



**IDAHO TRANSPORTATION DEPARTMENT (ITD)
INVITATION TO BID (ITB)
ITD HEADQUARTERS & ITD DISTRICT 3
LOW VOLTAGE WIRING SERVICES**

November 4, 2011

REQUISITION # K-074800

PHYSICAL ADDRESS

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

MAILING ADDRESS

Po Box 7129 – Boise, Idaho 83707-1129

ALL **SEALED BIDS** must be **received by 5:00 pm on November 28, 2011**. Sealed bids will be **opened at 10:30 am on November 29, 2011**; at Business and Support Management - Purchasing Unit, located at 3311 West State Street in Boise. The Idaho Transportation Department (ITD) is seeking proposals for Low Voltage Wiring Services. The scope of work for this contract shall consist of the Contractor providing/furnishing all materials, equipment, tools, and labor for Low Voltage Wiring services at Idaho Transportation Department (ITD) Headquarters Complex and ITD District 3 Complex and various site locations in the counties of: Ada, Adams, Boise, Canyon, Elmore, Gem, Owyhee, Payette, Valley and Washington.

**PUBLIC WORKS LICENSE & ELECTRICAL CONTRACTORS LICENSE
REQUIRED**

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 evey.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 November 18, 2011. Questions received after this date and time 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 #: K-074800
Bid Close Date: November 28, 2011 @ 5:00 PM
Bid Open Date: November 29, 2011 @ 10:30 AM
Project Bidding: Low Voltage Wiring for ITD Headquarters & ITD District 3

**IDAHO TRANSPORTATION DEPARTMENT (ITD)
INVITATION TO BID (ITB)
ITD HEADQUARTERS & ITD DISTRICT 3
LOW VOLTAGE WIRING SERVICES**

TABLE OF CONTENTS

1. SCOPE OF WORK	1
1.1 PURPOSE	1
1.2 CONTRACT TERM	1
1.3 WORK PERFORMED	1
1.4 CONTRACT ADMINISTRATORS	2
1.5 MATERIALS	2
1.6 USE FEE TAX	2
1.7 LICENSE REQUIREMENTS	2
2. SPECIAL PROVISIONS	3
2.1 GENERAL	3
2.2 DIMENSIONS AND MEASUREMENTS	3
2.3 GUARANTEE	3
2.4 WARRANTIES, GUARANTEES AND INSTRUCTION SHEETS	3
2.5 PERMITS	3
2.6 CODES	3
2.7 WORK NOT NOTED, DETAILED OR SPECIFIED	4
2.8 CLEANING UP BUILDING	4
2.9 PROTECTION	4
2.10AS-BUILT DRAWINGS	4
2.11COORDINATION AND CONTROL	4
2.12JOURNEYMAN	4
ITD DEPARTMENTS USE OF BUILDING	5
3. BID GUIDELINES	6
3.1 INFORMATION GIVEN PRIOR TO AWARD	6
3.2 PERFORMANCE	6
3.3 BIDDING REQUIREMENTS AND CONDITIONS	6

3.4	IRREGULAR BIDS.....	7
3.5	DISQUALIFICATION OF BIDDERS	7
3.6	BID GUARANTY (Five Percent Bid Bond).....	7
3.7	RETURN OF BID GUARANTY (Five Percent Bid Bond)	8
3.8	SURETY BOND REQUIREMENTS (Performance and Payment Bonds)	8
3.9	CONTRACT RENEWAL PROVISION	8
3.10	CONSIDERATION OF BID	9
3.11	BIDDER CHALLENGE TO DEPARTMENT DETERMINATION	9
3.12	EXECUTION / AWARD OF THE CONTRACT	9
3.13	FAILURE TO EXECUTE CONTRACT	10
4.	TERMS AND CONDITIONS.....	11
4.1	STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION	11
4.2	CONTRACT ADMINISTRATION	11
4.3	CONTRACT AWARD.....	11
4.4	CONTRACT TERM	11
4.5	PAYMENT REQUIREMENTS	11
4.6	CHANGES.....	12
4.7	CLAIMS FOR ADJUSTMENT AND DISPUTES.....	12
4.8	FORCE MAJEURE	12
4.9	COMPLIANCE.....	13
4.10	DEFAULT AND TERMINATION OF CONTRACT	13
4.11	TERMINATION FOR CONVENIENCE OF THE STATE	13
4.12	APPROPRIATION BY LEGISLATURE REQUIRED	14
4.13	INDEMNIFICATION	14
4.14	SAVE HARMLESS.....	14
4.15	ALCOHOL AND DRUG-FREE WORKPLACE	15
4.16	ILLEGAL ALIENS	15
4.17	INSURANCE REQUIREMENTS	15

ATTACHMENTS:

- SIGNATURE PAGE
- BID SCHEDULE
- CONTRACTOR’S RESPONSIBILITY PAGE
- POTENTIAL BIDDERS LIST

1. SCOPE OF WORK

1.1 PURPOSE

The Idaho Transportation Department (ITD) is seeking proposals for Low Voltage Wiring Services. The scope of work for this contract shall consist of the Contractor providing/furnishing all materials, equipment, tools, and labor for Low Voltage Wiring services at Idaho Transportation Department (ITD) Headquarters Complex and ITD District 3 Complex and various site locations in the counties of: Ada, Adams, Boise, Canyon, Elmore, Gem, Owyhee, Payette, Valley and Washington.

At the discretion of ITD, other buildings maybe added.

The buildings covered in this service agreement have been constructed and maintained under applicable code requirements. The contractor will maintain the integrity of the buildings as it applies to these code requirements.

The Contractor shall provide a twelve (12) hour response time for emergency repair

The Contractor shall provide a forty-eight (48) hour response time for on demand maintenance.

1.2 CONTRACT TERM

The term of this contract will be for one (1) year, with the option to renew two (2) consecutive 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.

1.3 WORK PERFORMED

ITD Headquarters Complex:

All work performed, at this location, shall be requested from the Contractor Administrator Greg Larson, Facilities Supervisor or his representative.

ITD District 3 locations:

All work performed, at this location and various counties shall be requested from Contractor Administrator Karen Zolber, Supply Operations Supervisor or her representative.

All invoices for approved work performed must include the assigned requisition or ticket number for each project.

1.4 CONTRACT ADMINISTRATORS

ITD HEADQUARTERS

Greg Larson
Facilities Supervisor
Office# (208) 334-8019
Cell # (208) 830-3345

ITD DISTRICT 3

Karen Zolber
Supply Operations Supervisor
Office # (208) 334-8320

1.5 MATERIALS

All equipment or parts shall be new and of commercial grade. Materials and parts will be paid at contractor's invoice cost, plus the percentage markup quoted in the Bid Schedule. Shipping and freight costs; and sales tax shall be paid at the contractor's invoice cost without markup. The Contractor may be asked to provide itemized invoices and original receipts for any item (s), or expense at the discretion of Idaho Transportation Department.

A copy of all invoices must be submitted with billings for any item(s) or expense exceeding \$100.00.

1.6 USE FEE TAX

The exercise of control over State-owned material by a Contractor who is improving real property will incur the imposition of a use tax. Refer to: **IDAPA 35.01.02 – Rule 012 – Contractors Improving Real Property:**

In General, this rule applies to contractors who construct, alter, repair, or improve real property. Contractors are defined as consumers of materials they use, whether or not they resell the material. All sales of tangible personal property to contractors are taxable.

Bidders are advised to consult Idaho Code Section 63-3609, and IDAPA 35.01.02, Contractors Improving Real Property, or contact the Idaho State Tax Commission at (208) 334.7691 for assistance.

1.7 LICENSE REQUIREMENTS

The contractor shall be properly licensed and shall have sufficient personnel and equipment to perform the work.

- **PUBLIC WORKS CONTRACTORS LICENSE**
- **STATE ELECTRICAL CONTRACTORS LICENSE**

2. SPECIAL PROVISIONS

2.1 GENERAL

The Contractor shall supplement the plans for such working drawings as are necessary to adequately control the work. Materials incorporated into this project shall be new and free from defects and of the best commercial quality for the purpose specified.

2.2 DIMENSIONS AND MEASUREMENTS

The Contractor shall field verify all dimensions pertaining to the work and shall be responsible for the determination of all quantities of materials required for the work and for the accuracy of all dimensions of materials and items fabricated for projects. The Contractor shall not rely on scale drawings in project drawings for the determination of exact quantities or dimensions.

2.3 GUARANTEE

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

2.4 WARRANTIES, GUARANTEES AND INSTRUCTION SHEETS

Three (3) copies of the manufacturer's warranties, guarantees, instructions sheets, and parts list for all Contractors' furnished materials shall be turned over to the department upon completion of any projects.

2.5 PERMITS

The Contractor shall obtain and pay for **all** licenses and permits and shall pay fees and charges for connection to outside services to include, water, sewer and electricity and use of public or private property for storage of materials, etc. The Contractor shall comply, without additional expense to the State, with all State, County and Municipal building ordinances and regulations insofar as the same are binding upon the State. ITD will reimburse the Contractor for utility hookup fees at invoice costs.

2.6 CODES

The Contractor, including subcontractors, shall submit his bid in accordance with plans and specifications. If plans and specifications do not comply with any codes having jurisdiction in that particular place or construction, the Contractor shall submit alternate prices on any

changes necessary to comply with such codes. If such alternates are not stated in the bid, it shall be assumed that Contractor's base bid includes, to the best of his knowledge and experience, all work necessary to comply with such codes.

2.7 WORK NOT NOTED, DETAILED OR SPECIFIED

All work required for complete installation or assembly shall be included in the Contractor's bid. Where minor portions of required work are not noted, detailed, or specified, such work shall be done in accordance with proven construction practice or accepted industry standards at no additional cost to the department

2.8 CLEANING UP BUILDING

In addition to removal of rubbish and leaving the building rooms clean, the Contractor shall remove stains, spots, marks and dirt from decorated surfaces, clean hardware, remove paint spots and smears from all surfaces and clean fixtures, clean all glass; replace any broken glass as a result of the Contractor's work.

2.9 PROTECTION

The Contractor shall, at all times, protect State property from damage. The Contractor shall remove and replace with new work any work or property damaged by failure to provide protection. Replacement of damaged work will be at no additional cost to the department.

2.10 AS-BUILT DRAWINGS

When requested, the Contractor shall provide the Architect with three (3) complete sets of as-built drawings. As-built drawings shall provide detailed and accurate sizes, dimensions, and locations of all work items covered under this contract. The Contractor shall instruct the separate trades to keep accurate measurements and records of their installation, as the work proceeds. No measurements or payments will be made for As-built drawings, but the cost thereof shall be considered incidental to the items of work under this contract.

2.11 COORDINATION AND CONTROL

Most work will be required to be performed during normal business hours. Unless project work requires otherwise, normal business hours are defined as between the hours of 6:00 AM and 6:00 PM Monday through Friday.

Occasionally work maybe required after normal hours. After hours are defined as between 6:00 PM and 6:00 AM weekdays, weekends and on holidays.

2.12 JOURNEYMAN

The Contractor shall employ a competent Journeyman and necessary assistants who shall be in attendance at the Project site during the progress of work. The Journeyman shall be satisfactory to the Department, and shall not be changed except with the consent of the Department unless the Journeyman proves to be unsatisfactory to the Contractor and ceases to be in their employ. Under this circumstance, the new Journeyman shall also be satisfactory to the Department. The Journeyman shall represent the Contractor and all communications given to the Journeyman shall be as binding as if given to the Contractor. Important communications will be confirmed in writing.

All work shall be accomplished utilizing at a minimum of one Journeyman level worker. Journeyman Electrician, performing physical work of the installation of electrical wiring or equipment or supervises such work, shall carry a valid Idaho Public Works Journeyman's License, issued by the Idaho Division of Building Safety. For additional manpower the Contractor will utilize Apprentice workers before adding additional Journeyman level workers. Exceptions may be allowed, by the Owner, with a written authorization prior to beginning work. A 'Journeyman level worker' shall be defined as a worker with a minimum of four (4) years experience in their field of interest, fully aware of all modern techniques and procedures used in the industry. An 'Apprentice' shall be defined as any worker being supervised by a Journeyman level craftsperson.

ITD DEPARTMENTS USE OF BUILDING

The Department reserves the right to occupy and/or use the building or portions thereof, including portions during the construction period and prior to final acceptance. Such occupancy and/or use shall not constitute acceptance of the Work or any part thereof. The Contractor shall take special care to insure that no unnecessary disruptions or normal routines will occur at the project work site. Access to and egress from buildings, grounds, services areas, drives, and streets shall be maintained at all times. Temporary disruptions of building services, equipment, etc... shall be scheduled with the department. Normal functions shall be restored as quickly as possible.

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. Required license numbers are 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 54-1927. Government obligations shall be deposited with the State Treasurer with instructions to issue a safe keeping receipt to the Department.

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. The Department, in the best interest of the State, reserves the right to: award multiple contracts – or – reject all bids received and rebid, whichever is deemed best.

4.4 CONTRACT TERM

The term of this contract will be for one (1) year, with the option to renew two (2) consecutive 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 portion thereof, or of the Contractor's right, title, or interest therein, without written consent of the Engineer.

4.5 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.

4.6 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 Amendment to the contract and approved by the ITD Purchasing Agent.

4.7 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 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.

4.8 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.

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.

4.9 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, 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.

4.10 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.

4.11 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.

4.12 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.

4.13 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.

4.14 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.

4.15 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.

4.16 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.

4.17 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 employees.

IDAHO TRANSPORTATION DEPARTMENT SIGNATURE PAGE

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

REQUISITION #

REQUISITION TITLE: LOW VOLTAGE WIRING SERVICES – ITD HEADQUARTERS & ITD DISTRICT 3

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	Idaho Secretary of State ORG ID/Filing #	
State Electrical Contractors License Number			
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



B I D SCHEDULE

ITD HEADQUARTERS AND ITD DISTRICT 3 LOW VOLTAGE WIRING SERVICES

Requisition Number:

BIDDER BUSINESS NAME: _____

The Bidder in compliance with your invitation for bids for a Low Voltage Wiring Service Agreement for Idaho Transportation Department Headquarters and ITD District 3, having examined the specifications with related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the maintenance of the proposed project including the availability of materials and labor, hereby propose to furnish all labor, materials and supplies, and to provide the service in accordance with the Contract Documents, within the time set forth therein, and at the prices stated. These prices are to cover all expenses incurred in performing the work required under the Contract Documents, of which this proposal is a part.

The scope of this work includes all Idaho Transportation Department (ITD) Buildings located in Ada, Adams, Boise, Canyon, Elmore, Gem, Owyhee, Payette, Valley and Washington are to be included in the ITD Headquarters and District 3, Low Voltage Service Agreement.

The bidder hereby agrees to commence work under this contract upon receipt of a written "Notice to Proceed" from the Department and to expeditiously complete the work.

This contract will be in effect for an initial period of one (1) year from commencement with the option to renew, under the same terms and conditions, for two (2), consecutive one (1) year periods upon mutual agreement between Contractor and Department.

All Figures Below Shall Be Written In Blue Ink Or Typed. Bid Figures Written In Pencil Will Be Considered Irregular (Non-Responsive) And Rejected.
NOTE: Overtime rate(s) shall be equal to, or greater than the regular hourly rate.

***Regular business hours worked are defined** to be ALL hours worked between 6:00 AM and 6:00 PM, Monday through Friday. Maximum of forty (40) hours per individual

Hourly [REGULAR] Rate for Labor			
JOURNEYMAN	\$ _____	<u>X 120 HOURS*</u>	(A) \$ _____
APPRENTICE	\$ _____	<u>X 120 HOURS*</u>	(B) \$ _____

****Overtime, [after hours]** worked, are defined as between 6:00 PM and 6:00 AM weekdays, weekends and on holidays.

Hourly [OVER TIME] Rate for Labor			
JOURNEYMAN	\$ _____	X 30 HOURS**	(C) \$ _____
APPRENTICE	\$ _____	X 30 HOURS**	(D) \$ _____

Overtime hours require pre-approval by ITD Representative. *ITD will not be responsible for paying overtime rates if not pre-approved.* At the discretion of the Department, the Contractor may be requested to provide time cards for any work performed.

Material Cost:

Material and parts will be paid at contractor's invoice cost plus the following percentage markup. Shipping costs and sales tax will be paid at contractor's invoice cost *without* any markup. A copy of all invoices must be submitted with billings for any item exceeding \$ 100.00. The contractor may be requested to provide invoices for any items at the discretion of the Department.

*The annual labor hours and material costs factors are estimated and for bid evaluation only. The actual hours worked in a one year period may vary.

The Department reserves the right to supply parts or material for a project if it is determined to be in the best interest of the Department. **The Department further reserves the right to competitively bid services if so deemed to be in the best interest of the Department.**

Example: $(1 + .15\%) \times \$20,000 = \$23,000$		
BIDDERS COST +1 Plus _____ Percent	X \$20,000.00	(E) \$ _____

Mileage Rates:

Mileage rates shall be for the Contractor's **'work'** vehicles [pickup/van] used to make the general service work.

Mileage and travel time will not be paid for service calls from the Contractor's place of business or other job sites to the District 3 Main Complex, located at 8150 Chinden Blvd, Boise, Idaho.

Mileage and travel time will not be paid for service calls from the Contractor's place of business or other job sites to the Idaho Transportation Department Headquarters, located at 3311 West State Boise, Idaho.

No Mileage fees will be allowed for service work performed within a 20 mile radius of the ITD District 3 Complex, located at 8150 Chinden Blvd, Boise, Idaho; the Department agrees to reimburse the Contractor at the current State mileage rate **for Idaho**.

For outlying ITD sites 50 miles or more from the starting point of the ITD District 3 Complex, located at 8150 Chinden Blvd, Boise, Idaho; the Department agrees to reimburse the Contractor at the current State per diem rate for Idaho **only when** personnel are in travel status for more than 12 hours **and has been pre-approved by ITD**.

The Department agrees to reimburse the Contractor for subcontractor work at subcontractor invoice cost plus 10 percent (10%). Copies **of all Subcontractor invoices are required**.

The Bidder understands that the Department reserves the right to reject any or all bids and to waive any informality in the bidding. The Bidder agrees that this bid shall be good and may not be withdrawn for a period of 45 calendar days after the scheduled closing time for receiving bids.

A + B + C + D + E = (T) \$ _____
(T) = TOTAL BID AMOUNT

SIGNATURE: _____ **DATE:** _____
THIS PAGE MUST BE SIGNED WITH AN ORIGINAL SIGNATURE (IN BLUE INK) AND RETURNED WITH YOUR BID DOCUMENT

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 SOLICITATION

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 SOLICITATION

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 (Applicable) License Number(s) must be inserted
 - Page must be signed with an original signature
- 2) **Bid Schedule** must be completed and signed with an original signature
- 3) **Contractor's Affidavit Concerning Alcohol and Drug Free Workplace**
- 4) **Contractor's Affidavit Concerning Illegal Aliens**
- 5) **Subcontractor's Form (if required)**
- 6) A 5% Bidders Bond 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.

**POTENTIAL BIDDERS LIST
LOW VOLTAGE WIRING**

ADVANCED CABLE TECH

2106 E State Street
Eagle, Idaho 83616
208.939.1569

QUALITY COMMUNICATIONS

212 Murray Street
Garden City, Idaho 83714
208.375.7151

TRI STATE ELECTRICI INC

7790 Mossy Cup St
Boise, Idaho 83709
208.362.4636

DATA CABLING SERVICE

8880 W Barnes St
Boise, Idaho 83709
208.321.8000

SYSTEM TECH INC

2854 Featherly Way
Boise, Idaho 83709
208.362.6493