



POUDRE SCHOOL DISTRICT R-1

DOCUMENTED QUOTE REQUEST

DOOR REPLACEMENTS – DUNN ELEMENTARY SCHOOL

DQR #20-121-001

SCHEDULE

DQR Issued:	December 19, 2019
Pre-Quote Meeting (On-Site)	January 7, 2020 10:00 am MST
Questions Due:	January 9, 2020 2:00 pm MST
Quote Due:	January 14, 2020 2:00 pm MST

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**DOCUMENTED QUOTE REQUEST
DOOR REPLACEMENTS – DUNN ELEMENTARY SCHOOL
DQR # 20-121-001**

Poudre School District (the “District”) is requesting qualified Contractors to provide door replacement services as specified in this Documented Quote Request (“DQR” or “Solicitation”).

The District shall provide copies of this DQR to Contractors through the electronic solicitation platform www.bidnetdirect.com where registered Contractors are required to submit their electronic DQR 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 DQR and the Contractor’s response thereto. The District may provide copies of this DQR 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 DQR and their response thereto.

Questions regarding this DQR must be in writing and may be directed to the District via the BidNet platform any time after the issuance of this DQR through and including 2:00 p.m. MST on January 9, 2020. Questions received after the date/time and/or not submitted electronically through the BidNet platform may not be addressed.

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. MST on January 14, 2020, 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 Poudre School District R-1 is prohibited.

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

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

Sincerely,
Jon Babcock
Senior Procurement Agent
jbabcock@psdschools.org

1.0 GENERAL TERMS AND CONDITIONS

- 1.1 This is a solicitation for an offer and is not an offer to contract for goods or services.
- 1.2 These General Terms and Conditions apply to all offers made to the District by all prospective suppliers on behalf of District Solicitations including, but not limited to, Invitations for Bid (IFB), Requests for Documented Quotes (DQR), Requests for Qualifications (RFQ) and Requests for Proposals (RFP).
- 1.3 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 agreement.
- 1.4 Contractor must provide all requested information. Failure to do so may result in rejection of the bid at the option of the District.
- 1.5 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.
- 1.6 There is no expressed or implied obligation for the District to reimburse Contractors for any expenses incurred in preparing bids in response to this solicitation.
- 1.7 Bids must meet or exceed specifications contained in the solicitation document.
- 1.8 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.
- 1.9 Each Contractor (and its employees, representatives and subcontractors) agrees to abide by all applicable Federal, State and Local codes, laws, rules and regulations. The awarded Contractor shall also furnish all supplies, which conform to all applicable safety codes and regulations.
- 1.10 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 offering a bid for the same items or with the District. The Contractor also certifies that his bid is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action.
- 1.11 Notwithstanding any other term or provision of this IFB, the District's obligations hereunder are expressly subject to its budgeting and appropriation of sufficient funds for each fiscal year (July 1 - June 30) an agreement is in effect. In no event, shall the District's obligations in an agreement constitute a multiple-fiscal year direct or indirect debt or other financial obligation under Article X, Section 20(4)(b) of the Colorado Constitution.

- 1.12 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.
- 1.13 Contractor shall provide any and all services covered by a District issued purchase order or agreement, as an independent Contractor of the District, and the persons performing such services shall not be considered employees of the District. 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 coverage's 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, works' 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 the solicitation.
- 1.14 Contractor certifies, represents, warrants and agrees that it will not knowingly employ or contract with an illegal alien to provide services under this agreement, and will not enter into a contract with a subcontractor that fails to certify to Contractor that the subcontractor will not knowingly employ or contract with an illegal alien to provide services under this agreement. Contractor also certifies, represents, warrants and agrees that it will confirm the employment eligibility of all its employees who are newly hired for employment to provide services under this agreement through Contractor's participation in either: (a) the E-Verify Program created under federal law and jointly administered by the Department of Homeland Security and the Social Security Administration; or (b) the Colorado Department of Labor and Employment Program ("Department Program") established pursuant to C.R.S. § 8-17.5-102(5)(c).
- 1.15 Contractor shall not use either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this agreement is being performed. If Contractor obtains actual knowledge that a subcontractor providing services under this agreement knowingly employs or contracts with an illegal alien, Contractor shall notify the subcontractor and the District within three (3) days that Contractor has such actual knowledge and terminate the subcontract within three (3) days of providing the notice if the subcontractor has not stopped employing or contracting with the illegal alien. Contractor shall comply with any reasonable request made by the Department of Labor and Employment in the course of an investigation undertaken pursuant to the authority of C.R.S. § 8-17.5-102(5). If Contractor participates in the Department Program, it shall: (a) notify the District and the Department of Labor and Employment of such participation as required by law; and (b) within twenty (20) days after hiring an employee to provide services under this agreement, provide to the District a written notarized copy of an affirmation that it has examined the legal work status of such employee, retained file copies of the documents required by 8 U.S.C. § 1324a, and not altered or falsified the identification documents for such employee.

- 1.16 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.
- 1.17 Unless otherwise agreed in writing by the District, delivery of products shall be FOB destination with all transportation and handling charges paid by the awarded Contractor. The District's acceptance of any offer is made in reliance on Contractor's promised delivery date and/or installation of service performance time, as material and basic to the acceptance. If Contractor fails to deliver as and when promised, the District may, without liability and in addition to its other rights and remedies at law or in equity, cancel the order by notice effective when received by Contractor as to goods not yet delivered and services not yet rendered, and purchase substitute goods or service elsewhere and charge Contractor with any loss incurred.
- 1.18 Contractor shall indemnify and hold harmless the District, its elected officials, employees and agents against any and all claims, damages, loss, liability and court awards (including costs, expenses and attorney fees) incurred as a result of any act or omission by Contractor, its employees, agents, subcontractors or assignees arising out of or in connection with the IFB. In the event any goods sold or delivered as a result of this IFB are covered by any patent, copyright or trademark, or application therefor, Contractor shall indemnify and hold harmless the District, its elected officials, employees and agents from any and all claims, damages, loss, liability and court awards (including costs, expenses and attorney fees) incurred as a result of any claims, legal actions or judgments based on the actual or alleged manufacture, sales or use of such goods in violation, infringement or the like or rights under such patent, copyright or trademark, or applications therefor.
- 1.19 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.
- 1.20 Contractor agrees to not refuse to hire, discharge, promote, demote, or to otherwise discriminate in matters of compensation against any person otherwise qualified solely because of race, creed, sex, national origin, ancestry or physical handicap.
- 1.21 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.
- 1.22 Bids shall contain a signature of an authorized representative in the space provided on the Bid Certification Form. Failure to properly sign bid may result in bid being considered non-responsive.
- 1.23 Where there appears to be variances or conflicts between the General Terms and Conditions and the Special Conditions outlined in this Solicitation, the Special Conditions shall prevail.
- 1.24 The District shall issue written addenda if substantial changes, which impact the technical submission of bids, 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.

- 1.25 All information and supplemental documentation required in conjunction with this bid 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.
- 1.26 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.
- 1.27 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.
- 1.28 Contractors 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.
- 1.29 A purchase order resulting from this solicitation shall be governed by and construed in accordance with the laws of the State of Colorado.
- 1.30 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. In addition to the District's other rights, goods rejected, and goods supplied in excess of quantities specified in a purchase order, may be returned to the Contractor at the Contractor's expense. The District may charge Contractor all expenses of unpacking, examining, repacking and reshipping such goods. In the event the District receives goods whose defects or nonconformity is not apparent upon examination, the District may require replacement and/or payment of damages upon discovery of the defects or nonconformity. Nothing contained herein shall relieve, in any way, Contractor from the obligation of testing, inspection, and quality control.
- 1.31 The District may, at its sole and absolute discretion:
 - 1.31.1 Reject any and all or parts of any or all bids submitted by prospective Contractors;
 - 1.31.2 Re-advertise this solicitation;
 - 1.31.3 Postpone or cancel the bid process for this solicitation;
 - 1.31.4 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

- 1.31.5 Determine the criteria and process whereby bids are evaluated and awarded.
- 1.32 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.
- 1.33 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.
- 1.34 For the purposes of solicitation evaluation, Contractor must indicate any variances to the specifications and terms and conditions, no matter how slight. If variations are not stated in the Contractor's response, it shall be construed that the quote 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.
- 1.35 Appeal of Award. Contractor may appeal the award by submitting, in writing, a request for re-consideration to the District's Procurement Services department within seventy-two (72) hours after the receipt of the notice of award.

2.0 PROJECT SCOPE AND SPECIFICATIONS

In order to create a safer learning environment and comply with the Americans with Disabilities Act (ADA) guidelines, Poudre School District (the District) must replace several doors at Dunn Elementary School (ES).

The District intends to secure a professional contractor to remove certain existing doors and install specified new doors. As identified in the District's 2016 Bond Proposal, Dunn ES requires the continued installation of new passage and secured entry doors. The scope of work will include door slab replacement, simple hardware replacement or the replacement of the entire pre-hung door with jamb and hardware. Locksets are to be re-used wherever possible.

The selected Contractor shall provide all desired services for the successful installation of multiple new doors within District specifications and agreed upon schedule. Contractor shall field verify all measurements and work closely with the Operations Department staff to coordinate this project.

See attached Project Manual/Specifications (Exhibit A) and Spreadsheet (Exhibit B).

Timeline:

- On-Site Pre-Proposal Meeting – **Tuesday January 7, 2020 – 10am MST**
Dunn ES 501 S. Washington Ave., Ft Collins, CO 80521
Meeting is not mandatory but highly recommended
- Questions- submitted to BidNet on or before **Thursday January 9, 2020 – 2 pm MST**
- Any questions will be answered on or before **Friday January 10, 2020 – 2 pm MST**
- Quote - Submit through BidNet your Quote Certification Form (Section 4.0) and your Not to exceed (NTE) Lump Sum proposal (Section 5.0) as your quote on or before **January 14, 2020 – 2 pm MST**
- **The project timeline is June 1, 2020 – August 1, 2020**

3.0 INSURANCE

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

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

Any insurance and/or self-insurance carried by the District is excess of the coverage extended to the District by Provider. Provider shall provide at least thirty (30) days' advance written notice to the District prior to cancellation, change of coverage, or non-renewal. The insurance requirements specified in this section shall not reduce the indemnification liability that Provider has assumed in section 3.1

Commercial General Liability

Minimum Limits

- a. Each Occurrence Bodily Injury & Property Damage \$1,000,000
- b. General Aggregate \$2,000,000
- c. Products/Completed Operations Aggregate \$2,000,000
- d. Personal/Advertising Injury \$1,000,000
- e. Product Liability \$2,000,000
- f. Coverage must be written on an "occurrence" basis.
- g. Poudre School District R-1 and its elected officials, employees, agents, and volunteers shall be named as an additional insured and shall be insured to the full limits of liability purchased by the Provider even if those limits of liability are in excess of those required by this Agreement.

Builders' Risk/Installation Floater

The policy shall:

- a. Cover materials and/or equipment to be installed in existing structures and/or infrastructure.
- b. Be written on a Special Covered Cause of Loss Form including theft, faulty workmanship, mechanical or electrical damage during testing (if applicable) and labor costs to repair damaged work, extra expense.
- c. Delete any exclusions for underground exposures.
- d. Provide coverage for materials and/or equipment installed at the construction site, off- site storage locations and in transit.
- e. Be written on a completed value; the estimated completed value of the project is used as the limit of insurance.
- f. Poudre School District R-1, its elected officials, employees, agents, and volunteers, the contractor, and subcontractors, shall be named insureds under the policy.

Commercial Automobile Liability Providing Coverage for Owned, Non-Owned, and Leased or Hired Vehicles (Only if Provider Operates Vehicles in Performing Any Services Under This Agreement)

Bodily Injury & Property Damage Combined Single Limit	\$1,000,000
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Workers' Compensation and Employers' Liability*

Minimum Limits

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

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

- 3.1 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.

**CERTIFICATE OF INSURANCE LISTING COVERAGES ABOVE
MUST BE SUBMITTED WITH QUOTE REQUEST.**

- - Intentionally left blank - -

4.0 Quote Certification Form

Door Replacements – Dunn ES
DQR #20-121-001

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 **January 14, 2020 2:00 p.m. MST.**

The undersigned hereby affirms that:

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

Contractor 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.

5.0 BID FORM

**Door Replacements – Dunn ES
DQR #20-121-001**

Provide the information requested below. The District reserves the right to reject any or all Bids or any parts thereof. The District's intent is to award a single Contract to one Contractor.

Contractor proposes to furnish all labor and material to complete the execution of Work described in the Bid Documents.

NOT TO EXCEED LUMP SUM – DUNN DOOR REPLACEMENTS

_____ Dollars (\$ _____)

CONFIRMATION OF SCHEDULE:

The undersigned Contractor agrees to achieve Substantial Completion of the Project by the following date. There is no early incentive offered by the District. Intent is to confirm Contractor will complete the project no later than **August 1, 2020**, the date given in the DQR.

Company Name: _____ Date: _____

Authorized Company Representative's Printed Name: _____

Authorized Company Representative's Signature: _____

Email: _____

Phone: _____