

# **Mountain Home School District 193**

## **Request for Proposals for Parking Lot Replacement & Rehabilitation at West Elementary School**

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**REQUEST FOR PROPOSALS**  
**Parking Lot Replacement & Rehabilitation, West Elementary**  
**School for Mountain Home School District No. 193**  
**Proposal Deadline: April 9, 2025**

**1. INTRODUCTION AND GENERAL CONDITIONS**

Mountain Home School District 193 is accepting sealed bids for a parking lot replacement and rehabilitation for West Elementary School. Bids may be sent to Scott Fish, Maintenance Director, located at the District Administrative Office, at 470 N. 3<sup>rd</sup> E., Mountain Home, Idaho, 83647, on or before April 9, 2025, until the hour of 10:00 a.m., of said day for the Parking Lot Replacement & Rehabilitation – West Elementary School.

A **pre-bid** walk-through/meeting is scheduled for, April 1, 2025, at 9:00 a.m. Attendance is mandatory in order for a bid to be submitted. Meet at the MHSD Maintenance Department Building, 420 S 14<sup>th</sup> East, Mountain Home, Idaho, 83647.

**Proposals** will be opened at the Mountain Home School District No. 193 Administration Building, 470 N. 3<sup>rd</sup> E., Mountain Home, Idaho, 83647, in said school district, April 9, 2025, 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 Proposals, cumulatively referred to herein as the "Contract."

**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 Board 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 Board 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.

#### **1.5.1 ANTI-BOYCOTT AGAINST ISRAEL ACT:**

Idaho Code 67-2346 – Anti-Boycott Against Israel Act, Section 67-2346, Idaho Code, prohibits Mountain Home School District No. 193 from contracting with any company, of more than ten employees, that engages in an anti-Israel boycott. This includes refusing to deal with, terminating activities, or other activities that are intended to discriminate against or inflict economic harm on the state of Israel or its territories. By entering into this agreement, we acknowledge that we do not currently engage in – and will not engage in during the duration of this contract – a boycott against the State of Israel or its territories.

## **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**

The Mountain Home School District is seeking proposals from qualified organizations ("Organizations," "Responders," "Bidders," "Proposers" or "Contractors") for the rehabilitation of the parking lot at West Elementary School – 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**

- Remove and replace asphalt and regrade base to original grade.
- Layout and paint pavement markings with traffic rated paint of the following:
  - ~ 4" White Lines – Parking areas
  - ~ 4" Yellow Lines – Bus lanes
  - ~ Yellow Curbing
  - ~ ADA Stencil with access aisles (2)

~ 6" White lines – Cross walks to school entry

- Bumper Blocks
  - ~ Identify damaged concrete wheelstops and replace as needed

### **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:

Scott Fish, Maintenance Director  
Mountain Home School District No. 193

470 North 3<sup>rd</sup> East  
Mountain Home, Idaho 83647

Envelopes containing proposals shall be clearly marked “**SEALED PROPOSAL – Parking Lot Replacement & Rehabilitation for West Elementary School.**” **Proposals will not be accepted via fax or e-mail.**

## **2.8 ANTICIPATED TIMELINE**

All work must be completed by **July 31, 2025.**

RFP Published ..... **March 19, 26, 2023**

Deadline to Submit Proposal..... **April 9, 2025, 10:00 A.M.**

Board Approval of Proposal ..... **April 15, 2025, Board of Trustees Meeting**

Start Date..... **May 26, 2025, at the earliest.**

## **2.9 QUESTIONS**

Questions concerning this RFP shall be directed to:

Scott Fish, Maintenance Director  
420 S. 14<sup>th</sup> East  
Mountain Home, Idaho 83647  
Office: (208) 587-2598  
Cell: (208) 573-7269

## **2.10 MATERIAL SAFETY DATA SHEETS**

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

## **3. INSTALLATION SPECIFICATIONS**

The District would like the parking lot at West Elementary School to be replaced to improve the function and safety of vehicles and pedestrians entering and exiting school grounds

## **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.

<b>Total Cost of Bidder’s Bid</b>	<b>35%</b>
<b>Project Approach</b>	<b>30%</b>
<b>Proven History and Reference Letters</b>	<b>20%</b>
<b>Strength and Stability</b>	<b>15%</b>

- **Total Cost:** How much does the product or service cost in comparison to that of other vendors? Lower cost = higher score.
- **Project Approach:** Describe your approach to providing the services outlined in the above Scope of Services.
- **Proven History & Reference Letters:** Provide details of previous related projects that pertains to the scope of work of the West Elementary RFP. Include letters of reference of past customers.
- **Strength & Stability:** Describe how your company’s ability to manage and complete projects on time and within budget.

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 Maintenance Director or 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. Pavement 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 REMOVAL OF DEBRIS**

Upon completion of the work, the Contractor agrees to remove from the premises all trash, rubbish, and debris, which accumulated thereon during the progress of the work. The Contractor shall leave the premises in a reasonably clean and presentable condition. All debris removed from the premises shall be disposed of in an environmentally approved manner.

## **7 ADDITIONAL INFORMATION**

Should a Bidder require additional information, Bidder should contact Scott Fish (208) 587-2598 or (208) 573-7269. Any and all changes to these specifications are valid only if they are inserted into the proposal by a written addendum to all Bidders.

## **8 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.

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**9 PROPOSAL AND CONTRACT FORM**

**Parking Lot Replacement & Rehabilitation at West Elementary,  
Mountain Home School District No. 193  
Proposed Deadline: April 9, 2025, 10:00 A.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 July 31, 2025, FOR OPTIONAL ADDITIONAL UNITS)**

West Parking Lot Rehabilitation			
Line Item	Unit Price	Quantity	Extended Price
1.	\$		\$
2.	\$		\$
3.	\$		\$
<b>TOTAL PROPOSAL AMOUNT</b>			<b>\$</b>

**10 PROPOSAL RESPONSE EXCEPTION FORM**

Parking Lot Replacement & Rehabilitation for West Elementary School,  
Mountain Home School District No. 193. Proposal Deadline: April 9, 2025, 10:00 A.M.

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(Please make extra copies of form if necessary.)