



**IDAHO TRANSPORTATION DEPARTMENT
INVITATION TO BID (ITB)
DISTRICT 5 POCATELLO
JANITORIAL AND HOUSEKEEPING SERVICES
NORTH AND SOUTH BOUND INKOM PORTS OF ENTRY**

January 18, 2012

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 February 24, 2012**. Sealed bids will be **opened at 10:00 am on February 27, 2012**; at Business and Support Management - Purchasing Unit, located at 3311 West State Street in Boise. The Idaho Transportation Department (ITD) is seeking proposals from caretaker management firms or experienced individuals Janitorial and Housekeeping Services, at the North and South Bounds **Inkom Ports-of-Entry** located in Bannock county, approximately nine (9) miles south of Pocatello, Idaho, as outlined in the specifications contained in requisition number **V-991280**.

A **MANDATORY** pre-proposal conference and site inspection will be held at the **southbound** side of the Inkom Port of Entry, on I-15 MP59 on **February 9, 2012 promptly at 1:00 PM** local time. The purpose of the conference is to answer questions related to this proposal and to provide a site inspection of the Port of Entry complex. Contractors **must** attend this meeting to bid on this contract. **Bids received from Contractors not in attendance of the mandatory pre-proposal conference will not be accepted and 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 evvey.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, local time on February 14, 2012. 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:

<p>Business Name: _____</p> <p>Requisition #: V-922180</p> <p>Bid Close Date: February 24, 2012 @ 5:00 PM</p> <p>Bid Open Date: February 27, 2012 @ 10:00 AM</p> <p>Project Bidding: Janitorial and Housekeeping Services Inkom Ports of Entry</p>

**IDAHO TRANSPORTATION DEPARTMENT
INVITATION TO BID (ITB)
DISTRICT 5 POCATELLO
JANITORIAL AND HOUSEKEEPING SERVICES
NORTHBOUND AND SOUTHBOUND INKOM PORTS OF ENTRY**

TABLE OF CONTENTS

1. SCOPE OF WORK	4
1.1 PURPOSE	4
1.2 MANDATORY PRE-PROPOSAL CONFERENCE & SITE INSPECTION	4
1.3 CONTRACT TERM	4
1.4 CONTRACT ADMINISTRATOR.....	4
1.5 WORK LOCATIONS AND SCHEDULES	4
1.6 INVENTORY OF INKOM PORT OF ENTRY FEATURES	5
2. SPECIAL PROVISIONS	6
2.1 GENERAL REQUIREMENTS	6
2.2 SPECIAL REQUIREMENTS	6
2.3 ADA COMPLIANCE (Americans with Disability Act)	7
2.4 WORK DETAIL – CONTRACTOR’S RESPONSIBILITY.....	7
2.5 EMERGENCY CROSSOVERS	9
3. BID GUIDELINES	10
3.1 INFORMATION GIVEN PRIOR TO AWARD.....	10
3.2 PERFORMANCE	10
3.3 BIDDING REQUIREMENTS AND CONDITIONS	10
3.4 IRREGULAR BIDS.....	10
3.5 DISQUALIFICATION OF BIDDERS	11
3.6 BID GUARANTY (Five Percent Bid Bond) Updated 2012.....	11
3.7 RETURN OF BID GUARANTY (Five Percent Bid Bond)	11
3.8 SURETY BOND REQUIREMENTS (Performance and Payment Bonds) Updated 2012.....	12
3.9 CONTRACT RENEWAL PROVISION	12
3.10 CONSIDERATION OF BID	12
3.11 BIDDER CHALLENGE TO DEPARTMENT DETERMINATION	12
3.12 EXECUTION / AWARD OF THE CONTRACT	12

3.13 FAILURE TO EXECUTE CONTRACT	13
4. TERMS AND CONDITIONS.....	14
4.1 STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION	14
4.2 CONTRACT ADMINISTRATION	14
4.3 CONTRACT AWARD	14
4.4 CONTRACT TERM	14
4.5 PAYMENT REQUIREMENTS	14
4.6 CHANGES.....	14
4.7 CLAIMS FOR ADJUSTMENT AND DISPUTES.....	14
4.8 FORCE MAJEURE	15
4.9 COMPLIANCE.....	15
4.10 DEFAULT AND TERMINATION OF CONTRACT	16
4.11 TERMINATION FOR CONVENIENCE OF THE STATE	16
4.12 APPROPRIATION BY LEGISLATURE REQUIRED	16
4.13 INDEMNIFICATION	16
4.14 SAVE HARMLESS.....	16
4.15 ALCOHOL AND DRUG-FREE WORKPLACE	17
4.16 ILLEGAL ALIENS	17
4.17 INSURANCE REQUIREMENTS	17

ATTACHMENTS:

- SIGNATURE PAGE
- BID SCHEDULE
- CONTRACTOR’S AFFIDAVIT – ALCOHOL AND DRUG FREE WORKPLACE
- CONTRACTOR’S AFFIDAVIT – ILLEGAL ALIENS
- ADA COMPLIANCE
- REQUEST FOR BACKGROUND INVESTIGATIVE SERVICES
- CONTRACTOR’S RESPONSIBILITY PAGE
- POTENTIAL BIDDERS LIST

1. SCOPE OF WORK

1.1 PURPOSE

The Idaho Transportation Department (ITD) is seeking bids from janitorial and/or caretaker management firms or individuals for Janitorial and Housekeeping services, at the northbound and southbound **Inkom Ports of Entry (IPOE)**; located in Bannock county, approximately nine (9) miles south of Pocatello, Idaho.

The work shall include the Contractor furnishing all labor, equipment, supplies, tools and consumable materials required to effectively clean the IPOE buildings including adjoining outside restrooms, grounds, and to perform minor maintenance and repairs.

The Contractor shall be responsible for the removal of snow and ice from the walkways surrounding the POE buildings.

ITD shall be responsible for sweeping and snow removal from the parking lots and main line roadway entrances and exits to the Port of Entry.

1.2 MANDATORY PRE-PROPOSAL CONFERENCE & SITE INSPECTION

A MANDATORY pre-proposal conference and site inspection will be held at the southbound side of the IPOE Entry, on **February 9, 2012** promptly at 1:00 PM. The purpose of the conference is to answer questions related to this proposal and to provide a site inspection of the complex. Contractors **must** attend this meeting to bid on this contract. Bids received from Contractors not in attendance will not be accepted.

1.3 CONTRACT TERM

The term of this contract will be for one (1) years, with the option to renew three (3) additional one (1) year periods.

Contract term shall begin at the first day of the month following contract award.

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 Purchasing Agent.

1.4 CONTRACT ADMINISTRATOR

David Hankla, POE Supervisor
Idaho Transportation Department, District 5
Inkom, Idaho
Office# (208) 239-3378
Cell # (208)

1.5 WORK LOCATIONS AND SCHEDULES

SP-1: ***Inkom POE Northbound – I-15 MP59***

The Contractor shall provide one (1) employee to provide janitorial, housekeeping and maintenance three (3) days per week. Cleaning may commence as early as 6:00 AM, and shall be completed prior to 10:00 AM.

SP-2: Inkom POE Southbound – I-15 MP59

The Contractor shall provide one (1) employee to provide janitorial, housekeeping and maintenance three (3) days per week. Cleaning may commence as early as 6:00 AM, and shall be completed prior to 10:00 AM.

ITD Port of Entry supervisor shall have final authority on questions concerning areas of responsibility and duties.

1.6 INVENTORY OF INKOM PORT OF ENTRY FEATURES

INKOM POE NORTHBOUND

- 1 Port of Entry Building
- 1 adjoining restroom with a storage and mechanical room
- 1 restroom within POE building
- 1 parking area
- 1 30-gallon trash can

INKOM POE NORTHBOUND

- 1 Port of Entry Building
- 1 adjoining restroom with a storage and mechanical room
- 2 restroom within POE building
- 1 parking area
- 1 30-gallon trash can

2. SPECIAL PROVISIONS

2.1 GENERAL REQUIREMENTS

Prior to commencement of work, the Inkom POE (IPOE) Contract Administrator, David Hankla, will arrange a conference with the Contractor at site and time agreed upon, to discuss the contract terms and work performance requirements. During this meeting, the Contractor must present an outline with their proposed procedures for accomplishing the work required of the contract. In addition, both the Contractor and the Contract Administrator, will identify the individuals involved in the contract and their respective duties.

An inspection of the northbound and southbound IPOE will be conducted jointly to document any substandard conditions that may exist. The POE is responsible for correction of any substandard items listed.

The Contractor awarded the contract: *shall* insure and certify to the Department that **ALL** employees' listed will undergo a fingerprinting and background check. The background checks shall cover Idaho plus six surrounding states, known as Western Identification Check (WIN); Oregon, Washington, Montana, Wyoming, Nevada and Utah.

The Contractor shall use an *official Idaho Agency, named as Idaho State Police (ISP)* to perform fingerprinting and background checks on **ALL** employees and substitute employees that will be working at the north and south bound Inkom POE. The Contractor shall provide within **fifteen (15) working days after award to complete the background check on ALL employees named that will be working on site.** The cost of said background and fingerprinting checks shall be borne by the Contractor.

All background checks for employees must be completed. It shall be the Contractor's responsibility to have ensure all background checks are completed, prior to employee working on the ITD POE premises and the commence date of the contract term. Should the Contractor be negligent in secure the required information, could result in the loss of contract award.

The Contractor's employees shall immediately report (and remove) all incidents of vandalism; graffiti and other markings, that may occur to the adjoining restrooms of the north and south bound Inkom POE.

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

All lost and found items shall be turned in to the POE offices for storage and disbursement.

2.2 SPECIAL REQUIREMENTS

The Contractor shall provide uniforms or designated clothing to be worn by their employees during working hours. The designated clothing shall identify the company and employees by name and

shall be visible at all times. Employees shall be neat and clean at all times. Additional protective clothing and headgear during inclement weather shall bear appropriate insignia.

The Contractor is required to make available to the ITD POE Contract Administer; their work, home, and cell phone number(s), for 24 hour emergency contact.

Employees are prohibited from having firearms in their possession while on duty.

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

The Contractor shall accompany the appointed POE representative in making random on-site inspections.

All cleaning tools shall be kept in good repair with mops laundered or replaced monthly. Cleaning utensils (brushes, rags, etc.) used to clean toilets and urinals **shall not** be used to clean other fixtures or bathroom items.

2.3 ADA COMPLIANCE (Americans with Disability Act)

The Contractor or their employees cannot denied entrance to the adjoining restrooms to any person or persons with a service animal under the following provision.

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 included 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 WORK DETAIL – CONTRACTOR’S RESPONSIBILITY

The Contractor shall supply ALL Janitorial equipment and supplies to perform the specified work, **including** restroom supplies: toilet paper, paper towels, hand soap, florescent tubes, light bulbs; furnace filters, cleaning chemicals, necessary equipment (brooms, mops, snow shovel etc.), to perform all functions; and ice melt. Contractor shall be responsible for garbage bags and odor control devices. Minor maintenance and repairs (not to exceed \$75.00) are the responsibility of the Contractor.

2.4.1 General Responsibilities:

- Northbound and Southbound Inkom Ports-of-Entry, shall be cleaned three (3) times per week on Monday, Wednesday, and Friday. Cleaning shall include the adjoining restrooms at each location.
- Cleaning may begin as early as 6:00 AM, and shall be completed no later than 10:00 AM. Cleaning shall be at a minimum of two (2) hours per day.
- **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."
- All trash must be removed from the premises at each cleaning
- Contractor can store non-flammable supplies and equipment in the *bully barns located at each POE location.
- Landscape and lawn care is not a requirement of this contract
- The Contractor and their employees shall be responsible for the removal of Snow all the paved walkways surround the north and south bound POE and leading to and around the adjoining restrooms.

2.4.2 Regular Cleaning:

The following shall be completed at each cleaning

- Sweep and mop all tile/linoleum floors and stairways
- Vacuum carpets
- Clean work area counter tops
- *Empty ALL waste baskets (including 30-gallon trash containers)
- Clean and disinfect ALL drinking fountains
- Clean cigarette butt receptacles
- Disinfect Restrooms thoroughly: toilets, sinks, counters, mirrors, shower and floors
- Replace (as needed) toilet paper, **soap dispensers, ***paper towel dispensers

*The dumpsters located at the north and south bound POE will be paid for by the Department.

**Soap dispensers shall be filled with a foam soap

***Adjoining restrooms are equipped with hand blowers, contractor's employees shall notify the contract administer if equipment malfunctions.

2.4.3 Weekly Cleaning:

The following shall be completed on the same day per week

- Dust: ledges, sills, shelves, file cabinets, desks, and office machines, security monitor and monitor platforms – this includes removing all visible cobwebs.
- Clean stairways: handrails, and wood work at top of stairs in the northbound tower.
- Windows: Clean interior windows inside building
- Walls: clean walls removing visible marks, finger prints, dust
- Telephones: clean receiver with disinfectant

2.4.4 Monthly Cleaning:

Contractor shall discuss with the Contractor Administer the frequency/needs of the following

- Replacement of heating filters
- Cleaning of exterior windows (weather permitting)
- Cleaning of air intake and heat vents

2.4.5 Bi-Annual Cleaning:

The Contractor shall discuss with the Contractor Administer an appropriate time to complete the following

- Shampoo carpets: Carpets shall be cleaned using an extraction cleaning process
- Tile/linoleum floors: floors and stairways shall be stripped and wax

2.4.6 Annual Cleaning:

The Contractor shall discuss with the Contractor Administer an appropriate time to complete the following

- Steam clean ALL window blinds
- Repaint or stain the *bully barns

2.5 EMERGENCY CROSSOVERS

The Contractor and the Contractor's employees shall not gain access to the northbound and southbound Inkom Ports of Entry by using the emergency crossovers. STRICTLY PROHIBITED. To gain access to the POE's the on/off ramp exits must be used.

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.

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).

3.6 BID GUARANTY (Five Percent Bid Bond)

Updated 2012

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.

Guarantees submitted via any other obligation **WILL NOT** be considered and the bid will be rejected.

Five percent (5%) bid bonds shall be submitted on an acceptable form signed by the bidder and their surety company. The most current version of the American Institute of Architects (AIA) Document A310 or a document approved in corporation with AIA is acceptable.

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)

Updated 2012

Performance and Payment Bonds shall be submitted on the most current version of The American Institute of Architects (AIA) Document 312, 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.

Guarantees submitted via any other obligation **WILL NOT** be accepted.

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.

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 three (3) 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 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 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 # V-922180

REQUISITION TITLE: Janitorial and Housekeeping Services – Inkom North & South Bound Ports of Entry

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) NOT REQUIRED	Additional License Numbers (if required) NOT 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

BID SCHEDULE
ITD INKOM POE
JANITORIAL AND HOUSEKEEPING SERVICES

Each Bid item shall be filled in completely by the Contractor in the bid schedule, by indicating total dollars and cents under Unit Price and Total Cost. All costs, including hourly rates, will be included here and will be fully burdened to include, but not limited to, wages, transportation, lodging, overhead, and per-diem. All figures shall be written in ink or typed. Penciled entries will not be accepted; bids will be considered irregular and rejected.

Requisition Number: V-922180

Proposer's Business Name: _____

ITEM (SP) #	DESCRIPTION	UOM	PRICE PER MO	EXTENDED PRICE (X12)
SP1	NORTHBOUND INKOM POE (4,142 SQ FT)	12	\$ _____	\$ _____
SP2	SOUTHBOUND INKOM POE (1,014 SQ FT)	12	\$ _____	\$ _____
			TOTAL AMOUNT BID: \$ _____	

AWARD SHALL BE "ALL OR NONE"

TERM OF CONTRACT IS FOR ONE (1) YEAR WITH THE OPTION TO RENEW FOR THREE (3) CONSECUTIVE ONE (1) YEAR TERMS

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 NOTARIZED, SIGNED, AND 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 NOTARIZED, SIGNED, AND RETURNED WITH YOUR SOLICITATION

CONTRACTOR NAME: _____

REQUISITION # V-922180

Request for Background Investigative Services

Project:

ITD INKOM POE

Janitorial And Housekeeping Services

As a condition of assignment with Idaho Transportation Department (ITD), all contract employees provided by Contractor must successfully complete the following background investigations under the requirements described below:

I. Services

Seven year County Criminal Conviction Search and Social Security Trace—includes present and former counties of residence

II. Criminal Investigation Hiring Criteria

The following criteria will be used to evaluate all background investigations:

Felony and Misdemeanor Convictions; any or all convictions related to the following crimes within the past seven (7) years will bar a contract employee from assignment to ITD.

1. Crimes involving physical violence, including, but not limited to, abuse of children or the elderly, abduction, including kidnapping, manslaughter, murder, robbery, sexual crimes, assault and/or battery.
2. Crimes against property, including, but not limited to, arson, theft, larceny, burglary, and trespass.
3. Crimes showing dishonesty, including, but not limited to, fraud, deception, or financial exploitation of any person or business.
4. Crimes involving drugs, including, but not limited to, unlawful possession or distribution, or intent to distribute unlawfully Schedule I through V drugs.
5. Crimes involving firearms or weapons, including, but not limited to, the unlawful concealment, possession and/or use.

All of the above items are post-offer, pre-employment requirements for Contractor assignments with ITD.

Acknowledged and agreed to by:

Idaho Transportation Department

Date

Contractor

Date

Idaho Transportation Department Guide to Compliance with the ADA – Service Animals

The Americans with Disabilities Act requires that service animals be allowed entry to public buildings in all areas where the public is normally allowed to go. The following guide has been developed in order to assist those responsible for monitoring the public's access to ITD buildings and facilities.

- A service animal is any guide dog, signal dog, or other animal individually trained to do work or perform tasks for an individual with a disability. The ADA does not limit the kind of animal that can work as a service animal. The majority of service animals is dogs, but can be any breed. Some examples are Seeing Eye dogs, hearing dogs, mobility dogs, and seizure alert cats. A service animal is not a pet.
- Service animals are not required to have a special identification card or wear a special harness, collar, or vest. Not all service animals that are trained for this work receive a certification or I.D. card.
- You may ask if an animal is a service animal, or ask what jobs the animal has been trained to perform, but cannot ask about the person's disability. A service animal can be refused entry if the owner refuses to answer questions about its training.
- People with disabilities who use service animals cannot be charged extra fees, or be treated less favorably than other persons.
- A person with a disability cannot be asked to remove his service animal from the premises unless: (1) the animal is out of control and the animal's owner does not take effective action to control it (for example, a dog that barks repeatedly during a public meeting) or (2) the animal poses a direct threat to the health or safety of others.

In these cases, ITD should give the person with the disability the option to return without having the animal on the premises.

- ITD is not required to provide care or food for a service animal or provide a special location for it to relieve itself. Although not required, ITD does provide water and special relief areas in some of its rest area facilities.
- Allergies and fear of animals are generally not valid reasons for denying access or refusing service to people with service animals.

Employee Signature: _____

Employee Printed Name: _____

Date: _____

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** 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) **Bid Bonds** shall be submitted on the most current version of The American Institute of Architects (AIA) Document A310 – accompanied with the Power of Attorney appropriately signed by the Attorney-in-Fact executing the bid bond.
- 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
JANITORIAL SERVICES
INKOM PORT OF ENTRY**

DEVELOPMENT WORKSHOP

555 W. 25th St.
Idaho Falls, ID. 83402
208.524.1550
Fax – 208.523.3148

ENVIRONMENTAL SERVICES CO.

P.O. Box 981
Blackfoot, ID. 83221
208.782.0588
Fax – 208.785.8009

VARSITY CONTRACTORS INC.

P.O. Box 1692
Pocatello, ID. 83204
208.232.8598
Fax – 208.232.6068

ABM JANITORIAL

10221 W. Emerald #120
Boise. ID. 83704
208.377.8181
Fax – 208.377.8183

ROCKY MOUNTAIN SERVICES

4500 Yellowstone
Pocatello, ID. 83202
208.237.9150
Fax – 208.237.6025

ALL BUILDING CRAFT

Gary Tiger
1303 E 1165 N
Shelley 83274
208 251 5701

VANGUARD CLEANING

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

VANGUARD CLEANING SYSTEMS

Bryce Withers
11452 S Allante Avenue
Boise, ID 83709
208.424.0201

FREEMAN CARPET CLEANING

Suzanne Freeman
PO Box 2743
Pocatello, Idaho 83206
208.232.3448
suzi@freemancarpetcleaning.com

COMMUNITY CONNECTIONS, INC

Jason Lowry
1345 Spring Valley Drive
Nampa ID
208.377.9814
jlowry333@yahoo.com

CLEARVIEW CLEANING SERVICES INC

Sylvia Hampel
1365 North Orchard Street STE 214
Boise, Idaho 83706
208.384.9264
ccsmanagement@clearviewcleaning.biz