



POUDRE SCHOOL DISTRICT R-1

INVITATION FOR BIDS

DISTRICT GENERATOR SERVICES

IFB 22-701-007

BID SCHEDULE

IFB Issued	February 21, 2022
Questions due	February 28, 2022 – 2:00 p.m. MST
IFB Closing Date	March 10, 2022 – 2:00 p.m. MST

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EXHIBIT A – GENERATOR INVENTORY

DISTRICT GENERATOR SERVICES IFB 22-701-007

Poudre School District (“the District”) is soliciting responses from professional and qualified generator service providers to diagnose and repair emergency system generators and associated parts as needed throughout the District year-round, as well as perform scheduled generator maintenance during the month of July based on manufacturer recommendations.

The District shall provide copies of this Invitation For Bid (“IFB”) to service providers through the Rocky Mountain E-Purchasing System electronic solicitation platform, <http://www.RockyMountainBidSystem.com> (“BidNet”), where registered service providers 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 February 28, 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 March 10, 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 March 10, 2022. During the bid consideration period, the District may ask questions of and/or request additional information from service providers 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 combination 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 an integral part of the physical plant operation.

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 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 prospective service provider (“Service Provider”) on behalf of District Solicitations including, but not limited to, Invitation for Bids (“IFB”), Request for Documented Quotes (“RFQ”), Request for Qualifications (“RFQ”) and Request for Proposals (“RFP”).
- 2.4 Service Provider 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 Service Providers for any expenses incurred in preparing bids in response to this solicitation.
- 2.8 All chemicals, equipment and materials proposed and/or used by Service Providers 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 Service Provider and its employees, representatives and subcontractors agree to abide by all applicable Federal, State and Local codes, laws, rules, and regulations. The awarded Service Provider shall also furnish all supplies, which conform to all applicable safety codes and regulations.
- 2.10 The Service Provider, 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 Service Provider 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 Service Provider 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 Service Provider that the subcontractor will not knowingly employ or contract with an illegal alien to provide services under this agreement. Service Provider 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 Service Provider’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 Service Provider 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 Service Provider obtains actual knowledge that a subcontractor providing services under this agreement knowingly employs or contracts with an illegal alien, Service Provider shall notify the subcontractor and the District within three (3) days that Service Provider 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. Service Provider 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 Service Provider 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 Service Provider 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 Service Provider(s). The District's acceptance of any offer is made in reliance on Service Provider's promised delivery date and/or installation of service performance time, as material and basic to the acceptance. If Service Provider 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 Service Provider as to goods not yet delivered and services not yet rendered, and purchase substitute goods or service elsewhere and charge Service Provider with any loss incurred.
- 2.16 Service Provider 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 Service Provider, 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, Service Provider 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 Service Provider 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 Service Provider 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 Service Provider 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 Service Provider with its bid. If the Service Provider 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 Service Provider. No changes in the bid shall be allowed after the submission deadline, except when the Service Provider 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 Service Provider 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 Service Provider 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 prospective Service Providers.
 - 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 Service Provider 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 Service Provider believes they are confidential. The District, not Service Provider, shall determine whether information and materials so identified will be withheld as confidential, but will inform Service Provider 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 Service Provider 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 Service Provider'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. Service Provider 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 Successful Service Provider must provide proof of insurance that meets the insurance requirements stated in section 6.0 of this document.
- 2.34 Service Provider 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 Service Provider 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 Service Provider 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 Service Provider. Nothing contained in the agreement, or any subcontract shall create any contractual relation between any subcontractor and the District.
- 2.35 The District reserves the right to negotiate further with one (1) or more Service Provider 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 Service Provider(s) to provide the services/products called for under the solicitation and/or represented in the Service Provider(s)'s response. Service Provider(s) shall provide information in a timely manner to the District in connection with such inquiries and investigations.
- 2.36 Should the District determine in its sole discretion that only one (1) Service Provider is fully qualified or that one (1) Service Provider is clearly more highly qualified than the others under consideration, an agreement may be negotiated and awarded to that Service Provider.
- 2.37 The successful Service Provider(s) will be required to enter into a negotiated agreement with the District prior to the start of work.
- 2.37.1 The agreement language will control over any language contained within this IFB that conflicts with the signed and fully executed agreement.
- 2.38 The initial agreement between the District and the successful Service Provider(s) is planned to commence upon full execution of the agreement and shall continue through and including June 30, 2023, unless terminated earlier by the District as stated in section 2.39 below.
- 2.38.1 For services provided, and at the option of the District, the agreement may be extended beyond the first term for up to four (4) additional one-year terms, beginning on July 1 of each subsequent year and is subject to the parties' negotiation of mutually agreed upon amendments to the agreement for each one (1) year term.

- 2.38.2 Pricing will remain fixed and firm for the initial term and all extensions of the agreement.
- 2.39 Notwithstanding the planned term of an agreement and/or any extensions thereof as provided in sections 2.38 and 2.38.1, 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 Service Provider no less than thirty (30) days prior to the date of termination. In the event of such early termination by the District, the Service Provider shall be paid up to the date of termination for services performed under and in accordance with this agreement.
- 2.40 Independent Contractor
- 2.40.1 The Service Provider 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 Service Provider 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.
- 2.40.2 The Service Provider 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.
- 2.40.3 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 Service Provider and the District. The future Service Provider 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 Service Provider and shall not represent itself to be a partner, agent, or representative of the Service Provider.
- 2.41 The District may make such reasonable investigations as deemed proper and necessary to determine the ability of the Service Provider to perform the work and the Service Provider 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 Service Provider fails to satisfy the District that such Service Provider is properly qualified to carry out the obligations of the agreement and to complete the work/furnish the item(s) contemplated therein.

- 2.42 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 Service Provider(s). The option, if exercised, is the prerogative of the District and shall be honored by the Service Provider as a condition of the agreement award.
- 2.43 Successful Service Provider 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 SPECIFIC CONDITIONS

- 3.1 Upon issuance of a purchase order, the Service Provider shall contact the District Project Manager within three (3) business days to schedule work. Service Provider shall adhere to the agreed upon start and completion timeline. Failure to complete project within the stated dates could result in termination of the agreement by the District.
- 3.2 Service Provider shall visit the project site prior to commencement of work to verify working area, project scope and safety issues.
- 3.3 Service Provider is responsible for daily reporting of project status, including start and end times. Service Provider must notify the Project Manager when work is completed to schedule a post-installation inspection. Inspection of work shall not relieve the Service Provider of obligation to fulfill the agreement as prescribed. Work not meeting specifications shall be corrected at the Service Provider's expense, and unsuitable work may be rejected. Receipt of pertinent documentation and final inspection of work by the District's Project Manager are required prior to release of final payment to the Service Provider.
- 3.4 Service Provider must provide all tools and materials associated with the generator services projects.
- 3.5 Service Provider shall furnish all required personal safety equipment.
- 3.6 Upon request, proof will be available that the Service Provider possesses adequate and sufficient equipment to perform quality service.
- 3.7 Service Provider must maintain required insurance (Section 6.0) during the term of the agreement.

- 3.8 Proof of material costs shall be provided upon request.
- 3.9 Service Provider shall be responsible for all site cleanup, including trash and debris. District dumpsters are not to be used. The buildings and property of the District shall be left in an acceptable as found condition. The Service Provider shall be responsible for disposing environmentally hazardous waste materials in a manner that is consistent with regulations stipulated by the United States Environmental Protection Agency (EPA), as well as, with any State or locally prescribed procedures. Any costs associated with disposal of above state materials shall be at the expense of the Service Provider.
- 3.10 Service Provider shall be solely responsible for the safety of its work, materials, equipment, tools, etc. on the site and shall, if deemed necessary or expedient, employ, at its own expense, the services of a competent watchman. Service Provider is responsible for the materials, equipment, tools, etc. left on District sites for the duration of the project. The District disclaims all responsibility for the safety of the Work, materials, equipment tools, etc. or for any damage which may be done to same due to theft or any other cause until such time as the District formally accepts the completed Work.
- 3.11 During the performance of this agreement, the Service Provider agrees to provide a “drug-free workplace.” The Service Provider’s employees are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensing, possession, or use of any controlled substance during the performance of this agreement.
- 3.12 The District will provide access to the premises and related facilities during the project for regular working hours or outside regular working hours and days as requested by the District.
- 3.13 The District will respond in a timely manner to requests by the Service Provider in cases where there are ambiguities in the work to be performed or resources to be supplied by the District that are not available.

4.0 SCOPE OF WORK

- 4.1 District generator services consist of maintenance, testing, inspections, oil changes, belt changes, hose changes, and coolant changes. The typical District summer maintenance work includes 8-12 oil changes, 5-10 belt, hose, coolant changes.
- 4.2 The District generator servicing project may begin July 1, 2022, and shall continue daily until complete, with a final completion date no later than July 31, 2022. The District will provide a tentative day schedule and route based on information from previous years as to the number of sites and the types of service that was completed. The gensets being serviced will be grouped to help minimize drive time between

sites. The group list will be modified as needed based on the accomplishments of each day.

- 4.3 The Generator Services work shall be performed during the District workday: 7 a.m. – 3 p.m., Monday through Friday, except for the Information Technology Center. The summer maintenance work for the Information Technology Center building shall be performed at 6 a.m.
 - 4.3.1 A District employee will be available while maintenance work is performed and will be present during transfer switch testing.
- 4.4 The District will schedule maintenance work based on the genset running hours or years between services and will provide a list of service work to be performed each summer. The list will be compiled in April and provided to the awarded Service Provider for pricing to keep within the District's annual budget.
- 4.5 Typically four or five sites can be serviced daily at various locations in Fort Collins (41sites), Wellington (4 sites), Timnath (4 sites), LaPorte (2 sites), and Loveland (1 site) depending on the complexity of the work to be performed. An estimated time frame of 10 to 12 working days should be sufficient to complete the Services. An additional one to two days is required to perform service on the three mountain schools' generators.
- 4.6 The schedule for the three District mountain schools will be modified for drive time considerations. The following are round-trip mileage from the District Electrical Shop (2445 LaPorte Avenue).
 - 4.6.1 Livermore – 38 miles (Livermore is on the route to Red Feather.)
 - 4.6.2 Red Feather – 87 miles
 - 4.6.3 Stove Prairie – 35 miles
- 4.7 The following information for the generators being serviced is available upon request:
 - 4.7.1 Generator make
 - 4.7.2 Model number
 - 4.7.3 Spec number
 - 4.7.4 KW rating
- 4.8 All costs for summer maintenance Services performed shall include parts, fluid, labor, and travel charges, unless specified.

- 4.9 The awarded generator Service Provider and Technicians must possess ESGA (Electrical Generating Systems Association) certifications.
- 4.10 The Service Provider shall provide warranty information.
- 4.11 Bids will only be considered from Service Providers who have been engaged in the business of providing the services as described in this solicitation for a minimum period of five (5) years prior to the date of this solicitation. The successful Service Provider(s) must be able to produce evidence that they have an established satisfactory record of performance for a reasonable period and have sufficient financial support, equipment, and organization to ensure that they can satisfactorily execute the services.
- 4.11.1 Service Provider shall include as part of its bid response a list of agreements it currently has as well as agreements it has completed within the past five (5) years. The list shall provide the organization's name, location, size, and service frequency and complexity for each agreement listed.
- 4.11.2 Service Provider shall include as part of its bid response the size of its workforce and where it obtains its hiring force.
- 4.12 The District reserves the right, before awarding the agreement, to require a Service Provider to submit such evidence of its qualifications as it may deem necessary and may consider any evidence available to it including, but not limited to, the financial, technical, and other qualifications and abilities of the Service Provider.
- 4.13 Unless otherwise provided in this solicitation, the Service Provider shall furnish all labor, materials, and equipment necessary for satisfactory agreement performance. When not specifically identified in this IFB, such materials and equipment shall be of a suitable type and grade for the purpose. All materials, workmanship, and equipment shall be subject to the inspection and approval of the District's Project Manager.
- 4.14 Service Provider shall be required to take safety precautions to protect persons and District property. Service Provider shall conform with all federal, state, and local governmental standards to include, but not be limited to those issued by the Office of Safety and Health Administration (OSHA), the National Institute of Occupational Safety Hazards (NIOSH) and the National Fire Protection Association (NFPA), the National Electric Code (NEC), as well as standards and requirements established by the Colorado Department of Health.
- 4.15 Service Provider shall be held responsible for repairing to the satisfaction of the District or replacing property which is damaged by reason of the Service Provider's operation on District property.

- 4.16 Service Provider shall maintain its company headquarters or a service branch within a 75-mile radius of Fort Collins. This office shall be staffed by a competent company representative who can be contacted during normal working hours and who is authorized to discuss matters pertaining to the agreement.
- 4.17 Service Provider shall:
- 4.17.1 Successfully perform all tasks identified in Section 7.0.
 - 4.17.2 Respond to all performance concerns presented by a District representative regarding the quality of services provided. The District reserves the right to monitor and evaluate the progress and performance of the work to ensure the terms of the agreement resulting from this IFB are being satisfactorily performed
 - 4.17.2.1 Upon notice from the District, unacceptable or unsatisfactory performance of the work shall be corrected within five (5) business days.
 - 4.17.2.2 Upon notice, any employee who is deemed unsatisfactory by the District shall be removed immediately.
- 4.18 Service Provider shall be identifiable by wearing clothing that clearly identifies them as representatives of the Service Provider. This clothing may include shirts/polo shirts, with company logo and name, or other identifying information.

5.0 EVALUATION AND AWARD OF AGREEMENT

- 5.1 Award shall be made to one or more responsive and responsible Service Provider(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 and previous experience with comparable scope/services.
- 5.1.1 Those bids that are clearly non-responsive to the stated requirements may be eliminated prior to evaluation.
 - 5.1.2 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

Service Provider 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. The District's receipt of a Certificate of Insurance from the Service Provider with limits and or coverages that do not meet the requirements does not waive the requirements and the Service Provider shall still be responsible for the limits and coverages stated in this Agreement. Specified coverages and amounts may be provided by a combination of a primary policy plus an umbrella or following form excess policy. 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. Service Provider 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. Memorandums of Insurance will not be accepted. Certificates of Insurance and all communication regarding insurance shall be sent to:

Poudre School District
Attention: Risk Management
2407 Laporte Ave
Ft. Collins, CO 80521
Please Email Certificate to: COI@psdschools.org

Any insurance and/or self-insurance carried by the District is excess of the coverage extended to the District by Service Provider. Service Provider 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 Service Provider has assumed in section 6.1.

Commercial General Liability

Minimum Limits

- Each Occurrence Bodily Injury & Property Damage \$2,000,000
- General Aggregate \$3,000,000
- Products/Completed Operations Aggregate \$3,000,000
- Personal/Advertising Injury \$2,000,000
- Coverage must be written on an "occurrence" basis.
- Poudre School District R-1 and its elected officials, employees, agents, and volunteers shall be named as an additional insured or covered as an additional insured by way of a blanket endorsement and shall be insured to the full limits of liability purchased by the Service Provider 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

- Bodily Injury & Property Damage

Combined Single Limit Minimum \$1,000,000

- If Service Provider operates vehicles in performing any services under this Agreement, the policy shall be endorsed to include the following additional insured language: “Poudre School District R-1, its elected officials, employees, agents, and volunteers shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Service Provider” and shall be insured to the full limits of liability purchased by the Service Provider even if those limits of liability are in excess of those required by this Agreement. Copy of policy endorsement must be attached to the Certificate of Insurance.

Workers’ Compensation and Employers’ Liability

If Service Provider is exempt under the Colorado Workers’ Compensation Act, this requirement will be waived if proof a current Workers’ Compensation Coverage Rejection is on file with the Colorado Department of Labor and Employment, Division of Worker’s Compensation and a copy is submitted to the District.

Minimum Limits

- State of Colorado Statutory
- Employer’s Liability \$100,000 Each Accident
\$500,000 Disease – Policy Limit
\$100,000 Disease – Each Employee
- Waiver of subrogation in favor of Poudre School District R-1.

6.1 Indemnification. Service Provider shall indemnify and hold harmless the District and the District’s Board members, employees, representatives, and agents from and against all liability arising from any suit, action, grievance, charge or proceeding brought in connection with or related to Service Provider’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 BID PRICING

7.1 In compliance with the IFB, the Service Provider hereby proposes and agrees to perform the Services at the prices specified herein. The Services shall be performed in an efficient and diligent manner to the satisfaction of the District’s Project Manager or designee in strict accordance with the District’s specifications.

Inspection Service Points:	
1. Check for water, oil, and fuel leaks	12. Inspect exhaust system
2. Inspect generator housing for damage	13. Inspect and adjust fan belts
3. Inspect generator for rodent damage	14. Inspect hoses for leaks or damage
4. Test fault lamps	15. Inspect fuel system
5. Clean and check condition of battery	16. Check operation of venting system
6. Inspect charging system	17. Check and adjust AC output frequency
7. Check oil level and filter	18. Check and adjust AC voltage output
8. Check coolant level and freeze point	19. Inspect transfer switch and perform simulated power outage test
9. Check engine block heater	20. Submit written report to PSD
10. Clean air filter	
11. Run unit and check for unusual sounds	
Tune-up including sparkplugs and inspection service. <i>*Including travel for summer scheduled maintenance.</i>	Cost:
Oil & filter change for small generators (80 kw. and under) including inspection service <i>*Including travel for summer scheduled maintenance.</i>	Cost:
Oil & filter change for larger generators (above 80 kw. and diesel) including inspection service <i>*Including travel for summer scheduled maintenance.</i>	Cost:
Belts, hoses, & coolant change for smaller generators. All belts/hoses associated with genset shall be changed. Upper, lower, block heater, heater tube caps, etc. (80 kw. and under) including inspection service. <i>*Including travel for summer scheduled maintenance.</i>	Cost:
Belts, hoses, & coolant change for larger generators. All belts/hoses associated with genset shall be changed. Upper, lower, block heater, heater tube caps, etc. (above 80 kw. and diesel) including inspection service. <i>*Including travel for summer scheduled maintenance.</i>	Cost:
Oil & coolant samples if requested by the District at time of inspection service	Cost:
Load bank test if requested by the District (Industry recommendation is 2-4 hours)	Cost:
Service call: Monday – Friday, 7 a.m. – 3 p.m. Vehicle	Labor: Drive time labor: Vehicle Charge: Per mile:
Service call: After-hours, Weekends, Holidays	Labor: Drive time labor: Vehicle Charge: Per mile:
Material Mark-up percentage	%

7.2 Travel time to/from facilities or between facilities does not constitute work hours and the District will not be billed for travel time or expenses.

8.0 REFERENCES

References are required. Provide three (3) Colorado non-District client references for which your company has completed similar services for projects of similar scope within the past 24 months.

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

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

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

9.0 BID CERTIFICATION FORM

Bids must be submitted and received in BidNet’s electronic solicitation portal on or before 2:00 p.m. MST on March 10, 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 Service Provider 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 Service Provider 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 Service Provider’s bid is being offered independently of any other Service Provider and in full compliance with the terms specified in this IFB.
- The Service Provider 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

GENERATOR INVENTORY

KOHLER	
(20)RZ	Bacon
	Bauder
	CLPE
	Johnson
	Kruse
	Laurel
	Moore
	O'Dea
Riffenburgh	
(30)RZ	WMS
(80)RZG	FRHS
(80)RZ72	PHS
(100)KG100	ITC

ONAN	
(20)ES	Bennett
	CLPMS
	Dunn
	Leshner
	Lopez
	Olander
	Timnath
	Werner
(20)GGDB	Barton
	Beattie
	CHS
	Eyestone
	Fullana
	Harris
	Irish
	Kinard
	Linton
	McGraw
	Putnam
	Shepardson
	Traut
(30)DL6	Webber
(35)EK	JSSC
	Tavelli
(35)GGFB	Lincoln
(35)GGFD	Blevins
	Boltz
	Rice
	Zach
(42)GGFE	Bethke
(45)C45 N6	Trans. Bldg. H
(60)GGHE	WHSE #5
(60)ENA	Preston
(75)ENAD	RMHS
(80)DGDA	Livermore
	Red Feather
	Stove Prairie
(125)C125 N6	Bamford
(150)C150 N6	Prospect Field
(150)C150 N6	Timnath MHS
(150)C150 N6	Wellington MHS
(200)DFAA	FCHS