



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

PROPOSAL NUMBER: P16-17  
DESCRIPTION: Budweiser Event Center Club Seating Replacement  
RECORDING DATE: December 30, 2016

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 December 30, 2016 at which time they will be recorded, but not publicly opened, to consider contracting with a vendor to replace the existing upholstered fixed and retractable club seating in the Budweiser Event Center (BEC) at The Ranch, a.k.a Larimer County Fairgrounds in Loveland, Colorado.

## **PRE-PROPOSAL MEETING**

A Pre-Proposal meeting/walk-through will be held November 30, 2016 at 10:30 a.m. All vendors attending the meeting are to meet in the front lobby of the Budweiser Event Center, 5290 Arena Circle, Loveland, Colorado. Representatives from the BEC will be present to guided and answer questions.

**\*\*\* THIS WILL BE THE ONLY PRE-PROPOSAL MEETING/WALK-THROUGH OFFERED \*\*\***

**\*\* NO OTHER MEETING WILL BE CONDUCTED \*\***

All questions regarding this proposal must be emailed to Les Brown, Purchasing Agent, at [brownxd@larimer.org](mailto:brownxd@larimer.org). **Questions are due no later than 10:00 a.m. December 16, 2016.** Please call Les Brown at 970-498-5954 to verify receipt of your questions.

Each proposal must, **or the proposal will be REJECTED**, be accompanied by a Bid Guaranty consisting of a properly Certified Check, Cashier's Check, or Bid Bond, in the amount of five percent (5%) of the contractor's Project Price, without conditions, payable to Larimer County. The Bid Bond (Attachment B), included in this document must be used as the Bid Guaranty. This is the only acceptable format for a Bid Bond; no other format will be accepted. Bid Guaranties may be held until the contract is awarded; provided the time from RFP recording to contract award does not exceed thirty days.

The award Contractor will be required to furnish 100% Performance and Payment Bonds (Attachment C) within ten days after the Notice of Award, **if total project cost is equal to or great than \$100,000.00.**

### **INSTRUCTIONS TO PROPOSERS:**

Four (4) paper proposals 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** until the contractor provides the requested proof of insurance as outlined in the “Insurance Requirements for Contractors” and until such proof is accepted by Larimer County. **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 Hope Verro, Risk Management Coordinator, 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 2016” 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/flash/drivele/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.

The County encourages and participates in cooperative purchasing endeavors undertaken by or on behalf of other governmental jurisdictions. To the extent other governmental jurisdictions are legally able to participate in cooperative purchasing endeavors, the County supports such cooperative activities. Further, it is a specific requirement of this Invitation to Bid that pricing offered herein to the County may be offered by the vendor to any other governmental jurisdiction purchasing the same products. The vendor should deal directly with any governmental agency concerning the placement of purchase orders, freight charges for destinations outside of the Larimer County, contracting and disputes, invoicing, and payment. The County shall not be held liable or responsible for any liability, claims, costs, damages, demands, actions, losses, judgments or expenses incurred by the Contractor or any such government entity relating to such separate contract or this solicitation.

## **PROJECT OVERVIEW:**

“The Ranch” Events Complex intends to contract with one (1) vendor to replace the existing upholstered fixed and retractable club seats at the Budweiser Event Center (BEC), located at 5290 Arena Circle, Loveland, Colorado. See Attachment E - Budweiser Events Center Seating and Seating 01-06 for the existing seating drawings and layouts.

All technical information provided by Larimer County is for reference purposes only. All County-provided drawings, dimensions, and layouts are to be confirmed by the vendor and incorporated into their calculations and drawings. Any missing information does not relieve the vendor from the responsibility of providing what is required to complete this project. Vendors are encouraged to attend the pre-proposal meeting/walk-through of the BEC to competitively propose on this project. Vendors must research the existing retractable seating structures and seat layouts prior to submitting their proposal. Change orders due to vendor's error are not permitted and will not be accepted.

## **SPECIFICATIONS/SCOPE OF WORK:**

The Contractor shall provide, perform, and/or furnish the following services:

- A. The Contractor shall provide all tools, equipment, parts, material, and freight needed to complete the entire Club Seat Replacement Project.
- B. The Contractor's pricing must include all labor, materials, drawings, adjustments, tools, engineering, licenses, bonds, transportation, travel and related expenses, supervision, coordination, on-site and off-site training, and anything reasonably needed to successfully complete the Club Seat Replacement Project.
- C. The Contractor will provide engineered drawings, seating layouts, seating sizes, calculations, seating brackets, seating control mechanisms, and full upholstered chairs with armrests.
- D. The Contractor will design, provide specified data and documentation, warrant, train on-site staff and/or other contractors, repair, and maintain the system they propose.
- E. The Contractor shall provide new vinyl upholstered seats with fixed mounting brackets and foldable mounting brackets for the retractable sections (armrests and cup holders for section Q, R, and S only).
- F. The Contractor shall shift existing seats in sections Q, R, and S with rows that currently accommodate an odd number of seats to accommodate an even number.

- a. These seats shall be larger than the existing seats.
  - b. Existing sections, rows, and potential seating arrangement can be seen in Attachment E and shall be re-designed to match seat layout seen in "Potential Seating Arrangement."
  - c. The Contractor shall install 558 upholstered club seats in replacement of existing upholstered club seating.
- G. The Contractor shall remove the existing upholstered club seats and polyethylene overlaid plywood floor decking.
- H. The Contractor shall dispose of all removed mounting hardware, wood, and seats.
- I. The Contractor shall include 10% overage of all mounting hardware, moving "claw" hardware, and folding mechanisms as owner stock.
- J. The Contractor shall install all proposed seating fixtures, on-site polyethylene overlaid plywood decking (known as mezzanine floor decking), and mounting hardware for a complete working seat and system.
- K. The Contractor shall provide replacement system warranty information with any exclusions and exceptions clearly noted.
- L. The Contractor must guarantee that all equipment interfaces seamlessly with the existing retractable seating hardware and structure.
- M. The Contractor is responsible for providing a complete and working system as intended.
- N. Contractors shall provide to the BEC a working sample of no less than 1 row of the proposed folding retractable seat and bracket at vendor's expense, including shipping to and from the BEC. This sample should arrive at the BEC prior to RFP recording date so the Evaluation Committee members can evaluate (quality assurance).
- a. This working sample shall include mounting brackets and hardware to enable the BEC to install and mount the sample to the existing structure for quality assurance of product.
- O. The Contractor shall clean all construction areas and shall leave the facility in the same, or better, condition as found.
- P. The Contractor shall verify that all systems are working correctly and seamlessly with existing structure and components.
- Q. The Contractor shall work directly with event management team to build the most timely and effective schedule to complete this project.
- a. The installation schedule will occur after the 2016-17 hockey season.
  - b. Current plan is to perform the scope of work around May, June, or July 2017.
  - c. The event schedule is consistently changing due to events being added, so the awarded contractor will need to work closely with the BEC to schedule work around events.
- R. The Contractor's product shall meet or exceed all Americans with Disabilities Act seating requirements

## **QUALIFICATIONS:**

Contractor qualifications, at a minimum, should include the following:

- A. Successfully completed three (3) projects, similar in scope to this RFP, within the last five (5) years.
- B. Be the manufacturer of the hardware or primary integrator.
- C. Maintain a fully staffed and equipped service facility.
- D. Have plant capacity and equipment to complete the work on schedule.
- E. Have a regional service organization to meet warranty and out of warranty needs (ideally no more than four (4) hours away from the BEC).

## **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

- 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. Professional Liability/Errors & Omissions \$1,000,000

IV. 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

V. **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.

VI. 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.

- VII. **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.
- VIII. 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.

**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**. 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 9).
2. Proposing vendors must ship the required sample to Budweiser Event Center, Attn: Tom Manning, 5290 Arena Circle, Loveland, CO 80538.

As stated on page 4 under scope of work - "Contractors shall provide to the BEC a working sample of no less than 1 row of the proposed folding retractable seat and bracket at vendor's expense, including shipping to and from the BEC. This sample should arrive at the BEC prior to RFP recording date so the Evaluation Committee members can evaluate (quality assurance). This working sample shall include mounting brackets and hardware to enable The Ranch to install and mount the sample to the existing structure for quality assurance of product".

**(Vendors MUST NOT send their proposals to the BEC address above)**

3. Table of contents.
4. Brief summary of the proposal, including Statement of Understanding showing familiarity with the Scope of Work.
5. Explain your firm's qualifications, history, and experience in providing all services described in this RFP and include the following:
  - Copies, if any, of licenses/certificates/awards pertinent to the scope of work.
  - The age of the firm, brief history, and average number of employees over the past five years.
6. Organizational chart and résumés of all key professional staff and core staff that will be involved with this project.
  - Identify who will act as the primary contact person for Larimer County.
7. Statement of firm's intention to sublet portions of the work, identifying what is planned to be sublet.
  - Include the name of the sub-contractor and a statement of qualifications of the sub-contractor.

8. Describe how this project will fit into the Contractor's workload.
  - 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.
9. Approach
  - Detail how your firm will complete the Club Seat Replacement project at the BEC.
  - Description of the sequential tasks planned to accomplish the work including any responsibilities Larimer County will have.
  - Provide estimated lead time for manufacturing.
  - Provide estimated time and installation to complete entire Club Seat Replacement Project
10. Provide design and equipment specifications and drawings.
11. Provide an engineering plan, including a clear description of the percentage of work engineer will be on site.
12. The Contractor shall provide lead time of all proposed products and equipment.
13. Project Budget and Fee Structure.
  - Prepare and provide an itemized proposal.
  - Subtotal fees by tasks/phases wherever possible.
  - Provide a total cost to complete the project.
14. Provide your narrative for Attachment A - References.

<b>SHIPPING CLARIFICATION</b>	
<p>The four (4) paper proposals and one (1) .pdf proposal on one (1) FLASH DRIVE ships to:</p> <p style="text-align: center;">Larimer County Purchasing Director 200 W. Oak Street, Suite 4000 PO Box 1190 Fort Collins, Colorado 80522</p>	<p>The working sample ships to:</p> <p style="text-align: center;">Budweiser Event Center Attn: Tom Manning 5290 Arena Circle Loveland, CO 80538.</p>

## **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 from 1 to 5, with 1 being a poor rating, 3 being an average rating, and 5 being an outstanding rating.

<b>Criteria</b>	<b>Standard</b>	<b>Weighting Factor</b>
<b>Quality Assurance</b>	Does the product design and quality meet or exceed the County's needs (fit, form, and function)?	40%
<b>Firm Capability</b>	Does the contractor, key staff, and/or sub-contractors have the experience and qualifications to perform the scope of work? Does the contractor's proposal allow the Evaluation Committee to determine how the contractor's background and experience will best meet the needs of the County? Does the contractor have the qualifications needed?	15%
<b>Project Approach</b>	Does the contractor have an understanding of the project and a comprehensive approach to timely complete the project? Does the contractor's approach allow the Evaluation Committee to determine how the respondent will best meet the needs of the County? Does the contractor's approach appear well-reasoned and well-seasoned?	15%
<b>Firm Availability and Project Schedule</b>	Does the contractor have the availability and commitment of key staff members and other staff and resources (sub-contractors) needed to complete this project in a timely fashion? Does the proposed schedule meet the County's needs?	15%
<b>Cost</b>	Is the contractor's budget and fee structure competitive, reasonable, and advantageous to Larimer County?	15%

## **AWARD AND AGREEMENT:**

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

A Sample of Larimer County's "Professional Services Agreement" is included with this Request for Proposal as Attachment D - Sample Agreement. It is expected that any exceptions and/or additions to the attached agreement be stated and submitted with your proposal. The County makes no guarantee any changes or concessions, but will review and consider any requests.

**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 [brownxd@larimer.org](mailto:brownxd@larimer.org).

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

**Proposal: P16-17 Budweiser Event Center Club Seating Replacement**

**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.

**REFERENCES**

The Contractor shall provide a narrative response listing three (3) references; references need to be for similar projects within the last five (5) years. Contractor needs to use these reference narratives to provide proof of qualifications and understanding of Larimer County’s Scope of Work. Failure to include references and/or the inability to contact the references may cause your proposal to be rejected or deemed non-responsive.

<b>Requirement</b>
<ul style="list-style-type: none"><li>• Organization represented</li><li>• Individual Name</li><li>• Position Title</li><li>• Physical Address</li><li>• Mailing Address</li><li>• Telephone number</li><li>• Email address</li><li>• Proof of qualifications and understanding of Larimer County’s Scope of Work</li><li>• Date of installation or services rendered</li></ul>



**Attachment C - Payment and Performance Bonds**  
**PAYMENT BOND**

KNOW ALL MEN BY THESE PRESENTS, that \_\_\_\_\_  
\_\_\_\_\_, of the County of \_\_\_\_\_,  
State of \_\_\_\_\_, as principal, and \_\_\_\_\_  
\_\_\_\_\_ of \_\_\_\_\_,  
State of \_\_\_\_\_, as surety, are held and firmly bound unto the County of Larimer, in the  
penal sum of \_\_\_\_\_  
\_\_\_\_\_ (\$\_\_\_\_\_),

with interest thereon at the rate of eight percent (8%) per annum until paid, in good and lawful money of the United States of America, for the payment of which sum well and truly to be made, principal and surety bind ourselves, our heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents.

WITNESS our hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 2016.

The conditions of the foregoing obligation are such that whereas, on the date hereof, the said principal entered into a written contract with the County of Larimer for the construction of P16-17 Budweiser Event Center Club Seating Replacement, in the State of Colorado; said construction work to be done according to the requirements of said contract.

NOW THEREFORE, if the said principal shall at all times duly and faithfully promptly make payments in all amounts lawfully due to all persons supplying or furnishing him or his subcontractors with labor or materials used or performed in the prosecution of the work provided for in such contract, then this bond will be null and void, otherwise the principal and surety will indemnify and save harmless the County to the extent of any payments in connection with the carrying out of any such contracts which the County may be required to make under the law.

Larimer County shall be under no obligation, except as expressly provided by statute, to withhold any sums due the said principal under the terms of this contract, or to protect in any other way the surety or sureties, claimants or others.

No representation or statement of the principal made to the surety or sureties in application for this bond, or otherwise, shall be read into or be a part of this bond or binding in any way on the obligee herein.

No assignment by principal to surety of the proceeds of such contract shall be binding, except as to any net surplus after paying all claims chargeable by law or by said contract, against the proceeds thereof.

No extension of time of performance of said contract or delay in the completion of the work thereunder shall invalidate this bond or release the liability of the surety thereunder.

This Bid shall not be deemed valid until it shall have been accepted by the Chair, Larimer County Board of Commissioners, or such assistant as he or she may designate.

**Attachment C - Payment and Performance Bonds**

IN WITNESS WHEREOF, we have hereunto set our hands and seals at \_\_\_\_\_  
\_\_\_\_\_, Colorado, the day and date written above.

\_\_\_\_\_(SEAL)  
Signature of Principal

\_\_\_\_\_(SEAL)  
Signature of Principal

\_\_\_\_\_(SEAL)  
Signature of Surety

\_\_\_\_\_(SEAL)  
Signature of Surety

**Attachment C - Payment and Performance Bonds**  
**PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS, that we \_\_\_\_\_  
\_\_\_\_\_, of the County of \_\_\_\_\_, State of \_\_\_\_\_,  
as principal, and \_\_\_\_\_  
of \_\_\_\_\_,  
State of \_\_\_\_\_, as surety, are held and firmly bound unto the County of Larimer, in the  
penal sum of \_\_\_\_\_  
\_\_\_\_\_ (\$\_\_\_\_\_)

with interest thereon at the rate of eight percent (8%) per annum until paid, in good and lawful money of the United States of America, for the payment of which sum well and truly to be made, principal and surety bind ourselves, our heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents.

WITNESS our hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 2016.

The conditions of the foregoing obligation are such that whereas, on the date hereof, the said principal entered into a written contract with the County of Larimer for the construction of P16-17 Budweiser Event Center Club Seating Replacement. In the State of Colorado; said construction work to be done according to the requirements of said contract.

NOW, THEREFORE, if the said principal shall at all times duly and faithfully discharge its, his or their duties under said contract, and shall duly and faithfully perform all the obligations thereof, and shall and will indemnify and save harmless the County of Larimer, and all persons as provided by the Statutes of the State of Colorado, from any and all damages or loss which the County of Larimer or any persons as provided by the Statutes of the State of Colorado may or shall suffer by reason of the default of the principal or anyone acting for it as subcontractor or otherwise in the performance of this contract, or by reason of any failure on the part of said principal, its agents, servants, or employees, subcontractor or subcontractors, or any of them, in the performance of said contract or any portion thereof, and if the said principal, its subcontractor or subcontractors, and each and all of them, shall duly pay for all labor, materials, and other supplies used or consumed in the performance of the work contracted to be done or any part thereof, then this obligation shall be void; otherwise it shall remain in full force and effect.

Larimer County shall be under no obligation, except as expressly provided by statute, to withhold any sums due the principal under the terms of this contract, or to protect in any other way the surety or sureties, claimants or others.

No representation or statement of the principal made to the surety or sureties in application for this bond, or otherwise, shall be read into or be a part of this bond or binding in any way on the obligee herein.

No assignment by principal to surety of the proceeds of such contract shall be binding, except as to any net surplus after paying all claims chargeable by law or by said contract, against the proceeds thereof.

No extension of time of performance of said contract or delay in the completion of the work thereunder shall invalidate this bond or release the liability of the surety thereunder.

This Bid shall not be deemed valid until it shall have been approved by the Chair, Larimer County Board of Commissioners, or such assistant as he or she may designate.

**Attachment C - Payment and Performance Bonds**

IN WITNESS WHEREOF, we have hereunto set our hands and seals at  
\_\_\_\_\_,  
Colorado, the day and date written above.

\_\_\_\_\_(SEAL)  
Signature of Principal

\_\_\_\_\_(SEAL)  
Signature of Principal

\_\_\_\_\_(SEAL)  
Signature of Surety

\_\_\_\_\_(SEAL)  
Signature of Surety

LARIMER COUNTY, COLORADO  
AGREEMENT  
PROFESSIONAL SERVICES  
(P16-XX)

THIS AGREEMENT made effective as of the \_\_\_\_ day of \_\_\_\_\_, 2016, 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 P16-\_\_\_\_ 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.

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 II – TERM**

The term of the contract shall be from XXXX date through XXXX, 2016.

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 III - 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 IV - 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 V - 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 VI - PAYMENT AND FEE SCHEDULE**

Billings and payments will be made using the prices listed on the Price Schedule and audited overhead rate that is compliant with FAR and AASHTO Audit Guide requirements. In the event that a service not listed on the Price Schedule 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.

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.

**SECTION VII - 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 VIII - CHARTER, LAWS AND ORDINANCES**

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.

**SECTION IX - 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:

- i. Halting the performance of all services and other work under the Agreement on the date(s) and in the manner specified by County;
- ii. Not placing any further orders or subcontracts for materials, services, equipment, or other items;
- iii. Terminating all existing orders and subcontracts;
- iv. 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;
- v. Subject to County's approval, settling all outstanding liabilities and all claims arising out of the termination of orders and subcontracts;
- vi. Completing performance of any services or work that County designates to be completed prior to the date of termination specified by County;
- vii. 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 IX(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 IX (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 IX (A) and (B) above.

D. In arriving at the amount due to Contractor under this Section, County may deduct:

- i. All payments previously made by County for work or other services covered by Contractor's final invoice;

- ii. Any claim which County may have against Contractor in connection with this Agreement;
- iii. Any invoiced costs or expenses excluded pursuant to the immediately preceding subsection (C); and

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 X - 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 XI - 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 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.
- D. The Contractor shall be licensed as required by law.

### **SECTION XII – 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-XIII - LICENSING**

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

### **SECTION XIV - 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 XV - 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 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 XVI - 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 XVII – 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 XVIII – 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 \_\_\_\_, 2016.

Board of County Commissioners  
Of The County Of Larimer

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

By: \_\_\_\_\_  
Tom Donnelly  
Chair, Board of County Commissioners

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

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

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

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

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

\_\_\_\_\_

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

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