



**Informal Bid Request (IBR) F000162**

**Light Construction Services**

**IDAHO TRANSPORTATION DEPARTMENT**

Date of Issuance: 12/16/2016

## TABLE OF CONTENTS

<b>ADMINISTRATIVE INFORMATION.....</b>	<b>1</b>
<b>1 PURPOSE .....</b>	<b>2</b>
<b>2 GENERAL INFORMATION, SOLICITATION INSTRUCTIONS AND STANDARD TERMS AND CONDITIONS .....</b>	<b>2</b>
<b>3 INQUIRIES.....</b>	<b>2</b>
<b>4 SUBMISSION REQUIREMENTS.....</b>	<b>3</b>
4.1 REQUIRED BID SUBMISSION ITEMS .....	3
4.2 BID SUBMISSION METHODS.....	3
<b>5 AWARD.....</b>	<b>3</b>
<b>6 BACKGROUND .....</b>	<b>3</b>
<b>7 SITE EXAMINATION .....</b>	<b>3</b>
<b>8 SCOPE OF WORK.....</b>	<b>4</b>
8.1 WORKSITE CLEANUP .....	5
8.2 WORK NOT NOTED, DETAILED, OR SPECIFIED .....	5
<b>9 PROJECT ESTIMATES .....</b>	<b>5</b>
<b>10 NON-EMERGENCY WORK .....</b>	<b>5</b>
<b>11 EMPLOYEES .....</b>	<b>5</b>
<b>12 RESPONSE TIME.....</b>	<b>5</b>
<b>13 MATERIALS .....</b>	<b>6</b>
<b>14 LOCATIONS .....</b>	<b>6</b>
<b>15 DIMENSIONS AND MEASUREMENTS.....</b>	<b>6</b>
<b>16 GUARANTEE .....</b>	<b>6</b>
<b>17 WARRANTIES, GUARANTEES, AND INSTRUCTION SHEETS.....</b>	<b>6</b>
<b>18 PERMITS .....</b>	<b>6</b>
<b>19 CLEANING UP BUILDING .....</b>	<b>6</b>
<b>20 PROTECTION.....</b>	<b>7</b>
<b>21 CODES.....</b>	<b>7</b>
<b>22 ITD USE OF BUILDING .....</b>	<b>7</b>
<b>23 UTILITIES.....</b>	<b>7</b>
<b>24 WORKING HOURS.....</b>	<b>7</b>
<b>25 SAFETY AND PROTECTION .....</b>	<b>7</b>
<b>26 SUBCONTRACTORS .....</b>	<b>8</b>
<b>27 ADDITIONAL CONTRACTOR RESPONSIBILITIES.....</b>	<b>8</b>
<b>28 ITD RESPONSIBILITIES .....</b>	<b>8</b>
<b>29 WORK REQUIREMENTS.....</b>	<b>9</b>
<b>30 PRIOR APPROVAL .....</b>	<b>9</b>
<b>31 TRAFFIC CONTROL .....</b>	<b>9</b>
<b>32 BASIS OF PAYMENT .....</b>	<b>9</b>
<b>33 CONTRACT MANAGER &amp; ADMINISTRATOR.....</b>	<b>9</b>
<b>34 WORK NOT NOTED, DETAILED, OR SPECIFIED .....</b>	<b>9</b>
<b>35 LOCATION.....</b>	<b>10</b>
<b>36 QUANTITY.....</b>	<b>10</b>
<b>37 COST .....</b>	<b>10</b>
<b>38 ACCEPTANCE .....</b>	<b>10</b>
<b>39 PAYMENT &amp; BILLING.....</b>	<b>10</b>

40	CONTRACT MONITORING .....	10
41	DRUG-FREE WORKPLACE PROGRAM .....	10
42	SURETY BOND REQUIREMENT .....	10
43	LICENSING OF CONTRACTORS.....	11
44	COMPLIANCE WITH .....	11
44.1	ITD POLICY COMPLIANCE .....	11
45	PRICE ADJUSTMENT CLAUSE.....	12
46	RECORDS MAINTENANCE .....	12
47	AUDIT RIGHTS.....	12
48	INSURANCE REQUIREMENTS .....	12
	ATTACHMENT A – BID SCHEDULE.....	I
	ATTACHMENT B – AFFIDAVIT DRUG FREE WORKPLACE PROGRAM.....	III
	ATTACHMENT C – SIGNATURE PAGE .....	IV
	ATTACHMENT E – LOCATION ADDRESSES .....	V

## ADMINISTRATIVE INFORMATION

IBR Title:	Light Construction Services
IBR Project Description:	Light Construction Services
IBR Lead:	Denise Cooley, Buyer-CPPB Agency: Idaho Transportation Department Address: 206 N Yellowstone PO Box 97 Rigby, ID 83442 E-mail: denise.cooley@itd.idaho.gov Phone: 208 745 5652
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 206 N Yellowstone Rigby, ID 83442  Address for US Mail PO Box 97 Rigby, ID 83442
Deadline To Receive Questions:	5:00 p.m. Mountain Time on December 29, 2017
IBR Closing Date:	5:00 p.m. Mountain Time on January 19, 2017
IBR Opening Date:	10:30 a.m. Mountain Time on January 20, 2017
Initial Term of Contract and Renewals (service completion):	The initial term of the contract will be one (1) year(s), with the option to renew for three (3) additional periods of one (1) year(s) each.

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## 1 PURPOSE

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The Idaho Transportation Department (ITD) is requesting bids from qualified bidders for light construction services in accordance with the specifications contained herein.

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## 2 GENERAL INFORMATION, SOLICITATION INSTRUCTIONS AND STANDARD TERMS AND CONDITIONS

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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 IBR must be in writing. In the event that it becomes necessary to revise any part of this IBR, 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 IBR will not be relied upon. All changes to this IBR must be in writing and posted at 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 <http://itd.idaho.gov/wp-content/uploads/ITD-BSM-Solicitation-Terms-and-Conditions-July-2015.pdf>; or copies obtained by contacting the solicitation's lead (see **Section 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.

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## 3 INQUIRIES

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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).

IBR Lead: Denise Cooley, Buyer-CPPB  
Phone: 208 745 5652  
Fax: 208 745 6981  
E-mail: [denise.cooley@itd.idaho.gov](mailto:denise.cooley@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 IBR, 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.**

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## **4 SUBMISSION REQUIREMENTS**

### **4.1 Required Bid Submission Items**

Your bid submission must consist of the following:

- 4.1.1 Bid Schedule (Attachment A)
- 4.1.2 Affidavit: Drug Free Workplace Program (Attachment B)
- 4.1.3 Signature Page (Attachment C)

### **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 IBR Administrative Information Page. The official time, for bid closing purposes, is ITD's time clock. Alternate bids will not be allowed.

#### 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: Denise Cooley, Buyer-CPPB, Idaho Transportation Department  
Bidder Name: (Company Name)  
IBR Number: F000162  
IBR Title: Light Construction Service  
IBR Closing Date: January 19, 2017

Bidders must provide one (1) original copy of their bid.

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## **5 AWARD**

Award will be made by line item, groups of line items, or all line items, to the responsive, responsible bidder based on the extended price, as provided on **Attachment A**, Bid Schedule.

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## **6 BACKGROUND**

ITD District 6 currently has 14 administrative and non-administrative facilities located in Idaho Falls, Sugar City, Ashton, Island Park, Dubois, Mud Lake, Driggs, Irwin, Arco, Mackay, and Challis, along with the Clark Hill Rest Area, Dubois Rest Area, Big Lost River Rest Area and the Sage Junction Port of Entry. Other buildings may be added at the discretion of ITD.

ITD currently has maintenance contracts in place for HVAC, electrical, and plumbing. HVAC, electrical, and plumbing services will not be a requirement of this contract.

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## **7 SITE EXAMINATION**

The Contractor is encouraged to visit the site(s) and become fully acquainted and familiar with conditions as they exist and the operations to be carried out. The Contractor must make such

investigations as they may see fit so that they may fully understand the facilities, difficulties and restrictions to be encountered when executing the work.

The failure or omission of the Contractor to receive or examine the solicitation document or any part of the specifications, or to visit the site(s) and acquaint themselves as to the nature and location of the work, the general and local conditions and all matters which may in any way affect performance must not relieve the Contractor of any obligation to perform as specified herein. Contractor understands the intent and purpose hereof and its obligations hereunder and that it must not make any claim for, or have any right to damages resulting from any misunderstanding or misinterpretation of the resulting agreement, or because of any lack of information.

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## 8 SCOPE OF WORK

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The Contractor must provide all labor, materials and equipment necessary to perform, but not limited to, light construction services, facility maintenance and repair, minor demolition, renovations, small building construction, rough and finish carpentry, light steel construction, concrete work, drywall hanging and taping, painting, suspended acoustical ceilings, and window and door replacement and/or repair. Additional work may also be performed on the exterior and/or interior of buildings. ITD will reimburse the Contractor at cost plus a percentage (%) markup indicated on **Attachment A-Bid Schedule** for parts and any rental equipment needed for repairs. Itemized receipts must be submitted with every invoice.

All work must be performed according to the standards of all codes as adopted by the State of Idaho and to the complete satisfaction of ITD that the facility repairs and maintenance is completed. The Contractor will be responsible for any applicable fees associated with work requiring a local permit or inspection. The Contractor must be responsible for advising ITD when a permit or inspection is needed. The Contractor must schedule any needed inspections.

All work must be scheduled at the convenience of ITD as not to interfere with ITD's conduct of business. Man hours under this contract must be only for productive hours at the job site. Time spent for transportation of workers, material acquisition, handling and delivery, or for movement of Contractor owned or rental equipment is not chargeable directly but is overhead and the cost must be included in the hourly rate bid for basic labor. The hourly rate charged for any work performed after regular business hours of 8:00 am to 5:00 pm Monday through Friday, on weekends or holidays must not exceed 1.5 times the basic hourly labor rate for the individual performing the service.

Contractor must not subcontract any portion of the electrical work required under this contract without written express consent from ITD.

All work must be done in a safe manner and comply with all governing regulations concerning safety. This must include, but not limited to OSHA (Occupational Safety and Health Administration) <https://www.osha.gov/>. Adequate barricades must be erected and maintained around all areas where equipment and materials are stored and used. All work being performed for and/or on state property must fully conform to all local, state and federal safety regulations.

ITD will not assume any responsibility for vandalism and/or theft of materials, tools and/or equipment. The Contractor must obtain the permission of the ITD Contract Manager regarding any needed storage of materials and equipment. Such storage must be done in such a manner as not to interfere with the schedule for that building. ITD will not accept responsibility for losses of material or equipment regardless of approval to store in any of the ITD's facilities or grounds.

All work areas must be kept in orderly condition, free of unnecessary material and equipment.

All debris will be picked up and hauled away by the Contractor. No additional charge for hauling away debris will be permitted under the contract.

#### 8.1 Worksite Cleanup

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

#### 8.2 Work not noted, detailed, or specified

All work required for complete installation or assembly must be included in the bid. Where minor portions of required work are not noted, detailed, or specified, such work must be done in accordance with proven construction practice or accepted industry standards at no additional cost to ITD. The Contractor will be held responsible for verification of existing job conditions prior to bid; no additional cost will be awarded to the Contractor for failure to verify existing field conditions. Discrepancies or questions arising between actual field conditions and contract documents must be submitted in accordance with **Section 3**, Inquiries.

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### 9 PROJECT ESTIMATES

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Contractor must provide written "not to exceed" estimates on all projects except for emergencies.

This estimate must include the estimated number of hours, contract hourly rate, number and type of employees required, estimated material cost and project completion in number of days. Contractor must respond to requests for estimates for non-emergency work within two (2) days and provide written estimates within five (5) days of first contact by ITD. It will be the Contractor's responsibility to ensure they have all information to prepare accurate estimates. ITD will not be required to pay for the cost of preparing estimates for projects.

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### 10 NON-EMERGENCY WORK

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Work must only be performed with the ITD's written authorization by issuance of a purchase order from the Contract Manager. Actual work must not exceed the Contractor's estimate without prior written authorization by the Contract Manager.

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### 11 EMPLOYEES

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If any person employed on a project by the Contractor appears to the ITD to be incompetent or act in a disorderly or improper manner, such person must be removed immediately on the request of ITD, and must not be re-employed on the same project except on written consent of ITD.

All employees of the Contractor must be in a company uniform that clearly identifies the name of the company and the name of the employee. The uniforms must be clean and neat in appearance.

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### 12 RESPONSE TIME

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Non-emergency projects: Contractor must provide ITD with a contact person's name and telephone number for normal working hours, 8:00 am to 5:00 pm, Monday through Friday. If the contact information is different for after hours and weekends, Contractor must provide this information as well. Answering machines are unacceptable as a point of contact.



Contractor must be able to start all non-emergency projects within five (5) working days after notification from the ITD. The Contractor must complete each non-emergency job within the time specified in the project estimate.

Emergency projects: For the purpose of this quote, an emergency is defined as any condition(s) which is a threat to health, welfare or the safety of people and/or property or a condition that will affect an essential service(s) as determined by the Contract Manager. Contractor must respond to requests for emergency service calls within two (2) hours after notification. For emergency calls, outside normal working hours (evenings, weekends and/or holidays), the Contractor must provide a contact person's name and telephone number or have a voicemail paging or answering service. Contractors using a voice mail paging or answering service in lieu of a contact person must be required to initiate a call back to ITD within 15-25 minutes.

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### **13 MATERIALS**

All equipment or parts must be new and of commercial grade. Materials and parts will be paid at Contractor's invoice cost, plus the percentage markup quoted on **Attachment A - Bid Schedule**. Shipping costs and sales tax will be paid at the Contractor's invoice cost without any markup. A copy of all invoices must be submitted with billings for any items exceeding \$500.00.

The Contractor may be asked to provide invoices for any item at the discretion of ITD.

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### **14 LOCATIONS**

See **Attachment E-Locations**

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### **15 DIMENSIONS AND MEASUREMENTS**

The Contractor must field verify all dimensions pertaining to the work and will be responsible for the determination of all quantities of materials required for the work and for the accuracy of all dimensions of materials and items fabricated for projects.

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### **16 GUARANTEE**

Excepting where certain portions of the work call for a longer period all work must be guaranteed for a minimum period of one year after the date of final acceptance. During the guarantee period, any repairs or replacements required because of defective workmanship or material will be at the Contractor's expense.

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### **17 WARRANTIES, GUARANTEES, AND INSTRUCTION SHEETS**

Two (2) copies of the manufacturer's warranties, guarantees, instructions sheets, and parts list for all Contractors' furnished materials must be turned over to ITD upon completion of any projects.

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### **18 PERMITS**

The Contractor must obtain and pay for all other licenses and permits. The Contractor must comply, without additional expense to the State, with all State, ITD and Municipal building ordinances and regulations insofar as the same are binding upon the State.

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### **19 CLEANING UP BUILDING**

In addition to removal of rubbish and leaving the building rooms clean, the Contractor must remove stains, spots, marks and dirt from decorated surfaces, clean hardware, remove paint spots and smears

from all surfaces, and clean fixtures, clean all glass and replace any broken glass which occurred as a result of the Contractor's work.

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## **20 PROTECTION**

The Contractor must, at all times, protect State property from damage. The Contractor must remove and replace with new work any work or property damaged by failure to provide protection. Replacement of damaged work will be at no additional cost to ITD.

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## **21 CODES**

The Contractor must submit its service quote for each project in accordance with the plans and specifications for that project. If plans and specifications do not comply with any codes having jurisdiction in that particular place or construction, the Contractor must submit alternate prices on any changes necessary to comply with such codes. If such alternates are not stated in the service quote, it must be assumed that Contractor's base service quote includes, to the best of his knowledge and experience, all work necessary to comply with such codes.

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## **22 ITD USE OF BUILDING**

ITD reserves the right to occupy and/or use the building or portions thereof, including portions during the repair and maintenance period and prior to final acceptance. Such occupancy and/or use will not constitute acceptance of the Work or any part thereof. The Contractor must take special care to insure that no unnecessary disruptions or normal routines will occur at the project work site. Access to and egress from buildings, grounds, services areas, drives, and streets must be maintained at all times. Temporary disruptions of building services, equipment, etc. must be scheduled with ITD. Normal functions must be restored as quickly as possible.

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## **23 UTILITIES**

Contractor is responsible for location of all underground and overhead utilities prior to the start of any project work.

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## **24 WORKING HOURS**

The Contractor will only be permitted access to ITD facilities (excluding rest areas) between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, except on holidays observed by ITD when the Contractor will not have access.

ITD Rest Areas are open to the public 7 days per week, 24 hours per day. The Contractor is required to contact contract manager or administrator for access to the secured mechanical rooms of the rest areas.

Occasional exceptions to the above hours of access will be considered by the Contract Manager, upon prior written request by the Contractor.

If it becomes necessary for the Contractor to perform work during ITD non-working hours or on weekends or holidays, a list of the Contractor's employees who are scheduled to work must be given to the contact contract manager or administrator. The Contractor's employees must have proper identification in their possession. The above procedure will insure proper ingress and egress at any facility which the Contractor is required to work.

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## **25 SAFETY AND PROTECTION**

The Contractor must be solely and completely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. The Contractor is solely responsible for the training of all of its employees (and subcontractors) on all safety issues as required by OSHA regulations for the project. <https://www.osha.gov/>. The Contractor must take all necessary precautions for the safety of, and must provide the necessary protection to prevent injury to, all employees on the work site and other persons including but not limited to, the general public who may be affected thereby. All work is to be done as required by OSHA.

The Contractor will be responsible for providing and for the placement of barricades, tarps, plastic, flag tape and other safety/traffic control equipment required to protect the public, surrounding areas, equipment and vehicles.

The Contractor will ensure that the flow of vehicular traffic be impeded as little as possible during the project. The safety of the public is of prime concern to ITD and all costs associated are the responsibility of the Contractor.

ITD does not assume any responsibility for the protection of or for loss of materials from the time that the contract operations have commenced until the final acceptance of the work by ITD.

The Contractor must ensure that its employees observe and exercise all necessary caution and discretion so as to avoid injury to person or damage to property of any and all kinds.

All buildings, appurtenances and furnishings must be protected by the Contractor from damage, which might be done or caused by work performed under this contract. Such damages to the foregoing must be repaired and/or replaced by approved methods so as to restore the damaged areas to their original condition at the sole expense of the Contractor.

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## **26 SUBCONTRACTORS**

The Contractor cannot sublet, sell, transfer, assign, or otherwise dispose of the contract or any portion of the contract, or the right, title, or interest in the contract without the ITD's written consent. If ITD consents to subletting a portion of the work, the Contractor must use its own organization to perform work amounting to at least thirty percent (30%) of the original contract amount.

The Contractor will be required to complete, sign and submit a WH-5 Public Works Contract Report, naming all subcontractors, and the amount of the subcontract, when the Contractor uses a subcontractor during the contract period. All subcontractors must possess an Idaho Public Works License, and their subcontract amount must qualify within the Bid Limit of their license.

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## **27 ADDITIONAL CONTRACTOR RESPONSIBILITIES**

The Contractor will have ten (10) working days to make the repairs. It is anticipated that work will be performed during normal working hours; overtime work will not be authorized.

Inspection forms must be completed in their entirety and submitted with the Contractor's monthly invoice(s); include date work was performed, description of repair made, and the name of each employee performing the repair.

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## **28 ITD RESPONSIBILITIES**

ITD will supply the Contractor with appropriate forms to be used for inspection documentation.

ITD will submit 'Purchase Orders' to the Contractor via e-mail.

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**29 WORK REQUIREMENTS**

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Work must be completed within ten (10) working days. ITD must be notified in writing or by e-mail of any work that cannot be completed, within the time frame specified, because of parts or other unforeseen difficulties.

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**30 PRIOR APPROVAL**

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Contractor must request prior approval before purchasing repair parts exceeding \$500 per 'on call' work request.

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**31 TRAFFIC CONTROL**

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When working in the road way right of way, the Contractor must use appropriate traffic control at all times in accordance with the Manual on Uniform Traffic Control Devices (MUTCD).[http://mutcd.fhwa.dot.gov/ser-shs\\_millennium\\_eng.htm](http://mutcd.fhwa.dot.gov/ser-shs_millennium_eng.htm) The Contractor must provide flaggers who are certified through ATSSA <http://www.atssa.com/> of Evergreen. Flagging cards are required on the flagging person while flagging. Matching shirts, vests, and hard hats must be per MUTCD requirements. Supervisor setting up traffic control must have knowledge of MUTCD Part #6 (Temporary Traffic Control) and set up traffic control accordingly.

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**32 BASIS OF PAYMENT**

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Pay Item(s)*	Pay Unit
Laborer - Regular time	hour
Laborer- Overtime	hour
Materials	each
Mileage	mile

*\*Regular labor rates are for Monday through Friday. Rates for laborers must be fully burdened. Travel or stand by time will not be paid. All hand and power tools are considered incidental to the price bid for labor.*

*\*Mileage rates are calculated from the starting point of ITD D6 Head Quarters located at 206 N Yellowstone, Rigby ID. 83442*

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**33 CONTRACT MANAGER & ADMINISTRATOR**

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The contract manager and administrator contact information will be provided to the Contractor after contract award.

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**34 WORK NOT NOTED, DETAILED, OR SPECIFIED**

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All work required for complete installation or assembly must be included in the bid. Where minor portions of required work are not noted, detailed, or specified, such work must be done in accordance with proven construction practice or accepted industry standards at no additional cost to ITD. The Contractor will be held responsible for verification of existing job conditions prior to bid; no additional cost will be awarded to the Contractor for failure to verify existing field conditions. Discrepancies or questions arising between actual field conditions and contract documents must be submitted in accordance with **Section 3**, Inquiries.

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**35 LOCATION**

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See **Attachment –E**, Locations

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**36 QUANTITY**

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The estimated annual labor hours, mileage, and material costs, are estimated and for bid evaluation only.

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**37 COST**

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

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**38 ACCEPTANCE**

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The Contractors performance will be accepted after the ITD contract manager or administrator determines that the contractors obligations are in accordance with the specific contract terms.

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**39 PAYMENT & BILLING**

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The Contractor must submit invoices to the ITD 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:

[D6accounts payable@itd.idaho.go](mailto:D6accounts payable@itd.idaho.go)

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**40 CONTRACT MONITORING**

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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.

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**41 DRUG-FREE WORKPLACE PROGRAM**

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Bidders must submit an affidavit (see **Attachment - B**), certifying compliance with Section 72-1717, Idaho Code, requiring the Contractor and its subcontractors at the time of bid to provide a drug-free workplace program and to maintain such program throughout the duration of the Contract.

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**42 SURETY BOND REQUIREMENT**

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The apparent successful bidder must furnish a performance bond and a payment bond each in the amount of the contract, within fifteen (15) calendar days upon receipt of the contract from ITD.

Performance and Payment Bonds must 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 bonds.

Guarantees submitted via any other obligation will NOT be accepted.

The Bonding Surety must be registered and licensed with the Idaho Department of Insurance. Performance and Payment bonds will not be accepted if the Surety is not registered and licensed in Idaho, and the contract will not be executed by ITD.

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### **43 LICENSING OF CONTRACTORS**

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The Contractor, and any subcontractors, must possess the appropriate public works contractor license in accordance with Title 54, Chapter 19, Idaho Code, as amended. [https://dbs.idaho.gov/licenses/pw\\_lic.html](https://dbs.idaho.gov/licenses/pw_lic.html)

The Contractor must possess the license by the date and time of bid submission.

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### **44 COMPLIANCE WITH**

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2012 ITD Standard Specifications for Highway Construction

The 2012 ITD Standard Specification for Highway Construction and the most current Quality Assurance Manual are incorporated by reference where applicable to this solicitation.

The 2012 ITD Standard Specification for Highway Construction is available for \$30.00 plus tax. Contact ITD at 334-8430 to purchase, or visit: <http://itd.idaho.gov/manuals/ManualsOnline.htm>, to download both the 2012 ITD Standard Specification for Highway Construction and the Quality Assurance Manual.

#### **44.1 ITD Policy Compliance**

The following ITD policies apply 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 provided

at: <http://itd.idaho.gov/AdminServices/NonHwyConstructionProjects/PDFS/ITD%20Policy%20Compliance%20Dec%202015.pdf>, 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.

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#### **45 PRICE ADJUSTMENT CLAUSE**

Prices must be firm against any increase and decrease for one (1) year from effective date of the Contract. A price adjustment will be considered for each Contract renewal period thereafter. If a price increase is requested, the Contractor must notify ITD's Contract Manager at least ninety (90) calendar days in advance and provide supporting documentation of industry wide increases. Increases will be limited to the actual cost increase to the Contractor.

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#### **46 RECORDS MAINTENANCE**

The Contractor must maintain or supervise the maintenance of all records necessary to properly account for all payments made to the Contractor pursuant to the Contract. These records must be retained by the Contractor for at least three (3) years after the Contract terminates, or until all audits initiated within the three (3) years have been completed, whichever is later.

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#### **47 AUDIT RIGHTS**

The Contractor agrees to allow State and Federal auditors and ITD purchasing staff access to all the records relating to this Contract, for audit, inspection, and monitoring of services or performance. Such access will be during normal business hours or by appointment.

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#### **48 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.

1.1 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 \$1,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it must apply separately to this Contract.

1.1.1 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).

1.2 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 \$1,000,000 each accident. Such insurance must cover liability arising out of any auto (including owned, hired, and non-owned autos).

1.2.1 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.

1.3 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.

1.3.1 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.

1.4 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.

1.4.1 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.

1.4.2 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.

1.5 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.

1.6 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.

1.7 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.

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**  
**IBR F000162**  
**ITD District 6 Light Construction Services**

Contractor (Company Name): \_\_\_\_\_

Contact Name/Phone: \_\_\_\_\_

Contact E-mail: \_\_\_\_\_

Provide your fully burdened Total Bid Amount for ITD District 6 Light Construction Services, meeting the specifications outlined in this solicitation.

The Term of this contract will be for a period of one (1) year with the option to renew for three (3) additional one (1) year periods upon mutual agreement between Contractor and ITD.

All Figures Below Must Be Written In Blue Ink or Typed. Bids Figures Written in Pencil Will Be Considered Irregular and not considered for award.

**NOTE: Overtime rate(s) must be in compliance with the US Department of Labor.**  
[http://www.dol.gov/whd/overtime\\_pay.htm](http://www.dol.gov/whd/overtime_pay.htm)

**\*Regular business hours worked are defined** to be ALL hours worked between 8:00 AM and 5:00 PM, Monday through Friday. No travel time labor charges will be allowed.

Hourly [REGULAR] Rate for Labor (Rate will begin upon <b>arrival</b> at jobsite)			
Laborer	\$ _____	X 120 HOURS*	A) \$ _____

**\*\*Overtime, other than** regular hours worked, are defined as all other hours not considered regular work hours. This includes weekends and holidays. No travel time labor charges will be allowed.

Hourly [OVER TIME] Rate for Labor (Rate will begin upon <b>arrival</b> at jobsite)			
Laborer	\$ _____	X 30 HOURS*	B) \$ _____

Overtime hours require pre-approval by ITD Contract Manager. **ITD will not be responsible for paying overtime rates if not pre-approved. At the discretion of ITD,** the Contractor may be requested to provide time cards for any work performed.

Mileage

Mileage reimbursement will be in accordance with Federal most current reimbursement rates. IRS Source <https://www.irs.gov/uac/newsroom/2016-standard-mileage-rates-for-business-medical-and-moving-announced>

Mileage rates must be for the Contractor’s ‘work’ vehicle used for light construction service. Mileage fees must be calculated with the starting point at the ITD District 6 Main facility located at 206 North Yellowstone Highway, Rigby, ID 83442. Mileage will not be computed from the Contractor’s normal place of business to the jobsite and return.

.54 cents per mile x 2500 miles = C) **\$1,350.00**

**Material Cost:**

Material and parts will be paid at Contractor's invoice cost plus the following percentage markup. Shipping costs and sales tax will be paid at Contractor's invoice cost *without* any markup. A copy of all invoices must be submitted with billings for any item exceeding \$ 100.00. The Contractor may be requested to provide invoices for any items at the discretion of ITD.

**Example: (1 + .15%) X \$20,000 = \$23,000**

<b>Contractors Cost (1) Plus _____ Percent</b>	<b>X \$20,000.00</b>	<b>D) \$ _____</b>
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**(T) = Total Bid Amount A + B + C+ D = T \_\_\_\_\_**

\*The annual labor hours, mileage, and material costs, rates are estimated and for bid evaluation only. The actual hours worked, mileage, and material costs used in a one year period may vary.

ITD reserves the right to supply parts or material for a project if it is determined to be in the best interest of ITD. If ITD exercises the right to supply parts or materials, State of Idaho Use Tax will apply. <https://tax.idaho.gov/i-1023.cfm#sub1> ITD further reserves the right to competitively quote or bid services if deemed to be in the best interest of ITD.

ITD agrees to reimburse the Contractor for subcontractor work at subcontractor invoice cost plus 10 percent (10%). Copies ***of all Subcontractor invoices are required.***

**SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_**

\*See **Section 12**, Response. If awarded the contract, will you meet the response time requirements?

YES \_\_\_\_\_

\*NO \_\_\_\_\_

\*A 'NO' response may disqualify you from consideration for award. If a longer delivery time is required, please provide an explanation:

\_\_\_\_\_

This Bid Schedule must be submitted with all quotes, whether the submission is manual or electronic through

**THIS ATTACHMENT MUST BE COMPLETED AND RETURNED WITH RESPONSE**

**ATTACHMENT B – AFFIDAVIT DRUG FREE WORKPLACE PROGRAM**

IBR F000162 Light Construction Services

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 – SIGNATURE PAGE**

Idaho Transportation Department  
District 6 Supply Services  
206 N Yellowstone  
PO Box 97  
Rigby, ID 83442

SIGNATURE PAGE for Use with a Manually Submitted Request for Quotation (RFQ) Response

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

Mail your quotation package to: Idaho Transportation  
Department ATTN: Denise  
Cooley  
PO Box 97  
Rigby, ID 83442

FedEx, UPS, or other Couriers: Idaho Transportation  
Department ATTN: Denise  
Cooley  
206 N Yellowstone  
Rigby, ID 83442

**OR**

Email or Fax: ATTN: Denise Cooley  
E-mail:denise.cooley@itd.idaho.gov Fax:  
208 745 6981

This RFQ response is submitted in accordance with all documents and provisions of the specified RFQ Number and Title provided below. By my signature I accept the terms, conditions, and requirements contained in the solicitation, including but not limited to, the STATE OF IDAHO STANDARD CONTRACT TERMS AND CONDITIONS and the SOLICITATION INSTRUCTIONS TO CONTRACTORS in effect at the time this RFQ was issued, as incorporated by reference into this solicitation; as well as any SPECIAL TERMS AND CONDITIONS incorporated in the solicitation documents (e.g. Software, Telecommunications, Banking, etc.). As the undersigned I certify I am authorized to sign and submit this response for the named Contractor. I further acknowledge I am responsible for reviewing and acknowledging any addendums that have been issued for this solicitation.

RFQ Number:F000161

RFQ Title: ITD District 6 Electrical Repair and Maintenance

Bidder (Company Name): \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY, ST, ZIP: \_\_\_\_\_

PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_ EMAIL: \_\_\_\_\_

IDAHO PUBLIC WORKS LICENSE NO: \_\_\_\_\_

**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

## ATTACHMENT E – LOCATION ADDRESSES

LOCATIONS	
Arco 2763 US Hwy 20/26 Arco, ID 83213	Irwin Hwy 26 MP 380 Irwin, ID 83428
Idaho Falls 1540 Foote Dr. Idaho Falls, ID 83401	Island Park 4395 Library Rd. Island Park, ID 83429
Ashton 1380 US 20 Ashton, ID 83420	Leadore SH 28 Leadore, ID 83464
Challis 1510 N US 93 Hwy Challis, ID 83226	Mackay Hwy 93 Mackay, ID 83251
Driggs 157 N Hwy 33 Driggs, ID 83422	Mudlake SH 33 Mudlake, ID 83450
Dubois 170 S Idaho St Dubois, ID 83423	Rigby 206 N Yellowstone Rigby, ID 83442
Gibbonsville Hwy 93 MP 337 Gibbonsville, ID 83463	Salmon 47 Hwy 93 N Salmon, ID 83467
Sugar City 1928 N 7 <sup>th</sup> E Sugar City, ID 83448	Lost River Rest Area US-20/26 MP265 Arco, ID 83213
Clark Hill Rest Area US-26 MP 357 Ririe, ID 83443	Sage Junction Port of Entry I-15 MP143 Roberts, ID 83444
Dubois Rest Area I-15 MP 167 Dubois, ID 83423	