

SUBCONTRACTOR BID PROPOSAL FORM

To: CM Company, Inc.
Re: ITD D5 Preston Maintenance Shed
294 East 8 North
Preston, Idaho 83236

Bid Due By: 8:59:59 AM
Bid Date: May 15, 2025

Bid Package # 05
Bid Package Name: Fencing
FM Global Number: FM52517

Submitted by: _____

In compliance with the construction documents for the ITD D5 Preston Maintenance Shed project and having examined the Contract Documents and Site of Proposed Work, and being familiar with all of the conditions surrounding the construction of the proposed project, including availability of materials and labor, the undersigned hereby proposes to furnish all labor, materials, supplies, equipment, supervision, 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, of which this Proposal is a part.

Bidder hereby agrees to commence work under the Subcontract on or before a date to be specified in written "Notice to Proceed" and substantially complete the project within the times stipulated in the enclosed construction schedule. Bidder further agrees to pay as liquidated damages the sum of Five Hundred Dollars (\$500) for each consecutive calendar day after the established date for substantial completion or adjusted date as established by a change order hereinafter.

Division 01 - General Requirements*
Division 02 – Existing Conditions*
Reference drawings for fencing specifications

*(As applicable to this work)

Note: All Contract Documents Apply – Bidding Contractors are responsible for all pages of addendums including attachments.

Bidding Requirements: In addition to the work required in the above Sections, this bid package overview includes but is not limited to the following:

Provide labor, materials, supervision, and equipment to furnish and install all **Fencing** in accordance with the contract documents.

This contractor is to furnish and install the following:

- Chain link fencing, gates, and accessories for a complete installation.
- Fence and gate posts, rails, fittings, and hardware.
- Auger drill post holes within asphalt to minimize damage to existing asphalt.
- Concrete post foundations are the responsibility of this contractor.
- Submittals, site specific safety plan, daily clean-up for this contractor's work.

The scope outlined above is to be used as a reference only and should not be considered exhaustive. It is the responsibility of this Contractor to review all bid documents and include all items in accordance with the plans and specifications.

General Notes:

This Contractor shall properly cover and protect the work of others from damage or soiling due to the performance of this work and shall properly clean, restore, replace, and pay for cleaning, restoration, or replacement of any such work damaged or soiled in the performance of this work.

This Contractor will commit to allocating sufficient quantities of manpower, material, and equipment to this project to meet the construction schedule established by the Construction Manager.

This Contractor will coordinate all activities with all other trades to allow for timely construction activities throughout the duration of the project.

This Contractor is to provide, install, and remove any safety equipment required to perform this work.

This bid includes all warranties per specification.

Base Bid

Furnish and install (Including all applicable taxes, permits, labor, material, equipment, payment and performance bonds)

Base Bid: \$ _____

(Amount shall be shown in both words and figures. In case of discrepancy, the amount shown in word will govern).

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:

- All contractors shall submit his or her bid based on current vendor and supplier pricing. A record of bid time pricing from all vendors and suppliers shall be kept on file by the bidding contractor. This documentation may be requested upon award of subcontract. If a subcontractor is concerned of potential cost escalation from suppliers, a formal request must be issued in writing to CM Company, Inc. thirty (30) days after receipt of the Notice of Intent to Award, with documentation memorializing the supplier's price and outlining the potential escalation concern. Overhead and profit is not permitted on escalation requests. Proper notice shall be provided to CM Company, Inc. of any potential cost increases so that early procurement and storage options may be considered.
- The same rule shall apply in the case of any material price decreases. CM Company, Inc. reserves the right to review original pricing and current pricing thirty (30) days prior to the procurement of materials for the duration of the construction project. Should material costs decrease in excess of Ten (10) percent (%) occur, this value shall be returned to the owner as a deductive change order.
- 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 below.
 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.

Bidder understands that ITD 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 and may not be withdrawn for a period of 60 calendar days after the scheduled closing time for receiving bids.

Upon receipt of written notice of the acceptance of this bid, Bidder will execute the Subcontract within 10 days and deliver a Surety Bond or Bonds if required by CM Company.

The undersigned agrees and promises, in submitting this proposal, that if issued a Letter of Intent or Subcontract, he will execute the required Subcontract without alterations within ten (10) days, immediately furnish Performance Bond and Labor and Material Payment Bond (if required), Insurance Policy and Certificate of Insurance.

The undersigned understands that the Owner reserves the right to accept, reject or negotiate any and/or all bids and waive any informality in the bidding. Final award is subject to approval by the Owner.

The undersigned acknowledges receipt of Addendum(s)

_____ 1 _____ dated _____ 02/17/2025 _____

IDAHO CODE CERTIFICATION FORM

Failure to comply with the terms of the referenced Idaho Code may result in breach of contract.

Anti-Boycott Clauses

Per the provisions of Idaho Code §§ [67-2346](#), Anti-Boycott Against Israel Act, and Idaho Code §§ [67-2347A](#), Prohibition on Contracts with Companies Boycotting Certain Sectors the undersigned certifies that it is not currently engaged in and will not for the duration of the contract engage in the following:

- boycott of goods or services from Israel or territories under its control; or
- boycott of any individual or company because the individual or company engages in or supports the exploration, production, utilization, transportation, sale, or manufacture of fossil fuel-based energy, timber, minerals, hydroelectric power, nuclear energy, or agriculture; or
- boycott of any individual or company because the individual or company engages in or supports the manufacture, distribution, sale, or use of firearms, as defined in Idaho Code § [18-3302\(2\)\(d\)](#).

Prohibition on Contracts with Companies Owned or Operated by the Government of China

Idaho Code, §§ [67-2359](#) states “a public entity in this state may not enter into a contract with a company to acquire or dispose of services, supplies, information technology, or construction unless the contract includes a written certification that the company is not currently owned or operated by the government of China and will not for the duration of the contract be owned or operated by the government of China”. Company certifies that it is not owned or operated by the government of China.

By signing below, I certify that this company understands and will comply with the aforementioned requirements

Signature of Company’s authorized representative:

Signature

Company Name

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

STATE OF _____

COUNTY OF _____

Pursuant to the Idaho Code, Section 72-1717, I, the undersigned, being duly sworn, depose and certify that _____ is in compliance with the provisions of Idaho Code section 72-1717; that _____ provides a drug-free workplace program that complies with the provisions of Idaho Code, title 72, chapter 17 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 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 _____, _____.

Commission expires:

NOTARY PUBLIC, residing at

Part A:11

_____ 2 _____ dated _____ 03/10/2025 _____

_____ dated _____

_____ dated _____

The Undersigned notifies that he is of this date duly licensed as an Idaho Public Works Contractor and further that he possesses Idaho Public Works Contractor's License No. _____ and is domiciled in the State of _____.

Dated at on this _____ day of _____ 2025.

Respectfully submitted,

Company

Business Address

(Seal - if bid is by a Corporation)

Authorized Signature

Printed or Typed Name

Title

Telephone Number

Fax Number

Email Address

SUBCONTRACTOR BID PROPOSAL FORM

To: CM Company, Inc.
Re: ITD D5 Preston Maintenance Shed
294 East 8 North
Preston, Idaho 83236

Bid Due By: 9:14:59 PM
Bid Date: May 15, 2025

Bid Package # 06
Bid Package Name: Landscaping
FM Global Number: FM52518

Submitted by: _____

In compliance with the construction documents for the ITD D5 Preston Maintenance Shed project and having examined the Contract Documents and Site of Proposed Work, and being familiar with all of the conditions surrounding the construction of the proposed project, including availability of materials and labor, the undersigned hereby proposes to furnish all labor, materials, supplies, equipment, supervision, 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, of which this Proposal is a part.

Bidder hereby agrees to commence work under the Subcontract on or before a date to be specified in written "Notice to Proceed" and substantially complete the project within the times stipulated in the enclosed construction schedule. Bidder further agrees to pay as liquidated damages the sum of Five Hundred Dollars (\$500) for each consecutive calendar day after the established date for substantial completion or adjusted date as established by a change order hereinafter.

Division 01 – General Conditions*

Reference drawings for landscaping specifications

* (As applicable to this work)

Note: All Contract Documents Apply – Bidding Contractors are responsible for all pages of addendums including attachments.

Bidding Requirements: In addition to the work required in the above Sections, this bid package overview includes but is not limited to the following:

Provide all labor, materials, supervision, and equipment necessary to furnish and install **Landscaping** in accordance with the bid documents.

This Contractor is to furnish and install the following:

- Scarify subsoil to 6" depth. Backfill to finish grade with mixture of 2 parts topsoil and 1 part peat or compost.
- All required soil amendments.
- Topsoil compaction.
- Finish grading
- All plant material
- All plant material warranties
- Landscape rock
- Revegetation seed mix and mulch
- Coordinate w/ earthwork contractor (Rich w/ RS Jobber). Perform any required items for a successful installation of landscaping that they are not doing (grading, etc.)

- Permits, submittals, site specific safety plan, daily clean-up for this contractor’s work.

The scope outlined above is to be used as a reference only and should not be considered exhaustive. It is the responsibility of the bidding Contractor to review all bid documents to provide a complete and responsive bid for their trade and include all items in accordance with the plans and specifications.

General Notes:

This Contractor is to coordinate fully and timely with other contractors and as necessary to ensure systems are fully operational and produce detailed coordination drawings showing relationship, dimensional spacing, elevations, etc. of all necessary architectural, structural, fire protection, mechanical and electrical work. This Contractor to coordinate work with Plumbing and Mechanical Contractor.

This Contractor will commit to allocating sufficient quantities of manpower, material, and equipment to this project to meet the construction schedule established by the Construction Manager.

This Contractor will coordinate all activities with all other trades to allow for timely construction activities throughout the duration of the project.

This Contractor is to provide, install, and remove any safety equipment required to perform this work.

This bid includes all warranties per specification.

Base Bid

Furnish and install (Including all applicable taxes, permits, labor, material, equipment, payment and performance bonds)

Base Bid: \$ _____

(Amount shall be shown in both words and figures. In case of discrepancy, the amount shown in word will govern).

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:

- All contractors shall submit his or her bid based on current vendor and supplier pricing. A record of bid time pricing from all vendors and suppliers shall be kept on file by the bidding contractor. This documentation may be requested upon award of subcontract. If a subcontractor is concerned of potential cost escalation from suppliers, a formal request must be issued in writing to CM Company, Inc. thirty (30) days after receipt of the Notice of Intent to Award, with documentation memorializing the supplier’s price and outlining the potential escalation concern. Overhead and profit is not permitted on escalation requests. Proper notice shall be provided to CM Company, Inc. of any potential cost increases so that early procurement and storage options may be considered.
- The same rule shall apply in the case of any material price decreases. CM Company, Inc. reserves the right to review original pricing and current pricing thirty (30) days prior to the procurement of materials for the duration of the construction project. Should material costs decrease in excess of Ten (10) percent (%) occur, this value shall be returned to the owner as a deductive change order.

- 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 below.
 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.

Bidder understands that ITD 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 and may not be withdrawn for a period of 60 calendar days after the scheduled closing time for receiving bids.

Upon receipt of written notice of the acceptance of this bid, Bidder will execute the Subcontract within 10 days and deliver a Surety Bond or Bonds if required by CM Company.

The undersigned agrees and promises, in submitting this proposal, that if issued a Letter of Intent or Subcontract, he will execute the required Subcontract without alterations within ten (10) days, immediately furnish Performance Bond and Labor and Material Payment Bond (if required), Insurance Policy and Certificate of Insurance.

The undersigned understands that the Owner reserves the right to accept, reject or negotiate any and/or all bids and waive any informality in the bidding. Final award is subject to approval by the Owner.

IDAHO CODE CERTIFICATION FORM

Failure to comply with the terms of the referenced Idaho Code may result in breach of contract.

Anti-Boycott Clauses

Per the provisions of Idaho Code §§ [67-2346](#), Anti-Boycott Against Israel Act, and Idaho Code §§ [67-2347A](#), Prohibition on Contracts with Companies Boycotting Certain Sectors the undersigned certifies that it is not currently engaged in and will not for the duration of the contract engage in the following:

- boycott of goods or services from Israel or territories under its control; or
- boycott of any individual or company because the individual or company engages in or supports the exploration, production, utilization, transportation, sale, or manufacture of fossil fuel-based energy, timber, minerals, hydroelectric power, nuclear energy, or agriculture; or
- boycott of any individual or company because the individual or company engages in or supports the manufacture, distribution, sale, or use of firearms, as defined in Idaho Code § [18-3302\(2\)\(d\)](#).

Prohibition on Contracts with Companies Owned or Operated by the Government of China

Idaho Code, §§ [67-2359](#) states “a public entity in this state may not enter into a contract with a company to acquire or dispose of services, supplies, information technology, or construction unless the contract includes a written certification that the company is not currently owned or operated by the government of China and will not for the duration of the contract be owned or operated by the government of China”. Company certifies that it is not owned or operated by the government of China.

By signing below, I certify that this company understands and will comply with the aforementioned requirements

Signature of Company’s authorized representative:

Signature

Company Name

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

STATE OF _____

COUNTY OF _____

Pursuant to the Idaho Code, Section 72-1717, I, the undersigned, being duly sworn, depose and certify that _____ is in compliance with the provisions of Idaho Code section 72-1717; that _____ provides a drug-free workplace program that complies with the provisions of Idaho Code, title 72, chapter 17 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 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 _____, _____.

Commission expires:

NOTARY PUBLIC, residing at

The undersigned acknowledges receipt of Addendum(s)

_____ 1 _____ dated _____ 02/17/2025 _____

_____ 2 _____ dated _____ 03/10/2025 _____

_____ dated _____

_____ dated _____

The Undersigned notifies that he is of this date duly licensed as an Idaho Public Works Contractor and further that he possesses Idaho Public Works Contractor's License No. _____ and is domiciled in the State of _____.

Dated at on this _____ day of _____ 2025.

Respectfully submitted,

Company

Business Address

(Seal - if bid is by a Corporation)

Authorized Signature

Printed or Typed Name

Title

Telephone Number

Fax Number

Email Address

SUBCONTRACTOR BID PROPOSAL FORM

To: CM Company, Inc.
Re: ITD D5 Preston Maintenance Shed
294 East 8 North
Preston, Idaho 83236

Bid Due By: 9:29:59 AM
Bid Date: May 15, 2025

Bid Package # 07
Bid Package Name: Masonry
FM Global Number: FM52520

Submitted by: _____

In compliance with the construction documents for the ITD D5 Preston Maintenance Shed project and having examined the Contract Documents and Site of Proposed Work, and being familiar with all of the conditions surrounding the construction of the proposed project, including availability of materials and labor, the undersigned hereby proposes to furnish all labor, materials, supplies, equipment, supervision, 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, of which this Proposal is a part.

Bidder hereby agrees to commence work under the Subcontract on or before a date to be specified in written "Notice to Proceed" and substantially complete the project within the times stipulated in the enclosed construction schedule. Bidder further agrees to pay as liquidated damages the sum of Five Hundred Dollars (\$500) for each consecutive calendar day after the established date for substantial completion or adjusted date as established by a change order hereinafter.

Division 01 – General Requirements*

Section 040503 – Masonry Mortaring and Grouting

Section 042016 – Reinforced Unit Masonry

*(As applicable to this work)

Note: All Contract Documents Apply – Bidding Contractors are responsible for all pages of addendums including attachments.

Bidding Requirements: In addition to the work required in the above Sections, this bid package overview includes but is not limited to the following:

Provide labor, materials, supervision, and equipment necessary to form, pour, finish, strip and finish all **Masonry** in accordance with the contract documents.

This Contractor is to furnish and install the following:

- All masonry including CMU block.
- All precast stone in masonry assemblies.
- All insulation filled inside CMU cells at open cavities.
- Rough bucks / window bucks.
- All expansion joints touching masonry assemblies (i.e. expansion joints between masonry and Pre-Engineered Metal Building).
- All mortar and grout.
- Masonry reinforcing steel (supply and install).
- Coordinate with metal fabrications contractor for installation of steel anchors and embeds in CMU.

- Permits, submittals, site specific safety plan, daily clean-up for this contractor’s work.

All machinery, or equipment required to complete the delivery and installation of the exterior concrete is the responsibility of this Contractor.

The scope outlined above is to be used as a reference only and should not be considered exhaustive. It is the responsibility of the bidding Contractor to review all contract documents to provide a complete and responsive bid for their trade and include all items in accordance with the plans and specifications.

General Notes:

It will be this contractor’s responsibility to clean, repair, or replace to pre-construction conditions any damage to existing conditions due to this contractor’s work.

Immediately upon award of bid package prepare and submit mix designs in accordance with specifications, no additional charges are to be made for hot or cold water, waiting time, overtime hours on regular working days or occasional Saturday deliveries as required to meet construction schedule.

This Contractor will commit to allocating sufficient quantities of manpower, concrete material, and equipment to this project to meet the construction schedule established by the Construction Manager. All concrete work to be in accordance with specified standards. Any work not meeting required standards must be repaired and brought into compliance with the specified standards.

This Contractor will coordinate all activities with all other trades to allow for timely construction activities throughout the duration of the project.

This Contractor is to provide, install, and remove any safety equipment required to perform this work.

This bid includes all warranties per specification.

This bid package does not include:

- Concrete reinforcing material

Base Bid

Furnish and install (Including all applicable taxes, permits, labor, material, equipment, payment and performance bonds)

Base Bid: \$ _____

(Amount shall be shown in both words and figures. In case of discrepancy, the amount shown in word will govern).

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:

- All contractors shall submit his or her bid based on current vendor and supplier pricing. A record of bid time pricing from all vendors and suppliers shall be kept on file by the bidding contractor. This documentation may

be requested upon award of subcontract. If a subcontractor is concerned of potential cost escalation from suppliers, a formal request must be issued in writing to CM Company, Inc. thirty (30) days after receipt of the Notice of Intent to Award, with documentation memorializing the supplier's price and outlining the potential escalation concern. Overhead and profit is not permitted on escalation requests. Proper notice shall be provided to CM Company, Inc. of any potential cost increases so that early procurement and storage options may be considered.

- The same rule shall apply in the case of any material price decreases. CM Company, Inc. reserves the right to review original pricing and current pricing thirty (30) days prior to the procurement of materials for the duration of the construction project. Should material costs decrease in excess of Ten (10) percent (%) occur, this value shall be returned to the owner as a deductive change order.
- 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.
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 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.
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Bidder understands that ITD reserves the right to reject any or all bids and to waive any informality in the bidding.

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IDAHO CODE CERTIFICATION FORM

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- boycott of goods or services from Israel or territories under its control; or
- boycott of any individual or company because the individual or company engages in or supports the exploration, production, utilization, transportation, sale, or manufacture of fossil fuel-based energy, timber, minerals, hydroelectric power, nuclear energy, or agriculture; or
- boycott of any individual or company because the individual or company engages in or supports the manufacture, distribution, sale, or use of firearms, as defined in Idaho Code § [18-3302\(2\)\(d\)](#).

Prohibition on Contracts with Companies Owned or Operated by the Government of China

Idaho Code, §§ [67-2359](#) states “a public entity in this state may not enter into a contract with a company to acquire or dispose of services, supplies, information technology, or construction unless the contract includes a written certification that the company is not currently owned or operated by the government of China and will not for the duration of the contract be owned or operated by the government of China”. Company certifies that it is not owned or operated by the government of China.

By signing below, I certify that this company understands and will comply with the aforementioned requirements

Signature of Company’s authorized representative:

Signature

Company Name

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

STATE OF _____

COUNTY OF _____

Pursuant to the Idaho Code, Section 72-1717, I, the undersigned, being duly sworn, depose and certify that _____ is in compliance with the provisions of Idaho Code section 72-1717; that _____ provides a drug-free workplace program that complies with the provisions of Idaho Code, title 72, chapter 17 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 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 _____, _____.

Commission expires:

NOTARY PUBLIC, residing at

Upon receipt of written notice of the acceptance of this bid, Bidder will execute the Subcontract within 10 days and deliver a Surety Bond or Bonds if required by CM Company.

The undersigned agrees and promises, in submitting this proposal, that if issued a Letter of Intent or Subcontract, he will execute the required Subcontract without alterations within ten (10) days, immediately furnish Performance Bond and Labor and Material Payment Bond (if required), Insurance Policy and Certificate of Insurance.

The undersigned understands that the Owner reserves the right to accept, reject or negotiate any and/or all bids and waive any informality in the bidding. Final award is subject to approval by the Owner.

The undersigned acknowledges receipt of Addendum(s)

1 dated 02/17/2025

2 dated 03/10/2025

_____ dated _____

_____ dated _____

The Undersigned notifies that he is of this date duly licensed as an Idaho Public Works Contractor and further that he possesses Idaho Public Works Contractor's License No. _____ and is domiciled in the State of _____.

Dated at on this _____ day of _____ 2025.

Respectfully submitted,

Company

Business Address

(Seal - if bid is by a Corporation)

Authorized Signature

Printed or Typed Name

Title

Telephone Number

Fax Number

Email Address

SUBCONTRACTOR BID PROPOSAL FORM

To: CM Company, Inc.
Re: ITD D5 Preston Maintenance Shed
294 East 8 North
Preston, Idaho 83236

Bid Due By: 9:44:59 AM
Bid Date: May 15, 2025

Bid Package # 08
Bid Package Name: Metal Fabrications
FM Global Number: FM52521

Submitted by: _____

In compliance with the construction documents for the ITD D5 Preston Maintenance Shed project and having examined the Contract Documents and Site of Proposed Work, and being familiar with all of the conditions surrounding the construction of the proposed project, including availability of materials and labor, the undersigned hereby proposes to furnish all labor, materials, supplies, equipment, supervision, 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, of which this Proposal is a part.

Bidder hereby agrees to commence work under the Subcontract on or before a date to be specified in written "Notice to Proceed" and substantially complete the project within the times stipulated in the enclosed construction schedule. Bidder further agrees to pay as liquidated damages the sum of Five Hundred Dollars (\$500) for each consecutive calendar day after the established date for substantial completion or adjusted date as established by a change order hereinafter.

Division 01 – General Requirements*

- Section 036000 – Grouting*
- Section 051200 – Structural Steel Framing
- Section 053123 – Steel Decking
- Section 055000 – Metal Fabrications
- Section 055200 – Metal Railings

*(As applicable to this work)

Note: All Contract Documents Apply – Bidding Contractors are responsible for all pages of addendums including attachments.

Bidding Requirements: In addition to the work required in the above Sections, this bid package overview includes but is not limited to the following:

Provide labor, materials, supervision, and equipment to furnish and install all **Metal Fabrications** in accordance with the bid documents.

This Contractor is to furnish and install the following at all site and building locations:

- Structural steel beams, columns, and angles.
- Metal decking and associated structural steel components.
- Primer / powder coatings as specified.
- Metal bollards (Installed by others, include bollards shown around transformer on electrical site plan ES101).
- Trench Drain Grates.

- Trench drain / vehicle lift slab edge protection (studded angle to be installed by concrete contractor).
- Steel stairs.
- Metal railings, gates, and hand rails.
- Grout column bases as required.
- All threaded rods and nuts.
- Provide anchor bolts and templates for this contractor's scope of work. Anchor bolts to be installed by concrete contractor. Coordinate with concrete contractor for installation.
- Delivery, off-loading and storage.
- Steel detailers must be available for meetings during standard United States business hours.
- Permits, submittals, site specific safety plan, daily clean-up for this contractor's work.

All craning, hoisting, scaffolding, machinery, or equipment required to complete the delivery and installation of this scope is the responsibility of this Contractor.

The scope outlined above is to be used as a reference only and should not be considered exhaustive. It is the responsibility of the bidding Contractor to review all contract documents to provide a complete and responsive bid for their trade and include all items in accordance with the plans and specifications.

General Notes:

It will be this contractor's responsibility to clean, repair, or replace to pre-construction conditions any damage to existing conditions due to this contractor's work.

Immediately upon award of bid package prepare and submit shop drawings in accordance with specifications, no additional charges are to be made for waiting time, overtime hours on regular working days or occasional Saturday deliveries as required to meet construction schedule.

This Contractor will commit to allocating sufficient quantities of manpower, metal material, and equipment to this project to meet the construction schedule established by the Construction Manager. All metal work to be in accordance with specified standards. Any work not meeting required standards must be repaired and brought into compliance with the specified standards.

This Contractor will coordinate all activities with all other trades to allow for timely construction activities throughout the duration of the project.

This Contractor is to provide, install, and remove any safety equipment required to perform this work.

This bid includes all warranties per specification.

Base Bid

Furnish and install (Including all applicable taxes, permits, labor, material, equipment, payment and performance bonds)

Base Bid: \$ _____

(Amount shall be shown in both words and figures. In case of discrepancy, the amount shown in word will govern).

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:

- All contractors shall submit his or her bid based on current vendor and supplier pricing. A record of bid time pricing from all vendors and suppliers shall be kept on file by the bidding contractor. This documentation may be requested upon award of subcontract. If a subcontractor is concerned of potential cost escalation from suppliers, a formal request must be issued in writing to CM Company, Inc. thirty (30) days after receipt of the Notice of Intent to Award, with documentation memorializing the supplier's price and outlining the potential escalation concern. Overhead and profit is not permitted on escalation requests. Proper notice shall be provided to CM Company, Inc. of any potential cost increases so that early procurement and storage options may be considered.
- The same rule shall apply in the case of any material price decreases. CM Company, Inc. reserves the right to review original pricing and current pricing thirty (30) days prior to the procurement of materials for the duration of the construction project. Should material costs decrease in excess of Ten (10) percent (%) occur, this value shall be returned to the owner as a deductive change order.
- 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 below.
 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.

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

IDAHO CODE CERTIFICATION FORM

Failure to comply with the terms of the referenced Idaho Code may result in breach of contract.

Anti-Boycott Clauses

Per the provisions of Idaho Code §§ [67-2346](#), Anti-Boycott Against Israel Act, and Idaho Code §§ [67-2347A](#), Prohibition on Contracts with Companies Boycotting Certain Sectors the undersigned certifies that it is not currently engaged in and will not for the duration of the contract engage in the following:

- boycott of goods or services from Israel or territories under its control; or
- boycott of any individual or company because the individual or company engages in or supports the exploration, production, utilization, transportation, sale, or manufacture of fossil fuel-based energy, timber, minerals, hydroelectric power, nuclear energy, or agriculture; or
- boycott of any individual or company because the individual or company engages in or supports the manufacture, distribution, sale, or use of firearms, as defined in Idaho Code § [18-3302\(2\)\(d\)](#).

Prohibition on Contracts with Companies Owned or Operated by the Government of China

Idaho Code, §§ [67-2359](#) states “a public entity in this state may not enter into a contract with a company to acquire or dispose of services, supplies, information technology, or construction unless the contract includes a written certification that the company is not currently owned or operated by the government of China and will not for the duration of the contract be owned or operated by the government of China”. Company certifies that it is not owned or operated by the government of China.

By signing below, I certify that this company understands and will comply with the aforementioned requirements

Signature of Company’s authorized representative:

Signature

Company Name

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

STATE OF _____

COUNTY OF _____

Pursuant to the Idaho Code, Section 72-1717, I, the undersigned, being duly sworn, depose and certify that _____ is in compliance with the provisions of Idaho Code section 72-1717; that _____ provides a drug-free workplace program that complies with the provisions of Idaho Code, title 72, chapter 17 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 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 _____, _____.

Commission expires:

NOTARY PUBLIC, residing at

The bidder agrees that this bid shall be good and may not be withdrawn for a period of 60 calendar days after the scheduled closing time for receiving bids.

Upon receipt of written notice of the acceptance of this bid, Bidder will execute the Subcontract within 10 days and deliver a Surety Bond or Bonds if required by CM Company.

The undersigned agrees and promises, in submitting this proposal, that if issued a Letter of Intent or Subcontract, he will execute the required Subcontract without alterations within ten (10) days, immediately furnish Performance Bond and Labor and Material Payment Bond (if required), Insurance Policy and Certificate of Insurance.

The undersigned understands that the Owner reserves the right to accept, reject or negotiate any and/or all bids and waive any informality in the bidding. Final award is subject to approval by the Owner.

The undersigned acknowledges receipt of Addendum(s)

_____ 1 _____ dated _____ 02/17/2025 _____

_____ 2 _____ dated _____ 03/10/2025 _____

_____ dated _____

_____ dated _____

The Undersigned notifies that he is of this date duly licensed as an Idaho Public Works Contractor and further that he possesses Idaho Public Works Contractor's License No. _____ and is domiciled in the State of _____.

Dated at on this _____ day of _____ 2025.

Respectfully submitted,

Company

Business Address

(Seal - if bid is by a Corporation)

Authorized Signature

Printed or Typed Name

Title

Telephone Number

Fax Number

Email Address

SUBCONTRACTOR BID PROPOSAL FORM

To: CM Company, Inc.
Re: ITD D5 Preston Maintenance Shed
294 East 8 North
Preston, Idaho 83236

Bid Due By: 9:59:59 AM
Bid Date: May 15, 2025

Bid Package # 09
Bid Package Name: Rough Carpentry
FM Global Number: FM52522

Submitted by: _____

In compliance with the construction documents for the ITD D5 Preston Maintenance Shed project and having examined the Contract Documents and Site of Proposed Work, and being familiar with all of the conditions surrounding the construction of the proposed project, including availability of materials and labor, the undersigned hereby proposes to furnish all labor, materials, supplies, equipment, supervision, 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, of which this Proposal is a part.

Bidder hereby agrees to commence work under the Subcontract on or before a date to be specified in written "Notice to Proceed" and substantially complete the project within the times stipulated in the enclosed construction schedule. Bidder further agrees to pay as liquidated damages the sum of Five Hundred Dollars (\$500) for each consecutive calendar day after the established date for substantial completion or adjusted date as established by a change order hereinafter.

Division 01 – General Requirements*

Division 03 – Concrete*
Section 061000 – Rough Carpentry
Section 061053 – Miscellaneous Rough Carpentry
Section 072500 – Weather Barriers
Section 072726 – Fluid-Applied Membrane Air Barriers*

Reference structural drawings for additional rough carpentry specifications.

*(As applicable to this work)

Note: All Contract Documents Apply – Bidding Contractors are responsible for all pages of addendums including attachments.

Bidding Requirements: In addition to the work required in the above Sections, this bid package overview includes but is not limited to the following:

Provide labor, supervision, and equipment to provide and install all required Rough Carpentry in accordance with the contract documents and as described below. It is the responsibility of this contractor to layout and field measure the conditions at the project site prior to installation of all rough carpentry items deemed necessary.

This Contractor is to furnish and install the following:

- All wood framing / rough carpentry.
- Field measuring.
- Coordination of all concrete embedded hardware.

- Supply and install of nails and adhesives by this contractor.
- Dimensional Lumber including studs, headers, top plates, sole plates, and pressure treated wood.
- 2x Sub-fascia board.
- 3/4" Fascia board.
- All blocking. This may require multiple mobilizations.
- 2x Nailers at parapets and tops of CMU walls where required for roofing assemblies.
- Engineered wood products including sheathing, OSB, plywood, joists, beams, Ledgers, glue-lams, and all other engineered wood products.
- Blocking for roof drains.
- Supply and install all wood beams, joists, and required blocking.
- Miscellaneous lumber including all blocking, backing, web stiffeners, shims, and furring.
- Fasteners, anchors, hangers, ties and hold downs.
- All Simpson Hardware.
- All Titen bolts.
- Tyvek-style vapor barrier. Fluid applied weather barrier may be used in lieu of Tyvek if it is the contractor's preference.
- Submittals, site specific safety plan, daily clean-up for this contractor's work.

All craning, hoisting, scaffolding, machinery, or equipment required to complete the installation of this scope of work is the responsibility of this Contractor.

The scope outlined above is to be used as a reference only and should not be considered exhaustive. It is the responsibility of the bidding Contractor to review all contract documents to provide a complete and responsive bid for their trade and include all items in accordance with the plans and specifications.

General Notes:

This Contractor shall properly cover and protect the work of others from damage or soiling due to the performance of this work and shall properly clean, restore, replace, and pay for cleaning, restoration, or replacement of any such work damaged or soiled in the performance of this work.

This Contractor will commit to allocating sufficient quantities of manpower, material, and equipment to this project to meet the construction schedule established by the Construction Manager.

This Contractor will coordinate all activities with all other trades to allow for timely construction activities throughout the duration of the project.

This Contractor is to provide, install, and remove any safety equipment required to perform this work.

This bid includes all warranties per specification.

This bid package does not include:

- Installation of embeds in concrete (Coordination by this contractor).

Base Bid

Furnish and install (Including all applicable taxes, permits, labor, material, equipment, payment and performance bonds)

Base Bid: \$ _____

(Amount shall be shown in both words and figures. In case of discrepancy, the amount shown in word will govern).

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:

- All contractors shall submit his or her bid based on current vendor and supplier pricing. A record of bid time pricing from all vendors and suppliers shall be kept on file by the bidding contractor. This documentation may be requested upon award of subcontract. If a subcontractor is concerned of potential cost escalation from suppliers, a formal request must be issued in writing to CM Company, Inc. thirty (30) days after receipt of the Notice of Intent to Award, with documentation memorializing the supplier's price and outlining the potential escalation concern. Overhead and profit is not permitted on escalation requests. Proper notice shall be provided to CM Company, Inc. of any potential cost increases so that early procurement and storage options may be considered.
- The same rule shall apply in the case of any material price decreases. CM Company, Inc. reserves the right to review original pricing and current pricing thirty (30) days prior to the procurement of materials for the duration of the construction project. Should material costs decrease in excess of Ten (10) percent (%) occur, this value shall be returned to the owner as a deductive change order.
- 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 below.
 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.

Bidder understands that ITD 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 and may not be withdrawn for a period of 60 calendar days after the scheduled closing time for receiving bids.

Upon receipt of written notice of the acceptance of this bid, Bidder will execute the Subcontract within 10 days and deliver a Surety Bond or Bonds if required by CM Company.

The undersigned agrees and promises, in submitting this proposal, that if issued a Letter of Intent or Subcontract, he will execute the required Subcontract without alterations within ten (10) days, immediately furnish Performance Bond and Labor and Material Payment Bond (if required), Insurance Policy and Certificate of Insurance.

The undersigned understands that the Owner reserves the right to accept, reject or negotiate any and/or all bids and waive any informality in the bidding. Final award is subject to approval by the Owner.

The undersigned acknowledges receipt of Addendum(s)

_____ 1 _____ dated _____ 02/17/2025 _____

_____ 2 _____ dated _____ 03/10/2025 _____

_____ dated _____

_____ dated _____

The Undersigned notifies that he is on this date duly licensed as an Idaho Public Works Contractor and further that he possesses Idaho Public Works Contractor's License No. _____ and is domiciled in the State of _____.

Dated at on this _____ day of _____ 2025.

IDAHO CODE CERTIFICATION FORM

Failure to comply with the terms of the referenced Idaho Code may result in breach of contract.

Anti-Boycott Clauses

Per the provisions of Idaho Code §§ [67-2346](#), Anti-Boycott Against Israel Act, and Idaho Code §§ [67-2347A](#), Prohibition on Contracts with Companies Boycotting Certain Sectors the undersigned certifies that it is not currently engaged in and will not for the duration of the contract engage in the following:

- boycott of goods or services from Israel or territories under its control; or
- boycott of any individual or company because the individual or company engages in or supports the exploration, production, utilization, transportation, sale, or manufacture of fossil fuel-based energy, timber, minerals, hydroelectric power, nuclear energy, or agriculture; or
- boycott of any individual or company because the individual or company engages in or supports the manufacture, distribution, sale, or use of firearms, as defined in Idaho Code § [18-3302\(2\)\(d\)](#).

Prohibition on Contracts with Companies Owned or Operated by the Government of China

Idaho Code, §§ [67-2359](#) states “a public entity in this state may not enter into a contract with a company to acquire or dispose of services, supplies, information technology, or construction unless the contract includes a written certification that the company is not currently owned or operated by the government of China and will not for the duration of the contract be owned or operated by the government of China”. Company certifies that it is not owned or operated by the government of China.

By signing below, I certify that this company understands and will comply with the aforementioned requirements

Signature of Company’s authorized representative:

Signature

Company Name

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

STATE OF _____

COUNTY OF _____

Pursuant to the Idaho Code, Section 72-1717, I, the undersigned, being duly sworn, depose and certify that _____ is in compliance with the provisions of Idaho Code section 72-1717; that _____ provides a drug-free workplace program that complies with the provisions of Idaho Code, title 72, chapter 17 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 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 _____, _____.

Commission expires:

NOTARY PUBLIC, residing at

Part A:11

Respectfully submitted,

(Seal - if bid is by a Corporation)

Company

Business Address

Authorized Signature

Printed or Typed Name

Title

Telephone Number

Fax Number

Email Address

SUBCONTRACTOR BID PROPOSAL FORM

To: CM Company, Inc.
Re: ITD D5 Preston Maintenance Shed
294 East 8 North
Preston, Idaho 83236

Bid Due By: 10:14:59 AM
Bid Date: May 15, 2025

Bid Package # 10

Bid Package Name: Interior Architectural Woodwork, Countertops, and Finish Carpentry

FM Global Number: FM52523

Submitted by: _____

In compliance with the construction documents for the ITD D5 Preston Maintenance Shed project and having examined the Contract Documents and Site of Proposed Work, and being familiar with all of the conditions surrounding the construction of the proposed project, including availability of materials and labor, the undersigned hereby proposes to furnish all labor, materials, supplies, equipment, supervision, 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, of which this Proposal is a part.

Bidder hereby agrees to commence work under the Subcontract on or before a date to be specified in written "Notice to Proceed" and substantially complete the project within the times stipulated in the enclosed construction schedule. Bidder further agrees to pay as liquidated damages the sum of Five Hundred Dollars (\$500) for each consecutive calendar day after the established date for substantial completion or adjusted date as established by a change order hereinafter.

Division 01 – General Requirements*

Section 062000 – Finish Carpentry

Section 064100 – Architectural Woodwork

Section 066500 – Solid Surfacing

Section 079000 – Joint Protection*

*(As applicable to this work)

Note: All Contract Documents Apply – Bidding Contractors are responsible for all pages of addendums including attachments.

Bidding Requirements: In addition to the work required in the above Sections, this bid package overview includes, but is not limited to the following:

Provide labor, materials, supervision, and equipment to furnish and install all **Interior Architectural Woodwork, Countertops, and Finish Carpentry** in accordance with the contract documents. This Contractor to provide shop drawings in a timely manner and field measure existing conditions after submittal approvals and prior to fabrication.

This Contractor is to furnish and install the following:

- Solid surface window sills.
- Solid surface countertops and backsplashes.
- Plastic Laminate (PLAM) cabinets, countertops, and backsplashes.
- Stainless steel countertops and backsplashes.
- PLAM shelves.

- Vinyl edging.
- Melamine shelving.
- Hardwood trim.
- Shelving brackets.
- Cabinet hardware.
- Installation of undermount sinks (supplied by others) – coordinate with plumber.
- Joint sealants for this scope of work.
- Coordinate with electrical for outlet locations in millwork.
- Submittals, site specific safety plan, daily clean-up for this contractor's work.

All craning, hoisting, machinery, or equipment required to complete the delivery and installation of this scope of work is the responsibility of this Contractor.

The scope outlined above is to be used as a reference only and should not be considered exhaustive. It is the responsibility of the bidding Contractor to review all bid documents to provide a complete and responsive bid for their trade and include all items in accordance with the plans and specifications.

General Notes:

This Contractor shall properly cover and protect the installed product from damage or soiling due to the performance of this work and shall properly clean, restore, replace, and/or pay for the cleaning, restoration, or replacement of any such work damaged or soiled in the performance of this work.

This Contractor will commit to allocating sufficient quantities of manpower, material, and equipment to this project to meet the construction schedule established by the Construction Manager.

This Contractor will coordinate all activities with all other trades to allow for timely construction activities throughout the duration of the project.

This Contractor is to provide, install, and remove any safety equipment required to perform this work.

This bid includes all warranties per specification.

Base Bid

Furnish and install (Including all applicable taxes, permits, labor, material, equipment, payment and performance bonds)

Base Bid: \$ _____

(Amount shall be shown in both words and figures. In case of discrepancy, the amount shown in word will govern).

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:

- All contractors shall submit his or her bid based on current vendor and supplier pricing. A record of bid time pricing from all vendors and suppliers shall be kept on file by the bidding contractor. This documentation may be requested upon award of subcontract. If a subcontractor is concerned of potential cost escalation from suppliers, a formal request must be issued in writing to CM Company, Inc. thirty (30) days after receipt of the

Notice of Intent to Award, with documentation memorializing the supplier's price and outlining the potential escalation concern. Overhead and profit is not permitted on escalation requests. Proper notice shall be provided to CM Company, Inc. of any potential cost increases so that early procurement and storage options may be considered.

- The same rule shall apply in the case of any material price decreases. CM Company, Inc. reserves the right to review original pricing and current pricing thirty (30) days prior to the procurement of materials for the duration of the construction project. Should material costs decrease in excess of Ten (10) percent (%) occur, this value shall be returned to the owner as a deductive change order.
- 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 below.
 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.

Bidder understands that ITD 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 and may not be withdrawn for a period of 60 calendar days after the scheduled closing time for receiving bids.

IDAHO CODE CERTIFICATION FORM

Failure to comply with the terms of the referenced Idaho Code may result in breach of contract.

Anti-Boycott Clauses

Per the provisions of Idaho Code §§ [67-2346](#), Anti-Boycott Against Israel Act, and Idaho Code §§ [67-2347A](#), Prohibition on Contracts with Companies Boycotting Certain Sectors the undersigned certifies that it is not currently engaged in and will not for the duration of the contract engage in the following:

- boycott of goods or services from Israel or territories under its control; or
- boycott of any individual or company because the individual or company engages in or supports the exploration, production, utilization, transportation, sale, or manufacture of fossil fuel-based energy, timber, minerals, hydroelectric power, nuclear energy, or agriculture; or
- boycott of any individual or company because the individual or company engages in or supports the manufacture, distribution, sale, or use of firearms, as defined in Idaho Code § [18-3302\(2\)\(d\)](#).

Prohibition on Contracts with Companies Owned or Operated by the Government of China

Idaho Code, §§ [67-2359](#) states “a public entity in this state may not enter into a contract with a company to acquire or dispose of services, supplies, information technology, or construction unless the contract includes a written certification that the company is not currently owned or operated by the government of China and will not for the duration of the contract be owned or operated by the government of China”. Company certifies that it is not owned or operated by the government of China.

By signing below, I certify that this company understands and will comply with the aforementioned requirements

Signature of Company’s authorized representative:

Signature

Company Name

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

STATE OF _____

COUNTY OF _____

Pursuant to the Idaho Code, Section 72-1717, I, the undersigned, being duly sworn, depose and certify that _____ is in compliance with the provisions of Idaho Code section 72-1717; that _____ provides a drug-free workplace program that complies with the provisions of Idaho Code, title 72, chapter 17 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 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 _____, _____.

Commission expires:

NOTARY PUBLIC, residing at

Upon receipt of written notice of the acceptance of this bid, Bidder will execute the Subcontract within 10 days and deliver a Surety Bond or Bonds if required by CM Company.

The undersigned agrees and promises, in submitting this proposal, that if issued a Letter of Intent or Subcontract, he will execute the required Subcontract without alterations within ten (10) days, immediately furnish Performance Bond and Labor and Material Payment Bond (if required), Insurance Policy and Certificate of Insurance.

The undersigned understands that the Owner reserves the right to accept, reject or negotiate any and/or all bids and waive any informality in the bidding. Final award is subject to approval by the Owner.

The undersigned acknowledges receipt of Addendum(s)

1 dated 02/17/2025

2 dated 03/10/2025

_____ dated _____

_____ dated _____

The Undersigned notifies that he is of this date duly licensed as an Idaho Public Works Contractor and further that he possesses Idaho Public Works Contractor's License No. _____ and is domiciled in the State of _____.

Dated at on this _____ day of _____ 2025.

Respectfully submitted,

Company

Business Address

(Seal - if bid is by a Corporation)

Authorized Signature

Printed or Typed Name

Title

Telephone Number

Fax Number

Email Address

SUBCONTRACTOR BID PROPOSAL FORM

To: CM Company, Inc.
Re: ITD D5 Preston Maintenance Shed
294 East 8 North
Preston, Idaho 83236

Bid Due By: 10:29:59 AM
Bid Date: May 15, 2025

Bid Package # 11
Bid Package Name: Roofing and Cladding
FM Global Number: FM52524

Submitted by: _____

In compliance with the construction documents for the ITD D5 Preston Maintenance Shed project and having examined the Contract Documents and Site of Proposed Work, and being familiar with all of the conditions surrounding the construction of the proposed project, including availability of materials and labor, the undersigned hereby proposes to furnish all labor, materials, supplies, equipment, supervision, 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, of which this Proposal is a part.

Bidder hereby agrees to commence work under the Subcontract on or before a date to be specified in written "Notice to Proceed" and substantially complete the project within the times stipulated in the enclosed construction schedule. Bidder further agrees to pay as liquidated damages the sum of Five Hundred Dollars (\$500) for each consecutive calendar day after the established date for substantial completion or adjusted date as established by a change order hereinafter.

Division 01 – General Requirements*

- Section 061000 – Rough Carpentry*
- Section 061053 – Miscellaneous Rough Carpentry*
- Section 074213 – Metal Wall Panels
- Section 075305 – Elastomeric Membrane Roofing – Mechanically Attached
- Section 076200 – Sheet Metal Flashing and Trim
- Section 077100 – Roof Specialties
- Section 079000 – Joint Protection*
- Guaranty for Single Ply Roofing
- Roofing Warranty

*(As applicable to this work)

Note: All Contract Documents Apply – Bidding Contractors are responsible for all pages of addendums including attachments.

Bidding Requirements: In addition to the work required in the above Sections, this bid package overview includes, but is not limited to the following:

Provide labor, materials, supervision, and equipment to furnish and install all **Roofing and Cladding** in accordance with the contract documents. This Contractor to provide shop drawings in a timely manner and field measure existing conditions after submittal approvals and prior to fabrication.

This Contractor is to furnish and install the following:

- Single-ply roofing membranes.
- Rigid roof insulation.
- Parapet caps, flashings, counter flashings and trims associated with roofing and cladding.
- Pipe boots and flashings at all roofing penetrations.
- Gutters and downspouts.
- Drip edges.
- Fascia.
- Pre-finished metal soffit and J trim
- Plates and fasteners.
- Continuous flexible roofing membrane expansion joints.
- New metal wall panels including trims and closures.
- Rigid insulation and “z” furring at metal wall panel assemblies.
- Reveal trims to match soffit.
- Crickets.
- Joint sealants for this contractor’s work.
- Snow clips
- Joint sealants for this contractor’s scope of work.
- Submittals, site specific safety plan, daily clean-up for this contractor’s work.

All craning, hoisting, machinery, or equipment required to complete the delivery and installation of this scope of work is the responsibility of this Contractor.

The scope outlined above is to be used as a reference only and should not be considered exhaustive. It is the responsibility of this Contractor to review all contract documents and include all items in accordance with the plans and specifications.

General Notes:

This Contractor shall properly cover and protect the installed product from damage or soiling due to the performance of this work and shall properly clean, restore, replace, and/or pay for the cleaning, restoration, or replacement of any such work damaged or soiled in the performance of this work.

This Contractor will commit to allocating sufficient quantities of manpower, material, and equipment to this project to meet the construction schedule established by the Construction Manager.

This Contractor will coordinate all activities with all other trades to allow for timely construction activities throughout the duration of the project.

This Contractor is to provide, install, and remove any safety equipment required to perform this work.

This bid includes all warranties per specification.

This contract does not include:

- Roofing or metal wall panels for pre-engineered metal building.

Base Bid

Furnish and install (Including all applicable taxes, permits, labor, material, equipment, payment and performance bonds)

Base Bid: \$ _____

(Amount shall be shown in both words and figures. In case of discrepancy, the amount shown in word will govern).

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:

- All contractors shall submit his or her bid based on current vendor and supplier pricing. A record of bid time pricing from all vendors and suppliers shall be kept on file by the bidding contractor. This documentation may be requested upon award of subcontract. If a subcontractor is concerned of potential cost escalation from suppliers, a formal request must be issued in writing to CM Company, Inc. thirty (30) days after receipt of the Notice of Intent to Award, with documentation memorializing the supplier's price and outlining the potential escalation concern. Overhead and profit is not permitted on escalation requests. Proper notice shall be provided to CM Company, Inc. of any potential cost increases so that early procurement and storage options may be considered.
- The same rule shall apply in the case of any material price decreases. CM Company, Inc. reserves the right to review original pricing and current pricing thirty (30) days prior to the procurement of materials for the duration of the construction project. Should material costs decrease in excess of Ten (10) percent (%) occur, this value shall be returned to the owner as a deductive change order.
- 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 below.
 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.

Bidder understands that ITD 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 and may not be withdrawn for a period of 60 calendar days after the scheduled closing time for receiving bids.

Upon receipt of written notice of the acceptance of this bid, Bidder will execute the Subcontract within 10 days and deliver a Surety Bond or Bonds if required by CM Company.

The undersigned agrees and promises, in submitting this proposal, that if issued a Letter of Intent or Subcontract, he will execute the required Subcontract without alterations within ten (10) days, immediately furnish Performance Bond and Labor and Material Payment Bond (if required), Insurance Policy and Certificate of Insurance.

The undersigned understands that the Owner reserves the right to accept, reject or negotiate any and/or all bids and waive any informality in the bidding. Final award is subject to approval by the Owner.

The undersigned acknowledges receipt of Addendum(s)

1 dated 02/17/2025

2 dated 03/10/2025

_____ dated _____

_____ dated _____

The Undersigned notifies that he is of this date duly licensed as an Idaho Public Works Contractor and further that he possesses Idaho Public Works Contractor's License No. _____ and is domiciled in the State of _____.

Dated at on this _____ day of _____ 2025.

IDAHO CODE CERTIFICATION FORM

Failure to comply with the terms of the referenced Idaho Code may result in breach of contract.

Anti-Boycott Clauses

Per the provisions of Idaho Code §§ [67-2346](#), Anti-Boycott Against Israel Act, and Idaho Code §§ [67-2347A](#), Prohibition on Contracts with Companies Boycotting Certain Sectors the undersigned certifies that it is not currently engaged in and will not for the duration of the contract engage in the following:

- boycott of goods or services from Israel or territories under its control; or
- boycott of any individual or company because the individual or company engages in or supports the exploration, production, utilization, transportation, sale, or manufacture of fossil fuel-based energy, timber, minerals, hydroelectric power, nuclear energy, or agriculture; or
- boycott of any individual or company because the individual or company engages in or supports the manufacture, distribution, sale, or use of firearms, as defined in Idaho Code § [18-3302\(2\)\(d\)](#).

Prohibition on Contracts with Companies Owned or Operated by the Government of China

Idaho Code, §§ [67-2359](#) states “a public entity in this state may not enter into a contract with a company to acquire or dispose of services, supplies, information technology, or construction unless the contract includes a written certification that the company is not currently owned or operated by the government of China and will not for the duration of the contract be owned or operated by the government of China”. Company certifies that it is not owned or operated by the government of China.

By signing below, I certify that this company understands and will comply with the aforementioned requirements

Signature of Company’s authorized representative:

Signature

Company Name

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

STATE OF _____

COUNTY OF _____

Pursuant to the Idaho Code, Section 72-1717, I, the undersigned, being duly sworn, depose and certify that _____ is in compliance with the provisions of Idaho Code section 72-1717; that _____ provides a drug-free workplace program that complies with the provisions of Idaho Code, title 72, chapter 17 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 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 _____, _____.

Commission expires:

NOTARY PUBLIC, residing at

Respectfully submitted,

(Seal - if bid is by a Corporation)

Company

Business Address

Authorized Signature

Printed or Typed Name

Title

Telephone Number

Fax Number

Email Address

SUBCONTRACTOR BID PROPOSAL FORM

To: CM Company, Inc.
Re: ITD D5 Preston Maintenance Shed
294 East 8 North
Preston, Idaho 83236

Bid Due By: 10:44:59 AM
Bid Date: May 15, 2025

Bid Package # 12
Bid Package Name: Joint Sealants
FM Global Number: FM52525

Submitted by: _____

In compliance with the construction documents for the ITD D5 Preston Maintenance Shed project and having examined the Contract Documents and Site of Proposed Work, and being familiar with all of the conditions surrounding the construction of the proposed project, including availability of materials and labor, the undersigned hereby proposes to furnish all labor, materials, supplies, equipment, supervision, 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, of which this Proposal is a part.

Bidder hereby agrees to commence work under the Subcontract on or before a date to be specified in written "Notice to Proceed" and substantially complete the project within the times stipulated in the enclosed construction schedule. Bidder further agrees to pay as liquidated damages the sum of Five Hundred Dollars (\$500) for each consecutive calendar day after the established date for substantial completion or adjusted date as established by a change order hereinafter.

Division 1 – General Requirements*

Section 071100 - Dampproofing
Section 079200 – Joint Protection

*(As applicable to this work)

Note: All Contract Documents Apply – Bidding Contractors are responsible for all pages of addendums including attachments.

Bidding Requirements: In addition to the work required in the above Sections, this bid package overview includes but is not limited to the following:

Provide labor, materials, supervision, and equipment required to furnish and install all **Joint Sealants** in accordance with the bid documents.

This Contractor is to furnish and install the following:

- Masonry expansion joints.
- All expansion joints between differing materials (i.e. between masonry and Pre-Engineered Metal Building).
- All caulking and sealants.
- Bituminous Dampproofing.
- This scope of work may require multiple mobilizations at the discretion of the construction manager.
- Submittals, site specific safety plan, daily clean-up for this contractor's work.

All craning, hoisting, machinery, or equipment required to complete the delivery and installation of this scope of work is the responsibility of this Contractor.

The scope outlined above is to be used as a reference only and should not be considered exhaustive. It is the responsibility of the bidding Contractor to review all bid documents to provide a complete and responsive bid for their trade and include all items in accordance with the plans and specifications.

General Notes:

This Contractor shall properly cover and protect the work of others from damage or soiling due to the performance of this work and shall properly clean, restore, replace, and/or pay for the cleaning, restoration, or replacement of any such work damaged or soiled in the performance of this work.

This Contractor will commit to allocating sufficient quantities of manpower, material, and equipment to this project to meet the construction schedule established by the Construction Manager.

This Contractor will coordinate all activities with all other trades to allow for timely construction activities throughout the duration of the project.

This Contractor is to provide, install, and remove any safety equipment required to perform this work.

This bid includes all warranties per specification.

Base Bid

Furnish and install (Including all applicable taxes, permits, labor, material, equipment, payment and performance bonds)

Base Bid: \$ _____

(Amount shall be shown in both words and figures. In case of discrepancy, the amount shown in word will govern).

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:

- All contractors shall submit his or her bid based on current vendor and supplier pricing. A record of bid time pricing from all vendors and suppliers shall be kept on file by the bidding contractor. This documentation may be requested upon award of subcontract. If a subcontractor is concerned of potential cost escalation from suppliers, a formal request must be issued in writing to CM Company, Inc. thirty (30) days after receipt of the Notice of Intent to Award, with documentation memorializing the supplier's price and outlining the potential escalation concern. Overhead and profit is not permitted on escalation requests. Proper notice shall be provided to CM Company, Inc. of any potential cost increases so that early procurement and storage options may be considered.
- The same rule shall apply in the case of any material price decreases. CM Company, Inc. reserves the right to review original pricing and current pricing thirty (30) days prior to the procurement of materials for the duration of the construction project. Should material costs decrease in excess of Ten (10) percent (%) occur, this value shall be returned to the owner as a deductive change order.

- 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 below.
 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.

Bidder understands that ITD 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 and may not be withdrawn for a period of 60 calendar days after the scheduled closing time for receiving bids.

Upon receipt of written notice of the acceptance of this bid, Bidder will execute the Subcontract within 10 days and deliver a Surety Bond or Bonds if required by CM Company.

The undersigned agrees and promises, in submitting this proposal, that if issued a Letter of Intent or Subcontract, he will execute the required Subcontract without alterations within ten (10) days, immediately furnish Performance Bond and Labor and Material Payment Bond (if required), Insurance Policy and Certificate of Insurance.

The undersigned understands that the Owner reserves the right to accept, reject or negotiate any and/or all bids and waive any informality in the bidding. Final award is subject to approval by the Owner.

IDAHO CODE CERTIFICATION FORM

Failure to comply with the terms of the referenced Idaho Code may result in breach of contract.

Anti-Boycott Clauses

Per the provisions of Idaho Code §§ [67-2346](#), Anti-Boycott Against Israel Act, and Idaho Code §§ [67-2347A](#), Prohibition on Contracts with Companies Boycotting Certain Sectors the undersigned certifies that it is not currently engaged in and will not for the duration of the contract engage in the following:

- boycott of goods or services from Israel or territories under its control; or
- boycott of any individual or company because the individual or company engages in or supports the exploration, production, utilization, transportation, sale, or manufacture of fossil fuel-based energy, timber, minerals, hydroelectric power, nuclear energy, or agriculture; or
- boycott of any individual or company because the individual or company engages in or supports the manufacture, distribution, sale, or use of firearms, as defined in Idaho Code § [18-3302\(2\)\(d\)](#).

Prohibition on Contracts with Companies Owned or Operated by the Government of China

Idaho Code, §§ [67-2359](#) states “a public entity in this state may not enter into a contract with a company to acquire or dispose of services, supplies, information technology, or construction unless the contract includes a written certification that the company is not currently owned or operated by the government of China and will not for the duration of the contract be owned or operated by the government of China”. Company certifies that it is not owned or operated by the government of China.

By signing below, I certify that this company understands and will comply with the aforementioned requirements

Signature of Company’s authorized representative:

Signature

Company Name

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

STATE OF _____

COUNTY OF _____

Pursuant to the Idaho Code, Section 72-1717, I, the undersigned, being duly sworn, depose and certify that _____ is in compliance with the provisions of Idaho Code section 72-1717; that _____ provides a drug-free workplace program that complies with the provisions of Idaho Code, title 72, chapter 17 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 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 _____, _____.

Commission expires:

NOTARY PUBLIC, residing at

The undersigned acknowledges receipt of Addendum(s)

_____ 1 _____ dated _____ 02/17/2025 _____

_____ 2 _____ dated _____ 03/10/2025 _____

_____ dated _____

_____ dated _____

The Undersigned notifies that he is of this date duly licensed as an Idaho Public Works Contractor and further that he possesses Idaho Public Works Contractor's License No. _____ and is domiciled in the State of _____.

Dated at on this _____ day of _____ 2025.

Respectfully submitted,

(Seal - if bid is by a Corporation)

Company

Business Address

Authorized Signature

Printed or Typed Name

Title

Telephone Number

Fax Number

Email Address

SUBCONTRACTOR BID PROPOSAL FORM

To: CM Company, Inc.
Re: ITD D5 Preston Maintenance Shed
294 East 8 North
Preston, Idaho 83236

Bid Due By: 10:59:59 AM
Bid Date: May 15, 2025

Bid Package # 13
Bid Package Name: Doors, Frames, and Hardware
FM Global Number: FM52526

Submitted by: _____

In compliance with the construction documents for the ITD D5 Preston Maintenance Shed project and having examined the Contract Documents and Site of Proposed Work, and being familiar with all of the conditions surrounding the construction of the proposed project, including availability of materials and labor, the undersigned hereby proposes to furnish all labor, materials, supplies, equipment, supervision, 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, of which this Proposal is a part.

Bidder hereby agrees to commence work under the Subcontract on or before a date to be specified in written "Notice to Proceed" and substantially complete the project within the times stipulated in the enclosed construction schedule. Bidder further agrees to pay as liquidated damages the sum of Five Hundred Dollars (\$500) for each consecutive calendar day after the established date for substantial completion or adjusted date as established by a change order hereinafter.

- Division 1 – General Requirements***
Section 079000 – Joint Protection*
Section 081214 – Standard Steel Frames
Section 081314 – Standard Steel Doors
Section 081416 – Flush Wood Doors
Section 083113 – Access Doors and Frames
Section 087100 – Door Hardware
Section 088000 – Glazing*

*(As applicable to this work)

Note: All Contract Documents Apply – Bidding Contractors are responsible for all pages of addendums including attachments.

Bidding Requirements: In addition to the work required in the above Sections, this bid package overview includes but is not limited to the following:

Provide labor, materials, supervision, and equipment required to furnish and install all **Doors, Frames, and Hardware** in accordance with the bid documents.

This Contractor is to furnish and install the following:

- All Hollow metal / Wood doors and frames (Including at Pre-engineered metal building).
- Door hardware.
- Caulking, sealant and gaskets for this Contractors work.
- Door gasketing as required where indicated or scheduled.

- Supply frame anchors (installed by others).
- Verify with structural plans for areas with increased throat sizes due to additional shear sheathing.
- Submittals, site specific safety plan, daily clean-up for this contractor’s work.

All craning, hoisting, machinery, or equipment required to complete the delivery and installation of this scope of work is the responsibility of this Contractor.

The scope outlined above is to be used as a reference only and should not be considered exhaustive. It is the responsibility of the bidding Contractor to review all bid documents to provide a complete and responsive bid for their trade and include all items in accordance with the plans and specifications.

General Notes:

This Contractor shall properly cover and protect the work of others from damage or soiling due to the performance of this work and shall properly clean, restore, replace, and/or pay for the cleaning, restoration, or replacement of any such work damaged or soiled in the performance of this work.

This Contractor will commit to allocating sufficient quantities of manpower, material, and equipment to this project to meet the construction schedule established by the Construction Manager.

This Contractor will coordinate all activities with all other trades to allow for timely construction activities throughout the duration of the project.

This Contractor is to provide, install, and remove any safety equipment required to perform this work.

This bid includes all warranties per specification.

This bid package does not include:

- OH Doors for Pre-engineered metal building
- Glazing

Base Bid

Furnish and install (Including all applicable taxes, permits, labor, material, equipment, payment and performance bonds)

Base Bid: \$ _____

(Amount shall be shown in both words and figures. In case of discrepancy, the amount shown in word will govern).

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:

- All contractors shall submit his or her bid based on current vendor and supplier pricing. A record of bid time pricing from all vendors and suppliers shall be kept on file by the bidding contractor. This documentation may be requested upon award of subcontract. If a subcontractor is concerned of potential cost escalation from suppliers, a formal request must be issued in writing to CM Company, Inc. thirty (30) days after receipt of the Notice of Intent to Award, with documentation memorializing the supplier’s price and outlining the potential escalation concern. Overhead and profit is not permitted on escalation requests. Proper notice shall be

provided to CM Company, Inc. of any potential cost increases so that early procurement and storage options may be considered.

- The same rule shall apply in the case of any material price decreases. CM Company, Inc. reserves the right to review original pricing and current pricing thirty (30) days prior to the procurement of materials for the duration of the construction project. Should material costs decrease in excess of Ten (10) percent (%) occur, this value shall be returned to the owner as a deductive change order.
- 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 below.
 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.

Bidder understands that ITD 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 and may not be withdrawn for a period of 60 calendar days after the scheduled closing time for receiving bids.

Upon receipt of written notice of the acceptance of this bid, Bidder will execute the Subcontract within 10 days and deliver a Surety Bond or Bonds if required by CM Company.

IDAHO CODE CERTIFICATION FORM

Failure to comply with the terms of the referenced Idaho Code may result in breach of contract.

Anti-Boycott Clauses

Per the provisions of Idaho Code §§ [67-2346](#), Anti-Boycott Against Israel Act, and Idaho Code §§ [67-2347A](#), Prohibition on Contracts with Companies Boycotting Certain Sectors the undersigned certifies that it is not currently engaged in and will not for the duration of the contract engage in the following:

- boycott of goods or services from Israel or territories under its control; or
- boycott of any individual or company because the individual or company engages in or supports the exploration, production, utilization, transportation, sale, or manufacture of fossil fuel-based energy, timber, minerals, hydroelectric power, nuclear energy, or agriculture; or
- boycott of any individual or company because the individual or company engages in or supports the manufacture, distribution, sale, or use of firearms, as defined in Idaho Code § [18-3302\(2\)\(d\)](#).

Prohibition on Contracts with Companies Owned or Operated by the Government of China

Idaho Code, §§ [67-2359](#) states “a public entity in this state may not enter into a contract with a company to acquire or dispose of services, supplies, information technology, or construction unless the contract includes a written certification that the company is not currently owned or operated by the government of China and will not for the duration of the contract be owned or operated by the government of China”. Company certifies that it is not owned or operated by the government of China.

By signing below, I certify that this company understands and will comply with the aforementioned requirements

Signature of Company’s authorized representative:

Signature

Company Name

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

STATE OF _____

COUNTY OF _____

Pursuant to the Idaho Code, Section 72-1717, I, the undersigned, being duly sworn, depose and certify that _____ is in compliance with the provisions of Idaho Code section 72-1717; that _____ provides a drug-free workplace program that complies with the provisions of Idaho Code, title 72, chapter 17 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 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 _____, _____.

Commission expires:

NOTARY PUBLIC, residing at

The undersigned agrees and promises, in submitting this proposal, that if issued a Letter of Intent or Subcontract, he will execute the required Subcontract without alterations within ten (10) days, immediately furnish Performance Bond and Labor and Material Payment Bond (if required), Insurance Policy and Certificate of Insurance.

The undersigned understands that the Owner reserves the right to accept, reject or negotiate any and/or all bids and waive any informality in the bidding. Final award is subject to approval by the Owner.

The undersigned acknowledges receipt of Addendum(s)

1 dated 02/17/2025

2 dated 03/10/2025

_____ dated _____

_____ dated _____



The Undersigned notifies that he is of this date duly licensed as an Idaho Public Works Contractor and further that he possesses Idaho Public Works Contractor's License No. _____ and is domiciled in the State of _____.

Dated at on this _____ day of _____ 2025.

Respectfully submitted,

(Seal - if bid is by a Corporation)

Company

Business Address

Authorized Signature

Printed or Typed Name

Title

Telephone Number

Fax Number

Email Address

SUBCONTRACTOR BID PROPOSAL FORM

To: CM Company, Inc.
Re: ITD D5 Preston Maintenance Shed
294 East 8 North
Preston, Idaho 83236

Bid Due By: 11:14:59 AM
Bid Date: May 15, 2025

Bid Package # 14
Bid Package Name: Aluminum Storefront, Glass, and Glazing
FM Global Number: FM52527

Submitted by: _____

In compliance with the construction documents for the ITD D5 Preston Maintenance Shed project and having examined the Contract Documents and Site of Proposed Work, and being familiar with all of the conditions surrounding the construction of the proposed project, including availability of materials and labor, the undersigned hereby proposes to furnish all labor, materials, supplies, equipment, supervision, 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, of which this Proposal is a part.

Bidder hereby agrees to commence work under the Subcontract on or before a date to be specified in written "Notice to Proceed" and substantially complete the project within the times stipulated in the enclosed construction schedule. Bidder further agrees to pay as liquidated damages the sum of Five Hundred Dollars (\$500) for each consecutive calendar day after the established date for substantial completion or adjusted date as established by a change order hereinafter.

- Division 01 – General Requirements***
- Section 079000 – Joint Protection*
 - Section 081214 – Standard Steel Frames*
 - Section 081314 – Standard Steel Doors*
 - Section 081416 – Flush Wood Doors*
 - Section 084113 – Aluminum Framed Entrances and Storefronts
 - Section 084523 – Translucent Panel Unit Wall System
 - Section 087100 – Door Hardware
 - Section 088000 – Glazing

*(As applicable to this work)

Note: All Contract Documents Apply – Bidding Contractors are responsible for all pages of addendums including attachments.

Bidding Requirements: In addition to the work required in the above Sections, this bid package overview includes but is not limited to the following:

Provide labor, materials, supervision, and equipment required to furnish and install all **Aluminum Storefront, Glass, and Glazing** in accordance with the bid documents.

This Contractor is to furnish and install the following:

- All aluminum storefront systems, frames, glass and glazing.
- Aluminum storefront hardware.
- Vision lites.

- Door glazing.
- Tempered / fire rated glazing where required.
- All caulking and sealants for this scope of work.
- Caulk both sides of storefront windows.
- All flashings touching this scope of work.
- Kalwall translucent panels and associated trims and joint sealants as required for the complete installation of this scope of work.
- No substitutions for the specified product are allowed.
- Submittals, site specific safety plan, daily clean-up for this contractor's work.

All craning, hoisting, machinery, or equipment required to complete the delivery and installation of this scope of work is the responsibility of this Contractor.

The scope outlined above is to be used as a reference only and should not be considered exhaustive. It is the responsibility of the bidding Supplier to review all contract documents to provide a complete and responsive bid for their trade and include all items in accordance with the plans and specifications.

General Notes:

This Supplier will commit to allocating sufficient quantities of manpower, material, and equipment to this project to meet the construction schedule established by the Construction Manager.

This bid includes all warranties per specification.

Base Bid

Furnish and install (Including all applicable taxes, permits, labor, material, equipment, payment and performance bonds)

Base Bid: \$ _____

(Amount shall be shown in both words and figures. In case of discrepancy, the amount shown in word will govern).

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:

- All contractors shall submit his or her bid based on current vendor and supplier pricing. A record of bid time pricing from all vendors and suppliers shall be kept on file by the bidding contractor. This documentation may be requested upon award of subcontract. If a subcontractor is concerned of potential cost escalation from suppliers, a formal request must be issued in writing to CM Company, Inc. thirty (30) days after receipt of the Notice of Intent to Award, with documentation memorializing the supplier's price and outlining the potential escalation concern. Overhead and profit is not permitted on escalation requests. Proper notice shall be provided to CM Company, Inc. of any potential cost increases so that early procurement and storage options may be considered.
- The same rule shall apply in the case of any material price decreases. CM Company, Inc. reserves the right to review original pricing and current pricing thirty (30) days prior to the procurement of materials for the duration of the construction project. Should material costs decrease in excess of Ten (10) percent (%) occur, this value shall be returned to the owner as a deductive change order.
- 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 below.
 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.

Bidder understands that ITD 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 and may not be withdrawn for a period of 60 calendar days after the scheduled closing time for receiving bids.

Upon receipt of written notice of the acceptance of this bid, Bidder will execute the Subcontract within 10 days and deliver a Surety Bond or Bonds if required by CM Company.

The undersigned agrees and promises, in submitting this proposal, that if issued a Letter of Intent or Subcontract, he will execute the required Subcontract without alterations within ten (10) days, immediately furnish Performance Bond and Labor and Material Payment Bond (if required), Insurance Policy and Certificate of Insurance.

The undersigned understands that the Owner reserves the right to accept, reject or negotiate any and/or all bids and waive any informality in the bidding. Final award is subject to approval by the Owner.

IDAHO CODE CERTIFICATION FORM

Failure to comply with the terms of the referenced Idaho Code may result in breach of contract.

Anti-Boycott Clauses

Per the provisions of Idaho Code §§ [67-2346](#), Anti-Boycott Against Israel Act, and Idaho Code §§ [67-2347A](#), Prohibition on Contracts with Companies Boycotting Certain Sectors the undersigned certifies that it is not currently engaged in and will not for the duration of the contract engage in the following:

- boycott of goods or services from Israel or territories under its control; or
- boycott of any individual or company because the individual or company engages in or supports the exploration, production, utilization, transportation, sale, or manufacture of fossil fuel-based energy, timber, minerals, hydroelectric power, nuclear energy, or agriculture; or
- boycott of any individual or company because the individual or company engages in or supports the manufacture, distribution, sale, or use of firearms, as defined in Idaho Code § [18-3302\(2\)\(d\)](#).

Prohibition on Contracts with Companies Owned or Operated by the Government of China

Idaho Code, §§ [67-2359](#) states “a public entity in this state may not enter into a contract with a company to acquire or dispose of services, supplies, information technology, or construction unless the contract includes a written certification that the company is not currently owned or operated by the government of China and will not for the duration of the contract be owned or operated by the government of China”. Company certifies that it is not owned or operated by the government of China.

By signing below, I certify that this company understands and will comply with the aforementioned requirements

Signature of Company’s authorized representative:

Signature

Company Name

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

STATE OF _____

COUNTY OF _____

Pursuant to the Idaho Code, Section 72-1717, I, the undersigned, being duly sworn, depose and certify that _____ is in compliance with the provisions of Idaho Code section 72-1717; that _____ provides a drug-free workplace program that complies with the provisions of Idaho Code, title 72, chapter 17 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 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 _____, _____.

Commission expires:

NOTARY PUBLIC, residing at

The undersigned acknowledges receipt of Addendum(s)

_____ 1 _____ dated _____ 02/17/2025 _____

_____ 2 _____ dated _____ 03/10/2025 _____

_____ dated _____

_____ dated _____

The Undersigned notifies that he is of this date duly licensed as an Idaho Public Works Contractor and further that he possesses Idaho Public Works Contractor's License No. _____ and is domiciled in the State of _____.

Dated at on this _____ day of _____ 2025.

Respectfully submitted,

Company

Business Address

(Seal - if bid is by a Corporation)

Authorized Signature

Printed or Typed Name

Title

Telephone Number

Fax Number

Email Address

SUBCONTRACTOR BID PROPOSAL FORM

To: CM Company, Inc.
Re: ITD D5 Preston Maintenance Shed
294 East 8 North
Preston, Idaho 83236

Bid Due By: 11:29:59 AM
Bid Date: May 15, 2025

Bid Package # 15
Bid Package Name: Overhead Sectional Doors
FM Global Number: FM52528

Submitted by: _____

In compliance with the construction documents for the ITD D5 Preston Maintenance Shed project and having examined the Contract Documents and Site of Proposed Work, and being familiar with all of the conditions surrounding the construction of the proposed project, including availability of materials and labor, the undersigned hereby proposes to furnish all labor, materials, supplies, equipment, supervision, 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, of which this Proposal is a part.

Bidder hereby agrees to commence work under the Subcontract on or before a date to be specified in written "Notice to Proceed" and substantially complete the project within the times stipulated in the enclosed construction schedule. Bidder further agrees to pay as liquidated damages the sum of Five Hundred Dollars (\$500) for each consecutive calendar day after the established date for substantial completion or adjusted date as established by a change order hereinafter.

Division 01 – General Requirements*
Section 083613 – Sectional Doors

*(As applicable to this work)

Note: All Contract Documents Apply – Bidding Contractors are responsible for all pages of addendums including attachments.

Bidding Requirements: In addition to the work required in the above Sections, this bid package overview includes but is not limited to the following:

Provide labor, materials, supervision, and equipment required to furnish and install all **Overhead Sectional Doors** in accordance with the bid documents.

This Contractor is to furnish and install the following:

- All overhead sectional doors and track assemblies including accessories and glazing.
- All motors and operators. Final electrical connections by others.
- All required weather stripping, trims, and neoprene sills.
- Ensure warranties will be intact and that specified doors and operators will work together.
- Submittals, site specific safety plan, daily clean-up for this contractor's work.

All craning, hoisting, machinery, or equipment required to complete the delivery and installation of this scope of work is the responsibility of this Contractor.

The scope outlined above is to be used as a reference only and should not be considered exhaustive. It is the responsibility of the bidding Contractor to review all bid documents to provide a complete and responsive bid for their trade and include all items in accordance with the plans and specifications.

General Notes:

This Contractor will commit to allocating sufficient quantities of manpower, material, and equipment to this project to meet the construction schedule established by the Construction Manager.

This bid includes all warranties per specification.

Base Bid

Furnish and install (Including all applicable taxes, permits, labor, material, equipment, payment and performance bonds)

Base Bid: \$ _____

(Amount shall be shown in both words and figures. In case of discrepancy, the amount shown in word will govern).

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:

- All contractors shall submit his or her bid based on current vendor and supplier pricing. A record of bid time pricing from all vendors and suppliers shall be kept on file by the bidding contractor. This documentation may be requested upon award of subcontract. If a subcontractor is concerned of potential cost escalation from suppliers, a formal request must be issued in writing to CM Company, Inc. thirty (30) days after receipt of the Notice of Intent to Award, with documentation memorializing the supplier's price and outlining the potential escalation concern. Overhead and profit is not permitted on escalation requests. Proper notice shall be provided to CM Company, Inc. of any potential cost increases so that early procurement and storage options may be considered.
- The same rule shall apply in the case of any material price decreases. CM Company, Inc. reserves the right to review original pricing and current pricing thirty (30) days prior to the procurement of materials for the duration of the construction project. Should material costs decrease in excess of Ten (10) percent (%) occur, this value shall be returned to the owner as a deductive change order.
- 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 below.
 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.

Bidder understands that ITD 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 and may not be withdrawn for a period of 60 calendar days after the scheduled closing time for receiving bids.

Upon receipt of written notice of the acceptance of this bid, Bidder will execute the Subcontract within 10 days and deliver a Surety Bond or Bonds if required by CM Company.

The undersigned agrees and promises, in submitting this proposal, that if issued a Letter of Intent or Subcontract, he will execute the required Subcontract without alterations within ten (10) days, immediately furnish Performance Bond and Labor and Material Payment Bond (if required), Insurance Policy and Certificate of Insurance.

The undersigned understands that the Owner reserves the right to accept, reject or negotiate any and/or all bids and waive any informality in the bidding. Final award is subject to approval by the Owner.

The undersigned acknowledges receipt of Addendum(s)

_____ 1 _____ dated _____ 02/17/2025 _____

_____ 2 _____ dated _____ 03/10/2025 _____

_____ dated _____

_____ dated _____

IDAHO CODE CERTIFICATION FORM

Failure to comply with the terms of the referenced Idaho Code may result in breach of contract.

Anti-Boycott Clauses

Per the provisions of Idaho Code §§ [67-2346](#), Anti-Boycott Against Israel Act, and Idaho Code §§ [67-2347A](#), Prohibition on Contracts with Companies Boycotting Certain Sectors the undersigned certifies that it is not currently engaged in and will not for the duration of the contract engage in the following:

- boycott of goods or services from Israel or territories under its control; or
- boycott of any individual or company because the individual or company engages in or supports the exploration, production, utilization, transportation, sale, or manufacture of fossil fuel-based energy, timber, minerals, hydroelectric power, nuclear energy, or agriculture; or
- boycott of any individual or company because the individual or company engages in or supports the manufacture, distribution, sale, or use of firearms, as defined in Idaho Code § [18-3302\(2\)\(d\)](#).

Prohibition on Contracts with Companies Owned or Operated by the Government of China

Idaho Code, §§ [67-2359](#) states “a public entity in this state may not enter into a contract with a company to acquire or dispose of services, supplies, information technology, or construction unless the contract includes a written certification that the company is not currently owned or operated by the government of China and will not for the duration of the contract be owned or operated by the government of China”. Company certifies that it is not owned or operated by the government of China.

By signing below, I certify that this company understands and will comply with the aforementioned requirements

Signature of Company’s authorized representative:

Signature

Company Name

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

STATE OF _____

COUNTY OF _____

Pursuant to the Idaho Code, Section 72-1717, I, the undersigned, being duly sworn, depose and certify that _____ is in compliance with the provisions of Idaho Code section 72-1717; that _____ provides a drug-free workplace program that complies with the provisions of Idaho Code, title 72, chapter 17 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 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 _____, _____.

Commission expires:

NOTARY PUBLIC, residing at

The Undersigned notifies that he is of this date duly licensed as an Idaho Public Works Contractor and further that he possesses Idaho Public Works Contractor's License No. _____ and is domiciled in the State of _____.

Dated at on this _____ day of _____ 2025.

Respectfully submitted,

(Seal - if bid is by a Corporation)

Company

Business Address

Authorized Signature

Printed or Typed Name

Title

Telephone Number

Fax Number

Email Address

SUBCONTRACTOR BID PROPOSAL FORM

To: CM Company, Inc.
Re: ITD D5 Preston Maintenance Shed
294 East 8 North
Preston, Idaho 83236

Bid Due By: 11:44:59 AM
Bid Date: May 15, 2025

Bid Package # 16
Bid Package Name: Gypsum Board Assemblies
FM Global Number: FM52529

Submitted by: _____

In compliance with the construction documents for the ITD D5 Preston Maintenance Shed project and having examined the Contract Documents and Site of Proposed Work, and being familiar with all of the conditions surrounding the construction of the proposed project, including availability of materials and labor, the undersigned hereby proposes to furnish all labor, materials, supplies, equipment, supervision, 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, of which this Proposal is a part.

Bidder hereby agrees to commence work under the Subcontract on or before a date to be specified in written "Notice to Proceed" and substantially complete the project within the times stipulated in the enclosed construction schedule. Bidder further agrees to pay as liquidated damages the sum of Five Hundred Dollars (\$500) for each consecutive calendar day after the established date for substantial completion or adjusted date as established by a change order hereinafter.

- Division 01 – General Requirements***
- Section 054000 – Cold-Formed Metal Framing
 - Section 066400 – Plastic Paneling
 - Section 072113 – Board Insulation
 - Section 072116 – Blanket Insulation
 - Section 092116 – Gypsum Board Assemblies
 - Section 092216 – Non-Structural Metal Framing
 - Section 095113 – Acoustical Panel Ceilings

*(As applicable to this work)

Note: All Contract Documents Apply – Bidding Contractors are responsible for all pages of addendums including attachments.

Bidding Requirements: In addition to the work required in the above Sections, this bid package overview includes but is not limited to the following:

Provide labor, materials, supervision, equipment and safety requirements necessary to provide and install all **Gypsum Board Assemblies** in accordance with the bid documents.

This Contractor is to furnish and install the following:

- Gypsum board wall assemblies.
- Gypsum board soffit and ceiling assemblies.
- Cold-formed metal framing.
- Non-structural metal framing.

- Acoustical ceilings.
- Tile backerboard.
- Acoustic sealant at bottom of sound walls.
- FRP.
- Include the insulation and “vapor barrier support” under the expansion flashing per detail 2/A109.
- Batt insulation.
- Interior rigid insulation and “z” furring.
- Vapor barrier.
- Include an allowance of 40 hours of labor and necessary material for touch-up work. This allowance does not include mobilization or travel time.
- Submittals, site specific safety plan, daily clean-up for this contractor’s work.

All craning, hoisting, machinery, or equipment required to complete the delivery and installation of this scope of work is the responsibility of this Contractor.

The scope outlined above is to be used as a reference only and should not be considered exhaustive. It is the responsibility of the bidding Contractor to review all bid documents to provide a complete and responsive bid for their trade and include all items in accordance with the plans and specifications.

General Notes:

This Contractor shall properly cover and protect the work of others from damage or soiling due to the performance of this work and shall properly clean, restore, replace, and/or pay for the cleaning, restoration, or replacement of any such work damaged or soiled in the performance of this work.

This Contractor will commit to allocating sufficient quantities of manpower, material, and equipment to this project to meet the construction schedule established by the Construction Manager.

This Contractor will coordinate all activities with all other trades to allow for timely construction activities throughout the duration of the project.

This Contractor is to provide, install, and remove any safety equipment required to perform this work.

This bid includes all warranties per specification.

This bid package does not include:

- Concrete foundation insulation
- Pre-engineered metal building insulation

Base Bid

Furnish and install (Including all applicable taxes, permits, labor, material, equipment, payment and performance bonds)

Base Bid: \$ _____

(Amount shall be shown in both words and figures. In case of discrepancy, the amount shown in word will govern).

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:

- All contractors shall submit his or her bid based on current vendor and supplier pricing. A record of bid time pricing from all vendors and suppliers shall be kept on file by the bidding contractor. This documentation may be requested upon award of subcontract. If a subcontractor is concerned of potential cost escalation from suppliers, a formal request must be issued in writing to CM Company, Inc. thirty (30) days after receipt of the Notice of Intent to Award, with documentation memorializing the supplier's price and outlining the potential escalation concern. Overhead and profit is not permitted on escalation requests. Proper notice shall be provided to CM Company, Inc. of any potential cost increases so that early procurement and storage options may be considered.
- The same rule shall apply in the case of any material price decreases. CM Company, Inc. reserves the right to review original pricing and current pricing thirty (30) days prior to the procurement of materials for the duration of the construction project. Should material costs decrease in excess of Ten (10) percent (%) occur, this value shall be returned to the owner as a deductive change order.
- 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 below.
 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.

Bidder understands that ITD 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 and may not be withdrawn for a period of 60 calendar days after the scheduled closing time for receiving bids.

Upon receipt of written notice of the acceptance of this bid, Bidder will execute the Subcontract within 10 days and deliver a Surety Bond or Bonds if required by CM Company.

The undersigned agrees and promises, in submitting this proposal, that if issued a Letter of Intent or Subcontract, he will execute the required Subcontract without alterations within ten (10) days, immediately furnish Performance Bond and Labor and Material Payment Bond (if required), Insurance Policy and Certificate of Insurance.

The undersigned understands that the Owner reserves the right to accept, reject or negotiate any and/or all bids and waive any informality in the bidding. Final award is subject to approval by the Owner.

The undersigned acknowledges receipt of Addendum(s)

1 dated 02/17/2025

2 dated 03/10/2025

_____ dated _____

_____ dated _____

IDAHO CODE CERTIFICATION FORM

Failure to comply with the terms of the referenced Idaho Code may result in breach of contract.

Anti-Boycott Clauses

Per the provisions of Idaho Code §§ [67-2346](#), Anti-Boycott Against Israel Act, and Idaho Code §§ [67-2347A](#), Prohibition on Contracts with Companies Boycotting Certain Sectors the undersigned certifies that it is not currently engaged in and will not for the duration of the contract engage in the following:

- boycott of goods or services from Israel or territories under its control; or
- boycott of any individual or company because the individual or company engages in or supports the exploration, production, utilization, transportation, sale, or manufacture of fossil fuel-based energy, timber, minerals, hydroelectric power, nuclear energy, or agriculture; or
- boycott of any individual or company because the individual or company engages in or supports the manufacture, distribution, sale, or use of firearms, as defined in Idaho Code § [18-3302\(2\)\(d\)](#).

Prohibition on Contracts with Companies Owned or Operated by the Government of China

Idaho Code, §§ [67-2359](#) states “a public entity in this state may not enter into a contract with a company to acquire or dispose of services, supplies, information technology, or construction unless the contract includes a written certification that the company is not currently owned or operated by the government of China and will not for the duration of the contract be owned or operated by the government of China”. Company certifies that it is not owned or operated by the government of China.

By signing below, I certify that this company understands and will comply with the aforementioned requirements

Signature of Company’s authorized representative:

Signature

Company Name

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

STATE OF _____

COUNTY OF _____

Pursuant to the Idaho Code, Section 72-1717, I, the undersigned, being duly sworn, depose and certify that _____ is in compliance with the provisions of Idaho Code section 72-1717; that _____ provides a drug-free workplace program that complies with the provisions of Idaho Code, title 72, chapter 17 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 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 _____, _____.

Commission expires:

NOTARY PUBLIC, residing at

The Undersigned notifies that he is of this date duly licensed as an Idaho Public Works Contractor and further that he possesses Idaho Public Works Contractor's License No. _____ and is domiciled in the State of _____.

Dated at on this _____ day of _____ 2025.

Respectfully submitted,

(Seal - if bid is by a Corporation)

Company

Business Address

Authorized Signature

Printed or Typed Name

Title

Telephone Number

Fax Number

Email Address

SUBCONTRACTOR BID PROPOSAL FORM

To: CM Company, Inc.
Re: ITD D5 Preston Maintenance Shed
294 East 8 North
Preston, Idaho 83236

Bid Due By: 11:59:59 AM
Bid Date: May 15, 2025

Bid Package # 17
Bid Package Name: Floor Covering
FM Global Number: FM52530

Submitted by: _____

In compliance with the construction documents for the ITD D5 Preston Maintenance Shed project and having examined the Contract Documents and Site of Proposed Work, and being familiar with all of the conditions surrounding the construction of the proposed project, including availability of materials and labor, the undersigned hereby proposes to furnish all labor, materials, supplies, equipment, supervision, 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, of which this Proposal is a part.

Bidder hereby agrees to commence work under the Subcontract on or before a date to be specified in written "Notice to Proceed" and substantially complete the project within the times stipulated in the enclosed construction schedule. Bidder further agrees to pay as liquidated damages the sum of Five Hundred Dollars (\$500) for each consecutive calendar day after the established date for substantial completion or adjusted date as established by a change order hereinafter.

Division 01 – General Requirements*
Section 096500 – Resilient Flooring

*(As applicable to this work)

Note: All Contract Documents Apply – Bidding Contractors are responsible for all pages of addendums including attachments.

Bidding Requirements: In addition to the work required in the above Sections, this bid package overview includes but is not limited to the following:

Provide labor, materials, supervision, and equipment for a complete installation of all **Floor Covering** in accordance with the bid documents.

This Contractor is to furnish and install the following:

- Luxury vinyl plank flooring.
- Walk-off carpet.
- Transition strips.
- Rubber base.
- Surface preparation.
- Submittals, site specific safety plan, daily clean-up for this contractor's work.

All craning, hoisting, machinery, or equipment required to complete the delivery and installation of this scope of work is the responsibility of this Contractor.

The scope outlined above is to be used as a reference only and should not be considered exhaustive. It is the responsibility of the bidding Contractor to review all bid documents to provide a complete and responsive bid for their trade and include all items in accordance with the plans and specifications.

General Notes:

This Contractor shall properly cover and protect the work of others from damage or soiling due to the performance of this work and shall properly clean, restore, replace, or pay for the cleaning, restoration, or replacement of any such work damaged or soiled in the performance of this work.

This Contractor will commit to allocating sufficient quantities of manpower, material, and equipment to this project to meet the construction schedule established by the Construction Manager.

This Contractor will coordinate all activities with all other trades to allow for timely construction activities throughout the duration of the project.

This Contractor is to provide, install, and remove any safety equipment required to perform this work.

This bid includes all warranties per specification.

Base Bid

Furnish and install (Including all applicable taxes, permits, labor, material, equipment, payment and performance bonds)

Base Bid: \$ _____

(Amount shall be shown in both words and figures. In case of discrepancy, the amount shown in word will govern).

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:

- All contractors shall submit his or her bid based on current vendor and supplier pricing. A record of bid time pricing from all vendors and suppliers shall be kept on file by the bidding contractor. This documentation may be requested upon award of subcontract. If a subcontractor is concerned of potential cost escalation from suppliers, a formal request must be issued in writing to CM Company, Inc. thirty (30) days after receipt of the Notice of Intent to Award, with documentation memorializing the supplier's price and outlining the potential escalation concern. Overhead and profit is not permitted on escalation requests. Proper notice shall be provided to CM Company, Inc. of any potential cost increases so that early procurement and storage options may be considered.
- The same rule shall apply in the case of any material price decreases. CM Company, Inc. reserves the right to review original pricing and current pricing thirty (30) days prior to the procurement of materials for the duration of the construction project. Should material costs decrease in excess of Ten (10) percent (%) occur, this value shall be returned to the owner as a deductive change order.
- 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 below.
 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.

Bidder understands that ITD 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 and may not be withdrawn for a period of 60 calendar days after the scheduled closing time for receiving bids.

Upon receipt of written notice of the acceptance of this bid, Bidder will execute the Subcontract within 10 days and deliver a Surety Bond or Bonds if required by CM Company.

The undersigned agrees and promises, in submitting this proposal, that if issued a Letter of Intent or Subcontract, he will execute the required Subcontract without alterations within ten (10) days, immediately furnish Performance Bond and Labor and Material Payment Bond (if required), Insurance Policy and Certificate of Insurance.

IDAHO CODE CERTIFICATION FORM

Failure to comply with the terms of the referenced Idaho Code may result in breach of contract.

Anti-Boycott Clauses

Per the provisions of Idaho Code §§ [67-2346](#), Anti-Boycott Against Israel Act, and Idaho Code §§ [67-2347A](#), Prohibition on Contracts with Companies Boycotting Certain Sectors the undersigned certifies that it is not currently engaged in and will not for the duration of the contract engage in the following:

- boycott of goods or services from Israel or territories under its control; or
- boycott of any individual or company because the individual or company engages in or supports the exploration, production, utilization, transportation, sale, or manufacture of fossil fuel-based energy, timber, minerals, hydroelectric power, nuclear energy, or agriculture; or
- boycott of any individual or company because the individual or company engages in or supports the manufacture, distribution, sale, or use of firearms, as defined in Idaho Code § [18-3302\(2\)\(d\)](#).

Prohibition on Contracts with Companies Owned or Operated by the Government of China

Idaho Code, §§ [67-2359](#) states “a public entity in this state may not enter into a contract with a company to acquire or dispose of services, supplies, information technology, or construction unless the contract includes a written certification that the company is not currently owned or operated by the government of China and will not for the duration of the contract be owned or operated by the government of China”. Company certifies that it is not owned or operated by the government of China.

By signing below, I certify that this company understands and will comply with the aforementioned requirements

Signature of Company’s authorized representative:

Signature

Company Name

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

STATE OF _____

COUNTY OF _____

Pursuant to the Idaho Code, Section 72-1717, I, the undersigned, being duly sworn, depose and certify that _____ is in compliance with the provisions of Idaho Code section 72-1717; that _____ provides a drug-free workplace program that complies with the provisions of Idaho Code, title 72, chapter 17 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 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 _____, _____.

Commission expires:

NOTARY PUBLIC, residing at

The undersigned understands that the Owner reserves the right to accept, reject or negotiate any and/or all bids and waive any informality in the bidding. Final award is subject to approval by the Owner.

The undersigned acknowledges receipt of Addendum(s)

_____ 1 _____ dated _____ 02/17/2025 _____

_____ 2 _____ dated _____ 03/10/2025 _____

_____ dated _____

_____ dated _____

The Undersigned notifies that he is of this date duly licensed as an Idaho Public Works Contractor and further that he possesses Idaho Public Works Contractor's License No. _____ and is domiciled in the State of _____.

Dated at on this _____ day of _____ 2025.

Respectfully submitted,

(Seal - if bid is by a Corporation)

Company

Business Address

Authorized Signature

Printed or Typed Name

Title

Telephone Number

Fax Number

Email Address

SUBCONTRACTOR BID PROPOSAL FORM

To: CM Company, Inc.
Re: ITD D5 Preston Maintenance Shed
294 East 8 North
Preston, Idaho 83236

Bid Due By: 12:14:59 PM
Bid Date: May 15, 2025

Bid Package # 18
Bid Package Name: Painting and Sealing
FM Global Number: FN52531

Submitted by: _____

In compliance with the construction documents for the ITD D5 Preston Maintenance Shed project and having examined the Contract Documents and Site of Proposed Work, and being familiar with all of the conditions surrounding the construction of the proposed project, including availability of materials and labor, the undersigned hereby proposes to furnish all labor, materials, supplies, equipment, supervision, 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, of which this Proposal is a part.

Bidder hereby agrees to commence work under the Subcontract on or before a date to be specified in written "Notice to Proceed" and substantially complete the project within the times stipulated in the enclosed construction schedule. Bidder further agrees to pay as liquidated damages the sum of Five Hundred Dollars (\$500) for each consecutive calendar day after the established date for substantial completion or adjusted date as established by a change order hereinafter.

Division 01 – General Requirements*
Section 033000 – Cast-In-Place Concrete*
Section 033500 – Concrete Finishing
Section 099000 – Painting and Coating

*(As applicable to this work)

Note: All Contract Documents Apply – Bidding Contractors are responsible for all pages of addendums including attachments.

Bidding Requirements: In addition to the work required in the above Sections, this bid package overview includes but is not limited to the following:

Provide labor, materials, supervision, and equipment for all **Painting and Sealing** in accordance with the bid documents.

This Contractor is to furnish and install primer, paint, sealers, high performance coatings, and stains as applicable for the following:

- Surface preparation, removal of plates, trim and fittings necessary prior to painting.
- Paint pre-engineered metal building. The building will come shop primed.
- Clear seal exposed wood beams.
- Apply clear breathable sealer on the interior and exterior of all exposed CMU walls.
- All epoxy paint as required.
- Paint overhead doors.
- Paint steel bollards.

- Paint hardwood trim.
- Epoxy floor paint.
- Provide extra paint materials as specified.
- Paint all exposed metal fabrications as noted.
- Gypsum walls, soffits and ceilings.
- Plywood walls.
- Hollow metal frames and doors.
- Louvers, grills, covers and access panels as noted.
- Include an allowance of 40 hours of labor and necessary material for touch-up painting. This allowance does not include mobilization or travel time.
- Joint sealants for this scope of work.
- Clean and prep existing concrete aprons to receive new slab sealer.
- Submittals, site specific safety plan, daily clean-up for this contractor's work.

All craning, hoisting, machinery, scaffold, or equipment required to complete the delivery and installation of this scope of work is the responsibility of this Contractor.

The scope outlined above is to be used as a reference only and should not be considered exhaustive. It is the responsibility of the bidding Contractor to review all bid documents to provide a complete and responsive bid for their trade and include all items in accordance with the plans and specifications.

General Notes:

This Contractor shall properly cover and protect the work of others from damage or soiling due to the performance of this work and shall properly clean, restore, replace, or pay for the cleaning, restoration, or replacement of any such work damaged or soiled in the performance of this work.

This Contractor will commit to allocating sufficient quantities of manpower, material, and equipment to this project to meet the construction schedule established by the Construction Manager.

This Contractor will coordinate all activities with all other trades to allow for timely construction activities throughout the duration of the project.

This Contractor is to provide, install, and remove any safety equipment required to perform this work.

This bid includes all warranties per specification.

Base Bid

Furnish and install (Including all applicable taxes, permits, labor, material, equipment, payment and performance bonds)

Base Bid: \$ _____

(Amount shall be shown in both words and figures. In case of discrepancy, the amount shown in word will govern).

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:

- All contractors shall submit his or her bid based on current vendor and supplier pricing. A record of bid time pricing from all vendors and suppliers shall be kept on file by the bidding contractor. This documentation may be requested upon award of subcontract. If a subcontractor is concerned of potential cost escalation from suppliers, a formal request must be issued in writing to CM Company, Inc. thirty (30) days after receipt of the Notice of Intent to Award, with documentation memorializing the supplier's price and outlining the potential escalation concern. Overhead and profit is not permitted on escalation requests. Proper notice shall be provided to CM Company, Inc. of any potential cost increases so that early procurement and storage options may be considered.
- The same rule shall apply in the case of any material price decreases. CM Company, Inc. reserves the right to review original pricing and current pricing thirty (30) days prior to the procurement of materials for the duration of the construction project. Should material costs decrease in excess of Ten (10) percent (%) occur, this value shall be returned to the owner as a deductive change order.
- 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 below.
 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.

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

IDAHO CODE CERTIFICATION FORM

Failure to comply with the terms of the referenced Idaho Code may result in breach of contract.

Anti-Boycott Clauses

Per the provisions of Idaho Code §§ [67-2346](#), Anti-Boycott Against Israel Act, and Idaho Code §§ [67-2347A](#), Prohibition on Contracts with Companies Boycotting Certain Sectors the undersigned certifies that it is not currently engaged in and will not for the duration of the contract engage in the following:

- boycott of goods or services from Israel or territories under its control; or
- boycott of any individual or company because the individual or company engages in or supports the exploration, production, utilization, transportation, sale, or manufacture of fossil fuel-based energy, timber, minerals, hydroelectric power, nuclear energy, or agriculture; or
- boycott of any individual or company because the individual or company engages in or supports the manufacture, distribution, sale, or use of firearms, as defined in Idaho Code § [18-3302\(2\)\(d\)](#).

Prohibition on Contracts with Companies Owned or Operated by the Government of China

Idaho Code, §§ [67-2359](#) states “a public entity in this state may not enter into a contract with a company to acquire or dispose of services, supplies, information technology, or construction unless the contract includes a written certification that the company is not currently owned or operated by the government of China and will not for the duration of the contract be owned or operated by the government of China”. Company certifies that it is not owned or operated by the government of China.

By signing below, I certify that this company understands and will comply with the aforementioned requirements

Signature of Company’s authorized representative:

Signature

Company Name

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

STATE OF _____

COUNTY OF _____

Pursuant to the Idaho Code, Section 72-1717, I, the undersigned, being duly sworn, depose and certify that _____ is in compliance with the provisions of Idaho Code section 72-1717; that _____ provides a drug-free workplace program that complies with the provisions of Idaho Code, title 72, chapter 17 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 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 _____, _____.

Commission expires:

NOTARY PUBLIC, residing at

The bidder agrees that this bid shall be good and may not be withdrawn for a period of 60 calendar days after the scheduled closing time for receiving bids.

Upon receipt of written notice of the acceptance of this bid, Bidder will execute the Subcontract within 10 days and deliver a Surety Bond or Bonds if required by CM Company.

The undersigned agrees and promises, in submitting this proposal, that if issued a Letter of Intent or Subcontract, he will execute the required Subcontract without alterations within ten (10) days, immediately furnish Performance Bond and Labor and Material Payment Bond (if required), Insurance Policy and Certificate of Insurance.

The undersigned understands that the Owner reserves the right to accept, reject or negotiate any and/or all bids and waive any informality in the bidding. Final award is subject to approval by the Owner.

The undersigned acknowledges receipt of Addendum(s)

_____ 1 _____ dated _____ 02/17/2025 _____

_____ 2 _____ dated _____ 03/10/2025 _____

_____ dated _____

_____ dated _____

The Undersigned notifies that he is of this date duly licensed as an Idaho Public Works Contractor and further that he possesses Idaho Public Works Contractor's License No. _____ and is domiciled in the State of _____.

Dated at on this _____ day of _____ 2025.

Respectfully submitted,

Company

Business Address

(Seal - if bid is by a Corporation)

Authorized Signature

Printed or Typed Name

Title

Telephone Number

Fax Number

Email Address

SUBCONTRACTOR BID PROPOSAL FORM

To: CM Company, Inc.
Re: ITD D5 Preston Maintenance Shed
294 East 8 North
Preston, Idaho 83236

Bid Due By: 12:29:59 PM
Bid Date: May 15, 2025

Bid Package # 19
Bid Package Name: Concrete Sealing
FM Global Number: FM52532

Submitted by: _____

In compliance with the construction documents for the ITD D5 Preston Maintenance Shed project and having examined the Contract Documents and Site of Proposed Work, and being familiar with all of the conditions surrounding the construction of the proposed project, including availability of materials and labor, the undersigned hereby proposes to furnish all labor, materials, supplies, equipment, supervision, 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, of which this Proposal is a part.

Bidder hereby agrees to commence work under the Subcontract on or before a date to be specified in written "Notice to Proceed" and substantially complete the project within the times stipulated in the enclosed construction schedule. Bidder further agrees to pay as liquidated damages the sum of Five Hundred Dollars (\$500) for each consecutive calendar day after the established date for substantial completion or adjusted date as established by a change order hereinafter.

- Division 01 – General Requirements***
- Section 033000 – Cast-In-Place Concrete*
- Section 033500 – Concrete Finishing
- Section 079000 – Joint Protection
- Section 099000 – Painting and Coating *

*(As applicable to this work)

Note: All Contract Documents Apply – Bidding Contractors are responsible for all pages of addendums including attachments.

Bidding Requirements: In addition to the work required in the above Sections, this bid package overview includes but is not limited to the following:

Provide labor, materials, supervision, and equipment for all **Concrete Sealing** in accordance with the bid documents.

This Contractor is to furnish and install primer, paint, sealers, high performance coatings, and stains as applicable for the following:

- Surface preparation, removal of plates, trim and fittings necessary prior to concrete sealing.
- Provide and install all sealed concrete.
- Joint sealants at sealed concrete areas.
- Concrete hardener and sealer at all locations as noted.
- All concrete aprons and sidewalk slabs to receive Sekagard 705L or equal sealer.

- Temporary lighting – minimum 200 W light source, placed 8’ above floor surface for every 425 square feet of floor being finished is the responsibility of this contractor.
- Joint sealants for this scope of work.
- Clean and prep existing concrete aprons to receive new slab sealer.
- Submittals, site specific safety plan, daily clean-up for this contractor’s work.

All craning, hoisting, machinery, scaffold, or equipment required to complete the delivery and installation of this scope of work is the responsibility of this Contractor.

The scope outlined above is to be used as a reference only and should not be considered exhaustive. It is the responsibility of the bidding Contractor to review all bid documents to provide a complete and responsive bid for their trade and include all items in accordance with the plans and specifications.

General Notes:

This Contractor shall properly cover and protect the work of others from damage or soiling due to the performance of this work and shall properly clean, restore, replace, or pay for the cleaning, restoration, or replacement of any such work damaged or soiled in the performance of this work.

This Contractor will commit to allocating sufficient quantities of manpower, material, and equipment to this project to meet the construction schedule established by the Construction Manager.

This Contractor will coordinate all activities with all other trades to allow for timely construction activities throughout the duration of the project.

This Contractor is to provide, install, and remove any safety equipment required to perform this work.

This bid includes all warranties per specification.

Base Bid

Furnish and install (Including all applicable taxes, permits, labor, material, equipment, payment and performance bonds)

Base Bid: \$ _____

(Amount shall be shown in both words and figures. In case of discrepancy, the amount shown in word will govern).

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:

- All contractors shall submit his or her bid based on current vendor and supplier pricing. A record of bid time pricing from all vendors and suppliers shall be kept on file by the bidding contractor. This documentation may be requested upon award of subcontract. If a subcontractor is concerned of potential cost escalation from suppliers, a formal request must be issued in writing to CM Company, Inc. thirty (30) days after receipt of the Notice of Intent to Award, with documentation memorializing the supplier’s price and outlining the potential escalation concern. Overhead and profit is not permitted on escalation requests. Proper notice shall be

provided to CM Company, Inc. of any potential cost increases so that early procurement and storage options may be considered.

- The same rule shall apply in the case of any material price decreases. CM Company, Inc. reserves the right to review original pricing and current pricing thirty (30) days prior to the procurement of materials for the duration of the construction project. Should material costs decrease in excess of Ten (10) percent (%) occur, this value shall be returned to the owner as a deductive change order.
- 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 below.
 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.

Bidder understands that ITD 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 and may not be withdrawn for a period of 60 calendar days after the scheduled closing time for receiving bids.

Upon receipt of written notice of the acceptance of this bid, Bidder will execute the Subcontract within 10 days and deliver a Surety Bond or Bonds if required by CM Company.

IDAHO CODE CERTIFICATION FORM

Failure to comply with the terms of the referenced Idaho Code may result in breach of contract.

Anti-Boycott Clauses

Per the provisions of Idaho Code §§ [67-2346](#), Anti-Boycott Against Israel Act, and Idaho Code §§ [67-2347A](#), Prohibition on Contracts with Companies Boycotting Certain Sectors the undersigned certifies that it is not currently engaged in and will not for the duration of the contract engage in the following:

- boycott of goods or services from Israel or territories under its control; or
- boycott of any individual or company because the individual or company engages in or supports the exploration, production, utilization, transportation, sale, or manufacture of fossil fuel-based energy, timber, minerals, hydroelectric power, nuclear energy, or agriculture; or
- boycott of any individual or company because the individual or company engages in or supports the manufacture, distribution, sale, or use of firearms, as defined in Idaho Code § [18-3302\(2\)\(d\)](#).

Prohibition on Contracts with Companies Owned or Operated by the Government of China

Idaho Code, §§ [67-2359](#) states “a public entity in this state may not enter into a contract with a company to acquire or dispose of services, supplies, information technology, or construction unless the contract includes a written certification that the company is not currently owned or operated by the government of China and will not for the duration of the contract be owned or operated by the government of China”. Company certifies that it is not owned or operated by the government of China.

By signing below, I certify that this company understands and will comply with the aforementioned requirements

Signature of Company’s authorized representative:

Signature

Company Name

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

STATE OF _____

COUNTY OF _____

Pursuant to the Idaho Code, Section 72-1717, I, the undersigned, being duly sworn, depose and certify that _____ is in compliance with the provisions of Idaho Code section 72-1717; that _____ provides a drug-free workplace program that complies with the provisions of Idaho Code, title 72, chapter 17 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 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 _____, _____.

Commission expires:

NOTARY PUBLIC, residing at

The undersigned agrees and promises, in submitting this proposal, that if issued a Letter of Intent or Subcontract, he will execute the required Subcontract without alterations within ten (10) days, immediately furnish Performance Bond and Labor and Material Payment Bond (if required), Insurance Policy and Certificate of Insurance.

The undersigned understands that the Owner reserves the right to accept, reject or negotiate any and/or all bids and waive any informality in the bidding. Final award is subject to approval by the Owner.

The undersigned acknowledges receipt of Addendum(s)

1 dated 02/17/2025

2 dated 03/10/2025

_____ dated _____

_____ dated _____



The Undersigned notifies that he is of this date duly licensed as an Idaho Public Works Contractor and further that he possesses Idaho Public Works Contractor's License No. _____ and is domiciled in the State of _____.

Dated at on this _____ day of _____ 2025.

Respectfully submitted,

(Seal - if bid is by a Corporation)

Company

Business Address

Authorized Signature

Printed or Typed Name

Title

Telephone Number

Fax Number

Email Address

SUBCONTRACTOR BID PROPOSAL FORM

To: CM Company, Inc.
Re: ITD D5 Preston Maintenance Shed
294 East 8 North
Preston, Idaho 83236

Bid Due By: 12:44:59 PM
Bid Date: May 15, 2025

Bid Package # 20
Bid Package Name: Tile
FM Global Number: FM52533

Submitted by: _____

In compliance with the construction documents for the ITD D5 Preston Maintenance Shed project and having examined the Contract Documents and Site of Proposed Work, and being familiar with all of the conditions surrounding the construction of the proposed project, including availability of materials and labor, the undersigned hereby proposes to furnish all labor, materials, supplies, equipment, supervision, 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, of which this Proposal is a part.

Bidder hereby agrees to commence work under the Subcontract on or before a date to be specified in written "Notice to Proceed" and substantially complete the project within the times stipulated in the enclosed construction schedule. Bidder further agrees to pay as liquidated damages the sum of Five Hundred Dollars (\$500) for each consecutive calendar day after the established date for substantial completion or adjusted date as established by a change order hereinafter.

Division 01 – General Requirements*
Section 093000 – Tiling

*(As applicable to this work)

Note: All Contract Documents Apply – Bidding Contractors are responsible for all pages of addendums including attachments.

Bidding Requirements: In addition to the work required in the above Sections, this bid package overview includes but is not limited to the following:

Tile in accordance with the bid documents.

This Contractor is to furnish and install the following:

- Wall tile.
- Tile base.
- All required mortar, grout, and accessories required for a complete tile installation.
- Submittals, site specific safety plan, daily clean-up for this contractor's work.

All craning, hoisting, machinery, or equipment required to complete the delivery and installation of this scope of work is the responsibility of this Contractor.

The scope outlined above is to be used as a reference only and should not be considered exhaustive. It is the responsibility of the bidding Contractor to review all bid documents to provide a complete and responsive bid for their trade and include all items in accordance with the plans and specifications.

General Notes:

This Contractor shall properly cover and protect the work of others from damage or soiling due to the performance of this work and shall properly clean, restore, replace, and/or pay for the cleaning, restoration, or replacement of any such work damaged or soiled in the performance of this work.

This Contractor will commit to allocating sufficient quantities of manpower, material, and equipment to this project to meet the construction schedule established by the Construction Manager.

This Contractor will coordinate all activities with all other trades to allow for timely construction activities throughout the duration of the project.

This bid includes all warranties per specification.

Base Bid

Furnish and install (Including all applicable taxes, permits, labor, material, equipment, payment and performance bonds)

Base Bid: \$ _____

(Amount shall be shown in both words and figures. In case of discrepancy, the amount shown in word will govern).

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:

- All contractors shall submit his or her bid based on current vendor and supplier pricing. A record of bid time pricing from all vendors and suppliers shall be kept on file by the bidding contractor. This documentation may be requested upon award of subcontract. If a subcontractor is concerned of potential cost escalation from suppliers, a formal request must be issued in writing to CM Company, Inc. thirty (30) days after receipt of the Notice of Intent to Award, with documentation memorializing the supplier's price and outlining the potential escalation concern. Overhead and profit is not permitted on escalation requests. Proper notice shall be provided to CM Company, Inc. of any potential cost increases so that early procurement and storage options may be considered.
- The same rule shall apply in the case of any material price decreases. CM Company, Inc. reserves the right to review original pricing and current pricing thirty (30) days prior to the procurement of materials for the duration of the construction project. Should material costs decrease in excess of Ten (10) percent (%) occur, this value shall be returned to the owner as a deductive change order.
- 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 below.
 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.

Bidder understands that ITD 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 and may not be withdrawn for a period of 60 calendar days after the scheduled closing time for receiving bids.

Upon receipt of written notice of the acceptance of this bid, Bidder will execute the Subcontract within 10 days and deliver a Surety Bond or Bonds if required by CM Company.

The undersigned agrees and promises, in submitting this proposal, that if issued a Letter of Intent or Subcontract, he will execute the required Subcontract without alterations within ten (10) days, immediately furnish Performance Bond and Labor and Material Payment Bond (if required), Insurance Policy and Certificate of Insurance.

The undersigned understands that the Owner reserves the right to accept, reject or negotiate any and/or all bids and waive any informality in the bidding. Final award is subject to approval by the Owner.

IDAHO CODE CERTIFICATION FORM

Failure to comply with the terms of the referenced Idaho Code may result in breach of contract.

Anti-Boycott Clauses

Per the provisions of Idaho Code §§ [67-2346](#), Anti-Boycott Against Israel Act, and Idaho Code §§ [67-2347A](#), Prohibition on Contracts with Companies Boycotting Certain Sectors the undersigned certifies that it is not currently engaged in and will not for the duration of the contract engage in the following:

- boycott of goods or services from Israel or territories under its control; or
- boycott of any individual or company because the individual or company engages in or supports the exploration, production, utilization, transportation, sale, or manufacture of fossil fuel-based energy, timber, minerals, hydroelectric power, nuclear energy, or agriculture; or
- boycott of any individual or company because the individual or company engages in or supports the manufacture, distribution, sale, or use of firearms, as defined in Idaho Code § [18-3302\(2\)\(d\)](#).

Prohibition on Contracts with Companies Owned or Operated by the Government of China

Idaho Code, §§ [67-2359](#) states “a public entity in this state may not enter into a contract with a company to acquire or dispose of services, supplies, information technology, or construction unless the contract includes a written certification that the company is not currently owned or operated by the government of China and will not for the duration of the contract be owned or operated by the government of China”. Company certifies that it is not owned or operated by the government of China.

By signing below, I certify that this company understands and will comply with the aforementioned requirements

Signature of Company’s authorized representative:

Signature

Company Name

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

STATE OF _____

COUNTY OF _____

Pursuant to the Idaho Code, Section 72-1717, I, the undersigned, being duly sworn, depose and certify that _____ is in compliance with the provisions of Idaho Code section 72-1717; that _____ provides a drug-free workplace program that complies with the provisions of Idaho Code, title 72, chapter 17 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 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 _____, _____.

Commission expires:

NOTARY PUBLIC, residing at

The undersigned acknowledges receipt of Addendum(s)

_____ 1 _____ dated _____ 02/17/2025 _____

_____ 2 _____ dated _____ 03/10/2025 _____

_____ dated _____

_____ dated _____

The Undersigned notifies that he is of this date duly licensed as an Idaho Public Works Contractor and further that he possesses Idaho Public Works Contractor's License No. _____ and is domiciled in the State of _____.

Dated at on this _____ day of _____ 2025.

Respectfully submitted,

Company

Business Address

(Seal - if bid is by a Corporation)

Authorized Signature

Printed or Typed Name

Title

Telephone Number

Fax Number

Email Address

SUBCONTRACTOR BID PROPOSAL FORM

To: CM Company, Inc.
Re: ITD D5 Preston Maintenance Shed
294 East 8 North
Preston, Idaho 83236

Bid Due By: 12:59:59 PM
Bid Date: May 15, 2025

Bid Package # 21
Bid Package Name: Specialties
FM Global Number: FM52534

Submitted by: _____

In compliance with the construction documents for the ITD D5 Preston Maintenance Shed project and having examined the Contract Documents and Site of Proposed Work, and being familiar with all of the conditions surrounding the construction of the proposed project, including availability of materials and labor, the undersigned hereby proposes to furnish all labor, materials, supplies, equipment, supervision, 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, of which this Proposal is a part.

Bidder hereby agrees to commence work under the Subcontract on or before a date to be specified in written "Notice to Proceed" and substantially complete the project within the times stipulated in the enclosed construction schedule. Bidder further agrees to pay as liquidated damages the sum of Five Hundred Dollars (\$500) for each consecutive calendar day after the established date for substantial completion or adjusted date as established by a change order hereinafter.

Division 01 – General Requirements*

Section 079000 – Joint Protection*
Section 101400 – Signage
Section 102600 – Wall and Door Protection
Section 102800 – Toilet, Bath, and Laundry Accessories
Section 104400 – Fire Protection Specialties

*(As applicable to this work)

Note: All Contract Documents Apply – Bidding Contractors are responsible for all pages of addendums including attachments.

Bidding Requirements: In addition to the work required in the above Sections, this bid package overview includes but is not limited to the following:

Provide labor, materials, supervision, and equipment to furnish and install all **Specialties** in accordance with the bid documents.

This Contractor is to furnish and install the following:

- Corner guards.
- Fire extinguishers.
- Fire extinguisher cabinets.
- Paper towel dispensers.
- Soap dispensers.
- Robe hooks.

- Grab bars.
- Mirrors.
- Toilet paper dispensers.
- ADA Shower Seats.
- Shower curtains and rods.
- Mop strips.
- Wall mounted soap dishes. – **Called out on specifications, not shown on drawings**
- Interior signage.
- Exterior building signage (except for signage noted as “by owner”).
- Joint sealants for this scope of work.
- Submittals, site specific safety plan, daily clean-up for this contractor’s work.

All craning, hoisting, machinery, or equipment required to complete the delivery and installation of this scope of work is the responsibility of this Contractor.

The scope outlined above is to be used as a reference only and should not be considered exhaustive. It is the responsibility of the bidding Contractor to review all bid documents to provide a complete and responsive bid for their trade and include all items in accordance with the plans and specifications.

General Notes:

This Contractor shall properly cover and protect the work of others from damage or soiling due to the performance of this work and shall properly clean, restore, replace, and/or pay for the cleaning, restoration, or replacement of any such work damaged or soiled in the performance of this work.

This Contractor will commit to allocating sufficient quantities of manpower, material, and equipment to this project to meet the construction schedule established by the Construction Manager.

This Contractor will coordinate all activities with all other trades to allow for timely construction activities throughout the duration of the project.

This Contractor is to provide, install, and remove any safety equipment required to perform this work.

This bid includes all warranties per specification.

Base Bid

Furnish and install (Including all applicable taxes, permits, labor, material, equipment, payment and performance bonds)

Base Bid: \$ _____

(Amount shall be shown in both words and figures. In case of discrepancy, the amount shown in word will govern).

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:

- All contractors shall submit his or her bid based on current vendor and supplier pricing. A record of bid time pricing from all vendors and suppliers shall be kept on file by the bidding contractor. This documentation may

be requested upon award of subcontract. If a subcontractor is concerned of potential cost escalation from suppliers, a formal request must be issued in writing to CM Company, Inc. thirty (30) days after receipt of the Notice of Intent to Award, with documentation memorializing the supplier's price and outlining the potential escalation concern. Overhead and profit is not permitted on escalation requests. Proper notice shall be provided to CM Company, Inc. of any potential cost increases so that early procurement and storage options may be considered.

- The same rule shall apply in the case of any material price decreases. CM Company, Inc. reserves the right to review original pricing and current pricing thirty (30) days prior to the procurement of materials for the duration of the construction project. Should material costs decrease in excess of Ten (10) percent (%) occur, this value shall be returned to the owner as a deductive change order.
- 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 below.
 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.

Bidder understands that ITD 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 and may not be withdrawn for a period of 60 calendar days after the scheduled closing time for receiving bids.

IDAHO CODE CERTIFICATION FORM

Failure to comply with the terms of the referenced Idaho Code may result in breach of contract.

Anti-Boycott Clauses

Per the provisions of Idaho Code §§ [67-2346](#), Anti-Boycott Against Israel Act, and Idaho Code §§ [67-2347A](#), Prohibition on Contracts with Companies Boycotting Certain Sectors the undersigned certifies that it is not currently engaged in and will not for the duration of the contract engage in the following:

- boycott of goods or services from Israel or territories under its control; or
- boycott of any individual or company because the individual or company engages in or supports the exploration, production, utilization, transportation, sale, or manufacture of fossil fuel-based energy, timber, minerals, hydroelectric power, nuclear energy, or agriculture; or
- boycott of any individual or company because the individual or company engages in or supports the manufacture, distribution, sale, or use of firearms, as defined in Idaho Code § [18-3302\(2\)\(d\)](#).

Prohibition on Contracts with Companies Owned or Operated by the Government of China

Idaho Code, §§ [67-2359](#) states “a public entity in this state may not enter into a contract with a company to acquire or dispose of services, supplies, information technology, or construction unless the contract includes a written certification that the company is not currently owned or operated by the government of China and will not for the duration of the contract be owned or operated by the government of China”. Company certifies that it is not owned or operated by the government of China.

By signing below, I certify that this company understands and will comply with the aforementioned requirements

Signature of Company’s authorized representative:

Signature

Company Name

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

STATE OF _____

COUNTY OF _____

Pursuant to the Idaho Code, Section 72-1717, I, the undersigned, being duly sworn, depose and certify that _____ is in compliance with the provisions of Idaho Code section 72-1717; that _____ provides a drug-free workplace program that complies with the provisions of Idaho Code, title 72, chapter 17 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 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 _____, _____.

Commission expires:

NOTARY PUBLIC, residing at

Upon receipt of written notice of the acceptance of this bid, Bidder will execute the Subcontract within 10 days and deliver a Surety Bond or Bonds if required by CM Company.

The undersigned agrees and promises, in submitting this proposal, that if issued a Letter of Intent or Subcontract, he will execute the required Subcontract without alterations within ten (10) days, immediately furnish Performance Bond and Labor and Material Payment Bond (if required), Insurance Policy and Certificate of Insurance.

The undersigned understands that the Owner reserves the right to accept, reject or negotiate any and/or all bids and waive any informality in the bidding. Final award is subject to approval by the Owner.

The undersigned acknowledges receipt of Addendum(s)

1 dated 02/17/2025

2 dated 03/10/2025

_____ dated _____

_____ dated _____

The Undersigned notifies that he is of this date duly licensed as an Idaho Public Works Contractor and further that he possesses Idaho Public Works Contractor's License No. _____ and is domiciled in the State of _____.

Dated at on this _____ day of _____ 2025.

Respectfully submitted,

Company

Business Address

(Seal - if bid is by a Corporation)

Authorized Signature

Printed or Typed Name

Title

Telephone Number

Fax Number

Email Address

SUBCONTRACTOR BID PROPOSAL FORM

To: CM Company, Inc.
Re: ITD D5 Preston Maintenance Shed
294 East 8 North
Preston, Idaho 83236

Bid Due By: 1:14:59 PM
Bid Date: May 15, 2025

Bid Package # 22
Bid Package Name: Window Coverings
FM Global Number: FM52535

Submitted by: _____

In compliance with the construction documents for the ITD D5 Preston Maintenance Shed project and having examined the Contract Documents and Site of Proposed Work, and being familiar with all of the conditions surrounding the construction of the proposed project, including availability of materials and labor, the undersigned hereby proposes to furnish all labor, materials, supplies, equipment, supervision, 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, of which this Proposal is a part.

Bidder hereby agrees to commence work under the Subcontract on or before a date to be specified in written "Notice to Proceed" and substantially complete the project within the times stipulated in the enclosed construction schedule. Bidder further agrees to pay as liquidated damages the sum of Five Hundred Dollars (\$500) for each consecutive calendar day after the established date for substantial completion or adjusted date as established by a change order hereinafter.

Division 01 – General Requirements*
Reference drawings for window coverings specifications

*(As applicable to this work)

Note: All Contract Documents Apply – Bidding Contractors are responsible for all pages of addendums including attachments.

Bidding Requirements: In addition to the work required in the above Sections, this bid package overview includes but is not limited to the following:

Provide labor, materials, supervision, and equipment to furnish and install all **Window Coverings** in accordance with the bid documents.

This Contractor is to furnish and install the following:

- Window coverings.
- All accessories required for a full and complete installation of this scope of work.
- Submittals, site specific safety plan, daily clean-up for this contractor's work.

All craning, hoisting, machinery, or equipment required to complete the delivery and installation of this scope of work is the responsibility of this Contractor.

The scope outlined above is to be used as a reference only and should not be considered exhaustive. It is the responsibility of the bidding Contractor to review all bid documents to provide a complete and responsive bid for their trade and include all items in accordance with the plans and specifications.

General Notes:

This Contractor shall properly cover and protect the work of others from damage or soiling due to the performance of this work and shall properly clean, restore, replace, and/or pay for the cleaning, restoration, or replacement of any such work damaged or soiled in the performance of this work.

This Contractor will commit to allocating sufficient quantities of manpower, material, and equipment to this project to meet the construction schedule established by the Construction Manager.

This Contractor will coordinate all activities with all other trades to allow for timely construction activities throughout the duration of the project.

This Contractor is to provide, install, and remove any safety equipment required to perform this work.

This bid includes all warranties per specification.

Base Bid

Furnish and install (Including all applicable taxes, permits, labor, material, equipment, payment and performance bonds)

Base Bid: \$ _____

(Amount shall be shown in both words and figures. In case of discrepancy, the amount shown in word will govern).
).

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:

- All contractors shall submit his or her bid based on current vendor and supplier pricing. A record of bid time pricing from all vendors and suppliers shall be kept on file by the bidding contractor. This documentation may be requested upon award of subcontract. If a subcontractor is concerned of potential cost escalation from suppliers, a formal request must be issued in writing to CM Company, Inc. thirty (30) days after receipt of the Notice of Intent to Award, with documentation memorializing the supplier's price and outlining the potential escalation concern. Overhead and profit is not permitted on escalation requests. Proper notice shall be provided to CM Company, Inc. of any potential cost increases so that early procurement and storage options may be considered.
- The same rule shall apply in the case of any material price decreases. CM Company, Inc. reserves the right to review original pricing and current pricing thirty (30) days prior to the procurement of materials for the duration of the construction project. Should material costs decrease in excess of Ten (10) percent (%) occur, this value shall be returned to the owner as a deductive change order.
- 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 below.
 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.

Bidder understands that ITD 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 and may not be withdrawn for a period of 60 calendar days after the scheduled closing time for receiving bids.

Upon receipt of written notice of the acceptance of this bid, Bidder will execute the Subcontract within 10 days and deliver a Surety Bond or Bonds if required by CM Company.

The undersigned agrees and promises, in submitting this proposal, that if issued a Letter of Intent or Subcontract, he will execute the required Subcontract without alterations within ten (10) days, immediately furnish Performance Bond and Labor and Material Payment Bond (if required), Insurance Policy and Certificate of Insurance.

The undersigned understands that the Owner reserves the right to accept, reject or negotiate any and/or all bids and waive any informality in the bidding. Final award is subject to approval by the Owner.

IDAHO CODE CERTIFICATION FORM

Failure to comply with the terms of the referenced Idaho Code may result in breach of contract.

Anti-Boycott Clauses

Per the provisions of Idaho Code §§ [67-2346](#), Anti-Boycott Against Israel Act, and Idaho Code §§ [67-2347A](#), Prohibition on Contracts with Companies Boycotting Certain Sectors the undersigned certifies that it is not currently engaged in and will not for the duration of the contract engage in the following:

- boycott of goods or services from Israel or territories under its control; or
- boycott of any individual or company because the individual or company engages in or supports the exploration, production, utilization, transportation, sale, or manufacture of fossil fuel-based energy, timber, minerals, hydroelectric power, nuclear energy, or agriculture; or
- boycott of any individual or company because the individual or company engages in or supports the manufacture, distribution, sale, or use of firearms, as defined in Idaho Code § [18-3302\(2\)\(d\)](#).

Prohibition on Contracts with Companies Owned or Operated by the Government of China

Idaho Code, §§ [67-2359](#) states “a public entity in this state may not enter into a contract with a company to acquire or dispose of services, supplies, information technology, or construction unless the contract includes a written certification that the company is not currently owned or operated by the government of China and will not for the duration of the contract be owned or operated by the government of China”. Company certifies that it is not owned or operated by the government of China.

By signing below, I certify that this company understands and will comply with the aforementioned requirements

Signature of Company’s authorized representative:

Signature

Company Name

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

STATE OF _____

COUNTY OF _____

Pursuant to the Idaho Code, Section 72-1717, I, the undersigned, being duly sworn, depose and certify that _____ is in compliance with the provisions of Idaho Code section 72-1717; that _____ provides a drug-free workplace program that complies with the provisions of Idaho Code, title 72, chapter 17 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 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 _____, _____.

Commission expires:

NOTARY PUBLIC, residing at

The undersigned acknowledges receipt of Addendum(s)

_____ 1 _____ dated _____ 02/17/2025 _____

_____ 2 _____ dated _____ 03/10/2025 _____

_____ dated _____

_____ dated _____

The Undersigned notifies that he is of this date duly licensed as an Idaho Public Works Contractor and further that he possesses Idaho Public Works Contractor's License No. _____ and is domiciled in the State of _____.

Dated at on this _____ day of _____ 2025.

Respectfully submitted,

Company

Business Address

(Seal - if bid is by a Corporation)

Authorized Signature

Printed or Typed Name

Title

Telephone Number

Fax Number

Email Address

SUBCONTRACTOR BID PROPOSAL FORM

To: CM Company, Inc.
Re: ITD D5 Preston Maintenance Shed
294 East 8 North
Preston, Idaho 83236

Bid Due By: 1:29:59 PM
Bid Date: May 15, 2025

Bid Package # 23
Bid Package Name: Vehicle Service Lifts
FM Global Number: FM52536

Submitted by: _____

In compliance with the construction documents for the ITD D5 Preston Maintenance Shed project and having examined the Contract Documents and Site of Proposed Work, and being familiar with all of the conditions surrounding the construction of the proposed project, including availability of materials and labor, the undersigned hereby proposes to furnish all labor, materials, supplies, equipment, supervision, 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, of which this Proposal is a part.

Bidder hereby agrees to commence work under the Subcontract on or before a date to be specified in written "Notice to Proceed" and substantially complete the project within the times stipulated in the enclosed construction schedule. Bidder further agrees to pay as liquidated damages the sum of Five Hundred Dollars (\$500) for each consecutive calendar day after the established date for substantial completion or adjusted date as established by a change order hereinafter.

Division 01 – General Requirements*
Section 144513 – Vehicle Service Lifts

*(As applicable to this work)

Note: All Contract Documents Apply – Bidding Contractors are responsible for all pages of addendums including attachments.

Bidding Requirements: In addition to the work required in the above Sections, this bid package overview includes but is not limited to the following:

Provide labor, materials, supervision, and equipment for a complete installation of all **Vehicle Service Lifts** in accordance with the bid documents.

This Contractor is to furnish and install the following:

- Vehicle service lifts
 - Basis of design: Skylift 780-9 FM JB (No auto pit covers).
 - Lift capacity: 78,000 lbs.
 - Platform: 29'-6 1/2".
- Equipment leveling and adjusting.
- Lift controls (final electrical connections by electrical contractor).
- Disposal of all packaging and crate materials.
- Taxes and freight.
- Submittals, site specific safety plan, daily clean-up for this contractor's work.

All craning, hoisting, machinery, or equipment required to complete the delivery and installation of this scope of work is the responsibility of this Contractor.

The scope outlined above is to be used as a reference only and should not be considered exhaustive. It is the responsibility of the bidding Contractor to review all bid documents to provide a complete and responsive bid for their trade and include all items in accordance with the plans and specifications.

General Notes:

This Contractor shall properly cover and protect the work of others from damage or soiling due to the performance of this work and shall properly clean, restore, replace, and/or pay for the cleaning, restoration, or replacement of any such work damaged or soiled in the performance of this work.

This Contractor will commit to allocating sufficient quantities of manpower, material, and equipment to this project to meet the construction schedule established by the Construction Manager.

This Contractor will coordinate all activities with all other trades to allow for timely construction activities throughout the duration of the project.

This Contractor is to provide, install, and remove any safety equipment required to perform this work.

This bid includes all warranties per specification.

Base Bid

Furnish and install (Including all applicable taxes, permits, labor, material, equipment, payment and performance bonds)

Base Bid: \$ _____

(Amount shall be shown in both words and figures. In case of discrepancy, the amount shown in word will govern).

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:

- All contractors shall submit his or her bid based on current vendor and supplier pricing. A record of bid time pricing from all vendors and suppliers shall be kept on file by the bidding contractor. This documentation may be requested upon award of subcontract. If a subcontractor is concerned of potential cost escalation from suppliers, a formal request must be issued in writing to CM Company, Inc. thirty (30) days after receipt of the Notice of Intent to Award, with documentation memorializing the supplier's price and outlining the potential escalation concern. Overhead and profit is not permitted on escalation requests. Proper notice shall be provided to CM Company, Inc. of any potential cost increases so that early procurement and storage options may be considered.
- The same rule shall apply in the case of any material price decreases. CM Company, Inc. reserves the right to review original pricing and current pricing thirty (30) days prior to the procurement of materials for the duration of the construction project. Should material costs decrease in excess of Ten (10) percent (%) occur, this value shall be returned to the owner as a deductive change order.
- 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 below.
 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.

Bidder understands that ITD 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 and may not be withdrawn for a period of 60 calendar days after the scheduled closing time for receiving bids.

Upon receipt of written notice of the acceptance of this bid, Bidder will execute the Subcontract within 10 days and deliver a Surety Bond or Bonds if required by CM Company.

The undersigned agrees and promises, in submitting this proposal, that if issued a Letter of Intent or Subcontract, he will execute the required Subcontract without alterations within ten (10) days, immediately furnish Performance Bond and Labor and Material Payment Bond (if required), Insurance Policy and Certificate of Insurance.

The undersigned understands that the Owner reserves the right to accept, reject or negotiate any and/or all bids and waive any informality in the bidding. Final award is subject to approval by the Owner.

IDAHO CODE CERTIFICATION FORM

Failure to comply with the terms of the referenced Idaho Code may result in breach of contract.

Anti-Boycott Clauses

Per the provisions of Idaho Code §§ [67-2346](#), Anti-Boycott Against Israel Act, and Idaho Code §§ [67-2347A](#), Prohibition on Contracts with Companies Boycotting Certain Sectors the undersigned certifies that it is not currently engaged in and will not for the duration of the contract engage in the following:

- boycott of goods or services from Israel or territories under its control; or
- boycott of any individual or company because the individual or company engages in or supports the exploration, production, utilization, transportation, sale, or manufacture of fossil fuel-based energy, timber, minerals, hydroelectric power, nuclear energy, or agriculture; or
- boycott of any individual or company because the individual or company engages in or supports the manufacture, distribution, sale, or use of firearms, as defined in Idaho Code § [18-3302\(2\)\(d\)](#).

Prohibition on Contracts with Companies Owned or Operated by the Government of China

Idaho Code, §§ [67-2359](#) states “a public entity in this state may not enter into a contract with a company to acquire or dispose of services, supplies, information technology, or construction unless the contract includes a written certification that the company is not currently owned or operated by the government of China and will not for the duration of the contract be owned or operated by the government of China”. Company certifies that it is not owned or operated by the government of China.

By signing below, I certify that this company understands and will comply with the aforementioned requirements

Signature of Company’s authorized representative:

Signature

Company Name

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

STATE OF _____

COUNTY OF _____

Pursuant to the Idaho Code, Section 72-1717, I, the undersigned, being duly sworn, depose and certify that _____ is in compliance with the provisions of Idaho Code section 72-1717; that _____ provides a drug-free workplace program that complies with the provisions of Idaho Code, title 72, chapter 17 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 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 _____, _____.

Commission expires:

NOTARY PUBLIC, residing at

The undersigned acknowledges receipt of Addendum(s)

_____ 1 _____ dated _____ 02/17/2025 _____

_____ 2 _____ dated _____ 03/10/2025 _____

_____ dated _____

_____ dated _____

The Undersigned notifies that he is of this date duly licensed as an Idaho Public Works Contractor and further that he possesses Idaho Public Works Contractor's License No. _____ and is domiciled in the State of _____.

Dated at on this _____ day of _____ 2025.

Respectfully submitted,

Company

Business Address

(Seal - if bid is by a Corporation)

Authorized Signature

Printed or Typed Name

Title

Telephone Number

Fax Number

Email Address

SUBCONTRACTOR BID PROPOSAL FORM

To: CM Company, Inc.
Re: ITD D5 Preston Maintenance Shed
294 East 8 North
Preston, Idaho 83236

Bid Due By: 1:44:59 PM
Bid Date: May 15, 2025

Bid Package # 24
Bid Package Name: Cranes and Hoists
FM Global Number: FM52537

Submitted by: _____

In compliance with the construction documents for the ITD D5 Preston Maintenance Shed project and having examined the Contract Documents and Site of Proposed Work, and being familiar with all of the conditions surrounding the construction of the proposed project, including availability of materials and labor, the undersigned hereby proposes to furnish all labor, materials, supplies, equipment, supervision, 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, of which this Proposal is a part.

Bidder hereby agrees to commence work under the Subcontract on or before a date to be specified in written "Notice to Proceed" and substantially complete the project within the times stipulated in the enclosed construction schedule. Bidder further agrees to pay as liquidated damages the sum of Five Hundred Dollars (\$500) for each consecutive calendar day after the established date for substantial completion or adjusted date as established by a change order hereinafter.

Division 01 – General Requirements*
Section 146000 – Cranes and Hoists

*(As applicable to this work)

Note: All Contract Documents Apply – Bidding Contractors are responsible for all pages of addendums including attachments.

Bidding Requirements: In addition to the work required in the above Sections, this bid package overview includes but is not limited to the following:

Provide labor, materials, supervision, and equipment for a complete installation of all **Cranes and Hoists** in accordance with the bid documents.

This Contractor is to furnish and install the following:

- Crane rail beams
- Crane.
- Controls.
- Taxes and freight.
- Submittals, site specific safety plan, daily clean-up for this contractor's work.

All craning, hoisting, machinery, or equipment required to complete the delivery and installation of this scope of work is the responsibility of this Contractor.

The scope outlined above is to be used as a reference only and should not be considered exhaustive. It is the responsibility of the bidding Contractor to review all bid documents to provide a complete and responsive bid for their trade and include all items in accordance with the plans and specifications.

General Notes:

This Contractor shall properly cover and protect the work of others from damage or soiling due to the performance of this work and shall properly clean, restore, replace, and/or pay for the cleaning, restoration, or replacement of any such work damaged or soiled in the performance of this work.

This Contractor will commit to allocating sufficient quantities of manpower, material, and equipment to this project to meet the construction schedule established by the Construction Manager.

This Contractor will coordinate all activities with all other trades to allow for timely construction activities throughout the duration of the project.

This Contractor is to provide, install, and remove any safety equipment required to perform this work.

This bid includes all warranties per specification.

Base Bid

Furnish and install (Including all applicable taxes, permits, labor, material, equipment, payment and performance bonds)

Base Bid: \$ _____

(Amount shall be shown in both words and figures. In case of discrepancy, the amount shown in word will govern).

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:

- All contractors shall submit his or her bid based on current vendor and supplier pricing. A record of bid time pricing from all vendors and suppliers shall be kept on file by the bidding contractor. This documentation may be requested upon award of subcontract. If a subcontractor is concerned of potential cost escalation from suppliers, a formal request must be issued in writing to CM Company, Inc. thirty (30) days after receipt of the Notice of Intent to Award, with documentation memorializing the supplier's price and outlining the potential escalation concern. Overhead and profit is not permitted on escalation requests. Proper notice shall be provided to CM Company, Inc. of any potential cost increases so that early procurement and storage options may be considered.
- The same rule shall apply in the case of any material price decreases. CM Company, Inc. reserves the right to review original pricing and current pricing thirty (30) days prior to the procurement of materials for the duration of the construction project. Should material costs decrease in excess of Ten (10) percent (%) occur, this value shall be returned to the owner as a deductive change order.
- 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 below.
 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.

Bidder understands that ITD 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 and may not be withdrawn for a period of 60 calendar days after the scheduled closing time for receiving bids.

Upon receipt of written notice of the acceptance of this bid, Bidder will execute the Subcontract within 10 days and deliver a Surety Bond or Bonds if required by CM Company.

The undersigned agrees and promises, in submitting this proposal, that if issued a Letter of Intent or Subcontract, he will execute the required Subcontract without alterations within ten (10) days, immediately furnish Performance Bond and Labor and Material Payment Bond (if required), Insurance Policy and Certificate of Insurance.

The undersigned understands that the Owner reserves the right to accept, reject or negotiate any and/or all bids and waive any informality in the bidding. Final award is subject to approval by the Owner.

IDAHO CODE CERTIFICATION FORM

Failure to comply with the terms of the referenced Idaho Code may result in breach of contract.

Anti-Boycott Clauses

Per the provisions of Idaho Code §§ [67-2346](#), Anti-Boycott Against Israel Act, and Idaho Code §§ [67-2347A](#), Prohibition on Contracts with Companies Boycotting Certain Sectors the undersigned certifies that it is not currently engaged in and will not for the duration of the contract engage in the following:

- boycott of goods or services from Israel or territories under its control; or
- boycott of any individual or company because the individual or company engages in or supports the exploration, production, utilization, transportation, sale, or manufacture of fossil fuel-based energy, timber, minerals, hydroelectric power, nuclear energy, or agriculture; or
- boycott of any individual or company because the individual or company engages in or supports the manufacture, distribution, sale, or use of firearms, as defined in Idaho Code § [18-3302\(2\)\(d\)](#).

Prohibition on Contracts with Companies Owned or Operated by the Government of China

Idaho Code, §§ [67-2359](#) states “a public entity in this state may not enter into a contract with a company to acquire or dispose of services, supplies, information technology, or construction unless the contract includes a written certification that the company is not currently owned or operated by the government of China and will not for the duration of the contract be owned or operated by the government of China”. Company certifies that it is not owned or operated by the government of China.

By signing below, I certify that this company understands and will comply with the aforementioned requirements

Signature of Company’s authorized representative:

Signature

Company Name

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

STATE OF _____

COUNTY OF _____

Pursuant to the Idaho Code, Section 72-1717, I, the undersigned, being duly sworn, depose and certify that _____ is in compliance with the provisions of Idaho Code section 72-1717; that _____ provides a drug-free workplace program that complies with the provisions of Idaho Code, title 72, chapter 17 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 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 _____, _____.

Commission expires:

NOTARY PUBLIC, residing at

The undersigned acknowledges receipt of Addendum(s)

_____ 1 _____ dated _____ 02/17/2025 _____

_____ 2 _____ dated _____ 03/10/2025 _____

_____ dated _____

_____ dated _____

The Undersigned notifies that he is of this date duly licensed as an Idaho Public Works Contractor and further that he possesses Idaho Public Works Contractor's License No. _____ and is domiciled in the State of _____.

Dated at on this _____ day of _____ 2025.

Respectfully submitted,

Company

Business Address

(Seal - if bid is by a Corporation)

Authorized Signature

Printed or Typed Name

Title

Telephone Number

Fax Number

Email Address

SUBCONTRACTOR BID PROPOSAL FORM

To: CM Company, Inc.
Re: ITD D5 Preston Maintenance Shed
294 East 8 North
Preston, Idaho 83236

Bid Due By: 1:59:59 PM
Bid Date: May 15, 2025

Bid Package # 25
Bid Package Name: Fire Suppression
FM Global Number: FM52538

Submitted by: _____

In compliance with the construction documents for the ITD D5 Preston Maintenance Shed project and having examined the Contract Documents and Site of Proposed Work, and being familiar with all of the conditions surrounding the construction of the proposed project, including availability of materials and labor, the undersigned hereby proposes to furnish all labor, materials, supplies, equipment, supervision, 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, of which this Proposal is a part.

Bidder hereby agrees to commence work under the Subcontract on or before a date to be specified in written "Notice to Proceed" and substantially complete the project within the times stipulated in the enclosed construction schedule. Bidder further agrees to pay as liquidated damages the sum of Five Hundred Dollars (\$500) for each consecutive calendar day after the established date for substantial completion or adjusted date as established by a change order hereinafter.

Division 01 – General Conditions*

Section 079000 – Joint Protection*
Division 21 - Fire Suppression
Division 22 – Plumbing*
Division 23 – HVAC*
Division 26 – Electrical*

* (As applicable to this work)

Note: All Contract Documents Apply – Bidding Contractors are responsible for all pages of addendums including attachments.

Bidding Requirements: In addition to the work required in the above Sections, this bid package overview includes but is not limited to the following:

Provide labor, materials, supervision, and equipment for a complete installation of **Fire Suppression System** in accordance with the bid documents.

This Contractor is to furnish and install the following:

- Fire suppression systems to include installing all below grade fire lines, piping, accessories and fire riser including site fire lines and thrust blocks as needed.
- Coordinate with earthwork bid package for fire protection underground responsibilities. If there is a component required for a full, complete, and operational fire suppression system that is not in the earthworker's bid package, it is the responsibility of this contractor.
- Oversee and certify fire service line (provided and installed by earthwork contractor)

- All earthwork and excavation within 5' of the building is the responsibility of this contractor.
- All fire department connections.
- Oversee fire sprinkler line installations to first flange. All trenching, bedding, backfill, and compaction for fire lines is the responsibility of this contractor.
- All piping, sprinkler heads, alarm valves, switches, hangars, bracing, isolators and seismic bracing.
- Wet riser, double check backflow preventor, all valves, pressure gauge, flow switch.
- Post indicator valve on all fire line services.
- Fire protection pipe identification.
- Fire caulking all fire sprinkler wall penetrations.
- Submit complete layout to underwriters having jurisdiction and State Fire Marshal for approval.
- Fees due to regulatory agencies.
- Complete design, installation, and certification.
- Permits, submittals, shop drawings, site specific safety plan, daily clean-up for this contractor's work.

All material and installations, including sway bracing shall be in compliance with all applicable N.F.P.A. Standards, state and local codes.

All craning, hoisting, machinery, or equipment required to complete the delivery and installation of this scope of work is the responsibility of this Contractor.

The scope outlined above is to be used as a reference only and should not be considered exhaustive. It is the responsibility of the bidding Contractor to review all bid documents to provide a complete and responsive bid for their trade and include all items in accordance with the plans and specifications.

General Notes:

This Contractor shall properly cover and protect the work of others from damage or soiling due to the performance of this work and shall properly clean, restore, replace, and/or pay for the cleaning, restoration, or replacement of any such work damaged or soiled in the performance of this work.

This Contractor will commit to allocating sufficient quantities of manpower, material, and equipment to this project to meet the construction schedule established by the Construction Manager.

This Contractor will coordinate all activities with all other trades to allow for timely construction activities throughout the duration of the project.

This Contractor is to provide, install, and remove any safety equipment required to perform this work.

This bid includes all warranties per specification.

This bid package does not include:

- Final electrical connections are to be by the electrical contractor.

Base Bid

Furnish and install (Including all applicable taxes, permits, labor, material, equipment, payment and performance bonds)

Base Bid: \$ _____

(Amount shall be shown in both words and figures. In case of discrepancy, the amount shown in word will govern).

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:

- All contractors shall submit his or her bid based on current vendor and supplier pricing. A record of bid time pricing from all vendors and suppliers shall be kept on file by the bidding contractor. This documentation may be requested upon award of subcontract. If a subcontractor is concerned of potential cost escalation from suppliers, a formal request must be issued in writing to CM Company, Inc. thirty (30) days after receipt of the Notice of Intent to Award, with documentation memorializing the supplier's price and outlining the potential escalation concern. Overhead and profit is not permitted on escalation requests. Proper notice shall be provided to CM Company, Inc. of any potential cost increases so that early procurement and storage options may be considered.
- The same rule shall apply in the case of any material price decreases. CM Company, Inc. reserves the right to review original pricing and current pricing thirty (30) days prior to the procurement of materials for the duration of the construction project. Should material costs decrease in excess of Ten (10) percent (%) occur, this value shall be returned to the owner as a deductive change order.
- 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 below.
 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.

Bidder understands that ITD 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 and may not be withdrawn for a period of 60 calendar days after the scheduled closing time for receiving bids.

Upon receipt of written notice of the acceptance of this bid, Bidder will execute the Subcontract within 10 days and deliver a Surety Bond or Bonds if required by CM Company.

The undersigned agrees and promises, in submitting this proposal, that if issued a Letter of Intent or Subcontract, he will execute the required Subcontract without alterations within ten (10) days, immediately furnish Performance Bond and Labor and Material Payment Bond (if required), Insurance Policy and Certificate of Insurance.

The undersigned understands that the Owner reserves the right to accept, reject or negotiate any and/or all bids and waive any informality in the bidding. Final award is subject to approval by the Owner.

The undersigned acknowledges receipt of Addendum(s)

1 dated 02/17/2025

2 dated 03/10/2025

_____ dated _____

_____ dated _____

IDAHO CODE CERTIFICATION FORM

Failure to comply with the terms of the referenced Idaho Code may result in breach of contract.

Anti-Boycott Clauses

Per the provisions of Idaho Code §§ [67-2346](#), Anti-Boycott Against Israel Act, and Idaho Code §§ [67-2347A](#), Prohibition on Contracts with Companies Boycotting Certain Sectors the undersigned certifies that it is not currently engaged in and will not for the duration of the contract engage in the following:

- boycott of goods or services from Israel or territories under its control; or
- boycott of any individual or company because the individual or company engages in or supports the exploration, production, utilization, transportation, sale, or manufacture of fossil fuel-based energy, timber, minerals, hydroelectric power, nuclear energy, or agriculture; or
- boycott of any individual or company because the individual or company engages in or supports the manufacture, distribution, sale, or use of firearms, as defined in Idaho Code § [18-3302\(2\)\(d\)](#).

Prohibition on Contracts with Companies Owned or Operated by the Government of China

Idaho Code, §§ [67-2359](#) states “a public entity in this state may not enter into a contract with a company to acquire or dispose of services, supplies, information technology, or construction unless the contract includes a written certification that the company is not currently owned or operated by the government of China and will not for the duration of the contract be owned or operated by the government of China”. Company certifies that it is not owned or operated by the government of China.

By signing below, I certify that this company understands and will comply with the aforementioned requirements

Signature of Company’s authorized representative:

Signature

Company Name

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

STATE OF _____

COUNTY OF _____

Pursuant to the Idaho Code, Section 72-1717, I, the undersigned, being duly sworn, depose and certify that _____ is in compliance with the provisions of Idaho Code section 72-1717; that _____ provides a drug-free workplace program that complies with the provisions of Idaho Code, title 72, chapter 17 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 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 _____, _____.

Commission expires:

NOTARY PUBLIC, residing at

The Undersigned notifies that he is of this date duly licensed as an Idaho Public Works Contractor and further that he possesses Idaho Public Works Contractor's License No. _____ and is domiciled in the State of _____.

Dated at on this _____ day of _____ 2025.

Respectfully submitted,

(Seal - if bid is by a Corporation)

Company

Business Address

Authorized Signature

Printed or Typed Name

Title

Telephone Number

Fax Number

Email Address

SUBCONTRACTOR BID PROPOSAL FORM

To: CM Company, Inc.
Re: ITD D5 Preston Maintenance Shed
294 East 8 North
Preston, Idaho 83236

Bid Due By: 2:14:59 PM
Bid Date: May 15, 2025

Bid Package # 26
Bid Package Name: Plumbing
FM Global Number: FM52539

Submitted by: _____

In compliance with the construction documents for the ITD D5 Preston Maintenance Shed project and having examined the Contract Documents and Site of Proposed Work, and being familiar with all of the conditions surrounding the construction of the proposed project, including availability of materials and labor, the undersigned hereby proposes to furnish all labor, materials, supplies, equipment, supervision, 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, of which this Proposal is a part.

Bidder hereby agrees to commence work under the Subcontract on or before a date to be specified in written "Notice to Proceed" and substantially complete the project within the times stipulated in the enclosed construction schedule. Bidder further agrees to pay as liquidated damages the sum of Five Hundred Dollars (\$500) for each consecutive calendar day after the established date for substantial completion or adjusted date as established by a change order hereinafter.

Division 01 – General Conditions*

- Section 033000 – Cast-in-place Concrete*
- Section 079000 – Joint Protection*
- Section 083113 – Access Doors and Frames*
- Division 21 - Fire Suppression*
- Section 220500 – Common Work Results for Plumbing
- Section 220513 – Common Motor Requirements for Plumbing
- Section 220516 – Expansion Fittings and Loops for Plumbing Equipment
- Section 220517 – Sleeves and Sleeve Seals for Plumbing Piping
- Section 220518 – Escutcheons for Plumbing Piping
- Section 220519 – Meters and Gages for Plumbing Piping
- Section 220523 – General Duty Valves for Plumbing Piping
- Section 220529 – Hangers and Supports for Plumbing Piping and Equipment
- Section 220533 – Heat Tracing for Plumbing Piping
- Section 220548 – Vibration and Seismic Controls for Plumbing Piping and Equipment
- Section 220553 – Identification for Plumbing Piping and Equipment
- Section 220716 – Plumbing Equipment Insulation
- Section 220719 – Plumbing Piping Insulation
- Section 221116 – Domestic Water Piping
- Section 221119 – Domestic Water Piping Specialties
- Section 221123 – Domestic Water Pumps
- Section 221316 – Sanitary Waste & Vent Piping
- Section 221319 – Sanitary Waste Piping Specialties
- Section 221323 – Sanitary Waste Interceptors
- Section 221413 – Facility Storm Drainage Piping
- Section 221513 – General Service Compressed Air Piping
- Section 221519 – General Service Packaged Air Compressors and Receivers

Section 223400 – High Efficiency Gas Domestic Water Heaters
Section 224000 – Plumbing Fixtures
Section 224500 – Emergency Plumbing Fixtures
Section 224716 – Pressure Water Coolers
Division 23 – HVAC*
Division 26 – Electrical*

* (As applicable to this work)

Note: All Contract Documents Apply – Bidding Contractors are responsible for all pages of addendums including attachments.

Bidding Requirements: In addition to the work required in the above Sections, this bid package overview includes but is not limited to the following:

Provide labor, materials, supervision, and equipment to furnish and install all **Plumbing** in accordance with the bid documents.

This Contractor is to furnish and install the following:

- All plumbing fixtures and equipment per schedule including trench drains. Trench drain concrete by others.
- All domestic water piping.
- All sanitary sewer piping.
- All drain, waste, and vent piping.
- All gas piping.
- Air filter / regulator / lubricator and lines
- All condensate piping.
- Seismic restraints, bracing, etc. for this contractor's scope of work.
- Pipe insulation as required.
- Plumbing scope of work will begin at 5' out from the building. Coordinate with earthwork bid package. Final utility connections will be the responsibility of this contractor.
- All trenching, bedding, backfill, and compaction within 5' of the building is the responsibility of this contractor.
- Connections to owner-provided plumbing equipment is the responsibility of this contractor (Hotsy, Air hose reels, etc.).
- Fiberglass shower surround.
- Grease interceptor to be provided and installed by civil contractor.
- Install owner provided air compressor and hotsy.
- Air lines at oil drums (drums by owner).
- Floor drains.
- Roof drains.
- Downspout nozzels for roof drains. Coordinate with masonry contractor for installation blockouts.
- Thru-roof piping and penetration.
- Weatherproofing this contractor's roof penetrations per plan is the responsibility of this contractor.
- All plumbing systems, items and accessories including pumps, valves, clean-outs, trap primer, trim and piping. Include all pipe hangers, supports, pads, pipe insulation, waste and vent piping and miscellaneous steel required.
- Identification for plumbing piping and equipment.
- Core drilling, wall penetrations, floor penetrations, roof penetrations or trenching required for plumbing systems.
- All underground and under-slab piping, rough-in, trenching, backfill and compaction.
- Sealants and caulking for own work.
- Provide final plumbing connections to owner provided appliances (i.e. refrigerator, dishwasher, ice maker, etc.).
- Fire caulking all plumbing wall penetrations.

- Connection and testing at tie in from building structure piping to site utilities.
- Coordinate with Architectural Casework/Solid Surface Subcontractor for installation of plumber provided undermount sinks.
- Access doors (if required).
- Permits, fees, submittals, shop drawings, site specific safety plan, daily clean-up for this contractor's work.

All craning, hoisting, machinery, or equipment required to complete the delivery and installation of this scope of work is the responsibility of this Contractor.

The scope outlined above is to be used as a reference only and should not be considered exhaustive. It is the responsibility of the bidding Contractor to review all bid documents to provide a complete and responsive bid for their trade and include all items in accordance with the plans and specifications.

General Notes:

This Contractor is to coordinate fully and timely with other contractors and as necessary to ensure systems are fully operational and produce detailed coordination drawings showing relationship, dimensional spacing, elevations, etc. of all necessary architectural, structural, fire protection, mechanical and electrical work. This Contractor to coordinate work with Mechanical and Electrical Contractor.

This Contractor will commit to allocating sufficient quantities of manpower, material, and equipment to this project to meet the construction schedule established by the Construction Manager.

This Contractor will coordinate all activities with all other trades to allow for timely construction activities throughout the duration of the project.

This Contractor is to provide, install, and remove any safety equipment required to perform this work.

This bid includes all warranties per specification.

This bid package does not include:

- Final electrical connections are to be by the electrical contractor.

Base Bid

Furnish and install (Including all applicable taxes, permits, labor, material, equipment, payment and performance bonds)

Base Bid: \$ _____

(Amount shall be shown in both words and figures. In case of discrepancy, the amount shown in word will govern).

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:

- All contractors shall submit his or her bid based on current vendor and supplier pricing. A record of bid time pricing from all vendors and suppliers shall be kept on file by the bidding contractor. This documentation may be requested upon award of subcontract. If a subcontractor is concerned of potential cost escalation from suppliers, a formal request must be issued in writing to CM Company, Inc. thirty (30) days after receipt of the Notice of Intent to Award, with documentation memorializing the supplier's price and outlining the potential

escalation concern. Overhead and profit is not permitted on escalation requests. Proper notice shall be provided to CM Company, Inc. of any potential cost increases so that early procurement and storage options may be considered.

- The same rule shall apply in the case of any material price decreases. CM Company, Inc. reserves the right to review original pricing and current pricing thirty (30) days prior to the procurement of materials for the duration of the construction project. Should material costs decrease in excess of Ten (10) percent (%) occur, this value shall be returned to the owner as a deductive change order.
- 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 below.
 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.

Bidder understands that ITD 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 and may not be withdrawn for a period of 60 calendar days after the scheduled closing time for receiving bids.

Upon receipt of written notice of the acceptance of this bid, Bidder will execute the Subcontract within 10 days and deliver a Surety Bond or Bonds if required by CM Company.

IDAHO CODE CERTIFICATION FORM

Failure to comply with the terms of the referenced Idaho Code may result in breach of contract.

Anti-Boycott Clauses

Per the provisions of Idaho Code §§ [67-2346](#), Anti-Boycott Against Israel Act, and Idaho Code §§ [67-2347A](#), Prohibition on Contracts with Companies Boycotting Certain Sectors the undersigned certifies that it is not currently engaged in and will not for the duration of the contract engage in the following:

- boycott of goods or services from Israel or territories under its control; or
- boycott of any individual or company because the individual or company engages in or supports the exploration, production, utilization, transportation, sale, or manufacture of fossil fuel-based energy, timber, minerals, hydroelectric power, nuclear energy, or agriculture; or
- boycott of any individual or company because the individual or company engages in or supports the manufacture, distribution, sale, or use of firearms, as defined in Idaho Code § [18-3302\(2\)\(d\)](#).

Prohibition on Contracts with Companies Owned or Operated by the Government of China

Idaho Code, §§ [67-2359](#) states “a public entity in this state may not enter into a contract with a company to acquire or dispose of services, supplies, information technology, or construction unless the contract includes a written certification that the company is not currently owned or operated by the government of China and will not for the duration of the contract be owned or operated by the government of China”. Company certifies that it is not owned or operated by the government of China.

By signing below, I certify that this company understands and will comply with the aforementioned requirements

Signature of Company’s authorized representative:

Signature

Company Name

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

STATE OF _____

COUNTY OF _____

Pursuant to the Idaho Code, Section 72-1717, I, the undersigned, being duly sworn, depose and certify that _____ is in compliance with the provisions of Idaho Code section 72-1717; that _____ provides a drug-free workplace program that complies with the provisions of Idaho Code, title 72, chapter 17 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 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 _____, _____.

Commission expires:

NOTARY PUBLIC, residing at

The undersigned agrees and promises, in submitting this proposal, that if issued a Letter of Intent or Subcontract, he will execute the required Subcontract without alterations within ten (10) days, immediately furnish Performance Bond and Labor and Material Payment Bond (if required), Insurance Policy and Certificate of Insurance.

The undersigned understands that the Owner reserves the right to accept, reject or negotiate any and/or all bids and waive any informality in the bidding. Final award is subject to approval by the Owner.

The undersigned acknowledges receipt of Addendum(s)

1 dated 02/17/2025

2 dated 03/10/2025

_____ dated _____

_____ dated _____



The Undersigned notifies that he is of this date duly licensed as an Idaho Public Works Contractor and further that he possesses Idaho Public Works Contractor's License No. _____ and is domiciled in the State of _____.

Dated at on this _____ day of _____ 2025.

Respectfully submitted,

(Seal - if bid is by a Corporation)

Company

Business Address

Authorized Signature

Printed or Typed Name

Title

Telephone Number

Fax Number

Email Address

SUBCONTRACTOR BID PROPOSAL FORM

To: CM Company, Inc.
Re: ITD D5 Preston Maintenance Shed
294 East 8 North
Preston, Idaho 83236

Bid Due By: 2:29:59 PM
Bid Date: May 15, 2025

Bid Package # 27
Bid Package Name: Heating, Ventilation, and Air Conditioning
FM Global Number: FM52540

Submitted by: _____

In compliance with the construction documents for the ITD D5 Preston Maintenance Shed project and having examined the Contract Documents and Site of Proposed Work, and being familiar with all of the conditions surrounding the construction of the proposed project, including availability of materials and labor, the undersigned hereby proposes to furnish all labor, materials, supplies, equipment, supervision, 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, of which this Proposal is a part.

Bidder hereby agrees to commence work under the Subcontract on or before a date to be specified in written "Notice to Proceed" and substantially complete the project within the times stipulated in the enclosed construction schedule. Bidder further agrees to pay as liquidated damages the sum of Five Hundred Dollars (\$500) for each consecutive calendar day after the established date for substantial completion or adjusted date as established by a change order hereinafter.

Division 01 – General Conditions*

- Section 079000 – Joint Protection*
- Section 083113 – Access Doors and Frames*
- Division 21 - Fire Suppression*
- Division 22 – Plumbing*
- Section 230100 – Mechanical Requirements
- Section 230500 – Common Work Results for HVAC
- Section 230513 – Common Motor Requirements for HVAC
- Section 230516 – Expansion Fittings and Loops for HVAC Piping
- Section 230548 – Vibration and Seismic Controls for HVAC
- Section 230550 – Operations and Maintenance of HVAC Systems
- Section 230553 – Identification for HVAC Piping and Equipment
- Section 230593 – Testing, Adjusting, & Balancing for HVAC
- Section 230713 – Duct Insulation
- Section 230719 – HVAC Piping Insulation
- Section 230800 – Commissioning of HVAC
- Section 230993 – Sequence of Operation
- Section 231123 – Facility Natural Gas Piping
- Section 232116 – Hydronic Piping Specialties
- Section 232300 – Refrigerant Piping
- Section 232400 – Condensate Drain Piping
- Section 233001 – Common Duct Requirements
- Section 233113 – Metal Ducts
- Section 233300 – Air Duct Accessories
- Section 233423 – HVAC Power Ventilators
- Section 233713 – Diffusers, Registers, & Grilles
- Section 233714 – Fixed Louvers

Section 235100 – Breechings, Chimneys, and Stacks
Section 235215 – Flues
Section 235523 – Gas Fired Radiant Heaters
Section 235533 – Gas Fired Unit Heaters
Section 236210 – Air-Cooled Refrigerant Condensers – Heat Pumps
Section 237225 – Package Air to Air Energy Recovery Units
Section 238126 – Split System Air Conditioners
Section 238240 – Electric Unit Heaters
Division 26 – Electrical*

* (As applicable to this work)

Note: All Contract Documents Apply – Bidding Contractors are responsible for all pages of addendums including attachments.

Bidding Requirements: In addition to the work required in the above Sections, this bid package overview includes but is not limited to the following:

Provide labor, materials, supervision, equipment and permits necessary to furnish and install the **Heating, Ventilation, and Air Conditioning** in accordance with the bid documents and adhering to the latest editions of all local and state code requirements for Heating, Ventilation, and Air Conditioning systems.

This Contractor is to furnish and install the following:

- All ducting, duct insulation, venting, connections, and hangers.
- All HVAC fixtures, equipment, and controls.
- Refrigerant lines.
- Grilles, diffusers and registers.
- All low voltage wiring and connections.
- Piping thru roof including roof penetrations.
- Duct liner.
- All gas flues, roof and wall penetrations, and caps.
- Thermostats and all accessories for a complete installation and functioning system.
- Testing and air balance.
- Weatherproofing this contractor's roof penetrations per plan is the responsibility of this contractor.
- Joint sealants for this contractor's scope of work.
- Fire caulking all HVAC wall penetrations (if applicable).
- Access doors (if required).
- Permits, submittals, site specific safety plan, daily clean-up for this contractor's work.

All craning, hoisting, machinery, or equipment required to complete the delivery and installation of this scope of work is the responsibility of this Contractor.

The scope outlined above is to be used as a reference only and should not be considered exhaustive. It is the responsibility of the bidding Contractor to review all bid documents to provide a complete and responsive bid for their trade and include all items in accordance with the plans and specifications.

General Notes:

This Contractor is to coordinate fully and timely with other contractors and as necessary to ensure systems are fully operational and produce detailed coordination drawings showing relationship, dimensional spacing, elevations, etc. of all necessary architectural, structural, fire protection, mechanical and electrical work. This Contractor to coordinate work with Plumbing and Electrical Contractor.

This Contractor shall properly cover and protect the work of others from damage or soiling due to the performance of this work and shall properly clean, restore, replace, and/or pay for the cleaning, restoration, or replacement of any such work damaged or soiled in the performance of this work.

This Contractor will commit to allocating sufficient quantities of manpower, material, and equipment to this project to meet the construction schedule established by the Construction Manager.

This Contractor will coordinate all activities with all other trades to allow for timely construction activities throughout the duration of the project.

This Contractor is to provide, install, and remove any safety equipment required to perform this work.

This bid includes all warranties per specification.

This bid package does not include:

- Final electrical connections are to be by the electrical contractor.
- Gas piping.

Base Bid

Furnish and install (Including all applicable taxes, permits, labor, material, equipment, payment and performance bonds)

Base Bid: \$ _____

(Amount shall be shown in both words and figures. In case of discrepancy, the amount shown in word will govern).

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:

- All contractors shall submit his or her bid based on current vendor and supplier pricing. A record of bid time pricing from all vendors and suppliers shall be kept on file by the bidding contractor. This documentation may be requested upon award of subcontract. If a subcontractor is concerned of potential cost escalation from suppliers, a formal request must be issued in writing to CM Company, Inc. thirty (30) days after receipt of the Notice of Intent to Award, with documentation memorializing the supplier's price and outlining the potential escalation concern. Overhead and profit is not permitted on escalation requests. Proper notice shall be provided to CM Company, Inc. of any potential cost increases so that early procurement and storage options may be considered.
- The same rule shall apply in the case of any material price decreases. CM Company, Inc. reserves the right to review original pricing and current pricing thirty (30) days prior to the procurement of materials for the duration of the construction project. Should material costs decrease in excess of Ten (10) percent (%) occur, this value shall be returned to the owner as a deductive change order.
- 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 below.
 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.

Bidder understands that ITD 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 and may not be withdrawn for a period of 60 calendar days after the scheduled closing time for receiving bids.

Upon receipt of written notice of the acceptance of this bid, Bidder will execute the Subcontract within 10 days and deliver a Surety Bond or Bonds if required by CM Company.

The undersigned agrees and promises, in submitting this proposal, that if issued a Letter of Intent or Subcontract, he will execute the required Subcontract without alterations within ten (10) days, immediately furnish Performance Bond and Labor and Material Payment Bond (if required), Insurance Policy and Certificate of Insurance.

The undersigned understands that the Owner reserves the right to accept, reject or negotiate any and/or all bids and waive any informality in the bidding. Final award is subject to approval by the Owner.

IDAHO CODE CERTIFICATION FORM

Failure to comply with the terms of the referenced Idaho Code may result in breach of contract.

Anti-Boycott Clauses

Per the provisions of Idaho Code §§ [67-2346](#), Anti-Boycott Against Israel Act, and Idaho Code §§ [67-2347A](#), Prohibition on Contracts with Companies Boycotting Certain Sectors the undersigned certifies that it is not currently engaged in and will not for the duration of the contract engage in the following:

- boycott of goods or services from Israel or territories under its control; or
- boycott of any individual or company because the individual or company engages in or supports the exploration, production, utilization, transportation, sale, or manufacture of fossil fuel-based energy, timber, minerals, hydroelectric power, nuclear energy, or agriculture; or
- boycott of any individual or company because the individual or company engages in or supports the manufacture, distribution, sale, or use of firearms, as defined in Idaho Code § [18-3302\(2\)\(d\)](#).

Prohibition on Contracts with Companies Owned or Operated by the Government of China

Idaho Code, §§ [67-2359](#) states “a public entity in this state may not enter into a contract with a company to acquire or dispose of services, supplies, information technology, or construction unless the contract includes a written certification that the company is not currently owned or operated by the government of China and will not for the duration of the contract be owned or operated by the government of China”. Company certifies that it is not owned or operated by the government of China.

By signing below, I certify that this company understands and will comply with the aforementioned requirements

Signature of Company’s authorized representative:

Signature

Company Name

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

STATE OF _____

COUNTY OF _____

Pursuant to the Idaho Code, Section 72-1717, I, the undersigned, being duly sworn, depose and certify that _____ is in compliance with the provisions of Idaho Code section 72-1717; that _____ provides a drug-free workplace program that complies with the provisions of Idaho Code, title 72, chapter 17 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 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 _____, _____.

Commission expires:

NOTARY PUBLIC, residing at

The undersigned acknowledges receipt of Addendum(s)

_____ 1 _____ dated _____ 02/17/2025 _____

_____ 2 _____ dated _____ 03/10/2025 _____

_____ dated _____

_____ dated _____

The Undersigned notifies that he is of this date duly licensed as an Idaho Public Works Contractor and further that he possesses Idaho Public Works Contractor's License No. _____ and is domiciled in the State of _____.

Dated at on this _____ day of _____ 2025.

Respectfully submitted,

Company

Business Address

(Seal - if bid is by a Corporation)

Authorized Signature

Printed or Typed Name

Title

Telephone Number

Fax Number

Email Address

SUBCONTRACTOR BID PROPOSAL FORM

To: CM Company, Inc.
Re: ITD D5 Preston Maintenance Shed
294 East 8 North
Preston, Idaho 83236

Bid Due By: 2:44:59 PM
Bid Date: May 15, 2025

Bid Package # 28
Bid Package Name: Electrical
FM Global Number: FM52541

Submitted by: _____

In compliance with the construction documents for the ITD D5 Preston Maintenance Shed project and having examined the Contract Documents and Site of Proposed Work, and being familiar with all of the conditions surrounding the construction of the proposed project, including availability of materials and labor, the undersigned hereby proposes to furnish all labor, materials, supplies, equipment, supervision, 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, of which this Proposal is a part.

Bidder hereby agrees to commence work under the Subcontract on or before a date to be specified in written "Notice to Proceed" and substantially complete the project within the times stipulated in the enclosed construction schedule. Bidder further agrees to pay as liquidated damages the sum of Five Hundred Dollars (\$500) for each consecutive calendar day after the established date for substantial completion or adjusted date as established by a change order hereinafter.

Division 01 – General Conditions*

- Section 033000 – Cast-in-place Concrete*
- Section 079000 – Joint Protection*
- Section 083113 – Access Doors and Frames*
- Division 21 - Fire Suppression*
- Division 22 – Plumbing*
- Division 23 – HVAC*
- Section 260100 – Electrical Requirements
- Section 260519 – Conductors and Cables
- Section 260520 – Heat Cable
- Section 260526 – Grounding & Bonding for Electrical Systems
- Section 260529 – Hangers & Supports for Electrical Systems
- Section 260533 – Raceways & Boxes for Electrical Systems
- Section 260544 – Sleeves and Sleeve Seals for Electrical Raceways and Cabling
- Section 260548 – Seismic Controls for Electrical Systems
- Section 260553 – Identification for Electrical Systems
- Section 260923 – Lighting Control Devices
- Section 260943 – Networked Performance Lighting Controls
- Section 262413 - Switchboards
- Section 262416 – Panelboards
- Section 262726 – Wiring Devices
- Section 262813 – Fuses
- Section 262816 – Enclosed Switches & Circuit Breakers
- Section 262913 – Motor Starters
- Section 264313 – Surge Protection for Low-Voltage Electrical Power Circuits
- Section 265116 – Interior and Exterior Building Lighting
- Section 265613 – Lighting Poles and Standards

Section 283111 – Digital Addressable Fire Alarm Systems

* (As applicable to this work)

Note: All Contract Documents Apply – Bidding Contractors are responsible for all pages of addendums including attachments.

Bidding Requirements: In addition to the work required in the above Sections, this bid package overview includes but is not limited to the following:

Provide all labor, materials, supervision, and equipment necessary to furnish and install **Electrical** in accordance with the bid documents.

This Contractor is to furnish and install the following:

Site Electrical

- All site trenching, backfill and compaction for own work.
- Concrete light pole bases.
- Bore under the highway and provide conduit from the existing power pole to the RMP power pole across the highway.
- Electrical demolition and repair.
- All conduit and wire.
- Permits, submittals, site specific safety plan, daily clean-up for this contractor's work.

Building Electrical

- Distribution switchboards, main switchboards, panels, circuit breakers, and feeders.
- Under-slab rough-in, ducts, and raceways.
- Complete lighting package for all interior and exterior building locations.
- Complete lighting control package.
- All raceways, conduit, wire, sensors, circuits, receptacles, outlets, boxes, switches, finish plates, fuses, surge suppression, and grounding systems.
- All line voltage / conduit for HVAC equipment, including all conduit and pull string for low voltage controls (low voltage wiring and connections by others).
- All line voltage / conduit for Plumbing equipment, including all conduit and pull string for low voltage controls (low voltage wiring and connections by others).
- All electrical connections and wiring for Owner provided equipment and appliances.
- Power, conduit, and connections to all cranes and vehicle lifts as required.
- Power, conduit, and connections to all overhead door operators as required.
- Heat trace wiring.
- Special systems / data / low voltage systems including low voltage panels and prefinished ¾" plywood backer board for mounting low voltage systems / equipment per plan.
- Telecommunications system conduits
- Fire alarm systems as required.
- All trenching, bedding, backfill, compaction, sawcutting, core drilling, etc. as applicable to this scope of work.
- Joint sealants for this contractor's scope of work.
- Fire caulking all Electrical wall penetrations (if applicable).
- Access doors (if required).
- Coordinate conduit penetrations in structural footings with the structural engineer.
- Coordinate with Rocky Mountain Power for temporary power requirements.
- Permits, submittals, site specific safety plan, daily clean-up for this contractor's work.

The scope outlined above is to be used as a reference only and should not be considered exhaustive. It is the responsibility of the bidding Contractor to review all bid documents to provide a complete and responsive bid for their trade and include all items in accordance with the plans and specifications.

General Notes:

This Contractor is to coordinate fully and timely with other contractors and as necessary to ensure systems are fully operational and produce detailed coordination drawings showing relationship, dimensional spacing, elevations, etc. of all necessary architectural, structural, fire protection, mechanical and electrical work. This Contractor to coordinate work with Plumbing and Mechanical Contractor.

This Contractor will commit to allocating sufficient quantities of manpower, material, and equipment to this project to meet the construction schedule established by the Construction Manager.

This Contractor will coordinate all activities with all other trades to allow for timely construction activities throughout the duration of the project.

This Contractor is to provide, install, and remove any safety equipment required to perform this work.

This bid includes all warranties per specification.

Base Bid

Furnish and install (Including all applicable taxes, permits, labor, material, equipment, payment and performance bonds)

Base Bid: \$ _____

(Amount shall be shown in both words and figures. In case of discrepancy, the amount shown in word will govern).

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:

- All contractors shall submit his or her bid based on current vendor and supplier pricing. A record of bid time pricing from all vendors and suppliers shall be kept on file by the bidding contractor. This documentation may be requested upon award of subcontract. If a subcontractor is concerned of potential cost escalation from suppliers, a formal request must be issued in writing to CM Company, Inc. thirty (30) days after receipt of the Notice of Intent to Award, with documentation memorializing the supplier's price and outlining the potential escalation concern. Overhead and profit is not permitted on escalation requests. Proper notice shall be provided to CM Company, Inc. of any potential cost increases so that early procurement and storage options may be considered.
- The same rule shall apply in the case of any material price decreases. CM Company, Inc. reserves the right to review original pricing and current pricing thirty (30) days prior to the procurement of materials for the duration of the construction project. Should material costs decrease in excess of Ten (10) percent (%) occur, this value shall be returned to the owner as a deductive change order.
- 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 below.
 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.

Bidder understands that ITD 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 and may not be withdrawn for a period of 60 calendar days after the scheduled closing time for receiving bids.

Upon receipt of written notice of the acceptance of this bid, Bidder will execute the Subcontract within 10 days and deliver a Surety Bond or Bonds if required by CM Company.

The undersigned agrees and promises, in submitting this proposal, that if issued a Letter of Intent or Subcontract, he will execute the required Subcontract without alterations within ten (10) days, immediately furnish Performance Bond and Labor and Material Payment Bond (if required), Insurance Policy and Certificate of Insurance.

The undersigned understands that the Owner reserves the right to accept, reject or negotiate any and/or all bids and waive any informality in the bidding. Final award is subject to approval by the Owner.

IDAHO CODE CERTIFICATION FORM

Failure to comply with the terms of the referenced Idaho Code may result in breach of contract.

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Per the provisions of Idaho Code §§ [67-2346](#), Anti-Boycott Against Israel Act, and Idaho Code §§ [67-2347A](#), Prohibition on Contracts with Companies Boycotting Certain Sectors the undersigned certifies that it is not currently engaged in and will not for the duration of the contract engage in the following:

- boycott of goods or services from Israel or territories under its control; or
- boycott of any individual or company because the individual or company engages in or supports the exploration, production, utilization, transportation, sale, or manufacture of fossil fuel-based energy, timber, minerals, hydroelectric power, nuclear energy, or agriculture; or
- boycott of any individual or company because the individual or company engages in or supports the manufacture, distribution, sale, or use of firearms, as defined in Idaho Code § [18-3302\(2\)\(d\)](#).

Prohibition on Contracts with Companies Owned or Operated by the Government of China

Idaho Code, §§ [67-2359](#) states “a public entity in this state may not enter into a contract with a company to acquire or dispose of services, supplies, information technology, or construction unless the contract includes a written certification that the company is not currently owned or operated by the government of China and will not for the duration of the contract be owned or operated by the government of China”. Company certifies that it is not owned or operated by the government of China.

By signing below, I certify that this company understands and will comply with the aforementioned requirements

Signature of Company’s authorized representative:

Signature

Company Name

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

STATE OF _____

COUNTY OF _____

Pursuant to the Idaho Code, Section 72-1717, I, the undersigned, being duly sworn, depose and certify that _____ is in compliance with the provisions of Idaho Code section 72-1717; that _____ provides a drug-free workplace program that complies with the provisions of Idaho Code, title 72, chapter 17 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 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 _____, _____.

Commission expires:

NOTARY PUBLIC, residing at

The undersigned acknowledges receipt of Addendum(s)

_____ 1 _____ dated _____ 02/17/2025 _____

_____ 2 _____ dated _____ 03/10/2025 _____

_____ dated _____

_____ dated _____

The Undersigned notifies that he is of this date duly licensed as an Idaho Public Works Contractor and further that he possesses Idaho Public Works Contractor's License No. _____ and is domiciled in the State of _____.

Dated at on this _____ day of _____ 2025.

Respectfully submitted,

Company

Business Address

(Seal - if bid is by a Corporation)

Authorized Signature

Printed or Typed Name

Title

Telephone Number

Fax Number

Email Address