ADAMS COUNTY
PROFESSIONAL SERVICE AGREEMENT
FOR FURNITURE REMOVAL SERVICES

THIS AGREEMENT ("Agreement") is made this 5 day of NOVEMBER 2018, by and between the Adams County Board of County Commissioners, located at 4430 South Adams County Parkway, Brighton, Colorado 80601, hereinafter referred to as the "County," and Workplace Resource, located at 9600 East 40th Avenue, Denver, Colorado 80238, hereinafter referred to as the "Contractor." The County and the Contractor may be collectively referred to herein as the "Parties."

The County and the Contractor, for the consideration herein set forth, agree as follows:

1. SERVICES OF THE CONTRACTOR:

1.1. All work shall be in accordance with the attached IFB 2018.531 – Human Services Building Furniture Removal and the Contractor’s response to the IFB 2018.531 attached hereto as Exhibit A, and incorporated herein by reference. Should there be any discrepancy between Exhibit A and this Agreement the terms and conditions of this Agreement shall prevail.

1.2. Emergency Services: In the event the Adams County Board of County Commissioners declares an emergency, the County may request additional services (of the type described in this Agreement or otherwise within the expertise of the Contractor) to be performed by the Contractor. If the County requests such additional services, the Contractor shall provide such services in a timely fashion given the nature of the emergency, pursuant to the terms of this Agreement. Unless otherwise agreed to in writing by the parties, the Contractor shall bill for such services at the rates provided for in this Agreement.

2. RESPONSIBILITIES OF THE COUNTY: The County shall provide information as necessary or requested by the Contractor to enable the Contractor's performance under this Agreement.

3. TERM:

3.1. Term of Agreement: The Term of this Agreement shall be from date of full execution through December 31, 2018.

4. PAYMENT AND FEE SCHEDULE: The County shall pay the Contractor for services furnished under this Agreement, and the Contractor shall accept as full payment for those services the not to exceed amount of $46,262.43.

4.1. Payment pursuant to this Agreement, whether in full or in part, is subject to and contingent upon the continuing availability of County funds for the purposes hereof. In the event that funds become unavailable, as determined by the County, the County may immediately terminate this Agreement or amend it accordingly.
4.2. Per item pricing was submitted for the removal of an average office and the removal of two separate high density storage systems. Should the County find the need to remove an average office or either of the two high density storage systems, the Per Item pricing attached will apply.

5. **INDEPENDENT CONTRACTOR:** In providing services under this Agreement, the Contractor acts as an independent contractor and not as an employee of the County. The Contractor shall be solely and entirely responsible for his/her acts and the acts of his/her employees, agents, servants, and subcontractors during the term and performance of this Agreement. No employee, agent, servant, or subcontractor of the Contractor shall be deemed to be an employee, agent, or servant of the County because of the performance of any services or work under this Agreement. The Contractor, at its expense, shall procure and maintain workers' compensation insurance as required by law. Pursuant to the Workers' Compensation Act § 8-40-202(2)(b)(IV), C.R.S., as amended, the Contractor understands that it and its employees and servants are not entitled to workers' compensation benefits from the County. The Contractor further understands that it is solely obligated for the payment of federal and state income tax on any moneys earned pursuant to this Agreement.

6. **NONDISCRIMINATION:**

6.1. **The Contractor shall not discriminate against any employee or qualified applicant for employment because of age, race, color, religion, marital status, disability, sex, or national origin.** The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices provided by the local public agency setting forth the provisions of this nondiscrimination clause. Adams County is an equal opportunity employer.

6.1.1. The Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

7. **INDEMNIFICATION:** The Contractor agrees to indemnify and hold harmless the County, its officers, agents, and employees for, from, and against any and all claims, suits, expenses, damages, or other liabilities, including reasonable attorney fees and court costs, arising out of damage or injury to persons, entities, or property, caused or sustained by any person(s) as a result of the Contractor's performance or failure to perform pursuant to the terms of this Agreement or as a result of any subcontractors' performance or failure to perform pursuant to the terms of this Agreement.

8. **INSURANCE:** The Contractor agrees to maintain insurance of the following types and amounts:

8.1. **Commercial General Liability Insurance:** to include products liability, completed operations, contractual, broad form property damage and personal injury.
8.1. Each Occurrence: $1,000,000
8.2. General Aggregate: $2,000,000

8.2. Comprehensive Automobile Liability Insurance: to include all motor vehicles owned, hired, leased, or borrowed.

8.2.1. Bodily Injury/Property Damage: $1,000,000 (each accident)
8.2.2. Personal Injury Protection: Per Colorado Statutes

8.3. Workers' Compensation Insurance: Per Colorado Statutes

8.4. Professional Liability Insurance: to include coverage for damages or claims for damages arising out of the rendering, or failure to render, any professional services, as applicable.

8.4.1. Each Occurrence: $1,000,000
8.4.2. This insurance requirement applies only to the Contractors who are performing services under this Agreement as professionals licensed under the laws of the State of Colorado, such as physicians, lawyers, engineers, nurses, mental health providers, and any other licensed professionals.

8.5. Adams County as "Additional Insured": The Contractor's commercial general liability, and comprehensive automobile liability, insurance policies and/or certificates of insurance shall be issued to include Adams County as an "additional insured" and shall include the following provisions:

8.5.1. Underwriters shall have no right of recovery or subrogation against the County, it being the intent of the parties that the insurance policies so affected shall protect both parties and be primary coverage for any and all losses resulting from the actions or negligence of the Contractor.

8.5.2. The insurance companies issuing the policy or policies shall have no recourse against the County for payment of any premiums due or for any assessments under any form of any policy.

8.5.3. Any and all deductibles contained in any insurance policy shall be assumed by and at the sole risk of the Contractor.

8.6. Licensed Insurers: All insurers of the Contractor must be licensed or approved to do business in the State of Colorado. Upon failure of the Contractor to furnish, deliver and/or maintain such insurance as provided herein, this Agreement, at the election of the County, may be immediately declared suspended, discontinued, or terminated. Failure of the Contractor in obtaining and/or maintaining any required insurance shall not relieve the Contractor from any liability under this Agreement, nor shall the insurance requirements be construed to conflict with the obligations of the Contractor concerning indemnification.
8.7. **Endorsement:** Each insurance policy herein required shall be endorsed to state that coverage shall not be suspended, voided, or canceled without thirty (30) days prior written notice by certified mail, return receipt requested, to the County.

8.8. **Proof of Insurance:** At any time during the term of this Agreement, the County may require the Contractor to provide proof of the insurance coverage or policies required under this Agreement.

9. **DAMAGES ARISING FROM BREACH OF PERFORMANCE OBLIGATIONS**

9.1. Notwithstanding anything else set forth in this Agreement, if Contractor fails to comply with all terms of this contract, including but not limited to, its obligation to perform its work in a workmanlike manner in accordance with all codes, plans, specifications and industry standards, Contractor shall be liable to County for all damages arising from the breach, including but not limited to, all attorney fees, costs and other damages.

10. **WARRANTY:**

10.1. The Contractor warrants and guarantees to the County that all work, equipment, and materials furnished under the Agreement are free from defects in workmanship and materials for a period of one year after final acceptance by the County. The Contractor further warrants and guarantees that the plans and specifications incorporated herein are free of fault and defect sufficient for Contractor to warrant the finished product after completion date. Should the Contractor fail to proceed promptly in accordance with this guarantee, the County may have such work performed at the expense of the Contractor. This section does not relieve the Contractor from liability for defects that become known after one year.

11. **TERMINATION:**

11.1. **For Cause:** If, through any cause, the Contractor fails to fulfill its obligations under this Agreement in a timely and proper manner, or if the Contractor violates any of the covenants, conditions, or stipulations of this Agreement, the County shall thereupon have the right to immediately terminate this Agreement, upon giving written notice to the Contractor of such termination and specifying the effective date thereof.

11.2. **For Convenience:** The County may terminate this Agreement at any time by giving written notice as specified herein to the other party, which notice shall be given at least thirty (30) days prior to the effective date of the termination. If this Agreement is terminated by the County, the Contractor will be paid an amount that bears the same ratio to the total compensation as the services actually performed bear to the total services the Contractor was to perform under this Agreement, less payments previously made to the Contractor under this Agreement.
12. MUTUAL UNDERSTANDINGS:

12.1. Jurisdiction and Venue: The laws of the State of Colorado shall govern as to the interpretation, validity, and effect of this Agreement. The parties agree that jurisdiction and venue for any disputes arising under this Agreement shall be with Adams County, Colorado.

12.2. Compliance with Laws: During the performance of this Agreement, the Contractor agrees to strictly adhere to all applicable federal, state, and local laws, rules and regulations, including all licensing and permit requirements. The parties hereto aver that they are familiar with § 18-8-301, et seq., C.R.S. (Bribery and Corrupt Influences), as amended, and § 18-8-401, et seq., C.R.S. (Abuse of Public Office), as amended, the Clean Air Act (42 U.S.C. 7401-7671q), and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended, and that no violation of such provisions are present. The Contractor warrants that it is in compliance with the residency requirements in §§ 8-17.5-101, et seq., C.R.S. Without limiting the generality of the foregoing, the Contractor expressly agrees to comply with the privacy and security requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

12.3. OSHA: The Contractor shall comply with the requirements of the Occupational Safety and Health Act (OSHA) and shall review and comply with the County’s safety regulations while on any County property. Failure to comply with any applicable federal, state or local law, rule, or regulation shall give the County the right to terminate this agreement for cause.

12.4. Record Retention: The Contractor shall maintain records and documentation of the services provided under this Agreement, including fiscal records, and shall retain the records for a period of three (3) years from the date this Agreement is terminated. Said records and documents shall be subject at all reasonable times to inspection, review, or audit by authorized Federal, State, or County personnel.

12.5. Assignability: Neither this Agreement, nor any rights hereunder, in whole or in part, shall be assignable or otherwise transferable by the Contractor without the prior written consent of the County.

12.6. Waiver: Waiver of strict performance or the breach of any provision of this Agreement shall not be deemed a waiver, nor shall it prejudice the waiving party’s right to require strict performance of the same provision, or any other provision in the future, unless such waiver has rendered future performance commercially impossible.

12.7. Force Majeure: Neither party shall be liable for any delay or failure to perform its obligations hereunder to the extent that such delay or failure is caused by a force or event beyond the control of such party including, without limitation, war, embargoes, strikes, governmental restrictions, riots, fires, floods, earthquakes, or other acts of God.
12.8. **Notice:** Any notices given under this Agreement are deemed to have been received and to be effective:

1) Three (3) days after the same shall have been mailed by certified mail, return receipt requested;

2) Immediately upon hand delivery; or

3) Immediately upon receipt of confirmation that an E-mail was received. For the purposes of this Agreement, any and all notices shall be addressed to the contacts listed below:

   Department: Adams County Facility Operations  
   Contact: Nicci Beauprez  
   Address: 4430 South Adams County Parkway  
   City, State, Zip: Brighton, Colorado 80601  
   Phone: 720.523.6060  
   E-mail: Nbeauprez@adcogov.org

   Department: Adams County Purchasing  
   Contact: Shawn Hartmann  
   Address: 4430 South Adams County Parkway  
   City, State, Zip: Brighton, Colorado 80601  
   Phone: 720.523.6279  
   E-mail: Shartmann@adcogov.org

   Department: Adams County Attorney’s Office  
   Address: 4430 South Adams County Parkway  
   City, State, Zip: Brighton, Colorado 80601  
   Phone: 720.523.6116

Contractor: Workplace Resource  
Contact: Tim Vanlddekinge  
Address: 9600 East 40th Avenue  
City, State, Zip: Denver, Colorado 80238  
Phone: 303.571.5211  
E-mail: Tim.vanlddekinge@wrcolo.com

12.9. **Integration of Understanding:** This Agreement contains the entire understanding of the parties hereto and neither it, nor the rights and obligations hereunder, may be changed, modified, or waived except by an instrument in writing that is signed by the parties hereto.

12.10. **Severability:** If any provision of this Agreement is determined to be unenforceable or invalid for any reason, the remainder of this Agreement shall remain in effect, unless otherwise terminated in accordance with the terms contained herein.
12.11. Authorization: Each party represents and warrants that it has the power and ability to enter into this Agreement, to grant the rights granted herein, and to perform the duties and obligations herein described.

12.12. Confidentiality: All documentation related to this Agreement will become the property of Adams County. All documentation maintained or kept by Adams County shall be subject to the Colorado Open Records Act, C.R.S. 24-72-201 et seq. ("CORA"). The County does not guarantee the confidentiality of any records.

13. AMENDMENTS, CHANGE ORDERS OR EXTENSIONS:

13.1. Amendments or Change Orders: The County may, from time to time, require changes in the scope of the services of the Contractor to be performed herein including, but not limited to, additional instructions, additional work, and the omission of work previously ordered. The Contractor shall be compensated for all authorized changes in services, pursuant to the applicable provision in the Solicitation, or, if no provision exists, pursuant to the terms of the Amendment or Change Order.

13.2. Extensions: The County may, upon mutual written agreement by the parties, extend the time of completion of services to be performed by the Contractor.

14. COMPLIANCE WITH C.R.S. § 8-17.5-101, ET. SEQ. AS AMENDED 5/13/08:

Pursuant to Colorado Revised Statute (C.R.S.), § 8-17.5-101, et. seq., as amended May 13, 2008, the Contractor shall meet the following requirements prior to signing this Agreement (public contract for service) and for the duration thereof:

14.1. The Contractor shall certify participation in the E-Verify Program (the electronic employment verification program that is authorized in 8 U.S.C. § 1324a and jointly administered by the United States Department of Homeland Security and the Social Security Administration, or its successor program) or the Department Program (the employment verification program established by the Colorado Department of Labor and Employment pursuant to C.R.S. § 8-17.5-102(5)) on the attached certification.

14.2. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.

14.3. The Contractor shall not enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.

14.4. At the time of signing this public contract for services, the Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this public contract for services through participation in either the E-Verify Program or the Department Program.
14.5. The Contractor shall not use either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this public contract for services is being performed.

14.6. If the Contractor obtains actual knowledge that a subcontractor performing work under this public contract for services knowingly employs or contracts with an illegal alien, the Contractor shall: notify the subcontractor and the County within three (3) days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to the previous paragraph, the subcontractor does not stop employing or contracting with the illegal alien; except that the Contractor shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

14.7. Contractor shall comply with any reasonable requests by the Department of Labor and Employment (the Department) made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. § 8-17.5-102(5).

14.8. If Contractor violates this Section, of this Agreement, the County may terminate this Agreement for breach of contract. If the Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the County.

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

County Manager

[Signature]

11.8.2018

Raymond H. Gonzales

Workplace Resource

[Signature]

11.7.18

Catherine Hall

Date

Vice President

Printed Name

Title

Attest:

Stan Martin, Clerk and Recorder

[Signature]

Deputy Clerk

Approved as to Form:

[Signature]

Adams County Attorney’s Office

NOTARIZATION OF CONTRACTOR’S SIGNATURE:

COUNTY OF [Deaver]

STATE OF [CO] SS.

Signed and sworn to before me this 7th day of November, 2018,

by [Signature]

Notary Public

My commission expires on: 11/6/22
CONTRACTOR'S CERTIFICATION OF COMPLIANCE

Pursuant to Colorado Revised Statute, § 8-17.5-101, et.seq., as amended 5/13/08, as a prerequisite to entering into a contract for services with Adams County, Colorado, the undersigned Contractor hereby certifies that at the time of this certification, Contractor does not knowingly employ or contract with an illegal alien who will perform work under the attached contract for services and that the Contractor will participate in the E-Verify Program or Department program, as those terms are defined in C.R.S. § 8-17.5-101, et. seq. in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the attached contract for services.

CONTRACTOR:

Workplace Resource

dba: Encore Services

Company Name

Date

Catherine Hall

Signature

Catherine Hall

Name (Print or Type)

Vice President

Title

Note: Registration for the E-Verify Program can be completed at:

It is recommended that employers review the sample "memorandum of understanding" available at the website prior to registering.
ADAMS COUNTY
COLORADO

INVITATION FOR BID (IFB)

COVER SHEET

IFB Issue Date: October 10, 2018
IFB Number: IFB-SPH-2018.531
IFB Title: Human Services Building Furniture Removal
Pre-Bid Meeting: MANDITORY October 17, 2018 at 2:00pm MDT
(Please include Sub Consultants and or
Sub Contractors to this meeting as another walk-
through may not be scheduled)
Adams County Human Services Building,
First Floor Lobby,
7190 Colorado Blvd, Commerce City, CO 80022

IFB Questions Due: October 24, 2018 by 10:30 a.m./p.m., MDT
Bid Due Date: November 2, 2018, 2:00 p.m. MDT, Our Clock
Bid will be received at: 4430 South Adams County Parkway, Front Lobby
Brighton, CO 80601
Goods or services to be delivered to or performed at: Adams County Human Services Building

For additional information please contact: Shawn Hartmann, Contract Specialist II
720.523.6279
Email Address: Shartmann@adcogov.org

Documents included in this package:
Bid Instructions
General Terms and Conditions
Specifications/ Scope of Work
Pricing/Bid Form
Submission Check List
Statement of No Bid
Contractor’s Certificate of Compliance
Contractor’s Statement
Reference Form
Appendix A - Sample Agreement
Appendix B - Floor Depictions dated 10/3/2018
1. PURPOSE/BACKGROUND: The purpose of this IFB is to purchase turn key contracting services for the furniture removal project at the old Human Services Building located at 7190 Colorado Blvd.

2. SUBMISSION OF BIDS: The bid must be received before the due date and time as specified in this solicitation. The Contractor is responsible for addressing the envelope as indicated below. If the submittal arrives late, it may be returned unopened. Address the envelope as follows:

Mailing Address: Adams County Government Center
Purchasing Division
4430 South Adams County Parkway
Brighton, CO 80601

Hand Deliveries accepted: Adams County Government Center
First Floor Central Lobby Receptionist
4430 South Adams County Parkway
Brighton, CO 80601

ATTN: Shawn Hartmann
Contract Specialist II
IFB-SPH-2018.531

ATTN: Shawn Hartmann
Contract Specialist II
IFB-SPH-2018.531

3. The Adams County Board of County Commissioners by and through its Purchasing Division of the Finance Department is accepting bids for Human Services Building Furniture Removal.

4. All documents related to this IFB will be posted on the Rocky Mountain Bid System (BidNet Direct) at: http://www.bidnetdirect.com/colorado/solicitations/open-bids

4.1. Interested parties must register with this service to receive these documents.

4.2. The construction plans and specifications will be posted along with this IFB on the BidNet Direct website. The plans and specifications can be downloaded from this site for the contractors use.

5. TERM OF AGREEMENT: This is a one year agreement and will expire one year after the contract is fully executed.

6. CONTRACTUAL OBLIGATIONS

6.1. The successful Contractor will be required to sign an Agreement substantially similar to the Agreement form in Appendix A. The County reserves the right to add or delete provisions to the form prior to Agreement execution.
6.2. Issuance of this solicitation does not commit the County to award any Agreement or to procure or Agreement for any equipment, materials or services.

6.3. If a formal Agreement is required, the Contractor agrees and understands that a Notice of Award does not constitute an Agreement or create a property interest of any nature until an Agreement is signed by the Awardee and the Board of County Commissioners and/or their authorized designee.

6.4. Contractor is responsible for reviewing the form Agreement and understanding the terms and conditions contained therein, including, but not limited to, insurance requirements, indemnification, illegal aliens, equal opportunity, non-appropriation, and termination.

6.5. Contractor's Response must state its willingness to enter into the form Agreement or Contractor shall identify and include any proposed revisions they have for the form Agreement. Any proposed revisions made by the Contractor after the County Notice of Intent to Award the Solicitation may be grounds for rescinding said Notice. The identification of willingness to enter into the standard Agreement is for general purposes at this time, but is part of the evaluation process and must be included. There may be negotiations on a project-by-project basis that provide further clarification.

6.6. Incorrect Pricing/Invoicing. As part of any award resulting from this process, Contractor(s) will discount all transactions as agreed. In the event the County discovers, through its Agreement monitoring process or formal audit process, that material or services were priced/invoiced incorrectly, Contractor(s) agree to promptly refund all overpayments and to pay all reasonable audit expenses incurred as a result of the non-compliance.

6.7. The County may, during the term of the Agreement and any extensions, request additional work at other locations throughout Adams County by the successful Contractor.

7. PRE-BID CONFERENCE AND WALK-THROUGH IS MANDATORY:

7.1. A mandatory pre-bid conference will be held on October 17, 2018 at 2:00pm MDT at the Adams County Human Services Building, 7190 Colorado Blvd, Commerce City, CO 80022 (meet in lobby of building), to discuss the Specifications and Work Scope. A representative of the Contractor must attend this mandatory conference in order to qualify to respond to this Agreement. Please bring your Sub Consultants and or Sub Contractors to this meeting as an additional walk through may not be scheduled.

7.2. Contractor shall take all necessary precautions with going through secure facility, i.e. tools, camera, etc.

8. METHOD OF AWARD - It is the intent of the County to award an Agreement to the Contractor who provides lowest responsive and responsible bid.

9. Questions which arise during the Bid preparation period regarding issues around this Solicitation, purchasing and/or award should be directed, via e-mail, to Shawn Hartmann, Contract Specialist II, Purchasing Division, Adams County, Shartmann@adcogov.org. The Contractor submitting the question(s) shall be responsible for ensuring the question(s) is
received by the County by the date listed above in the schedule of activities for submitting
the question(s) regardless of the method of delivery.

10. Any official interpretation of this IFB must be made by an agent of the County's Purchasing
Division who is authorized to act on behalf of the County. The County shall not be
responsible for interpretations offered by employees of the County who are not agents of the
County's Purchasing Division.

11. COOPERATIVE PURCHASING: Adams County encourages cooperative purchasing in an
effort to assist other agencies to reduce their cost of bidding and to make better use of
taxpayer dollars through volume purchasing. Contractor(s) may, at their discretion, agree to
extend the prices and/or terms of the resulting award to other state or local government
agencies, school districts, or political subdivisions in the event they would have a need for
the same product/service. Usage by any entity shall not have a negative impact on Adams
County in the current term or in any future terms.

12. The Contractor(s) must deal directly with any governmental agency concerning the
placement of purchase orders/agreements, freight/delivery charges, Contractual disputes,
invoices, and payments. Adams County shall not be liable for any costs or damages
incurred by any other entity.

13. BUDGET: Budget will not be disclosed.

14. DEBARMENT: By submitting this bid, the Contractor warrants and certifies they are eligible
to submit a bid because their company and/or subcontractor(s) is/are not presently debarred,
suspended, proposed for debarment, declared ineligible, or voluntarily excluded from
participation in a transaction by any Federal, State, or local department or agency.

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15. **APPLICABILITY**: These General Terms and Conditions apply, but are not limited, to all bids, proposals, qualifications and quotations (hereinafter referred to as “Bid” or “Response”) made to Adams County (hereinafter referred to as “County”) by all prospective Contractors, bidders, firms, companies, publishers, consultants, or suppliers (hereinafter referred to as “Contractor” or “Contractors”) in response, but not limited, to all Invitations to Bid, Requests for Proposals, Requests for Qualifications, and Requests for Quotations (hereinafter referred to as “Solicitation” or “Solicitations”).

16. **CONTENTS OF BIDS**

16.1. **GENERAL CONDITIONS**: Contractors are required to submit their Bids in accordance with the following expressed conditions:

16.1.1. Contractors shall make all investigations necessary to thoroughly inform themselves regarding the plant and facilities affected by the delivery of materials and equipment as required by the conditions of the Solicitation. No plea of ignorance by the Contractor of conditions that exist or that may hereafter exist will be accepted as the basis for varying the requirements of the County or the compensation to the Contractor.

16.1.2. Contractors are advised that all County Solicitations and Agreements are subject to all requirements contained in the County’s Purchasing Division’s Policies and state and federal statutes. When conflicts occur, the highest authority will prevail.

16.1.3. Contractors are required to state exactly what they intend to furnish to the County in their Bid and must indicate any variances to the terms, conditions, and specifications of this Solicitation no matter how slight. If variations are not stated in a Contractor’s Bid, it shall be construed that the Contractor’s Bid fully complies with all conditions identified in this Solicitation.

17. The County intends and expects that the Contracting processes of the County and its Contractors provide equal opportunity without regard to gender, race, ethnicity, religion, age or disability and that its Contractors make available equal opportunities to the extent third parties are engaged to provide goods and services to the County as Subcontractors, Contractors, or otherwise. Accordingly, the Contractor shall not discriminate on any of the foregoing grounds in the performance of any Agreement awarded to the Contractor, and shall make available equal opportunities to the extent third parties are engaged to provide goods and services in connection with performance of the Agreement. If submitting a joint
venture bid, or a bid involving a partnership arrangement, articles of partnership stating each partner’s responsibilities shall be furnished and submitted with the Bid Response.

18. All documentation submitted in response to this solicitation will become the property of Adams County. All documentation maintained or kept by Adams County shall be subject to the Colorado Open Records Act, C.R.S. 24-72-201 et. seq. ("CORA"). Accordingly, respondents are discouraged from providing information that they consider confidential, privileged, and/or trade secrets as part of a response to this solicitation. Any portions of submissions that are reasonably considered confidential should be clearly marked. The County does not guarantee the confidentiality of any records.

Careful consideration should be given before submitting confidential information to the County. The Colorado Open Records Act permits public scrutiny of most materials collected in this Solicitation process. Information that is reasonably considered proprietary should be clearly marked as confidential.

19. CLARIFICATION AND MODIFICATIONS IN TERMS AND CONDITIONS

19.1. Where there appears to be variances or conflicts between the General Terms and Conditions, any Special Terms and Conditions and the Scope of Work/Specifications outlined in this Solicitation, the Scope of Work/Specifications, and then the Special Terms and Conditions, will prevail.

19.1.1. If any Contractor contemplating submitting a Bid under this Solicitation is in doubt as to the true meaning of the Specifications or any other portion of the Solicitation, the Contractor must submit a written request via email for clarification to the Point of Contact listed on the first page of this Solicitation. The Contractor submitting the request shall be responsible for ensuring that the request is received by the County prior to the deadline for submitting questions.

19.1.2. The County shall issue a written addendum if substantial changes which impact the technical submission of Bids are required. A copy of such addenda will be available at the Rocky Mountain E-Purchasing System (BIDNET) website. In the event of conflict with the original Solicitation documents, addenda shall supersede to the extent specified. Subsequent addenda shall supersede prior addenda only to the extent specified.

19.1.3. ADDENDA: CONTRACTOR IS RESPONSIBLE FOR OBTAINING AND ACKNOWLEDGING ALL SUBSEQUENT ADDENDA VIA THE ROCKY MOUNTAIN E-PURCHASING SYSTEM (BIDNET). FAILURE TO SUBMIT ANY AND ALL SUBSEQUENT ADDENDUM/ADDENDA MAY DEEM THE CONTRACTOR NON-RESPONSIVE. EACH AND EVERY ADDENDUM TO BE SEPARATELY ACKNOWLEDGED.

19.2. PRICES CONTAINED IN SUBMITTAL – DISCOUNTS, TAXES

19.2.1. Contractors may offer a cash discount for prompt payment. Discounts will be considered in determining the lowest net cost for the evaluation of Bids; discounts for periods of less than twenty days, however, will not be considered in making an award. If no prompt payment discount is being offered, the Contractor shall enter a zero (0) for the percentage discount to indicate net
thirty days. If the Contractor does not enter a percentage discount, it is hereby understood and agreed that the payment terms shall be net thirty days, effective on the date that the County receives an accurate invoice or accepts the products, whichever is the later date. Payment is deemed to be made on the date of the mailing of the check.

19.2.2. Contractors shall not include federal, state, or local excise or sales taxes in prices offered, as the County is exempt from payment of such taxes.

19.2.2.1. Federal Identification Number: 84-6000732
19.2.2.2. State of Colorado Tax Exempt Number: 98-03569

20. SIGNING BID

20.1. Contractor, by affixing its signature to this Solicitation, certifies that its Bid is made without previous understanding, agreement, or connection either with any persons, firms or corporations making a Bid for the same items, or with the County. The Contractor also certifies that its Bid is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action. To insure integrity of the County’s public procurement process, all Contractors are hereby placed on notice that any and all Contractors who falsify the certifications required in conjunction with this section will be prosecuted to the fullest extent of the law.

21. PREPARATION AND SUBMISSION OF BID

21.1. PREPARATION

21.1.1. The Bid must be typed or legibly printed in ink. The use of erasable ink is not permitted. All corrections made by the Contractor must be initialed by the authorized agent of the Contractor.

21.1.2. Bids must contain a manual signature of an authorized agent of the Contractor in the space provided on the Solicitation cover page. The original cover page of this Solicitation must be included in all Bid responses. If the Contractor’s authorized agent fails to sign and return the Contractor’s Statement of the Solicitation, its Bid may be invalid and may not be considered.

21.1.3. The County logo is trademarked and property solely of the County. Contractors do not have permission to use the County’s logo on any documentation or presentation materials and to do so would be a violation of the County’s trademark.

21.1.4. Unit prices may be required on the Pricing Form. Prices that are not in accordance with the measurements and descriptions requested may be considered non-responsive. Where there is a discrepancy between the unit price and the extension of prices, the unit price shall prevail.

21.1.5. Alternate Bids will not be considered unless expressly permitted in the Specifications/Scope of Work.
21.1.6. The accuracy of the Bid is the sole responsibility of the Contractor. No changes in the Bid shall be allowed after the date and time that submission of the Bid is due.

21.2. SUBMISSION

21.2.1. The Bid shall be sealed in an envelope with the Contractor’s name and the Solicitation number on the outside. The County’s Pricing Form, which is attached to this Solicitation, must be used when the Contractor is submitting its Bid response. The Contractor shall not alter this form (e.g. add or modify categories for posting prices offered) unless expressly permitted in the Solicitation or in an addendum duly issued by the County. Only sealed Bids received by the Purchasing Division of the Finance Department will be accepted; Bids submitted telephone, email, or facsimile machines are not acceptable.

21.2.2. Each Bid must be submitted at the time and place, and number of copies as specified in this Solicitation. Failure to submit the required number of copies may deem the Contractor’s Bid non-responsive.

21.2.3. Failure to provide any requested information may result in the rejection of the Bid as non-responsive.

21.2.4. Bid must be submitted in the format supplied and/or described by the County. Failure to submit in the format provided may be cause for rejection of the proposal. Bids must be furnished exclusive of taxes.

21.2.5. Contractor is responsible for ensuring their Bid is received by the Purchasing Division prior to the deadline outlined in the solicitation regardless of the method of delivery.

21.2.6. Contractors, which qualify their Bid by requiring alternate Contractual terms and conditions as a stipulation for Agreement award must include such alternate terms and conditions in their Response. The County reserves the right to declare a Contractor’s Bid as non-responsive if any of these alternate terms and conditions is in conflict with the County’s terms and conditions, or if they are not in the best interests of the County.

22. LATE BIDS

22.1. Bids received after the date and time set for the opening shall be considered non-responsive and may be returned unopened to the Contractor.

22.2. The County assumes no responsibility for late deliveries of mail on behalf of the United States Post Office or any other delivery system.

22.3. The County assumes no responsibility for a Bid being either opened early or improperly routed if the envelope is not clearly marked on the outside: Human Services Building Furniture Removal and IFB-SPH-2018.531.
22.4. In the event of a situation severe enough to cause the Adams County Board of Commissioners to close the County offices for any reason, the Purchasing Manager has the prerogative of rescheduling the Bid opening time and date. No Bid will be considered above all other Bids by having met the Bid opening time and date requirements to the exclusion of those who were unable to present their Bid due to a situation severe enough to cause the Board of County Commissioners to close the County offices.

23. MODIFICATIONS/WITHDRAWAL OF BIDS

23.1. MODIFICATIONS TO BIDS. Bids may only be modified in the form of a written notice on Contractor letterhead and must be received prior to the time and date set for the Proposals to be opened. Each modification submitted to the County’s Purchasing Division must have the Contractor’s name and return address and the applicable Solicitation number and title clearly marked on the face of the sealed envelope. If more than one modification is submitted, the modification bearing the latest date of receipt by the County’s Purchasing Division will be considered the valid modification.

23.2. WITHDRAWAL OF BIDS

23.2.1. Bids may be withdrawn in the form of a written notice on Contractor letterhead and must be received prior to the time and date set for the opening of Bids. Any withdrawal of a Bid submitted to Adams County Purchase Division must have the Contractor’s name, return address, and the applicable Solicitation number and title clearly marked on the face of the envelope and on the withdrawal letter.

23.2.2. Bids may not be withdrawn after the time and date set for the opening for a period of ninety calendar days. If a Bid is withdrawn by the Contractor during this ninety-day period, the County may, at its option, suspend the Contractor and may not accept any Bid from the Contractor for a six-month period following the withdrawal.

24. REJECTION OF BIDS

24.1. REJECTION OF BIDS. The County may, at its sole and absolute discretion:

24.1.1. Reject any and all, or parts of any or all, Bids submitted by prospective Contractors;

24.1.2. Re-advertise this Solicitation;

24.1.3. Postpone or cancel the process;

24.1.4. Waive any irregularities in the Bids received in conjunction with this Solicitation; and/or

24.2. REJECTION OF A PARTICULAR BID. In addition to any reason identified above, the County may reject a Bid under any of the following conditions:

24.2.1. The Contractor misstates or conceals any material fact in its Bid Response;
24.2.2. The Contractor's Bid does not strictly conform to the law or the requirements of the Solicitation;

24.2.3. The Bid expressly requires or implies a conditional award that conflicts with the method of award stipulated in the Solicitation;

24.2.4. The Bid does not include documents, including, but not limited to, certificates, licenses, and/or samples, which are required for submission with the Bid in accordance with the Solicitation; and/or

24.2.5. The Bid has not been executed by the Contractor through an authorized signature on the Contractor's Statement.

24.3. The County reserves the right to waive any irregularities or informalities, and the right to accept or reject any and all bids.

25. ELIMINATION FROM CONSIDERATION

25.1. A Bid may not be accepted from, nor any Agreement be awarded to, any person or firm which is in arrears to the County upon any debt or Agreement or which is a defaulter as surety or otherwise upon any obligation to the County.

25.2. A Bid may not be accepted from, nor any Agreement awarded to, any person or firm who has failed to perform faithfully any previous Agreement with the County or other governmental entity, for a minimum period of three years after the previous Agreement was terminated for cause.

25.3. Any communications in regards to this Solicitation must go through the Adams County Purchasing Division only. Any contact with other County personnel or County Contractors may be cause for disqualification.

25.4. No damages shall be recoverable by any challenger as a result of the determinations listed in this Section or decisions by the County.

25.5. The Board of County Commissioners may rescind the award of any Bid within one week thereof or at its next regularly scheduled meeting; whichever is later, when the public interest will be served thereby.

26. QUALIFICATIONS OF CONTRACTOR: The County may make such investigations as deemed necessary to determine the ability of the Contractor to perform work, and the Contractor shall furnish all information and data for this purpose as the County requests. Such information includes, but is not limited to: current/maximum bonding capabilities, current licensing information, audited financial statements, history of the firm on assessments of liquidated damages, Agreements cancelled prior to completion and/or lawsuits and/or pending lawsuits against the firm and/or its principals. The County reserves the right to reject any Bid if the evidence submitted by, or investigation of, such Contractor fails to satisfy the County that such Contractor is properly qualified to carry out the obligations of the Agreement and to complete the work contemplated therein. Conditional Bids will not be accepted.

27. AWARD OF SOLICITATION. The County may award this Solicitation to the successful Contractor through the issuance of a Notice of Intent to Award. All Contractors that participated in the Solicitation process will be notified of Contractor selection. No services or
goods shall be provided, and no compensation shall be paid, until and unless an Agreement has been signed by an authorized representative of the County and the Contractor.
I. SPECIFICATIONS/SCOPE OF WORK

Adams County (County) is seeking responses from contractors for the Human Services Building (HSB) Furniture Removal Project. The project entails the removal of all furniture within major portions of the building. This is a turnkey project. Items of removal shall generally be office furnishings included but not be limited to: Desks, Chairs, Tables (Conference, break room, etc...), Work Stations, Shelving (Metal, Wood, mixed media, etc...), Electronics* (*Subject to e-waste recycling program as instructed hereafter and shall include but not be limited to: Television/Monitors, A/V Equipment, Projectors), Fax Machine(s), White Board(s)). The work conditions are within an un-occupied building, restrooms available onsite, work is to be done during regular business hours of the County 7:00am to 3:00pm. See project schedule below, actual work schedule can be negotiated. All work areas should be left broom clean.

Bidders to provide protection(s) for preserving the current conditions of the site overall and contents to remain such as: parking lot, elevators, walls, main lobby, doors, loading dock, and auxiliary areas as defined within this document and its appendices. Life safety devices such as fire extinguishers and monitoring devices (smoke detectors) should be identified and protected as they will remain onsite. Security measures shall be implemented to ensure the site is managed and secured at all times. Efforts to ensure the site is locked up at the end of the work day must be exercised. Site security will not be offered by the County. The Land & Asset Coordinator will coordinate your access to the site once award has been granted.

Bidders are required to field verify, inventory, submit photographs of pre-work site, and tag all items to be removed. Items removed should be disconnected from any electrical/data sources, detached, dismantled, and hauled off-site. Areas of removal are identified on the attached “Appendix B – Floor Depictions. Owner items to remain are excluded from this work scope unless directed otherwise.

The County supports sustainability programs for recycling and repurposing of items removed. Bidders are required to include a manifest for items disposed or recycled, and if donated, provide list(s) of organizations to receive items. In addition, all items such as copiers, fax machines, TV’s, projectors, if not sold, must be disposed of utilizing Adams County e-waste approved vendors (see below).
Pricing breakdown shall include:

1) Lump Sum Base Bid.

2) Time & Materials charge out Fee Schedule (T&M) for any incidentals that might arise. The T&M Fee Schedule shall include but not be limited to: rentals, labor, and any other incidentals based on an hourly rate.

3) Unit pricing for adding or deletion of an average office area from your base bid amount (Example of an average office area: desk, credenza, guest chairs, side table, task chairs, shelving and white board).

4) Separate line item of high density shelving located in Basement as a lump sum amount that may or may not be added to this scope.

See Bid Form included, Owner may decide to add or delete areas as defined in the bid form.

All work must be complete by November 28, 2018; the contractor is hereby notified that Holidays as determined by the County may be deemed no work days. Any weekend work is subject to Adams County approval, in addition to alternate hours. An extension for completion may be granted after submitting such request in writing prior to 2 weeks of the establish completion date**.
II. REQUIRED DOCUMENTATION

Failure to provide required information may deem your submittal non-responsive.

- Listed items must be included in the submittal to be accepted and reviewed
  - One original Pricing/Bid Form
  - Submission Check List
  - Contractor’s Certification of Compliance
  - Contractor’s Statement
  - Reference Form

III. RESPONSE FORMAT

Failure to respond in the required format may deem your submittal non-responsive. Failure to provide required information may deem your submittal non-responsive.

SUBMISSION OF BIDS: One (1) ORIGINAL Pricing/Bid Form must be received at the time and place specified in this Solicitation.

REMAINDER OF PAGE LEFT BLANK INTENTIONALLY
PROJECT:
Human Services Building Furniture Removal

COMPANY: ___________________________________

DATE: ________________________________

ACKNOWLEDGEMENTS:
The above Bidder acknowledges examination of the following:
   a) Contract Documents
      • Appendix A – Sample Contract
      • Appendix B – Floor Depictions
   b) Project Site/Existing Conditions: _____
   c) Receipt of Addenda Numbers: _____, _____, _____

AGREEMENTS: The above Bidder agrees to the following:
   a) To hold bid open for 30 calendar days from date of Bid Opening.
   b) To enter and execute the Service Agreement within ten (7) calendar days of award, if
      awarded based on this bid, including identified Insurance.
   c) To accomplish the work in compliance with the Contract Documents.
   d) Adams County reserves the right to reject any or all bids and to waive informalities.

BASE BID:
   Total Lump Sum Base Bid  $ __________________________
   Written Base Bid Amount  ________________________________ Dollars

SEPARATE LINE ITEM: Basement High Density Shelving not included in base bid.
   Total  $ __________________________
   Written Amount  ________________________________ Dollars

TIME & MATERIAL: Bidders to provide T & M Fee Schedule
   Bidders to attach with Bid

UNIT PRICING: Adding or deletion of an average office area.
   Unit Price per each  $ __________________________
   Written Unit Price Amount  ________________________________ Dollars
SCHEDULE:
   a) The above Bidder agrees to complete the project, including any Alternates by 11/28/2018 (month, day, year).
   b) Adams County has identified the Stipulated Completion Date of 11/28/2018. The Bidder agrees to make adjustments in the work and schedules necessary to achieve completion no later than the Stipulated Completion date.

ATTACHMENTS:
   a) Submission Check List
   b) Contractor’s Certification of Compliance
   c) Contractor’s Statement
   d) Reference Form
SUBMISSION: It is imperative you address your submittal envelope as noted in the Bid Instructions.

Does your Bid comply with all the terms and conditions of this Solicitation? YES  NO

Requirements met and response included? YES  NO

May any other governmental entity avail itself of this Agreement and purchase any and all items specified? YES  NO

Have all Addendums been acknowledged, a duly authorized agent signature obtained, and enclosed on the Contractors Statement? YES  NO

Original and the number of copies specified enclosed including electronic copy? YES  NO

If applicable, have all necessary Bonds been included? YES  NO

Contractor Certification of Compliance signed and enclosed? YES  NO
Adams County values your input. If you are unable to participate, will you spend a few minutes to complete this form and return with your NO BID response.

Please send to: Adams County
Attn: Shawn Hartmann, Contract Specialist II
IFB-SPH-2018.531
4430 South Adams County Parkway
Brighton, CO 80601

Specifications too "strict" (i.e. geared toward one brand or manufacturer only). Please explain. Use additional page, if needed.

Specifications are unclear. Please explain.

☐ We are unable to meet specifications.
☐ Insufficient time to respond to the solicitation.
☐ Our schedule would not permit us to perform within the required time.
☐ We are unable to meet insurance and/or bonding requirements.
☐ We do not offer/supply this product or service.

Further Remarks/Comments:

PRINT OR TYPE YOUR INFORMATION

Contractor Name
Address:
Contact Person
Printed Name
Address
Email Address
Fax
City/State
Title
Title
City/State
Zip Code
Zip Code
Phone
Date
Pursuant to Colorado Revised Statute, § 8-17.5-101, et.seq., as amended 5/13/08, as a prerequisite to entering into an Agreement for services with Adams County, Colorado, the undersigned Contractor hereby certifies that at the time of this certification, Contractor does not knowingly employ or Agreement with an illegal alien who will perform work under the attached Agreement for services and that the Contractor will participate in the E-Verify Program or Department program, as those terms are defined in C.R.S. § 8-17.5-101, et. seq. in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the attached Agreement for services.

Contractor Name

Printed or Typed Name

Signature

Title

Date

Note: Registration for the E-Verify Program can be completed at: https://www.vis-dhs.com/employerregistration. It is recommended that employers review the sample "memorandum of understanding" available at the website prior to registering.
I have read and fully understand all the conditions herein set forth in the foregoing paragraphs, and by my signature set forth hereunder, I hereby agree to comply with all said conditions as stated or implied. In consideration of the above statement, the following Bid is hereby submitted.

If any of the documents listed on the cover page are missing from this package, contact Adams County Purchasing. If you require additional information, call the Purchasing Division contact person.

The undersigned hereby affirms that (1) he/she is a duly authorized agent of the Contractor, (2) he/she has read all terms and conditions and technical specifications which were made available in conjunction with this solicitation and fully understands and accepts them unless specific variations have been expressly listed in his/her Bid, (3) the Bid is being submitted on behalf of the Contractor in accordance with any terms and conditions set forth in this Solicitation, and (4) the Contractor will accept any awards made to it as a result of the Bid submitted herein for a minimum of 120 calendar days following the date of submission.

WE, THE UNDERSIGNED, HEREBY ACKNOWLEDGE RECEIPT OF

Addenda (list all):______________________________________________________

Contractor Name ____________________________ Date __________________________

Signature ____________________________ Printed Name __________________________

Title ____________________________

Address ____________________________

City, State, Zip Code ____________________________ County ____________________________

Telephone ____________________________ Fax ____________________________

Email ____________________________

Doc#4725869v3 Page 20 of 22 IFB-SPH-2018.531
Contractors shall furnish the names, addresses and telephone numbers of a minimum of three (3) firms or government organizations for which the Contractor has provided similar projects:

<table>
<thead>
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<th>Company Name</th>
<th>Address</th>
<th>Reference Name</th>
<th>Reference Email Address</th>
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The Sample Agreement is included with this solicitation for informational and reference purposes only.

REMAINDER OF PAGE LEFT BLANK INTENTIONALLY
AREA OF FURNITURE REMOVAL - LUMP SUM BASE BID

UNIT 1
AIR SPACE HEIGHT 10'8"
19.5' X 12'4" X 10'8"
584 SF

10/4/2018
Area of Furniture Removal - Lump Sum Base Bid
(Including all cubicles, shelves and cabinets)
Area of Furniture Removal:
Lump Sum Base Bid
(Including all cubicals, shelves and cabinets)
LUMP SUM BASE BID DRAWING

Area of Furniture Removal -
Lump Sum Base Bid
* REMOVE half of cubicals
* REMOVE all bookshelves.
* REMOVE all File Cabinets

Area of Furniture Removal -
Lump Sum Base Bid (including all cubicals, shelves and cabinets)
Area of Furniture Removal - Lump Sum Base Bid
(Including all cubicals, shelves and cabinets)
Encore Services for
Adams County Human Services Building
Furniture Removal Services
Invitation to Bid IFB-SPH-2018.531
Adams County Government Center
ATTN: Shawn Hartmann
Purchasing Division
4430 South Adams County Parkway
Brighton, CO 80601

November 2, 2018

Re: IFB-SPH-2018.531

To Whom It May Concern,

Thank you for accepting Encore Services proposal for Human Services Center furniture removal. We have prepared our bid per bid documents and addendum #1.

Our strategy is to begin November 19th, 7am start time for teardown of workstations each day as needed. Dumpster and recycle bins delivered to site each morning with movers arriving at 10am to begin sorting and removing product. We plan the move crew to work until 6pm each day through November 27th. We will sweep each floor once cleared.

All team members will be background checked prior to work commencing. Building protection will be provided for the elevators and lobby area.

Encore Services will provide an outstanding customer experience every step of the process. We pride ourselves on our professionalism, communication and attention to detail. Thank you for the opportunity to be included in the bid process.

All the best,

Pam

Pam Harmes – Account Executive
Encore Services
9600 E 40th Ave | Denver, Colorado 80239
Direct 303 313 3348 | Mobile 303 564 7956
Encore Services Furniture and Facilities Support is proud to present our furniture removal services for Adams County. We are a division of Workplace Resource developed in 2011, and we offer a range of comprehensive services designed to preserve your furniture assets and maintain productive workspaces. We provide one of the broadest ranges of furniture and facilities support services in the region - all in one place.

Our Encore Services division represents a team of highly skilled professionals committed to helping you manage your workplace investments at every level. When working with you on a project, we can assist you with everything from move management, content and furniture moves, installation, reconfiguration, furniture cleaning and repair, asset management, storage and more. We’re flexible and adaptable and can customize the right solutions to help you maintain or quickly adapt to changing conditions as needed.

Unlike other furniture dealers who outsource their move services, Encore Services takes great pride in serving our clients with our own team of trained professionals. We do this to ensure the highest quality, most efficient and timely service possible. Our movers have vast experience moving all furniture, personnel contents and the connect and disconnect of all equipment; regardless of size. They prepare for every possible detail in advance, inspecting site conditions, site access and any necessary security arrangements. During the move process, efficiency, cleanliness and professional courtesy are always our top priorities.

One of the most important benefits to partnering with Encore Services is one stop shopping.

Our team of experts provide solutions for your workplace and help to extend the life of your investments.
Welcome | Your Team

Pam Harmes
Account Executive | Main Point of Contact
303 564 7956 | pam.harmes@wrco!o.com

Pam joined Encore Services in 2014 with a concise understanding of what every facilities/office manager needs to keep an organization on track while anticipating the day to day needs of every staff member. Her previous experience in real estate sales and as Project Manager for two office construction and relocation projects had her overseeing the design, construction and move of those offices while also coordinating the ongoing maintenance of the existing offices. This experience provided her a unique understanding of client needs. Pam realizes and appreciates the ongoing need for the concierge services provided by Encore Services. Pam and her team are currently working on projects with TIAA, Boulder Valley School Districts, and Highpoint Energy through March 2019.

Jeff Gallagher
Team Lead – Service Project Manager

Jeff has over 14 years of experience in field and project management. He has managed job sites requiring quality of standards to be met relating to safety, OSHA and EPA regulations. Jeff’s current projects include arranging and supervising an average of moving 150 associates per month for the past 18 months. He manages projects to be on time and under budget. Jeff has years of experience working with various subcontractors and negotiating bids and contracts. His time is dedicated to this project, onsite throughout the process and available for all meetings.

Chelsea Lewis
Service Project Coordinator

Quality control for any project begins with quality fulfillment and order management. Chelsea is responsible for accurately entering the specific order, verifying acknowledgments, and making any necessary adjustments along the way. Recognizing that ongoing communication is critical, Chelsea provides constant updates to your team to ensure your project goes according to budget and schedule.

Catherine Hall
VP, Encore Services

Catherine has been a mainstay at Encore Services for more than a decade and has over 30 years of industry experience. Calling her knowledgeable would be a vast understatement – she knows the business inside and out, top to bottom. After years performing as the Vice President of Operations, she become VP of the Service Division in 2011. Her primary role involves leading the Encore Services team to deliver a successful move management experience, and overseeing the care and maintenance of clients’ furniture and assets. She approaches all tasks with a high level of professionalism and her honest and easygoing nature always shines through.

Cedric Goethals
Senior Service Technician

Don Cheshek
Service Technician

Juan Perez
Senior Service Technician
PROJECT: Human Services Building Furniture Removal

COMPANY: Encore Services

DATE: November 2, 2018

ACKNOWLEDGEMENTS:
The above Bidder acknowledges examination of the following:
  a) Contract Documents
     - Appendix A – Sample Contract
     - Appendix B – Floor Depictions
  b) Project Site/Existing Conditions: Average
  c) Receipt of Addenda Numbers: 2018.531

AGREEMENTS: The above Bidder agrees to the following:
  a) To hold bid open for 30 calendar days from date of Bid Opening.
  b) To enter and execute the Service Agreement within ten (7) calendar days of award, if awarded based on this bid, including identified Insurance.
  c) To accomplish the work in compliance with the Contract Documents.
  d) Adams County reserves the right to reject any or all bids and to waive informalities.

BASE BID: Total Lump Sum Base Bid $46,262.43

Written Base Bid Amount Forty Six Thousand Two Hundred Sixty Two - 4%00 Dollars

OPTIONAL LINE ITEMS:

1. High Density Pricing $8,625.00
   Written Amount Eight Thousand Six Hundred Twenty Five - 0%03 Dollars

2. High Density Pricing $N/A
   Written Amount $N/A Dollars

3. Certified Electrician $N/A
   Written Amount $N/A Dollars

Optional Line Item Total $N/A

Written Amount N/A Dollars

TIME & MATERIAL: Bidders to provide T & M Fee Schedule

Bidders to attach with Bid
OPTIONAL UNIT PRICING: Highest Labor cost for a typical office.

Unit Price per each $134.00

Written Unit Price Amount One Hundred Thirty Four $134.00

Dollars

SCHEDULE:

a) The above Bidder agrees to complete the project, including any Alternates by 11/28/2018 (month, day, year).

b) Adams County has identified the Stipulated Completion Date of 11/28/2018. The Bidder agrees to make adjustments in the work and schedules necessary to achieve completion no later than the Stipulated Completion date.

ATTACHMENTS:

a) Submission Check List
b) Contractor's Certification of Compliance
c) Contractor's Statement
d) Reference Form
ENCORE SERVICES

Furniture and Facilities Support

Customer: Adams County Furniture Disposal
Origin: 0
Destination: 0

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<td>Panel Cart rental per day</td>
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<td>Four Wheel Dolly rental per day</td>
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<td>Curb Boards</td>
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<td>N/C</td>
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<td>Kickback Dolly</td>
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</table>

Additional and Overtime Charges

Overtime is charged for work required to be done after 5pm Monday through Saturday, all day Sunday and Holidays. Chargeable overtime may also result from last minute, unplanned notification of services required. Changes requested for time or equipment schedules should be made 48 hours prior to planned work. Last minute changes may result in additional cost.

Prices are developed under the assumption that work will flow smoothly without interruptions. Elevators must be reserved. Delays to reasonable access could result in additional cost.

Rental equipment and cartons must be returned within 5 days following the move. Rental fees are billed in daily increments. Materials not returned will be charged at the stated rates.

Initial:
SUBMISSION: It is imperative you address your submittal envelope as noted in the Bid Instructions.

Does your Bid comply with all the terms and conditions of this Solicitation? YES NO

Requirements met and response included? YES NO

May any other governmental entity avail itself of this Agreement and purchase any and all items specified? YES NO

Have all Addendums been acknowledged, a duly authorized agent signature obtained, and enclosed on the Contractors Statement? YES NO

Original and the number of copies specified enclosed including electronic copy? YES NO

If applicable, have all necessary Bonds been included? YES NO

Contractor Certification of Compliance signed and enclosed? YES NO
Pursuant to Colorado Revised Statute, § 8-17.5-101, *et.seq.*, as amended 5/13/08, as a prerequisite to entering into an Agreement for services with Adams County, Colorado, the undersigned Contractor hereby certifies that at the time of this certification, Contractor does not knowingly employ or Agreement with an illegal alien who will perform work under the attached Agreement for services and that the Contractor will participate in the E-Verify Program or Department program, as those terms are defined in C.R.S. § 8-17.5-101, *et seq.* in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the attached Agreement for services.

A2M4Seen, LLP | DBA Workplace Resource

Contractor Name

Tim Vanlddekinge

Printed or Typed Name

Signature

Vice President of Finance

Title

November 2, 2018

Date

Note: Registration for the E-Verify Program can be completed at: [https://www.vis-dhs.com/employerregistration](https://www.vis-dhs.com/employerregistration). It is recommended that employers review the sample "memorandum of understanding" available at the website prior to registering.
CONTRACTOR'S STATEMENT

I have read and fully understand all the conditions herein set forth in the foregoing paragraphs, and by my signature set forth hereunder, I hereby agree to comply with all said conditions as stated or implied. In consideration of the above statement, the following Bid is hereby submitted.

If any of the documents listed on the cover page are missing from this package, contact Adams County Purchasing. If you require additional information, call the Purchasing Division contact person.

The undersigned hereby affirms that (1) he/she is a duly authorized agent of the Contractor, (2) he/she has read all terms and conditions and technical specifications which were made available in conjunction with this solicitation and fully understands and accepts them unless specific variations have been expressly listed in his/her Bid, (3) the Bid is being submitted on behalf of the Contractor in accordance with any terms and conditions set forth in this Solicitation, and (4) the Contractor will accept any awards made to it as a result of the Bid submitted herein for a minimum of 120 calendar days following the date of submission.

WE, THE UNDERSIGNED, HEREBY ACKNOWLEDGE RECEIPT OF

Addenda (list all): Addendum #1

<table>
<thead>
<tr>
<th>Contractor Name</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>A2M4Seen, LLP</td>
<td>November 2, 2018</td>
</tr>
</tbody>
</table>

Signature

Tim Vanldekinge

Printed Name

Vice President of Finance

Title

Address

9600 E 40th Ave

City, State, Zip Code

303 571 5211

Telephone

Tim.Vanldekinge@wrcolo.com

Email
Contractors shall furnish the names, addresses and telephone numbers of a minimum of three (3) firms or government organizations for which the Contractor has provided similar projects:

<table>
<thead>
<tr>
<th>Company Name</th>
<th>City of Greeley</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address</td>
<td>1001 11th Ave, Greeley, CO 80631</td>
</tr>
<tr>
<td>Reference Name</td>
<td>Janet Tinko, Facilities Manager</td>
</tr>
<tr>
<td>Reference Email Address</td>
<td><a href="mailto:janet.timko@greeleygov.com">janet.timko@greeleygov.com</a></td>
</tr>
<tr>
<td>Telephone Number</td>
<td>970 350 9334</td>
</tr>
<tr>
<td>Project Name</td>
<td>Admin, Courts, Water/Sewer, G8TV Move</td>
</tr>
<tr>
<td>Value</td>
<td>$22,105.00</td>
</tr>
</tbody>
</table>

| Company Name                  | Epsilon                                |
| Address                       | 11030 Circle Point Road, Suite 110, Westminster, CO 80020 |
| Reference Name                | Katie Squire, Manager of Facilities and Corporate Services |
| Reference Email Address       | katie.squire@epsilon.com                |
| Telephone Number              | 303 410 5132                            |
| Project Name                  | Tear down, removal, disposal of 530 workstations |
| Value                         | $89,000.00                              |

| Company Name                  | Aurora Police Department Marijuana Enforcement, Electronic Surveillance Division |
| Address                       | 452 Sable, Suite E, Aurora, CO 80011 |
| Reference Name                | Karen Rogers, Senior Accounting Tech, Narcotics Section, GUM |
| Reference Email Address       | krogers@auroragov.org                 |
| Telephone Number              | 303 739 1651                           |
| Project Name                  | Division Move                         |
| Value                         | $20,081.00                             |

Encore Services for Adams County
Addendum #1
IFB-SPH-2018.531

Human Services Building Furniture Removal

All documents and Addendum related to this IFB will be posted on the Rocky Mountain Bid System at:
http://www.rockymountainbidsystem.com/Bids/ViewOpenSolicitations.asp

Proposal Opening Date: November 2, 2018
Time: 2:00 p.m.

Location: Adams County Government Center
4430 South Adams County Parkway
4th Floor, C4000A
Brighton, CO 80601
Human Services Building Furniture Removal – IFB-SPH-2018.531

Q: Can we deliver roll off disposal or recycling containers on site in the parking lot for debris and recycling removal from site or will everything need to be hauled away from site? Follow Up: Would there be a designated area we can place them in parking lot around facility?

A: Yes, this is allowed – this is an unoccupied building so in parking lot is acceptable

Q: Can we extend the work hours from 3:00p.m. to 6:00p.m. for each service date?

A: This is possible

Q: During the site visit removal of whiteboards, corkboards, and other wall fixtures was discussed, but it was also mentioned that no items “fixed” to the wall are to be included in base bid. Some of the referenced wall fixtures were drilled into the wall. Can you define requirements for removal of wall mounted items?

A: The intent of direction is to not disturb any cabinetry/counters found in work scope areas. Removal of whiteboards, corkboards, tack boards, artwork, posters, signage (except – Fire/Life/Safety), book shelves and overheads attached to walls are planned for removal. There are a few mounted whiteboards within the cabinets to remain.

Q: Can all passenger elevators be used for removal if protected?

A: Yes – Please plan to provide blankets for protection elevator walls and floor protection.

Q: Do we have to utilize the recycling vendor (MeTech) referenced in the IFB for all debris recycling?

A: Adams County lists three vendors (MeTech/Mountain Electronics Recycling/Rocky Mountain Recycling) available to use. See further information at https://www.adcogov.org/recycling-guides

Q: Will Adams County have representation onsite to provide access in the AM and lock up in the PM for each service date?

A: Selected vendor will be issued a temporary badge for accessing the building – we do have maintenance crew covering other buildings in the area that can be available up until 3:00p.m.

Q: Will Adams County require awarded vendor to supply and place building protection materials such as Masonite for hard surface floors (tile), corrugated and corner guards for high traffic areas, door jams, and elevator jams?

A: Protection required in elevators and main lobby flooring

Please see the updated pricing sheet listed as Attachment One – Price Sheet
- For electrician line item, mark N/A if no electrical will be included in your bid

Please see the updated floor plan PDF for marked areas listed as Appendix B - Updated
If awarded, Encore Services would be able to provide the required insurance for this project. Unlike traditional moving companies, Encore Services offers full value replacement at no additional charge to the end user.

---

### Certificate of Liability Insurance

**Date (MM/DD/YYYY):** 06/14/2018

**Producer:** IMA, Inc. - Colorado Division

1705 17th Street

Suite 100

Denver, CO 80202

**Contact:** 1-303-534-4567

**Account Manager:** demaccounttech@macorp.com

**Authorized Representative:**

**Insurer(s) Affording Coverage**

- A
  - **Insurer:** Hanover Amer Ins Co
  - **NAIC #:** 36064

- B
  - **Insurer:** Allmerica Fin Benefit Ins Co
  - **NAIC #:** 1840

- C
  - **Insurer:** Hanover Ins Co
  - **NAIC #:** 22292

- D
  - **Insurer:** PinnaCol Assur
  - **NAIC #:** 41190

- E
  - **Insurer:** FURICH Amer Ins Co (PinnaCol)
  - **NAIC #:** 16535

**Certificate Number:** 53053500

**Revision Number:**

**This Certificate is Issued as a Matter of Information Only and Confers No Rights Upon the Certificate Holder. This Certificate Does Not Affirmatively or Negatively Amend, Extend or Alter the Coverage Afforded by the Policies Below. This Certificate of Insurance Does Not Constitute a Contract Between the Issuing Insurer(s), Authorized Representative or Producer, and the Certificate Holder.**

**Important:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed.

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

**Producer:** IMA, Inc. - Colorado Division

1705 17th Street

Suite 100

Denver, CO 80202

**Contact:** 1-303-534-4567

**Account Manager:** demaccounttech@macorp.com

**Authorized Representative:**

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  - **NAIC #:** 41190

- E
  - **Insurer:** FURICH Amer Ins Co (PinnaCol)
  - **NAIC #:** 16535

**Certificate Number:** 53053500

**Revision Number:**

**This is to certify that the policies of insurance listed below have been issued to the insured named above for the policy period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies. Limits shown may have been reduced by paid claims.**

**Insured:**

- **DBA:** Workplace Resource
- **Address:** 9600 East 40th Avenue
- **City:** Denver
- **State:** CO
- **ZIP:** 80239

**Coverages**

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<td>AND EMPLOYER'S LIABILITY</td>
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<td>X ANY PROPERTY OWNER/EXECUTIVE OFFICER/MEMBER/EXCLUDED?</td>
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<td>$1,000,000</td>
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**Description of Operations / Locations / Vehicles (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

Certificate Holder is included as Additional Insured on the General Liability Policy if required by written contract or agreement subject to the policy terms and conditions.

**Certificate Holder Cancellation**

**For Information Only**

**Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.**

**Authorized Representative**

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14 Encore Services for Adams County
ENCORE SERVICES

Thank You
Addendum #1
IFB-SPH-2018.531

Human Services Building Furniture Removal

All documents and Addendum related to this IFB will be posted on the Rocky Mountain Bid System at:
http://www.rockymountainbidsystem.com/Bids/ViewOpenSolicitations.asp

Proposal Opening Date: November 2, 2018
Time: 2:00 p.m.

Location: Adams County Government Center
4430 South Adams County Parkway
4th Floor, C4000A
Brighton, CO 80601

ADAMS COUNTY
COLORADO
Human Services Building Furniture Removal – IFB-SPH-2018.531

Q: Can we deliver roll off disposal or recycling containers on site in the parking lot for debris and recycling removal from site or will everything need to be hauled away from site? Follow Up: Would there be a designated area we can place them in parking lot around facility?

A: Yes, this is allowed – this is an unoccupied building so in parking lot is acceptable

Q: Can we extend the work hours from 3:00p.m. to 6:00p.m. for each service date?

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A: Protection required in elevators and main lobby flooring

Please see the updated pricing sheet listed as Attachment One – Price Sheet
   - For electrician line item, mark N/A if no electrical will be included in your bid

Please see the updated floor plan PDF for marked areas listed as Appendix B - Updated
PROJECT: Human Services Building Furniture Removal

COMPANY: ____________________________________

DATE: _______________________________________

ACKNOWLEDGEMENTS:
The above Bidder acknowledges examination of the following:
  a) Contract Documents
     • Appendix A – Sample Contract
     • Appendix B – Floor Depictions
  b) Project Site/Existing Conditions: _____
  c) Receipt of Addenda Numbers: _____ _____ _____

AGREEMENTS: The above Bidder agrees to the following:
  a) To hold bid open for 30 calendar days from date of Bid Opening.
  b) To enter and execute the Service Agreement within ten (7) calendar days of award, if awarded based on this bid, including identified Insurance.
  c) To accomplish the work in compliance with the Contract Documents.
  d) Adams County reserves the right to reject any or all bids and to waive informalities.

BASE BID: Total Lump Sum Base Bid

Written Base Bid Amount ___________________ Dollars

OPTIONAL LINE ITEMS:

  1. High Density Pricing

     Written Amount ___________________ Dollars

  2. High Density Pricing

     Written Amount ___________________ Dollars

  3. Certified Electrician

     Written Amount ___________________ Dollars

Optional Line Item Total

Written Amount ___________________ Dollars

TIME & MATERIAL: Bidders to provide T & M Fee Schedule

Bidders to attach with Bid
OPTIONAL UNIT PRICING: Highest Labor cost for a typical office.

Unit Price per each $__________________________

Written Unit Price Amount ____________________________ Dollars

SCHEDULE:
  a) The above Bidder agrees to complete the project, including any Alternates by 11/28/2018 (month, day, year).
  b) Adams County has identified the Stipulated Completion Date of 11/28/2018. The Bidder agrees to make adjustments in the work and schedules necessary to achieve completion no later than the Stipulated Completion date.

ATTACHMENTS:
  a) Submission Check List
  b) Contractor's Certification of Compliance
  c) Contractor's Statement
  d) Reference Form
ALL AREAS NOTED AS FURNITURE REMOVAL SHOULD BE REMOVED.

ITEMS MOUNTED TO THE WALLS INCLUDING COMMON AREAS, HALLWAYS & ENTRANCEWAYS:
Removal of whiteboards, cork boards, tack boards, artwork, posters, magazine (except The/Adams/Today), book shelves and overhats attached to walls are planned for removal.

All fixed cabinetry with counters to remain in place and not in scope.

SCALE: 1" = 1'-0" (U.S. SURVEY FEET)
All areas noted are่วนtered.

Removal is considered lump sum.

This bid form is for separate pricing items #1, #2.

Provide protection to elevators and main lobby entrances.

Cut and remove only.

Post mounted to the walls.

Including division area, hallways & entrance ways.

Removal of white boards, cork boards, tack boards, artwork, protein signage (except dice, darts, bulletin, tool shelves and overheard attached to walls and planned for removal).

All fixed cabinetry with counter to remain in place and held in place.

Adams County

Wilson & Company

1675 Broadway Suite 200
Denver, CO 80202
Phone: 303-227-2676
Fax: 303-227-2678

Coordination Map for:

Adams County

6 of 13

Scale: 1" = 10 ft.
(US Survey Feet)

2ND FLOOR
All areas noted as furniture removal is considered LUMP SUM BASIC 100.

See bid form for separate pricing items #1, #2, #3.

Provide protection to elevators and main lobby entrances.

See Adams County Recycling, located at the 6th Ave. and Vine St.

Items mounted to the walls, including common area, hallways & entryways:
- Remove whiteboards, cork boards, tack boards, artwork, posters, signage (except time-lapse, blackboards and overstock: attached to walls are planned for removal.

All fixed cabinetry with counters to remain in place and not in scope.

Pricing Pursued for potential addition or deletion of office.

JBL Form Pricing #3. Put each office 120.00 Price.
ALL AREAS NOTED AS FURNITURE REMOVAL IS CONSIDERED LUMP SUM BASE BID.

SEE BID FORM FOR SEPARATE PRICING ITEMS #1, #2, #3

PROVIDE PROTECTION TO ELEVATORS AND MAIN LOBBY ENTRANCES.

SEE ADAMS COUNTY RECYCLING PROGRAM AT http://www.acogov.org/recycling-guides

ITEMS MOUNTED TO THE WALLS INCLUDING COMMON AREA, HALLWAYS & ENTRY WAYS:
Removal of white boards, cork boards, tack boards, artwork, posters, signage (except Fire/Life/Safety), book shelves and overheads attached to walls are planned for removal.

All fixed cabinetry with counters to remain in place and Not In Scope.
ALL AREAS NOTED AS FURNITURE REMOVAL IS CONSIDERED LUMP SUM BASE BID.

SEE BID FORM FOR SEPARATE PRICING ITEMS #1, #2, #3

PROVIDE PROTECTION TO ELEVATORS AND MAIN LOBBY ENTRANCES.

SEE ADAMS COUNTY RECYCLING PROGRAM AT http://www.adcqgov.org/recycling-guides

ITEMS MOUNTED TO THE WALLS INCLUDING COMMON AREA, HALLWAYS & ENTRYWAYS - Removal of white-boards, cork boards, tack boards, artwork, posters, signage (except Fire/Life/Safety), book shelves and overheads attached to walls are planned for removal.

All fixed cabinetry with counters to remain in place and Not In Scope.
ALL AREAS NOTED AS FURNITURE REMOVAL IS CONSIDERED LUMP SUM BASE BID.

SEE BID FORM FOR SEPERATE PRICING ITEMS #1, #2, #3

PROVIDE PROTECTION TO ELEVATORS AND MAIN LOBBY ENTRANCES.

SEE ADAMS COUNTY RECYCLING PROGRAM AT http://www.adcos.gov/recycle-guide

ITEMS MOUNTED TO THE WALLS INCLUDING COMMON AREA, HALLWAYS & ENTRY WAYS - Removal of white-boards, cork boards, tack boards, artwork, posters, signage (except Fire/Life/Safety), book shelves and overheads attached to walls are planned for removal.

All fixed cabinetry with counters to remain in place and Not In Scope.