POUDRE SCHOOL DISTRICT R-1

INVITATION FOR BIDS

ECE CLASSROOM RESTROOM ADDITIONS
EYESTONE ELEMENTARY

IFB #23-124-001

BID SCHEDULE

IFB Posted to BidNet	**October 31, 2022**
Optional Site Visit	**November 9, 2022 @ 10:30 a.m. MT**
Questions Due	**November 11, 2022 @ 2:00 p.m. MT**
IFB Closing Date	**November 15, 2022 @ 2:00 p.m. MT**

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INVITATION FOR BIDS
ECE CLASSROOM RESTROOM ADDITIONS
IFB #23-124-001

Poudre School District (the "District") is requesting electronic sealed bids from professional and qualified Contractors to provide all materials and labor to complete the ECE Classroom Restroom Additions at Eyestone Elementary School ("Eyestone") as provided in this Invitation for Bids ("IFB").

The District shall provide copies of this IFB to Contractors through the electronic solicitation platform www.bidnetdirect.com where registered Contractors are required to submit their electronic IFB response along with the first and last name, telephone number and e-mail address of the employee within their organization who will be designated as the District's primary contact with respect to this IFB and the Contractor's response thereto. The District may provide copies of this IFB to other Contractors upon request, who are also requested to provide the first and last name, telephone number and e-mail address of the employee within their organization who will be designated as the District's primary contact with respect to this IFB and their response thereto.

Contractors planning to submit bids are encouraged, but not required, to be represented at a Site Visit on November 9, 2022, at_10:30 a.m. MT. The site visit will begin promptly at 10:30 a.m. MT at the front entrance of Eyestone Elementary School, 4000 Wilson Avenue, Wellington, CO 80549.

Questions regarding this IFB must be in writing and may only be directed to the District via the BidNet platform any time after the issuance of this IFB through and including 2:00 p.m. MT on November 11, 2022. Questions received after the date/time and/or not submitted electronically through the BidNet platform may not be addressed.

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.

Each question submitted, as well as the District's response thereto, shall be provided in a questions and answers document/addendum via www.bidnetdirect.com

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

The District will only accept and consider electronically submitted bids from Contractors, which must be submitted and received in the www.bidnetdirect.com electronic solicitation portal on or before 2:00 p.m. MT on November 15, 2022, at which time the submission portal will close, and no further submissions be allowed or considered.

It is the sole responsibility of the Contractor to see that the bids are submitted through the BidNet portal by the submission deadline.

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 School 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 this 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
jbabcock@psdschools.org

INVITATION FOR BIDS
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IFB #23-124-001

1.0 BACKGROUND

Poudre School 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 (2) 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 combined middle/high schools
- 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 Information and materials submitted in response to this IFB may be considered public records subject to disclosure under the Colorado Open Records Act ("CORA"), C.R.S. §§ 24-72-200.1 to -205.5. Information and materials that Contractor believes are confidential and not subject to disclosure under CORA must be submitted separately with a citation to the section of CORA and any other relevant law under which Contractor believes they are confidential. The District, not Contractor, shall determine whether information and materials so identified will be withheld as confidential, but will inform Contractor in advance of disclosure to give it an opportunity to take legal action to protect its interests vis-à-vis the party making the CORA request.

2.2 This is a solicitation for an offer and is not an offer to contract for goods or services.

2.3 These General Terms and Conditions apply to all offers made to Poudre School District (hereafter referred to as the District) by all prospective Bidders (herein after referred to as Contractor) on behalf of the District Solicitations including, but not limited to, Invitations for Bid, Requests for Quotes, Requests for Qualifications and Requests for Proposals.

2.4 Submission of a Bid is deemed as acceptance of all terms, conditions and specifications contained in the solicitation package provided to the Contractor. Any proposed modification must be accepted in writing by the District prior to award of the Bid.

2.5 Contractor must provide all requested information. Failure to do so may result in rejection of the Bid at the option of the District.

2.6 The School 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: 98-03335.

2.7 It shall be the sole responsibility of the Contractor to ensure their Bid is submitted through the BidNet portal by the opening date/time. Late responses will not be accepted.

2.8 There is no expressed or implied obligation for the District to reimburse Contractors for any expenses incurred in preparing Bids in response to this Bid solicitation.

2.9 Bids must meet or exceed specifications contained in the Bid document.

2.10 All chemicals, equipment and materials proposed and/or used by Contractor in satisfaction of the terms of this solicitation shall conform to the standards required by the U.S. Department of Labor Occupational Safety and Health Administration (OSHA). Material safety data sheets (MSDS) shall accompany each shipment, when applicable.

2.11 The awarded Contractor shall be held entirely responsible for any and all damage to District property, accidents or injuries to employees and the public by reason of work contracted under terms of this IFB. The Contractor shall be required to take safety precautions in an effort to protect persons and District property. Each Contractor (and its employees, representatives and subcontractors) agrees to abide by all applicable Federal, State and Local codes, laws, rules and regulations, and OSHA. The awarded Contractor shall also furnish all supplies, which conform to all applicable safety codes and regulations. Any fines levied by the above-mentioned authorities because of inadequacies to comply with these requirements shall be borne solely by the Contractor. Barricades shall be provided by the Contractor when work is performed in areas traversed by persons or when deemed necessary by the District's Project Manager.

2.12 The Contractor, by affixing his signature to this Bid, certifies that his Bid is made without previous understanding, agreement, or connection either with any persons, firms or corporations offering a Bid for the same items or with the District. The Contractor also certifies that his Bid is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action.

2.13 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 contract 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 contract cannot be performed as a result of such action, the contract may be terminated.

2.15 Contractor shall provide any and all services covered by a District purchase order or Agreement, as an independent contractor of the District, and the persons performing such services shall not be considered employees of the District. Contractor shall be exclusively responsible for: (a) all compensation, employment tax withholdings and payments, and all fringe benefits for its employees in full compliance with all applicable federal, state and local laws; (b) all insurance coverage's and benefits for its employees in full compliance with all applicable federal, state and local laws, including but not limited to pension or retirement benefits, works' compensation, unemployment compensation, and Social Security benefits; and (c) all payments to its contractors and subcontractors for goods and/or services directly or indirectly related to the solicitation.

2.16 Contractor warrants that all goods and/or services furnished as a result of this solicitation shall conform to District specifications and to industry standards and shall be free from defects in material and workmanship. Contractor warrants that all goods and/or services furnished as a result of this solicitation shall be merchantable and shall be safe and appropriate for the purpose for which goods and/or services of like kind are normally used. If Contractor knows or has reason to know the particular purpose for which the District intends to use the goods and/or services, Contractor warrants that such goods and/or services shall be fit for that particular purpose. Contractor warrants that all goods furnished as a result of this solicitation shall be new unless otherwise specified by the District, and that the title conveyed regarding such goods shall be good and its transfer rightful. Contractor agrees to promptly replace or correct defects in any goods or services not conforming to the foregoing opportunity to do so. In the event of Contractor's failure to promptly replace or correct defects in nonconforming goods and services or make such corrections and charge Contractor its costs incurred therefor.

2.17 Contractor agrees to furnish the services covered as a result of 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 F.O.B. destination with all transportation and handling charges paid by the awarded Contractor. The District's acceptance of any offer is made in reliance on Contractor's promised delivery date and/or installation of service performance time, as material and basic to the acceptance. If Contractor fails to delivery as and when promised, the District may, without liability and in addition to its other rights and remedies at law or in equity, cancel the order by notice effective when received by Contractor as to goods not yet delivered and services not yet rendered, and purchase substitute goods or service elsewhere and charge Contractor with any loss incurred.

2.19 The Contractor shall indemnify and hold harmless the District, its elected officials, employees, and agents against any and all claims, damages, loss, liability and court awards (including costs, expenses and attorney fees) incurred as a result of any act or omission by Contractor, its employees, agents, subcontractors or assignees arising out of or in connection with the Invitation for Bid. In the event any goods sold or delivered as a result of this Invitation for Bid are covered by any patent, copyright or trademark, or application therefor, Contractor shall indemnify and hold harmless the District, its elected officials, employees and agents from any and all claims, damages, loss, liability and court awards (including costs, expenses and attorney fees) incurred as a result of any claims, legal actions or judgments based on the actual or alleged manufacture, sales or use of such goods in violation, infringement or the like or rights under such patent, copyright or trademark, or applications therefor.

2.20 The Contractor shall not assign an agreement, as a result of this solicitation, or any of its rights, interests or obligations without the prior written consent of the District. The

consent may be withheld for any reason, or no reason as determined by the District in its sole discretion.

2.21 The successful Contractor will agree to not refuse to hire, discharge, promote, demote, or to otherwise discriminate in matters of compensation against any person otherwise qualified solely because of race, creed, sex, national origin, ancestry or physical handicap.

2.22 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 invalidate same and it may not be considered for award.

2.24 Where there appears to be variances or conflicts between the General Terms and Conditions and the Special Conditions outlined in this Bid Solicitation, the Special Conditions shall prevail.

2.25 The District shall issue a written Addendum if substantial changes, which impact the technical submission of Bids, are required. A copy of such addenda will be distributed via the BidNet portal. In the event of conflict with the original contract documents, addenda shall govern all other contract 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 Contractor with their Bid. If the Contractor fails to supply any required information or documents, his Bid may be considered non-responsive and ineligible for award.

2.27 The accuracy of the Bid is the sole responsibility of the Contractor. No changes in the Bid shall be allowed after the submission deadline, except when the Contractor can show clear and convincing evidence that an unintentional factual mistake was made, including the nature of the mistake and the price actually intended.

2.28 The apparent silence or omissions within this Bid 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 The use of the name of a manufacturer, brand, make or catalog designation in specifying an item does not restrict Contractors to the manufacturer, brand, make or catalog designation identification. It is the intention of the District only to establish a grade or quality and/or performance equivalence of the item desired and is not intended to rule out other brands or makes of equality. Where a product description is

a manufacturer's name followed by "*or approved equal*," the Contractor may submit a proposed equivalent product by other manufacturers for review. The item on which bids are submitted must be of such character, quality and/or performance equivalence that it will serve as that specified. In submitting bids on an item other than as specified, Contractor shall furnish complete data and identification with respect to the alternate item it proposes to furnish. Consideration will be given to bids submitted on alternate items to the extent that such action is deemed to serve the best interests of the District. The burden of proof as to the comparative quality and suitability of alternative products shall be on the Contractor. If the Contractor does not indicate that the item it proposes to furnish is other than specified, it will be construed to mean that the Contractor shall furnish the exact item described. The District evaluation committee shall be the sole judge as to the comparative quality and suitability of alternative products and its decision shall be final.

2.30 The District shall be the sole judge in determining "equals" in regard to quality, price and performance.

2.31 Contractors may offer a cash discount for prompt payment; however, such discounts shall not be considered in determining the lowest net cost for the Bid evaluation purposes.

2.32 A purchase order resulting from this solicitation shall be governed by and construed in accordance with the laws of the State of Colorado.

2.33 Payment for the goods and/or services furnished by the Contractor shall not constitute acceptance thereof. The District shall have the right to inspect such goods and the products of such services, and to reject any or all of which are in the District's judgment defective or nonconforming. In addition to the District's other rights, goods rejected, and goods supplied in excess of quantities specified in a purchase order, may be returned to the Contractor at the Contractor's expense. The District may charge Contractor all expenses of unpacking, examining, repacking and reshipping such goods. In the event the District receives goods whose defects or nonconformity is not apparent upon examination, the District may require replacement and/or payment of damages upon discovery of the defects or nonconformity. Nothing contained herein shall relieve, in any way, Contractor from the obligation of testing, inspection, and quality control.

2.34 The District may, at its sole and absolute discretion:

2.34.1 Reject any and all or parts of any or all Bids submitted by prospective Contractors;

2.34.2 Re-advertise this solicitation;

2.34.3 Postpone or cancel the Bid process for this solicitation;

2.34.4 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

2.34.5 Determine the criteria and process whereby Bids are evaluated and awarded.

2.35 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.

3.0 SPECIFIC CONDITIONS

3.1 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.

3.2 All changes in Bid Documents shall be through written addendum or Q&A results posted on BidNet.

3.3 For services requiring Contractor's presence on District Property, the successful Contractor must provide proof of insurance that meets the insurance requirements stated in Section 9.0 of this Bid document. Contractor must maintain required insurance during the term of the contract.

3.4 During the performance of this contract, the Contractor agrees to provide a "drug-free workplace." For the purposes of this section, a "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to the contractor. The Contractor's employees are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance during the performance of this Contract.

3.5 Where there appears to be variances or conflicts between the information outlined in this IFB and/or the referenced drawings, diagrams and specifications (if applicable), the more stringent requirement shall prevail. In all cases, the Contractor is responsible for notifying the District of the variance or conflict.

3.6 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 the District for back ordered items until items are delivered and accepted by an authorized District representative. The District 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.

3.7 The District will provide access to the premises and related facilities during the project for regular working hours or outside regular working hours and days as requested by the District.

3.8 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'S RESPONSIBILITIES

4.1 Contractor shall furnish all labor, materials and equipment, necessary for satisfactory Contract performance. A sample contract is provided as Exhibit A.

4.2 Upon request, proof shall be available that the Contractor possesses adequate and sufficient equipment and resources to perform quality service and to commence work once the contract has been fully executed.

4.3 Contractor shall be responsible for all site cleanups, including trash and debris. District dumpsters are not to be used. The buildings and property of the District shall be left in an acceptable, as found condition. The Contractor shall remove all unusable materials and debris from the District premises. At completion, the Contractor shall thoroughly clean up all areas where work has been involved as mutually agreed with the District's Project Manager.

4.4 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. Any costs associated with disposal of above stated materials shall be at the expense of the Contractor.

4.5 All work shall be performed in full compliance with all applicable EPA, OSHA, DOT and State regulations.

4.6 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.

4.7 The District will have the State building/ Wellington Fire Protection District permits. Contractor will be responsible for an and all State (DORA) permits.

4.8 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. Noting contained in the contract or any subcontract shall create any contractual relation between any subcontractor and the District.

4.9 Project estimates, schedules, work activity, other trades not included in the Contract, inspections, and payment requests must be approved by the District Project Manager.

4.10 Upon issuance of a purchase order, the Contractor shall adhere to the specified start and completion timeline stated on the purchase order and/or executed agreement. Failure to complete project within the stated dates could result in termination of the contract by the District.

4.11 Contractor shall visit the project site prior to commencement of work to verify working area project scope and potential safety issues.

4.12 Contractor shall furnish all required personal safety equipment.

4.13 Contractor will be responsible for providing a clean and safe environment surrounding the work area at all times, including, if necessary, fencing of equipment, storage and work area. Proper dust mitigation of areas within the scope and dust prevention for areas adjacent to all work areas is required. The buildings and property of the District shall be left in an acceptable as found condition.

4.14 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.

4.14.1 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.

4.14.2 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 intends to add Early Childhood Education ("ECE") restrooms to designated classrooms at Eyestone as part of a campus conversion project. Drawings (Exhibit B) are provided along with this IFB. The contractor's team will work closely with the District Project Coordinator to achieve

the desired outcome. The following is included in the scope of this project and shall be included in pricing submitted in the Bid Form (Section 12.0).

5.1 Construction services as described in the permitted drawings (Exhibit B).

5.2 Contractors proposing equal products will need to submit complete product information including but not limited to manufacture data/specification sheets and warranty information of the proposed product(s) with their bid submission through the BidNet portal. The District shall be the sole judge in determining "equals" regarding quality, price, and performance.

5.3 Work may begin June 1, 2023 and must be completed by August 1, 2023 as coordinated between the District and awarded Contractor. There is no early finish incentive offered to the Contractor.

5.4 Contractor agrees to coordinate efforts with the District Project Manager and other contractors for efficient total project completion.

5.5 Contractor shall not use District sanitary facilities, trash receptacles, roll offs, supplies, tools, or equipment. The Contractor shall haul away all debris.

5.6 Any measurements shown in diagrams are approximations. Contractors are responsible for obtaining exact measurements – 'Verify in Field' (V.I.F).

5.7 Upon request, Contractor shall supply a list of employees working on this project.

5.8 After hours or weekend work may be necessary to complete the project (no additional cost to the District).

5.9 Services will be provided as established by Purchase Order. All work will be performed in accordance with accepted standards for work of a similar nature.

6.0 EVALUATION AND AWARD OF CONTRACT

6.1 This IFB may be awarded to one (1) Contractor, meeting the specifications and deemed to be in the best interests of the District. Final evaluation may be based on, but not limited to, any or all of the following: price, adherence to specifications, previous experience with similar projects, reference checks and delivery timeline. Those that are clearly non-responsive to the stated requirements may be eliminated prior to this evaluation.

6.2 Amendments or clarifications to the submitted Bids not requested by the District will not be accepted, nor considered following the opening of the Bid.

6.3 The successful Contractor(s) will be required to enter into and sign a formal Contract with the District. The Contract language will control over any language contained within this IFB that conflicts with the signed and fully executed Contract. If the

Contractor has concerns with the language contained within the proposed Contract, those shall be identified in the Contractor's response.

6.3.1 In the case of conflicts between the IFB and any referenced bid documents, the more stringent requirements shall govern. In all cases, the Contractor is responsible for notifying the District of the conflict.

6.4 Alternate Bids, approved equals and/or Bids based on group or total awards may be considered. The District reserves the right to make the final determination of actual equivalency or suitability of such Bids with respect to requirements.

7.0 PERFORMANCE AND PAYMENT BOND

7.1 Colorado State Statues require a Performance Bond and a Payment Bond on public projects **more than $50,000.00**. Contractor is required to post bonds, executed by a surety company authorized to do business in the State of Colorado, upon notification of Bid award. Performance and Payment bonds will each be equal to 100% of contract price and must remain in effect until completion of contract.

7.2 Both the Performance Bond and the Payment Bond shall be written on AIA A312 Performance Bond and AIA A312 Payment Bond Forms, as issued by The American Institute of Architects. Dates of bonds shall coincide with the date of the Contract between the District and Contractor. Substitute forms may not be used.

8.0 WARRANTIES

8.1 The Contractor warrants that all parts, material, components, equipment and other items used to perform the work shall be new and suitable for the purpose used and will be of good quality, free from faults and defects and all Work will be free of defects and in conformance with the Contract Documents. The Contractor also warrants that its workers will be sufficiently skilled to produce the highest quality of work, which is free from faults and defects. Work not so conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. The Contractor further warrants that the construction processes and methods employed to perform the work shall be suitable for the results required.

8.2 The Contractor shall promptly repair, replace, or otherwise correct any of its workmanship and any parts, materials, components, equipment or other items in the work which contain faults or defects, whether such failures are observed ty the District, Consultant, or Contractor before or after Final Completion. The Contractor shall bear all costs of correcting such work covered by the warranties.

8.3 The Contractor shall further warrant that all work shall be free of defects of material and workmanship for a period of **one (1) years minimum and/or as required in the Bid Documents**. The Contractor agrees it will, at its own expense, repair and replace all such defective work and all other work damaged thereby which become defective during the term of the Guarantee Warranty. Whenever guarantees or warranties are

required by the specifications for a longer period than the one (1) year warranty, such period shall govern. The District shall have the full benefit of longer warranties provided by the Contractor/Manufacturer.

8.4 Upon discovery of any warranty defect, the District shall give written notice to the Contractor and state the time frame in which the repairs shall be made.

8.5 The Contractor, at its own expense, shall repair or replace any damages to equipment, facilities, or other personal or real property owned by the District which is damaged as a result of any such fault or defect, at no cost to the District.

8.6 Inspection of the work shall not relieve the Contractor of any obligation to fulfill the Contract as prescribed. Work not meeting specifications shall be corrected, at Contractor's expense, and unsuitable work may be rejected, notwithstanding that such work has been previously inspected by the District Project Manager. 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 Contractor awardee.

9.0 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 Risk Management Department 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 addressed to:

Poudre School District
Attention: Risk Management
2407 Laporte Ave
Ft. Collins, CO 80521
Please Email Certificates 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 9.0 shall not reduce the indemnification liability that Contractor has assumed in section 9.1.

Commercial General Liability

Minimum Limits

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

g. The policy shall provide for Bodily Injury and Property Damage, Premises and Operations, Products/Completed Operations, Personal/Advertising Injury and liability assumed under an Insured Contract (including defense costs).
h. 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.
i. The policy shall cover the Contractor's completed operations and that coverage shall be kept in place for up to the statute of repose.

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

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

Minimum Limits

a. Per Loss	$5,000,000
b. Products/Completed Operations Aggregate	$5,000,000

c. The policy shall provide for protection against claims for third-party bodily injury, property damage, or environmental damage caused by pollution conditions resulting from the Contractor's contracting activities for which the Contractor is legally liable.
d. The policy shall provide for cleanup costs when mandated by governmental entities, when required by law, or as a result of third-party claims.
e. 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.
f. Contractor warrants that any retroactive date under the policy shall precede the effective date of this Agreement; and that either continuous coverage will be maintained, or an extended discovery period will be exercised for a period of three (3) years beginning at the time work under this Agreement is completed.

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

a. Bodily Injury & Property Damage
Combined Single Limit Minimum $1,000,000
b. 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.

9.1 Indemnification

The 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, third party claims, grievance, or proceeding, including all attorneys' fees, costs and expenses, incurred as a result of any negligent or intentional act or omission by Contractor, or its employees, agents, Subcontractors, or assignees related to the terms of this Agreement and any Services provided under this Agreement. Nothing in this section 14.6 or otherwise in this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions, of the Colorado Constitution or the Colorado Governmental Immunity Act, CRS §24-10-101 et seq., as amended.

10.0 REFERENCES

References – 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, if available.

10.1 Company Name _____

Address _____

Contact Person _____

Telephone _____

Email _____

Describe type of work/service performed or items supplied _____

_____

10.2 Company Name _____

Address _____

Contact Person _____

Telephone _____

Email _____

Describe type of work/service performed or items supplied _____

_____

10.3 Company Name _____

Address _____

Contact Person _____

Telephone _____

Email _____

Describe type of work/service performed or items supplied _____

_____

11.0 BID CERTIFICATION FORM

The District will only accept and consider electronically submitted proposals from Contractors, which must be submitted and received in the www.bidnetdirect.com electronic solicitation portal on or before November 15, 2022 at 2:00 p.m. MT.

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, including the insurance requirements, 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 requested in the Bid submitted by the Contractor. Requested variations will be reviewed by the District and approved on a case-by-case basis if deemed appropriate.
- 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: _____

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.

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) Contractor. Contractor agrees to furnish all labor and materials to complete the execution of the scope described in the Bid Documents and any relating Q&A/addenda.

Base Bid Lump Sum – ECE Classroom Restroom Additions

_____Dollars($_____)

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: _____

Phone: _____

Date: _____