POUDRE SCHOOL DISTRICT R-1

REQUEST FOR PROPOSALS

UPDATE AND ANALYSIS OF 2015 AIR CONDITIONING STUDY

RFP 23-700-002

PROPOSAL SCHEDULE

RFP Issued	**October 11, 2022**
Questions due	**October 25, 2022, 2:00 p.m. MT**
Q&A Issued (Tentative)	**October 27, 2022**
RFP Closing Date	**November 8, 2022, 2:00 p.m. MT**
Interviews (If needed)	**November 16, 2022**

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UPDATE AND ANALYSIS OF 2015 AIR CONDITIONING STUDY
RFP 23-700-002

Poudre School District (the "District") is requesting electronic proposals from professional and qualified Service Providers to perform an analysis of a 2015 air conditioning study and provide updates and recommendations as described in this Request for Proposal ("RFP").

The District shall provide copies of this RFP to Service Providers through the electronic solicitation platform www.bidnetdirect.com where registered Service Providers are required to submit their electronic RFP response along with the first and last name, telephone number and e-mail address of the employee within their organization who will be designated as the District's primary contact with respect to this RFP and their Service Provider's response thereto.

Questions regarding this RFP must be in writing and shall only be directed to the District via the BidNet platform any time after the issuance of this RFP through and including 2:00 p.m. MT on October 25, 2022. Questions received after the date/time and/or not submitted electronically through the BidNet platform may not be addressed. Each question submitted, as well as the District's response thereto, shall be provided in a questions and answers document via www.bidnetdirect.com. Note: Every question must be submitted individually. Multiple questions per entry will not be answered.

The District will only accept and consider electronically submitted proposals from Service Providers, which must be submitted and received in the www.bidnetdirect.com electronic solicitation portal on or before 2:00 p.m. MT on November 8, 2022. at which time the submission portal will close, and no further submissions be allowed or considered. It is the sole responsibility of the Service Provider to see that the proposals are submitted through the BidNet portal by the submission deadline.

Sales Prohibited/Conflict of Interest: No officer, employee, or member of the School Board, shall have a financial interest in the sale to the school district of any real or personal property, equipment, material, supplies or services where such officer or employee exercises directly or indirectly any decision-making authority concerning such sale or any supervisory authority over the services to be rendered. This rule also applies to subcontracts with the School District. Soliciting or accepting any gift, gratuity favor, entertainment, kickback or any items of monetary value from any person who has or is seeking to do business with the District is prohibited.

Collusive or sham proposals: Any proposal deemed to be collusive or a sham proposal will be rejected and reported to authorities as such. Your authorized signature on this proposal assures that such proposal is genuine and is not a collusive or sham proposal.

The District reserves the right to reject any and all proposals and to waive any irregularities or informalities.

Sincerely,
Jon Babcock
Senior Procurement Agent
jbabcock@psdschools.org

REQUEST FOR PROPOSALS
UPDATE AND ANALYSIS OF 2015 AIR CONDITIONING STUDY
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BACKGROUND

Poudre School District is a high-performing district, covering more than 1,800 square miles in northern Colorado with diverse school settings. The District's instructional program is centered around District Ends, under the Policy Governance model, developed to support a comprehensive curriculum.

While more than 70% of the District's families choose to send their children to their neighborhood school, the District does support school choice and offers a wide spectrum of educational programs to fit any child's needs. Program options include International Baccalaureate, Core Knowledge, Bilingual/Dual Language Immersion, Hybrid/Online, Expeditionary Learning, Science, Technology, Engineering and Math (STEM) along with extra-curriculars and athletics. The District has two LEED certified school buildings and over 30 Energy Star awards and supports operational sustainability in all areas of work.
Our Schools:

- 32 elementary schools
- 10 middle schools
- 4 comprehensive high schools
- 2 additional combined middle/high schools opening in Fall of 2022
- 6 option (100% choice) schools
- 3 alternative high schools
- 5 charter schools
- 1 online school

The District is fully accredited by the Colorado Department of Education Accreditation and Accountability Unit and is subject to periodic monitoring to ensure continued compliance with accreditation standards.

1.0 GENERAL CONDITIONS

1.1 Information and materials submitted in response to this solicitation may be considered public records subject to disclosure under the Colorado Open Records Act ("CORA"), C.R.S. §§ 24-72-200.1 to -205.5. Information and materials that Service Provider believes are confidential and not subject to disclosure under CORA must be submitted separately with a citation to the section of CORA and any other relevant law under which Service Provider believes they are confidential. The District, not Service Provider, shall determine whether information and materials so identified will be withheld as confidential, but will inform Service Provider in advance of disclosure to give it an opportunity to take legal action to protect its interests vis-à-vis the party making the CORA request.

1.2 This is a solicitation for an offer and is not an offer to contract for goods or services.

1.3 Service Provider must provide all requested information. Failure to do so may result in rejection of the proposal at the option of the District.

1.4 Proposals must meet or exceed specifications contained in this document.

1.5 The District is exempt from city, county, state, and federal sales/excise taxes. Tax exempt certificates will be issued upon request.

1.6 Submission of a proposal is deemed as acceptance of all terms, conditions and specifications contained in the District's solicitation package initially provided to the Service Provider. Any proposed modification must be accepted in writing by the District prior to award of the contract.

1.7 Each Service Provider, its employees, representatives, and subcontractors, agrees to abide by all applicable federal, state, and local codes, laws, rules and regulations.

1.8 The successful Service Provider shall furnish all supplies, which conform to all applicable safety codes and regulations.

1.9 Contact with District personnel regarding this RFP, other than inquiries to the specific Procurement Agent identified in this document, may be grounds for elimination from the selection process.

1.10 Proposals shall contain a signature of an authorized representative in the space provided on the Proposal Certification Form. Failure to properly sign the proposal may invalidate same and it may not be considered for award.

1.11 The accuracy of the solicitation is the sole responsibility of the Service Provider. No changes in the proposal shall be allowed after the submission deadline, except when the Service Provider can show clear and convincing evidence that an unintentional factual mistake was made, including the nature of the mistake.

1.12 For services requiring Service Provider's presence on District property and the project site(s), the Service Provider must provide proof of insurance that meets the insurance requirements stated in Section 6.0 of this document.

1.13 Health and Safety Standards**.** The Service Provider shall have and maintain a set of protocols and guidelines to meet evolving health and safety requirements and implement any applicable communicable disease protocols, which must follow guidance and orders from state and/or local public health officials and be no less strict than the District's protocols.

1.13.1 Service Provider shall ensure all individuals providing Services under this agreement for the Service Provider wear appropriate personal protective equipment as designated in this section 1.13, at all times while on District property.

1.13.2 If the District is directed, or the District determines to limit or restrict access to any or all of its facilities or District Location due to a public health or safety concern, the District may, at its discretion, temporarily delay or stop Service Provider's services, with or without prior notice.

1.14 The successful Service Provider is not permitted to transfer any interest in the project whether by assignment or otherwise, without prior written consent of the District's Strategic Sourcing Department.

1.15 Service Providers are required to complete the Reference Form included in this solicitation as described.

1.16 Service Provider must note in the solicitation response any intent to use subcontractors. The subcontractor's name, address, phone number and three client references, along with the type of work to be performed must be included. Use of subcontractors may be considered as a factor in the District's evaluation process. If the Service Provider fails to notify the District of its intent to use subcontractors in the proposal submittal, the proposal may be considered a void offer. Subcontractors will be allowed only by written permission of the District. The Service Provider agrees that it is fully responsible to the District for the acts or omissions of its subcontractors, or any persons employed by them, in the same way as it is for the acts and omissions of persons directly employed by the Service Provider. Nothing contained in the contract, or any subcontract shall create any contractual relation between any subcontractor and the District.

1.17 The District reserves the right to reject any and all proposals or any part thereof, to waive any formalities, and further, to award the proposal to the responsible Service Provider as deemed in the best interest of the District.

1.18 There is no expressed or implied obligation for the District to reimburse responding Service Providers for any expenses incurred in preparing proposals in response to this request.

1.19 Responses to this solicitation will be independently evaluated by an evaluation committee to be established for such purpose.

1.20 Proposals submitted will be evaluated using pre-determined objective rating criteria. Those that are clearly non-responsive to the stated requirements may be eliminated prior to the evaluation. Prior to proposal submission, Service Provider are encouraged to check the BidNet website to ensure additional requirements are incorporated into its submissions.

1.21 The District reserves the right to negotiate further with one or more Service Providers or to request additional information. The District may make such inquiries and conduct such investigations as it deems necessary to determine the qualifications and ability of the Service Provider to provide the services called for under the RFP and/or represented in the Service Provider's response. Service Providers shall timely provide information to the District in connection with such inquiries and investigations. Service Providers may be asked to give presentations to the District regarding their proposals.

1.22 Should the District determine, in its sole discretion, that only one Service Provider is fully qualified or that one Service Provider is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that Service Provider.

1.23 The Service Provider shall not utilize any laborer or employee who has been convicted of a violent crime or a crime of such nature (e.g., child related offenses) as to categorize the person as being unsuitable for working around school children or has engaged in such conduct as to be similarly categorized. In the event the District has reasonable grounds to believe that any individual assigned to perform work under this Agreement has a criminal record, is a registered sex offender, has exhibited violent behavior or is under the influence of alcohol or an illegal substance, including marijuana, while performing the Services or based upon other information the District deems reliable, the District may exclude such individual from any District property or impose reasonable conditions upon such individual's presence at any District Location unless the Service Provider submits a copy of a completed security/background check on the employee. In the judgement of the District, if the Services cannot be performed as a result of such action, the Agreement may be terminated. Removal of a specific person(s) will not relieve the Service Provider from timely performance of work completion and will not be considered grounds for a request for additional funds or time extension to complete the Services.

1.23.1 The Service Provider, its laborers and employees shall not fraternize or otherwise communicate with any District students except in cases of safety and like necessities.

1.24 The District intends for the contract to commence upon complete execution of a successfully negotiated agreement and continue in full force and effect through and including June 30, 2024, unless earlier terminated by the District as provided

in Section 1.27 below. The final award and contract start date is contingent upon a successfully negotiated and fully executed contract between the District and the recommended Service Provider. The intended date is provided for planning purposes only.

1.25 For services provided, and at the option of the District, the agreement may be extended beyond the first term for up to four (4) additional one-year terms, subject to the parties' negotiation of mutually agreed upon amendments to the Agreement for each one (1) year term. Pricing will remain fixed and firm for the initial term and all extensions of the agreement.

1.26 Notwithstanding any other term or provision of this Request for Proposal, the District's obligations hereunder are expressly subject to its budgeting and appropriation of sufficient funds for each fiscal year (July 1 - June 30) a contract is in effect. In no event shall the District's obligations in a contract constitute a multiple-fiscal year direct or indirect debt or other financial obligation under Article X, Section 20(4)(b) of the Colorado Constitution.

1.27 Notwithstanding the other provisions of this RFP, either party may terminate this Agreement at any time in that party's sole discretion for any reason, with or without cause, by providing the other party with thirty (30) days' advance written notice. In the event of such termination: (a) the District shall pay Service Provider for all Services performed under and in accordance with this Agreement up to the date of termination; and (b) Service Provider shall reimburse the District for all payments made in excess of Services performed up to the date of termination.

1.28 The Service Provider shall provide the services as an independent contractor of the District. As such, the Service Provider shall have the right to determine how and by whom the services will be provided, subject to and consistent with the terms and conditions of this solicitation.

1.28.1 The Service Provider shall be exclusively responsible for: (a) all compensation, employment tax withholdings and payments, and all fringe benefits for its employees in full compliance with all applicable federal, state and local laws; (b) all insurance coverages and benefits for its employees in full compliance with all applicable federal, state and local laws, including but not limited to pension or retirement benefits, workers' compensation, unemployment compensation, and Social Security benefits; and (c) all payments to its suppliers and subcontractors for goods and/or services directly or indirectly related to this solicitation.

1.28.2 Nothing in this solicitation or as a result of this solicitation shall be construed as creating a single enterprise, partnership, joint venture or employer-employee relationship between a future Service Provider and the District. The future Service Provider will not be considered a partner, agent or representative of the District and will not represent itself to be a partner, agent or representative of the District. The District is not a

partner, agent or representative of any future Service Provider and shall not represent itself to be a partner, agent or representative of the Service Provider.

1.29 Qualifications of Service Provider

1.29.1 The District may make such reasonable investigations as deemed proper and necessary to determine the ability of the Service Provider to perform the work and the Service Provider shall furnish to the District all such information and data for this purpose as may be requested.

1.29.2 The District further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such Service Provider fails to satisfy the District that such Service Provider is properly qualified to carry out the obligations of the contract and to complete the work/furnish the item(s) contemplated therein.

1.30 Miscellaneous

1.30.1 Once the evaluation is complete and the Intent to Award has been issued to the recommended Service Provider, the recommended Service Provider will work with the District's Contract Administrator to successfully negotiate an agreement.

1.30.2 Governing Law and Venue. All issues regarding the formation, performance and/or legal enforcement of the Contract shall be governed by and construed in accordance with the laws of the State of Colorado. Venue for the resolution of any disputes arising out of or relating to the Contract shall be in Larimer County, Colorado.

1.30.3 Equal Opportunity. It is agreed that no otherwise qualified Service Provider shall be excluded from participating in, be denied the benefits of, or be subject to discrimination, including harassment, under any provision of this Agreement on the basis of race; creed; color; national origin; age; sex; pregnancy; physical recovery from childbirth or a related condition; sexual orientation; marital status; veteran status; religion; genetic information; gender expression; gender identity; ancestry; or disability.

1.30.4 Appeal of Award. The Service Provider may appeal the award by submitting, in writing, a request for re-consideration to the District's Executive Director of Finance within seventy-two (72) hours after the receipt of the notice of award.

1.30.5 In the event the awarded Service Provider defaults on its contract or the contract is terminated for cause due to performance, the District reserves the right to re-procure the Services from the next lowest Service Provider or from other sources during the remaining term of the terminated/defaulted contract. Under this arrangement, the District shall

charge the awarded Service Provider any differences between its price and the price to be paid to the next lowest Service Provider, as well as, any costs associated with the re-solicitation effort which resulted from such default or termination.

1.30.6 This solicitation does not commit the District to award a contract or to pay any costs incurred in the preparation of a proposal or to procure a contract for the services. The District reserves the right to accept or reject any or all proposals received as a result of this request or to cancel in part or in its entirety this solicitation if it is deemed to be in the best interest of the District. The District reserves the right to accept any portion of the proposal, or the entire proposal as deemed in the best interest of the District.

1.30.7 For the purposes of solicitation evaluation, Service Provider must indicate any variances to the specifications and terms and conditions, no matter how slight. If variations are not stated in the Service Provider's response, it shall be construed that the proposal fully complies with the specifications and terms and conditions. Notwithstanding the above, it is hereby agreed and understood that the District reserves the right to reject these variations if they individually or, as a whole, do not meet the standards established in the specifications. Modifications to this RFP document and/or exhibit will not be considered valid and may be cause for disqualification. Award of this solicitation does not constitute the District's acceptance of the Service Provider's proposed variations.

1.30.8 Sustainability. The District is committed to be a responsible steward of our natural resources and believes that public education should provide leadership in developing an ethic of sustainability in all its practices. In the District we have both Energy Conservation and Waste Management policies and espouse these values, making environmental stewardship and integral part of the physical plant operation.

1.31 Cooperative Purchasing Efforts

1.31.1 Poudre School District is a member of, or affiliated with, several regional professional procurement organizations within Colorado and Wyoming. These organizations are comprised of governmental purchasing agents, or agency representatives responsible for the purchasing function.

1.31.2 These organizations include:

1.31.2.1 Colorado Educational Purchasing Council (CEPC) - A cooperative purchasing organization comprised of purchasing agents/buyers representing all Colorado public school districts.

1.31.2.2 Multiple Assembly of Procurement Officials (MAPO) - A cooperative purchasing organization comprised of procurement

representatives from state, county, municipal, governments, special districts or school districts along the front range of the Rocky Mountains in Colorado.

1.31.2.3 Rocky Mountain Governmental Purchasing Association (RMGPA) - A chapter member of the National Institute of Governmental Purchasing (NIGP), consisting of public procurement professionals and their representative agencies which include approximately 100 state, county, and municipal governments; school districts and higher education; and other special districts.

1.31.3 Members of these organizations, at their discretion, may request use of the contracts or awards that result from this solicitation. Each governmental entity which uses a contract(s) resulting from this solicitation would establish its own contract, issue its own orders, schedule deliveries, be invoiced individually, make its own payments, and issue its own exemption certificates as required by the Service Provider. It is understood and agreed that Poudre School District is not a legally binding party to any contractual agreement made between another governmental entity and the Service Provider as a result of this solicitation. The District shall not be liable for any costs or damages incurred by any other entity. Usage by any other entity shall not have a negative impact on the District in the current term or in any future terms.

2.0 SCOPE OF WORK AND REQUIREMENTS

The District is seeking a professional and qualified Service Provider to perform an analysis of a 2015 air conditioning study and provide updates and recommendations including but not limited to the deliverables described herein.

In 2015, the District commissioned a comprehensive study to determine the requirements for providing air conditioning to all District schools that did not have air conditioning. In addition, the study also provided some investigation into how we can improve schools that had air conditioning that were not performing well. The desired outcome of the study was to define the estimated investment to provide air conditioning to all schools.

At that time, the District retained the services of Horsetooth Engineering to complete the 2015 Air Conditioning Study. This study is attached as Exhibits A, B, C, D, and E. The District desires to update this 2015 study to take into consideration improvements that have been completed, additional system degradation, and the addition of new schools. The Service Provider will also be required to consider new bell times established since 2015 and account for additional heat days resulting from earlier school start times.

Definition: “Opinion of Probable Cost” is defined as an estimation of costs based on the professional’s experience and qualifications that represent the professional’s best judgement as an experienced and qualified professional in their field and familiarity with the construction field.

2.1 Evaluate Mechanical Concepts

2.1.1 Work with District staff (HVAC, Controls, and Construction personnel) to confirm the inventory of equipment and controls reported in the 2015 Air Conditioning Study. Service Provider must consider improvements/upgrades to schools completed since 2015 and update the inventory accordingly.

2.1.2 Review the assumptions and recommended options in the 2015 study to provide air conditioning in each school currently without air conditioning and to improve the air conditioning in schools with poor performing systems. Revise previous recommendations based upon new technologies and work completed since 2015.

2.1.3 Provide in narrative form and notes on CAD floor plans the updated concepts for equipment, duct and piping installation in each school.

2.1.4 Coordinate with a mechanical contractor to assist in establishing an Opinion Of Probable Cost for projects at each location.

2.1.5 Provide narratives and CAD plans to architectural, structural, and electrical consultants so the impact of the mechanical system installation on other building systems can be analyzed.

2.1.6 Review the assumptions and recommended options in the 2015 study for improvement of the existing dedicated outdoor air systems ("DOAS").

2.1.7 Provide updated conceptual narrative for improvement of the existing DOAS.

2.1.8 Coordinate with a mechanical contractor, as well as architectural, structural, and electrical consultants for costs and impacts of updated strategies to improve the existing DOAS installations.

2.1.9 Provide in narrative format, suggestions for efficiency and/or performance improvement of existing schools with air conditioning.

2.1.10 Provide updated cost estimates in 2023 dollars for all recommendations whether new concepts or concepts carried forward from the 2015 study.

2.2 The successful Service Provider shall conduct site visits for those schools that require more in-depth review of existing conditions.

2.3 Architectural Impacts

2.3.1 Service Provider's architectural consultant shall review the mechanical system impact for items such as roof penetrations, wall penetrations, ceiling removal and reinstallation, roof patching and wall patching.

2.3.2 Provide Opinion of Probable Cost

2.3.3 Visit sites for select schools that are more complicated or as-built documents are not adequate.

2.4 Structural Impacts

2.4.1 Service Provider's structural consultant shall review mechanical system impact for items such as roof penetrations, wall penetrations, and supporting new roof mounted equipment.

2.4.2 Provide Opinion of Probable Cost for projects at each location.

2.4.3 Visit sites for select schools that are more complicated or as-built documents are not adequate.

2.5 Electrical Impacts

2.5.1 Service Provider's electrical consultant shall review mechanical system impact for items such as main electrical service size replacement and/or addition, power feeds to new equipment, and removal of old equipment.

2.5.2 Provide Opinion of Probable Cost for projects at each location.

2.5.3 Visit sites for most schools – some "prototypical" schools such as Dulaney models may not all be visited.

2.5.4 Service Provider shall also work with their electrical consultant to provide an Opinion of Probable Cost for upgrading to LED light fixtures while the mechanical systems are being replaced.

2.6 Mechanical

2.6.1 Coordinate with a mechanical contractor for systems concepts at schools and provide budget estimates based on historical costs of similar systems and previous work for the District

2.6.2 Coordinate with equipment vendors for budget pricing on large equipment.

2.6.3 Visit sites as needed for more complex schools.

2.6.4 Assist with development of Opinion of Probable Cost for each location as if work were to be completed in 2015/16.

2.7 The Service Provider shall plan on several meetings with District management, including, but not limited to:

2.7.1 One (1) meeting for the purpose of kicking off the project.

2.7.2 One (1) meeting after completion of initial analysis and reconciliation of changes completed since 2015.

2.7.3 One (1) meeting to present concept studies for recommended changes to the concepts included in the 2015 study.

2.7.4 One (1) meeting at completion of initial work. Discuss findings, recommendations, and estimated costs.

2.7.5 One (1) meeting as follow up - discuss issues that surface from study report review.

3.0 COST PROPOSAL

3.1 The Service Provider's cost proposal shall clearly state the not to exceed fee for this service.

3.2 The stated fee shall cover any and all costs incurred by the Service Provider for this project as stated in this RFP.

4.0 EVALUATION AND AWARD OF CONTRACT

The District intends to award the contract to one (1) Service Provider for this service; the District reserves the right to award services to multiple Service Providers if deemed in the best interest of the District. The District also reserves the right to utilize other services in conjunction with the awarded Service Provider(s) program if deemed in the best interest of the District. Those proposals that are clearly non-responsive to the stated requirements may be eliminated prior to evaluation.

4.1 The following criteria will be considered by the evaluation committee when reviewing proposals. The order of the criteria noted below does not indicate order of importance.

4.1.1 Relevant and detailed information presented in the proposal that demonstrates ability to meet requirements in the Scope of Work and Requirements section of this solicitation.

4.1.2 Ability of the Service Provider to provide quality and timely services to meet the District's needs.

4.1.2.1 Appropriate number of staff assigned to the project who are adequately qualified to conduct and supervise the work.

4.1.3 Qualifications and experience of the Service Provider.

4.1.4 Cost(s) of services.

4.1.5 Service Provider's capacity to complete the project on time.

4.1.6 Reference checks, as necessary.

4.2 The District may at its discretion, elect to interview one (1) or more Service Providers that submit a proposal, but is not required to do so. The interview may either be conducted via a virtual platform or in person at a Poudre School District location (Ft. Collins, Colorado).

4.2.1 The determination of whether to conduct interviews with the finalist(s) shall be made by the District based solely on its determination of whether interviews would be helpful in evaluating the proposals.

4.2.2 Any Service Provider selected for an interview will be expected to make an introductory presentation followed by a question and answer period. The District will not reimburse any travel related or other expenses related to an interview.

4.3 Once the evaluation is complete and the Intent to Award has been issued to the recommended Supplier, the recommended Supplier will work with the District's Contract Administrator to successfully negotiate a District agreement.

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5.0 REFERENCE FORM UPDATE AND ANALYSIS OF 2015 AIR CONDITIONING STUDY
RFP 23-700-002

References are mandatory – List three (3), non-Poudre School District, K-12 education market references, for which your company has completed similar services for projects of similar scope. The District may contact these references during the evaluation process. **Client reference letters shall be included in addition to the reference information listed below.**

5.1 Company Name _____

Address _____

Contact Person _____

Telephone _____

Email _____

Describe type of work/service performed or items supplied _____

_____

5.2 Company Name _____

Address _____

Contact Person _____

Telephone _____

Email _____

Describe type of work/service performed or items supplied _____

_____

5.3 Company Name _____

Address _____

Contact Person _____

Telephone _____

Email _____

Describe type of work/service performed or items supplied _____

_____

6.0 INSURANCE

Service Provider shall procure and maintain the required insurance specified below for the duration of this Agreement, which insurance shall be written for not less than the amounts specified or greater if required by law. The District's receipt of a Certificate of Insurance from the Provider with limits and or coverages that do not meet the requirements does not waive the requirements and the Provider shall still be responsible for the limits and coverages stated in this Agreement. Specified coverages and amounts may be provided by a combination of a primary policy plus an umbrella or following form excess policy. All insurance shall be with a carrier licensed in the state of Colorado and shall have a minimum A.M. Best rating of A- VII. Provider shall furnish the District's Director of Records and Risk Management with certificates of the required insurance prior to the District's approval and signing of this Agreement, and with renewal certificates prior to the expiration of any required insurance that expires during the term of this Agreement. Memorandums of Insurance will not be accepted. Certificates of Insurance and all communication regarding insurance shall be sent to:

Poudre School District
Attention: Risk Management
2407 Laporte Ave
Ft. Collins, CO 80521
Please Email Certificate to: COI@psdschools.org

Any insurance and/or self-insurance carried by the District is excess of the coverage extended to the District by Service Provider. Service Provider shall provide at least thirty (30) days' advance written notice to the District prior to cancellation, change of coverage, or non-renewal. The insurance requirements specified in this section 6.0 shall not reduce the indemnification liability that Service Provider has assumed in section 6.1.

Commercial General Liability
Minimum Limits

- Each Occurrence Bodily Injury & Property Damage $2,000,000
- General Aggregate $3,000,000
- Coverage must be written on an "occurrence" basis.
- Poudre School District R-1 and its elected officials, employees, agents, and volunteers shall be named as an additional insured or covered as an additional insured by way of a blanket endorsement and shall be insured to the full limits of liability purchased by the Provider even if those limits of liability are in excess of those required by this Agreement.

Professional Liability
Minimum Limits

a. Each Occurrence or Wrongful Act Limit $1,000,000
b. Annual Aggregate Limit $3,000,000
c. In the event that the Professional Liability insurance required by this Agreement is written on a claims-made basis Provider warrants that any retroactive date under the policy shall precede the effective date of this Agreement and that either continuous

coverage will be maintained or an extended discovery period will be exercised for a period of three (3) years beginning at the time work under this Agreement is completed.

d. Provider must provide evidence of the extended reporting period coverage at the end of the project and before all final payments to the Provider is made.

Workers' Compensation and Employers' Liability

If Provider is exempt under the Colorado Workers' Compensation Act, this requirement will be waived if proof a current Workers' Compensation Coverage Rejection is on file with the Colorado Department of Labor and Employment, Division of Worker's Compensation and a copy is submitted to the District.

Minimum Limits

- State of Colorado — Statutory
- Employer's Liability — $100,000 Each Accident
  $500,000 Disease – Policy Limit
  $100,000 Disease – Each Employee
- Waiver of subrogation in favor of Poudre School District R-1.

6.1 Service Provider shall indemnify and hold harmless the District and the District's Board members, employees, representatives and agents from and against any and all liability arising from any suit, action, grievance, charge or proceeding brought in connection with or related to Service Provider's operations, provision of services and/or conduct of any of its employees, volunteers, agents or representatives. The indemnification and hold harmless obligation hereunder shall include all attorney fees, costs and expenses incurred by the District and/or the District's Board members, employees, representatives and/or agents in defense of said suits, actions, grievances, charges and/or proceedings. Nothing in this section or otherwise in this contract shall be construed in any way or applied in any manner as a compromise or waiver of the District's rights and protections under the Colorado Constitution or the Colorado Governmental Immunity Act.

7.0 MODEL FORMAT OF PROPOSAL

To simplify the review process and obtain the maximum degree of comparability, proposals ***must*** be organized in the manner specified below.

7.1 Title Page

7.1.1 Show the solicitation subject, the name of the proposing Service Provider, local address, telephone number, name of the contact person and the date.

7.2 Table of Contents

7.2.1 Include a clear identification of the material by section and by page number.

7.3 **Letter of Transmittal** – Limit to three (3) pages.

7.3.1 Briefly state the Service Provider's understanding of the work to be done and describe in detail the Service Provider's ability to fulfil the scope of services requested by the District.

7.3.2 State the names of the persons who will be authorized to make representations for the Service Provider, their titles, addresses, phone numbers, and email addresses.

7.4 Company Information

7.4.1 Describe the company's business and background including the number of years in business and experience with similar contracts/agreements.

7.4.2 Details about ownership of the company.

7.4.3 Size of company, including number of offices and number of employees.

7.4.4 Location(s) of offices identify which will be the primary location for our account.

7.4.5 Primary contact information for the company including contact name(s) and title(s), mailing address, phone number(s) and email address(es) and the individual(s) who will be directly servicing our account.

7.5 Service Provider's Approach

7.5.1 Submit a work plan to accomplish the scope and questions defined in the Scope of Work and Requirements (Section 2.0).

7.5.2 Responses should be formatted in order, labeled as such, and follow the exact sequence of the solicitation Scope of Work section.

7.5.3 Clarification questions and requests for information throughout the solicitation shall be clearly labeled with the section and subsection number and include the Service Provider's response/information.

7.5.4 Any and all assumptions shall be clearly stated in the Service Provider's response. Assumptions that are not clearly indicated, but raised later in the award process, may be grounds for the Service Provider's response to be considered non-responsive.

7.6 References

7.6.1 Submit completed reference form in Section 5.0.

7.7 Cost Proposal

7.7.1 Provide a cost proposal as identified in Section 3.0. Cost proposal and supporting documentation shall be clearly labeled "RFP 23-700-002."

7.8 Proposal Certification Form

7.8.1 Submit the completed form in Section 8.0.

7.9 Appendices

7.9.1 The content of this tab is left to the Service Provider's discretion. However, the Service Provider should limit materials included here to those that will be helpful to the District in understanding the services provided for this specific agreement and/or the abilities and qualifications of the Service Provider.

--Intentionally left blank--

Proposals must be submitted and received in BidNet's electronic solicitation portal on or before 2:00 p.m. MT on November 8, 2022.

The undersigned hereby affirms that:

- He/she is a duly authorized agent of the company issuing this proposal and that all information provided in the proposal is true and accurate.
- Service Provider has read the conditions, including the insurance requirements and technical specifications, which were made available to the company in conjunction with this RFP, and fully understands and accepts these terms unless specific variations have been expressly requested in the response submitted by the Service Provider. Requested variations will be reviewed by the District and approved on a case-by-case basis if deemed appropriate.
- The company will adhere to all terms and conditions and provide, at a minimum, all services as expressed in the solicitation and/or the company's proposal responding to the solicitation.
- The company meets or exceeds all of the required criteria as specified by this solicitation, or if not, has submitted a Justification for Consideration addressing any failure to meet the criteria.
- The company's proposal is being offered independently of any other Service Provider and in full compliance with the terms specified in Sections 1 and 2 of the solicitation.
- The company will accept any awards made to it, contingent on contract negotiation, as a result of this solicitation for a minimum of ninety (90) calendar days following the date and time of the solicitation opening.

Company Name: _____

Signature of Agent: _____

Printed Name: _____

Title: _____

E-mail address: _____

Mailing address: _____

Telephone: _____

Contact Person: _____
(If different from Agent, include e-mail address and phone number)

NOTE: Proposals submitted without the signature of an authorized agent of the company may be considered non-responsive and ineligible for the award.