



**IDAHO TRANSPORTATION DEPARTMENT (ITD)**  
**INVITATION TO BID (ITB)**  
**REQUISITION # B607880**  
**DISTRICT 2 – 2012 ANTI-SKID**

January 27, 2012

**ALL sealed bids must be received by 5:00 PM MST on February 28, 2012. Sealed bids will be opened at 10:30 AM MST on February 29, 2012** at Business and Support Management, Purchasing Unit, at 3311 West State Street in Boise. **The scope of work consists of crushing, loading, hauling and delivery of Anti-skid materials in accordance with the plans and Special Provisions contained herein.**

**Public Works Licensing IS Required**

**ALL QUESTIONS MUST BE RECEIVED NO LATER THAN February 10, 2012 AT 5:00 PM MST**

All questions relating to **BID SPECIFICATIONS** **MUST BE EMAILED TO:** [jason.williamson@itd.idaho.gov](mailto:jason.williamson@itd.idaho.gov)

Contact Jason Williamson, Grants/Contracts Operations Analyst, for clarification of bid requirements at (208) 334-8081.

FOR BID UPDATES, ADDENDUMS, BID RESULTS, OR POTENTIAL PLAN HOLDERS LIST, go to:  
<http://itd.idaho.gov> "Doing Business with ITD", "ITD Goods and Services"

**RETURN BID IN A SEALED ENVELOPE CLEARLY MARKED AS SHOWN:**

Vendor Name: \_\_\_\_\_  
Bid Close Date: February 28, 2012 5:00 PM MST  
Bid Open Date: February 29, 2012 10:30 AM MST  
Item Bidding: DISTRICT 2 – 2012 ANTI-SKID

**Mailing Address**

Idaho Transportation Department  
Business & Support Management - Purchasing Unit  
3311 W. State St. (P.O. Box 7129)  
Boise, ID 83703 (83707-1129)

**IDAHO TRANSPORTATION DEPARTMENT (ITD)  
INVITATION TO BID (ITB)  
REQUISITION# B607880  
DISTRICT 2 – 2012 ANTI-SKID**

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**ATTACHMENTS:**

- SIGNATURE PAGE
- BID SCHEDULE
- CONTRACTOR’S AFFIDAVIT – ALCOHOL AND DRUG FREE WORKPLACE
- CONTRACTOR’S AFFIDAVIT – ILLEGAL ALIENS
- CONTRACTOR’S RESPONSIBILITY PAGE
- POTENTIAL BIDDERS LIST

## 1. SCOPE OF WORK

### 1.1 SCHEDULE OF EVENTS

ITB Release Date:	1/27/2012
Questions Due:	2/10/2012
Bid Closing Date:	2/28/2012
Bid Opening Date:	2/29/2012

### 1.2 PURPOSE

This work shall consist of crushing, loading, hauling and delivery of Anti-skid materials as directed.

The table below shows estimated quantities of Anti-Skid to be supplied to each location during the 2011 season. Tonnage, as shown, is for bidding purposes only. Actual required amounts may vary.

**Note: First year quantities may vary from the "Amount" column due to current needs. The "Amount" column indicates average usage based on a normal year and is used for bidding purposes only.**

LINE ITEM	STOCKPILE LOCATIONS	AMOUNT
1	LEWISTON – Anti-Skid "Type 1" (1,000 estimated tons for the first year)	1,000 TON
2	GRANGEVILLE – Anti-Skid "Type 1" (2,500 estimated tons for the first year)	2,500 TON
3	CRAIGMONT – Anti-Skid "Type 1" (2,500 estimated tons for the first year)	3,000 TON

Material must be delivered F.O.B. to the following locations (3) indicated:

Lewiston Maintenance Shed  
2600 North/South Highway  
Lewiston, Idaho

Grangeville Maintenance Shed  
State Highway 13, Milepost 1.12  
Grangeville, Idaho

Craigmont Maintenance Shed  
State Highway 62, Milepost 0.35  
Craigmont, Idaho

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### **1.3 MATERIAL SPECIFICATIONS**

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The following Special Provisions, and ALL Addenda issued, supplement or modify the 2004 ITD Standard Specifications, the most current Supplemental Specifications, and SP-SA Special Provisions-State Aid. This is not a federally funded project.

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#### **1.3.1 Anti-skid Material**

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**Antiskid Material** shall conform to the Gradation defined below and as shown in the 2004 edition of the Idaho Transportation Department Standard Specifications for Highway Construction, “On page 491, Subsection 703.10, Aggregate for Anti – Skid.” Moisture content shall be 4% or less at the point of delivery.

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#### **1.3.2 106.03 – Add the following**

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The Contractor shall be responsible for gradation testing at the rate of one test per 1,000 tons, but not less than one test per day. Each test will be provided to the Engineer within 24 hours if production is occurring at the time of delivery. If the aggregate is in a pre-existing stockpile, all tests will be provided to the Engineer for approval in advance of delivery. The Contractor will also make the stockpile available for the Department to take confirmation tests prior to delivery.

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#### **1.3.3 703.10 – Aggregate for Anti-skid**

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Anti-skid aggregate material shall conform to the applicable gradation.

**GRADATION TABLE:**

**Antiskid Type 1**

<b>Sieve Size</b>	<b>Percent Passing</b>
<b>3/8"</b>	<b>100</b>
<b>No. 4</b>	<b>0 - 40</b>
<b>No. 8</b>	<b>0 - 10</b>
<b>No. 200</b>	<b>0 - 5</b>

**1.3.4 ADD THE FOLLOWING**

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For gravel sources, a minimum of 70% of the particles retained on the No. 4 sieve shall have a minimum of one Fractured Face as determined by AASHTO T-335.

**1.4 DELIVERY LOCATIONS**

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Material must be delivered F.O.B. to the following locations (3) indicated:

Lewiston Maintenance Shed  
2600 North/South Highway  
Lewiston, Idaho

Grangeville Maintenance Shed  
State Highway 13, Milepost 1.12  
Grangeville, Idaho

Craigmont Maintenance Shed  
State Highway 62, Milepost 0.35  
Craigmont, Idaho

After award, the Contract Administrator will be Mike Ponozzo, Maintenance Manager, 208-799-5090.

**1.5 MEASUREMENT AND PAYMENT**

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Anti-skid will be measured by the TON in accordance with Section 109.01 of the 2004 ITD Standard Specifications. The accepted quantities of the item will be paid for at the contract unit price based on the tons of anti-skid delivered to the designated sites.

## **1.6 INVOICE TO**

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Invoices shall be sent to:

Idaho Transportation Department – District 2

Attention: Kathy Staab

PO Box 837

2600 Frontage Road

Lewiston, Idaho 83501

## **1.7 LATE FEES**

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The Contractor and ITD Contract Manager shall mutually determine the starting date, delivery quantities, and shall notify the affected Maintenance Foreman 10 days before the starting date. All work on this project shall be completed by October 15, 2010. Refer to Section III – Terms and Conditions, Subsection 2 – Contract Administration for point of contact.

The amount of Late Fees for failure to complete the work required by October 15 of the contract year will be \$500.00 per working day. At no time will the total amount of late fees exceed \$500.00 per working day.

**Note:** Working day shall be defined in Subsection 101.02 of the Idaho Standard Specifications for Highway Construction, 2004 Edition.

## **1.8 ADDITIONAL CONTRACTOR RESPONSIBILITY**

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The Contractor shall be responsible for damage or injury to State or private property of any character during the prosecution of the work resulting from any act. The Contractor shall restore such property to a condition similar or equal to that existing before such damage or injury was done. All such repairing, rebuilding or restoration shall be at the Contractor's expense.

## **2. BID GUIDELINES**

### **2.1 INFORMATION GIVEN PRIOR TO AWARD**

Oral explanations, instructions and interpretations given to bidders prior to award of contract will not be binding. It is the Department's intent to provide all bidders equal opportunity to access and acquire all available pertinent information necessary to formulate a responsive bid. Any information, specifications, plans, data or interpretations which the Department discovers is lacking and may be important to all bidders, will be furnished to all bidders in the form of an addendum, the receipt of which shall be acknowledged.

### **2.2 PERFORMANCE**

Submission of a bid by any Contractor shall be accepted as prima facie evidence that they have satisfied themselves as to the nature and location of the work and all other matters, which can in any way affect the work or cost thereof under the contract. Any failure of the Contractor to acquaint them with all available information, including a physical survey of the site of the proposed work, shall not relieve them from successfully performing all the work required.

### **2.3 BIDDING REQUIREMENTS AND CONDITIONS**

Sealed Bids will be received at the time and place stated on the Cover Page. Timely receipt of Bids will be determined by the date and time the Bid is received at the address specified. Hand delivery is encouraged to ensure timely receipt. No Bid will be accepted after the time indicated. All material that is submitted in accordance with this solicitation becomes the property of the State of Idaho and will not be returned.

The bidder shall submit their bid upon the forms furnished by the Department. All figures shall be written in blue ink or typed. Penciled entries will not be accepted. If entries are in pencil, the bid shall be considered irregular and the bid will be rejected.

The bid shall be signed with blue ink by the individual or agency authorized to sign and submit this bid for the bidder. The bid signature page must include the bidder name and address and the state and address in which the business is domiciled.

### **2.4 IRREGULAR BIDS**

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

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

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## **2.5 DISQUALIFICATION OF BIDDERS**

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Any of the following reasons may be considered as being sufficient for the disqualification of a bidder and the rejection of their bid or bids:

1. More than one bid, for the same work from an individual, partnership or corporation under the same name or a different name.
2. Evidence of collusion among bidders. Participants in such collusion will receive no recognition as bidders for any future work of the State until any such participant shall have been reinstated as a qualified bidder.
3. Bidder, or its principals or affiliates, is disbarred, suspended, or ineligible from federal contracting; see Idaho Code § 67-5730 (2) (f).

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## **2.6 CONSIDERATION OF BID**

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After the bids are opened and read, they will be compared on the basis of the summation of the products of the approximate quantities shown in the bid schedule by the unit bid prices. The results of such comparisons will be available <http://itd.idaho.gov> 'Doing Business with ITD', 'Bid and Contract Information', 'ITD Goods and Services'. The right is reserved to reject any or all bids, to waive technicalities, to advertise for new bids, or to proceed to do the work otherwise, if, in the judgment of the Department, it is in the best interest of the State.

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**2.7 BIDDER CHALLENGE TO DEPARTMENT DETERMINATION**

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A bidder who did not submit the lowest responsible bid as determined by the Department may within five (5) calendar days of bid opening file a written application to challenge the Department's determination of the lowest responsible bidder and apply to the Department's chief engineer for the appointment of a hearing officer to hold a contest case hearing. The application shall set forth in specific terms the reasons why the Department's decision is thought to be erroneous.

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**2.8 EXECUTION / AWARD OF THE CONTRACT**

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

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

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**2.9 FAILURE TO EXECUTE CONTRACT**

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

### **3. TERMS AND CONDITIONS**

#### **3.1 STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION**

The Standard Specifications for Highway Construction (ITD 2004), the most current Supplemental Specifications, the most current Quality Assurance Manual, the QA Special Provisions are incorporated by reference where applicable to this contract. The Idaho Transportation Department's Standard Specifications for Highway Construction manual is available to the Contractor for \$30.00 plus tax. Contact the Idaho Transportation Department at 334-8430 to purchase, or visit: <http://itd.idaho.gov/>, click on Publications, Highways, Specifications Manual to download a PDF version with the most current Supplements.

#### **3.2 CONTRACT ADMINISTRATION**

After award, Contract Manager shall be Mike Ponozzo, 2600 Frontage Road, Lewiston, Idaho 83501, phone 208-799-4256. Contractor shall contact the Contract Manager prior to production and/or delivery of materials.

#### **3.3 CONTRACT AWARD**

Award of contract will be by individual location based on cost for each separate location defined. Multiple contracts may be awarded.

#### **3.4 CONTRACT TERM**

The term of this contract shall be for a one (1) year period with an option to renew for one (1) additional one (1) year period upon mutual agreement between the Contractor and Department. The Contractor shall not sublet, sell, transfer, assign, or otherwise dispose of the Contract or Contracts or any portion thereof, or of the Contractor's right, title, or interest therein, without written consent of the Engineer. The following conditions must be adhered to:

- All materials shall be delivered prior to October 15 of each year the contract is in force.
- The following quantities of Antiskid Type 1 are projected and not guaranteed quantities.
- Note: No payment can be made on the first year of this contract prior to July of 2012. Delivery can be made prior to July 2012 if both parties agree.
- Material must be delivered F.O.B. to the specified location.

### **3.5 PAYMENT REQUIREMENTS**

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

### **3.6 CHANGES**

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

### **3.7 CLAIMS FOR ADJUSTMENT AND DISPUTES**

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

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

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

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

In connection with any appeal proceeding under this subsection, the Contractor will be afforded an opportunity to be heard and offer evidence in support of their claim at any level

of review. Pending final decision of a dispute hereunder the Contractor shall proceed diligently with performance of the contract.

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### **3.8 FORCE MAJEURE**

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

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### **3.9 COMPLIANCE**

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If a formal and written complaint is registered with the Contractor in respect to unsatisfactory work performance, the Contractor will have 72 hours in which to respond in person to the complaint, to remedy the problem(s). Failure to respond in the prescribed time to the complaint or to remedy the problem may result in termination of the contract as provided in the Termination section.

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

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### **3.10 DEFAULT AND TERMINATION OF CONTRACT**

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

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**3.11 TERMINATION FOR CONVENIENCE OF THE STATE**

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

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**3.12 APPROPRIATION BY LEGISLATURE REQUIRED**

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The State is a government entity and this Agreement shall in no way or manner be construed so as to bind or obligate the State of Idaho beyond the term of any particular appropriation of funds by the State's Legislature as may exist from time to time. The State reserves the right to terminate this Agreement in whole or in part (or any order placed under it) if, in its sole judgment, the Legislature of the State of Idaho fails, neglects, or refuses to appropriate sufficient funds as may be required for the State to continue such payments, or requires any return or "give-back" of funds required for the State to continue payments, or if the Executive Branch mandates any cuts or holdbacks in spending. All affected future rights and liabilities of the parties hereto shall thereupon cease within ten (10) calendar days after notice to the Contractor. It is understood and agreed that the State's payments herein provided for shall be paid from Idaho State Legislative appropriations.

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**3.13 INDEMNIFICATION**

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

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**3.14 SAVE HARMLESS**

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

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

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

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

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### **3.15 ALCOHOL AND DRUG-FREE WORKPLACE**

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Along with its bid, the bidder shall submit an affidavit certifying compliance with Title 72, Chapter 17, Idaho Code, requiring the Contractor and its subcontractors at the time of bid to provide a drug-free workplace program and to maintain such program throughout the duration of the Contract. The form of affidavit is attached.

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### **3.16 ILLEGAL ALIENS**

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Contractor warrants that any contract resulting from this Solicitation is subject to Executive Order 2009-10 [[http://gov.idaho.gov/mediacenter/execorders/eo09/eo\\_2009\\_10.html](http://gov.idaho.gov/mediacenter/execorders/eo09/eo_2009_10.html)]; it does not knowingly hire or engage any illegal aliens or persons not authorized to work in the United States; it takes steps to verify that it does not hire or engage any illegal aliens or

persons not authorized to work in the United States; and that any misrepresentation in this regard or any employment of persons not authorized to work in the United States constitutes a material breach and shall be cause for the imposition of monetary penalties up to five percent (5%) of the contract price, per violation, and/or termination of its contract.

### **3.17 INSURANCE REQUIREMENTS**

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

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

#### **1. Commercial General and Umbrella Liability Insurance**

Contractor shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$1,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this contract.

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

#### **2. Business Automobile and Umbrella Liability Insurance**

Contractor shall maintain automobile liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of any auto (including owned, hired, and non-owned autos).

#### **3. Workers Compensation Insurance and Employer's Liability**

Worker's Compensation. The CONTRACTOR and all employers providing work, labor or materials under this contract, are subject employers under the Idaho Worker's Compensation Law, and shall comply with Idaho Statutes regarding Worker's Compensation.

For the duration of this Contract, and until all work specified herein is complete, the CONTRACTOR and all employers providing work, labor or materials under this contract, shall provide Idaho Worker's Compensation coverage that satisfies Idaho law for all their subject workers.

The CONTRACTOR must provide either a Certificate of Idaho Workers' Compensation Insurance issued by a surety licensed to write Idaho Workers' Compensation Insurance in the State of Idaho, as evidence that the CONTRACTOR has in effect a current Idaho Workers' Compensation Insurance policy, or an extraterritorial certificate approved by the Idaho Industrial Commission from a State that has a current reciprocity agreement with the Industrial Commission.

Employer's Liability: This coverage is written in conjunction with Worker's Compensation and provides insurance for the employer's liability to its employees in circumstances where the injury is not covered by the Worker's Compensation law and the employer may be subject to common law liability. Employer's liability insurance shall be a minimum amount of \$100,000 per occurrence.

**Additional Requirements:**

**State of Idaho as Additional Insured:** The liability insurance coverage required for performance of the Contract shall include the State of Idaho, the Idaho Transportation Department and its division, officers and employees as additional insured, but only with respect to the CONTRACTOR'S activities to be performed under this Contract.

**Notice of Cancellation or Change:** The CONTRACTOR shall ensure that all policies of insurance are endorsed to read that there shall be no cancellation, material change, potential exhaustion of aggregate limits or intent not to renew insurance coverage(s) without thirty (30) days prior written notice from the CONTRACTOR or its insurer to the Idaho Transportation Department. CONTRACTOR shall further ensure that all policies of insurance are endorsed to read that any failure to comply with the reporting provisions of this insurance, except for the potential exhaustion of aggregate limits, shall not affect the coverage(s) provided to the State of Idaho, Transportation Department and its divisions, officers and employees.

**IDAHO TRANSPORTATION DEPARTMENT**

**SIGNATURE PAGE**

Idaho Transportation Department  
Business & Support Management – Purchasing Unit  
3311 W. State St. (P.O. Box 7129)  
Boise, ID 83703 (83707-1129)

*This response is submitted in accordance with all documents and provisions of the specified Requisition Number and Title detailed above. By my signature below, I accept the terms and conditions as incorporated into this solicitation. As the undersigned, I certify I am authorized to sign and submit this response for the Contractor.*

\_\_\_\_\_  
Taxpayer Identification #

\_\_\_\_\_  
Public Works License # (If Req'd)

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
State of Domicile

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
City, State, & Zip

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Fax

\_\_\_\_\_  
Email

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

**BY SIGNING, CONTRACTOR ACKNOWLEDGES HE/SHE WILL COMPLY WITH ALL THE TERMS, CONDITIONS, AND SPECIFICATIONS OF THIS SOLICITATION.**

If **not domiciled** in the State of Idaho, please provide an address where business is conducted in the State of Idaho, if applicable:

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
City, State, & Zip

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Fax

**THIS PAGE MUST BE SIGNED IN BLUE INK & RETURNED WITH YOUR BID**

**BID SCHEDULE**

**BIDDER:** \_\_\_\_\_

The following quantity is an estimate to be used for bidding purposes only. It is not a guaranteed delivery quantity as quantity may be more or less than what is being represented.

Each Bid item shall be filled in completely by the Contractor in the bid schedule, by indicating total dollars and cents under Unit Price and Total Cost. All figures shall be written in ink or typed. Penciled entries will not be accepted, will be considered irregular and will be rejected.

**Note:** *No payment can be made on the first year of this Contract prior to July of 2012. Delivery can be made prior to July 2012 if both parties agree.*

**Note:** *Bidder is not required to bid all locations. Each individual site will be awarded separately based on the lowest cost bid.*

LINE ITEM	LOCATION	QUANTITY	PRICE PER TON		EXTENDED AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
1	LEWISTON - Anti-Skid "Type 1" (1,000 estimated tons for the first year)	1,000 TON	X \$	.	= \$	.
2	GRANGEVILLE - Anti-Skid "Type 1" (2,500 estimated tons for the first year)	2,500 TON	X \$	.	= \$	.
8	CRAIGMONT - Anti-Skid "Type 1" (2,500 estimated tons for the first year)	3,000 TON	X \$	.	= \$	.

**AWARD WILL BE MADE, BY LINE ITEM, TO THE LOWEST RESPONSIVE, RESPONSIBLE BIDDER  
MULTIPLE CONTRACTS MAY BE AWARDED**

**THIS PAGE MUST BE SIGNED IN BLUE INK & RETURNED WITH YOUR BID**

Signature \_\_\_\_\_ Date \_\_\_\_\_

**CONTRACTOR'S AFFIDAVIT**

**CONCERNING ALCOHOL AND DRUG-FREE WORKPLACE**

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

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

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

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

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

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

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

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

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

\_\_\_\_\_  
Address

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

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

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

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**CONTRACTOR'S AFFIDAVIT**

**CONCERNING ILLEGAL ALIENS**

[http://gov.idaho.gov/mediacenter/execorders/eo09/eo\\_2009\\_10.html](http://gov.idaho.gov/mediacenter/execorders/eo09/eo_2009_10.html)

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

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

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

complies with the provisions of Idaho Executive Order 2009-10 (Establishing a Policy for All State Agencies Concerning Public Funds); that \_\_\_\_\_ substantiates that all  
(Contractor Name)

employees providing services or involved in any way on projects funded directly by or assisted in whole or part by state funds or federal stimulus dollars can legally work in the United States and complies with the provisions of Idaho Executive Order 2009-10 and will maintain such throughout the life of this contract and that \_\_\_\_\_ shall subcontract work only to subcontractors  
(Contractor Name)

meeting the requirements of Idaho Executive Order 2009-10. Any misrepresentation or any employment of persons not authorized to work in the United States constitutes a material breach and shall be cause for the imposition of monetary penalties up to five percent (5%) of the contract price, per violation, and/or termination of the contract.

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

\_\_\_\_\_  
Address

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

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

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

Commission expires: \_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_

## CONTRACTOR'S RESPONSIBILITY

### **FOR SEALED BIDS:**

**ALL DOCUMENTS** APPLICABLE AT TIME OF BID must be signed **IN BLUE INK**, dated, and returned with your bid documents to allow your bid to be considered. Documents not returned **WILL** result in a non-responsive bid.

**DISCLAIMER:** All required documents may or may not be listed. It is the Contractor's responsibility to review all documents and return as specified.

- 1) **Signature Page**
  - Contractor's License Number(s) must be inserted
  - Page must be signed with an original signature
- 2) **Bid Schedule** must be completed and signed with an original signature
- 3) **Contractor's Affidavit Concerning Alcohol and Drug Free Workplace**
- 4) **Contractor's Affidavit Concerning Illegal Aliens**
- 5) **Subcontractor's Form (if required)**
- 6) A 5% Bidders Bond **(if required)**
- 7) **All Addenda** Must be Signed and returned with your Bid Documents. It is the Bidder's responsibility to verify if an addendum was issued.
- 8) **ALL BIDS** must be submitted in a sealed envelope with the Vendor's Name, Bid Open Date, and Project Name clearly marked on the outside of the envelope.

**NO BID ADJUSTMENTS WILL BE ACCEPTED:** Any changes made to a bid must be submitted as a separate bid and all rules remain in effect. ALL REQUIRED paperwork must be re-submitted.

**POTENTIAL BIDDERS LIST**

<p>JEWETT CRUSHING          1045 BOSTON STREET          CLARKSTON, WA 99403          PH: 509.758.3123          FAX: 208.751.6000</p>	<p>SOLID ROCK GRAVEL COMPANY          201 S. GARDEN CT.          LEWISTON, IDAHO 83501          PH: 208.799.8748          FAX: 208.746.1306  <a href="mailto:phil.barreth@clearwaterpaper.com">phil.barreth@clearwaterpaper.com</a></p>
<p>ATLAS SAND &amp; ROCK          4341 SNAKE RIVER AVENUE          LEWISTON, IDAHO 83501          PH: 208.743.6550          FAX: 208.746.2530  <a href="mailto:brad@atlassandandrock.com">brad@atlassandandrock.com</a></p>	<p>KASCHMITTER ENTERPRISES          616 W. NORTH STREET          GRANGEVILLE, IDAHO 83530-1240          PH: 208.983.0800          FAX: 208.983.5331  <a href="mailto:camasgravel@hotmail.com">camasgravel@hotmail.com</a></p>
<p>SEUBERT EXCAVATORS          PO BOX 57          COTTONWOOD, IDAHO 83522          PH: 208.962.3314          FAX: 208.962.3392</p>	<p>HIGHLAND ENTERPRISES          PO BOX 356          GRANGEVILLE, IDAHO 83530-0356          PH: 208.983.2933          FAX: 208.983.2769  <a href="mailto:highland-ent@hotmail.com">highland-ent@hotmail.com</a></p>
<p>BOYER GRAVEL          24676 GARDEN GULCH ROAD          CULDESAC, IDAHO 83524          PH: 208.843.2551          FAX: 208.843.5707</p>	<p>NORTH IDAHO CRUSHING          1032 CANYON ROAD          MOSCOW, IDAHO 83843          PH: 208.882.3573          FAX: 208.882.3575</p>
	<p>KNIFE RIVER          5450 W. GOWEN ROAD          BOISE, IDAHO 83709          PH: 208.362.6152          FAX: 208.362.6199</p>