

POUDRE SCHOOL DISTRICT R-1
INVITATION FOR BIDS
FENCED CONCRETE PAD PROJECT

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INVITATION FOR BIDS
FENCED CONCRETE PAD PROJECT
IFB #23-340-003

Poudre School District (the District) is requesting electronic sealed bids from professional and qualified Contractors to provide all materials and labor to complete the

INVITATION FOR BIDS
FENCED CONCRETE PAD PROJECT

2.0 GENERAL TERMS AND CONDITIONS

- 2.1 Information and materials submitted in response to this IFB may be considered public records subject to disclosure under the Colorado Open Records Act ("CORA"), C.R.S. §§ ~~242~~-200.1 to 205.5. Information and materials that Contractor believes are confidential and not subject to disclosure under CORA must be submitted separately with a citation to the section of CORA and any other relevant law under which Contractor believes they are confidential. The District, not Contractor, shall determine whether information and materials so identified will be withheld as confidential, but will inform Contractor in advance of disclosure to give it an opportunity to take legal action to protect its interests ~~as~~ is the party making the CORA request.
- 2.2 This is a solicitation for an offer and is not an offer to contract for goods or services.
- 2.3 These General Terms and Conditions apply to all offers made to Poudre School District (hereafter referred to as the District) by all prospective Bidders (herein after referred to as Contractor) on behalf of the District Solicitations including, but not limited to, Invitations for Bid, Requests for Quotes, Requests for Qualifications and Requests for Proposals.
- 2.4 Submission of a Bid is deemed as acceptance of all terms, conditions and specifications contained in the solicitation package provided to the Contractor. Any proposed modification must be accepted in writing by the District prior to award of the Bid.
- 2.5 Contractor must provide all requested information. Failure to do so ~~is~~ result in rejection of the Bid at the option of the District.
- 2.6 The School District is exempt from City, County, State and Federal Sales/Excise Taxes. Tax Exempt Certificates will be issued upon request. The District's Tax Exempt Number: ~~90~~3335.
- 2.7 It shall be the sole responsibility of the Contractor to ensure their Bid is submitted through the BidNet portal by the opening date/time. Late responses will not be accepted.
- 2.8 There is no expressed or implied obligation for the District to reimburse Contractors for any expenses incurred in preparing Bids in response to this Bid solicitation.
- 2.9 Bids must meet or exceed specifications contained in the Bid document.
- 2.10 All chemicals, equipment and materials proposed and/or used by Contractor in satisfaction of the terms of this solicitation shall conform to the standards required by the U.S. Department of Labor Occupational Safety and Health Administration (OSHA). Material safety data sheets (MSDS) shall accompany each shipment, when applicable.

- 2.11 The awarded Contractor shall be held entirely responsible for any and all damage to District property, accidents or injuries to employees and the public by reason of work contracted under terms of this IFB. The Contractor shall be required to take safety precautions in an effort to protect persons and District property. Each Contractor (and its employees, representatives and subcontractors) agrees to abide by all applicable Federal, State and Local codes, laws, rules and regulations, and OSHA. The awarded Contractor shall also furnish all supplies, which conform to all applicable safety codes and regulations. Any fines levied by the aforementioned authorities because of inadequacies to comply with these requirements shall be borne solely by the Contractor. Barricades shall be provided by the Contractor when work is performed in areas traversed by persons or when deemed necessary by the District's Project Manager.
- 2.12 The Contractor, by affixing his signature to this Bid, certifies that his Bid is made without previous understanding, agreement, or connection either with any persons, firms or corporations.

2.16 Contractor warrants that all goods and/or services furnished as a result of this solicitation shall conform to District specifications and to industry standards and shall be free from defects in material and workmanship. Contractor warrants that all goods and/or services furnished as a result of this solicitation shall be merchantable and shall be safe and appropriate for the purpose for which goods and/or services of like

- 2.34.4 Waive any irregularities or technicalities that are not qualified as a requirement for responsiveness in this Bid or in Bids received in conjunction with this Bid; and/or
 - 2.34.5 Determine the criteria and process whereby Bids are evaluated and awarded.
- 2.35 The District may terminate an agreement at any time in its sole discretion for any reason, with or without cause, upon written notice served on the Contractor no less than thirty (30) days prior to the date of termination. In the event of such early termination by the District, the Contractor shall be paid up to the date of termination for services performed under and in accordance with this agreement

3.0 SPECIFIC CONDITIONS

- 3.1 The District is committed to be a responsible steward of its natural resources and believes that public education should provide leadership in developing an ethic of sustainability in all its practices. In the District we have both Energy Conservation and Waste Management policies and espouse these values, making environmental stewardship an integral part of the physical plant operation.
- 3.2 All changes in Bid Documents shall be through written addendum or Q&A results posted on BidNet.
- 3.3 For services requiring Contractor's presence on District Property, the successful Contractor must provide proof of insurance that meets the insurance requirements stated in Section 9.0 of this Bid document. Contractor must maintain required insurance during the term of the contract.
- 3.4 During the performance of this contract, the Contractor agrees to provide a "drug-free workplace." For the purposes of this section, a "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to the contractor. The Contractor's employees are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance during the performance of this Contract.
- 3.5 Where there appears to be variances or conflicts between the information outlined in this IFB and/or the referenced drawings, diagrams and specifications (if applicable), the more stringent requirement shall prevail. In all cases, the Contractor is responsible for notifying the District of the variance or conflict.
- 3.6 If the Contractor experiences a back order of items from its Supplier or Distributor, the Contractor shall ensure that such back orders are filled within a reasonable period of time. The Contractor shall not invoice the District for back ordered items until items are delivered and accepted by an authorized District representative. The District shall determine what constitutes a reasonable period of time and may verbally cancel

back orders, seek the items from another Contractor, and charge the Contractor for any procurement costs.

- 3.7 The District will provide access to the premises and related facilities during the project for regular working hours or outside regular working hours and days as requested by the District.
- 3.8 The District will respond in a timely manner to requests by the Contractor in cases where there are ambiguities in the work to be performed or resources to be supplied by the District that are not available.

4.0 CONTRACTOR'S RESPONSIBILITIES

- 4.1 Contractor shall furnish all labor, materials and equipment, necessary for satisfactory Contract performance. A sample contract is provided as Exhibit A.
- 4.2 Upon request, proof shall be available that the Contractor possesses adequate and sufficient equipment and resources to perform quality service and to commence work once the contract has been fully executed.
- 4.3 Contractor shall be responsible for all site cleanups, including trash and debris. District dumpsters are not to be used. The buildings property of the District shall be left in an acceptable, as found condition. The Contractor shall remove all unusable materials and debris from the District premises. At completion, the Contractor shall thoroughly clean up all areas where work has been involved as mutually agreed with the District's Project Manager.
- 4.4 Contractor shall be responsible for disposing environmentally hazardous waste materials in a manner that is consistent with regulations stipulated by the United States Environmental Protection Agency (EPA), as well as, with any State or locally prescribed procedures. Any costs associated with disposal of above stated materials shall be at the expense of the Contractor.
- 4.5 All work shall be performed in full compliance with all applicable OSHA, DOT and State regulations.
- 4.6 Contractor shall be solely responsible for the safety of its work, materials, equipment, tools, etc. on the site and shall, if deemed necessary or expedient, employ, at its own expense, the services of a competent watchman. The District disclaims all responsibility for the safety of the work, materials, equipment tools, etc. or for any damage, which may be done to same due to theft, or any other cause until such time as the District formally accepts the completed work.
- 4.7 The District will have the State bu

submitted in the Bid Form (Section 12.0). District technical specifications are provided for the categories identified in this section as Exhibit B. Contractor will work with District Project Coordinator if further specifications are required for this project.

- 5.5 Contractor agrees to coordinate efforts with the District Project Manager and other contractors for efficient total project completion.
- 5.6 Contractor shall not use District sanitary facilities, trash receptacles, roll offs, supplies, tools, or equipment. The Contractor shall haul away all debris.
- 5.7 Any measurements shown in diagrams are approximations. Contractors are responsible for obtaining exact measurements – ‘Verify in Field’ (V5 (n)-3 ())JTJ 0 Tc 09d03

surety company authorized to do business in the State of Colorado, upon notification of Bid award. Performance and Payment bonds will each be equal to 100% of contract price and must remain in effect until completion of contract.

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

8.0 WARRANTIES

- 8.1 The Contractor warrants that all parts, material, components, equipment and other items used to perform the work shall be new and suitable for the purpose used and will be of good quality, free from faults and defects and all Work will be free of defects and in conformance with the Contract Documents. The Contractor also warrants that its workers will be sufficiently skilled to produce the highest quality of work, which is free from faults and defects. Work not so conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. The Contractor further warrants that the construction processes and methods employed to perform the work shall be suitable for the results required.
- 8.2 The Contractor shall promptly repair, replace, or otherwise correct any of its workmanship and any parts, materials, components, equipment or other items in the work which contain faults or defects, whether such failures are observed by the District, Consultant, or Contractor before or after Final Completion. The Contractor shall bear all costs of correcting such work covered by the warranties.
- 8.3 The Contractor shall further warrant that all work shall be free of defects of material and workmanship for a period of one (1) year minimum and/or as required in the Bid Documents. The Contractor agrees it will, at its own expense, repair and replace all such defective work and all other work damaged thereby which become defective during the term of the Guarantee Warranty. Whenever guarantees or warranties are required by the specifications for a longer period than the one year warranty, such period shall govern. The District shall have the full benefit of longer warranties provided by the Contractor/Manufacturer.
- 8.4 Upon discovery of any warranty defect, the District shall give written notice to the Contractor and state the time frame in which the repairs shall be made.
- 8.5 The Contractor, at its own expense, shall repair or replace any damages to equipment, facilities, or other personal or real property owned by the District which is damaged as a result of any such fault or defect, at no cost to the District.
- 8.6 Inspection of the work shall not relieve the Contractor of any obligation to fulfill the Contract as prescribed. Work not meeting specifications shall be corrected, at Contractor's expense, and unsuitable work may be rejected, notwithstanding that such work has been previously inspected by the District Project Manager. Receipt of

pertinent documentation and final inspection of finished product by the District Project Manager are required prior to release of final payment to the Contractor awardee.

9.0 INSURANCE

Contractor shall procure and maintain the required insurance specified below for the duration of this Agreement, which insurance shall be written for not less than the amounts specified or greater if required by law. The District's receipt of a Certificate of Insurance from the Contractor with limits and or coverages that do not meet the requirements does not waive the requirements and the Contractor shall still be responsible for the limits and coverages stated in this Agreement. Specified coverages and am

an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor” and shall be insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract. Copy of policy endorsement must be attached to the Certificate of Insurance.

i. The policy shall cover the Contractor’s completed operations and that coverage shall be kept in place for up to the statute of repose.

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

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

Minimum Limits

- a. Per Loss \$5,000,000
- b. Products/Completed Operations Aggregate \$5,000,000
- c. The policy shall provide for protection against claims for ~~third~~ party bodily injury, property damage, or environmental damage caused by pollution conditions resulting from the Contractor’s contracting activities for which the Contractor is legally liable.
- d. The policy shall provide for cleanup costs when mandated by governmental entities, when required by law, or as a result of ~~third~~ party claims.
- e. The policy shall be endorsed to include the following additional insured language: “Poudre School District R1, its elected officials, employees, agents, and volunteers shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor” and shall be insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract. Copy of policy endorsement must be attached to the Certificate of Insurance.
- f. Contractor warrants 3 (i)-2, ag3 (w)-8 (a)4 ((a)4 ((a)MCID y iE16 (s)-5))4 (t)-2 (l)-2 (i)8 (t)-2 ((

b. If Contractor operates vehicles in performing any services under this Contract, the policy shall be endorsed to include the following additional insured language: "Poudre School District R-1, its elected officials, employees, agents, and volunteers shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor" and shall be insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract. Copy of policy endorsement must be attached to the Certificate of Insurance.

Workers' Compensation and Employers' Liability

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

Minimum Limits

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

9.1 Indemnification

The Contractor shall indemnify and hold harmless the District and the District's Board members, employees, representatives and agents from and against any and all liability arising from any suit, action, third party claims, grievance, or proceeding, including all attorneys' fees, costs and expenses, ~~in~~ as a result of any negligent

10.0 REFERENCES

References- List three (3) references for which your company has completed similar

11.0 BID CERTIFICATION FORM

Fenced Concrete Pad Project
IFB #23-340-003

The District will only accept and consider electronically submitted proposals from Contractors, which must be submitted and received in the www.bidnetdirect.com electronic solicitation portal on or before **November 4, 2022 at 2:00 p.m. MT.**

The undersigned hereby affirms that:

- Contractor is a duly authorized agent of the company issuing this Bid that all information provided in the Bid is true and accurate.
- Contractor has read the conditions, including the insurance requirements, and
- Contractor

