

**RECORD OF PUBLIC BID OPENING
INVITATION TO BID
AWARDED**

BID RESULTS

Requisition No.: F-247170

Project Name: Janitorial Services – Lost River Rest Area

Bid Close Date: 11/7/11 @ 5:00 PM

Bid Open Date: 11/8/11 @ 10:30 AM

Company/Bidder: DEVELOPMENT WORKSHOP – IDAHO FALLS ID

ITEM#	DESCRIPTION	UOM	UNIT PRICE	EXTENDED TOTAL
1	JANITORIAL SERVICES	12/MO	\$4,473.00	X12 = \$53,676.00



IDAHO TRANSPORTATION DEPARTMENT
DISTRICT 6 – IDAHO FALLS
JANITORIAL SERVICES
LOST RIVER REST AREA

ADDENDUM # 1

October 27, 2011
Requisition # F-247170

CONTRACTOR/BUSINESS NAME: _____

As a result of mandatory pre-proposal conference and site visit held at the Lost River Rest Area on October 25, 2011, at 10:30 AM, the following changes, additions, deletions, or clarifications to the above mentioned project have been made. ALL other information will remain the same.

PAGE 1 –

1.5 WORK LOCATIONS AND SCHEDULES

NOW READS AS:

The Contractor shall provide appropriate personnel to service the Rest Area twice daily, seven (7) days per week, the service starting no later than 9:00 AM and beginning after 4:00 PM for the entire Rest Area. *The Contractor shall have janitorial staff on site for a minimum of 2 hours during the morning cleaning and 2 hours during the afternoon cleaning.* the Contractor shall provide additional cleanup and care, if necessary, through temporary closures, holidays, weekends and periods of high use.

PAGE 6 –

2.5 WORK DETAIL – CLEANING/SERVICING REQUIREMENTS

PARAGRAPH 9

NOW READS AS:

The Contractor shall be responsible for removing snow from the concrete pedestrian areas in the rest area and ~~the perimeter of the rest area building.~~ *the east and west side of the building up to the southernmost edge of the rest area building windows.* Snow and ice must be removed a minimum of twice daily, more often if necessary from the camera pole on the east entrance to the ~~kiosk on the west side~~ *west side of the dog kennel* snow and ice shall be removed and/or treated with ice melting chemicals (Ice Slicer granular ice melt, or approved equal). Snow removal and ice control may be required throughout the workday as required to provide bare sidewalks and safe access to restrooms in the designated areas. Pickup trucks or heavy tractors with snowplows or blades are not allowed on the designated pedestrian areas in the Rest Area.

The following paragraphs in subsection 2.5 'Work Detail – Cleaning/Service Requirements' have been removed in their entirety and replaced with the following

PAGE 7 –
PARAGRAPHS 4 & 5

NOW READS AS:

The Contractor will be required to remove all vegetation as detailed below once per week or more often as necessary beginning May 1st thru September 30th (only) per each contract year.

The Contractor will be required to mow/trim all vegetation (including vegetation under all trees and shrubs) to a maximum of 3" tall (where possible) starting at the cedar tree located at the north east most picnic area, extending to the side walk, west to the far west side of the dog kennel. Continuing from the south west corner of the dog kennel south east 20 feet behind the CORS (Continuous Operating Reference station) and then north east along the river bank, back to the north east most located picnic area. The Contractor shall remove all vegetation once per week or more often if necessary beginning May 1st thru September 30th (only) per each contract years. The purpose of vegetation removal is to maintain a fire protection zone around the rest area building and the CORS (Continuous Operating Reference station).

This page MUST BE SIGNED, in blue ink, DATED AND RETURNED with your BID DOCUMENTS

Failure to return this document will result in a non-responsive bid

Signature: _____ Date: _____

I acknowledge receipt of this Addendum and its contents.



Mandatory Pre-Bid Conference/Walkthrough Sign In Sheet

Sign in is required to validate bid.

Requisition Number E347170	Project Name Last River Rest Area		
Conference/Walkthrough Date 10:25:2011	Time 10:30	Location Last River Rest Area	

Please Print

Business Name	Participant Name(s)	Address	City, State, Zip Code
ITD	Denise Cooley		
		Phone No. w/ area code	Fax No. w/ area code
		Email Address	
ITD	Paul Walker		
		Phone No. w/ area code	Fax No. w/ area code
		Email Address	
Westex Building Maintenance WBM	GROVER STAUB	AREA OFFICE CORP OFFICE 1102 MT PLAZA / BROWN ST	BLFT ID 83221 / Boise
		Phone No. w/ area code	Fax No. w/ area code
		Email Address	
ACE	Norman Halderman	1589 RA ST	Idaho Falls ID 83402
		Phone No. w/ area code	Fax No. w/ area code
		Email Address	
Development Workshop Inc	Jackie Bierma	555 W 25th St	Id Falls, Id 83402
		Phone No. w/ area code	Fax No. w/ area code
		Email Address	
Environmental Services	Lanny Cunningham	PO Box 98 Blackfoot ID 83221	
		Phone No. w/ area code	Fax No. w/ area code
		Email Address	
GBM	John Lyon	53715 12413 W. EXECUTIVE BOULEVARD	BOISE ID 83717
		Phone No. w/ area code	Fax No. w/ area code
		Email Address	
		Address	City, State, Zip Code
		Phone No. w/ area code	Fax No. w/ area code
		Email Address	



IDAHO TRANSPORTATION DEPARTMENT (ITD)
INVITATION TO BID (ITB)
ITD DISTRICT 6
Janitorial and Maintenance Services
Lost River Rest Area

October 12, 2011

Physical Address

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

Mailing address

P.O. Box 7129
Boise, Idaho 83707-1129

Requisition No.: F-247170

ALL sealed bids must be received by 5:00 PM on November 7, 2011. Sealed bids will be opened at 10:30 AM on November 8, 2011 at Business and Support Management Purchasing Unit, at 3311 West State Street in Boise. The scope of work consists of furnishing all materials, equipment and labor for Janitorial and Maintenance Service at the Lost River Rest Area, as per the specifications contained in the above requisition.

A **MANDATORY** pre-proposal conference and site inspection will be held on October 25, 2011 at 10:30 AM., at the Lost River Rest Area located on US Highway 20-26, MP 265 (near Arco, Idaho). The purpose of the conference is to answer questions related to this proposal and to provide a site inspection of the rest area complex. Contractors **must** attend this meeting to bid on this contract. Bids received from Contractors not in attendance will not be accepted and will be declared non-responsive

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 shall be submitted in writing 'via' e-mail evev.mcadams@itd.idaho.gov or facsimile (208) 332.4109.

ALL additional questions from attendees of pre-proposal conference and site inspection must be received via e-mail or facsimile NO LATER THAN 5:00 PM October 27, 2011. Questions received after this date and time will not be addressed.

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

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

<p>Requisition #: F-347170 Bid Close Date: November 7, 2011 – 5:00 PM Bid Open Date: November 8, 2011 – 10:30 AM Item Bidding: Janitorial and Maintenance Service – LOST RIVER REST AREA</p>
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**IDAHO TRANSPORTATION DEPARTMENT (ITD)
INVITATION TO BID (ITB)
REQUISITION # F-247170
ITD DISTRICT 6**

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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 PURPOSE

The Idaho Transportation Department (ITD) is seeking proposals for *janitorial and maintenance service* of the ITD District 6 – *Lost River Rest Area*, located on U.S. Highway 20-26 – M.P. 265 (near Arco, Idaho).

In addition to the routine work outlined in this document, the contract requires capable and authorized Contractor's representatives to confer as needed in English with the Contract Administrator, or his representative, concerning situations and problems that may arise. Prior to commencement of work, The Department will arrange a meeting with the Contractor to discuss the contract terms and work performance requirements. At this time, an inspection of the Rest Area will be conducted jointly to document any substandard conditions that may exist. The Department is responsible for correction of any substandard items listed.

1.2 MANDATORY PRE-PROPOSAL CONFERENCE & SITE INSPECTION

A MANDATORY pre-proposal conference and site inspection will be held on October 25, 2011 at 10:30 A.M. All bidders must be present at this pre-proposal conference or your bid will be declared non-responsive. Please report to the ITD District Six – Lost River Rest Area, located on U.S. Highway 20-26, M.P. 265 (near Arco, Idaho). The purpose of the conference is to answer questions related to this proposal and to provide a site inspection.

1.3 CONTRACT TERM

The initial term of this contract shall *commence on December 1, 2011*.

Contract term shall be for one (1) year period with an option to renew for two (2) additional one (1) year periods upon mutual agreement between the Contractor and Department.

The Department, reserves the right to cancel this contract within thirty (30) days of written notice of failure to complete the agreed/assigned tasks stated within these bid specifications.

The Contractor shall not sublet, sell, transfer, assign or otherwise dispose of the contract or contracts or any portions thereof, or his right, title or interest therein, without prior written consent of the District Engineer.

1.4 CONTRACT MANAGER/ADMINISTRATOR

CONTRACT ADMINISTRATOR

Paul Walker
Office # (208)745 5650
Cell # (208) 705-6604

CONTRACT MANAGER

Dan Hawkins
Office # (208) 527-8289
Cell # (208) 705-6631

1.5 WORK LOCATIONS AND SCHEDULES

The Contractor shall provide appropriate personnel to service the Rest Area twice daily, seven (7) days per week, the service starting no later than 9:00 AM and beginning after 4:00 PM for the entire Rest Area. The Contractor shall provide additional cleanup and care, if necessary, through temporary closures, holidays, weekends and periods of high use.

2. SPECIAL PROVISIONS

2.1 GENERAL REQUIREMENTS

Under the terms of this agreement, the Contractor and employees are prohibited from operating or advertising any commercial enterprise or activity on any premises that are the subject of the proposed agreement.

The Contractor shall provide all labor, equipment, tools, materials and supplies to effectively maintain the Rest Area. The Contractor shall provide adequate personnel to maintain the Rest Area facilities in a safe, sanitary, clean and attractive manner to the satisfaction of the Department.

The contractor and their employees shall not accept tips or other gratuities for any service performed in the Rest Area.

The Contractor shall provide at no cost to their employees training, testing, information, vaccination (if requested), and appropriate protective equipment in all matters relating to the human hazards due to exposure or contact with blood borne pathogens or diseases.

The Contractor shall meet all current federal (OSHA) requirements to protect their employees from this exposure.

Guests or immediate family of the Contractor's employees will not be allowed to accompany or assist an employee cleaning unless they are employees of the Contractor.

Work at the Rest Area shall be coordinated with the Contract Administrator, Dan Hawkins.

The Contractor shall provide the Department with the names and telephone numbers of all on-call supervisory personnel. These on-call supervisory personnel may assist the Department's appointed representative in making random on-site facility inspections and in coordinating other operational requirements.

The Contractor shall promptly notify appropriate authorities of emergencies that occur in the Rest Area. In the event of illness or injury to visitors or others while in the Rest Area, the Contractor's personnel shall call for professional help as requested or deemed appropriate.

The Contractor shall immediately report to the Contract Administrator or his representative any suspected hazardous material spills. The Contractor should recognize the hazard and barricade the area. The Contractor shall not attempt cleanup and shall keep people away until qualified authorities decide on proper action.

The Contractor shall report all incidents such as, inoperable facilities, vandalism, camping, etc., to the Contract Administrator, or his representative as quickly as possible. The Department shall receive notification of any incidents relative to public health or safety immediately and incidents of a lesser nature during the next normal workday.

2.2 SPECIAL REQUIREMENTS

The Contractor is required to provide their work and home telephone number(s), which shall be made available to the ITD Contract Administrator Paul Walker.

The Contractor shall provide ITD with the names and telephone numbers of all personnel. The contractor shall accompany ITD's appointed representative in making random on-site facility inspections.

The Contractor shall monitor the activities of organizations granted special use permits for serving refreshments and report any noncompliance with the permit terms. The permit terms require that the rest area grounds or area used by the organization, be cleaned by the organization at termination of their use period so that no additional work will result for the Contractor. The organization cannot block access to vending machines placed by the Commission for the Blind and Visually Impaired.

2.3 ADA COMPLIANCE (Americans with Disability Act)

STATUTE – Title 56, Section 56-704, and Title 18, Section 18-5812A

The Contractor must comply with the Federal Highway Administration (FHWA) guidelines and the Americans with Disabilities Act (ADA).

The Contractor shall comply with the Department's 'Guide to Compliance with the ADA – Service Animals'.

The Contractor must provide training to *ALL EMPLOYEES* regarding the Service Animal guidelines and compliance.

The Contractor must provide written documentation, stating that ALL EMPLOYEES, employed at the *REST AREA(S)* being maintained by the Contractor have in fact:

- ⊕ *Completed and understand the 'Guide to Compliance with the ADA – Service Animals'*
- ⊕ *Documentation shall include the 'date training was offered and completed'*
- ⊕ *Documentation shall include the signature of each employee*

Training documentation must be provided to the ITD Contract Staff member within thirty (30) days after contract agreement has been fully executed. Failure to comply with this statute will result in the termination of contract.

Additional information can be found at: <http://www.usdoj.gov/crt/ada/adahom1.htm>

2.4 RECORDS

The Contractor shall keep a daily checklist and log which shall be kept on site and available to ITD at all times. The checklist and log shall contain hours and time worked; details of unusual activity(s) (accidents, vandalism, etc.), including lost and found articles, etc. A sample Daily Checklist and Log is attached as Exhibit II. The checklist and log shall be kept in the mechanical room and be available

for inspection by ITD personnel. Log sheets and time cards will be collected during monthly inspections.

2.5 WORK DETAIL – CLEANING/SERVICING REQUIREMENTS

- Restrooms

Floors, toilet partitions, doors, toilets, urinals, hand dryers, wash basins, soap dispensers and mirrors shall be scrubbed thoroughly twice daily, seven (7) days per week for the public restroom area and entrance way, with additional cleaning as necessary. A high-strength detergent containing a deodorant and a built-in antibacterial agent shall be used for this purpose.

After being washed, fixtures shall be wiped dry with a clean towel and floors shall be dried either by forced air or dry mopping. Garbage containers shall be emptied; cleaned, and lids washed. Soap and paper goods dispensers shall be replenished as necessary. At least one-half roll of biodegradable toilet paper should be in evidence in each stall. Odor-suppressant materials such as urinal blocks and air deodorant shall be used and replenished as determined suitable to control odors.

Interior windows, walls, ceilings and light fixtures shall be scrubbed weekly with soap and water, or appropriate cleaner and wiped dry to maintain a clean, smear-free appearance. Daily spot cleaning is to be done as needed. Clean exterior windows, weekly, April 15 through December 1: weather permitting. Upper interior windows shall be cleaned twice during the contract year on April 1, and December 1.

The floors in the utility and storage rooms shall be swept weekly and mopped if necessary.

The heating or cooling system shall be operated and with desired temperature 10°C to 18°C (50°F to 65°F) winter; 18°C to 27°C (65°F to 80°F) summer, to assure proper air circulation/exchange is taking place inside the restrooms.

The Contractor shall provide soap, paper goods; garbage bags (garbage bags shall be at least, 1.35 mil thick linear low density; flat seam trash bags, made from at least 90% virgin material), mechanical or electrical odor control and cleaning supplies. All supplies and materials furnished by the Contractor are subject to prior approval by the Department. Material Safety Data Sheets (MSDS) must be present for all appropriate products.

The Contractor shall immediately inform the contract administrator of any graffiti or markings of any kind on any surface inside or outside the rest area. The contractor administrator will determine the appropriate correction.

- Plaza Areas (outside the restrooms)

Concrete walkways, doors, water fountains, benches, picnic tables, picnic pavilions, and display areas shall be thoroughly cleaned each day, with additional cleaning as necessary. Smooth walls and overhead surfaces shall be scrubbed monthly with soap and water and wiped dry to maintain a clean, smear-free appearance. Rough surfaces shall be brushed and/or swept clean as necessary.

The Contractor shall be responsible for removing snow from the concrete pedestrian areas in the rest area and the perimeter of the rest area building. Snow and ice must be removed a minimum of twice daily, more often if necessary from the camera pole on the east entrance to the kiosk on the west side. Snow and ice shall be removed and/or treated with ice melting chemicals (Ice Slicer granular ice melt, or approved equal). Snow removal and ice control may be required throughout the workday as required to provide bare sidewalks and safe access to restrooms in the designated areas. Pickup trucks or heavy tractors with snowplows or blades are not allowed on the designated pedestrian areas in the Rest Area.

Snow removal and ice control will not be necessary from the concrete walkway from the camera pole (located out from the main entrance) to the end of the East concrete walkway from December 1 thru April 15 of each contract year.

The Department shall remove snow from the Rest Area parking lots area.

During non winter months sidewalks and walkways shall be cleaned once per workday or as needed. These walkways consist of the entire length of walkways and the perimeter of the rest area building.

The picnic pavilions shall require no maintenance from December 1 thru April 15 of each contract year.

- Grounds and Parking Lots

All trash, paper, other litter and pet waste shall be removed from the grounds, and parking areas once per shift, or more often if necessary. All types of litter shall be removed from the surrounding areas daily. All garbage containers shall be emptied; cleaned and lids washed if dirty, and fitted with new garbage bags as often as necessary to avoid overflow.

The Contractor should use their judgment to determine whether an almost empty garbage bag actually needs to be replaced. The Contractor shall notify the Department when garbage containers need repainted or replaced due to damage, normal wear and tear, etc.

The Contractor's vehicles used in the removal of garbage must be maintained in a neat, serviceable condition. Truck beds shall be tight and have enclosed sideboards and covered tops capable of containing the refuse collected.

The Contractor shall remove all garbage collected daily from the Rest Area. Garbage bags placed in garbage storage containers must be tightly secured in order to reduce the risk of creating unsanitary conditions. All garbage must be removed from the Rest Area and disposed of properly after each cleaning or more often as required to keep garbage storage from exceeding capacity. *Any costs involved with use of the landfill and arrangement for its use shall be the Contractor's responsibility.* The Contractor shall meet all applicable Federal, State, and Local requirements for solid waste handling, collection, and disposal.

Contract administrator will designate an area for an enclosed dumpster to be located if the contractor so wishes to have a dumpster at the contractors cost. If the dumpster is not maintained the contract administrator reserves the right to have the dumpster removed at the contractors cost.

During non winter months sidewalks and walkways shall be cleaned once per workday or as needed. These walkways consist of the entire length of walkways and the perimeter of the rest area building.

The Department shall remove snow from the Rest Area parking lots area.

The Contractor shall be required to mow the grass on the East side of the East sidewalk once per week beginning May 1st thru September 30th (only) per each contract year.

The Contractor will be required to remove all weeds from around the trees and shrubs once per week or more often as necessary beginning May 1st thru September 30th (only) per each contract year. Weeds on the south west side of the rest area building must be mowed or removed to provide a fire break. The weeds shall be mowed or removed no less than 20' from the rear (south west side) of the rest area building and extending to the pet area.

- Arbors And Tables

Picnic tables, benches and floors shall be cleaned once daily or more often if necessary, with biodegradable soap and water, using brushes, rags, sponges or other power-cleaning equipment that will clean and sanitize. The morning cleaning must be completed by 10:30 a.m. and the afternoon cleaning is to be completed by 5:00 p.m.

Brushes, cloths or sponges, which have been used for cleaning in restrooms, shall not be used to clean tables or benches. Do not apply insecticide or disinfectant to the table or bench tops unless the surface can be rinsed off immediately with clean water.

Ceilings, walls and posts shall be pressure steam cleaned or pressure washed once per month on 30-day intervals or more often if necessary. Alternative cleaning practices must be approved by the District Rest Area Foreman before practices may be implemented.

- Water Supply

The Department will perform all routine maintenance and servicing necessary for proper operation of the water supply and irrigation systems.

- Sewage System

The Department will be responsible for pumping, cleaning and disposing of sewage from the septic tanks for the Rest Area.

- Irrigation System

The Department will operate and perform all maintenance and routine servicing of the irrigation system.

- Miscellaneous

The Contractor shall be responsible for all keys that were issued by the Department. The keys shall be returned to the Contract Administrator upon termination of this contract. Failure to return the keys may result in a core and key(s) replacement charge that will be deducted from the last month's payment.

The Contractor shall provide safe storage for found articles and shall deliver unclaimed articles weekly to the Contact Administrator.

- Vending

The Contractor shall not distribute, advertise or sell products or services of any kind in the rest area. The Contractor should be aware of the provisions of Title 40, Chapter 3 (Section 40-321) and Title 67, Chapter 54 (Section 67-5411) of the Idaho Statutes, which outlines Commercial Enterprises on Highways and vending requirements by the Idaho Commission for the Blind & Visually Impaired.

Requests to provide refreshments at rest areas during holidays and weekends will be processed by the appropriate Department District. Copies of all approved requests may be forwarded to the Contractor

2.6 WORK DETAIL – MAINTENANCE REQUIREMENTS

- *The Department's Responsibilities*

Maintain all fixtures in the rest rooms, including the plumbing fixtures and heating and cooling system.

Maintain all light fixtures, including the high-level parking area lights.

Maintain all trees, shrubs, lawns (except mowing), and landscape areas (shrub beds).

2.7 WORK DETAIL REPAIR AND REPLACEMENT REQUIREMENTS

- *The Department's Responsibilities*

Paint or stain the buildings and related structures, replace unserviceable or broken parts in the plumbing, heating and cooling and irrigation system; replace unserviceable or broken fixtures, in the restrooms and Rest Area property.

Be responsible for the sewage system and related facilities, the water system including the well, major plumbing and pump, primary valves and controls for the irrigation system, the heating and cooling system and electrical repairs.

Reserve the right to make any repairs, remove or add fixtures, facilities, landscaping or any other improvements or maintenance activity it deems necessary.

2.8 CONTRACTOR'S EMPLOYEES

- Employee Uniform

Employees shall be neat and clean at all times.

Each employee shall wear an easily read identification badge, which contains the Contractor's and employee's names.

The Contractor shall provide, **at no expense to the employee**, uniform shirts or tee-shirts which contains the Contractor's name and employees OR an easily read identification badge, which contains the Contractor's and employee's names.

- Employee Conduct

Employees are prohibited from having firearms in their possession while on duty. Employees shall treat the public in a friendly, courteous, professional manner and provide excellent customer service. The public has many questions; employees should be well informed on local road conditions, detours, service stations, motels, restaurants and will be able to communicate in English.

The Contractor and their employees shall not accept tips or other gratuities for any services performed in the rest area.

ITD reserves the right to require the Contractor to remove from the job, employees covered by this contract, who endanger persons or property or whose continued employment does not serve the best interest of ITD.

2.9 DEPARTMENT'S RESPONSIBILITY

- Utilities

The Department will provide all utilities, including electrical, water and sewer for the Rest Area proper.

- Grounds, Parking Lot and Roadway

The Department will be responsible for all repairs to pavement, walks, curbs and high-level parking lights. If the Department determines that any damage is the result of a negligent act by the Contractor, repairs shall be the responsibility of the Contractor.

- Signs and Symbols

The Department will provide all necessary permanent signs and pavement markings.

No additional signs shall be installed or erected by the Contractor except those required on a temporary basis to designate rest room cleaning. The Contractor shall do emergency closure of the Rest Area by use of the signs, barricades, and deployment plan provided by the Department.

The Department must approve closures. The Contractor shall remove closure signs and barricades when the emergency is over and the Rest Area is to be reopened. The Department shall be notified immediately of such emergency.

- First Aid Supplies

The Department will provide approved first aid kits. The Contractor shall keep the first aid supplies stocked at all times.

- Fire Extinguishers

The Department will furnish fire extinguishers for emergency use by Contractor personnel. The Contractor shall be responsible for notifying the Department each time an extinguisher is used or requires servicing or recharging.

- Inspection

The Department will perform monthly inspections, without advance notice as deemed appropriate by the Department, to ascertain the Contractor's compliance with contract requirements. The Contractor's designated supervisory person may accompany the Department's representative when inspections are made. Unacceptable work determined from the monthly inspection shall require correction within 24 hours, or loss of 50% payment for each day (calculated on a 30 day month) will result until correction is made.

- Complaints

All letters of complaint directed to the Contractor from the public shall be forwarded to ITD for reply. If appropriate, ITD will provide a copy of the complaint and reply to the Contractor. Complaints received from the public concerning the contractor or the rest area will be forwarded to the contractor for response. The contractor shall respond to the complaint within seven (7) days in writing along with any corrective action or measures taken to avoid future occurrences.

3. BID GUIDELINES

3.1 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.

3.2 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.

3.3 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 In the bid schedule, the bidder shall specify a unit price in figures for each pay item for which a quantity is given and show the products of the respective unit prices and quantities written in figures in the column "Amount Bid," and the total amount of the bid obtained by adding the amounts of the several items. In the event of a discrepancy between unit bid prices and extensions, the unit bid price shall govern. 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.

3.4 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 *all* Addendums are not signed and returned with the Bid Documents.
8. If the Contractors' Affidavits' (Concerning Drug & Alcohol & Concerning Illegal Aliens) are not signed in blue ink and returned with the Bid Documents.
9. If the Secretary of State Filing Number is not inserted on the Signature Page.

3.5 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 its principals or affiliates, is disbarred, suspended, or ineligible from federal contracting; see Idaho Code § 67-5730 (2) (f).
4. Bidder is not registered and licensed to do business in the State of Idaho with the office of the secretary of state; see Idaho Code § 30-1-501.

3.6 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 shall be submitted on an 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 accompany the bid bond.

3.7 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.

3.8 SURETY BOND REQUIREMENTS (Performance and Payment Bonds)

The lowest responsive bidder shall furnish:

- a Performance Bond in the amount of not less than one hundred percent (100%) of the original contract price.
- and a Payment Bond in the amount of not less than one hundred percent (100%) of the original contract price.

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 54-1926 and Section 54-1926A.

Government obligations shall be deposited with the State Treasurer with instructions to issue a safe keeping receipt to the Department.

3.8.1 Rehabilitation Agencies

Should the low responsive bidder be a nonprofit corporation or an agency operating a facility for the handicapped or disadvantaged, the nonprofit corporation or agency shall be exempt from the Competitive Solicitation bidding rules, includes but is not limited to, furnishing the required one hundred percent (100%) Performance Bond and 100% Payment Bond as described in Section 3.8.

Refer to Idaho Code, 67-2319; and the Idaho Administrative Code – IDAPA 38.05.01.042, and IDAPA 38.05.01.046.

3.9 CONTRACT RENEWAL PROVISION

If applicable, the Contractor will be notified Ninety (90) days prior to contract expiration, regarding contract renewal. Upon acceptance of renewal Contractor must present their performance and payment bonding for the next contract period - at a minimum of thirty (30) days prior to contract expiration. If Contractor fails to present evidence of bonding to Department in the time permitted, contract will be cancelled as noted under TERMINATION, and the contracted project services will be rebid.

Contractors and suppliers whom fail to renew bonding and, through their actions, cause ITD to cancel and rebid a contract are subject to disqualification from bidding on similar ITD contracts for a period of two (2) years. The determination of contractor or supplier disqualification shall be solely the Department's.

3.10 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.

3.11 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.

3.12 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.

3.13 FAILURE TO EXECUTE CONTRACT

Failure to execute the contract, file acceptable bonds and submit acceptable evidence, if required by contract, of good faith efforts to obtain participation by disadvantaged businesses within 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.

4. TERMS AND CONDITIONS

4.1 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.

4.2 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.

4.3 CONTRACT AWARD

Contract Award will be ALL OR NONE based on the "TOTAL BID AMOUNT" on the Bid Schedule.

4.4 CONTRACT TERM

The term of this contract shall be for a one (1) year period with an option to renew for two (2) additional one (1) year terms 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.

4.5 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 Amendment to the contract and approved by the Purchasing Agent.

4.6 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 thereby shall 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.

4.7 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.

If the damage or circumstances is so severe that extended closure of the rest area is necessary, the Contractor's duties and compensation may be suspended for the closure period. Compensation will be based on a pro-rated share of a 365-day year.

4.8 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, and to remedy the problem(s). Failure to respond in the prescribed time to the complaint **or** to remedy

the problem, contractor will be found non-compliant and may result in termination of the contract as provided in Section 4.10 Default and Termination of Contract.

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.

4.9 DEFAULT AND TERMINATION OF CONTRACT

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.

4.10 TERMINATION FOR CONVENIENCE OF THE STATE

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.

4.11 APPROPRIATION BY LEGISLATURE REQUIRED

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.

4.12 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.

4.13 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.

4.14 ALCOHOL AND DRUG-FREE WORKPLACE

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

4.15 ILLEGAL ALIENS

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 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.

4.16 INSURANCE REQUIREMENTS

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 form substitute 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 employee

5. ADDITIONAL TERMS AND CONDITIONS

5.1 PAYMENT REQUIREMENTS

The making and acceptance of payment for work or material replacement performed by the Contractor shall constitute a waiver of all claims by the Contractor, other than those arising from faulty work, and of all or any claims by the Contractor previously made and unsettled. Upon satisfactory completion of services specified herein, the Contractor shall be paid monthly as soon as possible after receipt of invoices and time cards.

If ITD has to perform or hire a firm or individual(s) to perform emergency, safety or health-related jobs or duties which are the responsibility of the Contractor under the terms of this contract, ITD may withhold those costs associated with the cleanup or work from the Contractor's monthly payment. Such costs will be duly itemized as to labor, materials, equipment and travel-related costs.

If ITD determines that the Contractor has not performed their daily jobs or duties as specified in this contract, ITD may withhold, as a penalty, the daily pro-rated share from that month's payment.

The Contractor will be paid in accordance with the bid schedule. Payments otherwise due may be withheld on account of the Contractor not performing their daily job duties, as specified in this contract and/or substandard and defective work not remedied.

5.2 SAFETY REQUIREMENTS

The Department shall furnish signs and barricades for emergency closure of the Rest Area.

The Contractor shall furnish pedestrian signs deemed necessary to adequately warn or protect the public from possible hazardous conditions. Special precautions must be used when power equipment is operated in the vicinity of pedestrians.

The public shall be permitted use of rest rooms during cleaning if they so request. The Contractor shall sign the section off when cleaning and use a sign such as "Closed for Cleaning."

The Contractor shall comply with all applicable laws and regulations governing safety, health and sanitation.

Approved spill containment kits and shovels shall be immediately available and on site for use in the event of a chemical spill.

5.3 MATERIAL SAFETY DATA SHEETS

The Contractor shall provide a notebook at each rest area containing current Material Safety Data Sheets (MSDS) and inventory list of all materials used at each rest area. The notebook shall be kept in the storage room or area and made available when requested or if needed in an emergency.

5.4 SAFETY TRAINING

The Contractor shall provide at no cost to their employees training, testing, information, vaccination (if requested), and appropriate protective equipment in all matters relating to the human hazards due to exposure or contact with blood borne pathogens or diseases.

The contractor shall meet all current federal (OSHA) requirements to protect their employees from this exposure.

5.5 HAZARDOUS MATERIALS

The Contractor shall immediately report, to the Arco Rest Area Contract Manager, Dan Hawkins, any suspected hazardous material spills.

The Contractor should recognize the hazard and barricade the area.

The Contractor shall not attempt cleanup and shall keep people away until qualified authorities decide on proper action. Hazardous materials shall be reported to ITD and remediate according to Department requirements.

5.6 FLAMMABLE LIQUIDS

The Contractor shall store all flammable liquids in the flammable cabinet provided.

Gas and gas-powered equipment ***shall not*** be stored in the rest area building.

Mechanical room shall be kept in a clean and orderly condition. Mechanical room shall not be used as a storage room for bulk supplies. Electrical panel(s) shall accessible at all times.

5.7 SIGNS AND BARRICADES

The Department [ITD] will furnish signs and barricades for emergency closure of the rest area.

5.8 EQUIPMENT

The Contractor shall furnish all tools, equipment, and uniforms. The Contractor will supply a telephone for emergency use during all hours of operations.

The Contractor shall take precautions during all operations to protect rest area visitors. Special precautions must be used when power equipment is operated in the vicinity of pedestrians. This includes but is not limited to wet floors, mowing, edging, trimming, painting, pesticide applications, etc. The Contractor shall furnish pedestrian signs deemed necessary to adequately warn or protect the public from possible hazardous conditions.

IDAHO TRANSPORTATION DEPARTMENT SIGNATURE PAGE

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

REQUISITION # F-247170

REQUISITION TITLE: Janitorial and Maintenance Services – Lost River Rest Area

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 Number	Public Works License Number (if required) <div style="text-align: center;">NOT REQUIRED</div>	Idaho Secretary of State ORG ID/Filing #	
Additional License Number(s) (if required):			
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, the contractor acknowledges his/her responsibility for this solicitation, and that 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, and returned with your BID document

ITD DISTRICT 6 B I D SCHEDULE #1

This Bid Schedule #1 shall be completed by **ALL INTERESTED BIDDERS** and returned with your bid documents. Failure to complete and return this bid schedule will result in your bid being found non-responsive and no further action will be taken.

Any company **not** operating as a rehabilitation facility for the handicapped or disadvantaged shall enter a unit price per month. The unit price per month shall **exclude** the cost associated with the requirement as described in Section 3.8 Surety Bond Requirements, and per IC 54-1926 & IC 54-1926A.

The Unit Price per month, shall include all other cost, described below, associated with the contractors ability to successfully carry out the contract requirements as per the specifications contained in requisition # F-247170.

Bid Schedule #1 shall be filled in completely by the Contractor, by indicating total dollars and cents under Unit Price per Month and Extended Total Price per Month. Except as indicated above ALL costs including hourly rates, shall be included here and will be fully burdened to include, but not limited to, hourly 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.

Requisition Number: F-247170

Contractor / Business Name: _____

ITEM #	DESCRIPTION	UOM / MONTH	UNIT PRICE <u>PER (1)</u> MONTH	EXTENDED TOTAL PRICE PER MONTH – ‘X’ UOM (12)
	LOST RIVER REST AREA			
1	JANITORIAL AND MAINTENANCE SERVICES	12	\$ _____	X 12 = \$ _____

AWARD TO BE “ALL OR NONE”

CONTRACT TERM IS FOR ONE (1) YEAR WITH AN OPTION TO RENEW FOR TWO (2) ADDITIONAL ONE (1) YEAR TERMS WITH MUTUAL AGREEMENT BETWEEN CONTRACTOR AND DEPARTMENT.

SIGNATURE: _____ DATE: _____

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

ITD DISTRICT 6 B I D SCHEDULE #2

The cost for services in Bid Schedule #2, **shall** be completed by **any company** that does not operate as a rehabilitation facility for the handicap or disadvantage.

Bid Schedule #2 shall be filled in completely by the Contractor (not operating as a nonprofit entity) by indicating total dollars and cents under Unit Price per Month and Extended Total Price per Month. **ALL** costs including, the cost associated with the requirement as described in *Section 3.8 Surety Bond Requirements*, and per *IC 54-1926 & IC 54-1926A*, and hourly rates, shall be included here and will be **fully burdened** to include, but not limited to, hourly 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.

Requisition Number: F-247170

Contractor / Business Name: _____

ITEM #	DESCRIPTION	UOM / MONTH	UNIT PRICE <u>PER (1)</u> MONTH	EXTENDED TOTAL PRICE PER MONTH – ‘X’ UOM (12)
	LOST RIVER REST AREA			
1	JANITORIAL AND MAINTENANCE SERVICES	12	\$ _____	X 12 = \$ _____

AWARD TO BE **“ALL OR NONE”**

CONTRACT TERM IS FOR ONE (1) YEAR WITH AN OPTION TO RENEW FOR TWO (2) ADDITIONAL ONE (1) YEAR TERMS WITH MUTUAL AGREEMENT BETWEEN CONTRACTOR AND DEPARTMENT.

SIGNATURE: _____ DATE: _____

THIS PAGE **MUST** BE SIGNED WITH AN ORIGINAL SIGNATURE (IN 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.

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 MUST BE 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 _____.

Commission expires: _____

NOTARY PUBLIC, residing at

THIS PAGE MUST BE RETURNED WITH YOUR BID DOCUMENTS

CONTRACTORS 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.

FOR QUOTES:

ALL DOCUMENTS APPLICABLE AT TIME OF QUOTE must be signed **with an original signature (not typed)**, 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(s)** 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 or Cashier's Check **(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, Requisition Number, 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.

Requisition # F-247170

Project: JANITORIAL MAINTENANCE AND SERVICE – LOST RIVER REST AREA

INTENTION TO RESPOND

To help us assist you better PLEASE FAX BACK to:

FAX # 208 332-4109

Idaho Transportation Department
Purchasing Section
3311 West State Street – 83703
PO Box 7129
Boise, Idaho 83707-1129

BID CLOSES: November 7, 2011 @ 5:00 P.M. **BID OPENS:** November 8, 2011 @ 10:30 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.

_____ Company plans to attend:

MANDATORY pre-proposal conference and site inspection will be held on October 25, 2011 at 10:30 a.m., interested parties shall meet at the Lost River Rest Area, located on U.S. Highway 20-26, M.P. 265 (near Arco, Idaho).

_____ Other Message/Comments: _____

Company Name _____

Individual/Owner's Name _____

Mailing Address _____

City _____ State _____ Zip _____

Contact Person _____

(Please Print)

Phone # _____ Fax # _____

E-mail: _____

**LOST RIVER REST AREA
-POTENTIAL BIDDERS LIST-**

ABM JANITORIAL SERV
10221 WEST EMERALD STE 120
BOISE, IDAHO 83704
208 377 8181
208 377 8183 (fax)
jlyon@abm.com

CLASS ACT JANITORIAL
Jared Young
13601 McMillan #102-223
Boise, Idaho 83713
jaredcaj@gmail.com

ENVIRONMENTAL SERVICES CO
PO BOX 981
BLACKFOOT ID 83221
208 782 0588
208 785 8009 (fax)
lanny@sports-west.com

CCI
Jason Lowry
1345 Spring Valley Drive
Nampa ID
208.899.2158
jlowry@cciidaho.com

WESTERN BUILDING MTCE
PO BOX 9408
BOISE ID 83707
208 345 2951
208 345 9716 (fax)
bvaterlaus@wbmclean.com

DEVELOPMENT WORKSHOP
555 W 25TH STREET
IDAHO FALLS ID 83402
208 524 1550
208 523 3148 (fax)
hodg@dwinc.org

ROCKY MOUNTAIN SERVICES
4500 YELLOWSTONE
POCATELLO ID 83202
208.237.9150
208.237.6025 (fax)
kris@mr-mower.com
rmsceo@yahoo.com

VANGUARD CLEANING
David Moruzzi
509.922.1499 (Spokane WA)
208.424.0201 (Boise ID)
dmoruzzi@vanguardcleaning.com