



## **POUDRE SCHOOL DISTRICT R-1**

### **INVITATION FOR BID**

### **FRONT OF CLASSROOM EQUIPMENT INSTALLATION**

**IFB 21-680-012**

#### **BID SCHEDULE**

**IFB Posted to Bidnet**

**February 22, 2021**

**Contractor Questions Due**

**March 2, 2021 – 2 p.m. MST**

**IFB Closing Date**

**March 11, 2021 – 2 p.m. MST**

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**FRONT OF CLASSROOM EQUIPMENT INSTALLATION**  
**IFB 21-680-012**

Poudre School District (“the District”) is requesting bids from professional and qualified contractors to install the District provided Front of Classroom (“FoC”) equipment and accessories as specified in this Invitation for Bid (“IFB”).

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

Questions regarding this IFB must be in writing and directed to the District through the BidNet platform any time after the issuance of this IFB through and including 2:00 p.m. MST on March 2, 2021. 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 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 March 11, 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 March 11, 2021. During the bid consideration period, the District may ask questions of and/or request additional information from contractors 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 the District's families choose to send their children to their neighborhood school, the District does support school choice and offers a wide spectrum of educational programs to fit any child's needs. Program options include International Baccalaureate, Core Knowledge, Bilingual/Dual Language Immersion, Hybrid/Online, Expeditionary Learning, Science, Technology, Engineering and Math ("STEM") along with extra-curriculars and athletics. The District has two LEED certified school buildings and over 30 Energy Star awards and supports operational sustainability in all areas of work.

Our Schools:

- 31 elementary schools
- 10 middle schools
- 4 comprehensive high schools
- 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 contractors (the “Contractors”) on behalf of District solicitations including, but not limited to, Invitation for Bids, 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 Contractor. Any proposed modification must be accepted in writing by the District prior to award of the agreement.
- 2.4 Contractor must provide all requested information. Failure to do so may result in rejection of the bid at the option of the District.
- 2.5 Bids must meet or exceed specifications contained in this solicitation document.
- 2.6 Contractors are required to submit the name, address, phone number, email address and contact person for three (3) organizations that have purchased similar products and services in the past 24 months.
- 2.7 There is no expressed or implied obligation for the District to reimburse Contractors for any expenses incurred in preparing bids in response to this solicitation.
- 2.8 All chemicals, equipment and materials proposed and/or used by Contractor in satisfaction of the terms of this solicitation shall conform to the standards required by the U.S. Department of Labor Occupational Safety and Health Administration (OSHA). **Safety Data Sheets (“SDS”)** shall accompany each shipment, when applicable.
- 2.9 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.
- 2.10 Contractor and its employees, representatives, and subcontractors agrees to abide by all applicable Federal, State and Local codes, laws, rules, and regulations.
- 2.11 The awarded Contractor shall furnish all supplies, which conform to all applicable safety codes and regulations.
- 2.12 Contractor agrees to provide the items covered in this solicitation in strict accordance with the District’s specifications and at the price noted for each item.
- 2.13 Unless otherwise agreed in writing by the District, delivery of products shall be FOB destination with all transportation and handling charges paid by the awarded Contractor.

- 2.14 The District's acceptance of any offer is made in reliance on Contractor's promised delivery date and/or installation of service performance time, as material and basic to the acceptance. If Contractor fails to 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 Contractor as to goods not yet delivered and services not yet rendered, and purchase substitute goods or service elsewhere and charge Contractor with any loss incurred.
- 2.15 For services requiring Contractor's presence on District property and the project site, the Contractor must provide proof of insurance that meets the insurance requirements stated in section 8.0 of the IFB. Contractor must maintain the required insurance for the duration of the Project.
- 2.16 The Contractor, by affixing its signature to this bid, certifies that its bid is made without previous understanding, agreement, or connection either with any persons, firms or corporations offering a bid for the same items or with the District. The Contractor also certifies that its bid is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action.
- 2.17 The successful Contractor is not permitted to transfer any interest in the project whether by assignment or otherwise, without prior written consent of the District's Strategic Sourcing Department.
- 2.18 Contractor must note in the solicitation response any intent to use subcontractors.
- 2.18.1 The subcontractor's name, address, phone number and three client references, along with the type of work to be performed must be included.
- 2.18.2 Use of subcontractors may be considered as a factor in the District's evaluation process.
- 2.18.3 If the Contractor fails to notify the District of its intent to use subcontractors in the bid submittal, the bid may be considered a void offer.
- 2.18.4 Subcontractors will be allowed only by written consent of the District.
- 2.18.5 The Contractor 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 Contractor. Nothing contained in the agreement or any subcontract shall create any contractual relation between any subcontractor and the District.
- 2.19 A submission of a bid in response to this solicitation is an offer to contract with the District based upon the terms, conditions, scope of work and specifications contained in the IFB.

- 2.19.1 The successful Contractor will be required to enter into a negotiated District agreement prior to the start of project work.
- 2.19.2 The agreement language will control over any language contained within this IFB that conflicts with the signed and fully executed agreement.
- 2.20 The agreement between the District and the awarded Contractor is planned to commence upon full execution of a negotiated agreement and issuance of a District purchase order and shall continue through and including June 30, 2022 unless terminated earlier by the District as in section 2.22 below.
- 2.21 For services provided, and at the option of the District, the agreement may be extended beyond the initial agreement period for up to four (4) additional one-year terms subject to the parties' negotiation of mutually agreeable one-year fee schedule for each successive one-year term.
- 2.22 Notwithstanding the planned term of an agreement and/or any extensions thereof as provided in sections 2.20 above, 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 Contractor no less than thirty (30) days prior to the date of termination. In the event of such early termination by the District, the Contractor shall be paid up to the date of termination for services performed under and in accordance with this agreement.
- 2.23 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.
- 2.24 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.
- 2.25 The Contractor shall provide the services as an independent Contractor of the District. As such, the Contractor 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.
- 2.25.1 The Contractor shall be exclusively responsible for: (a) all compensation, employment tax withholdings and payments, and all fringe benefits for its

employees in full compliance with all applicable federal, state and local laws; (b) all insurance coverage's and benefits for its employees in full compliance with all applicable federal, state and local laws, including but not limited to pension or retirement benefits, works' compensation, unemployment compensation, and Social Security benefits; and (c) all payments to its Contractors and subcontractors for goods and/or services directly or indirectly related to the solicitation.

- 2.26 Contractor certifies, represents, warrants, and agrees that it will not knowingly employ or contract with an illegal alien to provide services under this agreement, and will not enter into an agreement with a subcontractor that fails to certify to Contractor that the subcontractor will not knowingly employ or contract with an illegal alien to provide services under this agreement. Contractor also certifies, represents, warrants and agrees that it will confirm the employment eligibility of all its employees who are newly hired for employment to provide services under this agreement through Contractor's participation in either: (a) the E-Verify Program created under federal law and jointly administered by the Department of Homeland Security and the Social Security Administration; or (b) the Colorado Department of Labor and Employment Program ("Department Program") established pursuant to C.R.S. § 8-17.5-102(5)(c).
- 2.26.1 Contractor shall not use either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this agreement is being performed. If Contractor obtains actual knowledge that a subcontractor providing services under this agreement knowingly employs or contracts with an illegal alien, Contractor shall notify the subcontractor and the District within three (3) days that Contractor has such actual knowledge and terminate the subcontract within three (3) days of providing the notice if the subcontractor has not stopped employing or contracting with the illegal alien. Contractor shall comply with any reasonable request made by the Department of Labor and Employment in the course of an investigation undertaken pursuant to the authority of C.R.S. § 8-17.5-102(5). If Contractor participates in the Department Program, it shall: (a) notify the District and the Department of Labor and Employment of such participation as required by law; and (b) within twenty (20) days after hiring an employee to provide services under this agreement, provide to the District a written notarized copy of an affirmation that it has examined the legal work status of such employee, retained file copies of the documents required by 8 U.S.C. § 1324a, and not altered or falsified the identification documents for such employee.
- 2.27 Contractor 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.
- 2.28 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.



- 2.29 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.
- 2.30 Where there appears to be variances or conflicts between the General Terms and Conditions and the Specific Conditions outlined in this solicitation, the Special Conditions shall prevail.
- 2.31 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.
- 2.32 All information and supplemental documentation required in conjunction with this IFB shall be furnished by the Contractor with its bid. If the Contractor fails to supply any required information or documents, its bid may be considered non-responsive and ineligible for award.
- 2.33 The accuracy of the bid is the sole responsibility of the Contractor. No changes in the bid shall be allowed after the submission deadline, except when the Contractor can show clear and convincing evidence that an unintentional factual mistake was made, including the nature of the mistake and the price actually intended.
- 2.34 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.
- 2.35 Contractors 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.
- 2.36 A purchase order resulting from this solicitation shall be governed by and construed in accordance with the laws of the State of Colorado.
- 2.37 Payment for the goods and/or services furnished by the Contractor shall not constitute acceptance thereof. The District shall have the right to inspect such goods and the products of such services, and to reject any or all of which are in the District's judgment defective or nonconforming. In addition to the District's other rights, goods rejected, and goods supplied in excess of quantities specified in a purchase order, may be returned to the Contractor at the Contractor's expense.
- 2.37.1 In the event the District receives goods whose defects or nonconformity is not apparent upon examination, the District may require replacement and/or payment of damages upon discovery of the defects or nonconformity. Nothing

contained herein shall relieve, in any way, Contractor from the obligation of testing, inspection, and quality control.

2.38 The District may, at its sole and absolute discretion:

2.38.1 Reject any and all or parts of any or all bids submitted by prospective Contractors;

2.38.2 Re-advertise this solicitation;

2.38.3 Postpone or cancel the bid process for this solicitation;

2.38.4 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 IFB; and/or

2.38.5 Determine the criteria and process whereby bids are evaluated and awarded.

2.39 Information and materials submitted in response to this IFB may be considered public records subject to disclosure under the Colorado Open Records Act ("CORA"), C.R.S. §§ 24-72-200.1 to -205.5. Information and materials that Contractor believes are confidential and not subject to disclosure under CORA must be submitted separately with a citation to the section of CORA and any other relevant law under which Contractor believes they are confidential. The District, not Contractor, shall determine whether information and materials so identified will be withheld as confidential, but will inform Contractor in advance of disclosure to give it an opportunity to take legal action to protect its interests vis-à-vis the party making the CORA request.

2.40 For the purposes of solicitation evaluation, the Contractor must indicate any variances to the specifications and terms and conditions, no matter how slight. If variations are not stated in the Contractor's response, it shall be construed that the bid fully complies with the specifications and terms and conditions.

2.40.1 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. Variations accepted by the District will be conveyed in writing.

2.41 Warranties

2.41.1 Notwithstanding prior acceptance of goods and services by the District, the Contractor shall expressly warrant all delivered goods and services provided, as properly functioning at the start of operations and compliant with the terms of the agreement and industry standards thereafter. The warranty period will begin at the time the goods and services have been formally accepted in writing by the District.

- 2.41.2 Contractor warrants that all goods and services furnished under the contract shall be merchantable and shall be safe and appropriate for the purpose for which goods and services of like kind are normally used. If Contractor knows or has reason to know the particular purpose for which the District intends to use the goods and service, Contractor warrants that such goods and services shall be fit for that particular purpose. Contractor warrants that all goods furnished under the agreement shall be new unless otherwise specified by the District, and that the title conveyed regarding such goods and services shall be complete and its transfer rightful. Contractor agrees to promptly replace or correct all defects and/or deficiencies in any goods and services not conforming to the foregoing warranties, without expense to the District, provided the District elects to allow Contractor the opportunity to do so.
- 2.41.3 The Contractor will correct all defects and/or deficiencies associated with the agreement and replace incorrect or defective goods and services within five (5) business days of written notification from the District to the Contractor. If, within five (5) business days after written notice by the District to the Contractor, the Contractor has not corrected all defects and/or deficiencies, the District may correct all defects and/or deficiencies at the Contractor's expense.
- 2.41.4 During the warranty period, the Contractor shall be responsible and bear all costs to correct any problems, defects and/or deficiencies reported which do not meet the specifications set forth in the agreement.
- 2.41.5 Defects and/or deficiencies properly noted in writing to the Contractor before expiration of the warranty period will be fully covered regardless of such expiration.
- 2.41.6 In the case of emergency, repairs and/or replacement may be made without notice being given to the Contractor if determined by the District that delay would cause certain loss or damage. The Contractor shall pay the cost of these emergency repairs and/or replacements. Contractor shall, upon District request, provide proof as to the kind and quality of materials and equipment. Contracted work shall, likewise, be free of defects and in conformance with industry standards. Contractor also warrants that its workers will be sufficiently skilled to produce high quality work, free of faults and defects. Work not conforming to these requirements, including unauthorized substitutions, may be considered defective. Contractor further warrants that the construction processes and methods employed to perform the work shall be suitable for the results required and expected. If the Contractor proposes to use an unproved and untried method, process or product, the District must be advised of it in the bid in writing and give approval. The District may permit experimentation but may require special guarantees by the Contractor to cover the experimental work.

2.41.7 By acceptance of an agreement as a result of this IFB, in addition to the guarantees and warranties provided by law, Contractor expressly guarantees and warrants as follows:

- a. That the items to be delivered hereunder will be manufactured, sold and/or installed in compliance with the provisions of all applicable Federal, State and Local laws and regulations.
- b. That nothing contained herein shall exclude or affect the operation of any implied warranties otherwise arising in favor of the District.

## 2.42 Cooperative Purchasing Efforts

Poudre School District is a member of, or affiliated with, several regional professional procurement organizations within Colorado and Wyoming. These organizations are comprised of governmental purchasing agents, or agency representatives responsible for the purchasing function. These organizations include:

2.42.1 Colorado Educational Purchasing Council (CEPC) - A cooperative purchasing organization comprised of purchasing agents/buyers representing all Colorado public school districts.

2.42.2 Multiple Assembly of Procurement Officials (MAPO) - A cooperative purchasing organization comprised of procurement representatives from state, county, municipal, governments, special districts, or school districts along the front range of the Rocky Mountains in Colorado.

2.42.3 Rocky Mountain Governmental Purchasing Association (RMGPA) - A chapter member of the National Institute of Governmental Purchasing (NIGP), consisting of public procurement professionals and their representative agencies which include approximately 100 state, county, and municipal governments; school districts and higher education; and other special districts.

2.42.4 Members of these organizations, at their discretion, may request use of the agreements or awards that result from this solicitation. Each governmental entity which uses an agreement resulting from this solicitation would establish its own agreement, issue its own orders, schedule deliveries, be invoiced individually, make its own payments, and issue its own exemption certificates as required by the Contractor. It is understood and agreed that the District is not a legally binding party to any contractual agreement made between another governmental entity and the Contractor as a result of this solicitation. The District shall not be liable for any costs or damages incurred by any other entity. Usage by any other entity shall have no negative impact on the District in the current term or in any future terms.

### **3.0 SPECIFIC CONDITIONS**

- 3.1 Contractor 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 Contractor's services, with or without prior notice.
- 3.2 Sustainable and recycling practices shall be followed for the duration of the agreement.
  - 3.2.1 The District is committed to be a responsible steward of its natural resources and believes that public education should provide leadership in developing an ethic of sustainability in all its practices. In the District we have both Energy Conservation and Waste Management policies and espouse these values, making environmental stewardship an integral part of the physical plant operation.
  - 3.2.2 Successful Contractor is responsible for removal of all associated packaging materials related to the installation.
- 3.3 Contractor shall be responsible for daily site cleanup, to include trash removal.
  - 3.3.1 District dumpsters shall not be used.
- 3.4 All project estimates, schedules, work activity, inspections and payment requests must be approved by the District project manager or designee ("Project Manager"). Contractor must notify the District Project Manager prior to starting work and when work is finished each day.
- 3.5 Upon issuance of a purchase order, the Contractor shall adhere to the specified start and completion timeline stated on the purchase order. Failure to complete project within the stated dates could result in termination of the agreement by the District.
- 3.6 Contractor shall visit the project site prior to commencement of work to verify working area, project scope and safety issues.
- 3.7 Upon request, proof will be available that the Contractor possesses adequate and sufficient equipment to perform quality service.
- 3.8 Contractor shall furnish all required personal safety equipment.
- 3.9 Contractor will be responsible for obtaining any and all permits.

- 3.10 Contractor, at its own expense, shall repair or replace damages to any equipment, facilities or other personal or real property or equipment, owned or leased by the District which is damaged within the scope of work as a result of any such fault or defect at no cost to the owner.
- 3.11 Contractor shall be responsible for providing a clean and safe environment surrounding the work area at all times including, if necessary, fencing of equipment, storage, and work area. The buildings and property of the District shall be left in an acceptable as found condition.
- 3.12 Contractor shall be solely responsible for the safety of its work, materials, equipment, tools, etc. on the site and shall, if deemed necessary or expedient, employ, at its own expense, the services of a competent watchman. Contractor is responsible for the materials, equipment, tools, etc. left on district sites for the duration of the project. The owner 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 owner formally accepts the completed work.
- 3.13 Services shall be provided as established by work request. All work shall be performed in accordance with accepted standards for work of a similar nature including applicable local and national building codes, industry standards and District specifications.
- 3.14 Contractor shall have its primary business within 75 miles of Fort Collins and be able to have its employees and representatives arrive at District locations by the start of its normal business hours as defined in section 6.5.
  - 3.14.1 Some work may be required to be performed after school hours, approximately 3 p. m. - 10 p.m., or on weekends.
- 3.15 Prior to bid submission, Contractors are encouraged to check the BidNet website to ensure additional requirements are incorporated into its submissions.
- 3.16 The District will provide access to the premises and related facilities during the installation for normal working hours or outside normal working hours and days as requested by the District.
- 3.17 The District will provide adequate drawings of the building to the Contractor as needed to allow for proper installation of equipment.
- 3.18 The District will respond in a timely manner to requests by the Contractor in cases where there are ambiguities in the work to be performed or resources to be supplied by the District that are not available.
- 3.19 The District will designate a primary representative prior to the commencement of work with which the Contractor shall coordinate the work.

## 4.0 **PROJECT SCOPE AND SPECIFICATIONS**

- 4.1 Awarded Contractor shall install the FoC displays, wireless HDMI, document cameras, and accessories as described in section 6.1. All FoC equipment and mounts will be supplied by the District.
- 4.2 Contractor shall complete the following work as it applies to each installation.
  - 4.2.1 Assist District carpenter with removal of all existing technology items that interfere with new FoC installation to ensure minimal wall damage.
  - 4.2.2 If necessary and by District discretion, remove and or relocate other teaching aids such as white boards, bulletin boards and the like to allow for proper installation of FoC equipment at approved location. Removal or relocation of items will need to be reviewed and approved prior to scheduled install.
  - 4.2.3 Make all necessary repairs to block and drywall walls including painting to bring the wall surface as close to original condition as possible.
  - 4.2.4 Determine best installation application for FoC display mount.
    - 4.2.4.1 Block/Brick Wall. Use Tapcons or other approved concrete type fasteners (no plastic anchors) to attach mount directly to the block/brick surface.
    - 4.2.4.2 Drywall Wall. Use ¾-inch plywood backer board to attach/bridge across three structural members (studs). In some cases, bridging two may be allowed because of limited structural members at a location. Minimum of three fasteners required per structural member to attach. Mount shall be attached to board using lag screws [approximately eight (8) screws per mount].
    - 4.2.4.3 Modular or Movable Wall. Use backer board attached to outer steel frame members of wall as well as center anchoring to reduce board flex. Mount shall be attached to board using lag screws [approximately eight (8) screws per mount].
    - 4.2.4.4 Other. Any installation requirement that varies from those listed above shall be reviewed and approved by the District Project Manager prior to installation.
  - 4.2.5 Attach all necessary items to identified wall for FoC installations (e.g., ScreenBeam mount, power strip and speaker mount when applicable) using appropriate fasteners for wall type.
  - 4.2.6 In the case a ceiling mount projector was pre-existing, a District carpenter will assist with removal as necessary and replace compromised ceiling tile or cap hole to meet fire codes.

- 4.2.7 Any additional work requested outside of the above stated scope at an individual location install shall be approved by the District Project Manager prior to scheduled installation.
- 4.3 Photos of the various District wall mount types referenced in section 4.2.4 are provided in Exhibit A.

## **5.0 EVALUATIONS AND AWARD OF AGREEMENT**

- 5.1 Award shall be made to the responsive and responsible Contractor(s) meeting the specifications and deemed to be in the best interest of the District.
  - 5.1.1 Final evaluation may be based on, but not limited to price, delivery time, adherence to specifications, previous experience with similar projects, and information received from references.
  - 5.1.2 Those bids that are clearly non-responsive to the stated requirements may be eliminated prior to evaluation.
- 5.2 All changes in bid documents shall be through written addenda and shall be posted to BidNet.
  - 5.2.1 Amendments or clarifications to the submitted bids not requested by the District will not be accepted, nor considered in awarding the agreement.



## 6.0 **PRICING AND INFORMATION**

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

6.1 Provide pricing for ***each wall type*** (Exhibit A) installation project to include, at minimum, the following components.

6.1.1 Removal of existing Interactive White Board and Ultra Short Throw Projector

6.1.2 Wall repair, returning the wall to as close to new condition as possible

6.1.3 Installation of all mountable items to the specified areas

6.1.4 Mounting the TV panel

6.1.5 Running or adapting Panduit raceway to fit new AV standards

6.1.6 Upgrading AV cabling to a location within 10' of the TV install

6.1.7 Cleanup of all installation materials and debris

| Installation Type                   | Cost per Install |
|-------------------------------------|------------------|
| A1 - Block Wall Install             |                  |
| A2 - Drywall Wall Install           |                  |
| A3 - Modular / Movable Wall Install |                  |
| A4 - Bridge Over Install            |                  |
| A5 - Four Point Mount Install       |                  |

6.2 Provide a list of employees and proof of personnel qualifications to include, but not limited to copies of licenses, school certificates and letters of reference. The District reserves the right to select the appropriate personnel on a project-by-project basis.

6.3 List any manufacturer and industry certifications your employees and firm currently possess.

6.4 Provide details of warranty coverage for labor.

6.5 Provide requested information.

Normal business days: \_\_\_\_\_

Business Hours: \_\_\_\_\_

1. Supervision/Project Management \$\_\_\_\_\_per hour

2. Journeyman/Foreman \$\_\_\_\_\_per hour

3. Apprentice \$\_\_\_\_\_per hour

4. Percentage Markup on Materials (Less than \$500.00) \_\_\_\_\_%

5. Percentage Markup on Materials (Over \$500.00) \_\_\_\_\_%

6. Mileage \$\_\_\_\_\_per mile

**Miscellaneous Service Work:**

7. 2 Person Crew, 24-hour prior notice  
Journeyman & Apprentice (32 hrs. max.) \$\_\_\_\_\_per hour

8. 2 Person Crew, 3-day prior notice  
Journeyman & Apprentice (32 hrs. max.) \$\_\_\_\_\_per hour

9. 2 Person Crew, 7-day prior notice  
Journeyman & Apprentice (32 hrs. max.) \$\_\_\_\_\_per hour

**After Hours Service Work:**

10. Apprentice \$\_\_\_\_\_per hour

11. Journeyman \$\_\_\_\_\_per hour

12. Supervision / Project Management \$\_\_\_\_\_per hour

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

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

## 7.0 **REFERENCES**

**References are required** – Provide three references for which your company has completed similar services for projects of similar scope within the past 24 months.

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

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

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

## 8.0 **INSURANCE**

Contractor shall procure and maintain the required insurance specified below for the duration of this agreement, which insurance shall be written for not less than the amounts specified or greater if required by law. Specified coverages and amounts may be provided by a combination of a primary policy plus an umbrella or following form excess policy. If not otherwise required by law, lower amounts may be acceptable upon review and written approval by the District's Director of Records and Risk Management. All insurance shall be with a carrier licensed in the state of Colorado and shall have a minimum A.M. Best rating of A- VII. Contractor shall furnish the District's Director of Records and Risk Management with certificates of the required insurance prior to the District's approval and signing of this agreement, and with renewal certificates prior to the expiration of any required insurance that expires during the term of this agreement. Certificates of Insurance and all communication regarding insurance shall be sent to:

Poudre School District  
Attention: Risk Management  
Email: [risk@psdschools.org](mailto:risk@psdschools.org) (preferred method of communication)  
2407 Laporte Ave  
Ft. Collins, CO 80521

Any insurance and/or self-insurance carried by the District is excess of the coverage extended to the District by Contractor. Contractor shall provide at least thirty (30) days' advance written notice to the District prior to cancellation, change of coverage, or non-renewal. The insurance requirements specified in this section shall not reduce the indemnification liability that Contractor has assumed in section 8.1.

### **Commercial General Liability**

#### **Minimum Limits**

- |  |             |
|--|-------------|
| a. Each Occurrence Bodily Injury & Property Damage   | \$2,000,000 |
| b. General Aggregate   | \$3,000,000 |
| c. Products/Completed Operations Aggregate   | \$2,000,000 |
| d. Personal/Advertising Injury   | \$2,000,000 |
| e. Coverage must be written on an "occurrence" basis.  |             |
| f. Poudre School District R-1 and its elected officials, employees, agents, and volunteers shall be named as an additional insured and shall be insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this agreement. |             |

### **Technology Errors and Omissions Liability (Professional Liability, including Network Security and Privacy Liability)**

#### **Minimum Limits**

- |              |             |
|--------------|-------------|
| a. Per Loss  | \$1,000,000 |
| b. Aggregate | \$3,000,000 |

- c. Liability extends for a period of three (3) years beginning at the time work under this agreement is completed. Contractor shall maintain continuous coverage, as required by the agreement, for this period.
- d. The policy shall provide a waiver of subrogation in favor of Poudre School District R-1.

If applicable, the insurance shall provide coverage for:

- a. Liability arising from theft, dissemination and/or use of confidential information (defined term including but not limited to bank account, credit card account, personal information such as name, address, social security numbers, etc. information) stored or transmitted in electronic form.
- b. Network Security Liability arising from the unauthorized access to, use of or tampering with computer systems including hacker attacks, inability of an authorized third party to gain access to Contractor's services including denial of service, unless caused by a mechanical or electrical failure.
- c. Liability arising from the introduction of a computer virus into, or otherwise causing damage to, a District or third person's computer, computer system, network, or similar computer related property and the data, software, and programs thereon.

**Crime Coverage** (for agreements allowing privileged access to network systems, valuable property, or sensitive data)

Minimum Limits

|          |             |
|----------|-------------|
| Per Loss | \$1,000,000 |
|----------|-------------|

The policy shall include:

- a. Coverage for all directors, officers, agents, and employees of the Contractor.
- b. Employee dishonesty, forgery and alteration, monies and securities, and computer (cyber) crime.
- c. Extended theft and mysterious disappearance.
- d. The policy shall not contain a condition requiring an arrest and conviction.
- e. Policy must be endorsed to cover Third Party Fidelity and include Poudre School District R-1 as a Loss Payee.

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

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

**Workers' Compensation and Employers' Liability\***

Minimum Limits

- a. State of Colorado
- b. Employer's Liability
 

|                                   |
|-----------------------------------|
| Statutory                         |
| \$500,000 Each Accident           |
| \$500,000 Disease – Policy Limit  |
| \$500,000 Disease – Each Employee |
- c. Waiver of subrogation in favor of Poudre School District R-1.

- \* This requirement shall not apply if Contractor is exempt under the Colorado Workers' Compensation Act AND if Contractor has a current Workers' Compensation Coverage Rejection on file with the Colorado Department of Labor and Employment, Division of Worker's Compensation.

#### 8.1 Indemnification

Contractor shall indemnify and hold harmless the District and the District's Board members, employees, representatives, and agents from and against any and all liability arising from any suit, action, grievance, charge or proceeding brought in connection with or related to Contractor's operations, provision of services and/or conduct of any of its employees, volunteers, agents, or representatives. The indemnification and hold harmless obligation hereunder shall include all attorney fees, costs and expenses incurred by the District and/or the District's Board members, employees, representatives and/or agents in defense of said suits, actions, grievances, charges and/or proceedings. Nothing in this section or otherwise in this agreement shall be construed in any way or applied in any manner as a compromise or waiver of the District's rights and protections under the Colorado Constitution or the Colorado Governmental Immunity Act.

## 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 11, 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 IFB, 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 IFB and/or the company's bid responding to the IFB.
- The company meets or exceeds all of the required criteria as specified by this IFB, or if not, has submitted a Justification for Consideration addressing any failure to meet the criteria.
- The company's bid is being offered independently of any other Contractor and in full compliance with the terms specified in this IFB.
- The company 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.**

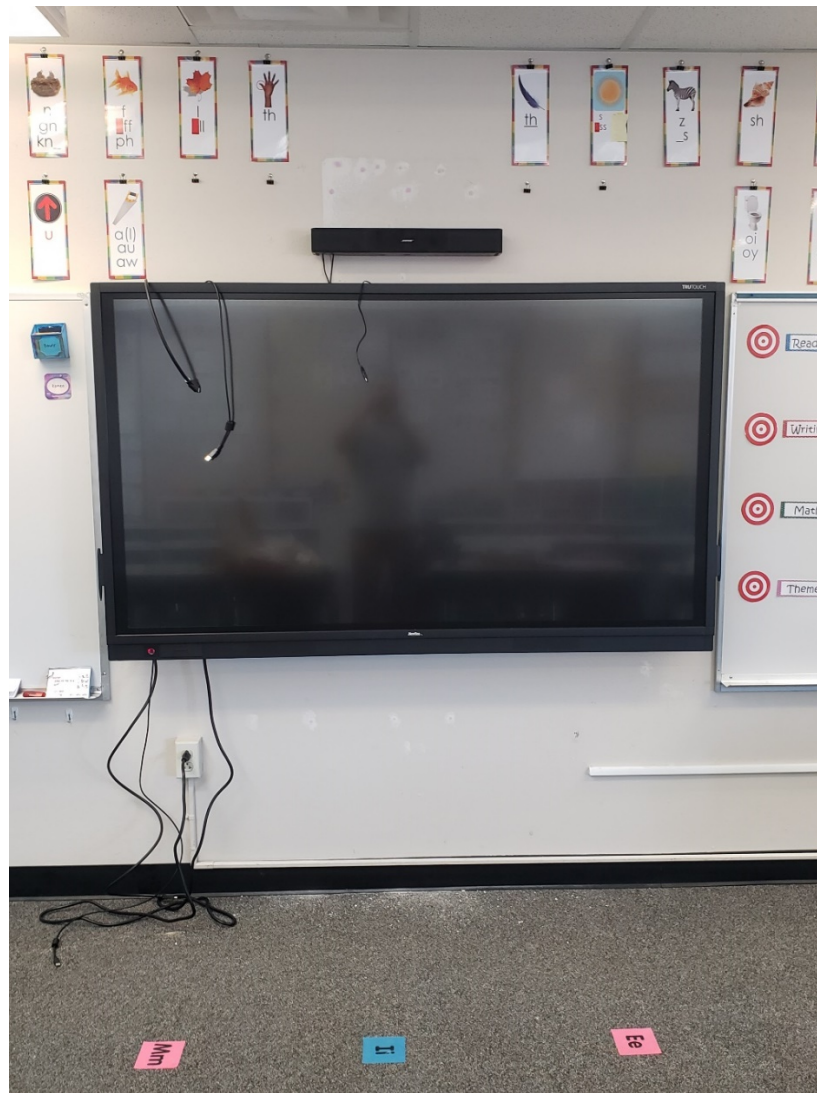
## EXHIBIT A – WALL MOUNT TYPES

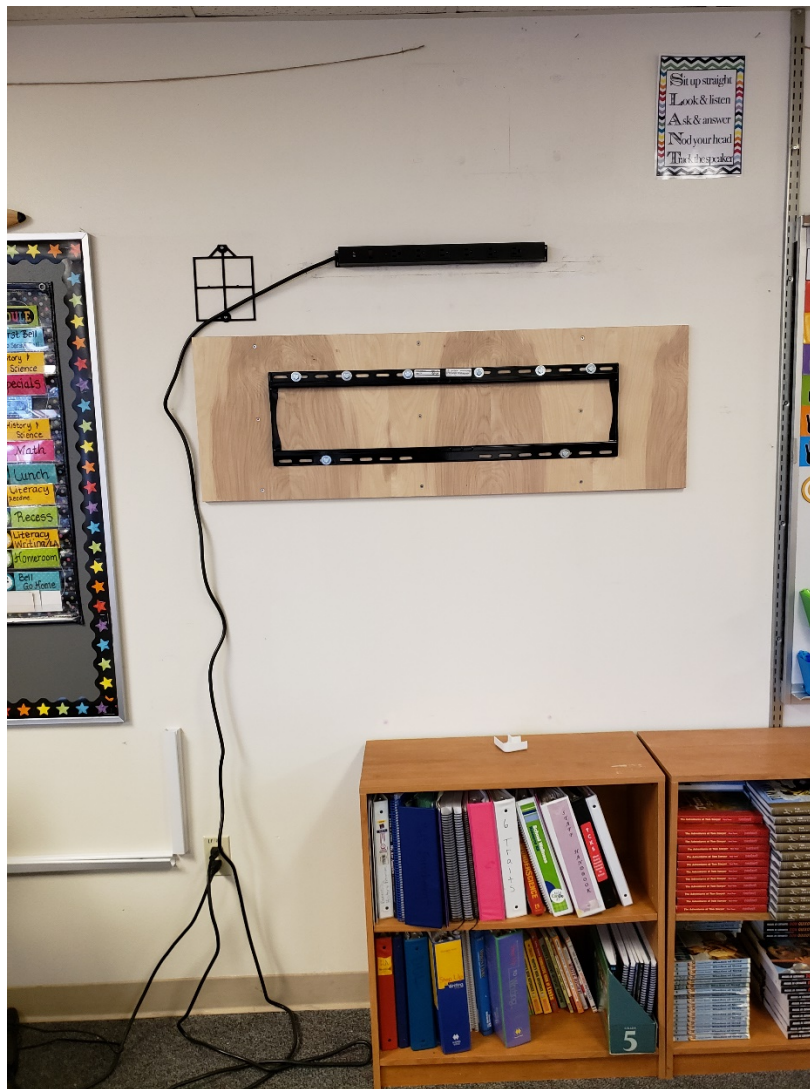
### A1 – Block Install





## A2 – Drywall Install





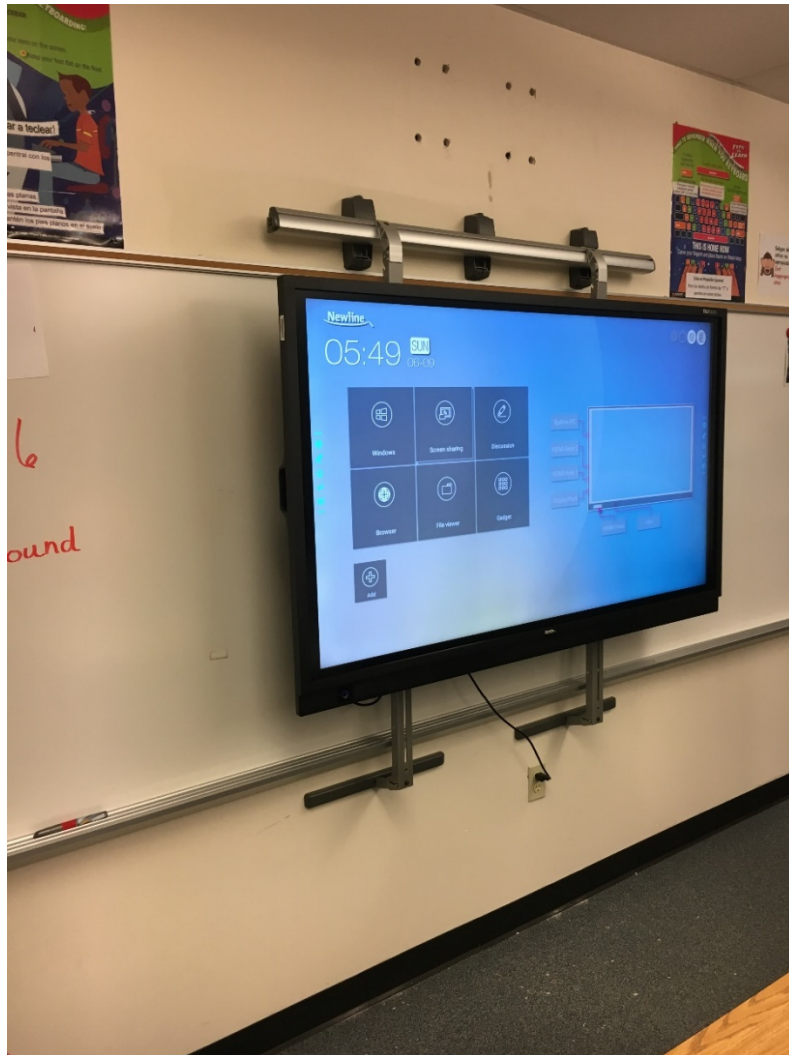


A3 – Modular / Movable Wall Install





## A4 – Bridge Over Install



## A5 – Four Point Mount

