POUDRE SCHOOL DISTRICT R-1

INVITATION FOR BID

RIFFENBURGH ELEMENTARY SCHOOL WALK-IN FREEZER INSTALLATION

IFB #24-175-001

BID SCHEDULE

IFB Posted to BidNet	**November 9, 2023**
Optional Site Visit MT	**November 16, 2023 @ 2:30 p.m.**
Questions Due MT	**November 21, 2023 @ 2:00 p.m.**
IFB Closing Date	**December 2, 2023 @ 2:00 p.m. MT**

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INVITATION FOR BID
RIFFENBURGH ELEMENTARY SCHOOL
WALK-IN FREEZER INSTALLATION
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Poudre School District (the "District") is requesting bids from professional and qualified contractors ("Contractor") for construction and installation of walk-in freezer at Riffenburgh Elementary School described in this Invitation for Bids ("IFB").

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

Questions regarding this IFB must be in writing and may ONLY be directed to the District via the BidNet platform any time after the issuance of this IFB through and including 2:00 p.m. MT on November 21, 2023. Questions received after the date/time and/or not submitted electronically through the BidNet platform may not be addressed.

During the solicitation process and until an award has been announced, communication regarding this IFB 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 bid from consideration.

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

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

The District will only accept and consider electronically submitted bids from Contractors, which must be submitted and received in the www.bidnetdirect.com electronic solicitation portal on or before 2:00 p.m. MT on December 2, 2023, at which time the submission portal will close and no further submissions be allowed or considered.

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

Sales Prohibited/Conflict of Interest: No officer, employee, or member of the School Board, shall have a financial interest in the sale to the school district of any real or personal property, equipment, material, supplies or services where such officer or employee exercises directly or indirectly any

decision-making authority concerning such sale or any supervisory authority over the services to be rendered. This rule also applies to subcontracts with the School District.
Soliciting or accepting any gift, gratuity favor, entertainment, kickback or any items of monetary value from any person who has or is seeking to do business with the District is prohibited.

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

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

Sincerely,

Ivy Sipes
Sourcing Analyst
isipes@psdschools.org

INVITATION FOR BID
RIFFENBURGH ELEMENTARY SCHOOL
WALK-IN FREEZER INSTALLATION
IFB #24-175-001

1.0 BACKGROUND

Poudre School District is requesting lump sum bids for a construction and installation services of a walk-in freezer at Riffenburgh Elementary School.

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

While more than 70% of the District's families choose to send their children to their neighborhood school, the district does support school choice and offers a wide spectrum of educational programs to fit any child's needs. Program options include International Baccalaureate, Core Knowledge, Bilingual/Dual Language Immersion, Hybrid/Online, Expeditionary Learning, Science, Technology, Engineering and Math (STEM) along with extra-curriculars and athletics. The District has two (2) LEED certified school buildings and over 30 Energy Star awards and supports operational sustainability in all areas of work.

Our Schools:

- 32 elementary schools
- 10 middle schools
- 4 comprehensive high schools
- 2 additional combined middle/high schools opening in Fall of 2022
- 6 option (100% choice) schools
- 3 alternative high schools
- 5 charter schools
- 1 online school

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 These General Terms and Conditions apply to all offers made to the District by all prospective Contractors on behalf of District Solicitations including, but not limited to, Invitations for Bid (IFB), Requests for Documented Quotes (DQ), Requests for Qualifications (RFQ) and Requests for Proposals (RFP).

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

2.4 The 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 is: 98-03335.

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

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

2.7 Prior to and as a condition of the provision of any Services under this Agreement, Contractor shall require each person providing such Services to submit to fingerprinting and a background check administered by the District at the District's expense. Contractor shall ensure that no person to whom the District objects based on the results of said fingerprinting and background check provides any Services under this Agreement. If the District objects to any Contractor based on the results of the background check, the Contractor shall not be allowed to provide Services. All information provided and all information received by the District through the Contractor background check and/or other sources, shall be considered and maintained as confidential information under the Colorado Open Records Act and not subject to disclosure to third parties except as required by law.

2.7.1 The successful Contractor(s) must verify that they have done a background check on all of their employees working on school district property. The successful Contractor will be responsible to adhere to any Federal, State, and Local privacy and confidentiality requirements and other laws, regulations or policies governing employee background checks.

2.8 In the event the District has reasonable grounds to believe that any individual assigned to perform work under this agreement has a criminal record, is a registered sex offender, is under the influence of alcohol or other substance, has exhibited violence or based upon other information the District deems reliable; the District may exclude such individual from any school building or grounds or impose reasonable conditions upon such individual's presence upon any school premises. In the judgment of the District, if the agreement cannot be performed as a result of such action, the agreement may be terminated.

2.9 Contractor agrees to provide the items covered in this solicitation in strict accordance with the District's specifications and at the price noted for each item.

2.10 Contractor shall not assign an agreement, as a result of this solicitation, or any of its rights, interests or obligations without the prior written consent of the District. The consent may be withheld for any reason or no reason as determined by the District in its sole discretion.

2.11 It is agreed that no otherwise qualified Contractor shall be excluded from participating in, be denied the benefits of, or be subject to discrimination, including harassment, under any provision of this Agreement on the basis of race; creed; color; national origin; age; sex; pregnancy; physical recovery from childbirth or a related condition; sexual orientation; marital status; veteran status; religion; genetic information; gender expression; gender identity; ancestry; or disability.

2.12 Venue for any and all legal action regarding or arising out of transactions covered herein shall be solely in the District Court in and for Larimer County, State of Colorado. The transactions covered herein shall be governed by the laws of the State of Colorado.

2.13 IFB shall contain a signature of an authorized representative in the space provided on the Bid Certification Form. Failure to properly sign IFB may result in bid being considered non-responsive.

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

2.15 In the case of conflicts between the General Terms and Conditions and the Specific Conditions outlined in this Solicitation, the Special Conditions shall prevail.

2.16 The District shall issue written addenda if substantial changes, which impact the technical submission of IFB, are required. Copies of such addenda will be distributed via the BidNet system. In the event of conflict with the original agreement documents, addenda shall govern all other agreement documents to the extent

specified. Subsequent addenda shall govern over prior addenda only to the extent specified.

2.17 All information and supplemental documentation required in conjunction with this IFB shall be furnished by the Contractor with its bid. If the Contractor fails to supply any required information or documents, its bid may be considered non-responsive and ineligible for award.

2.18 All changes in IFB Documents shall be through written addendum or Question and Answers results posted on BidNet.

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

2.20 The apparent silence or omissions within this solicitation regarding a detailed description of the materials and services to be provided shall be interpreted to mean that only the best commercial practices are to prevail and that only materials and workmanship of first quality are to be used.

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

2.22 Payment for the goods and/or services furnished by the Contractor shall not constitute acceptance thereof. The District shall have the right to inspect such goods and the products of such services, and to reject any or all of which are in the District's judgment defective or nonconforming.

2.23 The District may, at its sole and absolute discretion may do any or all of the following:

2.23.1 Reject any and all or parts of any or all bids submitted by prospective Contractors;

2.23.2 Re-advertise this solicitation;

2.23.3 Postpone or cancel the bid process for this solicitation;

2.23.4 Waive any irregularities or technicalities that are not qualified as a requirement for responsiveness in this IFB or in bids received in conjunction with this IFB.

2.23.5 Determine the criteria and process whereby bids are evaluated and awarded.

2.24 Contact with District personnel regarding this IFB, other than inquiries to the specific Procurement Agent identified in this document, may be grounds for elimination from the selection process.

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

2.26 Contractors must note in the IFB response any intent to use subcontractors. The person providing services, 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 Contractor fails to notify the District of its intent to use subcontractors in the proposal submittal, the proposal may be considered a void offer. If Contractor is issued an intent to award, a list of identified subcontractors will need to be provided to the District during the subsequent contracting process. Subcontractors will be allowed only by written permission of the District. The Contractor 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 Contractor. Nothing contained in the Contract or any subcontract shall create any contractual relation between any subcontractor and the District.

2.27 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.

2.28 The District reserves the right to negotiate further, request additional information or enter into an agreement with one (1) or more Contractors. The District may make such inquiries and conduct such investigations as it deems necessary to determine the qualifications and ability of the Contractor(s) to provide the services or products called for under the solicitation and/or represented in the Contractor(s)'s response. Contractor(s) shall provide information in a timely manner to the District in connection with such inquiries and investigations.

2.29 Should the District determine in its sole discretion that only one (1) Contractor is fully qualified or that one (1) Contractor is clearly more highly qualified than the others under consideration, an Agreement may be negotiated and awarded to that Contractor.

2.30 The successful Contractor(s) will be required to enter into a negotiated agreement with the District prior to the start of work.

2.31 The agreement language will control over any language contained within this IFB that conflicts with the signed and fully executed agreement.

2.32 Pricing will remain fixed and firm for the initial term and all extensions of the Agreement.

2.33 The Contractor shall provide the services as an independent contractor of the District and the persons performing such services shall not be considered employees of the District. As such, the Contractor 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

2.33.1 The Contractor shall be exclusively responsible for: (a) all compensation, employment tax withholdings and payments, and all fringe benefits for its employees in full compliance with all applicable federal, state and local laws; (b) all insurance 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 contractors and subcontractors for goods and/or services directly or indirectly related to this solicitation.

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

2.34 The District may make such reasonable investigations as deemed proper and necessary to determine the ability of the Contractor to perform the work and the Contractor shall furnish to the District all such information and data for this purpose as may be requested. The District further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such Contractor fails to satisfy the District that such Contractor is properly qualified to carry out the obligations of the Agreement and to complete the work/furnish the item(s) contemplated therein.

2.35 Although this solicitation specifies the number of goods and/or scope of services intended to be purchased by the District, it is understood and agreed that the District may, during the term of the Agreement, adjust the quantity of goods and/or the scope of services at the Agreement price from the awarded Contractor. The option, if exercised, is the prerogative of the District and shall be honored by the Contractor as a condition of the Agreement award.

2.36 The Contractor shall be responsible to correct, at its expense, any problems, defects and/or deficiencies in service reported which do not meet the specifications set forth in the Scope of Work.

2.37 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, its employees, representatives and subcontractors agrees to abide by all applicable Federal, State and Local codes, laws, rules and regulations, including all OSHA requirements. The awarded Contractor shall also furnish all supplies, which conform to all applicable safety codes and regulations. Any fines levied by the above-mentioned authorities because of inadequacies to comply with these requirements shall be borne solely by the Contractor. Barricades shall be provided by the Contractor when work is performed in areas traversed by persons or when deemed necessary by the District's Project Manager.

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

2.38.1 All chemicals, equipment and materials proposed and/or used by Contractors 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 be provided to the District upon request.

2.39 **Cooperative Purchasing Efforts**

2.39.1 Poudre School District is a member of, or affiliated with, several regional professional procurement organizations within Colorado and Wyoming. These organizations are comprised of governmental purchasing agents, or agency representatives responsible for the purchasing function. These organizations include:

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

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

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

2.39.5 Members of these organizations, at their discretion, may request use of the agreements or awards that result from this solicitation. Each governmental entity which uses an agreement(s) resulting from this solicitation would establish its own agreement, issue its own orders, schedule deliveries, be invoiced individually, make its own payments, and issue its own exemption certificates as required by the Vendor. It is understood and agreed that the District is not a legally binding party to any contractual agreement made between another governmental entity and the Vendor as a result of this solicitation. The District shall not be liable for any costs or damages incurred by any other entity. Usage by any other entity shall have no negative impact on the District in the current term or in any future terms.

3.0 SPECIFIC CONDITIONS

3.1 The initial agreement between the District and the awarded Contractor(s) is planned to commence upon full execution of the agreement and shall continue through and including December 31, 2024, unless terminated earlier by the District as stated in section 3.1.1 below. Though the agreement will extend through December 31, 2024, it is understood and agreed upon that substantial completion of all identified work be finished by August 1, 2024.

3.1.1 Notwithstanding the planned term of an agreement and/or any extensions thereof as provided in sections 3.1 and 3.1.1 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.

3.2 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 8.0 of this IFB document. Contractor must maintain required insurance during the term of the contract.

3.3 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.

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

3.5 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.

3.6 Performance Bond. A Performance and a Payment Bond shall be submitted by CONTRACTOR for all Contracts in excess of fifty thousand U.S. Dollars ($50,000.00) or if indicated in Article 6. When indicated in Article 6, a clean irrevocable letter of credit payable to the OWNER from a bank acceptable to the OWNER may be substituted for the bonds. 14.2 Each bond shall be in the amount of the Contract sum and shall either be in the form supplied by OWNER or shall be in such other form as approved by OWNER. Each bond shall comply with the requirements of C.R.S. 38-26-105 and 106. 14.3 Regardless of whether a bond or letter of credit is used by the CONTRACTOR and accepted by the OWNER, such bond or letter of credit shall not expire prior to two (2) years following final settlement.

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 Contractor is further responsible for all labor, materials and equipment necessary for satisfactory completion of the scope as identified in Exhibit B.

4.3 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.

4.4 Contractor shall be responsible for all site cleanups, including trash and debris. District dumpsters are not to be used. The building(s) and property of the District shall be left in an 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.

4.5 The 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.

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

4.7 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.

4.8 Contractor will be responsible for all necessary licenses and any necessary permits excluding state, building, and fire permits, which the District will coordinate.

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

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

4.11 Contractor will be responsible for providing a clean and safe environment surrounding the work area at all times, including, if necessary, fencing of equipment, storage and work area.

4.12 Health Standards. The Contractor shall have and maintain a set of protocols and guidelines to meet evolving health and safety requirements and implement communicable diseases protocols, which shall follow guidance and orders from state and/or local public health officials and shall be no less strict than the District's protocols.

4.12.1 Contractor shall ensure all individuals providing Services under this section 4.12.1 for the Contractor wear appropriate personal protective equipment as designated in this solicitation, at all times while on District property.

4.12.2 If the District is directed, or the District determines to limit or restrict access to any or all of its facilities or District Location due to a public health or safety concern, the District may, at its discretion, temporarily delay or stop Contractor's services, with or without prior notice.

5.0 SUBMISSION OF BID

5.1 By signature of the Bid Certification Form, contained within this IFB, and accepted submission through BidNet to this solicitation, the Vendor certifies that submission of this IFB is made without any previous understanding, agreement, or connection either with any persons, firms or corporations offering a IFB for the same items or with the District.

5.2 Bid responses shall contain a signature of an authorized representative in the space provided on the Bid Certification Form.

5.3 The Vendor through submission of the Bid Certification Form certifies that this solicitation is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action.

5.4 It shall be the sole responsibility of the Vendor to ensure their Bid is submitted through BidNet by the submission deadline. Late responses will not be accepted.

6.0 EVALUATION AND AWARD

6.1 During the evaluation process, the District reserves the right, where it may serve the District's best interest, to request additional information, or clarifications from bidders, or to allow corrections of errors or omissions. Amendments or clarifications to submitted response not requested by the District will not be accepted, nor considered following the opening of the response.

6.2 Responses to this IFB will be independently evaluated.

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

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

6.5 Submission of a bid is deemed as acceptance of all terms, conditions and specifications contained in the District's solicitation package initially provided to the Contractor.

6.6 Appeal of Award. Contractor may appeal the award by submitting, in writing, a request for re-consideration to the District's Strategic Sourcing department within seventy-two (72) hours after the receipt of the notice of award.

6.7 For the purposes of solicitation evaluation, bidders must indicate any variances to the specifications and terms and conditions, no matter how slight. If variations are not stated in the bidder'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.

6.8 Modification to this document, exhibits or addenda will be considered invalid will not accepted in any format by the District, and may be cause for disqualification. Proposed modifications may be submitted through BidNet with the submission of a Bid response. Proposed modifications are not considered as accepted unless formally accepted in writing by the procurement agent prior to the intent to award. Submission of a modification, and an intent to award from a solicitation shall not be considered in any way, an acceptance of any proposed modifications by the Vendor.

6.9 Award of contract shall be made to the responsive and responsible bidder meeting the specifications and as deemed to be in the best interests of the District. Interviews may be requested with one or more respondents. Final evaluation may be based on, but not limited to, any or all of the following: price, adherence to specifications, performance, previous experience with similar projects, references, product availability and delivery time. Those Bids that are clearly non-responsive to the stated requirements may be eliminated prior to this evaluation.

6.10 This solicitation, or submitted agreement from a Contractor, 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 response , or the entire response as deemed in the best interest of the District.

7.0 WARRANTIES

7.1 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.

7.2 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.

7.3 The Contractor shall further warrant that all work shall be free of defects of material and workmanship for a period of two (2) years minimum and/or as required in the Bid Documents. The Contractor agrees it will, at its own expense, repair and replace all such defective work and all other work damaged thereby which become defective during the term of the Guarantee Warranty. Whenever guarantees or warranties are required by the specifications for a longer period than the two (2) year warranty, such period shall govern. The District shall have the full benefit of longer warranties provided by the Contractor/Manufacturer.

7.4 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.

7.5 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.

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

8.0 **Insurance.** Contractor shall procure and maintain the required insurance specified below for the duration of the 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 the agreement. Specified coverages and amounts may be provided by a combination of a primary policy plus an umbrella or following form excess policy. All insurance shall be with a carrier licensed in the state of Colorado and shall have a minimum A.M. Best rating of A- VII. Memorandums of Insurance will not be accepted.

Any insurance and/or self-insurance carried by the District is excess of the coverage extended to the District by Contractor. Contractor shall provide at least thirty (30) days' advance written notice to the District prior to cancellation, change of coverage, or non-renewal.

Commercial General Liability

Minimum Limits

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

g. The policy shall provide for Bodily Injury and Property Damage, Premises and Operations, Products/Completed Operations, Personal/Advertising Injury and liability assumed under an Insured Contract (including defense costs).
h. The policy shall be endorsed to include the following additional insured language: "Poudre School District R-1, its elected officials, employees, agents, and volunteers shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor" and shall be insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract. Copy of policy endorsement must be attached to the Certificate of Insurance.
i. The policy shall cover the Contractor's completed operations and that coverage shall be kept in place for up to the statute of repose.

Commercial Automobile Liability Providing Coverage for Owned, Non-Owned, and Leased or Hired Vehicles (if vehicles will be utilized in performing the work)

a. Bodily Injury & Property Damage
Combined Single Limit Minimum $1,000,000
b. If Contractor operates vehicles in performing any services under this Contract, the policy shall be endorsed to include the following additional insured language: "Poudre School District R-1, its elected officials, employees, agents, and volunteers shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor" and shall be insured to the full limits of

liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract. Copy of policy endorsement must be attached to the Certificate of Insurance.

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

Minimum Limits

• State of Colorado	Statutory
• Employer's Liability	$100,000 Each Accident $500,000 Disease – Policy Limit $100,000 Disease – Each Employee

- Waiver of subrogation in favor of Poudre School District R-1.

8.1 **Indemnification.** 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, grievance, charge or proceeding brought in connection with or related to Contractor'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.

8.2 Governmental Immunity. It is specifically understood and agreed that nothing contained in this Agreement shall be construed as an express or implied waiver by the District of any of the immunities, rights, benefits, protections, or other provisions of the Colorado Constitution or Governmental Immunity Act, C.R.S. §§ 24-10-101 *et seq*, as now or hereafter amended.

9.0 REFERENCES

References are mandatory – List three (3) references for which your company has completed similar services for projects of similar scope. Colorado K-12 public school references are preferred, if available.

9.1 Company Name_____

Address _____

Contact Person _____

Telephone _____

Email _____

Describe type of work/service performed or items supplied _____

_____

9.2 Company Name_____

Address _____

Contact Person _____

Telephone _____

Email _____

Describe type of work/service performed or items supplied _____

_____

9.3 Company Name_____

Address _____

Contact Person _____

Telephone _____

Email _____

Describe type of work/service performed or items supplied _____

_____

10.0 BID CERTIFICATION

RIFFENBURGH ELEMENTARY SCHOOL
WALK-IN FREEZER INSTALLATION
IFB #24-175-001

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 December 2, 2023, 2:00 p.m. MT.

The undersigned hereby affirms that:

- Contractor is a duly authorized agent of the company issuing this IFB and that all information provided in the Bid is true and accurate.
- Contractor has read the conditions and technical specifications, which were made available to the company in conjunction with this IFB, and fully understands and accepts these terms unless specific variations have been expressly listed in the Bid.
- Contractor will adhere to all terms and conditions and provide, at a minimum, all services as expressed in the IFB and/or the company's Bid responding to the IFB.
- Contractor meets or exceeds all of the required criteria as specified by this IFB, or if not, has submitted a Justification for Consideration addressing any failure to meet the criteria.
- Contractor's Bid is being offered independently of any other Contractor and in full compliance with the terms specified in the IFB.
- Contractor will accept any awards made to it, as a result of this IFB for a minimum of ninety (90) calendar days following the date and time of the IFB closing.

Company Name: _____

Signature of Agent: _____

Printed Name: _____

Title: _____

E-mail address: _____

Mailing address: _____

Phone Number: _____

Contact Person: _____
(If different from Agent – include e-mail address and phone number)

NOTE: Bids submitted without the signature of an authorized agent of the company may be considered non-responsive and ineligible for the award.

11.0 BID FORM

RIFFENBURGH ELEMENTARY SCHOOL
WALK-IN FREEZER INSTALLATION
IFB #24-175-001

Provide the information requested. Poudre School District reserves the right to reject any or all Bids or any parts thereof. This IFB may be awarded to one (1) Contractor. Contractor agrees to furnish all labor and materials to complete the execution of the scope described in the Bid Documents and any relating Q&A/addenda.

Base Bid Lump Sum – Riffenburgh Elementary School Walk-In Freezer Installation -

_____Dollars($_____)

Confirm the Q&A Document/Addenda have been received. The modifications to the Bid Documents noted in all Addenda issued have been considered and all costs are included in the above cost(s). It is the responsibility of the Contractor to confirm all project Addenda have been received and included in the submitted Bid (and alter the list below).

Q&A/Addendum # _____ Dated _____ Signature _____

Q&A/Addendum # _____ Dated _____ Signature _____

Company Name: _____

Authorized Agent's Name: _____

Authorized Agent's Signature: _____

Email: _____

Phone: _____

Date: _____