



POUDRE SCHOOL DISTRICT R-1

REQUEST FOR PROPOSAL

VIDEO SCOREBOARDS

RFP 21-5S1-001

PROPOSAL SCHEDULE

RFP Posted to BidNet

January 27, 2021

Questions Due

February 10, 2021 – 2 p.m. MST

RFP Closing Date

February 26, 2021 – 2 p.m. MST

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VIDEO SCOREBOARDS RFP 21-5S1-001

Poudre School District (the District) is requesting proposals for two (2) matching multi-function video scoreboards to be installed at separate locations. One scoreboard will be contractor furnished contractor installed (CFCI) at the District's French Field site. The other scoreboard will be contractor furnished and may be owner installed (CFOI) at the District's new athletic stadium at the Prospect Middle School / High School site currently under construction.

A copy of the proposal and any associated addenda may be obtained from the Rocky Mountain E-Purchasing (BidNet) website: <http://www.RockyMountainBidSystem.com>.

Questions regarding this RFP must be in writing and directed to the District through the BidNet platform any time after the issuance of this RFP through and including 2:00 p.m. MST on February 10, 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 proposals. Proposals must be submitted and received in BidNet's electronic solicitation portal by 2:00 p.m. MST on February 26, 2021. At that time, the submission portal will close, and no further submissions will be allowed, nor considered.

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

District staff shall review the proposals received in response to this RFP during the proposal consideration period commencing on February 26, 2021. During the proposal consideration period, the District may ask questions of and/or request additional information from Suppliers who have submitted proposals.

Sales Prohibited/Conflict of Interest: No officer, employee, or member of the School Board, shall have a financial interest in the sale to the school district of any real or personal property, equipment, material, supplies or services where such officer or employee exercises directly or indirectly any decision-making authority concerning such sale or any supervisory authority over the services to be rendered. This rule also applies to subcontracts with the District. Soliciting or accepting any gift, gratuity favor, entertainment, kickback, or any items of monetary value from any person who has or is seeking to do business with the District is prohibited.

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

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

Sincerely,
Karen Wailly
Senior Procurement Agent

1.0 BACKGROUND

The District is a high-performing District, covering more than 1,800 square miles in northern Colorado with diverse school settings. The District's instructional program is centered around District Ends, under the Policy Governance model, developed to support a comprehensive curriculum.

While more than 70% of the District's families choose to send their children to their neighborhood school, the District does support school choice and offers a wide spectrum of educational programs to fit any child's needs. Program options include International Baccalaureate, Core Knowledge, Bilingual/Dual Language Immersion, Hybrid/Online, Expeditionary Learning, Science, Technology, Engineering and Math (STEM) along with extra-curriculars and athletics. The District has two LEED certified school buildings and over 30 Energy Star awards and supports operational sustainability in all areas of work.

Our Schools:

- 31 elementary schools
- 10 middle schools
- 4 comprehensive high schools
- 6 option (100% choice) schools
- 3 alternative high schools
- 4 charter schools
- 1 online school

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

2.0 GENERAL TERMS AND CONDITIONS

- 2.1 This is a solicitation for an offer and is not an offer to contract for goods or services.
- 2.2 Prospective supplier (Supplier) must provide all requested information. Failure to do so may result in rejection of the proposal at the option of the District.
- 2.3 Proposals must meet or exceed specifications contained in this document.
- 2.4 The District is exempt from city, county, state, and federal sales/excise taxes. Tax exempt certificates will be issued upon request.
- 2.5 Submission of a proposal is deemed as acceptance of all terms, conditions and specifications contained in the District's solicitation package initially provided to the Supplier. Any proposed modification must be accepted in writing by the District prior to award of the contract.
- 2.6 Supplier, its employees, representatives, and subcontractors agree to abide by all applicable federal, state, and local codes, laws, rules, and regulations.
- 2.7 The successful Supplier shall furnish all supplies, which conform to all applicable safety codes and regulations.
- 2.8 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.
- 2.9 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 Supplier believes are confidential and not subject to disclosure under CORA must be submitted separately with a citation to the section of CORA and any other relevant law under which Supplier believes they are confidential. The District, not Supplier, shall determine whether information and materials so identified will be withheld as confidential, but will inform Supplier in advance of disclosure to give it an opportunity to take legal action to protect its interests vis-à-vis the party making the CORA request.
- 2.10 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.
- 2.11 The accuracy of the solicitation is the sole responsibility of the Supplier. No changes in the proposal shall be allowed after the submission deadline, except

when the Supplier can show clear and convincing evidence that an unintentional factual mistake was made, including the nature of the mistake.

- 2.12 For services requiring Supplier's presence on District property and the project site, the Supplier must provide proof of insurance that meets the insurance requirements stated in Section 7.0 of this document.
- 2.13 The successful Supplier is not permitted to transfer any interest in the project whether by assignment or otherwise, without prior written consent of the Strategic Sourcing Department.
- 2.14 Suppliers are required to submit the name, address, phone number, email address and contact person of at least three (3) Colorado school references for which your company has completed similar services, as those requested in this RFP, in the past 18 months.
- 2.15 Supplier 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 Supplier 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 Supplier 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 Supplier. Nothing contained in the contract or any subcontract shall create any contractual relation between any subcontractor and the District.
- 2.16 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 Supplier as deemed in the best interest of the District.
- 2.17 There is no expressed or implied obligation for the District to reimburse responding firms for any expenses incurred in preparing proposals in response to this request.
- 2.18 Responses to this solicitation will be independently evaluated by an evaluation committee to be established for such purpose.
- 2.19 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, Suppliers are encouraged to check the BidNet website to ensure additional requirements are incorporated into its submissions.

- 2.19.1 Supplier is responsible for monitoring the BidNet website for any additional requirements, addenda, and award information.
- 2.20 The District reserves the right to negotiate further with one or more Supplier 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 Supplier to provide the services called for under the RFP and/or represented in the Supplier's response. Suppliers shall timely provide information to the District in connection with such inquiries and investigations. Suppliers may be asked to give presentations to the District regarding their proposals.
- 2.21 Should the District determine, in its sole discretion, that only one Supplier is fully qualified or that one Supplier is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that Supplier.
- 2.22 In the event the District has reasonable grounds to believe that any individual assigned to perform work under this solicitation has a criminal record, is a registered sex offender, is under the influence of alcohol or other substance, has exhibited violence or based upon other information the District deems reliable; the District may exclude such individual from any school building or grounds or impose reasonable conditions upon such individual's presence upon any school premises. In the judgment of the District, if a contract cannot be performed as a result of such action, the contract may be terminated.
- 2.23 The final award and contract start date is contingent upon a successfully negotiated and fully executed contract between the District and the recommended Supplier. The District intends for the contract to continue in full force and effect through and including December 31, 2021, unless earlier terminated by the District as provided in Section 2.25 below.
- 2.24 Notwithstanding any other term or provision of this RFP, the District's obligations hereunder are expressly subject to its budgeting and appropriation of sufficient funds for each fiscal year (July 1 - June 30) a contract is in effect. In no event shall the District's obligations in a contract constitute a multiple-fiscal year direct or indirect debt or other financial obligation under Article X, Section 20(4)(b) of the Colorado Constitution.
- 2.25 Notwithstanding the planned term of a contract and/or any extensions thereof as provided above, the District may terminate the contract at any time in its sole discretion for any reason, with or without cause, upon written notice served on the Supplier no less than thirty (30) days prior to the date of termination. In the event of such early termination by the District, the Supplier shall be paid up to the date of termination for services performed under and in accordance with this contract.
- 2.26 Independent Service Contractor

2.26.1 The Supplier shall provide the services as an independent service contractor of the District. As such, the Supplier shall have the right to determine how and by whom the services will be provided, subject to and consistent with the terms and conditions of this solicitation.

2.26.2 The Supplier shall be exclusively responsible for: (a) all compensation, employment tax withholdings and payments, and all fringe benefits for its employees in full compliance with all applicable federal, state and local laws; (b) all insurance 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.

2.26.3 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 Supplier and the District. The future Supplier 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 Supplier and shall not represent itself to be a partner, agent, or representative of the Supplier.

2.27 Certification Regarding Illegal Aliens

2.27.1 The Supplier certifies, represents, warrants, and agrees that it will not knowingly employ or contract with an illegal alien to provide services under this contract and will not enter into a contract with a subcontractor that fails to certify to the Supplier that the subcontractor will not knowingly employ or contract with an illegal alien to provide services under this contract. The Supplier 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 contract through the Supplier's participation in either: (a) the E-Verify Program created under federal law and jointly administered by the Department of Homeland Security and the Social Security Administration; or (b) the Colorado Department of Labor and Employment Program ("Department Program") established pursuant to C.R.S. § 8-17.5-102(5)(c).

2.27.2 The Supplier shall not use either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this contract is being performed. If the Supplier obtains actual knowledge that a subcontractor providing services under this contract knowingly employs or contracts with an illegal alien, the Supplier

shall notify the subcontractor and the District within three (3) days that the Supplier 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 illegal alien. The Supplier 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 the Supplier 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 contract, provide to the District a written notarized copy of an affirmation that it has examined the legal work status of such employee, retained file copies of the documents required by 8 U.S.C. § 1324a, and not altered or falsified the identification documents for such employee.

2.28 Qualifications of Supplier

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

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

2.29 Miscellaneous

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

2.29.2 Governing Law. A contract resulting from this solicitation shall be governed by and construed in accordance with the laws of the State of Colorado. Venue for any and all legal action regarding or arising out of transactions covered herein shall be solely in the District Court in and for Larimer County, State of Colorado.

2.29.3 Equal Opportunity. The successful firm agrees not to refuse to hire, discharge, promote, demote, or to otherwise discriminate in matters of compensation against any person otherwise qualified solely because of race, creed, sex, national origin, ancestry, or physical handicap.

- 2.29.4 Appeal of Award. Supplier may appeal the award by submitting a written request for re-consideration to the District's Strategic Sourcing department within seventy-two (72) hours after receipt of the notice of award.
- 2.29.5 In the event the awarded Supplier 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 Supplier or from other sources during the remaining term of the terminated/defaulted contract. Under this arrangement, the District shall charge the awarded Supplier any differences between its price and the price to be paid to the next lowest Supplier, as well as any costs associated with the re-solicitation effort which resulted from such default or termination.
- 2.29.6 This solicitation does not commit the District to award a contract or to pay any costs incurred in the preparation of a proposal or to procure a contract for the services. The District reserves the right to accept or reject any or all proposals received as a result of this request or to cancel in part or in its entirety this solicitation if it is deemed to be in the best interest of the District. The District reserves the right to accept any portion of the proposal or the entire proposal as deemed in the best interest of the District.
- 2.29.7 Variances. For the purposes of solicitation evaluation, Supplier must indicate any variances to the specifications and terms and conditions, no matter how slight. If variations are not stated in the Supplier's response, it shall be construed that the proposal fully complies with the specifications and terms and conditions. Notwithstanding the above, it is hereby agreed and understood that the District reserves the right to reject these variations if they individually or, as a whole, do not meet the standards established in the specifications.
- 2.29.8 Sustainability. The District is committed to be a responsible steward of our natural resources and believes that public education should provide leadership in developing an ethic of sustainability in all its practices. In the District we have both Energy Conservation and Waste Management policies and espouse these values, making environmental stewardship and integral part of the physical plant operation.

2.30 Warranties

- 2.30.1 Notwithstanding prior acceptance of Services by the District, the Supplier shall expressly warrant all delivered Services provided, as properly functioning at the start of operations and compliant with the terms of the contract and industry standards thereafter. The warranty period will begin at the time the Services have been formally accepted in writing by the District.

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

- a. That the articles to be delivered hereunder will be manufactured, sold and/or installed in compliance with the provisions of all applicable Federal, State and Local laws and regulations.
- b. That nothing contained herein shall exclude or affect the operation of any implied warranties otherwise arising in favor of the District.

3.0 SPECIFIC CONDITIONS

- 3.1 The Supplier shall have and maintain a set of protocols and guidelines to meet evolving health and safety requirements and implement COVID-19 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.
 - 3.1.1 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 Supplier's services, with or without prior notice.
- 3.2 The Supplier shall furnish all labor, materials, and equipment, necessary for satisfactory contract performance.
- 3.3 Upon request, proof shall be available that the Supplier possesses adequate and sufficient equipment and resources to perform quality service and to commence work once the contract has been fully executed.
- 3.4 Supplier shall be responsible for all site cleanups, to include trash removal. District dumpsters are not to be used. The buildings and property of the District shall be left in an acceptable as found condition. All unusable materials and debris shall be removed from the District premises. At completion, the Supplier shall thoroughly clean up all areas where work has been involved as mutually agreed with the District's project manager.
- 3.5 The Supplier 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.
- 3.6 Supplier 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.

- 3.7 Project estimates, schedules, work activity, other trades not included in the contract, inspections, and payment requests must be approved by the District's project manager.
- 3.8 Upon issuance of a purchase order, the Supplier 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.
- 3.9 Supplier shall visit the project site prior to commencement of work to verify working area project scope and safety issues.
- 3.10 Supplier shall furnish all required personal safety equipment.
- 3.11 Supplier, at its own expense, shall repair or replace any damages to any equipment, facilities or other personal or real property owned or leased by the District which is damaged as a result of any such fault or defect, at no cost to the District.
- 3.12 Supplier is 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. The buildings and property of the District shall be left in an acceptable as found condition.

4.0 PROJECT SCOPE AND SPECIFICATIONS

NOTE: Suppliers and the general public are only allowed on district property with the escort of a designated district employee.

- 4.1 Poudre School District plans to purchase a new multi-function scoreboard display with sound and have it installed at Rocky Mountain High School's French Field, 1300 West Swallow Road, Fort Collins, Colorado. Proposals must include the removal and disposal of the existing scoreboard and its structural supports.
 - 4.1.1 French Field is an existing facility adjacent to Rocky Mountain High School. French Field has an existing scoreboard that shall be replaced with a new video scoreboard meeting all specifications of this RFP.
 - 4.1.2 Supplier shall demo and remove all components of the existing scoreboard at French Field. This shall include all foundations, columns, scoreboard, wiring and related appurtenances.
 - 4.1.3 Supplier shall dispose of all components of the existing French Field scoreboard in an acceptable manner (off-site).
 - 4.1.4 Before installing the new video scoreboard at French Field, awarded Supplier shall construct an adequate foundation system meeting all applicable building

codes and manufacturer's requirements. The foundation system shall include adequate caissons, columns, and other structural elements necessary to support the video scoreboard based upon geotechnical recommendations from the District's geotechnical engineer.

- 4.1.5 Awarded Supplier shall install the new video scoreboard on the approved structure and provide acceptable cable and wiring terminations to allow connection by the District for all communication and power connections to the stadium's press box.
- 4.2 Poudre School District plans to purchase a second multi-function scoreboard display for the Prospect Middle School / High School site at Prospect Road and County Road 5 in Fort Collins, Colorado. This video scoreboard may be installed by the District's general contractor.
 - 4.2.1 The Prospect stadium is currently under construction on the north side of Prospect Road, west of County Road 5 in Fort Collins. The District has retained the services of a general contractor to complete construction of the stadium, including possible installation of the video scoreboard. The District reserves the right to accept or reject the installation proposal from Supplier.
 - 4.2.2 Supplier shall provide one video scoreboard meeting all specifications of this RFP at the District Stadium on the campus of the Prospect Middle School / High School.
 - 4.2.3 Supplier shall provide foundation recommendations and related requirements for the video scoreboard that meet all applicable building codes.
 - 4.2.4 Supplier shall provide the cost for the scoreboard and the scoreboard installation. The installation portion may be accepted or rejected at the sole discretion of the District.
 - 4.2.5 If Supplier scoreboard installation is accepted by the District, the successful Supplier shall construct an adequate foundation system meeting all applicable building codes and manufacturer's requirements. The foundation system shall include adequate caissons, columns, and other structural elements necessary to support the video scoreboard based upon geotechnical recommendations from the District's geotechnical engineer.
 - 4.2.6 If Supplier scoreboard installation is accepted by the District, the successful Supplier shall install the new video scoreboard on the approved structure and provide acceptable cable and wiring terminations to allow connection by the District for all communication and power connections to the stadium's press box.

- a. Scoreboard shall integrate with the sound system as designed at the stadium.

4.3 Scoreboard

- 4.3.1 Video scoreboard display dimensions: approximately 34' wide by 26' high
- 4.3.2 Specify manufacturer, make, and model of unit being proposed.
- 4.3.3 Specify configuration: Standard/Optional.
- 4.3.4 Provide top illuminated truss; include light truss for Poudre School District Logo/Name. Include dimension of truss being proposed.
- 4.3.5 Provide size and design for 4 anchor sponsorship illuminated panels.
- 4.3.6 Provide options for stagnant scoreboard and scoreboard as part of video display.
- 4.3.7 Provide listing of sports supported by the scoreboard/operating software (football, soccer, lacrosse, etc.)

4.4 Provide Video Digital Display Specifications including but not limited to

- 4.4.1 Total LEDs
- 4.4.2 Horizontal
- 4.4.3 Vertical
- 4.4.4 Color Capacity
- 4.4.5 Pixel Pitch
 - a. Specify pixel pitch of base model (minimum 10-12 mm)
 - b. Provide option for upgraded resolution; pixel pitch of upgraded model (6 mm desirable)

4.5 Provide product parts warranty (years)

4.6 Provide product labor warranty (years)

4.7 Provide product brightness warranty (years)

- 4.8 Provide max brightness level.
- 4.9 Provide technical specification of Video Control system to include:
 - 4.9.1 Annual software/operating license fee if applicable
 - 4.9.2 System software specifications
 - 4.9.3 Player features
 - 4.9.4 Split screen capabilities
- 4.10 Sound System
 - 4.10.1 Provide specification on sound system and the coverage specifications.
 - 4.10.2 Provide four (4) each, handheld and lapel, wireless microphones.
- 4.11 Technical support
 - 4.11.1 Describe technical support provided before, during, and after installation of product(s)
 - 4.11.2 Describe process for meeting support needs on a 24/7 basis.
- 4.12 Trainings after installation
 - 4.12.1 Include cost (if any) for training new employees. The dates and times for three (3) separate training sessions to be determined by the District.
- 4.13 Supplier must obtain and provide permitting for the duration of the project.
 - 4.13.1 State Permit (CO DFPC)
 - 4.13.2 Local Permits (PFA if necessary)
- 4.14 Supplier shall provide complete structural components for all in-ground and above-ground structures for both scoreboards.
- 4.15 Supplier must provide turnkey installation to include, but not limited to the power and fiber in conduit to termination box on rear of structure.
 - 4.15.1 Conduit will be placed from press box to approximate sign location by District or District subcontractor. District subcontractor to pull fiber, power, and provide all end terminations from press box to scoreboard termination box on back of scoreboard.
 - 4.15.2 Supplier shall provide complete construction installation of the French Field scoreboard.

- 4.15.3 District shall be responsible for all material and third-party inspection as required. Scheduling to be coordinated by installer.
- 4.15.4 Supplier shall dispose of existing structure and related components for the French Field scoreboard project.
- 4.15.5 District will provide soils report.
- 4.15.6 Supplier shall assume responsibility, at no additional cost to the District, for any items required to complete installation that may not have been included in Supplier's original proposal.
- 4.16 Supplier shall provide computers that operate the scoreboards: iPad, laptop, or desktop.
 - 4.16.1 Specify if MAC or Windows.
 - 4.16.2 Specify the number of computers to be provided.
- 4.17 Supplier shall provide an extended warranty that, combined with the manufacturers' warranties and warranties already provided in response to items 4.5 – 4.7 above, will cover repair / replacement costs of the display boards and all associated components for a period of ten (10) years from the date of installation.
- 4.18 Supplier shall provide a timeline for the completion of this project, with a start date on or within two (2) weeks of June 12, 2021 and a completion date of August 15, 2021.
- 4.19 Quoted labor rate shall include labor, overhead, and profit.
 - 4.19.1 Labor shall be furnished to the District at the labor rates equal to skill level quoted under this RFP with all the necessary tools and equipment required to perform the work of each particular trade, and at no additional cost to the District. Transportation shall be provided for all labor, tools and equipment furnished by the Supplier at no additional cost to the District.
 - 4.19.2 Any profit to be charged to the District shall be included in the quoted labor rate.
- 4.20 Overhead shall be included within the quoted labor rate and shall include but not be limited to tools, transportation, parking costs, insurance, clerical, copying and all incidental office expenses, time spent estimating for proposal and other indirect costs.

4.21 Supplier shall be fully cognizant of the conditions related to each project and the employment of the labor thereon. Failure to do so will not relieve Supplier of the obligation to furnish all material and labor necessary to carry out the projects. Insofar as possible, the Supplier, in carrying out the work, must employ such methods or means as will not cause any interruption of or interference with the District's scheduled use of the facilities.

5.0 EVALUATIONS AND AWARD OF CONTRACT

5.1 Suppliers will be evaluated on the following criteria using a cumulative point system.

	Qualification	Possible Score	Standard
1	Project Cost	20	Was the project cost within budget? How did the pricing compare to other submittals?
2	Equipment	15	Does the proposal show a direct correlation to the stated District specifications?
3	Warranty/Service	15	Does the company provide adequate warranty with an exchange program and replacement parts? Is local service available?
4	Capability	15	Does the company have the resources and local support capabilities to complete the project within the specified time frame?
5	Scope of Proposal	10	Does the proposal show an understanding of the project objective, methodology to be used and results that are desired from the project?
6	Training	5	Does the proposal provide a solution for training District personnel?

5.2 Award shall be made to the most responsive and responsible Supplier meeting the specifications and deemed to be in the best interest of the District.

5.2.1 The District intends to grant an award for the Prospect Middle School / High School site project.

5.2.2 The District may or may not grant an award for the French Field site project.

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

- 5.3 A proposal submission in response to this RFP is an offer to contract with the District based upon the terms, conditions, scope of work and specifications contained in the RFP.
- 5.4 All changes in proposal documents shall be through written addenda and shall be posted to BidNet.
 - 5.4.1 Amendments or clarifications to the submitted proposals not requested by the District will not be accepted, nor considered in awarding the agreement.
- 5.5 The successful Supplier will be required to enter into and sign a formal agreement with the District. The agreement language will control over any language contained within this RFP that conflicts with the signed and fully executed agreement.
 - 5.5.1 If the Supplier has concerns with the language contained within the RFP, the concerns shall be identified in its response.
 - 5.5.2 In the case of conflicts between the RFP and any referenced proposal documents, the more stringent requirements shall govern. In all cases, the Supplier is responsible for notifying the District of the conflict.

6.0 PERFORMANCE AND PAYMENT BOND

- 6.1 Colorado State Statues require a Performance Bond and a Payment Bond on public projects more than \$50,000.00. Supplier is required to post bonds, executed by a surety company authorized to do business in the State of Colorado, upon notification of award. Performance and Payment bonds will each be equal to 100% of contract price and must remain in effect until completion of contract.
- 6.2 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 Supplier. Substitute forms may not be used.

7.0 INSURANCE

Supplier shall procure and maintain the required insurance specified below for the duration of this Agreement, which insurance shall be written for not less than the amounts specified or greater if required by law. Specified coverages and amounts may be provided by a combination of a primary policy plus an umbrella or following form excess policy. If not otherwise required by law, lower amounts may be acceptable upon review and written approval by the District's Director of Records and Risk Management. All insurance shall be with a carrier licensed in the state of Colorado and shall have a minimum A.M. Best rating of A- VII. Supplier shall furnish the District's Director of Records and Risk Management with certificates of the required insurance prior to the District's approval and signing of this Agreement, and with renewal certificates prior to the expiration of any required insurance that expires during the term of this Agreement. Certificates of Insurance and all communication regarding insurance shall be sent to:

Poudre School District
Attention: Risk Management
Email: risk@psdschools.org (preferred method of communication)
2407 Laporte Ave
Ft. Collins, CO 80521

Any insurance and/or self-insurance carried by the District is excess of the coverage extended to the District by Supplier. Supplier shall provide at least thirty (30) days' advance written notice to the District prior to cancellation, change of coverage, or non-renewal. The insurance requirements specified in this section shall not reduce the indemnification liability that Supplier has assumed in section 7.1.

Commercial General Liability

Coverage to include:

- a. Premises and Operations
- b. Explosions, Collapse and Underground Hazard
- c. Personal / Advertising Injury
- d. Products / Completed Operations
- e. Liability assumed under an Insured Contract (including defense costs assumed under Contract)
- f. Designated Construction Project(s) General Aggregate Limit, ISO CG 2503 or equivalent
- g. Automatic Additional Insurance Endorsement, Owners, Lessees, or Suppliers Endorsement, ISO CG 2038 or equivalent
- h. 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 Supplier, including Completed Operations, Lessees or Suppliers Endorsement, ISO CG 2307 or equivalent and shall be insured to the full limits of liability purchased by the Supplier even if those limits of liability are in excess of those required by this Contract.

Completed Operations coverage must be kept in effect for up to the statue of repose after project completion.

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

For estimated Projection Construction Cost from \$10,000,000 to \$29,999,999:

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

For estimated Projection Construction Cost from \$30,000,000 to \$49,999,999:

a. Each Occurrence	\$10,000,000
b. General Aggregate	\$10,000,000
c. Products/Completed Operations Aggregate	\$10,000,000
d. Personal/Advertising Injury	\$10,000,000
e. Fire Damage (Any One Fire)	\$50,000
f. Medical Payments (Any One Person)	\$5,000

For estimated Projection Construction Cost from \$50,000,000 to \$99,999,999:

a. Each Occurrence	\$25,000,000
b. Annual Aggregate	\$25,000,000
c. Products/Completed Operations Aggregate	\$25,000,000
d. Personal/Advertising Injury	\$25,000,000
e. Fire Damage (Any One Fire)	\$50,000
f. Medical Payments (Any One Person)	\$5,000

For estimated Projection Construction Cost over \$100,000,000 - Contact Risk Management for limits and type of insurance.

Professional Liability

Minimum Limits

a. Each Occurrence or Wrongful Act Limit	\$1,000,000
b. Annual Aggregate Limit	\$3,000,000

- c. In the event that the Professional Liability insurance required by this Agreement is written on a claims-made basis Supplier 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.
- d. Supplier must provide evidence of the extended reporting period coverage at the end of the project and before all final payments to the Supplier is made.

Supplier'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 Supplier 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 complete professional service coverage, including coverage for pollution liability that is the result of a breach of professional duties.
- d. 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 Supplier's contracting activities for which the Supplier is legally liable.
- e. The policy shall provide for cleanup costs when mandated by governmental entities, when required by law, or as a result of third-party claims.
- f. 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 Supplier" and shall be insured to the full limits of liability purchased by the Supplier 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.
- g. Supplier 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.
- h. Completed Operations Coverage shall be kept in place for up to the statute of repose.

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

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

If work involves the transportation of hazardous materials or regulated substances:

- a. Bodily Injury/Property Damage (Each Accident)
Minimum Limit \$5,000,000
- b. The Policy shall include a CA 9948 Endorsement (or its equivalent) and MCS-90 to provide coverage for claims resulting in bodily injury, property damage or cleanup costs associated with a pollution condition from transported cargo.
- c. 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 to the policy, with respect to liability arising out of the activities performed by, or on behalf of the Supplier and shall be insured to the full limits of liability purchased by the Supplier even if those limits of liability are in excess of those required by this Contract.

Workers’ Compensation and Employers’ Liability*

Minimum Limits

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

*This requirement shall not apply if Supplier is exempt under the Colorado Workers’ Compensation Act AND if Supplier has a current Workers’ Compensation Coverage Rejection on file with the Colorado Department of Labor and Employment, Division of Worker’s Compensation.

7.1 Supplier shall indemnify and hold harmless the District and the District’s Board members, employees, representatives, and agents from and against any and all liability arising from any suit, action, grievance, charge or proceeding brought in connection with or related to Supplier’s operations, provision of services and/or conduct of any of its employees, volunteers, agents, or representatives. The indemnification and hold harmless obligation hereunder shall include all attorney fees, costs and expenses incurred by the District and/or the District’s Board members, employees, representatives and/or agents in defense of said suits, actions, grievances, charges and/or proceedings. Nothing in this section 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.

8.0 REFERENCES

VIDEO SCOREBOARDS

References are required – List three references for which your company has completed similar services for projects of similar scope (construction, schedule, cost to be considered).

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

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

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

9.0 REFERENCE EVALUATION (Top Ranked Supplier)

References will be checked using the following criteria.

QUALIFICATION	STANDARD
Overall Performance	Are you pleased with the services provided?
Thoroughness	Did the Supplier follow through with the project, keeping you informed of status?
Knowledge of Athletic Scoreboards & Service	Was there an understanding of professional practices and procedures?
Specific contract requirements	Was the Supplier able to provide services per required schedules and budget?

10.0 PROPOSAL CERTIFICATION

VIDEO SCOREBOARDS

Proposals must be submitted and received in BidNet’s electronic solicitation portal on or before 2:00 p.m. MST on February 26, 2021.

The undersigned hereby affirms that:

- He/she is a duly authorized agent of the company issuing this proposal and that all information provided in the proposal is true and accurate.
- He/she has read the conditions and technical specifications, which were made available to the company in conjunction with this RFP, and fully understands and accepts these terms unless specific variations have been expressly listed in the proposal.
- The company shall adhere to all terms and conditions and provide, at a minimum, all services as expressed in the RFP and/or the company’s proposal responding to the RFP.
- The company meets or exceeds all of the required criteria as specified by this RFP, 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 Supplier and in full compliance with the terms specified in this RFP.
- The company shall accept any awards made to it, as a result of this RFP for a minimum of ninety (90) calendar days following the date and time of the RFP 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: Proposals submitted without the signature of an authorized agent of the company may be considered non-responsive and ineligible for the award.

11.0 PROPOSAL FORM

VIDEO SCOREBOARDS

The District reserves the right to reject any or all proposals or any parts thereof.
Supplier proposes to furnish all labor and material to complete the execution of Work described in the proposal documents.

French Field Video Scoreboard

Manufacturer & Model Number _____

Standard Scoreboard: _____ Dollars (\$ _____)

Enhanced Pixel Configuration Scoreboard: _____ Dollars (\$ _____)

Installation: _____ Dollars (\$ _____)

TOTAL Project: _____ Dollars (\$ _____)

Prospect MS/HS Video Scoreboard

Manufacturer & Model number _____

Standard Scoreboard: _____ Dollars (\$ _____)

Enhanced Pixel Configuration Scoreboard: _____ Dollars (\$ _____)

Optional Installation: _____ Dollars (\$ _____)

The modifications to the proposal documents noted in all addenda issued have been considered and all costs are included.

Addendum # _____ Dated _____ Signature _____

Addendum # _____ Dated _____ Signature _____

The undersigned Supplier agrees to achieve substantial completion of the project no later than August 15, 2021. There is no early incentive offered by the District.

Company Name: _____ Date: _____

Authorized Company Representative's Printed Name: _____

Authorized Company Representative's Signature: _____