Purchase Order Number 12780

This Number Must Appear on all Invoices, Packing Lists, and Packages

ADAMS COUNTY PURCHASE ORDER

Page

1 of 1

Order Date:

08/20/15

Cost Center:

Requested Date: 08/20/15 1091

Vendor Address Vendor and Shipping Information Ship To Information COLO CARPET CENTER INC Phone: 322-0200 ADAMS COUNTY FACILITY OPERATIONS 7081 E 56TH AVE UNIT B FAX: ADMINSTRATION-SUITE C1700 COMMERCE CITY CO 80022 e-mail: 4430 SOUTH ADAMS COUNTY PARKWAY Delivery: FOB DESTINATION **BRIGHTON CO 80601** VENDOR NUMBER: 63476

Ln	R	Description / Supplier Item	QTY	ИОМ	Unit Price	Extended Price	Account Number	Req. No.
1	0	DA - Carpet CIP Project	QTY	UOM EA	Unit Price 0.0000	Extended Price 353,937.00	Account Number 1114.7845 W 11141501	Req. No.
		erm Tax Rate	7		es Tax			

Net 30 Days

NA

Sales Tax 0.00 Total Order 353,937.00

ACCEPTANCE OF THIS ORDER IS SUBJECT TO THE TERMS AND CONDITIONS ABOVE AND ON THE REVERSE SIDE OF THIS DOCUMENT COLORADO TAX EXEMPT #98-03569

Invoice to: Adams County A/P 4430 S. Adams County Pkwy. Suite C4000A Brighton, CO 80601-8212 720-523-6050

Inquiries to: Adams County Purchasing Department 4430 S. Adams County Parkway, Suite C4000A Brighton, CO 80601-8212 720-523-6050

293232BONASERA, BETHANY K

ADAMS COUNTY AUTHORIZED SIGNATURE

PURCHASE OF SERVICE AGREEMENT

THIS AGREEMENT ("Agreement") is made this 12 day of August 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 Colorado Carpet Center, Inc., located at 7081 East 56th Avenue, Unit B, Commerce City, Colorado 80022, 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. <u>SERVICES OF THE CONTRACTOR:</u>

- 1.1. All work shall be in accordance with the attached IFB 2015.115 Carpet Replacement at the District Attorney's Building and the Contractor's response to the IFB 2015.115 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. <u>Term of Agreement:</u> 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 Three Hundred Fifty-Three Thousand, Nine Hundred Thirty-Seven dollars (\$353,937.00):
 - 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. <u>INDEMNIFICATION</u>: 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.** <u>INSURANCE:</u> The Contractor agrees to maintain insurance of the following types and amounts:
 - 8.1. <u>Commercial General Liability Insurance:</u> 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. <u>Comprehensive Automobile Liability Insurance:</u> 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. <u>Professional Liability Insurance</u>: 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. <u>Adams County as "Additional Insured":</u> 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. <u>Licensed Insurers:</u> 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. <u>Proof of Insurance:</u> 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. WARRANTY:

9.1. The Contractor warrants and guarantees to the County that all work, equipment, and materials furnished under the Agreement are free from defects in workmanship and materials for a period of one year after final acceptance by the County. The Contractor further warrants and guarantees that the plans and specifications incorporated herein are

free of fault and defect sufficient for Contractor to warrant the finished product after completion date. Should the Contractor fail to proceed promptly in accordance with this guarantee, the County may have such work performed at the expense of the Contractor. This section does not relieve the Contractor from liability for defects that become known after one year.

10. TERMINATION:

- 10.1. 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.
- 10.2. 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.

11. MUTUAL UNDERSTANDINGS:

- 11.1. <u>Jurisdiction and Venue</u>: 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.
- 11.2. 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).
- 11.3. <u>OSHA</u>: 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.
- 11.4. <u>Record Retention:</u> 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.

- 11.5. <u>Assignability:</u> 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.
- 11.6. <u>Waiver:</u> 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.
- 11.7. <u>Force Majeure:</u> 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.
- 11.8. 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 District Attorney

Contact: Matthew Evanoff

Address: 1000 Judicial Center Drive City, State, Zip: Brighton, Colorado 80601

Phone: 303.654.3327

E-mail: mevanoff@adcogov.org

Department: Adams County Purchasing

Contact: Bethany Bonasera

Address: 4430 South Adams County Parkway City, State, Zip: Brighton, Colorado 80601

Phone: 720.523.6056

E-mail: bbonasera@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: Colorado Carpet Center, Inc.

Contact: Terry Staab

Address: 7081 East 56th Avenue, Unit B

City, State, Zip: Commerce City, Colorado 80022

Phone: 720.322.0200

E-mail: coloradocarpetcenter@msn.com

- 11.9. <u>Integration of Understanding:</u> 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.
- 11.10. <u>Severability:</u> 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.
- 11.11. <u>Authorization:</u> 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.
- 11.12. <u>Confidentiality:</u> All documentation related to this Agreement will become the property of Adams County. All documentation maintained or kept by Adams County shall be subject to the Colorado Open Records Act, C.R.S. 24-72-201 *et seq.* ("CORA"). The County does not guarantee the confidentiality of any records.

12. CHANGE ORDERS OR EXTENSIONS:

- 12.1. <u>Change Orders:</u> 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.
- 12.2. Extensions: The County may, upon mutual written agreement by the parties, extend the time of completion of services to be performed by the Contractor.
- 13. <u>COMPLIANCE WITH C.R.S. § 8-17.5-101, ET. SEQ. AS AMENDED 5/13/08:</u> 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:
 - 13.1. 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.
 - 13.2. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.
 - 13.3. 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.
 - 13.4. 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.
- 13.5. 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.
- 13.6. 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.
- 13.7. 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).
- 13.8. 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.

Board of County Commissioners Chairman Colorado Carpet Center, Inc. Attest: Stan Martin, Clerk and Recorder 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 17 day of LORI B DETWILER NOTARY PUBLIC STATE OF COLORADO NOTARY ID 20054038223 MY COMMISSION EXPIRES SEPTEMBER 30, 2017

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

My commission expires on: $\frac{9/30}{l}$

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:

Title Tleasure

Colonado Carpet Center, enc. Company Name	7/17/15 Date
Di Dese & Nach Signature	
Noelle P. Staab Name (Print or Type)	

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 FORMAL INVITATION FOR BID 2015.115 Addendum 1

Carpet Replacement at the Adams County District Attorney Building IFB 2015.115

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

BID ISSUANCE Date: April 16, 2015

A mandatory pre-bid walk-through will be held on Saturday, April 25, 2015

Time: 10:00 a.m.

Location: Adams County District Attorney Building 1000 Judicial Center Drive, Brighton, Colorado 80601

QUESTIONS

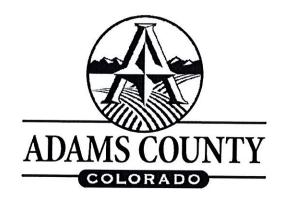
Written questions will be accepted through April 30, 2015 Questions must be submitted by E-mail to bbonasera@adcogov.org An Addendum to answer submitted questions will be issued no later than May 4, 2015

BID OPENING

Date: May 12, 2015

Time: 2:00 p.m.

Location: Adams County Government Center 4430 South Adams County Parkway Brighton, Colorado 80601



2015.115 RFP CARPET REPLACEMENT FOR THE DA OFFICE

The purpose of this Addendum is to answer all submitted questions for RFP 2015.115.

1. Add a separate 3% owners stock to the proposed pricing.

Please add it as a separate cost.

2. The elevated floor in the 1st floor training room: Do you want broadloom or carpet tiles with a rubber edge?

Rubber edging.

3. Is there carpet in the IT Work room?

There is carpet in the IT Work room.

- 4. Microfilm files in Appeals File room: Will they move those or cut around? We will plan on cutting around the Microfilm files.
- 5. The pricing will be based upon TOTAL measurements NOT 55,000 square feet.

End of Addendum 1

ADAMS COUNTY FORMAL INVITATION FOR BID 2015.115

Carpet Replacement at the Adams County District Attorney Building IFB 2015.115

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OUESTIONS

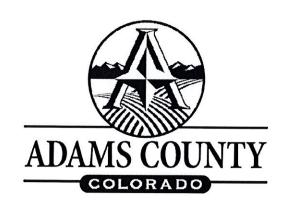
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BID OPENING

Date: May 12, 2015

Time: 2:00 p.m.

Location: Adams County Government Center 4430 South Adams County Parkway Brighton, Colorado 80601



GENERAL INSTRUCTIONS

- 1. The Adams County Board of Commissioners by and through its Purchasing Division of the Finance Department is accepting bids for Carpet Replacement at the Adams County District Attorney Building IFB 2015.115.
- 2. All documents related to this BID 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 April 30, 2015. All questions are to be sub-mitted to Bethany Bonasera, Contract Administrator, by email at bbonasera@adcogov.org.
- 4. An Addendum to answer submitted questions will be issued no later than May 4, 2015.
- 5. There will be a **Mandatory Building Walk-Through** will be held on **Saturday** April 25, 2015 at 10:00 a.m. at:

Adams County District Attorney Building 1000 Judicial Center Drive Brighton, Colorado 80601

6. Bids

- 6.1. Sealed bids 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, Brighton Colorado 80601, up to 2:00 p.m. on May 12, 2015.
- 6.2. The bid opening time shall be according to our clock.
- 6.3. Bids will be publicly opened and read aloud at this time.
- 6.4. Bids may be mailed or delivered in person and **must be** in a sealed envelope clearly labeled with Company Name, Bid Number, and Project Title.
- 6.5. No bids will be accepted after the time and date established above, except by written addenda.

7. Issuance of this invitation does not commit Adams County to award any contract or to procure or contract for any equipment, materials or services.

8. BID REQUIREMENTS

- 8.1. Two (2) copies: One (1) paper original and one (1) CD (single PDF only) of the bid are required. If brochures or other supportive documents are requested, then it is required that two (2) sets be submitted with bid.
- 8.2. All bids must be signed.
- 8.3. Whenever addendum/addenda are required, they must be acknowledged on the bid form in the appropriate space so designated.
- 8.4. Bids may not be withdrawn after date and hour set for closing.
- 8.5. Adams County assumes no responsibility for late deliveries of mail on behalf of the United States Post Office.
- 8.6. Adams County assumes no responsibility for bids being either opened early or improperly routed if the envelope is not clearly marked on the outside: clearly labeled with Company Name, Bid Number, and Bid Name, as follows:

Carpet Replacement at the Adams County District Attorney Building IFB 2015.115

- 8.7. In the event of a situation severe enough to cause the Adams County Board of Commissioners to close Adams County ("County") offices for any reason, the Purchasing Manager has the prerogative of rescheduling the bid opening time and date. No bidder will be considered above all other bidders by having met the bid opening time and date requirements to the exclusion of those who were unable to present their bid due to a situation severe enough to cause the Adams County Board of County Commissioners to close the County offices.
- 8.8. Bids must be submitted on the form as supplied and/or described by Adams County. Failure to bid on the form provided may be cause for the rejection of the bid. Bids must be furnished exclusive of taxes.
- 8.9. No award will be made to any person, firm, or corporation, which is in arrears upon any obligation to the County.
- 8.10. If submitting a joint venture bid or a bid involving a partnership arrangement, articles of partnership stating each partner's responsibilities shall be furnished and submitted with the bid.

- 8.11. The County reserves the right to waive any irregularities or informalities, and the right to accept or reject any and all bids, including but not limited to any bid which does not meet bonding requirements, or bids which do not furnish the quality, or offer the availability of materials, equipment or services as required by the specifications, description or scope of services, or bids from offerors who lack experience or financial responsibility, or bids which are not made to form. The County reserves the right not to award bids to the lowest and most responsive and responsible offeror, and may require new bids.
- 8.12. The Board of County Commissioners may rescind the award of any bid within one week thereof or at its next regularly scheduled meeting; whichever is later, when the public interest will be served thereby.
- 8.13. Only sealed bids received by the Purchasing Division will be accepted; bids submitted by telephone, E-mail, or facsimile machines are not acceptable.
- 8.14. If a formal contract is required, the offeror agrees and understands that a Notice of Award does not constitute a contract or other create a property interest of any nature until an Agreement is signed by the Awardee and the Board of County Commissioners and/or their authorized designee.
- 9. 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. Adams County is an equal opportunity employer.
- 11. **INSURANCE:** The Contractor agrees to maintain insurance of the following types and amounts:
 - 11.1. <u>Commercial General Liability Insurance</u>: to include products liability, completed operations, contractual, broad form property damage and personal injury.

11.1.1. Each Occurrence

\$1,000,000

11.1.2. General Aggregate

\$2,000,000

11.2. <u>Comprehensive Automobile Liability Insurance</u>: to include all motor vehicles owned, hired, leased, or borrowed.

11.2.1. Bodily Injury/Property Damage

\$1,000,000 (each accident)

11.2.2. Personal Injury Protection

Per Colorado Statutes

11.3. Workers' Compensation Insurance:

Per Colorado Statutes

- 11.4. <u>Professional Liability Insurance</u>: to include coverage for damages or claims for damages arising out of the rendering, or failure to render, any professional services.
 - 11.4.1. Each Occurrence \$1,000,000
 - 11.4.2. 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.
- 11.5. 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:
 - 11.5.1.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.
 - 11.5.2. 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.
 - 11.5.3. Any and all deductibles contained in any insurance policy shall be assumed by and at the sole risk of the Contractor.
- 11.6. All insurers of the Contractor must be licensed or approved to do business in the State of Colorado. 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.
- 11.7. Prior to exercising this agreement, the County requires the Contractor to provide proof of the insurance coverage or policies required under this Agreement.
- 11.8. 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.
- 11.9. All referenced insurance policies and/or certificates of insurance shall be issued to include Adams County as an "additional insured." The name of the bid or project must appear on the certificate of insurance.
- 11.10. Underwriters shall have no right of recovery or subrogation against Adams 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.

- 11.11. The clause entitled "Other Insurance Provisions" contained in any policy including Adams County as an additional insured shall not apply to Adams County.
- 11.12. 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. Failure of the Contractor in obtaining and/or maintaining any required insurance shall not relieve the Contractor from any liability under the contract, nor shall the insurance requirements be construed to conflict with the obligations of the Contractor concerning indemnification.
- 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 5/13/08, 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 U.S.C. § 8-1324a and jointly administered by the United States Department of Homeland Security and the Social Security Administration, or its successor program) or the Department Program (the employment verification program established by the Colorado Department of Labor and Employment pursuant to C.R.S. § 8-17.5-102(5)) on the attached certification.
 - 12.2. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.
 - 12.3. The Contractor shall not enter into a contract with a Subcontractor that fails to certify to the Contractor that the Subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.
 - 12.4. At the time of signing this public contract for services, the Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this public contract for services through participation in either the E-Verify Program or the Department Program.
 - 12.5. The Contractor shall not use either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this public contract for services is being performed.

- 12.6. If Contractor obtains actual knowledge that a Subcontractor performing work under this public contract for services knowingly employs or contracts with an illegal alien, the Contractor shall: notify the subcontractor and the County within three days that the Contractor has actual knowledge that the Subcontractor is employing or contracting with an illegal alien; and terminate the subcontract with the Subcontractor if within three days of receiving the notice required pursuant to the previous paragraph, the Subcontractor does not stop employing or contracting with the illegal alien; except that the Contractor shall not terminate the contract with the Subcontractor if during such three days the Subcontractor provides information to establish that the Subcontractor has not knowingly employed or contracted with an illegal alien.
- 12.7. The Contractor shall comply with any reasonable requests by the Department of Labor and Employment (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 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 OF GENERAL INSTRUCTIONS

The remainder of this page left blank intentionally.

SPECIFICATIONS

13. PURPOSE: TO ESTABLISH A CONTRACT FOR CARPET REMOVAL AND INSTALLATION AT THE ADAMS COUNTY DISTRICT ATTORNEY BUILDING. The purpose of this Solicitation is to contract for Carpet Removal and Installation Services as specified herein from a vendor that will give prompt and efficient service to the County. Although this Solicitation specifies an exact location for the carpet removal and installation services for the County; it is understood and agreed that the County may during the term of the contract request additional Carpet Removal and installation services from the successful Vendor. This option, if exercised, is the prerogative of the County and shall be honored by the Vendor throughout the contract period. No guarantees are made that additional services will be requested.

14. Material Specifications

- 14.1. Carpeting Mannington modular carpet tile 24"x24" Baracoa II Color Jump Around
- 14.2. Rubber Base Roppe Type TS 4" cove P 140 Fawn, in rolls, or equivalent. Any equivalents must be approved by Adams County.

15. Scheduling

15.1. A work schedule must be submitted and approved by Adams County Facility Operations within ten (10) days of awarded contract.

16. Workmanship

- 16.1. Installation for carpeting shall follow all applicable guidelines set forth by the manufacturer, Mannington Commercial, as outlined in the attached document: "INSTALLATION PROCEDURES FOR MANNINGTON'S INFINITY AND INFINITY RE MODULAR CARPET TILE"
- 16.2. The Contractor must move and replace all furniture, including cubicle types, as necessary to properly prepare the floor and install the carpet.
- 16.3. The County will operate the HVAC systems during installation to insure proper temperatures are maintained as required by the manufacturer.
- 16.4. Rubber base will be installed per manufacturer's recommendations. The attached document "Roppe Rubber Wall Base Installation" shall be followed if the specified material is used. Otherwise, applicable guidelines will be followed per the respective manufacturer if an equivalent is selected.

- 16.5. If wall repairs are deemed necessary by the Contractor, the area in question will be reviewed with Adams County Facility Operations. If it is agreed that wall repairs are necessary, Adams County Facility Operations will be responsible for this work. This applies to repairs, not preparation, of the walls for the purpose of proper base installation.
- 16.6. A waste disposal container will be provided by Adams County at our expense. Transport of waste materials, including old carpet, molding, etc, will be the responsibility of the Contractor. The Contractor will give Adams County a minimum of 24-hours notice of need to have the waste container placed, reset, emptied, or removed.
- 16.7. All areas of the facility, including work areas, elevators, hallways, and locations used for the cleaning and storage of materials and tools will be protected from damage. Materials used for protection may include, but are not limited to: tarps, plastic sheeting, carpet film, cardboard, or temporary walls. The owner reserves the right to determine the type of protection needed for a specific area.
- 17. Remove and replace approximately 55,000 square feet (to be verified by the bidder) of broadloom carpet and replace with an equivalent amount of modular carpet tile as specified above. See attached drawings for specific layout.
- 18. The Contractor must provide a minimum of a one-year materials and labor warranty.
- 19. Remove and replace wall base in all areas where carpet is installed.
- 20. All proposals will be written as an all-inclusive not to exceed cost for the scope of work based on 55,000 square feet.
- 21. Work is to be completed outside of the regular facility hours, Monday Friday 7:00am to 5:00pm. Certain areas may require adjustment of these hours at the D.A.'s Office discretion.
- 22. All work must be completed by the end of the year (12/31/2015).

23. Completion and Acceptance

- 23.1. The initial punch list, if any, shall be prepared prior to substantial completion.
- 23.2. The Contractor shall work diligently to complete the items on the initial punch list within a reasonable amount of time and will, upon request, provide documentation that will support completion of the initial punch list.
- 23.3. At the time of substantial completion, a final punch list shall be prepared by the owner or its designated representative.

- 23.4. The punch list process may be performed for various phases of the project in accordance with the project schedule. The punch list(s) provided shall be unique to that phase.
- 23.5. The Contractor/Installer shall verify that all doors will swing open and close properly before and after installation.
- 23.6. Upon completion the contractor shall hand all warranties and documents to the Adams County DA Office Facility Operations Supervisor.
- 23.7. All completed work will be inspected by Adams County Facility Operations and any deficiencies shall be corrected within 72 hours of inspection.
- 24. A Colorado and National background check will be required for all persons prior to being granted access to County facilities. The cost of the background checks will be the Contractor's responsibility.
- 25. A minimum of three (3) references must be provided of similar projects. Adams County Facility Operations may visit those references to check quality of work.
- 26. Contractors will provide contact information including addresses of government remodel projects completed in the last three years. Adams County will visit the sites provided to view quality of work.
- 27. Contractor must have the required contractor licensing in Brighton, Colorado.
- 28. Proposal must be accompanied by a Bid Bond (or Certified Check, payable to Adams County) for at least five percent (5%) of the total amount of the Bid.
- 29. A Performance Bond and Surety Bond, each in a penal sum equal to the nearest integral One Hundred Dollars in excess of the estimated Contract Price with corporate surety approved by the County, will be requested for faithful performance of the Contract.
- 30. The Agreement shall be signed by the successful bidder and returned together with the Performance Bond and Surety Bond within ten (10) days after the date of the award.

End of Scope of Work

The remainder of this page is intentionally left blank

Submittal Checklist Submittal Checklist

	Bid Response
	W-9
	Contractor's Certification of Compliance
	Vendor's Statement
П	References

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

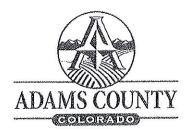


IFB 2015.115 CARPET REPLACEMENT AT THE ADAMS COUNTY DISTRICT ATTORNEY BUILDING

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 bid is hereby submitted.

	\$
Written Amount	Dollars
WE THE UNDERSIGNED HEREBY A	ACKNOWLEDGE RECEIPT OF
Addenda #Ad If None, Please write NONE.	ldenda #
Company Name	Date
Address	Signature
City, State, Zip Code	Printed Name
County	Title
Telephone	Fax
_	
Email Address	



IFB 2015.115 CARPET REPLACEMENT AT THE ADAMS COUNTY DISTRICT ATTORNEY BUILDING

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 bid is hereby submitted.

Three Hundred Fifty Three Thousand Nine Hund	red Thirty Seven \$ 300,837.00			
Written Amount Dollars				
*Including op	tional attic stock and furniture move			
WE THE UNDERSIGNED HEREBY ACKNOW	WLEDGE RECEIPT OF			
	Price Sheet			
If None, Please write NONE.				
Colorado Carpet Center, Inc.	5/12/15			
Company Name	Date			
Company (vaine				
7081 E 56th Ave., Unit B	Miller Her			
Address	-Signature			
Commerce City, CO 80022	Steven Terry Staab			
City, State, Zip Code	Printed Name			
	AND ALTONIA PRINCIPAL VICTOR A NAME COLOR OF A STORE VICTOR OF A COLOR OF A C			
Adams	President			
County	Title			
720-322-0200	720-322-0300			
Telephone	Pax			
coloradocarpetcenter@msn.com				
Email Address				

Colorado Carpet Center, Inc.

Price Sheet For 2015.115 CARPET REPLACEMENT AT THE ADAMS COUNTY JUSTICE CENTER

3% OPTIONAL OVERSTOCK	\$6,416.00
OPTIONAL PRICE TO MOVE FURNITURE	\$28,500.00
TOTAL PROJECT PRICE BASED ON ACTUAL MEASUREMENTS	\$319,021.00

Total:

\$353,937.00

CONTRACTOR'S CERTIFICATION OF COMPLIANCE

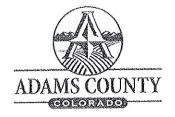
Pursuant to Colorado Revised Statute, § 8-17.5-101, et.seq., as amended 5/13/08, as a prerequisite to entering into a contract for services with Adams County, Colorado, the undersigned Contractor hereby certifies that at the time of this certification, Contractor does not knowingly employ or contract 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.

Colorado Carpet Center, Inc.	5/12/15	
Company Name	Date	
	±	
Steven Terry Staab Name (Print or Type)		

President	
Title	

CONTRACTOR:

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



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 Departmo	ent/Elected Office requesting this form be completed.
Bethany Bonasera	
Employee Name	Department/Elected Office
and the state of the second of anytholds a	
Company Name (Please include dba name, if applicable.)	
Colorado Carpet Center, Inc.	
Company Name	DBA Name (if applicable)
Does this company function solely as a manufacturer rep or o	distributor? YES NO 🔀
If YES, is invoice payment sent to your remit-to address or the If Remit-to, please attach or forward a list of the companies	he manufacturer? with their corresponding remit-to address.
Does this company have more than one location with the san transactions with? YES NOX NO	
Remit-To Information (Invoice Payment):	
Colorado Carpet Center, Inc.	
Company Name	
7081 E. 56 th Ave., Unit B	Management and the state of the
Address	Address 2
Commerce City	Adams
City:	County
Colorado	80022
State	Zip Code
720-322-0200	720-322-0300
Phone Number	Fax Number
Address for Purchase Orders/Contracts (If different from about	ove.)
Address	Address 2
City	County
State	Zip Code
15	
Phone Number	Fax Number

Colorado Carpet Center, Inc. References May 12, 2015

Project Name	Contact Information
City of Brighton- Carpet Replacement- City Hall 4 th	Bob Brady 303655-2004
Floor- 500 S. 4 th Ave., Brighton	bbrady@brightonco.gov
Littleton Public Schools- Carpet, Resilient & Ceramic-	Ron Lujan (303) 204-3700
Arapahoe High Library- 2201 E Dry Creek Rd, Centennial	rlujan@lps.k12.co.us
Adams County- Carpet Replacement- Adams County	Howard Hampton (303) 227-2385
Service Center- 4201 E 72 nd Ave, Commerce City	hhampton@adcogov.org