

## **POCATELLO/CHUBBUCK SCHOOL DISTRICT 25**

LEARNING TODAY FOR THE POSSIBILITIES OF TOMORROW

Administration Offices 3115 Pole Line Road Pocatello, Idaho

**INVITATION TO BID** 

#### **SPECIFICATIONS FOR**

Vinyl Composite Tile Replacement

BIDS WITH CONDITIONS WILL NOT BE ACCEPTED

**BID OPENING** 

February 27, 2024 9:30 AM



**POCATELLO/CHUBBUCK SCHOOL DISTRICT 25** 

LEARNING TODAY FOR THE POSSIBILITIES OF TOMORROW

## Pocatello / Chubbuck School District No. 25 INVITATION TO BID

Sealed bids will be received by the School District 25 Business Office, Bannock County, Idaho at 3115 Pole Line Road, Pocatello, Idaho, 83201, until **9:30 AM on February 27, 2024** for the following:

## 2024 Vinyl Composite Tile Replacement

A mandatory pre-bid conference and walk-thru to review the projects will be held at the District Maintenance Shop, 185 E. Maple, Pocatello, Idaho, on February 20, 2024 at 1:00 PM.

Specifications or additional details, (including bid forms), may be secured at the Business Office, 3115 Pole Line Road, Pocatello, Idaho, 83201 or by calling the Business Office at (208) 235-3270.

Each bid shall be accompanied by a certified check, cashier's check, or a bidder's bond, (executed by a qualified surety company with the power to do business in the State of Idaho) in the sum of not less than five percent, (5%) of the total bid, made payable to School District No. 25, Bannock County, Pocatello, Idaho. This surety shall be forfeited by the bidder in the event of failure to enter into a contract. <u>Personal or company checks will not be accepted</u>. Compliance with Idaho Public Works Law is required.

The Board of Trustees reserves the right to reject any or all bids or to waive any informalities, or to accept the bid or bids deemed best for School District No. 25, Bannock County, Pocatello, Idaho.

Renae Johnson, Clerk Pocatello/Chubbuck School District No. 25

Publish dates:

February 10, 2024 February 17, 2024

IDAHO STATE JOURNAL

## **INSTRUCTIONS TO BIDDERS**

## **BIDS:**

Sealed bids will be received on or before the time and date set forth under Invitation to Bid.

The owner reserves the right to accept or reject any part or all bids.

Bidders submitting a bid on this work will be required to figure and furnish everything as called for by these specifications and the requirements of the Bid sheet.

All bids shall be in a sealed envelope addressed to the School District 25 Business Office, Bannock County, Idaho at 3115 Pole Line Road, Pocatello, Idaho. The following shall be written on the exterior of the envelope:

## BIDS FOR TILE REPLACEMENT AT VARIOUS LOCATIONSTO BE OPENED ON FEBRUARY 27, 2024 AT 9:30 AM

Bids not delivered by contractors at time of bid opening must be received in mail no later than 4:00 PM on February 26, 2024, the day before the bid opening.

## EXAMINATION OF THE SITE AND DOCUMENTS: Pre-Bid Walk through.

Refer all questions to Mr. Brian Glenn, School Plant Coordinator, at (208)233-2604. Contact with other district staff, Board of Trustees, or Administration, will be by written permission only.

A **mandatory pre-bid conference and walk-thru** to review projects will be at the District Maintenance Shop, 185 East Maple, Pocatello, Idaho, on February 20, 2024 at 1:00 PM.

The purpose of the pre-bid conferences is to:

- 1. Carefully examine the specifications.
- 2. Visit the worksite.
- 3. Be fully informed of existing conditions and limitations.
- 4. Include in the bid sums sufficient to cover all items required by the contract, which shall rely entirely upon your own examinations in making this proposal.
- 5. Verify tile square footage amounts prior to bidding/ordering.

## **INTERPRETATIONS:**

Should a bidder find discrepancies in, or omissions from the specifications, or be in doubt as to their meaning, he should at once notify the Owner, who will send written instructions or addenda to all bidders.

The owner will not be responsible for oral interpretations. Questions received less than 48 hours before time for bid opening cannot be answered; all addenda issued during the time of bidding will be incorporated in the contract.

Materials and products shall be approved 48 hours prior to bid opening by School Plant Coordinator for acceptance and approval for any tile manufacturer other than specifications.

## **BID GUARANTEE:**

As a guarantee, if awarded the contract, the bidder will execute same and furnish bond. Each bid will be accompanied by a Certified Check, Cashier's Check, or Bid Bond for not less than five percent (5%) of the base bid payable to Owner. <u>NO PERSONAL OR COMPANY CHECKS WILL BE ACCEPTED</u>

## **OBJECTIONS:**

Written objections to specifications or bid procedures must be received by the clerk, secretary, or other authorized official of the District at least one (1) business day before the date and time upon which bids are scheduled to be received, per Idaho Code Section 68-2806(c).

## **CONTRACTOR'S LICENSE:**

In compliance with Idaho Laws, the contractor must be registered with the State of Idaho, and hold the required *Public Works Contractor's License* before obtaining the contract documents and before submitting a bid for this work.

## **EVIDENCE OF QUALIFICATIONS:**

Upon request of Owner, a bidder whose bid is under consideration for award of the contract shall submit, promptly, satisfactory evidence of his financial resources, his experiences, and the organization and equipment he has available for performance of the contract.

## PERFORMANCE BOND:

The successful bidder will be required to furnish a 100% performance bond when entering into the contract work, per Idaho Code Section 54-1926, "....conditioned upon the faithful performance of the contract in accordance with the plans, specifications and conditions thereof."

## PAYMENT BOND:

The successful bidder will be required to furnish a 100% payment bond when entering into the contract work, per Idaho Code Section 54-1926, "solely for the protection of persons supplying labor or materials, or renting, leasing, or otherwise supplying equipment to the contractor or his subcontractors in the prosecution of the work provided for in such contract."

## 5% RETAINAGE:

The Owner will retain 5% of the Contractor's earned sum to ensure faithful performance. This 5% will be released to the Contractor upon receipt of tax release from State of Idaho.

#### FORM WH5:

Per Idaho Code Section 54-1904A, within thirty (30) days of award of bid, the contractor shall file with the State Tax Commission a form WH-5, Public Works Contract Report.

#### **EMPLOYMENT OF RESIDENTS OF IDAHO:**

In compliance with Idaho Laws, Section 44-1001 and 44-1002 Idaho Code, the contractor "...must employ <u>ninety-five percent</u> (95%) bona fide Idaho residents as employees on any such contracts 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 such employers must give preference to the employment of bona fide Idaho residents in the performance of such work...."

#### **INSURANCE:**

All contractors who provide goods or services to the District are required to provide the District with certificates of insurance for General Liability, Auto Liability, Workers Compensation, and Professional Liability if applicable.

The General Liability and/or Professional Liability certificate must name the District as an additional insured under the contractor's policy.

Certificates are to be provided to the District prior to any work commencing on District property. This would include the placement of any equipment or materials at the work site.

#### Minimum Insurance Limits

- General Liability \$1,000,000 per occurrence \$1,000,000 products and completed operations \$1,000,000 annual aggregate
- Auto Liability \$1,000,000 per occurrence

Workers Compensation Statutory

## **OWNER/CONTRACTOR AGREEMENT:**

The Agreement for the work will be written on a District provided Form of Agreement between Owner and Contractor where the basis of payment is a stipulated sum.

## LAWS AND ORDINANCES:

The contractor hereby binds himself to protect and save harmless the owner from all damages arising from the violation of any and all Federal, State, County, City, and all other laws, rules, regulations, in the performance of the terms of the contract.

## HOLD HARMLESS AGREEMENT:

The District expects your work to conform to professional standards. The contractor is expected to hold the District harmless for all damages or claims arising out of the work performed by the contractor. The District will not agree to hold the contractor harmless for damages or claims.

## **REJECTION OF BIDS:**

The Board of Trustees shall have the right to reject or not accept any and/or all bids when: (1) it is in the best interest of the District; (2) the bid does not meet the minimum bid specifications; or (3) the bid is not the lowest responsible bidder, or (4) the item offered deviates to a major degree from the bid specifications, as determined by the Administrator (minor deviations, as determined by the Administrator (minor deviations, as determined by the Administrator, may be accepted as substantially meeting the bid requirements of the District). Deviations will be considered major when such deviations appear to frustrate the competitive bidding process.

The Board of Trustees may reject all bid with or without cause. The Board of Trustees may waive any immaterial deviation in a bid.

## EQUIPMENT:

The contractor shall provide all labor, materials, tools, and equipment, etc. necessary for the complete and substantial execution of everything described in the specifications.

## **STORAGE OF MATERIALS:**

The contractor shall make arrangement and coordinate with the Maintenance Department for delivery and storing of materials. Any damages of life or property caused by storage of materials on the above-indicated place shall be paid for by the contractor, who shall hold the owner harmless for any damages concerning the same.

#### **SUPERVISION:**

The supervision of this work will be done by School District No. 25 Maintenance Department.

#### **INSPECTION OF WORK:**

The representative of the owner shall at all times have access to the work wherever it is in preparation or progress and the contractor shall provide facilities for such access and for inspection.

#### **CLEAN UP AND SECURITY:**

The contractor shall at all times keep the premises free from accumulations of waste material or rubbish caused by his employees or work, and at the completion of the work he shall remove all his rubbish from and about the building and all tools and surplus materials and shall leave his work clean. In case of dispute, the owner shall remove the rubbish and surplus materials and charge the cost to the contractor. At no time shall the School District dumpsters be used to remove the Contractor's waste, garbage and scraps.

The contractor shall be responsible to secure the building each day and be responsible for false alarm charges caused by workers.

#### **CHANGES IN THE WORK:**

All change orders shall be submitted in written form, for District approval, before any additional work is performed.

The owner, without invalidating the contract, may order extra work or make changes by altering, adding to, or deducting from the work; the contract sum being adjusted accordingly. All such work shall be executed under the conditions of the original contract, except that any claim for extension of the time caused thereby shall be adjusted at the time of ordering such change. The total allowance for combined overhead and profit for changes shall be included in the total cost to the owner and shall be based on the following schedule:

- 1. For the Contractor, 10% over cost;
- 2. For the Sub-Contractor, 15% over cost to be divided 10% for Sub-Contractor and 5% for Contractor; and
- 3 For any Sub-Subcontractor, 15% over cost to be divided 5% for Contractor, 5% for Sub-Contractor, and 5% for Sub-Subcontractor.

#### LIQUIDATED DAMAGES:

Contractor shall be required to pay Owner as liquidated damages the sum of \$500 for each day, after the scheduled completion date, that the project is unfinished.

## PAYMENTS:

Prices must remain firm as quoted by supplier until quantity awarded is received. Application for payment dated on or before the 25th of the month, shall be paid by the 15th of the following month. Application for payment dated after the 25th of the month, shall be paid within 30 days. Invoices must break down work by school and other District buildings, then totaled.

Delivery may be accepted any time, however, payment for the 2024-2025 fiscal year cannot be made until after July 1, 2024 when those funds have been released.

#### BID:

The following universal specifications are being used as a guideline. Alternate bids for equal equipment will be considered (equipment not carpet) upon District approval two weeks prior to the bid due date. Substitutions or major alterations must be indicated upon the proposal sheet at the time of the bid submission. Bids must be based upon conditions at the site and these specifications. Bids shall be submitted in accordance with the requirements shown on the bid form.

## **BID EVALUATION CRITERIA:**

Contractor selection on this project will be evaluated based on the following:

- 1. Price
- Contractor reputation in providing quality materials, installation and service of work with current customers or past performance with District 25. (please list all jobs/contracts greater than \$50,000 performed in the past two years if contractor has not performed one for the District in past 5 years)
- 3. Vendor ability to best match the listed criteria as specified.
- 4. The District will award the all projects to one vendor for all locations listed in the bid package. Each school/location will have its own individual project number.

#### **GUARANTEE:**

The manufacturer(s) shall guarantee that the material specified shall be free of manufacturing defects for the lifetime of the tile. This guarantee will require the manufacturer to replace, at no cost to the owner, defects in materials.

Wear guarantee shall be for the lifetime of the bid material.

#### **SCOPE OF THE WORK:**

Furnish and install all tile and cove base as hereafter specified. Yardage / square footage required shall be bid on the bid sheet. Product colors will be chosen after the bid is accepted from a choice of at least eight colors Indoor/Outdoor entrance tile shall be delivered in full cartons.

Vendor is responsible for obtaining the correct measurement sizes for all materials. The measurements on the bid sheet are approximate size only.

#### **DELIVERY AND STARTING OF WORK:**

The time frame for completion of project(s) is between June 3, 2024 and August 5, 2024. Contractors shall order materials and receive delivery as close to the start date as possible to give ample time to complete work by the August 5th date.

#### IDAHO EMPLOYER ALCOHOL AND DRUG-FREE WORKPLACE ACT

Include with your bid sheet a contractor's affidavit pursuant to Idaho Code, Section 72-1717.

#### PROJECTS:

Before ordering materials, contractor shall verify project yardage and square footage and that sufficient material is on hand to complete the work. All surplus yardage and square footage is the property of the School District, except scrap materials. The surplus product materials shall be delivered to the School District Shop at 185 E. Maple within (30) days of the completion of the projects.

#### **GENERAL REQUIREMENTS FOR TILE**:

All products bid shall meet specifications as outlined herein: shall be of first quality; be full cartons; and be delivered in the original factory packaging and carry the factory label on all cartons. The manufacturer's brand name must be tendered in the proposals.

Colors for installation shall be selected by the owner from the manufacturer's standard pattern and color line. Color samples shall be submitted with bid package.

Product materials will not be accepted by owner unless accompanied by a written guarantee from the manufacturer that the materials meet <u>ALL</u> specifications outlines herein. No payments will be made until this certificate is delivered to the owner and materials are accepted as meeting all requirements.

Samples shall be approximately 24" x 24" and be accompanied by manufacturer's specifications covering construction of the tile.

#### MATERIAL TO BE LEFT FOR OWNER:

All usable tile and cove base is the property of the School District. One (1) full carton of product per location (project) for each color used.

#### **MATERIAL SPECIFICATIONS:**

All products and materials must meet or exceed the following minimum specifications listed and/or the associated with the attachments hereto.

Vinyl Composite Tile (VCT):	
Manufacturer:	Armstrong, Tarkett or equal
Style Name:	Imperial Texture Multicolor RAVE, VCT Solids
Ramp areas:	Commercial VCT traction face surface
Traffic Class:	Commercial VCT Tile
Construction:	Commercial VCT Tile
Size:	12" x 12" (305mm X 305mm)
Gauge:	1/8" (3.2mm)
ASTM F 1066, Composition 1:	Type 2
Warranty:	Five (5) years as specified in warranty section

#### WARRANTY:

Specification warranty: The manufacturer warrants that the Tile and Cove Base conforms to specifications established for the product, subject to normal manufacturing tolerances.

Three (3) Year Installation Workmanship: Provide special project warranty, signed by Contractor and Installer, agreeing to repair or replace defective materials and workmanship of Tile and Cove Base work occurring within the three (3) year warranty period, without cost to Owner, and agreeing to repair or replace other defects beyond Contractor's; Installer's; Manufacturer's controls, as judged by Architect or Owner at Owners expense at prevailing wage rates.

Lifetime Warranty: All products are to be warranted by the manufacturer for indoor commercial use. Any area showing greater wear under conditions of normal use will be replaced at the manufacture's expense including labor charges, as long as the carpet was properly installed and maintained.

#### ACCESSORIES:

 Rubber or metal edge guards at doorways with water resistant adhesive. Existing rubber edge guards in the classrooms at the sink area shall be replaced with metal edge guards similar to existing in other classrooms. These items shall be part of the bid. <u>No</u> <u>compensation will be given for items that were not considered prior to bid.</u>

#### **PREPARATION:**

- 1. Existing carpet shall be removed by School District Personnel.
- 2. Contractor shall repair holes, cracks, depressions, and rough areas using material recommended by manufacturer.
- 3. Contractor shall clear away debris and scrape up cementitious deposits from surfaces to before installation.
- 4. Asbestos removal shall be done by another Contractor on a separate contract prior to installation.

## **INSTALLATION:**

- 1. Experience of installer must be at least ten years in the supervision of tile similar to type specified herein.
- 2. Follow manufacturer's instructions.

## **CLEANING:**

1. Dispose of debris and unusable scraps. Garbage and unused scrapes shall not be placed in District dumpsters. Contractor shall dispose of their own garbage. Vacuum carpet using commercial machine with face-beater element. Remove spots and replace carpet where spots cannot be removed. All Tile and Cove Base shall be cleaned of all excess adhesive, vacuum, or sweep clean of debris.

## BID SHEET

#### Vinyl Composite Tile Replacement

Board of Trustees Pocatello/Chubbuck School District No. 25 3115 Pole Line Road Pocatello, Idaho 83201 Date: \_\_\_\_\_

We, the undersigned bidder agrees, if this bid is accepted, to enter into an agreement with Owner to perform and furnish labor, materials, and equipment to install all Vinyl Composite Tile work described for by these specifications in accordance with the terms and conditions of the contract documents.

We further acknowledge Addendum(s	) received, if applicable, No	o dated	
the full the addition the age / table in a difficulty		, <u> </u>	

PROJECT	<u>SQ FT (Approx)</u>	TOTAL BID AMOUNT
No. 1 – Alameda Middle School	7500	\$
No. 2 – Washington Elementary School	2410	\$
No. 3 – Pocatello High School	144	\$
No. 4 – Syringa Elementary School	800	\$

**COVE BASE**: <u>The installation of 4 inch Black Cove Base shall be incidental to the installation of VCT Tile and shall be</u> <u>included in the bids listed above</u>. We would also like the Contractor to provide a labor and material price to install cove base as directed at the following linear foot price.

4 inch Black Rubber Base: \$\_\_\_\_\_ per linear foot

#### All work will begin after June 5, 2024 and to be completed by August 4, 2024.

The School Board shall select the proposed bid that meets or exceeds manufacturer materials specified to give the District the most value and cost for the product bid. The School Board of Trustees reserves the right to reject any or all bids, likewise, to reject any item or items in any such bid and the right to waive any technicality.

Respectfully submitted,

- Attached, if applicable, is a listing of subcontractors names and addresses for this project.

- Attached is Affidavit of Alcohol and Drug-Free Worksite, as pursuant to Idaho Code 72-1717.

- Attached is Bidder Certification Form.

Company Name	Authorized Signature / Date
Address	Title
City, State, Zip	Public Works License Number
Phone / Fax Number	Worker's Comp & Liability Insurance Exp. Date

Email, if applicable

## CONTRACTOR'S 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 named contractor is in compliance with the provisions of Idaho Code section 72-1717; that named contractor 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 named contractor shall subcontract work only to subcontractors meeting the requirements of Idaho Code, section 72-1717(1)(a).

Name	Authorized Signature / Date	
Subscribed and sworn to before me this	day of	, 2024.
Commission expires:		
	NOTARY	PUBLIC, residing at

## **BID PROPOSAL**

## VINYL COMPOSITE TILE (VCT)

MANUFACTURER	
DESCRIPTION OF MATERIAL:	
Style Name	
Traffic Class	
Gauge	
Thickness	
Width	
ASTM F 1066, Composition 1	
Warranty	

#### **BID PROPOSAL**

**COVE BASE** 

MANUFACTURER	
DESCRIPTION OF MATERIAL:	
Style Name	
Traffic Class	
Construction Weave	
Gauge	
Thickness	
Width	
ASTM F 1066, Composition 1	
Warranty	



# **POCATELLO/CHUBBUCK SCHOOL DISTRICT 25**

## LEARNING TODAY FOR THE POSSIBILITIES OF TOMORROW

#### **BIDDER CERTIFICATION FORM**

- 1. **Debarment and Suspension** In submitting this bid proposal, we hereby certify that we have not been suspended or in any way excluded from Federal procurement actions by any Federal Agency. We fully understand that if information contrary to this certification subsequently becomes available, such evidence may be grounds for non-award or nullification of a bid contract.
- Anti-Collusion In submitting this bid proposal, we hereby certify this proposal was developed and prepared without any collusion with any competing bidder or District employee. The content of this proposal has not been disclosed to any competing or potentially competing bidder prior to the proposal due date and time. Furthermore, no action to persuade any person, partnership or corporation to submit or withhold a bid has been made.
- 3. Anti-Lobbying In submitting this bid proposal, we hereby certify that to the best of our knowledge and belief, no appropriated Federal funds have been paid or will be paid by or on behalf of person associated with this proposal to any person for influencing or attempting to influence and officer or employee of any agency, a member of Congress, an office or employee of Congress or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.
- 4. National Sexual Offender Registry In submitting this bid proposal, you certify 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. You certify further that you have cross checked such employees against the National Sex Offender Registry found at the following web link: <a href="http://www.nsopr.gov/">http://www.nsopr.gov/</a>

Signed:	Date:
Name & Title:	
Company:	Phone:
Address:	
City/State/Zip:	









