



**Informal Bid Request (IBR)**  
**IBR # A000145**

**SH-3 TRENCHLESS CULVERT INSTALL**

**IDAHO TRANSPORTATION DEPARTMENT**

Date of Issuance: 11/9/2016

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### ADMINISTRATIVE INFORMATION

IBR Title:	SH-3 Trenchless Culvert Install
IBR Project Description:	Trenchless culvert install at 2 locations on State Highway 3
IBR Lead:	Shad Flores, Buyer 600 W Prairie Ave Coeur d'Alene, Idaho 83815 Office: 208-772-1245 shad.flores@itd.idaho.gov
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 and US Mail  Idaho Transportation Department 600 W Prairie Ave Coeur d'Alene, Idaho 83815
Deadline To Receive Questions:	5:00 p.m. Pacific Time on 11/18/2016
IBR Closing Date:	5:00 p.m. Pacific Time on 11/25/2016
IBR Opening Date:	9:30 a.m. Pacific Time on 11/28/2016
Initial Term of Contract:	The service performed under the contract will begin upon ITD's written notice to proceed and must be complete on a date agreed to by ITD and awarded contractor.

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## 1 PURPOSE

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The Idaho Transportation Department (ITD) is requesting bids from qualified bidders for Trenchless Culvert Installation at two (2) locations on state highway 3 in accordance with the specifications contained herein.

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

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This solicitation is issued by the Idaho Transportation Department via:

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

The current version of the Idaho Transportation Department, Business & Support Management Solicitation Terms and Conditions are incorporated by reference into this solicitation, and any resulting contract, as if set forth in their entirety. This document can be downloaded at <http://itd.idaho.gov/wp-content/uploads/ITD-BSM-Solicitation-Terms-and-Conditions-July-2015.pdf>; or copies obtained by contacting the solicitation's lead (see **Section 3**, Inquiries). Failure by any submitting bidder to obtain a copy of these documents will in no way constitute or be deemed a waiver by ITD of any term, condition, or requirement contained in the referenced documents; and no liability will be assumed by ITD for a submitting bidder's failure to consider the Idaho Transportation Department, Business & Support Management Solicitation Terms and Conditions in preparing its response to the solicitation.

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## 3 INQUIRIES

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

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

IBR Lead:	Shad Flores, Buyer
Phone:	208-772-1245
Fax:	208-772-1265
E-mail:	shad.flores@itd.idaho.gov

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

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

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

## **4 SUBMISSION REQUIREMENTS**

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

Your bid submission must consist of the following:

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

### **4.2 Bid Submission Methods**

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

#### **4.2.1 Submission Method Requirements**

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

Attn: Shad Flores, Buyer, Idaho Transportation Department  
Bidder Name: (Company Name)  
IBR Number: A000145  
IBR Title: SH-3 Trenchless Culvert Install  
IBR Closing Date: 11/25/2016

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

## **5 AWARD**

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

## **6 SCOPE OF WORK**

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ITD has (2) failed culverts on State Highway 3 (SH-3) and ITD would like them replaced using a trenchless/horizontal pipe driving system method.

- The pipe at mile post 103.1 to be at least 24 inch inside diameter by approximately 80 feet long.
- The pipe at mile post 103.5 to be at least 18 inch inside diameter by approximately 60 feet long.
- Replacement must impact traffic in the least possible way. NO LANE CLOSURES will be allowed.
- Contractor must fill existing culvert with grout.
- Contractor must provide any traffic control that may be necessary.
- Contractor must provide all operators and laborers. No ITD personnel will be available.
- Contractor must provide all equipment necessary. No ITD equipment will be available.
- ITD will provide stockpile materials as needed. Contractor must haul stockpile material if needed.
- Stockpile material is eight (8) miles away from culvert replacement site.
- Backfill and slope treatment will be contractor's responsibility and must include riprap on the slopes around the ends of the pipe and small riprap aprons at the inlets of the pipes.
- ITD will handle any seeding that may be necessary.
- Awarded Contractor will need to provide their access/work pad plan before construction starts since this work is in wetlands. Depending on Contractors plan, work may need permitted from the Army Corp of Engineers. If this becomes necessary, ITD will assist the awarded Contractor with this process.

- Contractor is responsible for permits that may be required and the cost of those permits.
- Work must be to the satisfaction of ITD's Project Manager (name provided to awarded contractor).

Project must be finished by an agreed upon date between awarded contractor and ITD.

### 6.1 Worksite Cleanup

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

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

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

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

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## 7 ACCEPTANCE

ITD's Project Manager must sign off on contractors work before payment will be made.

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## 8 PAYMENT & BILLING

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

Invoices must include the following information:

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

Invoices must be submitted to:

Idaho Transportation Department  
 Attn: Shad Flores, Buyer  
 600 W Prairie Ave  
 Coeur d'Alene, Idaho 83815

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## 9 CONTRACT MONITORING

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

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

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## **10 SURETY BOND REQUIREMENTS**

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

Performance and Payment Bonds must be submitted on the most current version of The American Institute of Architects (AIA) Document 312, signed by the bidder and their surety company. Power of Attorney for the person who executes the bond on behalf of the surety as Attorney-In-Fact must accompany the bonds. Guarantees submitted via any other obligation will NOT be accepted.

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

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## **11 DRUG-FREE WORKPLACE PROGRAM**

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

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## **12 LICENSING OF CONTRACTORS**

The Contractor must possess the appropriate public works contractor license in accordance with Title 54, Chapter 19, Idaho Code, as amended.

The Contractor to be listed in the bid proposal must possess the license by the date and time of bid submission.

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## **13 SUBCONTRACTORS**

Subcontracting is not authorized for this project.

### **13.1 ITD Policy Compliance**

The following ITD policies apply to this contract when the Contractor is performing work at an ITD facility or when using ITD equipment or other property. These policies will remain in force for the duration of the contract:

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

These policies are provided at: <http://itd.idaho.gov/wp-content/uploads/ITD-BSM-Solicitation-Terms-and-Conditions-July-2015.pdf>, and incorporated in this agreement. It is the Contractor's responsibility to read, understand and comply with these policies; one hundred percent (100%) compliance is mandatory. Furthermore, Contractor is responsible for ensuring that all their employees and subcontractors adhere to these policies. ITD reserves the right to remove from its premises, at any time, any Contractor or his/her employee or subcontractor that fails to follow these policies. ITD also reserves the right to remove its property, at any time, from any Contractor or his/her employee or subcontractor that fails to follow these policies.

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

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**14 RECORDS MAINTENANCE**

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

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**15 AUDIT RIGHTS**

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

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**16 INSURANCE REQUIREMENTS**

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

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

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

1.1 Commercial General and Umbrella Liability Insurance. Contractor must maintain Commercial General Liability (CGL) and, if necessary, Commercial Umbrella insurance with a limit of not less than \$1,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it must apply separately to this Contract.

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

1.2 Commercial Automobile and Commercial Umbrella Liability Insurance. The Contractor must maintain Commercial Automobile Liability and, if necessary, Commercial Umbrella Liability insurance with a limit of not less than \$1,000,000 each accident. Such insurance must cover liability arising out of any auto (including owned, hired, and non-owned autos).

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

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

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

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

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

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

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

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

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

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

**ATTACHMENT A- BID SCHEDULE**

IBR#: A000145    IBR Title: SH-3 Trenchless Culvert Install

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

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

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

Provide your fully burdened Total Cost for providing the trenchless culvert replacement specified in this solicitation:

ITEM	LOCATION	COST
1	Mile Post 103.1 as per specifications in this RFQ 18 inch ID X 60 feet long	\$ _____
2	Mile Post 103.5 as per specifications in this RFQ 24 inch ID X 80 feet long	\$ _____
TOTAL COST		\$ _____

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

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

ITB #: A000145 IBR Title: SH-3 Trenchless Culvert Install

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

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

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

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

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

and that \_\_\_\_\_ will subcontract work only to  
(Contractor Name)

subcontractors meeting the requirements of Idaho Code, section 72-1717(1)(a).

\_\_\_\_\_  
Name of Contractor

\_\_\_\_\_  
Address

\_\_\_\_\_  
City and State

By: \_\_\_\_\_  
(Signature)

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, in the year \_\_\_\_\_.  
Commission expires: \_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC, residing at

\_\_\_\_\_

\_\_\_\_\_

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

ATTACHMENT C- SIGNATURE PAGE



Idaho Transportation Department

600 W Prairie Ave
Coeur d'Alene, Idaho 83815

SIGNATURE PAGE for Use with a Submitted IBR 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 or deliver your sealed bid package to: Idaho Transportation Department
ATTN: Shad Flores, Buyer
600 W Prairie Ave
Coeur d'Alene, Idaho 83815

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: A000145 IBR Title: SH-3 Trenchless Culvert Install

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