



POUDRE SCHOOL DISTRICT R-1

INVITATION FOR BIDS

FENCING PANELS

IFB 22-701-009

BID SCHEDULE

IFB Issued	March 31, 2022
Questions due	April 7, 2022 – 2:00 p.m. MST
IFB Closing Date	April 14, 2022 – 2:00 p.m. MST

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TEMPORARY FENCING IFB 22-701-009

Poudre School District (“the District”) is soliciting bids from professional and qualified fencing suppliers to provide fencing panels and posts for the District’s two new middle-high schools as specified in this Invitation for Bids (“IFB”).

The District shall provide copies of this IFB to suppliers through the Rocky Mountain E-Purchasing System electronic solicitation platform, <http://www.RockyMountainBidSystem.com> (“BidNet”), where registered suppliers are required to submit their electronic bid responses.

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 April 7, 2022. 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: Every question must be submitted individually. Multiple questions per entry will not be answered.

The District will consider and accept only electronically submitted bids. Bids must be submitted and received in BidNet’s electronic solicitation portal by 2:00 p.m. MST on April 14, 2022. At that time, the submission portal will close, and no further submissions will be allowed.

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 regarding this IFB with a District employee other than the Procurement Agent named below may disqualify a bid from consideration.

District staff will review the bids received in response to this IFB during the bid consideration period commencing on April 14, 2022. 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 District Board of Education shall have a financial interest in the sale to the 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. An 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 or all bids or any parts thereof, 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-curricular 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:

- 32 elementary schools
- 10 middle schools
- 4 comprehensive high schools
- 2 middle/high schools opening Fall 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.

The District is committed to being a responsible steward of our 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 and integral part of the physical plant operation.

2.0 GENERAL TERMS AND CONDITIONS

- 2.1 This is a solicitation for an offer from a prospective contractor (“Contractor”) and is not an offer from the District to enter into an agreement for goods or services.
- 2.2 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.
- 2.3 These General Terms and Conditions apply to all offers made to the District by a Contractor on behalf of District solicitations including, but not limited to, Invitation for Bids (“IFB”), Request for Documented Quotes (“RFQ”), Request for Qualifications (“RFQu”) and Request for Proposals (“RFP”).
- 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 Responses must meet or exceed specifications contained in this document.
- 2.6 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.
- 2.7 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.
- 2.8 All chemicals, equipment and materials proposed and/or used by Suppliers 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 and be provided to the District upon request.
- 2.9 The Supplier and its employees, representatives and subcontractors agree 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 this bid, certifies that his bid is made without previous understanding, agreement, or connection either with any persons, firms or corporations offering a bid for the same items or with the District. The Supplier also certifies that his bid is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action.
- 2.11 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.

- 2.12 In the event the District has reasonable grounds to believe that any individual assigned to perform work under this agreement has a criminal record, is a registered sex offender, is under the influence of alcohol or other substance, has exhibited violence or based upon other information the District deems reliable; the District may exclude such individual from any school building or grounds or impose reasonable conditions upon such individual's presence upon any school premises. In the judgment of the District, if the agreement cannot be performed because of such action, the agreement may be terminated.
- 2.13 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).
 - 2.13.1 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.

- 2.14 Supplier agrees to provide the services covered in this solicitation in strict accordance with the District's specifications and at the price noted.
- 2.15 Unless otherwise agreed in writing by the District, delivery of products shall be FOB destination with all transportation and handling charges paid by the successful Supplier(s). 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.
- 2.16 Supplier shall indemnify and hold harmless the District, its elected officials, employees, and agents against all claims, damages, loss, liability, and court awards, including costs, expenses, and attorney fees, incurred as a result of any act or omission by Supplier, its employees, agents, subcontractors, or assignees arising out of or in connection with the IFB. In the event any goods sold or delivered as a result of this IFB are covered by any patent, copyright or trademark, or application therefor, Supplier 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.
- 2.17 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.
- 2.18 Supplier shall 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.
- 2.19 Venue for 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.
- 2.20 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.

- 2.21 In the case of conflicts between the IFB and any referenced bid documents, the more stringent requirements shall govern. In all cases, the Supplier is responsible for notifying the District of the conflict.
- 2.22 In the case of conflicts between the General Terms and Conditions and the Special Conditions outlined in this Solicitation, the Special Conditions shall prevail.
- 2.23 The District shall issue written addenda if substantial changes, which impact the technical submission of bids, are required. Copies of such addenda will be distributed via the BidNet system. In the event of conflict with the original agreement documents, addenda shall govern all other agreement documents to the extent specified. Subsequent addenda shall govern over prior addenda only to the extent specified.
- 2.24 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.
- 2.25 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 intended.
- 2.26 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.
- 2.27 Supplier 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.
- 2.28 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.
- 2.29 The District may, at its sole and absolute discretion:
- 2.29.1 Reject all or parts of any or all bids submitted by Suppliers.
 - 2.29.2 Re-advertise this solicitation.
 - 2.29.3 Postpone or cancel the bid process for this solicitation.

- 2.29.4 Waive any irregularities or technicalities that are not qualified as a requirement for responsiveness in this IFB or in bids received in conjunction with this bid; and/or
- 2.29.5 Determine the criteria and process whereby bids are evaluated and awarded.
- 2.30 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.
- 2.31 Supplier must indicate in its bid submittal 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 response 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.
- 2.32 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.
- 2.33 Supplier must note in the IFB response any intent to use subcontractors. The subcontractor's name, address, phone number and three 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 the bid submittal, the bid 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.
- 2.34 The District reserves the right to negotiate further with one (1) 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(s) to provide the services/products called for under the solicitation and/or represented in the Supplier(s)'s response. Supplier(s) shall provide

information in a timely manner to the District in connection with such inquiries and investigations.

2.35 Should the District determine in its sole discretion that only one (1) Supplier is fully qualified or that one (1) Supplier is clearly more highly qualified than the others under consideration, an agreement may be negotiated and awarded to that Supplier.

2.36 Independent Contractor

2.36.1 The Supplier shall provide the services as an independent contractor of the District and the persons performing such services shall not be considered employees of the District. As such, the Supplier shall have the right to determine how and by whom the services will be provided, subject to and consistent with the terms and conditions of this solicitation.

2.36.2 The Supplier shall be exclusively responsible for: (a) all compensation, employment tax withholdings and payments, and all fringe benefits for its employees in full compliance with all applicable federal, state and local laws; (b) all insurance coverages and benefits for its employees in full compliance with all applicable federal, state and local laws, including but not limited to pension or retirement benefits, workers' compensation, unemployment compensation, and Social Security benefits; and (c) all payments to its contractors and subcontractors for goods and/or services directly or indirectly related to this solicitation.

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

2.37 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. 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.

2.38 Although this solicitation specifies the number of services intended to be purchased by the District, it is understood and agreed that the District may, during the term of the agreement, adjust the quantity of services at the agreement price from the

successful Supplier(s). The option, if exercised, is the prerogative of the District and shall be honored by the Supplier as a condition of the agreement award.

- 2.39 Successful Supplier shall be responsible to correct, at its expense, any problems, defects and/or deficiencies in service reported which do not meet the specifications set forth in the Scope of Work.

3.0 SCOPE OF WORK

- 3.1 The Supplier is responsible for constructing and delivering portable fencing panels and posts to two (2) middle-high schools:

3.1.1 Timnath Middle-High School – Refer to Exhibit A
4700 East Prospect Road
Timnath, CO 80547

Quantity: 30 panels / field
Quantity: 35 posts / field (1 7/8" schedule 40 posts, 8' long)
Two (2) fields

3.1.2 Wellington Middle-High School – Refer to Exhibit B
2856 Cleveland Avenue
Wellington, CO 80549

Quantity: 30 panels / field
Quantity: 35 posts / field (1 7/8" schedule 40 posts, 8' long)
Two (2) fields

- 3.2 Panel specifications can be found in Exhibit C.

4.0 EVALUATION AND AWARD OF AGREEMENT

- 4.1 Award shall be made to the most 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 cost, lead time, and previous experience with comparable scope/services.

4.1.1 Those bids that are clearly non-responsive to the stated requirements may be eliminated prior to evaluation.

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

5.0 BID PRICING

Timnath Middle-High School

4700 East Prospect Road
Timnath, CO 80547

Price per panel _____

Extended price for 60 panels _____

Price per post _____

Extended price for 70 posts _____

Grand total for Timnath Middle-High School _____

Wellington Middle-High School

2856 Cleveland Avenue
Wellington, CO 80549

Price per panel _____

Extended price for 60 panels _____

Price per post _____

Extended price for 70 posts _____

Grand total for Wellington Middle-High School _____

Lead time after receipt of purchase order _____

6.0 BID CERTIFICATION FORM

Bids must be submitted and received in BidNet’s electronic solicitation portal on or before 2:00 p.m. MST on April 14, 2022.

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 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.

EXHIBIT A

TIMNATH MIDDLE-HIGH SCHOOL AREA TO BE FENCED

EXHIBIT B

WELLINGTON MIDDLE-HIGH SCHOOL AREA TO BE FENCED

EXHIBIT C

FENCE PANEL PHOTOS