



POUDRE SCHOOL DISTRICT R-1
REQUEST FOR PROPOSAL
WEIGHT ROOMS DESIGN AND FURNISH
RFP 22-65M-003

PROPOSAL SCHEDULE

RFP Posted to BidNet	March 4, 2022
Pre-proposal Site Visit	March 11, 2022 – 12 p.m. MT
Questions Due	March 18, 2022 – 2 p.m. MT
RFP Closing Date	March 25, 2022 – 2 p.m. MT

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WEIGHT ROOMS DESIGN AND FURNISH RFP 22-65M-003

Poudre School District (“the District”) is requesting proposals from professional and qualified suppliers (“Contractors”) to design, supply and install new weight room equipment in the weight room areas of the two new middle school / high schools (“MSHS”) as specified in this Request for Proposal (“RFP”).

The District shall provide copies of this RFP to contractors through the Rocky Mountain E-Purchasing System electronic solicitation platform, <http://www.RockyMountainBidSystem.com> (“BidNet”), where registered contractors are required to submit their electronic proposal responses.

Contractors planning to submit proposals are encouraged to be represented at the pre-proposal site visit on March 11, 2022. The pre-proposal site visit will begin promptly at 12 p.m. MT at the front entrance of the new Wellington MSHS at: 2856 Cleveland Ave., Wellington, CO. 80549.

Questions regarding this RFP must be in writing and directed to the District through the BidNet platform any time after the issuance of this RFP through and including 2:00 p.m. MT on March 18, 2022. Questions received after the deadline date and time and/or not submitted electronically through the BidNet platform may not be addressed. Questions submitted, as well as the District’s response thereto, shall be provided in an addendum through BidNet.

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

The District will only accept and consider electronically submitted proposals. Proposals must be submitted and received in BidNet’s electronic solicitation portal by 2:00 p.m. MT on March 25, 2022. At that time, the submission portal will close, and no further submittals will be allowed.

District staff shall review the proposals received in response to this RFP during the proposal consideration period commencing on March 25, 2022. During the proposal consideration period, the District may ask questions of and/or request additional information from contractors who have submitted proposals.

During the solicitation process and until an award has been announced, communication regarding this RFP 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 proposal from consideration.

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

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

Sincerely,
Jon Babcock
Senior Procurement Agent

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 District 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 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 Prospective contractor (“Contractor”) must provide all requested information. Failure to do so may result in rejection of the proposal at the option of the District.
- 2.3 Proposals must meet or exceed specifications contained in this document.
- 2.4 The District is exempt from city, county, state, and federal sales/excise taxes. Tax exempt certificates will be issued upon request.
- 2.5 Submission of a proposal is deemed as acceptance of all terms, conditions and specifications contained in the District's solicitation package. Any proposed modification must be accepted in writing by the District prior to award of the contract.
- 2.6 Contractor, its employees, representatives, and subcontractors agree to abide by all applicable federal, state, and local codes, laws, rules, and regulations.
- 2.7 The successful Contractor shall furnish all supplies, which conform to all applicable safety codes and regulations.
- 2.8 Information and materials submitted in response to this solicitation may be considered public records subject to disclosure under the Colorado Open Records Act ("CORA"), C.R.S. §§ 24-72-200.1 to -205.5. Information and materials that 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.
- 2.9 Proposals shall contain a signature of an authorized representative in the space provided on the Proposal Certification Form. Failure to properly sign the proposal may invalidate same and it may not be considered for award.
- 2.10 The accuracy of the solicitation is the sole responsibility of the Contractor. No changes in the proposal 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.

- 2.11 For services requiring Contractor's presence on District property and the project site, the Contractor must provide proof of insurance that meets the insurance requirements stated in Section 8.0 of this document.
- 2.12 The successful Contractor is not permitted to transfer any interest in the project whether by assignment or otherwise, without prior written consent of the Strategic Sourcing Department.
- 2.13 Contractors are required to submit the name, address, phone number, email address and contact person of at least three (3) Colorado school gymnasium references for which your company has completed similar services, as those requested in this RFP, in the past 18 months.
- 2.14 Contractor must note in the solicitation response any intent to use subcontractors. The subcontractor's name, address, phone number and three client references, along with the type of work to be performed must be included. Use of subcontractors may be considered as a factor in the District's evaluation process. If the Contractor fails to notify the District of its intent to use subcontractors in the proposal submittal, the proposal may be considered a void offer. Subcontractors will be allowed only by written permission of the District. The Contractor 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 Contractor. Nothing contained in the contract, or any subcontract shall create any contractual relation between any subcontractor and the District.
- 2.15 The District reserves the right to reject any and all proposals or any part thereof, to waive any formalities, and further, to award the proposal to the responsible Contractor as deemed in the best interest of the District.
- 2.16 There is no expressed or implied obligation for the District to reimburse responding firms for any expenses incurred in preparing proposals in response to this request.
- 2.17 Responses to this solicitation will be independently evaluated by an evaluation committee to be established for such purpose.
- 2.18 Proposals submitted will be evaluated using pre-determined objective rating criteria. Those that are clearly non-responsive to the stated requirements may be eliminated prior to the evaluation. Prior to proposal submission, Contractors are encouraged to check the BidNet website to ensure additional requirements are incorporated into its submissions.
 - 2.18.1 Contractor is responsible for monitoring the BidNet website for any additional requirements, addenda, and award information.

- 2.19 The District reserves the right to negotiate further with one or more Contractor or to request additional information. The District may make such inquiries and conduct such investigations as it deems necessary to determine the qualifications and ability of the Contractor to provide the services called for under the RFP and/or represented in the Contractor's response. Contractors shall timely provide information to the District in connection with such inquiries and investigations. Contractors may be asked to give presentations to the District regarding their proposals.
- 2.20 Should the District determine, in its sole discretion, that only one Contractor is fully qualified or that one Contractor is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that Contractor.
- 2.21 In the event the District has reasonable grounds to believe that any individual assigned to perform work under this solicitation 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 a contract cannot be performed as a result of such action, the contract may be terminated.
- 2.22 The final award and contract start date is contingent upon a successfully negotiated and fully executed contract between the District and the recommended Contractor. The District intends for the contract to continue in full force and effect through project completion unless terminated by the District earlier as provided in Section 2.24 below.
- 2.23 Notwithstanding any other term or provision of this RFP, the District's obligations hereunder are expressly subject to its budgeting and appropriation of sufficient funds for each fiscal year (July 1 - June 30) a contract is in effect. In no event shall the District's obligations in a contract constitute a multiple-fiscal year direct or indirect debt or other financial obligation under Article X, Section 20(4)(b) of the Colorado Constitution.
- 2.24 Notwithstanding the planned term of a contract and/or any extensions thereof as provided above, the District may terminate the contract 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 contract.
- 2.25 Independent contractor. The Contractor shall provide the services as an independent service contractor of the District. As such, the Contractor shall have the right to determine how and by whom the services will be provided, subject to and consistent with the terms and conditions of this solicitation.

2.25.1 The 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 coverages and benefits for its employees in full compliance with all applicable federal, state and local laws, including but not limited to pension or retirement benefits, workers' compensation, unemployment compensation, and Social Security benefits; and (c) all payments to its Contractors and subcontractors for goods and/or services directly or indirectly related to this solicitation.

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

2.26 Certification Regarding a Worker Without Authorization

2.26.1 The 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).

2.26.2 The 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.

2.27 Qualifications of Contractor

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

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

2.28 Miscellaneous

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

2.28.2 **Governing Law.** A contract resulting from this solicitation shall be governed by and construed in accordance with the laws of the State of Colorado. 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.

2.28.3 **Equal Opportunity.** The successful firm agrees not to 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.

2.28.4 **Appeal of Award.** Contractor may appeal the award by submitting a written request for re-consideration to the District's Strategic Sourcing department within seventy-two (72) hours after receipt of the notice of award.

- 2.28.5 In the event the awarded Contractor defaults on its contract or the contract is terminated for cause due to performance, the District reserves the right to re-procure the Services from the next lowest Contractor or from other sources during the remaining term of the terminated/defaulted contract. Under this arrangement, the District shall charge the awarded Contractor any differences between its price and the price to be paid to the next lowest Contractor, as well as any costs associated with the re-solicitation effort which resulted from such default or termination.
- 2.28.6 This solicitation does not commit the District to award a contract or to pay any costs incurred in the preparation of a proposal or to procure a contract for the services. The District reserves the right to accept or reject any or all proposals received as a result of this request or to cancel in part or in its entirety this solicitation if it is deemed to be in the best interest of the District. The District reserves the right to accept any portion of the proposal, or the entire proposal as deemed in the best interest of the District.
- 2.28.7 Variances. 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 proposal fully complies with the specifications and terms and conditions. Notwithstanding the above, it is hereby agreed and understood that the District reserves the right to reject these variations if they individually or, as a whole, do not meet the standards established in the specifications.
- 2.28.8 Sustainability. The District is committed to be a responsible steward of our natural resources and believes that public education should provide leadership in developing an ethic of sustainability in all its practices. In the District we have both Energy Conservation and Waste Management policies and espouse these values, making environmental stewardship and integral part of the physical plant operation.

2.29 Warranties

- 2.29.1 Notwithstanding prior acceptance of Services by the District, the Contractor shall expressly warrant all delivered Services provided, as properly functioning at the start of operations and compliant with the terms of the contract and industry standards thereafter. The warranty period will begin at the time the Services have been formally accepted in writing by the District.
- 2.29.2 During the warranty period, the Contractor shall be responsible and bear all costs to correct any problems, defects and/or deficiencies reported which do not meet the specifications set forth in the contract.

- 2.29.3 The Contractor will correct all defects and/or deficiencies associated with the contract and replace incorrect or defective Services within five (5) business days of written notification from the District to the Contractor. If, within five (5) business days after written notice by the District to the Contractor, the Contractor has not corrected all defects and/or deficiencies, the District may correct all defects and/or deficiencies at the Contractor's expense.
- 2.29.4 Contractor warrants that all Services furnished under the contract shall be merchantable and shall be safe and appropriate for the purpose for which Services of like kind are normally used. If Contractor knows or has reason to know the particular purpose for which the District intends to use the Service, Contractor warrants that such Services shall be fit for that particular purpose. Contractor agrees to promptly replace or correct all defects and/or deficiencies in any Service not conforming to the foregoing warranties, without expense to the District, provided the District elects to allow Contractor the opportunity to do so.
- 2.29.5 Defects and/or deficiencies properly noted in writing to the Contractor before expiration of the warranty period will be fully covered regardless of such expiration.
- 2.29.6 In the case of emergency, repairs and/or replacement may be made without notice being given to the Contractor if determined by the District that delay would cause certain loss or damage. The Contractor shall pay the cost of these emergency repairs and/or replacements. Contractor shall, upon District request, provide proof as to the kind and quality of materials and equipment. Contracted work shall, likewise, be free of defects and in conformance with industry standards. Contractor also warrants that its workers will be sufficiently skilled to produce high quality work, free of faults and defects. Work not conforming to these requirements, including unauthorized substitutions, may be considered defective. Contractor further warrants that the construction processes and methods employed to perform the work shall be suitable for the results required and expected. If the Contractor proposes to use an unproved and untried method, process or product, the District must be advised of the proposal in writing and give approval. The District may permit experimentation but may require special guarantees by the Contractor to cover the experimental work.
- 2.29.7 By acceptance of a contract as a result of this RFP, in addition to the guarantees and warranties provided by law, Contractor expressly guarantees and warrants as follows:
- a. That the articles to be delivered hereunder will be manufactured, sold and/or installed in compliance with the provisions of all applicable Federal, State and Local laws and regulations.

- b. That nothing contained herein shall exclude or affect the operation of any implied warranties otherwise arising in favor of the District.

2.30 Cooperative Purchasing Efforts

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

2.30.2 These organizations include:

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

2.30.3 Members of these organizations, at their discretion, may request use of the contracts or awards that result from this solicitation. Each governmental entity which uses a contract(s) resulting from this solicitation would establish its own contract, issue its own orders, schedule deliveries, be invoiced individually, make its own payments, and issue its own exemption certificates as required by the Contractor. It is understood and agreed that Poudre School District is not a legally binding party to any contractual agreement made between another governmental entity and the 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 **SPECIFIC CONDITIONS**

3.1 The successful Contractor will be required to enter into and sign a formal agreement with the District. The agreement language will control over any language contained within this RFP that conflicts with the signed and fully executed agreement.

- 3.1.1 In the case of conflicts between the RFP and any referenced proposal documents, the more stringent requirements shall govern. In all cases, the Contractor is responsible for notifying the District of the conflict.
- 3.2 The District is committed to be a responsible steward of its natural resources and believes that public education should provide leadership in developing an ethic of sustainability in all its practices. In the District we have both Energy Conservation and Waste Management policies and espouse these values, making environmental stewardship an integral part of the physical plant operation.
- 3.3 During the performance of this agreement, 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 agreement 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 agreement.
- 3.4 If the Contractor experiences a back order of items from its Supplier or Distributor, the Contractor shall ensure that such back orders are filled within a reasonable period of time. The Contractor shall not invoice PSD for back ordered items until items are delivered and accepted by PSD authorized representative. PSD shall determine what constitutes a reasonable period of time and may verbally cancel back orders, seek the items from another Contractor, and charge the Contractor for any re-procurement costs.
- 3.5 Work schedule shall be coordinated between the Contractor and District Project Manager.
- 3.5.1 All work will be performed in accordance with accepted standards for work of a similar nature.
- 3.5.2 Services will be provided as established by Purchase Order.
- 3.6 Inspection of the work shall not relieve the Contractor of any obligation to fulfill the agreement as prescribed. Work not meeting specifications shall be corrected, at Contractor’s expense, and unsuitable work may be rejected, notwithstanding that such work had been previously inspected by the District Project Manager.
- 3.6.1 Receipt of pertinent documentation and final inspection of finished product by the District Project Manager are required prior to release of final payment to the awarded Contractor.
- 3.7 Any measurements referenced may be approximations. Contractors are responsible for obtaining exact measurements – ‘Verify in Field’ (V.I.F).
- 3.8 Upon request, Contractor shall supply a list of employees working on these projects.

- 3.9 Proof of materials cost shall be provided upon request.
- 3.10 The District will provide access to the premises and related facilities during the project work for regular working hours or outside regular working hours and days as requested by the District.
- 3.11 The District will respond in a timely manner to requests by the Contractor in cases where there are ambiguities in the work to be performed or resources to be supplied by the District that are not available.

4.0 CONTRACTOR RESPONSIBILITIES

- 4.1 Contractor shall furnish all labor, materials, and equipment necessary for satisfactory contract performance.
- 4.2 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.
- 4.3 Contractor shall be responsible for all site cleanups, to include trash removal. The buildings and property of the District shall be left in an acceptable as found condition. At completion, the Contractor shall thoroughly clean up all areas where work has been involved as mutually agreed with the District Project Manager.
 - 4.3.1 Contractor shall not use District sanitary facilities, trash receptacles, roll offs, supplies, tools, or equipment. The Contractor shall haul away all debris and trash to an off-site location.
- 4.4 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.
- 4.5 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.
- 4.6 Contractor shall 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.
- 4.7 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 any contractual relation between any subcontractor and the District.

- 4.8 Project estimates, schedules, work activity, other trades not included in the agreement, inspections, and payment requests must be approved by the District Project Manager.
- 4.9 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 the projects within the stated dates could result in termination of the agreement by the District.
- 4.10 Contractor shall visit the project sites prior to commencement of work to verify working area project scope and safety issues.
- 4.11 Contractor shall furnish all required personal safety equipment.
- 4.12 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.
- 4.13 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.
- 4.15 Contractor is responsible for monitoring the BidNet website for any additional requirements, addenda, and award information.
- 4.16 Health Standards. The Contractor shall have and maintain a set of protocols and guidelines to meet evolving health and safety requirements and implement communicable diseases protocols, which shall follow guidance and orders from state and/or local public health officials and shall be no less strict than the District's protocols.
 - 4.16.1 Contractor shall ensure all individuals providing services under this agreement for the Contractor wear appropriate personal protective equipment as designated in this section 1.13, at all times while on District property.
 - 4.16.2 If the District is directed, or the District determines to limit or restrict access to any or all of its facilities or District location due to a public health or safety concern, the District may, at its discretion, temporarily delay or stop Contractor services, with or without prior notice.

5.0 PROJECT SCOPE AND SPECIFICATIONS

The District is seeking proposals from qualified Contractors to design, provide new equipment, and install proposed equipment in the new weight rooms at schools that are under construction: Timnath MSHS and Wellington MSHS This project shall include but is not limited to the following.

- 5.1 Design of weight rooms at both locations proposing quality equipment built for use in a high school weight room environment. Equipment shall be similar in quality to Powerlift, Dynamic, Rogue, and UCS.
- 5.2 Diagrams are provided to reference potential equipment layout in Exhibit B and Exhibit C. Lists of items are provided that coincide with the equipment in those diagrams are provided in Exhibit A.
- 5.3 Contractor shall propose layout and specific equipment for new weight rooms at these locations that work with the existing or planned flooring.
- 5.4 Contractor shall include in proposal their branding capabilities and colors available to match each school's colors / logos.
- 5.5 Contractor shall provide warranty information for each piece of equipment proposed.
- 5.6 The successful Contractor shall provide training to District personnel.
- 5.7 The project start date is yet to be determined. The project completion date is July 1, 2022.

6.0 PERFORMANCE BOND

- 6.1 Colorado State Statues require a Performance Bond on public projects more than \$50,000.00. Contractor is required to post bond, executed by a surety company authorized to do business in the State of Colorado, upon notification of award. Performance Bond will each be equal to 100% of agreement price and must remain in effect until completion of agreement.
- 6.2 The Performance Bond shall be written on AIA A312 Performance Bond Form, as issued by The American Institute of Architects. Date of bond shall coincide with the date of the agreement between the District and Contractor. Substitute form may not be used.

7.0 EVALUATION AND AWARD

- 7.1 Award shall be made to the most 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, adherence to specifications, and previous experience with similar projects.

7.1.1 Proposals that are clearly non-responsive to the stated requirements may be eliminated prior to evaluation.

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

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. The District's receipt of a Certificate of Insurance from the Contractor with limits and or coverages that do not meet the requirements does not waive the requirements and the Contractor shall still be responsible for the limits and coverages stated in this Agreement. Specified coverages and amounts may be provided by a combination of a primary policy plus an umbrella or following form excess policy. All insurance shall be with a carrier licensed in the state of Colorado and shall have a minimum A.M. Best rating of A-VII. 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. Memorandums of Insurance will not be accepted. Certificates of Insurance and all communication regarding insurance shall be sent to:

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

Any insurance and/or self-insurance carried by the District is excess of the coverage extended to the District by 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 8.0 shall not reduce the indemnification liability that Contractor has assumed in section 8.1.

Minimum Limits

- Each Occurrence Bodily Injury & Property Damage \$2,000,000
- General Aggregate \$3,000,000
- Products/Completed Operations Aggregate \$3,000,000
- Personal/Advertising Injury \$2,000,000
- Coverage must be written on an "occurrence" basis.
- Poudre School District R-1 and its elected officials, employees, agents, and volunteers shall be named as an additional insured or covered as an additional insured

by way of a blanket endorsement and shall be insured to the full limits of liability purchased by the Provider even if those limits of liability are in excess of those required by this Agreement.

Commercial Automobile Liability Providing Coverage for Owned, Non-Owned, and Leased or Hired Vehicles

- **Bodily Injury & Property Damage**
Combined Single Limit Minimum \$1,000,000
- If Contractor operates vehicles in performing any services under this Contract, 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.

Workers’ Compensation and Employers’ Liability

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

Minimum Limits

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

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

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9.0 REFERENCES

References are required. List three (3) references for which your company has completed similar services for projects of similar scope. Colorado K-12 public school references are preferred.

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 _____

11.0 PRICE PROPOSAL

Design and Installation \$ _____

Equipment Total \$ _____

Project Grand Total \$ _____

- 11.1 Elaborate on your company’s experience with weight room design and installation.
- 11.2 Provide information regarding your company’s resources to complete the Project within the specified timeframe.
- 11.3 Provide brand & product information for all proposed equipment.
- 11.4 Provide warranty information for all proposed equipment.
- 11.5 Provide the lead time on proposed equipment.
- 11.6 Describe your training process.
- 11.7 **Confirmation of Addenda receipt.** It is the responsibility of the Contractor to confirm all project Addenda have been received.

The modifications to the proposal documents noted in the Addenda issued by the District have been considered and costs are incorporated in the pricing above.

Q&A/Addendum # ____ Dated _____ Signature _____

Q&A/Addendum # ____ Dated _____ Signature _____

Company Name _____

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12.0 PROPOSAL CERTIFICATION FORM

Proposals must be submitted and received in BidNet’s electronic solicitation portal on or before 2:00 p.m. MT on March 25, 2022.

The undersigned hereby affirms that:

- He/she is a duly authorized agent of the company issuing this proposal and that all information provided in the proposal is true and accurate.
- He/she has read the conditions and technical specifications, which were made available to the company in conjunction with this solicitation, and fully understands and accepts these terms unless specific variations have been expressly listed in the proposal.
- The company will adhere to all terms and conditions and provide, at a minimum, all services as expressed in the solicitation and/or the company’s proposal responding to the solicitation.
- The company meets or exceeds all the required criteria as specified by this solicitation, or if not, has submitted a Justification for Consideration addressing any failure to meet the criteria.
- The company’s proposal is being offered independently of any other Contractor and in full compliance with the terms specified in sections 2.0 and 3.0 of the solicitation.
- The company will accept any awards made to it, contingent on agreement negotiation, as a result of this solicitation for a minimum of ninety (90) calendar days following the date and time of the solicitation opening.

Company Name _____

Mailing address _____

Signature of Agent _____

Printed Name _____

Title _____

E-mail address _____

Phone number _____

Contact Person _____

(If different from Agent – include e-mail address and phone number)

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