



## **POUDRE SCHOOL DISTRICT R-1**

### **INVITATION FOR BID**

### **BUILDING AUTOMATION SYSTEMS REPLACEMENTS**

### **BLEVINS MIDDLE SCHOOL POUDRE HIGH SCHOOL**

**IFB #21-700-002**

#### **BID SCHEDULE**

**IFB Posted to BidNet**

**October 16, 2020**

**Site Visit**

**October 22, 2020**

**Contractor Questions Due**

**October 26, 2020 – 2 p.m. MST**

**IFB Closing Date**

**October 30, 2020 – 2 p.m. MST**

## **TABLE OF CONTENTS**

### **JUSTIFICATION FOR STANDARDIZATION**

#### **PURPOSE OF IFB**

- 1.0 BACKGROUND**
- 2.0 GENERAL TERMS AND CONDITIONS**
- 3.0 CONTRACTOR'S RESPONSIBILITES**
- 4.0 PROJECT SCOPE AND SPECIFICATIONS**
- 5.0 EVALUATIONS AND AWARD OF CONTRACT**
- 6.0 PERFORMANCE AND PAYMENT BONDS**
- 7.0 WARRANTIES**
- 8.0 INSURANCE**
- 9.0 REFERENCES**
- 10.0 COST PROPOSAL**
- 11.0 BID CERTIFICATION FORM**

#### **EXHIBIT A – PSD TECHNICAL SPECIFICATIONS – HVAC**

#### **EXHIBIT B – PSD TECHNICAL SPECIFICATIONS – INTEGRATED AUTOMATION**

#### **EXHIBIT C – PSD TECHNICAL SPECIFICATIONS – ELECTRICAL**

#### **EXHIBIT D – PSD TECHNICAL SPECIFICATIONS – PLUMBING**

#### **EXHIBIT E – BLEVINS 2012 CONTROLS SCOPE**

#### **EXHIBIT F – BLEVINS 2012 RENOVATION MECH-ELEC**

#### **EXHIBIT G – PHS 5.11.12 UPDATED**

#### **EXHIBIT H – PHS CONTROLS**

#### **EXHIBIT I– SAMPLE LIMITED SCOPE CONTRACT**

**BUILDING AUTOMATION SYSTEMS REPLACEMENTS  
IFB 21-700-002**

**JUSTIFICATION FOR STANDARDIZATION**

Poudre School District (the District) began replacing obsolete and unsupported building automation systems (BAS) in 2010. In order to create ease of maintenance, universal remote access, consistent graphics and multi-department utilization, the District standardized to Long Building Technologies and Building Technology Systems for the design and installation. Since that time, the District has continued its efforts to standardize the BAS in all its facilities.

Maintaining those same, consistent standards in the BAS at Bacon Elementary School, Harris Elementary School, Leshar Middle School, and Timnath Elementary School allows for replication of existing programming, graphics and protocol.

Therefore, the District is inviting **only** Long Building Technologies and Building Technology Systems to participate in this solicitation.

Any questions regarding this standardization can be 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 26, 2020.**

**BUILDING AUTOMATION SYSTEMS REPLACEMENTS  
IFB 21-700-002**

The District is requesting bids from Long Building Technologies and Building Technology Systems to design and install the replacement Building Automation Systems (BAS) at Two (2) school sites within the District per the specifications contained 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 26, 2020**. 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, 2020**. 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 30, 2020. 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,  
Jon Babcock  
Senior Procurement Agent

## **BUILDING AUTOMATION SYSTEMS REPLACEMENTS IFB 21-700-002**

### **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 shall 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 its signature to this bid, certifies that its 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 its 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, gender, 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 the 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 Contractor may offer a cash discount for prompt payment; however, such discount 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 The District shall be responsible for all necessary State Building permits and the awarded contractor shall be responsible for any necessary electrical or plumbing (DORA) permits.
- 2.36 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 of its practices. The District has both Energy Conservation and Waste Management policies and espouse these values, making environmental stewardship an integral part of the physical plant operation.
- 2.37 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.
- 2.38 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.

- 2.39 The awarded Contractor shall be held entirely responsible for any and all damage to District property, accidents or injuries to employees and the public by reason of work contracted under terms of this IFB. The Contractor shall be required to take safety precautions in an effort to protect persons and District property. Each Contractor (and its employees, representatives and subcontractors) agrees to abide by all applicable Federal, State and Local codes, laws, rules and regulations, and OSHA. The awarded Contractor shall also furnish all supplies, which conform to all applicable safety codes and regulations. Any fines levied by the above-mentioned authorities because of inadequacies to comply with these requirements shall be borne solely by the Contractor. Barricades shall be provided by the Contractor when work is performed in areas traversed by persons or when deemed necessary by the District's Project Manager.
- 2.40 Contractor must note in their response any intent to use subcontractors. The subcontractor's name, address, phone number and three (3) 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 Supplier fails to notify the District of its intent to use subcontractors in their bid submittal, the bid submittal may be considered a void offer. Subcontractors will be allowed only by written permission of the District. The Supplier 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 Supplier. Nothing contained in the Agreement or any subcontract shall create any contractual relation between any subcontractor and the District.
- 2.41 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.
- 2.42 For services requiring Contractor's presence on District Property, the successful Contractor must provide proof of insurance that meets the insurance requirements stated in the Insurance section of this Bid document. Contractor must maintain required insurance during the term of the contract.
- 2.43 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.

- 2.44 Where there appears to be variances or conflicts between the information outlined in this IFB and/or the referenced drawings, diagrams 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.

### **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 shall be available that the Contractor possesses adequate and sufficient equipment and resources to perform quality service and to commence work once the contract 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 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.
- 3.7 Project estimates, schedules, work activity, other trades not included in the contract, inspections, and payment requests must be approved by the District's project manager.
- 3.8 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 contract by the District.

- 3.9 Contractor shall visit the project site prior to commencement of work to verify working area project scope and safety issues.
- 3.10 Contractor shall furnish all required personal safety equipment.
- 3.11 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.
- 3.12 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.
- 3.13 Contractor is 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**

The scope of these projects involves the replacement of the entire existing building automation systems, including all BAS components, associated valves (if needed and where applicable), actuators, relays and other associated electrical components, and piping. The existing system BAS will be replaced with a Tridium Niagara Building Automation and Control Network (BACnet) over Internet Protocol (IP), DDC actuator BAS. New control drawings and a sequence of operation will be required.

- 4.1 Designs shall be based on the District technical specifications and the existing controls drawings (Exhibits A – H).

#### **4.2 It is highly recommended that representatives from Long Building Technologies and Building Technology Systems attend site visits to become familiar with the buildings and existing equipment.**

DATE: October 22, 2020  
TIME: 10 a.m. MST  
WHERE: Blevins Middle School (Then proceeding to Poudre High School)  
ADDRESS: 2101 South Taft Hill Road  
Fort Collins, CO 80526

The site visits will follow current local recommendations regarding social distancing and COVID-19 considerations. In order to attend the site visit, Contractors must RSVP by emailing Jon Babcock ([jbabcock@psdschools.org](mailto:jbabcock@psdschools.org)) no later than **2 p.m. on October 19, 2020** providing the names, email addresses, phone numbers, and the titles of the attendees. To regulate group sizes, Contractor attendees should be limited to only the staff necessary to bid the project. Depending on the number of attendees, the site visit may

proceed in one or more groups. Individuals not registered to attend the site visit will not be permitted.

All individuals involved in the site visit are required to wear proper face coverings. We ask that you please do not attend if you are experiencing any of the following symptoms:

- Coughing
- Shortness of breath or difficulty breathing
- Fever of 100.4 or higher
- Chills
- Sore throat
- Muscle aches
- Recent loss of taste and/or smell

Additionally, if any Contractor planning to attend the site visit has been exposed to someone that has tested positive for COVID-19 in the past 14 days, please do not attend.

#### 4.3 Project Schedule

4.3.1 Anticipated date for on-site work to begin: June 1, 2021

4.3.2 Anticipated completion date: no later than August 10, 2021

### **5.0 EVALUATIONS AND AWARD OF CONTRACT**

5.1 Award shall be made to the responsive and responsible Contractor(s) 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, workload capacity, ability to adhere to the project schedule and deadline, and previous experience with similar projects.

5.1.1 Those bids that are clearly non-responsive to the stated requirements may be eliminated prior to evaluation.

5.2 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.

5.3 All changes in bid documents shall be through written addenda and shall be posted to BidNet.

5.3.1 Amendments or clarifications to the submitted bids not requested by the District will not be accepted, nor considered in awarding the agreement.

5.4 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 I. 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.

5.4.1 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 PERFORMANCE AND PAYMENT BOND

- 6.1 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.
- 6.2 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.

## 7.0 WARRANTIES

- 7.1 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.
- 7.2 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.
- 7.3 The Contractor shall further warrant that all work shall be free of defects of material and workmanship for a period of **one (1) years minimum 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 one (1) year warranty, such period shall govern. The District shall have the full benefit of longer warranties provided by the Contractor/Manufacturer.
- 7.4 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.
- 7.5 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.

## 8.0 **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](mailto: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 8.1.

### **Commercial General Liability**

Coverage to include:

- a. Premises and Operations
- b. Explosions, Collapse and Underground Hazard
- c. Personal / Advertising Injury
- d. Products / Completed Operations
- e. Liability assumed under an Insured Contract (including defense costs assumed under Contract)
- f. Designated Construction Project(s) General Aggregate Limit, ISO CG 2503 or equivalent
- g. Automatic Additional Insurance Endorsement, Owners, Lessees, or Contractors Endorsement, ISO CG 2038 or equivalent
- h. Poudre School District R-1, its elected officials, employees, agents, and volunteers shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, including Completed Operations, Lessees or Contractors Endorsement, ISO CG 2307 or equivalent 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 Contract.

Completed Operations coverage must be kept in effect for up to the statue of repose after project completion.



Minimum Limits

a. Each Occurrence Limit	\$2,000,000
b. General Aggregate	\$3,000,000
c. Products/Completed Operations Aggregate	\$3,000,000
d. Personal/Advertising Injury	\$2,000,000
e. Fire Damage (Any One Fire)	\$50,000
f. Medical Payments (Any One Person)	\$5,000

For estimated Projection Construction Cost from \$10,000,000 - \$29,999,999:

a. Each Occurrence	\$5,000,000
b. General Aggregate	\$5,000,000
c. Products/Completed Operations Aggregate	\$5,000,000
d. Personal/Advertising Injury	\$5,000,000
e. Fire Damage (Any One Fire)	\$50,000
f. Medical Payments (Any One Person)	\$5,000

For estimated Projection Construction Cost from \$30,000,000 - \$49,999,999:

a. Each Occurrence	\$10,000,000
b. General Aggregate	\$10,000,000
c. Products/Completed Operations Aggregate	\$10,000,000
d. Personal/Advertising Injury	\$10,000,000
e. Fire Damage (Any One Fire)	\$50,000
f. Medical Payments (Any One Person)	\$5,000

For estimated Projection Construction Cost from \$50,000,000 - \$99,999,999:

a. Each Occurrence	\$25,000,000
b. Annual Aggregate	\$25,000,000
c. Products/Completed Operations Aggregate	\$25,000,000
d. Personal/Advertising Injury	\$25,000,000
e. Fire Damage (Any One Fire)	\$50,000
f. Medical Payments (Any One Person)	\$5,000

For estimated Projection Construction Cost over \$100,000,000 - Contact Risk Management for limits and type of insurance.

**Professional Liability**

Contractor shall maintain Professional Liability covering wrongful acts, errors and/or omissions, including design errors, if applicable, for damage sustained by reason of or in the course of operations under the Contract resulting from professional services provided by the Contractor as part of the Contract.

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 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.

- d. 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.

**Contractor's Pollution Liability, Including Errors and Omissions** (If work involves potential pollution risk or losses caused by pollution conditions, including asbestos).

For losses caused by pollution conditions including coverage for bodily injury, property damage, (including natural resource damage), cleanup costs, removal, storage, disposal, and or use of the pollutant; and defense costs, including costs and expenses incurred in the investigation, defense, or settlement of claims. Coverage shall apply to the sudden and gradual pollution conditions resulting from the escape or release of smoke, vapors, fumes, acids alkalis, toxic chemicals, liquids, or gases, natural gas, waste materials, or other irritants, contaminants, or pollutants (including asbestos). and cleanup costs that arise from the operations of the Contractor as described in the Scope of Services section of this Agreement.

Minimum Limits

- a. Per Loss \$5,000,000
- b. Products/Completed Operations Aggregate \$5,000,000
- c. The policy shall provide for complete professional service coverage, including coverage for pollution liability that is the result of a breach of professional duties.
- d. The policy shall provide for protection against claims for third-party bodily injury, property damage, or environmental damage caused by pollution conditions resulting from the Contractor's contracting activities for which the Contractor is legally liable.
- e. The policy shall provide for cleanup costs when mandated by governmental entities, when required by law, or as a result of third-party claims.
- f. The policy shall be endorsed to include the following additional insured language: "Poudre School District R-1, its elected officials, employees, agents, and volunteers shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor" 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 Contract. Copy of policy endorsement must be attached to the Certificate of Insurance.
- g. 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.
- h. Completed Operations Coverage shall be kept in place for up to the statute of repose.

**Builders' Risk**

The policy shall:

- a. Be written on an "All Risk" basis (Special Coverage Form) including flood and earthquake.
- b. Provide coverage of property at the construction site, off-site storage locations and in transit.

- c. Be written on a completed value; the estimated completed value of the project is used as the limit of insurance.
- d. Poudre School District R-1, its elected officials, employees, agents, and volunteers, the contractor, and subcontractors, shall be named insureds under the policy.

Soft Costs (or delay in opening) coverage is necessary on very large projects. Specific coverage requirements will be determined based on the possible exposure. Contact Risk Management for additional specific insurance requirements.

- Coverage for contracts less than \$5 million is handled by the district in conjunction with the Colorado School Districts Self Insurance Pool. This coverage is provided without additional application.
- In most cases, contracts that exceed \$5 million will require additional builders' risk insurance coverage.

**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 Contract)

Bodily Injury & Property Damage Combined Single Limit Minimum	\$1,000,000
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**If work involves the transportation of hazardous materials or regulated substances:**

- a. Bodily Injury/Property Damage (Each Accident) Minimum Limit \$5,000,000
- b. The Policy shall include a CA 9948 Endorsement (or its equivalent) and MCS-90 to provide coverage for claims resulting in bodily injury, property damage or cleanup costs associated with a pollution condition from transported cargo.
- c. The policy shall be endorsed to include the following additional insured language: "Poudre School District R-1, its elected officials, employees, agents, and volunteers shall be named as an additional insured to the policy, with respect to liability arising out of the activities performed by, or on behalf of the Contractor 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 Contract.

**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.**

- 8.1 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.

**9.0 REFERENCES**

**BUILDING AUTOMATION SYSTEMS REPLACEMENTS  
IFB 21-700-002**

**References are mandatory** – List three references for which your company has completed similar services for projects of similar scope (construction, schedule, cost to be considered).

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

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

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

**10.0 COST PROPOSAL**

**BUILDING AUTOMATION SYSTEMS REPLACEMENTS  
IFB 21-700-002**

Provide a price that includes all costs associated with the design and installation of the replacement Building Automation System for each site below. The District reserves the right to reject any or all bids or any parts thereof.

Blevins Middle School \$ \_\_\_\_\_

Poudre High School \$ \_\_\_\_\_

Confirm the Q&A Document/Addenda have been received. The modifications to the Bid Documents noted in all Addenda issued have been considered and all costs are included in the above cost(s). It is the responsibility of the Contractor to confirm all project Addenda have been received and included in the submitted Bid (and alter the list below).

Q&A/Addendum # \_\_\_\_\_ Dated \_\_\_\_\_ Signature \_\_\_\_\_

Q&A/Addendum # \_\_\_\_\_ Dated \_\_\_\_\_ Signature \_\_\_\_\_

**CONFIRMATION OF SCHEDULE**

The undersigned Contractor agrees to achieve completion of the project no later than August 10, 2021 with a construction start date as early as June 1, 2021. There is no early incentive offered by the District.

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

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

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

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

11.0 **BID CERTIFICATION FORM**      **BUILDING AUTOMATION SYSTEMS REPLACEMENTS**  
**IFB 21-700-002**

**Bids must be submitted and received in BidNet’s electronic solicitation portal on or before 2:00 p.m. MST on October 30, 2020.**

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 shall 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 shall 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.**