



Invitation to Bid (ITB) K011504
Road Weather Information Systems (RWIS)
IDAHO TRANSPORTATION DEPARTMENT

Date of Issuance: 5/1/2017

Revised 5/24/2017

TABLE OF CONTENTS

| | |
|---|-----------|
| ADMINISTRATIVE INFORMATION..... | 4 |
| 1 GENERAL INFORMATION | 5 |
| 1.1 Purpose..... | 5 |
| 1.2 General Information, Solicitation Instructions and Standard Terms and Conditions..... | 5 |
| 1.3 Inquiries | 5 |
| 1.4 Submission Requirements | 6 |
| 1.5 Compliance with | 6 |
| 1.6 Award..... | 7 |
| 1.7 Point(s) of Contact/Contract Administration..... | 7 |
| 1.8 Background..... | 7 |
| 1.9 Site Examination | 8 |
| 2 SCOPE OF WORK..... | 8 |
| 2.1 Field Processing Requirements..... | 10 |
| 2.2 Construction Requirements..... | 11 |
| 2.3 Power Requirements | 12 |
| 2.4 NTCIP Compliance Requirements | 12 |
| 2.5 Data Communication and Integration Requirements..... | 13 |
| 2.6 RWIS Site Commissioning Requirements..... | 14 |
| 2.7 Documentation Requirements | 15 |
| 2.8 Warranty Requirements | 15 |
| 2.9 Project Management Plan | 15 |
| 2.10 Worksite Cleanup | 15 |
| 2.11 Work not noted, detailed, or specified..... | 16 |
| 2.12 Location | 16 |
| 2.13 Staging Location(s)..... | 16 |
| 2.14 Experience | 16 |
| 2.15 Traffic Control | 16 |
| 2.16 Quantity | 16 |
| 2.17 Basis of Payment..... | 16 |
| 2.18 Fully Burdened Cost..... | 17 |
| 2.19 Contract Compliance | 17 |
| 3 SPECIAL PROVISIONS | 17 |
| 3.1 Subletting/Subcontracting..... | 17 |
| 3.2 Temporary Utilities | 18 |
| 3.3 Codes | 18 |
| 3.4 Protection | 18 |
| 3.5 Prior Approval..... | 18 |
| 3.6 Submittals | 18 |
| 3.7 Use – Tax..... | 18 |
| 3.8 Supervision | 19 |
| 3.9 Information Given Prior to Award | 19 |
| 3.10 Performance | 19 |
| 3.11 Bidding Requirements and Conditions | 19 |
| 3.12 Irregular Bids..... | 19 |
| 3.13 Disqualification of Bidders | 20 |
| 3.14 Surety Bond Requirements (Performance and Payment Bonds)..... | 20 |
| 3.15 Consideration of Bid / Record of Public Bid Opening (ROPBO) | 20 |
| 3.16 Execution / Award of the Contract | 21 |
| 3.17 Failure to Execute Contract | 21 |
| 3.18 Authority to Proceed | 21 |

| | | |
|----------|---|-----------|
| 4 | TERMS AND CONDITIONS | 21 |
| 4.1 | Contract Award..... | 21 |
| 4.2 | Payment Requirements | 21 |
| 4.3 | Changes..... | 21 |
| 4.4 | Claims for Adjustment and Disputes | 21 |
| 4.5 | Force Majeure..... | 22 |
| 4.6 | Default and Termination of Contract..... | 22 |
| 4.7 | Termination for Convenience of the State | 22 |
| 4.8 | Appropriation by Legislature Required..... | 22 |
| 4.9 | Indemnification..... | 23 |
| 4.10 | Save Harmless..... | 23 |
| 4.11 | Insurance requirements..... | 23 |
| | ATTACHMENT A- BID SCHEDULE | 26 |
| | ATTACHMENT B- AFFIDAVIT: DRUG FREE WORKPLACE PROGRAM | 28 |
| | ATTACHMENT C- SUBCONTRACTOR LICENSING | 29 |
| | ATTACHMENT D- SIGNATURE PAGE | 30 |
| | ATTACHMENT E- EXPERIENCE CERTIFICATIONS..... | 30 |

ADMINISTRATIVE INFORMATION

| | |
|---|--|
| ITB Title: | Road Weather Information Systems (RWIS) |
| ITB Project Description: | Design, build, test and commission RWIS sites as defined in subsequent project orders to this ITB. |
| ITB Lead: | Todd Sorensen, Project Coordinator Idaho Transportation Department 3311 W. State Street, Boise, Idaho 83703 E-mail: todd.sorensen@itd.idaho.gov Phone: 208.334.8093 |
| <p>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.</p> | <p>Address for Courier 3311 W. State Street Boise, Idaho 83703</p> <p>Address for US Mail (if different) P.O. Box 7129 Boise, Idaho 83707-1129</p> |
| Deadline To Receive Questions: | 5:00 p.m. Mountain Time on May 18, 2017 |
| ITB Closing Date: | 5:00 p.m. Mountain Time on June 5, 2017 |
| ITB Opening Date: | 10:00 a.m. Mountain Time on June 6, 2017 |
| Initial Term of Contract and Renewals (service completion): | The initial term of the contract will be two (2) years, with the option to renew for three (3) additional periods of one (1) year each. |

1 GENERAL INFORMATION

1.1 Purpose

The Idaho Transportation Department (ITD) is requesting bids from qualified bidders for design and installation of Road weather Information System (RWIS) sites and camera only sites within the ITD RWIS network. Details regarding the required scope of work, technical requirements, and special provisions are outlined in this document and attachments. Any and all named attachments are incorporated in their entirety into this contract.

Public Works Licensing is Required

1.2 General Information, Solicitation Instructions and Standard Terms and Conditions

This solicitation is issued by the Idaho Transportation Department via:

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

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

1.3 Inquiries

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

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

ITBLead: Todd Sorensen, Project Coordinator
Phone: 208.334.8093
E-mail: todd.sorensen@itd.idaho.gov

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

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

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

1.4 Submission Requirements

1.4.1 Required Bid Submission Items

Your bid submission must consist of the following:

- 1.4.1.1 Bid Schedule (Attachment A)
- 1.4.1.2 Affidavit: Drug Free Workplace Program (Attachment B)
- 1.4.1.3 Subcontractor Licensing – if applicable (Attachment C)
- 1.4.1.4 Signature Page (Attachment D)
- 1.4.1.5 Experience Certification (Attachment E)

1.4.2 Bid Submission Methods

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

1.4.2.1 Submission Method Requirements

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

Attn: Todd Sorensen, Project Coordinator, Idaho Transportation Department

Bidder Name: (Company Name)

ITB Number: K011504

ITB Title: Road Weather Information Systems (RWIS)

ITB Closing Date: June 5, 2017

Bidders must provide one (1) original and two (2) copies of their bid.

1.5 Compliance with

1.5.1 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 334-8493 to purchase or to download both the 2012 ITD Standard Specification 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 Background

ITD has an existing network of RWIS sites and is interested in expanding this network to improve awareness of road weather conditions statewide. Individual change orders to this contract, will be executed to add one or more sites to the RWIS network, if ITD elects to fund additional RWIS sites.

1.9 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.

2 SCOPE OF WORK

ITD requires that specific weather and pavement condition observations be made at each RWIS site. Data gathered from these observations are processed, quality checked, and the data are then provided to ITD through Vaisala's Navigator website and displayed on the ITD 511 system.

The contractor is responsible for designing the RWIS and camera only sites in accordance with Section 3.3 Codes. Design drawings shall include a site plan showing site location, topography, grading, structures, fencing, power equipment, and any structural and electrical detail drawings required to construct the site. Construction drawings will be submitted for approval by ITD, and be approved by ITD prior to starting construction. Design calculations for structural components and solar panel capacity determination shall be submitted to ITD for review and approval with the construction drawings.

The following tables detail the components included at both solar-battery charging and commercial power RWIS sites. There are two optional sensors (subsurface temperature probe, and snow height sensor) that may be added to any of the sites included in change order authorizations. See Attachments A for bid sheet to be included with the contractor's bid.

Table 1 Standardized RWIS Site Components

| Item | Solar-Battery Site | Commercial Power Site | Notes |
|--|--------------------|-----------------------|-------|
| 1. 30' Instrument tower with pre-cast foundation | Yes | Yes | |
| 2. Electronic Cabinet, NEMA Type 4, Size: 20" x 20" x 8" | Yes | Yes | |
| 3. 4G Modem, Digi TransPort® WR21 | Yes | Yes | |
| 4. 5 Port Industrial Switch, Adam-6520i | Yes | Yes | |
| 5. Remote Processing Unit, Vaisala RWS200 | Yes | Yes | |
| 6. Present Weather Detector, Vaisala PWD12 | Yes | Yes | |
| 7. Wind Sensor, Vaisala WMT702 | No | Yes | |
| 8. Wind Sensor, R M Young model 05108-45 | Yes | No | |
| 9. Surface Condition Sensor, Vaisala DSC211 | Yes | Yes | |
| 10. Surface Temperature Sensor, Vaisala DST111 | Yes | Yes | |
| 11. Temperature, Humidity, Barometric Pressure, Vaisala HMP155 | Yes | Yes | |
| 11.5 Barametric Pressure Sensor, PMB110 | Yes | Yes | |
| 12. Illuminators, Raytec Vario i4-2 | No | Yes | |
| 13. Illuminators, IL08 | Yes | No | |
| 14. Video Camera, Axis Q6055-E | No | Yes | |

| Item | Solar-Battery Site | Commercial Power Site | Notes |
|---|--------------------|-----------------------|---|
| 15. Video Cameras (2 each), Mobotix MX M15D | Yes | No | |
| 16. Solar Photovoltaic Panels, wattage TBD by Contractor | Yes | No | Subject to design by Contractor, Minimum 4 panels @ 125 watts |
| 17. Batteries, Concorde Sun Xtender PVX-3050T 6V, 305AH AGM, incl. controller | Yes | No | Subject to design by Contractor, Minimum of 4 battery units |
| OPTIONAL COMPONENTS | | | |
| 18. Snow Height Sensor, Vaisala SR50A-RS485 | | | Optional at selected sites |
| 19. Subsurface Temperature Probe, Vaisala DTS12G | | | Optional at selected sites |

Table 2 Survivability

All field equipment shall meet the following survivability requirements:

| Equipment | Survivability Requirement |
|---|--|
| Meteorological instruments | Environmental: -31°F to +131°F |
| Wind speed | Survivability: 134 mph wind speed |
| Field based processors, communication equipment, cameras, and power sources | Environmental: -31°F to +131°F, 0 to 90% RH, non-condensing |
| Tower | Survivability: 90 mph wind speed, with a gust ratio of 1.3. Fifteen-foot snow depths. Environmental: -31°F to +131°F |

ITD shall be responsible for obtaining right-of-way certificates and environmental clearances prior to the issuance of authorizing change orders. ITD will also provide Phase 4 Subsurface Soils Reports for each site to be constructed. The number of RWIS sites constructed under this contract will depend upon district priorities and funding availability. There is no minimum quantity for this contract.

2.1 Field Processing Requirements

Contractor to provide all necessary field systems required to capture RWIS data and video images and package the information for transmission to the Data Services Contractor’s central server. Such field systems shall be

configured in a non-proprietary manner as to allow for additional sensors and equipment to be installed without the need for customized software or hardware.

Configuration / Control

The field systems shall allow for configuration control and troubleshooting of RWIS and camera equipment, both through a local onsite connection, and through a remote connection to the field system from a central facility.

NTCIP Compliance

All signal processing, measurement analysis, video-capture, transmission, and other data processing performed to meet observation or integration requirements shall be NTCIP compliant. See Section 2.4 NTCIP Compliance Requirements.

Sampling Intervals

Data transmission from the field system to the central server shall occur at user-configurable sampling intervals of not greater than every 15 minutes. The transmissions shall include all information and video images collected since the last transmission.

Local Alarms

The RWIS field system shall have the capability of generating alerts, watches, or warnings. These alarms will have the capability of driving a relay emulating a dry switch closure at the site. Contractor will provide documentation of the parameters and/or logic of any alerts, watches, or warnings generated by the RWIS site.

2.2 Construction Requirements

Each RWIS site must contain a minimum of the following items, each meeting the requirements and specifications described herein:

- 30 foot Freestanding tower, and electronics cabinet:
- 4G modem
- Atmospheric and road surface instrumentation
- Video cameras
- Installation, testing software and system documentation.
- Training materials and other documentation.
- Warranty.

Each camera only site must contain a minimum of the following items meeting the requirements and specifications described herein:

- 25 foot camera pole and electronics cabinet
25 foot camera pole shall be either galvanized steel or aluminum material. Camera pole and foundation shall be designed by the contractor to meet environmental factors in the design code. Pole foundation shall be precast concrete. Poles shall have breakaway couplings. The electronics cabinet shall be mounted on the pole
- 4G modem
- Video camera

- Warranty

Contractor shall install the RWIS and camera only sites in accordance with the plans, submitted by the Contractor, and approved by ITD.

Any cabinet utilized with the RWIS and camera only sites shall be a National Electrical Manufacturers Association (NEMA) Type 4 cabinet of stainless steel, aluminum, or fiberglass that is securable by a T27 core lock housed within a hinged door. Any necessary towers shall be designed for installation on a pre-cast concrete footing. The tower shall be made of aluminum and be a fold-over design configuration. If a pole is required to mount the road surface sensors (DST111, DSC211), it shall be a standard ITD luminaire pole. Fencing shall be chain link conforming to ITD Standard Specification 708.13. A fire break zone of a minimum of ten feet surrounding the fenced RWIS site shall be constructed, with weed barrier placed on grade and 6" of ¾" gravel covering the weed barrier.

All electrical equipment and materials shall conform to the latest standard of the Underwriter's Laboratories, Inc. In addition to the requirements of the specifications, and special provisions, all material and workmanship shall conform to the most current version of the National Electric Code. Contractor shall make all electrical connections from the power sources to RWIS components, in accordance with all state and local electrical codes.

Contractor will be responsible for providing all traffic control and safety for work zones. Design and use of Traffic control devices shall conform to the Manual on Uniform Traffic Control Devices, as adopted by the state. No less than 14 days prior to any field work within the Highway Right of Way, Contractor shall submit a Traffic Control Plan to the Project Manager for approval. A separate Traffic Control Plan is required for each construction site.

2.3 Power Requirements

Each RWIS site must be supplied with adequate power to meet site instrument design requirements. ITD is responsible for supplying commercial power to a power pedestal at sites that are designated as commercial power sites. The Contractor shall connect from the power pedestal to the RWIS power distribution panel. The Contractor shall design and supply battery-solar charging equipment for all sites designated as battery-solar charging and batteries shall provide a minimum of 96 hours of continuous operation *from full charge* without solar charging availability. All circuitry of the RWIS site, the voltage inputs, the sensor inputs, and the communications ports shall be designed and tested to provide transient and surge protection.

2.4 NTCIP Compliance Requirements

The completed RWIS network, including all components and software, shall be in compliance with the most current National Transportation Communications for Intelligent Transportation Systems Protocol (NTCIP) Environmental Sensor Stations (ESS) standards, and, must remain compliant throughout the contract period. ESS is interchangeable with RWIS with regard to the following standards.

The ESS shall conform to NTCIP 1201

The ESS shall support the Configuration Conformance Group as defined in NTCIP 1201.

The ESS shall support the Time Management Conformance Group as defined in NTCIP 1201.

The ESS shall conform to NTCIP 1204.

The ESS shall support the ESS Configuration Conformance Group as defined in NTCIP 1204.

The ESS shall support the ESS Location Conformance Group as defined in NTCIP 1204.

The ESS shall support the Pressure Conformance Group as defined in NTCIP 1204.

The ESS shall support the Wind Data Conformance Group as defined in NTCIP 1204.

The ESS shall support the Basic Temperature Data Conformance Group as defined in NTCIP 1204.

The ESS shall support the `essAirTemperature`, `essRelativeHumidity`, `essDewpointTemp` and `essWetBulbTemp` object definitions as defined within the Enhanced Temperature Data Conformance Group found in NTCIP 1204.

The ESS shall support the Standard Precipitation Data Conformance Group and the `essPrecipSituation` object definition as defined within the Emerging Precipitation Data Conformance Group found in NTCIP 1204.

The ESS shall support the Solar Radiation Conformance Group as defined in NTCIP 1204.

The ESS shall support the Visibility Data Conformance Group as defined in NTCIP 1204.

The ESS shall support the Enhanced Pavement Sensor Data Conformance Group as defined in NTCIP 1204.

The ESS shall support the Standard Sub-Surface Sensor Data Conformance Group as defined in NTCIP 1204.

In lieu of support for the full ranges of the object definitions as defined in NTCIP 1201 and NTCIP 1204, the vendor is permitted to include only necessary ranges for which climatic and system responses can be obtained. These ranges shall be permitted only with the consent of ITD and shall not deviate from the prescribed data format defined within the referenced standards. The Contractor must provide justification for each modified range. Such modifications shall be noted as an exception to the original proposal. For example, the range for the air temperature object is from -100 to +100 degrees centigrade. A more suitable option of supporting a range from -50 to +70 degrees centigrade may be considered and permitted. In an attempt to reduce development costs, the Contractor may present these types of alternative subset ranges to ITD.

NCTIP compliance testing will be an element of Final Acceptance Testing as described in Section 2.6, RWIS Site Commissioning Requirements.

2.5 Data Communication and Integration Requirements

The central server hosted by the RWIS Data Services Contractor will be utilized to regularly poll the RWIS and camera only sites, process incoming data and provide the data to ITD or designee. The central server will also provide long term data storage. The central server will poll each RWIS site at an ITD user defined interval no longer than every 15 minutes to transfer and refresh its data.

ITD shall own all data generated through the RWIS and camera only system. This includes the ability to directly import real time data from the RWIS site, from the RWIS software, or from an Internet web page utilizing an open protocol, to ITD. Use of any data generated by the RWIS system, without the express written permission of ITD, is prohibited.

2.6 RWIS Site Commissioning Requirements

Each installed site must be thoroughly tested in start-up and operational modes prior to acceptance of the site. Note that the DSC211 and DSC111 polling locations shall be determined by ITD prior to testing.

Contractor will notify ITD via email a minimum of two (2) business days ahead of the planned commissioning date of the site. ITD may elect to attend the commissioning however ITD attendance is not mandatory. Contractor shall confirm successful commissioning via email within five (5) business days after commissioning.

Contractor shall use company standard templates for final documentation submission; however, Contractor shall meet the minimum requirements noted under Section 2.7, DOCUMENTATION REQUIREMENTS.

ITD shall acknowledge acceptance of the work performed via email within in five (5) business days of receipt of final system acceptance test documentation.

All RWIS equipment supplied on this project shall be tested in accordance with:

Factory Acceptance Testing

Provide manufacturer's calibration and certification specifications covering all RWIS equipment supplied.

Start-Up Component Testing

Start-up component testing must provide onsite testing which insures that each individual device operates independently and in an integrated fashion. This includes verification of data integration from the RWIS site to the data-hosting system.

Final System Acceptance Testing

Testing which insures that the RWIS site provides data to the data hosting system, which meets a Performance Percentage of 100%, and that all field systems are NTCIP compliant; performance is defined as the RWIS site uptime, and the site's ability to capture and provide complete data to the data-hosting system. NTCIP compliance testing will be accomplished by the Contractor. The final acceptance test period shall commence at the conclusion of successful Start-Up Component testing and shall continue for a period of 30 days. The RWIS site must demonstrate a Performance Percentage of no less than 100% during the test period. If the Performance Percentage is less than 100%, the test must be repeated, at the option of ITD. Exclusions to the 100% Performance Percentage requirement would be communication or power failures that are outside the RWIS site and not associated with any of the RWIS components.

Upon completion of the 30-day test period and ITD's acceptance of the RWIS site, Contractor shall provide ITD's Intelligent Transportation System (ITS) maintenance contractor a list of all site components and warranty data (a.k.a., "commissioning" documents).

All test results and test reports (whether satisfactory or otherwise) shall be made available to ITD within 24 hours of testing completion. A written statement shall accompany satisfactory test results from an officer of the Contractor stating that the system is performing in accordance with the contract requirements. If the equipment or systems fail any part of the test, the entire test may be repeated at the option of ITD. Contractor shall furnish all test equipment and services. Neither witnessing of the tests by ITD nor the waiving of the right to do so shall relieve Contractor of the responsibility to furnish and install the work in accordance with the contract documents. The contract period shall not be extended for time loss or delays related to testing. The cost for testing shall be considered as part of the unit cost for the item tested and no direct payment shall be made.

2.7 Documentation Requirements

ITD requires full documentation for each site, including: as-built drawings of the installation stamped by a Professional Engineer registered in Idaho, utility information, operation and software manuals, manufacturer specifications and other information. Contractor shall also supply at least one (1) Operation and Service (O&S) Manual for each RWIS site installed under this contract. At a minimum the O&S manual will contain adequate detail to provide step by step instruction on the proper annual preventive maintenance techniques, troubleshooting common problems, and basic repair and replacement techniques.

2.8 Warranty Requirements

Warranty is subject to the manufacturers standard warranty. All products supplied will be covered by the most favorable commercial warranties given by the Contractor/manufacturer to any customer for such parts and supplies. Site warranty commences after the successful 30-day test period and site acceptance by ITD.

For a period of one (1) year after the successful 30-day test and site acceptance by ITD, Contract shall guarantee 95% Performance Percentage for all sensors and RWIS components, and shall repair or replace any sensor or component which fails the 95% Performance guarantee at no charge (parts and or labor) to ITD. Exclusions to the 95% Performance Percentage requirement would be communication or power failures that are outside the RWIS site and not associated with any of the RWIS components.

Part replacement costs will not be the responsibility of Contractor if the failure is due to:

- Attempts to remove, re-install or change the physical location of a Sensor by ITD or its subcontractor.
- Visible or non-visible damage caused by natural disasters including, but not limited to, shifting of the earth, flood or fire. Lightning strikes/power surges are not included, as Contractor is expected to use sufficient surge protection to prevent damage from occurring. Replacement costs due to lightning strikes/power surges will be the responsibility of Contractor.
- Visible or non-visible damage caused by acts, accidental or intentional, of man or machinery, except damage caused by Contractor or its employees.
- Theft, vandalism or damage due to accident. In the event of the discovery of damage due to theft, vandalism or damage due to accident, Contractor shall provide a police report and ITD must be notified as soon as possible.

All materials, services and equipment including, personnel, tools, testing equipment, vehicles, and any other required site equipment must be provided by Contractor. This includes, but is not limited to, road sensors, electronics, batteries, solar panels, lightning arrestors, cabinets, conduit, wiring, etc. Contractor may select any subcontractor necessary to satisfy the requirements of this contract. However, Contractor will be responsible for warranty for all equipment per the terms of this contract.

2.9 Project Management Plan

ITD requires that a project management plan (PMP) be used to guide the scope, schedule and budget of each ITD RWIS Project. Contractor shall finalize the PMP for each project, and submit to ITD for approval 14 days before starting any field work.

2.10 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.

2.11 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 ITD.

2.12 Location

Site quantities and locations are tentative. All work shall be provided by the work authorization(s) issued from Contract Administrator(s)/Project Manager(s).

| District(s) | Quantity | Location(s) |
|-------------|----------|--------------------------------|
| D-1 | 1 | US 95 MP 497 |
| D-2 | 1 | US 12 |
| D-3 | 1 | Junction of SH 16 and SH 44 |
| D-4 | 2 | US 30 & SH 46, US 26 and US 93 |
| D-5 | 0 | N/A |
| D-6 | 1 | Location(s) To Be Determined |

2.13 Staging Location(s)

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

2.14 Experience

The Contractor as well as the project supervisors proposed for the project must have a minimum two (2) years’ experience in building or maintaining Vaisala RWIS equipment. Failure to submit this experience statement (**See Attachment E**) will result in the rejection of the bid.

2.15 Traffic Control

The Contractor will be responsible for traffic control. Contractor will provide a detailed traffic control plan to the ITD Contract Manager prior to starting. All plans must be approved before work begins.

2.16 Quantity

Quantities estimated in **Attachment A**, Bid Schedule, are for bidding purposes only. Actual quantities will be identified in subsequent project change orders.

2.17 Basis of Payment

The Contractor must submit invoices to the ITD billing location provided below, for the completed and accepted RWIS site(s). ITD will render payment for a properly executed invoice NET thirty (30) days from the date of the invoice, for sites accepted by ITD.

Invoices must include the following information:

- Contract Number (and change order number)
- Identification of Billing Period.
- Total amount billed for the billing period.
- Detailed description of services/products provided and accepted
- Name of authorized individual/contact information for Contractor

Invoices must be submitted to:

Idaho Transportation Department
Attn: Bob Koeberlein
P.O.Box 7129
Boise, Idaho 83707

2.18 Fully Burdened Cost

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

2.19 Contract Compliance

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

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

3 SPECIAL PROVISIONS

The Contractor shall generate construction drawings and a construction schedule for each site contained in the project orders to this contract (See Section 3.6 Submittals).

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 C, 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 Temporary Utilities

The Contractor shall visit the sites 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.

3.3 Codes

The Contractor shall design the RWIS site(s) in accordance with the 2014 National Electrical Code, including amendments as listed in IDAPA 07.01.06 and the 2015 International Building Code. If plans and specifications do not comply with any codes having jurisdiction in that particular place or construction, the Contractor shall notify ITD prior to bidding in writing and faxed to the number stated in the bid document. If prior notification is not given, it shall be assumed that the Contractor's base bid includes, to the best of their knowledge and experience, all work necessary to comply with such codes.

3.4 Protection

The Contractor shall, at all times, protect structures and equipment from damage; remove and replace with new structures and/or equipment for any work damaged by failure to provide protection. Replacement of damaged structures and/or equipment will be at no additional cost to ITD.

3.5 Prior Approval

All requests for approval of change in design of function of materials specified must allow 14 days review time, after receipt of all necessary documents, by the Contract Manager. Approval of submittals shall not relieve the Contractor from responsibility for deviations from the plans or specifications, unless they have, in writing, called the Contract Manager's attention to deviations at the time of submission, and obtained the Contract Manager's written approval. Approval of submittals does not relieve the Contractor from responsibility for errors in shop drawings or literature. THE BURDEN OF PROVING THE EQUALITY SHALL BE THE CONTRACTOR'S RESPONSIBILITY.

3.6 Submittals

A Minimum of one (1) electronic copy submittal is required on all RWIS site design documents and construction schedule. The Contractor shall submit all required submittals within 30 days of contract change order signing. Authority to proceed will be given after submittals are approved by the Project Manager and returned to the Contractor.

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 Supervision

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 Project Manager, and shall not be changed except with the consent of the Project 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 Project 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 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, 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.

3.10 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.

3.11 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.

3.12 Irregular Bids

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

1. If the Bid Form(s) are on a form other than that furnished by the State or if the form is altered or any part thereof is detached.

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

3.13 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).

3.14 Surety Bond Requirements (Performance and Payment Bonds)

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

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

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

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

3.15 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.

3.16 Execution / Award of the Contract

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

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

3.17 Failure to Execute Contract

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

3.18 Authority to Proceed

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

4 TERMS AND CONDITIONS

4.1 Contract Award

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

4.2 Payment Requirements

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

4.3 Changes

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

4.4 Claims for Adjustment and Disputes

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

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

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

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

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

4.5 Force Majeure

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

4.6 Default and Termination of Contract

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

4.7 Termination for Convenience of the State

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

4.8 Appropriation by Legislature Required

The State is a government entity and this Agreement shall in no way or manner be construed so as to bind or obligate the State of Idaho beyond the term of any particular appropriation of funds by the State's Legislature

as may exist from time to time. The State reserves the right to terminate this Agreement in whole or in part (or any order placed under it) if, in its sole judgment, the Legislature of the State of Idaho fails, neglects, or refuses to appropriate sufficient funds as may be required for the State to continue such payments, or requires any return or "give-back" of funds required for the State to continue payments, or if the Executive Branch mandates any cuts or holdbacks in spending. All affected future rights and liabilities of the parties hereto shall thereupon cease within ten (10) calendar days after notice to the Contractor. It is understood and agreed that the State's payments herein provided for shall be paid from Idaho State Legislative appropriations.

4.9 Indemnification

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

4.10 Save Harmless

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

The Contractor will maintain Worker's Compensation Insurance as required by Idaho Code and will provide to the department a certificate of Idaho Worker's Compensation Insurance issued by a surety licensed to write Idaho Worker's Compensation in the State of Idaho, or an extraterritorial certificate approved by the Idaho Industrial Commission from a State that has a current reciprocity agreement with the Idaho Industrial Commission. Failure to provide a Certificate of Workman's Compensation Insurance may result in a price adjustment to cover any cost to the Department of providing the necessary workman's compensation insurance. The Department will not assume liability as an employer.

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

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

4.11 Insurance requirements

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

The Contractor must carry liability and property damage insurance that will protect it and the State of Idaho from claims for damages for bodily injury, including accidental death, as well as for claims for property damages, which may arise from operations under the Contract whether such operations be by themselves or by anyone directly or indirectly employed by either of them.

The Contractor cannot commence work under the Contract until it obtains all insurance required under this provision and furnishes a certificate or other form showing proof of current coverage to the State. All insurance policies and certificates must be signed copies. After work commences, the Contractor must keep in force all required insurance until the contract is terminated.

4.11.1 Commercial General and Umbrella Liability Insurance.

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

CGL insurance must be written on ISO occurrence form CG 00 01 (or a substitute form providing equivalent coverage) and must cover liability arising from premises, operations, independent contractors, products-completed operations, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

4.11.2 Commercial Automobile and Commercial Umbrella Liability Insurance.

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

Bidders may request a waiver from providing Commercial Automobile and Commercial Umbrella Liability Insurance in its bid if the bidder will not use any owned, hired or non-owned vehicles to conduct business under the contract, if it is awarded the contract, and the State of Idaho will consider the request. If the bidder submits a request to waive the provision of Commercial Automobile and Commercial Umbrella Liability Insurance after the due date and time for receipt of bids or proposals, the State of Idaho may not consider the request.

4.11.3 Workers Compensation Insurance and Employer's Liability.

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

The Contractor must provide either a certificate of workers compensation insurance issued by a surety licensed to write workers compensation insurance in the State of Idaho, as evidence that the Contractor has in effect a current Idaho workers compensation insurance policy, or an extraterritorial certificate approved by the Idaho Industrial Commission from a state that has a current reciprocity agreement with the Idaho Industrial Commission.

4.11.4 State of Idaho as Additional Insured.

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

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

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

4.11.5 Notice of Cancellation or Change.

The Contractor must ensure that should any of the above described policies be cancelled before the expiration date thereof, or if there is a material change, potential exhaustion of aggregate limits or intent not to renew insurance coverage(s), that written notice will be delivered to the ITD in accordance with the policy provisions.

4.11.6 Failure to Comply.

The Contractor must further ensure that all policies of insurance are endorsed to read that any failure to comply with the reporting provisions of this insurance, except for the potential exhaustion of aggregate limits, will not affect the coverage(s) provided to the State of Idaho, and its divisions, officers and employees.

4.11.7 Acceptable Insurers and Deductibles.

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

4.11.8 Waiver of Subrogation.

All policies must contain waivers of subrogation. The Contractor waives all rights against the State and its officers, employees, and agents for recovery of damages to the extent these damages are covered by the required policies. Policies may contain deductibles but such deductibles will not be deducted from any damages due to the State.

ATTACHMENT A- BID SCHEDULE

ITB # K011504 Road Weather Information Systems (RWIS)

Company Name of Bidder: _____

Contact Name/Phone: _____

Contact E-mail: _____

Provide the fully burdened Unit Cost for the RWIS Component Engineering and RWIS Installation items below.

RWIS Component Engineering

| Item | Assumed # of Sites | Unit Cost | Total |
|---|--------------------|-----------|-------|
| 1. Design of Battery-Solar Site | 3 | \$ | \$ |
| 2. Design of commercial power site | 11 | \$ | \$ |
| 3. Design of camera only site | 4 | \$ | \$ |
| 3. Delivery of as-built documentation: stamped drawings and commissioning documents | 18 | \$ | \$ |
| Total RWIS Component Engineering | | | \$ |

RWIS Installation

| Item | Assumed # of Sites | Unit Cost | Total |
|--|--------------------|-----------|-------|
| 1. Mobilization | 14 | \$ | \$ |
| 2. Site preparation and fencing | 14 | \$ | \$ |
| 3. Build, test and commission battery-solar site as defined in Table 1 | 1 | \$ | \$ |
| 4. Build, test and commission commercial power site as defined in Table 1 | 7 | \$ | \$ |
| 5. Build, test and commission battery-solar site as defined in Table 1 less items 6, 9, and 10 | 1 | \$ | \$ |
| 6. Build, test and commission commercial power site as defined in Table 1 less items 6, 9, and 10 | 2 | \$ | \$ |
| 7. Build, test and commission battery-solar site as defined in Table 1 less items 9 and 10 | 1 | \$ | \$ |
| 8. Build, test and commission commercial power site as defined in Table 1 less items 9 and 10 | 2 | \$ | \$ |
| 9. Mobilize, prepare site, build, test and commission commercial power camera site using Table 1 items 2, 3, and 14, plus a 25 foot mounting pole | 2 | \$ | \$ |
| 10 Mobilize, prepare site, build, test and commission a battery-solar camera site using Table 1 items 2, 3, 15, 16, and 17, plus a 25 foot mounting pole | 2 | \$ | \$ |

| | | | |
|---|---|----|----|
| 11. Add Vaisala subsurface soil temperature probe to RWIS equipment set | 3 | \$ | \$ |
| 12. Add Vaisala snow height sensor to RWIS equipment set | 3 | \$ | \$ |
| 13. Separate DSC/DST Mounting pole with breakaway couplings | 6 | \$ | \$ |
| Total RWIS Installation | | | \$ |

Total contract bid for **RWIS Component Engineering + RWIS Installation** = \$ _____

The quantities listed above are for bidding purposes only. There are no minimum number of RWIS or camera sites for this contract.

THIS ATTACHMENT MUST BE COMPLETED AND RETURNED WITH RESPONSE

ATTACHMENT B- AFFIDAVIT: DRUG FREE WORKPLACE PROGRAM

ITB # K011504 Road Weather Information System (RWIS)

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 # K011504 Road Weather Information System (RWIS)

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 # K011504 Bid Title: Road Weather Information Systems (RWIS)

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

Attachment E--Experience Certification

ITB # K011504 Road Weather Information System (RWIS)

Date: _____

Subject: ITB # K011504 Road Weather Information Systems (RWIS)

_____ does hereby certify that we meet the experience requirements
(company name)
contained in Section 2.14 in the ITB.

By: _____

Title: _____

THIS ATTACHMENT MUST BE COMPLETED AND RETURNED WITH RESPONSE IF SUBCONTRACTING