



POUDRE SCHOOL DISTRICT R-1
INVITATION FOR BID
CTE EQUIPMENT FOR NEW SCHOOLS
IFB 22-5S1-004

BID SCHEDULE

IFB Posted to Bidnet

April 6, 2022

Supplier Questions Due

April 13, 2022 – 2 p.m. MT

IFB Closing Date

April 20, 2022 – 2 p.m. MT

TABLE OF CONTENTS

PURPOSE OF SOLICITATION

1.0 BACKGROUND

2.0 GENERAL TERMS AND CONDITIONS

3.0 PROJECT SCOPE AND SPECIFICATIONS

4.0 EVALUATION AND AWARD

5.0 COST PROPOSAL

6.0 BID CERTIFICATION

7.0 INSURANCE

EXHIBIT A – PRICING FORM

**INVITATION FOR BID
CTE EQUIPMENT FOR NEW SCHOOLS
IFB 22-5S1-004**

Poudre School District (the District) is requesting bids from qualified suppliers to provide new CTE Equipment and installation for two new middle high schools for classroom use 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 April 13, 2022. Questions received after the deadline date and 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 accept and consider only electronically submitted bids. Bids must be submitted and received in BidNet's electronic solicitation portal by 2:00 p.m. MST on April 20, 2022. At that time, the submission portal will close, and no further submissions will be allowed, nor considered.

During the solicitation process and until an award has been announced, communication regarding this IFB will only be permitted with the Procurement Agent named below. Communication with a District employee other than the Procurement Agent named below may disqualify your bid from consideration.

District staff will review the bids received in response to this IFB during the bid consideration period commencing on April 20, 2022. During the bid consideration period, the District may ask questions of and/or request additional information from suppliers who have submitted bids.

Sales Prohibited/Conflict of Interest: No officer, employee, or member of the District Board of Education shall have a financial interest in the sale to the 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 or all bids or any parts thereof, and to waive any irregularities or informalities.

Sincerely,
Jon Babcock, Senior Procurement Agent

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:

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

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

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 a prospective supplier (Supplier) on behalf of District solicitations including, but not limited to, Invitations for Bid, Requests for Quotes (RFQ), Requests for Qualifications (RFQu) and Requests for Proposals (RFP).
- 2.3 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.
- 2.4 Supplier must provide all requested information. Failure to do so may result in rejection of the bid at the option of the District.
- 2.5 Supplier guarantees that it will provide only authentic OEM equipment. Third-party parts or components will not be accepted. The District will not accept shipments of any equipment that is shipped with invalid warranties, invalid software licenses, no support entitlement and/or incorrect product configurations that are found to be sourced from outside authorized channels.
- 2.6 Bids must meet or exceed specifications contained in the solicitation document.
- 2.7 Supplier may submit equivalent equipment by another manufacturer for consideration. The equivalent equipment, that is of matching quality and meets the requirements of the District, will be evaluated and is subject to the approval of the District in accordance with the following.
 - 2.7.1 The burden of proof as to the comparative quality and suitability of the equivalent equipment offered shall be on the Supplier. Include supportive documentation.
 - 2.7.2 The District shall be the sole judge as to the comparative quality and suitability of the equivalent equipment offered. The District's decision shall be final.
- 2.8 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.
- 2.9 There is no expressed or implied obligation for the District to reimburse Suppliers for any expenses incurred in preparing bids in response to this solicitation.
- 2.10 All chemicals, equipment and materials proposed and/or used by Supplier 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). Safety Data Sheets (SDS) shall accompany each shipment, when applicable.

- 2.11 The Supplier and its employees, representatives, and subcontractors agrees to abide by all applicable Federal, State and Local codes, laws, rules, and regulations. The awarded Supplier shall also furnish all supplies, which conform to all applicable safety codes and regulations.
- 2.12 The Supplier, by affixing his signature to the 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 Supplier also certifies that his bid is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action.
- 2.13 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.
- 2.14 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.
- 2.15 Supplier 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. Supplier 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 Suppliers and subcontractors for goods and/or services directly or indirectly related to the solicitation.
- 2.16 Contractor certifies, represents, warrants and agrees that it will not knowingly employ or contract with a worker without authorization 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 a worker without authorization 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).

- 2.16.1 Contractor shall not use either the E-Verify Program or the Department Program procedures to undertake preemployment 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 a worker without authorization, 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 worker without authorization. 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 Supplier 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.
- 2.18 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 Supplier. The District’s acceptance of any offer is made in reliance on Supplier’s promised delivery date and/or installation of service performance time, as material and basic to the acceptance. If Supplier 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 Supplier as to goods not yet delivered and services not yet rendered, and purchase substitute goods or service elsewhere and charge Supplier with any loss incurred.
- 2.19 Supplier 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 Supplier, 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, Supplier 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.

- 2.20 Supplier 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.
- 2.21 It is agreed that no otherwise qualified Intern shall be excluded from participating in, be denied the benefits of, or be subject to discrimination, including harassment, under any provision of this Agreement on the basis of race; creed; color; national origin; age; sex; pregnancy; physical recovery from childbirth or a related condition; sexual orientation; marital status; veteran status; religion; genetic information; gender expression; gender identity; ancestry; or disability.
- 2.22 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.
- 2.23 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.
- 2.24 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.
- 2.25 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.
- 2.26 All information and supplemental documentation required in conjunction with this bid shall be furnished by the Supplier with its bid. If the Supplier fails to supply any required information or documents, its bid may be considered non-responsive and ineligible for award.
- 2.27 The accuracy of the bid is the sole responsibility of the Supplier. No changes in the bid shall be allowed after the submission deadline, except when the Supplier can show clear and convincing evidence that an unintentional factual mistake was made, including the nature of the mistake and the price actually intended.
- 2.28 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.

- 2.29 Suppliers 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.
- 2.30 A purchase order resulting from this solicitation shall be governed by and construed in accordance with the laws of the State of Colorado.
- 2.31 Payment for the goods and/or services furnished by the Supplier 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 Supplier at the Supplier's expense. The District may charge Supplier 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, Supplier from the obligation of testing, inspection, and quality control.
- 2.32 The District may, at its sole and absolute discretion:
 - 2.32.1 Reject any and all or parts of any or all bids submitted by prospective Suppliers;
 - 2.32.2 Re-advertise this solicitation;
 - 2.32.3 Postpone or cancel the bid process for this solicitation;
 - 2.32.4 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
 - 2.32.5 Determine the criteria and process whereby bids are evaluated and awarded.
- 2.33 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 Supplier no less than thirty (30) days prior to the date of termination. In the event of such early termination by the District, the Supplier shall be paid up to the date of termination for services performed under and in accordance with this agreement.
- 2.34 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 Supplier 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

Supplier believes they are confidential. The District, not Supplier, shall determine whether information and materials so identified will be withheld as confidential, but will inform Supplier 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.

- 2.35 For the purposes of solicitation evaluation, Supplier must indicate any variances to the specifications and terms and conditions, no matter how slight. If variations are not stated in the Supplier'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.
- 2.36 Appeal of Award. Supplier may appeal the award by submitting, in writing, a request for re-consideration to the District's Strategic Sourcing department within seventy-two (72) hours after the receipt of the notice of award.
- 2.37 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:

- 2.37.1 Colorado Educational Purchasing Council (CEPC) - A cooperative purchasing organization comprised of purchasing agents/buyers representing all Colorado public school districts.
- 2.37.2 Multiple Assembly of Procurement Officials (MAPO) - A cooperative purchasing organization comprised of procurement representatives from state, county, municipal, governments, special districts, or school districts along the front range of the Rocky Mountains in Colorado.
- 2.37.3 Rocky Mountain Governmental Purchasing Association (RMGPA) - A chapter member of the National Institute of Governmental Purchasing (NIGP), consisting of public procurement professionals and their representative agencies which include approximately 100 state, county, and municipal governments; school districts and higher education; and other special districts.
- 2.37.4 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 Supplier. 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 Supplier 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 have no negative impact on the District in the current term or in any future terms.

3.0 PROJECT SCOPE AND SPECIFICATIONS

- 3.1 The District intends to purchase the following models and quantities of quality equipment for each new middle high school set to open in the Fall of 2022.
- 3.2 Quantities listed are the District's best estimate and do not obligate the District to order or accept more than its actual requirements as determined by actual needs and availability of appropriated funds. The District reserves the right to adjust the quantities ordered in conjunction with this IFB.
- 3.3 The brands and models listed are the preferred brands and models of the District.
- 3.4 Supplier shall provide brand and item information for proposed products of equal or better quality in the table in section 5.0 if not proposing the specified products.
- 3.5 Within one-hundred and twenty (120) days after an initial purchase order is issued, the District may purchase additional quantities of the same model(s) and/or accessories from the successful Supplier(s) at the awarded bid pricing. This option if exercised, is the prerogative of the District and shall be honored by the successful Supplier(s), unless otherwise noted as an exception in their bid response.
- 3.6 Supplier shall provide the delivery time after receipt of valid purchase order for the products listed in Section 5.0.
- 3.7 Delivery and Installation of orders resulting from this solicitation will be made to:

Wellington Middle High School – 2856 Cleveland Ave, Wellington, CO 80549

And

Timnath Middle High School–4700 E. Prospect Rd, Timnath, CO 80547 (**after May**)

4.0 EVALUATIONS AND AWARD

- 4.1 Award shall be made by line item to the most responsive and responsible Supplier(s) meeting the specifications and deemed to be in the best interest of the District.
 - 4.1.1 Final evaluation may be based on, but not limited to price, delivery time, adherence to specifications, warranty, and quality.
 - 4.1.2 Those bids that are clearly non-responsive to the stated requirements may be eliminated prior to evaluation.

5.0 COST PROPOSAL

- 5.1 All quantities listed are approximate and are given as a general guide for bidding and are not guaranteed amounts.
- 5.2 Prices shall be submitted in Exhibit A – Pricing Form and stated in units of quantity specified. The supplier shall enter "No Bid" for each item where a unit price will not be offered.
- 5.3 Supplier shall only fill in the green shaded cells of the form unless proposing an equivalent. Equivalent information shall be listed in the appropriate blue shaded cells of the form only.
- 5.4 Unit cost of each item shall include shipping, handling, and freight charges (F.O.B. Destination).
- 5.5 Colors and other options for product will be discussed after bid review. Available options should be provided with response.
- 5.6 Supplier shall provide warranty information for regular school use with response.
- 5.7 Supplier shall provide any and all fees associated with unpacking and setup of each piece of equipment the Supplier is bidding. This will include, but is not limited to:
 - 5.7.1 Moving equipment from receiving area to appropriate classroom.
 - 5.7.2 Unpackaging and assembling each unit according to manufacturer’s specifications.
 - 5.7.3 Providing any included tools or paperwork packaged with each unit back to the District after set up.
 - 5.7.4 Removal of packaging materials and trash off site. District trash receptacles are not to be used.
 - 5.7.5 Verification that each unit is in working order.
- 5.8 Proposed equivalent product specifications and information shall be submitted with bid to be considered.
- 5.9 Supplier shall rename the Pricing Form to include company name before submitting.

Company Name _____

Name of Agent _____

Signature of Agent _____

Bids must be submitted and received in BidNet’s electronic solicitation portal on or before 2:00 p.m. MST on April 20, 2022.

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.
- The company’s bid is being offered independently of any other Supplier 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.

7.0 INSURANCE

Supplier 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. Supplier 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 Supplier. Supplier 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 9.0 shall not reduce the indemnification liability that Supplier has assumed in section 9.1.

Commercial General Liability

Minimum Limits

- a. Each Occurrence Bodily Injury & Property Damage \$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. 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 or covered as an additional insured by way of a blanket endorsement and shall be insured to the full limits of liability purchased by the Provider even if those limits of liability are in excess of those required by this Agreement.

Commercial Automobile Liability Providing Coverage for Owned, Non-Owned, and Leased or Hired Vehicles (Only required if Provider 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

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

Minimum Limits

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

9.1 Indemnification

Supplier 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 Supplier'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 9.1 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.

-End-