Nampa School District No. 131
Nutrition Services
Request for Proposals: Kitchen Equipment Maintenance & Repair
June 2020

NOTE: The following instructions and specifications have been developed specifically for this request for proposals and may or may not be the same as or similar to previous or future solicitations for this type of service or commodity. Respondents are encouraged to fully examine these instructions and specifications in detail before submitting proposals.

General Proposal Conditions & Requirements

1. Proposals will be accepted until 2:00 pm Mountain Time, June 22, 2020 at which time they will be publicly opened. Proposals should be sent to:

   Clerk of the Board
   Nampa School District No. 131
   619 South Canyon Street
   Nampa, ID 83686

   All proposals should be submitted in a sealed envelope or other container. Such envelope/container should be clearly marked “Proposal: Kitchen Equipment Maintenance & Repair.” A cut-out label is provided for respondent convenience with this packet; respondent may or may not use this label at its own discretion. Proposals may also be submitted in person at the listed address. Respondents are encouraged to verify receipt by the District of submitted proposals, by registered mail, tracked delivery, direct confirmation, or some other means as chosen by the respondent.

   Proposals may be withdrawn or amended prior to the due date and time, either in person or by written request. No proposal may be withdrawn after the declared time of opening.

2. Questions regarding the proposal requirements or processes should be submitted in writing either:

   by email to: bids@nsd131.org
   by mail to: Nampa School District No. 131
                619 South Canyon St.
                Nampa, ID 83686
                Attn: Nathaly Gibson

   Any inquiry should be clearly labeled as pertaining to this Request for Proposals. Submitted inquiries and their answers will be posted as an addendum to the proposal specifications and may be found on the Nampa School
District website at rebrand.ly/12kk24; respondents are encouraged to regularly check the website as notices of Addendum updates may not be provided.

All questions must be received by the District no later than 5:00 pm Mountain Time, June 18, 2020. Questions submitted after this time will not be considered.

3. In submitting a proposal, the respondent represents that it has read and understands the proposal requirements and any addenda, including applicable laws and regulations. The failure of any respondent to examine any form, addendum or other document shall in no way relieve the respondent from any obligations with respect to the proposal or any resulting agreement.

4. Term of Agreement: The District seeks to enter into a service and maintenance agreement, commencing July 1, 2020 and terminating June 30, 2021.

5. Option to Extend: The District shall hold the option to extend the agreement for up to two additional, consecutive one-year terms, July 1, 2021 through June 30, 2022 and July 1, 2022 through June 30, 2023. Extension shall be dependent upon successful negotiation between the parties of contract pricing for each option year. Should the parties fail to agree upon a pricing structure for the upcoming contract year, the agreement shall expire as scheduled.

Any decision regarding the exercise of either option to extend will be at the sole discretion of the District. Exercise of first option to extend shall impart no obligation whatsoever on the part of the District regarding second option to extend; should District fail to exercise first option to extend, the second option to extend shall automatically cancel. Notice of intent to extend shall be provided in writing to the contractor thirty (30) days prior to end of the applicable contract period.

6. Proposal Pricing: Proposal prices are to be held firm from the proposal date through June 30, 2021.

Pricing under years two and three of the agreement, should District opt to extend, is to be held for the entire term of that extension as described.

All prices, including totals, must include any and all discounts. Prices should be stated in the units as specified in item descriptions. In the case of a discrepancy between the unit price and the extended price, the unit price will be considered correct.

Any requirement by the respondent that certain weights, quantities, or other criteria must be met in order to qualify for proposal pricing may result in the disqualification of the proposal. Likewise, expiration dates or other constraints in conflict with proposal requirements may result in disqualification.

7. Termination: Should District wish to terminate the agreement it shall provide contractor with sixty (60) calendar days written notice of that intent. District shall have the cause for termination of the contract upon one or more of the following events:
a. District has provided contractor written notice of default and the default has not been corrected within a period of thirty (30) calendar days after such notice. Contractor shall also be considered as failing to perform if the contractor has not commenced the correction within the stated period of time or is not proceeding with appropriate diligence, at the discretion of the District,

b. Contractor is or becomes insolvent,

c. Contractor makes a general assignment for benefit of creditors,

d. Contractor repeatedly fails to perform as prescribed under the agreement, including emergency calls and calls outside normal hours.

8. Proposal Results, Tabulation, and Award Posting: Proposal tabulations and final award recommendations will be made available to any interested party, depending on the complexity of the award, following Board action. The Board of Trustees holds regular meetings on the second Tuesday of each month. In accordance with District procedures, all award recommendations are presented for Board action at the next regularly scheduled meeting following proposal evaluation. The complete award recommendation packet will be posted to the District website following such presentation. Respondents are encouraged to review the proposal tabulations and recommendations as posted, and invited to contact the District office with related questions.

9. Respondents should complete and return the entire Proposal Form, cover sheet, required submittals, and the Respondent Certification form included with this packet. Respondents are asked to label the upper right corner of each returned page with their company name. Proposals must be submitted in a sealed envelope or other container, marked with the proposal name. A preprinted cutout label is provided at the end of this packet to assist with this requirement.

10. Proposal Delivery: Proposals may be submitted via any commonly accepted carrier or in person. Respondent shall bear the sole responsibility for delivery of its proposal by the set time and at the appointed location. Respondents are encouraged to verify District receipt of their proposal.

11. Signatory Authority: All quotations and proposals must be signed in ink by an individual authorized to legally obligate the company or firm.

12. Respondent Certifications: In accordance with applicable laws or rules, winning respondents shall be subject to requirements of those participating in this proposal, seeking to conduct business with Nampa School District Nutrition Services, or seeking to provide items paid for from federal funds. Respondent certification shall be required regarding:

- Debarment & Suspension
- Byrd Anti-Lobbying Amendment
- Anti-Collusion
- National Sex Offender Registry
- Equal Employment Opportunity

A Respondent Certification Form is included with this specification packet, detailing these requirements. This form must be completed and returned with any submitted proposal; failure to complete and return the Respondent Certification Form may constitute grounds for disqualification of an offered proposal.
13. Award Criteria: Nampa School District Nutrition Services proposals are generally awarded on the basis of price, with the lowest offered price that adheres to specifications as listed or amended being deemed the winning offer. The proposal evaluation will also consider the respondent’s ability to meet District needs for short notice and emergency service.

14. Proposal Opening Attendance: All respondent are entitled and invited to attend the proposal opening, if so desired.

15. Taxes: Nampa School District is exempt from state and federal sales, use, and excise taxes; no taxes shall be included in any proposal price.

16. The Board of Trustees reserves the right to accept or reject any and/or all proposals and waive any minor informality or irregularity if such action is deemed to be in the best interest of the District.

17. Purchase Order: The award of a proposal shall not constitute an order. Before shipments may be made, the vendor must receive a purchase order issued by the District. Shipments shall be made as specified on the order, and conforming to proposal specifications and instructions.

18. Public Record: All information and materials submitted in response to this request shall become and be considered public record upon the opening of submitted proposals, and as such available for examination by interested parties upon the completion of the evaluation and award process.

19. Any respondent may withdraw, amend, or replace its proposal at any time prior to the time set for opening, in writing or in person. No proposal may be withdrawn after the set time of opening.

20. Gratuities: In the event that any gratuity or “kickback” is offered or tendered to any District employee or subcontractor as an inducement for award of a contract, request for proposal, subcontract, or order, the respondent’s proposal shall be disqualified and shall not be reinstated.

21. Indemnification/Hold Harmless: Respondent agrees to indemnify and hold harmless the District from all third party claims and costs, including attorney’s fees, incurred by the District in defending same to the extent such claims are based on a defect in a product or part thereof, supplies of such a part, or part hereof to conform.

22. Default: Should any respondent fail to enter into a contract with the District on the basis of the submitted proposal by said respondent, or fail to perform under the supply agreement, respondent acknowledges that it shall be liable to the District for the difference between the offered price and the price actually paid by the District to secure the product from an alternative source. Failure to pay said amount to the District upon demand may result in the nullification of all or part of the supply agreement as well as disqualification from subsequent Nutrition Services proposals and bids for not less than one (1) year, after which time the respondent may request reinstatement, with any decision regarding reinstatement at the sole discretion of the District.

23. Conflict of Interest: All respondents must disclose, with their proposal, the name of any officer, director, or agent who is also an employee of Nampa School District No. 131. Further, all respondents must disclose the
name of any District employee who has, directly or indirectly, an ownership interest in the responding firm or any of its branches.

24. Protests: Participating respondents may object to a proposal award, per the requirements of Title 67, Chapter 28, Idaho code.

A respondent who wishes to object to an award must do so within seven (7) calendar days of the posting of the award. This objection should be submitted, in writing, to the District’s coordinating party as listed in the publicly posted proposal documents. The objection must set forth the express reason(s) for the objection and why the award has been made in error. Upon receipt of a proper objection, the governing party for the proposal in question will stay its award decision and any procurement under the award until it has addressed the particular objection(s) submitted.

The governing party shall review its decision and will determine to (1) affirm the award, (2) modify the award, or (3) repeat the procurement process, setting aside its award, and will set forth the reasons therefor. After completion of the review process, the District may proceed as it deems in the best interest of the District.

For the purpose of objections, the governing party shall be whatever person or group is duly empowered and qualified to make an award, under procurement laws and guidelines set forth by the State of Idaho for political subdivision purchasing and Nampa School District purchasing rules.

25. Termination for Convenience and Cause Clause: This agreement may be terminated by the Nampa School District for any reason or no reason, whether or not extended beyond the initial term, by giving the other party written notice no less than thirty (30) days in advance.
Proposal-Specific Requirements & Conditions

1. General information to be provided with the proposal:
   - Company name, business form, and names of owners/principals
   - Company address
   - Office phone and fax numbers
   - Name of parent organization, if subsidiary
   - Name of service manager
   - Name of office manager or primary point of office contact
   - 24-hour service contact name and phone number
   - Number of technicians currently in company employ in the Treasure Valley

2. Service- and parts-based information:

   **Service Rates**
   - Hourly rate for onsite work during normal hours
   - Trip fees—flat or mileage rates, if any, during normal hours
   - Hourly rate outside normal hours
   - Trip fees—flat or mileage rates, if any, outside normal hours
   - Days and times that would be considered after hours
   - Hourly rate for holiday service
   - Trip fees—flat or mileage rates, if any, for holiday service
   - Days that would be considered holidays

   Address from which any mileage would be calculated

   Service area covered, either as miles from home base or geographically defined

   **Parts Markup Rates**
   - Percentage markup on replacement parts; invoice pricing will be required for cost verification

   **Preventative Maintenance Rates**
   - Preventative maintenance charge per site for sites featuring coolers, freezers, and milk coolers
   - Preventative maintenance charge per site for sites featuring coolers, freezers, milk coolers, and ice machines

   Preventative maintenance is to be performed twice yearly at each site, in November and May

3. Submittals required with the proposal:
   - Proof of liability insurance
   - Proof of workers compensation insurance
4. A cover sheet is included with this specification packet; this cover sheet should be completed and returned with the proposal.

The Proposal Form included with this specification packet should be completed in its entirety. Respondents may include additional supporting information as a separate attachment if necessary.

Proposal Form may be printed from this specification document or is available on the District website in fillable pdf format; either form shall be acceptable to the District.
**Proposal Form**

### General Information

<table>
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<th>Field</th>
<th>Information</th>
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<tr>
<td>Company Name</td>
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<td>Mailing Address (if different)</td>
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<td>Primary Phone Number</td>
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<td>Fax Number (if any)</td>
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<tr>
<td>Type of Organization</td>
<td>Corporation, LLC, Partnership, Sole Proprietorship</td>
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<td>Names of Owners/Officers</td>
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<td>Parent Organization, if subsidiary</td>
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<td>Name of Service Manager</td>
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<tr>
<td>Office Manager/Primary Contact</td>
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<tr>
<td>24-hour Service Contact</td>
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<td>24-hour Service Phone(s)</td>
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<tr>
<td>Number of technicians currently employed in Treasure Valley:</td>
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Service and Pricing Information

Service Rates
Hourly rate, onsite work during normal hours
Trip fee/mileage rate, normal hours
Normal hours & days

Hourly rate, onsite work outside normal hours
Trip fee/mileage rate, outside normal hours

Hourly rate, onsite work during holiday
Trip fee/mileage rate, holiday
Specify days that would be considered holidays

Address from which mileage charges would be calculated

General service area description

Parts Markup
Percentage markup on repair/replacement parts

Preventative Maintenance Rates
Per site charge, sites featuring coolers, freezers, & milk coolers
Per site charge, sites featuring coolers, freezers, milk coolers, & ice machines

Submittals Checklist
Proof of liability insurance
Proof of workers compensation insurance
Respondent Certification Form

1. **Debarment and Suspension**—In submitting this proposal, we certify our company is not currently debarred, suspended, or otherwise excluded from federal procurement actions by any federal agency. We further understand that that if information contrary to this certification comes available that such information may be grounds for disqualification from bidding, non-award, or nullification of a supply agreement.

2. **Byrd Anti-Lobbying Amendment**—In submitting this proposal, we certify our company will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352.

3. **Anti-Collusion**—In submitting this proposal, we certify this proposal was developed and prepared without any collusion with any competing respondent or District employee; the content of this proposal has not been disclosed to any competing or potentially competing respondent prior to the proposal due date and time; and that no action has been taken to persuade any potential respondent to submit or withhold a proposal.

4. **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. In submitting this proposal, we certify that our company will not allow persons subject to this rule to participate in company business that would require them to be present on school property, as stated under the code. We further accept responsibility for cross checking such employees against the National Sex Offender Registry.

5. **Equal Employment Opportunity**—In submitting this proposal, respondent certifies it will, during the term of the contract, adhere to Equal Opportunity rules as prescribed in 41 CFR 60-1.4. Failure to do so may constitute grounds for disqualification from bidding, non-award, or nullification of a supply agreement.

Signed: 

______________________________

Printed Name & Title: 

______________________________

Company: 

______________________________

Date: 

______________________________
USDA Nondiscrimination Statement

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, religious creed, disability, age, political beliefs, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotape, American Sign Language, etc.), should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a complaint of discrimination, complete the USDA Program Discrimination Complaint Form, (AS-3027) found online at:

http://www.ascr.usda.gov/complaint_filing_cust.html

and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by:

(1) Mail: U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW
Washington, D.C. 20250-9410

or

(2) Fax: (202) 690-7442

or

(3) Email: program.intake@usda.gov

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