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**SOLICITATION 1530-01**  
CHILD NUTRITION PROGRAM  
EQUIPMENT REPAIR and MAINTENANCE SERVICE

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REQUIRED METHOD IS TO SUBMIT SEALED PROPOSALS TO:

Provo City School District  
Attention: Child Nutrition IFB 1530-01  
Tina Fluehe, Chief Procurement Officer  
280 West 940 North  
Provo, UT 84604

**INVITATION FOR BID (IFB)**  
**PROVO CITY SCHOOL DISTRICT**  
**EQUIPMENT REPAIR and MAINTENANCE**  
**IFB 1530-01**

**I. INTENT OF INVITATION FOR BID**

The purpose of this invitation for bid is to solicit competitive sealed proposals from qualified contractors to provide the Provo City School District (hereafter referred to as PCSD) Child Nutrition Program with Kitchen Equipment Repair and Maintenance on an “as needed basis”.

Contractor must furnish all labor, materials, equipment, supplies, tools, transportation and incidentals as required to complete each project specifically to include maintenance, repairs and replacements of industrial quality kitchen equipment; and heating, ventilation, air conditioning, and refrigerant service.

PCSD is intending to contract with one qualified Contractor to provide Equipment Repair and Maintenance Service for all eighteen (18) PCSD kitchens and school buildings (see attached list).

This IFB is designed to provide interested Contractors with sufficient basic information to submit proposals meeting minimum requirements, but is not intended to limit a proposal’s content or exclude any relevant or essential data. Contractors are at liberty and encouraged to expand upon the specifications to evidence service capability under any agreement.

All proposal preparation costs and any associated activities related to this IFB are the sole responsibility of the Contractor. PCSD is not liable for any costs incurred throughout the entire selection process.

**II. ELIGIBILITY REQUIREMENTS**

In order to be eligible to respond to this IFB, an interested Contractor must meet or exceed all of the following minimum qualifications:

**1. Business License and Licensing**

The interested Contractor must have a current Utah Business License and all current licensing requirements of the City, County and State of Utah to perform the type of work required under this bid including the proper license classifications with sufficient monetary limits as established and

issued by the Division of Occupational and Professional Licensing, State Department of Commerce, as legally required by State Code Title 58, Chapter 55. Licensing must be current and valid at the date Proposal is due.

**2. Insurance**

The Contractor must secure and maintain liability insurance (General and Auto) for not less than any limits of liability specified as part of this contract, or required by law, whichever is greater, against claims under the Workmen's Compensation Act and other employee benefit acts for bodily injuries to persons, including death, or damages to property which may arise from or in connection with the performance of the work hereunder. Insurance must be maintained for the duration of the contract, and shall exclude contractual liability insurance as applicable to the Contractor's obligations. Contractor must provide proof of insurance upon demand by PCSD (Policy or Endorsement) and agrees to, at all times, defend, indemnify, hold harmless, and protect the PCSD and its employees, representatives, agents, and volunteers from and against any and all claims.

PCSD will assume no liabilities for the Contractor including any of the Contractor's representatives, employees or properties.

Contractor shall, at all times, keep the work area in a neat, clean, safe and secure condition to avoid the risk of loss, theft, vandalism or sabotage

Any damages occurring during the completion of projects, incidental or otherwise, to District or adjacent properties must be repaired at the Contractor's expense, and to the Owner's satisfaction.

**3. Access to Site**

Access to the location for site inspection and/or project completion must be arranged through either the Child Nutrition Director or Coordinator listed on the service call, or Maintenance Director for building related issues, and site access must be with their knowledge and at their convenience.

**4. Bonding**

None.

**5. Background Checks for Drivers**

Are all drivers that work with the school districts subject to background checks? Please provide detailed explanation with submittal.

**6. Experience and References**

Minimum of three (3) years working experience with education facilities. The Proposal shall include a minimum of three (3) references over the past four (4) years. If possible these should be from similar institutions, preferably from school districts. Include the name of the organization,

location, contact person, telephone number, and email address with submittal.

## 7. **Federal Requirements, Laws and Codes**

Interested Contractors must comply with Federal Code 2 CFR, parts 200.318-326 General Procurement Requirements:

- a) Federal Code 2 CFR 200.321 Buy American Provision supports local and small businesses. The Contractor must take all necessary affirmative steps to assure that Local, Small, Minority, and Women-owned business enterprises and labor surplus firms are used when possible.
- b) Federal Procurement Regulations 7 CFR 210.21, 215.14a, 220.16, 225.17, 226.22, and 250.4(d) direct Child Nutrition Program operators to comply with procurement requirements as outlined in those parts. In addition, all procurements shall be undertaken consistent with State and local requirements.
- c) Appendix II to 2 CFR 200 Contract Provisions for competitive sealed bids and IFB solicitations for all Federal awards to non-Federal entities. Contractor must abide by all Federal, State and local laws including, but not limited to, employment laws such as *Equal Employment Opportunity, Americans with Disabilities Act* and the *Contract Work Hours and Safety Standards Act*, and meet or exceed all applicable building codes, Utah State Energy Code requirements and OSHA regulations. Undocumented (illegal immigrant) labor is not allowed to work on PCSD property.
- d) Per Appendix II to 2 CFR 200 Clauses, offers will not be solicited from, contracts will not be awarded to, and existing contracts will not be renewed or otherwise extended for any Proposer in *Debarment or Suspension*. Proposers must submit certification that neither it nor its Principals are presently or within the past ten (10) years debarred, suspended, proposed for Debarment, declared ineligible, or voluntarily excluded from soliciting work by any governmental department or agency. The Proposer must also certify that it has not been terminated during the performance of a contract or withdrew from a contract to avoid termination. If the Proposer cannot certify these two statements, the Proposer shall submit a written explanation of the circumstances for review by the PCSD. These certifications shall be submitted with the Proposer's IFB.
- e) Per Appendix II to 2 CFR 200 Clauses, the *Byrd Anti-Lobbying Amendment* prohibits the use of appropriated funds by recipients of a "Federal contract" for purposes of influencing or attempting to influence Federal officials with the awarding of a Federal contract,

grant, or any other Federal award. The Contractor certifies that it has not used and will not use Federal appropriated funds to pay any person or organization for influencing or attempting to influence various government officials in making certain Federal awards.

- f) Consistent with Federal Code 2 CFR 200.320, all contracts must be awarded to responsive and responsible Contractors. Price must be the primary factor when evaluating bids and proposals; however, contracts shall be awarded to the lowest bid or proposal most advantageous to the Program.
- g) We are a governmental entity and as such we do not waive any rights granted under the *Governmental Immunity Act of Utah* (Utah Code, Title 63G, Chapter 07).

### **III. GENERAL INFORMATION**

#### **A. IFB Information**

IFB will be publicly announced in local newspapers for seven (7) days and will be posted on the PCSD website for response. It is the sole responsibility of all interested Proposers to ensure submittals reflect all details of the solicitation in its entirety.

#### **B. GRAMA Confidentiality Claims & Requests**

According to the Utah Governmental Records Access and Management Act (GRAMA), a Proposer may categorize trade secrets, proprietary information, protected records, etc. included in their proposal as classified. All classified information must be properly indicated and marked.

Proposers may submit a redacted copy of their technical proposal along with their complete proposal at the time of submittal. Should a GRAMA request be filed, the redacted copy shall be provided to the Requestor. If no redacted copy is submitted, then the full proposal will be provided without notice to the Proposer.

#### **C. Oral Presentations**

An oral presentation by a Proposing Contractor to clarify their submitted proposal may be required at the sole discretion of PCSD. However, PCSD may award a contract based on the initial proposals received without discussion with the Contractor. If oral presentations are required, they will be scheduled after the submission of proposals.

#### **D. Contract Clauses**

Any contract arising from the IFB will include the following clause:

- a) PCSD may terminate the contract for any reason, at any time, (with or without written notice) if the Contractor fails to perform (*Cause*) or if it is in the best interest of the District (*Convenience*);
- b) PCSD requests assignment of rights to recover damages from any antitrust violations;
- c) Contractor will accept liability for doors left open, loss of product, or theft if building is not secured after departure;
- d) Contractor will take responsibility for any damages to building(s) or property caused by the Contractor including any of the Contractor's representatives, employees or vehicles.
- e) Liquidated damages as appropriate;
- f) Alcohol, tobacco or e-cigarettes are not permitted on PCSD property.

**E. Written Agreement**

The awarded Contractor must enter into a written service agreement with PCSD.

**F. Contract Period**

This agreement shall commence on July 1, 2019. The service school year for PCSD for the 2019-2020 school year begins August 1, 2019 (July 1, 2019 for those schools with summer feeding programs) through June 30, 2020. PCSD may renew the contract annually for up to four (4) additional years. If the option is not exercised, then the contract shall automatically expire at the end of the contract term. Notice to exercise this option must be given at least thirty (30) days prior to the end of the contract term.

**G. Notice to Proceed**

Notice to proceed will be in the form of a Purchase Order from the PCSD Purchasing Department. Awarded Contractor should not proceed with Equipment Repair and Maintenance Services without a Purchase Order unless it is an emergency situation.

**H. Payment**

Payments will be a "lump sum" amount made at the completion and clean-up of each project, and will not be made until a final inspection and approval (signing of the invoice) is made by the Child Nutrition Director or the Maintenance Director for building related issues. No "draws", prepayments or partial payments are allowed.

Travel time, mileage charges, office charges or trip charges are not allowed.

"Mark-up" on supplies (or subcontracted work) is not allowed.

**I. Warranty**

Contractor warrants all equipment, materials, and labor furnished or performed will be free from defects for a period of twelve months. Upon notice from PCSD of any defect during the applicable warranty period, the affected item, parts or work shall be redone, redesigned, repaired or replaced by the Contractor (at Contractor's expense) at a time acceptable to PCSD.

**J. Sales Tax**

Sales made to PCSD are exempt from sales tax.

**K. PCSD Inquiries and Contacts**

Questions, Interpretations, clarifications or communication regarding this IFB should be directed to Tina Fluehe, PCSD Chief Procurement Officer at [tinaF@provo.edu](mailto:tinaF@provo.edu) or (801) 374-4864.

Proposers shall not contact or offer gifts or gratuities to PCSD employees, board members, or evaluation committee members in an effort to influence the selection process. This prohibition applies before the IFB documents are issued, as the contract is developed, and extends throughout the award of the contract. Failure to comply with this requirement may result in disqualification.

**L. IFB Consideration, Award and Right of Rejection**

It is the policy of PCSD to publicly announce all requirements for Equipment Repair and Maintenance Services, and to negotiate contracts on the basis of demonstrated competence and qualification for the type of Services required by PCSD at fair and reasonable prices.

The Contractor's past performance history, organization, equipment and demonstrated ability to perform and complete required Services in the manner and within the time limit specified will be elements along with the cost of labor per hour considered by PCSD in the letting of the contract, if any award is made.

PCSD reserves the right to reject any and all proposals by reason of this paragraph or to waive any non-statutory informality. PCSD further reserves the right to make the contract award deemed by PCSD to be in the best interest of the District. Additionally, PCSD reserves the right to rebid this contract (to gauge market conditions) at any time, for any reason, whether the contract is mid-term or not. Provo City School District's decision to accept or reject the contract shall be final.

When the award is made, Tina Fluehe, Chief Procurement Officer, will contact the awarded Contractor. Tina Fluehe will also contact Proposers to whom the bid was not awarded.

**M. Addendum to IFB**

If it becomes necessary to revise this IFB in whole or in part, an addendum will be sent to the Contractor. An Addendum will only come through Tina Fluehe, Chief Procurement Officer.

**IV. DETAILED SCOPE OF SERVICE**

The awarded Contractor is expected to fulfill the following requirements:

1. Service response time must be within two (2) calendar days. Emergency service response time must be “same day”.
2. Contract will be for small Equipment Repair and Maintenance jobs only.
3. PCSD will require a written price quotation for all jobs over \$1,000 at no additional charge, listing materials and labor hours for auditing purposes. PCSD will provide a “Job Costing” form for the quotation (please see the form below). If the project actually requires less time and/or materials than quoted on the Job Costing form, the invoice must reflect this. No payment will be made for more than is listed on the Job Costing form without a change order. Change Orders must be approved and signed by the PCSD Child Nutrition Director (or Maintenance Director for building related projects), prior to the commencement of additional work.
4. PCSD reserves the right to reject a Price Proposal (Job Costing Form) or any other component of the Price Proposal for any reason, and is under no obligation to proceed with the job.

**V. SUBMITTING YOUR PROPOSAL**

**A. Proposal Delivery**

Proposers should submit as per instructions on the PCSD website.

**The proposal with supplemental information must be accepted by the PCSD Purchasing Department by 3:00 p.m. on Tuesday, April 16<sup>th</sup>, 2019.**

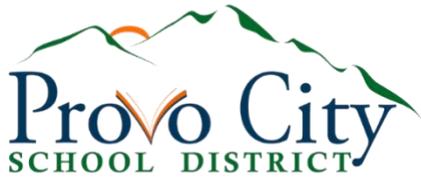
Proposals received after that time will not be accepted.

Proposals must be signed by the Contractor’s authorized official, binding the IFB until Contractor is awarded. Each Proposer shall submit one bid only. Alternate or multiple bids from a single Contractor are prohibited.

**Sealed Proposals must be submitted to the address and attention below:**

Provo City School District  
Attention: Child Nutrition IFB 1530-01  
Tina Fluehe, Chief Procurement Officer  
280 West 940 North  
Provo, UT 84604

Note: Additional or alternate terms or proposals will not be accepted.



**“JOB COSTING” FORM**

**IFB 1530-01 Equipment & Maintenance Repairs**

**Contractor:**

**School and Service Requested:**

Date:

Scope of work (description): Attach drawings and detailed plans if necessary
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<p><b>Labor at quoted rate:</b></p> <p style="text-align: center;">Laborer Hours: _____ x \$ _____ = \$</p> <p style="text-align: right;">Total Labor \$</p>
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<b>Materials Total:</b>	\$
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**Total Cost of Job:**

**Labor + Materials\* + Subcontracted Work\*                    \$**

\*List materials (and subcontracted work) on back of this form and/or attach documentation.  
**No Markup allowed.**

Contractor’s Authorized Legal Agent:

\_\_\_\_\_

(signature)

\*Signature indicates acknowledgment that all terms and conditions of IFB 1530-01 apply to this job.

**CERTIFICATION OF PROPOSAL**

We have read Child Nutrition IFB 1530-01 and fully understand its intent. We certify that we have adequate personnel and resources to fulfill the proposal requirements. We further understand that our ability to meet the criteria and provide the required services shall be judged solely by PCSD evaluation committee members.

We further certify that, since the receipt of this IFB, no contact, discussion, or negotiations have been made nor will be made regarding this proposal with any PCSD employee, board member, or evaluation committee member other than the listed contact people in the IFB. We understand that any such contact could disqualify this proposal.

We further certify that we are properly licensed to conduct business within the scope of this IFB, in the State of Utah.

We certify that all schedules and addenda contained herein shall be considered part of the entire IFB response and that the complete document submitted shall be considered a legally binding document.

Submitted by:

\_\_\_\_\_  
Business Name

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

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Email

\_\_\_\_\_  
Date

**REFERENCES**

Contractor will provide a minimum of three (3) references over the past four (4) years. If possible these should be from similar institutions, preferably from school districts. The District reserves the right to independently research and evaluate references of the references provided.

1. Company Name \_\_\_\_\_

Contact Name \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Telephone \_\_\_\_\_ Fax \_\_\_\_\_

Email \_\_\_\_\_

2. Company Name \_\_\_\_\_

Contact Name \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Telephone \_\_\_\_\_ Fax \_\_\_\_\_

Email \_\_\_\_\_

3. Company Name \_\_\_\_\_

Contact Name \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Telephone \_\_\_\_\_ Fax \_\_\_\_\_

Email \_\_\_\_\_

## **PCSD SCHOOLS**

Address and Contact information:

1. Amelia Earhart Elementary  
2585 W 200 S, Provo UT  
Stacy Halladay – Manager at 801-370-4630 X1112
2. Canyon Crest Elementary  
4664 N Canyon Road, Provo UT  
Marci Nelson – Manager at 801-221-9873 X1212
3. Edgemont Elementary  
566 E 3650 N, Provo UT  
Cindy Christen – Manager at 801-221-9984 X1512
4. Franklin Elementary  
350 S 600 W, Provo UT  
Capri Jenkins – Manager at 801-374-4925 X1712
5. Lakeview Elementary  
2899 W 1390 N, Provo UT  
Esperanza Chavez – Manager at 801-374-4990 X1912
6. Provo Peaks Elementary  
665 E Center Street, Provo UT  
Tresha Vanisi – Manager at 801-374-4940 X2012
7. Provost Elementary  
629 S 1000 E, Provo UT  
Loraine Roberson – Manager at 801-374-4960 X2212
8. Rock Canyon Elementary  
435 E 2320 N, Provo UT  
Ashley Smith – Manager at 801-374-4935 X2312
9. Spring Creek Elementary  
1740 S Nevada Avenue, Provo UT  
Vicky Ashby – Manager at 801-370-4650 X2412
10. Sunset View Elementary  
1520 W 600 S, Provo UT  
Dalys Christensen – Manager at 801-374-4950 X2512

## **PCSD SCHOOLS**

Address and Contact information pg. 2:

11. Timpanogos Elementary  
449 N 500 W, Provo UT  
Anne Orton – Manager at 801-374-4955 X2612
  
12. Wasatch Elementary  
1080 N 900 E, Provo UT  
Coty Arns – Manager at 801-374-4910 X2812
  
13. Westridge Elementary  
1720 W 1460 N, Provo UT  
Leann Nutig – Manager at 801-374-4870 X2912
  
14. Centennial Middle  
305 E 2320 N, Provo UT  
Belinda Robinson – Manager at 801-370-4621 X1312
  
15. Dixon Middle  
750 W 200 N, Provo UT  
Kathy Espinoza – Manager at 801-374-4980 X1412
  
16. Independence High  
636 N Independence Way, Provo UT  
Kerri Roberts – Manager at 801-374-4920 X3712
  
17. Provo High  
1199 Lakeshore Drive, Provo UT  
Lisa Rowley – Manager at 801-373-6550 X3312
  
18. Timpview High  
3570 N 650 E, Provo UT  
Emelda Blake – Manager at 801-221-9720 X3512