



POUDRE SCHOOL DISTRICT R-1

INVITATION FOR BID

CACHE LA POUDRE MIDDLE SCHOOL TENNIS COURT CONSTRUCTION PROJECT

IFB #23-115-001

BID SCHEDULE

IFB Posted to BidNet	May 22, 2023
Optional Site Visit	May 24, 2023 @ 9:00 a.m. MT
Questions Due	May 26, 2023 @ 2:00 p.m. MT
IFB Closing Date	May 31, 2023 @ 2:00 p.m. MT

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 on behalf of District Solicitations including, but not limited to, Invitations for Bid (IFB), Requests for Documented Quotes (DQ), Requests for Qualifications (RFQ) and Requests for Proposals (RFP).
- 2.3 Contractor must provide all requested information. Failure to do so may result in rejection of the proposal at the option of the District.
- 2.4 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.
- 2.5 There is no expressed or implied obligation for the District to reimburse Contractors for any expenses incurred in preparing IFB in response to this solicitation.
- 2.6 The Contractor, by affixing his signature to this IFB, certifies that his IFB is made without previous understanding, agreement, or connection either with any persons, firms or corporations offering a IFB for the same items or with the District. The Contractor also certifies that his IFB is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action.
- 2.7 Prior to and as a condition of the provision of any Services under this Agreement, Contractor shall require each person providing such Services to submit to fingerprinting and a background check administered by the District at the District's expense. Contractor shall ensure that no person to whom the District objects based on the results of said fingerprinting and background check provides any Services under this Agreement. If the District objects to any Contractor based on the results of the background check, the Contractor shall not be allowed to provide Services. All information provided and all information received by the District through the Contractor background check and/or other sources, shall be considered and maintained as confidential information under the Colorado Open Records Act and not

- 2.24 Contact with District personnel regarding this IFB, other than inquiries to the specific Procurement Agent identified in this document, may be grounds for elimination from the selection process.
- 2.25 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 tak-2 (ve6TJ0 Tw [C)-3

- 2.30 The successful Contractor(s) will be required to enter into a negotiated agreement with the District prior to the start of work.
- 2.31 The agreement language will control over any language contained within this IFB that conflicts with the signed and fully executed agreement.
- 2.32 Pricing will remain fixed and firm for the initial term and all extensions of the Agreement.
- 2.33 The Contractor shall provide the services as an independent contractor of the District and the persons performing such services shall not be considered employees of the District. As such, the 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 and

employment tax withholdings and payments, and 0 Td(t)-2 (t)- (ts)ringe 4BDCr
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directly or indirectly related to this solicitation. nd
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2.39.1 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

4.12.1 Contractor shall ensure all individuals providing Services under this section 4.12.1 for the Contractor wear appropriate personal protective equipment as designated in this solicitation, at all times while on District property.

4.12.2 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.

5.0 SCOPE AND SPECIFICATIONS

5.1 The District is requesting electronic sealed bids for work that includes, but is not limited to, construction of either a two-court or three-court tennis courts at Cache La Poudre Middle School as identified in this IFB. District technical specifications are

5.1.9.1.2 Furnishing and installation of 456 linear feet of 10' tall (1.75 X 9 X 120 KK Galvanized Fabric) fence including three single gates with a 4' opening and 9' wind screen

- 6.3 The Vendor through submission of the Bid Certification Form certifies that this solicitation is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action.
- 6.4 It shall be the sole responsibility of the Vendor to ensure their Bid is submitted through BidNet by the submission deadline. Late responses will not be accepted.

7 EVALUATION AND AWARD

- 7.1 During the evaluation process, the District reserves the right, where it may serve the District's best interest, to request additional information, or clarifications from bidders, or to allow corrections of errors or omissions. Amendments or clarifications to submitted response not requested by the District will not be accepted, nor considered following the opening of the response.
- 7.2 Responses to this IFB will be independently evaluated.
- 7.3 This IFB may be awarded to one or more Contractor, meeting the specifications and deemed to be in the best interests of the District. Final evaluation may be based on, but not limited to, any or all of the following: price, adherence to specifications, previous experience with similar projects, reference checks and delivery timeline. Those that are clearly non-responsive to the stated requirements may be eliminated prior to this evaluation.
- 7.4 Amendments or clarifications to the submitted Bids not requested by the District will not be accepted, nor considered following the opening of the Bid.
- 7.5 Submission of a bid is deemed as acceptance of all terms, conditions and

of a modification, and an intent to award from a solicitation shall not be considered in any way, an acceptance of any proposed modifications by the Vendor.

- 7.9 Award of contract shall be made to the responsive and responsible bidder meeting the specifications and as deemed to be in the best interests of the District. Interviews may be requested with one or more respondents. Final evaluation may be based on, but not limited to, any or all of the following: price, adherence to specifications, performance, previous experience with similar projects, references, product availability and delivery time. Those Bids that are clearly non-responsive to the stated requirements may be eliminated prior to this evaluation.
- 7.10 This solicitation, or submitted agreement from a Contractor, does not commit the District to award a contract or to pay any costs incurred in the preparation of a proposal or to procure a contract for the services. The District reserves the right to accept or reject any or all proposals received as a result of this request or to cancel in part or in its entirety this solicitation if it is deemed to be in the best interest of the District. The District reserves the right to accept any portion of the response , or the entire response as deemed in the best interest of the District.

8 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 2 (o peo9tm)-2 (aTj/TT1 1 Tf2.75 0 Td-2 (a# (s)-1 (t)-2 (o8 (ee o)-4 (f)-11

the District prior to cancellation, change of coverage, or non-renewal. The insurance requirements 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

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| 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. | |

Minimum Limits

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

9.1 **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.

9.2 Governmental Immunity. It is specifically understood and agreed that nothing contained in this Agreement shall be construed as an express or implied waiver by the District of any of the immunities, rights, benefits, protections, or other provisions of the Colorado Constitution or Governmental Immunity Act, C.R.S. §§ 24-10-101 , as now or hereafter amended.

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10.0 REFERENCES

References are mandatory – List three (3) references for which your company has completed similar services for projects of similar scope. Colorado K-12 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 _____

11.0 BID CERTIFICATION

**CACHE LA POUFRE MIDDLE SCHOOL
TENNIS COURT CONSTRUCTION PROJECT
IFB #23-115-001**

The District will only accept and consider electronically submitted proposals from Contractors, which must be submitted and received in the www.bidnetdirect.com electronic solicitation portal on or before May 31, 2023, 2:00 p.m. MT.

The undersigned hereby affirms that:

- Contractor is a duly authorized agent of the company issuing this IFB and that all information provided in the Bid is true and accurate.
- Contractor has read the conditions and technical specifications, which were made available to the company in conjunction with(s)-5 (,)4 (w)chnunctle

12.0 BID FORM

**CACHE LA POUFRE MIDDLE SCHOOL
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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 –Cache La Poudre Middle School Tennis Court Construction Project-

_____Dollars(\$_____)

Confirm the Q&A Document/Addenda have been received. The modifications to the Bid Documents