



# **POUDRE SCHOOL DISTRICT R-1**

## **INVITATION FOR BIDS**

### **TREE PLANTING SERVICES**

**IFB #22-702-001**

#### **BID SCHEDULE**

**IFB Posted to Bidnet**

**November 30, 2021**

**Contractor Questions Due**

**December 7, 2021, 2:00 p.m. MST**

**IFB Closing Date**

**December 14, 2021, 2:00 p.m. MST**

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**INVITATION FOR BIDS  
TREE PLANTING SERVICES  
IFB #22-702-001**

Poudre School District (“the District”) is requesting bids from professional contractors (“Contractor(s)”) for tree planting services as described in this Invitation for Bids (IFB).

A copy of the solicitation 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 December 7, 2021**. 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 December 14, 2021**. 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 December 14, 2021. 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 – [jbabcock@psdschools.org](mailto:jbabcock@psdschools.org)

**INVITATION FOR BIDS  
TREE PLANTING SERVICES  
IFB #22-702-001**

**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 in Fall of 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.

## **1.0 GENERAL TERMS AND CONDITIONS**

- 1.1 This is a solicitation for an offer and is not an offer to contract for goods or services.
- 1.2 Contractor must provide all requested information. Failure to do so may result in rejection of the bid at the option of the District.
- 1.3 Bids must meet or exceed specifications contained in this document.
- 1.4 The District is exempt from city, county, state and federal sales/excise taxes. Tax exempt certificates will be issued upon request.
- 1.5 Submission of a bid is deemed as acceptance of all terms, conditions and specifications contained in the District's solicitation package initially provided to the Contractor. Any proposed modification must be accepted in writing by the District prior to award of the agreement.
- 1.6 Each Contractor (and its employees and representative) agrees to abide by all applicable federal, state and local codes, laws, rules and regulations.
- 1.7 Contact with District personnel regarding this solicitation, other than inquiries to the specific Procurement Agent identified in this document, may be grounds for elimination from the selection process.
- 1.8 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 the 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.
- 1.9 Bids shall contain a manual signature of an authorized representative in the space provided on the Bid Certification Form. Failure to properly sign the form may invalidate same and it may not be considered for award.
- 1.10 The accuracy of the solicitation 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.

- 1.11 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 4.0 of this document.
- 1.12 The successful Contractor is not permitted to transfer any interest in the project whether by assignment or otherwise, without prior written consent of the District's Strategic Sourcing Department.
- 1.13 Contractors are required to submit the name, address, phone number, email address and contact person of at least three (3) K-12 Education resources (Colorado K-12 references are preferred) that have provided the proposed products and services in an educational environment for a minimum of six (6) months.
- 1.14 The District reserves the right to reject any and all bids or any part thereof, to waive any formalities, and further, to award the bid to the responsible Contractor as deemed in the best interest of the District.
- 1.15 There is no expressed or implied obligation for the District to reimburse responding Contractors for any expenses incurred in preparing bids in response to this request.
- 1.16 Bids 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.
- 1.17 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 IFB and/or represented in the Contractor's response. Contractors shall timely provide information to the District in connection with such inquiries and investigations. A Contractor may be asked to give a presentation to the District regarding its bid.
- 1.18 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, an agreement may be negotiated and awarded to that Contractor.
- 1.19 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 an agreement cannot be performed as a result of such action, the agreement may be terminated.

## 1.20 Background Checks

1.20.1 Prior to and as a condition of the provision of any Services under a resulting Agreement, Contractor shall require each person providing such Services to submit to a background check administered by the District at the District's expense. Contractor shall ensure that no person to whom the District objects based on the results of said background check provides any Services under a resulting Agreement. If the District objects to any Contractor based on the results of the background check, the Contractor shall not be allowed to provide services. All information provided and all information received by the District through the Contractor background check and/or other sources, shall be considered and maintained as confidential personnel file information under the Colorado Open Records Act and not subject to disclosure except on a "need to know" basis as authorized by law.

1.21 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.

1.21.1 Contractor shall ensure all individuals providing Services under this agreement for the Contractor wear appropriate personal protective equipment as designated in this section 1.21, at all times while on District property.

1.21.2 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.

1.22 The initial agreement between the District and the Contractor is planned to commence August 1, 2021 and continue in full force and effect through and including July 31, 2022, unless earlier terminated by the District as provided in Section 1.23 below.

1.23 For services provided, and at the option of the District, the agreement may be extended beyond year one for up to four (4) additional one-year terms subject to the parties' negotiation of mutually agreeable addendum for each successive one-year term.

1.24 Notwithstanding any other term or provision of this Solicitation, 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.

1.25 Notwithstanding the planned term of an agreement and/or any extensions thereof as provided in Section 1.22 above, 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.

## 1.26 Independent Contractor

1.26.1 The Contractor shall provide the services as an independent 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.

1.26.2 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.

1.26.3 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.

## 1.27 Certification Regarding a Worker Without Authorization

1.27.1 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).

1.27.2 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 a 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.

#### 1.28 Qualifications of Contractor

1.28.1 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 for this purpose as may be requested.

1.28.2 The District further reserves the right to reject any bid 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 agreement and to complete the work/furnish the item(s) contemplated therein.

#### 1.29 Miscellaneous

1.29.1 Governing Law. An agreement 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.

1.29.2 Equal Opportunity. 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.

- 1.29.3 Appeal of Award. The Contractor 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.
- 1.29.4 In the event the awarded Contractor defaults on its agreement or the agreement 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 agreement. 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.
- 1.29.5 This solicitation does not commit the District to award an agreement or to pay any costs incurred in the preparation of a bid or to procure an agreement for the services. The District reserves the right to accept or reject any or all bids 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 bid or the entire bid as deemed in the best interest of the District.
- 1.29.6 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 bid 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.
- 1.29.7 The District shall not be held responsible for loss due to fire, theft, vandalism, or damage.

## 2.0 SCOPE OF WORK

The work shall consist of replacing or planting new trees on District properties as identified by the District.

- 2.1. Contractor must have a minimum of five years' experience as a landscape contractor.
- 2.2. Trees shall be from a selected list of container or balled and burlapped, 1.75-inch or larger caliper canopy shade trees. Other species or cultivars not on the list will be priced as needed.
- 2.3. Approximately 139 trees are planned to be included in this project, with approximately 150 more trees to finish the project. However, this number may change.

- 2.4. Projects will be assigned in groups of 35 or more trees.
- 2.5. Individual projects shall be completed within three weeks of being assigned.
- 2.6. Contractor will be provided the location and assigned species and/or cultivar to be planted.
- 2.7. Plantings shall occur during the months of March, April, May, September, and October of 2022 as long as temperatures are acceptable for planting.
- 2.8. Specific planting locations will be marked appropriately prior to project assignment.
- 2.9. Planting locations for replacement trees will be either in the same spot as where the original tree was removed, or it may be shifted off of the spot based upon site considerations. The District will remove dead or dying street trees before the Contractor plants. Planting locations at the tree removal site will consist of the area where a tree has been pulled out of the ground or where the stump and surrounding root flare have been completely ground out.
- 2.10. Contractor shall obtain utility locates prior to commencing work at each project site.
- 2.11. Contractor shall provide initial watering at time of planting of approximately 50 gallons.
- 2.12. Contractor shall install appropriate mulch around each tree within three days of planting that shall be 3-4 inches deep and at least three feet wide. Mulch shall not be piled up around trunks. Mulch will be provided by The District and must be picked up at either 2445 LaPorte Ave, Fort Collins, CO, 80521.
- 2.13. Plant material shall be inspected by the District's Representative before planting. Rejected materials must be removed from the site, replaced and the new tree re-inspected before planting. The District reserves the right to reject plant material at any stage of installation and during the 1-year warranty period.
- 2.14. All trees used shall meet the ANSI Z60.1 – 2014 American Standards For Nursery Stock. Trees with disease or insects are not permitted. Trees with wounds or broken branches will be rejected. Trees with co-dominant leaders or poor form will be rejected.
- 2.15. Trees shall be balled and burlapped unless otherwise specified. Broken or loose root balls will be rejected. Balled and burlapped plants shall be nursery grown stock adequately balled with a firm root ball, and in sizes and ratios conforming to the Colorado Nursery Act and in conformance with the ANSI Z60.1 standards. Containerized plant material must conform to the same standard.
- 2.16. Trees to be planted shall have been dug within one year from the time of planting. If stock is not available to meet this specification, then trees stored above ground for less than two years may be acceptable. Stock held above ground 1-2 years will only

be acceptable by special approval and only if quality and condition have not been reduced by extended storage.

- 2.17. Trees shall be protected at all times from injury of any kind. Protect root balls from drying out during storage, transport, and the planting process. When trees are in foliage special care should be taken to prevent crowns from drying out. Cover trees with a protective cloth or tarp when transporting. If trees must be transported at higher speeds (i.e. – the interstate highway), they must be covered with a protective tarp.
- 2.18. Caution must be used to prevent damage to roots, trunks, and branches during all phases of storage, transport and during the planting process.
- 2.19. Planting holes shall be dug two times wider than the tree root ball. Existing soil shall be used for back fill. Trees shall be planted so that the top of the natural ball is about 1 inch above grade. Planting holes shall not be over excavated in terms of depth.
- 2.20. Contractor shall remove the entire wire basket and as much burlap as possible without harming root ball.
- 2.21. Contractor shall remove all labels, bamboo, flagging and twine from around the trunk and branches.
- 2.22. Contractor shall remove excess soil, sod, and any other materials not part of the tree planting.
- 2.23. Extra soil needed to complete planting to specification shall be provided by the Contractor.
- 2.24. Trees that have unstable root systems or loose root balls shall be staked with two round wooden stakes or metal T-posts that are a minimum of 6ft long. Attachments to the trunk shall be by a method approved by the District representative. The District representative must inspect and approve the staking materials prior to the start of this contract. Hose and wire will not be an acceptable method of securing the tree to the stakes. The District is responsible for removing stakes and staking materials. Metal stakes will only be approved if an acceptable protective cap is used to cover the top of the stakes.
- 2.25. Contractor shall provide a warranty for one year after planting. Contractor is not responsible for trees that die from lack of water (after the initial watering, see section 2.11), vandalism or extreme unforeseen circumstances. The District will notify the contractor of trees that need to be replaced. Replacements shall occur within three weeks of notification to be replaced.
- 2.26. At the end of the warranty period, the District representative will inspect trees for satisfactory condition. The District representative will contact the Contractor

concerning replacements. Replacements may take place the following growing season if deemed proper or necessary by the District representative.

- 2.27. If a tree is in marginal condition at the end of the warranty period it may be agreeable to both parties to wait until the end of the growing season before deciding whether to replace that tree. Plant materials that are replaced during the warranty period shall be replaced one time at the Contractor's expense. Cost of subsequent replacements, if required, shall be negotiated with the District representative.
- 2.28. Replacements shall be of the same kind and size as originally specified and shall be installed as described in the contract documents unless changes are approved by the District Representative. Repairs and replacements shall be made at no expense to the District.
- 2.29. The Contractor is responsible for fixing irrigation lines damaged or broken during planting. Repairs must be completed within three work days of damage or notification of damage. It will be the responsibility of the Contractor to notify and coordinate such repairs with adjacent property owners if necessary.
- 2.30. Contractor shall notify the District at least one or two week(s) prior to planting to coordinate potholing needs. Planting shall not occur on Fridays.
- 2.31. Work shall conform to City of Fort Collins traffic control requirements and all other rules and laws of the land.
- 2.32. The District will be responsible for pre-notification of adjacent residents. The Contractor shall be responsive and courteous to all citizens they come in contact with and promptly report any concerns or requested changes to District representative.
- 2.33. Failure of a Contractor to adhere to any of these specifications or requirements shall be grounds to terminate the use of that Contractor, at the option of the District.
- 2.34. Other species and/or additional tree transplanting methods shall be handled on an individual basis. Prices will be negotiated on a per job basis.
- 2.35. The following is a list of approved trees for this project:
  - Ulmus 'Accolade' Accolade Elm
  - Ulmus Davidian 'Choice City' David Elm
  - Celtis occidentalis Hackberry
  - Quercus macrocarpa – Only Bullet Gall resistant and gall-free trees will be approved Bur Oak
  - Quercus buckleyi Texas Red Oak

- Quercus shumardii Shumard Oak
- Gleditsia triacanthos ‘Skyline’ Skyline Honeylocust
- Gleditsia triacanthos ‘Shademaster’ Shademaster Honeylocust
- Catalpa speciosa Northern Catalpa
- Gymnocladus dioicus Kentucky Coffeetree

### **3.0 EVALUATION AND AWARD OF AGREEMENT**

- 3.1 Award shall be made to one or more responsive and responsible Contractor(s) meeting the specifications and deemed to be in the best interest of the District.
- 3.1.1 Those bids that are clearly non-responsive to the stated requirements may be eliminated prior to evaluation.
- 3.2 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.
- 3.3 All changes in bid documents shall be through written addenda and shall be posted to BidNet.
- 3.3.1 Amendments or clarifications to the submitted bids not requested by the District will not be accepted, nor considered in awarding the agreement.
- 3.4 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 District agreement.

### **4.0 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 Certificates to: [risk@psdschools.org](mailto:risk@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.

### **Commercial General Liability**

#### 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 Contractor 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 Contractor 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.

**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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**5.0 BID FORM**

**TREE PLANTING SERVICES  
IFB #22-702-001**

Provide the information requested. Poudre School District reserves the right to reject any or all bids or any parts thereof. This IFB may be awarded to one (1) or more Contractors. Contractor agrees to furnish all labor and materials to complete the execution of the scope described in this IFB and any relating Q&A/addenda. All fees must be included in the table below that could relate to Services.

Fee Description	Fee
Charge for Each Tree Planted	\$
List Any and All Additional Charges Below (If any)	
	\$
	\$
	\$

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 \_\_\_\_\_

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

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

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

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

6.0 **BID CERTIFICATION FORM**

**TREE PLANTING SERVICES**  
**IFB #22-702-001**

**The District will only accept and consider electronically submitted proposals from Contractors, which must be submitted and received in the [www.bidnetdirect.com](http://www.bidnetdirect.com) electronic solicitation portal on or before 2:00 p.m. MST on December 14, 2021.**

The undersigned hereby affirms that:

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

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

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

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

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

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

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

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

Contact Person: \_\_\_\_\_

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

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

**7.0 REFERENCES**

**References are mandatory** – List three (3), non-Poudre School District, K-12 education references, Colorado K-12 references are preferred, for which you have completed similar services for projects of similar scope. The District may contact these references during the evaluation process.

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

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

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