

POUDRE SCHOOL DISTRICT R-1  
INVITATION FOR BIDS  
CHILLER REPLACEMENT PROJECT  
IFB #23-340-002

BID SCHEDULE

IFB Posted to BidNet	October 13, 2022
Optional Site Visit	October 19, 2022 @ 10:00 a.m. MT
Quest24CID CHEDUL	

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INVITATION FOR BIDS  
CHILLER REPLACEMENT PROJECT  
IFB #23-340-002

Poudre School District (the District) is requesting electronic sealed bids from professional and qualified Contractors to provide all materials and labor to complete Chiller Replacement Project using the District purchased chiller for Fort Collins High School ("FCHS") as provided in this Invitation for Bids ("IFB").

The District shall provide copies of this IFB to Contractors through the electronic solicitation platform [www.bidnetdirect.com](http://www.bidnetdirect.com) where registered Contractors are required to submit their electronic IFB response along with the first and last name, telephone number and email address of the employee within their organization who will be designated as the District's primary contact with respect to this IFB and the Contractor's response thereto. The District may provide copies of this IFB to other Contractors upon request, who are also requested to provide the first and last name, telephone number and email address of the employee within their organization who will be designated as the District's primary contact with respect to this IFB and their response thereto.

Contractors planning to submit bids are encouraged, but not required, to be represented at a Site Visit on October 19, 2022, at 10:00 a.m. MT. The site visit will begin promptly at 10:00 a.m. MT at the front entrance of FCHS 3400 Lambkin Way, Fort Collins, CO 80525.

Questions regarding this IFB must be in writing and may only be directed to the District via the BidNet platform any time after the issuance of this IFB through and including 2:00 p.m. MT on October 21, 2022. Questions received after the date/time and/or not submitted electronically through the BidNet platform may not be addressed.

At no time during the solicitation process will communication regarding this IFB be permitted with any District employee other than the Procurement Agent named below until an award has been announced. Communication with a District employee other than the Procurement Agent named below may disqualify your bid from consideration. Each question submitted, as well as the District's response thereto, shall be provided in a questions and answers document/addendum via [www.bidnetdirect.com](http://www.bidnetdirect.com)

Note: Each question must be submitted individually. Multiple questions per entry will not be answered.

The District will only accept and consider electronically submitted bids from Contractors which must be submitted and received in the [www.bidnetdirect.com](http://www.bidnetdirect.com) electronic solicitation portal on or before 2:00 p.m. MT on October 27, 2022, which time the submission portal will close and no further submissions be allowed or considered.

It is the sole responsibility of the Contractor to see that the bids are submitted through the BidNet

material, supplies or services where such officer or employee exercises directly or indirectly any decisionmaking authority concerning such sale or any supervisory authority over the services to be rendered. This rule also applies to subcontracts with the School 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 proposals: Any proposal deemed to be collusive, or a sham proposal will be rejected and reported to authorities as such. Your authorized signature on this proposal assures that such proposal is genuine and is not a collusive or sham proposal.

The District reserves the right to reject any and all proposals and to waive any irregularities or informalities.

Sincerely,

Jon Babcock  
Senior Procurement Agent  
[jbabcock@psdschools.org](mailto:jbabcock@psdschools.org)



## 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 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 as 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 Contractor) 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 Contractor. Any proposed modification must be accepted in writing by the District.

- 2.11 The awarded Contractor shall be held entirely responsible for any and all damage to District property, accidents or injuries to employees and the public by reason of work contracted under terms of this IFB. The Contractor shall be required to take safety precautions in an effort to protect persons and District property. Each Contractor (and its employees, representatives and subcontractors) agrees to abide by all applicable Federal, State and Local codes, laws, rules and regulations, and OSHA. The awarded Contractor shall also furnish all supplies, which conform to all applicable safety codes and regulations. Any fines levied by the aforementioned authorities because of inadequacies to comply with these requirements shall be borne solely by the Contractor. Barricades shall be provided by the Contractor when work is performed in areas traversed by persons or when deemed necessary by the District's Project Manager.
- 2.12 The Contractor, 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 Contractor also certifies that his Bids in all respects fair, without outside control, collusion, fraud, or otherwise illegal action.
- 2.13 Notwithstanding any other term or provision of this IFB, the District's obligations hereunder are expressly subject to its budgeting and appropriation of 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 multi-fiscal year direct or indirect debt or other financial obligation under Article X, Section 20(4)(b) of the Colorado Constitution.
- 2.14 In the event the District has reasonable grounds to believe that any individual assigned to perform work under this 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.
- 2.15 Contractor shall provide any and all services covered by a District purchase order or Agreement, as an independent contractor of the District, and those performing such services shall not be considered employees of the District. 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 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, 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 the solicitation.

- 2.16 Contractor 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. Contractor 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 Contractor knows or has reason to know the particular purpose for which the District intends to use the goods and/or services, Contractor warrants that such goods and/or services shall be fit for that particular purpose. Contractor warrants that all goods furnished as a result of this solicitation shall be new unless otherwise specified by the District, and that title conveyed regarding such goods shall be good and its transfer rightful. Contractor 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 Contractor's failure to promptly replace or correct defects in nonconforming goods and services or make such corrections and charge Contractor its costs incurred therefor.
- 2.17 Contractor 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.
- 2.18 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 Contractor. 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 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 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.
- 2.19 The Contractor 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 Contractor, 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, Contractor 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.
- 2.20 The Contractor 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





a manufacturer's name followed by "*approved equal*," the Contractor may submit a proposed equivalent product by other manufacturers for review. The item on which bids are submitted must be of such character, quality and/or performance equivalence that it will serve as that specified. In submitting bids on an item other than as specified, Contractor shall furnish complete data and identification with respect to the alternate item it proposes to furnish. Consideration will be given to bids submitted on alternate items to the extent that such action is deemed to serve the best interests of the District. The burden of proof as to the comparative quality and suitability of alternative products shall be on the Contractor. If the Contractor does not indicate that the item it proposes to furnish is other than specified, it will be construed to mean that the Contractor shall furnish the exact item described. The District evaluation committee shall be the sole judge as to the comparative quality and suitability of alternative products and its decision shall be final.

2.30

- 2.34.4 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
- 2.34.5 Determine the criteria and process whereby Bids are evaluated and awarded.

2.35 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 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

### 3.0 SPECIFIC CONDITIONS

3.1 The District is committed to be a responsible steward of its natural resources and believes that publi.uw T\* [(be)es a



- 4.8 Contractor agrees that it is fully responsible to the District for the acts or omissions of its subcontractors or of 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 contract or any subcontract shall create any contractual relation between any subcontractor and the District.
- 4.9 Project estimates, schedules, work activity, other trades not included in the Contract, inspections, and payment requests must be approved by the District Project Manager.
- 4.10 Upon issuance of a purchase order, the Contractor shall adhere to the specified start and completion timeline stated on the purchase order and/or executed agreement. Failure to complete project within the stated dates could result in termination of the contract by the District.
- 4.11 Contractor shall visit the project site prior to commencement of work to verify working area project scope and potential safety issues.
- 4.12 Contractor shall furnish all required personal safety equipment.
- 4.13 Contractor will 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. Proper dust mitigation of itigate  
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work closely with the District Project Coordinator to achieve the desired outcome. The following is included in the scope of this project and shall be included in pricing submitted in the Bid Form (Section 12.0).

5.1

6.3 The successful Contractor(s) will be required to enter into and sign a formal Contract with the District. The Contract language will control over any language contained within this IFB that conflicts with the signed and fully executed Contract. If the Contractor has concerns with the language contained within the proposed Contract, those shall be identified in the Contractor's response.

6.3.1 In the case of conflicts between the IFB and any referenced bid documents, the more stringent requirements shall govern. In all cases, the Contractor is responsible for notifying the District of the conflict.

6.4 Alternate Bids, approved equals and/or Bids based on group or total awards may be considered. The District reserves the right to make the final determination of actual equivalency or suitability of such Bids with respect to requirements.

## 7.0 PERFORMANCE AND PAYMENT BOND

7.1 Colorado State Statutes require a Performance Bond and a Payment Bond on public projects more than \$50,000.00. Contractor is required to post bonds, executed by a surety company authorized to do business in the State of Colorado, upon notification of Bid award. Performance and Payment bonds will each be equal to 100% of contract price and must remain in effect until completion of contract.

7.2 Both the Performance Bond and the Payment Bond shall be written on AIA A312 Performance Bond and AIA A312 Payment Bond Forms, as issued by The American Institute of Architects. Dates of bonds shall coincide with the date the Contract between the District and Contractor. Substitute forms may not be used.

## 8.0 WARRANTIES

8.1 The Contractor warrants that all parts, material, components, equipment and other items used to perform the work shall be new and suitable for the purpose used and will be of good quality, free from faults and defects and all Work will be free of defects and in conformance with the Contract Documents. The Contractor also warrants that its workers will be sufficiently skilled to produce the highest quality of work, which is free from faults and defects. Work not so conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. The Contractor further warrants that the construction processes and methods employed to perform the work shall be suitable for the results required.

8.2 The Contractor shall promptly repair, replace, or otherwise correct any of its workmanship and any parts, materials, components, equipment or other items in the work which contain faults or defects, whether such failures are observed by the District, Consultant, or Contractor before or after Final Completion. The Contractor shall bear all costs of correcting such work covered by the warranties.

8.3 The Contractor shall further warrant that all work shall be free of defects of material and workmanship for a period of ~~(1)~~ years minimum and/or as required in the

Bid Documents The Contractor agrees it will, at its own expense, repair and replace all such defective work and all other work damaged thereby which become defective during the term of the Guarantee Warranty. Whenever guarantees or warranties are required by the specifications for a longer period than the one (1) year warranty, such period shall govern. The District shall have the full benefit of longer warranties provided by the Contractor/Manufacturer.

- 8.4 Upon discovery of any warranty defect, the District shall give written notice to the Contractor and state the time frame in which the repairs shall be made.
- 8.5 The Contractor, at its own expense, shall repair or replace any damages to equipment, facilities, or other personal or real property owned by the District which is damaged as a result of any such fault or defect, at no cost to the District.
- 8.6



specified in this section 9.0 shall not reduce the indemnification liability that Contractor has assumed in section 9.1.

**Commercial General Liability**  
**Minimum Limits**

- a. Each Occurrence Limit \$2,000,000
- b. General Aggregate \$3,000,000
- c. Products/Completed Operations Aggregate \$3,000,000
- d. Personal/Advertising Injury \$2,000,000
- e. Fire Damage (Any One Fire) \$50,000
- f. Medical Payments (Any One Person) \$5,000
- g. The policy shall provide for Bodily Injury and Property Damage, Premises and Operations, Products/Completed Operations, Personal/Advertising Injury and liability assumed under an Insured Contract (including defense costs).
- h. The policy shall be endorsed to include the following additional insured language: "Poudre School District R1, 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 Contractor" 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 Contract. Copy of policy endorsement must be attached to the Certificate of Insurance.
- i. The policy shall cover the Contractor's completed operations and that coverage shall be kept in place for up to the statute of repose.

Contractor's Pollution Liability, Including Errors and Omissions (If work involves potential pollution risk or losses caused by pollution conditions, including asbestos).

For losses caused by pollution conditions including coverage for bodily injury, property damage, (including natural resource damage), cleanup costs, removal, storage, disposal, and or use of the pollutant; and defense costs, including costs and expenses incurred in the investigation, defense, or settlement of claims. Coverage shall apply to the sudden and gradual pollution conditions resulting from the escape or release of smoke, vapors, fumes, acids alkalis, toxic chemicals, liquids, or gases, natural gas, waste materials, or other irritants, contaminants, or pollutants (including asbestos). and cleanup costs that arise from the operations of the Contractor as described in the Scope of Services section of this Agreement.

**Minimum Limits**

- a. Per Loss \$5,000,000
- b. Products/Completed Operations Aggregate \$5,000,000
- c. The policy shall provide for protection against claims for ~~third~~ party bodily injury, property damage, or environmental damage caused by pollution conditions resulting from the Contractor's contracting activities for which the Contractor is legally liable.
- d. The policy shall provide for cleanup costs when mandated by governmental entities, when required by law, or as a result of ~~third~~ party claims.





10.0 REFERENCES

References- List three (3) references for which your company has completed similar services for projects of similar scope. Colorado K12 public school references are preferred, if available.

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

Address \_\_\_\_\_

Contact Person \_\_\_\_\_

Telephone \_\_\_\_\_

Email \_\_\_\_\_

Describe type of work/service performed or items supplied \_\_\_\_\_

\_\_\_\_\_

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

Address \_\_\_\_\_

Contact Person \_\_\_\_\_

Telephone \_\_\_\_\_

Email \_\_\_\_\_

Describe type of work/service performed or items supplied \_\_\_\_\_

\_\_\_\_\_

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

Address \_\_\_\_\_

Contact Person \_\_\_\_\_

Telephone \_\_\_\_\_

Email \_\_\_\_\_

Describe type of work/service performed or items supplied \_\_\_\_\_

\_\_\_\_\_



12.0 BID FORM

Chiller Replacement Project  
IFB #23-340-002

Provide the information requested. Poudre School District reserves the right to reject any or all Bids or any parts thereof. This IFB may be awarded to one (1) Contractor. Contractor agrees to furnish all labor and materials to complete the execution of the scope described in the Bid Documents and any relating Q&A/addenda.

Base Bid Lump Sum –Chiller Replacement Project

\_\_\_\_\_ Dollars(\$\_\_\_\_\_)

Alternate – DPS Sensor Wiring Replacement

\_\_\_\_\_ Dollars(\$\_\_\_\_\_)

Confirm the Q&A Document/Addenda have been received. The modifications to the Bid Documents noted in all Addenda issued have been considered and all costs are included in the above cost(s). It is the responsibility of the Contractor to confirm all project Addenda have been received and included in the submitted Bid (and alter the list below).

Q&A/Addendum # \_\_\_\_\_ Dated \_\_\_\_\_ Signature \_\_\_\_\_

Q&A/Addendum # \_\_\_\_\_ Dated \_\_\_\_\_ Signature \_\_\_\_\_

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

Authorized Agent's Name: \_\_\_\_\_

Authorized Agent's Signature: \_\_\_\_\_

Email: \_\_\_\_\_

Phone: \_\_\_\_\_

Date: \_\_\_\_\_