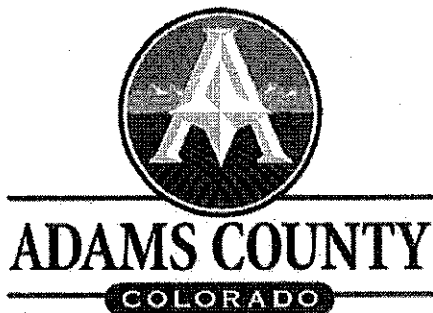
Goods or services to be delivered to or performed at: Various County Locations

For additional information please contact: SARAH FIX, Contract Specialist I
720-523-6043

Email Address: SFIX@adcogov.org

Documents included in this package:

- Proposal Instructions
- General Terms and Conditions
- Scope of Work (SOW)/ Specifications
- Pricing Form
- Submission Check List
- Contractor's Certificate of Compliance
- Contractor's Statement
- Reference Form
- Term of Acceptance Form
- Appendix A -- Maps A - G



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

REQUEST FOR PROPOSAL PROPOSAL INSTRUCTIONS

1. **PURPOSE/BACKGROUND:** The purpose of this RFP is to purchase Grounds Maintenance Services as specified herein from a source(s) of supply that will give prompt and efficient service to the County.
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: Sarah Fix
Contract Specialist I
RFP-SF-2019.402

3. The Adams County Board of County Commissioners by and through its Purchasing Division of the Finance Department is accepting proposals for Grounds Maintenance Services.
4. All documents related to this RFP will be posted on the Rocky Mountain Bid System (BidNet) at: <https://www.bidnetdirect.com/colorado/adams-county>
 - 4.1. Interested parties must register with this service to receive these documents.
5. **TERM OF AGREEMENT:** The Term of this Agreement shall be for one year from the date of this Agreement.
 - 5.1. **OPTION TO RENEW FOR THREE (3) SUBSEQUENT YEARS.** 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.

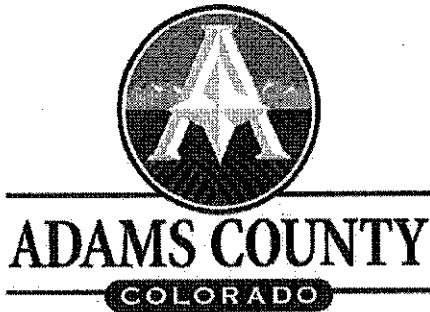
6. CONTRACTUAL OBLIGATIONS

- 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. 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.

- 7.1. 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.
- 7.2. 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 Sarah Fix, Contract Specialist I, Purchasing Division, Adams County, SFix@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.
8. 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.
9. 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.
10. 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.
11. BUDGET: Budget will not be disclosed.
12. 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 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, 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. Contractor agrees to hold submitted prices up to 120 days after bid due date.
- 5.2.2. Contractors may offer a cash discount for prompt payment. Discounts will be considered in determining the lowest net cost for the evaluation of 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.
- 5.2.3. 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.
 - 5.2.3.1. Federal Identification Number: 84-6000732
 - 5.2.3.2. 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 Contractor's Statement page. The Contractor's Statement of this Solicitation must be included in Proposal response. If the Contractor's authorized agent fails to sign and return the original Contractor's Statement page of the Solicitation, its Proposal may be considered invalid.

- 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: Ground Maintenance Services and RFP-SF-2019.402.
- 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.

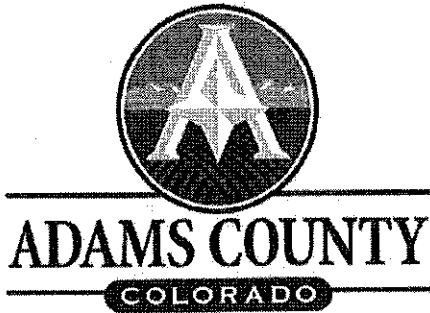
- 10.3. The County reserves the right to waive any irregularities or informalities, and the right to accept or reject any and all proposals.

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 SCOPE OF WORK

I. INTRODUCTION

Adams County (County) is seeking responses from Firms to provide Grounds Maintenance Services.

II. REQUIRED DOCUMENTATION

Failure to provide required information may deem your submittal non-responsive.

- List items which must be included in submittal in order to be accepted and evaluated
 - Certificate of Corporation or Limited Liability Partnerships registered with the State of Colorado or other formal documentation meeting the requirement of years in business
 - COI
 - Other documents deemed useful

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

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

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

1. Provide submittal without reference to Adams County logo or company logo.
2. Label cover of Original submittal

3. Submit proposal in a tab format
4. Table of Contents – Include a clear identification of the material by section and by page number. , i.e. references, pricing, etc.
5. Executive Summary - The executive summary should give in brief concise terms a summation of your submittal. Identify the points that make your firm uniquely qualified for this work.
6. 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.
 - c. Number and nature of the staff to be assigned to each of the allocations.
 - d. Identify the supervisory and management staff who will be assigned.
 - e. Provide any substantiated complaints against the firm in the last 3 years and any outstanding litigation if any.
7. Provide documentation that satisfies the Required Document requests.
8. Provide documentation that satisfies the criteria to be evaluated.

IV. Detailed Scope/Specification Requirements

1. Unless otherwise specified, the successful contractor shall furnish all labor, supervision, materials, tools, equipment, parts and incidentals necessary for the provision of grounds maintenance services at Adams County. Aerial photos of the Justice Center, District Attorney, Western Service Center and Government Center have been provided in attachment "C".

2. Service Locations

LOCATION	ADDRESS	FOOTPRINT
Adams County Government Center	4430 South Adams County Parkway Brighton CO	92 Acres
Western Service Center	12200 Pecos Street Westminster CO	3.55Acres
Justice Center	1100 Judicial Center Drive Brighton CO	40 Acres
Adams County District Attorney Building		
Strasburg Service Center	2550 Strasburg Mile Road Strasburg CO	19.2 Acres

2.1 Responsibilities of Contractor

2.1.1 Potential Contractors should visit the site and take such other steps as may be reasonably necessary to ascertain the nature and locations of the work, and the general and local conditions which can affect the work or cost thereof. Failure to do so will not relieve the Contractor from the responsibility for estimating properly the difficulty or cost of successfully performing the work. Adams County will assume no responsibility for any understanding or representations concerning conditions made by any of its officers or agents prior to the execution of the contract, unless included in the invitation for bids, the specifications, or related documents.

2.1.2 Contractors submitting proposal must have been in business under the same company name for a minimum of five years upon award of the contract, contractors submitting proposals less than five years will immediately be deemed nonresponsive.

2.2 Service Requirements

2.2.1 A schedule of services has been attached as exhibit "B"

2.3 Turf Care-All locations

2.3.1 Mowing

2.3.2 All turf should be mowed weekly, or as needed during the growing season. Mowing height will be 2½ " – 3". Frequency of mowing will be once per week.

2.3.3 Grass catchers should be used only if there is a specific need and will be used at the discretion of the Owner. Excessive clippings will always be removed from turf areas.

2.3.4 Care will be taken to insure a clean and debris free turf area prior to mowing so as not to damage and/or injure persons or property with debris discharged by mowing device.

2.4 Trimming

2.4.1 All turf areas inaccessible to mowing equipment should be trimmed once per week in order to maintain a neat, well-groomed appearance.

2.4.2 After mowing/trimming operations are completed, all grass clipping to be blown and / or removed from walks, drives, etc.

2.4.3 Care will be taken to insure that debris is not thrown or discharged from the trimming device that could cause injury to persons and/or property damage.

2.5 Edging

2.5.1 Edging of walks, curbs, etc. Should be done on a monthly or as needed basis through the use of a steel blade edger.

2.5.2 Edging is limited to concrete areas, in order to avoid damage to irregular asphalt, flagstone, brick, wood walks and decks.

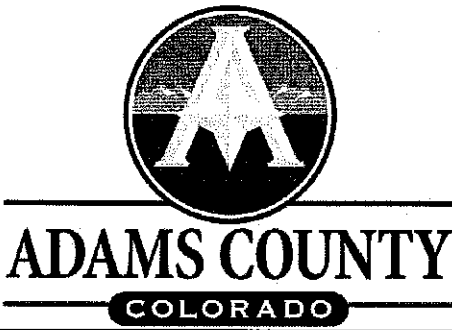
2.5.3 Excessive debris resulting from edging should be collected and removed.

2.6 Trees, Shrub, and Bed Care

2.6.1 Bed Care-Government Center, Strasburg

- 2.6.2 All bed areas should be kept substantially free of weeds by means of chemical control, mechanical cultivation, and hand weeding as necessary. Non-selective herbicides, such as Round-Up, can be used for chemical control with care as to not damage non target plants.
 - 2.6.3 Shall be done 2x a month for Government Center and 1x a month for Strasburg in all Landscaped Rock/Bark Mulched beds.
 - 2.6.4 Shall be coordinated with the Site Grounds representative.
 - 2.6.5 Mowed at a height of 6" inches 4x a season unless otherwise approved by the Facility Operations Department Representative.
 - 2.6.6 All curbs, barriers, sidewalks, landscaped beds, that are inaccessible with a mower, shall be string trimmed 1x a month at the time of mowing.
 - 2.6.7 All curbs, sidewalks, or landscaped beds that reside near or in the native areas shall be raked or blown so as to be free of debris caused by mowing/string trimming.
 - 2.6.8 Weed control to be done (after mowing) by hand, mechanical, or a Facility Operations Representative approved chemical.
- 2.7 Personal Protective Equipment
- 2.7.1 All employees of contractor while on site will wear attire that makes them highly visible and identifiable to Adams County Employees and customers and are reflective in nature. (Bright colored vests, Shirts with Company identifiers)
 - 2.7.2 All employees of contractor shall wear appropriate attire that fulfills all safety requirements of tasks being performed (Eye Protection, gloves, work boots, and Minimum PPE for spraying).

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

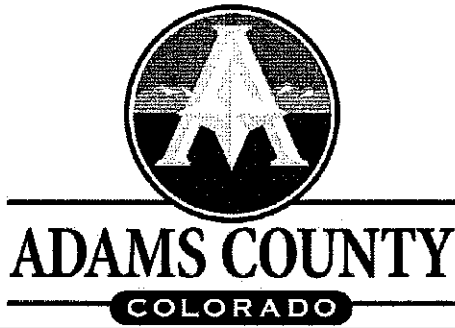
Addendum #1

RFP Issue Date: February 8, 2019
RFP Number: RFP-SF-2019.402
RFP Title: Grounds Maintenance Services

Adams County shall incorporate the following responses to questions herein:

Questions, Responses and Clarifications:

1. **Q:** What are the decision criteria in addition to price, and how much (approximate %) does price factor into the decision?
R: Price will be approximately 25-35%.
2. **Q:** When can we meet to review all sites?
R: The vendor is responsible to review the sites on their own time.
3. **Q:** RFP states need to include COI. Is it safe to assume you only need sample showing coverage, or do you need something listing Adams County as additional insured?
R: The awarded vendor will need to name the county as an additional insured. You don't need to supply a sample of a COI.
4. **Q:** Section 2.1.2 says contractors must have been in business under same company name for 5 years. We feel are requesting verification prior to submittal.
R: The firm submitting the question has been verified as meeting this requirement and will be allowed to provide a proposal. Response was communicated to the requesting vendor accordingly.
5. **Q:** Please define mowing season. How many times are mowing services anticipated for "weekly" mowing?
R: A maintenance schedule has been attached and is incorporated as to be included in the Scope of Work herein as Attachment A.



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

Addendum #2

IFB Issue Date: February 11, 2019
IFB Number: RFP-SF-2019.402
IFB Title: Grounds Maintenance Services

Adams County shall incorporate the following responses to questions herein:

The closing date and time for this RFP is February 14, 2019 at 2:00pm MST.

END OF ADDENDUM #2



Original Copy

**KORBY LANDSCAPE
RFP SF2019.402
RFP Grounds Maintenance Services**

**2406 East County Road 60
Wellington, CO 80549
970-232-1127 Office
kyle@korbylandscape.com**

**Kyle Korby 970-232-1127
Kyle@KorbyLandscape.com**



Table of Contents

- 1. Price Sheet**
- 2. Firm Statement**
- 3. Firm Profile**
- 4. Work Statement**
- 5. Staff**
- 7. Equipment List**
- 10. Notable Contracts and References**
- 15. Environmental Commitment**
- 16. Contract Documents**



Korby Landscape LLC has been specializing in Government and Commercial Landscaping services for over 35 years and is looking to continue our relationship with Adams County as the Landscape Maintenance Services Contractor. Korby Landscape currently has contracts or agreements for On Call Landscape/Irrigation services/Maintenance Services with the following similar entities: City of Fort Collins, Larimer County, City of Loveland, Town of Frederick, City of Broomfield and Poudre School District. We also have informal agreements with the City of Louisville and we would be delighted to be selected as the Landscape Services Contractor for Adams County.

Korby Landscape's experience as a Landscape Contractor for large government jobs over the previous 15 years has allowed Korby Landscape to develop an experienced and professional staff who understand how to operate and maintain successful landscaping government contracts. **Korby Landscape would provide a "Turn Key" experience that no other contractor would be able to provide for Adams County.** Steve and Kyle Korby have over 30 years experience with the City and County Contracts such as the City of Fort Collins. Several Crew Leaders have had over 10 years experience working on City and County Landscape Maintenance Contracts. In addition to Korby Landscapes long term Landscape Maintenance Experience, Korby Landscape also has excellent knowledge and experience of irrigation and water auditing. Such current examples include Korby Landscape's partnership with the City of Fort Collins to change existing irrigation controllers over to Weathertrak Smart Irrigation Controllers along with flow monitoring of irrigated sites.

In addition to Landscape Maintenance Services, Korby Landscape also provides Landscape Construction services. We pride ourselves on having talented individuals who can complete a wide variety of projects in-house minimizing our subcontracted work.

We appreciate your consideration for your contracted landscaping services and hope to hear from you. Please contact Kyle Korby 970-305-7237 (cell) kyle@korbylandscape.com with any questions.

Sincerely,

Kyle Korby Member Korby Landscaping LLC

A handwritten signature in black ink, appearing to read 'Kyle Korby', is located at the bottom left of the document. The signature is fluid and cursive, with a long horizontal stroke extending to the right.



Profile of Firm

Korby Landscape is a Local company based in Wellington, Colorado. Below is the response for the following questions about Korby Landscape:

- a. Size of Firm and Local Office: (Korby Landscape currently employees 62 employees for its seasonal work)
- b. Location of Office: (Location of office is 2406 East County Road 60, Wellington CO 80549)
- c. Number and Nature of Staff to be assigned: (16)
 - i. Project Supervisor (Kyle Korby, Member)
 - ii. Project Quality Control and On Site Supervisor (Alfredo De La Riva, Supervisor)
 - iii. Crew Foreman 1 (Juan Lopez)
 - iv. Crew Foreman 2 (Carlos Cruz)
 - v. Total Laborers Assigned to project (12)
- d. See above (Kyle Korby, Alfredo, Juan Lopez, Carlo Cruz)
- e. No substantiated complaints or litigation against Korby Landscape.



Work Order Statement & Proposal Assumptions

Exceptions/Assumptions made by Korby Landscape for This Proposal

Korby Landscape has no assumptions or exceptions included in this proposal.

Receipt of Addendum for This Proposal

Korby Landscape has received and acknowledged **Addendum Number 1 and Addendum Number 2**

Work Order Consideration

Korby Landscape is submitting for consideration for the entirety of the work included in this Bid

Korby Landscape has demonstrated in the past that it has sufficient capacity to handle the entirety of the Landscape Maintenance Contract for Adams County.

Subcontractors/Equipment

Korby Landscape has sufficient capacity to handle this contract without the need to purchase new equipment or subcontractor out any portion of work.

Customer Service Plan

Korby Landscape believes that no project or work should be left in an unsatisfactory state. Any work that is not accepted by a City Representative that is within the scope of the project shall be re-done at no cost. We provide a 2 year warranty on our workmanship and materials and supplies.



Staff

Kyle Korby: Member/Manager Korby Landscape (Acting Manager for Landscape Contract)

- Acted as **General Contractor** for over 4 million in contracts awarded to Korby Landscape over the previous 2 years.
- 15 years experience in Landscaping Industry
- Experience in Irrigation Designs and Installs (Weathertrak, Rainmaster, Rainbird, Hunter, Weathermatic, Irritrol).
- On Site Supervisor for Projects
- Graduate from Colorado State University with degrees in **Mechanical Engineering and Spanish.**
- Bilingual Spanish/English

Steve Korby: Owner Korby Landscape & Korby Sod (Assistant Manager for Landscape Contract)

- Over 40 years experience in Landscaping and Sod Cultivation
- **Former President of Rocky Mountain Sod Growers**
- Specialty in Sod cultivation and Seeding
- **Spraying and Application License**

Francisco Reyes Lopez: Certified Irrigation Tech (For Streetscapes Contract)

- **ALCC Certified Irrigation Tech**
- Over 6 years experience working on City of Fort Collins Irrigation Projects
- On site supervisor to over 1 million dollars in irrigation projects over the previous two years.
- Irrigation Supervised Projects Include (Archibeque Park Greeley, Johnson Farm Park Frederick, City of Fort Collins Weathertrak Controller Installations)

Alfredo De La Riva Rodriguez: Maintenance Foreman (Acting Quality Control Supervisor)

- Landscape and Maintenance Supervisor (14 years)
- Landscape & Landscape Management Experience (20 years)
- **Adams County Experience (3 years)**
- Herbicide Application (12 years)
- Lawn & Roadside Maintenance Experience (16 years)
- Machinery Experience (Skid Steer, Tractors, Mowers, Trimmers, Aerator, etc) (16 years)



- Bilingual Spanish/English

Joe Reardon (Acting On Site Supervisor For Mow Crew & Mow Coordinator)

- Farm & Agricultural Experience (14 years)
- Lawn Maintenance Experience (2 years)
- English as First Language
- Machinery Experience (Mowers, Tractors, Trimmers, Aerator, etc) (10 years)

Carlos Cruz (Crew Foreman)

- Lawn Maintenance Experience (6 years)
- Currently has passed 85% of ALCC Certified Landscape Maintenance Technician Testing (Estimated to receive certification late 2018)
- Bilingual English/Spanish
- Machinery Experience (Mowers, Trimmers, Aerator, etc) (6 years)

Juan Lopez (Crew Foreman)

- Lawn Maintenance Experience (8 years)
- **Adams County Experience (3 Years)**
- Machinery Experience (Mowers, Trimmers, Aerator, etc) (5 years)

Hugo Garcia: Landscape Foreman (On Call Work Supervisor)

- Lead install tech for over 3 million in projects for last 2 years
- Experience with decorative landscape and concrete install (2 years)
- Experience with landscape boulders and retaining walls (8 years)
- Machinery experience (Excavators, Skid Steers) (8 years)
- Experience with Hydroseeders and dryland restoration. (4 years)

Aldo Monreal Reyes: Irrigation Tech (Irrigation Technician)

- Experience with Irrigation (4 years)
- Experience with installation and programming of Weathertrak Controllers
- Currently has passed 90% of CIT Testing. (Estimated to receive Certification Late 2018)

David Jordan: On Call Arborist - (970) 568-7633

- Over 20 years experience



- ISA Arborist - RM-2198A

List of Equipment/Fleet

Please Refer to Attached Equipment List

Korby Landscape is committed to maintaining modern and environmentally friendly equipment.

Korby Landscape has currently implemented a new fleet of Toro Grandstand Mowers with fuel efficient 4 stroke engines. In addition the mowers are outfitted with "tweels" to reduce damage and rutting to sod and sidewalks while being more environmentally friendly by greatly increasing the lifespan of tires used on mowers. All trimmers used are modern 4 stroke motors reducing pollution and noise.

Korby Landscape also employs a dedicated in house mechanic who sharpens mower blades daily and performs weekly inspections of mowers and trucks.

2019 Partial Equipment List - Lawn Maintenance

YEAR	MAKE	MODEL	BODY TYPE
1996	---	---	UTILITY FLATBED TRAILER
2003	CARSON	---	5 X 8 TRAILER
1996	CHEVROLET	C/K 3500	UTILITY
2010	ECHO	PB-60 HT	BLOWER
2010	ECHO	PB-60 HT	BLOWER
2010	ECHO	PB-60 HT	BLOWER
2008	EVERRIDE	WARRIOR ZKH2760	MOWER
1996	FINN	T60 1II	HYDRO SEEDER
2000	FREIGHTLINER	FLD120	TRACTOR
1996	FREIGHTLINER		TRAILER
2005	GMC	C4500	CREW CAB UTILITY
2005	GMC	SIERRA 2500 HD	CREW CAB PICK UP
2005	GMC	SIERRA 3500 HD	EXTENDED CAB PICK UP
1984	GMC	C/K 1500	PICK UP
2007	GMC	2500	CREW CAB PICK UP
1996	GMC	SIERRA C/K 3500	UTILITY
2013	GMC	SIERRA 3500 HD	CREW CAB FLATBED
2013	GMC	SIERRA 3500 HD	CREW CAB PICK UP
2017	GMC	SIERRA 2500 HD	CREW CAB PICK UP
2000	GMC	SIERRA CLASSIC 2500	UTILITY
2004	GMC	C4500 / C4E042	CREW CAB UTILITY
1997	GOLDCO	---	FLATBED TRAILER
1986	GREAT DANE	CONVERTER GEAR	UTILITY FLATBED TRAILER
1990	GREAT DANE	VAN TRAILER	---
2000	HAULMARK	---	VAN TRAILER
UNK	HOMEMADE TRAILER	---	HOMEMADE TRAILER
2006	INGERSOLL RAND	P185WJD	TOWABLE AIR COMPRESSOR
1999	INTERNATIONAL	2574	DUMP TRUCK
1994	ISUZU	FSR 6000 SERIES	FLATBED TRUCK
2011	JOHN DEERE	E35	EDGER
	JOHN DEERE		BLOWER
2005	LOAD MAX	GOOSENECK	FLATBED TRAILER
2016	MANAC	10248C011	COMBO FLATBED TRAILER
1985	MAXEY	---	FLATBED TRAILER
1975	MONON	VAN TRAILER	---
1993	OSHKOSH	MT/COMMERCIAL FORWARD	STEP VAN
2014	PJ TRAILER	D7142	DUMP TRAILER
2015	PJ TRAILER	D7142	DUMP TRAILER
2016	PJ TRAILER	D7142	DUMP TRAILER
2017	PJ TRAILER	22 CAR HAULER	BUMPER PULL
2015	RED MAX	HB2260	BLOWER
2015	RED MAX	BCZ2500	TRIMMER
2015	RED MAX	BCZ2500	TRIMMER
2015	RED MAX	BCA2600	TRIMMER

2015	RED MAX	BCA2600	TRIMMER
2016	RED MAX	EB 7000	BLOWER
2016	RED MAX	EB 7000	BLOWER
2016	RED MAX	EB 7000	BLOWER
UNK	SOD TRAILER	---	FLATBED FARM TRAILER
UNK	SOD TRAILER	---	FLATBED FARM TRAILER
2002	SUPERIOR	---	FLATBED TRAILER
2008	SWEEPSTER	---	60" BROOM
			60" MOWER
			60" MOWER
			60" MOWER
2015	TOYOTA	YARIS	HATCHBACK 4DR
2016	TOYOTA	TUNDRA	PICK UP
2004	TRANSCRAFT	STEPDECK	TRAILER
UNK	UNK	PIPE TRAILER	4 WHEEL PIPE TRAILER
2001	VOLVO	VNL	SLEEPER TRACTOR
2004	WALKER	MTGHS26	RIDING LAWNMOWER
2005	WALKER	MTSD26	RIDING LAWNMOWER
2007	WALKER	MTSD26	RIDING LAWNMOWER
2008	WALKER	---	72" MOW DECK
2008	WALKER	---	60" MOW DECK
2008	WALKER	---	ROTARY BRUSH
2008	WALKER	---	40" MOWER DECK
2008	WALKER	IH -6620	RIDING MOWER/BRUSH ATTACHMENT
2008	WALKER	---	60" MOW DECK
2004	WALKER		MOWER
1994	WALKER		SM MOWER
1999	WALKER		MOWER
2008	WALKER	---	48" MOWER DECK
2003	WANCO	UNK	TOWABLE ARROW BOARD



Notable Lawn Care Contracts

Larimer County: Larimer County Facilities Maintenance

- Awarded 2008, 2013 and in 2018
- Contract was renewed for 5 years 2013-2018 (2018- Current)
- Services Performed: Mowing, Weeding, Tree and Shrub Pruning, Herbicide Application and Irrigation repairs

References:

- Newlen Sutton (Facilities Manager)
- 970-980-7824
- suttonen@co.larimer.co.us

City of Fort Collins: Streetscapes Contract

- Awarded 1993, 1998, 2003, 2013 and in 2018
- Contract has been renewed for over 20 years
- Services Performed: Mowing, Weeding, Tree and Shrub Pruning, Herbicide Application and Irrigation Maintenance and Repairs

References:

- Jill Wuertz (LifeCycle Coordinator & Parks Project Manager)
- 970-416-2062 Office 970-219-1573 Mobile
- jwuertz@fcgov.com

Adams County: Facilities Maintenance

- Awarded 2016-2018
- Contract has been renewed for over 3 years
- Services Performed: Mowing, Weeding and Herbicide Application



City of Fort Collins: Roadside Mowing

- Awarded 2013
- Contract has been renewed for over 5 years
- Services Performed: Rough Mowing with John Deere Tractors and Brush Hogs.
Trimming and trash removal

References:

- Jeff Johnston (Project Manager)
- 970-420-2215 Mobile
- jjohnston@fcgov.com

Town of Windsor 392 Mowing Contract

- Awarded 2016
- Renewed for over 3 years
- Services Performed: Rough Mowing with John Deere Tractors and Brush Hogs.
Trimming and trash removal. Irrigation Repairs and Maintenance

References:

- Brian Rowe (Streets Supervisor)
- 970-674-2400
- browe@windsorgov.com



Addition contracts or completed projects of interest

Town of Frederick: Johnson Farm Park

- Awarded August 2017. Completed November 2017
- Acted as General Contractor
- Contract final value approximately \$405,000
- Services Performed: Tap Raw Water Line, and install 50 Zone two wire irrigation system (Netafim), Grade and Hydroseed park, Install 200 feet of 6" sidewalk, Landscaping Services (trees, plants), Install Erosion Control

References:

- Jennifer Simmons (Planning Director and Project Manager)
- 720-382- 5651 direct
- jsimmons@frederickco.gov

Poudre School District: Bennett Outdoor Classroom

- Awarded Spring 2017. Completed July 2017
- Acted as General Contractor
- Contract final value approximately \$55,000
- Services Performed: Place decorative concrete curbing, install crusher fines, place seat boulders, install plants and trees, saw cut asphalt, tie into existing irrigation and install new zones

References:

- Brad Aurigemma
- 970-567-1225
- baurigem@psdschools.org

City of Fort Collins: Harmony and JFK Medians Renovation

- Awarded Spring 2017. Completed Summer 2017
- Acted as General Contractor
- Contract Final Value \$150,000
- Services Performed: Demo and grub old median with overgrown junipers, install tree protection to keep existing trees and install boulder walls and cobble mulch along with



new trees and plants. Install new Weathertrak 2 wire controllers and install 12 drip zones

References:

- Jill Wuertz (LifeCycle Coordinator & Parks Project Manager)
- 970-416-2062 Office 970-219-1573 Mobile
- jwuertz@fcgov.com

City of Fort Collins: Mulberry Bridge Landscaping

- Awarded Spring 2016. Completed December 2016
- Acted as General Contractor
- Contract final value approximately \$500,000
- Services Performed: Tap City Water Main and install 40 Zone two wire irrigation system (Weathertrak), install custom concrete planter beds and place Kornegay precast concrete pots.

References:

- Caleb Feaver (Civil Engineer and Project Manager)
- 970-416-4229 direct, 503-477-0545 mobile
- cfeaver@fcgov.com

City of Louisville: Arboretum Landscaping

- Awarded Summer 2016. Completed Fall 2016
- Acted as General Contractor
- Contract final value \$70,000
- Services Performed: Install drip and spray zones, cut and install custom flagstone paver pathway, place landscaping boulders.

References:

Dean Johnson (Parks Superintendent and Project Manager)

- 303-335-4774
- deanj@louisvilleco.gov

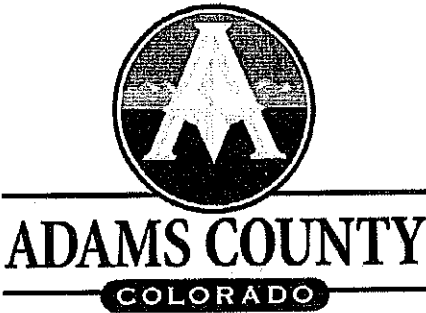


Environmental Commitment

Korby Landscape is committed to educating its clients about environmentally friendly landscaping, irrigation and lawn care. From smart irrigation to our water-wise sods provided from our sister company Korby Sod we are dedicated to making sure we do our part in protecting Colorado.

Examples of Environmentally Friendly Actions Implemented at Our Company

- Installations of Smart Irrigation Controllers that track site conditions and flow sensors that track water usage at sites. Installation of a Solar Powered 2 Wire Irrigation Controller for Town of Frederick
- Maintaining contact and training with Irrigation Distributors to train and implement the most recent advances in irrigation technology
- Korby Sod has developed Vortex (Texas Bluegrass Hybrid) which is an alternative grass to Kentucky Bluegrass that uses 35% less water while still maintaining the look and feel of Bluegrass. The sod is has been currently spec'd in several public projects recently.
- Development of native lawn sods such as Buffalo/Bluegrama sods
- Environmentally friendly recycling of old sod and landscaping materials at our Sod Farm.
- Use of Solar power at our Office and Facilities.
- Use of modern 4 stroke lawn care equipment such as trimmers and mowers with fuel injection
- Recycling of waste materials such as tree limbs at our farm
- Integrating the use of new technologies like "tweels" to reduce rubber waste from old tires/rims on maintenance equipment



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

REQUEST FOR PROPOSAL
TERM OF ACCEPTANCE FORM

Request for Proposal # RFP-SF-2019.402

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

1) No Modifications Proposed

2) _____

3) _____

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

Korby Landscape LLC
Contractor Name

Kyle Korby
Authorized Signature

Kyle Korby
Printed Name

Member
Title

2/13/19
Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/13/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER

Mountain Plains Agency, Inc.
4532 McMurtry Ave., Suite 101
Fort Collins, CO 80525

CONTACT

NAME: Aly Duroux

PHONE (A/C, No, Ext): (970)206-0800

FAX (A/C, No): (970)206-0801

E-MAIL ADDRESS: aly@mountainplainsagency.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Nationwide Mutual Insurance Company

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

INSURED

Korby Landscaping, LLC
DBA AKS Snoco LLC
2406 E County Road 60
Wellington, CO 80549-1614

COVERAGES

CERTIFICATE NUMBER: 00000000-0

REVISION NUMBER: 1

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADOL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER		ACPGLAO 3046865981	11/11/2018	11/11/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		ACPBAL 3046865981	11/11/2018	11/11/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$		ACPCAA 3046865981	11/11/2018	11/11/2019	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

Adams County Finance Department
Purchasing Division
4430 Adams County Parkway
Brighton, CO 80601

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

(AJD)

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/13/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER Pinnacol Assurance 7501 E. Lowry Blvd. Denver, CO 80230-7006	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
INSURED Korby Landscape LLC and AKS Sno CO, LLC 2406 W County Road 60 Wellington, CO 80549	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Pinnacol Assurance	NAIC # 41190
	INSURER B:	
	INSURER C:	
	INSURER D:	
INSURER E:		
INSURER F:		

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY					
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR					EACH OCCURRENCE \$
						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
						MED EXP (Any one person) \$
						PERSONAL & ADV INJURY \$
						GENERAL AGGREGATE \$
						PRODUCTS - COMP/OP AGG \$
						\$
	GEN'L AGGREGATE LIMIT APPLIES PER:					
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					
	OTHER:					
	AUTOMOBILE LIABILITY					
	<input type="checkbox"/> ANY AUTO					COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> OWNED AUTOS ONLY	<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per person) \$
	<input type="checkbox"/> HIRED AUTOS ONLY	<input type="checkbox"/> NON-OWNED AUTOS ONLY				BODILY INJURY (Per accident) \$
						PROPERTY DAMAGE (Per accident) \$
						\$
	UMBRELLA LIAB	<input type="checkbox"/> OCCUR				EACH OCCURRENCE \$
	EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE				AGGREGATE \$
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	<input type="checkbox"/> Y/N	4171624	03/01/2019	03/01/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/>				E.L. EACH ACCIDENT \$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$ 500,000
						E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Unless otherwise stated in the policy provisions, coverage in Colorado only.

CERTIFICATE HOLDER1967669
Adams County Finance Department
Purchasing Division
4430 Adams County Parkway
Brighton, CO 80601
aly@mountainplainsagency.com**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Premier Alliance Group, LLC

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ACORD 25 (2016/03)

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/13/2019

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PRODUCER Pinnacle Assurance 7501 E. Lowry Blvd. Denver, CO 80230-7006	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL: ADDRESS:	
	INSURER(S) AFFORDING COVERAGE INSURER A: Pinnacle Assurance INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
INSURED Korby Landscape LLC and AKS Sno CO, LLC 2406 W County Road 60 Wellington, CO 80549	NAIC # 41190	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD / WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/PO/ AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	4171624	03/01/2018	03/01/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Unless otherwise stated in the policy provisions, coverage in Colorado only.

CERTIFICATE HOLDER1967665
Adams County Finance Department
Purchasing Department
4430 Adams County Parkway
Brighton, CO 80601
aly@mountainplainsagency.com**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

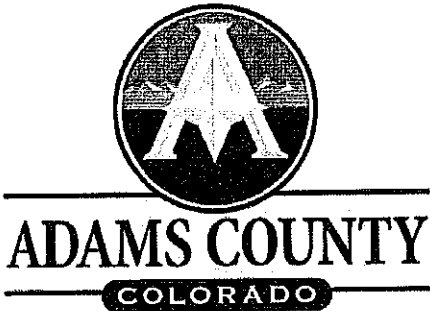
Premier Alliance Group, LLC

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ACORD 25 (2016/03)

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

REQUEST FOR PROPOSAL 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 Proposal 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 Proposal, (3) the Proposal is being submitted on behalf of the Contractor in accordance with any terms and conditions set forth in this Solicitation, and (4) the Contractor will accept any awards made to it as a result of the Proposal submitted herein for a minimum of 120 calendar days following the date of submission.

WE, THE UNDERSIGNED, HEREBY ACKNOWLEDGE RECEIPT OF

Addenda (list all): #1, #2

Korby Landscape LLC 2/13/19
Contractor Name Date

Kyle Korby Kyle Korby
Signature Printed Name

Member
Title

2406 ECR 60
Address

Wellington, CO, 80549 Larimer
City, State, Zip Code County

970-232-1127 970-568-7635
Telephone Fax

Kyle @ KorbyLandscape.com
Email

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

I, Jena Griswold, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

KORBY LANDSCAPING, LLC

is a

Limited Liability Company

formed or registered on 11/05/2001 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 20011211952 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 02/12/2019 that have been posted, and by documents delivered to this office electronically through 02/13/2019 @ 10:46:51 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 02/13/2019 @ 10:46:51 in accordance with applicable law. This certificate is assigned Confirmation Number 11389320 .



Jena Griswold

Secretary of State of the State of Colorado

*****End of Certificate*****

Notice: A certificate issued electronically from the Colorado Secretary of State's Web site is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Validate a Certificate page of the Secretary of State's Web site, <http://www.sos.state.co.us/biz/CertificateSearchCriteria.do> entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our Web site, <http://www.sos.state.co.us/> click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."

ARTICLES OF ORGANIZATION

Form 7.80.204.1 revised 11/13/00

20011211952 M
\$ 50.00
SECRETARY OF STATE
11-05-2001 13:53:44

Filing fee: \$50.00 This document must be typed or machine printed.
If more space is required, continue on an 8 1/2"x11" attachment.
Deliver 2 copies to: Colorado Secretary of State, Business Division,
1560 Broadway, Suite 200, Denver, CO 80202-5169
Please include a typed or machine printed, self-addressed, envelope.
For filing requirements, see §§ 7-90-301 and 7-80-204, Colorado Revised Statutes
For more information, see the *Citizen's Guide to the Business Division* on our
Web site, <http://www.sos.state.co.us> Questions? Contact the Business Division:
voice 303 894 2251, fax 303 894 2242 or e-mail sos.business@state.co.us

FILED
DONETTA DAVIDSON
COLORADO SECRETARY OF STATE

ABOVE SPACE FOR OFFICE USE ONLY

The undersigned, a natural person eighteen years of age or older, intending to organize a limited liability company pursuant to §§ 7-80-203, Colorado Revised Statutes (C.R.S.), delivers these Articles of Organization to the Colorado Secretary of State for filing, and states as follows:

1. The name of the limited liability company is Korby Landscaping, LLC
The name of a limited liability company must contain the term "limited liability company", "ltd. liability company", "limited liability co.", or "ltd. liability co." or the abbreviation "LLC" or "L.L.C." §7-90-601(3)(c), C.R.S.
2. If known, The principal place of business of the limited liability company is 6625 N. County Road #9, Wellington, CO 80549
3. The name, and the business address, of the registered agent for service of process on the limited liability company are: Name Steven L. Korby; Business Address (must be a street or other physical address in Colorado) 6625 N. County Road #9, Wellington, CO, 80549
If mail is undeliverable to this address, ALSO include a post office box address: P. O. Box 989, Wellington, CO 80549
4. a. If the management of the limited liability company is vested in managers, mark the box
? ☒ "The management of the limited liability company is vested in managers rather than members."
The name(s) and business address(es) of the initial manager(s) is(are):
Name(s) Steven L. Korby Business Address(es) 6625 N. County Road #9, Wellington, CO, 80549
April E. Korby Business Address(es) 6625 N. County Road, #9, Wellington, CO, 80549
or
b. If management of the limited liability company is not vested in managers rather than members,
The name(s) and business address(es) of the initial member(s) is(are):
Name(s) _____ Business Address(es) _____

5. The address to which the Secretary of State may send a copy of this document upon completion of filing (or to which the Secretary of State may return this document if filing is refused) is 323 S. College Avenue, Suite #3, Fort Collins, CO, 80524

Organizer Steven L. Korby Signer's Name-printed Steven L. Korby
(individual's signature)

OPTIONAL. The electronic mail and/or Internet address for this entity is/are: e-mail _____
Web site _____
The Colorado Secretary of State may contact the following authorized person regarding this document: name _____
Robert J. Penny address 323 S. College Avenue, Suite #3, Fort Collins, CO, 80524
voice (970) 482-4011 fax (970) 482-8929 e-mail _____
rpenny@wicklaw.com



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.

Korby Landscape LLC
Contractor Name

Kyle Korby
Printed or Typed Name

[Signature]
Signature

Member
Title

2/13/19
Date

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



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

**REQUEST FOR PROPOSAL
PRICING FORM: 2019.402
(Submit in separate sealed envelope)**

COMPANY NAME: Korby Landscape LLC

Location	Address	Monthly Cost Year 1	Monthly Cost Year 2	Monthly Cost Year 3
Justice Center District Attorney	1100 Judicial Center Drive Brighton CO	18,265.57	18,831.80	19,415.59
Western Service Center	12200 Pecos Street Westminster CO	8,992.25	9,271.01	9,558.41
Government Center	4430 South Adams County Parkway	9,372.45	9,662.99	9,962.55
Honnen	7111 E. 56 th Ave Commerce City CO	4,137.34	4,265.60	4,397.83
Fleet/Public Works/Probation Center	4955 E. 74 th Ave Commerce City CO	4,075.26	4,201.60	4,331.84
Service Center	4201 E. 72 nd Ave Commerce City CO	6,688.26	6,895.59	7,109.36
Strasburg Service Center	2550 Strasburg Mile Road Strasburg CO	12,715.30	13,109.48	13,515.87

TOTAL COST YEAR 1: \$ 64,246.43

TOTAL COST YEAR 2: \$ 66,238.07

TOTAL COST YEAR 3: \$ 68,291.45