



West Ada School District
Purchasing Department
For
Public Works Project

Request for Quote (RFQ) #810607

Frontier Elementary Exterior Paint

TABLE OF CONTENTS

RFQ ADMINISTRATIVE INFORMATION.....	2
1 PURPOSE.....	3
2 GENERAL INFORMATION, SOLICITATION INSTRUCTIONS AND STANDARD TERMS AND CONDITIONS.....	3-6
3 INQUIRIES.....	6
4 PRE-QUOTE CONFERENCE.....	6
5 SPECIFICATIONS/SCOPE OF WORK.....	6-10
6 SUBMISSION REQUIREMENTS.....	10
7 AWARD.....	10
8 ACCEPTANCE.....	10-11
9 LIQUIDATED DAMAGES.....	11
10 INSURANCE.....	11-12
11 SUPPLEMENTAL INFORMATION.....	12-14
ATTACHMENT 1-QUOTE SUBMISSION FORM.....	15
ATTACHMENT 2-IDAHO/NATIONAL SEX OFFENDER REGISTRY..	16
ATTACHMENT 3-CONTRACTOR/VENDOR AFFIDAVIT.....	17
ATTACHMENT 4-AFFIDAVIT CONCERNING TAXES.....	18

RFQ ADMINISTRATIVE INFORMATION

RFQ Title: SUMMERWIND ELEMENTARY EXTERIOR PAINT/SEAL

RFQ Project Description: TO PREPARE SURFACES FOR PAINTING AND PAINT THE EXTERIOR OF FRONTIER ELEMENTARY, 11851 W MUSKET DRIVE, BOISE, ID 83713.

RFQ Lead: CATHY WRIGHT, PURCHASING ASSISTANT
WEST ADA SCHOOL DISTRICT
1303 E CENTRAL DR
MERIDIAN, ID 83642
PURCHASING@WESTADA.ORG
208.350.5136

Submit Quote: 1303 E CENTRAL DR
MERIDIAN, ID 83642
PURCHASING@WESTADA.ORG

HIGHLY RECOMMENDED

Pre-Quote Conference: MARCH 14, 2018 @ 9:30-10:30 AM MST

Pre-Quote Location: 1825 CHATEAU DRIVE, MERIDIAN, ID 83646
MEET IN MAIN PARKING LOT.

Deadline to Receive Questions: APRIL 4, 2018 @ 12:00 PM MST

RFQ Closing Date: APRIL 10, 2018 @ 12:30 PM MST

Delivery Date: COMMENCE WORK **JUNE 4, 2018** AND TO SUBSTANTIALLY COMPLETE THE WORK BY **JULY 20, 2018**.

1 PURPOSE

The purpose of this Request for Quote (RFQ) is to select a vendor to prepare and paint designated interior surfaces previously painted at FRONTIER ELEMENTARY.

2 GENERAL INFORMATION, SOLICITATION AND STANDARD TERMS AND CONDITIONS

- I. Quotes will be received, opened, and acknowledged thereafter at the District Service Center, 1303 E. Central Dr. Meridian, ID 83642-7991.
- II. All quotes submitted shall become public record upon approval of award recommendation by the Board of Trustees or ten (10) days after opening date whichever occurs first.
- III. Quotes received after the time set for RFQ opening will not be considered.
- IV. Quotes may be submitted via e-mail to purchasing@westada.org or by physical delivery to 1303 E Central Drive, Meridian, ID 83642-7991. E-mailed responses should contain FRONTIER PAINT in the subject line. Physical deliveries should be clearly marked FRONTIER PAINT on the lower left corner of the envelope. **No responsibility will attach to the District or any District employee for the pre-opening of, post-opening of, or the failure to open a quote not properly addressed and identified.** All quotes must be submitted on the enclosed forms, signed by a legal officer of the company, with company name, date, etc., and labeled as above, otherwise quote is subject to disqualification.
- V. All terms, specifications and instructions set forth in this invitation are incorporated by this reference into your response.
- VI. In the event of a conflict between the General Instructions and any Special Instructions attached hereto, the Special Instructions will have precedence.
- VII. **Any quote which exceeds \$50,000.00** MUST be accompanied by a bid bond with a surety company licensed to conduct business in Idaho or a certified/bank cashier's check drawn on an Idaho bank in an amount not less than five percent (5%) of the total quote, made payable to WASD. Certified/cashier's checks of unsuccessful proposer's will be returned upon award of the contract.
- VIII. The Board of Trustees of West Ada School District (WASD) reserves the right to waive minor informalities in any quote, to accept any quote that they consider to be in the best public interest, and to reject any part of, or any and all quotes; alternate quotes will be considered. However, awards will be made to the lowest responsible proposer in the opinion and at the discretion of the Board of Trustees. Their decision shall be final and conclusive.
- IX. Failure to read or comply with the enclosed general information in no way relieves a proposer from his liabilities arising hereunder and no bid may be withdrawn after the time of opening. Any proposer may withdraw his bid either personally or by written request, at any time prior to the time set for quote opening.
- X. Prior to award, WASD shall conduct such investigation as it deems necessary to determine the performance record and ability of the apparent successful proposer to supply the service specified in this request for quote. Upon request, the proposer shall submit such information as deemed necessary for such evaluation.

XI. The West Ada School District is an Affirmative Action/Equal Employment Opportunity Employer, and in accordance with applicable state and federal law does not discriminate in any employment practice on the basis of age (40 and over), ancestry, color, marital status, medical condition, national origin, political or union affiliation, physical or mental disability, race, religion, sexual orientation, or sex. This policy of affording equal employment opportunities to all persons is in keeping with provisions of Title VII and Title IX amendments of the United States Code which protect persons against discrimination.

- A. General Instructions: These are general instructions for RFQ procedures only for WASD, Meridian, Idaho and can be superseded by special instructions and addenda.

This solicitation is issued by WASD. The District shall not be responsible for oral interpretations given by a District employee, representative, or others. The issuance of a written addendum is the only official method whereby interpretations, clarification or additional information can be given that would change the terms and conditions of the quote. If any addenda are issued to this quote, a good faith attempt will be made to deliver a copy of each to all prospective proposers who were provided with a request for quote. However, prior to submitting the quote, it shall be the sole responsibility of each proposer to determine if addenda were issued and, if so, to obtain such addenda for attachment to the quote. All correspondence regarding this RFQ shall be in writing. In the event that it becomes necessary to revise any part of this RFQ, addenda will be posted electronically. Any oral interpretations or clarifications of this RFQ shall not be relied upon. All changes to this RFQ must be made in writing and posted to the website to be valid. The RFQ Lead is the only contact for this Solicitation.

- B. Deviations From Specifications: Any deviations from the attached specifications must be explained in detail and samples provided when practical; otherwise, it will be understood that items offered are in strict compliance with the specifications, and the successful proposer will be held responsible.
- C. All quotations and proposals must be typewritten or completed in **ink**. Proposals having corrections must be initialed by the proposer in ink. Proposals submitted in pencil are not acceptable. Erasures are not acceptable on quotes. If changes are necessary, strike out or draw a line through incorrect information and write the correct information above. Vendor must initial all changes.
- D. **SIGNATORY AUTHORITY: ALL QUOTATIONS AND PROPOSALS MUST BE SIGNED IN INK (SEE PAGE 19 OF THE QUOTE DOCUMENTS) BY AN OFFICER OR EMPLOYEE HAVING THE AUTHORITY TO BIND THE COMPANY OR FIRM.**
- E. Conditional Quotes: The Board specifically reserves the right to reject any conditional quote and will normally reject those that make it impossible to determine the true amount and quantity of the quote.
- F. Results: The Board of Trustees holds regular meetings once a month (board meeting schedule is available at www.westada.org). In accordance with District procedures, all quote recommendations are presented for Board action on the next regularly scheduled meeting. The results are made available at the District Service Center and on the District website the following day; however, individual quote results will not be given over the telephone or via fax due to the length of time involved. Proposers are encouraged to review the quote tabulations/recommendation postings online.
- G. It shall be the responsibility of the interested party to ascertain the actual date of posting and/or Board meeting for the specific RFQ of interest.

- H. Conflict of Interest: All proposers must disclose – with their quote – the name of any officer, director or agent who is also an employee of WASD. Further, all proposers must disclose the name of any District employee who owns, directly or indirectly, an interest of five percent (5%) or more in the proposer’s firm or any of its branches.
- I. Protests: All proposers are cautioned that strict guidelines and timetables must be followed in order to file an official protest on specifications or the award of quotes per Idaho Code 67-2806. Failure to adhere to Idaho Code or Board Policy, or, failure to file a protest within the time prescribed, shall constitute a waiver of proceedings.
- J. Default: Should any proposer fail to enter into a contract with the District based on the submitted quote by said proposer, proposer acknowledges that proposer shall be liable to the District for the difference between such quote price and the price the District pays to secure the merchandise or service from another source. Failure to pay said amount to the District upon demand will result in the company being removed from the quote list for a period of not less than three (3) years from date of infraction. Thereafter, the proposer may request to be reinstated to the quote list.
- K. Gratuities: In the event that any gratuities or “kickbacks” are offered or tendered to any District employee or a subcontractor as an inducement for award of a contract, RFQ, subcontract or order, the proposer’s proposal shall be disqualified and shall not be reinstated.
- L. Public Records: All information submitted in response to this request shall be subject to compliance with Idaho Public Records Law and become public record upon approval of award recommendation by the Board of Trustees or ten (10) days after opening date whichever occurs first. All information submitted as “Trade Secret” should be submitted in a separate envelope and so indicated. If challenged, the proposer who submits the “Trade Secret” information will bear all costs associated with defending their position.
- M. Indemnification for Goods and Services: During the term of this quote the proposer shall indemnify, hold harmless, and defend WASD, its agents, servants and employees from any and all costs and expenses, including but not limited to, attorney’s fees , reasonable investigative and discovery costs, court costs and all other sums which the District, its agents, servants and employees may pay or become obligated to pay on account of any actions founded thereon, arising or alleged to have arisen out of the products, goods, or services furnished by the proposer, his agents, servants or employees, or any of his equipment when such persons or equipment are on premises owned or controlled by the District for the purpose of performing services.
- N. Court venue: Venue for all legal action regarding or arising out of the transaction covered herein shall be solely in the District Court in and for Ada County, State of Idaho. The laws of the State of Idaho shall govern this transaction.
- O. Proposer must complete the QUOTE SUBMISSION (**Attachment 1**) form indicating a base quote for the work described in the specifications and acknowledging the receipt of any addenda issued and include with their quote.
- P. Proposer and/or subcontractor must sign and include the Idaho/National Sex Offender Registry (**Attachment 2**) assurance form with their quote.
- Q. Proposer and/or subcontractor must sign and include a notarized Alcohol and Drug-Free Workplace contractor’s affidavit (**Attachment 3**) with their quote.

- R. Proposer and/or subcontractor must sign and include a notarized Contractor's Affidavit Concerning Taxes (Attachment 4) with their quote.
- S. Proposer must include 5% bid bond with their quote if quote is >\$50,000.

3 INQUIRIES

Questions or other correspondence must be submitted in writing to the RFQ Lead listed below. QUESTIONS MUST BE RECEIVED BY 12:00 PM MST ON THE DATE LISTED IN THE RFQ ADMINISTRATIVE INFORMATION. Written questions must be submitted via email . Official answers to all written questions will be posted electronically as an addendum to this RFQ:

RFQ Lead: Cathy Wright
Address: 1303 E. Central Dr., Meridian, ID 83642-7991
Email: purchasing@westada.org

4 HIGHLY RECOMMENDED PRE-QUOTE CONFERENCE

All parties interested **ARE ADVISED TO** attend the pre-quote conference, at their expense. See the RFQ Administrative Information for the date, time and location.

5/6 SPECIFICATIONS/SCOPE OF WORK

These specifications are the minimum mandatory specifications that your Quote must meet in order for WASD to consider your Quote for award. Additional specifications/scope of work will be expected as per directed in the pre-quote conference.

5.1 General Painting

5.1.1 Contractor will:

- Verify all existing conditions, measure and determine all quantities prior to bidding.
- Verify the type of material to be painted and the correct preparation required for a smooth finish. **Sanding is required** on all steel surfaces and Owner's approval prior to primer coat. Remove all sags, runs, loose paint, brush lines, etc., prior to priming.
- Paint per painting Specification all previously painted surfaces or unpainted per Specific Notes.
- The painting Contractor is responsible to patch and repair existing damage, crack and defects, fill holes, etc., in all surfaces to match adjacent finish prior to repainting. Fill holes in hollow metal with "Bondo" prior to priming.
- The Contractor shall keep all areas of work clean and free of all debris. Contractor is responsible to clean up on a daily basis. After construction is complete, the Contractor shall provide final clean up.
- Materials to be painted will include but not limited to:
 - Steel doors
 - Steel door frames
 - Steel window frames
 - Wood fascias
 - CMU if previously painted
 - Concrete masonry units
 - Previously painted wood doors
 - All other previously painted items or pre-finished materials where noted.

5.1.2 Action Submittals

5.1.2a Product Data: For each type of product. Include preparation requirements and application instructions.

5.1.2b Samples for Initial Selection: For each type of topcoat product.

5.1.2c Samples for Verification: For each type of paint system and each color and gloss of topcoat.

1. Submit Samples on rigid backing, 8 inches square.
2. Step coats on Samples to show each coat required for system.
3. Label each coat of each Sample.
4. Label each Sample for location and application area.

5.1.2d Product List: For each product indicated, include the following:

1. Cross-reference to paint system and locations of application areas. Use same designations indicated on Drawings and in schedules.
 2. Printout of current "MPI Approved Products List" for each product category specified, with the proposed product highlighted.
- Product Data: For each paint system specified:

5.1.3 Maintenance Material Submittals

5.1.3a A. Furnish extra materials from the same product run that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.

1. Paint: Five (5) percent, but not less than 1 gal. of each material and color applied.

5.1.4 Quality Assurance

5.1.4a Mockups: Apply mockups of each paint system indicated and each color and finish selected to verify preliminary selections made under Sample submittals and to demonstrate aesthetic effects and set quality standards for materials and execution.

1. Architect will select one surface to represent surfaces and conditions for application of each paint system specified in Part 3.
 - a. Vertical Surfaces: Provide samples of at least 100 sq. ft.
 - b. Other Items: Architect will designate items or areas required.
2. Final approval of color selections will be based on mockups.
 - a. If preliminary color selections are not approved, apply additional mockups of additional colors selected by Architect at no added cost to Owner.
3. Approval of mockups does not constitute approval of deviations from the Contract Documents contained in mockups unless Architect specifically approves such deviations in writing.
4. Subject to compliance with requirements, approved mockups may become part of the completed Work if undisturbed at time of Substantial Completion.

5.1.5 Delivery, Storage, and Handling

5.1.4a Store materials not in use in tightly covered containers in well-ventilated areas with ambient temperatures continuously maintained at not less than 45 deg F.

1. Maintain containers in clean condition, free of foreign materials and residue.
2. Remove rags and waste from storage areas daily.

5.1.6 Field Conditions

5.1.5a Apply paints only when temperature of surfaces to be painted and ambient air temperatures are between 50 and 95 deg F.

5.1.5b Do not apply paints in snow, rain, fog, or mist; when relative humidity exceeds 85 percent; at temperatures less than 5 deg F above the dew point; or to damp or wet surfaces.

5.2 Paint Products

5.2.1 Manufacturers

Provide product by the following or pre-approved equal.

1. Sherwin-Williams
2. Pre-approved equals

5.2.2 Paint Materials, General

5.2.2a MPI Standards: Provide products that comply with MPI standards indicated and that are listed in its "MPI Approved Products List."

5.2.2b Material Compatibility:

1. Provide materials for use within each paint system that are compatible with one another and substrates indicated, under conditions of service and application as demonstrated by manufacturer, based on testing and field experience.
2. For each coat in a paint system, provide products recommended in writing by manufacturers of topcoat for use in paint system and on substrate indicated.

5.2.2c Colors: Match existing color unless other noted in walkthrough or addenda.

5.2.3 Source Quality Control

5.2.3a Testing of Paint Materials: Owner reserves the right to invoke the following procedure:

1. Owner will engage the services of a qualified testing agency to sample paint materials. Contractor will be notified in advance and may be present when samples are taken. If paint materials have already been delivered to Project site, samples may be taken at Project site. Samples will be identified, sealed, and certified by testing agency.
2. Testing agency will perform tests for compliance with product requirements.
3. Owner may direct Contractor to stop applying paints if test results show materials being used do not comply with product requirements. Contractor shall remove noncomplying paint materials from Project site, pay for testing, and repaint surfaces painted with rejected materials. Contractor will be required to remove rejected materials from previously painted surfaces if, on repainting with complying materials, the two paints are incompatible.

5.3 Paint Execution

5.3.1 Examination

5.3.1a Examine substrates and conditions, with Applicator present, for compliance with requirements for maximum moisture content and other conditions affecting performance of the Work.

5.3.1b Verify suitability of substrates, including surface conditions and compatibility with existing finishes and primers.

5.3.1a Proceed with coating application only after unsatisfactory conditions have been corrected.

1. Application of coating indicates acceptance of surfaces and conditions.

5.3.2 Preparation

5.3.2a Comply with manufacturer's written instructions and recommendations in "MPI Manual" applicable to substrates and paint systems indicated except for steel doors and frames at entry/corridors. See special requirements in 3.2.D below.

5.3.2b Remove hardware, covers, plates, and similar items already in place that are removable and are not to be painted. If removal is impractical or impossible because of size or weight of item, provide surface-applied protection before surface preparation and painting.

1. After completing painting operations, use workers skilled in the trades involved to reinstall items that were removed. Remove surface-applied protection.

5.3.2c Clean substrates of substances that could impair bond of paints, including dust, dirt, oil, grease, and incompatible paints and encapsulants.

1. Remove incompatible primers and reprime substrate with compatible primers or apply tie coat as required to produce paint systems indicated.

5.3.2d Steel Substrates: Remove by sanding the entire steel door and frame, removing loose or unstable paint, removing all runs and scratches, rough-up the entire surface and clean ready to receive primer and call for inspection. Do not paint doors prior to approval.

5.3.3 Application

5.3.3a General

Apply paint according to manufacturer's written instructions and recommendations in "MPI Manual". **All steel doors, frames, windows, railings, etc., spray primer and finish coats.**

1. After approval of prepped surfaces, spray door, frames, windows, etc..
2. Paint surfaces behind movable items same as similar exposed surfaces. Before final installation, paint surfaces behind permanently fixed items with prime coat only.
3. Paint both sides and edges of exterior doors and door frames.
4. Do not paint over labels of independent testing agencies or equipment name, identification, performance rating, or nomenclature plates.
5. Apply primer to all surfaces whether previously painted or not.

5.3.3b Tint undercoats same color as topcoat, but tint each undercoat a lighter shade to facilitate identification of each coat if multiple coats of same material are to be applied. Provide sufficient difference in shade of undercoats to distinguish each separate coat.

5.3.3c If undercoats or other conditions show through topcoat, apply additional coats until cured film has a uniform paint finish, color, and appearance.

5.3.3d Apply paints to produce surface films without cloudiness, spotting, holidays, laps, brush marks, roller tracking, runs, sags, ropiness, or other surface imperfections. Cut in sharp lines and color breaks. Sand out all runs, sags, etc., from previously painted surfaces.

5.3.4 Field Quality Control

5.3.4a Dry Film Thickness Testing: Owner may engage the services of a qualified testing and inspecting agency to inspect and test paint for dry film thickness.

1. Contractor shall touch up and restore painted surfaces damaged by testing.
2. If test results show that dry film thickness of applied paint does not comply with paint manufacturer's written recommendations, Contractor shall pay for testing and apply additional coats as needed to provide dry film thickness that complies with paint manufacturer's written recommendations.

5.3.5 Cleaning and Protection

5.3.5a At end of each workday, remove rubbish, empty cans, rags, and other discarded materials from Project site.

5.3.5b After completing paint application, clean spattered surfaces. Remove spattered paints by washing, scraping, or other methods. Do not scratch or damage adjacent finished surfaces.

5.3.5c Protect work of other trades against damage from paint application. Correct damage to work of other trades by cleaning, repairing, replacing, and refinishing, as approved by Architect, and leave in an undamaged condition.

5.3.5d At completion of construction activities of other trades, touch up and restore damaged or defaced painted surfaces.

5.3.6 Exterior Paint Schedule

5.3.6a Steel (Doors, frames, windows, benches, railings, bollards, louvers, stairs, downspouts & gutters):

1. Prime: B66W00310 – Pro Industrial Pro-Cryl Universal Acrylic.
2. 2 Coats: B66W00351 – Sher-Cryl High Performance Acrylic Semi-Gloss.

5.3.6b Wood Substrates: Including wood trim, cement board, siding.

1. Latex System:
 - a. Prime Coat: Primer, MPI #6.
 - b. Intermediate Coat: Latex, exterior, matching topcoat.
 - c. Topcoat: Latex, exterior, low sheen (Gloss Level 3-4), MPI #15.

5.3.6c CMU Substrates: (if previously painted)

1. High-Performance Architectural Latex System:
 - a. Block Filler: Block filler, latex, interior/exterior, MPI #4, (on unpainted CMU).

- b. Intermediate Coat: Latex, interior, high performance architectural (Gloss Level 4), MPI #140.
- c. Topcoat: Latex, interior, high performance architectural, (Gloss Level 4), MPI #140.

5.3.6d Metal Roofing:

- 1. Primer: B58W00610 – Macropoxy® 646 Fast Cure Epoxy Part A Mill White.
- 2. Two (2) Coats: B65W00351 – High-Solids Polyurethane Semi-Gloss Extra White/Tint Base

5.3.7e Other Previously Painted Surfaces: Submit paint system prior to painting. Match existing systems and revise sheen as directed.

6 SUBMISSION REQUIREMENT

6.1 Required Quote Submission Documents

Your Quote Submission must consist of the following:

6.1.1 Quote Submission, Attachment 1

Do not submit your Quote on any other form. Submitting your Quote on a form different from the Quote Submission may cause your Quote to be rejected as non-responsive.

6.1.2 Idaho/National Sex Offender Registry, Attachment 2

Submit a completed registry form along with your completed Quote

6.1.3 Alcohol and Drug-Free Workplace, Attachment 3

Submit a completed Contractor's Affidavit along with your completed Quote

6.1.4 Affidavit Concerning Taxes, Attachment 4

Submit a completed Contractor's Affidavit along with your completed Quote

6.1.5 Bid Bond

Submit a 5% bid bond along with your completed Quote if quote is over \$50,000.

6.2 Quote Submission Methods

Quotes may be submitted via email, in person or by mail. Your Quote must be received at the District Office by the date and time specified in the RFQ Administrative Information. The official time, for quote closing purposes, is the WASD time clock.

7 AWARD

Award will be made to the responsive Proposer(s) with the lowest quote, as provided on the Quote Submission Form, Attachment 1.

8 ACCEPTANCE

8.1 Substantial Completion

The stage in the progress of the work when the construction is sufficiently complete, in accordance with the Contract Documents, so the Owner can fully occupy the space for the use for which it is intended. All work other than incidental or corrective or punch list work and final cleaning shall have been completed. The fact that the Owner may occupy the Work or designated portion thereof does not indicate that the Work is Substantially Complete or is acceptable in whole or in part, nor does such occupation toll or change any liquidated damages from the Owner.

8.2 Final Completion

Upon notice from Contractor that the Work is ready for final inspection and acceptance, the Owner will promptly make such inspection. If Owner determines that some or all of the punch list items are not

accomplished, the Contractor shall be responsible to the Owner for all costs, for any subsequent inspections to determine compliance with the punch list. When Owner finds all punch list items complete, the Work acceptable under the Contract Documents and the Contract fully performed, the Owner will accept the project (Final Acceptance). Final payment will be issued once Final Acceptance is complete.

9 LIQUIDATED DAMAGES

The owner will suffer financial loss if the project is not Substantially completed on the date set forth in the Contract language. In as much as the actual loss due to the lost use of the facility and inconvenience to Owner and the public are difficult to ascertain, the Contractor shall agree, as a condition of the Contract that the Contractor (and his Surety) shall be liable for and shall pay to the Owner the sum hereinafter stipulated as fixed, agreed and liquidated damages for each calendar day of delay until the work is Substantially Complete:

Three hundred dollars and No Cents (\$300)

10 INSURANCE

Within 5 days of notification of award (or such other time as designated by Purchasing), the apparent successful Proposer will provide certificates of insurance required herein and will maintain the insurance during the life of the Contract. There are no provision for exceptions to this requirement. Failure to provide the certificates of insurance within the 5 business day period may be cause for your Quote to be declared non-responsive or for your Contract to be cancelled.

Proposer shall carry liability and property damage insurance that will protect it and WASD from claims for damages for bodily injury, including accidental death, as well as for claims for property damages, which may arise from operations under the Contract whether such operations be by themselves or by anyone directly or indirectly employed by either of them.

Proposer shall not commence work under the Contract until it obtains all insurance required under this provision and furnishes a certificate or other form showing proof of current coverage to WASD. All insurance policies and certificates must be signed copies. After work commences, the Proposer will keep in force all required insurance until the Contract is terminated.

10.1 Commercial General and Umbrella Liability Insurance

Contractor shall maintain Commercial General Liability (CGL) and, if necessary, Commercial Umbrella insurance with a limit of not less than \$1,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to the Contract.

10.1.1 CGL insurance shall be written on ISO occurrence form CG 00 01 (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

10.2 Commercial Automobile and Commercial Umbrella Liability Insurance

Contractor shall maintain Commercial Automobile Liability and, if necessary, Commercial Umbrella Liability insurance with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of any auto (include owned, hired, and non-owned autos).

10.2.1 Proposer may request a waiver from providing Commercial Automobile and Commercial Umbrella Liability Insurance in its Bid or Proposal if the Proposer will not use any owned, hired or non-

owned vehicles to conduct business under the Contract, if it is awarded the Contract, and WASD will consider the request. If the Proposer submits a request to waive the provision of Commercial Automobile and Commercial Umbrella Liability Insurance after the due date and time for receipt of Quotes or Proposals, WASD may not consider the request.

10.3 Worker’s Compensation Insurance and Employer’s Liability

Contractor shall maintain workers compensation and employer’s liability. The employer’s liability shall have limits not less than \$500,000 each accident for bodily insurance by accident or \$500,000 each employee for bodily injury by disease.

10.3.1 Contractor must provide either a certificate of workers compensation insurance issued by a surety licensed to write workers compensation insurance in the State of Idaho, as evidence that the Contractor has in effect a current Idaho workers compensation insurance policy, or an extraterritorial certificate approved by the Idaho Industrial Commission from a state that has a current reciprocity agreement with the Idaho Industrial Commission.

10.4 Notice of Cancellation or Change

Contractor shall ensure that should any of the above described policies be cancelled before the expiration date thereof, or if there is a material change, potential exhaustion of aggregate limits or intent not to renew insurance coverage(s), that written notice will be delivered to WASD in accordance with the policy provisions.

10.5 Reporting Provisions Non-Compliance

Contractor shall further ensure that all policies of insurance are endorsed to read that any failure to comply with the reporting provisions of this insurance, except for the potential exhaustion of aggregate limits, shall not affect the coverage(s) provided to WASD, and its schools, officers and employees.

10.6 Waiver of Subrogation

All policies shall contain waivers of subrogation. The Contractor waives all rights against WASD and its officers, employees, and agents for recovery of damages to the extent these damages are covered by the required policies. Policies may contain deductibles but such deductibles will not be deducted from any damages due to WASD.

11 SUPPLEMENTAL INFORMATION

The successful Contractor is to comply with the provisions of the Idaho Code requiring all Public Works contracts to be reported to the State Tax commission; and further, Contractor will pay or will secure to the satisfaction of the respective taxing units all taxes for which Contractor’s property is liable when due or delinquent. The following sections of the Idaho Code specifically explains the requirements to be met in respect for performing a Public Works Contract.

44-1001. EMPLOYMENT OF RESIDENTS OF IDAHO – WAGE SCALE – FEDERAL FUNDS.

In all state, county, municipal, and school construction, repair, and maintenance work under any of the laws of this state the contractor, or person in charge thereof must employ ninety-five percent (95%) bona fide Idaho residents as employees on any such contracts except for procurement authorized in section 67-2802(2), Idaho Code, or where under such contracts fifty (50) or less persons are employed the contractor may employ ten percent (10%) nonresidents, provided however, in such a case employers must give preference to the employment of bona fide Idaho residents in the performance of such work; provided, that in work involving the expenditure of federal aid funds this act shall not be enforced in such a manner as to conflict with or be contrary to the federal statutes

prescribing a labor preference to honorably discharged members of the United States armed forces, including airmen, soldiers, sailors, and marines, prohibiting as unlawful any other preference or discrimination among the citizens of the United States.

This project ___IS ___X IS NOT a federally funded project.

63-1501. DEFINITIONS—As used in this act, the following terms shall have the following meanings:

“Contracting units” shall include the state or any officer or department thereof, the counties or other subdivisions of the state, and all municipal and quasi-municipal corporations therein.

“Contractor” shall mean any person, firm, co-partnership, associations, or corporation, foreign or domestic, entering into a contract for the construction, erection, repair, or improvement of any kind or character of public works in this state.

“Taxes” shall mean all taxes, assessments, excises, and license fees authorized to be levied, assessed, and collected under the laws of this state, other than taxes or real property.

“Taxing Unit” shall mean the state or any officer or department thereof, the counties or other subdivisions of the state, and all municipal and quasi-municipal corporations therein authorized by law to assess, levy the collect taxes.

63-1502. CONDITIONS PRECEDENT TO CONTRACT FOR PUBLIC WORK.

Before entering into a contract for the construction of any public works in this state, the contracting unit shall require as conditions precedent that the contractor be authorized to do business in this state and that he furnish satisfactory evidence that he has paid or secured to the satisfaction of the respective taxing units all taxes for which he or his property is liable then due or delinquent.

63-1503. CONTRACTOR FOR PUBLIC WORKS TO PAY OR SECURE TAXES—AGREEMENT

Every contract for the construction of public works by a contracting unit of this state shall contain substantially the following provisions:

The contractor, in consideration of securing the business of erecting or constructing public works in this state, recognizing that the business in which he is engaged is of a transitory character, and that in the pursuit thereof, his property used therein may be without the state when taxes, excises, or license fees to which he is liable become payable, agrees:

1. To pay promptly when due all taxes, (other than on real property), excises and license fees due to the state, its subdivisions, and municipal and quasi-municipal corporations therein, accrued or accruing during the term of this contract, whether or not the same shall be payable at the end of such term;
2. That if the said taxes, excises, and license fees are not payable at the end of said term, but liability for the payment thereof exist, even though the same constitute liens upon his property, to secure the same to the satisfaction of the respective officers charged with the collection thereof; and
3. That, in the event of his default in the payment or securing of such taxes, excises, and license fees., to consent that the department, officer, board or taxing unit entering into this contract may withhold from any payment due him hereunder the estimated amount of such accrued and accruing taxes, excises, and license fees for the benefit of all taxing units to which said contractor is liable.

63-1504. DUTY OF PUBLIC OFFICERS TO WITHHOLD AMOUNT OF TAXES

Before the State Board of Examiners, the Board of County Commissioners, or the board of any municipal or quasi-municipal corporation or their taxing unit in this state, it shall require that the claimant furnish evidence that he has paid all taxes, excises, and license fees due to the state and its taxing units, due and payable during the term of the contract for such construction, and that he has secured all such taxes, excises, and license fees liability for the

payment of which has accrued during the term of such contract, notwithstanding they may not yet be due or payable.

63-1505. PENALTY FOR DERELICTION OF DUTY

Any officer of a contracting unit who fails to comply with or violates any of the provisions hereof shall be liable personally and on his official bond for the amount of any tax loss by any taxing unit incurred as a result of failure to comply with the terms hereof.

54-1904A. FILING OF NOTICES AND INCOME TAX RETURNS—PAYMENT OF INCOME TAXES BY CONTRACTORS

Within thirty (30) days after any public works contractor who is required to be licensed pursuant to this chapter has been awarded a contract for construction to be performed within the State of Idaho involving the expenditure of any public moneys, the contract awarding agency shall notify the State Tax Commission that the contract has been awarded and shall provide to the State Tax Commission the name and address of the prime contractor. Upon written request of the State Tax Commission, the prime contractor, within thirty (30) days, shall file with the State Tax Commission a signed statement showing the date on which such contract was made or awarded, the names and addresses of the home offices of the contracting parties, including all subcontractors, the state of incorporation if the party is a corporation, the project number and a general description of the type and location of the work to be performed, the amount of the prime contract and all subcontracts, and all other relevant information which may be required on forms which may be prescribed by the State Tax Commission. The State Tax Commission shall forward to the administrator such information from the form as the administrator and the State Tax Commission agree is necessary for the administrator to fulfill the requirements of section 54-1913, Idaho Code. Every contractor or subcontractor whose name appears on any such notice shall be required to file income tax returns with the State Tax Commission and to pay all income taxes which may be due thereon pursuant to law for all years in which any public moneys were received by him in connection with any construction work which was performed within the State of Idaho.

63-3624(g). ADMINISTRATION -- In the administration of use tax, the State Tax Commission may require the filing of reports by any person or class of persons having in his or their possession or custody information relating to sales of tangible personal property, the storage, use, or other consumption of which is subject to the tax. The reports shall be filed when the State Tax Commission requires and shall set forth the names and addresses of purchasers of tangible personal property, the sale price of the property, the date of sale, and such other information as the State Tax Commission may require.

List of Attachments	Required Submittal Items
Attachment 1-Quote Submission Form	Attachment 1-Quote Submittal
Attachment 2-Idaho National Sex Offender Registry Registry	Attachment 2-Idaho National Sex Offender
Attachment 3-Contractor/Vendor Affidavit	Attachment 3-Alcohol/Drug Affidavit
Attachment 4-Contractor’s Affidavit Concerning Taxes Taxes	Attachment 4-Contractor’s Affidavit Concerning
	5% Bid Bond (if quote is >\$50,000)

ATTACHMENT 1
QUOTE SUBMISSION FORM
RFQ #810607

The Proposer, in compliance with the request for quotes for **Frontier Elementary Exterior Paint-#810607** for West Ada School District, may have attended the Pre-Quote Conference, examined the specifications and other related documents, hereby proposes to furnish all labor, materials, equipment and supplies in accordance with the project specifications, for the prices stated below. The prices are to cover all expenses incurred in performing the work required under the project specifications.

Proposer acknowledges receipt of addenda #1____ #2____ #3____ #4____ #5____
(INITIAL TO ACKNOWLEDGE)

BASE QUOTE: Proposer agrees to perform all of this work as described in the specifications for the sum of:

Dollars (\$_____)

**(AMOUNT SHALL BE SHOWN IN BOTH WORDS AND FIGURES.
In case of discrepancy, the amount shown in words will govern)**

PROPOSER'S SIGNATURE: _____

SIGNED THIS _____ DAY OF _____, 2018

NAME OF COMPANY _____

PRINCIPAL, OFFICER, OR INDIVIDUAL SIGNATURE _____

PRINTED NAME AND TITLE _____

MAILING ADDRESS _____

CITY, STATE, ZIP CODE _____

PHONE (____) _____ FAX (____) _____

E-MAIL _____

FEDERAL EMPLOYER IDENTIFICATION NUMBER (FEIN) _____

PUBLIC WORKS LICENSE NUMBER _____

ATTACHMENT 2
IDAHO/NATIONAL SEX OFFENDER REGISTRY

Idaho Code §18-8329 prohibits any person who is registered or required to register under the Idaho Sex Offender Registration Act from being on school property if the person has reason to believe children under the age of 18 are present. West Ada School District (WASD) Policy 504.81 reads, in part:

It is prohibited for any person who is currently registered or required to register under the sex offender registration act as provided in Idaho Code 18-8329 to apply for/accept employment, or to volunteer at a school, or to be upon or to remain on the premises of a school or facility owned by West Ada School District while children are present.

As a provider of goods and/or services to WASD, your company and those in your employment are subject to this law and district policy.

Please sign and return this letter confirming to the District that your company will prohibit any persons in your employ who are registered or required to register under the Idaho Sex Offender Registration Act from participation in company business with the District if such participation would require them to be present on school property. Further, by signing, you confirm that you have crosschecked such employees against the Idaho Sex Offender Registry and the National Sex Offender Registry found at the following web links:

www.isp.idaho.gov/sor_id/

<http://www.nsopr.gov/>

In addition, by signing, you agree to provide WASD with a list of all employees assigned to work on WASD property if your company is awarded the project and will provide updated lists if/when new employees are assigned to the project. Further, you agree to provide lists of all subcontractor employees to WASD and will provide updated lists if/when new subcontractor employees are assigned to the project. Please send the list of employees via email to purchasing@westada.org or submit in person to Kim Harp at the District Service Center.

Company/Contractor Name (Print)

Signature of Company/Contractor Representative

Printed Name

Date

ATTACHMENT 3
CONTRACTOR/VENDOR AFFIDAVIT
CONCERNING ALCOHOL AND DRUG-FREE WORKPLACE

STATE OF _____

COUNTY OF _____

Pursuant to the Idaho Code, Section 72-1717, I, the undersigned, being duly sworn, depose and certify that _____ is in compliance with the provisions of Idaho Code section 72-1717; that _____ provides a drug-free workplace program that complies with the provisions of Idaho Code, title 72, chapter 17 and will maintain such program throughout the life of a state construction contract and that _____ shall subcontract work only to subcontractors meeting the requirements of Idaho Code, section 72-1717(1)(a).

Name of Contractor

Address

City and State

By: _____
(Signature)

Subscribed and sworn to before me this _____ day of _____, 20____.

NOTARY PUBLIC, residing at

Commission Expires

ATTACHMENT 4

CONTRACTOR'S AFFIDAVIT CONCERNING TAXES

STATE OF _____

COUNTY OF _____

Pursuant to the Idaho Code, Title 63, Chapter 15, I, the undersigned, being duly sworn, depose and certify that all taxes, excises and license fees due to taxing units in the State of Idaho, for which I or my property is liable then due or delinquent, have been paid, or secured to the satisfaction of the respective taxing units.

Name of Contractor

Address

City and State

By: _____
(Signature)

Subscribed and sworn to before me this _____ day of
_____, 20____.

NOTARY PUBLIC, residing at

Commission Expires