



**POUDRE SCHOOL DISTRICT R-1**

**INVITATION FOR BID**

**2019 ASPHALT PROJECTS GROUP II**

**BENNETT ELEMENTARY  
CLP ELEMENTARY AND MIDDLE  
DUNN ELEMENTARY  
O'DEA ELEMENTARY  
POLARIS EXPEDITIONARY SCHOOL  
ROCKY MOUNTAIN HS FRONT COURTYARD**

**IFB #19-716-003**

**BID SCHEDULE**

<b>IFB Issued</b>	<b>April 3, 2019</b>
<b>Pre-Bid Meeting</b>	<b>April 10, 2019 @ 10:00 a.m. MST</b>
<b>Questions Due</b>	<b>April 16, 2019 @ 2:00 p.m. MST</b>
<b>IFB Closing Date</b>	<b>April 23, 2019 @ 2:00 p.m. MST</b>

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**INVITATION FOR BID  
2019 ASPHALT PROJECTS GROUP II  
IFB #19-716-003**

Poudre School District (the District) is requesting electronic sealed bids from professional and qualified Contractors to repair asphalt and concrete as indicated in the Bid Documents. Work will include removal and replacement of asphalt and concrete and associated supplementary work, such as fence and bollard modifications as scheduled at the subject sites.

The District shall provide copies of this IFB to Contractors through the electronic solicitation platform [www.bidnetdirect.com](http://www.bidnetdirect.com) where registered Contractors are required to submit their electronic IFB 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 IFB and the Contractor's response thereto. The District may provide copies of this IFB to other Contractors upon request, who are also requested to provide 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 IFB and their response thereto.

**It is highly recommended that contractors planning to submit bids attend a pre-bid meeting on Wednesday, April 10, 2019 at 10:00 a.m. (MST).** The pre-bid meeting will begin promptly at 10:00 am (MST) at the front entrance of **CLP Elementary School (CLPE)**, 3511 W. County Road 54G / LaPorte, CO 80535. The walk through will then proceed to the following sites:

Polaris Expeditionary School (Polaris) – 1905 Orchard Place / Ft. Collins, CO 80521  
Dunn Elementary School (Dunn) – 501 South Washington Avenue / Ft. Collins, CO 80525  
Bennett Elementary School (Bennett) – 1125 Bennett Road / Ft. Collins, CO 80521  
Rocky Mountain High School (RMHS) – 1300 West Swallow Road / Fort Collins, CO 80526  
O'Dea Elementary School (O'Dea) – 312 Princeton Road / Fort Collins, CO 80525

Attendance will be taken at each site during the walk through.

**Questions regarding this IFB must be in writing and must be directed to the District via the BidNet platform any time after the issuance of this IFB through and including 2:00 p.m. MST on Tuesday, April 16, 2019.** 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/addendum via [www.bidnetdirect.com](http://www.bidnetdirect.com)

The District will only accept and consider electronically submitted bids from Contractors, which must be submitted and received in the [www.bidnetdirect.com](http://www.bidnetdirect.com) electronic solicitation portal on or before **2:00 p.m. MST on Tuesday, April 23, 2019**, at which time the submission portal will close and no further submissions be allowed or considered.

It is the sole responsibility of the Contractor to see that the bids 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](mailto:jbabcock@psdschools.org)

**INVITATION FOR BID  
2019 ASPHALT PROJECTS GROUP II  
IFB #19-716-003**

**1.0 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 (2) LEED certified school buildings and over 30 Energy Star awards and supports operational sustainability in all areas of work.

Our Schools:

- 31 elementary schools
- 10 middle schools
- 4 comprehensive high schools
- 6 option (100% choice) schools
- 3 alternative high schools
- 4 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.

## **2.0 GENERAL TERMS AND CONDITIONS**

- 2.1 This is a solicitation for an offer and is not an offer to contract for goods or services.
- 2.2 These General Terms and Conditions apply to all offers made to Poudre School District (hereafter referred to as the District) by all prospective Bidders (herein after referred to as Contractor) on behalf of the District Solicitations including, but not limited to, Invitations for Bid, Requests for Quotes, Requests for Qualifications and Requests for Proposals.
- 2.3 Submission of a Bid is deemed as acceptance of all terms, conditions and specifications contained in the solicitation package provided to the Contractor. Any proposed modification must be accepted in writing by the District prior to award of the Bid.
- 2.4 Contractor must provide all requested information. Failure to do so may result in rejection of the Bid at the option of the District.
- 2.5 The School District is exempt from City, County, State and Federal Sales/Excise Taxes. Tax Exempt Certificates will be issued upon request. The District's Tax Exempt Number: 98-03335.
- 2.6 It shall be the sole responsibility of the Contractor to ensure their Bid is submitted through the BidNet portal by the opening date/time. Late responses will not be accepted.
- 2.7 There is no expressed or implied obligation for the District to reimburse Contractors for any expenses incurred in preparing Bids in response to this Bid solicitation.
- 2.8 Bids must meet or exceed specifications contained in the Bid document.
- 2.9 All chemicals, equipment and materials proposed and/or used by Contractor in satisfaction of the terms of this solicitation shall conform to the standards required by the U.S. Department of Labor Occupational Safety and Health Administration (OSHA). Material safety data sheets (MSDS) shall accompany each shipment, when applicable.
- 2.10 Each Contractor (and its employees, representatives and subcontractors) agrees to abide by all applicable Federal, State and Local codes, laws, rules and regulations. The awarded Contractor shall also furnish all supplies, which conform to all applicable safety codes and regulations.
- 2.11 The Contractor, by affixing his signature to this Bid, certifies that his Bid is made without previous understanding, agreement, or connection either with any persons, firms or corporations offering a Bid for the same items or with the District. The Contractor also certifies that his Bid is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action.

- 2.12 Notwithstanding any other term or provision of this IFB, the District's obligations hereunder are expressly subject to its budgeting and appropriation of sufficient funds for each fiscal year (July 1 - June 30) an Agreement is in effect. In no event, shall the District's obligations in an Agreement constitute a multiple-fiscal year direct or indirect debt or other financial obligation under Article X, Section 20(4)(b) of the Colorado Constitution.
- 2.13 In the event the District has reasonable grounds to believe that any individual assigned to perform work under this contract has a criminal record, is a registered sex offender, is under the influence of alcohol or other substance, has exhibited violence or based upon other information the District deems reliable; the District may exclude such individual from any school building or grounds or impose reasonable conditions upon such individual's presence upon any school premises. In the judgment of the District, if the contract cannot be performed as a result of such action, the contract may be terminated.
- 2.14 Contractor shall provide any and all services covered by a District purchase order or Agreement, as an independent contractor of the District, and the persons performing such services shall not be considered employees of the District. Contractor 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 coverage's 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, works' compensation, unemployment compensation, and Social Security benefits; and (c) all payments to its contractors and subcontractors for goods and/or services directly or indirectly related to the solicitation.
- 2.15 Contractor certifies, represents, warrants and agrees that it will not knowingly employ or contract with an illegal alien to provide services under this agreement, and will not enter into a contract with a subcontractor that fails to certify to Contractor that the subcontractor will not knowingly employ or contract with an illegal alien to provide services under this agreement. Contractor also certifies, represents, warrants and agrees that it will confirm the employment eligibility of all its employees who are newly hired for employment to provide services under this agreement through Contractor's participation in either: (a) the E-Verify Program created under federal law and jointly administered by the Department of Homeland Security and the Social Security Administration; or (b) the Colorado Department of Labor and Employment Program ("Department Program") established pursuant to C.R.S. § 8-17.5-102(5)(c).
- 2.16 Contractor shall not use either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed. If Contractor obtains actual knowledge that a subcontractor providing services under this agreement knowingly employs or contracts with an illegal alien, Contractor shall notify the subcontractor and the District within three (3) days that Contractor has such actual knowledge and terminate the subcontract within three (3) days of providing the notice if the subcontractor has not stopped employing or contracting with the illegal alien. Contractor shall comply with any reasonable request made by the Department of Labor and Employment in the course of an investigation undertaken pursuant to the authority of C.R.S. § 8-17.5-102(5).

If Contractor participates in the Department Program, it shall: (a) notify the District and the Department of Labor and Employment of such participation as required by law; and (b) within twenty (20) days after hiring an employee to provide services under this Agreement, provide to the District a written notarized copy of an affirmation that it has examined the legal work status of such employee, retained file copies of the documents required by 8 U.S.C. § 1324a, and not altered or falsified the identification documents for such employee.

- 2.17 Contractor warrants that all goods and/or services furnished as a result of this solicitation shall conform to District specifications and to industry standards and shall be free from defects in material and workmanship. Contractor warrants that all goods and/or services furnished as a result of this solicitation shall be merchantable and shall be safe and appropriate for the purpose for which goods and/or services of like kind are normally used. If Contractor knows or has reason to know the particular purpose for which the District intends to use the goods and/or services, Contractor warrants that such goods and/or services shall be fit for that particular purpose. Contractor warrants that all goods furnished as a result of this solicitation shall be new unless otherwise specified by the District, and that the title conveyed regarding such goods shall be good and its transfer rightful. Contractor agrees to promptly replace or correct defects in any goods or services not conforming to the foregoing opportunity to do so. In the event of Contractor's failure to promptly replace or correct defects in nonconforming goods and services or make such corrections and charge Contractor its costs incurred therefor.
- 2.18 Contractor agrees to furnish the services covered as a result of this solicitation in strict accordance with the District's specifications and at the price noted for each item.
- 2.19 Unless otherwise agreed in writing by the District, delivery of products shall be F.O.B. destination with all transportation and handling charges paid by the awarded Contractor. The District's acceptance of any offer is made in reliance on Contractor's promised delivery date and/or installation of service performance time, as material and basic to the acceptance. If Contractor fails to delivery as and when promised, the District may, without liability and in addition to its other rights and remedies at law or in equity, cancel the order by notice effective when received by Contractor as to goods not yet delivered and services not yet rendered, and purchase substitute goods or service elsewhere and charge Contractor with any loss incurred.
- 2.20 The Contractor shall indemnify and hold harmless the District, its elected officials, employees and agents against any and all claims, damages, loss, liability and court awards (including costs, expenses and attorney fees) incurred as a result of any act or omission by Contractor, its employees, agents, subcontractors or assignees arising out of or in connection with the Invitation for Bid. In the event any goods sold or delivered as a result of this Invitation for Bid are covered by any patent, copyright or trademark, or application therefor, Contractor shall indemnify and hold harmless the District, its elected officials, employees and agents from any and all claims, damages, loss, liability and court awards (including costs, expenses and attorney fees) incurred as a result of any claims, legal actions or judgments based on the actual or alleged manufacture, sales or use of such goods in violation, infringement or the like or rights under such patent, copyright or trademark, or applications therefor.



- 2.21 The Contractor shall not assign an agreement, as a result of this solicitation, or any of its rights, interests or obligations without the prior written consent of the District. The consent may be withheld for any reason or no reason as determined by the District in its sole discretion.
- 2.22 The successful Contractor will agree to not refuse to hire, discharge, promote, demote, or to otherwise discriminate in matters of compensation against any person otherwise qualified solely because of race, creed, sex, national origin, ancestry or physical handicap.
- 2.23 Venue for any and all legal action regarding or arising out of transactions covered herein shall be solely in the District Court in and for Larimer County, State of Colorado. The transactions covered herein shall be governed by the laws of the State of Colorado.
- 2.24 Bids shall contain a signature of an authorized representative in the space provided on the Bid Certification Form. Failure to properly sign Bid may invalidate same and it may not be considered for award.
- 2.25 Where there appears to be variances or conflicts between the General Terms and Conditions and the Special Conditions outlined in this Bid Solicitation, the Special Conditions shall prevail.
- 2.26 The District shall issue a written Addendum if substantial changes, which impact the technical submission of Bids, are required. A copy of such addenda will be distributed via the Rocky Mountain BidNet service. In the event of conflict with the original contract documents, addenda shall govern all other contract documents to the extent specified. Subsequent addenda shall govern over prior addenda only to the extent specified.
- 2.27 All information and supplemental documentation required in conjunction with this Bid shall be furnished by the Contractor with their Bid. If the Contractor fails to supply any required information or documents, his Bid may be considered non-responsive and ineligible for award.
- 2.28 The accuracy of the Bid is the sole responsibility of the Contractor. No changes in the Bid shall be allowed after the submission deadline, except when the Contractor can show clear and convincing evidence that an unintentional factual mistake was made, including the nature of the mistake and the price actually intended.
- 2.29 The apparent silence or omissions within this Bid Solicitation regarding a detailed description of the materials and services to be provided shall be interpreted to mean that only the best commercial practices are to prevail and that only materials and workmanship of first quality are to be used.
- 2.30 The District shall be the sole judge in determining "equals" in regard to quality, price and performance.
- 2.31 Contractors may offer a cash discount for prompt payment; however, such discounts shall not be considered in determining the lowest net cost for the Bid evaluation purposes.

- 2.32 A purchase order resulting from this solicitation shall be governed by and construed in accordance with the laws of the State of Colorado.
- 2.33 Payment for the goods and/or services furnished by the Contractor shall not constitute acceptance thereof. The District shall have the right to inspect such goods and the products of such services, and to reject any or all of which are in the District's judgment defective or nonconforming. In addition to the District's other rights, goods rejected, and goods supplied in excess of quantities specified in a purchase order, may be returned to the Contractor at the Contractor's expense. The District may charge Contractor all expenses of unpacking, examining, repacking and reshipping such goods. In the event the District receives goods whose defects or nonconformity is not apparent upon examination, the District may require replacement and/or payment of damages upon discovery of the defects or nonconformity. Nothing contained herein shall relieve, in any way, Contractor from the obligation of testing, inspection, and quality control.
- 2.34 The District may, at its sole and absolute discretion:
- 2.34.1 Reject any and all or parts of any or all Bids submitted by prospective Contractors;
  - 2.34.2 Re-advertise this solicitation;
  - 2.34.3 Postpone or cancel the Bid process for this solicitation;
  - 2.34.4 Waive any irregularities or technicalities that are not qualified as a requirement for responsiveness in this Bid or in Bids received in conjunction with this Bid; and/or
  - 2.34.5 Determine the criteria and process whereby Bids are evaluated and awarded.
- 2.35 The District may terminate an agreement at any time in its sole discretion for any reason, with or without cause, upon written notice served on the Contractor no less than thirty (30) days prior to the date of termination. In the event of such early termination by the District, the Contractor shall be paid up to the date of termination for services performed under and in accordance with this agreement.
- 2.36 Information and materials submitted in response to this IFB 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 Contractor 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 Contractor believes they are confidential. The District, not Contractor, shall determine whether information and materials so identified will be withheld as confidential, but will inform Contractor 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.

## 2.37 Warranties

Notwithstanding prior acceptance of Services by the District, the Contractor shall expressly warrant all delivered Services provided, as properly functioning at the start of operations and compliant with the terms of the Contract and industry standards thereafter. The warranty period will begin at the time the Services have been formally accepted in writing by the District.

During the warranty period, the Contractor shall be responsible and bear all costs to correct any problems, defects and/or deficiencies reported which do not meet the specifications set forth in the Contract.

The Contractor will correct all defects and/or deficiencies associated with this contract and replace incorrect or defective Services within five (5) business days of written notification from the District to the Contractor. If, within five (5) business days after written notice by the District to the Contractor, the Contractor has not corrected all defects and/or deficiencies, the District may correct all defects and/or deficiencies at the Contractor's expense.

Contractor warrants that all Services furnished under the Contract shall be merchantable and shall be safe and appropriate for the purpose for which Services of like kind are normally used. If Contractor knows or has reason to know the particular purpose for which the District intends to use the Service, Contractor warrants that such Services shall be fit for that particular purpose. Contractor warrants that all Services furnished under the Contract shall be new unless otherwise specified by the District, and that the title conveyed regarding such Services shall be complete and its transfer rightful. Contractor agrees to promptly replace or correct all defects and/or deficiencies in any Service not conforming to the foregoing warranties, without expense to the District, provided the District elects to allow Contractor the opportunity to do so.

Defects and/or deficiencies properly noted in writing to the Contractor before expiration of the warranty period will be fully covered regardless of such expiration.

In the case of emergency, repairs and/or replacement may be made without notice being given to the Contractor, if determined by the District that delay would cause certain loss or damage. The Contractor shall pay the cost of these emergency repairs and/or replacements. Contractor shall, upon District request, provide proof as to the kind and quality of materials and equipment. Contracted work shall, likewise, be free of defects and in conformance with industry standards. Contractor also warrants that its workers will be sufficiently skilled to produce high quality work, free of faults and defects. Work not conforming to these requirements, including unauthorized substitutions, may be considered defective. Contractor further warrants that the construction processes and methods employed to perform the work shall be suitable for the results required and expected. If the Contractor proposes to use an unproved and untried method, process or product, the District must be advised of the proposal in writing and give approval. The District may permit experimentation but may require special guarantees by the Contractor to cover the experimental work.

### **3.0 SPECIFIC CONDITIONS**

- 3.1 The District is committed to be a responsible steward of its 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 an integral part of the physical plant operation.
- 3.2 All changes in Bid Documents shall be through written addendum and posted on BidNet. Confirmation of addenda included in submitted Bid is required on the Bid form.
- 3.3 For services requiring Contractor's presence on District Property, the successful Contractor must provide proof of insurance that meets the insurance requirements stated in Section 11.0 of this Bid document. Contractor must maintain required insurance during the term of the contract.
- 3.4 During the performance of this contract, the Contractor agrees to provide a "drug-free workplace." For the purposes of this section, a "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to the contractor. The Contractor's employees are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance during the performance of this contract.
- 3.5 Where there appears to be variances or conflicts between the information outlined in this IFB and/or the referenced Drawings and Specifications (if applicable), the more stringent requirement shall prevail. In all cases, the Contractor is responsible for notifying the District of the variance or conflict.

### **4.0 CONTRACTOR'S RESPONSIBILITIES**

- 4.1 Upon issuance of a purchase order, the Contractor shall contact the District Project Manager within three (3) business days to schedule work. Contractor shall adhere to the agreed upon start and completion timeline. Failure to complete project within the stated dates could result in termination of the Contract by the District.
- 4.2 All project estimates, schedules, work activity, inspections and payment requests must be approved by the District Project Manager.
- 4.3 Upon request, proof will be available that the Contractor possesses adequate and sufficient equipment to perform quality service.
- 4.4 Contractor shall be responsible for all site cleanups, to include trash removal. District dumpsters are not to be used. The buildings and property of the District shall be left in an acceptable as found condition.
- 4.5 Contractor shall be responsible for providing a safe environment surrounding the work area at all times including, if necessary, fencing of equipment, storage and work area.

- 4.6 Contractor shall be solely responsible for the safety of its work, materials, equipment, tools, etc. on the site and shall, if deemed necessary or expedient, employ, at its own expense, the services of a competent watchman. Contractor is responsible for the materials, equipment, tools, etc. left on District sites for the duration of the project. The District disclaims all responsibility for the safety of the Work, materials, equipment tools, etc. or for any damage which may be done to same due to theft or any other cause until such time as the District formally accepts the completed Work.
- 4.7 Contractor will be responsible for all the necessary licenses. The District will be responsible for all permits and soils testing.
- 4.8 Interior building is not to be accessed by Contractor unless authorized by District Project Manager.
- 4.9 Temporary sanitary facilities will be the responsibility of the Contractor to supply and maintain through the duration of the project.

## **5.0 PROJECT SCOPE AND SPECIFICATIONS**

- 5.1 Work scheduling shall be coordinated between the District Project Manager and Contractor. All work will be performed in accordance with accepted standards for work of a similar nature.
- 5.2 Inspection of the work shall not relieve the Contractor of any obligation to fulfill the Contract as prescribed. Work not meeting specifications shall be corrected, at Contractor's expense, and unsuitable work may be rejected, notwithstanding that such work has been previously inspected by the District Project Manager. Receipt of pertinent documentation and final inspection of finished product by the District Project Manager are required prior to release of final payment to the Contractor awardee.
- 5.3 The project specifications and drawings will be available on BidNet for all interested and qualified Contractors as follows:

**2019 Asphalt Project Manual – 45 pages - Exhibit B**

For all projects covered in this IFB.

**Bennett ES – 10 pages - Exhibit C**

Drawings and Specifics for site

**CLP ES & Polaris ES – 19 pages - Exhibit D**

Drawings and Specifics for sites

**Dunn ES – 8 pages - Exhibit E**

Drawings and Specifics for site

**O'Dea ES – 8 pages - Exhibit F**

Drawings and Specifics for site

**Rocky Mountain HS – 6 pages - Exhibit G**

Drawings and Specifics for site

- 5.4 The District does not have CAD files available for these projects.
- 5.5 Work may begin on June 1, 2019 and shall be substantially completed on or before August 5, 2019. There is no early finish incentive offered to the Contractor.
- 5.6 Expanded subcontractor listing, project schedule, and schedule of values will be due at the preconstruction conference.
- 5.7 Project schedule shall be a bar chart indicating the critical path and any District activities.
- 5.8 Schedule of values to include major project components and broken down to the level requested by the engineer and the District.
- 5.9 Contractor shall attend weekly project meetings. Engineer will document meeting and distribute minutes. Contractor shall document project with photographs including preconstruction, weekly progress, and final completion. Each photograph shall be time/date stamped and named by location/view for future reference. Photos shall be submitted with each payment application.
- 5.10 Contractor shall not use District sanitary facilities, trash receptacles, roll offs, supplies, tools, or equipment.
- 5.11 Contractor is to notify the District of any utility service interruptions at least seventy-two (72) hours in advance.
- 5.12 Barriers and fencing is required as shown on drawings and as necessary to protect adjacent properties and traffic (vehicular/pedestrian) from damage or injury. Contractor is fully responsible for damage or injury caused by insufficient protection of the work area.

## **6.0 EVALUATIONS AND AWARD OF CONTRACT**

- 6.1 Responses to this IFB will be independently evaluated and may be awarded to one (1) or multiple contractors on a project by project basis. Contractors may choose to bid on one (1) or multiple sites.
- 6.2 Award of the Contract shall be made to the responsive and responsible Contractor(s) meeting the specifications and deemed to be in the best interests of the District. Interviews may be requested with one or more respondent. Final evaluation may be based on, but not limited to, any or all of the following: price, adherence to specifications, performance, previous experience with similar projects, and references. Those Bids that are clearly non-responsive to the stated requirements may be eliminated prior to this evaluation.
- 6.3 A submission of a Bid in response to this Invitation for Bid is an offer to Contract with the District based upon the terms, conditions, scope of work and specifications

contained in this IFB. A District purchase order, along with this IFB, addenda, the offer, and any amendments to this IFB shall constitute a binding Contract. The successful Contractor may be required to enter into and sign a formal Contract with the District. The Contract language will control over any language contained within this IFB that conflicts with the signed and fully executed Contract.

- 6.4 All changes in Bid documents shall be through written addendum and shall be posted to BidNet. Amendments or clarifications to the submitted Bids not requested by the District evaluation committee will not be accepted, nor considered in awarding of the Contract.

## **7.0 SUBSTANTIAL COMPLETION**

- 7.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the District can occupy or utilize the Work for its intended use. **Substantial completion for all projects contained in this solicitation will be August 5, 2019.**
- 7.2 When the Work or designated portion thereof is substantially complete, the District will prepare a *Certificate of Substantial Completion* that shall establish the date of Substantial Completion, shall establish the responsibilities of the District and Contractor for security, maintenance, damage to the Work and insurance, and shall fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract documents shall commence on the date of Substantial Completion of the Work or portion thereof unless otherwise provided in the *Certificate of Substantial Completion*.
- 7.3 The *Certificate of Substantial Completion* shall be submitted to the Contractor for its written acceptance of responsibilities assigned to them in such Certificate. Upon such acceptance, the District shall make payment applying to such Work or designated portion thereof less retainage. Such payments shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract documents.
- 7.4 District occupancy and use of substantially completed Work does not constitute final acceptance by the District of such work.

## **8.0 PERFORMANCE AND PAYMENT BOND**

- 8.1 Colorado State Statues require a Performance Bond and a Payment Bond on public projects **more than \$50,000.00**. Contractor is required to post bonds, executed by a surety company authorized to do business in the State of Colorado, upon notification of Bid award. Performance and Payment bonds will each be equal to 100% of contract price and must remain in effect until completion of contract.
- 8.2 Both the Performance Bond and the Payment Bond shall be written on AIA A312 Performance Bond and AIA A312 Payment Bond Forms, as issued by The American Institute of Architects. Dates of bonds shall coincide with the date of the Contract between the District and Contractor. Substitute forms may not be used.



## 9.0 **BID BOND**

9.1 No Bid Bond is required for this project.

## 10.0 **WARRANTIES**

- 10.1 The Contractor warrants that all parts, material, components, equipment and other items used to perform the work shall be new and suitable for the purpose used and will be of good quality, free from faults and defects and all Work will be free of defects and in conformance with the Contract Documents. The Contractor also warrants that its workers will be sufficiently skilled to produce the highest quality of work, which is free from faults and defects. Work not so conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. The Contractor further warrants that the construction processes and methods employed to perform the work shall be suitable for the results required.
- 10.2 The Contractor shall promptly repair, replace, or otherwise correct any of its workmanship and any parts, materials, components, equipment or other items in the work which contain faults or defects, whether such failures are observed by the District, Consultant, or Contractor before or after Final Completion. The Contractor shall bear all costs of correcting such work covered by the warranties.
- 10.3 The Contractor shall further warrant that all Work shall be free of defects of material and workmanship for a period of **1 year and/or as required in the Bid Documents**. The Contractor agrees it will, at its own expense, repair and replace all such defective work and all other work damaged thereby which become defective during the term of the Guarantee Warranty. Whenever guarantees or warranties are required by the Specifications for a longer period than the 1-year warranty, such period shall govern. The District shall have the full benefit of longer warranties provided by the supplier.
- 10.4 Upon discovery of any warranty defect, the District shall give written notice to the Contractor and state the time frame in which the repairs shall be made.
- 10.5 The Contractor, at its own expense, shall repair or replace any damages to equipment, facilities, or other personal or real property owned by the District which is damaged as a result of any such fault or defect, at no cost to the District.

## 11.0 **INSURANCE**

Contractor 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. Specified coverage amounts may be provided by a combination of a primary policy plus an umbrella or following form excess policy. If not otherwise required by law, lower amounts may be acceptable upon review and written approval by the District's Director of Records and Risk Management. 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. Contractor 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. Any insurance and/or self-insurance carried by the District is excess of the coverage extended to the District by the Contractor. Contractor shall provide at least thirty (30) days’ advance written notice to the District prior to cancellation or change of coverage. The insurance requirements specified in this section shall not reduce the indemnification liability that Contractor has assumed in section 11.1 below.

**Commercial General Liability**

- a. Each Occurrence Bodily Injury & Property Damage \$1,000,000
- b. Each Event Personal Injury \$1,000,000
- c. General Aggregate \$2,000,000
- d. Coverage must be written on an “occurrence” basis
- e. Poudre School District and its elected officials and employees shall be named as additional insureds; copy of policy endorsement must be attached to the Certificate of Insurance

**Commercial Automobile Liability Providing Coverage for Owned, Non-Owned, and Leased or Hired Vehicles** (Only if Contractor operates vehicles in performing any services under this agreement)

- a. Bodily Injury & Property Damage Combined Single Limit \$1,000,000
- b. Medical Payment Coverage \$5,000
- c. Poudre School District and its elected officials and employees shall be named as additional insureds; copy of policy endorsement must be attached to the Certificate of Insurance

**Workers’ Compensation** (Unless Contractor is a sole proprietorship)

- a. State of Colorado Statutory
- b. Employer’s Liability \$500,000 Each Accident  
\$500,000 Disease – Policy Limit  
\$500,000 Disease – Each Employee
- c. Waiver of subrogation in favor of Poudre School District R-1; copy of policy endorsement must be attached to the Certificate of Insurance

\*This requirement shall not apply if Contractor is exempt under the Colorado Workers’ Compensation Act **AND** if Contractor has a current Workers’ Compensation Coverage Rejection on file with the Colorado Department of Labor and Employment, Division of Worker’s Compensation.

11.1 Indemnification

Contractor 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 Contractor'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 Agreement 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.

**12.0 REFERENCES**

**References are mandatory** – List three (3) references for which your company has completed similar services for projects of similar scope.

12.1 Company Name \_\_\_\_\_  
Address \_\_\_\_\_  
Contact Person \_\_\_\_\_  
Telephone \_\_\_\_\_  
Email \_\_\_\_\_  
Describe type of work/service performed or items supplied \_\_\_\_\_  
\_\_\_\_\_

12.2 Company Name \_\_\_\_\_  
Address \_\_\_\_\_  
Contact Person \_\_\_\_\_  
Telephone \_\_\_\_\_  
Email \_\_\_\_\_  
Describe type of work/service performed or items supplied \_\_\_\_\_  
\_\_\_\_\_

12.3 Company Name \_\_\_\_\_  
Address \_\_\_\_\_  
Contact Person \_\_\_\_\_  
Telephone \_\_\_\_\_  
Email \_\_\_\_\_  
Describe type of work/service performed or items supplied \_\_\_\_\_  
\_\_\_\_\_

The District will only accept and consider electronically submitted proposals from Contractors, which must be submitted and received in the [www.bidnetdirect.com](http://www.bidnetdirect.com) electronic solicitation portal on or before **Tuesday, April 23, 2019 2:00 p.m. MST.**

The undersigned hereby affirms that:

- Contractor is a duly authorized agent of the company issuing this Bid and that all information provided in the Bid is true and accurate.
- Contractor has read the conditions and technical specifications, which were made available to the company in conjunction with this IFB, and fully understands and accepts these terms unless specific variations have been expressly listed in the Bid.
- Contractor will adhere to all terms and conditions and provide, at a minimum, all services as expressed in the IFB and/or the company's Bid responding to the IFB.
- Contractor meets or exceeds all of the required criteria as specified by this IFB, or if not, has submitted a Justification for Consideration addressing any failure to meet the criteria.
- Contractor's Bid is being offered independently of any other Contractor and in full compliance with the terms specified in the IFB.
- Contractor will accept any awards made to it, as a result of this IFB for a minimum of ninety (90) calendar days following the date and time of the IFB closing.

Company Name: \_\_\_\_\_

Signature of Agent: \_\_\_\_\_

Printed Name: \_\_\_\_\_

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

E-mail address: \_\_\_\_\_

Mailing address: \_\_\_\_\_

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

Contact Person: \_\_\_\_\_  
(If different from Agent – include e-mail address and phone number)

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

14.0 **BID FORM**

2019 Asphalt Projects Group II – Bennett Elementary  
IFB #19-716-003  
April 23, 2019 - 2:00 p.m. (MST)

**BASE BID LUMP SUM – BENNETT ES**

Provide the information requested below. Poudre School District reserves the right to reject any or all Bids or any parts thereof.

Contractor proposed to furnish all labor and material to complete the execution of everything described in the Bid Document.

**BASE BID LUMP SUM – BENNETT ELEMENTARY**

\_\_\_\_\_  
Dollars(\$\_\_\_\_\_)

**ALTERNATES FOR PROJECT – BENNETT ES**

ALTERNATE #1: On-Street Parking  
\_\_\_\_\_ Dollars (\$\_\_\_\_\_ ) Add / Deduct

ALTERNATE #2: Playground Area  
\_\_\_\_\_ Dollars (\$\_\_\_\_\_ ) Add / Deduct

Contractor/Company Name: \_\_\_\_\_

Authorized Agent's Name: \_\_\_\_\_

Authorized Agent's Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**BID FORM**

**2019 Asphalt Projects Group II – CLP Elementary and Middle  
IFB #19-716-003  
April 23, 2019 - 2:00 p.m. (MST)**

**BASE BID LUMP SUM – CLP ELEMENTARY/MIDDLE SCHOOL**

Provide the information requested below. Poudre School District reserves the right to reject any or all Bids or any parts thereof.

Contractor proposed to furnish all labor and material to complete the execution of everything described in the Bid Document.

**BASE BID LUMP SUM – CLP MIDDLE SCHOOL**

\_\_\_\_\_  
Dollars(\$\_\_\_\_\_)

**ALTERNATES FOR PROJECT – CLP ELEMENTARY**

ALTERNATE #1: Play Pad Area  
\_\_\_\_\_ Dollars (\$\_\_\_\_\_ ) Add

ALTERNATE #2: Seal Coating and Re-Stripping of North Lot  
\_\_\_\_\_ Dollars (\$\_\_\_\_\_ ) Add

Contractor/Company Name: \_\_\_\_\_

Authorized Agent's Name: \_\_\_\_\_

Authorized Agent's Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**BID FORM**

2019 Asphalt Projects Group II – Dunn Elementary  
IFB #19-716-003  
April 23, 2019 - 2:00 p.m. (MST)

**BASE BID LUMP SUM – DUNN ELEMENTARY**

Provide the information requested below. Poudre School District reserves the right to reject any or all Bids or any parts thereof.

Contractor proposed to furnish all labor and material to complete the execution of everything described in the Bid Document.

**BASE BID LUMP SUM – DUNN ELEMENTARY**

\_\_\_\_\_  
\_\_\_\_\_ Dollars(\$\_\_\_\_\_)

**ALTERNATES FOR PROJECT – DUNN ES**

NONE

Contractor/Company Name: \_\_\_\_\_

Authorized Agent's Name: \_\_\_\_\_

Authorized Agent's Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**BID FORM**

2019 Asphalt Projects Group II – O’Dea Elementary  
IFB #19-716-003  
April 23, 2019 - 2:00 p.m. (MST)

**BASE BID LUMP SUM – O’DEA ELEMENTARY**

Provide the information requested below. Poudre School District reserves the right to reject any or all Bids or any parts thereof.

Contractor proposed to furnish all labor and material to complete the execution of everything described in the Bid Document.

**BASE BID LUMP SUM – O’DEA ELEMENTARY**

\_\_\_\_\_ Dollars(\$ \_\_\_\_\_)

**ALTERNATES FOR PROJECT – O’DEA ES**

NONE

Contractor/Company Name: \_\_\_\_\_

Authorized Agent’s Name: \_\_\_\_\_

Authorized Agent’s Signature: \_\_\_\_\_

Date: \_\_\_\_\_



**BID FORM**

**2019 Asphalt Projects Group II – Polaris Expeditionary School  
IFB #19-716-003  
April 23, 2019 - 2:00 p.m. (MST)**

**BASE BID LUMP SUM – POLARIS EXPEDITIONARY SCHOOL**

Provide the information requested below. Poudre School District reserves the right to reject any or all Bids or any parts thereof.

Contractor proposed to furnish all labor and material to complete the execution of everything described in the Bid Document.

**BASE BID LUMP SUM – POLARIS EXPEDITIONARY SCHOOL**

\_\_\_\_\_ Dollars(\$ \_\_\_\_\_)

**ALTERNATES FOR PROJECT – POLARIS ES**

ALTERNATE #1: EDGE STABILIZATION SANDSTONE ROCKS PER DETAIL 112/C703  
\_\_\_\_\_ Dollars (\$ \_\_\_\_\_) Add

Contractor/Company Name: \_\_\_\_\_

Authorized Agent's Name: \_\_\_\_\_

Authorized Agent's Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**BASE BID LUMP SUM – ROCKY MOUNTAIN HS FRONT ENTRY**

Provide the information requested below. Poudre School District reserves the right to reject any or all Bids or any parts thereof.

Contractor proposed to furnish all labor and material to complete the execution of everything described in the Bid Document.

**BASE BID LUMP SUM – RMHS FRONT ENTRY**

\_\_\_\_\_ Dollars(\$\_\_\_\_\_)

**ALTERNATES FOR PROJECT – RMHS**

NONE

Contractor/Company Name: \_\_\_\_\_

Authorized Agent's Name: \_\_\_\_\_

Authorized Agent's Signature: \_\_\_\_\_

Date: \_\_\_\_\_