



NOTICE OF AWARD

Date: April 19, 2016
Contractor: Facility Service Group, LLC
Project: Carpet Cleaning Services Contact(s) for City of Grand Junction Facilities and/or Grand Junction Housing Authority

The City of Grand Junction has considered the Response submitted by the Contractor for the Project Services, in response to the Solicitation.

The Contractor is hereby notified that the Response received from the Contractor for the Project Services as stated in the Contractor's Price Bid Schedule (for the City of Grand Junction **only**) was accepted. The Contractor is hereby awarded all or portions of the Project Services (for City of Grand Junction **only**) described as: Carpet Cleaning Services Contact(s) for City of Grand Junction Facilities and/or Grand Junction Housing Authority, the entire project as itemized in the Solicitation Response.

The Contractor is required to sign and submit the Contract and Certificates of Insurance within ten (10) calendar days of the date of this Notice of Award. The Owner shall also be entitled to such other rights as may be granted by law or the Contract Documents.

The Contractor is required to return an acknowledged copy of this Notice of Award to the Owner.

DocuSigned by:
Duane Hoff
9E789E7D50E14BC

Duane Hoff Jr., Senior Buyer

Receipt of this Notice to Award is hereby acknowledged:

Company: Facility Service Group, LLC
Contractor: _____
Name: Jessica Bourdon - Director of Sales - Gov. Contracting - Facility Service Group LLC
Title: Director of Sales - Government Contracting
Date: 4/25/2016 | 08:05 MT



CITY OF GRAND JUNCTION, COLORADO

CONTRACT

This CONTRACT made and entered into this 19th day of April, 2016 by and between the City of Grand Junction, Colorado, a government entity in the County of Mesa, State of Colorado, hereinafter in the Contract Documents referred to as the "Owner" and Facility Service Group LLC hereinafter in the Contract Documents referred to as the "Contractor."

WITNESSETH:

WHEREAS, the Owner advertised that sealed Responses would be received for furnishing all labor, tools, supplies, equipment, materials, and everything necessary and required for the Project Services described by the Contract Documents and known as Carpet Cleaning Services Contract(s) for City of Grand Junction Facilities and/or Grand Junction Housing Authority IFB-4205-16-DH.

WHEREAS, the Contract has been awarded to the above named Contractor by the Owner for Project Services for the City of Grand Junction contract only, and said Contractor is now ready, willing and able to perform the Services specified in the Notice of Award, in accordance with the Contract Documents;

NOW, THEREFORE, in consideration of the compensation to be paid the Contractor, the mutual covenants hereinafter set forth and subject to the terms hereinafter stated, it is mutually covenanted and agreed as follows:

ARTICLE 1

Contract Documents: It is agreed by the parties hereto that the following list of instruments, drawings, and documents which are attached hereto, bound herewith, or incorporated herein by reference constitute and shall be referred to either as the "Contract Documents" or the "Contract", and all of said instruments, drawings, and documents taken together as a whole constitute the Contract between the parties hereto, and they are fully a part of this agreement as if they were set out verbatim and in full herein:

The order of contract document governance shall be as follows:

- a. The body of this contract agreement
- b. Solicitation Documents for the Project; Carpet Cleaning Services Contract(s) for City of Grand Junction Facilities and/or Grand Junction Housing Authority;
- c. Notice of Award

- d. Contractors Response to the Solicitation
- e. Work Change Requests (directing that changed work be performed);
- f. Field Orders
- g. Change Orders.

ARTICLE 2

Definitions: The clauses provided in the Solicitation apply to the terms used in the Contract and all the Contract Documents.

ARTICLE 3

Contract Work: The Contractor agrees to furnish all labor, tools, supplies, equipment, materials, and all that is necessary and required to complete the tasks associated with the Services described, set forth, shown, and included in the Contract Documents as indicated in the Solicitation Document.

ARTICLE 4

Contract Time: Time is of the essence with respect to this Contract. The Contractor hereby agrees to commence Services under the Contract on or before the date specified in the Solicitation from the Owner.

ARTICLE 5

Contract Price and Payment Procedures: The Contractor shall accept as full and complete compensation for the performance and completion of all of the Services specified in the Contract Documents, the Unit Price amounts as per the Contractor's submitted Price Bid Schedule, for the City of Grand Junction only. If this Contract contains unit price pay items, the Contract Price shall be adjusted in accordance with the actual quantities of items completed and accepted by the Owner at the unit prices quoted in the Solicitation Response. The amount of the Contract Price is and has heretofore been appropriated by the Grand Junction City Council or Mesa County Board of County Commissioners for the use and benefit of this Project. The Contract Price shall not be modified except by Change Order or other written directive of the Owner. The Owner shall not issue a Change Order or other written directive which requires additional work to be performed, which services cause the aggregate amount payable under this Contract to exceed the amount appropriated for this Project, unless and until the Owner provides Contractor written assurance that lawful appropriations to cover the costs of the additional services have been made.

Unless otherwise provided in the Solicitation, monthly partial payments shall be made as the Services progress. Applications for partial and Final Payment shall be prepared by the Contractor and approved by the Owner in accordance with the Solicitation.

ARTICLE 6

Contract Binding: The Owner and the Contractor each binds itself, its partners, successors, assigns and legal representatives to the other party hereto in respect to all

covenants, agreements and obligations contained in the Contract Documents. The Contract Documents constitute the entire agreement between the Owner and Contractor and may only be altered, amended or repealed by a duly executed written instrument. Neither the Owner nor the Contractor shall, without the prior written consent of the other, assign or sublet in whole or in part its interest under any of the Contract Documents and specifically, the Contractor shall not assign any moneys due or to become due without the prior written consent of the Owner.

ARTICLE 8

Severability: If any part, portion or provision of the Contract shall be found or declared null, void or unenforceable for any reason whatsoever by any court of competent jurisdiction or any governmental agency having the authority thereover, only such part, portion or provision shall be effected thereby and all other parts, portions and provisions of the Contract shall remain in full force and effect.

IN WITNESS WHEREOF, City of Grand Junction, Colorado, has caused this Contract to be subscribed and sealed and attested in its behalf; and the Contractor has signed this Contract the day and the year first mentioned herein.

CITY OF GRAND JUNCTION, COLORADO

DocuSigned by:
Duane Hoff
By: _____
Duane Hoff Jr., Senior Buyer

4/25/2016 | 16:27 MT

Date

Facility Service Group LLC

DocuSigned by:
Jessica Bourdon - Director of Sales - Gov. Contracting
By: _____
Jessica Bourdon - Director of Sales - Gov. Contracting

4/25/2016 | 16:27 MT

Date



Purchasing Division



Invitation for Bid

IFB-4205-16-DH

Carpet Cleaning Services Contract(s) for City of Grand Junction Facilities and/or Grand Junction Housing Authority

Responses Due:

March 25, 2016 prior to 3:30 PM MDT

Accepting Electronic Responses Only

Responses Only Submitted Through the Rocky Mountain E-Purchasing System (RMEPS)

<https://www.rockymountainbidsystem.com/default.asp>

(Purchasing Representative does not have access or control of the vendor side of RMEPS. If website or other problems arise during response submission, vendor MUST contact RMEPS to resolve issue prior to the response deadline. 800-835-4603)

Purchasing Representative:

Duane Hoff Jr., Senior Buyer

duaneh@gjcity.org

Phone (970) 244-1545

This document has been developed specifically to solicit competitive responses for this solicitation, and may not be the same as previous City of Grand Junction/Mesa County solicitations. All vendors are urged to thoroughly review this solicitation prior to responding. Submittal by **FAX, EMAIL or HARD COPY IS NOT ACCEPTABLE** for this solicitation.

Invitation for Bids

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Section 1	Instruction to Bidders
Section 2	General Contract Conditions
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1. Instructions to Bidders

- 1.1. Purpose:** The City of Grand Junction and/or Grand Junction Housing Authority are soliciting competitive bids from qualified and interested companies for all labor, equipment, and materials required to provide carpet cleaning services for various facilities and/or apartment complexes. All dimensions and scope of services should be verified by Bidders prior to submission of bids.
- 1.2. The Owner:** The Owner is the City of Grand Junction and/or Grand Junction Housing Authority, Colorado and is referred to throughout this Solicitation. The term Owner means the Owner or his authorized representative.
- 1.3. Submission:** ***Each proposal shall be submitted in electronic format only, and only through the Rocky Mountain E-Purchasing website (<https://www.rockymountainbidsystem.com/default.asp>). This site offers both "free" and "paying" registration options that allow for full access of the Owner's documents and for electronic submission of proposals. (Note: "free" registration may take up to 24 hours to process. Please Plan accordingly.)*** Please view our "Electronic Vendor Registration Guide" at <http://www.gjcity.org/BidOpenings.aspx> for details. (Purchasing Representative does not have access or control of the vendor side of RMEPS. If website or other problems arise during response submission, vendor **MUST** contact RMEPS to resolve issue prior to the response deadline. **800-835-4603**)
- 1.4. Printed Form for Price Bid:** All Price Bids must be made upon the Bid Form attached, and should give the amounts both in words and in figures, and must be signed and acknowledged by the bidder.
- 1.5. Exclusions:** No oral, telephonic, emailed, or facsimile bid will be considered
- 1.6. Contract Documents:** The complete IFB and bidder's response compose the Contract Documents. Copies of these documents can be obtained from the City Purchasing website, <http://www.gjcity.org/BidOpenings.aspx>.
- 1.7. Examination of Specifications:** Bidders shall thoroughly examine and be familiar with the project Statement of Services. The failure or omission of any Bidder to receive or examine any form, addendum, or other document shall in no way relieve any Bidder from any obligation with respect to his bid. The submission of a bid shall be taken as evidence of compliance with this section.
- 1.8. Questions Regarding Statement of Services:** Any information relative to interpretation of Scope of Services or specifications shall be requested of the Purchasing Representative, in writing, in ample time prior to the response time.
- 1.9. Addenda & Interpretations:** All Questions shall be submitted in writing to the appropriate person as shown in Section 1.1. Any interpretations, corrections and changes to this solicitation or extensions to the opening/receipt date shall be made by a written Addendum to the solicitation by the Owner. Sole authority to authorize addenda shall be vested in the Purchasing Representative. Addenda will be issued electronically through the Rocky

Mountain E-Purchasing website at www.rockymountainbidssystem.com. Bidders shall acknowledge receipt of all addenda in their response and are solely responsible for obtaining all solicitation documents.

- 1.10. **Taxes:** The Owner is exempt from State retail and Federal tax. The bid price must be net, exclusive of taxes.
- 1.11. **Offers Binding 60 Days:** Unless otherwise specified, all formal offers submitted shall be binding for sixty (60) calendar days following opening date, unless the Bidder, upon request of the Purchasing Representative, agrees to an extension.
- 1.12. **Collusion Clause:** Each bidder by submitting a bid certifies that it is not party to any collusive action or any action that may be in violation of the Sherman Antitrust Act. Any and all bids shall be rejected if there is evidence or reason for believing that collusion exists among bidders. The Owner may, or may not, accept future bids for the same services or commodities from participants in such collusion.
- 1.13. **Public Disclosure Record:** If the bidder has knowledge of their employee(s) or sub-contractors having an immediate family relationship with an Owner employee or elected official, the bidder must provide the Purchasing Representative with the name(s) of these individuals. These individuals are required to file an acceptable "Public Disclosure Record", a statement of financial interest, before conducting business with the Owner.
- 1.14. **Public Opening:** Responses shall be opened in the City Hall Auditorium 250 North 5th Street, Grand Junction, CO 81501 immediately following the solicitation deadline.

2. General Contract Conditions

- 2.1. **The Contract:** This Invitation for Bid, submitted documents, and any negotiations, when properly accepted by the Owner, shall constitute a contract equally binding between the Owner and Bidder. The contract represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements. The contract may be amended or modified with Change Orders, Field Orders, or Amendment(s).
- 2.2. **Execution, Correlation, Intent, and Interpretations:** The Contract Documents and/or Purchase Order shall be signed by the Owner (Owner) and Contractor. Owner will provide the contract/purchase order. By executing the contract/purchase order, the Bidder represents that they have familiarized themselves with the local conditions under which the services is to be performed, and correlated his observations with the requirements of the Contract Documents. The Contract Documents are complementary, and what is required by any one, shall be as binding as if required by all. The intention of the documents is to include all labor, materials, equipment and other items necessary for the proper execution and completion of the scope of services as defined herein. All drawings, specifications and copies furnished by the Owner are, and shall remain, Owner property. They are not to be used on any other

project, and with the exception of one contract set for each party to the contract, are to be returned to the owner on request at the completion of the services.

- 2.3. The Owner:** The Owner is the City of Grand Junction and/or Grand Junction Housing Authority, Colorado and is referred to throughout the Contract Documents. The term Owner means the Owner or his authorized representative. The Owner shall, at all times, have access to the services wherever it is in preparation or progress. The Contractor shall provide facilities for such access. The Owner will familiarize himself generally with the progress and quality of services and to determine, in general, if the services is proceeding in accordance with the contract documents. The Owner will not be responsible for the acts or omissions of the Contractor, and sub-Contractor, or any of their agents or employees, or any other persons performing any of the services.
- 2.4. Contractor:** The Contractor is the person or organization identified as such in the Agreement and is referred to throughout the Contract Documents. The term Contractor means the Contractor or his authorized representative. The Contractor shall carefully study and compare the General Contract Conditions of the Contract, Specification, Scope of Services, Addenda and Modifications and shall at once report to the Owner any error, inconsistency or omission he may discover. Contractor shall not be liable to the Owner for any damage resulting from such errors, inconsistencies or omissions. The Contractor shall not commence services without clarifying Scope of Services, Specifications, or Interpretations.
- 2.5. Permits, Fees, & Notices:** The Contractor shall secure and pay for all permits, governmental fees and licenses necessary for the proper execution and completion of the services. The Contractor shall give all notices and comply with all laws, ordinances, rules, regulations and orders of any public authority bearing on the performance of the services. If the Contractor observes that any of the Contract Documents are at variance in any respect, the Contractor shall promptly notify the Owner in writing, and any necessary changes shall be adjusted by approximate modification. If the Contractor performs any services knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the Owner, the Contractor shall assume full responsibility and shall bear all costs attributable.
- 2.6. Responsibility for Those Performing the Services:** The Contractor shall be responsible to the Owner for the acts and omissions of all their employees and all sub-contractors, their agents and employees, and all other persons performing any of the services under a contract with the Contractor.
- 2.7. Insurance Requirements:** The selected Contractor agrees to procure and maintain, at its own cost, policy(s) of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by the Contractor pursuant to this Section. Such insurance shall be in addition to any other insurance requirements imposed by this Contract or by law. The Contractor shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to this Section by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types. Contractor shall procure and maintain and, if applicable, shall cause any Subcontractor of the Contractor to procure and maintain insurance coverage listed below. Such coverage shall be procured and

maintained with forms and insurers acceptable to the Owner. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. Minimum coverage limits shall be as indicated below unless specified otherwise:

(a) Worker Compensation: Contractor shall comply with all State of Colorado Regulations concerning Workers' Compensation insurance coverage.

(b) General Liability insurance with minimum limits of:

ONE MILLION DOLLARS (\$1,000,000) each occurrence and
ONE MILLION DOLLARS (\$1,000,000) per job aggregate.

The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, products, and completed operations. The policy shall contain a severability of interests provision.

(c) Comprehensive Automobile Liability insurance with minimum limits for bodily injury and property damage of not less than:

ONE MILLION DOLLARS (\$1,000,000) each occurrence and
ONE MILLION DOLLARS (\$1,000,000) aggregate

This policy shall provide coverage to protect the contractor against liability incurred as a result of the professional services performed as a result of responding to this Solicitation.

With respect to each of Contractors owned, hired, or non-owned vehicles assigned to be used in performance of the Services. The policy shall contain a severability of interests provision. The policies required by paragraph (b) above shall be endorsed to include the Owner, and the Owner's officers and employees as additional insureds. Every policy required above shall be primary insurance, and any insurance carried by the Owner, its officers, or its employees, or carried by or provided through any insurance pool of the Owner, shall be excess and not contributory insurance to that provided by Bidder. No additional insured endorsement to any required policy shall contain any exclusion for bodily injury or property damage arising from completed operations. The Bidder shall be solely responsible for any deductible losses under any policy required above.

2.8. Indemnification: The Contractor shall defend, indemnify and save harmless the Owner, and all its officers, employees, insurers, and self-insurance pool, from and against all liability, suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the Contractor, or of any Contractor's agent, employee, sub-contractor or supplier in the execution of, or performance under, any contract which may result from proposal award. Contractor shall pay any judgment with cost which may be obtained against the Owner growing out of such injury or damages.

- 2.9. Miscellaneous Conditions: OSHA Standards:** All bidders agree and warrant that services performed in response to this invitation shall conform to the standards declared by the US Department of Labor under the Occupational Safety and Health Act of 1970 (OSHA). In the event the services do not conform to OSHA standards, the Owner may require the services to be redone at no additional expense to the Owner.
- 2.10. Time:** The Contract Time is the period of time allotted in the Contract Documents for services to be provided. The date of commencement of the services is the date established in the Contract Documents.
- 2.11. Progress & Completion:** The Contractor shall begin services on the date of commencement as defined in the Contract, and shall carry the services forward expeditiously with adequate forces and shall complete it within the contract time.
- 2.12. Payment & Completion:** The Contract unit amount(s) is stated in the Contract and is the unit amount(s) payable by the Owner to the Contractor for the performance of the services under the Contract Documents. Upon receipt of the written notice that the services are ready for final inspection and acceptance and upon receipt of application for payment, the Owner's Project Manager will promptly make such inspection and, when he finds the services acceptable under the Contract Documents and the Contract services fully performed, the Owner shall make payment in the manner provided in the Contract Documents.
- 2.13. Protection of Persons & Property:** The Contractor shall comply with all applicable laws, ordinances, rules, regulations and orders of any public authority having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect, or misconduct by the Contractor in the execution of the services, or in consequence of the non-execution thereof, the Contractor shall restore, at their own expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, rebuilding, or otherwise restoring as may be directed, or they shall make good such damage or injury in an acceptable manner.
- 2.14. Changes in the Services:** The Owner, without invalidating the contract, may order changes in the services within the general scope of the contract consisting of additions, deletions or other revisions, the contract sum and the contract time being adjusted accordingly. All such changes in the services shall be authorized by Change Order/Amendment and shall be executed under the applicable conditions of the contract documents. A Change Order/Amendment is a written order to the Contractor signed by the Owner issued after the execution of the contract, authorizing a change in the services or an adjustment in the contract sum. The contract sum may be changed only by Change Order/Amendment.
- 2.15. Claims for Additional Cost:** If the Contractor wishes to make a claim for an increase in the contract sum, the Contractor shall give the Owner written notice thereof within a reasonable time after the occurrence of the event giving rise to such claim. This notice shall be given by the Contractor before proceeding to execute the services, except in an emergency endangering life or property in which case the Contractor shall precede in accordance with the regulations on

safety. No such claim shall be valid unless so made. Any change in the contract sum resulting from such claim shall be authorized by Change Order/Amendment.

- 2.16. Minor Changes in the Services:** The Owner shall have authority to order minor changes in the services not involving an adjustment in the contract sum and not inconsistent with the intent of the contract documents. This may be accomplished through a Field Order.
- 2.17. Uncovering & Correction of Services:** The Contractor shall promptly correct all services rejected by the Owner as defective or as failing to conform to the contract documents whether observed before or after substantial completion and whether or not competed. The Contractor shall bear all costs of correcting such rejected services, including the cost of the Owner's additional services thereby made necessary. The Owner shall give such notice promptly after discover of condition. All such defective or non-conforming services shall be corrected to comply with the contract documents without cost to the Owner. The Contractor shall bear the cost of curing all services of separate Contractors destroyed or damaged by such removal or correction. If the Owner prefers to accept defective or non-conforming services, Owner may do so instead of requiring its correction, in which case a Change Order/Amendment will be issued to reflect an appropriate reduction in the payment or contract sum, or, if the amount is determined after final payment, it shall be paid by the Contractor.
- 2.19. Change Order/Amendment:** No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All Change Orders/Amendments to the contract shall be made in writing by the Owner.
- 2.20. Assignment:** The Contractor shall not sell, assign, transfer or convey any contract resulting from this Solicitation, in whole or in part, without the prior written approval from the Owner.
- 2.21. Cancellation of Solicitation:** Any solicitation may be canceled by the Owner or any solicitation response by a vendor may be rejected in whole or in part when it is in the best interest of the Owner.
- 2.22. Compliance with Laws:** Bids must comply with all Federal, State, County and local laws governing or covering this type of service and the fulfillment of all ADA (Americans with Disabilities Act) requirements.
- 2.23. Confidentiality:** All materials submitted in response to this Solicitation shall ultimately become public record and shall be subject to inspection after contract award. "**Proprietary or Confidential Information**" is defined as any information that is not generally known to competitors and which provides a competitive advantage. Unrestricted disclosure of proprietary information places it in the public domain. Only submittal information clearly identified with the words "**Confidential Disclosure**" and uploaded as a separate document shall establish a confidential, proprietary relationship. Any material to be treated as confidential or proprietary in nature must include a justification for the request. The request shall be reviewed and either approved or denied by the Owner. If denied, the proposer shall have the opportunity to withdraw its entire proposal, or to remove

the confidential or proprietary restrictions. Neither cost nor pricing information nor the total response shall be considered confidential or proprietary.

- 2.24. Conflict of Interest:** No public official and/or Owner employee shall have interest in any contract resulting from this Solicitation.
- 2.25. Contract Termination:** This contract shall remain in effect until any of the following occurs: (1) contract expires; (2) completion of services; (3) acceptance of services or, (4) for convenience terminated by either party with a written *Notice of Cancellation* stating therein the reasons for such cancellation and the effective date of cancellation.
- 2.26. Employment Discrimination:** During the performance of any services per agreement with the Owner, the Contractor, by submitting a response, agrees to the following conditions:
- 2.26.1.** The Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, handicap, or national origin except when such condition is a legitimate occupational qualification reasonably necessary for the normal operations of the Contractor. The Contractor agrees to post in conspicuous places, visible to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- 2.26.2.** The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, shall state that such Contractor is an Equal Opportunity Employer.
- 2.26.3.** Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- 2.27. Immigration Reform and Control Act of 1986 and Immigration Compliance:** The Contractor certifies that it does not and will not during the performance of the contract employ illegal alien servicesers or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986 and/or the immigration compliance requirements of State of Colorado C.R.S. § 8-17.5-101, *et.seq.* (House Bill 06-1343).
- 2.28. Ethics:** The Contractor shall not accept or offer gifts or anything of value nor enter into any business arrangement with any employee, official, or agent of the Owner.
- 2.29. Failure to Deliver:** In the event of failure of the Contractor to deliver services in accordance with the contract terms and conditions, the Owner, after due oral or written notice, may procure the services from other sources and hold the Contractor responsible for any costs resulting in additional purchase and administrative services. This remedy shall be in addition to any other remedies that the Owner may have.
- 2.30. Failure to Enforce:** Failure by the Owner at any time to enforce the provisions of the contract shall not be construed as a waiver of any such provisions. Such

failure to enforce shall not affect the validity of the contract or any part thereof or the right of the Owner to enforce any provision at any time in accordance with its terms.

- 2.31. Force Majeure:** The Contractor shall not be held responsible for failure to perform the duties and responsibilities imposed by the contract due to legal strikes, fires, riots, rebellions, and acts of God beyond the control of the Contractor, unless otherwise specified in the contract.
- 2.32. Independent Contractor:** The Contractor shall be legally considered an Independent Contractor and neither the Contractor nor its employees shall, under any circumstances, be considered servants or agents of the Owner. The Owner shall be at no time legally responsible for any negligence or other wrongdoing by the Contractor, its servants, or agents. The Owner shall not withhold from the contract payments to the Contractor any federal or state unemployment taxes, federal or state income taxes, Social Security Tax or any other amounts for benefits to the Contractor. Further, the Owner shall not provide to the Contractor any insurance coverage or other benefits, including Servicesers' Compensation, normally provided by the Owner for its employees.
- 2.33. Nonconforming Terms and Conditions:** A response that includes terms and conditions that do not conform to the terms and conditions of this Solicitation is subject to rejection as non-responsive. The Owner reserves the right to permit the Contractor to withdraw nonconforming terms and conditions from its response prior to a determination by the Owner of non-responsiveness based on the submission of nonconforming terms and conditions.
- 2.34. Ownership:** All plans, prints, designs, concepts, etc., shall become the property of the Owner.
- 2.35. Patents/Copyrights:** The Contractor agrees to protect the Owner from any claims involving infringements of patents and/or copyrights. In no event shall the Owner be liable to the Contractor for any/all suits arising on the grounds of patent(s)/copyright(s) infringement. Patent/copyright infringement shall null and void any agreement resulting from response to this Solicitation.
- 2.36. Remedies:** The Contractor and Owner agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.
- 2.37. Venue:** Any agreement as a result of responding to this Solicitation shall be deemed to have been made in, and shall be construed and interpreted in accordance with, the laws of the City of Grand Junction, Mesa County, Colorado.
- 2.38. Expenses:** Expenses incurred in preparation, submission and presentation of this Solicitation are the responsibility of the company and cannot be charged to the Owner.
- 2.39. Sovereign Immunity:** The Owner specifically reserves its right to sovereign immunity pursuant to Colorado State Law as a defense to any action arising in conjunction to this agreement.

- 2.40. Non-Appropriation of Funds:** The contractual obligation of the Owner under this contract is contingent upon the availability of appropriated funds from this fiscal year budget as approved by the City Council or Board of County Commissioners from this fiscal year only. **State of Colorado Statutes prohibit obligation of public funds beyond the fiscal year for which the budget was approved.** Anticipated expenditures/obligations beyond the end of the current Owner's fiscal year budget shall be subject to budget approval. Any contract shall be subject to, and must contain, a governmental non-appropriation of funds clause.
- 2.41. Cooperative Purchasing:** Purchases as a result of this solicitation are primarily for the Owner. Other governmental entities may be extended the opportunity to utilize the resultant contract award with the agreement of the successful provider and the participating agencies. All participating entities shall be required to abide by the specifications, terms, conditions and pricings established in this Solicitation. The quantities furnished in this bid document are for only the Owner. It does not include quantities for any other jurisdiction. The Owner shall be responsible only for the award for its jurisdiction. Other participating entities shall place their own awards on their respective Contract/Purchase Orders through their Purchasing Office or use their Purchasing Card for purchase/payment as authorized or agreed upon between the provider and the individual entity. The Owner accepts no liability for payment of orders placed by other participating jurisdictions that choose to piggy-back on our solicitation. Orders placed by participating jurisdictions under the terms of this solicitation shall indicate their specific delivery and invoicing instructions.
- 2.42. Keep Jobs in Colorado Act:** Contractor shall be responsible for ensuring compliance with Article 17 of Title 8, Colorado Revised Statutes requiring 80% Colorado labor to be employed on public serviss. Contractor shall, upon reasonable notice provided by the Owner, permit the Owner to inspect documentation of identification and residency required by C.R.S. §8-17-101(2)(a). If Contractor claims it is entitled to a waiver pursuant to C.R.S. §8-17-101(1), Contractor shall state that there is insufficient Colorado labor to perform the services such that compliance with Article 17 would create an undue burden that would substantially prevent a project from proceeding to completion, and shall include evidence demonstrating the insufficiency and undue burden in its response.

Unless expressly granted a waiver by the Owner pursuant to C.R.S. §8-17-101(1), Contractor shall be responsible for ensuring compliance with Article 17 of Title 8, Colorado Revised Statutes requiring 80% Colorado labor to be employed on public serviss. Contractor shall, upon reasonable notice provided by the Owner, permit the Owner to inspect documentation of identification and residency required by C.R.S. §8-17-101(2)(a).

2.42.1. "Public Serviss Project" is defined as:

- (a) any construction, alteration, repair, demolition, or improvement of any land, building, structure, facility, road, highway, bridge, or other public improvement suitable for and intended for use in the promotion of the public health, welfare, or safety and any maintenance programs for the upkeep of such projects
- (b) for which appropriate or expenditure of moneys may be reasonably expected to be \$500,000.00 or more in the aggregate for any fiscal year

(c) except any project that receives federal moneys.

2.43. Definitions:

- 2.43.1.** The term "Services" includes all labor, materials, equipment, and/or services necessary to produce the requirements of the Contract Documents.
- 2.43.2.** "Contractor" is the person or organization identified as such in the Agreement and is referred to throughout the Contract Documents. The term Contractor means the Contractor or his authorized representative. The Contractor shall carefully study and compare the General Contract Conditions of the Contract, Specification and Drawings, Scope of Services, Addenda and Modifications and shall at once report to the Owner any error, inconsistency or omission he may discover. Contractor shall not be liable to the Owner for any damage resulting from such errors, inconsistencies or omissions. The Contractor shall not commence services without clarifying Drawings, Specifications, or Interpretations.
- 2.43.3.** "Sub-Contractor" is a person or organization who has a direct contract with the Contractor to perform any of the services at the site. The term sub-contractor is referred to throughout the contract documents and means a sub-contractor or his authorized representative.

3. Statement of Services

- 3.1. General:** The City of Grand Junction and/or Grand Junction Housing Authority are soliciting competitive bids from qualified and interested companies for all labor, equipment, and materials required to provide carpet cleaning services for various facilities and/or apartment complexes. All dimensions and scope of services should be verified by Bidders prior to submission of bids.

NOTE: This Invitation for Bid is to solicit for fixed unit of measure pricing for carpet cleaning services for the City of Grand Junction and/or Grand Junction Housing Authority (GJHA) for the 2016 year. The bids received from interested and qualified service providers shall be evaluated and ranked independently for the City and GJHA. It is the intent of each Owner to award a single contract for each Owner. However, should the awarded service provider not be able to perform to the standards established in the contract documents, the City and/or GJHA reserve the right to seek said services from one of other service providers. All service providers submitting bid responses acknowledge and agree to maintaining their submitted bid pricing throughout the contract period. Both awards and contracts shall be exclusive to each Owner, and shall be issued to the selected supplier(s) by each Owner. These award(s) and contracts shall in no way tie or bind one entity to another.

3.2. Special Conditions & Provisions:

- 3.2.1 Pricing:** Pricing shall be all inclusive to include but not be limited to: all labor, equipment, supplies, materials, freight (F.O.B. Destination – Freight Pre-paid

and Allowed to each site), travel, mobilization costs, fuel, set-up and take down costs, and full-time inspection costs, and all other costs related to the successful completion of the project.

The Owner shall not pay nor be liable for any other additional costs including but not limited to: taxes, shipping charges, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc.

3.2.2 Contractor must meet all federal, state, and local rules, regulations, and requirements for providing such services.

3.2.3 **Licenses and Permits:** Contractor is responsible for obtaining all necessary licenses and permits required for Construction, at Contractors expense. See Section 2.10. Contractor shall supply to Owner all copies of finalized permits.

3.2.4 **Contractor Staging Area:** Awarded Contractor shall coordinate with Owner for proposed project staging area (if required).

3.2.5 **Freight/Shipping:** All freight/shipping shall be F.O.B. Destination – Freight Pre-Paid and Allowed to City Hall, 250 N. 5th Street, Grand Junction, CO.

3.2.6 **Equipment/Product/Materials Quantities:** Contractor shall be responsible for determining all measurements for correctness, and all quantities of equipment/products/materials required for successful project completion.

3.2.7 **Working Schedule:** Monday-Friday 7:00am-5:30pm, however, the City is open to Contractor working evening and weekends, if desired. Any additional work schedule changes shall be coordinated with the City's Project Manager.

3.2.8 **Term of Contract:** The contract shall not bind, nor purport to bind, the City of Grand Junction and/or Grand Junction Housing Authority for any contractual commitment in excess of the original contract period which is April 6, 2016 to December 31, 2016. The Owner(s) shall have the right to renew the contract for 3 (three) additional one-year periods, or any portion thereof. If the option for the renewal is exercised by the Owner(s), the bidder shall agree, in writing, to the prices for the renewal period.

3.2.9 **Estimated Unit Quantities/Facilities/Apartments for Services:** The Owner(s) make no guarantees about number of unit quantities for square footage, or number of facilities, or the number of apartments, for services to be provided. Additionally, the Owner(s) make no guarantees to the frequency of the services to be provided. Services shall be provided on an "as needed" basis, as determined by Owner(s).

3.2.10 **Minimum Unit Quantities/Facilities/Apartments for Services:** The bidder shall not establish minimum unit quantities/facilities/apartments under contract.

3.2.11 **Inspection** The Owner(s) reserve the right to perform inspections for any and all services provided by the Contractor(s) to verify service conformance to specifications/scope of services. Services not conforming to the required specification/scope of services shall be remedied by Contractor(s) and Contractor(s)

expense to meet the specifications/scope of services contained in the contract documents.

3.2.12 Contract: A binding contract shall consist of: (1) the IFB and any amendments thereto, (2) the bidder's response (bid) to the IFB, (3) clarification of the bid, if any, and (4) the City's Purchasing Department's acceptance of the bid by "Notice of Award" or by "Contract". All Exhibits and Attachments included in the IFB shall be incorporated into the contract by reference.

A. The contract expresses the complete agreement of the parties and, performance shall be governed solely by the specifications/scope of services and requirements contained therein.

B. Any change to the contract, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the bidder and the City Purchasing Division prior to the effective date of such modification. The bidder expressly and explicitly understands and agrees that no other method and/or no other document, including acts and oral communications by or from any person, shall be used or construed as an amendment or modification to the contract.

3.3. Scope of Services:

City of Grand Junction

The City of Grand Junction Facilities Division typically schedules for carpet cleaning twice a year, in April and October for the buildings listed below.

Carpet cleaning of the buildings listed below is to be scheduled and coordinated with the Facilities Supervisor at least a week prior to cleaning.

Our preferred method of carpet cleaning is steam extraction.

Provide a price per square foot for carpet cleaning services.

Provide the description & specifications for the cleaning compound you propose to use.

Provide a price per square foot for adding carpet protectant, as Add/Alternate.

Provide the description & specifications for the carpet protectant you propose to use.

Carpet Cleaning Locations:

City Hall	250 N. 5th Street	Approx. 25,000 sq.ft. of carpet
	(Done on a Saturday morning)	
Public Safety	555 Ute Ave.	Approx. 36,000 sq.ft. of carpet
	(Usually scheduled for a Sunday morning)	
Fire Administration	625 Ute Ave.	Approx. 11,000 sq.ft. of carpet
	(Done Friday after 5:00 pm)	
Fire Station #1	620 Pitkin Ave.	Approx. 2,000 sq.ft. of carpet
Fire Station #2	2827 Patterson	Approx. 1,700 sq.ft. of carpet
Fire Station #3	582 25 ½ Road	Approx. 1,600 sq.ft. of carpet
Fire Station #4	2820 B ½ Road	Approx. 1,900 sq.ft. of carpet
Fire Station #5	2155 Broadway	Approx. 2,000 sq.ft. of carpet
Fire #5 – Training Bldg.	2155 Broadway	Approx. 1,200 sq.ft. of carpet
Parks Administration	1340 Gunnison	Approx. 1,600 sq.ft. of carpet
Parks Operations	2529 High Country Court	Approx. 1,800 sq.ft. of carpet
Senior Rec. Center	550 Ouray	Approx. 1,500 sq.ft. of carpet
O.M. Cemetery Office	2620 Legacy Way	Approx. 1,000 sq.ft. of carpet
Visitors Center	740 Horizon Drive	Approx. 3,200 sq.ft. of carpet

Municipal Services Campus @ 333 West Ave. (Cleaned M-F after 5:00 pm)

Operations Center	Bldg. A	Approx. 800 sq.ft. of carpet
Facilities	Bldg. B	Approx. 120 sq.ft. of carpet
Service Center	Bldg. C	Approx. 3,800 sq.ft. of carpet
Transportation Eng.	Bldg. D	Approx. 1,200 sq.ft. of carpet
Water Dept.	Bldg. E	Approx. 370 sq.ft. of carpet

The larger two buildings, City Hall and Public Safety, will usually have a full cleaning of all carpeted areas once a year, and the cleaning of high traffic areas only on the second cleaning of the year.

Not all City of Grand Junction buildings fall under the Facilities Division and therefore schedule for their own carpet cleaning. The proposed pricing and services are to be applied to all City of Grand Junction buildings requesting carpet cleaning services from the awarded contractor.

Grand Junction Housing Authority

The Grand Junction Housing Authority typically schedules for carpet cleaning on an as needed basis for vacant unit turnovers for the buildings listed below.

Carpet cleaning of units in the buildings listed below is to be scheduled and coordinated with the Maintenance Supervisor at most 48 hours prior to cleaning.

Our preferred method of carpet cleaning is steam extraction.

Provide a price per square foot for carpet cleaning services.

Provide the description & specifications for the cleaning compound you propose to use.

Provide a price per square foot for adding carpet protectant, as Add/Alternate.

Provide the description & specifications for the carpet protectant you propose to use.

Carpet Cleaning Locations:

Arbor Vista Apartments	515 Court Road	72 Units
Book Cliff Squire	1262 Bookcliff Ave	5 Units
Courtyard Apartments	2910 Bunting Ave.	27 Units
Crystal Brook Apartments	1741 Laveta St.	40 Units
Lincoln Apartments	1456 Bunting Ave.	12 Units
Linden Pointe Apartments	1950 Barcelona Way	92 Units
Little Bookcliff Apartments	2656 Little Bookcliff Dr.	20 Units
Nellie Bechtel Apartments	3032 N 15 th St.	96 Units
Ratekin Tower Apartments	875 Main St.	107 Units
Village Park Apartments	615 28 ¼ Rd.	72 Units
Walnut Park Apartments	2236 N 17 th St.	90 Units

The average square footage for the Grand Junction Housing Authority apartments is approximately 987 sf. The amount and frequency of vacant unit turnovers varies greatly from year to year and month to month. In 2015 the Grand Junction Housing Authority had 149 unit turnovers. The proposed pricing and services are to be applied to all Grand Junction Housing Authority buildings requesting carpet cleaning services from the awarded contractor.

3.4. IFB Tentative Time Schedule:

- Invitation for Bids available March 15, 2016
- Inquiry deadline, no questions after this date March 21, 2016
- Addenda Issued by March 22, 2016
- Submittal deadline for proposals March 25, 2016
- Contract execution (unless Council approval required) April 4, 2016
- Insurance Cert due April 5, 2016
- Services begins no later than April 6, 2016

3.5. Questions Regarding Scope of Services:

Duane Hoff Jr., Senior Buyer
duaneh@gjcity.org

4. Contractor's Bid Form

Bid Date: _____

Project: IFB-4205-16-DH "Carpet Cleaning Services Contract(s) for City of Grand Junction Facilities and/or Grand Junction Housing Authority"

Bidding Company: _____

Name of Authorized Agent: _____

Email _____

Telephone _____ **Address** _____

City _____ **State** _____ **Zip** _____

The undersigned Bidder, in compliance with the Invitation for Bids, having examined the Solicitation Documents thereto, having investigated the location of, and conditions affecting the proposed services, hereby proposes to furnish all labor, materials and supplies, and to perform all services for the Project in accordance with Contract Documents, within the time set forth and at the prices stated below. These prices are to cover all expenses incurred in performing the services required under the Contract Documents, of which this Contractor's Bid Form is a part.

The undersigned Contractor does hereby declare and stipulate that this offer is made in good faith without collusion or connection to any person(s) providing an offer for the same services, and that it is made in pursuance of, and subject to, all terms and conditions of the Instructions to Bidders, the Specifications, and all other Solicitation Documents, all of which have been examined by the undersigned.

The Contractor also agrees that if awarded the Contract, to provide insurance certificates within ten (10) servicing days of the date of Notification of Award. Submittal of this offer will be taken by the Owner as a binding covenant that the Contractor will be prepared to complete the project in its entirety.

The Owner reserves the right to make the award on the basis of the offer deemed most favorable, to waive any formalities or technicalities and to reject any or all offers. It is further agreed that this offer may not be withdrawn for a period of sixty (60) calendar days after closing time. Submission of clarifications and revised offers automatically establish a new thirty day (30) period.

RECEIPT OF ADDENDA: the undersigned Contractor acknowledges receipt of Addenda to the Solicitation, Specifications, and other Contract Documents.

State number of Addenda received: _____.

It is the responsibility of the Bidder to ensure all Addenda have been received and acknowledged.

**PRICE BID SCHEDULE: IFB-4205-16-DH Carpet Cleaning Services Contract(s)
for City of Grand Junction Facilities and/or Grand Junction Housing Authority**

CITY OF GRAND JUNCTION

Item	Unit	Description	Unit Price
1.	Per sqft	Provide all services required for carpet cleaning services (Per City of Grand Junction solicitation documents)	

Unit Price Written:

Item 1: _____

Add/Alternate

Item	Unit	Description	Unit Price
2.	Per sqft	Provide all services required for carpet protectant services (Per City of Grand Junction solicitation documents)	

Unit Price Written:

Item 2: _____

GRAND JUNCTION HOUSING AUTHORITY

Item	Unit	Description	Unit Price
3.	Per sqft	Provide all services required for carpet cleaning services (Per Grand Junction Housing Authority solicitation documents)	

Unit Price Written:

Item 3: _____

Add/Alternate

Item	Unit	Description	Unit Price
4.	Per sqft	Provide all services required for carpet protectant services (Per Grand Junction Housing Authority solicitation documents)	

Unit Price Written:

Item 4: _____

- Direct purchases by the City of Grand Junction are tax exempt from Colorado Sales or Use Tax. Tax exempt #98-903544.
- The undersigned certifies that no Federal, State, County or Municipal tax will be added to the above quoted prices.

- Prompt payment discount of _____ percent of the net dollar amount will be offered to the Owner if the invoice is paid within _____ days after the receipt of the invoice.
- The undersigned certifies and agrees that this bid is submitted in accordance with all applicable Federal, State, County, and City laws.

By signing below, the Undersigned agree to comply with all terms and conditions contained herein.

Company: _____

**Authorized
Signature:** _____

Title: _____



Purchasing Division

ADDENDUM NO. 1

DATE: March 22, 2016
FROM: City of Grand Junction Purchasing Division
TO: All Offerors
RE: Carpet Cleaning Services Contract(s) for City of Grand Junction and/or Grand Junction Housing Authority IFB-4205-16-DH

Offerors responding to the above referenced solicitation are hereby instructed that the requirements have been clarified, modified, superseded and supplemented as to this date as hereinafter described.

Please make note of the following clarifications:

1. Q. Can the carpet cleaning of the large buildings be broken into 2 days?
 - A. City - City Hall can be broken into two days, but the Public Safety building needs to be done in one day to minimize the impacts to their operations.

GJHA – Yes.
2. Q. Is there more than single floor buildings? Both for city and housing authority?
 - A. City - The City has 3 two story buildings on this list.

GJHA - All of our larger properties are two stories. Village Park has one building with three levels.
3. Q. Is the square foot given in the invitation accurate in what will be cleaned? i.e. traffic areas and open spaces, or from wall to wall.
 - A. City - No, the square footage of carpet is an estimate only and does not reflect the change for cleaning high traffic areas only.

GJHA - All of the work we will be doing will be in tenant units. If common areas or offices need to be cleaned we will get a cost estimate first.
4. Q. Is there space for dumping our waste water? We need a sanitary drain to dump into, so we do not contaminate sewer drains. If not available we have to make trips to the our plant in order to drain our waste water.

A. City - Most locations do not have a convenient floor sink or floor drain to dump into.

GJHA - We will not have a space for dumping waste water.

5. Q. Do we have access to water hook-ups to fill our truck mount units with fresh water?

A. City - Most, but not all, locations have exterior hose bibs. Some locations may require the contractor to connect to a faucet for fresh water.

GJHA - Yes, we have hose bibs that will be available.

6. Q. Can we walk through the larger buildings prior to you awarding the winning bid so as we know what to expect and plan for if we are the awarded company?

A. City - The awarded company will be given tours of the locations listed.

GJHA - Yes, if anyone wants to do a site visit they will need to contact myself at 970-986-5664 to schedule a time.

7. Q. Are stairs involved in the cleaning bids for units over 1 story tall? Stairs are generally priced separate from carpet cleaning, we did not see stairs on the invitation.

A. City - The City does not have any buildings with carpeted stairs.

GJHA - Yes, Crystal Brook is our only property with in unit stairs that would need cleaning.

The original solicitation for the project noted above is amended as noted.

All other conditions of subject remain the same.

Respectfully,



Duane Hoff Jr., Senior Buyer
City of Grand Junction, Colorado

4. Contractor's Bid Form

Bid Date: 3/25/2016

Project: IFB-4205-16-DH "Carpet Cleaning Services Contract(s) for City of Grand Junction Facilities and/or Grand Junction Housing Authority"

Bidding Company: Facility Service Group LLC

Name of Authorized Agent: Jessica Bourdon, Director of Sales - Gov. Contracting

Email JBourdon@FSGcorp.us

Telephone 813-638-6725 Address 8985 S. Eastern Ave. Ste 210

City Las Vegas State NV Zip 89123

The undersigned Bidder, in compliance with the Invitation for Bids, having examined the Solicitation Documents thereto, having investigated the location of, and conditions affecting the proposed services, hereby proposes to furnish all labor, materials and supplies, and to perform all services for the Project in accordance with Contract Documents, within the time set forth and at the prices stated below. These prices are to cover all expenses incurred in performing the services required under the Contract Documents, of which this Contractor's Bid Form is a part.

The undersigned Contractor does hereby declare and stipulate that this offer is made in good faith without collusion or connection to any person(s) providing an offer for the same services, and that it is made in pursuance of, and subject to, all terms and conditions of the Instructions to Bidders, the Specifications, and all other Solicitation Documents, all of which have been examined by the undersigned.

The Contractor also agrees that if awarded the Contract, to provide insurance certificates within ten (10) servicesing days of the date of Notification of Award. Submittal of this offer will be taken by the Owner as a binding covenant that the Contractor will be prepared to complete the project in its entirety.

The Owner reserves the right to make the award on the basis of the offer deemed most favorable, to waive any formalities or technicalities and to reject any or all offers. It is further agreed that this offer may not be withdrawn for a period of sixty (60) calendar days after closing time. Submission of clarifications and revised offers automatically establish a new thirty day (30) period.

RECEIPT OF ADDENDA: the undersigned Contractor acknowledges receipt of Addenda to the Solicitation, Specifications, and other Contract Documents.

State number of Addenda received: 1 addenda.

It is the responsibility of the Bidder to ensure all Addenda have been received and acknowledged.

**PRICE BID SCHEDULE: IFB-4205-16-DH Carpet Cleaning Services Contract(s)
for City of Grand Junction Facilities and/or Grand Junction Housing Authority**

CITY OF GRAND JUNCTION

Item	Unit	Description	Unit Price
1.	Per sqft	Provide all services required for carpet cleaning services (Per City of Grand Junction solicitation documents)	\$0.105

Unit Price Written:

Item 1: Ten and one half cents per square foot

Add/Alternate

Item	Unit	Description	Unit Price
2.	Per sqft	Provide all services required for carpet protectant services (Per City of Grand Junction solicitation documents)	\$0.0225

Unit Price Written:

Item 2: Two and one quarter cents per square foot

GRAND JUNCTION HOUSING AUTHORITY

Item	Unit	Description	Unit Price
3.	Per sqft	Provide all services required for carpet cleaning services (Per Grand Junction Housing Authority solicitation documents)	\$118.00

Unit Price Written:

Item 3: One Hundred and eighteen dollars per Unit

Add/Alternate

Item	Unit	Description	Unit Price
4.	Per sqft	Provide all services required for carpet protectant services (Per Grand Junction Housing Authority solicitation documents)	\$22.00

Unit Price Written:

Item 4: Twenty two dollars per unit

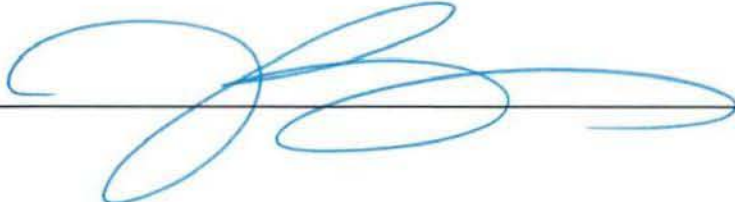
- Direct purchases by the City of Grand Junction are tax exempt from Colorado Sales or Use Tax. Tax exempt #98-903544.
- The undersigned certifies that no Federal, State, County or Municipal tax will be added to the above quoted prices.

- Prompt payment discount of 1% percent of the net dollar amount will be offered to the Owner if the invoice is paid within 2 days after the receipt of the invoice.
- The undersigned certifies and agrees that this bid is submitted in accordance with all applicable Federal, State, County, and City laws.

By signing below, the Undersigned agree to comply with all terms and conditions contained herein.

Company: Facility Service Group, LLC

**Authorized
Signature:**



A handwritten signature in blue ink is written over a horizontal line. The signature is stylized and cursive, consisting of several loops and a long horizontal tail.

Title: Director of Sales - Government Contracting



Purchasing Division

ADDENDUM NO. 1

DATE: March 22, 2016
FROM: City of Grand Junction Purchasing Division
TO: All Offerors
RE: Carpet Cleaning Services Contract(s) for City of Grand Junction and/or Grand Junction Housing Authority IFB-4205-16-DH

Offerors responding to the above referenced solicitation are hereby instructed that the requirements have been clarified, modified, superseded and supplemented as to this date as hereinafter described.

Please make note of the following clarifications:

1. Q. Can the carpet cleaning of the large buildings be broken into 2 days?
 - A. City - City Hall can be broken into two days, but the Public Safety building needs to be done in one day to minimize the impacts to their operations.

GJHA – Yes.
2. Q. Is there more than single floor buildings? Both for city and housing authority?
 - A. City - The City has 3 two story buildings on this list.

GJHA - All of our larger properties are two stories. Village Park has one building with three levels.
3. Q. Is the square foot given in the invitation accurate in what will be cleaned? i.e. traffic areas and open spaces, or from wall to wall.
 - A. City - No, the square footage of carpet is an estimate only and does not reflect the change for cleaning high traffic areas only.

GJHA - All of the work we will be doing will be in tenant units. If common areas or offices need to be cleaned we will get a cost estimate first.
4. Q. Is there space for dumping our waste water? We need a sanitary drain to dump into, so we do not contaminate sewer drains. If not available we have to make trips to the our plant in order to drain our waste water.

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5. Q. Do we have access to water hook-ups to fill our truck mount units with fresh water?

A. City - Most, but not all, locations have exterior hose bibs. Some locations may require the contractor to connect to a faucet for fresh water.

GJHA - Yes, we have hose bibs that will be available.

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GJHA - Yes, if anyone wants to do a site visit they will need to contact myself at 970-986-5664 to schedule a time.

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GJHA - Yes, Crystal Brook is our only property with in unit stairs that would need cleaning.

The original solicitation for the project noted above is amended as noted.

All other conditions of subject remain the same.

Respectfully,



Duane Hoff Jr., Senior Buyer
City of Grand Junction, Colorado

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) FACILITY SERVICE GROUP LLC	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ ----- S ----- <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
	Address (number, street, and apt. or suite no.) 8985 S EASTERN AVE. STE 210	Requester's name and address (optional)
City, state, and ZIP code LAS VEGAS NV. 89123		
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 *How to get a TIN* 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.

Social security number								

Employer identification number									
3	0	-	0	6	9	2	6	8	2

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	Date ▶ <u>1/7/2015</u>
------------------	--------------------------	------------------------

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:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. 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.



Mesa County Contract # 3929-14-NJ

Address: 215 Rice St. Grand Junction, CO 81503

Contact: Federico Vargas

Phone: 970-986-0097

Email: Federico.vargas@mesacounty.us

Direct Contract – Janitorial Services/Day Porter Services

Start: 12/15/2014

End: Still Current

State of Colorado Contract # AADA-2015000208

Address: 222 South 6th St Suite 116 Grand Junction, CO 81501

Contact: Gerald Nelson

Phone: 970-248-7180

Email: Gerald.Nelson@mesacounty.us

Direct Contract – Nightly Janitorial Services and Day Porter Services

Start: 7/1/2015

End: Still Current

Nueces County Department of Public Works Contract # 2969-14

Address: 901 Leopard Room 103 Corpus Christi, TX 78401

Contact: Annette L Mouttet

Phone: 361-888-0485

Email: Annette.mouttet@co.nueces.tx.us

Direct Contract – Nightly janitorial services for Public Works buildings and also Court House

Start: 11/1/2014

End: 2/30/2016

Port of San Francisco Contract # FA38895

Address: Pier 1 San Francisco, CA 94111

Contact: Boris Delepine

Phone: 415-274- 0443

Email: Boris.Delepine@SFport.com

Direct Contract – Nightly Janitorial Services

Start: 08/01/2015

End: Still Current (3 year contract)

Las Vegas Convention Center Contract # 154262-CG

Address: 3150 Paradise Road Las Vegas, NV 89109

Contact: Will Tsang

Phone: 702-892-0711

Email: wtsang@lvcca.com

Direct Contract – Janitorial Services (4.2 million sqft)

Duration: 1 year



CBM – Commercial Building Maintenance Corp.
Address: 200 Oak Drive Suite 201 Syosset, NY 11791
Contact: Ben A. Taddeo
Phone: 516-364-0957 x 214
Email: ben@cbmcorp.net

Sub Contract – Full Janitorial Services for multiple We Work locations throughout the USA including:

- **San Francisco, CA: 1161 Mission St.**
- **San Francisco, CA: 535 Mission St.**
- **San Francisco, CA: 156 Street**
- **San Francisco, CA: 25 Taylor St**
- **Santa Monica, CA: 520 Broadway**
- **Santa Monica, CA: 312 Arizona Ave**
- **Berkeley, CA: 2120 University Ave**
- **Los Angeles, CA: 7083 Hollywood Blvd**
- **Austin, TX: 600 Congress Ave**
- **Seattle, WA: 500 Yale Ave N.**
- **Seattle, WA: 107 Spring St.**

Duration: 1 year
Building Sizes: 100,000+ sq. ft.

Diversified Maintenance Services
Address: 5110 Eisenhower Blvd Suite 250 Tampa, FL 33634
Contact: Ron Sanchez
Phone: 916-955-9634
Email: rsanchez@diversifiedm.com

Sub Contract – Burlington Coat Factory, PETCO Distribution Center, & Ulta Beauty. Daily janitorial services and floor work

Duration: 6 Months

Aegis Maintenance, Inc
Address: 10170 W Tropicana Ave #156-132 Las Vegas, NV 89147
Contact: Adam Eritsyan
Phone: 310-499-3992
Email: adam@aegismaintenance.com

Sub Contract – Janitorial Services in various states including California, Nevada, Utah, Texas, Washington and Oregon. Tasks vary in Floor care – hard floors and carpets.

Duration: 5 years

Kaplan University
Address: 4125 University Way NE Seattle, WA 98105
Contact: Carl Thomas
Phone: 212-974-2737
Email: Carl.thomas@kaplan.com

Direct Contract – Nightly Janitorial Services
Duration: 1 year 6 months

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

I, Wayne W. Williams, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

Facility Service Group

is an entity formed or registered under the law of Nevada, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 20151249392.

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 11/10/2015 that have been posted, and by documents delivered to this office electronically through 11/12/2015 @ 20:55:21.

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 11/12/2015 @ 20:55:21 in accordance with applicable law. This certificate is assigned Confirmation Number 9372846.



Secretary of State of the State of Colorado

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



Colorado Secretary of State
 Date and Time: 04/10/2015 04:34 PM
 ID Number: 20151249392
 Document number: 20151249392
 Amount Paid: \$100.00

Document must be filed electronically.
 Paper documents are not accepted.
 Fees & forms are subject to change.
 For more information or to print copies
 of filed documents, visit www.sos.state.co.us.

ABOVE SPACE FOR OFFICE USE ONLY

Statement of Foreign Entity Authority
 filed pursuant to § 7-90-803 of the Colorado Revised Statutes (C.R.S.)

1. The entity ID number, the entity name, and the true name, if different, are

Entity ID number 20151249392
(Colorado Secretary of State ID number)

Entity name Facility Service Group

True name _____
(if different from the entity name)

2. The form of entity and the jurisdiction under the law of which the entity is formed are

Form of entity Foreign Limited Liability Company

Jurisdiction Nevada

3. The principal office address of the entity's principal office is

Street address 8985 S. Eastern Avenue Ste 210
(Street number and name)

Las Vegas NV 89123
(City) (State) (ZIP/Postal Code)

United States
(Province – if applicable) (Country)

Mailing address _____
(leave blank if same as street address) (Street number and name or Post Office Box information)

(City) (State) (ZIP/Postal Code)

(Province – if applicable) (Country)

4. The registered agent name and registered agent address of the entity's registered agent are

Name _____
(if an individual) (Last) (First) (Middle) (Suffix)

or _____

(if an entity) Facility Service Group Inc.

(Caution: Do not provide both an individual and an entity name.)

Street address

400 N Ashley Dr Suite 1900

(Street number and name)

Tampa

(City)

CO

(State)

33602

(ZIP Code)

Mailing address

(leave blank if same as street address)

8985 S. Eastern Avenue Ste 210

(Street number and name or Post Office Box information)

Las Vegas

(City)

CO

(State)

89123

(ZIP Code)

(The following statement is adopted by marking the box.)

The person appointed as registered agent above has consented to being so appointed.

5. The date the entity commenced or expects to commence transacting business or conducting activities in Colorado is 04/10/2015.
(mm/dd/yyyy)

6. (If applicable, adopt the following statement by marking the box and include an attachment.)

This document contains additional information as provided by law.

7. (Caution: Leave blank if the document does not have a delayed effective date. Stating a delayed effective date has significant legal consequences. Read instructions before entering a date.)

(If the following statement applies, adopt the statement by entering a date and, if applicable, time using the required format.)

The delayed effective date and, if applicable, time of this document is/are _____.
(mm/dd/yyyy hour:minute am/pm)

Notice:

Causing this document to be delivered to the Secretary of State for filing shall constitute the affirmation or acknowledgment of each individual causing such delivery, under penalties of perjury, that the document is the individual's act and deed, or that the individual in good faith believes the document is the act and deed of the person on whose behalf the individual is causing the document to be delivered for filing, taken in conformity with the requirements of part 3 of article 90 of title 7, C.R.S., the constituent documents, and the organic statutes, and that the individual in good faith believes the facts stated in the document are true and the document complies with the requirements of that Part, the constituent documents, and the organic statutes.

This perjury notice applies to each individual who causes this document to be delivered to the Secretary of State, whether or not such individual is named in the document as one who has caused it to be delivered.

8. The true name and mailing address of the individual causing the document to be delivered for filing are

Leonardo

(Last)

Anthony

(First)

(Middle)

(Suffix)

8985 S. Eastern Avenue Ste 210

(Street number and name or Post Office Box information)

Las Vegas

(City)

NV

(State)

89123

(ZIP/Postal Code)

United States

(Province – if applicable)

(Country)

(If the following statement applies, adopt the statement by marking the box and include an attachment.)

This document contains the true name and mailing address of one or more additional individuals causing the document to be delivered for filing.

Disclaimer:

This form/cover sheet, and any related instructions, are not intended to provide legal, business or tax advice, and are furnished without representation or warranty. While this form/cover sheet is believed to satisfy minimum legal requirements as of its revision date, compliance with applicable law, as the same may be amended from time to time, remains the responsibility of the user of this form/cover sheet. Questions should be addressed to the user's legal, business or tax advisor(s).



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/29/2016

PRODUCER Summer Rivlin Insurance Agency, Inc. 8889 S Eastern #E Las Vegas, NV 89123	THIS CERTIFICATION IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	INSURERS AFFORDING COVERAGE	NAIC #
INSURED Facility Service Group, LLC 8985 S Eastern Avenue, Ste 210 Las Vegas, NV 89123	INSURER A: First Comp	A 27626
	INSURER B: Scottsdale Insurance Company	A+ 41297
	INSURER C: Farmers Insurance	A 21652
	INSURER D:	
	INSURER E:	

COVERAGES

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

INSR/ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
B X	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Blanket Additional Insured GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	CPS2232206	08/20/2015	08/20/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 Deductible \$ 0
C X	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	606251496	01/05/2016	01/05/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY AGG \$
	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$ RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	MWC0071242-02	11/01/2015	11/01/2016	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E L EACH ACCIDENT \$ 1,000,000 E L DISEASE - EA EMPLOYEE \$ 1,000,000 E L DISEASE - POLICY LIMIT \$ 1,000,000
	OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER City of Grand Junction Facilities and Grand Junction Housing Authority 250 N 5th Street Grand Junction, CO 81501	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE Summer Rivlin
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IMPORTANT

If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.