



SCHOOL DISTRICT TWO
HARRISON

***NOTICE
INVITATION TO BID***

Notice is hereby given that sealed proposals for the following will be received by the El Paso County School District #2 - Harrison, located at 1060 Harrison Road, El Paso County, Colorado Springs, Colorado on **January 10th, 2020 by 3:00 P.M.**, Mountain Daylight Time.

Replacement for Pool Boiler and Pump at Sierra High School,
2250 Jet Wing Dr,
Colorado Springs, Colorado 80916

The proposals will be publicly opened on January 10th, 2020, at 3:15 P.M., Mountain Daylight Time. Proposals received after the stated time will not be accepted. Bids shall be delivered or mailed to:

Jeffrey Clemens
Director of Facilities
El Paso County School District #2 – Harrison
Building C
1060 Harrison Road
Colorado Springs, CO 80905

GENERAL REQUIREMENTS

El Paso County School District #2 – **Harrison** invites you to bid on the replacement of the Pool Boiler and Pump at Sierra High School, 2250 Jetwing Dr., Colorado Springs, CO 80916.

Bid Timeline

Request for Proposal issued – 12/13/2019

Mandatory Pre-Bid Walkthrough – 1PM 12/19/2020

Questions Due – 1PM 01/02/2020 (via e-mail)

Questions Answered – 5PM 1/06/2020

Proposal Due – 1PM 01/10/2020 signature

All questions to be submitted to:

Catherine Robbins: crobbins@wemberinc.com

Melissa Curley: mcurley@wemberinc.com

Jeff Clemens: jclemens@hsd2.org

Project Drawings

Included: Original blueprints of pool boiler space and pool floor plan. Specifications of Pump to be priced, see attachment A & B for scope.

Submission of Bid

1. Bids are returnable not later than the time and date on the enclosed Invitation to Bid, to the office of:

Jeffrey Clemens
Director of Facilities
El Paso County School District #2 – Harrison
Building C
1060 Harrison Road
Colorado Springs, CO 80905

2. All bids must be on the official bid form and enclosed in an envelope which must be sealed, addressed to Jeffrey Clemens and marked "Bid for Sierra Pool Boiler and Pump Replacement, see schedule above. The district will not be responsible for premature opening of bids not properly labeled or sealed.
3. Prices quoted must be net and exclusive of all federal, state, municipal sales and excise taxes and include the cost of delivery and shipping.
4. In setting forth specifications, it is the intention of El Paso County School District Two, to offer equal opportunity to all bidders. Items referred to by number or company name are for descriptive purposes and are to be used to denote a minimum standard of quality only.
5. If any person, planning to submit a bid for the proposed contract, is in doubt as to the meaning of any part of the plans and specifications, or should discover discrepancies or conflicts therein, they shall submit to the owner a written request for interpretations thereof not later than five (5) working days prior to the bid opening. Interpretations will be made only by addendum duly issued, and a copy of such addendum will be e-mailed and posted to Harrison School Districts website. The owner will not be responsible for any other interpretations.
6. All items must be bid F.O.B., delivery site, El Paso County School District #2 - Harrison, Colorado Springs, Colorado.
7. Preference will be given to materials, supplies and provisions produced, manufactured, or grown in Colorado, quality being equal to competitors outside of the state. In accordance with Sections 8-17-101 and 8-17-102, C.R.S., Colorado labor shall be employed to perform the work in the extent of not less than eighty percent of skilled and common labor in the several classifications of skilled and common labor employed. "Colorado labor" as used, means any person who is a resident of the state of Colorado at the time of employment, without discrimination as to race, color, creed, sex, age, or religion except when sex or age is a bona fide occupational qualification.
8. All materials or workmanship supplied by this bid must be guaranteed for one (1) year from the date of final acceptance of the entire work, and the installation contractor shall guarantee to repair or replace any part which may show defects during that time without cost to the district, provided such defect is due to imperfect material or workmanship and not carelessness or improper use.
9. Contractor waives all of its rights with regard to withdrawal of amounts retained by the District under this contract prior to final completion and acceptance of the work by the District, as described in C.R.S. S24-91-105 to S24-91-110.

10. Contractor agrees to abide by all storm water controls as mandated in the District program and in the City of Colorado Springs ordinance. The District has the right to stop work and to hold the contractor liable and responsible for all violations of the City of Colorado Springs ordinance.
11. Contractor shall ensure that all legal requirements of HB 06S-1023 are met, for both the Contractor and all subs utilized by the Contractor, will assume all liability as defined in HB 06S-1023, and will provide appropriate substantiating documentation to the Owner upon request.
12. Contractor shall provide a list of no less than three references from contracts awarded in within the last five years. If three references are not available, the contractor shall submit a letter indicating the reason three references are not available.

Security

1. A Cashier's or Certified Check for 5% of the total bid price or a bid bond, issued by an insurance company licensed in the State of Colorado, made payable to El Paso County School District #2 - Harrison must accompany each bid as a guarantee that if the bid is accepted the bidder will enter into a contract with the owner for the proposed purchase.
2. Bid deposits will be returned to the unsuccessful bidders three (3) days after the awarding of contracts and the approval of the successful bidders' performance bond. Unless otherwise indicated, the bid deposit of the successful bidder will be returned upon satisfactory completion of the contract or after receipt of a performance payment bond.
 - A performance payment bond is not required.
 - A performance payment bond is required.

The bidder to whom the Contract has been awarded shall furnish and deliver within ten (10) days after receipt of Notice of Award, a Performance Payment Bond satisfactory to the Owner. Performance Payment Bond shall be in the amount of one hundred percent (100%) of the Contract amount and must be issued by an insurance company licensed in the State of Colorado. The surety on such bond shall be a Surety Company satisfactory to the owner and authorized to do business in the State of Colorado. The bond shall:

- a. Be included in the contractor's bid,

- b. Guarantee contractor's performance of work under their contract and their prompt and full payment for all labor and material involved therein,
- c. Guarantee protection to the School District, and
- d. Have a "Power of Attorney" form attached to each bond copy.

Rejection of Bids

- 1. Harrison School District reserves the right to:
 - a. Reject any and all bids received.
 - b. Reject any and all changes in the bid form or specifications.
 - c. Waive any immaterial informality when it is deemed to be in the best interest of El Paso County School District #2 - Harrison.

Award

- 1. El Paso County School District #2 - Harrison reserves the right to:
 - a. Award bids on an item-by-item basis or in total.
 - b. Award the contract to the bidder that appears, in their judgment to be in the best interest of the school district, whether or not such contract award results in the lowest possible expenditure to the school district.
 - c. Award the bid to the second lowest responsible bidder if the original low bidder does not perform or deliver within the times established in the specifications. Any additional resultant costs to the district will be the responsibility of the original low bidder.
- 2. Any bid submitted will be binding for thirty (30) days subsequent to the bid opening. This could be extended beyond the thirty (30) days if consensus is reached by all bidders.

Insurance

Prior to the start of any work: the successful bidder shall furnish a Certificate of Insurance to the owner showing the minimum insurance requirements specified in Attachment C- Harrison School District 2 Vendor Insurance Requirements in forms and with insurance companies acceptable to the owner. Further, it is agreed that no less than 30 days notice will be given to the owner prior to cancellation, termination, or material alterations of said insurance.

Indemnity

The successful bidder shall assume the entire responsibility and liability in and for any and all damages and/or injuries of any kind of nature whatsoever to all persons, whether employees or otherwise, and to property growing out of or resulting from the services performed as herein set forth and provided for in these specifications, and for any and all damages and/or injuries of any kind which shall occur in connection therewith and agreed to indemnify, defend and save harmless El Paso County School District #2 - Harrison, its agents, servants and employees from and against any and all loss, expenses including legal fees and disbursements, damages and/or injuries growing out of or resulting from or occurring in connection with the execution of the work herein provided for and including by way of example and not by way of limitations, any losses, expenses, including legal fees and disbursements, damages or injuries occurring in connection with, or resulting from the use by the successful bidder, its agents or employees, of any equipment, stock, appliance, implements, works, tools or machinery or any other property owned, rented, borrowed by or assigned to El Paso County School District #2 - Harrison arising under any law whatever, which may be in effect in the locality in which the work is situated or otherwise.

Subcontractors

El Paso County School District #2 - Harrison will recognize only the successful bidder for the proper execution of the entire work under the contract. No subcontractor will perform any work without prior written notification to and approval by El Paso County School District #2 - Harrison. Approval of a subcontractor by El Paso County School District #2 - Harrison in no way relieves the contractor from full responsibility for fulfilling all conditions of the contract.

Billing

Requests for payments should not include any billing for any federal, state or local taxes. If city sales taxes are to be rebated, all sales receipts must be furnished to the district for collection prior to final payment being made.

Walk-Through Requirements:

There is a mandatory walk through scheduled for Thursday, December 19th at 1PM at Sierra High School, 2250 Jetwing Drive, Colorado Springs, Colorado 80916. Interested bidders will meet in north parking lot at Sierra High School at 1:00pm. See schedule above.

**PROPOSAL FOR
Replacement of Pool Boiler and Pump at Sierra High School
2250 Jetwing Dr.
Colorado Springs, Colorado 80916**

TO: El Paso County School District #2 - Harrison
Jeffrey Clemens
Director of Facilities
Building C
1060 Harrison Road
Colorado Springs, CO 80905

Having carefully examined the Invitation to Bid, General and Specific Requirements, and all documents provided, the undersigned proposes to replace the pool boiler and pump at Sierra High School for the sum of:

\$ _____.

Performance periods as specified are acknowledged and accepted.

The undersigned acknowledges receipt of the following Addenda. The modifications to the Bid Documents noted below have been considered and all costs are included in the Bid Sum.

1. Addendum # _____ Dated _____
2. Addendum # _____ Dated _____
3. Addendum # _____ Dated _____
4. Addendum # _____ Dated _____

The undersigned recognizes the owner's right to accept or reject any and all bids submitted and to award locations on an individual or collective basis.

Respectfully submitted,

Name and Title (Print)

Company Name

Signature

Street

Date

City, State, Zip Code

Telephone Number

Project Scope and Additional Information

The pool boiler, heater and pump are currently in need of being replaced at Sierra High School and will be completed in the month of March. Demolition of current equipment is proposed to begin Wednesday March 18, 2020. This work will go through Spring break, construction is expected to take 2 weeks.

Scope:

- Provide all labor, materials and equipment to replace one (1) Raypak P0624 pool boiler
- Remove the original boiler, set new boiler and connect piping system.
- Have scaffolding built to remove and replace flue system to both boilers.
- Demo out all existing flue pipe from the end cap to the draft diverters.
- Install approximately 18' of 12" and 18' of 16" b-vent to the new 22" b-vent main stack.
- Install the new main stack from the roof and add 8' in height to clear the wall and MAU fresh air inlet.
- Patch and repair on roof if there are new penetrations
- Test boiler for correct operation.
- Replace the 10 HP Pool Pump per provided specifications.
- Permit, if required.
- Haul away disposal of the original equipment.
- Included 1-year parts and labor warranty on supplied equipment and parts.

Exclusions:

- All controls will be excluded.
- Drawings and engineering excluded.
- Quick Ship fees.
- Overtime work
- Any work not specified.

Harrison School District Two is funded with a \$180M bond. The District has identified work needed at every school in the bond spending plan that is posted on the District website. Most schools will receive extensive interior and mechanical renovations.

Attachment C- Harrison School District 2 Vendor Insurance Requirements



SCHOOL DISTRICT TWO
HARRISON
Character Through Diversity, Challenge & Accomplishment

Harrison School District 2 Vendor Insurance Requirements

Any non-District employee person(s) or business(es) performing **any** work on or using District property, regardless of whether interior or exterior, must have approval from Operations/District leadership, an executed Contract/MOU/Agreement on file, and provide the corresponding Certificate of Insurance and Endorsement as listed below. No work shall commence prior to the above approval being granted in writing and required documents being received in the Risk Management office.

Contracts/MOUs/Agreements must include insurance requirements (to include notice of cancellation and additional insured as listed below) and an indemnification clause which should be reviewed and approved by District leadership and legal counsel. The District must be named as an additional insured on policy, listed as such on certificate of insurance and a copy of endorsement attached showing same.

Exceptions on coverage requirements for smaller projects may be made on a case-by-case basis after review by Operations and Risk Management and approval of District leadership.

General Contractors are required to have a Builders Risk insurance policy or endorsement for new construction/ building footprint change at the same financial levels referenced below. General Contractors are required to have an Installation Floater insurance policy or endorsement for renovation, repair or replacement construction at the same financial level referenced below.

Any non-district employee with direct contact with students shall provide an endorsement to their General Liability insurance policy including coverage for sexual molestation.

The Limits of insurance listed below or any language in an agreement shall not constitute a waiver or modification of the defense, immunities and limitations set forth in the Colorado Governmental Immunity Act for Harrison School District 2

General	Coverage Requirements
Minimum coverage accepted for use of District facility and all other services not construction related	GENERAL LIABILITY REQUIREMENT \$1,000,000 per occurrence \$2,000,000 aggregate PROPERTY

	<p>\$1,000,000 per occurrence \$2,000,000 aggregate \$500,000 damage to rented premises \$500,000 personal & adv injury \$50,000 Fire Damage (any one fire) \$5,000 Medical payments (any one person)</p> <p>AUTOMOBILE LIABILITY \$1,000,000 bodily injury/property damage (each accident)</p> <p><u>NOTE: REQUIREMENT OF PROFESSIONAL LIABILITY / ERRORS & OMISSIONS LIABILITY AND CONTRACTORS POLLUTION IS SUBJECT TO SCOPE OF WORK AND DISTRICT DISCRETION.</u></p> <p>PROFESSIONAL LIABILITY / ERRORS & OMISSIONS LIABILITY (if applicable) \$1,000,000 per loss \$2,000,000 aggregate</p> <p>CONTRACTORS POLLUTION \$1,000,000 per loss \$2,000,000 aggregate</p> <p>CYBER LIABILITY INSURANCE (Cyber required for vendors with any access to District Network Servers, or personal data of students, guardians, employees, others) \$1,000,000 per loss \$2,000,000 aggregate</p> <p><u>NOTE: LESSER COVERAGE AMOUNTS ABOVE ACCEPTABLE WITH AN UMBRELLA OF \$3,000,000</u></p> <p>Workers' Compensation and Employers Liability State of Colorado Statutory requirements \$100,000 per accident \$100,000 disease / each employee \$500,000 disease / policy limit NOTE: Contractors' certificate(s) shall include all subcontractors as additional insureds under its policies OR subcontractors shall maintain separate insurance with limits of liability not LESS than the amounts listed above as required in contract.</p>
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Estimated Project Construction Cost	Coverage Requirements
Less than \$1,000,000	<p>GENERAL LIABILITY REQUIREMENT \$500,000 per occurrence \$1,000,000 aggregate</p>

	<p>PROPERTY \$500,000 per occurrence \$1,000,000 aggregate \$500,000 damage to rented premises \$500,000 personal & adv injury \$50,000 Fire Damage (any one fire) \$5,000 Medical payments (any one person)</p> <p>AUTOMOBILE LIABILITY \$500,000 bodily injury/property damage (each accident)</p> <p><u>NOTE: REQUIREMENT OF PROFESSIONAL LIABILITY / ERRORS & OMISSIONS LIABILITY AND CONTRACTORS POLLUTION IS SUBJECT TO SCOPE OF WORK AND DISTRICT DISCRETION.</u></p> <p>PROFESSIONAL LIABILITY/ERRORS & OMISSIONS LIABILITY (if applicable) \$500,000 per loss \$1,000,000 aggregate</p> <p>CONTRACTORS POLLUTION \$1,000,000 per loss \$2,000,000 aggregate</p> <p>CYBER LIABILITY INSURANCE (Cyber required for vendors with any access to District Network Servers, or personal data of students, guardians, employees, others) \$1,000,000 per loss \$2,000,000 aggregate</p> <p><u>NOTE: LESSER COVERAGE AMOUNTS ABOVE ACCEPTABLE WITH AN UMBRELLA OF \$1,000,000. IF CONTRACTORS POLLUTION IS REQUIRED, AN UMBRELLA OF \$2,000,000 WILL BE REQUIRED.</u></p> <p>WORKERS' COMPENSATION AND EMPLOYERS LIABILITY State of Colorado Statutory requirements \$100,000 per accident \$100,000 disease / each employee \$500,000 disease / policy limit NOTE: Contractors' certificate(s) shall include all subcontractors as additional insureds under its policies <u>OR</u> subcontractors shall maintain separate insurance with limits of liability not <u>LESS</u> than the amounts listed above as required in contract.</p>
<p>Less than \$5,000,000</p> <p>The limits to the right includes smaller companies performing work for the District under the estimated project cost of \$5,000,000</p>	<p>GENERAL LIABILITY REQUIREMENT \$1,000,000 per occurrence \$2,000,000 aggregate</p> <p>PROPERTY \$1,000,000 per occurrence \$2,000,000 aggregate</p>

	<p>\$500,000 damage to rented premises \$500,000 personal & adv injury \$50,000 Fire Damage (any one fire) \$5,000 Medical payments (any one person)</p> <p>AUTOMOBILE LIABILITY \$1,000,000 bodily injury/property damage (each accident)</p> <p><u>NOTE: REQUIREMENT OF PROFESSIONAL LIABILITY / ERRORS & OMISSIONS LIABILITY AND CONTRACTORS POLLUTION IS SUBJECT TO SCOPE OF WORK AND DISTRICT DISCRETION.</u></p> <p>PROFESSIONAL LIABILITY / ERRORS & OMISSIONS LIABILITY (if applicable) \$1,000,000 per loss \$2,000,000 aggregate</p> <p>CONTRACTORS POLLUTION \$1,000,000 per loss \$2,000,000 aggregate</p> <p>CYBER LIABILITY INSURANCE (Cyber required for vendors with any access to District Network Servers, or personal data of students, guardians, employees, others) \$1,000,000 per loss \$2,000,000 aggregate</p> <p><u>NOTE: LESSER COVERAGE AMOUNTS ABOVE ACCEPTABLE WITH AN UMBRELLA OF \$3,000,000</u></p> <p>Workers' Compensation and Employers Liability State of Colorado Statutory requirements \$100,000 per accident \$100,000 disease / each employee \$500,000 disease / policy limit</p> <p><u>NOTE: Contractors' certificate(s) shall include all subcontractors as additional insureds under its policies OR subcontractors shall maintain separate insurance with limits of liability not LESS than the amounts listed above as required in contract.</u></p>
<p>\$5,000,000 to less than \$10,000,000</p> <p>The limits to the right includes smaller companies performing work for the District within \$5,000,000 to less than \$10,000,000</p>	<p>GENERAL LIABILITY REQUIREMENT \$2,000,000 per occurrence \$5,000,000 aggregate</p> <p>PROPERTY \$2,000,000 per occurrence \$5,000,000 aggregate \$500,000 damage to rented premises</p>

	<p>\$500,000 personal & adv injury \$50,000 Fire Damage (any one fire) \$5,000 Medical payments (any one person)</p> <p>AUTOMOBILE LIABILITY \$1,000,000 bodily injury/property damage (each accident)</p> <p><u>NOTE: REQUIREMENT OF PROFESSIONAL LIABILITY / ERRORS & OMISSIONS LIABILITY AND CONTRACTORS POLLUTION IS SUBJECT TO SCOPE OF WORK AND DISTRICT DISCRETION.</u></p> <p>PROFESSIONAL LIABILITY/ERRORS & OMISSIONS LIABILITY (if applicable) \$2,000,000 per loss \$5,000,000 aggregate</p> <p>Contractors Pollution \$2,000,000 per loss \$5,000,000 aggregate</p> <p>CYBER LIABILITY INSURANCE (Cyber required for vendors with any access to District Network Servers, or personal data of students, guardians, employees, others) \$2,000,000 per loss \$5,000,000 aggregate</p> <p>NOTE: LESSER COVERAGE AMOUNTS ABOVE ACCEPTABLE WITH AN UMBRELLA OF \$7,000,000</p> <p>Workers' Compensation and Employers Liability State of Colorado Statutory requirements \$100,000 per accident \$100,000 disease / each employee \$500,000 disease / policy limit</p> <p>NOTE: Contractors' certificate(s) shall include all subcontractors as additional insureds under its policies <u>OR</u> subcontractors shall maintain separate insurance with limits of liability not <u>LESS</u> than the amounts listed above as required in contract.</p>
\$10,000,000 to \$24,999,999	<p>GENERAL LIABILITY REQUIREMENT \$5,000,000 per occurrence \$10,000,000 aggregate</p> <p>PROPERTY \$5,000,000 per occurrence \$10,000,000 aggregate \$500,000 damage to rented premises</p>

	<p>\$500,000 personal & adv injury \$50,000 Fire Damage (any one fire) \$5,000 Medical payments (any one person)</p> <p>AUTOMOBILE LIABILITY \$1,000,000 bodily injury/property damage (each accident)</p> <p><u>NOTE: REQUIREMENT OF PROFESSIONAL LIABILITY / ERRORS & OMISSIONS LIABILITY AND CONTRACTORS POLLUTION IS SUBJECT TO SCOPE OF WORK AND DISTRICT DISCRETION.</u></p> <p>PROFESSIONAL LIABILITY/ERRORS & OMISSIONS LIABILITY (if applicable) \$5,000,000 per loss \$10,000,000 aggregate</p> <p>CONTRACTORS POLLUTION \$5,000,000 per loss \$10,000,000 aggregate</p> <p>CYBER LIABILITY INSURANCE (Cyber required for vendors with any access to District Network Servers, or personal data of students, guardians, employees, others) \$5,000,000 per loss \$10,000,000 aggregate</p> <p>NOTE: LESSER COVERAGE AMOUNTS ABOVE ACCEPTABLE WITH AN UMBRELLA OF \$15,000,000</p> <p>Workers' Compensation and Employers Liability State of Colorado Statutory requirements \$100,000 per accident \$100,000 disease / each employee \$500,000 disease / policy limit</p> <p>NOTE: Contractors' certificate(s) shall include all subcontractors as additional insureds under its policies OR subcontractors shall maintain separate insurance with limits of liability not LESS than the amounts listed above as required in contract.</p>
\$25,000,000 - \$49,999,999	<p>GENERAL LIABILITY REQUIREMENT \$10,000,000 per occurrence \$10,000,000 aggregate</p> <p>PROPERTY \$10,000,000 per occurrence \$10,000,000 aggregate \$500,000 damage to rented premises</p>

	<p>\$500,000 personal & adv injury \$50,000 Fire Damage (any one fire) \$5,000 Medical payments (any one person)</p> <p>Automobile Liability \$1,000,000 bodily injury/property damage (each accident)</p> <p><u>NOTE: REQUIREMENT OF PROFESSIONAL LIABILITY / ERRORS & OMISSIONS LIABILITY AND CONTRACTORS POLLUTION IS SUBJECT TO SCOPE OF WORK AND DISTRICT DISCRETION.</u></p> <p>PROFESSIONAL LIABILITY/ERRORS & OMISSIONS LIABILITY (if applicable) \$10,000,000 per loss \$10,000,000 aggregate</p> <p>CONTRACTORS POLLUTION \$10,000,000 per loss \$10,000,000 aggregate</p> <p>CYBER LIABILITY INSURANCE (Cyber required for vendors with any access to District Network Servers, or personal data of students, guardians, employees, others) \$10,000,000 per loss \$10,000,000 aggregate</p> <p>NOTE: LESSER COVERAGE AMOUNTS ABOVE ACCEPTABLE WITH AN UMBRELLA OF \$20,000,000</p> <p>Workers' Compensation and Employers Liability State of Colorado Statutory requirements \$100,000 per accident \$100,000 disease / each employee \$500,000 disease / policy limit</p> <p>NOTE: Contractors' certificate(s) shall include all subcontractors as additional insureds under its policies OR subcontractors shall maintain separate insurance with limits of liability not LESS than the amounts listed above as required in contract.</p>
<p>\$50,000,000 to \$100,000,000</p>	<p>GENERAL LIABILITY REQUIREMENT \$25,000,000 per occurrence \$25,000,000 General aggregate</p> <p>PROPERTY \$25,000,000 per occurrence \$25,000,000 aggregate \$500,000 damage to rented premises</p>

	<p>\$500,000 personal & adv injury \$50,000 Fire Damage (any one fire) \$5,000 Medical payments (any one person)</p> <p>AUTOMOBILE LIABILITY \$1,000,000 bodily injury/property damage (each accident)</p> <p><u>NOTE: REQUIREMENT OF PROFESSIONAL LIABILITY / ERRORS & OMISSIONS LIABILITY AND CONTRACTORS POLLUTION IS SUBJECT TO SCOPE OF WORK AND DISTRICT DISCRETION.</u></p> <p>PROFESSIONAL LIABILITY/ERRORS & OMISSIONS LIABILITY (if applicable) \$25,000,000 per loss \$25,000,000 aggregate</p> <p>CONTRACTORS POLLUTION \$25,000,000 per loss \$25,000,000 aggregate</p> <p>CYBER LIABILITY INSURANCE (Cyber required for vendors with any access to District Network Servers, or personal data of students, guardians, employees, others) \$25,000,000 per loss \$25,000,000 aggregate</p> <p>NOTE: LESSER COVERAGE AMOUNTS ABOVE ACCEPTABLE WITH AN UMBRELLA OF \$30,000,000</p> <p>Workers' Compensation and Employers Liability State of Colorado Statutory requirements \$100,000 per accident \$100,000 disease / each employee \$500,000 disease / policy limit</p> <p>NOTE: Contractors' certificate(s) shall include all subcontractors as additional insureds under its policies OR subcontractors shall maintain separate insurance with limits of liability not LESS than the amounts listed above as required in contract.</p>
Over \$100,000,000	Limits and insurance program to be determined. Contact Risk Management.

Coverage Unique to Projects Involving Data Security	1. Type. Contractor shall purchase and maintain during the term of this Agreement Technology Errors and Omissions/Professional Liability Insurance, including Network Security and Privacy Liability Insurance. Such policy shall cover professional misconduct or lack of ordinary skill in providing services, systems and/or product as defined in the scope of services of this Agreement. In the event that
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the professional liability insurance required by this Agreement is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Agreement, and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Agreement is completed. If such insurance is maintained on an occurrence form basis, Contractor shall maintain such insurance for an additional period of one (1) year following termination of this Agreement. If such insurance is maintained on a claims-made basis, Contractor shall maintain such insurance for an additional period of three (3) years following termination of this Agreement. If Contractor contends that it maintains other insurance not specified herein that otherwise satisfies these requirements (or otherwise insures the risks described in this section), then Contractor shall provide proof of same.

2. Coverage. The insurance required by this Section shall provide coverage for the following risks:

- a. Any error, misstatement, misleading statement, act, omission, neglect, breach of duty or personal injury offense for the Contractor rendering or failure to render technology services and the failure of the Contractor's technology products to perform the function or serve the purpose intended.
- b. Liability arising from theft, dissemination and/or use of District Data stored or transmitted in electronic form.
- c. Network Security Liability arising from the unauthorized access to, use of or tampering with computer systems including hacker attacks, inability of an authorized third party to gain access to Contractor's services including denial of service, unless caused by a mechanical or electrical failure.
- d. Liability arising from the introduction of a computer virus, malware or ransomware into, or otherwise causing damage to, a customer's or third person's computer, computer system, network or similar computer-related property and the data, software, and programs thereon.

3. Additional Requirements. In addition to the foregoing requirements, the policy shall provide a waiver of subrogation in favor of the District and shall be endorsed to include the following additional insured language: "Harrison School District 2", and its elected officials, trustees, employees, and agents, shall be named as additional insureds with respect to liability arising out of the

activities performed by, or on behalf of the Contractor." The policy shall be for the following amounts:

For Agreements with a contract price of \$500,000 or less:

Minimum Limits:

Per Loss \$ 1,000,000

Aggregate \$ 3,000,000

For Agreements with a contract price exceeding \$500,000:

Minimum Limits:

Per Loss \$ 3,000,000

Aggregate \$ 5,000,000