



POUDRE SCHOOL DISTRICT R-1

INVITATION FOR BID TRANSPORT NATURAL GAS

IFB #20-709-001

BID SCHEDULE

IFB Posted to BidNet

Monday, July 15, 2019

Questions Due

Friday, July 19, 2019 @ 2:00 p.m. MST

IFB Closing Date

Friday, July 26, 2019 @ 2:00 p.m. MST

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**INVITATION FOR BID
TRANSPORT NATURAL GAS
IFB #20-709-001**

The District is seeking bids from capable Suppliers to procure natural gas supplies for the District's total actual transport natural gas requirements as described herein. Locations to be served are provided in Exhibit A.

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. MST on Friday, July 19, 2019. Questions received after the date/time and/or not submitted electronically through the BidNet platform may not be addressed.

At no time during the solicitation process will communication regarding this IFB be permitted with any District employee other than the Procurement Agent named below until an award has been announced. 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: Every 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. MST on Friday, July 26, 2019, 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,

Kelly Wooden
Senior Procurement Agent

**INVITATION FOR BID
TRANSPORT NATURAL GAS
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1.0 BACKGROUND

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:

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

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

2.0 **GENERAL CONDITIONS**

- 2.1 These General Terms and Conditions apply to all offers made to Poudre School District (hereafter referred to as the District) by all prospective Bidders (herein after referred to as Supplier) on behalf of the District Solicitations including, but not limited to, Invitations for Bid, Requests for Quotes, Requests for Qualifications and Requests for Proposals.
- 2.2 Supplier must provide all requested information. Failure to do so may result in rejection of the Bid at the option of the District.
- 2.3 This is a solicitation for an offer and is not an offer to contract for goods or services.
- 2.4 The School District is exempt from City, County, State and Federal Sales/Excise Taxes. Tax Exempt Certificates will be issued upon request.
- 2.5 Submission of a Bid is deemed as acceptance of all terms, conditions and specifications contained in the solicitation package provided to the Supplier. Any proposed modification must be accepted in writing by the District prior to award of the Bid.
- 2.6 Each Supplier (and its employees, representatives and subcontractors) agrees to abide by all applicable Federal, State and Local codes, laws, rules and regulations, and OSHA. Any fines levied by the above-mentioned authorities because of inadequacies to comply with these requirements shall be borne solely by the Supplier.
- 2.7 Contact with District personnel regarding this Solicitation, other than inquiries to the specific Procurement Agent identified in this document, may be grounds for elimination from the selection process.
- 2.8 It shall be the sole responsibility of the Supplier to ensure their Bid is submitted through the BidNet portal by the opening date/time. Late responses will not be accepted.
- 2.9 There is no expressed or implied obligation for the District to reimburse Suppliers for any expenses incurred in preparing Bids in response to this Bid solicitation.
- 2.10 The Supplier, by affixing their 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 Supplier also certifies that his Bid is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action.
- 2.11 Bids shall contain a signature of an authorized representative in the space provided on the Bid Certification Form. Failure to properly sign Bid may invalidate same and it may not be considered for award.

- 2.12 All information and supplemental documentation required in conjunction with this Bid shall be furnished by the Supplier with their Bid. If the Supplier fails to supply any required information or documents, his Bid may be considered non-responsive and ineligible for award.
- 2.13 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 Supplier believes are confidential and not subject to disclosure under CORA must be submitted separately with a citation to the section of CORA and any other relevant law under which Supplier believes they are confidential. The District, not Supplier, shall determine whether information and materials so identified will be withheld as confidential, but will inform Supplier in advance of disclosure to give it an opportunity to take legal action to protect its interests vis-à-vis the party making the CORA request.
- 2.14 The accuracy of the Bid is the sole responsibility of the Supplier. No changes in the Bid shall be allowed after the submission deadline, except when the Supplier can show clear and convincing evidence that an unintentional factual mistake was made, including the nature of the mistake and the price actually intended.
- 2.15 For services requiring Supplier's presence on District Property, the successful Supplier must provide proof of insurance that meets the insurance requirements stated in Section 6.0 of this Bid document. Supplier must maintain required insurance during the term of the Agreement.
- 2.16 The awarded Firm is not permitted to transfer any of its rights, interests or obligations in the project whether by assignment or otherwise, without prior written consent of the District's Procurement Services Department.
- 2.17 Supplier must note in their response any intent to use subcontractors. The subcontractor's name, address, phone number and three (3) client references, along with the type of work to be performed must be included. Use of subcontractors may be considered as a factor in the District's evaluation process. If the Supplier fails to notify the District of its intent to use subcontractors in their bid submittal, the bid submittal may be considered a void offer. Subcontractors will be allowed only by written permission of the District. The Supplier agrees that it is fully responsible to the District for the acts or omissions of its subcontractors or any persons employed by them, in the same way as it is for the acts and omissions of persons directly employed by the Supplier. Nothing contained in the Agreement or any subcontract shall create any contractual relation between any subcontractor and the District.
- 2.18 The District reserves the right to reject any and all bids or any part thereof, to waive any formalities, and further, to award the bid to the responsible Supplier as deemed in the best interest of the District. There is no expressed or implied obligation for the District to reimburse responding Suppliers for any expenses incurred in preparing proposals in response to this request.

- 2.19 In the event the District has reasonable grounds to believe that any individual assigned to perform work under Solicitation has a criminal record, is a registered sex offender, is under the influence of alcohol or other substance, has exhibited violence or based upon other information the District deems reliable; the District may exclude such individual from any school building or grounds or impose reasonable conditions upon such individual's presence upon any school premises. In the judgment of the District, if an Agreement cannot be performed as a result of such action, the Agreement may be terminated.
- 2.20 The initial Agreement between the District and the awarded Supplier is planned to commence on **September 1, 2019** and is planned to continue in full force and effect through and including June 30, 2020, unless terminated early by the District as provided in section 2.23 below.
- 2.21 The Agreement, at the option of the District, may be extended for up to four (4) additional one (1) year terms, with the commencement of a written mutually agreed upon amendment to the Agreement for each one (1) year term. At the end of each Agreement term, the District reserves the right to re-bid or renegotiate the existing Agreement.
- 2.22 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.
- 2.23 Notwithstanding the planned term of an Agreement and/or any extensions thereof as provided above, the District may terminate the Agreement at any time in its sole discretion for any reason, with or without cause, upon written notice served on the Supplier no less than thirty (30) days prior to the date of termination. In the event of such early termination by the District, the Supplier shall be paid up to the date of termination for services performed under and in accordance with this Agreement.
- 2.24 Independent Contractor
- 2.24.1 The Supplier shall provide the services as an independent contractor of the District. As such, the Supplier shall have the right to determine how and by whom the services will be provided, subject to and consistent with the terms and conditions of this Solicitation.
- 2.24.2 The Supplier shall be exclusively responsible for: (a) all compensation, employment tax withholdings and payments, and all fringe benefits for its employees in full compliance with all applicable federal, state and local laws; (b) all insurance coverages and benefits for its employees in full compliance with all applicable federal, state and local laws, including but not limited to pension or retirement benefits, workers' compensation, unemployment compensation, and Social Security benefits; and (c) all payments to its contractors and subcontractors for goods and/or services directly or indirectly related to this Solicitation.

2.24.3 Nothing in this Solicitation or as a result of this Solicitation shall be construed as creating a single enterprise, partnership, joint venture or employer-employee relationship between a future Supplier and the District. The future Supplier will not be considered a partner, agent or representative of the District and will not represent itself to be a partner, agent or representative of the District. The District is not a partner, agent or representative of any future Supplier and shall not represent itself to be a partner, agent or representative of the Supplier.

2.25 Certification Regarding Illegal Aliens

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

2.25.2 Supplier 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 Firm obtains actual knowledge that a subcontractor providing services under this Agreement knowingly employs or contracts with an illegal alien, Firm shall notify the subcontractor and the District within three (3) days that Firm 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.

Supplier shall comply with any reasonable request made by the Department of Labor and Employment in the course of an investigation undertaken pursuant to the authority of C.R.S. § 8-17.5-102(5). If Supplier participates in the Department Program, it shall: (a) notify the District and the Department of Labor and Employment of such participation as required by law; and (b) within twenty (20) days after hiring an employee to provide services under this 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.

- 2.26 The District may make such reasonable investigations as deemed proper and necessary to determine the ability of the Supplier to perform the work. Supplier 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 response if the evidence submitted by, or investigations of, such Supplier fails to satisfy the District that such Supplier is properly qualified to carry out the obligations of the Agreement and to complete the services therein.
- 2.27 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.
- 2.28 A purchase order and Agreement resulting from this solicitation shall be governed by and construed in accordance with the laws of the State of Colorado.
- 2.29 The awarded Supplier will agree 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.
- 2.30 Supplier may appeal the award by submitting, in writing, a request for reconsideration to the District's Procurement Services Manager within (72) hours after the receipt of the notice of award.
- 2.31 Unless otherwise agreed in writing by the District, delivery of products shall be F.O.B. destination with all transportation and handling charges paid by the awarded Supplier. The District's acceptance of any offer is made in reliance on Supplier's promised delivery date and/or installation of service performance time, as material and basic to the acceptance. If Supplier 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 Supplier as to goods not yet delivered and services not yet rendered, and purchase substitute goods or service elsewhere and charge Supplier with any loss incurred.
- 2.32 In the event the awarded Supplier defaults on its Agreement or the Agreement is terminated for cause due to performance, the District reserves the right to re-procure the materials or services from the next lowest Supplier or from other sources during the remaining term of the terminated/defaulted Agreement. Under this arrangement, the District shall charge the awarded Supplier any differences between its price and the price to be paid to the next lowest Supplier, as well as, any costs associated with the re-solicitation effort which resulted from such default or termination.
- 2.33 During the term of the Agreement, the awarded Supplier shall be responsible to correct, at its expense, any problems, defects and/or deficiencies reported which do not meet the specifications set forth in the Scope of Work. The Supplier will correct all defects and/or deficiencies associated with this Agreement and/or documentation within five (5) business days of notification from the District in writing to the Supplier of such defects and/or deficiencies within such period, as may be necessary to make correction(s) using all due diligence and dispatch as mutually agreed upon between the District and the Supplier.

- 2.34 The awarded Supplier shall submit an invoice to the District's accounts payable department for completed services. The invoice shall reference the appropriate purchase order number. The date of the invoice shall not exceed thirty (30) calendar days from the date of completion of services. Under no circumstances shall the invoice be submitted to the District in advance of the delivery and written acceptance of the services.
- 2.35 Payment for the goods and/or services furnished by the Supplier 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 Supplier at the Supplier's expense. The District may charge Supplier 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, Supplier from the obligation of testing, inspection, and quality control.
- 2.36 Suppliers may offer a cash discount for prompt payment; however, such discounts shall not be considered in determining the lowest net cost for the Bid evaluation purposes.
- 2.37 The District may, at its sole and absolute discretion:
- 2.37.1 Reject any and all or parts of any or all Bids submitted by prospective Suppliers;
 - 2.37.2 Re-advertise this solicitation;
 - 2.37.3 Postpone or cancel the Bid process for this solicitation;
 - 2.37.4 Waive any irregularities or technicalities that are not qualified as a requirement for responsiveness in this Bid or in Bids received in conjunction with this Bid; and/or
 - 2.37.5 Determine the criteria and process whereby Bids are evaluated and awarded.

3.0 SPECIFIC CONDITIONS

- 3.1 The District is committed to be a responsible steward of its natural resources and believes that public education should provide leadership in developing an ethic of sustainability in all its practices. In the District we have both Energy Conservation and Waste Management policies and espouse these values, making environmental stewardship an integral part of the physical plant operation.
- 3.2 The Supplier shall furnish all labor, materials and equipment, necessary for satisfactory Agreement performance.

- 3.3 Upon request, proof shall be available that the Supplier possesses adequate and sufficient equipment and resources to perform quality service and to commence services once the Agreement has been fully executed.
- 3.4 The Supplier shall be responsible for disposing environmentally hazardous waste materials in a manner that is consistent with regulations stipulated by the United States Environmental Protection Agency (EPA), as well as, with any State or locally prescribed procedures. Any costs associated with disposal of above stated materials shall be at the expense of the Supplier.
- 3.5 All chemicals, equipment and materials proposed and/or used by Supplier 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). Safety data sheets (SDS) shall accompany each shipment, when applicable.
- 3.6 The awarded Supplier 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 Supplier shall be required to take safety precautions in an effort to protect persons and District property.
- 3.7 Supplier shall be solely responsible for the safety of its work, materials, equipment, tools, etc. on the site. 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 services. Supplier shall furnish all required personal safety equipment.
- 3.8 Supplier will be responsible for all the necessary licenses required to perform the services as described herein.
- 3.9 During the performance of this Agreement, the Supplier 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 Agreement awarded to the Contractor. The Supplier’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 Agreement.
- 3.10 If the Supplier’s experiences a back order of items from its Supplier or Distributor, the Supplier shall ensure that such back orders are filled within a reasonable period of time. The Supplier shall not invoice the District for back ordered items until items are delivered and accepted by an authorized District representative. The District shall determine what constitutes a reasonable period of time and may verbally cancel back orders, seek the items from another Supplier, and charge the Supplier for any re-procurement costs.
- 3.11 The District will provide access to the premises and related facilities during the Agreement term for regular working hours or outside regular working hours and days as requested by the District.

4.0 SPECIFICATIONS AND SCOPE OF WORK

- 4.1 The District is seeking an Agreement for the supply of transport natural gas services for the listed facilities listed in Exhibit A, for Winter and Summer periods.
- 4.2 The District will accept for consideration only for proposals with full price requirement, no swing, no nominations, one-hundred percent (100%) fully balanced pricing based on the Colorado Interstate Gas (CIG) index. The District is not seeing pricing for above and below nominations.
- 4.3 The District at any time may lock in a fixed price for part or all of the District's natural gas needs. Upon such request, which may be made and accepted via telephone (or other method agreed to by the Parties), the Supplier shall provide a fixed price for the volume and term requested based upon the then prevailing market conditions. Only the District's Energy Manager, or his designee, may bind the District.
- 4.4 The Supplier shall be responsible for installing and maintaining any necessary fixtures and/or facilities, including meters, up to the point of delivery. Delivery will be at the City of Fort Collins, CO gate.
- 4.5 Supplier shall be responsible for the delivery of all quantities of gas actually required by the District. Supplier shall be solely responsible for any charges, penalties and fees (including unauthorized overrun) resulting from their failure to properly administer, nominate, balance or deliver all of the gas required by the District. Should the District, for any reason, be required to purchase gas from any other source, including Xcel Energy sales gas, the Supplier shall be responsible for any penalties and the difference between the actual purchase price and the purchase order price.
- 4.6 Because the Supplier is wholly responsible for the provisioning of all of the gas the District actually requires, the District will not contract for a backup supply.
- 4.7 Supplier shall produce accurate monthly billings that include all of the charges associated with the transport of natural gas to District facilities. This billing will also include those components for which the District has financial responsibility (loss, transport, service and facility, and firm capacity).
- 4.8 The Supplier must be an established natural gas producer, broker, marketer, or utility company who has access to more than one Supplier of natural gas from which producers, brokers, marketers or utility companies are able to make sales to the District.
- 4.9 The awarded Supplier must provide a firm supply of natural gas without interruption, subject only to "force majeure."
- 4.10 The awarded Supplier supplying natural gas under the resulting Agreement must have a current Gas Transportation Agreement and established credit with the applicable distributions companies (LDC).

- 4.11 Pricing including freight, markup and all additional fees and surcharges, which is offered and accepted pursuant to this solicitation, shall be fixed and firm for the initial term of the Agreement. Markup increases may be negotiated for renewal year options.
- 4.12 Previous use history provided in Exhibit B is for informational purposes only and in no way obligates the District to this usage for the resulting Agreement.

5.0 EVALUATION AND AWARD OF AGREEMENT

- 5.1 Responses to this IFB will be independently evaluated.
- 5.2 This IFB may be awarded to one (1) Supplier, 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 time. Those that are clearly non-responsive to the stated requirements may be eliminated prior to this evaluation.
- 5.3 Amendments or clarifications to the submitted Bids not requested by the District will not be accepted, nor considered following the opening of the Bid.
- 5.4 The successful Supplier will be required to enter into and sign a formal Agreement with the District.

6.0 INSURANCE

Supplier and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Agreement are satisfied, insurance against claims for injury to persons or damage to property, which may arise from or in connection with the performance of the work hereunder by the Supplier, the Supplier's agents, representatives, employees or subcontractors. The required insurance shall be written for not less than the amounts specified below or greater if required by law. Specified coverages and amounts may be provided by a combination of a primary policy plus an umbrella or following form excess policy. If not otherwise required by law, lower amounts may be acceptable upon review and written approval by the District's Director of Records and Risk Management. All insurance shall be with a carrier licensed in the state of Colorado and shall have a minimum A.M. Best rating of A- VII. Supplier shall furnish the District's Director of Records and Risk Management with certificates of the required insurance prior to the District's approval and signing of this Agreement, and with renewal certificates prior to the expiration of any required insurance that expires during the term of this Agreement. Certificates of Insurance and all communication regarding insurance shall be sent to:

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

Supplier shall furnish separate certificates and endorsements for each subcontractor to the District. All coverages for subcontractors shall be subject to the minimum requirements. Any insurance and/or self-insurance carried by the District is excess of the coverage extended to the District by Supplier. Supplier and subcontractors 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 6.0 shall not reduce the indemnification liability that Supplier has assumed in sections 6.1, 6.2 and 6.3

Commercial General Liability

Minimum Limits

- a. Each Occurrence Bodily Injury & Property Damage \$5,000,000
- b. General Aggregate \$10,000,000
- c. Products/Completed Operations Aggregate \$10,000,000
- d. Personal/Advertising Injury \$5,000,000
- e. The policy shall include bodily injury, property damage, liability assumed under an insured contract, and completed operations.
- 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 Supplier even if those limits of liability are in excess of those required by this Agreement.
- h. The policy shall include a waiver of subrogation in favor of the District.
- i. The policy shall include coverage for pollution arising from products liability for environmental control equipment, manufacturers and distributors.

Commercial Automobile Liability Providing Coverage for Owned, Non-Owned, and Leased or Hired Vehicles

- a. Bodily Injury & Property Damage
Combined Single Limit Minimum \$5,000,000
- b. Bodily Injury and Property Damage for any owned, hired, and non-owned vehicles used in the performance of this Agreement. If the Scope of Services in the Agreement require the transportation of any hazardous materials or regulated substances, then the policy shall provide coverage for claims resulting in bodily injury, property damage or cleanup costs associated with a pollution condition from transported cargo.
- c. 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 Supplier even if those limits of liability are in excess of those required by this Agreement.
- d. The policy shall include the ISO CA 9948 Form (or its equivalent) for transportation of cargo and a MCS 90 Form in the amount as specified in the Motor Carrier Act.
- e. The Policy shall include a waiver of subrogation in favor of the District.

Workers' Compensation and Employers' Liability*

Minimum Limits

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

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

6.1 Indemnification

Supplier shall indemnify and hold harmless the District and the District's Board members, employees, representatives and agents from and against any and all liability arising from any suit, action, grievance, charge or proceeding brought in connection with or related to 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.

6.2 Indemnification for Hazardous Materials

The Supplier shall indemnify, hold harmless and, not excluding the District's right to participate, defend the District and the District's Board members, employees, representatives and agents from and against any and all liabilities, claims, actions, damages, losses, or expenses including without limitation reasonable attorneys' fees and costs (hereinafter collectively referred to as "claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the Supplier or any of its, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of the Supplier to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the District shall, in all instances, except for claims arising solely from the negligent or willful acts or omissions of the District, be indemnified by the Supplier from and against any and all claims. It is agreed that the Supplier will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this Agreement, the Supplier agrees to waive all rights of subrogation against the District and the District's Board members, employees, representatives and agents for losses arising from the work performed by the Supplier for the District.

The Supplier shall indemnify, hold harmless and, not excluding the District's right to participate, defend the District and the District's Board members, employees, representatives and agents from and against any and all demands, claims, complaints, losses, damages, actions or causes of action, assessments, liabilities, costs or expenses including, without limitation, interest, penalties and reasonable attorney's fees and reasonable expenses of investigation and remedial work (including investigations and remediation by engineers, environmental consultants and similar technical personnel) asserted against or imposed upon or incurred by the District arising in connection with, or resulting from, any Environmental Law, including but not limited to, any use, generation, storage, spill, release, discharge or disposal of any hazardous substance that is now or comes to be located on, at, about or under the property or because of, or in connection with, the violation of any Environmental Law (hereinafter collectively referred to as "claims") to the extent that such claims are caused by the fault of the Supplier, its officers, officials, agents, employees, contractors, volunteers, tenants, subtenants, invitees or licensees. As used in this section: (a) "hazardous substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law as well as the following substances: gasoline, kerosene, or other petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal, state or local laws and regulations, including common law, that relate to health, safety or environmental protection; and (c) "fault" means those nonculpable acts or omissions giving rise to strict liability under any Environmental Law pertaining to hazardous substances, as well as culpable conduct (negligence or willful misconduct). In consideration of the award of this Agreement, the Supplier agrees to waive all rights of subrogation against the District and the District's Board members, employees, representatives and agents for losses arising from the work performed by the Supplier for the District.

6.3 Non-Waiver

The parties hereto understand and agree that the District is relying on, and does not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act et seq., as from time to time amended, or otherwise available to the District and the District's Board members, employees, representatives and agents.

7.0 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.

7.1 Organization Name _____
Address _____
Contact Person _____
Telephone _____
Email _____
Describe type of work/service performed or items supplied _____

7.2 Organization Name _____
Address _____
Contact Person _____
Telephone _____
Email _____
Describe type of work/service performed or items supplied _____

7.3 Organization Name _____
Address _____
Contact Person _____
Telephone _____
Email _____
Describe type of work/service performed or items supplied _____

The District will only accept and consider electronically submitted proposals from Suppliers, which must be submitted and received in the www.bidnetdirect.com electronic solicitation portal on or before **Friday, July 26, 2019 2:00 p.m. MST.**

The undersigned hereby affirms that:

- Supplier is a duly authorized agent of the company issuing this Bid and that all information provided in the Bid is true and accurate.
- Supplier 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.
- Supplier 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.
- Supplier 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.
- Supplier's Bid is being offered independently of any other Supplier and in full compliance with the terms specified in the IFB.
- Supplier 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.

Supplier 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.

9.0 **BID FORM**

TRANSPORT NATURAL GAS
IFB #20-709-001
JULY 26, 2019 - 2:00 P.M. (MST)

BID FORM – TRANSPORT NATURAL GAS

In compliance with this solicitation, the supplier hereby proposes and agrees to perform the Services at the prices specified herein. All costs including but not limited to: taxes, fees, and surcharges, must be included in the pricing noted in the table below. Failure to do so may result in Supplier disqualification. The cost-plus percentage mark-up will remain fixed during the initial term of the Agreement and must be inclusive of all fees and surcharges. Markup increases may be negotiated for renewal year options. **Pricing must be provided to three (3) decimal places for each line item.**

PRICING TABLE

Line #	Description	Cost Plus Percent Mark-up per Dekatherm Firm (Year 1)
9.1	Pricing for <u>Winter</u> Months: January, February, March, November, December	
9.2	Pricing for <u>Summer</u> Months: April, May, June, July, August, September, October	

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 solely 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 _____

Supplier Name: _____

Authorized Agent's Name: _____

Authorized Agent's Signature: _____

Date: _____

10.0 **SUPPLIER INFORMATION**

TRANSPORT NATURAL GAS
IFB # 20-709-001

Suppliers interested and able to provide the services requested in this solicitation, shall complete all blanks indicated below and submit as part of supplier's bid response.

10.1 Submitted by (Supplier name): _____

10.1.1 Corporation _____ Partnership _____ Individual _____

Joint Venture _____ Other (describe) _____

10.1.2 Location and address of office responsible for providing these services:

10.1.3 Name and phone number (toll-free if applicable) for 24-hour emergency contact:

10.2 Number of years your Company has been doing business in the State of Colorado under the name stated above:

_____ years

10.3 Number of years your Company has provided natural gas services as described herein:

_____ years

10.4 If the duration stated in items 10.2 and 10.3 above are not the same, what other services did your Company provide and what other name did your business use during that period which differs?

10.5 Number of employees at the location indicated in 10.1.2: _____

10.6 What assurances can your Company provide that the natural gas delivered is as specified and not contaminated?

10.7 Can your Company guarantee product availability to the District?

Yes _____ No _____

10.7.1 If yes, provide a letter from your source(s) of supply assuring product availability.

10.7.2 Describe your procedure for supplying natural gas in the event your source(s) of supply cannot:

10.8 Is your Company currently, or within the last ten (10) years, been involved in any formal court proceedings regarding any of your services?

Yes _____ No _____

Comments:

11.0 **AGREEMENT**

- 11.1 The District is willing to review and consider governmental and/or K-12 education Supplier Agreements or a negotiated version of the Supplier Agreement. Suppliers shall provide the proposed Agreement mechanism for District review as an exhibit to their response. After review of Supplier Agreement, the District may negotiate the proposed Agreement or may incorporate terms from the Supplier Agreement into a District generated Agreement.
- 11.2 Once the review of responses received has concluded and the intent to award is issued to the recommended Supplier, the recommended Supplier will have seven (7) calendar days to successfully negotiate an Agreement with the District.