



POUDRE SCHOOL DISTRICT R-1

INVITATION FOR BID

FRONT OF CLASSROOM EQUIPMENT

IFB 23-680-003

BID SCHEDULE

IFB Posted to Bidnet

November 18, 2022

Supplier Questions Due

November 29, 2022 – 2 p.m. MST

IFB Closing Date

December 6, 2022 – 2 p.m. MST

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FRONT OF CLASSROOM EQUIPMENT IFB 23-680-003

Poudre School District (the “District”) is requesting bids from professional and qualified suppliers to provide upgrades to select front of classroom equipment as specified in this Invitation for Bid (“IFB”).

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

Questions regarding this IFB must be in writing and directed to the District through the BidNet platform any time after the issuance of this IFB through and including 2:00 p.m. MST on November 29, 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 only accept and consider electronically submitted bids. Bids must be submitted and received in BidNet’s electronic solicitation portal by 2:00 p.m. MST on December 6, 2022. 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 December 6, 2022. During the bid consideration period, the District may ask questions of and/or request additional information from suppliers who have submitted bids.

Sales Prohibited/Conflict of Interest: No officer, employee, or member of the 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,
Rob Turf
Sourcing Supervisor

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:

- 32 elementary schools
- 10 middle schools
- 4 comprehensive high schools
- 2 middle-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 Information and materials submitted in response to this IFB may be considered public records subject to disclosure under the Colorado Open Records Act ("CORA"), C.R.S. §§ 24-72-200.1 to -205.5. Information and materials that Supplier believes are confidential and not subject to disclosure under CORA must be submitted separately with a citation to the section of CORA and any other relevant law under which Supplier believes they are confidential. The District, not Supplier, shall determine whether information and materials so identified will be withheld as confidential, but will inform Supplier in advance of disclosure to give it an opportunity to take legal action to protect its interests vis-à-vis the party making the CORA request.
- 2.2 This is a solicitation for an offer and is not an offer to contract for goods or services.
- 2.3 These General Terms and Conditions apply to all offers made to Poudre School District (hereafter referred to as the District) by all prospective Bidders (herein after referred to as Supplier) on behalf of the District Solicitations including, but not limited to, Invitations for Bid, Requests for Quotes, Requests for Qualifications and Requests for Proposals.
- 2.4 Submission of a Bid is deemed as acceptance of all terms, conditions and specifications contained in the solicitation package provided to the Supplier. Any proposed modification must be accepted in writing by the District prior to award of the Bid.
- 2.5 Supplier must provide all requested information. Failure to do so may result in rejection of the Bid at the option of the District.
- 2.6 The School 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: 98-03335.
- 2.7 It shall be the sole responsibility of the Supplier to ensure their Bid is submitted through the BidNet portal by the opening date/time. Late responses will not be accepted.
- 2.8 There is no expressed or implied obligation for the District to reimburse Suppliers for any expenses incurred in preparing Bids in response to this Bid solicitation.
- 2.9 Bids must meet or exceed specifications contained in the Bid document.
- 2.10 All chemicals, equipment and materials proposed and/or used by Supplier in satisfaction of the terms of this solicitation shall conform to the standards required by the U.S. Department of Labor Occupational Safety and Health Administration (OSHA). Material safety data sheets (MSDS) shall accompany each shipment, when applicable.

- 2.11 The Supplier, by affixing his signature to this Bid, certifies that his Bid is made without previous understanding, agreement, or connection either with any persons, firms or corporations offering a Bid for the same items or with the District. The Supplier also certifies that his Bid is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action.
- 2.12 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.
- 2.13 In the event the District has reasonable grounds to believe that any individual assigned to perform work under this contract 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 contract cannot be performed as a result of such action, the contract may be terminated.
- 2.14 Supplier shall provide any and all services covered by a District purchase order or Agreement, as an independent contractor of the District, and the persons performing such services shall not be considered employees of the District. Supplier shall be exclusively responsible for: (a) all compensation, employment tax withholdings and payments, and all fringe benefits for its employees in full compliance with all applicable federal, state and local laws; (b) all insurance coverage's and benefits for its employees in full compliance with all applicable federal, state and local laws, including but not limited to pension or retirement benefits, works' compensation, unemployment compensation, and Social Security benefits; and (c) all payments to its contractors and subcontractors for goods and/or services directly or indirectly related to the solicitation.
- 2.15 Supplier warrants that all goods and/or services furnished as a result of this solicitation shall conform to District specifications and to industry standards and shall be free from defects in material and workmanship. Supplier warrants that all goods and/or services furnished as a result of this solicitation shall be merchantable and shall be safe and appropriate for the purpose for which goods and/or services of like kind are normally used. If Supplier knows or has reason to know the particular purpose for which the District intends to use the goods and/or services, Supplier warrants that such goods and/or services shall be fit for that particular purpose. Supplier warrants that all goods furnished as a result of this solicitation shall be new unless otherwise specified by the District, and that the title conveyed regarding such goods shall be good and its transfer rightful. Supplier agrees to promptly replace or correct defects in any goods or services not conforming to the foregoing opportunity to do so. In the event of Supplier's failure to promptly replace or correct defects in

nonconforming goods and services or make such corrections and charge Supplier its costs incurred therefor.

- 2.16 Supplier agrees to furnish the services covered as a result of this solicitation in strict accordance with the District's specifications and at the price noted for each item.
- 2.17 Unless otherwise agreed in writing by the District, delivery of products shall be F.O.B. destination with all transportation and handling charges paid by the awarded Supplier. The District's acceptance of any offer is made in reliance on Supplier's promised delivery date and/or installation of service performance time, as material and basic to the acceptance. If Supplier fails to delivery as and when promised, the District may, without liability and in addition to its other rights and remedies at law or in equity, cancel the order by notice effective when received by Supplier as to goods not yet delivered and services not yet rendered, and purchase substitute goods or service elsewhere and charge Supplier with any loss incurred.
- 2.18 The Supplier shall indemnify and hold harmless the District, its elected officials, employees, and agents against any and all claims, damages, loss, liability and court awards (including costs, expenses and attorney fees) incurred as a result of any act or omission by Supplier, its employees, agents, subcontractors or assignees arising out of or in connection with the Invitation for Bid. In the event any goods sold or delivered as a result of this Invitation for Bid are covered by any patent, copyright or trademark, or application therefor, Supplier shall indemnify and hold harmless the District, its elected officials, employees and agents from any and all claims, damages, loss, liability and court awards (including costs, expenses and attorney fees) incurred as a result of any claims, legal actions or judgments based on the actual or alleged manufacture, sales or use of such goods in violation, infringement or the like or rights under such patent, copyright or trademark, or applications therefor.
- 2.19 The Supplier shall not assign an agreement, as a result of this solicitation, or any of its rights, interests or obligations without the prior written consent of the District. The consent may be withheld for any reason, or no reason as determined by the District in its sole discretion.
- 2.20 The successful Supplier will agree to not refuse to hire, discharge, promote, demote, or to otherwise discriminate in matters of compensation against any person otherwise qualified solely because of race, creed, sex, national origin, ancestry or physical handicap.
- 2.21 Venue for any and all legal action regarding or arising out of transactions covered herein shall be solely in the District Court in and for Larimer County, State of Colorado. The transactions covered herein shall be governed by the laws of the State of Colorado.
- 2.22 Bids shall contain a signature of an authorized representative in the space provided on the Bid Certification Form. Failure to properly sign Bid may invalidate same and it may not be considered for award.

- 2.23 Where there appears to be variances or conflicts between the General Terms and Conditions and the Special Conditions outlined in this Bid Solicitation, the Special Conditions shall prevail.
- 2.24 The District shall issue a written Addendum if substantial changes, which impact the technical submission of Bids, are required. A copy of such addenda will be distributed via the BidNet portal. In the event of conflict with the original contract documents, addenda shall govern all other contract documents to the extent specified. Subsequent addenda shall govern over prior addenda only to the extent specified.
- 2.25 All information and supplemental documentation required in conjunction with this Bid shall be furnished by the Supplier with their Bid. If the Supplier fails to supply any required information or documents, his Bid may be considered non-responsive and ineligible for award.
- 2.26 The accuracy of the Bid is the sole responsibility of the Supplier. No changes in the Bid shall be allowed after the submission deadline, except when the Supplier can show clear and convincing evidence that an unintentional factual mistake was made, including the nature of the mistake and the price actually intended.
- 2.27 The apparent silence or omissions within this Bid Solicitation regarding a detailed description of the materials and services to be provided shall be interpreted to mean that only the best commercial practices are to prevail and that only materials and workmanship of first quality are to be used.
- 2.28 Suppliers may offer a cash discount for prompt payment; however, such discounts shall not be considered in determining the lowest net cost for the Bid evaluation purposes.
- 2.29 A purchase order resulting from this solicitation shall be governed by and construed in accordance with the laws of the State of Colorado.
- 2.30 Payment for the goods and/or services furnished by the Supplier shall not constitute acceptance thereof. The District shall have the right to inspect such goods and the products of such services, and to reject any or all of which are in the District's judgment defective or nonconforming. In addition to the District's other rights, goods rejected, and goods supplied in excess of quantities specified in a purchase order, may be returned to the Supplier at the Supplier's expense. The District may charge Supplier all expenses of unpacking, examining, repacking and reshipping such goods. In the event the District receives goods whose defects or nonconformity is not apparent upon examination, the District may require replacement and/or payment of damages upon discovery of the defects or nonconformity. Nothing contained herein shall relieve, in any way, Supplier from the obligation of testing, inspection, and quality control.
- 2.31 The District may, at its sole and absolute discretion:

- 2.31.1 Reject any and all or parts of any or all Bids submitted by prospective Suppliers;
 - 2.31.2 Re-advertise this solicitation;
 - 2.31.3 Postpone or cancel the Bid process for this solicitation;
 - 2.31.4 Waive any irregularities or technicalities that are not qualified as a requirement for responsiveness in this Bid or in Bids received in conjunction with this Bid; and/or
 - 2.31.5 Determine the criteria and process whereby Bids are evaluated and awarded.
- 2.32 The District may terminate an agreement at any time in its sole discretion for any reason, with or without cause, upon written notice served on the Supplier no less than thirty (30) days prior to the date of termination. In the event of such early termination by the District, the Supplier shall be paid up to the date of termination for services performed under and in accordance with this agreement.
- 2.33 Supplier guarantees that it will provide only authentic OEM equipment. Third-party parts or components will not be accepted. The District will not accept shipments of any equipment that is shipped with invalid warranties, invalid software licenses, no support entitlement and/or incorrect product configurations that are found to be sourced from outside authorized channels.
- 2.34 Warranties
- 2.34.1 Notwithstanding prior acceptance of equipment by the District, the Supplier shall expressly warrant all delivered equipment 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 equipment has been formally accepted in writing by the District.
 - 2.34.2 During the warranty period, the Supplier 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.
 - 2.34.3 The Supplier will correct all defects and/or deficiencies associated with the agreement and replace incorrect or defective equipment within five (5) business days of written notification from the District to the Supplier. If, within five (5) business days after written notice by the District to the Supplier, the Supplier has not corrected all defects and/or deficiencies, the District may correct all defects and/or deficiencies at the Supplier's expense.
 - 2.34.4 Supplier warrants that all equipment furnished under the agreement shall be merchantable and shall be safe and appropriate for the purpose for which equipment of like kind are normally used. If Supplier knows or has reason to

know the particular purpose for which the District intends to use the equipment, Supplier warrants that such equipment shall be fit for that particular purpose. Supplier agrees to promptly replace or correct all defects and/or deficiencies in any equipment not conforming to the foregoing warranties, without expense to the District, provided the District elects to allow Supplier the opportunity to do so.

2.34.5 Defects and/or deficiencies properly noted in writing to the Supplier before expiration of the warranty period will be fully covered regardless of such expiration.

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

2.35 That the articles 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.

2.36 That nothing contained herein shall exclude or affect the operation of any implied warranties otherwise arising in favor of the District.

3.0 PROJECT SCOPE AND SPECIFICATIONS

3.1 The District intends to select Suppliers from whom to purchase the TVs, specialty mounts, docking stations, speakers, document cameras, wireless display receivers, and parts as identified in Section 5.0.

3.1.1 No equipment substitutions will be accepted.

3.1.2 Acquisition of the equipment will require multiple purchases.

3.2 Supplier shall provide current pricing for the equipment listed in Section 5.0.

3.2.1 Unit cost of the equipment shall include shipping, handling, and freight charges (FOB destination).

3.2.2 Quantities listed are the District's best estimate and do not obligate the District to order or accept more than its actual requirements as determined by actual needs and availability of appropriated funds. The District reserves the right to adjust the quantities ordered in conjunction with this IFB.

3.2.3 Awarded pricing for the Panduit and ScreenBeam products shall be firm through June 2023.

3.3 Supplier shall provide warranty information for all equipment listed in Section 5.0.

3.4 Supplier shall include a statement regarding its status of credit card payment acceptance.

3.5 Supplier shall include a statement regarding its acknowledgement of FOB destination.

3.6 All Panels shall include mounts and seven (7) year warranties per unit.

3.7 Delivery shall be to one central location:

Poudre School District
Central Receiving
1502 South Timberline Road
Fort Collins, CO 80524

3.7.1 A delivery dock is available at the delivery site.

3.7.2 Supplier shall provide the lead time after receipt of order for all equipment listed in Section 5.0.

4.0 EVALUATIONS AND AWARD

4.1 Award shall be made to the most responsive and responsible Suppliers meeting the specifications and deemed to be in the best interest of the District.

4.1.1 Final evaluation may be based on, but not limited to price, delivery time, adherence to specifications, previous experience with similar projects, and warranty.

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

4.1.3 The equipment is listed in “families.” As feasibly reasonable, the District aims to award the equipment by manufacturer within the “family.”

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

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

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5.0 BID PRICING

Equipment Description	Quantity	Unit Price	Extended Price
Panels (mounts included with seven (7) year warranties)			
ITV NewLine TT-6521Q	32		
ITV NewLine TT-7521Q	310		
ITV NewLine TT-8621Q	19		
ITV SMART 6275S-V3	8		
ITV SMART MX275-V3N	12		
ITV ViewSonic IFP6550-E1	1		
ITV ViewSonic IFP7550-E1	34		
ITV ViewSonic IFP8650-E1	31		
TV NewLine 65NT	5		
TV NewLine 75NT	5		
TV NewLine 85NT	10		
TV ViewSonic CDE4320	2		
TV ViewSonic CDE5520	5		
TV ViewSonic CDE7520-W	5		
Specialty Mounts / Stands / Carts			
Chief CHFOB1U Mount	45		
Chief PFCUB < 200lbs Cart	2		
Monoprice EZ Full Motion 176lbs.	6		
NewLine Mobile Cart	38		
Docking Stations			
Lenovo Hybrid Docking Station	456		
Wireless Display Receivers			
ScreenBeam 960	465		
ScreenBeam 1000 EDU	3		
Document Cameras			
iPevo V4K (USB Only)	455		
Speakers			
Monoprice SB-300 Speaker	24		

Bose TV Speaker	7		
Surge Protectors			
Monoprice 35097, 6 Outlet Metal Surge Protector Power Strip with 15ft Cord and Surface Mount Tabs, 540 Joules, Black	540		
HDMI Cables			
Commercial grade In-Wall Rated 4K 18GBps HDMI 15'	600		
15' USB A to A USB 2.0	100		
15' USB A to B USB 3.0 SuperSpeed	600		
15' USB-C to USB-C compatible with NewLine TT-##21Q series panels	200		
25' USB-C to USB-C compatible with NewLine TT-##21Q series panels	200		

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6.0 BID CERTIFICATION FORM

The District will only accept and consider electronically submitted proposals from Suppliers, which must be submitted and received in the www.bidnetdirect.com electronic solicitation portal on or before **December 6, 2022, at 2:00 p.m. MT.**

The undersigned hereby affirms that:

- Supplier is a duly authorized agent of the company issuing this Bid and that all information provided in the Bid is true and accurate.
- Supplier has read the conditions, including the insurance requirements, 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 requested in the Bid submitted by the Supplier. Requested variations will be reviewed by the District and approved on a case-by-case basis if deemed appropriate.
- Supplier will adhere to all terms and conditions and provide, at a minimum, all services as expressed in the IFB and/or the company’s Bid responding to the IFB.
- Supplier meets or exceeds all of the required criteria as specified by this IFB, or if not, has submitted a Justification for Consideration addressing any failure to meet the criteria.
- Supplier’s Bid is being offered independently of any other Supplier and in full compliance with the terms specified in the IFB.
- Supplier will accept any awards made to it, as a result of this IFB for a minimum of ninety (90) calendar days following the date and time of the IFB closing.

Company Name: _____

Signature of Agent: _____

Printed Name: _____

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.