



POUDRE SCHOOL DISTRICT R-1

INVITATION FOR BID

BLEACHER and GRANDSTAND INSPECTION SERVICES

IFB 20-701-001

BID SCHEDULE

| | |
|---------------------------------|--------------------------------------|
| IFB Posted to Bidnet | October 14, 2019 |
| Contractor Questions Due | October 21, 2019 – 2 p.m. MST |
| IFB Closing Date | October 30, 2019 – 2 p.m. MST |

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**INVITATION FOR BID
BLEACHER and GRANDSTAND INSPECTION SERVICES
IFB 20-701-001**

Poudre School District (the District) is requesting bids for structural engineering services for the inspection of District grandstands and bleachers as specified in this Invitation for Bid (IFB).

A copy of the bid and any associated addenda may be obtained from the Rocky Mountain E-Purchasing ("BidNet") website: <http://www.RockyMountainBidSystem.com>.

Questions regarding this IFB must be in writing and directed to the District through the BidNet platform any time after the issuance of this IFB through and including 2:00 p.m. MST on **October 21, 2019**. Questions received after the deadline 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 an addendum through BidNet.

Note: Every question must be submitted individually. Multiple questions per entry will not be answered.

The District will only accept and consider electronically submitted bids. Bids must be submitted and received in BidNet's electronic solicitation portal by 2:00 p.m. MST on **October 30, 2019**. At that time the submission portal will close, and no further submissions will be allowed, nor considered.

At no time during the solicitation process will communication regarding this IFB be permitted with any district employee other than the Procurement Agent named below until an award has been announced. Communication with a district employee other than the Procurement Agent named below may disqualify your bid from consideration.

District staff shall review the bids received in response to this IFB during the bid consideration period commencing on October 31, 2019. During the bid consideration period, the District may ask questions of and/or request additional information from Contractors who have submitted bids.

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 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 bids: Any bid deemed to be collusive or a sham bid will be rejected and reported to authorities as such. Your authorized signature on the bid assures that such bid is genuine and is not a collusive or sham bid.

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

Sincerely,
Karen Wailly
Senior Procurement Agent

**INVITATION FOR BID
BLEACHER and GRANDSTAND INSPECTION SERVICES
IFB 20-701-001**

1.0 BACKGROUND

The 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:

- 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 the District by all prospective suppliers on behalf of District Solicitations including, but not limited to, Invitations for Bid (IFB), Requests for Documented Quotes (DQ), Requests for Qualifications (RFQ) and Requests for Proposals (RFP).
- 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 agreement.
- 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 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 is: 98-03335.
- 2.6 There is no expressed or implied obligation for the District to reimburse Contractors for any expenses incurred in preparing bids in response to this solicitation.
- 2.7 Bids must meet or exceed specifications contained in the solicitation document.
- 2.8 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.
- 2.9 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.
- 2.10 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.
- 2.11 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.
- 2.12 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, 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 agreement cannot be performed as a result of such action, the agreement may be terminated.

- 2.13 Contractor shall provide any and all services covered by a District issued 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.
- 2.14 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).
- 2.15 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.
- 2.16 Contractor agrees to provide the items covered in this solicitation in strict accordance with the District's specifications and at the price noted for each item.

- 2.17 Unless otherwise agreed in writing by the District, delivery of products shall be FOB 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 deliver 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.
- 2.18 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 IFB. In the event any goods sold or delivered as a result of this IFB 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.
- 2.19 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.
- 2.20 Contractor agrees 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.
- 2.21 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.
- 2.22 Bids shall contain a signature of an authorized representative in the space provided on the Bid Certification Form. Failure to properly sign bid may result in bid being considered non-responsive.
- 2.23 Where there appears to be variances or conflicts between the General Terms and Conditions and the special conditions outlined in this solicitation, the special conditions shall prevail.
- 2.24 The District shall issue written addenda if substantial changes, which impact the technical submission of bids, are required. Copies of such addenda will be distributed via the BidNet system. In the event of conflict with the original agreement documents, addenda shall govern all other agreement documents to the extent specified. Subsequent addenda shall govern over prior addenda only to the extent specified.

- 2.25 All information and supplemental documentation required in conjunction with this bid shall be furnished by the Contractor with its bid. If the Contractor fails to supply any required information or documents, its bid may be considered non-responsive and ineligible for award.
- 2.26 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.
- 2.27 The apparent silence or omissions within this 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.
- 2.28 Contractors may offer a cash discount for prompt payment; however, such discounts shall not be considered in determining the lowest net cost for bid evaluation purposes.
- 2.29 A purchase order resulting from this solicitation shall be governed by and construed in accordance with the laws of the State of Colorado.
- 2.30 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.
- 2.31 The District may, at its sole and absolute discretion:
- 2.31.1 Reject any and all or parts of any or all bids submitted by prospective Contractors;
 - 2.31.2 Re-advertise this solicitation;
 - 2.31.3 Postpone or cancel the bid process for this solicitation;
 - 2.31.4 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
 - 2.31.5 Determine the criteria and process whereby bids are evaluated and awarded.
- 2.32 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.

2.33 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.

2.34 For the purposes of solicitation evaluation, Contractor must indicate any variances to the specifications and terms and conditions, no matter how slight. If variations are not stated in the Contractor's response, it shall be construed that the quote 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.

2.35 Appeal of Award. Contractor may appeal the award by submitting, in writing, a request for re-consideration to the District's Procurement Services department within seventy-two (72) hours after the receipt of the notice of award.

2.36 Cooperative Purchasing Efforts

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.

These organizations include:

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

Members of these organizations, at their discretion, may request use of the agreements or awards that result from this solicitation. Each governmental entity which uses an agreement(s) resulting from this solicitation would establish its own

agreement, issue its own orders, schedule deliveries, be invoiced individually, make its own payments, and issue its own exemption certificates as required by the Contractor. It is understood and agreed that the District is not a legally binding party to any contractual agreement made between another governmental entity and the Contractor 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.

3.0 CONTRACTOR'S RESPONSIBILITIES

- 3.1 The Contractor shall furnish all labor, materials and equipment, necessary for satisfactory Contract performance.
- 3.2 Upon request, proof will be available that the Contractor possesses adequate and sufficient equipment and resources to perform quality service and to commence work once the agreement has been fully executed.
- 3.3 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. All unusable materials and debris shall be removed from the District premises. At completion, the Contractor shall thoroughly clean up all areas where work has been involved as mutually agreed with the District's project manager.
- 3.4 The Contractor shall be responsible for disposing environmentally hazardous waste materials in a manner that is consistent with regulations stipulated by the United States Environmental Protection Agency (EPA) as well as with any state or locally prescribed procedures.
- 3.5 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. 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.
- 3.6 Contractor shall be responsible for all necessary permits and inspections.
- 3.7 Contractor agrees that it is fully responsible to the District for the acts or omissions of its subcontractors or of persons employed by them, in the same way as it is for the acts and omissions of persons directly employed by the Contractor. Nothing contained in the agreement or any subcontract shall create a contractual relation between any subcontractor and the District.
- 3.8 Project estimates, schedules, work activity, other trades not included in the agreement, inspections, and payment requests must be approved by the District's project manager.
- 3.9 Upon issuance of a purchase order, the Contractor shall adhere to the specified start and completion timeline stated on the purchase order and/or executed agreement. Failure to complete project within the stated dates could result in termination of the agreement by the District.

- 3.10 Contractor shall visit the project site prior to commencement of work to verify working area project scope and safety issues.
- 3.11 Contractor shall furnish all required personal safety equipment.
- 3.12 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 or Contractor before or after completion. The Contractor shall bear all costs of correcting such work covered by the warranties.
- 3.13 Contractor, at its own expense, shall repair or replace any damages to any equipment, facilities or other personal or real property owned or leased by the District which is damaged as a result of any such fault or defect, at no cost to the District.
- 3.14 Contractor will be responsible for providing a clean and safe environment surrounding the work area at all times, including, if necessary, fencing of equipment, storage and work area. The buildings and property of the District shall be left in an acceptable as found condition.

4.0 PROJECT SCOPE AND SPECIFICATIONS

- 4.1 All fixed District grandstands and operational bleachers at middle schools and high schools shall be inspected every two years.
 - 4.1.1 Bleachers not attached at the base are considered temporary and will not be inspected.
- 4.2 Engineering stamped inspection reports shall include
 - 4.2.1 Overall condition assessment,
 - 4.2.2 Analysis of all structural components,
 - 4.2.3 Appropriate photo documentation,
 - 4.2.4 Detailed list of deficiencies, and
 - 4.2.5 Recommendations to address the listed deficiencies.
- 4.3 The District bleacher inventory (Exhibit A) lists all bleachers with their locations.
- 4.4 The District project manager will work with the successful Contractor to determine the project schedule.
 - 4.4.1 The inspections must be completed by **July 31, 2020**.
- 4.5 Contractor shall provide its hourly rate for additional engineering services as required.

5.0 EVALUATIONS AND AWARD OF CONTRACT

- 5.1 The District intends to select a single Contractor with whom to contract for bleacher and grandstand inspection services. The services may be extended beyond the initial contract term for up to four (4) additional one-year terms subject to the parties' negotiation of mutually agreeable one-year fee schedule for each successive one-year term.
 - 5.1.1 Extension of the agreement beyond the initial period is a District prerogative and not a right of the Contractor. The prerogative will be exercised only when such continuation is clearly in the best interest of the District. Changes in price and/or specifications of renewal maintenance must be submitted to the District for review and approved at least (45) days prior to the end of the term and agreed upon by both parties.

- 5.2 Award shall be made to the responsive and responsible Contractor meeting the specifications and deemed to be in the best interest of the District. Final evaluation may be based on, but not limited to price, delivery time, and previous experience with similar projects.
 - 5.2.1 Those bids that are clearly non-responsive to the stated requirements may be eliminated prior to evaluation.

- 5.3 A submission of a bid in response to this IFB is an offer to contract with the District based upon the terms, conditions, scope of work and specifications contained in this IFB.

- 5.4 All changes in bid documents shall be through written addenda and shall be posted to BidNet.
 - 5.4.1 Amendments or clarifications to the submitted bids not requested by the District will not be accepted, nor considered in awarding the agreement.

- 5.5 The successful Contractor will be required to enter into and sign a formal agreement with the District. A sample agreement has been provided as Exhibit B. The agreement language will control over any language contained within this IFB that conflicts with the signed and fully executed agreement. If the Contractor has concerns with the language contained within the proposed agreement, those shall be identified in the Contractor's response.
 - 5.5.1 In the case of conflicts between the IFB and any referenced bid documents, the more stringent requirements shall govern. In all cases, the Contractor is responsible for notifying the District of the conflict.

6.0 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 coverages and 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. Certificates of Insurance and all communication regarding insurance shall be sent to:

Poudre School District
Attention: Risk Management
Email: risk@psdschools.org (preferred method of communication)
2407 Laporte Ave
Ft. Collins, CO 80521

Any insurance and/or self-insurance carried by the District is excess of the coverage extended to the District by Contractor. Contractor 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 shall not reduce the indemnification liability that Contractor has assumed in section 6.1 below.

Commercial General Liability

Minimum Limits

- | | |
|--|-------------|
| a. Each Occurrence Bodily Injury & Property Damage | \$1,000,000 |
| b. General Aggregate | \$2,000,000 |
| c. Products/Completed Operations Aggregate | \$2,000,000 |
| d. Personal/Advertising Injury | \$1,000,000 |
| e. Coverage must be written on an “occurrence” basis. | |
| f. Poudre School District R-1 and its elected officials, employees, agents, and volunteers shall be named as an additional insured and shall be insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Agreement. | |

Professional Liability

- | | |
|---------------------|-------------|
| a. Each Claim | \$1,000,000 |
| b. Annual Aggregate | \$1,000,000 |

In the event that the Professional Liability insurance required by this Agreement is written on a claims-made basis Contractor 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. Contractor must provide evidence of the extended reporting period coverage at the end of the project and before all final payments to the Contractor is made.

The policy shall include a waiver of subrogation in favor of Poudre School District R-1.

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

| | |
|--|-------------|
| Bodily Injury & Property Damage Combined Single Limit Minimum | \$1,000,000 |
|--|-------------|

Workers' Compensation and Employers' Liability*

Minimum Limits

- 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.

* 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.

6.1 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.

7.0 **REFERENCES**

**BLEACHER and GRANDSTAND INSPECTION SERVICES
IFB 20-701-001**

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

7.1 Company Name _____
Address _____
Contact Person _____
Telephone _____
Email _____
Describe type of work/service performed or items supplied _____

7.2 Company Name _____
Address _____
Contact Person _____
Telephone _____
Email _____
Describe type of work/service performed or items supplied _____

7.3 Company Name _____
Address _____
Contact Person _____
Telephone _____
Email _____
Describe type of work/service performed or items supplied _____

8.0 **BID CERTIFICATION FORM**

**BLEACHER and GRANDSTAND
INSPECTION SERVICES, IFB 20-701-001**

Bids must be submitted and received in BidNet’s electronic solicitation portal on or before 2:00 p.m. MST on October 30, 2019.

The undersigned hereby affirms that:

- He/she is a duly authorized agent of the company issuing this bid and that all information provided in the bid is true and accurate.
- He/she 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.
- The company 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.
- The company 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.
- The company’s bid is being offered independently of any other Contractor and in full compliance with the terms specified in this IFB.
- The company 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.