



**POUDRE SCHOOL DISTRICT R-1  
INVITATION FOR BID**

**BACKUP GENERATOR & TRANSFER SWITCH  
IFB 21-715-001**

**BID SCHEDULE**

**IFB Posted to BidNet**

**December 15, 2020**

**Questions Due**

**December 21, 2020 - 2:00 p.m. MST**

**IFB Closing Date**

**January 6, 2021 - 2:00 p.m. MST**

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**BACKUP GENERATOR & TRANSFER SWITCH**  
**IFB 21-715-001**

Poudre School District (the District) is requesting bids from professional and qualified suppliers for a Kohler generator and a Zenith transfer switch as specified in this Invitation for Bid (IFB).

A copy of the IFB 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 21, 2020. Questions received after the deadline date and 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: Questions 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 January 6, 2021. At that time, the submission portal will close, and no further submissions will be allowed, nor considered.

During the solicitation process and until an award has been announced, communication regarding this IFB will only be permitted with the Procurement Agent named below. Communication with a district employee other than the Procurement Agent named below may disqualify your bid from consideration.

District staff shall review the bids received in response to this IFB during the bid consideration period commencing on January 6, 2021. 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,  
Karen Wailly  
Senior Procurement Agent

## **1.0 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 District 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
- 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 the District by all prospective suppliers (Suppliers) on behalf of District solicitations including, but not limited to, Invitation for Bids (IFB), Request for Quotes (RFQ) and Request for Proposals (RFP).
- 2.3 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 agreement.
- 2.4 Supplier 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 District is exempt from City, County, State and Federal Sales/Excise Taxes. Tax Exempt Certificates will be issued upon request. The District's Tax-Exempt Number is: 98-03335.
- 2.6 There is no expressed or implied obligation for the District to reimburse Suppliers for any expenses incurred in preparing bids in response to this solicitation.
- 2.7 Bids must meet or exceed specifications contained in the solicitation document.
- 2.8 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.
- 2.9 Each Supplier (and its employees, representatives, and subcontractors) agrees to abide by all applicable Federal, State and Local codes, laws, rules, and regulations. The awarded Supplier shall also furnish all supplies, which conform to all applicable safety codes and regulations.
- 2.10 The Supplier, by affixing his signature to the 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 For services requiring Supplier's presence on District property and the project site(s), the Supplier must provide proof of insurance that meets the insurance requirements stated in Section 6.0 of this document.

- 2.12 Notwithstanding the planned term of the agreement and/or any extensions thereof, 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.
- 2.13 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.
- 2.14 In the event the District has reasonable grounds to believe that any individual assigned to perform work under this agreement has a criminal record, is a registered sex offender, is under the influence of alcohol or other substance, has exhibited violence or based upon other information the District deems reliable; the District may exclude such individual from any school building or grounds or impose reasonable conditions upon such individual's presence upon any school premises. In the judgment of the District, if the agreement cannot be performed as a result of such action, the agreement may be terminated.
- 2.15 Supplier shall provide any and all services as an independent Supplier of the District, and the persons performing such services shall not be considered employees of the District. 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 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 Suppliers and subcontractors for goods and/or services directly or indirectly related to the solicitation.
- 2.16 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).

- 2.16.1 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 Supplier obtains actual knowledge that a subcontractor providing services under this agreement knowingly employs or contracts with an illegal alien, Supplier shall notify the subcontractor and the District within three (3) days that 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. 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.
- 2.17 Supplier agrees to provide the equipment as a result of this solicitation in strict accordance with the District's specifications and at the price noted for each item.
- 2.18 Unless otherwise agreed in writing by the District, delivery of equipment shall be FOB 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.
- 2.19 Supplier 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.
- 2.20 Supplier agrees to not refuse to hire, discharge, promote, demote, or to otherwise discriminate in matters of compensation against any person otherwise qualified solely because of race, creed, sex, national origin, ancestry, or physical handicap.
- 2.21 Venue for any and all legal action regarding or arising out of transactions covered herein shall be solely in the District Court in and for Larimer County, State of Colorado. The transactions covered herein shall be governed by the laws of the State of Colorado.

- 2.22 Bids shall contain a signature of an authorized representative in the space provided on the Bid Certification Form. Failure to properly sign bid may result in bid being considered non-responsive.
- 2.23 Where there appears to be variances or conflicts between the General Terms and Conditions and the special conditions outlined in this solicitation, the special conditions shall prevail.
- 2.24 The District shall issue written addenda if substantial changes, which impact the technical submission of bids, are required. These addenda will be distributed via the BidNet system.
- 2.24.1 In the event of conflict with the original agreement documents, addenda shall govern all other agreement documents to the extent specified. Subsequent addenda shall govern over prior addenda only to the extent specified.
- 2.25 All information and supplemental documentation required in conjunction with this bid shall be furnished by the Supplier with its bid. If the Supplier fails to supply any required information or documents, its bid may be considered non-responsive and ineligible for award.
- 2.26 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.
- 2.27 The apparent silence or omissions within this solicitation regarding a detailed description of the materials and services to be provided shall be interpreted to mean that only the best commercial practices are to prevail and that only materials and workmanship of first quality are to be used.
- 2.28 Substitutions after award for equipment unavailability or unforeseen conditions may be considered only under the following criteria:
- 2.28.1 Unforeseen change to original project scope
- 2.28.2 Cannot be delivered during the progress of the work
- 2.28.3 Will no longer be available during the progress of the work
- 2.28.4 The quality of the material, as specified, no longer meets the specifications
- 2.28.5 Supplier shall be required to justify the substitution, confirm warranty, etc. Acceptance or rejection of a request will be based on the District's opinion to adaptability, durability, quality, aesthetics, and agreement amount change, compared to the specified or noted items.



- 2.29 Suppliers may offer a cash discount for prompt payment; however, such discounts shall not be considered in determining the lowest net cost for bid evaluation purposes.
- 2.30 A purchase order resulting from this solicitation shall be governed by and construed in accordance with the laws of the State of Colorado.
- 2.31 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.
- 2.32 The District may, at its sole and absolute discretion:
- 2.32.1 Reject any and all or parts of any or all bids submitted by prospective Suppliers;
  - 2.32.2 Re-advertise this solicitation;
  - 2.32.3 Postpone or cancel the bid process for this solicitation;
  - 2.32.4 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
  - 2.32.5 Determine the criteria and process whereby bids are evaluated and awarded.
- 2.33 Information and materials submitted in response to this IFB may be considered public records subject to disclosure under the Colorado Open Records Act ("CORA"), C.R.S. §§ 24-72-200.1 to -205.5. Information and materials that 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.

- 2.34 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 its 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.
- 2.35 Appeal of Award. 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.

### **3.0 SPECIFIC CONDITIONS**

- 3.1 The 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.
- 3.1.1 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's services, with or without prior notice.
- 3.2 If the Supplier experiences a back order 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.
- 3.3 Supplier is responsible for monitoring the BidNet website for any additional requirements, addenda, and award information.

### **4.0 PROJECT SCOPE AND SPECIFICATIONS**

- 4.1 The District intends to replace the existing generator and transfer switch in its Information Technology Center with the following equipment.
- 4.1.1 Kohler Standby Generator Model Number 100REZGD  
(100kw, 120/208V, 3 Phase, 4 Wire, 1800rpm, Kohler Engine  
74 K site rated, Fort Collins, CO)
- UL2200 Listed
  - Fuel: Natural Gas
  - EPA Certified

- Weather protective enclosure, steel construction, 85 dBA at 23 feet
- APM402 Controller with Input/Output Module
- Remote annunciator panel
- 4R12X Alternator frame
- 1500W, 120V, Block Heater
- 400A line Circuit Breaker, 100% Rated, Electronic LSI trip
- 10 Amp Float/Equalizing Battery Charger
- Battery, Battery Rack and Cables, with battery heater

4.1.2 GE Zenith Controls ZTGD Series Automatic Transfer Switch

- NEMA 1 indoor enclosure
- Programmed transition with center off position
- 120/208V, 3 pole, 3 phase, 4 wire, 60 Hz
- 400 Amps

4.2 Equipment shall have a one-year warranty

4.3 Delivery of equipment shall be FOB destination with all transportation and handling charges paid by the awarded Supplier.

4.3.1 Delivery coordination required between the District and the awarded Supplier.

**5.0 EVALUATION AND AWARD**

5.1 The District intends to select a single Supplier from whom to purchase the Kohler generator and Zenith transfer switch.

5.2 Award shall be made to the responsive and responsible Supplier meeting the specifications and deemed to be in the best interest of the District. Final evaluation may be based on, but not limited to price, delivery time, adherence to specifications, and previous experience with similar projects.

5.2.1 Non-responsive bids may be eliminated prior to evaluation.

5.3 A submission of a bid in response to this IFB is an offer to contract with the District based upon the IFB terms, conditions, scope of work and specifications.

5.4 All changes in bid documents shall be through written addenda and shall be posted to BidNet.

5.4.1 Amendments or clarifications to the submitted bids not requested by the District will not be accepted, nor considered in awarding the agreement.

**6.0 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 coverage 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 Risk Manager. 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 Risk Manager 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. The standard wording of said certificates shall be amended to state that coverage provided is primary and is not excess to or contributing with any insurance or self-insurance maintained by Supplier. Supplier shall provide at least thirty (30) days’ advance written notice to the District prior to cancellation or change of coverage. The insurance requirements specified in this section shall not reduce the indemnification liability that Supplier has assumed in section 6.1 below.

**Commercial General Liability**

- a. Each Occurrence Bodily Injury & Property Damage \$2,000,000
- b. Each Event Personal Injury \$2,000,000
- c. General Aggregate \$3,000,000
- d. Products/Completed Operations Aggregate \$3,000,000
- e. Coverage must be written on an “occurrence” basis
- f. Poudre School District and its elected officials and employees shall be named as additional insureds; copy of policy endorsement must be attached to the Certificate of Insurance

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

- a. Bodily Injury & Property Damage Combined Single Limit \$1,000,000
- b. Medical Payment Coverage \$5,000
- c. Poudre School District and its elected officials and employees shall be named as additional insureds; copy of policy endorsement must be attached to the Certificate of Insurance

**Workers’ Compensation (Unless Supplier is a sole proprietorship)**

- 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; copy of policy endorsement must be attached to the Certificate of Insurance

- \* 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 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.

**7.0 COST PROPOSAL**

**IFB 21-715-001**

The District intends to award a single Supplier.

The District reserves the right to reject any or all bids or any parts thereof.

➤ **Kohler Standby Generator, Model I00REZGD** \$ \_\_\_\_\_  
*Operation Manuals and Maintenance Manuals are required.*

Lead time \_\_\_\_\_

➤ **GE Zenith Controls ZTGD Series Automatic Transfer Switch** \$ \_\_\_\_\_  
*Operation Manuals and Maintenance Manuals are required.*

Lead time \_\_\_\_\_

**TOTAL** \$ \_\_\_\_\_

Company Name: \_\_\_\_\_ Date: \_\_\_\_\_

Authorized Company Representative's Printed Name: \_\_\_\_\_

Authorized Company Representative's Signature: \_\_\_\_\_

**8.0 BID CERTIFICATION FORM**

**IFB 21-715-001**

**Bids must be submitted and received in BidNet’s electronic solicitation portal on or before 2:00 p.m. MST on January 6, 2021.**

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 solicitation, and fully understands and accepts these terms unless specific variations have been expressly listed in the bid.
- The company will adhere to all terms and conditions and provide, at a minimum, all services as expressed in the solicitation and/or the company’s bid responding to the solicitation.
- The company meets or exceeds all the required criteria as specified by this solicitation, or if not, has submitted a Justification for Consideration addressing any failure to meet the criteria.
- The company’s bid is being offered independently of any other Supplier and in full compliance with the terms specified in Sections 2 and 3 of the solicitation.
- The company will accept any awards made to it, contingent on agreement negotiation, as a result of this solicitation for a minimum of ninety (90) calendar days following the date and time of the solicitation opening.

Company Name \_\_\_\_\_

Mailing address \_\_\_\_\_

Signature of Agent \_\_\_\_\_

Printed Name \_\_\_\_\_

Title \_\_\_\_\_

E-mail 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 award.**