

Mountain Home School District 193

Request for Proposals For Abatement of Tiles & Mastics in School Classrooms, Rooms, & Offices

November 5, 2020

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REQUEST FOR PROPOSALS

Abatement of Tiles & Mastics in Classrooms for Mountain Home School District No. 193

Proposal Deadline: November 24, 2020, 5:00 p.m.

1. INTRODUCTION AND GENERAL CONDITIONS

Mountain Home School District 193 will be accepting sealed proposals by Jerry Zilisch, Maintenance Foreman, located at the District Administrative Office, at 470 N. 3rd E., on or before the **November 24, 2020, until the hour of 5:00 p.m.**, of said day for the **ABATEMENT OF TILES & MASTICS IN SCHOOL CLASSROOMS, ROOMS, & OFFICES.**

A **pre-bid** walk-through/meeting is scheduled for **November 20, 2020, at 9:00 a.m.** Attendance is recommended in order for a bid to be submitted. Meet at the MHSD Maintenance Department Building, 420 S 14th East, Mountain Home, Idaho, 83647. Social Distancing and the wearing of face masks is mandatory.

Proposals will be opened at the Mountain Home School District No. 193 Administration Building, via zoom (link will be emailed to bidders at a later date, or click this link [ZOOM MTG LINK](#), or connect through the MHSD website at www.mtnhomesd.org), in said school district Mountain Home, ID 83647, **November 30, 2020, at 10:00 a.m.**

ALL REQUESTS FOR PROPOSALS ISSUED BY MOUNTAIN HOME SCHOOL DISTRICT 193 SET FORTH BELOW WILL BIND BIDDERS AND SUCCESSFUL BIDDERS TO THE CONDITIONS AND REQUIREMENTS SET FORTH HEREIN, AND SUCH CONDITIONS AND REQUIREMENTS SHALL FROM AN INTEGRAL PART OF THE CONTRACT TO BE AWARDED BY THE DISTRICT.

1.1 DEFINITIONS

"Proposal"	An offer to furnish materials in accordance with this Request for Proposals (RFP).
"Bidder"	Any individual, company or corporation submitting a proposal.
"Proposal and Contract Form"	The form contained herein which must be utilized to submit the Bidder's proposal.
"Contractor"	Any Bidder to whom an award is made by the District; also called "Successful Bidder."
"Contract"	The Contract shall consist of the District's Notice of Award, together with a District purchase order, the Contractor's Contract (if applicable) and this Request for

1.2 PROPOSALS

- A. All proposals must be submitted in writing and in accordance with instructions provided by the District.
- B. Proposals received after the time stated in the notice to Bidders will not be considered. Such proposals will be returned unopened to the Bidder. The Bidder assumes the risk of any delay in the mail or in the handling of the mail by employees of the District.

Whether sent by mail or by means of personal delivery, the Bidder assumes responsibility for having their proposal deposited on time at the place specified.

- C. Each Bid must be accompanied by a Certified or Cashier's Check on an Idaho bank, or bid bond, with Idaho State Licensed Surety Company, as surety, in an amount not less than 5% of total bid, made payable to the Mountain Home School District. This surety shall be forfeited by the Bidder in the event of failure to sign the contract or furnish the necessary 100% Performance Bond and the necessary 100% Payment Bond.
- D. General and special instructions, in connection with each item against which a proposal is submitted, must be given to constitute a proposal.
- E. The submission of a proposal will be construed to mean that the Bidder is fully informed as to the extent and

character of the supplies, materials, equipment, and services in complete compliance with the specifications.

- F. Bidders shall be licensed in the State of Idaho, in accordance with provisions of an act known as "Public Works Contractor's State License Law, Title 54, Chapter 19, Idaho Code." The Term "Public Works Contractors" includes the general, sub, or specialty contractor.
- G. No charge will be allowed for federal, state, or municipal sales and excise taxes since the District is exempt from such taxes. The proposal price shall be net and shall not include the amount of any such tax.
- H. In all specifications, the words "or equal" are **INCORPORATED BY REFERENCE WITH** each item description. The decision of the District as to whether an alternate or substitution is in fact "equal" shall be final.
- I. Prices shall be net.

1.3 INDEMNIFICATION AND HOLD HARMLESS

The Contractor shall indemnify and hold harmless the District and its Boards of Trustees, officers, employees, agents, representatives and volunteers from all suits, actions, losses, damages, claims, or liability of any character, type, or description, including but not limited to, all expenses of litigation, court costs, penalties, and attorneys' fees whatsoever of any kind or nature, arising directly or indirectly from the negligence of the Contractor, its agents, servants, employees, persons or entities engaged as independent contractors by the Contractor and suppliers, provided, however, that the Contractor shall not be required to indemnify for the following:

- A. Acts or conduct by third parties, other than the District and its Boards of Trustees, officers, employees, agents, representatives and volunteers, not under the control of the Contractor, except for persons or entities engaged as independent Contractors by the Contractor; or
- B. Acts of intentional misconduct or negligence by the party to be indemnified.

1.4 CONFLICT OF INTEREST

The Contractor hereby represents covenants and agrees that there is no officer or employee of the District forbidden by law to be interested in the Contract, either directly or indirectly, who will benefit therefrom.

1.5 GOVERNING LAW

The Contract shall be governed by and construed in accordance with the laws of the State of Idaho. Any litigation or other proceeding arising under the Contract shall be commenced in a court of appropriate subject matter jurisdiction in the State of Idaho with venue in Elmore County.

1.6 COMPLIANCE WITH DISTRICT REGULATIONS

The Contractor shall cause all persons performing work to comply with all instructions pertaining to conduct and building regulations issued by the District.

The Contractor shall cause all such persons to preserve and protect all confidential information of the District to which they may have access during the performance of work. The District may promulgate and modify the rules and regulations relating to the conduct of the Contractor and all persons performing work under the Contract as the District, in its sole discretion, may determine. The Contractor shall cause all persons performing work to comply with such modifications.

1.7 COSTS AND ATTORNEYS' FEES

Should legal action be necessary to enforce the terms of the Contract, the prevailing party shall be entitled to its reasonable costs and attorneys' fees.

1.8 SANCTIONS FOR BREACH OF PERFORMANCE

In the event of the Contractor's failure to perform any provisions in the Contract, the District may impose sanctions and seek redress for losses incurred, as appropriate, including, but not limited to, serving notice of default and causing cancellation, suspension, termination, or forfeiture of the Contract, in whole or in part, as the interests of the District

dictate.

If the Contractor violates any terms of their proposal, the Contract, school board policy, or any law, the District may procure the goods or service from other sources without such procurement constituting an event of default under the Contract and the District reserves all of its rights and remedies thereunder for such breach. Contractor shall not be entitled to any un-earned amounts. In addition, the District has the right to disqualify said Contractor from bidding for a period to be determined at the sole discretion of the District. Proposals from disqualified Bidders will not be accepted during the period of disqualification.

1.9 DIRECTION OF PERFORMANCE

The Contractor agrees to use its best efforts and diligence in mutual good faith to promote the best interest of the District. The District will provide general guidance concerning performance of the duties called for herein; the Contractor shall be exclusively responsible for management of its employees and equipment in performance of the terms of the Contract.

1.10 SEVERABILITY

In the event that any provision of the Contract shall be held unenforceable or invalid by a court of competent jurisdiction, the provisions not affected by said decision shall remain in full force and effect.

2. GENERAL INFORMATION

2.1 INTENTION

It is the intent of the District to procure a company for the Removal and Disposal of Asbestos Tiles and Mastics that meets or exceeds the requirements set forth in Section 3 – Specifications of this RFP. To be responsive, the Bidder must comply with all District bidding procedures and the proposal specifications and requirements as set forth herein. If two responsive Bidders receive the same highest score on the bid proposal matrix, the District may select the Successful Bidder in its sole and absolute discretion.

2.2 SCOPE OF WORK

The Bidder shall:

- Remove all Asbestos Tiles and Mastics in designated classrooms, rooms, and offices.
- Perform Air Sampling for Clearance of Classrooms, Rooms, and Offices IAW State and Federal Regulations, EPA and AHERA Standards, and local laws.
- Remove and Dispose of Asbestos and Mastic Containing Materials and other Debris and taken to a Legal Disposal Site IAW State & Federal Regulations, EPA and AHERA Standards, and local laws.

2.3 PROPOSAL QUOTATION

Proposals must be submitted on the Proposal and Contract Form contained herein. Proposal price quotations shall include labor, permits (if applicable), and all handling, preparation, delivery, and removal costs, and any other associated costs required to complete the delivery according to proposal specifications.

Prices quoted shall reflect the District's tax-exempt status.

All submitted proposals must provide at a minimum, all requested information in this RFP. **Any portion not included will be cause for elimination from the selection process.** Each response will be reviewed to determine if it is complete prior to actual evaluation. The information should be organized as indicated in the RFP requirements. The District reserves the right to eliminate from further consideration any proposal which is deemed to be substantially or materially unresponsive to the request for information contained in this section.

Proposal Bid must be accompanied by a Certified or Cashier's Check on an Idaho bank, or bid bond, with Idaho State Licensed Surety Company, as surety, in an amount not less than 5% of total bid, made payable to the Mountain Home School District. This surety shall be forfeited by the Bidder in the event of failure to sign the contract or furnish the necessary 100% Performance Bond and the necessary 100% Payment Bond.

When applicable, in the case of errors in the extension of a unit price, the unit price will prevail.

2.4 PROPOSAL RESPONSE FORMAT

In addition to the foregoing requirements, the District will accept and evaluate proposals that meet the minimum requirements set forth in Section 3–Specifications. Proposals shall be completed insofar as possible on the enclosed Proposal and Contract Form and signed by the Bidder's authorized representative. In addition to the required specifications contained in Section 3, all proposals shall also include the following information in as detailed a format as is possible:

- A. All costs must be included in the Bidder’s proposal. Bidders shall provide summary information on the provided Proposal and Contract Form, as well as detailed, itemized costs, if applicable.
- B. ALL limitations, expectations, guarantees, warranties, securities, waivers, and/or agreements that the Bidder expects the District to agree to or comply with must be specified within the proposal.
- C. Provide a description of the delivery timeline.

2.5 EXCEPTIONS/VARIANCES

All exceptions or variances to the proposal specifications must be clearly noted in writing on the Proposal Response Exception Form. Failure to do so is cause for rejection of a proposal. Specific brand names are given as an example of quality and include by reference other such brands as are equal to the description provided.

2.6 PROPOSAL CHANGES OR WITHDRAWAL

All changes and/or erasures shall be made before the designated date and time of proposal opening and initialed by Bidder's authorized representative. Proposals may not be withdrawn after the time set in the notice for the opening of proposals.

2.7 PROPOSAL DELIVERY

All proposals are deemed final upon receipt by the District and shall be delivered in a sealed envelope to:

Jerry Zilisch, Maintenance Foreman
Mountain Home School District No. 193
470 North 3rd East
Mountain Home, Idaho 83647

Envelopes containing proposals shall be clearly marked “**SEALED PROPOSAL – ABATEMENT OF TILES & MASTICS – MHSD CLASSROOMS.**” **Proposals will not be accepted via fax or e-mail.**

2.8 ANTICIPATED TIMELINE

All work must be completed by June 30, 2021.

RFP Issued November 5, 2020
 Deadline to Submit Proposal..... November 24, 2020, 5:00 p.m.
 Board Approval of Proposal December 15, 2020, Board of Trustees Meeting
 Notice of Award of Proposal December 16, 2020
 Delivery Completion Date June 30, 2021

2.9 QUESTIONS

Questions concerning this RFP shall be directed to:

Jerry Zilisch, Maintenance Foreman
420 S. 14th East
Mountain Home, Idaho 83647
Office: (208) 587-2598
Cell: (208) 573-5386

2.10 MATERIAL SAFETY DATA SHEETS

Material Safety Data Sheets are required for all hazardous and toxic substances.

3. SPECIFICATIONS

3.1 ABATEMENT REQUIREMENTS

The District would like the following classrooms, rooms, and offices abated:

- West Elementary: Office Area and Room 10
- North Elementary: Library
- Hacker Middle School: Office and Foyer
~ Rooms 17, 18, 19, 20, 21, 27, 29, and 30
- East Elementary: Office, Teacher’s Lounge, Sick Room, Storage Room, and Physical Education Office
~ Classrooms 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 19A, 20, 21, 22, 23, and 24
- Asbestos Tiles, Mastics, and other Debris will be removed and taken to a legal disposal site IAW State & Federal Regulations, AHERA & EPA Standards, and local laws.
- Perform Air Sampling for clearance of rooms IAW EPA and AHERA Standards.
- Abatement of Classrooms will be conducted during Holidays, Spring Break, and Summer Break.

4. EVALUATION CRITERIA AND PROPOSAL AWARD

The District will award the proposal in accordance with Idaho Code to the qualified Bidder who is the most responsive to the District’s bidding procedures and specifications and who has submitted the lowest Total Proposal Amount. To be considered responsive, Bidder must comply with District’s bidding procedures and the bidding requirements as set forth herein. The District reserves the right to reject all proposals submitted in its sole and absolute discretion.

Proposals shall be evaluated on the following criteria. Multiple configuration and pricing options offered by any Bidder may be evaluated separately, on a case-by-case basis.

Total Cost	35%
Services Match Current and Future Needs	30%
Bidder Reference and Professional Reputation	20%
Incident/Inquiry Response Time	15%

- **Total Cost:** How much does the product or service cost in comparison to that of other vendors? Lower cost = higher score.
- **Services Match Current and Future Needs:** Best match now and for the foreseeable future.
- **Reliability of Vendor:** What are the statistics for reliability? Is the vendor a startup company?
- **Incident/Inquiry Response Time:** How soon does the vendor respond to questions and/or trouble tickets? Does the vendor remain engaged in the issue until it is resolved?

Prior to awarding the proposal selected by the evaluation team to the Successful Bidder, the proposal must be reviewed and approved by the District’s Board of Trustees. After Board approval, all Bidders that submitted a proposal will be notified of the proposal award results. Any non-bidders requesting bid results must file a public records request with the Clerk of the Board.

The Contract shall consist of the District’s Notice of Award, together with a District purchase order, the Contractor’s Contract, and this RFP (cumulatively referred to herein as the “Contract”), including the following upon award of contract:

1. Instruction to Bidders (Summary of Work)
2. The Contractor’s Bid Forms
3. Abatement, Mastic, & Removal of Debris Specifications
4. Contractor’s Affidavit Concerning Alcohol and Drug-Free Workplace
5. Contractor’s Affidavit Concerning Taxes
6. Authorized Change Order Form(s)
7. Bid Bond

8. Performance Bond
9. Payment Bond
10. Certificate of Insurance
11. Workman's Comp
12. Public Works License – if needed

5. DELIVERY

Adjusted deadlines may be requested by the Contractor after the Proposal is awarded to accommodate unforeseeable setbacks related to coordination with other ongoing projects. Approval of such requests is left to the sole and absolute discretion of the District. In the event the two deadlines cannot be met, an alternate delivery date must be specified on the Proposal and Contract Form and may be a basis for the District to reject the proposal. All goods and services received are subject to inspection and acceptance by the authorized representative of the Maintenance Department. Work will be accomplished during holidays, spring break, and summer periods.

6. ADDITIONAL INFORMATION

Should a Bidder require additional information, Bidder should contact Jerry Zilich (208) 587-2598 or (208) 573-5396. Any and all changes to these specifications are valid only if they are inserted into the proposal by a written addendum to all Bidders.

7. RESERVATION OF RIGHT TO REJECT PROPOSALS

The District reserves the right to reject all proposals, to waive informalities, to accept the proposal(s) deemed best overall for the District, to reissue the Request for Proposals, or to take no further action.

(Continues next page)

8. PROPOSAL AND CONTRACT FORM

Abatement of Tiles & Mastics in Classrooms, Rooms, and Offices for Mountain Home School District No. 193

Proposed Deadline: November 24, 2020, 5:00 p.m.

WHEREAS, the District has duly asked for proposals for the supply of goods and/or services in accordance with the aforementioned specifications;

The person or entity below does irrevocably offer to perform the services and/or furnish the goods in accordance with the terms and specifications, which are hereby incorporated by reference in exchange for the proposal price below;

This offer shall remain open and irrevocable until the District shall transform the proposal into a contract.

Proposal prices shall include labor, permits (if applicable), and all handling, preparation, delivery, installation, and disposal costs and any other associated costs required to complete the project according to proposal specifications. Proposal prices shall reflect the District’s tax-exempt status. When applicable, in the case of errors in the extension of a unit price, the unit price will prevail.

BIDDER INFORMATION (Please print)

Bidder Company Name	Address
Bidder’s Authorized Agent Name (Please print)	
Signature Authorized Agent	
Date	Phone
Email (Required)	Fax

- _____ (Bidder Initials) **Yes; Bidder hereby certifies that projects will be complete by date specified in proposal documents.**
- _____ (Bidder Initials) **No; Bidder cannot complete projects by date specified in proposal documents. Alternate completion date submitted is: _____**

PROPOSAL PRICE (TO BE HONORED UNTIL JUNE 30, 2022, FOR OPTIONAL ADDITIONAL UNITS)

ABATEMENT OF TILES & MASTICS IN CLASSROOMS			
Line Item	Unit Price	Quantity	Extended Price
1. Asbestos Abatement	\$		\$
2. Tiles Abatement	\$		\$
3. Mastics Abatement	\$		\$
TOTAL PROPOSAL AMOUNT			\$

9. PROPOSAL RESPONSE EXCEPTION FORM

Abatement of Tiles & Mastics in Classrooms, Rooms, & Offices for Mountain Home School District No. 193. Proposal Deadline: November 24, 2020, 5:00 p.m.

ITEM _____

ITEM _____

ITEM _____

ITEM _____

(Please make extra copies of form if necessary.)