



Invitation to Bid (ITB) 18-203/B000203
DISTRICT 2 PREVENTATIVE ROCKFALL SCALING CONTRACT 2018
IDAHO TRANSPORTATION DEPARTMENT

Date of Issuance: 4/9/2018

TABLE OF CONTENTS

ADMINISTRATIVE INFORMATION.....	4
1 GENERAL INFORMATION	5
1.1 Purpose.....	5
1.2 General Information, Solicitation Instructions and Standard Terms and Conditions.....	5
1.3 Inquiries	5
1.4 Submission Requirements	6
1.5 Compliance with	6
1.6 Award.....	7
1.7 Point(s) of Contact/Contract Administration.....	7
2 SCOPE OF WORK.....	7
2.1 SUMMARY OF WORK	7
2.2 PERSONNEL REQUIREMENTS	8
2.3 EQUIPMENT REQUIREMENTS	8
2.4 REQUIRED SUBMITTALS.....	8
2.5 WORK SCHEDULE	9
2.6 MATERIALS.....	10
2.7 CLEAN WATER ACT.....	10
2.8 WORKSITE CLEANUP	10
2.9 WORK NOT NOTED, DETAILED OR SPECIFIED	10
2.10 SUBLETTING / SUBCONTRACTING OF CONTRACT	10
2.11 CODES	10
2.12 Location	10
2.13 Staging Location(s).....	10
2.14 Safety	10
2.15 Traffic Control	10
2.16 Quantity	10
2.17 Basis of Payment.....	11
2.18 Fully Burdened Cost.....	11
2.19 Contract Compliance	11
3 GENERAL ARCHITECTURAL AND SPECIAL PROVISIONS.....	11
3.1 Codes	11
3.2 Coordination and Control	12
3.3 Use – Tax.....	12
3.4 Superintendent.....	12
3.5 Change Orders	12
3.6 Information Given Prior to Award	12
3.7 Performance	12
3.8 Bidding Requirements and Conditions	13
3.9 Irregular Bids.....	13
3.10 Disqualification of Bidders	13
3.11 Surety Bond Requirements (Performance and Payment Bonds).....	14
3.12 Consideration of Bid / Record of Public Bid Opening (ROPBO)	14
3.13 Execution / Award of the Contract	14
3.14 Failure to Execute Contract	14
3.15 Authority to Proceed	14
4 TERMS AND CONDITIONS	15
4.1 Contract Award.....	15
4.2 Payment Requirements	15
4.3 Changes.....	15
4.4 Claims for Adjustment and Disputes	15

4.5 Force Majeure..... 15
4.6 Default and Termination of Contract..... 16
4.7 Termination for Convenience of the State 16
4.8 Appropriation by Legislature Required..... 16
4.9 Indemnification..... 16
4.10 Save Harmless..... 16
4.11 Insurance requirements..... 17
ATTACHMENT A- BID SCHEDULE 20
ATTACHMENT B- AFFIDAVIT: DRUG FREE WORKPLACE PROGRAM 22
ATTACHMENT C- SUBCONTRACTOR LICENSING 23
ATTACHMENT D- SIGNATURE PAGE 24

ADMINISTRATIVE INFORMATION

ITB Title:	DISTRICT 2 PREVENTATIVE ROCKFALL SCALING CONTRACT 2018
ITB Project Description:	The purpose of this Invitation To Bid (ITB) is to solicit sealed bids to establish a service contract between Idaho Transportation Department (ITD) and a Contractor to perform Rock Scaling.
ITB Lead:	Todd Sorensen, Project Coordinator Idaho Transportation Department 3311 W State Street Boise, Idaho 83707-1129 Todd.sorensen@itd.idaho.gov 208-334-8093
Submit sealed bid: BIDS MUST BE RECEIVED AT THE PHYSICAL ADDRESS DESIGNATED FOR COURIER SERVICE AND TIME/DATE STAMPED BY ITD PRIOR TO THE CLOSING DATE AND TIME.	Address for Courier Idaho Transportation Department 3311 W State Street Boise, ID 83707-1129 Address for US Mail Idaho Transportation Department PO Box 7129 Boise, ID 83707-1129
Deadline To Receive Questions:	5:00 p.m. Mountain Time on April 16, 2018
ITB Closing Date:	2:00 p.m. Mountain Time on April 23, 2018
ITB Opening Date:	2:05 p.m. Mountain Time on April 23, 2018
Initial Term of Contract and Renewals:	The initial term of the contract will be two (2) years, with the option to renew for two (2) additional periods of two (2) year(s) each.

1 GENERAL INFORMATION

1.1 Purpose

The purpose of this Invitation to Bid (ITB) is to solicit sealed bids to establish a service contract between Idaho Transportation Department (ITD) and a Contractor to perform Rock Scaling. This work shall consist of removing rock on high, steep to near vertical slopes and the installation or repairing of rockfall mesh and rockfall fencing. The slopes to be worked on are numerous and scattered throughout ITD District 2. The work will be on-call, as-needed basis.

Public Works Licensing is Required

1.2 General Information, Solicitation Instructions and Standard Terms and Conditions

This solicitation is issued by the Idaho Transportation Department via:

<http://itd.idaho.gov/business/> (click on the Solicitations – Non-Highway Projects tab). The Idaho Transportation Department is the only contact for this solicitation. All correspondence regarding this ITB must be in writing. In the event that it becomes necessary to revise any part of this ITB, addendums will be posted at the website provide above. It is the responsibility of the bidder to monitor this website for any updates or addendums. Any oral interpretations or clarifications of this ITB will not be relied upon. All changes to this ITB must be in writing and posted to the website to be valid. Alternate bids are not allowed.

The current version of the Idaho Transportation Department, Business & Support Management [Solicitation Terms and Conditions](#) are incorporated by reference into this solicitation, and any resulting contract, as if set forth in their entirety. This document can be downloaded at or copies obtained by contacting the solicitation's lead (see **Section 1.3**, Inquiries). Failure by any submitting bidder to obtain a copy of these documents will in no way constitute or be deemed a waiver by ITD of any term, condition, or requirement contained in the referenced documents; and no liability will be assumed by ITD for a submitting bidder's failure to consider the Idaho Transportation Department, Business & Support Management Solicitation Terms and Conditions in preparing its response to the solicitation.

1.3 Inquiries

Questions or other correspondence must be submitted in writing to the ITD contact listed below.

QUESTIONS MUST BE RECEIVED BY 5:00 PM Mountain Time (MT) ON THE DATE LISTED IN THE ADMINISTRATIVE INFORMATION PAGE. Timely received written questions will be answered via an addendum which will be posted to <http://itd.idaho.gov/business/> (click on the Solicitations – Non-Highway Projects tab).

ITBLead: Todd Sorensen
Phone: 208-334-8093
E-mail: todd.sorensen@itd.idaho.gov

Any questions regarding the Idaho Transportation Department, Business & Support Management Solicitation Terms and Conditions must also be submitted in writing, by the deadline identified in this subsection. ITD will not consider proposed modifications to these requirements after the date and time set for receiving questions. Questions regarding these requirements must contain the following:

1. The rationale for the specific requirement being unacceptable to the party submitting the question (define the deficiency);
2. Recommended verbiage for ITD's consideration that is consistent in content, context, and form with ITD's requirement that is being questioned;
3. Explanation of how ITD's acceptance of the recommended verbiage is fair and equitable to both ITD and to the party submitting the question.

Bids which condition the bid based upon ITD accepting other terms and conditions not found in the ITB, or which take exception to ITD's terms and conditions, will be found non-responsive, and no further consideration of the bid will be given.

1.4 Submission Requirements

1.4.1 Required Bid Submission Items

Your bid submission must consist of the following:

- 1.4.1.1 Bid Schedule (Attachment A)
- 1.4.1.2 Affidavit: Drug Free Workplace Program (Attachment B)
- 1.4.1.3 Subcontractor Licensing – if applicable (Attachment C)
- 1.4.1.4 Signature Page (Attachment D)
- 1.4.1.5 Qualifications of High Wall Rock Scalers and Scaling Foreman

1.4.2 Bid Submission Methods

Bids must be submitted manually (via U.S. Mail, courier/hand-delivery) in a sealed envelope/package. Do not fax or e-mail your bid. Your bid must be received at the location and by the date and time specified on the ITB Administrative Information Page. The official time, for bid closing purposes, is ITD's time clock. Alternate bids will not be allowed.

1.4.2.1 Submission Method Requirements

Seal all required bid submission items in a single envelope or package (be certain to include an original hand-written signature in ink OR an electronic digital I.D. on the Signature Page) and label the outside of the package as follows:

Attn: Todd Sorensen, Project Coordinator, Idaho Transportation Department

Bidder Name: (Company Name)

ITB Number: 18-203

ITB Title: DISTRICT 2 PREVENTATIVE ROCKFALL SCALING CONTRACT 2018

ITB Closing Date: April 23, 2018 at 2:00 PM MT

1.5 Compliance with

1.5.1 2017 Standard Specifications for Highway Construction

The 2017 Standard Specifications for Highway Construction and the most current Quality Assurance Manual are incorporated by reference where applicable to this solicitation.

The [2017 Standard Specifications for Highway Construction](#) is available for \$30.00 plus tax. Contact ITD at 334-8493 to purchase or to download both the 2017 Standard Specifications for Highway Construction and the Quality Assurance Manual.

1.5.2 ITD Policy Compliance

The following [ITD Policy Compliance](#) applies to this contract when the Contractor is performing work at an ITD facility or when using ITD equipment or other property. These policies will remain in force for the duration of the contract:

5055	Harassment in the Workplace policy
5523	Alcohol and Drug-free Workplace policy
5510	Computer, E-Mail, and Internet Usage policy
5033	Workplace Violence Policy

These policies are and incorporated in this agreement. It is the Contractor's responsibility to read, understand and comply with these policies; one hundred percent (100%) compliance is mandatory. Furthermore, Contractor is responsible for ensuring that all their employees and subcontractors adhere to these policies. ITD reserves the right to remove from its premises, at any time, any Contractor or his/her employee or subcontractor that fails to follow these policies. ITD also reserves the right to remove its property, at any time, from any Contractor or his/her employee or subcontractor that fails to follow these policies.

All Contractor's employees and subcontractors are required to wear identification badges at all times while on the ITD's premises. The Contractor and its employees or subcontractors are not employees of ITD, but ITD retains the right to control its own work place and the use of its property.

If a formal and written complaint is registered with the Contractor in respect to unsatisfactory work performance, the Contractor shall have 72 hours in which to respond in person to the complaint, to remedy the problem(s). Failure to respond in the prescribed time to the complaint or to remedy the problem may result in termination of the contract as provided in the Termination section.

If the district engineer is not satisfied with the results and remediation of the complaint, periodic and joint inspections with the Contractor may be required to discuss and point out contractors violations. Failure of the Contractor to attend these inspections may result in termination of the contract.

1.6 Award

Award will be made, all or none, to the responsive, responsible bidder with the lowest Total Cost, as provided on **Attachment A**, Bid Schedule.

1.7 Point(s) of Contact/Contract Administration

The contract Administrator(s) and Manager(s) contact information for the resulting contract(s) will be provided upon award of bid.

2 SCOPE OF WORK

2.1 SUMMARY OF WORK

Description. Rock Scaling shall consist of the manual removal of loose, hanging or potentially dangerous rock and soil by Rock Scaling methods on slopes as steep as vertical. Rock Scaling includes the removal of trees along the crest of the slope. Rock Scaling may include the repair or installation of rockfall mesh and rockfall fence. ITD shall be responsible for traffic control, debris removal, busting of boulders once fallen to the ditch and tree removal once fallen to the ditch. The Contractor shall provide all materials, equipment, and labor necessary to perform Rock Scaling.

Construction Requirements. The extent of the Rock Scaling will be determined and directed by the Engineer. The Engineer will determine the completion of work. The Engineer shall approve the Rock Scaling locations, extent to which Rock Scaling is performed and the trees to be removed. Only those trees identified by the Engineer shall be fallen. Fallen trees must be deposited in the roadway ditch. Rock Scaling will be limited to the work intervals used to hold traffic. The Rock Scaling work intervals shall be limited to day light hours between 30 minutes after sunrise and 30 minutes before sunset.

During Rock Scaling operations, the traffic will be held for specified work windows. Rock Scalers shall gage the amount of scaling within each allotted work window so rock loosened by the Rock Scalers is off the slope or stabilized before traffic is released through the work zone. The Rock Scaling Foreman shall report any situation to ITD that requires traffic to be held longer than the allotted work window due to safety. Traffic shall not be released until the Rock Scaling Foreman signals all is clear.

2.2 PERSONNEL REQUIREMENTS

The number of qualified personnel on site will depend on the project requirements as determined by the Engineer. Generally the minimum crew size will be three. Regardless of crew size, one must be a qualified scaling Foreman. Personnel assigned to perform rope work shall meet the requirements of a High Wall Rock Scaler and be trained and outfitted with approved climbing gear in accordance with the safety commission, International Climbing and Mountaineering Federation (U.I.A.A.).

Scaling Foreman: Must have a minimum of 2,500 hours experience performing high wall scaling and installation of draped rock fall mesh. Two years' experience must be in a Scaling Foreman's capacity directing the work of other High Wall Rock Scalers.

Rock Scalers: Must have a minimum of 1,000 hours experience performing high wall rock scaling.

No Apprentice Scalers will be permitted on this contract.

2.3 EQUIPMENT REQUIREMENTS

The following equipment is required but not limited to: scaling bars, portable inflatable jacks, drills for setting anchors, radios for communication between Scalers, Foreman and Flaggers, chain saws and tree falling equipment. When requested by the Engineer, the Contractor shall have available on site a portable inflatable jack and compressor with adequate capacity for the required work. One of the portable inflatable jacks must be rated at 22 tons. Other hand tools may be used if approved by the Engineer. All safety belts, harnesses, lanyards, climbing ropes, lifelines, drop lines and carabineers shall meet or exceed ANSI A10.14-1975 standards.

2.4 REQUIRED SUBMITTALS

Submit at time of quote, qualifications of personnel that are proposed for work directly under this contract in the capacity of High Wall Rock Scalers and Scaling Foreman. Qualifications must list employee's name, scaling projects worked, hours worked scaling per project, and a current phone number of the owner or representative with knowledgeable in the submitted individuals work on the project. Additional training or special abilities should be included.

Substitutions in personnel prior to commencement of work or during work must be approved before mobilization. Submittals for approval shall be sent directly to the Agreement Administrator. The State has two weeks from the date of the quote award to respond to the submitted proposed personnel.

Submit signed Service Agreement Quote Request with all requested items addressed and all other documents required by the state to perform this work including certificates of Insurance as detailed in the contract documents.

2.5 WORK SCHEDULE

Work Days

Work will be 10 hours per day either Monday through Friday for 50 hours/week or Monday through Thursday for 40 hours/week as determined by the Engineer. Variations in the hours worked per day must be approved by the Engineer. The daily work schedule will be determined by the Engineer and be limited to day light hours between 30 minutes after sunrise and 30 minutes before sunset. No work shall be paid for on weekends or State of Idaho recognized holidays as per section 101.02 of the Idaho Transportation Department, Standard Specifications for Highway Construction.

Work Windows

Work window duration will be determined by the Engineer (maximum 20 minutes) between clearing roadway and traffic release cycles.

Working Guidelines

- No scalers will be permitted on the slope or paid for without a qualified scaling Foreman on site at the base of slope performing spotting/lookout duties.
- Emergency vehicles will be allowed through as soon as safety permits based on the opinion of the scalers and scaling foreman.
- Scalers shall be equipped with two-way radio communication that allows communication between scalers, Foreman and ITD personnel.
- Scaling will start at the top of the designated slope and proceed to bottom of slope before moving laterally across the slope.
- Scalers will stage their activities to allow enough time to complete a specific scaling task or area in the allotted work window as determined by the Engineer.
- During the last work window of each day, scalers will make sure that they have not left an unsafe condition caused by that day's scaling activities.
- If safety permits, scalers shall work on the same general area of a slope and not be spread out over a large area unless approved by ITD.
- Scalers will report any situation to ITD that requires traffic to be held longer than the defined work window due to safety issues.
- Scalers will scale using a standard scaling bar or approved equal and other small portable devices such as hydraulic power packs, air pillows and air driven hand drills if approved by ITD.
- No cat track, cabling or other mechanical scaling method will be allowed unless approved by the Engineer.
- No use of explosives will be allowed.

2.6 MATERIALS

If slope stabilization materials are to be installed, they will be supplied by ITD.

2.7 CLEAN WATER ACT

ITD shall be responsible for the Clean Water Act Compliance requirements.

2.8 WORKSITE CLEANUP

Contractor shall keep work areas free of waste materials. Upon completion of work, all waste, tools, supplies, and material shall be removed from ITD's premises. Any tools and supplies left onsite after work completion shall be considered ITD's responsibility.

2.9 WORK NOT NOTED, DETAILED OR SPECIFIED

All work required for complete installation or assembly shall be included in the Contractor's Bid. Where minor portions of required work are not noted, detailed, or specified, such work shall be done in accordance with proven construction practice or accepted industry standards at no additional cost to the owner. The Contractor shall be held responsible for verification of existing job conditions prior to Bid. No additional cost shall be awarded to the successful Contractor (or their subcontractors) after Bids have been submitted and contracts awarded for failure to verify existing field conditions. Discrepancies or questions arising between actual field conditions and contract documents shall be made in writing and faxed to the number stated in the Bid document.

2.10 SUBLETTING / SUBCONTRACTING OF CONTRACT

No Subletting will be allowed on this contract.

2.11 CODES

Contract shall adhere to all Federal, State, and County Codes currently in place.

2.12 Location

Preventative Rock Scaling functions will be performed for Idaho Transportation Department, District Two, within the boundaries of Nez Perce, Latah, Lewis, Clearwater, and Idaho counties.

2.13 Staging Location(s)

Staging location(s) will be determined by the ITD contract Manager prior to the start of each project.

2.14 Safety

The Contractor must have a comprehensive Safety Manual pertaining to the equipment, material, and process demonstrating capability of safely conducting the work specified in the above solicitation.

2.15 Traffic Control

ITD will be responsible for traffic control at no cost to the contractor.

2.16 Quantity

Quantities estimated in Attachment A, Bid Schedule are for bidding purposes only. Actual quantities will vary due to the nature of the requirements. No minimum amount of work is implied or guaranteed.

2.17 Basis of Payment

The Contractor must submit daily invoices to the ITD representative on site. For payment, the final invoice must be sent to the billing location provided below, for the quantity delivered and accepted. ITD will render payment for a properly executed invoice NET thirty (30) days from the date of the invoice, for pay items accepted by ITD.

Invoices must include the following information:

- Contract Number (and name of project/product, if appropriate)
- Identification of Billing Period.
- Total amount billed for the billing period.
- Detailed description of services/products provided and associated # of hours/\$ amounts, as appropriate.
 - Name of authorized individual/contact information for Contractor

Invoices must be submitted to:

Idaho Transportation Department
Attn: Kathy Staab, Buyer
PO Box 837
2600 Frontage Road
Lewiston, ID 83501

Electronic Invoices may be sent to: itdd2adminap@itd.idaho.gov

2.18 Fully Burdened Cost

Provide your fully burdened Total Cost on Attachment A Bid Schedule.

2.19 Contract Compliance

If a formal and written complaint is registered with the Contractor in respect to unsatisfactory work performance, the Contractor will have seventy-two (72) hours in which to respond in person to the complaint, to remedy the problem(s). Failure to respond in the prescribed time to the complaint or to remedy the problem may result in termination of the contract as provided in the Idaho Transportation Department, Business & Support Management Solicitation Terms and Conditions.

If ITD is not satisfied with the results and remediation of the complaint, periodic and joint inspections with the Contractor may be required to discuss and point out Contractors violations. Failure of the contractor to attend these inspections may result in termination of the contract.

3 GENERAL ARCHITECTURAL AND SPECIAL PROVISIONS

3.1 Codes

The Contractor, including subcontractors, shall submit their bid in accordance with plans and specifications. If plans and specifications do not comply with any codes having jurisdiction in that particular place or construction, the Contractor shall notify ITD prior to bidding in writing and faxed to the number stated in the bid document. If prior notification is not given, it shall be assumed that the

Contractor's base bid includes, to the best of their knowledge and experience, all work necessary to comply with such codes.

3.2 Coordination and Control

This work shall proceed in an effective sequence so as to eliminate unnecessary work stoppages.

3.3 Use – Tax

It is not anticipated that the Contractor will utilize State-owned material on this project.

In the event that the Contractor does utilize State-owned material, the exercise of control over State-owned material by a Contractor who is improving real property (roadways, etc.) will incur the imposition of a use tax.

Bidders are advised to consult Section 63-3609, Idaho Code, and IDAPA 35, Title 01, Chapter 02, Sales Tax Administrative Rule 012, "Contractors Improving Real Property", and Rule 013, "Road and Paving Contractors", or contact the Idaho State Tax Commission for guidance. (Telephone No. (208) 334-7617)

3.4 Superintendent

The Contractor shall employ a competent Foreman and necessary assistants who shall be in attendance at the Project site during the progress of work. The Foreman shall be satisfactory to the Architect, and shall not be changed except with the consent of the Architect unless the Foreman proves to be unsatisfactory to the Contractor and ceases to be in their employ. Under this circumstance, the new Foreman shall also be satisfactory to the Architect. The Foreman shall represent the Contractor and all communications given to the Foreman shall be as binding as if given to the Contractor. Important communications will be confirmed in writing.

3.5 Change Orders

The Contractor agrees that the amount allowed for on any Change Order must be in accord to section 109.03.C of the 2017 Standard Specifications for Highway Construction.

3.6 Information Given Prior to Award

Oral explanations, instructions and interpretations given to bidders prior to award of contract will not be binding. It is the Department's intent to provide all bidders equal opportunity to access and acquire all available pertinent information necessary to formulate a responsive bid. Any information, specifications, plans, data or interpretations which the Department discovers is lacking and may be important to all bidders, will be furnished to all bidders in the form of an addendum, the receipt of which shall be acknowledged.

3.7 Performance

Submission of a bid by any Contractor shall be accepted as prima facie evidence that they have satisfied themselves as to the nature and location of the work and all other matters, which can in any way affect the work or cost thereof under the contract. Any failure of the Contractor to acquaint them with all available information, including a physical survey of the site of the proposed work, shall not relieve them from successfully performing all the work required.

3.8 Bidding Requirements and Conditions

Sealed Bids will be received at the time and place stated on the Cover Page. Timely receipt of Bids will be determined by the date and time the Bid is received at the address specified. Hand delivery is encouraged to ensure timely receipt. No Bid will be accepted after the time indicated. All material that is submitted in accordance with this solicitation becomes the property of the State of Idaho and will not be returned.

The bidder shall submit their bid upon the forms furnished by the Department. All figures shall be written in blue ink or typed. Penciled entries will not be accepted. If entries are in pencil, the bid shall be considered irregular and the bid will be rejected.

The bid shall be signed with blue ink by the individual or agency authorized to sign and submit this bid for the bidder. The bid signature page must include the bidder name and address and the state and address in which the business is domiciled.

3.9 Irregular Bids

Bids will be considered non-responsive and shall be rejected for the following reasons:

1. If the Bid Form(s) are on a form other than that furnished by the State or if the form is altered or any part thereof is detached.
2. If there are unauthorized additions, conditional or alternate bids, omission of addenda, or irregularities of any kind, which tend to make the bid incomplete, indefinite, or ambiguous as to its meaning.
3. If the bidder adds any provisions reserving the right to accept or reject an award, or to enter into a contract pursuant to an award.
4. If the Bid Schedule does not contain a unit price for each pay item listed except in the case of alternate pay items.
5. If the Bid Documents are not sealed, when received by the Department.
6. If the Signature Page is not signed in blue ink and returned with your bid.
7. If Addendums are not signed, in blue ink, and returned with the Bid Documents.
8. If the required Public Works License Number(s) is not inserted on the 'Signature Page'.

3.10 Disqualification of Bidders

Any of the following reasons may be considered as being sufficient for the disqualification of a bidder and the rejection of their bid or bids:

1. More than one bid, for the same work from an individual, partnership or corporation under the same name or a different name.
2. Evidence of collusion among bidders. Participants in such collusion will receive no recognition as bidders for any future work of the State until any such participant shall have been reinstated as a qualified bidder.
3. Bidder, or its principals or affiliates, is disbarred, suspended, or ineligible from federal contracting; see Idaho Code § 67-5730 (2) (f).

3.11 Surety Bond Requirements (Performance and Payment Bonds)

The lowest responsive, responsible bidder shall furnish a performance bond and a payment bond each in the amount of the contract.

Performance and Payment Bonds shall be submitted on the most current version of The American Institute of Architects (AIA) Document 312, signed by the bidder and their surety company. Power of Attorney for the person who executes the bond on behalf of the surety as Attorney-In-Fact must accompany the bid bond.

Guarantees submitted via any other obligation **WILL NOT** be accepted.

Please note: Bonding Surety must be registered and licensed with the Idaho Department of Insurance. Performance and Payment bonds will not be accepted if Surety is not registered and licensed in Idaho, and contract will not be executed by the Department. If contractor fails to file acceptable bonds within 15 calendar days after the contract has been received by the bidder, this failure may be deemed just cause for the cancellation of the award of contract and the forfeiture of the proposal guaranty which shall become the property of the state, not as a penalty, but in liquidation of damages sustained.

3.12 Consideration of Bid / Record of Public Bid Opening (ROPBO)

After the bids are opened and read, they will be compared on the basis of the summation of the products of the approximate quantities shown in the bid schedule by the unit bid prices. The results of such comparisons will be available at <http://itd.idaho.gov/business/> (click on the Solicitations – Non-Highway Projects tab). The right is reserved to reject any or all bids, to waive technicalities, to advertise for new bids, or to proceed to do the work otherwise, if, in the judgment of the Department, it is in the best interest of the State.

3.13 Execution / Award of the Contract

The award of contract, if it is awarded, will be made within 15 calendar days after the Intent to Award Notice letter has been mailed to the lowest responsive bidder whose bid complies with all requirements prescribed. However, the award may be deferred beyond 15 calendar days by mutual written agreement between the Department and the lowest responsive bidder.

The contract shall be signed by the lowest responsive responsible bidder and returned within 15 calendar days after the bidder has received the contract. If the contract is not executed by the State within 15 calendar days following receipt from the bidder of the signed contracts, the bidder shall have the right to withdraw their bid without penalty. No contract shall be considered as effective until it has been fully executed by all of the parties thereto.

3.14 Failure to Execute Contract

Failure to execute the contract, file acceptable bonds and submit acceptable evidence, if required by contract, of good faith efforts to obtain participation by disadvantaged businesses within 15 calendar days after the contract has been received by the bidder shall be just cause for the cancellation of the award of contract and the forfeiture of the proposal guaranty which shall become the property of the state, not as a penalty, but in liquidation of damages sustained. Award may then be made to the next lowest responsible bidder or the work may be re-advertised and constructed under contract or otherwise, as the state may decide.

3.15 Authority to Proceed

Authority to proceed will be given after the required submittals specified in the Special Provisions are received, and approved by the Engineer.

4 TERMS AND CONDITIONS

4.1 Contract Award

Contract Award will be ALL OR NONE based on the "TOTAL BID AMOUNT" on the Bid Schedule.

4.2 Payment Requirements

The Contractor will be paid in accordance with the bid schedule. Payments otherwise due may be withheld on account of substandard or defective work not remedied.

4.3 Changes

The Department reserves the right to revise the "Work Locations and Schedule" and to make other changes within the general Scope of Work as may be deemed necessary to best serve the interests of the Department. Changes in compensation, which may result from such revisions, shall be documented by formal Amendment to the contract and approved by the Contract Administrator.

4.4 Claims for Adjustment and Disputes

If the Contractor believes that additional compensation is due them for work or material not clearly covered in the contract, or not ordered as extra work, as defined herein, they shall prosecute their claim in the following manner.

Prior to doing the work on which they believe additional compensation is due them, the Contractor shall notify the District Engineer, in writing of their intent to file a claim. If such notification is not given, then the Contractor shall thereby waive their right to any claim for such additional compensation.

At a minimum, the detailed letter shall include a narration of events, citing of entitlement and a showing of the amount of compensation and/or adjustment of time believed due. Full documentation for all elements in the letter shall be included. The claim will be considered and a determination made. The District Engineer will notify the Contractor in writing of the decision.

The decision will be final and conclusive unless, within thirty (30) days from receipt of the District Engineer's letter, the Contractor submits an appeal in writing to the Purchasing Agent. All pertinent information, references, arguments and data to support the claim shall be included. The Purchasing Agent will review the claim and the Contractor will be notified by mail. This decision will be final and conclusive.

In connection with any appeal proceeding under this subsection, the Contractor will be afforded an opportunity to be heard and offer evidence in support of their claim at any level of review. Pending final decision of a dispute hereunder the Contractor shall proceed diligently with performance of the contract.

4.5 Force Majeure

Neither party shall be liable or deemed to be in default for any Force Majeure delay in shipment or performance occasioned by unforeseeable causes beyond the control and without the fault or negligence of the parties, including, but not restricted to, acts of God or the public enemy, fires, floods, epidemics, quarantine, strikes, freight embargoes, or unusually severe weather, provided that in all cases the Contractor shall notify the State promptly in writing of any cause for delay and the State concurs that the delay was beyond the control and without the fault or negligence of the Contractor. The period for the performance shall be extended for a period equivalent to the period of the Force Majeure delay. Matters of the Contractor's finances shall not be a Force Majeure.

4.6 Default and Termination of Contract

Should the Contractor neglect to prosecute the work properly, or fails to perform any provision of the contract, the Department, after seven (7) days from written notice to the Contractor, may without prejudice to any other remedy they may have, make good the deficiencies and may deduct the cost thereof from the payment then or thereafter due to the Contractor or, at its option, may terminate the contract and take possession of all materials, tools, fixtures and furnish the work by such means as the Department sees fit, and if the unpaid balance of the contract price exceeds the expense of finishing the work, such excess shall be paid to the Contractor, but if such expense exceeds such unpaid balance, the Contractor's surety shall pay the difference to the Department.

4.7 Termination for Convenience of the State

The performance of work under this contract may be terminated by the state in accordance with this subsection in whole, or from time to time in part, whenever it shall be determined that such termination is in the best interest of the state. Any such termination shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which performance of work under the contract is terminated, and the date upon which such termination becomes effective.

4.8 Appropriation by Legislature Required

The State is a government entity and this Agreement shall in no way or manner be construed so as to bind or obligate the State of Idaho beyond the term of any particular appropriation of funds by the State's Legislature as may exist from time to time. The State reserves the right to terminate this Agreement in whole or in part (or any order placed under it) if, in its sole judgment, the Legislature of the State of Idaho fails, neglects, or refuses to appropriate sufficient funds as may be required for the State to continue such payments, or requires any return or "give-back" of funds required for the State to continue payments, or if the Executive Branch mandates any cuts or holdbacks in spending. All affected future rights and liabilities of the parties hereto shall thereupon cease within ten (10) calendar days after notice to the Contractor. It is understood and agreed that the State's payments herein provided for shall be paid from Idaho State Legislative appropriations.

4.9 Indemnification

The Contractor shall indemnify, save harmless, and defend regardless of outcome, the State from the expenses of and against all suits, actions, claims, or costs, expenses, and attorney fees that may be incurred because of any injuries or damages received or sustained by any person, persons, or property on account of the operations of the Contractor or their subcontractors; or on account of or in consequence of any neglect in safeguarding the work; or through use of unacceptable materials in the work; or because of any act or omission, neglect, or misconduct of the Contractor or their subcontractors; or because of any claims or amounts recovered from any infringements of patent, trademark, or copyright; or from any claims or amounts arising or recovered under the Worker's Compensation Act or any other law, ordinance, order or decree.

4.10 Save Harmless

The Contractor shall exonerate, indemnify, and hold the Department harmless from and against and assume full responsibility for payment of all federal, state and local taxes or contributions imposed or required under unemployment insurance, social security, workman's compensation, and income tax laws with respect to the Contractor or the Contractor's employees engaged in the performance of this Agreement.

The Contractor will maintain Worker's Compensation Insurance as required by Idaho Code and will provide to the department a certificate of Idaho Worker's Compensation Insurance issued by a surety licensed to write Idaho Worker's Compensation in the State of Idaho, or an extraterritorial certificate approved by the Idaho

Industrial Commission from a State that has a current reciprocity agreement with the Idaho Industrial Commission. Failure to provide a Certificate of Workman's Compensation Insurance may result in a price adjustment to cover any cost to the Department of providing the necessary workman's compensation insurance. The Department will not assume liability as an employer.

The Contractor shall protect, indemnify, and save the Department harmless from and against any damage, cost, or liability including reasonable attorney's fees for any or all injuries to persons, property or claims for damages arising from any acts or omissions of the Contractor, its employees, or subcontractors.

It is agreed by and between the parties hereto that in no event shall any official, officer, employee or agent of the Department be in any way personally liable or responsible for any covenant or agreement herein contained whether expressed or implied, nor for any statement, representation or warranty made herein or in any connection with this Agreement.

4.11 Insurance requirements

Within fifteen (15) calendar days of notification of award (or such other time as designated by the Purchasing Activity), the apparent successful bidder must provide certificates of insurance required herein and must maintain the insurance during the life of the Contract. There are no provisions for exceptions to this requirement. Failure to provide the certificates of insurance within the fifteen (15) calendar day period may be cause for your bid to be declared non-responsive or for your contract to be cancelled.

The Contractor must carry liability and property damage insurance that will protect it and the State of Idaho 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.

The Contractor cannot 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 the State. All insurance policies and certificates must be signed copies. After work commences, the Contractor must keep in force all required insurance until the contract is terminated.

4.11.1 Commercial General and Umbrella Liability Insurance.

Contractor must maintain Commercial General Liability (CGL) and, if necessary, Commercial Umbrella insurance with a limit of not less than \$2,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it must apply separately to this Contract. For Comprehensive or Commercial General Liability insurance policy containing an aggregate limit, ensure a limit of at least \$4,000,000. The above limits may be met by policies having limits such as \$1,000,000 per occurrence, \$2,000,000 aggregate plus an umbrella policy of \$2,000,000.

CGL insurance must be written on ISO occurrence form CG 00 01 (or a substitute form providing equivalent coverage) and must 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).

4.11.2 Commercial Automobile and Commercial Umbrella Liability Insurance.

The Contractor must maintain Commercial Automobile Liability and, if necessary, Commercial Umbrella Liability insurance with a limit of not less than \$2,000,000 each accident. Such insurance must cover liability arising out of any auto (including owned, hired, and non-owned autos).

Bidders may request a waiver from providing Commercial Automobile and Commercial Umbrella Liability Insurance in its bid if the bidder will not use any owned, hired or non-owned vehicles to conduct business under the contract, if it is awarded the contract, and the State of Idaho 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, the State of Idaho may not consider the request.

4.11.3 Workers Compensation Insurance and Employer's Liability.

The Contractor must maintain workers compensation and employer's liability. The employer's liability must have limits not less than \$500,000 each accident for bodily insurance by accident or \$500,000 each employee for bodily injury by disease.

The 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.

4.11.4 State of Idaho as Additional Insured.

The liability insurance coverage required for performance of the Contract must include the State of Idaho, the (agency) and its divisions, officers and employees as additional insured, but only with respect to the Contractor's activities to be performed under this Contract.

The Contractor must provide proof of the State of Idaho, the (agency) and its divisions, officers and employees being additional insured by providing endorsements to the liability insurance policies showing the State of Idaho, the (agency) and its divisions, officers and employees as additional insured. The endorsements must also show the policy numbers and the policy effective dates.

If a liability insurance policy provides for automatically endorsing additional insured when required by contract, then, in that case, the Contractor must provide proof of the State of Idaho, the (agency) and its divisions, officers and employees being additional insured by providing copies of the policy pages that clearly identify the blanket endorsement.

4.11.5 Notice of Cancellation or Change.

The Contractor must 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 the ITD in accordance with the policy provisions.

4.11.6 Failure to Comply.

The Contractor must 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, will not affect the coverage(s) provided to the State of Idaho, and its divisions, officers and employees.

4.11.7 Acceptable Insurers and Deductibles.

Insurance coverage required under the Contract must be obtained from insurers rated A-VII or better in the latest Bests Rating Guide and in good standing and authorized to transact business in Idaho. The Contractor must be financially responsible for all deductibles, self-insured retention's and/or self-insurance included hereunder. The coverage provided by such policy will be primary to any coverage of the State on or related to the contract and must provide that the insurance afforded applies separately to each insured against whom a claim is made, except with respect to the limitation of liability.

4.11.8 Waiver of Subrogation.

All policies must contain waivers of subrogation. The Contractor waives all rights against the State 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 the State.

ATTACHMENT A- BID SCHEDULE

18-203 D2 PREVENTATIVE ROCKFALL SCALING CONTRACT 2018

Company Name of Bidder: _____

Contact Name/Phone: _____

Contact E-mail: _____

Prices below shall be fully burdened to include but not be limited to: labor, materials, wages, transportation, lodging, overhead, per-diem, etc.

No Apprentice Scalers are permitted on this contract. No payment will be made for additional personnel.

The following Estimated Quantities of work listed in the Bid Schedule are for bidding purposes only. The Unit Cost per item will be multiplied by the Estimated Quantity to determine the Total Amount Bid. The exception is Mobilization/ Demobilization which is Lump Sum. The lowest bidder's Unit Cost per item and their Mob/Demob Lump Sum will be used in the contract for the Pay Items. All of the items listed or noted in this ITB which are not specifically a bid item, are considered incidental to the bid items. No payment will be made for lost or damaged equipment. No payment will be made for per diem. The contract items will be paid for by the actual quantity worked not by lump sum (except Mob/Demob). Bid prices submitted for the following items will not be subject to change for the duration of the contract.

The Unit Cost, Extended Cost and Total Amount Bid must be filled in completely by the bidder in the following bid schedule.

All figures should be written in ink or typed. Penciled entries will not be accepted; bids will be considered irregular and rejected.

Provide your fully burdened Total Cost for providing the D2 PREVENTATIVE ROCKFALL SCALING specified in this solicitation:

BID SCHEDULE					
ITEM NO	PAY ITEM	UNIT	ESTIMATED QUANTITY	UNIT COST	EXTENDED COST
1	<i>Mobilization/Demobilization is to/from Lewiston, Idaho</i>	<i>Lump Sum</i>			
2	<i>Internal Mobilization</i>	<i>\$ / Mile</i>	100		

3	<i>High Wall Scaling Foreman</i>	Man Hour	80		
4	<i>High Wall Scaler</i>	Man Hour	160		
5	<i>Standby Time</i>	Hour	10		
6	<i>Compressor</i>	Per Day	14		
TOTAL AMOUNT BID					\$ _____

THIS ATTACHMENT MUST BE COMPLETED AND RETURNED WITH RESPONSE

ATTACHMENT B- AFFIDAVIT: DRUG FREE WORKPLACE PROGRAM

18-203 D2 PREVENTATIVE ROCKFALL SCALING CONTRACT 2018

STATE OF _____

COUNTY OF _____

The undersigned being duly sworn upon oath deposes and says that _____
(Contractor Name)

complies with the provisions of Section 72-1717 Idaho Code (Drug Free Workplace program); that

_____ provides a drug-free workplace program that complies with the
(Contractor Name)

provisions of Idaho Code, Title 72, Chapter 17 and will maintain such program throughout the life this contract

and that _____ will subcontract work only to
(Contractor Name)

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 _____, in the year _____.

Commission expires: _____

NOTARY PUBLIC, residing at

THIS ATTACHMENT MUST BE COMPLETED AND RETURNED WITH RESPONSE

ATTACHMENT C- SUBCONTRACTOR LICENSING

18-203 D2 PREVENTATIVE ROCKFALL SCALING CONTRACT 2018

Provide the names, addresses, public works contractor license numbers, and contract amounts of the Contractor or Subcontractor(s) who will do the plumbing, electrical, or HVAC work under the contract.

A. **Plumbing work by:** _____ *residing at:*
_____, *whose Idaho Public Works Contractors License No. is:* _____,

whose State Plumbing Bureau License No. is: _____. *Amount: \$*_____

B. **Electrical work by:** _____ *residing at:*
_____, *whose Idaho Public Works Contractors License No. is:* _____,

whose State Electrical Bureau License No. is: _____. *Amount: \$*_____

C. **HVAC work by:** _____ *residing at:*
_____, *whose Idaho Public Works Contractors License No. is:* _____,

whose HVAC License No. is: _____. *Amount: \$*_____

THIS ATTACHMENT MUST BE COMPLETED AND RETURNED WITH RESPONSE IF SUBCONTRACTING

ATTACHMENT D- SIGNATURE PAGE



Idaho Transportation Department
TODD SORENSEN, PROJECT COORDINATOR
PO BOX 7129
3311 W STATE STREET
BOISE, IDAHO 83707-7129

SIGNATURE PAGE for Use with a Submitted ITB Response

Bids and pricing information must be typewritten or handwritten in ink. Originals and copies of the bid must be submitted in accordance with the solicitation documents. Submitted bids must include this signature page with the ORIGINAL signature (ink or electronic digital I.D.) of an individual authorized to bind of the submitting bidder.

NO LIABILITY WILL BE ASSUMED BY THE IDAHO TRANSPORTATION DEPARTMENT FOR A BIDDER'S FAILURE TO OBTAIN THE TERMS AND CONDITIONS AND ANY PROPERLY ISSUED SOLICITATION ADDENDUMS IN A TIMELY MANNER FOR USE IN THE BIDDER'S RESPONSE TO THIS SOLICITATION OR ANY OTHER FAILURE BY THE BIDDER TO CONSIDER THE TERMS, CONDITIONS, AND ANY ADDENDUMS IN THE BIDDER'S RESPONSE TO THE SOLICITATION.

Send your sealed bid package to: Idaho Transportation Department

ATTN: TODD SORENSEN, PROJECT COORDINATOR
PO Box 7129
BOISE, IDAHO 83707-7129

OR

FedEx, UPS, or other Couriers:

Idaho Transportation Department
ATTN: TODD SORENSEN, PROJECT COORDINATOR
3311 W STATE STREET
BOISE, IDAHO 83707-7129

This ITB or IBR response is submitted in accordance with all documents and provisions of the specified Bid Number and Title detailed below. By my signature below I accept the terms, conditions, and requirements contained in the solicitation in effect at the time this ITB or IBR was issued, as incorporated by reference into this solicitation. As the undersigned I certify I am authorized to sign and submit this response for the named bidder. I further acknowledge I am responsible for reviewing and acknowledging any addendums that have been issued for this solicitation.

Bid Number: 18-203 Bid Title: D2 PREVENTATIVE ROCKFALL SCALING CONTRACT 2018

Bidder (Company Name): _____

ADDRESS: _____

CITY, ST, ZIP: _____

PHONE: _____ FAX: _____ EMAIL: _____

PUBLIC WORKS LICENSE NO: _____ FEIN: _____

THIS SIGNATURE PAGE MUST BE SIGNED WITH AN ORIGINAL HANDWRITTEN SIGNATURE (PREFERABLY IN BLUE INK) OR AN ELECTRONIC DIGITAL I.D., AND RETURNED WITH YOUR BID FOR YOUR BID TO BE CONSIDERED.

Original Signature (in ink or electronic digital I.D.)

Date

Printed Name

Title