



Rental of Portable Toilets

West Ada School District
Purchasing Department

Request for Quote # 835501

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ADMINISTRATIVE INFORMATION

Project Description

JOINT SCHOOL DISTRICT #2, DBA WEST ADA SCHOOL DISTRICT, IS SEEKING QUOTES FROM QUALIFIED CONTRACTORS FOR THE RENTAL OF PORTABLE TOILETS FOR FIVE (5) HIGH SCHOOLS. THE TOILETS WILL BE RENTED ON A SEASONAL BASIS FOR A TOTAL OF THREE (3) SEASONS.

Quote Lead:

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

Submit Quote:

PURCHASING DEPARTMENT
1303 E CENTRAL DR
MERIDIAN, ID 83642

Deadline to Receive Questions:

December 14, 2018 @ 10:00 AM MDT

Submit Questions to:

PURCHASING@WESTADA.ORG

Request for Quote Closing Date:

December 21, 2018 @ 10:00 AM MDT

REQUEST FOR QUOTE
835501
PORTABLE TOILETS

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, December 21, 2018.**

PORTABLE TOILETS FOR FIVE (5) HIGH SCHOOLS RENTED ON A SEASONAL BASIS
FOR A TOTAL OF THREE (3) SEASONS.

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

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 Request for Quote 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, 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 & CONDITIONS

1. GENERAL INSTRUCTIONS:

The following instructions have been developed specifically for this Request for Quote 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 quote procedures only for West Ada School District (the District), Meridian, Idaho, and can be superseded by special instructions and addenda.

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.

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. 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.

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.

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.

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.

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 Request for Quote closing. Such addenda shall form a part of the Request for Quote 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 Request for Quote 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 Request for Quote 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 Request for Quote. Failure to do so will be at the Vendor's risk. Each Vendor shall furnish the information required by this Request for Quote. 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 "Portable Toilets". **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.

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 Request for Quote. If any addenda are issued to this Request for Quote, a good faith attempt will be made to deliver a copy of each to all prospective vendors who were provided with a quote packet. However, prior to submitting the

quote, it shall be the sole responsibility of each vendor to contact Cathy Wright, Purchasing Assistant, (208)350-5136 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 Request for Quote must be submitted in writing to purchasing@westada.org.

10. APPROPRIATION OF FUNDS:

In the event funds for any specific item(s) are not appropriated, the District reserves the right not to purchase any or all of the total quantities shown in this Request for Quote. 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 order or terminate the contract without penalty or expense to the District.

11. SCOPE OF SERVICE:

The West Ada School District, desires to contract for the rental and weekly maintenance of portable toilets for the West Ada School District as specified in accordance with all the terms, conditions, and specifications herein.

A. Contractor shall provide and install twenty-eight (28) portable toilets in the fall and thirty-one (31) portable toilets in the spring (hereinafter "units"), to be distributed as directed, among school locations (See Attachment I) on a seasonal basis. For the purposes of this Contract, seasonal means "Fall" is the period from August 1 through November 15 and "Spring" is the period from February 25 through June 1. Schools may also have the option to order additional toilets to allow for extra capacity at their discretion as well as request additional cleanings. This contract will cover Spring 2019, Fall 2019 and Spring 2020 for a total of three (3) seasons.

B. The Contractor shall, as part of the installation of the units, anchor the units in place and ensure that they are placed on a level surface. If the anchoring of units is not possible, the Contractor must otherwise secure the units in place for the duration of the placement. Whether the units are anchored or not, Contractor is responsible for immediately cleaning and replacing of units that are overturned.

C. Individual locations may range from (3) units to (10) single regular and/or handicapped units. The first unit placed at each site must be a handicap unit.

D. All units shall be serviced once each week, preferably Wednesday or Thursday prior to 2:45pm. Service is to include emptying holding tank completely, cleaning and sanitizing all surfaces of unit, replenishing of supplies (i.e., toilet paper, hand sanitizer), deodorize each unit, and clean the outside of the unit.

Prior to beginning of service on the unit, Contractor personnel will check in at the school site with school personnel.

E. As usage dictates, additional cleaning may be required. Additional cleanings shall be done on Mondays and/or Tuesdays and within 24 hours of reporting a unit that has been overturned or needs additional service.

F. Cancellation of service and removal of unit(s) shall be requested in the manner specified in this document. When notification is provided by the District prior to the end of the rental period, and the Contractor does not pick up before the end of the rental period, the District will not be held responsible for additional rental charges.

G. All units shall be clean, free of graffiti, and in good working order. Good working order shall include working door hinges, locks and door latches. Venting tubes, louvers and/or screens shall be properly secured to the units with no signs of holes or breakage. Interior railing, toilet seats, side urinals and toilet paper holders are to be firmly attached. The fiberglass or plastic shells are to be securely attached to their bases, and handicapped ramps are to be solidly attached to the units. No holes, cracks, large bubbles in the fiberglass/plastic, breaks, peeling paint, broken hardware, or cracked/missing toilet seats shall be acceptable. All units of the same type at any one location shall be the same color.

H. The District shall not incur any labor charge for repair of damaged units that were installed by the Contractor. The Contractor shall make any necessary repairs to the units installed by the Contractor and clean and reset overturned units at no additional cost to the District. The Contractor shall replace unit(s) damaged by fire at no cost to the District.

- I. The District shall not be responsible for either damage(s) to the unit(s) and unit replacement costs.
- J. Delivery of any unit shall be made at the destination within two (2) calendar days after receipt of order for routine calls, and service response shall be made at the destination within twenty-four (24) hours after receipt of order for non-routine calls.
 - 1. Removal of units shall be done within two (2) calendar days after notification.
 - 2. Hand sanitizers shall be made available on all units and shall be included in the bid price.

12. BASIS OF AWARD:

Award(s) will be made based upon the lowest responsive quote. The unit cost submitted must be as unit requested (i.e. case, pounds, portion, dozen, etc.). The District will make conversions and computations if necessary. Unit cost quote should include any delivery charge (F.O.B. Destination).

13. METHOD OF AWARD:

This is a request for quotes for Rental of Portable Toilets for West Ada School District. Please submit quotes on the attached sheets in accordance with all conditions and specifications.

All quotes must be presented on the form(s) provided, without interlineation or alteration. Do not include any recapitulation of the work to be done. Fill in all blank spaces on the quote form. Proposals shall be signed in ink by the Vendor, giving his full name and business address and state whether an individual, partnership, or corporation. Failure to fill in all blank spaces on the quote form may be cause for rejection of quote as non-responsive. The Owner reserves the sole right to determine whether a submission is non-responsive. All vendors submitting quotes shall acknowledge and abide by the Owners' decision without recourse.

Award is contingent upon timely compliance with all Conditions and Specifications which must be satisfied prior to beginning of service under the Contract. As a result of the Quote, the Contract will be awarded according to the authority granted the Board of Trustees of West Ada School District.

The District reserves the right to reject any and all quotes. The District also reserves the right to cancel individual items, remove items, and award to the low responsive Vendor when it's to the best advantage of the District.

Qualifications of a quote with a requirement by Vendor for any minimum order other than as specified in this Request for Quote may be cause for rejection of Vendor's entire quote.

The Board specifically reserves the right to reject any conditional offer and will normally reject those which make it impossible to determine the true amount and quality of the offer.

Prior to award, as evidence of qualification, a vendor 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.

Delivery of units shall be made as specified on the order, conforming to the quote form, specifications, and general instructions.

14. VENDOR SELECTION:

The West Ada School District specifically reserves the right to evaluate, in its absolute discretion, the total quote of each Vendor so as to select the company which will best serve the needs of the District, thus ensuring that the best interest of the District and its tax paying public will be served.

The West Ada School District reserves the right to inspect the facilities or conduct an investigation of the Vendor prior to award of contract to determine the performance record and ability to supply the service specified in this request for quote, and, if the District determines, after such inspection or investigation, that

the Vendor is not capable of performance satisfactory to the District, the quote will not be considered. Upon request, the vendor shall submit such information as deemed necessary for such evaluation.

15. VENDOR'S PAST PERFORMANCE:

A Vendor may be ruled Non-Responsive based upon Vendor's unacceptable past performance which may include, but not limited to: late deliveries, partial deliveries, delivery of wrong materials, products not meeting specifications, providing incorrect prices, invoicing problems, default, etc.

16. QUOTATION INFORMATION:

Vendor shall fill out the attached Quote Submittal Form.

The "Unit Price" quote should include prices for all items listed in the Specifications Section. Vendor shall list price of products -F.O.B. School Site.

Any remark, additions, amendments, or exceptions attached (by the Vendor) to the quote, which conflicts with terms and conditions herein, may cause the Quote to be deemed "non-responsive."

When filling in the Quote Information, the Vendor should either type or print legibly in ink. If the information/unit price is illegible, that item may not be considered for an award. **Quotes submitted in pencil or erasable ink will be rejected.** No erasures are allowed. Strike through and initial by the person signing the quote with the corrections thereafter.

17. UNIT PRICING:

Prices must be shown for all items. Prices are to be F.O.B. (freight prepaid and allowed) School Site Location, West Ada School District.

All prices, including total, must include any and all discounts. In the event of price discrepancy, the following provisions will prevail:

- Item by item quotes-unit prices
- Lot or group quotes-lot or group prices
- All or none quotes-total price

Prices stated must be in units as specified. In case of a discrepancy between the unit price and the extension, the unit price will be considered correct. Any requirement by the vendor that contain all or none groups, quantities, weights, or other criteria must be met, in order to qualify for quoted prices, will result in disqualification.

Items on this Request for Quote will be awarded as a whole as specified.

18. DELIVERY REQUIREMENTS AND LOCATION:

Time is hereby declared to be of the essence in this contract. Time and manner of delivery are essential factors in proper performance under the contract.

The Vendor shall be responsible for delivery F.O.B. West Ada School District, School Site and shall pay all costs, including drayage, freight, pallets, and packaging, which shall be included in the item unit cost. No separate charges for the preceding will be allowed nor paid by the District and must include a detailed delivery/packing slip. Delivery and freight charges are to be included in the quoted price.

19. PACKAGING:

Units shall be so constructed as to ensure safe transportation to point of delivery.

20. INVOICE PAYMENT TERMS:

Invoices are to be pre-printed with vendor name on a uniform invoice form. Items, item description, product code numbers, quantities, unit cost, extended amount, Quote number and District purchase order number, if used, must be shown on each invoice.

Upon delivery and acceptance of the service, the Contractor shall submit an invoice detailing the appropriate charges. Invoices shall be submitted to:

West Ada School District
1303 E. Central Dr.
Attn: Jason Warr
Meridian, ID 83642

Payment terms are net 30 days, provided goods and/or services have been received in satisfactory and proper manner. All discounts must be included in the quoted price and should be based on 30 day payment. Except by prior agreement, the Board will not consider special discounts on shorter time intervals, nor will they consider quotes that impose penalties or service charges for periods beyond thirty (30) days.

22. CONTRACT CANCELLATION PROVISION:

All Terms and Conditions including pricing are firm for the duration of this contract. This agreement may be cancelled by the District upon thirty (30) days written notification of intention to cancel the agreement.

Upon notification, the District has the right to order at the price, term, and conditions in effect at any time prior to the effective date of the cancellation of the agreement and required delivery of the items so ordered. Orders issued against the contract may specify delivery dates beyond the effective date of the cancellation of this agreement, not exceeding thirty (30) days.

The contract may be cancelled for poor performance of the contract requirements. Causes for cancellation may include but not limited to:

1. Poor product quality or service levels
2. Non-adherence to specifications
3. Excessive errors in filling orders
4. Failure in pricing and issuing credits
5. Failure to adhere to the delivery schedule on a reasonable basis

23. 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 provisions 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 Request for Quote 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.

24. APPLICABILITY:

These terms and conditions are incorporated as requirements for all items listed in the quote form, in addition to the individual specified description for each separate item.

ATTACHMENT 1
QUOTE SUBMITTAL
RENTAL OF PORTABLE TOILETS
REQUEST FOR QUOTE 835501

In compliance with the request for quote, the undersigned, acting for the firm named, hereby proposes and agrees, if this quote be accepted, to furnish the items and/or services at the prices quoted, within the times indicated, and in accordance with the instructions, general conditions, and specifications set forth in the Request for Quote documents. Quoted price must be honored for sixty (60) days from the date of the quote opening.

The undersigned also acknowledges receipt of addenda #1___#2___#3___#4___#5___
(INITIAL TO ACKNOWLEDGE)

- **Please read these instructions, the general conditions and the specifications carefully before submitting your quote.**
 - **Quote Net Delivered prices only.**
- **No taxes shall be included in any quoted price; the District is exempt from state and federal sales, and excise taxes.**

DELIVERY MUST BE INCLUDED IN THE QUOTED PRICE

SIGNED THIS _____ DAY OF _____, 2018

NAME OF COMPANY _____

SIGNATURE OF PRINCIPAL OR OFFICER _____

PRINTED NAME AND TITLE _____

MAILING ADDRESS _____

CITY, STATE, ZIP CODE _____

PHONE (____) _____ FAX (____) _____

E-MAIL _____

FEDERAL EMPLOYER IDENTIFICATION NUMBER (FEIN) _____

ATTACHMENT 1
QUOTE SUBMITTAL
RENTAL OF PORTABLE TOILETS
REQUEST FOR QUOTE 835501
BID Worksheet

Spring 2019 Usage					
School	# of Handicapped Units	# of Regular Units	Monthly Rate	Total Cost	
Centennial	1	5	\$	\$	
Eagle	1	5	\$	\$	
Meridian	2	4	\$	\$	
Mountain View	1	2	\$	\$	
Rocky Mountain	4	6	\$	\$	
				\$	Total Spring 2019
Fall 2019 Usage					
School	# of Handicapped Units	# of Regular Units	Monthly Rate	Total Cost	
Centennial	1	5	\$	\$	
Eagle	1	5	\$	\$	
Meridian	2	4	\$	\$	
Mountain View	2	2	\$	\$	
Rocky Mountain	2	4	\$	\$	
				\$	Total Fall 2019
Spring 2020 Usage					
School	# of Handicapped Units	# of Regular Units	Monthly Rate	Total Cost	
Centennial	1	5	\$	\$	
Eagle	1	5	\$	\$	
Meridian	2	4	\$	\$	
Mountain View	1	2	\$	\$	
Rocky Mountain	4	6	\$	\$	
				\$	Total Spring 2020

Total All Three Seasons \$ _____

ATTACHMENT 1
QUOTE SUBMITTAL
RENTAL OF PORTABLE TOILETS
REQUEST FOR QUOTE 835501

BASE BID (Three seasons total carried over from bottom of page 14): Bidder agrees to provide personal property 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.)

ADDITIONAL PRICE FOR INDIVIDUAL NON-ADA UNIT, as needed

Price for One Week: _____ Dollars (\$_____)

Price for One Month: _____ Dollars (\$_____)

ADDITIONAL PRICE FOR INDIVIDUAL ADA UNIT, as needed

Price for One Week: _____ Dollars (\$_____)

Price for One Month: _____ Dollars (\$_____)

ADDITIONAL CLEANING CHARGE/UNIT, as needed

_____ Dollars (\$_____)

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 Policy 504.81 reads, in part:

State law prohibits a person who is currently registered or is required to register under the sex offender registration act to be on or remain on the premises of a school building or school grounds, or upon other properties posted with a notice that they are used by a school, when the person believes children under the age of 18 years are present and are involved in a school activity or when children are present within 30 minutes before or after a school activity.

As a provider of goods and/or services to West Ada School District, 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 cross checked 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 (first, middle, last name and birthdate) 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

DELIVERY SPECIFICS AND CONTACTS

	Centennial	Eagle	Meridian	Mountain View	Rocky Mountain	Total
Fall Usage: 8/1 thru 11/15						
Regular	5	5	4	2	4	20
ADA	1	1	2	2	2	8
Spring Usage: 2/25 thru 6/1						
Regular	5	5	4	2	6	22
ADA	1	1	2	1	4	9

Main Contract Contact: Jason Warr, West Ada Athletic Director
Warr.Jason@westada.org
 208.350.5037

Centennial High School
 Jon Watson, School Athletic Director
 12400 W. McMillan Rd.
 Boise, ID 83713

Eagle High School
 John Hartz, School Athletic Director
 574 N. Park Ln.
 Eagle, ID 83616

Meridian High School
 Mike Graefe, School Athletic Director
 1900 W. Pine Av.
 Meridian, ID 83642

Mountain View High School
 Luke Wolf, School Athletic Director
 2000 S. Millennium Wy.
 Meridian, ID 83642

Rocky Mountain High School
 Troy Rice, School Athletic Director
 5450 N. Linder Rd.
 Meridian, ID 83646
