

BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION AWARDING A CONTRACT TO KONE ELEVATOR/ESCALATOR FOR
COUNTY-WIDE ELEVATOR MAINTENANCE SERVICES

Resolution No. 2014-035

WHEREAS, Proposals were opened on November 25, 2013, to consider providers for county-wide Elevator Maintenance Services, and,

WHEREAS, KONE Elevator/Escalators submitted the lowest most responsible proposal to perform the work in the amount of \$59,940.00 per year, and,

WHEREAS, the Adams County Facilities Department recommends awarding the Elevator Maintenance Service to KONE Elevator/Escalators, and,

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the contract be awarded to KONE Elevator/Escalators in the amount of \$59,940.00.

BE IT FURTHER RESOLVED that the Chairman is hereby authorized to sign the contract with KONE Elevator/Escalators after approval as to form is completed by the County Attorney's Office.

Upon motion duly made and seconded the foregoing resolution was adopted by the following vote:

Henry _____ Aye
Tedesco _____ Aye
Hansen _____ Aye

Commissioners

STATE OF COLORADO)
County of Adams)

I, Karen Long, County Clerk and ex-officio Clerk of the Board of County Commissioners in and for the County and State aforesaid do hereby certify that the annexed and foregoing Order is truly copied from the Records of the Proceedings of the Board of County Commissioners for said Adams County, now in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said County, at Brighton, Colorado this 27th day of January, A.D. 2014.

County Clerk and ex-officio Clerk of the Board of County Commissioners
Karen Long:



By:



Deputy

PURCHASE OF SERVICE AGREEMENT

THIS AGREEMENT ("Agreement") is made this 10th day of March 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 KONE Inc., located at 8585 Concord Center Drive, Suite 900, Englewood, CO 80112, 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 2013.251 and the Contractor's response to the RFP 2013.251 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 Contractor) to be performed by Contractor. If County requests such additional services, 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, 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, and approved by the Adams County Board of County Commissioners.

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: fifty nine thousand nine hundred forty dollars (\$59,940.00).

- 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 negligent 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 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.

8.4.3 In lieu of, Contractor will provide an Owners and Contractors Protective Liability policy which will list Adams County as insured. Limits to be \$2,000,000.

8.5. 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.

8.6. 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.

8.7. Proof of Insurance: At any time during the term of this Agreement, the County may require the Contractor to provide proof of the insurance 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. 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: 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 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 Facilities
Contact: Mike Goins
Address: 4430 South Adams County Parkway
City, State, Zip: Brighton, CO 80602
Phone: 720-523-6303
E-mail: mgoins@adcogov.org

Department: Adams County Purchasing
Contact: Jennifer Tierney
Address: 4430 South Adams County Parkway
City, State, Zip: Brighton, Colorado 80601
Phone: 720-523-6049
E-mail: jtierney@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: KONE Inc.
Contact: Randy Howard
Address: 8585 Concord Center Dr.
City, State, Zip: Englewood, CO 80112
Phone: 303-792-3423
E-mail: randy.howard@kone.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 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:

Board of County Commissioners


[Signature] 3-10-14
Chairman Date

KONE Inc.

Michael Bauschka 2-25-14
Signature Date

Michael P. Bauschka _____
Printed Name Title

Corporate Controller Treasurer KONE 4012 F723
Attest:

Karen Long, Clerk and Recorder *Keisha Hus* 
Deputy Clerk

Approved as to Form: *P. Coest*
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: _____


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:

KONE INC
Company Name

MARCH 3, 2014
Date


Signature

RANDALL HOWARD
Name (Print or Type)

SERVICE SALES EXECUTIVE
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

EXHIBIT A

GENERAL INSTRUCTIONS

The Adams County Board of Commissioners by and through its Purchasing Division of Finance is accepting proposals for Elevator Maintenance Services. The elevator maintenance agreement will be a one-year agreement with up to two (2), one-year options to renew.

1. **All documents related to this RFP will be posted on the Rocky Mountain Bid System at:**
<http://www.rockymountainbidsystem.com/Bids/ViewOpenSolicitations.asp>
 - 1.1. Vendors must register with this service to receive these documents.
 - 1.2. This service is offered free or with an annual fee for automatic notification services.
2. Written questions may be submitted through November 14, 2013. All questions are to be submitted to Jennifer Tierney, Contract Administrator by E-mail at jtierney@adcogov.org.
3. An Addendum to answer all questions will be issued no later than November 19, 2013.
4. There will be a **Mandatory Pre-Proposal conference** on November 13, 2013, at 9:00 a.m. at the Adams County Conference Center in Brantner Gulch C. **The day of the Pre-Proposal, the County has arranged for proposers to tour and view the elevators at each of the locations.**
5. Proposals
 - 5.1. 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, Brighton Colorado 80601, up to 2:00p.m. on November 25, 2013.
 - 5.2. The proposal opening time shall be according to our clock.
 - 5.3. Proposals will be publicly opened and the names of the companies submitting proposals will be read aloud.
 - 5.4. 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.
 - 5.5. No proposals will be accepted after the time and date established above, except by written addenda.
 - 5.6. The proposal must be submitted on a CD in a single PDF file not to exceed 20 pages. Brochures or other supportive documents may be included with the proposal narrative.

- 5.7. 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. These are the **last two pages of the RFP**.
- 5.8. 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 months from the date of this opening.
- 5.9. 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 Department.
- 5.10. The County assumes no responsibility for late deliveries of mail on behalf of the United States Post Office or any other delivery system.
- 5.11. 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:

2013.251 Elevator Maintenance

- 5.12. 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 Commissioners to close the County Offices.
- 5.13. Proposal must be submitted in the format supplied/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.
- 5.14. No award will be made to any person, firm or corporation that is in arrears upon any obligation to the County.
- 5.15. 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.
- 5.16. 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:
 - 5.16.1. Any Proposal which does not meet bonding requirements, or,

- 5.16.2. Proposals which do not furnish the quality, or,
 - 5.16.3. Offer the availability of materials, equipment or services as required by the specifications, description or scope of services, or,
 - 5.16.4. Proposals from offerors who lack experience or financial responsibility, or,
 - 5.16.5. Proposals which are not made to form.
- 5.17. 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.
- 5.18. Issuance of this solicitation does not commit the County to award any Agreement or to procure or Agreement for any equipment, materials or services.
- 5.19. If a formal Agreement is required, the Contractor agrees and understands a Notice of Award does not constitute an Agreement or create a property interest of any nature until an Agreement is signed by the Awardee and the Board of County Commissioners and/or their authorized designee.
- 5.20. 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.
6. Adams County is an equal opportunity employer.
7. 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.
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.

- 8.4.1. Each Occurrence \$1,000,000
- 8.4.2. This insurance requirement applies only to Contractors who are performing services under this Agreement as professionals licensed under the laws of the State of Colorado, such as physicians, lawyers, engineers, nurses, mental health providers, and any other licensed professionals.
- 8.5. The Contractor's commercial general liability, and comprehensive automobile liability insurance policies and/or certificates of insurance shall be issued to include Adams County as an "additional insured," and shall include the following provisions:
- 8.5.1. Underwriters shall have no right of recovery or subrogation against the County, it being the intent of the parties that the insurance policies so affected shall protect both parties and be primary coverage for any and all losses resulting from the actions or negligence of the Contractor.
- 8.5.2. The insurance companies issuing the policy or policies shall have no response 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. 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. 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. 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.
- 8.9. 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.
- 8.10. 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.
- 8.11. 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.

- 8.12. The clause entitled "Other Insurance Provisions" contained in any policy including the County as an additional insured shall not apply to the County.
- 8.13. 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.
- 8.14. Any and all deductibles contained in any insurance policy shall be assumed by and at the sole risk of the Contractor.
- 8.15. 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.
9. 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. 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:
 - 10.1. 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.
 - 10.2. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.
 - 10.3. 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.

- 10.4. 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.
- 10.5. 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.
- 10.6. 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.
- 10.7. 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).
- 10.8. 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.

End General Information

The remainder of this page is left blank intentionally.

SCOPE OF WORK

11. Background/General Information

- 11.1 The Adams County Board of Commissioners by and through its Purchasing Agent is accepting proposals from qualified vendors to perform elevator maintenance at ten (10) County facilities. Elevators are located in unincorporated Adams County, the city limits of Brighton and Commerce City.
- 11.2 The County will award only one contractor to perform elevator maintenance.
- 11.3 Unless otherwise specified, the successful contractor shall furnish all labor, supervision, materials, tools, equipment and parts necessary to maintain elevators in four county buildings. The contractor shall include the cost of all required permits, testing and inspections. The successful contractor must be in full compliance with any and all manufacturer specifications, building codes, local, state and federal rules and regulations when submitting this bid.
- 11.4 The contractor will be held accountable for the scheduling and subsequent testing of all elevators.

12. Service Standards

- 12.1 All elevators will be in good repair, in a safe and clean condition. This will be accomplished through general preventative maintenance care, periodic inspections, adjustments and replacement of worn or faulty equipment. It is **mandatory** that all elevators be maintained at a high level and complies with all Local, State and Federal rules and regulations. The Contractor must be able to secure all necessary licenses and meet all requirements of these jurisdictions when submitting the bid.

13. Testing and Inspections

- 13.1 The Contractor shall be required to service, inspect and test all elevator components per Local, State and Federal regulations. Contractor will follow the American National Standard Safety Code for Elevators and Escalators, ANSI A17.1. Contractor will be required to follow the Adams County Facilities Operations policy FMD-007 Contractor Rules. Contractors will be required to include a schedule of when inspection and tests will be conducted and supply a copy of the inspection and tests to Adams County.
- 13.2 The contractor shall be responsible for the cost for all required inspections and tests. Adams County will be responsible for all fees associated with the inspector.
- 13.3 The contractor is responsible in determining if any elevator or component of the elevator is not satisfactory to the inspecting official. The Contractor will submit in writing the deficiencies and plan of action to Adams County immediately.

14. Guidelines

14.1 The Contractor shall accept full responsibility for all elevators and related components when the Contractor receives the signed contract.

15. Elevator Information and Locations

Location	Elevator Type	Qty
Adams County Government Center 4430 South Adams County Parkway Brighton, CO 80601	5 Landing Elevators Manufacture – ThyssenKrupp Model - Tac50-04 Synergy Wheel chair lift Manuf. – Wheelovator	4 1
Adams County Public Works Building 4955 E. 74 th Avenue Commerce City, CO 80022	2 Landing, Otis Hydro LRV Passenger Elevator	1
Adams County Human Services Building 7190 Colorado Boulevard Commerce City, CO 80022	1 Landing, Continental Sidewalk Freight Elevator 7 Landing, Continental Traction, Passenger Elevator	1 3
Adams County Children and Family Center 7401 N. Broadway Denver, CO 80221	4 Landing, U.S. Cable, Passenger Elevator	2
Adams County Justice Center 1100 Judicial Drive Brighton Co. 80601	7 landing Otis elevators. Cars 5–6 do not stop on level 1 7 landing Matot Dumbwaiter 7 landing Otis elevators. Cars 8 – 9 do not stop on level 2 & 3. Car 10 does not stop on 1, 2, 3	7 1 3
Adams County District Attorney’s Building 1000 Judicial Drive Brighton Co. 80601	3 Landing, Otis Hydro LVM Passenger Elevator	2

Location	Elevator Type	Qty
Adams County Detention Facility** 150 N. 19 th Ave Brighton Co 80601	3 Landing Elevators Manuf. – Otis Hydraulic	4
**Personnel scheduled to maintain the Detention Facility will have to successfully pass a C.B.I. background check prior to the acceptance of the contract.	2 Landing Elevator Manufacturer – Dover Hydraulic	1
Adams County Western Service Center 12200 Pecos Street Westminster Co	4 Landing Elevators Manufacture – Elevator Technologies Inc. Model – SS Hydro	2
Adams County Parks and Community Resources 9755 Henderson Road Brighton, CO 80601	ThyssenKrupp Elevator	1

16. Initial Inspection and Testing Costs

16.1 Contractors will be allowed to inspect all elevators to the level necessary to accept total responsibility for the equipment.

16.2 The contractor is required to evaluate all elevators and components and submit in writing to Adams County the condition of all equipment. Should the inspection disclose any present or future problems that may present a danger or hazard to the elevator or passengers, the contractor shall immediately notify Adams County.

16.3 If the contractor should find equipment that does not meet the manufacturer's specifications or standards and is not compliant with all Local, State and Federal regulations the Contractor shall include with the bid for Elevator Maintenance, a separate proposal to rectify any and all problems.

16.4 Service company shall coordinate with inspecting authority and Facility Operations for scheduling of all inspections that the authority is required to witness.

17. Monthly Maintenance Service Costs

17.1 The service technician is to log in with Facility Operations when they arrive at the facility. At the completion of service/inspection the service technician will log out with the Facility Operations Department. The service technician will produce a copy of the service ticket that states the activities completed and time.

17.2 Routine service calls may be made between the hours of 7:00 a.m. and 5:00 p.m. Service calls may be done Monday through Friday in all facilities. Elevators should not be taken out of service during high traffic times whenever possible.

18. Routine and Preventative Maintenance will include, but not limited to the following:

18.1 Thoroughly clean all elevator machine rooms, units and component parts on a monthly basis

18.2 Maintain elevators and components to meet manufacturer's original designed specifications, or to comply with all Local, State and Federal regulations.

18.3 Replace all inoperable or damaged parts.

18.4 Clean all car and hoist way doors, tracks and car tops.

18.5 Clean any and all trash, oil, etc from top of cars and hoist ways.

18.6 Check bearing temperatures, brake action and check for vibrations.

18.7 Check and replace all indicator lights, as needed, on the inside the cars and on each floor.

18.8 Check and repair and/or replace all faulty floor enunciators.

18.9 Clean all litter, dust, oil, etc. from elevator pits monthly.

18.10 Regularly and systematically examine, adjust, lubricate (as required), repair and replace the following if the conditions warrant:

18.10.1 Machine, motor, generator and controller parts, carbon build up, worn gear thrust bearings, the brake magnet coil or brake motor, brake shoes, brushes, motor windings, rotating element, contacts and coils.

18.10.2 Pump, pump motors, operating valves, valve motors, motor windings, leveling valves, plunger packing, exposed piping and hydraulic tanks

18.10.3 Controller, selector and dispatching equipment, leveling devices and cams, all relays, magnet frames, solid state components, resistors, condensers, transformers, contacts, leads, "dashpots", timing devices, "computer devices", steel selector tape and mechanical and electrical driving equipment, resistance for operating an motor circuits, operating circuit rectifiers.

18.10.4 Hoistway door interlocks, hoistway door hangers, bottom door guides, and auxiliary door closing devices and hoist way switches.

18.10.5 Automatic power operated door operator, car door hanger, car door contact, door protective device, car frame platform, car guide rails, car guide shoes, gibs or rollers.

18.10.6 Periodically examine all safety devices and operating mechanisms. Renew all wire ropes as often as necessary to maintain an adequate level of safety or as required by inspecting officials; and equalize the tension on all hoisting ropes.

- 18.10.7 Repair or replace conductor cables, elevator hoistway wiring and machine room elevator wiring, as required.
- 18.10.8 Examine the condition of brake shoe linings.
- 18.10.9 Make a final check for performance
- 18.10.10 Furnish all lubricants and hydraulic fluid
- 18.10.11 Annually provide recalibration services for governor, per code. All tests included must be performed prior to the end of the contract year.
- 18.10.12 Provide five (5) years ANSI safety and all other required tests when due.

19. Wiring Diagrams and Documents

- 19.1 Adams County will provide all the wiring diagrams and documents available but will remain the property of Adams County.

20. 30-Day Expiration Clause

- 20.1 Thirty (30) days prior to the expiration of the contract, a thorough inspection shall be made of all elevator equipment to determine its condition and performance as to whether it is performing properly. Any current repair(s) needed or replacement(s) required as a result of this inspection, shall be corrected by the Contractor, at the contractor's expense, prior to the termination of the contract.

21. Excluded Work and Fees

- 21.1 Repairs, replacements and refinishing of elevator cabs, car enclosures (including removable panels), car gates, plenum chambers, hung ceilings, light diffusers, light tubes and ballasts (within cars), mirrors, carpets, floor coverings, frames and sills, buried piping and car fans. Adams County will be responsible for all fees associated with the inspector.

22. Emergency Calls

- 22.1 Upon receipt of a call from Adams County for an emergency, the Contractor must respond on-site within two (2) hours after the call is made. The service technician must inform Adams County of their arrival, report time spent on repairs, and action taken to correct the problem. Adams County will not incur any transportation costs.

23. Call Back

- 23.1 The Contractor shall be responsible for all callback services and must also respond within two (2) hours after the call is placed.

24. Safety

- 24.1 Contractor must follow all OSHA regulations and the Adams County Facility Operations policy FMD-001 Safety Program.

25. Uniforms

25.1 The Contractor will ensure that all service technicians are properly uniformed in clean, neat and easily identifying the company's name.

26. Service Log

26.1 The Contractor will maintain a service log for each facility where elevators are maintained. This log is to be provided by the Contractor, kept up-to-date by the service technician, and contain all activities and time spent by the service technicians. All logs are to be consistent in each location. Adams County will provide a location for and have access to these logs at each facility.

27. Parts

27.1 The Contractor is required to have a sufficient inventory of new and unused parts necessary to ensure continuous operation and maintenance of Adams County elevator requirements. Only new and unused parts of original manufacture or of equal quality may be used unless prior written approval is obtained from Adams County.

28. Inspection of Vendor Premises

28.1 Prior to the award of a contract and during the term of the contract, an Adams County Purchasing Agent or Authorized representative shall have the right to inspect the supply of parts maintained by the Contractor and to inquire into the methods to be used by the Contractor to obtain parts when they become necessary.

29. Background Checks

29.1 All elevator technicians working in Adams County facilities will be required to have a background check completed at the companies expense. A copy of each background check will be given to Facility Operations for review.

30. **PROPOSAL SUBMITTALS**

30.1 Firm's experience in the industry including:

30.1.1 Number of years the company has been established and an overview of the company including number of employees, certifications, etc.

30.1.2 A minimum of five (5) current references with similar scopes of work include a point of contact and phone number.

30.1.3 Provide a telephone number, a fax number or an e-mail address for a primary and secondary contact persons' name to enable Adams County to contact you.

30.1.4 Bid Form

31. **Award Criteria**- Proposals will be scored on the following criteria:

31.1 Price

31.2 Overall Proposal, ability to perform services, completeness of proposal

31.3 References/Past Performance

31.4 Contract Options

End Scope of Work

The remainder of this page left blank intentionally.

SAMPLE OF PURCHASE OF SERVICE AGREEMENT

THIS AGREEMENT ("Agreement") is made this ___ day of _____ 2013, 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 xxx and the Contractor's response to the RFP xxx 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 Contractor) to be performed by Contractor. If County requests such additional services, 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, 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, and approved by the Adams County Board of County Commissioners.

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 these 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.
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. The 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 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. **The 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 The 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 coverages 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. 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: 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 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.

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 Contractor obtains actual knowledge that a subcontractor performing work under this public contract for services knowingly employs or contracts with an illegal alien, the Contractor shall: notify the subcontractor and the County within three days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to the previous paragraph, the subcontractor does not stop employing or contracting with the illegal alien; except that the Contractor shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.
- 12.7. Contractor shall comply with any reasonable requests by the Department of Labor and Employment (the Department) made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. § 8-17.5-102(5).
- 12.8. If 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 SAMPLE AGREEMENT

Submittal Checklist

- Response to RFP
- W-9
- Contractor's Certification of Compliance
- Proposal Form
- 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

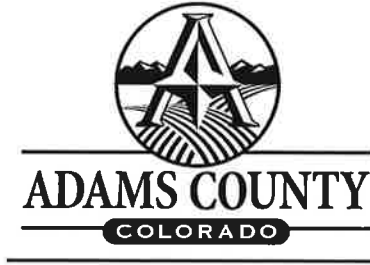
Title

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



**PROPOSAL FORM
ELEVATOR MAINTENANCE**

Location	Cost Initial Inspection and Testing	Cost Monthly Maintenance
Adams County Government Center 4430 South Adams County Parkway Brighton, CO 80601		
Adams County Public Works Building 4955 East 74 th Avenue Commerce City, CO 80022		
Adams County Human Services Building 7190 Colorado Boulevard Commerce City, CO 80022		
Adams County Children and Family Center 7401 North Broadway Denver, CO 80221		
Adams County Justice Center 1100 Judicial Drive Brighton Co. 80601		
Adams County District Attorney's Building 1000 Judicial Drive Brighton Co. 80601		
Adams County Service Center 4201 East 74 th Avenue Commerce City, Co		
Adams County Detention Facility 150 North 19 th Avenue Brighton Co 80601		
Adams County Western Service Center 12200 Pecos Street Westminster Co		
Adams County Parks and Community Resources 9755 Henderson Road Brighton, CO 80601		



PROPOSAL FORM

ELEVATOR MAINTENANCE

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.

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	



ADAMS COUNTY

COLORADO

RFP: Project No. RFP-JT-2013-251
Elevator Maintenance

Elevators
Escalators



Dedicated to People Flow



11/24/2013

KONE Inc.
8585 Concord Center Drive
Suite 900
Englewood, Co.80112
Tel (303) 792-3423
Ext 13434
Fax (799)799 6369
www.kone.com
randy.howard@kone.com

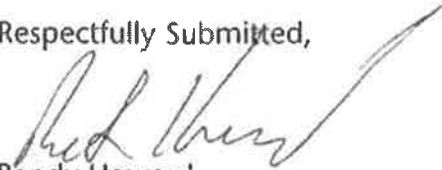
To Adams County:

Kone is pleased to be able to provide the attached response to your RFP -JT-2013-251. We have enclosed our proposal with our very best option. It is an option that will give the Adams County the ability to save on hourly rates and have a contract that has been competitively bid throughout the United States. We have attached the attachment A to the master contract which the City and County of Denver is the host to. We have also attached the extra billing rates for the US Communities contract for 2014.

Kone would also like to add some clarifications to the contract specifications.

1. Neither party shall be liable for Consequential damages
2. Article 7, Indemnification: Kone would like to insert the word "negligent" before the word "performance."
3. Article 8, Insurance. Same as item 2 above.
4. Article 8: Delete the additional insured and waiver of subrogation requirements. Kone Will offer an OCPL Policy with the limits Adams County has specified.

Respectfully Submitted,


Randy Howard

Kone Introduction and History

The Denver Branch Office has been in operation throughout the Rocky Mountain Region since 1959. The Denver service organization is recognized as one of the largest service organizations in the Rocky Mountain Region. We have over 55 factory-trained technicians who provide preventive maintenance and repair on over 3,000 units throughout the district. Our service technicians are supervised by a highly-qualified staff who provide over 65 years of combined expertise in elevator service, repair and modernization.

KONE Inc.'s Denver Construction and Modernization installation crews are guided by our Jeff Tatnall, District Construction Manager. The Denver construction department is recognized as one of the top four in the United States in construction efficiency. We pride ourselves in meeting job schedules on time, along with providing the customer with a high-quality installation. We have installed every type of vertical transportation from the simplest dumbwaiter to the escalators and parabolic power walks at the Denver International Airport to gearless traction elevators in high-rise projects.

Your Kone Representatives: Your primary service technician will be Isaac Cabrera. Isaac has been a technician for 12 years and is a member of the IEUC Local 25 Elevator Union. He has been trained by the Union and Kone on all types of equipment. Some of the projects that Isaac currently maintains are: The City Of Brighton, The City and County Of Denver, United Flight Training Center and Weld County.

Your back up technician is Don Gottbehuet. Don has been a technician for 35 years. He currently maintains Colorado University in Boulder and the City Of Broomfield and will be back up for Isaac.

Your Service Superintendent is Lance Lubick. Lance came to Kone highly recommended for his Customer Service skills in the Airline industry. Lance will oversee any issues that arise that either technician needs assistance with.

I will be your account manager. My Name is Randall Howard. I have been in the elevator industry for over 22 years. I began in the industry in the parts department learning each component from the ground up. I was trained in dispatching, customer service, accounts payable and scheduling crews for repairs. I earned a bachelor's degree at night while working full time and raising a family. Upon graduation, I accepted an account managers position with Kone. I understand what your expectations are and will work hard to ensure your satisfaction.

In addition to the people who are dedicated to Adams County, we also have a complete support staff in our District office. Kone Employs a Repair superintendent, five repair crews, and numerous administrative personnel. Denver is also a District office. Within the office is a District operations manager, Service manager, Construction manager and a sales manager.

KONE Inc. maintains a local inventory in excess of \$150,000.00 of parts to facilitate the maintenance and repair of elevators we maintain on a regular basis. Our local parts inventory is backed by a multi-million dollar, computer-controlled inventory in our Parts Distribution Center (PDC) at our Home Office in Moline, Illinois. In addition to the parts we stock, we can purchase parts from several independent manufacturers of elevator parts. These parts are made to the original manufacturer's specifications. We stock commonly used parts, in metal cabinets, right on the jobsite in the elevator equipment room.



Dedicated to People Flow™



KONE: Proud to be Part of U.S. Communities

KONE Pricing Commitment

KONE is committed to providing the best government pricing solutions which will provide maximum benefit to all U.S. Communities Participating Public Agencies.

The KONE Value Proposition

Elevator maintenance and repair is unique. Pricing is dramatically affected by age, condition, environment, duty, scope and density. KONE's commitment is to provide the best value solution after having a full understanding of the above conditions and the budgetary needs of the Public Agency.

We will provide a consultative approach to understand all the circumstances and needs. We will then develop a value-based proposal with options for short- and long-term considerations to provide or enhance safety, reliability, performance, and protect the integrity of the asset.

KONE participated in the City and County of Denver BPP # ELEVATOR MAINT 05720. After thorough evaluation, KONE was awarded Contract PC 94002 on 1/1/09.

KONE's Green Initiatives

KONE works to improve the environmental efficiency of its solutions by incorporating energy saving technologies, programs and processes that keep the total cost of ownership low while reducing the ecological footprint of buildings.

KONE strives to educate and bring awareness of sustainable development and promote the triple bottom-line benefits delivered through high-performance green buildings.

KONE cooperates with Green Building organizations:

Member of USGBC since 2003

Member of Alliance for Sustainable Built Environments since January 2009

As of March of 2008, 90 percent of KONE's production facilities were certified according to the ISO 14001 standard and are actively continuing the certification work in the rest of its operations. Several of the country's operating units also hold the environmental certificate.

KONE offers the best people flow experience by developing and delivering solutions that enable people to move smoothly, safely, comfortably and without waiting, from one place to another.



Elevators Escalators

8585 Concord Center Drive
Tel (303) 792-3423
Ext 13434
Fax (799)799 6369
Cel 303-598-2915
www.kone.com
randy.howard@kone.com

November 25, 2013

Adams County
4430 South Adams County Parkway
Brighton, Co. 80601

Re: Elevator Maintenance RFP-JT-2013-251

To Whom It may concern:

KONE Elevators/Escalators is proud to be a supplier member of the U.S. Communities™ Program. In accordance with our discussion, we are pleased to attach our proposal to furnish maintenance service for the vertical transportation referenced in Attachment A.

As a registered participant of the U.S. Communities™ Program, you are eligible to receive special pricing for your elevator maintenance service. This special pricing is not being advertised to the general public; it is limited to U.S. Communities™ members only. In addition to the special pricing, you receive the following benefits:

- Established contract terms which saves time in processing the contract and allows public agencies to negotiate purchases of products and services without the need to bid the work
- Special labor and material billing rates
- KONE Remote (Voice) Monitoring Service available at no additional cost to U.S. Communities members
- eOptimum™ Web-Based Reporting System provided at no charge to U.S. Communities members

Thank you for your interest in U.S. Communities™ and KONE. Should you have any questions, or if I can be of any further assistance, please feel free to call me at 303-598-2915.

Sincerely,
KONE Inc.



Randy Howard
Senior Account Executive



KONE participated in the City and County of Denver RFP # ELEVATOR_MAINT_0572U. After thorough evaluation, KONE was awarded Contract PC 94002 on 1/1/09.

The following fifteen (15) pages spell out the terms and conditions of that agreement which become the basis of contract for all units added through the U.S. Communities program. A complete copy of the contract can be viewed online by U.S. Communities members at the following website:

<http://www.uscommunities.org/>



Attachment A

**KONE Inc Proposal to Supply Services under the
U.S. Communities Program
Utilizing the Terms and Conditions of the
City and County of Denver Master Contract
(Reference PC 94002 Dated 10-28-08)**

PROPOSED UNITS & MONTHLY EQUIPMENT PRICING:

<u>Location Address</u>	<u>Elevator</u>	<u>Escalators</u>	<u>Other</u>	<u>Pricing</u>
Various locations as per Specs	33		3	\$ 4,995.00

**KRMS-Elevator Phone Monitoring Y N

**Requires execution and completion on the CIS (Customer Information Sheet) before phones can be programmed to KONE.

APPLICABLE LAW

This Agreement shall be construed and enforced in accordance with, and the validity and performance of shall be governed by, the laws of the State of Colorado.

PERFORMANCE

KONE will systematically examine, maintain, adjust and lubricate the equipment described above. In addition, unless specifically excluded elsewhere, KONE will repair or replace the following if the repair or replacement is, in KONE's judgment, necessitated by normal wear and tear:

HYDRAULIC ELEVATORS

RELAY LOGIC CONTROL SYSTEM

All control system components.

MICROPROCESSOR CONTROL SYSTEM

All control system components. System performance examinations will be conducted to ensure dispatching and motion control systems are operating properly.

POWER UNIT

Pump, motor, valves and all related parts and accessories.

HYDRAULIC SYSTEM ACCESSORIES

Exposed piping, fittings and accessories between the pumping unit and the jack, jack packing, hydraulic fluid, and any heating or cooling elements installed by the original elevator equipment manufacturer for controlling fluid temperature.

CAR EQUIPMENT

All elevator control system components on the car.

WIRING

All elevator control wiring and all power wiring from the elevator equipment input terminals to the motor.

HOISTWAY AND PIT EQUIPMENT

All elevator control equipment and buffers.

RAILS AND GUIDES

Guide rails, guide shoe gibs, and rollers.

DOOR EQUIPMENT

Automatic door operators, hoistway and car door hangers, hoistway and car door contacts, door protective devices, hoistway door interlocks, door gibs, and auxiliary door closing devices.

MANUAL FREIGHT DOOR EQUIPMENT

Switches, retiring cams, interlocks, guide shoes, sheaves, rollers, chains, sprockets, tensioning devices, and counter-balancing equipment.

POWER FREIGHT DOOR EQUIPMENT

Controller, relays, contactors, rectifiers, timers, resistors, solid state components, door motors, retiring cams, interlocks, switches, guide shoes, sheaves, rollers, chains, sprockets, and tensioning devices.

SIGNALS AND ACCESSORIES

Car operating panels, hall push button stations, hall lanterns, emergency lighting, car and hall position indicators, lobby control panels, car operating panels, fireman's service equipment and all other signal, and accessory facilities furnished and installed as an integral part of the elevator equipment. Re-lamping of signal fixtures is included only during KONE's systematic examinations. Service requests related to re-lamping of signal fixtures will be considered billable.

TRACTION ELEVATORS

RELAY LOGIC CONTROL SYSTEM

All control system components.

MICROPROCESSOR CONTROL SYSTEM

All control system components. System performance examinations will be conducted to ensure dispatching and motion control systems are operating properly.

GEARED/GEARLESS MACHINES

All geared and gearless machine components.

WIRING

All elevator control wiring and all power wiring from the elevator equipment input terminals to the motor.

CAR EQUIPMENT

All elevator control system components on the car.

HOISTWAY AND PIT EQUIPMENT

All elevator control equipment, car and counterweight buffers, overspeed governors, governor tension sheave assemblies, and car and counterweight safeties.

RAILS AND GUIDES

Guide rails, guide shoe gibs and rollers.

HOIST ROPES

Hoist ropes will be properly lubricated and adjusted for equalized tension.

DOOR EQUIPMENT

Automatic door operators, hoistway and car door hangers, hoistway and car door contacts, door protective devices, hoistway door interlocks, door gibs and auxiliary door closing devices.

MANUAL FREIGHT DOOR EQUIPMENT

Switches, retiring cams, interlocks, guide shoes, sheaves, rollers, chains, sprockets, tensioning devices, and counter-balancing equipment.

POWER FREIGHT DOOR EQUIPMENT

Controller, relays, contactors, rectifiers, timers, resistors, solid state components, door motors, retiring cams, interlocks, switches, guide shoes,

sheaves, rollers, chains, sprockets, and tensioning devices.

SIGNALS AND ACCESSORIES

Car operating panels, hall push button stations, hall lanterns, emergency lighting, car and hall position indicators, lobby control panels, car operating panels, fireman's service equipment and all other signal and accessory facilities furnished and installed as an integral part of the elevator equipment. Re-lamping of signal fixtures is included only during KONE's systematic examinations. Service requests related to re-lamping of signal fixtures will be considered billable.

ESCALATORS

ESCALATOR SYSTEM COMPONENTS

CONTROL SYSTEM

All control system components.

DRIVE MACHINERY AND MOTOR EQUIPMENT

All drive machine components. The gear case will be periodically drained and flushed to remove sediment and grit and refilled with new gear oil.

WIRING

All escalator control wiring and all power wiring from the escalator equipment input terminals to the motor.

HANDRAIL DRIVE SYSTEM

All handrail drive components.

SAFETY SWITCH SYSTEM

Missing step detector, handrail speed detector, handrail inlet switches, step upthrust inlet switches, combplate impact device, skirt switches, pit and motor stop switches, access cover switches, out-of-level step switches, emergency stop and inspection switches, alarm on the stop switch cover, broken step chain switches, key start switches, and brake temperature switch.

GUIDANCE AND ALIGNMENT SYSTEMS

All steps, guidance and alignment components and demarcation lights. Balustrades and decks will be examined, adjusted, aligned, and properly fastened.

POWER WALKS

POWER WALK SYSTEM COMPONENTS

CONTROL SYSTEM

All control system components and wiring.

DRIVE MACHINERY AND MOTOR EQUIPMENT

All drive machine components. The gear case will be periodically drained and flushed to remove sediment and grit and refilled with new gear oil.

WIRING

All power walk control wiring and all power wiring from the power walk equipment input terminals to the motor.

HANDRAIL DRIVE SYSTEM

Handrail and all handrail drive components.

SAFETY SWITCH SYSTEM

Missing pallet detector, handrail speed detector, handrail inlet switches, comb plate impact device, skirt switches, pit and motor stop switches, access cover switches, out-of-level pallet detector, emergency stop and inspection switches, alarm on the stop switch cover, broken pallet chain switches, and key start switches.

GUIDANCE AND ALIGNMENT SYSTEMS

All pallets, guidance and alignment components, and demarcation lights. Balustrades, decks and skirt panels will be examined regularly, adjusted, properly fastened, and aligned as applicable.

HOURS OF SERVICE

All work covered under this Agreement is to be performed during the regular working hours of regular working days of the elevator trade, unless otherwise indicated herein.

SERVICE REQUESTS (CALLBACKS)

In addition to preventive maintenance, this Agreement covers minor adjustment service requests during the regular working hours of regular working days of the elevator trade, unless otherwise indicated herein. Service requests are defined as minor adjustments, corrections or entrapments that require immediate attention and are not caused by reasons beyond KONE's control. Service requests that require more than one technician or more than two hours to complete will be scheduled as a repair during the regular hours of service.

If Purchaser should require, at any time, service requests (unless included above) to be made on overtime, Purchaser will be charged only for the difference between KONE's regular hourly billing rate and KONE's regular overtime billing rate applicable for each overtime hour worked.

TESTS

KONE will perform the following tests on the equipment:

HYDRAULIC ELEVATOR

A pressure relief test and a yearly leakage test.
A five year witnessed hydro test

KONE is not responsible for damages, either to the elevator equipment or to the building, or for any personal injury or death, resulting from this test(s).

TRACTION ELEVATOR

An annual no load test.

A five (5) year full load test.

KONE is not responsible for damages, either to the elevator equipment or to the building, or for any personal injury or death, resulting from this test.

ESCALATOR

An annual Escalator Step/Skirt Performance Index Test.

POWER WALK

EXCLUSIONS

KONE assumes no responsibility for the following items or services, which are excluded from the Agreement:

GENERAL

KONE shall not be obligated to: perform safety tests other than those specified herein; install new attachments or make equipment changes or adjustments required by new or retroactive code changes; perform tests or correct outstanding violations or deficiencies prior to the effective date of this agreement; make renewals or repairs necessitated by fluctuations in the building AC power systems, adverse machine room or environmental conditions (including temperature variations below 50 degrees and above 90 degrees Fahrenheit), excessive humidity (greater than 95% non-condensing humidity), water damage, prior water exposure, rust, fire, explosion, acts of God, misuse, vandalism, theft, war, acts of government, labor disputes, strikes, lockouts, or tampering with the equipment by unauthorized personnel; repair or replace parts damaged by negligence, misuse or any other cause beyond its control.

OBSOLESCENCE

Obsolete items (including, but not limited to, assemblies, parts, components or systems) are excluded from this agreement and are defined as an item for which the original design is no longer regularly manufactured by the OEM or the original design has been replaced with an item of a different design. No exception to this exclusion will be made for items defined as obsolete above simply because they can be custom made or acquired at any price. Obsolete items and the labor to replace them will be

at the owner's expense. Any modifications to existing equipment necessary to accommodate replacement components will also be at the owner's expense. KONE will not be required to furnish reconditioned or used parts. Once upgraded by KONE, obsolete items will be covered under this Agreement.

ELEVATOR

Refinishing, repairing, replacing or cleaning of car enclosure, telephones or communication devices, fans, computer monitoring systems, gates and/or door panels, door pull straps, hoistway enclosure, rail alignment, hoistway doors, door frames, sills, hoistway gates, finished flooring, power feeders, switches, their wiring and fusing, car light diffusers, ceiling assemblies and attachments, smoke or heat sensors, fireman's phone devices, intercoms, music systems, media displays, card-readers or other security systems, light tubes and bulbs, pit pumps, emergency power generators, hydraulic cylinder, unexposed piping, disposal of or clean-up of waste oil or any contamination caused by leaks in the hydraulic cylinder or unexposed piping. KONE shall not be obligated to perform or keep records of firefighter's service testing, unless specifically included in this agreement.

ESCALATOR AND POWERWALK

Refinishing, repairing, replacing or cleaning of balustrades, pits, pans, sideplate devices, decks, skirt panels, anti-slide devices, brushes, guards and damage or deterioration to skirt deflector brushes. KONE shall not be obligated to make equipment adjustments to achieve Code required Escalator Step/Skirt Performance Index or loaded gap values. Purchaser agrees that escalators are for the sole purpose of transporting passengers.

REMOTE MONITORING

If your unit is equipped with remote monitoring capabilities, KONE reserves the right to utilize this functionality and the phone line for the unit to collect data related to the use and operation of your equipment.

PURCHASER ASSURANCES

Purchaser agrees to: be solely liable for the proper use of this equipment; furnish KONE with a list of authorized personnel responsible for building operations; provide KONE with a complete set of as-built wiring diagrams; shut down the equipment and notify KONE if the equipment is not functioning properly; notify KONE of any injury or accident in or about the equipment (verbal notification immediately and written notification within three days); perform the monthly firefighter's service testing and keep record of such tests, if required and not specifically included elsewhere herein. Purchaser shall not permit anyone other than KONE to perform work covered under this Agreement.

NON-KONE EQUIPMENT

The Purchaser agrees to procure replacement parts or proprietary diagnostic devices from the original equipment manufacturer when requested by KONE. KONE agrees to reimburse owner for the cost of all parts acquired at KONE's request. Purchaser authorizes KONE to produce single copies of the EPROM and/or ROM chips for each unit for the sole purpose of an archive backup of the embedded software to allow for replacement of a defective or damaged chip. These will be stored on the building premises and the Purchaser retains possession.

PERFORMANCE CLAUSE

Purchaser may, at any time and at Purchaser's expense, call for a mutually agreeable independent elevator consulting firm to evaluate KONE's performance within the scope of this Agreement.

If it is found KONE is not complying with the terms of this Agreement, a detailed report shall be submitted to KONE outlining the specific requirements and a minimum period of sixty (60) days shall be allowed for KONE to correct the non-compliances within the scope of this Agreement.

In the event KONE fails to correct the noted material items within the allowed time, Purchaser shall have the right to terminate this Agreement by giving KONE thirty (30) days written notice. Notwithstanding this right, Purchaser remains obligated to pay all outstanding balances owed KONE.

CONTRACT TERM

The service specified will be furnished from the effective date stated herein, and shall continue for an initial term of five years. Either party may terminate this Agreement either at the end of the initial One year term or at the end of any subsequent One year term by giving the other party ninety (90) days written notice, via certified mail, prior to the expiration date of the Agreement, the expiration date being one (1) years from the effective date of this agreement or One(1) years from the effective date of any subsequent renewal term. The parties acknowledge that premature cancellation of this Agreement or delayed notice of termination shall constitute a material breach of contract and the entire remaining amount of the contract will accelerate and become due to KONE as liquidated damages. In the event of the sale, lease or other transfer

of the ownership of the equipment described herein, or the premises in which it is located, Purchaser agrees to see that such Purchaser is made aware of this Agreement and assumes and agrees to be bound by the terms hereof for the balance of the Agreement. KONE may, at its sole discretion, temporarily suspend upon written notice or terminate entirely upon thirty (30) days' written notice this Agreement at any time due to the Purchaser's breach of contract. In the event of circumstances presenting a safety hazard to the riding public or KONE's technicians (including, but not limited to, Purchaser's act of creating or allowing unsafe practices or conditions or Purchaser's failure to authorize necessary repairs or upgrades), KONE may immediately terminate this Agreement in its entirety upon written notice.

PRICE ADJUSTMENTS Capped at no more than 4% per year

The contract price will be adjusted annually, each year of the contract. The payment adjustment will reflect the increase or decrease in labor costs.

CUSTOMER INFORMATION

Who is the building and equipment Owner?		
Legal Name of the Company:		
Address:		
City:	State:	Zip:
Contact Name:	Title:	
Is the Owner tax exempt? <input type="checkbox"/> Yes (If Yes, provide the Tax Exemption Certificate.) <input type="checkbox"/> No		
Federal Tax ID #:		

Where should the invoices be sent?		
Legal Name of the Company:		
Attention:		
Address:		
City:	State:	Zip:
Contact Name:	Title:	
Phone:	Fax:	
Federal Tax ID #:	Email:	

Who will be responsible for paying the invoices?		
Legal Name of the Company:		
Attention:		
Address:		
City:	State:	Zip:
Contact Name:	Title:	
Phone:	Fax:	
Federal Tax ID #:	Email:	

ACCEPTANCE

Service Agreement Effective Date: 01/01/2014

Service Agreement Number: TBD

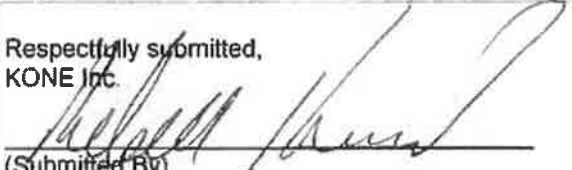
The parties to this service agreement agree to the conditions contained herein:

Signed for and as agent of

(Signature)

(Print Name)

(Print Title)
Date: ___/___/___

Respectfully submitted, KONE Inc.

(Submitted By)

(Approved By) Authorized Representative

(Title)
Date: ___/___/___

What Are the benefits of partnering with Kone?

- 1. Kone has the lowest call back rating in the elevator industry per unit per year. What does that mean for Adams County? It means we spend less time chasing service calls and more time performing maintenance.**
- 2. Kone's online reporting tool E-optimum allows for easy reporting and record keeping. Kone is 100% transparent, meaning Adams County can see what we see. There are numerous uses for E-Optimum, callout history, response time, Invoicing, service calls can be placed with 3 clicks of a mouse and the call is instantly sent to the tech.**
- 3. Kone utilizes Kone Maintenance Methods-task based maintenance not time allotted. Each pieces of equipment has a maintenance task that have to be completed, though out the course of the year the entire elevator system has been gone through.**
- 4. Kone is committed to 100% visits. No other company is as committed as Kone in ensuring we get to every scheduled maintenance module. Each of the technicians supervisors run reports on or around the 20th of each month to see where the techs are**

with completing their routes. If for some reason the tech is behind a plan of action is put in place to ensure we hit the 100 % maintenance visits.

5. Kone has the lowest unit per tech in the industry at 116 units. What this means for Adams County is that Kone doesn't overload the technician's routes with unrealistic expectations. Because of our company wide commitment to 100% visits, we want to ensure the techs can complete their routes.
6. Dynamic dispatching- This is a program on the technicians phone/reporting tool that re-routes the tech to the next closest location via GPS. That keeps our techs from driving around wasting their time.
7. Automatic email notification- Emails designated person when we arrive and complete a service call.
8. Upon completion of any site visit whether it be a maintenance call or a service call, an authorized onsite person with the Adams County will sign the technician's phone and a ticket will be automatically emailed to a designated person with in the Counties facility managements department.
9. Kone is the only elevator contractor with and elevator maintenance with US Communities. This ensures that Adams County is getting the lowest billable rates available.

Kone References

1. University Of Northern Colorado –US Communities
Contact: Dave Nalley
(970) 351-1978
50 Elevators

2. The City Of Greeley –US Communities
Contact: Ed Steffins
(970) 539-6236
23 Elevators

3. The City and County of Denver-US Communities
Contact: Kenton Janzen
(303) 342-2183
43 Elevators

4. United Flight Training Center
Contact : Bob Van Laecke
(303) 780-5268
10-Elevators

5. Colorado Convention Center
Contact: Ed Narey
303-591-9337
26 elevators
26 escalators

6. The City Of Brighton- Us Communities
Contact: Patrick Rome
(720-254-3871)
15 Elevators



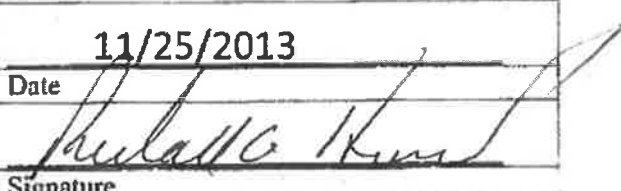
PROPOSAL FORM
ELEVATOR MAINTENANCE

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.

WE, THE UNDERSIGNED, HEREBY ACKNOWLEDGE RECEIPT OF

Addenda # 1 Addenda # _____
If None, Please write NONE.

<u>Kone Inc.</u>	<u>11/25/2013</u>
Company Name	Date
<u>8585 Concord Center Dr #900</u>	
Address	Signature
<u>Englewood, Co. 80112</u>	<u>Randall A. Howard</u>
City, State, Zip Code	Printed Name
<u>Arapahoe</u>	<u>Senior Account Executive</u>
County	Title
<u>303-598-2915</u>	<u>303-799-6369</u>
Telephone	Fax
<u>Randy.howard@kone.com</u>	
E-mail Address	



**PROPOSAL FORM
ELEVATOR MAINTENANCE**

Location	Cost Initial Inspection and Testing	Cost Monthly Maintenance
Adams County Government Center 4430 South Adams County Parkway Brighton, CO 80601	N/C	849.00
Adams County Public Works Building 4955 East 74 th Avenue Commerce City, CO 80022	N/C	90.50
Adams County Human Services Building 7190 Colorado Boulevard Commerce City, CO 80022	N/C	690.50
Adams County Children and Family Center 7401 North Broadway Denver, CO 80221	N/C	181.00
Adams County Justice Center 1100 Judicial Drive Brighton Co. 80601	N/C	2,049.00
Adams County District Attorney's Building 1000 Judicial Drive Brighton Co. 80601	N/C	181.00
Adams County Service Center 4201 East 74 th Avenue Commerce City, Co	N/C	230.00
Adams County Detention Facility 150 North 19 th Avenue Brighton Co 80601	N/C	452.50
Adams County Western Service Center 12200 Pecos Street Westminster Co	N/C	181.00
Adams County Parks and Community Resources 9755 Henderson Road Brighton, CO 80601	N/C	90.50

Monthly Total \$ 4,995.00

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return) KONE Inc.	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification (required): <input type="checkbox"/> Individual/sole proprietor <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input checked="" type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶ _____	
	Address (number, street, and apt. or suite no.) One KONE Court City, state, and ZIP code Moline, IL 61265	Requester's name and address (optional)
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)																																							
Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> on page 3.																																							
Note: If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="9" style="text-align: center;">Social security number</td> </tr> <tr> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> </tr> </table> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="9" style="text-align: center;">Employer identification number</td> </tr> <tr> <td style="width: 20px; height: 20px;">3</td> <td style="width: 20px; height: 20px;">6</td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;">-</td> <td style="width: 20px; height: 20px;">2</td> <td style="width: 20px; height: 20px;">3</td> <td style="width: 20px; height: 20px;">5</td> <td style="width: 20px; height: 20px;">7</td> <td style="width: 20px; height: 20px;">4</td> <td style="width: 20px; height: 20px;">2</td> <td style="width: 20px; height: 20px;">3</td> </tr> </table>	Social security number																		Employer identification number									3	6		-	2	3	5	7	4	2	3
Social security number																																							
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3	6		-	2	3	5	7	4	2	3																													

Part II Certification	
Under penalties of perjury, I certify that:	
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and 3. I am a U.S. citizen or other U.S. person (defined below).	
Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.	
Sign Here	Signature of U.S. person ▶ <i>Donna M. Mayes</i> Date ▶ <i>January 25, 2013</i>

General Instructions
 Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form
 A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

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:

Kone Inc.
Company Name

11-22-13
Date

Randall Howard
Name (Print or Type)

[Signature]
Signature

Senior Sales Executive
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