



**REQUEST FOR PROPOSAL (RFP)  
LARIMER COUNTY COLORADO  
200 W. OAK ST., SUITE 4000  
FORT COLLINS, COLORADO**

PROPOSAL NUMBER: P17-13  
DESCRIPTION: Hazardous Structure Demolition & Removal Services  
RECORDING DATE: 7/26/2017

The Board of Larimer County Commissioners will be receiving sealed proposals at the office of the Purchasing Director, 200 W. Oak Street, Suite 4000, Fort Collins, Colorado, up to 2:00 P.M. (our clock), on Wednesday, July 26, 2017 at which time they will be recorded, but not publicly opened, to consider contracting with a qualified and experienced demolition and debris management company for the demolition, removal, and disposal of a hazardous structures.

All questions regarding this proposal must be in writing and should go to Les Brown, Purchasing Agent, at [brownxld@larimer.org](mailto:brownxld@larimer.org). **Questions are due no later than 10:00 a.m. July 14, 2017.** Please call Les Brown at 970-498-5954 to verify receipt of your questions.

**NOTE:** Unauthorized contact with any other County employees regarding this RFP may result in disqualification of your Proposal.

**INSTRUCTIONS TO PROPOSERS:**

Four (4) paper proposal and one (1) .pdf proposal (matching the paper proposal exactly) on one (1) FLASH DRIVE is required. If the paper proposal and the .pdf differ, the .pdf shall be the proposal of record. Firms are requested to also provide a "Redacted Copy" of their proposal on the FLASH DRIVE, which, adhering to the information provided in the next paragraph, will be used to satisfy open records requests. **Firms that do not provide a redacted copy will have their electronic copy used to satisfy open records requests.** Redacted responses should not include information which the proposer believes to be trade secret or other privileged or confidential data. If brochures or other supportive documents are requested, then it is required that they be submitted with both your paper and electronic proposals.

All information submitted in response to this request for proposal (RFP) is public after the Notice of Award has been issued. The proposer should not include as part of their response to the RFP any information which the proposer believes to be a trade secret or other privileged or confidential data. If the proposer wishes to include such material with a proposal, then the material should be supplied under separate cover and identified as confidential. Statements that the entire proposal is confidential will not be honored. We request a redacted electronic copy which is free of information the proposer believes to be trade secret or other privileged or confidential data. Larimer County will endeavor to keep that information confidential, separate and apart from the proposal subject to the provisions of the Colorado Open Records Act or order of court.

In submitting a proposal, the vendor agrees that acceptance of any or all proposals by the County 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 Director of Larimer County.

**No work shall commence nor shall any invoices be paid** before the contractor provides the required proof of insurance as outlined in the "Insurance Requirements", and before such proof is accepted by Larimer County Risk Management. **Additionally**, the contractor will provide an endorsement naming Larimer County as an additional insured to their policy. If you have any questions concerning the insurance requirements, please contact Risk Management at (970) 498-5963 at least one week before the proposal recording date. Payment

for work performed or goods sold to Larimer County can be expected within 30 days after receipt of the invoice and satisfactory acceptance from the department receiving the service or goods.

As of August 7, 2006, state and local government agencies are prohibited from purchasing services from any contractor that knowingly employs illegal immigrants to help carry out publicly funded work. Pursuant to the provisions of Colo. Rev. Stat. §8-17.5-101, contractors must certify that they are using the E-Verify Program or Department Program to verify the employment eligibility of new employees. If a contractor awarded a contract violates the provisions of Colo. Rev. Stat. §8-17.5-101(2), the state or local government agency may terminate the contract and the contractor will be liable for damages to such agency.

Vendor certifies, warrants, and agrees that (he) (she) (it) has knowledge of the "Keep Jobs in Colorado Act of 2017" codified at Sections 8-17-101, *et seq.* of the Colorado Revised Statutes and that Colorado labor shall be employed to perform at least eighty percent (80%) of the work. **See <https://www.colorado.gov/pacific/flashdrivele/kjica> for more information regarding this Act, which applies to Public Works projects.**

"Frequently Asked Questions" about this Act may be found at:

[https://www.colorado.gov/pacific/sites/default/files/KJICA%20FAQs\\_1.pdf](https://www.colorado.gov/pacific/sites/default/files/KJICA%20FAQs_1.pdf)

Larimer County reserves the right to reject any and or all proposals, to further negotiate with successful proposer and to waive informalities and minor irregularities in proposals received, and to accept any portion of the proposal if deemed to be in the best interest of Larimer County to do so. If, in the sole judgment of the Board of County Commissioners, the proposals are substantially equal, the Board may grant the contract to companies located in Larimer County, however this is not applicable in the case that Federal funds are used. The total cost of proposal preparation and submission shall be borne by the proposer.

No telephone, e-mail or facsimile proposals will be accepted.

Proposals must be clearly identified on the front of the envelope by proposal number and title. Responsibility for timely submittal and routing of proposals, prior to recording, lies solely with the proposer. Proposals received after the closing time specified will not be considered.

Larimer County strongly encourages the use of small and minority firms, women's business enterprises, and labor surplus area firm services. In accordance with Federal and State laws, Larimer County does not discriminate.

The Contractor certifies that by signing the contract, neither the contractor nor subcontractors, the organization nor its principals are suspended or debarred or otherwise excluded from procurement by the Federal government and do not appear on the Excluded Parties List System (EPLS) maintained by the General Services Administration (GSA).

Proposals must be furnished exclusive of any Federal, State, or Local taxes.

Other governmental entities may piggyback on the award of this solicitation, and should contact Larimer County Purchasing for any necessary procurement documents. The entity shall deal directly with the award vendor concerning the placement of Purchase Orders, freight charges, contracting and disputes, invoicing, and payment. Larimer County shall not be held liable or responsible for any liability, claims, costs, damages, demands, actions, losses, judgments or expenses incurred by the vendor or any government entity relating to such use.

No vendor awarded a solicitation shall be federally debarred. Such debarment shall be checked through the System for Award Management, at [www.sam.gov](http://www.sam.gov).

Proposals must be furnished exclusive of any Federal, State, or Local taxes.

## **BACKGROUND:**

Larimer County, including municipalities as well as unincorporated areas therein, experienced severe flooding as a result of storms beginning the week of September 8, 2013. These floods damaged or destroyed hundreds of buildings. Numerous structures experienced significant damage and became a threat to public health and safety.

## **PROJECT OVERVIEW:**

Larimer County intends to enter into a zero-dollar “stand-by” agreement with a Contractor who will, as needed, provide demolition and/or debris management services. The County is requesting proposals from qualified and experienced demolition and/or debris management companies for the purpose of removing hazardous structures.

A general abatement contractor **IS** required for the demolition of structure(s).

***NOTE: Time is of the essence. The awarded contractor must be prepared to mobilize and commence the Scope of Work upon receipt of the Notice to Proceed.***

## **QUALIFICATIONS:**

Qualifications, at a minimum, include the following and need to be documented explicitly in the Contractor’s proposal:

1. Must be a [Colorado Certified General Abatement Contractor](#).
2. The Contractor must have completed five (5) similar projects within the last five (5) years.

## **SCOPE OF WORK:**

The Contractor shall, at a minimum, provide, perform, and/or furnish the following:

1. Perform a pre-demolition survey.
2. Create a Demolition Plan and provide a Project Specific Proposal for each structure to be demolished.
  - a. Your plan must include details on how your company will approach and accomplish the demolition as well as materials and equipment to be used.
  - b. The demolition management plan should also include details such as how the debris will be removed.
    - i. Preventing the release of harmful pollutants is of the utmost importance; your Demolition Plan and Safety Plans need to specifically address how you plan to prevent debris release.
  - c. Your Project Specific Proposal must include detailed pricing for all resources used, with a Gross Maximum Price (GMP) for each specific project.
3. Manage progress and ensure the Contactor’s Safety Plan is being followed.
  - a. A Safety Plan is necessary to demonstrate the safety policies and procedures for all persons that will be on scene and/or working the site.
  - b. The Safety Plan must be compliant with FEMA, OSHA, Fish and Wildlife Services and all Federal, State of Colorado, and local laws.
4. Manage and ensure the Contactor’s Asbestos Abatement Plan is being followed for each structure being demolished.
  - a. Contractor must perform an inspection of each structure to determine the level of existing contamination, if any; it is anticipated that there may be structures containing Asbestos Containing Materials (ACMs).
    - i. There may be some structures where Larimer County Chief Building Official has deemed too dangerous to enter, these structures will need to be treated as ACM structures.
  - b. The name of the asbestos testing firm your company will use needs to be listed in your proposal.
  - c. Contactor’s Asbestos Abatement Plan must comply with Colorado Department of Public Health and Environment (CDPHE) rules and regulations regarding demolition.

- i. Contractors should supply proof in their proposal that their plan complies.
- d. The results of these tests must be provided in written form to Larimer County prior to start of demolition activities.
- e. Removal and disposal of all ACMs must be in accordance with, Contractor's Asbestos Abatement Plan, Asbestos Abatement Specifications, the federal Clean Air Act, and all implementing regulations.
- 5. It is stipulated and required that all collected debris be taken to an appropriate disposal site per the Contractor's Disposal Plan.
  - a. Contractor must identify the disposal sites for ACMs and non-ACMs debris.
  - b. Landfills may charge extra for certain types of disposal (i.e. electronics like tv's, computers, Freon, etc); it is the sole responsibility of the Contractor to know all possible fees and include them in their pricing.
  - c. Materials with Freon must be disposed of properly.
  - d. Transport demolished materials properly and legally dispose of them.
  - e. Contractor shall supply Larimer County with a copy of all landfill and disposal receipts.
  - f. Promptly dispose of demolished materials and do not allow demolished materials to accumulate on-site.
  - g. Contractor will be liable for all fees associated with disposal of all debris.
- 6. Obtain all licenses, permits, and fees as required to complete the demolition; demolition permit must include Larimer County Contractor license number.
- 7. Possess a Larimer County specialized trade license, where required.
- 8. Provide and be responsible for all expertise, materials, tools, equipment, transportation, traffic control, supervision, and all other services to ensure the timely, proper, and compliant demolition of the structure, hauling, and disposal of the materials/debris.
- 9. Contractor must breakup and haul away all foundations.
  - a. The Contractor must appropriately cover the foundation area with clean fill to ensure that there is no threat to public health or safety once the structure is removed and restore the site to natural grade.
- 10. Coordinate with utility providers to cap, terminate, and /or remove all utilities.
- 11. Drain, purge, or otherwise remove, collect, and dispose of chemicals, gases, explosives, acids, flammables, or other dangerous materials before proceeding with demolition operations.
- 12. Conduct demolition operations and remove debris to ensure minimum interference with roads, streets, walks, and other adjacent occupied and used facilities.
- 13. Do not close or obstruct streets, walks, or other adjacent occupied or used facilities without permission from Larimer County and/or the authorities having jurisdiction.
- 14. Provide alternate routes around closed or obstructed traffic ways if required by governing regulations.
- 15. Conduct demolition operations to prevent injury to people and damage to adjacent buildings and facilities.
- 16. Ensure safe passage of people around demolition area.
  - a. Erect temporary protection such as walks, fences, railings, canopies, and covered passageways, where required by authorities having jurisdiction.
- 17. Protect existing site improvements, appurtenances, and landscaping to remain.
- 18. Use water mist, temporary enclosures, and other suitable methods to limit the spread of dust and dirt, making sure to comply with governing environmental protection regulations.
  - a. Do not create hazardous or objectionable conditions, such as ice, flooding, and pollution, when using water.
- 19. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
- 20. Clean adjacent buildings and improvements of dust, dirt, and debris caused by demolition operations.
- 21. Return adjacent areas to condition existing before start of demolition.
- 22. Limit hours of operation to Monday through Friday during the hours of 7:00 a.m. to 6:00 p.m.
  - a. Special hours of operation outside the normal hours must be approved by Larimer County.
- 23. Limit noise pollution at all times to prevent objectionable conditions.
- 24. Do not burn demolished materials.

25. Preserve all surrounding buildings and property.
26. Attend and contribute to progress meetings with the County, as requested.
27. Document and keep records as required by state and federal regulations, or as specified by Larimer County.
28. The Contractor will be expected to provide traffic control as needed at their own expense.
  - a. Traffic control must meet current standards set by the Colorado Department of Transportation and the current Manual of Uniform Traffic Control Devices (MUTCD).
  - b. All Traffic Control Supervisors and flaggers must have a current certification and be able to provide proof of such when on the job.
  - c. In addition, all workers within the right-of-way must wear class 2 reflective safety vests at all times.
  - d. Contractor's proposal should list all traffic control pricing/cost in detail.
29. Use mechanical equipment to load and reasonably compact debris prior to hauling for disposal.
30. Contractor cannot keep, donate, or give away any items from the demolition site.
31. Contractor shall remove and haul from the site all excess materials, debris, and equipment belonging to the Contractor.
32. Any damage (e.g. damaged surrounding fencing, damaged road surfaces, excessive tire furrows, mud tracked onto pavement, etc.) resulting from the Contractor's activities shall be repaired by the Contractor to Larimer County's satisfaction at no expense to Larimer County.

**INSURANCE REQUIREMENTS:**

Prior to commencement of any work, contractor shall forward Certificates of Insurance to Larimer County Risk Management, 200 W. Oak St., #4000, Fort Collins, Colorado 80521. The insurance required shall be procured and maintained in full force and effect for the duration of the Contract and shall be written for not less than the following amounts, or greater if required by law. Certificate Holder should be Larimer County at the above address.

- I. Workers' Compensation and Employers' Liability (waived if there are no employees)
  - A. State of Colorado: Statutory
  - B. Applicable Federal: Statutory
  - C. Employer's Liability:
 

\$100,000 Each Accident
\$500,000 Disease-Policy Limit
\$100,000 Disease-Each Employee
  - D. Waiver of Subrogation
- II. Commercial General Liability on an Occurrence Form including the following coverages: Premises Operations; Products and Completed Operations; Personal and Advertising Injury; Medical Payments; Contractual Liability; Independent Contractors; and Broad Form Property Damage. Coverage provided should be at least as broad as found in Insurance Services Office (ISO) form CG0001. Minimum limits to be as follows:
 

A. Bodily Injury & Property Damage General Aggregate Limit	\$2,000,000
B. Products & Completed Operations Aggregate Limit	\$2,000,000
C. Personal & Advertising Injury Limit	\$1,000,000
D. Each Occurrence Limit	\$1,000,000

Other General Liability Conditions:

  1. Products and Completed Operations to be maintained for one year after final payment. Contractor shall continue to provide evidence of such coverage to the County on an annual basis during the aforementioned period (as appropriate).
  2. **Contractor agrees that the insurance afforded the County is primary.**
  3. If coverage is to be provided on Claims Made forms, contractor must refer policy to Risk Management Department for approval and additional requirements.
- III. Commercial Automobile Liability coverage to be provided on Business Auto, Garage, or Truckers form. Coverage provided should be at least as broad as found in ISO form CA0001 (BAP), CA0005 (Garage) or CA0012 (Trucker) including coverage for owned, non-owned, & hired autos. Limits to be as follows:
 

A. Bodily Injury & Property Damage Combined Single Limit	\$1,000,000
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- IV. **All Insurance policies** (except Workers Compensation and Professional Liability) **shall include Larimer County and its elected and appointed officials and employees as additional insureds as their interests may appear.** The additional insured endorsement should be at least as broad as ISO form CG2010 for General Liability coverage and similar forms for Commercial Auto and Umbrella Liability. Additional Insured endorsement(s) shall be attached to the certificate of insurance that is provided to the county.
- V. The County reserves the right to reject any insurer it deems not financially acceptable by insurance industry standards. Property and Liability Insurance Companies shall be licenses to do business in Colorado and shall have an AM Best rating of not less than B+ and/or VII.
- VI. **Notice of Cancellation:** Each insurance policy required by the insurance provision of this Contract shall provide the required coverage and shall not be suspended, voided or canceled except after thirty (30) days prior written notice has been given to the County, except when cancellation is for non-payment of premium, then ten (10) days prior notice may be given. Such notice shall be sent directly to Larimer County Risk Management, 200 W. Oak St., #4000, Ft. Collins, CO 80521. If the insurance company refuses to provide the required notice, the contractor or its insurance broker shall notify the County of any cancellation, suspension, non-renewal of any insurance within seven (7) days of receipt of insurers' notification to that effect.
- VII. Contractor shall furnish Larimer County certificates of insurance. Contractor will receive all sub-contractors certificates of insurance. Such certificate must meet all requirements listed above.

**LARIMER COUNTY DOES NOT ACCEPT LIMITATIONS OF LIABILITY.**

**ANY DEVIATIONS FROM THE STANDARDS GIVEN ABOVE MUST BE APPROVED BY THE LARIMER COUNTY RISK MANAGEMENT DEPARTMENT.**

### **PROPOSAL SUBMITTALS:**

Please submit your proposal, addressing each of the following items **in the order as outlined below**, including a Table of Contents. As time is of the essence, **brevity is appreciated**. Proposers should provide only the information requested, and present it in a clear, concise manner. Your PDF shall be one single file only.

**Incomplete proposals may be rejected.**

*(Per page one of this RFP, "Four (4) paper proposal and one (1) .pdf proposal (matching the paper proposal exactly) on one (1) FLASH DRIVE is required. If the paper proposal and the .pdf differ, the .pdf shall be the proposal of record. Firms are requested to also provide a "Redacted Copy" of their proposal on the FLASH DRIVE.")*

- 1) Signed Signature Page (page 10)
- 2) Table of Contents
- 3) Brief summary of the proposal, including Statement of Understanding showing familiarity with the Scope of Work
- 4) Limitations of Liability: Larimer County **does not** accept any Limitation of Liability provisions within the final agreement. In this section, you must specifically address your firm's position on this topic, including acceptance of this.
- 5) Explicitly explain your firm's qualifications and experience in providing all services described in this RFP, include the following:
  - a. Copies, if any, of licenses/certificates/awards pertinent to the Scope of Work
- 6) General Company Information
  - a. List any name changes of firm in the last 10 years; and date firm was established.
  - b. Describe how the firm is organized.
  - c. State and briefly describe any values, mottos, or goals that your organization operates by.
  - d. Provide any general contracting licenses held by firm.
- 7) Profile/Similar Projects  
Provide a brief project description and history of five (5) projects within the past five (5) years.
  - a. Project description should include the project name, overall scope of work, key subcontractors used, and any unique characteristics.
  - b. Describe why the project is similar in nature to the Larimer County project?

- c. What were the lessons learned on the project that will help your project team be more successful?
  - d. Provide a brief discussion of any unusual factors that affected the project delivery (e.g. owner initiated delays, additions to the work, etc.).
  - e. Provide an owner reference for listed projects.
  - f. It is preferred that the Contractor has experience managing/completing FEMA-funded projects; list your FEMA grant experience and the key points you learned from working on FEMA funded project(s).
- 8) Contractor Resources and Pricing
- a. Indicate the total number of personnel employed.
  - b. Provide an organizational chart for those resources.
  - c. Provide a full list of equipment on hand, owned, and managed by your firm.
  - d. Describe how this project will fit into the contractor's workload.
    - i. The firm should clearly identify any other contractual obligations for similar projects to other entities and identify how concurrent or multiple obligations will be supported.
  - e. Provide a general conditions and fee structure/hourly rate that itemizes all the expenses and hourly rates of your resources listed.
    - a. The pricing should be broken down to identify each step of the demolition process.
    - b. Provide hourly rates/unit rates for employees and equipment.
    - c. Price should be broken out for both ACMs and non-ACMs projects.
- 9) Statement of firm's intention to sublet portions of the work, identify what is planned, if any, to be sublet.
- a. Include the name of the sub-contractor and a statement of qualifications of the sub-contractor
- 10) Demolition Plan
- Approach to accomplish the work outlined in the Scope of Work.
- a. Description of the approach should include sufficient detail.
  - b. Describe contractor's approach to project operations, project management, equipment, crew resources, safety, and mobilization.
  - c. Describe how you track and evaluate work progress.
- 11) Safety Plan
- a. Provide the firm's OSHA reportable accident rate, current Worker's Compensation insurance multiplier and EMR rating for the last three (3) years.
  - b. Provide the OSHA reportable accident rate on projects managed by the proposed Superintendent or Project Manager over the three (3) year period.
  - c. Provide a list of all projects in the last five (5) years that have received an OSHA citation either to the general contractor or subcontractor on the jobsite and provide a narrative of the citation(s).
- 12) Asbestos Abatement Plan
- 13) Disposal Plan
- 14) Project Specific Proposal
- Using Attachment B - Hypothetical Demolition Project to generate two (2) project specific proposals, one for where the structure contains ACMs and the other if the structure does not contain ACMs.
- a. This submittal of two (2) Project Specific Proposals will allow the Evaluation Team to see Contractor's details and pricing in your Project Specific Proposals and your understanding of the Scope of Work and your ability to articulate your plans.
- The hypothetical demolition project was an actual project the County completed in 2014.*
- 15) References
- Provide at least five (5), but not more than seven (7), references for similar projects that you have completed in the past five (5) years (local to the State of Colorado preferred). *Limit this section to a maximum of ten (10) pages in length.*
- a. Include: company name, contact name, role/responsibilities and title of contact, contact phone number and email address, and project information.  
Identify your lead team member(s) that work(ed) with the reference

## **EVALUATION CRITERIA:**

Proposal submittals will be individually evaluated by each Evaluation Committee member. The criteria below will be the basis for review of the written proposals. The rating scale shall be for available points, receiving the maximum points available per criteria would be considered an outstanding rating.

<b>CRITERIA</b>	<b>STANDARD</b>	<b>POINTS AVAILABLE</b>
<b>Qualifications, Expertise, Experience, Contractor Capability, Contractor Availability, Approach, Contractual Obligations, Equipment Type and Availability, Limitations of Liability</b>	<ul style="list-style-type: none"> <li>• Is the Contractor a Colorado Certified General Abatement Contractor and have any licenses needed to complete the Scope of Work?</li> <li>• Does the Contractor and their staff have the necessary experience, qualifications, and equipment to perform the Scope of Work?</li> <li>• Does the Contractor have the availability (contractual obligations) and commitment of resources (staff, sub-contractors, equipment, etc.) needed to complete these services in a timely fashion and on-time?</li> <li>• Does the Contractor's proposed approach seem reasonable, feasible, complete, and advantageous to Larimer County?</li> <li>• Does the Contractor specifically address their firm's position on Limitation of Liability provisions, and do they align with the County's?</li> <li>• Does the Contractor's experience demonstrate safe operations?</li> </ul>	<b>100</b>
<b>Demolition Plan, Safety Plan, Asbestos Abatement Plan, Disposal Plan,</b>	<ul style="list-style-type: none"> <li>• Do the Contractor's plans complete the Scope of Work, mitigate risks, keep all safe, prevent environmental contamination, obey and follow all regulations, demonstrate proper disposal, and use resources wisely?</li> <li>• Does the Contractor's Asbestos Abatement Plan demonstrate an understanding of what is needed to safely and properly perform asbestos abatement when demolishing structures?</li> </ul>	<b>40</b>
<b>Project Specific Proposal</b>	<ul style="list-style-type: none"> <li>• Do the two (2) Project Specific Proposals (ACMs and Non-ACMs) for Attachment C - Hypothetical Demolition Project, demonstrate understanding of the Scope of Work and align with what their plans state?</li> </ul>	<b>40</b>
<b>Price</b>	<ul style="list-style-type: none"> <li>• Is the Contractor's pricing competitive, reasonable, and advantageous to Larimer County?</li> </ul>	<b>20</b>
<b>Maximum Possible Points = 200</b>		

## **AWARD AND AGREEMENT:**

A formal agreement will be awarded to the vendor with the most responsible, responsive, reasonable proposal, deemed the best fit and most advantageous to Larimer County (Interviews may be held, and references may be contacted, to assist in the decision for award).

The term of the agreement shall be for one (1) year from the date the agreement is executed. The County, at its sole option, may offer to extend this Contract for up to four (4) additional one-year terms. The extension option may be exercised providing satisfactory service is given, and must be mutually agreed upon in writing, by and between the County and the Award Vendor.

A Sample of Larimer County's "Professional Services Agreement" is included with this Request for Proposal as Attachment A - Professional Services Agreement. Any exceptions or requested additions to the attached agreement must be stated and submitted with your Proposal; these requests will not be accepted after the Proposal has closed. The County makes no guarantee of any changes or concessions, but will review and consider all requests submitted.

**NOTE: LARIMER COUNTY DOES NOT ACCEPT LIMITATIONS OF LIABILITY.**

**SIGNATURE PAGE**

ADDENDA:

The proposer acknowledges the receipt of the following Addenda:

<u>Addendum Number</u>	<u>Date of Addendum</u>	<u>Date Received</u>
_____	_____	_____
_____	_____	_____

The undersigned certifies that he/she has examined the specifications and instructions to bidders and has submitted a bid in full compliance and without collusion with any other person, individual or corporation.

The undersigned further certifies that he/she is or is trying to participate in the "E-Verify" program, an electronic program provided via U.S. Citizenship and Immigration Services, through which employers verify the employment eligibility of their employees after hire. Visit the link below for more information.

<http://www.uscis.gov/e-verify>

The undersigned certifies that you have verified that you do not employ illegal aliens, and that you shall not knowingly employ an illegal alien to perform work.

SIGNED: \_\_\_\_\_ TITLE: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

FIRM: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

DATE: \_\_\_\_\_ TELEPHONE NUMBER: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

For further information regarding this request for proposal, please contact Les Brown, Purchasing Agent, at (970) 498-5954, or [brownxld@larimer.org](mailto:brownxld@larimer.org).

**PLEASE SUBMIT YOUR PROPOSAL WITH THE FOLLOWING AFFIXED TO THE FRONT OF THE ENVELOPE:**

**Proposal Number:** P17-13, Hazardous Structure Demolition & Removal Services

**Proposal Closing Date:** \_\_\_\_\_

**Vendor Name:** \_\_\_\_\_

**Return Proposal to:**

**LARIMER COUNTY PURCHASING DIRECTOR**  
**200 W. OAK STREET, SUITE 4000, PO BOX 1190**  
**FORT COLLINS, COLORADO 80522**



**NOTE:** Use the label to the left on packages when returning your proposal response.

**Attachment A - Professional Services Agreement**  
**LARIMER COUNTY, COLORADO**  
**AGREEMENT**  
**PROFESSIONAL SERVICES**  
**(P17-XX)**

THIS AGREEMENT made effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 2017, by and between the Board of County Commissioners of Larimer County, Colorado, located at 200 W. Oak, Fort Collins, Colorado 80521, hereinafter referred to as the "County" and \_\_\_\_\_, located at \_\_\_\_\_, hereinafter referred to as the "Contractor".

**The County and the Contractor for the consideration hereinafter set forth agree as follows:**

**SECTION I - SERVICES OF THE CONTRACTOR**

The Contractor shall serve as the County's Contractor and shall provide at a minimum all of the professional \_\_\_\_\_ services which are described in the Request for Proposal P17-\_\_\_\_\_ entitled \_\_\_\_\_, and the vendor's proposal in response, all of which are incorporated by reference herein. Contractor agrees to be bound by and to perform in accordance with the aforementioned documents.

**SECTION II - INSURANCE**

The Contractor shall obtain, and maintain continuously for the term of this contract, at its expense, the insurance described in the Request for Proposal. The Contractor is not relieved of any liability or other obligations assumed pursuant to this contract by reason of its failure to obtain or maintain insurance or by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types.

**SECTION III – TERM**

The term of the contract shall be from XXXX date through XXXX, 2017.

The County at its sole option may offer to extend this contract for up to X (X) additional one-year terms. The extension option may be exercised providing satisfactory service is given and all terms and conditions of the contract have been fulfilled. Such extensions must be mutually agreed upon in writing, by and between the County and the Contractor.

**SECTION IV - INDEPENDENT CONTRACTOR**

In performing the services or work under this Agreement, the Contractor acts as an independent Contractor and is solely responsible for necessary and adequate worker's compensation insurance, personal injury and property damage insurance. The personnel employed by the Contractor are not and shall not become employees, agents or servants of the County because of the performance of any services or work by this Agreement.

**SECTION V - THE COUNTY'S RESPONSIBILITIES**

**The County shall:**

- A. Provide information as to its requirements for the project.
- B. Give prompt notice to the Contractor whenever the County observes or otherwise becomes aware of any defect in the project.
- C. Furnish, or direct the Contractor to provide at the County's expense, necessary additional services.

**SECTION VI - MUTUAL UNDERSTANDINGS OF THE COUNTY AND THE CONTRACTOR**

- A. This Agreement does not guarantee the Contractor any work except as authorized in accordance with Section I above, or create an exclusive contract for services.
- B. All of the services contemplated under this Agreement are personal and shall not be assigned, sublet or transferred without the written consent of the County.
- C. The Contractor and any and all of its personnel utilized by the County under the terms of this Agreement shall remain the agents and employees of the Contractor and are not, nor shall be, agents or employees of the County.
- D. Larimer County is a Colorado public entity and all financial obligations extending beyond the current fiscal year are subject to funds being budgeted and appropriated therefore. Termination of this agreement due to future non-appropriation shall not be considered a breach or default by County. Nothing in this agreement shall be deemed a waiver of any provision of the Colorado Governmental Immunity Act.

**SECTION VII - PAYMENT AND FEE SCHEDULE**

Billings and payments will be made using the vendor's price list. In the event that a service not listed on the price list is requested, the Contractor and the County will negotiate an appropriate unit price for the service. Contractor fees must be negotiated on a "Cost plus Fixed Fee" basis if federal funds are used to reimburse the Contractor

Invoices will be submitted by the Contractor monthly for services performed and expenses incurred pursuant to this Agreement during the prior month.

**SECTION VIII - PERFORMANCE**

- A. In performance of this contract, the contractor agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements:
  - a. All work will be performed under the supervision of the contractor or the contractor's responsible employees.
  - b. The contractor and the contractor's employees with access to or who use FTI must meet the background check requirements defined in IRS Publication 1075.
  - c. Any Federal tax returns or return information (hereafter referred to as returns or return information) made available shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Inspection by or disclosure to anyone other than an officer or employee of the contractor is prohibited.
  - d. All returns and return information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output and products will be given the same level of protection as required for the source material.
  - e. No work involving returns and return information furnished under this contract will be subcontracted without prior written approval of the IRS.
  - f. The contractor will maintain a list of employees authorized access. Such list will be provided to the agency and, upon request, to the IRS reviewing office.
  - g. The agency will have the right to void the contract if the contractor fails to provide the safeguards described above.

**SECTION IX - CRIMINAL/CIVIL SANCTIONS**

- A. Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as five years, or both, together with the costs that any such unauthorized future disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than \$1,000 with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRCs 7213 and 7431 and set forth at 26 CFR 301.6103(n)-1.
- B. Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Inspection by or disclosure to anyone without an official need-to-know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000.00 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized inspection or disclosure of returns or return information may also result in an award of civil damages against the officer or employee [United States for Federal employees] in an amount equal to the sum of the greater of \$1,000.00 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. The penalties are prescribed by IRCs 7213A and 7431 and set forth at 26 CFR 301.6103(n)-1.
- C. Additionally, it is incumbent upon the contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is so prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.
- D. Granting a contractor access to FTI must be preceded by certifying that each individual understands the agency's security policy and procedures for safeguarding IRS information. Contractors must maintain their authorization to access FTI through annual recertification. The initial certification and recertification must be documented and placed in the agency's files for review. As part of the certification and at least annually afterwards, contractors must be advised of the provisions of IRCs 7431, 7213, and 7213A ([see Exhibit 4, Sanctions for Unauthorized Disclosure](#), and [Exhibit 5, Civil Damages for Unauthorized Disclosure](#)). The training provided before the initial certification and annually thereafter must also cover the incident response policy and procedure for reporting unauthorized disclosures and data breaches. (See Section 10 ) For both the initial certification and the annual certification, the contractor must sign, either with ink or

electronic signature, a confidentiality statement certifying their understanding of the security requirements.

**SECTION X - INSPECTION**

The IRS and the Agency, with 24 hour notice, shall have the right to send its inspectors into the offices and plants of the contractor to inspect facilities and operations performing any work with FTI under this contract for compliance with requirements defined in IRS Publication 1075. The IRS' right of inspection shall include the use of manual and/or automated scanning tools to perform compliance and vulnerability assessments of information technology (IT) assets that access, store, process or transmit FTI. On the basis of such inspection, corrective actions may be required in cases where the contractor is found to be noncompliant with contract safeguards.

**SECTION XI - INDEMNIFY AND HOLD HARMLESS PROVISION**

The Contractor agrees to defend, indemnify and to hold the County and its agents, employees, appointees, and officials harmless from 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 to the extent caused or sustained by any person(s) as a result of any actual or alleged intentional or negligent act by Contractor or failure of Contractor to perform services in this Agreement according to its terms. This provision shall continue in effect after the term of this Agreement has expired or after termination of this agreement as provided herein.

**SECTION XII – LAWS AND REGULATIONS**

- A. The Contractor, at all times, agrees to observe all Federal and State laws, and Resolutions or ordinances of the local jurisdiction, and all rules and regulations which in any manner affect or govern the services or work as contemplated under this Agreement.
- B. This Agreement shall be deemed to have been made in and construed and enforced in accordance with the laws of the State of Colorado. The parties consent to exclusive jurisdiction and exclusive venue of the federal and state courts with jurisdiction in Larimer County, Colorado, for resolution of any and all disputes related in any way to this Agreement.

**SECTION XIII - TERMINATION FOR CONVENIENCE OF THE COUNTY**

- A. The County may terminate this Contract in its sole discretion at any time and for convenience and without cause. Any such termination will be made by giving Contractor notice in writing and specifying the specific date on which termination is effective. Upon receipt of written notice of termination, Contractor shall take all actions necessary to effect the termination of this Agreement on the date specified in the termination notice and to minimize the liability of Contractor and County to third parties. All such actions shall be subject to prior approval of the County and shall include, without limitation, the following:
  - a. Halting the performance of all services and other work under the Agreement on the date(s) and in the manner specified by County;
  - b. Not placing any further orders or subcontracts for materials, services, equipment, or other items;
  - c. Terminating all existing orders and subcontracts;
  - d. At County's direction, assigning to County any or all of Contractor's right, title, and interest under the orders and subcontracts terminated. Upon such assignment, County shall have the right, in its sole discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
  - e. Subject to County's approval, settling all outstanding liabilities and all claims arising out of the termination of orders and subcontracts;

## **Attachment A - Professional Services Agreement**

- f. Completing performance of any services or work that County designates to be completed prior to the date of termination specified by County;
  - g. Taking such action as may be necessary, or as the County may direct, for the protection and preservation of any property related to this Agreement which is in the possession of Contractor and in which the County has or may acquire an interest.
- B. In the event of termination for convenience, Contractor will be paid for services or work completed pursuant to this Agreement prior to such termination. The amount of such compensation shall be the proportion of services or work completed and unpaid prior to the effective date of termination in relation to the total compensation provided for in this Agreement. Contractor shall also, within 30 days after the termination date, submit to County an invoice for reasonable actual expenses incurred by Contractor for its actions taken, with prior approval from County, pursuant to Section XIII (A) above.
- C. In no event shall County be liable for costs incurred by Contractor or any of its subcontractors after the termination date specified by County, except for those costs specifically enumerated and described in the Sections XIII (A) and (B) above. Such non-recoverable costs include, but are not limited to, anticipated profits on this Agreement, post-termination employee salaries, post-termination administrative expenses, post-termination overhead or unabsorbed overhead, attorneys' fees or other costs related to the prosecution of a claim or lawsuit, prejudgment interest, or any other expense which is not reasonable and authorized under such Sections XIII (A) and (B) above.
- D. In arriving at the amount due to Contractor under this Section, County may deduct:
- a. All payments previously made by County for work or other services covered by Contractor's final invoice;
  - b. Any claim which County may have against Contractor in connection with this Agreement;
  - c. Any invoiced costs or expenses excluded pursuant to the immediately preceding subsection (C); and
  - d. In instances in which, in the opinion of the County, the cost of any service or other work performed under this Agreement is excessively high due to costs incurred to remedy or replace defective or rejected services or other work, the difference between the invoiced amount and County's estimate of the reasonable cost of performing the invoiced services or other work in compliance with the requirements of this Agreement

### **SECTION XIV - CHANGE ORDERS OR EXTENSIONS**

The County may, from time to time, require changes in the scope of the services of the Contractor to be performed herein. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by and between the County and the Contractor, shall be incorporated in written Change Orders or Extensions to this Contract.

If Larimer County orders or directs any additional compensable services or work to be performed by the Contractor, Larimer County will reimburse the Contractor for the Contractor's costs on a periodic basis for all additional directed services or work until a change order is finalized. However, any such additional services or work and the additional compensation due to Contractor must be documented and signed by both the County and Contractor before any payment is due to Contractor.

### **SECTION XV - EQUAL EMPLOYMENT OPPORTUNITY**

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor shall adhere to acceptable affirmative action guidelines in selecting employees and shall ensure that employees are treated equally during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising; layoff or termination, rates of pay or other forms of compensation; and

## **Attachment A - Professional Services Agreement**

selection for training, including apprenticeship. 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.

- B. The Contractor will cause the foregoing provisions to be inserted in all subcontractors for any services or work covered by this Contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontractors for standard commercial supplies or raw materials.
- C. The Contractor agrees to comply with such rules, regulations or guidelines as the County, State or Federal agencies may issue to implement these requirements.

### **SECTION XVI – ILLEGAL ALIENS – PUBLIC CONTRACTS FOR SERVICES**

Contractor certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement and will confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this Agreement, through participation in the E-Verify Program or the Department program established pursuant to C.R.S. §8-17.5-102(5)(c). Contractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement or enter into a contract with a subcontractor that fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement. Contractor (a) shall not use E-Verify Program or Department program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed, (b) shall notify the subcontractor and the County within three days if Contractor has actual knowledge that a subcontractor is employing or contracting with an illegal alien for work under this Agreement, (c) shall terminate the subcontract if a subcontractor does not stop employing or contracting with the illegal alien within three days of receiving the notice, and (d) shall comply with reasonable requests made in the course of an investigation, undertaken pursuant to C.R.S. §8-17.5-102(5), by the Colorado Department of Labor and Employment. If Contractor participates in the Department program, Contractor shall deliver to the County a written, notarized affirmation, affirming that Contractor has examined the legal work status of such employee, and shall comply with all of the other requirements of the Department program. If Contractor fails to comply with any requirement of this provision or C.R.S. §8-17.5-102 et seq., the County may terminate this Agreement for breach and, if so terminated, Contractor shall be liable for damages.

### **SECTION-XVII - LICENSING**

The Contractor shall be licensed and shall secure building permits as required by law.

### **SECTION XVIII - SPECIAL CONDITIONS**

The services or work to be performed under this Contract shall commence promptly after receipt of a fully executed copy of this agreement to the extent that the Contractor has been authorized to proceed by the County and the Contractor shall complete the services or work within XXX consecutive calendar days after commencement of the services or work.

The Contract Administrator for this contract shall be XXX, (title) and he/she may be reached by phone at XXX, or by email at XXXXX@larimer.org. The Contract Administrator does not have the authority to alter or modify the terms of this Agreement.

### **SECTION XIX - INSPECTIONS, REVIEWS AND AUDITS**

- A. During all phases of the services or work and services to be provided hereunder the Contractor agrees to permit duly authorized agents and employees of the County, to enter the Contractor's offices for the

**Attachment A - Professional Services Agreement**

purpose of inspections, reviews and audits during normal working hours. Reviews may also be accomplished at meetings that are arranged at mutually agreeable times and places.

- B. Contractor and its subcontractors shall maintain all books, documents, papers, accounting records and other evidence pertaining to cost incurred and shall make such materials available at their respective offices at all reasonable times during the contract period and for three years from the date of final payment, for inspection by Larimer County and copies thereof shall be furnished if requested.

**SECTION XX - REPRESENTATIONS AND WARRANTIES**

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

**SECTION XXI – DEBARMENT LIST**

The Contractor certifies by signing this document that neither the Contractor, the organization nor its principals, are suspended or debarred or otherwise excluded from procurement by the Federal government and do not appear on the Excluded Parties List System (EPLS) maintained by the General Services Administration (GSA).

**SECTION XXII – DEFAULT**

If Contractor defaults in any obligation under this contract, Contractor shall be liable for all costs, expenses and payment incurred by the County including any reasonable expenses for attorney’s bills.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

Board of County Commissioners  
Of The County Of Larimer

Attest: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Lew Gaiter III  
Chair, Board of County Commissioners

**CONTRACTOR** \_\_\_\_\_

Representative Signature: \_\_\_\_\_

Representative Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Address:** \_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

STRUCTURE AT 2546 HWY 34 DRAKE, CO 80515



Structure is approximately 552 square feet and is off the concrete foundation. The structure has direct access from the right-of-way of Hwy 34 and will need traffic control.









