



West Ada School District
Purchasing Department

Request for Quotes (RFQ) 830601

Countertops & Cabinetry Repair at
Meridian Medical Arts Charter High School

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RFQ ADMINISTRATIVE INFORMATION

RFQ Project Description

JOINT SCHOOL DISTRICT #2, DBA WEST ADA SCHOOL DISTRICT IS SEEKING QUOTES FOR Countertops and Cabinetry Repair at Meridian Medical Arts Charter High School, 1789 E. Heritage Park Ln, Meridian, ID 83646.

RFQ Lead:

MIKE CARRITHERS, PURCHASING AGENT
WEST ADA SCHOOL DISTRICT
1303 E CENTRAL DR
MERIDIAN, ID 83642
PURCHASING@WESTADA.ORG
208.350.5003

Submit Quote:

PURCHASING DEPARTMENT
1303 E CENTRAL DR
MERIDIAN, ID 83642
PURCHASING@WESTADA.ORG

Deadline to Receive Questions:

OCTOBER 26, 2018 @ 10:00 AM MDT

Submit Questions to:

PURCHASING@WESTADA.ORG

RFQ Pre-Quote Conference:

HIGHLY RECOMMENDED
CONTACT TO SCHEDULE
SCOTT HILL, PRINCIPAL
MERIDIAN MEDICAL ARTS CHARTER HIGH SCHOOL
208.602.1038
HILL.SCOTT@WESTADA.ORG

RFQ Closing Date:

NOVEMBER 2, 2018 @ 10:00 AM MST

REQUEST FOR QUOTE

RFQ 830601

Quotes will be received at the West Ada School District Service Center, 1303 E. Central Dr. Meridian, ID 83642-7991 until **10:00 AM MDT, Friday November 2, 2018.**

COUNTERTOPS & CABINETRY REPAIR @ MERIDIAN MEDICAL ARTS CHARTER HIGH SCHOOL

QUALIFICATIONS: To qualify for consideration, each Quote must be:

1. Physically received no later than the hour and closing date prescribed above.
2. Received complete and returned with:

- Signed & Complete Quote Submittal Form
- Idaho National Sex Offender Registry form
- Contractor/Vendor Affidavit Concerning Alcohol and Drug Free Workplace Form
- Contractor/Vendor Affidavit Concerning Taxes
- 5% Bid Bond if bid is >\$50,000
- A public works license commensurate with the amount of your bid

NON-RESPONSIVE: Failure to comply with the above requirements shall constitute grounds for the quote to be declared non-responsive.

GENERAL CONDITIONS

1. The detailed requirements of the specifications shall supersede any conflicting provisions of these General Provisions.
2. Hereinafter, the word "District" means Joint School District #2 dba West Ada School District or its authorized representative.
3. **PROMPT PAYMENT TERMS WILL NOT INFLUENCE THE AWARD** (except in case of ties).
4. **BIDDERS SURETY:** Any bid which exceeds \$50,000 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 bid, made payable to West Ada School District. Certified/cashier's checks of unsuccessful bidders will be returned upon award of the bid.
5. **PREPARATION AND SUBMISSION:**
 - a. Quotes will be received at the District Service Center, 1303 E. Central Drive, Meridian, ID 83642.
 - b. Quotes received later than the time and date specified in the Request for Quote will not be considered.
 - c. All prices and other notations must be typewritten or written in ink. No erasures are allowed. Strike through any changes. All changes must be initialed by the person signing the quote.
 - d. Vendors must quote separately upon each item, showing unit price and extension. In case of error in computation, the unit price shall prevail.
 - e. Vendor shall quote lowest net price, best delivery date, maximum discount terms for prompt payment and make and model of the item offered.
 - f. **WITHDRAWAL OR CHANGE OF QUOTE:** Quotes may be withdrawn prior to the stated closing time. No change or corrections or withdrawal of quotes will be permitted thereafter. Failure to read or comply with the enclosed general information in no way relieves a vendor from his liabilities arising hereunder. If there is a delay of 60 days for award, the quote may be withdrawn.
 - g. Unless otherwise stated, specifications call for equipment and supplies that are new and unused, or current manufacture.
 - h. In the event of a conflict between the General Conditions and the Special Terms and Conditions attached hereto, the Special Terms and Conditions will have precedence.
 - i. All terms, specifications and instructions set forth in this request are incorporated by this reference into your response.
6. **RESULTS:** The board holds regular meetings monthly. Please refer to the District website for the most current Board schedule. In accordance with District procedures, recommendations are generally presented for Board action at the next regularly scheduled meeting. The results are made available at the District Service Center and on the District website (westada.org) the following day. However, individual recommendations will not be given over the telephone or fax due to the length of time involved. Vendors are encouraged to review the recommendation postings during normal working hours at the District Service Center. It shall be the responsibility of the interested party to ascertain the actual date of posting and/or Board meeting for the specific bid of interest.
7. **AWARDS & RESERVATIONS:** The Board of Trustees (The Board) of West Ada School District reserves the right to:
 1. Reject all non-conforming, non-responsive, or conditional quotes, to accept or reject any and/or all quotes, portions thereof.
 2. Accept any part of the quote at prices quoted, to the best advantage of the District, unless vendor positively limits his quote to "all or none".
 3. Waive any minor informality or irregularity (error/omissions) in any quote.
 4. Reject the quote of a Proposer who has previously failed to perform properly or complete on time contracts of a similar nature.
 5. Reject the quote of a Proposer who has previously defaulted on any contract with the Owner.
 6. Reject the quote of a Proposer who is not, in the opinion of the Owner, in a position to perform the contract; and or all quotes when such reject is in the interest of the Owner.
 7. To accept the quote or quotes it deems to be in the best public interest.

8. Award to the lowest responsible vendor in the opinion of and at their discretion. The decision of the Board shall be final and conclusive.

Quotes are subject to acceptance within sixty (60) days of closing date, and quotes shall remain irrevocably in effect for sixty (60) days after RFQ closing.

8. **DELIVERY/F.O.B.:** All articles, unless otherwise specified, must be delivered, ready for use, F.O.B. School Site Location, West Ada School District, in quantities and within the time specified by the purchase order. No charges for the transportation, handling, containers, packing, etc., will be allowed unless otherwise specified in the purchase order. All articles shall be subject to inspection and acceptance or rejection by the District.
9. **DEFAULT BY VENDOR:** The District shall hold the vendor responsible for any damage which may be sustained because of the failure or neglect of the vendor to comply with any term or condition listed herein or in the purchase order, it being specifically provided and agreed that time shall be the essence of the contract delivery requirements. If the vendor fails or neglects to furnish or deliver any of the materials, supplies or services listed herein at the prices named and at the time and places herein stated or otherwise fails or neglects to comply with the specifications and other terms of the contract, the District may, upon written notice to the vendor, cancel the contract in its entirety or cancel or rescind any or all items affected by such default, and may, whether or not the contract is cancelled in whole or in part, purchase the materials, supplies or services elsewhere without notice to the vendor. The prices paid by the District at the time such purchases are made shall be considered the prevailing market prices. Any extra cost incurred by such default may be collected by the District from the vendor and the surety on the performance bond, if any. Failure to pay said amount to the District upon demand will result in the company being removed from the bid list for a period of not less than three (3) years from the date of infraction. Thereafter, the bidder may request to be reinstated to the bid list.
10. **ASSIGNMENT:** No contract awarded under this proposal shall be assigned except with the District's written approval.
11. **PAYMENT:**
 - a. Payment will be made only to the firm name written on the quote submittal.
 - b. All cash discount (prompt payment terms) shall be taken and computed from the date of acceptance of material or the date of receipt of the invoice, whichever is later.
12. **WARRANTY:** Period shall begin on the date that the article is placed in service by the user. Each vendor shall state in writing the warranty on parts, labor and travel costs, when applicable.
13. **PERMITS AND LICENSES:** The vendor and all of his employees or agents shall secure and maintain in force such licenses and permits as are required by law, in connection with the furnishing of materials, articles or services herein listed.
14. **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 bid, Request for Proposal (RFP), Request for Quote (RFQ), subcontract or order, the vendor's proposal shall be disqualified and shall not be reinstated.
15. **PROTESTS:** All vendors are cautioned that strict guidelines and timetables must be followed in order to file an official protest on specifications or the award of contract. A copy of District Policy is posted in the office of the Purchasing Agent for review; copies may also be obtained upon request. Failure to adhere to District Policy, or, failure to file a protest within the time prescribed, shall constitute a waiver of proceedings.
16. **CONTRACT DOCUMENTS:** The complete purchase agreement includes but is not limited to the following documents: The advertisement for bids (when required), the bid and purchase order conditions, the specifications and drawings, the quote of the supplier and its acceptance by the District, the purchase order, performance guarantee, and all amendments thereto. Any of these documents shall be interpreted to include all provisions of the other documents as though fully set out therein.
17. **PUBLIC RECORDS:** All information submitted in response to this request shall become public record ten (10) days after quote opening or after the award has been approved by the Board of Trustees. All information submitted as "Trade Secret" information should be submitted in a separate envelope and so indicated. If challenged, the bidder who submits the "Trade Secret" information will bear all costs associated with defending their position.

18. **COURT VENUE:** Venue for any and 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.
19. **FORCE MAJEURE CLAUSE:** The parties to the contract shall be excused from performance thereunder during the time of the extent that they are prevented from obtaining, delivering or performing by act of God, fire, strike, loss or shortage of transportation facilities, lockout, or commandeering of materials, products, plants or facilities by the government, when satisfactory evidence thereof is presented to the other party, provided that it is established that the non-performance is not due to the fault or neglect of the party not performing.

SPECIAL TERMS AND CONDITIONS

1 PURPOSE

The purpose of this Request for Quote (RFQ) is to select a vendor to perform replacement and repair of the countertops and cabinetry in nine (9) rooms within Meridian Medical Arts Charter High School.

2 TIMELINES

Deadline for Quote Submission: November 2, 2018 @ 10:00 AM MST

E-mail quotes to: purchasing@westada.org

Construction start date will be as soon as practical after contract award. Substantial completion of the project is **June 30, 2019**.

3 SPECIFICATIONS/SCOPE OF WORK

3.1 SCOPE OF WORK

West Ada School District is soliciting quotes for the replacement and repair of the countertops and cabinetry nine (9) rooms at Meridian Medical Arts Charter High School. This project will be done in phases, as needed to accommodate construction being performed when school is not in session. Work schedules will be coordinated with the building administration.

Unless otherwise specified, the Contractor shall supply all labor, materials, transportation, apparatus and tools necessary for the entire, proper and substantial completion of his work, and shall install, maintain, and remove all equipment of the construction and other utensils or things, and be responsible for the safe, proper and lawful construction, maintenance, and use of same. The Contractor shall also do the work complete, in the best and most workmanlike manner, in accordance with his contract and everything properly incidental thereto, as stated in the specifications or reasonably implied there from, all in accordance with the contract Documents.

MAIN OFFICE:

- Replace existing countertops and backsplashes with Corian Silver Birch solid surface.
- All edges/corners to be rounded.
- Add grommets to access data & power
- **Alternate 1:** Rebuild/Construct cubby unit on top of main counter if it is damaged when being separated from main countertop.

ROOM 3 CHEMISTRY:

- Replace existing countertops and backsplashes with chemical resistant epoxy resin solid surface.
- Replace existing sinks, reuse faucets.
- Reinstall gas outlets in new countertops.
- Replace existing eyewash stations with new units that drain in to sinks.
- Relocate power at interior stations to existing columns coming out of ceiling.
- Repair chipping in cabinet faces.
- Construct laptop shelf made of same surface as countertops installed above counter on perimeter walls. Add grommets to pass power and data cords through to outlets below. Install shelf at an angle to allow

for viewing of laptop screen while laptop is open on shelf. Install lip/rail to prevent laptop from sliding off laptop shelf.

- Do not reinstall data connections in counter surfaces.

CAFETERIA:

- Construct standing height work space along windows on south wall.
- Work space to be installed between doors and to left of east door to corner.
- Surface material to be Corian Silver Birch to match office countertops, to include backsplash.
- No power or data required.

SCIENCE STORAGE ROOM:

- Replace existing countertops and backsplashes with chemical resistant epoxy resin solid surface.
- Replace existing sinks, reuse faucets.

BIOLOGY

- Replace existing countertops and backsplashes with chemical resistant epoxy resin solid surface.
- Reinstall gas outlets in new countertops.
- Replace existing eyewash stations with new units that drain in to sinks.
- **Alternate 2:** Replace sinks, reuse faucets

ROOM 9

- Replace existing countertops and backsplashes with chemical resistant epoxy resin solid surface.
- **Alternate 3:** Replace existing countertops and backsplashes in Room 9 office using bullnosed blue laminate that closely matches floor tiles.

ROOM 8

- Replace existing countertops and backsplashes with bullnosed blue laminate countertops that closely matches flooring tile.
- Replace existing sink, reuse faucet

ROOM 7 MEDICAL STORAGE

- Replace existing countertops and backsplashes with bullnosed blue laminate that closely matches floor tiles.
- Replace existing sink, reuse faucet

TECH ROOM

- Replace existing countertop and backsplashes with Corian Silver Birch solid surface.
- Add grommets for access to data and power.

3.2 MEASUREMENTS

Before ordering any material or doing any work, the contractor shall verify all measurements and shall be responsible for the correctness of same.

Before submitting bids for his/her work, each bidder will be held to have examined the premises and satisfied himself as to existing conditions under which he will be obliged to operate, or that will, in any manner, effect the work under this contract. No allowance shall be made subsequently on behalf of the Contractor for any error or negligence on his part.

3.3 PERMITS

The Contractor shall obtain and pay for any and all permits, fees, or inspections required for the work.

3.4 PROTECTION

The Contractor shall maintain all existing protection and provide and maintain all additional protection as required by the governing laws, rules, regulations, and ordinances. All protection shall be removed from the premises when directed.

Protection and methods of protection shall be the responsibility of the Contractor until the completion of all work under this contract. When the whole or a portion of the work is suspended for any reason, each Contractor shall

properly cover over, secure, and protect such work from rain, wind, etc., as well as be liable for equipment left unprotected which can be an attractive nuisance or sustain injury from any other cause.

3.5 EQUIPMENT

Except as otherwise specified, each contractor or subcontractor shall furnish, at his own cost and risk, all tools, apparatus, hoists, derricks, including power for same, scaffolding and all temporary work and materials necessary for the execution of this contract.

3.6 HANDLING MATERIALS

Building materials, Contractor's equipment, etc., may be stored at the premises, but placing of same shall be subject to the approval of the Project Manager.

Each Contractor shall protect and be responsible for any damage to his work or materials from the date of the agreement until the final payment to him is made, and shall make good, without cost to the Owner, any damage or loss that may occur during this period.

Each contractor shall handle all material so that it may be inspected by the Project Manager. Should any material be found defective or in any way contrary to the Contract, this material, no matter in what state of completion, may be rejected by West Ada School District and removed from the premises at once.

3.7 INSPECTIONS

The Owners and their representatives shall, at all times, have access to the work wherever it is in preparation or progress, and each contractor shall provide proper and safe facilities for such access and for inspection. The Owner will have a Project Manager assigned to make periodic inspections of the work in progress in order to check whether such work is in conformance with Specifications and Bid Documents.

3.8 RESPONSIBILITY OF CONTRACTORS

The contractor shall hold harmless from and indemnify the Owner against all claims, suits, actions, costs, counsel's fee, expenses, damages, judgment of degrees, by reason of any person or persons or property being damaged or injured by the Contractor or any of his sub-contractors, or any person employed under said Contractor or any of his sub-contractors, or in any capacity during the process of the work, whether by negligence or otherwise.

Each contractor shall be held responsible for the execution of a satisfactory and complete piece of work in accordance with the true intent of the specifications. He shall provide, without extra charge, all incidental items required as part of his work, even though not particularly specified or indicated. He shall proceed with the work only with the understanding that a satisfactory and complete job will be required.

3.9 MATERIALS AND WORKMANSHIP

The Contractor shall, if required, furnish satisfactory evidence as to the kind and quality of his workmanship.

3.10 COMPLIANCE WITH SEXUAL OFFENDER LAW

Per Idaho Code 18-8329, the contractor will prohibit any persons in their employ who are registered or required to register under the sex offender registration act from participation on this project if such participation would require them to enter upon school property. The Idaho/National Sex Offender Registry document must be included in the Proposer's bid packet.

3.11 BACKGROUND CHECKS

The Contractor agrees 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, Contractor agrees 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.

4 CONDITIONS AND INSTRUCTIONS

4.1 GENERAL INSTRUCTIONS

The following instructions have been developed specifically for this RFQ and may or may not be the same as previous or future solicitations for this type of service or commodity. Therefore, all vendors are urged to review these instructions in detail before submitting their quotes.

These are the general instructions for RFQ procedures only for West Ada School District (the District), Meridian, Idaho, and can be superseded by special instructions and addenda.

4.2 CONFLICT OF INTEREST

All vendors must disclose, with their quote, the name of any officer, director or agent who is also an employee of West Ada School District. Further, all vendors must disclose the name of any District employee who owns, directly or indirectly, an interest of five percent (5%) or more in the vendor's firm or any of its branches.

4.3 AFFIRMATIVE ACTION/EQUAL EMPLOYMENT OPPORTUNITY EMPLOYER

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 State Code which protect persons against discrimination.

4.4 FAIR EMPLOYMENT PRACTICES

In the performance of this Contract, the Vendor will not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, sex, age, disability, or national origin. The Vendor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, ancestry, sex, age, condition of disability, national origin or other prohibited reason. Such action shall include, but not limited to, the following: employment, promotion, demotion or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Vendor shall post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of the Fair Employment Practices Section.

The Vendor will permit access to their records of employment, employment advertisements, application forms, and other pertinent information and records by the Affirmative Action/Title IX Programs Section for the purposes of investigation to ascertain compliance with the Fair Employment Practices Section of the Contract.

4.5 DRUG FREE WORKPLACE CERTIFICATION

A quote received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In case of a tied quote, established procedure for processing quotes will be followed if none of the tied vendors have a drug-free workplace program.

Action required: Please include a statement in the quote as to whether or not your workplace has implemented a Drug-Free Workplace Program. The absence of this statement in the quote document will be construed to mean that there is no such program in place.

4.6 HOLD HARMLESS CLAUSE

VENDOR shall defend, indemnify, and hold harmless the DISTRICT and its governing board, officers, employees and agents from and against any and all demands, debts, liens claims, losses, damages, liability, costs, expenses (including, but not limited to attorney fees and costs), penalties, assessments, judgements, or obligations, actions, or causes of action, whatsoever for or in connection with any injury, damage, or loss to any person or property, including the DISTRICT, arising from or connected in any way directly or indirectly or as a consequence of the acts

and omissions of VENDOR, its agents, or any person, firm or corporation employed by the VENDOR, either directly or by independent contract, arising out of, or in any way connected with, the services covered by this AGREEMENT, including, but not limited to, its failure to comply with its obligations under this AGREEMENT and under the law.

4.7 ERRORS IN QUOTE/RELIEF FROM QUOTE

Vendors or their authorized representatives are expected to carefully examine all documents in the solicitation to obtain knowledge of existing conditions, limitations and requirements before submitting quotes. Failure to do so will be at the Vendor's own risk. In case of error in extension of the prices in the quote, the unit price shall govern at the discretion of the Purchasing Agent. See Idaho Code 54-1904C.

4.8 PREPARATION OF QUOTE

Before submitting a quote, the Vendor shall thoroughly familiarize themselves with all Terms and Conditions and any addenda issued before the RFQ Closing. Such addenda shall form a part of the RFQ and shall be made a part of the Contract Documents. It shall be the Vendor's responsibility to ascertain that their quote includes all addenda issued prior to the RFQ Closing. Vendor should review carefully, information provided, to insure that they are thoroughly familiar with all the requirements, conditions and cost implications that will exist if a contract is awarded to them. No quote preparation costs will be assumed by WASD and are the vendor's responsibility.

The Vendor must satisfy themselves by personal examination and by such other means as they may prefer as to the actual conditions and requirements under which the service must be performed. If under inspection and examination by the Vendor there are any existing conditions or requirements of the service which are not completely understood by the Vendor, they shall contact the RFQ Lead at the telephone number listed on the Administration page for such information that the District representative may have.

Vendors are expected to examine the specifications and all instructions of the RFQ. Failure to do so will be at the Vendor's risk. Each Vendor shall furnish the information required by this RFQ. The Vendor shall print or type his/her name on the quote. No erasures are allowed and any changes must be struck through and initialed by the person signing the quote with the corrections thereafter.

Envelopes must be sealed and clearly marked on the outside "MMACHS". **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 having the authority to bind, with company name, date, etc., and labeled as above, otherwise quote is considered non-responsive.

4.9 ADDENDA

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 RFQ. If any addenda are issued to this RFQ, a good faith attempt will be made to deliver a copy of each to all prospective vendors who were provided with an RFQ packet. However, prior to submitting the quote, it shall be the sole responsibility of each vendor to contact Mike Carrithers, Purchasing Agent, (208)350-5003 to determine if addenda were issued and, if so, to obtain such addenda for attachment and acknowledge receipt of such addenda in the quote submission. Questions pertaining to this RFQ must be submitted in writing to purchasing@westada.org.

4.10 APPROPRIATION OF FUNDS

In the event funds for any specific item(s) are not appropriated, the District reserves the right not to have the work completed as shown in this RFQ. Any order issued as a result of this solicitation is contingent upon the availability of appropriated funds. If funds do not become available or are withdrawn, the District reserves the right to cancel any project or terminate the contract without penalty or expense to the District.

4.11 FORM OF BID

You are hereby invited to submit a quote for the Countertop Replacement and Cabinetry Repair at Meridian Medical Arts Charter High School

Quotes will be received by West Ada School District until 10:00 AM MDT, Friday, November 2, 2018. Any proposal received after this time and date will be returned unopened to the sender.

Quotes can be mailed to: 1303 E. Central Dr., Meridian, ID 83642. Envelopes must be sealed and clearly marked on the outside "MMACHS"

Quotes can also be sent via e-mail to purchasing@westada.org. Put "MMACHS" in the subject line of your e-mail. A scanned copy of a bid bond is acceptable but the original would need to be received if you are the selected vendor for the project.

Prices are to be F.O.B. School Site Location, West Ada School District.

Quotes are to include all applicable use tax, federal tax, permits and fees etc. Quotes should not include excise or other exempt taxes.

Proposers shall be licensed in the State of Idaho, in accordance with provisions of an act known as "Public Works Contractors' State License Law, Title 54, Chapter 19, Idaho Code Amended." The term "Public Works Contractors" include the general, subcontractor, or specialty contractor regardless of the value involved.

Oral, telephonic, or telegraphic quotes or modifications will not be considered.

Quotes are to be held firm for ninety (90) days after the submission deadline date provided the quote has not been withdrawn according to the provisions of Paragraph 2.0.

As evidence of qualification, a bidder whose proposal is under consideration shall, upon request, promptly submit satisfactory evidence of his financial resources, his experience, and the organization and equipment he has available for the performance of the contract.

4.12 WITHDRAWAL OF QUOTE

Any Proposer may withdraw his/her quote, either in person or by written request, at any time prior to the time set for the submission deadline.

No quote may be withdrawn or modified after the time set for submission deadline, unless and until the award of the contract is delayed for a period exceeding sixty (60) days.

Request for withdrawal is in compliance with existing Public Works rules and regulations.

4.13 REJECTION OF QUOTE

The Board of Trustees reserves the right to accept or reject any and/or all quotes, portions thereof, and waive any informality which is deemed to be in the best interest of the West Ada School District, including but not limited to:

To reject the quote of a Proposer who has previously failed to perform properly or complete on time contracts of a similar nature.

To reject the quote of a Proposer who has previously defaulted on any contract with the Owner.

To reject the quote of a Proposer who is not, in the opinion of the Owner, in a position to perform the contract; and or all quotes when such reject is in the interest of the Owner.

4.14 ACCEPTANCE OF QUOTE AND NOTICE OF AWARD

The contract shall be deemed as having been awarded when formal notice of award (Notice of Award) shall have been duly given to the Contractor in writing, by some officer or agent of the Owner, duly authorized to give such notice.

Contract time shall commence and Contractor shall start work on the date to be specified in the written "Notice To Proceed" from Owner except that no work shall be started until the required Certificates of Insurance have been delivered to, and found to be acceptable to the Owner.

Information of the quote tabulation may be obtained after the award has been approved by the Board of Trustees.

4.15 QUOTE GUARANTEES, PERFORMANCE AND PAYMENT BONDS

4.15.1 A surety bond, certified check or cashier's check in the amount of five percent (5%) of the total proposal, if over \$50,000.00, shall accompany each quote. The bond or check of all Proposers will be retained until the award is made to the successful Proposer, a contract is entered into and the contractor furnishes a 100% Performance Bond and 100% Payment Bond.

4.15.2 Should a proposer fail to enter into a contract or not furnish the required bonds within five (5) business days after his proposal has been accepted by the Notice of Acceptance, his bond guarantee will be forfeited to the owner as liquidated damages, not as penalty.

4.15.3 Project Start Date: Upon Issuance of Notice to Proceed

Substantial Completion Date: June 30, 2019

4.16 PROJECT NOT COMPLETED ON TIME

The owner will suffer financial loss in an amount that is difficult to quantify if the Project is not Substantially Complete on the date set forth in the Contract Documents. The Contractor (and his Surety) shall be liable for and shall pay to the Owner the sums hereinafter stipulated as fixed, agreed as liquidated damages, and not as a penalty, for each calendar day of delay until the work is substantially completed: Two hundred fifty DOLLARS (\$250.00)

4.17 EXAMINATIONS OF SITE AND DOCUMENTS

Prior to submitting a bid the proposer shall:

4.17.1 Carefully examine the contract documents in their entirety

4.17.2 Visit the project site(s).

4.17.3 Fully inform him or herself of existing conditions, limitations and governing rules and regulations.

4.17.4 Include in quote a sum sufficient to cover all items required by the contract documents.

4.18 INSPECTION AND FINAL APPROVAL

When the work has been completed according to the contract documents, the Contractor shall notify Scott Hill - Principal, 1789 E. Heritage Park Ln., Meridian, ID 83646. Phone (208) 602-1038 for inspection and final approval.

4.19 PAYMENTS

4.19.1 All Applications for Payment shall have Five percent (5%) retainage withheld from each payment.

4.19.2 All Applications for Payment shall be on the forms provided by the District.

4.19.3 Interim Application for Payments shall be submitted to the Project Manager for review and disposition of payment.

4.19.4 Upon final inspection and approval of the work performed under the Contract Documents, the contractor shall submit a Final Application for Payment and other documents as required to the Project Manager for review and disposition. Final Payment will be remitted pending the State Tax Commission's response to the District's Request for Tax Release.

4.20 WARRANTIES, GUARANTEES

4.20.1 All Warranties and Guarantees shall commence on the date of final acceptance and run for the period specified in the Contract Documents. The Contractor is to supply all warranty documentation prior to issuance of final payment.

4.21 QUALITY ASSURANCE

4.21.1 VENDOR MUST SUPPLY (M.S.D.S) Material Safety Data Sheets where applicable.

5 INSURANCE

Within five (5) days of notification of award (or such other time as designated by Purchasing), the apparent successful Vendor 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 five (5) business day period may be cause for your quote to be declared non-responsive or for your Contract to be cancelled.

The successful vendor, at its expense, shall carry and maintain in full force at all times during the term of the contract resulting from this RFQ the following insurance:

Coverage	Limits of Liability
Workmen’s Compensation	\$1,000,000 each occurrence \$1,000,000 aggregate
General Liability/Property Damage	\$1,000,000 each occurrence \$2,000,000 aggregate
Personal Injury	\$1,000,000 each occurrence
Automobile Liability/Property Damage	\$1,000,000 each occurrence
Bodily Injury	\$1,000,000 each occurrence \$1,000,000 aggregate

Vendor shall carry liability and property damage insurance that will protect it and the District 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.

Vendor shall maintain workers compensation and employer’s liability insurance. Vendor 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 Vendor 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.

Vendor 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 the District. All insurance policies and certificates must be signed copies. After work commences, the Vendor will keep in force all required insurance until the Contract is terminated.

Vendor shall maintain Commercial General Liability (CGL) and, if necessary, Commercial Umbrella insurance with a limit of not less than \$1,000,000 each occurrence for Bodily Injury, Property Damage and Products and Completed Operations. If such CGL insurance contains a general aggregate limit, it shall apply separately to the Contract.

CGL insurance 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).

Notice of Cancellation or Change: Vendor 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 the District in accordance with the policy provisions.

Reporting Provisions Non-Compliance: Vendor 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 the District, and its schools, officers and employees.

Waiver of Subrogation: All policies shall contain waivers of subrogation. The Vendor waives all rights against the District 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 the District.

List of Attachments	Required Submittal Items
Attachment 1-Quote Submission Form	Attachment 1-Quote Submission Form
Attachment 2- Idaho National Sex Offender Registry	Attachment 2- Idaho National Sex Offender Registry
Attachment 3-Contractor’s Affidavit Concerning Alcohol & Drug Free Workplace	Attachment 3-Contractor’s Affidavit Concerning Alcohol & Drug Free Workplace
Attachment 4-Contractor’s Affidavit Concerning Taxes	Attachment 4-Contractor’s Affidavit Concerning Taxes
	Bid Bond if Quote is >\$50,000

6 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, he will pay or will secure to the satisfaction of the respective taxing units all taxes for which he or his property is liable when due or delinquent. Additionally, Idaho code requires all Public Works contractors to be licensed by the Idaho Division of Building Safety. 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.

54 -1901. LEGISLATIVE INTENT —DEFINITIONS. (1) The legislature finds that it is in the best interests of the people of the state of Idaho to establish a process for licensure of public works contractors to be administered through the Public Works Contractors License Board. To assure that experienced and qualified contractors provide services to public entities in Idaho, the board is charged with licensing as provided in this chapter. Effective licensing procedures should assure that contractors of integrity provide work for which they have specific experience and expertise and that public facilities are constructed and rebuilt by efficient and cost -effective means. Licensing should also protect the public health and safety through judicious exercise of investigative, disciplinary and enforcement activities.

54-1902. UNLAWFUL TO ENGAGE IN PUBLIC WORKS CONTRACTING WITHOUT LICENSE-INVESTIGATIONS. (1) It shall be unlawful for any person to engage in the business or act in the capacity of a public works contractor within this state without first obtaining and having a license issued pursuant to the provisions of this chapter by the administrator of the division of building safety, unless such person is particularly exempted as provided in this chapter.

ATTACHMENT 1
QUOTE SUBMISSION FORM
RFQ #830601

The Proposer, in compliance with the request for quotes for Meridian Medical Arts Charter High School for West Ada School District, may have attended a 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)

MAIN OFFICE:

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)

ADD ALTERNATE 1:

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

ROOM 3 CHEMISTRY:

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)

CAFETERIA:

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)

SCIENCE STORAGE ROOM:

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)

ATTACHMENT 1

BIOLOGY:

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)

ADD ALTERNATE 2:

Dollars (\$ _____)

(AMOUNT SHALL BE SHOWN IN BOTH WORDS AND FIGURES.

In case of discrepancy, the amount shown in words will govern)

ROOM 9:

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)

ADD ALTERNATE 3:

Dollars (\$ _____)

(AMOUNT SHALL BE SHOWN IN BOTH WORDS AND FIGURES.

In case of discrepancy, the amount shown in words will govern)

ROOM 8:

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)

ROOM 7 MEDICAL STORAGE:

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)

TECH ROOM:

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)

ATTACHMENT 1

TOTAL BASE QUOTES:

_____ 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 _____ PUBLIC WORKS LICENSE CLASS _____

THIS COMPLETED DOCUMENT MUST BE RETURNED WITH YOUR QUOTE

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

THIS COMPLETED DOCUMENT MUST BE RETURNED WITH YOUR QUOTE

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

THIS COMPLETED DOCUMENT MUST BE RETURNED WITH YOUR QUOTE

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

THIS COMPLETED DOCUMENT MUST BE RETURNED WITH YOUR QUOTE