



POUDRE SCHOOL DISTRICT R-1

INVITATION FOR BID

PORTABLE TOILET SERVICES

IFB #20-715-006

BID SCHEDULE

IFB Posted to BidNet	March 19, 2020
Questions Due	March 26, 2020 @ 2:00 p.m. MST
Q&A Posted to BidNet by (tentative)	March 30, 2020
IFB Closing Date	April 2, 2020 @ 2:00 p.m. MST

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**INVITATION FOR BID
PORTABLE TOILET SERVICES
IFB #20-715-006**

Poudre School District (the District) is requesting bids from professional and qualified Contractors to provide contracted services for district-wide portable toilet services.

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 March 26, 2020. 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: 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. MST on April 2, 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 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,

Jon Babcock
Senior Procurement Agent
jbabcock@psdschools.org

**INVITATION FOR BID
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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 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 Poudre School District (hereafter referred to as the District) by all prospective Bidders (herein after referred to as Contractor) on behalf of the District Solicitations including, but not limited to, Invitations for Bid, Requests for Quotes, Requests for Qualifications and Requests for Proposals.
- 2.3 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 Bid.
- 2.4 Contractor must provide all requested information. Failure to do so may result in rejection of the Bid at the option of the District.
- 2.5 The School District is exempt from City, County, State and Federal Sales/Excise Taxes. Tax Exempt Certificates will be issued upon request. The District's Tax-Exempt Number: 98-03335.
- 2.6 It shall be the sole responsibility of the Contractor to ensure their Bid is submitted through the BidNet portal by the opening date/time. Late responses will not be accepted.
- 2.7 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.
- 2.8 Bids must meet or exceed specifications contained in the Bid document.
- 2.9 All chemicals, equipment and materials proposed and/or used by Contractor in satisfaction of the terms of this solicitation shall conform to the standards required by the U.S. Department of Labor Occupational Safety and Health Administration (OSHA). Material safety data sheets (MSDS) shall accompany each shipment, when applicable.
- 2.10 The awarded Contractor shall be held entirely responsible for any and all damage to District property, accidents or injuries to employees and the public by reason of work contracted under terms of this IFB. The Contractor shall be required to take safety precautions in an effort to protect persons and District property. Each Contractor (and its employees, representatives and subcontractors) agrees to abide by all applicable Federal, State and Local codes, laws, rules and regulations, and OSHA. The awarded Contractor shall also furnish all supplies, which conform to all applicable safety codes and regulations. Any fines levied by the 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.

- 2.11 The Contractor, by affixing its signature to this Bid, certifies that its 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 its Bid is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action.
- 2.12 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.
- 2.13 In the event the District has reasonable grounds to believe that any individual assigned to perform work under this contract 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 contract cannot be performed as a result of such action, the contract may be terminated.
- 2.14 Contractor shall provide any and all services covered by a District 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.
- 2.15 Contractor 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.

- 2.16 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).
- 2.17 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.

- 2.18 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.

- 2.19 Contractor agrees to furnish the services covered as a result of this solicitation in strict accordance with the District's specifications and at the price noted for each item.
- 2.20 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 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 delivery 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.
- 2.21 The 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 Invitation for Bid. In the event any goods sold or delivered as a result of this Invitation for Bid 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.
- 2.22 The 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.
- 2.23 The successful Contractor 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.
- 2.24 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.
- 2.25 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.
- 2.26 Where there appears to be variances or conflicts between the General Terms and Conditions and the Special Conditions outlined in this Bid Solicitation, the Special Conditions shall prevail.

- 2.27 The District shall issue a written Addendum if substantial changes, which impact the technical submission of Bids, are required. A copy of such addenda will be distributed via the BidNet portal. In the event of conflict with the original contract documents, addenda shall govern all other contract documents to the extent specified. Subsequent addenda shall govern over prior addenda only to the extent specified.
- 2.28 All information and supplemental documentation required in conjunction with this Bid shall be furnished by the Contractor with their Bid. If the Contractor fails to supply any required information or documents, his Bid may be considered non-responsive and ineligible for award.
- 2.29 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.
- 2.30 The apparent silence or omissions within this Bid 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.
- 2.31 The use of the name of a manufacturer, brand, make or catalog designation in specifying an item does not restrict Contractors to the manufacturer, brand, make or catalog designation identification. It is the intention of the District only to establish a grade or quality and/or performance equivalence of the item desired and is not intended to rule out other brands or makes of equality. Where a product description is a manufacturer's name followed by "*or approved equal*," the Contractor may submit a proposed equivalent product by other manufacturers for review. The item on which bids are submitted must be of such character, quality and/or performance equivalence that it will serve as that specified. In submitting bids on an item other than as specified, Contractor shall furnish complete data and identification with respect to the alternate item it proposes to furnish. Consideration will be given to bids submitted on alternate items to the extent that such action is deemed to serve the best interests of the District. The burden of proof as to the comparative quality and suitability of alternative products shall be on the Contractor. If the Contractor does not indicate that the item it proposes to furnish is other than specified, it will be construed to mean that the Contractor shall furnish the exact item described. The District evaluation committee shall be the sole judge as to the comparative quality and suitability of alternative products and its decision shall be final.
- 2.32 The District shall be the sole judge in determining "equals" in regard to quality, price and performance.
- 2.33 Contractors 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.
- 2.34 A purchase order resulting from this solicitation shall be governed by and construed in accordance with the laws of the State of Colorado.

- 2.35 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.
- 2.36 The District may, at its sole and absolute discretion:
- 2.36.1 Reject any and all or parts of any or all Bids submitted by prospective Contractors;
 - 2.36.2 Re-advertise this solicitation;
 - 2.36.3 Postpone or cancel the Bid process for this solicitation;
 - 2.36.4 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
 - 2.36.5 Determine the criteria and process whereby Bids are evaluated and awarded.
- 2.37 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.
- 2.38 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.

3.0 SPECIFIC CONDITIONS

- 3.1 The District is committed to be a responsible steward of its natural resources and believes that public education should provide leadership in developing an ethic of sustainability in all its practices. In the District we have both Energy Conservation and Waste Management policies and espouse these values, making environmental stewardship an integral part of the physical plant operation.
- 3.2 All changes in Bid Documents shall be through written addendum or Q&A results posted on BidNet.
- 3.3 For services requiring Contractor's presence on District Property, the successful Contractor must provide proof of insurance that meets the insurance requirements stated in Section 7.0 of this Bid document. Contractor must maintain required insurance during the term of the contract.
- 3.4 During the performance of this contract, the Contractor agrees to provide a "drug-free workplace." For the purposes of this section, a "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to the contractor. The Contractor's employees are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance during the performance of this Contract.
- 3.5 Where there appears to be variances or conflicts between the information outlined in this IFB and/or the referenced drawings, diagrams and specifications (if applicable), the more stringent requirement shall prevail. In all cases, the Contractor is responsible for notifying the District of the variance or conflict.
- 3.6 If the Contractor experiences a back order of items from its Supplier or Distributor, the Contractor shall ensure that such back orders are filled within a reasonable period of time. The Contractor shall not invoice the District for back ordered items until items are delivered and accepted by an authorized District representative. The District shall determine what constitutes a reasonable period of time and may verbally cancel back orders, seek the items from another Contractor, and charge the Contractor for any re-procurement costs.
- 3.7 The District will provide access to the premises and related facilities during the project for regular working hours or outside regular working hours and days as requested by the District.
- 3.8 The District will respond in a timely manner to requests by the Contractor in cases where there are ambiguities in the work to be performed or resources to be supplied by the District that are not available.

4.0 CONTRACTOR'S RESPONSIBILITIES

- 4.1 The Contractor shall furnish all labor, materials and equipment, necessary for satisfactory Contract performance. A sample contract is provided as Exhibit A.

- 4.2 Upon request, proof shall be available that the Contractor possesses adequate and sufficient equipment and resources to perform quality service and to commence work once the contract has been fully executed.
- 4.3 Contractor shall be responsible for all site cleanups, including trash and debris. District dumpsters are not to be used. The building(s) and property of the District shall be left in an acceptable, as found condition. The Contractor shall remove all unusable materials and debris from the District premises. At completion, the Contractor shall thoroughly clean up all areas where work has been involved as mutually agreed with the District's Project Manager.
- 4.4 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.
- 4.5 All work shall be performed in full compliance with all applicable EPA, OSHA, DOT and State regulations.
- 4.6 Contractor shall be solely responsible for the safety of its work, materials, equipment, tools, etc. on the site and shall, if deemed necessary or expedient, employ, at its own expense, the services of a competent watchman. The District disclaims all responsibility for the safety of the work, materials, equipment tools, etc. or for any damage, which may be done to same due to theft, or any other cause until such time as the District formally accepts the completed work.
- 4.7 Contractor will be responsible for all necessary licenses and any necessary permits.
- 4.8 Contractor agrees that it is fully responsible to the District for the acts or omissions of its subcontractors or of persons employed by them, in the same way as it is for the acts and omissions of persons directly employed by the Contractor. Noting contained in the contract or any subcontract shall create any contractual relation between any subcontractor and the District.
- 4.9 Project estimates, schedules, work activity, other trades not included in the Contract, inspections, and payment requests must be approved by the District Project Manager.
- 4.10 Upon issuance of a purchase order, the Contractor shall adhere to the specified start and completion timeline stated on the purchase order and/or executed agreement. Failure to complete project within the stated dates could result in termination of the contract by the District.
- 4.11 Contractor shall visit the project site prior to commencement of work to verify working area project scope and potential safety issues.
- 4.12 Contractor shall furnish all required personal safety equipment.

- 4.13 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. The buildings and property of the District shall be left in an acceptable as found condition.

5.0 PROJECT SCOPE AND SPECIFICATIONS

- 5.1 Contractor shall provide all labor and equipment necessary to provide portable toilets at locations designated by the District.
- 5.2 Contractor shall designate a single point of contact with whom the District will work to handle all matters related to the contract. The contact person must hold a position that allows the person to take appropriate action for immediate problem resolution. When Contractor representatives are not available (vacation/illness, out of office etc.), an alternate point of contact name and phone number(s) as well as an e-mail address shall be provided to the designated District contact. Contractor shall take directives from the District designated contact(s) only.
- 5.3 Contractor shall provide an itemized invoice to the District's designated contact for services rendered, by site and location.
- 5.4 The Contractor shall provide a sample monthly statement. The Contractor shall be open to monthly adjustments and/or requests for customized formatting to meet the District's accounting and tracking systems.
- 5.5 In the event that the Contractor defaults on the contract and is terminated for cause due to performance the district reserves the right to re-procure the materials or service from the next lowest bidder or from other sources during the remaining term of the terminated/defaulted contract. Under this condition the District will charge the Contractor any difference between the bidder's price, which will be paid to the next low Contractor as well as any costs associated with the re-solicitation effort which may be a result of such default or termination.
- 5.6 Portable Toilet Services must be compliant with State and local regulations and with the noise ordinance within the City of Fort Collins and Larimer County.
- 5.7 Bid shall include all charges associated with portable toilet services including delivery, setup, cleaning, and removing, as well as equipment, transportation and labor.
- 5.8 The Contractor is responsible for Dump fees, State or Local permits.
- 5.9 Services must include pick-up and delivery, complete waste removal, cleaning and odor control, supply of toilet paper, and disinfecting of portable toilet units including disabled access units.
- 5.10 Contractors shall provide waterless hand cleaning stations and/or water-supplied hand cleaning stations as requested by the District.
- 5.11 All newly delivered units shall be empty of waste and in a completely clean condition inside and out, and free from damage.

- 5.12 The Contractor shall be responsible for any damage claims arising from the delivery, use or pickup of equipment including but not limited to damage caused by unsecured units.
- 5.13 Contractor shall clean-up any materials spilled during delivery, cleaning, or pickup of portable toilets.
- 5.14 The Contractor shall replace any unsightly or damaged units with clean units that are in good repair, and monitor units to insure they are clean and in good repair at no additional charge to the District.
- 5.15 Units must be secured to prevent tipping and being blown over due to weather conditions.
- 5.16 It will be the responsibility of the Contractor to wash and clean the inside of all containers as needed, including weekends, so odors and trash are kept at a minimum.
- 5.17 Portable toilet units will be ordered on an as needed basis, to be set-up at various locations throughout the District, **including** the mountain schools. The successful bidder will be provided with maps of the district. Request for services will be by e-mail to the Contractor by a designed District representative, with the placement location of the unit being specified at the time.
- 5.18 Contractor shall provide portable toilets and or cleaning services within 24 hours of receipt of a service request from the District unless otherwise agreed upon by District. These services shall include weekends.
- 5.19 Toilet units shall be removed from the site within 48 hours of the requested service termination date. If wet grounds will prohibit removal of restrooms without damaging turf or other park facilities, the delivery and/ or removal provisions may be modified at the discretion of the District.
- 5.20 Portable toilets shall have all fiberglass shells or equal. No shell components of wood shall be permitted. Specify materials used in toilet paper rollers and toilet seats.
- 5.21 Detailed descriptions and specifications of the item/items being bid should be provided with the bid. Include photos and literature if available. Unless otherwise approved by the District, no substitutions will be made for units specified in the bid.
- 5.22 Contractor shall provide units labeled as men's, women's, handicapped or unisex as requested by the District.
- 5.23 Units must be able to be locked/secured by padlocks. Contractor shall maintain ownership of locks and keys and provide 2 keys to the PSD site.
- 5.24 Multiple units delivered to the same location shall be of the same color.
- 5.25 Contractor may not subcontract work without written permission from the District.

6.0 EVALUATION AND AWARD OF CONTRACT

- 6.1 Responses to this IFB will be independently evaluated.

- 6.2 This IFB may be awarded to one (1) 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.
- 6.3 Amendments or clarifications to the submitted Bids not requested by the District will not be accepted, nor considered following the opening of the Bid.
- 6.4 The successful Contractor will be required to enter into and sign a formal Contract with the District. The Contract language will control over any language contained within this IFB that conflicts with the signed and fully executed Contract. If the Contractor has concerns with the language contained within the proposed Contract, those shall be identified in the Contractor's response.
- 6.4.1 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.
- 6.5 Alternate Bids, approved equals and/or Bids based on group or total awards may be considered. The District reserves the right to make the final determination of actual equivalency or suitability of such Bids with respect to requirements.

7.0 INSURANCE

Contractor shall procure and maintain the required insurance specified below for the duration of this Agreement, which insurance shall be written for not less than the amounts specified or greater if required by law. 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. Contractor 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 Contractor. Contractor 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 7.0 shall not reduce the indemnification liability that Contractor has assumed in section 7.1.

Commercial General Liability

Minimum Limits

- a. Each Occurrence Bodily Injury & Property Damage \$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. Coverage must be written on an "occurrence" basis.
- f. 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 Contractor even if those limits of liability are in excess of those required by this Agreement.

Commercial Automobile Liability Providing Coverage for Owned, Non-Owned, and Leased or Hired Vehicles (Only required if Contractor operates vehicles in performing any services under this Agreement)

Bodily Injury & Property Damage
Combined Single Limit Minimum \$1,000,000

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 Contractor is exempt under the Colorado Workers' Compensation Act AND if Contractor has a current Workers' Compensation Coverage Rejection on file with the Colorado Department of Labor and Employment, Division of Worker's Compensation.

7.1 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.

8.0 REFERENCES

8.1 Please provide three current references.

Company Name	Contact Name	Phone Number and Address	Type of Service IE: Portable Toilets	Contract Start Date

8.2 Please provide references for three recently terminated clients.

Company Name	Contact Name	Phone number	Termination Reason	Termination Date

9.0 **BID CERTIFICATION FORM**

Portable Toilet Services
IFB #20-715-006

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 **April 2, 2020 at 2:00 p.m. MST.**

The undersigned hereby affirms that:

- Contractor is a duly authorized agent of the company issuing this Bid 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.

10.0 BID FORM

**Portable Toilet Services
IFB #20-715-006**

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.

10.1 Pricing:

Price Per Unit:

_____ Dollars(\$ _____)

Price Per Handicap Unit:

_____ Dollars(\$ _____)

Price Per Handwashing Unit if Separate from Toilet Unit:

_____ Dollars(\$ _____)

Provide any additional charges in the table below including variances between weekday, weekend and holiday charges if applicable:

Reason for Additional Charge	Additional Charge Amount Per Unit
	\$
	\$
	\$

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: _____

Date: _____