

INVITATION TO BID

Fire District Project: Modular Shipping Containers

Evans Fire Protection District
2100 37th St, Evans, CO 80620
(970) 339-3920 • www.evansfiredistrict.org

**Deadline for Receipt of Bids:
5 p.m. (MST), June 10, 2024**

1. INTRODUCTION:

The Evans Fire Protection District ("***District***"), a political subdivision of the State of Colorado, invites bids from qualified vendors ("***Vendors***") for the purchase and delivery of Modular Shipping Containers to the Evans Fire District Training Grounds at 1840 40th Street Evans, CO 80620 ("***Project***"): *The Purchase and delivery of seven (7) New or One-Time use 10ft x 40ft Modular Shipping Containers*

2. SUBMISSION DEADLINE:

All Vendor bids must be emailed and received by Captain Jay Deibel at cdeibel@evansfiredistrict.org by 5 p.m. (MST) on June 10, 2024. ("Submission Deadline")

3. SITE INSPECTION AND REPRESENTATIONS:

Before submitting a bid, it is recommended that any interested Vendor personally inspect the project site to determine existing conditions. Submission of a bid shall constitute conclusive evidence that the Vendor has personally inspected the project site and surrounding areas, and any systems that may impact the project. No allowance will be provided and no extra consideration will be paid by reason of additional costs, damages, or other difficulties incurred by the Vendor that could have been avoided or reduced had an adequate site inspection been undertaken.

All site visits/inspections must be arranged in advance through the Fire District by contacting Captain Jay Deibel at cdeibel@evansfiredistrict.org or by phone at (970)339-3920 x203. No site visits will be allowed without the permission of the Fire District. Any bidder that visits the site without permission may be disqualified.

Each Vendor, by submitting its bid, represents that it has read and understands this Invitation to Bid ("ITB") and all related documents and is ready, willing, and capable of completing the work specified.

4. WRITTEN VENDOR CONTRACT:

The District's acceptance of a Vendor's bid is expressly conditioned upon the District and the Vendor entering into a written contract upon terms and conditions acceptable to the District and the Vendor.

5. PERFORMANCE AND PAYMENT BOND:

The successful Vendor shall be licensed to do business in the State of Colorado covering the Vendors faithful performance of the project, and its payment of obligations arising under the project, in an amount not less than 100% of the Contract Sum, as may be adjusted by mutual agreement of the parties through written change order.

6. DISTRICT CONTACT:

The primary contact person for this project is Jay Deibel at the following email address and telephone number: cdeibel@evansfiredistrict.org 970-339-3920 ext. 203

7. PREPARATION OF BIDS:

All bids from Vendors must be submitted by email to Jay Deibel at cdeibel@evansfiredistrict.org by the Submission Deadline. The "Subject" line of an email shall state "Bid for Purchase of Shipping Containers." Telephone and hand delivered bids will not be accepted. Any bid received after the Submission Deadline will not be considered. Vendors are responsible for ensuring their bid is received by the Submission Deadline. The District will not search for emailed bids that are not delivered or are delivered to "spam" or "junk" folders. Vendors responding to this ITB do so solely at their own expense. The District has the right to reject any and all bids, to waive any deficiencies, and to accept the bid deemed most advantageous to the best interest of the District and its community. The District has the right to request clarification of information submitted.

All costs incurred in the preparation and presentation of a bid in any way whatsoever shall be wholly absorbed by the Vendor submitting the bid. The bid and all supporting documentation shall become the property of the District. All bids shall constitute public records unless at the time of submitting a bid a Vendor specifically identifies the portion(s) of the bid that contains proprietary information or trade secrets, which portion(s) shall be segregated from the other portions of the bid, so as to allow disclosure of the non-confidential portion(s) of the bid in accordance with applicable law.

8. PROJECT COST:

This is a Guaranteed Maximum Price ("**GMP**") Project. A Vendor's bid shall specifically state the GMP and any alternates to the GMP for the District's consideration.

9. EXCEPTIONS TO THE INVITATION TO BID OR THE PROJECT:

The Vendor specifically agrees to every provision contained in this ITB unless the Vendor's exceptions are specifically listed in its bid, and unless such exceptions are accepted by the District and expressly incorporated into the written contract between the parties. All Vendor exceptions to this ITB shall be listed on a separate page specifically identified as exceptions.

10. INSURANCE:

The Vendor shall carry and at all times hereunder maintain the following insurance coverage in full force and effect during the term of this project:

- a. Worker's Compensation Insurance with statutory limits of coverage.
- b. Combined Automobile Liability Insurance for personal injury and/or property damage for all vehicles used for the Project, with combined single limit coverage of five hundred thousand dollars (\$500,000) or such greater amount that would fully indemnify the District for payment of such claims.
- c. Comprehensive General Liability Insurance shall be in the minimum amount of \$1,000,000 single limit per occurrence and \$2,000,000 in the aggregate for bodily injury and property damage. The insurance shall include the costs of defense, which shall be outside the limits of coverage.

The Combined Automobile Liability Insurance and the Comprehensive General Liability Insurance shall (i) include the "Evans Fire Protection District" as an additional insured, (ii) provide that the insurance company shall give the District 30 calendar days prior notice if the insurance will be cancelled, and (iii) state that the District's insurance is non-contributory.

The selected Vendor shall provide the District with a Certificate(s) of Insurance and/or endorsement(s) demonstrating the Vendor has obtained the foregoing coverage within 3 business days of the parties signing a contract.

The Vendor shall not be relieved of any liability, claims, demands, or other obligations arising from the Vendor's or its subcontractor's performing the project by reason of the Vendor's failure to procure or maintain the above insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types.

11. WARRANTIES:

The Vendor shall, in a separate section of the bid, entitled "Warranties," clearly identify all warranties provided by the Vendor, its subcontractors, and/or any manufacturer.

The Vendor shall serve as the Warranty Administrator for the project. The Warranty Administrator shall be responsible for all aspects of the timely and effective administration of all warranties, including but not limited to: a) receiving all warranty claims from the District; b) identifying and contacting the individuals(s) or entity(ies) issuing the warranty under which the claim is being made; c) arranging for all warranty work; and d) processing all documents necessary and appropriate for the proper and timely processing of each warranty claim.

12. AWARD OF PROJECT:

Award of the project will be made to the Vendor whose bid conforms to the requirements of this ITB and any design/construction specifications, and is most advantageous to the District and its

community, taking into consideration price and such other factors as the District deems appropriate, in its sole discretion, including but not limited to, the skill level, facilities, quality of product, capacity, experience, ability, responsibility, previous work, stated completion time, evidence of full understanding of project requirements, amount of other work being performed by the Vendor, and the quality of other work identified in the bid. The District has the right to reject any and all bids or part thereof and to waive any irregularities therein.

The Evans Fire District Board of Directors will decide at their monthly Board meeting on **June 24, 2024, 6:30 p.m. Located at 2100 37th Street Evans, CO 80620**, which Vendor will be awarded the contract for purchase of the shipping containers.