



POUDRE SCHOOL DISTRICT R-1

REQUEST FOR PROPOSALS

ON-CALL ARCHITECTURAL - ENGINEERING SERVICES

RFP 23-700-001

PROPOSAL SCHEDULE

RFP Posted to BidNet

November 18, 2022

Questions due in BidNet

November 30, 2022, 2:00 p.m. MT

RFP Closing Date

December 7, 2022, 2:00 p.m. MT

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**REQUEST FOR PROPOSALS
ON-CALL ARCHITECTURAL - ENGINEERING SERVICES
RFP 23-700-001**

Poudre School District (the “District”) is requesting electronic proposals from professional and qualified architectural firms, engineering firms, and specialty design firms (“Service Provider”) to provide design services on an as needed basis (“on-call”) for various school district related projects that may be needed over the coming years.

The District shall provide copies of this Request for Proposal (“RFP”) to Service Providers through the electronic solicitation platform www.bidnetdirect.com where registered Service Providers are required to submit their electronic RFP 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 RFP and their Service Provider’s response thereto. The District may provide copies of this RFP to other Service Providers 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 RFP and their response thereto.

Questions regarding this RFP must be in writing and shall only be directed to the District via the BidNet platform any time after the issuance of this RFP through and including 2:00 p.m. MT on November 30, 2022. Questions received after the 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 a questions and answers document via www.bidnetdirect.com. Note: Every question must be submitted individually. Multiple questions per entry will not be answered.

The District will only accept and consider electronically submitted proposals from Service Providers, which must be submitted and received in the www.bidnetdirect.com electronic solicitation portal on or before 2:00 p.m. MT on December 7, 2022, at which time the submission portal will close, and no further submissions be allowed or considered.

It is the sole responsibility of the Service Provider to see that the proposals 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

**REQUEST FOR PROPOSALS
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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 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.

1.0 GENERAL CONDITIONS

- 1.1 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 Service Provider 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 Service Provider believes they are confidential. The District, not Service Provider, shall determine whether information and materials so identified will be withheld as confidential, but will inform Service Provider 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.
- 1.2 This is a solicitation for an offer and is not an offer to contract for goods or services.
- 1.3 Service Provider must provide all requested information. Failure to do so may result in rejection of the proposal at the option of the District.
- 1.4 Proposals must meet or exceed specifications contained in this document.
- 1.5 The District is exempt from city, county, state, and federal sales/excise taxes. Tax exempt certificates will be issued upon request.
- 1.6 Submission of a proposal is deemed as acceptance of all terms, conditions and specifications contained in the District's solicitation package initially provided to the Service Provider. Any proposed modification must be accepted in writing by the District prior to award of the contract.
- 1.7 Each Service Provider, its employees, representatives, and subcontractors, agrees to abide by all applicable federal, state, and local codes, laws, rules and regulations.
- 1.8 The successful Service Provider shall furnish all supplies, which conform to all applicable safety codes and regulations.
- 1.9 Contact with District personnel regarding this RFP, other than inquiries to the specific Procurement Agent identified in this document, may be grounds for elimination from the selection process.
- 1.10 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.
- 1.11 The accuracy of the solicitation is the sole responsibility of the Service Provider. No changes in the proposal shall be allowed after the submission deadline, except when the Service Provider can show clear and convincing evidence that an unintentional factual mistake was made, including the nature of the mistake.

- 1.12 For services requiring Service Provider's presence on District property and the project site(s), the Service Provider must provide proof of insurance that meets the insurance requirements stated in Section 6.0 of this document.
- 1.13 **Health and Safety Standards.** The Service Provider shall have and maintain a set of protocols and guidelines to meet evolving health and safety requirements and implement any applicable communicable disease protocols, which must follow guidance and orders from state and/or local public health officials and be no less strict than the District's protocols.
- 1.13.1 Service Provider shall ensure all individuals providing Services under this agreement for the Service Provider wear appropriate personal protective equipment as designated in this section 1.13, at all times while on District property.
- 1.13.2 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 Service Provider's services, with or without prior notice.
- 1.14 The successful Service Provider 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.
- 1.15 Service Providers are required to complete the Reference Form included in this solicitation as described.
- 1.16 Service Provider 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 Service Provider 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 Service Provider 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 Service Provider. Nothing contained in the contract, or any subcontract shall create any contractual relation between any subcontractor and the District.
- 1.17 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 Service Provider as deemed in the best interest of the District.
- 1.18 There is no expressed or implied obligation for the District to reimburse responding Service Providers for any expenses incurred in preparing proposals in response to this request.

- 1.19 Responses to this solicitation will be independently evaluated by an evaluation committee to be established for such purpose.
- 1.20 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, Service Provider are encouraged to check the BidNet website to ensure additional requirements are incorporated into its submissions.
- 1.21 The District reserves the right to negotiate further with one or more Service Providers 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 Service Provider to provide the services called for under the RFP and/or represented in the Service Provider's response. Service Providers shall timely provide information to the District in connection with such inquiries and investigations. Service Providers may be asked to give presentations to the District regarding their proposals.
- 1.22 Should the District determine, in its sole discretion, that only one Service Provider is fully qualified or that one Service Provider is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that Service Provider.
- 1.23 **Individuals Providing Services for Service Provider Under this Agreement.** The Service Provider shall not utilize any laborer or employee who has been convicted of a violent crime or a crime of such nature (e.g., child related offenses) as to categorize the person as being unsuitable for working around school children or has engaged in such conduct as to be similarly categorized. In the event the District has reasonable grounds to believe that any individual assigned to perform work under this Agreement has a criminal record, is a registered sex offender, has exhibited violent behavior or is under the influence of alcohol or an illegal substance, including marijuana, while performing the Services or based upon other information the District deems reliable, the District may exclude such individual from any District property or impose reasonable conditions upon such individual's presence at any District Location unless the Service Provider submits a copy of a completed security/background check on the employee. In the judgement of the District, if the Services cannot be performed as a result of such action, the Agreement may be terminated in accordance with section 1.3 of this Agreement. Removal of a specific person(s) will not relieve the Service Provider from timely performance of work completion and will not be considered grounds for a request for additional funds or time extension to complete the Services.
- 1.23.1 The Service Provider, its laborers and employees shall not fraternize or otherwise communicate with any District students except in cases of safety and like necessities.

- 1.24 The District intends for the contract to commence upon complete execution of a successfully negotiated agreement and continue in full force and effect through and including June 30, 2024, unless earlier terminated by the District as provided in Section 1.27 below. The final award and contract start date is contingent upon a successfully negotiated and fully executed contract between the District and the recommended Service Provider. The intended date is provided for planning purposes only.
- 1.25 For services provided, and at the option of the District, the agreement may be extended beyond the first term for up to four (4) additional one-year terms, subject to the parties' negotiation of mutually agreed upon amendments to the Agreement for each one (1) year term. Pricing will remain fixed and firm for the initial term and all extensions of the agreement.
- 1.26 Fees for services shall remain fixed through the term of the agreement. Service Provider's request to increase fees must be submitted in writing and received no later than sixty (60) days prior to the termination date of the agreement, as outlined in section 1.24. The District reserves the right to approve or reject any requests to increase service fees.
- 1.27 Notwithstanding any other term or provision of this Request for Proposal, 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.
- 1.28 Notwithstanding the provisions in this solicitation, either party may terminate this Agreement at any time in that party's sole discretion for any reason, with or without cause, by providing the other party with thirty (30) days' advance written notice. In the event of such termination: (a) the District shall pay Service Provider for all Services performed under and in accordance with this Agreement up to the date of termination; and (b) Service Provider shall reimburse the District for all payments made in excess of Services performed up to the date of termination.

1.29 Independent Contractor

- 1.29.1 The Service Provider shall provide the services as an independent contractor of the District. As such, the Service Provider 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.
- 1.29.2 The Service Provider 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 suppliers and subcontractors for goods and/or services directly or indirectly related to this solicitation.

1.29.3 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 Service Provider and the District. The future Service Provider 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 Service Provider and shall not represent itself to be a partner, agent or representative of the Service Provider.

1.30 Qualifications of Service Provider

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

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

1.31 Miscellaneous

1.31.1 Once the evaluation is complete and the Intent to Award has been issued to the recommended Service Provider, the recommended Service Provider will work with the District's Contract Administrator to successfully negotiate an agreement.

1.31.2 **Governing Law and Venue.** All issues regarding the formation, performance and/or legal enforcement of the Contract shall be governed by and construed in accordance with the laws of the State of Colorado. Venue for the resolution of any disputes arising out of or relating to the Contract shall be in Larimer County, Colorado.

1.31.3 **Equal Opportunity.** It is agreed that no otherwise qualified Service Provider 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.

- 1.31.4 Appeal of Award. The Service Provider may appeal the award by submitting, in writing, a request for re-consideration to the District's Executive Director of Finance within seventy-two (72) hours after the receipt of the notice of award.
- 1.31.5 In the event the awarded Service Provider 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 Service Provider or from other sources during the remaining term of the terminated/defaulted contract. Under this arrangement, the District shall charge the awarded Service Provider any differences between its price and the price to be paid to the next lowest Service Provider, as well as, any costs associated with the re-solicitation effort which resulted from such default or termination.
- 1.31.6 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.
- 1.31.7 For the purposes of solicitation evaluation, Service Provider must indicate any variances to the specifications and terms and conditions, no matter how slight. If variations are not stated in the Service Provider'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. Modifications to this RFP document and/or exhibit will not be considered valid and may be cause for disqualification. Award of this solicitation does not constitute the District's acceptance of the Service Provider's proposed variations.
- 1.31.8 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.

1.32 Cooperative Purchasing Efforts

- 1.32.1 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.

1.32.2 These organizations include:

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

1.32.2.2 Multiple Assembly of Procurement Officials (MAPO) - A cooperative purchasing organization comprised of procurement representatives from state, county, municipal, governments, special districts or school districts along the front range of the Rocky Mountains in Colorado.

1.32.2.3 Rocky Mountain Governmental Purchasing Association (RMGPA) - A chapter member of the National Institute of Governmental Purchasing (NIGP), consisting of public procurement professionals and their representative agencies which include approximately 100 state, county, and municipal governments; school districts and higher education; and other special districts.

1.32.3 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 Service Provider. 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 Service Provider 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.

2.0 SCOPE OF WORK AND REQUIREMENTS

The services under this RFP include but are not limited to full or specialized architectural design services, engineering design services, or other specialty design services applicable to school district facilities for projects of varying size and scope. Specific projects to be completed have not been fully identified.

2.1 Minimum qualification requirements

As set forth in more detail below, the District will only consider proposals from Service Providers that meet the following qualification criteria:

- 2.1.1 Principal Architect or Engineer of record must be registered and licensed in the State of Colorado.
- 2.1.2 Service Provider must have an established office within 150 miles of Fort Collins, Colorado at the time of RFP response submission.
- 2.1.3 Service Provider must demonstrate completion of various sizes and scopes within the last five (5) years that are similar to typical projects completed by school districts.
- 2.2 The scope of work for various projects may include:
 - 2.2.1 Architectural designs
 - 2.2.2 CAD services
 - 2.2.3 Plumbing, mechanical, and electrical designs
 - 2.2.4 Construction documents
 - 2.2.5 Engineering services
 - 2.2.6 Feasibility studies
 - 2.2.7 Pre-design services
 - 2.2.8 Pre-bidding services
 - 2.2.9 Pre-construction services
 - 2.2.10 Project management services
 - 2.2.11 Contract administration assistance
 - 2.2.12 Commissioning, closeout, and warranty services
- 2.3 Upon notification of project, Service Provider shall respond to the District representative with project acceptance or denial within two business days.
- 2.4 Upon project acceptance, Service provider shall provide a project overview and estimated cost to the District within seven business days.
- 2.5 Costs for each project shall be based on the Exhibit B - Fee Schedule provided with response and shall include all supplies and services required for the project.
- 2.6 Upon District approval of the project overview and costs, work shall begin as determined by the District.
- 2.7 Service provider shall submit fees and hourly rates in Exhibit B with proposals.

- 2.7.1 Space has been provided to include any other possible fees that could apply to future projects. Add more if necessary.
- 2.8 Fees and hourly rates provided in the response shall include everything needed to provide services including but not limited to labor, equipment, travel, deliverables, and other costs associated.

3.0 SUBMITTAL REQUIREMENTS

As set forth in more detail below, the District is requiring the following information from all Service Providers as part of their response:

- 3.1 Letter addressing the considerations below
 - 3.1.1 Completed Architect's Qualification Statement - AIA Document B305 – 1993 or successor form. (Exhibit A)
 - 3.1.2 Service Provider's summary of previous work for the District.
 - 3.1.3 Service Provider's experience on projects of similar type and size within the last five (5) years.
 - 3.1.4 Whether the Service Provider or any of its principals has ever declared bankruptcy under their current names or former names.
 - 3.1.5 Whether the Service Provider or any of its principals has ever made an assignment for the benefit of creditors.
 - 3.1.6 Whether there are any unsatisfied judgements or liens against the Service Provider or any of its principals.
- 3.2 Description of the proposed Project team and approach for typical project
 - 3.2.1 Qualifications of proposed key team members
 - 3.2.2 Project approach which shall include description of processes pertaining to:
 - 3.2.2.1 Budget and Cost Control
 - 3.2.2.2 Quality Control
 - 3.2.2.3 Schedule Management
- 3.3 Statement of the Service Provider's capabilities.
 - 3.3.1 Current and projected workload.
- 3.4 Proposed Fee Schedule
 - 3.4.1 Submittals must include a complete Proposed Fee Schedule & Hourly Rates as provided in Exhibit B.

- 3.4.2 Fee Proposal Schedule shall include the following potential consultant fees:
 - 3.4.2.1 Architectural Fee
 - 3.4.2.2 Structural
 - 3.4.2.3 Mechanical
 - 3.4.2.4 Electrical
- 3.4.3 Identify any additional potential consultants included in fee proposal not specified above.
- 3.4.4 Identify hourly rates for the following:
 - 3.4.4.1 Principal
 - 3.4.4.2 Project Manager
 - 3.4.4.3 Project Architect
 - 3.4.4.4 CAD Technician
 - 3.4.4.5 Interior Designer
 - 3.4.4.6 Clerical

4.0 **EVALUATION AND AWARD OF CONTRACT**

- 4.1 The District intends to award a contract to at least one (1) Service Provider for this service; the District reserves the right to award services to multiple Service Providers if deemed in the best interest of the District. The District also reserves the right to utilize other services in conjunction with the awarded Service Provider(s) program if deemed in the best interest of the District. Those proposals that are clearly non-responsive to the stated requirements may be eliminated prior to evaluation.
- 4.2 The following criteria will be considered by the evaluation committee when reviewing proposals. The order of the criteria noted below does not indicate order of importance.
 - 4.2.1 Experience on projects of similar type and size.
 - 4.2.2 Proposed team and approach.
 - 4.2.3 Service Provider's capabilities and capacity.
 - 4.2.4 Fees and rates.

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5.0 **REFERENCE FORM**

ON-CALL ARCHITECTURAL - ENGINEERING SERVICES
RFP 23-700-001

References are mandatory – List three (3), non-Poudre School District, K-12 education market references, for which your company has completed similar services for projects of similar scope. The District may contact these references during the evaluation process. **Client reference letters shall be included in addition to the reference information listed below.**

5.1 Company Name _____
Address _____
Contact Person _____
Telephone _____
Email _____
Describe type of work/service performed or items supplied _____

5.2 Company Name _____
Address _____
Contact Person _____
Telephone _____
Email _____
Describe type of work/service performed or items supplied _____

5.3 Company Name _____
Address _____
Contact Person _____
Telephone _____
Email _____
Describe type of work/service performed or items supplied _____

6.0 **INSURANCE**

Service Provider 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 Provider with limits and or coverages that do not meet the requirements does not waive the requirements and the Provider 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. Provider 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 Service Provider. Service Provider 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 6.0 shall not reduce the indemnification liability that Service Provider has assumed in section 6.1.

Commercial General Liability

Minimum Limits

- Each Occurrence Bodily Injury & Property Damage \$2,000,000
- General Aggregate \$3,000,000
- Products/Completed Operations Aggregate \$2,000,000
- Personal/Advertising Injury \$2,000,000
- Fire Damage (Any One Fire) \$50,000
- Medical Payments (Any One Person) \$5,000
- 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).
- 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.
- The policy shall cover the Service Provider's completed operations and that coverage shall be kept in place for up to the statute of repose.

Professional Liability For Prime Consultants and Design/Build Liability
For estimated Project Construction Cost up to \$9,999,999:

- Each Claim \$3,000,000
- Annual Aggregate \$3,000,000

For estimated Project Construction Cost from \$10,000,000 - \$19,999,999:

- Each Claim \$4,000,000
- Annual Aggregate \$4,000,000

For estimated Project Construction Cost from \$20,000,000 - \$39,999,999:

- Each Claim \$5,000,000
- Annual Aggregate \$5,000,000

For estimated Project Construction Cost over \$40,000,000:

- Each Claim \$10,000,000
- Annual Aggregate \$10,000,000

In the event that the Professional Liability insurance required by this Agreement is written on a claims-made basis Provider 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.

Provider must provide evidence of the extended reporting period coverage at the end of the project and before all final payments to the Provider is made.

The policy shall include a waiver of subrogation in favor of Poudre School District R-1.

Professional Liability (Errors and Omissions Liability) For Sub-Consultants

The Consultant's registered sub-consultants (including structural, civil, mechanical, plumbing, electrical engineering, landscape architecture, survey, geotechnical and materials testing) are required to carry Professional Liability Insurance as follows:

Major Sub-Consultants (structural, civil, mechanical, plumbing, electrical engineers)

For estimated Project Construction Cost from \$5,000,000 - \$19,999,999:

- Each Claim \$1,000,000
- Annual Aggregate \$1,000,000

For estimated Project Construction Cost from \$20,000,000 - \$39,999,999:

- Each Claim \$2,000,000
- Annual Aggregate \$2,000,000

For estimated Project Construction Cost over \$40,000,000:

- Each Claim \$3,000,000
- Annual Aggregate \$3,000,000

All other registered consultants not listed above:

- Each Claim \$1,000,000
- Annual Aggregate \$1,000,000

In the event that the Professional Liability insurance required by this Agreement is written on a claims-made basis Provider 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.

The policy shall include a waiver of subrogation in favor of Poudre School District R-1.

Provider must provide evidence of the extended reporting period coverage at the end of the project and before all final payments to the Provider is made.

Builders' Risk Design / Build Contracts

Contact Risk Management for specific requirements.

Commercial Automobile Liability Providing Coverage for Owned, Non-Owned, and Leased or Hired Vehicles (Only required if Provider operates vehicles in performing any services under this Agreement)

- Bodily Injury & Property Damage
Combined Single Limit Minimum \$1,000,000

Workers' Compensation and Employers' Liability

If Provider is exempt under the Colorado Workers' Compensation Act, this requirement will be waived if proof a current Workers' Compensation Coverage Rejection is on file with the

Colorado Department of Labor and Employment, Division of Worker’s Compensation and a copy is submitted to the District.

Minimum Limits

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

--Intentionally left blank--

7.0 **PROPOSAL CERTIFICATION**

**ON-CALL ARCHITECTURAL -
ENGINEERING SERVICES
RFP 23-700-001**

Proposals must be submitted and received in BidNet’s electronic solicitation portal on or before 2:00 p.m. MT on December 7, 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.
- Service Provider has read the conditions, including the insurance requirements and technical specifications, which were made available to the company in conjunction with this RFP, and fully understands and accepts these terms unless specific variations have been expressly requested in the response submitted by the Service Provider. Requested variations will be reviewed by the District and approved on a case-by-case basis if deemed appropriate.
- 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 of 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 Service Provider and in full compliance with the terms specified in Sections 1 and 2 of the solicitation.
- The company will accept any awards made to it, contingent on contract 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: _____

Signature of Agent: _____

Printed Name: _____

Title: _____

E-mail address: _____

Mailing address: _____

Telephone: _____

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 the award.