

**Purchase Order Number 12493**This Number Must Appear on all  
Invoices, Packing Lists, and Packages**ADAMS COUNTY  
PURCHASE ORDER**Page 1 of 1  
Order Date: 04/22/15  
Requested Date: 04/22/15  
Cost Center: 1091

Vendor Address	Vendor and Shipping Information	Ship To Information
SHAW CONTRACT FLOORING DBA SPECTRA CONTRACT FLOORING DENVER PO BOX 660919 DEPT 730012 MAIL DROP 237 DALLAS TX 75266-0919  VENDOR NUMBER: 281167	Phone: 778-8665 FAX: 303 778-8483 e-mail: Delivery: FOB DESTINATION	ADAMS COUNTY FACILITY OPERATIONS ADMINISTRATION-SUITE C1700 4430 SOUTH ADAMS COUNTY PARKWAY BRIGHTON CO 80601

Ln	R	Description / Supplier Item	QTY	UOM	Unit Price	Extended Price	Account Number	Req. No.
1	0	AS - Carpet Cleaning		EA	0.0000	500.00	1069.7825	00006404
2	0	AMV - Carpet Cleaning		EA	0.0000	765.00	1091.7825	00006404
3	0	FR - Carpet Cleaning		EA	0.0000	295.00	1063.7825	00006404
4	0	AWBC - Carpet Cleaning		EA	0.0000	885.00	1091.7825	00006404
5	0	DA - Carpet Cleaning		EA	0.0000	7,995.00	1114.7825	00006404
6	0	CFC - Carpet Cleaning		EA	0.0000	7,200.00	1113.7825	00006404
7	0	HSB - Carpet Cleaning		EA	0.0000	11,492.00	1067.7825	00006404
8	0	PW - Carpet Cleaning		EA	0.0000	1,380.00	1070.7825	00006404
9	0	SVC CTR - Carpet Cleaning		EA	0.0000	8,940.00	1076.7825	00006404
10	0	HON - Carpet Cleaning		EA	0.0000	1,800.00	1070.7825	00006404
11	0	JC - Carpet Cleaning		EA	0.0000	8,289.00	1071.7825	00006404
12	0	SO/COR - Carpet Cleaning		EA	0.0000	5,100.00	1112.7825	00006404
13	0	WMV - Carpet Cleaning		EA	0.0000	3,300.00	1091.7825	00006404
14	0	WSC - Carpet Cleaning		EA	0.0000	7,425.00	1072.7825	00006404
15	0	WSCMV - Carpet Cleaning		EA	0.0000	3,300.00	1072.7825	00006404
16	0	CCMV - Carpet Cleaning		EA	0.0000	3,300.00	1076.7825	00006404

<b>Term</b> Net 30 Days	<b>Tax Rate</b> *NA*	<b>Sales Tax</b> 0.00	<b>Total Order</b> 71,966.00
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ACCEPTANCE OF THIS ORDER IS SUBJECT TO THE TERMS AND CONDITIONS ABOVE AND ON THE REVERSE SIDE OF THIS DOCUMENT  
COLORADO TAX EXEMPT #98-03569Invoice to:  
Adams County A/P  
4430 S. Adams County Pkwy.  
Suite C4000A  
Brighton, CO 80601-8212  
720-523-6050Inquiries to:  
Adams County Purchasing Department  
4430 S. Adams County Parkway,  
Suite C4000A  
Brighton, CO 80601-8212  
720-523-6050  
350103DEROMANIS, BENJAMIN R**ADAMS COUNTY AUTHORIZED SIGNATURE**

## SERVICE PURCHASE ORDER TERMS AND CONDITIONS

**1. 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.

**2. TERM:** The term of this Agreement shall be for no more than one year from the date of this purchase order unless otherwise noted on the first page of this document.

**3. 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.

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

**5. 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.

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

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

6.1.1. Each Occurrence \$1,000,000

6.1.2. General Aggregate \$2,000,000

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

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

6.2.2. Personal Injury Protection Per Colorado Statutes

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

**6.4. Adams County as "Additional Insured":** The Contractor's commercial general liability, comprehensive automobile liability, and professional 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:

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

6.4.2. 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.

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

**6.5. 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.

**6.6. 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.

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

**7. TERMINATION:**

**7.1. 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.

**7.2. 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.

## **8. MUTUAL UNDERSTANDINGS:**

8.1. 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 the 17th Judicial District, Colorado.

8.2. 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, and that no violation of such provisions are present. 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) when exposed to or provided with any data or records under this Agreement that are considered to be "Protected Health Information."

8.3. OSHA: 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.

8.4. 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.

8.5. 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.

8.6. 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.

8.7. 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.

8.8. 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 a facsimile was received.

8.9. 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.

8.10. 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.

## **9. CHANGE ORDERS OR EXTENSIONS:**

9.1. 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. Such changes, including any increases or decreases in the amount of the Contractor's compensation, must be mutually agreed upon in writing by the County and the Contractor. The Contractor shall be compensated for all authorized changes in services, pursuant to the applicable provision in the Invitation to Bid, or, if no provision exists, pursuant to the terms of the Change Order.

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

## **10. COMPLIANCE WITH C.R.S. § 8-17.5-101, ET. SEQ. AS AMENDED 5/13/08:**

10.1. Pursuant to Colorado Revised Statute (C.R.S.), § 8-17.5-101, et. seq., as amended 5/13/08, the Contractor shall meet the following requirements prior to signing this Agreement (public contract for service) and for the duration thereof:

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

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

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

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

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

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

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

10.9. 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.

**11. Quality:** Seller warrants that the goods delivered hereunder will conform to the description stated in this Order and that the goods will be merchantable, of good workmanship and materials, and free from defects. These warranties shall survive inspection, testing and/or acceptance of the goods. At Buyer's option, and without prejudice to any other rights Buyer may have, Seller shall remedy any defective goods or reimburse Buyer for its costs for remedying or replacing defective goods.

**12. Appropriation Clause:** The payment of Buyer's obligation hereunder in fiscal years subsequent to the current year are contingent upon funds for this Order being appropriated and budgeted. If funds for this Order are not appropriated and budgeted in the year subsequent to the fiscal year of issuance of this Order, the Buyer may terminate this Order. Buyer's fiscal year is the calendar year. Termination under this provision shall not result in any penalty being imposed against Buyer.

## PURCHASE OF SERVICE AGREEMENT

THIS AGREEMENT ("Agreement") is made this 16<sup>th</sup> day of APRIL 2015, 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 Shaw Contract Flooring Services, Inc., DBA Spectra Contract Flooring, located at 10415 East 49<sup>th</sup> Avenue, Denver, Colorado 80238, 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 2015.004 and the Contractor's response to the RFP 2015.004 attached hereto as Exhibit A, and incorporated herein by reference. Should there be any discrepancy between Exhibit A and this Agreement the terms and conditions of this Agreement shall prevail.
- 1.2. Emergency Services: In the event the Adams County Board of County Commissioners declares an emergency, the County may request additional services (of the type described in this Agreement or otherwise within the expertise of the Contractor) to be performed by the Contractor. If the County requests such additional services, the Contractor shall provide such services in a timely fashion given the nature of the emergency, pursuant to the terms of this Agreement. Unless otherwise agreed to in writing by the parties, the Contractor shall bill for such services at the rates provided for in this Agreement.

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

### 3. TERM:

- 3.1. Term of Agreement: The Term of this Agreement shall be for one-year from the date of this Agreement.
- 3.2. Extension Option: The County, at its sole option, may offer to extend this Agreement as necessary for up to two, one year extensions providing satisfactory service is given and all terms and conditions of this Agreement have been fulfilled. Such extensions must be mutually agreed upon in writing by the County and the Contractor.

### 4. PAYMENT AND FEE SCHEDULE: The County shall pay the Contractor for services furnished under this Agreement, and the Contractor shall accept as full payment for those services, the sum of: Seventy One Thousand Nine Hundred and Sixty Six Dollars (\$71,966.00)

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

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

6. **NONDISCRIMINATION:**

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

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

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

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

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

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

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

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

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

8.2.2. Personal Injury Protection: Per Colorado Statutes

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

8.4. **Professional Liability Insurance:** to include coverage for damages or claims for damages

arising out of the rendering, or failure to render, any professional services, as applicable.

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

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

8.5. Adams County as "Additional Insured": The Contractor's commercial general liability, comprehensive automobile liability, and professional 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. TERMINATION:

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

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

services the Contractor was to perform under this Agreement, less payments previously made to the Contractor under this Agreement.

**10. MUTUAL UNDERSTANDINGS:**

- 10.1. Jurisdiction and Venue: The laws of the State of Colorado shall govern as to the interpretation, validity, and effect of this Agreement. The parties agree that jurisdiction and venue for any disputes arising under this Agreement shall be with Adams County, Colorado.
- 10.2. Compliance with Laws: During the performance of this Agreement, the Contractor agrees to strictly adhere to all applicable federal, state, and local laws, rules and regulations, including all licensing and permit requirements. The parties hereto aver that they are familiar with § 18-8-301, et seq., C.R.S. (Bribery and Corrupt Influences), as amended, and § 18-8-401, et seq., C.R.S. (Abuse of Public Office), as amended, 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).
- 10.3. OSHA: The Contractor shall comply with the requirements of the Occupational Safety and Health Act (OSHA) and shall review and comply with the County's safety regulations while on any County property. Failure to comply with any applicable federal, state or local law, rule, or regulation shall give the County the right to terminate this agreement for cause.
- 10.4. Record Retention: The Contractor shall maintain records and documentation of the services provided under this Agreement, including fiscal records, and shall retain the records for a period of three (3) years from the date this Agreement is terminated. Said records and documents shall be subject at all reasonable times to inspection, review, or audit by authorized Federal, State, or County personnel.
- 10.5. Assignability: Neither this Agreement, nor any rights hereunder, in whole or in part, shall be assignable or otherwise transferable by the Contractor without the prior written consent of the County.
- 10.6. Waiver: Waiver of strict performance or the breach of any provision of this Agreement shall not be deemed a waiver, nor shall it prejudice the waiving party's right to require strict performance of the same provision, or any other provision in the future, unless such waiver has rendered future performance commercially impossible.
- 10.7. Force Majeure: Neither party shall be liable for any delay or failure to perform its obligations hereunder to the extent that such delay or failure is caused by a force or event beyond the control of such party including, without limitation, war, embargoes, strikes, governmental restrictions, riots, fires, floods, earthquakes, or other acts of God.
- 10.8. Notice: Any notices given under this Agreement are deemed to have been received and to be effective: 1) Three (3) days after the same shall have been mailed by certified mail, return receipt requested; 2) Immediately upon hand delivery; or 3) Immediately upon receipt of confirmation that an E-mail was received. For the purposes of this

Agreement, any and all notices shall be addressed to the contacts listed below:

Department: Adams County Facility Operations  
Contact: Mike Goins  
Address: 4430 South Adams County Parkway  
City, State, Zip: Brighton, Colorado 80601  
Phone: 720.523.6303  
E-mail: mgoins@adcogov.org

Department: Adams County Purchasing  
Contact: Ben DeRomanis  
Address: 4430 South Adams County Parkway  
City, State, Zip: Brighton, Colorado 80601  
Phone: 720.523.6043  
E-mail: bderomanis@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: Shaw Contract Flooring Services, Inc.,  
DBA Spectra Contract Flooring  
Contact: Peter Rincione  
Address: 10415 East 49<sup>th</sup> Avenue  
City, State, Zip: Denver, Colorado 80238  
Phone: 303.778.8483  
E-mail: peter.rincione@spectracf.com

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

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

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

## **11. CHANGE ORDERS OR EXTENSIONS:**

11.1. 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 Invitation to Bid, or, if no provision exists, pursuant to the terms of the Change Order.

11.2. Extensions: The County may, upon mutual written agreement by the parties, extend

the time of completion of services to be performed by the Contractor.

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

- 12.1. The Contractor shall certify participation in the E-Verify Program (the electronic employment verification program that is authorized in 8 U.S.C. § 1324a and jointly administered by the United States Department of Homeland Security and the Social Security Administration, or its successor program) or the Department Program (the employment verification program established by the Colorado Department of Labor and Employment pursuant to C.R.S. § 8-17.5-102(5)) on the attached certification.
- 12.2. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.
- 12.3. The Contractor shall not enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.
- 12.4. At the time of signing this public contract for services, the Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this public contract for services through participation in either the E-Verify Program or the Department Program.
- 12.5. The Contractor shall not use either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this public contract for services is being performed.
- 12.6. If 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.
- 12.7. Contractor shall comply with any reasonable requests by the Department of Labor and Employment (the Department) made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. § 8-17.5-102(5).
- 12.8. If Contractor violates this Section, of this Agreement, the County may terminate this Agreement for breach of contract. If the Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the County.

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

**Adams County Manager's Office**

Todd M Leopold                      4/15/15  
Signature                                      Date

Todd M Leopold                      County Manager  
Printed Name                                      Title

**Shaw Contract Flooring Services, Inc., DBA Spectra Contract Flooring**

Peter Rincione                      4/14/15  
Signature                                      Date

PETER RINCIONE                      PRESIDENT  
Printed Name                                      Title

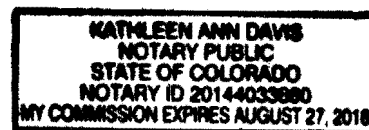
**Attest:**

Stan Martin, Clerk and Recorder                      Ehanna  
Deputy Clerk

Approved as to Form:                      P. Cest  
Adams County Attorney's Office

**NOTARIZATION OF CONTRACTOR'S SIGNATURE:**

COUNTY OF Arapahoe



STATE OF Colorado )SS.

Signed and sworn to before me this 14 day of April, 2015,

by ~~Stan Martin~~ Peter Rincione,

KAD  
Notary Public

My commission expires on: 8/27/18

## 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:

SPECTRA CONTRACT FLOORING  
Company Name

4/14/15  
Date

[Signature]  
Signature

PETER LINCOLN  
Name (Print or Type)

PRESIDENT  
Title

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



## SPECTRA CONTRACT FLOORING | DENVER & SPECTRA PRODUCT CARE | DENVER

### ORGANIZATIONAL HISTORY:

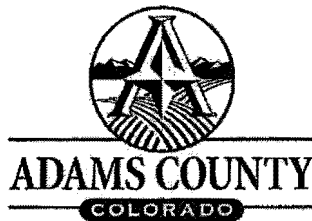
Spectra Contract Flooring | Denver, formerly Kahn & Co., was established July 1, 1974. Since its inception, the company's primary business has involved working on a team basis with architectural specifiers, designers, and facility managers on specialized projects in order to conceptually develop carpet products and then convert the "concepts" into finished products by coordinating and supervising all production and installation through project completion. The range of services offered includes consultation, product development, manufacturing supervision, shipping and handling coordination, certified installation, and individualized maintenance programs.

Spectra Product Care/ Denver has been a key component of the services provide by Spectra Contract Flooring since 1989. Spectra Product Care is available to assist with your flooring and fabric maintenance needs.

In December of 1996, Kahn & Company was purchased by Shaw Industries, the largest carpet manufacturer in the world. In January 2000, we became part of the family of companies solely owned by Berkshire Hathaway. Our mission is still the same: to satisfy your floor covering and floor maintenance needs.



10415 EAST 49TH AVENUE, DENVER, CO 80238  
P: 303.778.8665 | F: 303.778.8483 | [www.spectracf.com](http://www.spectracf.com)



**PROPOSAL FORM**  
RFP 2015.004 Carpet Cleaning  
for Adams County Facilities

**VENDOR'S STATEMENT**

I have read and fully understand all the special conditions herein set forth in the foregoing paragraphs, and by my signature set forth hereunder, I hereby agree to comply with all said special conditions as stated or implied. In consideration of the above statement, the following proposal is hereby submitted.

seventy-one thousand nine hundred      \$ 71,966.-  
Written Amount      sixty-six dollars      Amount

WE, THE UNDERSIGNED, HEREBY ACKNOWLEDGE RECEIPT OF

Addenda # 2015.004 Addendum #1      Addenda # none  
If None, Please write NONE.

<u>Shaw Contract Flooring Services, Inc.</u> <u>dba Spectra Contract Flooring</u>	<u>2/19/15</u>
Company Name	Date
<u>10415 East 49th Avenue</u>	<u>[Signature]</u>
Address	Signature
<u>Denver, CO 80238</u>	<u>PETER RINCIONE</u>
City, State, Zip Code	Printed Name
<u>Denver</u>	<u>PRESIDENT</u>
County	Title
<u>303-778-8665</u>	<u>303-778-8483</u>
Telephone	Fax
<u>peter.rincione@spectracontract.com</u>	
E-mail Address	



**Finance Department**  
4430 South Adams County Parkway  
Brighton, CO 80601  
PHONE 720.523.6055 FAX 720.523.6058

## VENDOR INFORMATION FORM

**All suppliers must complete and return this form as well as a W-9**  
(Payments & New Vendor #'s will not be processed without a completed W-9)

### PLEASE PRINT OR TYPE ALL INFORMATION

Enter the name of Adams County employee and/or Department/Elected Office requesting this form be completed.

Ben DeRomanis  
Employee Name

Purchasing  
Department/Elected Office

Company Name (Please include dba name, if applicable.)

Shaw Contract Flooring Services, Inc.  
Company Name

Spectra Contract Flooring  
DBA Name (if applicable)

Does this company function solely as a manufacturer rep or distributor? YES ☐ NO ☒

If YES, is invoice payment sent to your remit-to address or the manufacturer? ☐

If Remit-to, please attach or forward a list of the companies with their corresponding remit-to address.

Does this company have more than one location with the same Federal Tax ID number that Adams County also conducts transactions with? YES ☐ NO ☒

If YES, please copy and complete this form for each location.

#### Remit-To Information (Invoice Payment):

Shaw Contracting Flooring Services, Inc. d/b/a Spectra Contract Flooring  
Company Name

Main Drop - 237 Dept 730012  
Address

P O Box 660919  
Address 2

Dallas  
City

County

TX  
State

75266-0919  
Zip Code

n/a  
Phone Number

n/a  
Fax Number

#### Address for Purchase Orders/Contracts (If different from above.)

10415 East 49<sup>th</sup> Avenue  
Address

Address 2

Denver  
City

County

CO  
State

80238  
Zip Code

303-778-8665  
Phone Number

303-778-8483  
Fax Number

Phone Number for Quotes or Placing Orders and Fax Number to send a Purchase Order or a Request for Quote

303-778-8665

Phone Number

303-778-8483

Fax Number

Company Information

www.spectracf.com

Web Address

n/a

Company Email Address

E-Mail Address for Purchasing Orders or Request for Quotes (if different from above)

ben.wyatt@spectracf.com

Company Email Address

Contact Information

Ben Wyatt

Contact Name

Manager/Product Care

Position/Title

303-778-8665

Contact Phone Number

303-778-8483

Contact Fax Number

same

Contact Email Address (if different than above)

**BUSINESS CLASSIFICATION** – Please check all that apply and attach supporting documents for these business classifications:

☐ Small Business

☐ Disadvantaged

☐ Woman Owned

☐ Hub-Zone

☐ Business is 51% owned by physically disabled individual(s)

☐ Veteran Owned

☐ Vietnam Veteran

☐ Service Disabled Veteran

**ETHNICITY OF BUSINESS** – Please check where applicable

☐ Black American

☐ Hispanic American

☐ Asian Pacific American

☐ Subcontinent Asian American

☐ Native American

☐ Caucasian

☐ Other \_\_\_\_\_

**CONFLICT OF INTEREST**

Does this company employ any Adams County employees or their immediate family members? YES ☐ NO ☒

If YES, please explain

Does this company have any financial interests with an Adams County employee? YES ☐ NO ☒

If YES, please explain

*Thank you!*

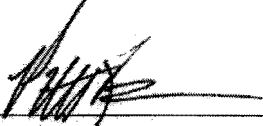
EXHIBIT A

**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:**

Shaw Contract Flooring Services, Inc  
dba Spectra Contract Flooring      2/19/15  
Company Name      Date

  
Signature

PETER LINCIONE  
Name (Print or Type)

PRESIDENT  
Title

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



**ADAMS COUNTY**  
**COLORADO**

**PROPOSAL PRICING FORM**  
**CARPET CLEANING**

LOCATION	# of Cleanings per year	Total Yearly Cost
Animal/Adoption Shelter	2	\$ 500.-
Aurora Motor Vehicle	3	765.-
Flat Rock Training Center	1	295.-
Aurora Workforce Business Center	3	885.-
County District Attorney	3	7,995.-
Children & Family Center	3	7,200.-
Human Services Building	3	8,492.-
Human Services Building Lobby	Monthly	3,000.-
Public Works/Probation	2	1,380.-
Adams County Service Center	3	8,940.-
Honnen Bldg	3	1,800.-
Justice Center	1	8,289.-
Sheriff's Office Headquarters/Coroners	3	5,100.-
Westminster Motor Vehicle	Monthly	3,300.-
Western Service Center	3	7,425.-
Western Service Center Motor Vehicle	Monthly	3,300.-
Commerce City Motor Vehicle	Monthly	3,300.-
<b>TOTAL</b>		<b>71,966.-</b>
Time and Materials cost	Per Hour	\$ 50.- per man hour + 2 cents Minimum \$250.- per sq. foot.

## EXHIBIT #1

## REFERENCE FORM: LOW MOISTURE CLEANING METHOD

The contractor has successfully used the low moisture extraction, and the specified cleaning procedures, in a planned, preventative program, on the following projects:

Facility/Company Name:	Ralph Carr Justice Center /
Address:	State of Colorado 1300 Broadway Denver, CO 80203
Contact Name:	Alina Fowler
Contact Telephone Number:	720-409-5091
Square Footage Of Facility:	360,000
Square Footage Cleaned Annually:	676,944

Facility/Company Name:	Charles Schwab Campus /
Address:	Charles Schwab 9800 Schwab Way Lone Tree, CO 80124
Contact Name:	Katie Engelking
Contact Telephone Number:	720-418-2718
Square Footage Of Facility:	360,600
Square Footage Cleaned Annually:	700,000

Facility/Company Name:	Progressive Voyager /
Address:	Progressive Insurance 12710 Voyager Parkway Colorado Springs, CO 80921
Contact Name:	Connie Compton
Contact Telephone Number:	719-432-0935
Square Footage Of Facility:	264,400
Square Footage Cleaned Annually:	635,334

Facility/Company Name:	Bemis Library /
Address:	City of Littleton 6014 South Datura St. Littleton, CO 80120
Contact Name:	Meredith Gipson
Contact Telephone Number:	303-795-3962
Square Footage Of Facility:	25,000
Square Footage Cleaned Annually:	62,000

# EXHIBIT #2

## REFERENCE FORM: HOT WATER EXTRACTION CLEANING METHOD

The contractor has successfully used the low moisture extraction, and the specified cleaning procedures, in a planned, preventative program, on the following projects:

Facility/Company Name:	Multiple Facilities/
Address:	Arapahoe Library District 12855 East Adam Avenue St. Cir. Centennial, CO 80112
Contact Name:	Jose Ortiz
Contact Telephone Number:	303-792-8999 Ex: 19315
Square Footage Of Facility:	136,000
Square Footage Cleaned Annually:	450,000

Facility/Company Name:	Multiple Facilities/
Address:	Citywide Banks 13741 E. Mississippi Av. #103 Aurora, CO 80012
Contact Name:	Lori Grasso
Contact Telephone Number:	720-535-6212
Square Footage Of Facility:	72,500
Square Footage Cleaned Annually:	145,000

Facility/Company Name:	Group Voyager / Globus Cosmos
Address:	5301 S. Federal Blvd. Littleton, CO 80123
Contact Name:	Mark Liveris
Contact Telephone Number:	303-703-7000 Ex: 7759
Square Footage Of Facility:	33,500
Square Footage Cleaned Annually:	49,500

Facility/Company Name:	ADP / Broadridge
Address:	4725 Independence St. Wheat Ridge, CO 80033
Contact Name:	Kenny Giammaria
Contact Telephone Number:	303-490-6066 Ex: 66066
Square Footage Of Facility:	24,200
Square Footage Cleaned Annually:	132,300

## ADDENDUM 1

## EXHIBIT #3

**CHEMICAL FACT SHEET:** List ALL of the cleaning products and chemicals that will be utilized on this project.

Product Manufacturer M.S.D.S. Attached

Maxpak Traffic Lane Cleaner by Sternway yes

Crystal Dry by R. E. Whittaker yes

Suds Eater Defoamer by Adco Pro yes

## MATERIAL SAFETY DATA SHEET

Complies with OSHA Hazard Communication Standard 29 CFR 1910.1200.

R.E. Whittaker Co.  
302 South Croton Avenue  
P.O. Box #989  
New Castle, PA. 16103 USA

Emergency Phone: (800) 535-5053  
Information Phone: (724) 658-8568  
Date Prepared: March 6, 2008

### HMIS Ratings

Health: 1  
Flammability: 0  
Reactivity: 0  
Personal Protection: None required

(0 = minimal, 1 = slight, 2 = moderate, 3 = serious, 4 = extreme)

### SECTION I - Product Identification

Product Name: **CRYSTAL DRY® EXTRA - Carpet Cleaning Agent** (Item Code CDX-2)

### SECTION II - Composition/Information on Ingredients

Components (Specific Chem. Ident.)	CAS Number	OSHA PEL	ACGIH TLV
Ammonium Lauryl Sulfate	2235-54-3	N/E	N/E

### SECTION III - Physical/Chemical Characteristics

Appearance:	Clear colorless liquid	Odor:	Odorless
Boiling Point:	212°F	Melting Point:	32°F
Evaporation Rate (Butyl Acetate=1):	<1	Density:	8.50 lbs/gal
Vapor Pressure (mm Hg):	Unknown	Solubility in Water:	Complete
Vapor Density (AIR=1):	Heavier than air	pH:	8.4

### SECTION IV - Fire and Explosion Hazard Data

Flash Point:	None	Flammable Limits:	N.A.
Extinguishing Media:	N.A.	Fire Fighting Procedure:	None
Unusual Fire & Explosion Hazards:	None		

### SECTION V - Reactivity Data

Stability:	Stable
Materials to Avoid:	Do not mix with other cleaners or chemicals
Conditions to Avoid:	None known
Hazardous Decomposition or Byproducts:	None known, hazardous polymerization will not occur

### SECTION VI - Health Hazard Data

Product hazard classification:	None
Carcinogenic ingredients:	None
Effects of overexposure:	Ingestion may cause nausea or diarrhea. May cause temporary irritation to eyes and skin.
Medical Conditions aggravated by use:	Unknown

### Emergency & First Aid Procedures:

Ingestion-	Non-toxic material. Drink plenty of water, consult a physician immediately.
Inhalation-	Remove person to fresh air immediately, consult a physician.
Skin/Eye Contact-	Rinse with water immediately for 10 minutes, consult a physician if irritation persists.

### SECTION VII - Precautions for Safe Handling and Use

In Case of Spill:	Mop up, wet vacuum or use absorbent material (sand, clay, sawdust). Rinse area with water to prevent slipping.
Waste Disposal Method:	Dispose of in accordance with all federal, state, and local regulations.
Storing & Handling Precautions:	Do not store near heat. Do not freeze.
Other Precautions:	If frozen, allow to thaw to room temperature. Mix before using.

### SECTION VIII - Control Measures

Respiratory Protection:	None required	Protective Gloves:	None required
Eye Protection:	None required	Ventilation:	Use only in well ventilated areas
Mechanical (general):	None required	Work/Hygienic Practices:	Follow good manufacturing and housekeeping practices

Other Protective Clothing or Equipment: None required

### SECTION IX - Special Precautions - None

### SECTION X - Department of Transportation

Shipping Hazard Classification: None

### DISCLAIMER

The information contained herein was obtained from current and reliable sources. However, the data is provided without any warranty, expressed or implied, regarding its correctness or accuracy. Since the conditions for use, handling, storage, and disposal of this product are beyond the manufacturer's control, it is the user's responsibility both to determine safe conditions for use of this product and to assume liability for loss, injury, damage, or expense arising from the product's improper use. No warranty, expressed or implied, regarding the product described herein shall be created or inferred from any statement or omission in this MSDS. Various government agencies (e.g., DOT, EPA, FDA) may have specific regulations concerning the transportation, handling, storage, use, or disposal of this product which may not be reflected in this MSDS. The user should review these regulations to ensure full compliance.

CDX-2



# MATERIAL SAFETY DATA SHEET

NFPA Designation 704  
DEGREE OF HAZARD  
4 - EXTREME  
3 - HIGH  
2 - MODERATE  
1 - SLIGHT  
0 - INSIGNIFICANT



May be used to comply with OSHA's Hazard  
Communication Standard, 29 CFR 1910, 1200.  
Standard must be consulted for specific requirements.

U.S. DEPARTMENT OF LABOR Occupational  
Safety and Health Administration (Non-Mandatory  
Form) Form-Approved OMB No. 1218.0072

<b>CHEMICAL NAME</b> MaxPak™ Traffic Lane Cleaner		<b>PRODUCT USAGE</b> Carpet Preconditioner	
<b>SECTION I</b>			
<b>Manufactured For:</b>	Steam Way International, Inc.	<b>Emergency Telephone Number:</b>	(303) 355-3566
<b>Address:</b>	4550 Jackson Street	<b>Telephone Number For Information:</b>	(303) 355-3566
<b>City, State, Zip</b>	Denver, CO 80216	<b>Date Prepared:</b>	January 5, 2000 Updated: July 22, 2004

<b>SECTION II - Ingredient Information</b>	
<b>Hazardous Components (If component is non-hazardous, specify by * designation) (Specific Chemical Identity: CAS#)</b>	<b>% (optional)</b>
Ethylene Glycol Butyl Ether (C.A.S. #111-76-2) OSHA PEL~ 25ppm, ACGIH TLV-TWA - 25 ppm	<10
Tetrapotassium Pyrophosphate* (C.A.S. #7320-34-5)	<25
Water* (C.A.S. #007732-18-5)	

<b>SECTION III - Physical/Chemical Characteristics</b>			
<b>Boiling Point</b>	100°C	<b>Specific Gravity (H<sub>2</sub>O=1)</b>	1.068
<b>Vapor Pressure (mm Hg.)</b>	N.D.	<b>Melting Point</b>	N.D.
<b>Vapor Density (Air=1)</b>	N.D.	<b>Evaporation Rate (Butyl Acetate=1)</b>	N.D.
<b>Solubility Rate</b>	100%	<b>Percent Volatile by Volume (%)</b>	N.D.
<b>Appearance and Odor</b> opaque liquid			

<b>SECTION IV - Fire and Explosion</b>			
<b>Flash Point (Method Used)</b>	>200°F (TCC)	<b>Flammable Limits</b>	N.A.
		<b>UEL</b>	N.A.
		<b>LLH</b>	N.A.
<b>Extinguishing Media</b> Use water, carbon, dioxide, dry powder extinguisher, or other media appropriate for materials actually involved in fire			
<b>Special Fire Fighting Procedures</b> None known			
<b>Unusual Explosion Hazard</b> None known			

Reproduce Locally

OSHA 174 Equivalent, Sept. 1985

## SECTION V - Reactivity Data

Stability	Unstable	Conditions to Avoid
		None known
	Stable X	

**Incompatibility (Materials to Avoid)**

Avoid strong oxidizing materials and acids

**Hazardous Decomposition or by-Products**

Exposure to fire may liberate carbon dioxide, carbon monoxide, water and other unidentified thermal decomposition products from this product or its packaging

Hazardous Polymerization	May Occur	Conditions to Avoid
		None
	Will Not Occur X	

## SECTION VI - Health Hazard Data

**Health Hazards (Acute and Chronic): Rout(s) of Entry/Signs and Symptoms of Exposure**

Routes of entry are inhalation, eyes, skin, and ingestion. Excessive exposure to inhalation may cause respiratory irritation. Contact with eyes may cause moderate eye irritation. Prolonged skin contact may cause itching and burning at contact sight. Ingestion of large amounts may cause gastrointestinal irritation with injury.

**Emergency and First Aid Procedures**

If inhalation irritation occurs, remove person to fresh air. Seek medical attention if irritation persists. In case of eye contact, flush with water for 10 - 15 minutes. If irritation persists, consult a physician. In case of skin irritation, flush with water for 10-15 minutes. If irritation persists, seek medical attention. Launder any contaminated clothing before wearing again. If ingested, do not induce vomiting. If patient is fully conscious, give large amounts of water to dilute. Seek medical attention.

**Carcinogenicity: NTP? IARC Monographs? OSHA Regulated?**

None known

**Medical Conditions Generally Aggravated by Exposure**

None known

## SECTION VII - Precautions For Safe Handling And Use

**Steps to be taken in Case Material is Released or Spilled**

Prevent further spillage of material. Contain spill.

**Waste Disposal Method**

Small quantities may be flushed to sanitary sewage treatment system in accordance with local, state, and federal regulation. With larger quantities, consult with local regulatory agency.

**Precautions To Be Taken In Handling And Storing**

Keep out of reach of children. Keep container closed. Store in a cool dry location. Avoid freezing or extended storage in high temperatures.

**Other Precautions**

None

## SECTION VIII - Control Measures

**Respiratory Protection (Specific Type)**

Respirator not normally required when used with adequate ventilation

Ventilation	Local Exhaust	Special
	Normal room ventilation is adequate	
	Mechanical (General)	Other

**Protection Gloves**

Use rubber of NBR gloves to avoid long term exposure or for repeated exposure

**Eye Protection**

Use splash goggles when handling concentrate

**Other Protective Clothing or Equipment**

Standard work clothing

**Work/Hygienic Practices**

To the best of our knowledge, the information contained herein is accurate. However, neither Steam Way International, Inc., its suppliers, nor its distributors assumes any liability whatsoever for the accuracy or completeness of the information. Final determination of the suitability of any material is the sole responsibility of the user. All materials may present unknown health hazards and should be used with caution. Although certain hazards may be described herein, we cannot guarantee that these are the only hazards which exist. Information herein is given in good faith, but no warranty, expressed or implied, is made.

**SAFETY DATA SHEET****SUDS EATER DEFOAMER**

Page 1 of 2

Date: October 4, 2012  
Prepared by: Dana OberhillFormer date: January 5, 2009  
Reviewed by: Rich Schilz**1. IDENTIFICATION OF THE CHEMICAL AND OF MANUFACTURER**

Trade name SUDS EATER DEFOAMER Product Code: 2-960301  
The Intended use of the product is a defoamer for carpet cleaning tanks to break down foam and prevent damage to vacuum meters and blowers.  
Standard industrial classification: 2842  
Manufacturer: Adco Pro Cleaning Supply Co.  
5285 Fox Street  
Denver, CO USA 80216  
303-373-4779 Telephone  
1.4.1 FOR CHEMICAL EMERGENCY OR INGESTION, CALL CHEM-TEL, INC.  
(USA, Canada & U.S. Virgin Islands) 1-800-255-3924 OR INTERNATIONAL CALL COLLECT 1-813-248-0585

**2. COMPOSITION/INFORMATION ON INGREDIENTS**

2.1 Hazardous Ingredients

2.1.1 CAS #	EINECS #	2.1.2 Name	2.1.3 Concentration	2.1.4 Warning, Risk phrases
7732-18-5	231-791-2	Water	<90%	None

2.1.5 Two Confidential Ingredients: Aminosilicone fluid, 30-60% (R36/38); preservative, <1% (R20/21/22)  
2.1.6 No confidential components listed dangerous less than 1 percent each.  
2.1.7 Other information: Acidic

**3. HAZARDS IDENTIFICATION**

**Human:** This product may cause irritation to eyes, skin and respiratory system. If swallowed the product may cause irritation to mucous membranes. Avoid contact with strong oxidising agents.  
**Environment:** This product is unlikely to accumulate in aquatic environment.

**6. ACCIDENTAL RELEASE MEASURES**

Sweep up spills for re-use or disposal. Large spills should be treated with dry absorbent and disposed at legal waste disposal site. Check local authority for proper disposal methods. Do not mix with other waste materials.

**4. FIRST AID MEASURES**

**Eye Contact:** Flush with water for at least 15 minutes. If irritation persists, seek medical attention.  
**Skin Contact:** Wash with soap and water. If irritation persists, seek medical attention.  
**Inhalation:** Remove to fresh air. If trouble with breathing persists, seek medical attention.  
**Ingestion:** Wash out mouth with water. Do not induce vomiting. Dilute with one to two glasses of water. If irritation persists, seek medical attention.

**7. HANDLING AND STORAGE**

Handle with best business practices. Keep this product stored away from food, drink and animal feeding stuffs. Keep out of the reach of children. Store in a cool and dry area.

**5. FIRE-FIGHTING MEASURES**

The product is non-combustible; use suitable extinguishing media for the surrounding fire.  
Self-contained breathing apparatus (SCBA) with full protective bunker gear for fire fighters.  
This product is unlikely to support combustion as it is not combustible and not an oxidiser.  
Exposure hazardous: decomposition of product may be oxides of carbon and silicone.

**8. EXPOSURE CONTROLS/PERSONAL PROTECTION**

Exposure limit values: None found

**Exposure controls:**  
Avoid contact with eyes, skin or clothing. Avoid ingesting the product as it may cause irritation.  
Wear chemical impermeous gloves to protect exposure to your hands. Wear chemical safety goggles or glasses to protect your eyes.

**9. PHYSICAL AND CHEMICAL PROPERTIES**

The product is a cloudy white liquid with a mild silicone odour.

Important health, safety and environmental information

pH	5.5
Boiling point/boiling range	>100°C (212°F)
Freezing point	<0 °C (32°F)
Flash point(TCC)	NA
Flammability (solid, gas)	NA
Explosive properties	Not explosive
Oxidising properties	Not an oxidiser
Vapour pressure	Very low
Relative density	Greater than water
Solubility	100% in water
Specific gravity	1.00
RVOC%	0.00

**10. STABILITY AND REACTIVITY**

The product is stable and will not polymerise. Avoid strong oxidising agents.

Hazardous decomposition of product may be oxides of carbon and silicone.

**11. TOXICOLOGICAL INFORMATION**

Sub-acute, sub-chronic and prolonged toxicity have not been determined.

**12. ECOLOGICAL INFORMATION**

Biodegradability: NA  
Mobility: Soluble in water  
Bio-accumulation: This product is unlikely to accumulate in waterways and will not accumulate in the environment.  
The impact on other organisms has not been determined.

**13. DISPOSAL CONSIDERATIONS**

Dispose in accord with National regulations. Do not mix waste material with other waste materials.

**14. TRANSPORTATION INFORMATION**

Not Regulated.

**15. REGULATORY INFORMATION**

ILO: None  
WHMIS: Irritant  
Risk Phrases: R36/38 – Irritating to eyes and skin  
Safety Phrases: S2 – Keep out of the reach of children  
S13 – Keep away from food, drink and animal feeding stuffs  
S24/25 – Avoid contact with skin and eyes  
S37/39 – Wear suitable gloves and eye/face protection

Special regulations on certain preparations:

HMIS		NFPA
1	Health	1
0	Fire	0
0	Reactivity/Instability	0
B	PPE	

**16. OTHER INFORMATION**

Restrictions on use: Ready to use upon label dilution. This product is intended for professional use only.

Further Information:

Call CHEM-TEL, INC. collect 1- 813-248-0582

Sources of key data used: EU, EEC Directives on the Control of Dangerous Substances and Preparations (67/548/EEC), Council Directive 88/379/EEC, WHMIS, NIOSH and OSHA 29 CFR Part 1910.1200.

This product contains no Prop 65 materials.

This is a revised Safety Data Sheet.

This information is furnished without warranty expressed or implied except that it is accurate to the best knowledge of Adco Pro Cleaning Supply Co. The data and information on the Safety Data Sheet relates only to the specific material designated herein. Adco Pro Cleaning Supply Co. assumes no legal responsibility for use or reliance upon the data.

ADDENDUM 1

EXHIBIT #4

EQUIPMENT FACT SHEET

List ALL of the equipment that will be utilized for this project (include any equipment manufacturer's literature if available):

Vacuum Manufacturer Make and Model Number

Windsor Versamatic Model USE1/B

Pile-Lifter Manufacturer Make and Model Number

R.E. Whittaker SmartCare Twin Model WSC15

Application Equipment Manufacturer Make and Model Number

Mantis Sprayer Model 7444E

Agitation Equipment Manufacturer Make and Model Number

R.E. Whittaker SmartCare Twin Model WSC15

Hot Water Extraction Equipment Manufacturer Make and Model Number

U.S. Products Extractor Model PEX500

Steamway Power Matic Truck-Mount Model Legacy 2100

Steamway Portable Extractor Model 900

ADDENDUM 1

EXHIBIT #5

EXCLUSIONS AND/OR SUBSTITUTIONS

If the contractor is planning to exclude or substitute any procedures or equipment specified in this package, this form must be used to explain the exclusions and/or substitutions:

Technicians will move chairs & trash cans.  
All other items will remain in place.  
We cannot move electronic equipment  
or personal items

We cannot assume responsibility for  
any seam separation or separation  
from the floor.

Some spots & stains may be permanently  
attached to the fibers and  
may not be successfully removed.

Pricing is based on weekday  
evening and weekday night  
hours.

**ADAMS COUNTY FORMAL REQUEST FOR PROPOSAL  
2015.004**

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**Carpet Cleaning for Adams County Facilities**

All documents and Addendum related to this RFP  
will be posted on the Rocky Mountain Bid System at:  
<http://www.rockymountainbidsystem.com/Bids/ViewOpenSolicitations.asp>

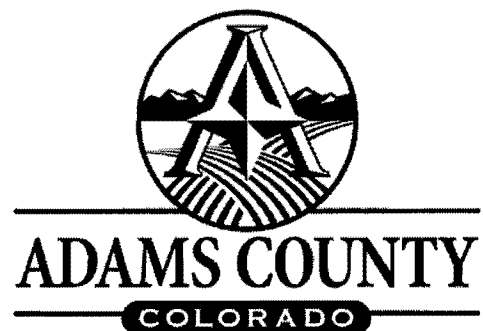
**RFP Issuance: January 29, 2015**

**Written questions regarding this RFP will be accepted through  
February 5, 2015**

**An Addendum to answer submitted questions will be  
issued no later than February 12, 2015**

**Proposal Opening Date: February 19, 2015  
Time: 3:00 p.m.**

**Location: Adams County Government Center  
4430 South Adams County Parkway  
4<sup>th</sup> Floor, C4000A  
Brighton, CO 80601**



## GENERAL INSTRUCTIONS

1. The Adams County Board of Commissioners by and through its Purchasing Division of the Finance Department is accepting proposals for **RFP-BD 2015.004 Carpet Cleaning for Adams County Facilities**.
2. **All documents related to this RFP will be posted on the Rocky Mountain Bid System at: <http://www.rockymountainbidsystem.com/Bids/ViewOpenSolicitations.asp>**
  - 2.1. Vendors must register with this service to receive these documents.
  - 2.2. This service is offered free or with an annual fee for automatic notification services.
3. Written questions may be submitted through February 5, 2015. All questions are to be submitted to Ben DeRomanis, Purchasing Agent by E-mail at [bderomanis@adcogov.org](mailto:bderomanis@adcogov.org).
4. An Addendum to answer all questions will be issued no later than February 12, 2015.
5. Contract Term: The term of the agreement will be for one (1) year with the option to renew for an additional two (2) one-year terms.
6. **Proposals:**
  - 6.1. Sealed proposals for consideration will be received at the office of the Purchasing Division of the Finance Department at the Adams County Government Center, 4430 South Adams County Parkway, Fourth Floor, C4000A Brighton Colorado 80601, up to 3:00 p.m. on February 19, 2015.
  - 6.2. The proposal opening time shall be according to our clock.
  - 6.3. Proposals will be publicly opened and the names of the companies submitting proposals will be read aloud.
  - 6.4. Proposals may be mailed or delivered in person and **must be** in a sealed envelope clearly labeled with Company Name, Proposal Number and Project Title.
  - 6.5. No proposals will be accepted after the time and date established above except by written addenda.
  - 6.6. The proposal must be submitted on a CD or USB drive in a single PDF file. Brochures or other supportive documents may be included with the proposal narrative.
  - 6.7. The two proposal signature pages "**CONTRACTOR'S CERTIFICATION OF COMPLIANCE**" pursuant to Colorado Revised Statute (C.R.S.), § 8-17.5-101, *et seq.*, as amended 5/13/08, and the "**PROPOSAL FORM**" acknowledging the receipt

of addendum(s) must be signed and included as hard copy with the CD or USB drive. These are the **last two pages of the RFP**.

- 6.8. Proposals may not be withdrawn after date and hour set for closing. Failure to enter contract or honor the purchase order will be cause for removal of supplier's name from the Vendor's List for a period of twelve (12) months from the date of this opening.
- 6.9. In submitting the proposal, the vendor agrees that acceptance of any or all proposals by the Purchasing Manager within a reasonable time or period constitutes a contract. No delivery shall become due or be accepted unless a purchase order shall first have been issued by the Purchasing Division.
- 6.10. The County assumes no responsibility for late deliveries of mail on behalf of the United States Post Office or any other delivery system.
- 6.11. 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: **Carpet Cleaning for Adams County Facilities and RFP-BD 2015.004**.
- 6.12. In the event of a situation severe enough to cause the Adams County Board of Commissioners to close the County offices for any reason, the Purchasing Manager has the prerogative of rescheduling the proposal opening time and date. No proposal will be considered above all other proposals by having met the proposal opening time and date requirements to the exclusion of those who were unable to present their proposal due to a situation severe enough to cause the Board of Commissioners to close the County offices.
- 6.13. 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.
- 6.14. No award will be made to any person, firm, or corporation, which is in arrears upon any obligation to the County.
- 6.15. 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 proposal.
- 6.16. The County reserves the right to waive any irregularities or informalities, and the right to accept or reject any and all proposals, including but not limited to:
  - 6.16.1. Any Proposal which does not meet bonding requirements, or,
  - 6.16.2. Proposals which do not furnish the quality, or,
  - 6.16.3. Offer the availability of materials, equipment or services as required by the specifications, description or scope of services, or,
  - 6.16.4. Proposals from offerors who lack experience or financial responsibility, or,
  - 6.16.5. Proposals which are not made to form.

- 6.17. 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.
- 6.18. Issuance of this solicitation does not commit the County to award any Agreement or to procure or Agreement for any equipment, materials or services.
- 6.19. 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 awarded vendor and the Board of County Commissioners and/or their authorized designee.
- 6.20. Only sealed proposals received by the Purchasing Division of the Finance Department will be accepted; proposals submitted telephone, E-mail, or facsimile machines are not acceptable.
7. Adams County is an equal opportunity employer.
8. The County ensures that disadvantaged business enterprises will be afforded full opportunity to submit bids in response to all invitations and will not be discriminated against on the grounds of race, color, national origin, age, gender, or disability in consideration for an award.
9. **INSURANCE:** The Contractor agrees to maintain insurance of the following types and amounts:
- 9.1. Commercial General Liability Insurance: to include products liability, completed operations, contractual, broad form property damage and personal injury.
- |        |                   |             |
|--------|-------------------|-------------|
| 9.1.1. | Each Occurrence   | \$1,000,000 |
| 9.1.2. | General Aggregate | \$2,000,000 |
- 9.2. Comprehensive Automobile Liability Insurance: to include all motor vehicles owned, hired, leased, or borrowed.
- |        |                               |     |
|--------|-------------------------------|-----|
| 9.2.1. | Bodily Injury/Property Damage |     |
|        | \$1,000,000 (each accident)   |     |
| 9.2.2. | Personal Injury Protection    | Per |
|        | Colorado Statutes             |     |
- 9.3. Workers' Compensation Insurance: Per Colorado Statutes
- 9.4. Professional Liability Insurance: to include coverage for damages or claims for damages arising out of the rendering, or failure to render, any professional services.
- |        |                 |             |
|--------|-----------------|-------------|
| 9.4.1. | Each Occurrence | \$1,000,000 |
|--------|-----------------|-------------|
- 9.4.2. This insurance requirement applies only to Contractors who are performing services under this Agreement as professionals licensed under the laws of the

State of Colorado, such as physicians, lawyers, engineers, nurses, mental health providers, and any other licensed professionals.

- 9.5. 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:
  - 9.5.1. 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.
  - 9.5.2. The insurance companies issuing the policy or policies shall have no response against the County for payment of any premiums due or for any assessments under any form of any policy.
  - 9.5.3. Any and all deductibles contained in any insurance policy shall be assumed by and at the sole risk of the Contractor.
- 9.6. 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.
- 9.7. 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.
- 9.8. At any time during the term of this Agreement, the County may require the Contractor to provide proof of the insurance coverage's or policies required under this Agreement.
- 9.9. The Contractor shall not commence work under this contract until they have submitted to the County and received approval thereof, certificates of insurance showing that they have complied with the foregoing insurance.
- 9.10. All referenced insurance policies and/or certificates of insurance shall be issued to include Adams County as an "additional insured." The name of the proposal or project must appear on the certificate of insurance.
- 9.11. 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 covered by the described insurance.
- 9.12. The clause entitled "Other Insurance Provisions" contained in any policy including the County as an additional insured shall not apply to The County.

- 9.13. If any of the said policies shall be or at any time become unsatisfactory to the County as to form or substance, or if a company issuing any such policy shall be or at any time become unsatisfactory to the County, the Contractor shall promptly obtain a new policy, submit the same to the Purchasing Manager of Adams County for approval and thereafter submit a certificate of insurance as herein above provided. Upon failure of the Contractor to furnish, deliver and maintain such insurance as provided herein, this contract, at the election of the County, may be immediately declared suspended, discontinued or terminated.
10. 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.
11. 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 5/13/08, the Contractor shall meet the following requirements prior to signing this Agreement (public contract for service) and for the duration thereof:
- 11.1. 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.
- 11.2. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.
- 11.3. 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.
- 11.4. 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.
- 11.5. 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.
- 11.6. If Contractor obtains actual knowledge that a subcontractor performing work under this public contract for services knowingly employs or contracts with an illegal alien, the Contractor shall: notify the subcontractor and the County within three days that the Contractor has actual knowledge that the subcontractor is employing or contracting

with an illegal alien; and terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to the previous paragraph, the subcontractor does not stop employing or contracting with the illegal alien; except that the Contractor shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

11.7. 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).

11.8. If the 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.

**End General Information**

The remainder of this page is left blank intentionally.

**Statement of Work:**

**12. SERVICES OF THE CONTRACTOR:**

- 12.1. Clean carpet **once a year**, in the designated areas per approximate square footage, for the following buildings:

Justice Center 1100 Judicial Center Drive Brighton, CO 80601 Approx: 121,256 Sq. Ft.	Flat Rock Training Facility 23600 E. 128 <sup>th</sup> Commerce City CO 80602 Approx:      Sq. Ft.
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- 12.2. Clean carpet **two times per year**, in the designated areas per approximate square footage, for the following buildings:

Animal Shelter/Adoption Center 10705 Fulton St. Henderson, CO 80601 Approx: 500 Sq. Ft.	Public Works/Probation Bldg. 4955 E. 74 <sup>th</sup> Avenue Commerce City, CO 80022 Approx: 11,502 Sq. Ft
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- 12.3. Clean carpet **three times a year**, in the designated areas per approximate square footage, for the following buildings:

Honnen Building 7111 E. 56 <sup>th</sup> Ave. Commerce City, CO 80022 Approx: 8,397 Sq. Ft.	Aurora Motor Vehicle 3449 N. Chambers Rd. Aurora, CO 80010 Approx: 3,500 Sq. Ft.
Human Service Building – 1 <sup>st</sup> floor lobby only 7190 Colorado Blvd. Commerce City, CO 80022	Aurora Work Force Business Center 3155 N. Chambers Road, Unit C. Aurora, CO 80011 Approx:              Sq. Ft.
Adams County Service Center 4201 E. 72 <sup>nd</sup> Avenue Commerce City, CO 80022 Approx: 70,960 Sq. Ft.	Adams County Children & Family Center 7401 N. Broadway Denver CO 80221 Approx: 48,000 Sq. Ft
Western Service Center 12200 N. Pecos St. Westminster, CO 80234 Approx: 55,000 Sq. Ft.	Human Services Building 7190 Colorado Blvd. Commerce City, CO 80022 Approx: 50,931 Sq. Ft

Adams County District Attorney Building 1000 Judicial Center Drive Brighton CO 80601 Square feet 65,000	Sheriff Office/Coroner 332 North 19th Avenue Brighton, Colorado 80601 Square feet 28,360
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- 12.4. Provide **one time per month** carpet cleaning for high traffic areas on a time and materials basis for the following areas:

Motor Vehicle – Westminster 8452 Federal Blvd. 4201 E. 72 <sup>nd</sup> Westminster, CO 80031 Approx: 5,390 Sq. Ft	Commerce City Motor Vehicle 4201 E. 72 <sup>nd</sup> Commerce City, CO 80022 Approx: 5,000Sq. Ft
Motor Vehicle - Western Service Center 12200 N. Pecos St. Westminster, CO 80234 Approx: 5,000Sq. Ft.	

- 12.5. Contractor shall provide all labor, equipment, and materials needed to complete carpet cleaning service at all listed locations.
- 12.6. All Motor Vehicle facilities must have an Adams County Facility Operations escort present while in the facility.
- 12.7. The Facility Operations Department will provide a schedule for carpet cleaning service to the awarded company.
- 12.8. Cleaning will occur after 5:00 p.m.
- 12.9. Type of cleaning method will be determined by the Adams County Facility Operations Environmental Services Supervisor prior to the work being done.

### 13. RESPONSIBILITIES OF THE CONTRACTOR:

- 13.1. All employees of the Contractor working on Adams County property are required to pass a CBI background check paid for by the Contractor. A copy of the CBI background checks of these employees will be provided to Adams County Facility Operations.
- 13.2. Contractor will be responsible for any water/chemical damage resulting from cleaning solutions.
- 13.3. Contractor will be responsible for any breaks or damage that occur as a result of the cleaning process.

- 13.4. The Contractor's employees must have some form of visible identification (Uniforms, shirts with company name or name badge) when working at all Adams County buildings.
- 13.5. Contractor is responsible for clean up and properly disposing of all liquids, debris, materials, and equipment. County trash and recycling receptacles are not to be used without prior authorization from the County.

#### **14. APPROVED CLEANING CHEMICALS:**

- 14.1. All chemicals should conform to the individual carpet manufacturer's recommendations.
- 14.2. If the carpet has stain resist qualities and there is a desire to maintain these qualities; the pH of all chemicals should be under 10.0.
- 14.3. The chemicals should contain NO optical brighteners.
- 14.4. Chemicals should be anionic.
- 14.5. M.S.D.S. sheets must be submitted with proposal for all chemicals that will be utilized.
- 14.6. Chemicals should have zero re-soiling characteristics.

#### **15. EQUIPMENT:**

- 15.1. All hot water equipment used shall be or be equal to:
  - 15.1.1. Portable Extractor-High Performance Steam Way 900.
  - 15.1.2. Portable Heating Unit- Magna-Heater HP, manufactured by Steam Way International.
  - 15.1.3. Truck Mount-Odyssey 3100, manufactured by Steam Way International, Denver, Colorado or equal.
  - 15.1.4. The following specifications must be met by all hot water extraction units. All cleaning should be done with a scrub wand. "Walk-behind" machines are not recommended.

Hot Water Extraction Equipment	
Type of unit	Portable
Water Pressure	250 minimum, 450 recommended
Lift	150 minimum, 200 recommended
Air Movement	100 CFM minimum
Water Flow	Min. 1.0 GPM Max. 1.6 GPM
Solution Tank	12 gallon minimum
Recovery Tank	12 gallon minimum
Vacuum Hose	2.0" diameter

Wand/Floor Tool:	
Type	Scrub Wand
Width	10 - 11" maximum
Orifice size	1/2" maximum
Spray Jets	Maximum 2 (8002 to 8004 size)
Heat Capable of achieving continuous <u>cleaning</u> temperatures on the carpet of 130 degrees minimum recommended	

15.2. Low Moisture removal used shall be or be equal to: GLS low moisture machine.

## 16. PROPOSAL SUBMITTALS:

### 16.1. Company Overview and Qualifications:

Describe the qualifications of your company. **Include at a minimum, the following information.** Include other information as you see fit:

- Company background, overview and, statement of capabilities to perform this work including total number of years in business.
- References for Low Moisture Extraction Cleaning Method (Exhibit 1)
- Reference for Hot Water Extraction Cleaning Method (Exhibit 2)
- Chemical Fact Sheet and M.S.D.S. Information (Exhibit 3)
- Equipment Fact Sheet (Exhibit 4)
- Exclusion/Substitution Sheet (Exhibit #5)
- Contractor's Certification of Compliance to Colorado Revised Statute, § 8-17.5-101.
- Proposal Pricing Form and Signature Page

### 16.2. Proposals will be evaluated on the following criteria:

- Price
- References
- Experience
- Adherence to required equipment used
- Overall proposal

## End Statement of Work

The remainder of this page is left blank intentionally.

**Submittal Checklist**

- ☐ Response to RFP
- ☐ Vendor Information Form
- ☐ W-9
- ☐ Contractor's Certification of Compliance
- ☐ Proposal Form
- ☐ References
- ☐ One CD or USB Drive of submitted proposal in a single PDF document

## CONTRACTOR'S CERTIFICATION OF COMPLIANCE

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

CONTRACTOR:

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name (Print or Type)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

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



**PROPOSAL FORM**  
RFP 2015.004 Carpet Cleaning  
for Adams County Facilities

**VENDOR'S STATEMENT**

I have read and fully understand all the special conditions herein set forth in the foregoing paragraphs, and by my signature set forth hereunder, I hereby agree to comply with all said special conditions as stated or implied. In consideration of the above statement, the following proposal is hereby submitted.

\_\_\_\_\_  
Written Amount

\$ \_\_\_\_\_  
Amount

WE, THE UNDERSIGNED, HEREBY ACKNOWLEDGE RECEIPT OF

Addenda # \_\_\_\_\_ Addenda # \_\_\_\_\_  
If None, Please write NONE.

_____ Company Name	_____ Date
_____ Address	_____ Signature
_____ City, State, Zip Code	_____ Printed Name
_____ County	_____ Title
_____ Telephone	_____ Fax
_____ E-mail Address	

EXHIBIT A

**SAMPLE OF PURCHASE OF SERVICE AGREEMENT**

THIS AGREEMENT ("Agreement") is made this \_\_\_\_ day of \_\_\_\_\_ 2014, 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 Winner123, located at Address123, 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 xxxxx and the Contractor's response to the RFP xxxxx attached hereto as Exhibit A, and incorporated herein by reference. Should there be any discrepancy between Exhibit A and this Agreement the terms and conditions of this Agreement shall prevail.
- 1.2. Emergency Services: In the event the Adams County Board of County Commissioners declares an emergency, the County may request additional services (of the type described in this Agreement or otherwise within the expertise of the Contractor) to be performed by the Contractor. If the County requests such additional services, the Contractor shall provide such services in a timely fashion given the nature of the emergency, pursuant to the terms of this Agreement. Unless otherwise agreed to in writing by the parties, the Contractor shall bill for such services at the rates provided for in this Agreement.

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

**3. TERM:**

- 3.1. Term of Agreement: The Term of this Agreement shall be for one-year from the date of this Agreement.
- 3.2. Extension Option: The County, at its sole option, may offer to extend this Agreement as necessary for up to two, one year extensions providing satisfactory service is given and all terms and conditions of this Agreement have been fulfilled. Such extensions must be mutually agreed upon in writing by the County and the Contractor.

**4. PAYMENT AND FEE SCHEDULE:** The County shall pay the Contractor for services furnished under this Agreement, and the Contractor shall accept as full payment for those services, the sum of:

- 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.

EXHIBIT A

**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

## EXHIBIT A

### 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, comprehensive automobile liability, and professional 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. TERMINATION:

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

## EXHIBIT A

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

### 10. MUTUAL UNDERSTANDINGS:

- 10.1. Jurisdiction and Venue: The laws of the State of Colorado shall govern as to the interpretation, validity, and effect of this Agreement. The parties agree that jurisdiction and venue for any disputes arising under this Agreement shall be with Adams County, Colorado.
- 10.2. Compliance with Laws: During the performance of this Agreement, the Contractor agrees to strictly adhere to all applicable federal, state, and local laws, rules and regulations, including all licensing and permit requirements. The parties hereto aver that they are familiar with § 18-8-301, et seq., C.R.S. (Bribery and Corrupt Influences), as amended, and § 18-8-401, et seq., C.R.S. (Abuse of Public Office), as amended, 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).
- 10.3. OSHA: The Contractor shall comply with the requirements of the Occupational Safety and Health Act (OSHA) and shall review and comply with the County's safety regulations while on any County property. Failure to comply with any applicable federal, state or local law, rule, or regulation shall give the County the right to terminate this agreement for cause.
- 10.4. Record Retention: The Contractor shall maintain records and documentation of the services provided under this Agreement, including fiscal records, and shall retain the records for a period of three (3) years from the date this Agreement is terminated. Said records and documents shall be subject at all reasonable times to inspection, review, or audit by authorized Federal, State, or County personnel.
- 10.5. Assign Ability: Neither this Agreement, nor any rights hereunder, in whole or in part, shall be assignable or otherwise transferable by the Contractor without the prior written consent of the County.
- 10.6. Waiver: Waiver of strict performance or the breach of any provision of this Agreement shall not be deemed a waiver, nor shall it prejudice the waiving party's right to require strict performance of the same provision, or any other provision in the future, unless such waiver has rendered future performance commercially impossible.
- 10.7. Force Majeure: Neither party shall be liable for any delay or failure to perform its obligations hereunder to the extent that such delay or failure is caused by a force or

EXHIBIT A

event beyond the control of such party including, without limitation, war, embargoes, strikes, governmental restrictions, riots, fires, floods, earthquakes, or other acts of God.

- 10.8. Notice: Any notices given under this Agreement are deemed to have been received and to be effective: 1) Three (3) days after the same shall have been mailed by certified mail, return receipt requested; 2) Immediately upon hand delivery; or 3) Immediately upon receipt of confirmation that an E-mail was received. For the purposes of this Agreement, any and all notices shall be addressed to the contacts listed below:

Department: Adams County (department name)

Contact:

Address:

City, State, Zip:

Phone:

E-mail:

Department: Adams County Purchasing

Contact:

Address: 4430 South Adams County Parkway

City, State, Zip: Brighton, Colorado 80601

Phone:

E-mail:

Department: Adams County Attorney's Office

Address: 4430 South Adams County Parkway

City, State, Zip: Brighton, Colorado 80601

Phone: 720.523.6116

E-mail:

Contractor: Winner123

Contact:

Address:

City, State, Zip:

Phone:

E-mail:

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

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

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

EXHIBIT A

**11. CHANGE ORDERS OR EXTENSIONS:**

- 11.1. 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 Invitation to Bid, or, if no provision exists, pursuant to the terms of the Change Order.
- 11.2. Extensions: The County may, upon mutual written agreement by the parties, extend the time of completion of services to be performed by the Contractor.

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

- 12.1. The Contractor shall certify participation in the E-Verify Program (the electronic employment verification program that is authorized in 8 U.S.C. § 1324a and jointly administered by the United States Department of Homeland Security and the Social Security Administration, or its successor program) or the Department Program (the employment verification program established by the Colorado Department of Labor and Employment pursuant to C.R.S. § 8-17.5-102(5)) on the attached certification.
- 12.2. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.
- 12.3. The Contractor shall not enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.
- 12.4. At the time of signing this public contract for services, the Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this public contract for services through participation in either the E-Verify Program or the Department Program.
- 12.5. The Contractor shall not use either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this public contract for services is being performed.
- 12.6. If 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

EXHIBIT A

three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

- 12.7. Contractor shall comply with any reasonable requests by the Department of Labor and Employment (the Department) made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. § 8-17.5-102(5).
- 12.8. If Contractor violates this Section, of this Agreement, the County may terminate this Agreement for breach of contract. If the Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the County.

The remainder of this page is left blank intentionally.

EXHIBIT A

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

**Board of County Commissioners**

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Date

**Winner123**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Title

**Attest:**

Stan Martin, Clerk and Recorder

\_\_\_\_\_  
Deputy Clerk

Approved as to Form:

\_\_\_\_\_  
Adams County Attorney's Office

**NOTARIZATION OF CONTRACTOR'S SIGNATURE:**

**COUNTY OF** \_\_\_\_\_)

**STATE OF** \_\_\_\_\_)SS.

Signed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 2014,

by \_\_\_\_\_,

\_\_\_\_\_  
Notary Public

My commission expires on: \_\_\_\_\_

EXHIBIT A

**CONTRACTOR'S CERTIFICATION OF COMPLIANCE**

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

**CONTRACTOR:**

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (Print or Type)

\_\_\_\_\_  
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 REQUEST FOR PROPOSAL 2015.004 ADDENDUM #1**

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## **Carpet Cleaning for Adams County Facilities**

All documents and Addendum related to this BID  
will be posted on the Rocky Mountain Bid System at:  
<http://www.rockymountainbidsystem.com/Bids/ViewOpenSolicitations.asp>

### **RFP ISSUANCE**

Date: January 29, 2015

### **QUESTIONS**

Written questions were accepted through February 5, 2015  
Questions were to be submitted by E-mail to [bderomanis@adcogov.org](mailto:bderomanis@adcogov.org)  
An Addendum to answer submitted questions will be issued no later than  
February 12, 2015

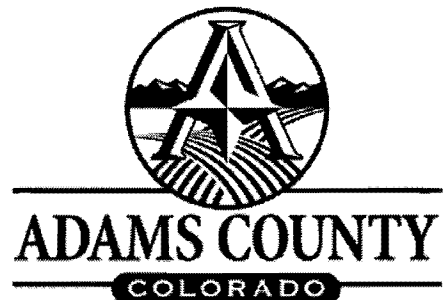
### **RFP OPENING**

Date: February 19, 2015

Time: 3:00 p.m.

Location: Adams County Government Center  
4430 South Adams County Parkway  
4<sup>th</sup> Floor, C4000A  
Brighton, Colorado 80601

No Public Opening



## **2015.004 Carpet Cleaning for Adams County Facilities Addendum #1**

The purpose of this addendum is to provide answers to contractor submitted questions.

1. Can you please provide the square footage estimates for the Flat Rock Training Facility, Human Services Lobby and Aurora Work Force Business Center?

- Flat Rock: 750 square feet
- Human Services Lobby: 2400 square feet
- Aurora work Force: 2400 square feet

2. What is the total of all Adams County Facilities and how often are they to be cleaned?

Square footage estimates and cleaning requirements are listed in the RFP solicitation.

3. Will there be a walkthrough, mandatory or optional, of the County's facilities?

There is no scheduled walk through, mandatory or optional, for this RFP. Many County facilities can be visited by potential proposers on their own accord.

4. Will forms for Exhibits 1 through 5 and a form for individual site pricing be provided or do we create our own?

Yes. The Applicable Forms can be found at the end of the addendum.

5. Is the square footage for the Human Services Building (HSB) 1<sup>st</sup> floor lobby included in the total HSB estimate?

No. The 1<sup>st</sup> floor lobby of the HSB is approximately 2400 square feet. The lobby is to be cleaned on a monthly basis while the building will be services three times per year.

6. Motor Vehicle at 8452 Federal Blvd. presently has hard surface flooring. Should we still submit pricing for the cleaning of 5,390 sq. feet that is cleaned monthly for that facility?

Yes. Please provide costing for this facility as requested.

7. What percentage of each building's square footage is actually carpet? Is the square footage given, the amount of carpet?

The square footage given is in reference to carpeted areas.

8. Who currently holds the contract for carpet cleaning with Adams County?

The contract was last held by Spectra Carpet Cleaning.



**ADAMS COUNTY**  
**COLORADO**

**PROPOSAL PRICING FORM**  
**CARPET CLEANING**

<b>LOCATION</b>	<b># of Cleanings per year</b>	<b>Total Yearly Cost</b>
Animal/Adoption Shelter	2	
Aurora Motor Vehicle	3	
Flat Rock Training Center	1	
Aurora Workforce Business Center	3	
County District Attorney	3	
Children & Family Center	3	
<u>Human Services Building</u> Human Services Building Lobby	<u>3</u> Monthly	
Public Works/Probation	2	
Adams County Service Center	3	
Honnen Bldg	3	
Justice Center	1	
Sheriff's Office Headquarters/Coroners	3	
Westminster Motor Vehicle	Monthly	
Western Service Center	3	
Western Service Center Motor Vehicle	Monthly	
Commerce City Motor Vehicle	Monthly	
<b>TOTAL</b>		
Time and Materials cost	Per Hour	\$

EXHIBIT #1

**REFERENCE FORM: LOW MOISTURE CLEANING METHOD**

The contractor has successfully used the low moisture extraction, and the specified cleaning procedures, in a planned, preventative program, on the following projects:

Facility/Company Name:	
Address:	
Contact Name:	
Contact Telephone Number:	
Square Footage Of Facility:	
Square Footage Cleaned Annually:	

Facility/Company Name:	
Address:	
Contact Name:	
Contact Telephone Number:	
Square Footage Of Facility:	
Square Footage Cleaned Annually:	

Facility/Company Name:	
Address:	
Contact Name:	
Contact Telephone Number:	
Square Footage Of Facility:	
Square Footage Cleaned Annually:	

Facility/Company Name:	
Address:	
Contact Name:	
Contact Telephone Number:	
Square Footage Of Facility:	
Square Footage Cleaned Annually:	

EXHIBIT #2

REFERENCE FORM: **HOT WATER EXTRACTION CLEANING METHOD**

The contractor has successfully used the low moisture extraction, and the specified cleaning procedures, in a planned, preventative program, on the following projects:

Facility/Company Name:	
Address:	
Contact Name:	
Contact Telephone Number:	
Square Footage Of Facility:	
Square Footage Cleaned Annually:	

Facility/Company Name:	
Address:	
Contact Name:	
Contact Telephone Number:	
Square Footage Of Facility:	
Square Footage Cleaned Annually:	

Facility/Company Name:	
Address:	
Contact Name:	
Contact Telephone Number:	
Square Footage Of Facility:	
Square Footage Cleaned Annually:	

Facility/Company Name:	
Address:	
Contact Name:	
Contact Telephone Number:	
Square Footage Of Facility:	
Square Footage Cleaned Annually:	

## ADDENDUM 1

## EXHIBIT #3

**CHEMICAL FACT SHEET:** List ALL of the cleaning products and chemicals that will be utilized on this project.

Product Manufacturer M.S.D.S. Attached

[illegible]

## ADDENDUM 1

### EXHIBIT #4

#### EQUIPMENT FACT SHEET

List **ALL** of the equipment that will be utilized for this project (include any equipment manufacturer's literature if available):

Vacuum Manufacturer Make and Model Number

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Pile-Lifter Manufacturer Make and Model Number

---

Application Equipment Manufacturer Make and Model Number

---

Agitation Equipment Manufacturer Make and Model Number

---

Hot Water Extraction Equipment Manufacturer Make and Model Number

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## ADDENDUM 1

## EXHIBIT #5

## EXCLUSIONS AND/OR SUBSTITUTIONS

If the contractor is planning to exclude or substitute any **procedures** or **equipment** specified in this package, this form must be used to explain the exclusions and/or substitutions:

[illegible]

## ADDENDUM 1

End of Addendum #1