



**Invitation to Bid (ITB) 18-103**

**Bonner's Ferry Fuel Site Equipment Project RQS J000542**

**IDAHO TRANSPORTATION DEPARTMENT**

Date of Issuance: 3/9/2018

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### ADMINISTRATIVE INFORMATION

ITB Title:	Bonner's Ferry Fuel Site Equipment Project
ITB Project Description:	Replacement of fuel tank monitoring and fuel pump/dispenser equipment.
ITB Lead:	S. Todd Sorensen, Project Coordinator Idaho Transportation Department 3311 W. State Street, Boise, Idaho 83703 E-mail: <a href="mailto:todd.sorensen@itd.idaho.gov">todd.sorensen@itd.idaho.gov</a> Phone: 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 3311 W. State Street Boise, Idaho 83703  Address for US Mail (if different) P.O. Box 7129 Boise, Idaho 83707-1129
Deadline To Receive Questions:	5:00 p.m. Mountain Time on March 28,2018
ITB Closing Date:	5:00 p.m. Mountain Time on April 9,2018
ITB Opening Date:	10:00 a.m. Mountain Time on April 10,2018
Initial Term of Contract and Renewals (service completion):	The service performed under the contract will begin upon ITD's written notice to proceed and must be complete within 30 calendar days.

## 1 GENERAL INFORMATION

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### 1.1 Purpose

The Idaho Transportation Department (ITD) is requesting bids from qualified bidders for the replacement of 1 Fuel Tank Monitor and 2 Fuel Dispenser/Pumps in accordance with the specifications contained herein.

#### **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: S. Todd Sorensen  
Phone: 208-334-8093  
E-mail: [todd.sorensen@itd.idaho.gov](mailto: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)

### **1.4.2 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: S.Todd Sorensen, Project Coordinator, Idaho Transportation Department

Bidder Name: (Company Name)

ITB Number: 18-103

ITB Title: Bonner's Ferry Fuel Site Equipment Project J000542

ITB Closing Date: 5:00 p.m. Mountain Time on April 9,2018

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

## **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.

### 1.8 Site Examination

All interested parties may do a site examination, at their expense. Parties interested in conducting a site examination should notify (in writing) the ITB Lead no later than one (1) business day prior to the date of the site examination. The written request should specify the name and title of each person who will be conducting the site examination.

Failure of bidder to not conduct a site examination will not relieve the bidder of meeting the requirements of this ITB.

## 2 SCOPE OF WORK

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### 2.1 Scope

The Contractor must furnish all labor, material, tools, equipment and services for the removal and replacement of the existing equipment as indicated in accordance with the provisions of the contract documents. Equipment to be installed must be a Veeder Root TLS 450 tank monitor with appropriate connections, compatible with existing ITD network connections, and printer (if applicable) or equivalent. If the equipment is not compatible with the existing sensors, probes, cap communication and electronic components then the new installation should include all of the aforementioned. All installation of Veeder Root equipment must be performed by a Certified Veeder Root Installation Technician. Replace the existing mechanical diesel and mechanical unleaded fuel pumps/dispensers with mechanical equipment compatible for this site, to include all necessary wiring and updates, provide 100:1 pulsers in each dispenser and program the card reader to read 100:1 pulses.

Hazmat removal must be done in accordance with DEQ guidelines.

### 2.2 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.

### 2.3 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 must be submitted in accordance with **Section 1.3**, Inquiries.

### 2.4 Location

**Bonner's Ferry Maintenance Shed**, US 95, Milepost 505, Bonner's Ferry, Idaho 83805

On Site Contact: George Shutes

Office Number: 208.267.3531

Card Reader: FuelMaster 2550

Current Tank Monitor: Veeder Root TLS 350, Serial Number 50233133705002

Tank Information: Aboveground Storage Tanks, 3000 gallons Diesel and 1000 gallon Unleaded

### 2.5 Staging Location(s)

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

### 2.6 Experience

The Contractor as well as the project supervisors proposed for the project must have a minimum of 5 years' experience in fuel site equipment.



## 2.7 Quantity

Quantities estimated in Attachment A, Bid Schedule are for bidding purposes only. Actual quantities will vary due to the nature of the requirements.

## 2.8 Basis of Payment

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 according to Idaho Code 67-2302 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: Judi Conner, Project Coordinator  
Idaho Transportation Department – HQ Maintenance  
[Judi.conner@itd.idaho.gov](mailto:Judi.conner@itd.idaho.gov)  
PO Box 7129  
Boise, Idaho 83707-1129

## 2.9 Fully Burdened Cost

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

## 2.10 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

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Materials incorporated into this project shall be new and free from defects and of the best commercial quality for the purpose specified.

### 3.1 Subletting/Subcontracting

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.

If subcontracting is proposed, the bidder must complete Attachment , Subcontractor Licensing, giving the name, address, and Public Works Contractors License Number for any and all companies who will, in the event the bidder secures the contract, complete the plumbing, electrical, or HVAC work under the contract in accordance with Section 67-2310, Idaho Code.

Companies must possess an appropriate Idaho Public Works Contractors License issued by the State of Idaho Public Works Contractors State License Board covering the contract work classification in which they are named.

Note: Section 67-2310, Idaho Code, also states "No general contractor shall name any subcontractor in his bid

### **3.2 Guarantee**

Excepting where certain portions of the work call for a longer period, all work shall 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 shall be at the Contractor's expense.

### **3.3 Manufacturer Warrantees and Instruction Sheets**

Three (3) copies of the manufacturer's warranties, guarantees, instruction sheets, and parts list for all Contractors' furnished materials shall be turned over to ITD upon completion of the project.

### **3.4 Temporary Utilities**

The Contractor shall visit the site and determine what measure, if any, will need to be taken to provide for utilities for construction work, which may occur before the time that permanent services will be available.

The contractor shall make arrangements for and furnish at their own expense, all water, sanitary facilities and other utilities necessary for construction purposes. All utilities shall be at the Contractor's expense until final acceptance.

### **3.5 Permits**

Pursuant to Section 39-4103 Idaho Code, the Division of Building Safety is responsible for the issuance of building permits and building inspections for construction projects owned by the State of Idaho. This is separate from any required state electrical, plumbing, and mechanical or elevator permits. The contractor shall obtain and pay for all licenses and permits and shall pay fees and charges for connection to outside services to include, water, sewer and electricity and use of public or private property for storage of materials, etc. The Contractor shall comply, without additional expense to ITD, with all State, County and Municipal building ordinances and regulations insofar as the same are binding upon the State. ITD will reimburse the Contractor for utility hookup fees at invoice costs.

### **3.6 Coordination and Control**

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

### **3.7 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)

### **3.8 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 Contract Manager, and shall not be changed except with the consent of the Contract Manager 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 Contract Manager. 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.

### **3.9 ITD Use of Building**

ITD reserves the right to occupy and/or use the building or portions thereof, including portions during the construction period and prior to final acceptance. Such occupancy and/or use shall not constitute acceptance of the Work or any part thereof. The contractor shall 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 shall be maintained at all times. Temporary disruptions of building services, equipment, etc. shall be scheduled with ITD. Normal functions shall be restored as quickly as possible.

### **3.10 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.

### **3.11 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.

### **3.12 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.

### **3.13 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'.
9. Bidder fails to submit the proper Bid Guaranty as outlined under Subsection 3.15.

### **3.14 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).

### **3.15 Bid Guaranty (Five Percent Bid Bond)**

No bid will be considered unless accompanied by a 5% Bid Bond of the character and in an amount not less than the amount indicated on the Bid.

Bid Bonds shall be submitted on the most current version of The American Institute of Architects (AIA) Document 310, 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 considered and the bid will be rejected.

**Please note: Bonding Surety must be registered and licensed with the Idaho Department of Insurance at the time of bid closing. Bid Guaranty will not be accepted if Surety is not registered and licensed in Idaho, and bid will be deemed non-responsive and rejected.**

### **3.16 Return of Bid Guaranty (Five Percent Bid Bond)**

Bid guaranties, except those of the two lowest responsive bidders, will be returned immediately following the opening and checking of the bids. The retained bid guaranty of the unsuccessful of the two lowest responsive bidders will be returned within 10 days following the award of contract and that of the successful bidder will be returned after satisfactory Surety bonds have been furnished and the contract has been executed.

### **3.17 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 10 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.**

### **3.18 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.

### **3.19 Execution / Award of the Contract**

The award of contract, if it is awarded, will be made within 10 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 10 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 10 calendar days after the bidder has received the contract. If the contract is not executed by the State within 10 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.

### **3.20 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 10 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 readvertised and constructed under contract or otherwise, as the state may decide.

### **3.21 Authority to Proceed**

Authority to proceed will be given after the required submittals specified in the Special Provisions are received, approved by the Architect and returned to the Contractor and construction and material delivery schedules are established.

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## **4 TERMS AND CONDITIONS**

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### **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 (10) 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 (10) 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**

ITB 18-103 Fuel Site Equipment Project

Company Name of Bidder: \_\_\_\_\_

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

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

Provide your fully burdened Total Cost for providing the Fuel Pump(s) specified in this solicitation:

ITEM	DESCRIPTION	QTY	UM	UNIT PRICE	EXTENDED PRICE
1	Bonner's Ferry, replace the existing fuel dispensers/pumps, wiring if needed (needs shielded wiring), all necessary updates	2	EA	\$ _____	\$ _____
2	Replace the existing fuel tank monitor, wiring if needed (needs shielded wiring), all necessary updates	1	EA	\$ _____	\$ _____
				<b>TOTAL COST</b>	\$ _____

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

**ATTACHMENT B- AFFIDAVIT: DRUG FREE WORKPLACE PROGRAM**

ITB 18-103 Fuel Site Equipment Project

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**

ITB 18-103 Fuel Site Equipment Project

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  
P.O. Box 7129  
Boise, Idaho 83707-1129

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: S. Todd Sorensen  
PO Box 7129  
Boise, Idaho 83707-1129

**OR**

FedEx, UPS, or other Couriers:  
  
Idaho Transportation Department  
ATTN: S. Todd Sorensen  
3311 W. State Street  
Boise, Idaho 83703

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: ITB 18-103      Bid Title: Fuel Site Equipment Project

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