



**INVITATION TO BID 133302**

**BID PACKAGE 20 REBID FOOD SERVICE EQUIPMENT**

**CAFETERIA REMODEL at MERIDIAN MIDDLE SCHOOL**

# **INVITATION TO BID 133302**

## **BID PACKAGE 20 REBID FOOD SERVICE EQUIPMENT CAFETERIA REMODEL at MERIDIAN MIDDLE SCHOOL**

### **1 PURPOSE**

The purpose of this project is to Remodel the Cafeteria at Meridian Middle School.

PROJECT MANAGER:

Spencer McLean  
[mclean.spencer@westada.org](mailto:mclean.spencer@westada.org)  
2301 E Lanark Street  
Meridian, ID 83642  
208-350-5210

### **2 TIMELINES**

GO LIVE ..... November 1, 2021  
BIDS DUE ..... November 29, 2021, 2:30 PM MST  
BIDS OPENED ..... November 29, 2021, 2:30 PM MST  
BOARD MEETING ..... December 15, 2021  
CONSTRUCTION START DATE ..... April 4, 2022  
SUBSTANTIAL COMPLETION DATE ..... May 19, 2023

### **Deliver Bids To:**

**West Ada School District, District Service Center  
1303 E Central Drive, Meridian, ID 83642  
Monday, November 29, 2021 by 2:00 PM MST**

## REQUIRED DOCUMENTS

**The following documents are required as part of your bid submittal. Bids missing any of these documents will be declared non-responsive and eliminated from consideration.**

- \_\_\_\_\_ Bid Submittal Form (Attached)
- \_\_\_\_\_ Bid Bond (required for and bid of \$50,000 or more)
- \_\_\_\_\_ Idaho National Sex Offender Registry (Attached)
- \_\_\_\_\_ Contractor/Venfor Affidavit Concerning Alcohol and Drug-Free Workplace (Attached)
- \_\_\_\_\_ Contractor's Affidavit Concerning Taxes (Attached)

### 3 PROJECT SUMMARY

Project will include the addition of 7,500 square feet to the existing facility. This will include the construction of a new kitchen, restroom facilities and additional seating space. The fire alarm system will also be upgraded throughout the school.

Unless otherwise specified, the Contractor shall supply all labor, materials, transportation, apparatus and tools necessary for the proper and substantial completion of their 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 complete the work complete, in the best and most workmanlike manner, in accordance with their Contract and everything properly incidental thereto, as stated in the specifications or reasonably implied there from, all in accordance with the Contract Documents.

#### **Performance of Work**

In following guidance from the Centers for Disease Control and Prevention (CDC), the District requires that Contractors, and their subcontractors, are responsible for taking all reasonably practical measures to prevent the spread of COVID-19. This will include following social distancing guidelines where practical, the wearing of a Face Covering (mask) in settings where social distancing measures are difficult to maintain, use of stringent hygiene measures, encouraging employees that are sick to stay home, limiting meetings that require close contact, practice respiratory etiquette, including covering coughs and sneezes, and discourage workers from using other workers' phones, tools or equipment where possible.

#### **Measurements**

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

Before submitting bids for their work, each bidder will be held to have examined the premises and satisfied themselves as to existing conditions under which they 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 their part.

### **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.

### **Equipment**

Except as otherwise specified, each Contractor or subcontractor shall furnish, at their 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.

### **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 their 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.

### **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.

### **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 their subcontractors, or any person

employed under said Contractor or any of their subcontractors, 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. Contractor shall provide, without extra charge, all incidental items required as part of their work, even though not particularly specified or indicated. Contractor shall proceed with the work only with the understanding that a satisfactory and complete job will be required.

### **Materials and Workmanship**

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

### **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 Bidder's submittal.

### **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](mailto:purchasing@westada.org) or submit in person to Kim Harp at the District Service Center.

## **4 CONDITIONS AND INSTRUCTIONS**

### **4.1.0 Form of Bid**

- 4.1.1 You are hereby invited to submit a Bid for the Remodel of the Cafeteria at Meridian Middle School.
- 4.1.2 Prices are to be F.O.B. School Site Location, West Ada School District.
- 4.1.3 Bids are to include all applicable use tax, federal tax, permits and fees etc. Bids should not include excise or other exempt taxes.
- 4.1.4 Bidders 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.

- 4.1.5 All Bids must be presented on the form(s) provided, without interlineation or alteration. Do not include any recapitulation of the work to be done. All pricing shall be given in words and figures, and in case of discrepancy between the amount stated in words and the amount stated in figures, the amount stated in words shall govern. Fill in all blank spaces on the Bid Submittal Form. Bids shall be signed in ink by the Bidder, giving their full name and business address and state whether an individual, partnership, or corporation. Failure to fill in all blank spaces on the Bid Submittal Form may be cause for rejection of Bids as irregular and non-responsive. The Owner reserves the sole right to determine whether a Bidder's submittal is irregular and non-responsive. All Bidders submitting Bids shall acknowledge and abide by the Owners' decision without recourse.
- 4.1.6 Oral, telephonic, or telegraphic Bids or modifications will not be considered.
- 4.1.7 Bids are to be held firm for ninety (90) days after the submission deadline date provided the Bid has not been withdrawn according to the provisions of Paragraph 4.2.0.
- 4.1.8 As evidence of qualification, a Bidder whose Bid is under consideration shall, upon request, promptly submit satisfactory evidence of their financial resources, their experience, and the organization and equipment available for the performance of the Contract.

#### **4.2.0 Withdrawal of Bid**

- 4.2.1 Any Bidder may withdraw their Bid, either in person or by written request, at any time prior to the time set for the submission deadline.
- 4.2.2 No Bid may be withdrawn or modified after the opening date and time, unless and until the award of the Contract is delayed for a period exceeding sixty (60) days.
- 4.2.3 Request for withdrawal is in compliance with existing Public Works rules and regulations.

#### **4.3.0 Rejection of Bid**

- 4.3.1 The Board of Trustees reserves the right to accept or reject any and/or all Bids, or 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:

\*Rejecting the Bid of a Bidder who has previously failed to perform properly or complete on time Contracts of a similar nature.

\*Rejecting the Bid of a Bidder who has previously defaulted on any Contract with the Owner.

\*Rejecting the Bid of a Bidder who is not, in the opinion of the Owner, in a position to perform the Contract; and or all Bids when such reject is in the interest of the Owner.

#### **4.4.0 Acceptance of Bid and Notice of Award**

- 4.4.1 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.
- 4.4.2 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 and Payment and Performance Bonds have been delivered to, and found to be acceptable to the Owner.
- 4.4.3 Information of the Bid tabulation may be obtained after the award has been approved by the Board of Trustees.

#### **4.5.0 Bid Guarantees, Performance and Payment Bonds**

- 4.5.1 A surety bond, certified check or cashier's check in the amount of five percent (5%) of the total Bid shall accompany each Bid of \$50,000.00 or more. The bond or check of all Bidders will be retained until the award is made to the successful Bidder, a Contract is entered into, and the Contractor furnishes a 100% Performance Bond and 100% Payment Bond.
- 4.5.2 Should a Bidder fail to enter into a Contract or not furnish the required bonds within five (5) business days after their Bid has been accepted by the Notice of Award, their bond guarantee will be forfeited to the owner as liquidated damages, not as penalty.
- 4.5.3 Project Start Date: April 4, 2022, or as specified in a Notice to Proceed  
  
Substantial Completion Date: May 19, 2023

#### **4.6.0 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 their Surety) shall be liable for and shall pay to the Owner the sums hereafter stipulated as fixed, agreed as liquidated damages, and not as a penalty, for each calendar day of delay until the work is substantially completed: Three Hundred Fifty Dollars (\$350.00)

#### **4.7.0. Examinations of Site and Documents**

Prior to submitting a Bid, the Bidder shall:

- 4.7.1 Carefully examine the Contract documents in their entirety
- 4.7.2 Visit the project site(s), if desired.

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

4.7.4 Include in Bid a sum sufficient to cover all items and permits required by the Contract documents.

#### **4.8.0 Inspection and Final Approval**

When the work has been completed according to the Contract documents, the Contractor shall notify Sean Bautista, Project Manager, 1303 E Central Drive, Meridian, ID 83642. Phone (208) 350-5172 for inspection and final approval.

#### **4.9.0. Payments**

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

4.9.2 All Applications for Payment shall be on the forms provided by the District or AIA Form G702-1992.

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

4.9.4 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 receipt of a Consent of Surety Form (AIA Document G707) signed by the Surety issuing the Performance and Payment Bonds on behalf of the Contractor and receipt of the State Tax Commission's response to the District's Request for Tax Release.

#### **4.10.0 Warranties, Guarantees**

4.10.1 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.

#### **4.11.0 Quality Assurance**

4.11.1 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 Contractor will provide certificates of insurance required herein and will maintain insurance during the life of the Contract. There is 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 Bid to be declared non-responsive or for your Contract to be cancelled.

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

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

#### **5.1 Commercial General and Umbrella Liability Insurance**

Contractor shall maintain Commercial General Liability (CGL) and, if necessary, Commercial Umbrella insurance with a limit of not less than \$1,000,000 each occurrence 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.

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

#### **5.2 Commercial Automobile and Commercial Umbrella Liability Insurance**

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

**5.2.1** Contractor may request a waiver from providing Commercial Automobile and Commercial Umbrella Liability Insurance in its Bid or Proposal if the Contractor will not use any owned, hired or non-owned vehicles to conduct business under the Contract, if it is awarded the Contract, and WASD will consider the request. If the Bidder submits a request to waive the provision of Commercial Automobile and Commercial Umbrella Liability Insurance after the due date and time for receipt of Bids or Proposals, WASD may not consider the request.

### **5.3 Worker's Compensation Insurance and Employer's Liability**

Contractor shall maintain workers compensation and employer's liability insurance. The employer's liability shall have limits not less than \$1,000,000 each accident for bodily insurance by accident or \$1,000,000 each employee for bodily injury by disease.

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

### **5.4 Notice of Cancellation or Change**

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

### **5.5 Reporting Provisions Non-Compliance**

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

### **5.6 Waiver of Subrogation**

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

## **6 AWARD**

Award will be made to the responsive bidder with the lowest Total Cost, as provided on **Attachment 1, Bid Submittal Form** and upon Board approval.

## 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, they will pay or will secure to the satisfaction of the respective taxing units all taxes for which their property is liable when due or delinquent. The following sections of the Idaho Code specifically explains the requirements to be met in respect for performing a Public Works Contract.

### 44-1001. EMPLOYMENT OF RESIDENTS OF IDAHO.

Pursuant to Idaho Code 44-1001, EMPLOYMENT OF RESIDENTS OF IDAHO, the contractor must employ ninety-five (95%) bona fide Idaho residents as employees on any job under contract with Joint School District No. 2 dba West Ada School District except where under such contracts fifty (50) or less persons are employed the contractor may employ ten percent (10%) nonresidents, provided, however, in all cases employers must give preference to the employment of bona fide residents in the performance of said work.

### 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.

67-2346. ANIT-BOYCOTT AGAINST ISRAEL ACT. If aggregate payments under a contract/agreement exceed one hundred thousand (\$100,000) and the Contractor/Vendor employs ten (10) or more persons, the Contractor/Vendor must certify that it is not currently engaged in and will not, for the duration of the contract/agreement, engage in a boycott of goods or services from Israel or territories under its control. The terms in this Certification are defined in Idaho Code 67-2346 and shall have the meaning defined therein.

The Awarded Contractor/Vendor certifies as evidenced by signature on the contract document, that they do not engage in the boycott of goods or services from Israel or territories under Israel's control during the term of any contract awarded to Contractor/Vendor from Joint School District No. 2, dba West Ada School District. I further certify that this certification is true, complete, and accurate, and that I am authorized by my company to make this certification.

#### 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.

## **Contractor Bid Proposal Form**

West Ada School District  
District Service Center  
1303 East Central Drive  
Meridian, ID 83642

**Bid Due by:** 2:00pm  
**Bid Date:** November 29<sup>th</sup>, 2021

**Bid Package # 20**  
**Bid Package Name: Food Service Equipment**

Submitted by: \_\_\_\_\_

In compliance with the Advertisement for Bids for construction of the WASD – Meridian Middle School Cafeteria Addition, having examined the Contract Documents dated September 8, 2021 from Lombard-Conrad Architects, and being familiar with all of the conditions surrounding the construction of the proposed project, including availability of materials and labor, the undersigned hereby proposes to furnish all labor, materials, supplies, equipment, supervision and insurance in accordance with the Contract documents, within the time set forth therein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the Contract documents, of which this Proposal is a part.

Bidder hereby agrees to commence work under this contract on or before a date to be specified in written "Notice to Proceed" of the Owner and substantially complete the project within the times stipulated in the enclosed construction schedule. Bidder further agrees to pay as liquidated damages the sum of \$350 for each consecutive day after the established substantial completion date or adjusted date as established by change order.

### **DIVISION 00 — PROCUREMENT AND CONTRACTING REQUIREMENTS**

*003126 - EXISTING HAZARDOUS MATERIAL INFORMATION*

*003132 - GEOTECHNICAL DATA*

### **DIVISION 01 — GENERAL REQUIREMENTS**

*ALL SPECIFICATIONS*

### **DIVISION 11 — EQUIPMENT**

*114000 - FOODSERVICE EQUIPMENT*

**Note: All Contract Documents Apply – Bidding Contractors are responsible for all pages of addendums including attachments.**

### **Bidding Requirements:**

In addition to the work required in the above Sections, this bid package overview includes, but is not limited to the following:

Provide all labor, materials, supervision, equipment and permits necessary to furnish and install a complete and functioning kitchen equipment package in accordance with the contract documents and adhering to the latest editions of all local and state code requirements for said scope of work.

### **This bid package includes, but is not limited to the following:**

- Coordination with associated trades.
- Stainless-steel sinks and accessories
- Stainless-steel tables
- Stainless-steel drawers
- Stainless-steel shelving
- Fabricated equipment.

- Food waste machines.
- Cooking equipment.
- Self-contained refrigeration equipment.
- Kitchen Hoods (By Others)
- Kitchen walk-in fridge, freezer, condensers, line sets, insulation, the whole kitten caboodle.
- Powered food-preparation equipment.
- Warewashing equipment.
- Serving equipment.
- Food waste grinders
- Steamers
- Kettles
- Ovens
- Lighting fixtures as pertaining to equipment
- Food Processors
- Mixers
- Warewashing machine
- Refrigerator cabinets
- Hot cabinets
- Hot wells
- Sandwich/Salad Units
- All associated accessories and finishes.
- Delivery, offloading, taxes and installation
- Field measuring
- Demonstrations/training

All craning, hoisting, machinery or equipment required to complete the delivery and installation of this scope of work is the responsibility of this Contractor. It is this Contractors responsibility to provide resources to move materials and machinery.

The scope outlined above is to be used as a reference only and should not be considered exhaustive. It is the responsibility of the bidding Contractor to review all contract documents to provide a complete and responsive bid for their trade and include all items in accordance with the plans and specifications.

**General Notes:**

This Contractor will commit to allocating sufficient quantities of manpower, material and equipment to this project to meet the construction schedule established by the Construction Manager.

This Contractor will coordinate all activities with all other trades to allow for timely construction activities throughout the duration of the project.

This Contractor is to provide, install and remove any safety equipment required to perform this work.

**Total Base Bid (Including all applicable taxes)**      **Bid Amount: \$** \_\_\_\_\_

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(Amount shall be shown in both words and figures. In case of discrepancy, the amount shown in word will govern).

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The bidder agrees that this bid shall be good and may not be withdrawn for a period of 60 calendar days after the scheduled closing time for receiving bids.

The undersigned agrees and promises, in submitting this proposal, that if issued a Letter of Intent or a Formal Agreement, he will execute the required Agreement without alterations within five (5) days, and immediately furnish Insurance Policy, Certificate of Insurance and Safety Documentation.

The undersigned understands that the Owner reserves the right to accept, reject or negotiate any and/or

all bids and waive any informality in the bidding. Final award is subject to approval by the Owner.

The undersigned acknowledges receipt of Addendum(s)

\_\_\_\_\_dated \_\_\_\_\_

\_\_\_\_\_dated \_\_\_\_\_

\_\_\_\_\_dated \_\_\_\_\_

\_\_\_\_\_dated \_\_\_\_\_



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The Undersigned notifies that he is of this date duly licensed as an Idaho Public Works Contractor and further that he/she possesses Idaho Public Works Contractor's License No. \_\_\_\_\_ and is domiciled in the State of \_\_\_\_\_.

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 2021.

Respectfully submitted,

(Seal - if bid is by a Corporation)

\_\_\_\_\_  
Company

\_\_\_\_\_  
Business Address

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Printed or Typed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
Email Address

\_\_\_\_\_  
EIN #

## 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:

*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 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.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](mailto:purchasing@westada.org) or submit in person to Kim Harp at the District Service Center.

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Company/Contractor Name (Print)

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Signature of Company/Contractor Representative

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Printed Name

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Date

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

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

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

\_\_\_\_\_  
Name of Contractor

\_\_\_\_\_  
Address

\_\_\_\_\_  
City and State

By: \_\_\_\_\_  
(Signature)

Subscribed and sworn to before me this \_\_\_\_\_ day of  
\_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC, residing at

\_\_\_\_\_

\_\_\_\_\_

Commission Expires

**ATTACHMENT 4**

**CONTRACTOR'S AFFIDAVIT CONCERNING TAXES**

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

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

\_\_\_\_\_  
Name of Contractor

\_\_\_\_\_  
Address

\_\_\_\_\_  
City and State

By: \_\_\_\_\_  
(Signature)

Subscribed and sworn to before me this \_\_\_\_\_ day of  
\_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC, residing at

\_\_\_\_\_  
Commission Expires