



Invitation to Bid (ITB) FM72300

Fuel Storage Tank Preparation and Paint Projects – Multiple Locations

IDAHO TRANSPORTATION DEPARTMENT

- **Bonner's Ferry Fuel Site**
- **Banks Fuel Site**
- **Idaho City Fuel Site**
- **Mountain Home Fuel Site**
- **Hailey Fuel Site**
- **Preston Fuel Site**
- **Spirit Lake Fuel Site**
- **Bruneau Fuel Site**
- **Lowman Fuel Site**
- **Riddle Fuel Site**
- **Sublett Fuel Site**
- **Challis Fuel Site**
- **Mackey Fuel Site**

Date of Issuance: July 19, 2022

Administrative Information

ITB Title:	Fuel Storage Tank Preparation and Paint Projects
ITB Project Description:	Preparation and re-painting of rusted Fuel Storage Tanks.
ITB Lead:	<p>Megan Vaudrin, Facilities Management Contracting Officer Idaho Transportation Department 11331 W Chinden Blvd. Bld. 8 Boise, Idaho 83714</p> <p>E-mail: megan.vaudrin@itd.idaho.gov Phone: (208) 334-8606</p>
<p>Submit sealed bid:</p> <p>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 Couriers/Physical Address: 11331 W Chinden Blvd. Bld. 8 Boise, Idaho 83714</p> <p>Mailing Address: PO Box 11 Boise, Idaho 83707</p>
Deadline To Receive Questions:	4:00 p.m. (MT) on August 10, 2022
ITB Closing Date:	2:59:59 p.m. (MT) on August 17, 2022
ITB Opening Date:	<p>3:00 p.m. (MT) on August 17, 2022</p> <p>State of Idaho Chinden Campus Idaho Transportation Dept. 11331 W Chinden Blvd. Bld. 8 Boise, Idaho 83714</p>
Initial Term of Contract and Renewals (service completion):	<p>The service performed under the contract will begin upon ITD's written Notice to Proceed must be completed within 70 days.</p>

CONTENTS

ADVERTISEMENT FOR BIDS	AB - 1
BID BOX LOCATION INFORMATION	BB - 1-3
INSTRUCTIONS TO BIDDERS	ITB - 1-9
SCOPE OF WORK	SOW - 1-4
BID SCHEDULE	BID - 1-2
BID PROPOSAL	BP - 1-3
CONTRACTOR'S AFFIDAVIT CONCERNING ALCOHOL & DRUG-FREE WORKPLACE	BP - 4
BIDDER'S ACKNOWLEDGEMENT STATEMENT	BP - 5-6
AGREEMENT – FIXED PRICE CONSTRUCTION CONTRACT	FPCC - 1-6
CONTRACTOR'S AFFIDAVIT CONCERNING TAXES	AP - 1

PUBLIC NOTICE ADVERTISEMENT - INVITATION FOR BIDS

In accordance with Idaho Code 67-5711, The Idaho Transportation Department will accept sealed bids for ITB No. **FM72300 Fuel Storage Tank Preparation and Paint Projects**. Bid packets will be accepted at the Idaho Transportation Department at 11331 W Chinden Blvd., Bldg. 8, Boise, Idaho, 83714, until 2:59:59 p.m. (MST) on **August 17, 2022** according to the Bid Package Schedule deadline. A public bid opening will be held at the Idaho Transportation Department following the closing time for receipt of bids. Bidders and other properly interested parties are invited to be present at bid opening.

The Invitation to Bid package can be found at the following address: <http://itd.idaho.gov/business/> "Facility Bids" tab.

Each bid must be accompanied by a bid bond with a surety company licensed to do business in Idaho or a certified or cashier's check drawn on an Idaho bank in an amount not less than 5% of the total bid made payable to Idaho Transportation Department. The bidder, in the event of failure to sign the contract or furnish the necessary 100% performance bond and the necessary 100% payment bond, will forfeit this surety.

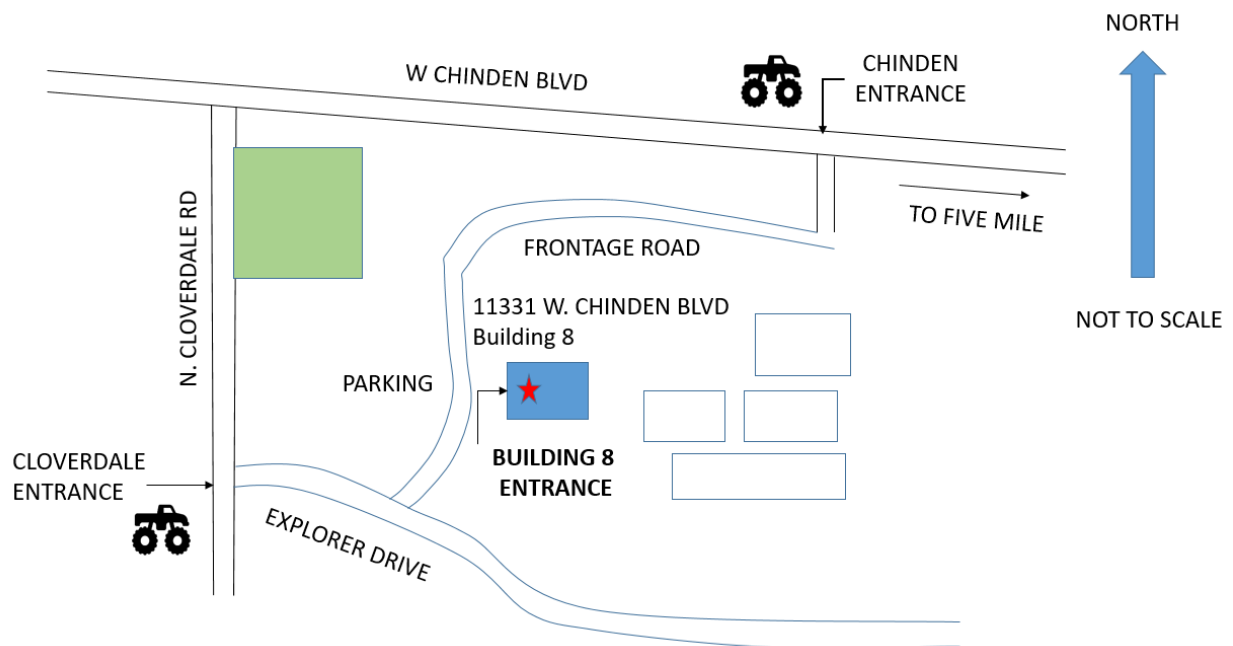
Bidders shall be properly registered in the State of Idaho, in accordance with the Department of Self Governing Agencies as a "Contractor" licensed in the State of Idaho, in accordance with provisions of an act known as "Public Works Contractor's State License Law, Title 54, Chapter 19, Idaho Code Amended". Bidders shall be registered with the Idaho Secretary of State's office to do business in the State of Idaho.

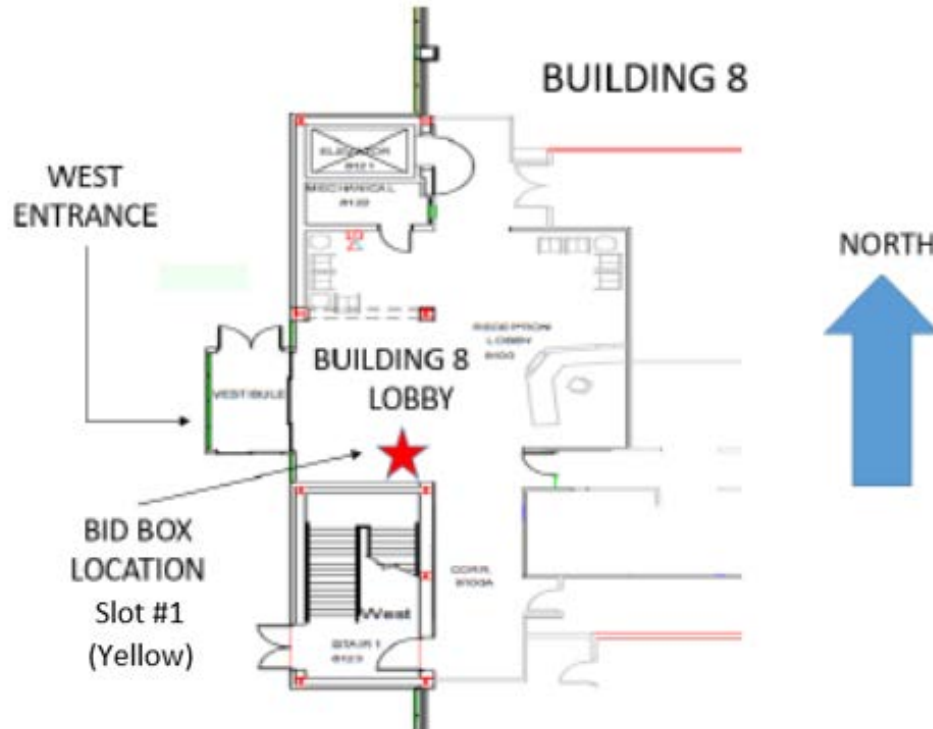
Before any contract is awarded for the work contemplated herein, Idaho Transportation Department shall conduct such investigation, as it deems necessary to determine the performance record and ability of the apparent low bidder to perform the type and size of project specified under this contract. Upon request, the bidder shall submit such information as deemed necessary for such evaluation.

BID BOX AND BID OPENING

RELOCATION TO NEW CAMPUS

EFFECTIVE JUNE 15, 2022 THE ITD BID BOXES AND BID OPENINGS WILL BE LOCATED AT THE STATE OF IDAHO CHINDEN CAMPUS, 11331 W. CHINDEN BLVD., BUILDING #8, BOISE, ID 83714. BID DOCUMENTS MUST BE DELIVERED TO THE NEW LOCATION (SEE BELOW).





EFFECTIVE JUNE 15TH:

BID BOX LOCATION: 11331 W. CHINDEN BLVD, BUILDING #8,
WEST LOBBY SLOT #1 (YELLOW) "**FACILITIES SEALED BIDS**"

USPS DELIVERY ADDRESS: IDAHO TRANSPORTATION
DEPARTMENT, ATTN: ITD FACILITY MANAGMENT, PO BOX 11,
BOISE, ID 83707-0040

FEDEX/UPS/DHL DELIVERY ADDRESS: IDAHO TRANSPORTATION
DEPARTMENT, ATTN: ITD FACILITY MANAGMENT, 11331 W.
CHINDEN BLVD, BUILDING #8, BOISE, ID 83714

BID OPENINGS: 11331 W. CHINDEN BLVD, BUILDING #8,
- CONFERENCE ROOM TO BE DETERMINED

NOTE: IT IS RECOMMENDED THAT USPS MAIL AND FEDEX/UPS DELIVERIES BE RECEIVED AT THE ABOVE LOCATIONS AT LEAST 1 DAY PRIOR TO BID OPENING TO AVOID MISSING THE BID OPENING.

**IF YOU ADDRESS YOUR BIDS TO THE OLD ADDRESS, YOUR BID MAY NOT BE RECEIVED IN TIME FOR THE BID OPENING AND MAY BE DEEMED NON-RESPONSIVE. **

INSTRUCTIONS TO BIDDERS

PURPOSE: The Idaho Transportation Department (ITD) is requesting bids from qualified bidders for the preparation and painting of above ground fuel storage tanks at various fuel sites statewide; for locations listed below, in accordance with the specifications contained herein. Bids will be accepted for individual site locations for total cost of fuel storage tank preparation and paint, per location; this is not an all-or-none award of contract.

GENERAL PROVISIONS

DEFINITIONS: Capitalized terms used in these Instructions to Bidders (“Instructions”) shall have the meaning given to them in the Idaho Transportation Department’ Fixed Price Construction Contract Between Owner and Contractor.

HEADINGS: Headings used in these Instructions are for convenience only.

REJECTION OF BIDS, WAIVER OF INFORMALITIES OR CANCELLATION: Prior to the effective date of a contract, the Administrator of the Idaho Transportation Department shall have the right to accept or reject all bids, to waive any minor deviations/informalities or to cancel the bid.

CONTRACT TIME: The proposed scope of work is estimated to take no more than 70 consecutive calendar days. The contract time shall be 70 consecutive days unless modified by addendum. The owner reserves the right to modify contract time during contract negotiations if proper and reasonable evidence for contract modification has been presented to the owner. Proper and reasonable evidence may be material procurement delays, or anticipated weather delays. No other reasonable evidence may be accepted for contract time extension will be accepted, unless in the best interest of the Idaho Transportation Department.

LIQUIDATED DAMAGES: Liquidated damages will not apply to this project.

BID RECEIPT DATE: All bid packets are to be received at the Idaho Transportation Department (ITD) 11331 W Chinden Blvd., Bldg. 8, in Boise, Idaho on or before 3:00 p.m. (MST) on Wednesday **August 17th, 2022**. Late bids will be rejected and considered invalid. It is the responsibility of the bidder to confirm receipt of bid prior to the bid date. Delays due to mail, traffic, unable to find the address, or delivery to the wrong address will not be reasons for acceptance. Contractor will be responsible for determining the exact location of bid receipt. Bids delivered to any other address or ITD office other than the one stated is not acceptable, and the bid will be determined as a non-conforming bid. Bids cannot be emailed. Bids will only be received in physical form by hand delivery, delivery service, or mail service.

BID OPENING DATE: Idaho Transportation Department will open acceptable bids on Wednesday August 17th, 2022, at 3:00 p.m. (MT). at the Idaho Transportation Department Headquarters (11331 W Chinden Blvd., Bldg. 8, in Boise, Idaho 83714).

ADVERTISEMENT FOR BID: The advertisement for bid will be posted in the following Newspapers:
District 1: Tuesday July 26, 2022, in the Coeur d’Alene Press
District 2: Tuesday July 26, 2022, in the Lewiston Morning Tribune
District 3: Wednesday July 27, 2022, in The Idaho Statesman
District 4: Wednesday July 27, 2022, in The Times-News
District 5: Tuesday July 26, 2022, in the Idaho State Journal
District 6: Tuesday July 26, 2022, in The Post-Register

BID DOCUMENT LOCATION: The bid documents can be found at Idaho Transportation Departments Digital Plan Room at the following address [HTTP://ITD.Idaho.gov/business/](http://ITD.Idaho.gov/business/) “Facility Bids” Tab. All bid documents including project manual, project documents, and addendums will be posted to this plan room under the project name & number. Bid results will be posted to this location as well. The responsibility is on the bidder to use a complete set of bid documents to prepare its bid and neither the Owner nor the Architect and or Owner shall incur any liability for the bidder’s failure to do so. Bidders obtain no ownership interest or any use rights, except to use in preparation of their bid, by issuance of the bid documents.

INQUIRIES: Questions concerning a bid must be directed in writing to the ITD Contact listed below no less than ten (10) calendar days before bids are due unless provided otherwise via an addendum. Oral information is not binding and any reliance by a bidder on any oral information or representation is at the bidder’s sole risk. Any information given a prospective bidder in response to a written question will be provided to all prospective bidders by an addendum, if such information is necessary for purposes of submitting a bid or if failure to give such information would be prejudicial to uninformed bidders. Timely received written questions will be answered via an addendum which will be posted to ITD webpage, “Facility Bids” tab (<http://itd.idaho.gov/business/>). It is the responsibility of the bidder to monitor this website for any updates or addendums.

PUBLIC RECORDS: The Idaho Public Records Law, Title 74, Chapter 1, Idaho Code, allows the open inspection and copying of public records. Public records include any writing containing information relating to the conduct or administration of the public's business prepared, owned, used or retained by a State or local agency regardless of the physical form or character. Unless exempted by the Public Records Law, your bid will be a public record subject to disclosure under the Public Records Law. Any questions regarding the applicability of the Public Records Law should be addressed to your legal counsel prior to submission.

FORM OF AGREEMENT: Unless otherwise specified in the bid documents, the agreement between the successful bidder and the Owner (“State of Idaho”) shall be the Idaho Transportation Department’ Fixed Price Construction Contract between Owner and Contractor.

PERFORMANCE AND PAYMENT BONDS: A performance bond and payment bond are required for this Project, each in an amount of not less than one hundred percent (100%) of the Contract Price. The performance and payment bonds shall be AIA Document A312, 1984 or the most recent Edition, or a standard surety form certified approved to be the same as the AIA A312 form and shall be executed by a surety or sureties reasonably acceptable to the Owner and authorized to do business in the State of Idaho. Bonds must be provided within ten (10) calendar days following receipt of a Notice of Intent to Award.

BID SUBMISSION PROCESS

BID DOCUMENTS: This solicitation is issued by the Idaho Transportation Department via: <http://itd.idaho.gov/business/> “Facility Bids” tab. The Idaho transportation department is the only contact for this solicitation. All correspondence regarding this ITB must be in writing.

Bidders and Sub-bidders shall field verify all dimensions pertaining to the Work and shall be responsible for the determination of all quantities of materials required for the completion of the Work. The bidder shall not rely on the scale drawings of the Bidding Documents in his determination of required materials quantities. No allowance shall be made for Bidder’s failure to field-verify dimensions.

ADDENDA: In the event that it becomes necessary to revise any part of this ITB, addenda will be posted at the website provided 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. A bidder is required to acknowledge receipt of all addenda by identifying the addenda numbers in the space provided on the bid proposal form. Failure to do so may result in the bid being declared non-responsive. No addenda will be issued less than four (4) calendar days before the closing date unless the bid closing date is extended.

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

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

BID FORM: Bids must be submitted on the bid proposal forms, or copies of forms, furnished in this solicitation. Bids submitted must contain all original signatures in ink on the following forms:

- Bid Schedule
- Bid Proposal Form
- Contractor's Affidavit Concerning Alcohol and Drug-Free Workplace
- Bidder's Acknowledgment Statement
- Bid Bond (bid security)

The person signing the Bid Proposal Form must initial any and all changes appearing on any of the bid forms. If the bidder is a corporation or other legal entity, the bid forms must be signed by an authorized designee. Oral, telephonic, telegraphic, facsimile or other electronically transmitted bid forms and/or signatures will not be considered.

BID PRICES: The bid form may require bidders to submit bid prices for one (1) or more items on various bases, including lump sum base bid, lump sum bid alternate prices, unit prices or any combination thereof. Bid amounts shall be expressed in words and numbers. The amount in words shall prevail if there is a discrepancy.

ALTERNATES: If the solicitation includes alternate bid items or unit prices, failure to bid on the alternates or unit prices may disqualify the bid. If bidding on an alternate does not change the base bid, indicate by "No Change." If bidding on all items is not required by the Contract Documents, bidders must affirmatively indicate that they are not bidding on those items.

TIME FOR SUBMISSION: Bids must be submitted on or before the time specified in the advertisement for bids. Any bid submitted late will be rejected.

SEALED ENVELOPE: Bids shall be submitted in a sealed envelope with the following clearly printed on the outside of the envelope: the Project number and Project name; the name and address of the bidder; and a statement, such as "BID ENCLOSED" to indicate that it is a bid.

MAILED BIDS: When bids are mailed or shipped, the sealed envelope containing the bid shall be enclosed in a separate mailing envelope with the notation "SEALED BID ENCLOSED" on the face thereof. If mailed, the mailing envelope shall be addressed as follows:

**Idaho Transportation Department
Megan Vaudrin/ ITD Facility Management
11331 W Chinden Blvd., Bld. 8
Boise, Idaho, 83714**

It is the bidder's responsibility to ensure that its bid is delivered to the place designated for receipt on or before the specified closing time. The Owner assumes no responsibility for delays in the delivery of mail by the U.S. Post Office or private couriers. Bidders should be advised the intra-state mail system may increase delivery time from arrival at Central Postal to the place designated for receipt and should plan accordingly. **LATE SUBMISSIONS WILL BE REJECTED, WILL NOT BE OPENED AND WILL BE RETURNED TO THE BIDDER. NO DEVIATIONS WILL BE ALLOWED.**

BID CLOSING DECLARED: Immediately prior to the bid opening, the Owner's representative will declare the official bid closing. Any part of a bid not received prior to the bid closing declared by the designated representative will not be considered and will be returned to the bidder unopened. All bids shall be taken under advisement.

DRUG-FREE WORKPLACE: Along with its bid, the bidder shall submit an affidavit certifying compliance with Title 72, Chapter 17, 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. The form of affidavit is attached.

ILLEGAL ALIENS: Bidder shall warrant that the bidder does not knowingly hire or engage any illegal aliens or persons not authorized to work in the United States; bidder shall take steps to verify that it does not hire or engage any illegal aliens or persons not authorized to work in the United States; and that any misrepresentation in this regard or any employment of persons not authorized to work in the United States constitutes a material breach and shall be cause for the imposition of monetary penalties and/or termination of any Contract resulting from this bid.

LEGAL RESIDENCY REQUIREMENT: By submitting a bid, the bidder attests, under penalty of perjury, that he (the bidder) is a United States citizen or legal permanent resident or that it is otherwise lawfully present in the United States pursuant to federal law. Prior to being issued a contract, the bidder will be required to submit proof of lawful presence in the United States in accordance with §67-7903, Idaho Code.

BIDDER'S ACKNOWLEDGEMENT STATEMENT: The attached Bidder's Acknowledgement Statement must be completed and included or the bid may be found non-responsive.

PUBLIC WORKS CONTRACTOR'S LICENSE: This Project is not financed in whole or in part by federal funds. Bids will be accepted from those Contractors only (prime contractors, subcontractors and/or specialty contractors) who, prior to the bid opening, hold current licenses as public works contractors in the State of Idaho.

IDAHO PREFERENCE LAW: Section 67-2348, Idaho Code, requires the Idaho Transportation Department to apply a preference in determining which Contractor submitted the lowest responsible bid. If the Contractor who submitted the lowest dollar bid is domiciled in a state with a preference law

that penalizes Idaho domiciled contractors, the Idaho Transportation Department must apply the preference law (percentage amount) of that domiciliary state to that Contractor's bid.

NAMING OF SUBCONTRACTORS: Section 67-2310, Idaho Code, requires general (prime) Contractors to include in their bid the name of the subcontractors who shall, in the event the Contractor secures the Contract, subcontract the plumbing, HVAC, and electrical work under the general (prime) Contract. Failure to name subcontractors as required by this section shall render any bid submitted by a general (prime) Contractor nonresponsive and void. Subcontractors named in accordance with the provisions of this section must possess an appropriate license or certificate of competency issued by the State of Idaho covering the Contractor work classification in which the subcontractor is named.

The Idaho Transportation Department interprets Section 67-2310, Idaho Code, to mean three (3) separate areas of work: plumbing work, HVAC, and electrical work. The Idaho Transportation Department also requires that the general (prime) Contractor name the entity that will perform the Work, including if the entity is a subcontractor, a sub-subcontractor or the general (prime) Contractor submitting the bid. Failure to complete the Bid Proposal in full shall render a bid nonresponsive and void.

With regard to possessing an appropriate license or certificate of competency, all subcontractors listed by the general (prime) Contractor must have at the time of the bid opening a current license in the appropriate category (class, type and specialty category) as issued by the Public Works Contractors State License Board. In addition, plumbing, HVAC and electrical subcontractors shall have at the time of the bid opening a valid plumbing contractor's license, HVAC contractor's license or electrical contractor's license, respectively, as issued by the Idaho Division of Building Safety.

In determining if the above listed subcontractors are required on the Project, the Idaho Transportation Department will refer to the plans and specifications. If doubt exists prior to bid closing, potential bidders should contact the Idaho Transportation Department and the Design Professional who prepared the plans and specifications will be requested to make the determination. If plumbing, HVAC or electrical work are not shown on the plans and specifications, but are discovered by the bidder prior to the date of bid opening, then the bidder must request clarification from the Design Professional. Absent such clarification, Work will be considered incidental and naming of a subcontractor will not be required.

BID SECURITY AND BOND REQUIREMENTS

AMOUNT AND FORM OF SECURITY: To be considered, bids must be accompanied by an acceptable bid security in an amount not less than five percent (5%) of the total amount of the bid, including additive alternates. The security may be in the form of a bond or a certified or cashier's check. A standard surety bid bond form meeting all the conditions of AIA Document A310 is acceptable and, if used, must include a certified and current copy of the power of attorney if the bond is executed by the attorney-in-fact on behalf of the surety.

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

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 for each contract to be awarded. Payment Bonds and Performance Bonds are required for all Public Works contract with contract values equal to or greater than \$50,000 in accordance to 54-4512, Idaho Code.

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.

FORFEITURE: A successful bidder who fails to sign the Contract for the Work or furnish the required bonds within ten (10) calendar days following the receipt of notice of intent to award a Contract is subject to forfeiture in accordance with Section 54-1904E, Idaho Code.

RETENTION OF SECURITY: Bid security shall be retained for no more than forty-five (45) calendar days after the opening of bids, so long as the bidder has not been notified of the acceptance of the bid.

BID WITHDRAWAL

PRIOR TO BID CLOSING: If a bid has been submitted, it may be withdrawn in person by a bidder's authorized representative before the opening of the bids. A bidder's representative will be required to show identification and sign on a bid summary sheet before it will be released. After bid closing, no bid may be withdrawn except in strict accordance with these Instructions or applicable law.

BID MODIFICATION

PRIOR TO BID CLOSING: If a bid has been submitted, it may be modified by the submission of a written document contained in a separate sealed envelope marked "Bid Modification from [Name of Bidder] for ITD Project No: FM72300 Fuel Storage Tank Preparation and Paint Projects." **THE DOCUMENT MODIFYING THE BID MUST BE SIGNED IN INK BY AN AUTHORIZED REPRESENTATIVE OF THE SUBMITTING BIDDER. THE IDAHO TRANSPORTATION DEPARTMENT RESERVES THE RIGHT TO REQUIRE PRESENTATION OF EVIDENCE SATISFACTORY TO IT TO ESTABLISH THE AUTHORITY TO ACT ON BEHALF OF THE SUBMITTING BIDDER. NO OTHER FORM OF MODIFICATION (INCLUDING TELEPHONE, FACSIMILE OR ELECTRONIC MAIL) WILL BE ACCEPTED. AFTER BID CLOSING, NO BID MAY BE MODIFIED EXCEPT IN STRICT ACCORDANCE WITH THESE INSTRUCTIONS OR APPLICABLE LAW.**

RELIEF FROM BIDS

CONDITIONS FOR RELIEF: Relief from bids is subject to Sections 54-1904B through 54-1904E, Idaho Code. In the event a bidder discovers a mistake in its bid following the bid opening and wishes to withdraw its bid, the bidder shall establish to the satisfaction of the Owner, pursuant to Section 54-1904C, Idaho Code, that a clerical or mathematical mistake was made; the bidder gave the public entity (Owner) written notice within five (5) calendar days after the opening of the bid of the mistake, specifying in the notice in detail how the mistake occurred; and the mistake was material.

DETERMINATION: If the Owner determines that the bidder has satisfied the requirements of Section 54-1904C, Idaho Code, to entitle it to relief from a bid because of a mistake, it shall prepare a report in writing to document the facts establishing the existence of each required element. The report shall be available for inspection as a public record and shall be filed with the public entity soliciting bids. A bidder claiming a mistake and satisfying all the required conditions of Section 54-1904C, Idaho Code, shall be entitled to relief from the bid and have any bid security returned by the Owner. Bidders not satisfying the conditions of Section 54-1904C, Idaho Code shall be subject to forfeiture in accordance with Section 54-1904B, Idaho Code. A bidder who claims a mistake or who forfeits its bid security shall be prohibited from participating in any re-bidding of that project on which the mistake was claimed or security forfeited and the Owner may award the Contract to the next lowest responsive and responsible bidder.

BIDDER'S REPRESENTATIONS

REPRESENTATIONS UPON SUBMITTING A BID: By submitting its bid, a bidder represents and warrants the following:

1. The person signing the bid is authorized to bind the bidder;
2. It has all required licenses, permits or other authorizations necessary to submit its bid;
3. It has taken steps necessary to ascertain the nature and location of the Work and has investigated and satisfied itself as to the general and local conditions which can affect the Work or its cost, including but not limited to: (i) conditions bearing upon transportation, disposal, handling and storage of materials; (ii) the availability of labor, water, natural gas, electric power and roads; (iii) uncertainties of weather, river stages or similar physical conditions at the site; (iv) the conformation and conditions of the ground; and (v) the character of equipment and facilities needed preliminary to and during the Work;
4. It has satisfied itself as to character, quality and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including exploratory work done by the Owner as well as from the drawings and specifications provided as part of the bid package, and that any failure of the bidder to take such actions will not relieve the bidder from responsibility for estimating properly the difficulty and cost of successfully performing the Work;
5. It has received, read and reviewed the Contract, has submitted any questions in writing regarding the same and has received an answer to such questions;
6. Its bid is based upon the requirements of the Contract without exception;
7. It is in compliance with Title 72, Chapter 17, Idaho Code, regarding a drug-free workplace and has included the required affidavit regarding the same;
8. Its bid is in compliance with employment of persons authorized to work in the United States;
9. It will retain bid security and hold and honor all base bid prices for forty-five (45) calendar days from the date of bid opening, and cannot be withdrawn after the bid opening;
10. Its bid prices shown for each item on the bid proposal form include all labor, material, equipment, overhead and compensation to complete all of the Work for that item; and
11. It has included in its bid amount Idaho sales and/or use taxes on all materials and equipment and all other taxes imposed by law.

RECORD OF PUBLIC BID OPENING 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/> "Facility Bids" 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.

BID AWARD

AWARD: Individual Awards will be made to the lowest responsive, responsible bidder(s) with the lowest Total Cost per location, as provided on the Bid Schedule. Site locations are being bid and awarded independently as noted by designation:

FM12304 Bonner’s Ferry;	FM12305 Spirit Lake;	FM32307 Banks;
FM32308 Bruneau;	FM32309 Idaho City;	FM32310 Lowman;
FM32311 Mountain Home;	FM32312 Riddle;	FM42308 Hailey;
FM42309 Sublett;	FM52308 Preston;	FM62309 Challis;
FM62310 Mackey.		

DETERMINATION OF RESPONSIBILITY: The Owner reserves the right to make reasonable inquiry about or from the submitting bidder or from third parties to determine the responsibility of a submitting bidder. Such inquiry may include, but not be limited to, inquiry regarding experience and expertise related to the Project, manpower and other resources, financial stability, credit ratings, references, potential subcontractors and past performance. The unreasonable failure of a submitting bidder to promptly supply any requested information may result in a finding of non-responsibility.

EXECUTION / AWARD OF THE CONTRACT The award of contracts, if awarded, will be made within 10 calendar days after the Intent to Award Notice letter has been mailed to the lowest responsive bidder whose bid complies with all requirements prescribed. However, the award may be deferred beyond 10 calendar days by mutual written agreement between the Department and the lowest responsive bidder.

The contract shall be signed by the lowest responsive responsible bidder and returned within 10 calendar days after the bidder has received the contract. If the contract is not executed by the State within 10 calendar days following receipt from the bidder of the signed contracts, the bidder shall have the right to withdraw their bid without penalty. No contract shall be considered as effective until it has been fully executed by all of the parties thereto.

FAILURE TO EXECUTE CONTRACT Failure to execute the contract, file acceptable bonds and submit acceptable evidence, if required by contract, of good faith efforts to obtain participation by disadvantaged businesses within 10 calendar days after the contract has been received by the bidder shall be just cause for the cancellation of the award of contract and the forfeiture of the proposal guaranty which shall become the property of the state, not as a penalty, but in liquidation of damages sustained. Award may then be made to the next lowest responsible bidder or the work may be re-advertised and constructed under contract or otherwise, as the state may decide.

INCURRING COSTS: The Owner is not liable for any cost incurred by bidders prior to the Notice to Proceed.

PRIOR ACCEPTANCE OF DEFECTIVE BIDS OR PROPOSALS: The Owner generally will not completely review or analyze bids that appear to fail to comply with the requirements of the bid documents, nor will the Owner generally investigate the references or qualifications of those who submit such bids. Therefore, any acknowledgment that the selection is complete shall not operate

as a representation by the Owner that an unsuccessful bid was responsive, complete, sufficient or lawful in any respect.

POST-AWARD SUBMITTALS: Upon receipt of a Notice of Intent to Award, the apparent low responsive and responsible bidder shall provide documentation required in such Notice. Such Notice of Intent to Award shall generally require the bidder to return to the Owner, within ten (10) days of receipt, a signed Contract, all required bonds, proof of insurance and documentation required by the Idaho State Tax Commission (report and affidavit).

MATERIAL COST INCREASE & MATERIAL SCHEDULE DELAYS

MATERIAL DELAYS: Delays as a result of unavoidable production or delivery times shall be cause for contract time extensions. Contract price will not be adjusted because of delayed material delivery. To extend the contract time, contractor shall submit documentation from the manufacture as proof of material lead times. Such documentation shall include but not be limited to, order receipt & confirmation with date, confirmation of shipment date, receipt of material receipt.

MATERIAL PRICES: Material price increases because of unavoidable vendor supply cost increases shall be cause for contract amount increases. Contractor must prove to the owner that a material price had increased out of their control between the time of bid and the time of ordering the material. Evidence of such increases must be submitted to the owner and shall include but not limited to the following: original vendor bid with a date of on or before date of bid, order information with material cost at the time of ordering.

END OF INSTRUCTION

SCOPE OF WORK

DESCRIPTION: The Idaho Transportation Department (ITD) requires preparation and painting of above ground fuel storage tanks at various fuel sites statewide. Materials and service required are listed in the detailed scope of work below.

Contact information, fuel site location, and approximate surface area measurements for above ground tanks are included below.

Work will be coordinated and scheduled with the ITD Project Manager and the Maintenance Facility contact upon award of quote. The Contractor will notify the ITD Project Manager of any issues (including weather) affecting the start and completion dates of this project. Both parties will review the concerns and agree on a new schedule if necessary.

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.

WORK NOT NOTED, DETAILED, OR SPECIFIED: All work required for complete installation or assembly shall be included in the Contractor's bid. Where minor portions of required work are not noted, detailed, or specified, such work shall be done in accordance with proven construction practice or accepted industry standards at no additional cost to the owner. The contractor shall be held responsible for verification of existing job conditions prior to bid. No additional cost shall be awarded to the successful contractor (or their subcontractors) after bids have been submitted and contracts awarded for failure to verify existing field conditions. Discrepancies or questions arising between actual field conditions and contract documents must be submitted in accordance with Instructions to Bidders Section for Inquiries.

DEPARTMENT RESPONSIBILITY: ITD will remove and replace barriers as required

CONTRACTOR RESPONSIBILITY

- a. Preparation Requirements:
 - i. Contractor shall remove decals from all surfaces of the tank.
 - ii. Contractor shall use suitable protective devices to prevent damage to surrounding equipment and structures during preparation and painting of tank.
 - iii. Surface of tank to be painted shall be thoroughly hand or power tool cleaned according to SSPC-SP2 or SP3. Wire brushes, hand scraping tools or sandpaper shall be used to remove all decal adhesive, dirt, oil, grease, rust or mill scale.

- b. Painting Requirements:
 - i. Cleaned surfaces of the tank shall be primed the same day cleaning is done unless otherwise authorized.
 - ii. The steel shall be primed with an alkyd or modified alkyd paint containing a rust inhibitor and a minimum of 46% solids by volume.
 - iii. The topcoat shall be a white polyurethane enamel product. The topcoat shall contain a minimum of 43% solids by volume. Both primer and topcoat shall be lead, chromate, and cadmium free.

- iv. Application of the prime coat(s) shall result in a minimum of 50 microns and a maximum of 100 microns dry film thickness. Field coats shall result in a total system dry film thickness of not less than 125 microns.
- c. Finish Work Requirements:
 - i. ITD shall replace all safety and hazardous materials decals according to NFPA 704 requirements.
 - ii. Contractor shall remove all protective devices and debris, including sand disbursed during tank cleaning process, from fuel site.

HOURS WORKED: Regular or normal business work hours are defined to be business hours worked between 8:00 am to 5:00 pm, Monday – Friday. However, some sites may work four (4) ten (10) hour days, making normal work hours at those sites 6:00 am to 5:00 pm, Monday – Thursday.

ALL work performed by the Contractor will be completed during regular or normal working hours for the staff at each fuel site.

METHOD OF AWARD: Award will be by site to the lowest responsive, responsible bidder(s) with the lowest Total Cost per location. Multiple contracts may be awarded. Site locations are being bid and awarded independently

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

FULLY BURDENED COST: Provide your fully burdened Total Cost per location on the Bid Schedule.

CONTRACT TIME: The proposed scope of work is estimated to take no more than 70 consecutive calendar days. The contract time shall be 70 consecutive days unless modified by addendum. The owner reserves the right to modify contract time during contract negotiations if proper and reasonable evidence for contract modification has been presented to the owner. Proper and reasonable evidence may be material procurement delays, or anticipated weather delays. No other reasonable evidence may be accepted for contract time extension will be accepted, unless in the best interest of the Idaho Transportation Department.

SITE LOCATIONS

Bonner's Ferry – FM12304

Site Address: US-95 MP 505, Bonners Ferry, ID 83805
On Site Contact: George Shutes
Office Number: 208-627-3531
Existing Fuel Site Description: Tank – Above ground storage split tank (3,000 gallon diesel & 1,000 gallon unleaded). Dimensions are approximately 7' X 7' X 21'.

Spirit Lake – FM12305

Site Address: State Highway 41, MP 18.6, Spirit lake, ID 83869
On Site Contact: Ryan Crabtree
Office Number: 208-772-1235
Tank Information: Tank – Above ground storage split tank (3,000 gallon diesel & 1,000 gallon unleaded). Dimensions are approximately 7' X 7' X 21'.

Banks – FM32307

Site Address: State Highway 55, MP 79 HC-76, Banks, ID 83602
On Site Contact: David Dansereau
Office Number: 208-334-8348
Existing Fuel Site Description: Tank – Above ground storage split tank (3,000 gallon diesel & 1,000 gallon unleaded). Dimensions are approximately 7' X 7' X 21'.

Bruneau – FM32308

Site Address: State Highway 51, Bruneau, ID 83604 (In Town)
On Site Contact: David Dansereau
Office Number: 208-334-8348
Existing Fuel Site Description: Tank – Above ground storage split tank (1,500 gallon diesel & 500 gallon unleaded). Dimensions are approximately 16' x 6' x 6'.

Idaho City – FM32309

Site Address: SH-21 MP 39, Idaho City, ID 83631
On Site Contact: David Dansereau
Office Number: 208-334-8348
Existing Fuel Site Description: Tank – Above ground storage split tank (4,500 gallon diesel & 1,500 gallon unleaded). Dimensions are approximately 19' X 9' X 9'.

Lowman – FM32310

Site Address: Hwy. 21, MP 72.5, Lowman, ID 83637
On Site Contact: David Dansereau
Office Number: 208-334-8348
Existing Fuel Site Description: Tank – Above ground storage split tank (3,200 gallon diesel & 2,000 gallon unleaded). Dimensions are approximately 13' X 11' X 7'.

Mountain Home – FM32311

Site Address: I-84 Exit 90, Mountain Home, ID 83647
On Site Contact: David Dansereau
Office Number: 208-334-8348
Existing Fuel Site Description: Tank – Above ground storage split tank (3,200 gallon diesel & 2,000 gallon unleaded). Dimensions are approximately 13' X 11' X 7'.

Riddle – FM32312

Site Address: SH-51 MP 11, Riddle, ID 83604
On Site Contact: David Dansereau
Office Number: 208-334-8348
Existing Fuel Site Description: Tank – Above ground storage split tank (1,500 gallon diesel & 500 gallon unleaded). Dimensions are approximately 16' x 6' x 6'.

Hailey – FM42308

Site Address: State Highway 75, MP 118.25, Bellevue, ID 83313
On Site Contact: Shawn Webb
Office Number: 208-886-7808
Existing Fuel Site Description: Tank – Above ground storage tanks (4,000 gallon diesel & 1000 gallon unleaded). Dimensions are approximately 17' x 7'7" x 8'

Sublett – FM42309

Site Address: 2900 E. 1400 S., Malta, ID 83342
On Site Contact: Shawn Webb
Office Number: 208-886-7808
Existing Fuel Site Description: Tanks – Two above ground storage tanks (one 2,000 gallon diesel, & one split 1,000 gallon diesel/1,000 gallon unleaded). Dimensions are approximately 16' X 7' X 5'.

Preston – FM52308

Site Address: 264 East 8 North, Preston, ID 83263
On Site Contact: Jerry Bauer
Office Number: 208-201-3308
Existing Fuel Site Description: Tank – Above ground storage tanks (3000 gallons diesel & 1000 gallons unleaded). Dimensions are approximately 7' X 7' X 21'.

Challis – FM62309

Site Address: SH- 93 MP 247, Challis, ID 83226
On Site Contact: Dalton Rice
Office Number: 208-745-5644
Existing Fuel Site Description: Tank – Above ground storage split tank (2,000 gallon diesel & 500 gallon unleaded). Dimensions are approximately 16' X 6' X 6'.

Mackay – FM62310

Site Address: SH-93 MP 109.1, Mackay, ID 83251
On Site Contact: Dalton Rice
Office Number: 208-745-5644
Existing Fuel Site Description: Tank – Above ground storage tank (2,000 gallon diesel only). Dimensions are approximately 16' X 6' X 6'.

BID SCHEDULE

Provide your fully burdened Total Cost for Fuel Storage Tank Preparation and Painting, per location, specified in this solicitation:

Note: Contracts will be awarded individually and are being bid independently for each site location, with Total Cost. You may bid on one, or as many sites as you choose.

ITEM	DESCRIPTION	Total Cost for Site Location
1	Bonnors Ferry <ul style="list-style-type: none"> • Clean and prepare all surfaces of fuel tank • Prime and paint all surfaces of fuel tank • Clean up fuel site 	\$ _____
2	Spirit Lake <ul style="list-style-type: none"> • Clean and prepare all surfaces of fuel tank • Prime and paint all surfaces of fuel tank • Clean up fuel site 	\$ _____
3	Banks <ul style="list-style-type: none"> • Clean and prepare all surfaces of fuel tank • Prime and paint all surfaces of fuel tank • Clean up fuel site 	\$ _____
4	Bruneau <ul style="list-style-type: none"> • Clean and prepare all surfaces of fuel tank • Prime and paint all surfaces of fuel tank • Clean up fuel site 	\$ _____
5	Idaho City <ul style="list-style-type: none"> • Clean and prepare all surfaces of fuel tank • Prime and paint all surfaces of fuel tank • Clean up fuel site 	\$ _____
6	Lowman <ul style="list-style-type: none"> • Clean and prepare all surfaces of fuel tank • Prime and paint all surfaces of fuel tank • Clean up fuel site 	\$ _____
7	Mountain Home <ul style="list-style-type: none"> • Clean and prepare all surfaces of fuel tank • Prime and paint all surfaces of fuel tank • Clean up fuel site 	\$ _____
8	Riddle <ul style="list-style-type: none"> • Clean and prepare all surfaces of fuel tank • Prime and paint all surfaces of fuel tank • Clean up fuel site 	\$ _____
9	Hailey <ul style="list-style-type: none"> • Clean and prepare all surfaces of fuel tank • Prime and paint all surfaces of fuel tank 	\$ _____

	<ul style="list-style-type: none"> Clean up fuel site 		
10	Sublett <ul style="list-style-type: none"> Clean and prepare all surfaces of fuel tank Prime and paint all surfaces of fuel tank Clean up fuel site 		\$ _____
11	Preston <ul style="list-style-type: none"> Clean and prepare all surfaces of fuel tank Prime and paint all surfaces of fuel tank Clean up fuel site 		\$ _____
12	Challis <ul style="list-style-type: none"> Clean and prepare all surfaces of fuel tank Prime and paint all surfaces of fuel tank Clean up fuel site 		\$ _____
13	Mackay <ul style="list-style-type: none"> Clean and prepare all surfaces of fuel tank Prime and paint all surfaces of fuel tank Clean up fuel site 		\$ _____

THIS ATTACHMENT MUST BE COMPLETED AND RETURNED WITH RESPONSE

BID PROPOSAL

TO: STATE OF IDAHO
IDAHO TRANSPORTATION DEPARTMENT

Gentlemen:

The Bidder, in compliance with your Invitation for Bids for the construction of FM72300, Fuel Storage Tank Preparation and Paint Projects having examined the bidding and Contract Documents and the site of the proposed Work, and being familiar with all of the conditions surrounding the construction of the proposed Project, including the availability of materials and labor, hereby proposes to furnish all labor, materials and supplies and to provide the service and insurance in accordance with the Contract Documents, within the time set forth therein, and at the prices stated below. These prices are to cover all expenses incurred in performing the Work required under the Contract Documents.

Bidder hereby agrees to commence Work under this Contract on a date to be specified in the written "Notice to Proceed" of the Owner and to substantially complete the Project within 70 consecutive calendar days thereafter, as stipulated in the specifications.

Bidder acknowledges receipt of Addenda No. _____.
(List all Addenda)

BASE PROPOSAL: Bidder agrees to perform all of the base proposal Work described in the specifications as identified on the Bid Schedule.

Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informality in the bidding.

The bidder agrees that this bid shall be good for a period of forty-five (45) calendar days after the scheduled opening time for receiving bids.

Upon receipt of written Notice of Intent to Award of this bid, Bidder will execute the formal Contract within ten (10) calendar days and deliver a Surety Bond or Bonds as required by paragraph "Performance and Payment Bonds" first page (ITB-1) of the Instructions to Bidders.

The bid security in the amount of five percent (5%) of the bid amount is to become the property of the Owner, in the event the Contract and bond are not executed within the time set forth, as liquidated damages for the delay and additional expense to the Owner caused thereby.

The names and addresses of the entities who will perform the Work identified below, subject to approval of Owner, if Undersigned is awarded the Contract, are as follows:

Plumbing

(Name) _____

(Address) _____

Idaho Public Works Contractors License No. _____

Idaho Plumbing Contractors License No. _____

Heating, Ventilating & Air Conditioning

(Name) _____

(Address) _____

Idaho Public Works Contractors License No. _____

Idaho HVAC Contractors License No. _____

Electrical

(Name) _____

(Address) _____

Idaho Public Works Contractors License No. _____

Idaho Electrical Contractors License No. _____

FAILURE TO NAME A PROPERLY LICENSED SUBCONTRACTOR WHEN APPLICABLE IN EACH OF THE ABOVE CATEGORIES WILL RENDER THE BID UNRESPONSIVE AND VOID.

Should the listing of subcontractors change due to selection of alternates or other similar circumstances, attach explanation.

Bidder warrants that bid has been prepared and that any contract resulting from acceptance of this bid is subject to the Fixed Price Construction Contract.

The undersigned notifies that it is of this date duly licensed as an Idaho Public Works Contractor and further that it possesses Idaho Public Works Contractor's License No. _____, or that it and its subcontractors shall have secured a Public Works Contractor's License at or prior to award and execution of the Contract for construction and is domiciled in the State of _____.

Dated this _____ day of _____, _____.
(date) (month) (year)

Respectfully submitted by:

(Contractor's Name- Typed)

SEAL
(Seal - if bid is by a corporation)

(Street or PO Address)

(City, State and zip code)

(Authorized Signature)

(Title)

(Telephone Number)

(FAX Number)

(Email Address)

(EIN)

Have you remembered to include bid security (bid bond or a certified or cashier's check), Contractor's Affidavit Concerning Alcohol and Drug-Free Workplace and a signed copy of the Bidder's Acknowledgment Statement with your bid?

Execute and Submit with Bid

**CONTRACTOR'S AFFIDAVIT
CONCERNING ALCOHOL AND DRUG-FREE WORKPLACE**

STATE OF _____

COUNTY OF _____

Pursuant to the Section 72-1717, Idaho Code, I, the undersigned, being duly sworn, depose and certify that _____ is in compliance with the provisions of Section 72-1717, Idaho Code; that _____ provides a drug-free workplace program that complies with the provisions of Title 72, Chapter 17, Idaho Code, and will maintain such program throughout the life of a state construction contract; and that _____ shall subcontract Work only to subcontractors meeting the requirements of Section 72-1717(1)(a), Idaho Code.

Name of Contractor

Address

City and State

By: _____
(Signature)

Subscribed and sworn to before me this _____ day of _____, _____.

NOTARY PUBLIC
Residing at: _____
Commission expires: _____

FAILURE TO EXECUTE THIS AFFIDAVIT AND SUBMIT IT ALONG WITH YOUR BID SHALL MAKE YOUR BID NON-RESPONSIVE.

Execute and Submit with Bid

BIDDER'S ACKNOWLEDGMENT STATEMENT

NOTE: THE INFORMATION CONTAINED HEREIN IS A SUMMARY OF VITAL CONTRACT PROVISIONS AND DOES NOT CHANGE THE CONTRACT DOCUMENTS THAT WILL GOVERN THIS PROJECT.

ITB number: FM72300, Fuel Storage Tank Preparation and Paint Projects

By submitting a bid for this Project, the undersigned bidder agrees that, if awarded the Contract for construction, Contractor will conform to all conditions and requirements of the Contract, including but not limited to:

- Contractor agrees to comply with conditions pertaining to Sections 44-1001 and 44-1002, Idaho Code, requiring the employment of ninety-five percent (95%) bona fide Idaho residents and providing for a preference in the employment of bona fide Idaho residents and regarding the employment of persons not authorized to work in the United States.
- Contractor will substantially complete the Work within the time stated in the Contract Documents, or as modified by Change Order(s).
- If the Contractor fails to substantially complete the Project within the time stated in the Contract Documents, or as modified by Change Order, the Contractor agrees that the Owner may deduct from the Contract amount liquidated damages in the amount per calendar day, indicated in the Contract Documents, times the number of calendar days until the Project is Substantially Complete, as defined in the Contract Documents and as determined by the Design Professional.
- The Contractor agrees that the amount allowed for overhead and profit on any Change Order is limited to the amounts indicated in subparagraph 16.3.11 of the Fixed Price Construction Contract between Owner and Contractor.
 1. For total changes the amount allowed for overhead, profit, bonds and insurance for the Contractor and all subcontractors of any tier combined shall not exceed fifteen percent (15%) of direct costs; or
 2. The Contractor will determine the amount of overhead and profit to be apportioned between the Contractor and its subcontractor of allowable amounts of overhead, profit, bonds and insurance.
- The Contractor agrees that Change Orders are governed by the Fixed Price Construction Contract between Owner and Contractor General Conditions of the Contract for Construction including as follows:
 1. By the execution of a Change Order, the Contractor agrees and acknowledges that it has had sufficient time and opportunity to examine the change in Work which is the subject of the Change Order and that it has undertaken all reasonable efforts to discover and disclose any concealed or unknown conditions which may, to any extent, affect the Contractor's ability to perform in accordance with the Change Order. Aside from those matters specifically set forth in the Change Order, the Owner shall not be obligated to make any adjustments to either the Contract Sum or Contract Time by reason of any conditions affecting the change in Work addressed by the

Change Order that could have reasonably been discovered or disclosed by the Contractor's examination.

2. Any Change Order fully executed by the Owner, Contractor and Design Professional, including but not limited to, a Change Order arising by reason of the parties' mutual agreement or by mediation, shall constitute a final and full settlement of all matters relating to or affected by the change in the Work, including but not limited to, all direct and consequential costs associated with such change and any and all adjustments to the Contract Price and Contract Time. In the event a Change Order increases the Contract Price, the Contractor shall include the Work covered by such Change Order in the Application for Payment as if such Work was originally part of the Project and Contract Documents.

FAILURE TO EXECUTE THIS ACKNOWLEDGMENT MAY MAKE YOUR BID NON-RESPONSIVE.

I, _____, being duly authorized to bind the
(type or print name of individual)

bidder, _____, does hereby certify that I have fully read
(type or print name of company)
and understand this document and that it highlights certain parts of the Contract that will be entered between the parties and that will govern this Project.

Authorized Signature: _____

Title: _____

Date: _____

END OF BIDDER'S ACKNOWLEDGMENT STATEMENT

**IDAHO TRANSPORTATION DEPARTMENT
FIXED PRICE CONSTRUCTION CONTRACT
BETWEEN OWNER AND CONTRACTOR**

ITD PROJECT NO. FMXXXXX
Name of Project
Idaho Transportation Department
Address
City, State Zip

**FIXED PRICE CONSTRUCTION CONTRACT
BETWEEN OWNER AND CONTRACTOR**

THIS FIXED PRICE CONSTRUCTION CONTRACT BETWEEN OWNER AND CONTRACTOR (the "Contract") is by and between the State of Idaho, Idaho Transportation Department ("ITD" or the "Owner") and [name of contractor company] (the "Contractor") and is for the construction of the project (the "Project") identified as ITD Project No. [FMXXXX], as more fully described in Exhibit A, and incorporated herein by reference. This Contract shall be effective on [Day] of August, 2022, when executed by both parties.

Contract Not to Exceed Amount \$ [Bid Amount]

Contractor Mailing Address: [Contractor Street Address]
[City, State Zip Code]

Contractor Contact Person: [Contractor contact]

Phone: [Contractor phone number]

Email: [Contractor email]

The Contract, including any files attached, constitutes the State of Idaho Transportation Department acceptance of your signed bid for the above referenced solicitation number, which submission is incorporated herein by reference as though set forth in full. In the event of any inconsistency, unless otherwise provided herein, such inconsistency shall be resolved by giving precedence in the following order:

This agreement;
The Contractors Bid Proposal

Scope of Work: The Contractor agrees to undertake performance of this Contract under the terms and conditions set forth in this agreement. The Contractor agrees to provide, ITD agrees to accept the services detailed in as follows:

[Project Site Specifics]

Changes to contract: Any changes to the scope of work that result in a change of contract amount and/or completion date change will require written pre-approval by both the ITD Field Representative and ITD Contracting Officer BEFORE proceeding with any additional work or any variations in specified materials. Once approved, change order is requested and if approved a Change Order will be prepared by ITD and signed by the Contractor and ITD, stating their mutual agreement. ITD will not pay for verbal change orders.

Bonds: The lowest responsive, responsible bidder shall furnish a performance bond and a payment bond each in the amount of the contract. Payment Bonds and Performance Bonds are required for all Public Works with a contract values equal to or greater than \$50,000 in accordance to 54-4512, Idaho Code.

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

AGREEMENT

FPCC-2

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.

Insurance Requirements: Within fifteen (10) calendar days of notification of award (or such other time as designated by the Purchasing Activity), the apparent successful bidder must provide certificates of insurance required herein and must maintain the insurance during the life of the Contract. There are no provisions for exceptions to this requirement. Failure to provide the certificates of insurance within the fifteen (10) calendar day period may be cause for your bid to be declared non-responsive or for your contract to be cancelled.

Contractor shall obtain and maintain insurance at its own expense as required herein for the duration of this Agreement, and comply with all limits, terms and conditions stipulated. Policies shall provide, or be endorsed to provide, all required coverage. Contractor shall provide certificates of insurance or certified endorsements as applicable for the insurance required. Contractor shall not commence work under this Agreement until satisfactory evidence of all required insurance is provided to the State.

All insurance, except for Workers Compensation shall be endorsed to name the State of Idaho and the Idaho Department of Transportation as Additional Insured.

All insurance shall be with insurers rated A-, VII, or better in the latest Bests Rating Guide, and be in good standing and authorized to transact business in Idaho. The coverage provided by such policies shall be primary. Policies may contain deductibles, but such deductibles shall not be deducted from any damages due the State.

If any of the liability insurance required for this Agreement is arranged on a "claims-made" basis, then "tail coverage" will be required at the completion or termination of this Agreement for a duration of twenty-four (24) months thereafter. Continuous "claims-made" coverage will be acceptable in lieu of "tail-coverage" provided the retroactive date is on or before the effective date of this Agreement, or twenty-four months "prior acts" coverage is provided. Contractor will be responsible for furnishing certification of "tail coverage" or continuous "claims-made" coverage.

By requiring insurance herein, the State does not represent that coverage and limits will necessarily be adequate to protect Contractor, and such coverage and limits shall not be deemed as a limitation on Contractor's liability under the indemnities granted to the State.

Contractor shall maintain insurance in amounts not less than the following;

Commercial General and Umbrella Liability Insurance

Contractor shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a combined single limit of not less than \$1,000,000 each occurrence, \$2,000,000 annual aggregate. The CGL shall be written on standard ISO occurrence form (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury, advertising injury, and liability assumed under an insured contract including the tort liability of another assumed in a business contract.

Automobile Insurance

The Contractor shall maintain automobile liability insurance which shall provide a minimum \$500,000 combined single limit per occurrence and shall include coverage for owned, non-owned, and hired automobiles.

Worker's Compensation Insurance

The Contractor shall maintain worker's compensation insurance in amounts as required by statute in all states in which the Contractor performs work, and employer's liability insurance with a limit of \$100,000 Bodily Injury by Accident each Accident; \$100,000 Bodily Injury by Disease – each employee; and \$500,000 Bodily Injury by Disease – Policy Limit.

The Contractor shall require all subcontractors utilized in performance of this Agreement to provide certificates of insurance to the State evidencing insurance coverage with the required additional insured endorsements as set forth in the preceding paragraphs.

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.

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.

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.

ITD Contact Information

ITD Project Manager:

Judi Conner
Program Manager
Idaho Transportation Department
3311 W. State Street, Boise, Idaho 83703
Phone: 208-334-8094
Email: judi.conner@itd.idaho.gov

ITD Contracting Officer:

Megan Vaudrin
Facilities Management Contracting Officer
Idaho Transportation Department
11331 W Chinden Blvd, Boise, ID 83714
Phone: 208-334-8606
Email: megan.vaudrin@itd.idaho.gov

ITD Field Representative:

[Site Specific - Contact Name]
Idaho Transportation Department
[Contact Address]
Phone: [Contact Phone number]
Email: [Contact email]

ARTICLE 1: Term

The Contractor may commence work once he has received a counter-signed copy of the contract with the notice to proceed. This contract may be terminated by the State by giving 15 days written notice to the Contractor of its intent to cancel if the State determines, at its sole discretion that such action will be in the best interest of the State.

All work shall be completed by **October 31, 2022**

Delays as a result of unavoidable material production or delivery times shall be cause for contract extension. Contract price will not be adjusted as a result of delayed material delivery. In order to extend the contract, Contractor shall submit documentation from the manufacturer as proof of material lead times.

ARTICLE 2: Acceptance and Final Payment:

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. Payments will be made in accordance with Idaho Code 67-2302 after completion of the work, provided the contract is then fully performed and accepted.

Contractor shall submit final invoice to **ITD Field Representative**, facilitymanagement@itd.idaho.gov and hgap@itd.idaho.gov upon completion and acceptance of work. Please include on all invoices ITD Contract # **[FMxxxxx]** and date(s) of service for work completed.

ARTICLE 3: Materials, Appliance, and Employees:

Except as otherwise noted, the Contractor must provide and pay for all materials, labor, tools, water, power and other items necessary to complete the work. Unless otherwise specified, all materials must be new, both workmanship and materials shall be of good quality. All workmen and subcontractors must be skilled in their trades.

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

ARTICLE 4: Protection of Work, Property and Persons:

The Contractor must adequately protect the work, adjacent property and the public and will be responsible for any damage or injury due to their act or neglect.

ARTICLE 5: Access to Work:

The Contractor must permit and facilitate observation of the work by ITD and their agents and public authorities at all times.

ARTICLE 6: Warranty:

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

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

IN WITNESS WHEREOF, the parties have executed this Contract on the dates set forth below.

OWNER

State of Idaho
Idaho Transportation Department

Date Executed

By: _____
Megan Vaudrin, Facilities Management
Contracting Officer

CONTRACTOR

Contractor's Name- Typed SEAL

Date Executed

By: _____
Signature

Printed Name

Title

CONTRACTOR'S AFFIDAVIT CONCERNING TAXES

STATE OF _____)

COUNTY OF _____)

Pursuant to the Title 63, Chapter 15, Idaho Code I, the undersigned, being duly sworn, depose and certify that all taxes, excises and license fees due to the State or its taxing units, for which I or my property is liable then due or delinquent, has been paid, or arrangements have been made, before entering into a Contract for construction of any public works in the State of Idaho.

SEAL

Name of Contractor

Address

City and State

By:

(Signature)

Subscribed and sworn to before me this _____ day of _____, _____.

NOTARY PUBLIC

Residing at: _____

Commission expires: _____