



# **POUDRE SCHOOL DISTRICT R-1**

## **INVITATION FOR BIDS**

### **WATER DISPENSER AND BOTTLED WATER SERVICE**

**IFB #21-709-001**

#### **BID SCHEDULE**

<b>IFB Posted to Bidnet</b>	<b>December 1, 2020</b>
<b>Supplier Questions Due</b>	<b>December 7, 2020, 2:00 p.m. MST</b>
<b>IFB Closing Date</b>	<b>December 15, 2020, 2:00 p.m. MST</b>

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**INVITATION FOR BIDS**  
**WATER DISPENSER AND BOTTLED WATER SERVICE**  
**IFB #21-709-001**

Poudre School District (“the District”) is requesting bids from professional Suppliers for the supply and delivery of bottled water and rental and/or outright purchase of water dispensers as requested by various District locations.

A copy of the bid and any associated addenda may be obtained from the Rocky Mountain E-Purchasing (“BidNet”) website: <http://www.RockyMountainBidSystem.com>.

Questions regarding this IFB must be in writing and directed to the District through the BidNet platform any time after the issuance of this IFB through and including **2:00 p.m. MST on December 7, 2020**. Questions received after the deadline date/time and/or not submitted electronically through the BidNet platform may not be addressed. Each question submitted, as well as the District’s response thereto, shall be provided in an addendum through BidNet.

***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. Bids must be submitted and received in BidNet’s electronic solicitation portal by **2:00 p.m. MST on December 15, 2020**. At that time the submission portal will close, and no further submissions will be allowed, nor considered.

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.

District staff shall review the bids received in response to this IFB during the bid consideration period commencing on December 15, 2020. During the bid consideration period, the District may ask questions of and/or request additional information from Suppliers who have submitted bids.

**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 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 bids:** Any bid deemed to be collusive or a sham bid will be rejected and reported to authorities as such. Your authorized signature on the 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 bids and to waive any irregularities or informalities.

Sincerely,

Kelly Wooden  
Senior Procurement Agent – [kwooden@psdschools.org](mailto:kwooden@psdschools.org)

**INVITATION FOR BIDS  
WATER DISPENSER AND BOTTLED WATER SERVICE  
IFB #21-709-001**

**BACKGROUND**

The 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 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
- 1 additional elementary school opening in Fall of 2021
- 2 additional combined middle/high schools opening in Fall of 2022
- 6 option (100% choice) schools
- 3 alternative high schools
- 5 charter schools
- 1 online school

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.

Currently the District maintains bottled water and water dispensers in modular buildings that are not plumbed for water, as well as health clinics throughout the District. Individual schools and departments may be currently utilizing and paying for water dispensers and bottled water service. Individual schools and departments and at the discretion from their director or principal, may elect but are not required to, utilize bottled water and water dispensers selected from this IFB.

## **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 Supplier must provide all requested information. Failure to do so may result in rejection of the bid at the option of the District.
- 1.3 Bids must meet or exceed specifications contained in this document.
- 1.4 The District is exempt from city, county, state and federal sales/excise taxes. Tax exempt certificates will be issued upon request.
- 1.5 Submission of a bid is deemed as acceptance of all terms, conditions and specifications contained in the District's solicitation package initially provided to the Supplier. Any proposed modification must be accepted in writing by the District prior to award of the agreement.
- 1.6 Each Supplier (and its employees and representative) agrees to abide by all applicable federal, state and local codes, laws, rules and regulations.
- 1.7 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.
- 1.8 Information and materials submitted in response to this solicitation 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 the 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.
- 1.9 Bids shall contain a manual signature of an authorized representative in the space provided on the Bid Certification Form. Failure to properly sign the form may invalidate same and it may not be considered for award.
- 1.10 The accuracy of the solicitation 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.

- 1.11 For services requiring Supplier's presence on District property and the project site, the Supplier must provide proof of insurance that meets the insurance requirements stated in Section 4.0 of this document.
- 1.12 The successful Supplier is not permitted to transfer any interest in the project whether by assignment or otherwise, without prior written consent of the District's Strategic Sourcing Department.
- 1.13 Suppliers are required to submit the name, address, phone number, email address and contact person of at least three (3) K-12 Education resources (Colorado K-12 references are preferred) that have provided the proposed products and services in an educational environment for a minimum of six (6) months.
- 1.14 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.
- 1.15 There is no expressed or implied obligation for the District to reimburse responding suppliers for any expenses incurred in preparing bids in response to this request.
- 1.16 Bids submitted will be evaluated using pre-determined objective rating criteria. Those that are clearly non-responsive to the stated requirements may be eliminated prior to the evaluation.
- 1.17 The District reserves the right to negotiate further with one or more Supplier or to request additional information. The District may make such inquiries and conduct such investigations as it deems necessary to determine the qualifications and ability of the Supplier to provide the services called for under the IFB and/or represented in the Supplier's response. Suppliers shall timely provide information to the District in connection with such inquiries and investigations. A Supplier may be asked to give a presentation to the District regarding its bid.
- 1.18 Should the District determine, in its sole discretion, that only one Supplier is fully qualified or that one Supplier is clearly more highly qualified than the others under consideration, an agreement may be negotiated and awarded to that Supplier.
- 1.19 In the event the District has reasonable grounds to believe that any individual assigned to perform work under this 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.

## 1.20 Fingerprinting and Background Checks

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

1.21 Supplier shall have and maintain a set of protocols and guidelines to meet evolving health and safety requirements and implement COVID-19 protocols, which shall follow guidance and orders from state and/or local public health officials and shall be no less strict than the District's protocols.

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

1.22 The initial agreement between the District and the Supplier is planned to commence January 2021 and continue in full force and effect through and including June 30, 2021, unless earlier terminated by the District as provided in Section 1.23 below.

1.23 For services provided, and at the option of the District, the agreement may be extended beyond year one for up to four (4) additional one-year terms subject to the parties' negotiation of mutually agreeable addendum for each successive one-year term.

1.23.1 Extension of the agreement beyond the initial period is a District prerogative and not a right of the Supplier. The prerogative will be exercised only when such continuation is clearly in the best interest of the District.

1.24 Notwithstanding any other term or provision of this Solicitation, 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.

1.25 Notwithstanding the planned term of an agreement and/or any extensions thereof as provided in Section 1.22 above, 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 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.

## 1.26 Independent Supplier

1.26.1 The Supplier shall provide the services as an independent Supplier 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.

1.26.2 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 Suppliers and subcontractors for goods and/or services directly or indirectly related to this solicitation.

1.26.3 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.

## 1.27 Certification Regarding Illegal Aliens

1.27.1 The 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 a contract with a subcontractor that fails to certify to the Supplier that the subcontractor will not knowingly employ or contract with an illegal alien to provide services under this agreement. The 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 the 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).



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

#### 1.28 Qualifications of Supplier

1.28.1 The District may make such reasonable investigations as deemed proper and necessary to determine the ability of the Supplier to perform the work and the Supplier shall furnish to the District all such information and data for this purpose as may be requested.

1.28.2 The District further reserves the right to reject any bid 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 work/furnish the item(s) contemplated therein.

#### 1.29 Miscellaneous

1.29.1 **Governing Law.** An agreement resulting from this solicitation shall be governed by and construed in accordance with the laws of the State of Colorado. 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.

1.29.2 **Equal Opportunity.** The successful firm will agree not to 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.

- 1.29.3 Appeal of Award. The Supplier may appeal the award by submitting, in writing, a request for re-consideration to the District's Strategic Sourcing Department within seventy-two (72) hours after the receipt of the notice of award.
- 1.29.4 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 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.
- 1.29.5 This solicitation does not commit the District to award an agreement or to pay any costs incurred in the preparation of a bid or to procure an agreement for the services. The District reserves the right to accept or reject any or all bids received as a result of this request or to cancel in part or in its entirety this solicitation if it is deemed to be in the best interest of the District. The District reserves the right to accept any portion of the bid or the entire bid as deemed in the best interest of the District.
- 1.29.6 For the purposes of solicitation evaluation, Supplier must indicate any variances to the specifications and terms and conditions, no matter how slight. If variations are not stated in the Supplier's response, it shall be construed that the bid 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.
- 1.29.7 The District shall not be held responsible for loss due to fire, theft, vandalism or damage.

## **2.0 SCOPE OF WORK**

### **2.1 Scope of Work**

- 2.1.1 Suppliers shall submit a copy of current drinking water certification from the Colorado State Department of Health.
- 2.1.2 All water supplied as a result of this IFB must be "sodium free," less than 5 mg/8oz. serving.
- 2.1.3 Water shall be supplied in sanitized plastic, five-gallon containers with safety seal.
- 2.1.4 There shall be no deposit charges for bottles.

- 2.1.5 District shall have the option for water dispensers to be rented on a month-to-month basis or outright purchase. Suppliers shall offer hot/cold dispensers and cold only dispensers.
  - 2.1.5.1 For all rental dispensers, Supplier shall be responsible for repair, maintenance and regular cleaning of dispensers, as described in section 2.1.15 and such services shall be provided to the District at no cost.
  - 2.1.5.2 For all dispensers that are purchased outright by the District, the District shall be responsible for repair, maintenance and regular cleaning of dispensers.
- 2.1.6 Quantities listed are the District's best estimate and do not obligate the District to order or accept more than its actual requirements as determined by actual needs and availability of appropriated funds. The District reserves the right to adjust the quantities ordered in conjunction with this IFB. There shall be no minimum order quantity.
- 2.1.7 There shall be no additional charge for delivery, fuel surcharges, or any additional fees. Pricing included in the Bid Form shall be all inclusive.
- 2.1.8 Supplier shall maintain a physical branch/office location within the State of Colorado, during the initial term of the agreement and any renewals.
- 2.1.9 Supplier will maintain a regular delivery schedule based on the usage of each location, as determined between the location and the awarded Supplier.
- 2.1.10 Water bottle deliveries shall occur at a minimum of every two (2) weeks unless otherwise indicated by the specific location.
- 2.1.11 The failure to complete deliveries in accordance with the schedule determined by the location and the awarded supplier may result in non-payment of any subsequent/corrective delivery.
- 2.1.12 The District reserves the right to inspect the water bottles and dispensers prior to acceptance and reserves the right to reject and an all items not conforming to the specifications herein.
- 2.1.13 Water bottles and/or rental dispensers shall be replaced within twenty-four (24) hours after the awarded Supplier is notified of an existing problem.
- 2.1.14 Current modular building and health clinic delivery locations are as follows. The District reserves the right to add or remove delivery locations throughout the term of the resulting agreement and any future renewals.

- 2.1.14.1 Bethke Elementary  
5100 School house Dr.  
Timnath, CO 80547  
Current modular usage: 4 modulars, 2 rooms each, 8 total dispensers
- 2.1.14.2 Cache La Poudre Middle  
3515 W. County Rd. 54G  
La Porte, CO 80535  
Current modular usage: 2 modulars, 2 rooms each, 4 total dispensers
- 2.1.14.3 Dunn Elementary  
501 S. Washington Ave.  
Ft. Collins, CO 80525  
Current modular usage: 1 modular, 2 rooms, 2 total dispensers
- 2.1.14.4 Eyestone Elementary  
4000 Wilson Ave.  
Wellington, CO 80549  
Current modular usage: 2 modulars, 2 rooms each, 4 total dispensers
- 2.1.14.5 Kruse Elementary  
4400 McMurry Ave.  
Ft. Collins, CO 80525  
Current modular usage: 1 modular, 2 rooms, 2 total dispensers
- 2.1.14.6 Linton Elementary  
4100 Caribou Dr.  
Ft. Collins, CO 80525  
Current modular usage: 1 modular, 2 rooms, 2 total dispensers
- 2.1.14.7 Poudre Community Academy  
2540 LaPorte Ave.  
Ft. Collins, CO 80521  
Current modular usage: 4 modulars, 2 rooms each, 8 total dispensers
- 2.1.14.8 O’Dea Core Knowledge  
312 Princeton Rd.  
Ft. Collins, CO 80525  
Current modular usage: 2 modulars, 2 rooms each, 4 total dispensers

- 2.1.14.9 Preston Middle School  
4901 Corbett Dr.  
Ft. Collins, CO 80528  
Current modular usage: 3 modulares, 2 rooms each, 6 total dispensers
  - 2.1.14.10 Riffenburgh Elementary  
1320 E. Stuart St.  
Ft. Collins, CO 80525  
Current modular usage: 3 modulares, 2 rooms each, 6 total dispensers
  - 2.1.14.11 Tavelli Elementary  
1118 Miramont Dr.  
Ft. Collins, CO 80524  
Current modular usage: 1 modular, 2 rooms, 2 total dispensers
  - 2.1.14.12 Transportation (LaPorte Center)  
2413 LaPorte Ave.  
Ft. Collins, CO 80521  
Current usage: 1 dispenser in maintenance building and 1 dispenser in warehouse 3, 2 dispensers total
  - 2.1.14.13 Transportation (South Bus Barn)  
6425 Portner Rd.  
Ft. Collins, CO 80525  
Current usage: 1 dispenser in maintenance building and 1 dispenser in office area, 2 dispensers total
  - 2.1.14.14 Wellington Middle  
4001 Wilson Ave.  
Wellington, CO 80549  
Current modular usage: 5 modulares, 2 rooms each, 10 total dispensers
  - 2.1.14.15 Werner Elementary  
5400 Mail Creek Ln.  
Ft. Collins, CO 80525  
Current modular usage: 1 modular, 2 rooms, 2 total dispensers
- 2.1.15 Rental dispensers shall be maintained, cleaned and disinfected at minimum every three (3) months by the Supplier, unless Supplier recommends a more frequent schedule. Such services shall be provided to the District at no cost.
- 2.1.16 Supplier shall maintain a complete list of all rental dispensers within the District. The list shall include at minimum the location and address of dispensers, as well as specific location of each dispenser within the building.

List shall be updated as dispensers are added or removed or when placement of existing dispenser(s) changes. List shall be provided to the District upon request.

2.1.16.1 Supplier shall provide an updated list of rental dispensers to the District's Energy and Sustainability Manager or site designee(s) within ten (10) days of placement of machines.

2.1.17 Supplier shall provide a dedicated account representative to assist the District with requests, questions or concerns. Response times for emails and phone calls, shall be no more than twenty-four (24) hours from delivery of verbal and electronic messages.

2.1.18 Account representative shall be available to meet in person, or virtually if needed, with District representatives on an as needed basis, regarding service updates or concerns, reporting and invoicing questions or concerns, and general account questions.

2.1.19 Supplier shall have a defined process for notifying the District if a change is made to our account representative. The District shall be notified in writing of all account representative changes, including a new point of contact, including name, phone number, and email address.

2.1.20 Additional District schools or locations may participate in Services under all terms and conditions specified within this Agreement. This Agreement in no way binds the District or District Schools to exclusive use of Supplier's services. Discretion to utilize Services is under the direction of each District School Principal or Principal designee. District Principals or Principal designee will adhere to applicable laws, regulations, and District policies.

## 2.2 Ownership

2.2.1 Supplier is and at all times shall remain the exclusive owner of any and all rental dispensers.

2.2.2 Supplier shall pick up rental dispensers that are no longer needed within ten (10) business days after notification is provided in writing to Supplier.

2.2.3 The District will not be held responsible for any loss due to fire, theft, vandalism, or other damage of rental dispensers

## 2.3 Equipment

2.3.1 Dispensers provided to the District as part of this IFB and resulting agreement shall be new and Americans with Disabilities Act (ADA) compliant.

- 2.3.2 Dispensers provided to the District as part of this IFB shall be set up by the Supplier upon delivery and during inspection and cleanings, Supplier shall ensure the dispensers are set up properly, secure and not able to be easily tipped over.
  - 2.3.3 The District reserves the right to accept, refuse, and/or request a replacement should the provided machine(s) fail to meet the District's requirements and expectations.
  - 2.3.4 The District reserves the right to remove or change dispensers at District locations to meet service needs. The District will incur no additional costs or fees for machines, products, or services from the Supplier.
  - 2.3.5 Dispensers offered to the District shall have earned the Energy Star certification and meet Energy Star specifications.
- 2.4 Maintenance and Repair
- 2.4.1 Supplier agrees to provide reasonable service and maintenance for rental dispensers during the term hereof at no cost to the District.
  - 2.4.2 The District shall allow supplier to enter its premises for the purpose of inspection or performance of such maintenance and repair, or necessary replacement or return of rental dispensers.
  - 2.4.3 All dispensers shall have a grounding three-prong plug.
  - 2.4.4 District shall furnish all necessary and reasonable electrical connections, and suitable space for the operation of dispensers.
  - 2.4.5 Supplier shall provide mechanical services, minor repairs or maintenance at a minimum Monday through Friday 8:00 a.m. to 4:00 p.m. (MST).
  - 2.4.6 Supplier shall provide on-site support to District locations within twenty-four (24) hours of notice of dispenser not functioning properly.
  - 2.4.7 Supplier shall be responsible for damage caused to building, equipment, fixtures in vicinity of chemical storage and other such objects. If the damaged object is property of the District, the Supplier's liability shall be to the repair or replacement of the damaged object and surrounding damage, as soon as practical. In the event repairs are not made in a timely manner, and after seven (7) days written notice, the District shall have the right to repair or replace the damaged object and the Supplier shall reimburse the District the full cost of the repair or replacement.

## 2.5 Uniforms and Personnel Requirements

- 2.5.1 Supplier shall require its employees and agents to wear name tags and to dress in uniform with the company's logo when on District premises.
- 2.5.2 Supplier's employees must check in with District office personnel prior to delivering water, placing machines or servicing machines.
- 2.5.3 Supplier's employees must be knowledgeable in the location of dispensers within each District location and shall not require the assist of District staff in locating dispensers.
- 2.5.4 Supplier's employees must conduct themselves in an appropriate and courteous manner.
- 2.5.5 Supplier shall, at all times, conduct its services in a manner that causes the least possible obstruction to traffic inside and outside District locations. The safety and protection of persons and property shall be provided for by the Supplier.

## 2.6 Invoicing

- 2.6.1 Awarded Supplier will provide invoices for the Services at the rate(s) specified in Supplier's response. Invoices shall be submitted to the District's Energy and Sustainability Manager or site designee(s), within thirty (30) days of services provided. Invoices for services shall include location of delivery, items and quantities delivered, dates services were provided.
- 2.6.2 Awarded Supplier will provide a direct point of contact for the District to discuss any invoicing questions or issues.
- 2.6.3 Invoices received from the awarded Supplier will be reviewed and approved by the District's representative, indicating that services have been rendered in conformity with the Agreement and then will be sent to the Finance Department for payment. Invoices will generally be paid within thirty (30) days following the District representative's approval.
- 2.6.4 All invoices must be submitted within 45 days of fiscal year end June 30 and may not include items received by the District outside of the fiscal year July 1 – June 30.

## 2.7 Value Added/Additional Services (Optional)

- 2.7.1 If available, describe any value added/additional services that the Supplier suggests for the District for this program.
- 2.7.2 Describe any other designations, certifications or licenses that the Supplier possesses that are related to this service.



### **3.0 EVALUATION AND AWARD OF AGREEMENT**

- 3.1 Award shall be made to one or more responsive and responsible supplier(s) meeting the specifications and deemed to be in the best interest of the District. Final evaluation may be based on, but not limited to product, price and delivery time.
  - 3.1.1 Those bids that are clearly non-responsive to the stated requirements may be eliminated prior to evaluation.
- 3.2 A submission of a bid in response to this IFB is an offer to contract with the District based upon the terms, conditions, scope of work and specifications contained in this IFB.
- 3.3 All changes in bid documents shall be through written addenda and shall be posted to BidNet.
  - 3.3.1 Amendments or clarifications to the submitted bids not requested by the District will not be accepted, nor considered in awarding the agreement.
- 3.4 The successful Supplier will be required to enter into an agreement prior to the start of project work.
  - 3.4.1 Supplier may provide their proposed contract mechanism for District review as an exhibit to their response.
  - 3.4.2 The District may negotiate the proposed contract or may incorporate terms from the Supplier's contract into a District agreement.

### **4.0 INSURANCE**

Supplier 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. 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](mailto: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 Supplier. Supplier 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 Supplier has assumed in section 4.1 below.

**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 Supplier 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 Supplier operates vehicles in performing any services under this agreement)

Bodily Injury & Property Damage  
 Combined Single Limit Minimum \$1,000,00

**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.

- 4.1 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 Supplier'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.

**5.0 BID FORM**

**WATER DISPENSER AND  
BOTTLED WATER SERVICE  
IFB #21-709-001**

The District reserves the right to reject any or all bids or any parts thereof. Unit cost of each item for rental shall include delivery, set up and installation, fuel surcharges, bottle deposits, service, repair, cleaning, disinfecting, and all additional fees. Unit cost of each item for outright purchase shall include, shipping, delivery, set up and installation, and all additional fees. Pricing will be fixed and firm for the term of the agreement.

	Description	Tier Qty Intervals Per Individual Site Usage	Tiered Unit Price or Tiered Monthly Rental Cost Per Location Initial Term	Tiered Unit Price or Tiered Monthly Rental Cost Per Location Renewal Option 1	Tiered Unit Price or Tiered Monthly Rental Cost Per Location Renewal Option 2	Tiered Unit Price or Tiered Monthly Rental Cost Per Location Renewal Option 3	Tiered Unit Price or Tiered Monthly Rental Cost Per Location Renewal Option 4
5.1	5 Gallon Water in Sealed Plastic Containers						
		Qty 1-5	\$	\$	\$	\$	\$
		Qty 6-10	\$	\$	\$	\$	\$
		Qty 10+	\$	\$	\$	\$	\$
5.2	Hot/Cold Water Dispenser Rental						
		Qty 1-5	\$	\$	\$	\$	\$
		Qty 6-10	\$	\$	\$	\$	\$
		Qty 10+	\$	\$	\$	\$	\$
5.3	Cold Water Only Dispenser Rental						
		Qty 1-5	\$	\$	\$	\$	\$
		Qty 6-10	\$	\$	\$	\$	\$
		Qty 10+	\$	\$	\$	\$	\$
5.4	Disposable Cup Dispenser						
		Qty 1-5	\$	\$	\$	\$	\$
		Qty 6-10	\$	\$	\$	\$	\$
		Qty 10+	\$	\$	\$	\$	\$
5.5	Disposable Cups for Dispenser						
		Qty 1-5 pk	\$	\$	\$	\$	\$
		Qty 6-10 pk	\$	\$	\$	\$	\$
		Qty 10+ pk	\$	\$	\$	\$	\$

5.6	Outright Purchase of Hot/Cold Water Dispenser						
		Qty 1-5	\$	\$	\$	\$	\$
		Qty 6-10	\$	\$	\$	\$	\$
		Qty 10+	\$	\$	\$	\$	\$
5.7	Outright Purchase of Cold Water Only Dispenser						
		Qty 1-5	\$	\$	\$	\$	\$
		Qty 6-10	\$	\$	\$	\$	\$
		Qty 10+	\$	\$	\$	\$	\$

Company name: \_\_\_\_\_

Company representative's signature: \_\_\_\_\_

Date: \_\_\_\_\_

6.0 **BID CERTIFICATION FORM**

**WATER DISPENSER AND  
BOTTLED WATER SERVICE  
IFB #21-709-001**

**Bids must be submitted and received in BidNet’s electronic solicitation portal on or before 2:00 p.m. MST on December 15, 2020.**

The undersigned hereby affirms that:

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

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.**

7.0 **REFERENCE FORM**

**WATER DISPENSER AND  
BOTTLED WATER SERVICE  
IFB 21-709-001**

**References are mandatory** – List three (3), non-Poudre School District, K-12 education references, Colorado K-12 references are preferred, for which you have completed similar services for projects of similar scope. The District may contact these references during the evaluation process.

7.1 Company Name \_\_\_\_\_  
Address \_\_\_\_\_  
Contact Person \_\_\_\_\_  
Telephone \_\_\_\_\_  
Email \_\_\_\_\_  
Describe type of work/service performed or items supplied \_\_\_\_\_  
\_\_\_\_\_

7.2 Company Name \_\_\_\_\_  
Address \_\_\_\_\_  
Contact Person \_\_\_\_\_  
Telephone \_\_\_\_\_  
Email \_\_\_\_\_  
Describe type of work/service performed or items supplied \_\_\_\_\_  
\_\_\_\_\_

7.3 Company Name \_\_\_\_\_  
Address \_\_\_\_\_  
Contact Person \_\_\_\_\_  
Telephone \_\_\_\_\_  
Email \_\_\_\_\_  
Describe type of work/service performed or items supplied \_\_\_\_\_  
\_\_\_\_\_