IDAHO TRANSPORTATION DEPARTMENT
P.O. Box 7129
Boise ID 83707-1129

(208) 334-8000
itd.idaho.gov

April 21, 2011

TO WHOM IT MAY CONCERN

THE FOLLOWING PROJECT HAS BEEN CANCELLED DUE TO CHANGES BEING MADE TO THE SCOPE OF WORK

REQUISITION # E-145030
ITD DISTRICT 5
SPOT SPRAYING OF NOXIOUS WEEDS

ITD APOLOGIES FOR ANY INCONVENIENCE THIS MAY HAVE CAUSED

For other projects of interest, you are encouraged to visit our web-site periodically to obtain bid packets, plan sheets, plan holders list or bid results.

IDAHO TRANSPORTATION DEPARTMENT
ITD DISTRICT 5
SPOT SPRAYING NOXIOUS WEEDS

April 11, 2011
Requisition # E-145030

ADDENDUM # 2

The following information consists of changes, additions, deletions, corrections or clarifications to the above mentioned project. All other information will remain the same.

Contractor/Business Name: _____

The following are clarifications to questions asked:

Q. Is there a required tank size for any of the vehicles?
A. No. It is the Contractor's responsibility to have the proper tank size and vehicle for the project(s). Or they can travel (at their expense) back to refill their vehicles.

Q. Is ITD providing all herbicides including adjuvants?
A. Yes. Refer to Page 1, Section 1; Paragraph 5.

Q. Will the work be performed contiguously or on a on call basis?
A. Work will be performed on an 'on call' basis. ITD will provide the sources that need to be sprayed.

SIGNATURE: _____ **DATE**: _____

IF THIS PAGE IS NOT SIGNED, DATED AND RETURNED WITH YOUR BID DOCUMENTS YOUR BID WILL BE FOUND NON-RESPONSIVE

By signing bidder acknowledges receipt of this Addendum #2 and its content

IDAHO TRANSPORTATION DEPARTMENT
ITD DISTRICT 5
SPOT SPRAYING NOXIOUS WEEDS

March 30, 2011
Requisition # E-145030

ADDENDUM # 1

The following information consists of changes, additions, deletions, corrections or clarifications to the above mentioned project. All other information will remain the same.

Contractor/Business Name: _____

The following correction has been made on:
Page 1 / Scope of Work / Section 4 Completion Time:

<u>READS AS:</u>
Contract shall commence May 1, 2011 and be completed by April 30, 2011 of each contract year.

<u>NOW READS:</u>
Contract shall commence May 1, 2011 and be completed by **April 30, 2012** of each contract year.

Signature: _____ **Date**: _____
IF THIS PAGE IS NOT SIGNED, DATED AND RETURNED WITH YOUR BID DOCUMENTS YOUR BID WILL BE FOUND NON-RESPONSIVE

By signing bidder acknowledges receipt of this Addendum #1 and its content

IDAHO TRANSPORTATION DEPARTMENT (ITD)
INVITATION TO BID (ITB)

ITD DISTRICT 5
SPOT SPRAYING NOXIOUS WEEDS

ADDENDUM #1

I. SCOPE OF WORK

1. DESCRIPTION OF WORK

The work of this contract is intended to provide the Idaho Transportation Department, District 5, located at 5151 South 5th, Pocatello, Idaho is seeking available contractor to perform (spring) Spot Spraying Of Noxious Weeds on I-15 (MP 36 to MP 63) and, on US-30 (MP 359.5 to MP 376.0), and (spring/fall) Source Acreage Spraying per Exhibit B and Exhibit C. The Contractor will provide all tools, sufficient personnel, signs, and equipment to effectively and safely apply herbicides on roadsides, Department Property, or right of way as described herein.

Total man-power hours are estimated at 500 per contract year. Hours shall not exceed 600.

The Contractor shall provide a safe work zone while working in the highway right-of-way. All traffic control shall comply with the latest edition of the (MUTCD) Manual for Uniform Traffic Control Devices. When traffic control plans are required, approval from the ITD must be obtained prior to implementation.

The Contractor shall provide safety equipment signs and Class 2 ANSI Certified Safety Vest.

The Idaho Department of Transportation will provide all chemicals used for this contract.

2. CONTRACT ADMINISTRATOR

Dan Robertson
208 239-3318

3. CONTRACT AWARD:

Contract award shall be **"All or None"**

4. COMPLETION TIME:

Contract shall commence May 1, 2011 and be completed by **April 30, 2012** of each contract year.

IDAHO TRANSPORTATION DEPARTMENT (ITD)
INVITATION TO BID (ITB)

ITD DISTRICT 5
SPOT SPRAYING NOXIOUS WEEDS

March 28, 2011
REQUISITION # E-145030

Physical Address
Idaho Transportation Department
Business and Support Management – Purchasing Unit
Attention: Evey McAdams
3311 West State Street - Boise, Idaho 83703

ALL SEALED BIDS must be received by 5:00 pm on APRIL 14, 2011. Sealed bids will be opened at 10:00 A.M., on APRIL 15, 2011; at Business and Support Management - Purchasing Unit, located at 3311 West State Street in Boise. The Idaho Transportation Department, District 5 (the owner) is seeking quotes from qualified licensed professional herbicide applicators to provide all equipment, and labor for **Spot Spraying of Noxious Weeds on: I-15 (MP 36 to MP 63) and, on US-30 (MP 359.5 to MP 376.0), and source acreage spraying per Exhibits B and Exhibit C.**

- **IDAHO PUBLIC WORKS LICENSE**
- **ID DEPART OF AG – PROFESSIONAL APPLICATOR LICENSE**

ALL bid [process] submission questions relating to this ITB shall be directed to: Evey McAdams, Grants Contract Program Specialist, at 208.334.8084. **ALL technical** questions relating to this ITB must be submitted in writing 'via' e-mail evey.mcadams@itd.idaho.gov or facsimile (208) 332.4109.

ALL QUESTIONS MUST BE RECEIVED BY 5 PM, April 7, 2011 - **questions received after this date will not be addressed.**

FOR INFORMATION ON: Upcoming Projects, Project Updates, Addendums, Project cancellations, Bid [Status] Results, **please visit our web-site at: http://itd.idaho.gov "Doing Business with ITD"**

BID SUBMISSION MUST BE SENT IN A SEALED ENVELOPE CLEARLY MARKED AS SHOWN BELOW:

Business Name:_____
Requisition #: E-145030
Bid Close Date: April 14, 2011 @ 5:00 PM
Bid Open Date: April 15, 2011 @ 10:00 AM
Project Bidding: SPOT SPRAYING OF NOXIOUS WEEDS

Mailing Address
Idaho Transportation Department
Business and Support Management - Purchasing Unit
Attention: Evey McAdams
P.O. Box 7129 - Boise, Idaho 83707-1129

IDAHO TRANSPORTATION DEPARTMENT (ITD)
INVITATION TO BID (ITB)

ITD DISTRICT 5
SPOT SPRAYING NOXIOUS WEEDS

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IDAHO TRANSPORTATION DEPARTMENT (ITD)
INVITATION TO BID (ITB)

ITD DISTRICT 5
SPOT SPRAYING NOXIOUS WEEDS

I. SCOPE OF WORK

1. DESCRIPTION OF WORK

The work of this contract is intended to provide the Idaho Transportation Department, District 5, located at 5151 South 5th, Pocatello, Idaho is seeking available contractor to perform (spring) Spot Spraying Of Noxious Weeds on I-15 (MP 36 to MP 63) and, on US-30 (MP 359.5 to MP 376.0), and (spring/fall) Source Acreage Spraying per Exhibit B and Exhibit C. The Contractor will provide all tools, sufficient personnel, signs, and equipment to effectively and safely apply herbicides on roadsides, Department Property, or right of way as described herein.

Total man-power hours are estimated at 500 per contract year. Hours shall not exceed 600.

The Contractor shall provide a safe work zone while working in the highway right-of-way. All traffic control shall comply with the latest edition of the (MUTCD) Manual for Uniform Traffic Control Devices. When traffic control plans are required, approval from the ITD must be obtained prior to implementation.

The Contractor shall provide safety equipment signs and Class 2 ANSI Certified Safety Vest.

The Idaho Department of Transportation will provide all chemicals used for this contract.

2. CONTRACT ADMINISTRATOR

Dan Robertson
208 239-3318

3. CONTRACT AWARD:

Contract award shall be **"All or None"**

4. COMPLETION TIME:

Contract shall commence May 1, 2011 and be completed by April 30, 2011 of each contract year.

5. ALL TERRAIN VEHICLE OR UTILITY TERRAIN VEHICLE (ATV/UTV)

Areas of operation are only accessible by foot or by ATV/UTV. The Contractor shall provide spraying equipment, ATV/UTV, and backpack and/or hand sprayer to effectively spot spray areas as described.

6. DEFINITION

Spot Herbicide Application: That area so designated that requires treating of designated areas or weed species in the entire right of way from fence to fence or within areas or situations that require a more detailed and defined swath for a prescribed distance.

7. STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION

- **ON PAGE 15, SUBSECTION 103.04 – BOND REQUIREMENTS**

Add the following:

The Performance and Payment bond requirements shall be per application year. Proof of bonding and insurance shall be required prior to the start of each application year.

- **ON PAGE 74 and 75, SUBSECTION 107.01 – LAWS TO BE OBSERVED**

Add the following:

The Contractor shall observe and follow all pesticide chemical label precautions, restrictions, and recommendations of the chemicals being applied and shall observe and follow all applicable Federal, State, and local laws for the storage, transport, handling, mixing, use, and application of pesticide chemicals being used. Current and up to date labels and MSDS sheets of all chemicals being applied on Department property shall be on hand at the application site at all times during the term of this contract. Lawful recycle or disposal of all empty pesticide containers is the sole responsibility of the Contractor.

- **ON PAGE 76 and 77, SUBSECTION 107.03 – LICENSING OF CONTRACTORS**

Add the following:

The contractor and their employees operating any spray equipment shall have been licensed by the State of Idaho Department of Agriculture for a minimum of two years as a Professional Applicator in the category R.W. (Right-of-Way Herbicide) in accordance with Chapter 34, Title 22, Idaho Code and possess a current license.

A copy of ***'all'*** applicable licenses' shall be provided with your Bid Documents.

- **ON PAGE 90 SUBSECTION 108.04 – LIMITATION OF OPERATIONS**

Add the following:

No work shall be allowed the Friday before, through the Holiday weekend and the Tuesday after the holiday for the following Holidays:

Memorial Day
Labor Day

No work shall be allowed the day before or the day after the Independence Day Holiday.

II BID GUIDELINES

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. 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 themselves with all available information, including a physical survey of the site of the proposed work, shall not relieve them from successfully performing all the work required.

3. BIDDING REQUIREMENTS AND CONDITIONS

Sealed Bids will be received at the time and place stated in this bid document. 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 bids 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. The bidder shall complete the bid schedule as noted in this bid document. In the event of a discrepancy between unit bid prices and extensions, the unit bid price shall govern. All figures shall be written in 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.

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 received in a sealed envelope, when received by the Department.

6. If the bidder's signature is not signed, [in **BLUE** ink] on the Signature Page.

7. If *all* Addendums are not signed, [in **BLUE** ink] dated and returned with the Bid Documents.

8. If the contractors Federal Identification number is not inserted on the Signature Page.

9. If the two (2) Contractor Affidavits are not completed and returned – *Concerning Alcohol & Drug Free Workplace and Concerning Illegal Aliens*

10. If the required Contractor license number(s) are not inserted on the Signature Page.

5. DISQUALIFICATION OF BIDDERS

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

1. More than one Bid, for the same work from an individual, partnership or corporation under the same name or a different name.

2. Evidence of collusion among bidders. Participants in such collusion will receive no recognition as bidders for any future work of the State until any such participant shall have been reinstated as a qualified bidder.

3. Bidder, or is principals or affiliates, is disbarred, suspended, or ineligible from federal contracting; see Idaho Code § 67-5730 (2) (f).

6. BID GUARANTY *(Five Percent Bid Bond)*

No bid will be considered unless accompanied by a (5%) guaranty of the character and in an amount not less than the amount indicated on the Bid.

If a surety bond is used, it must be signed with an original signature(s) and it shall be submitted on an [original] acceptable form signed by the bidder and their surety company. Power of Attorney for the person who executes the bond on behalf of the surety as Attorney-In-Fact must be a certified copy, and must accompany the bid bond.

7. RETURN OF BID GUARANTY *(Five Percent Bid Bond)*

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

8. PERFORMANCE AND PAYMENT BONDS

The lowest responsive bidder shall furnish a performance bond and a payment bond each in the amount (100 percent) of the initial contract amount.

The lowest responsive bidder may deposit government obligations in lieu of performance and payment bonds under the following conditions:

1. The obligations shall be acceptable to the State Treasurer.

2. The obligations shall be payable to, or fully negotiable by, the Department.

3. The obligation shall be in an amount equal at fair market value to the penal sum of the required surety bonds.

4. The bidder pays the initial and return transfer charges for transmittal of the obligation of the Treasurer's Office.

Within **90 days** after final completion of the contract those obligations deposited, as a performance bond will be returned, less any amount owed to the Department as a result of

this contract. Obligations deposited, as the payment bond shall be held for a period of one year from the date of acceptance of the contract for settlement of claims in accordance with Idaho Code, Section 54-1927.

Government obligations shall be deposited with the State Treasurer with instructions to issue a safe keeping receipt to the Department. Bonds or Government obligations must be provided within fifteen (15) calendar days following receipt of a Notice of Intent to Award.

9. CONSIDERATION OF BID

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.

10. BIDDER CHALLENGE TO DEPARTMENT DETERMINATION

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.

11. EXECUTION / AWARD OF THE CONTRACT

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

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

12. FAILURE TO EXECUTE CONTRACT

Failure to execute the contract 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. Award may then be made to the next lowest responsible bidder or the work may be re-advertised or otherwise, as the Department may decide.

III. TERMS AND CONDITIONS

1. STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION

The Standard Specifications for Highway Construction (ITD 2004), the most current Supplemental Specifications, the January 2008 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.

2. CONTRACT ADMINISTRATION

Unless otherwise modified by this Invitation to Bid, the contract and work for the project shall be administered in accordance with ITD's 2004 Standard Specifications for Highway Construction. The most current version of ITD's Supplemental Specifications to the 2004 Standard Specifications shall also apply.

3. CONTRACT AWARD

Contract award shall be 'All or None' and shall be based on the 'Total Amount Bid'. However, if deemed, in the best interest of the State, the Department reserves the right to award multiple contracts or reject all bids received and the project shall be rebid.

4. CONTRACT TERM

The term of this contract consists of a one (1) year period with the option to renew for three (3) consecutive one (1) year periods upon mutual agreement between the Contractor and Owner.

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.

5. PAYMENT REQUIREMENTS

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

6. CHANGES

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

shall be documented by formal Change Order to the contract and approved by the Purchasing Agent.

7. CLAIMS FOR ADJUSTMENT AND DISPUTES

If the Contractor believes that additional compensation is due them for work or material not clearly covered in the contract, or not ordered as extra work, as defined herein, they shall prosecute their claim in the following manner. Prior to doing the work on which they believe additional compensation is due them, the Contractor shall notify the District Engineer, in writing of their intent to file a claim. If, such notification is not given, then the Contractor shall thereby; waive their right to any claim for such additional compensation.

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

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

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

8. FORCE MAJEURE

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

9. COMPLIANCE

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 Section 10 Termination.

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.

10. TERMINATION

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.

11. INDEMNIFICATION

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

12. SAVE HARMLESS

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

The Contractor will maintain Worker's Compensation Insurance as required by Idaho Code and will provide to the department a certificate of Idaho Worker's Compensation Insurance issued by a surety licensed to write Idaho Worker's Compensation in the State of Idaho, or an extraterritorial certificate approved by the Idaho Industrial Commission from a State that has a current reciprocity agreement with the Idaho Industrial Commission. Failure to provide a

Certificate of Workman's Compensation Insurance may result in a price adjustment to cover any cost to the Department of providing the necessary workman's compensation insurance.

The Department will not assume liability as an employer.

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

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

13. ALCOHOL AND DRUG-FREE WORKPLACE

Along with its bid, the bidder shall submit an affidavit certifying compliance with I.C. Title 72, Chapter 17, 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.

14. ILLEGAL ALIENS

The 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); 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 State; and that any misrepresentation in this regard or any employment of person 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.

15. INSURANCE

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 for 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 Insurance 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.

Requisition # E-145030
Project: ITD District 5
SPOT SPRAYING NOXIOUS WEEDS

INTENTION TO RESPOND

To help us assist you better

PLEASE FAX BACK to: 208.332.4109

Or Mail to:

Idaho Transportation Department
Purchasing Section
PO Box 7129
Boise, Idaho 83707-1129

BID CLOSE: April 14, 2011 @ 5:00 P.M. BID OPENS: April 15, 2011 @ 10:00 A.M.

PLEASE CHECK ALL THAT APPLY

_____ Company intends to prepare and submit a proposal to the requisition listed above.

_____ Company does not plan to respond.

Other Message / Comments: _____

_____

_____

Company Name: _____

Individual / Owner's Name: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Contact Person: _____
(Please Print)

Phone # _____

Fax # _____

Email Address: _____

ITD BID SCHEDULE
ITD DISTRICT 5
SPOT SPRAYING OF NOXIOUS WEEDS

REQUISITION # E-145030

Each Bid item shall be filled in completely by the Contractor in the bid schedule, by indicating the total dollars and cents under: Price per Unit, Extended Price; Lump Sum and 'Total Amount Bid'.

All costs, including hourly rates, will be included here and will be fully burdened to include, but not limited to, wages, transportation, lodging, overhead, and per-diem. All figures shall be written in ink or typed. Penciled entries will not be accepted; bids will be considered irregular and rejected.

Business / Contractor Name: _____

ITEM #	LOCATION	DESCRIPTION ITEM	UOM	RATE PER HOUR DOLLARS.CENTS
1	I-15 (MP 36 TO MP63)	SPOT SPRAYING OF NOXIOUS WEEDS	100 HOURS	$_____._____
2	PER EXHIBIT B & C	DISTRICT SOURCE SPRAYING	400 HOURS	$_____._____
			TOTAL BID AMOUNT	$_____._____

CONTRACT AWARD TO BE **"ALL OR NONE"**

This page **MUST** be signed, with an original signature, in BLUE ink, dated, and returned with your Bid Documents.

SIGNATURE: _____ DATE: _____

As the undersigned, I certify I am authorized to sign for and submit and respond to this bid schedule!

Idaho Transportation Department
Signature Page

Idaho Transportation Department
Business and Support Management Purchasing Unit
PO Box 7129
3311 West State Street
Boise, Idaho 83703

Requisition #: E-145030
Requisition Title: SPOT SPRAYING OF NOXIOUS WEEDS

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.

Federal Identification #	Public Works Contractor's License #	DOA Professional Applicators License #

Company Name	State of Domicile

Mailing Address	City	State	Zip Code

Contractor or Authorized Representative's Printed Name	Phone Number (with area code)

Fax Number (with area code)	Email Address

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

Contractor or Authorized Representative's Signature	Date Signed

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 Code

Phone Number	Fax Number

THIS PAGE MUST BE SIGNED WITH AN ORIGINAL SIGNATURE (BLUE INK) AND RETURNED WITH YOUR BID DOCUMENTS!

CONTRACTOR'S AFFIDAVIT

CONCERNING ILLEGAL ALIENS

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 state 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

_____

_____

THIS PAGE <u>MUST</u> BE COMPLETED AND RETURNED WITH YOUR BID DOCUMENTS!

CONTRACTOR'S AFFIDAVIT

CONCERNING ALCOHOL AND DRUG-FREE WORKPLACE

http://www.legislature.idaho.gov/idstat/Title72/T72CH17.htm

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
(Contractor Name)

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
(Contractor Name)

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 _____.

My Commission expires: _____

_____
NOTARY PUBLIC, residing at

_____

_____

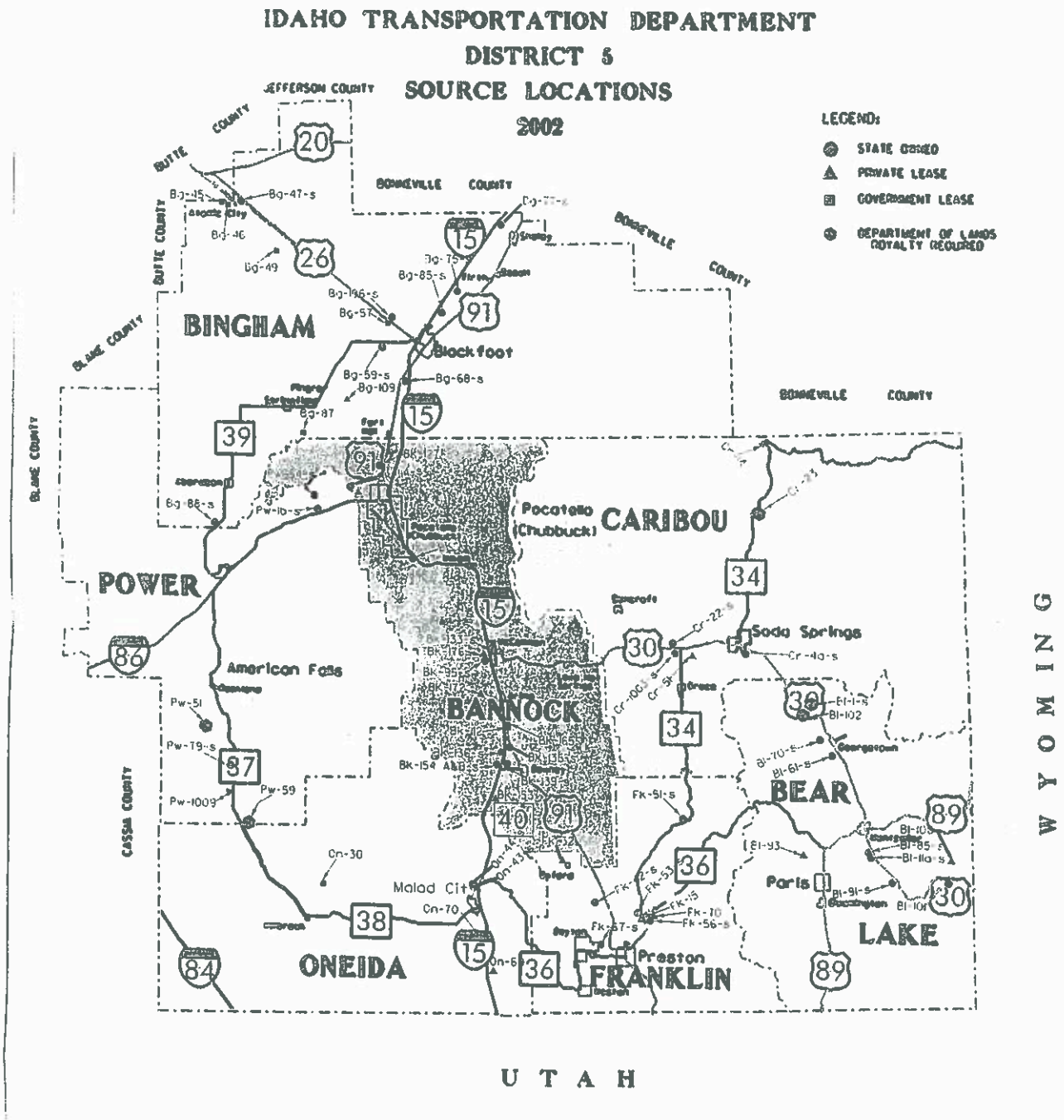
THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR BID DOCUMENTS!

EXHIBIT B
ITD DISTRICT 5
SOURCE ACREAGE FOR SPRAYING

SOURCE	ACREAGE	SOURCE	ACREAGE	SOURCE	ACREAGE
BK-4	15	BI-1	24.7		
BK-95-S	9.5	BI-11A-S	24.1	PW-1D-S	9.2
BK-112 &165	33	BI-61-S	14.1	PW-51	40
BK-114-S	19.3	BI-70-S	77.65	PW-54-S	26.9
BK-127-S	13	BI-85-S	26.5	PW-5-S	17.8
BK-133-S	22.4	BI-91-S	53.8		
BK-135-S	34.4	BI-93	20	2005	
BK-136-S	39.5	BI-100	75.5	BG-77-2	23.8
BK-139-S	65	BI-101	68		
BK-142-S	55.2	BI-102	40.4	2006	
BK-153	20			PW-79-S	8.8
BK-154A	31.5	CR-4A-S	23.4	PW-1009	20.4
BK-154B	31.5	CR-14	15.6		
BK-172	145.9	CR-22-S	21.6		
BK-176	63	CR-23	15		
		CR-1003-S	25.4		
BG-45	22.8	CR-51	20		
BG-46	40				
BG-47-S	22.9	FK-42-2	22.8		
BG-49	80	FK-51-S	37.9		
BG-57	27.5	FK-53-2	13.8		
BG-59-s	17	FK-56-S	20.7		
BG-68.S	9.3	FK-67-S	23.3		
BG-75-S	19.4	FK-70	25.9		
BG-85-S	37.1				
BG-87	183.9	ON-30	21.5		
GB-88-S	15.8	ON-43 & 43-S	45.8		
BG-106-S	33	ON-60	8.6		
BG-109	43.6	ON-70	40		
TOTAL ACRES	1150.6	TOTAL ACRES	808.05	TOTAL ACRES	146.9

GRAND TOTAL ACRES - 2105.55

EXHIBIT C


IDAHO TRANSPORTATION DEPARTMENT
DISTRICT 5
SOURCE LOCATIONS
2002
LEGEND:
STATE OWNED
PRIVATE LEASE
GOVERNMENT LEASE
DEPARTMENT OF LANDS ROYALTY REQUIRED
JEFFERSON COUNTY
BUTTE COUNTY
BONNEVILLE COUNTY
BLAINE COUNTY
CASSIA COUNTY
BINGHAM
POWER
CARIBOU
BANNOCK
BEAR
LAKE
ONEIDA
FRANKLIN
Blackfoot
Pocatello (Chubbuck)
Soda Springs
American Falls
Malad City
Preston
Paris
WYOMING
UTAH

CONTRACTOR'S RESPONSIBILITY PAGE

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) **Bid Schedule** must be completed and signed (blue ink) with an original signature

2) **Signature Page**
   - Contractor's **(ALL APPLICABLE)** License Number(s) must be inserted
   - Page must be signed (blue ink) with an original signature

3) **Contractor's Affidavit**
   - Concerning Alcohol and Drug Free Workplace
   - Concerning Illegal Aliens

4) **Five Percent (5%) Bid Guaranty**
   - Bidders Bond or Cashier's Check

5) **Addenda**
   - It is the Bidder's responsibility to verify if any addendum(s) have been issued by viewing our ITD web-site at: http://itd.idaho.gov **"Doing Business with ITD"**
   - **ALL** addendums **Must be Signed** dated and returned with your Bid Documents.

6) **ALL BIDS** must be submitted in a sealed envelope with the Requisition Number, Bid Open Date, and Project Name clearly marked on the outside of the envelope.

7) **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.