



August 26, 2009

ADDENDUM # 2

HEADQUARTERS – HVAC ROOF TOP UNIT (RTU) REPLACEMENT

Requisition #: K-071850

Contractor/Business Name: _____

*The following changes, deletions and/or additions have been made to the above mentioned project. All other information will remain the same. **This page must be signed and returned with your bid documents.***

Additional Work:

2. SUMMARY OF SCOPE OF WORK

- J. Per National Electrical Code (NEC) Requirements, Article 210-8-B-3 & 4, Electrical Service outlets must be located within 25 feet of units.
Contractor will install two electrical service outlets. One each at Unit RTHP1 and RTAC3.

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

Signature: _____ Date: _____

I acknowledge receipt of this Addendum and its contents.



IDAHO TRANSPORTATION DEPARTMENT

P.O. Box 7129
Boise ID 83707-1129

(208) 334-8000
itd.idaho.gov

August 20, 2009

ADDENDUM # 1

HEADQUARTERS – HVAC ROOF TOP UNIT (RTU) REPLACEMENT

Requisition #: K-071850

Contractor/Business Name: _____

*The following changes, deletions and/or additions have been made to the above mentioned project. All other information will remain the same. **This page must be signed and returned with your bid documents.***

Additional Work:

2. SUMMARY OF SCOPE OF WORK

- I. Replace all ductwork associated with RTUAC1.

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

Signature: _____ Date: _____

I acknowledge receipt of this Addendum and its contents.



IDAHO TRANSPORTATION DEPARTMENT (ITD)
INVITATION TO BID (ITB)
REQUISITION# K-071850
HEADQUARTERS – HVAC ROOF TOP UNIT (RTU) REPLACEMENT

August 17, 2009

ALL sealed bids must be received by 5:00 PM MDT on September 3, 2009. Sealed bids will be opened at 10:30 AM MDT on September 4, 2009 at Business and Support Management, Purchasing Unit, at 3311 West State Street in Boise. **The scope of work consists of replacing five (5) RTU's on the Supply Building, 3311 W. State St., Boise, ID, in accordance with the specifications contained herein.**

Public Works License IS Required
MANDATORY PRE-BID WALK-THROUGH – AUGUST 20, 2009 AT 8:00 AM MDT
3311 W. State St., Supply Facility, Boise, Idaho

Contact Jason Williamson, Purchasing, for clarification of bid requirements at (208) 334-8081.

All Questions relating to bid specifications must be faxed to: (208) 334-8824 or emailed to: jason.williamson@itd.idaho.gov

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

RETURN BID IN A SEALED ENVELOPE CLEARLY MARKED AS SHOWN:

<p>Vendor Name: _____</p> <p>Requisition #: K-071850</p> <p>Bid Close Date: September 3, 2009 5:00 PM MDT</p> <p>Bid Open Date: September 4, 2009 10:30 AM MDT</p> <p>Item Bidding: HEADQUARTERS – HVAC ROOF TOP UNIT (RTU) REPLACEMENT</p>
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Mailing Address

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

**INVITATION TO BID (ITB)
REQUISITION# K-071850
HEADQUARTERS – HVAC ROOF TOP UNIT (RTU) REPLACEMENT**

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REQUISITION# K-071850
HEADQUARTERS – HVAC ROOF TOP UNIT (RTU) REPLACEMENT**

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I. SCOPE OF WORK

1. PURPOSE

The purpose of this ITB is to solicit sealed bids to establish a contract between ITD and a Contractor, for the replacement of five (5) Roof Top HVAC Units on the Supply Building at 3311 W. State St., Boise, ID.

2. SUMMARY OF SCOPE OF WORK

The scope of work includes all parts and labor to accomplish the following:

- A. Removal and disposal of five (5) old units
 - 1) 91003RTAC1 Lennox Model CHA8-1353, S/N 5473D02079, 10-Ton Unit, 3PH, 240V, 200A
 - 2) 91003RTAC3 Lennox Model CHA8-463, S/N 5473E04802, 3.5-Ton Unit, 3PH, 240V, 100A
 - 3) 91003RTHP1 Rheem 3.5-Ton Unit, 3PH, 240V, 60A
 - 4) 91003RTHP2 Carrier Model 50YQ042410, S/N U432544, 3.5-Ton Unit, 3PH, 240V, 60A
 - 5) 91003RTHP3 Carrier Model 50YQ042410, S/N U432540, 3.5-Ton Unit, 3PH, 240V, 60A
- B. Replace with five (5) new Lennox, York, Carrier, or Trane Units ONLY
 - 1) Self-contained commercial application with air-cooled condensers
 - 2) Units will have the R410 Refrigerant
 - 3) Units will have Economizers
 - 4) All new programmable 7-day thermostats
 - 5) New disconnects/electrical
- C. Any necessary curbing, duct work fabrication, roof patch, and/or flashing where applicable.
- D. Additional ducting needed on RTUHP1. This unit serves the South East upstairs area.
 - 1) Enlarge return air ducting to 16"x32", complete with return air grill.
 - 2) Return air grill will have filter access only if there is not a filter access in the new RTU.
 - 3) Install two (2) additional air supply registers complete with diffusers and manual dampers (one in office directly below unit and the other in office directly south, per walk-through).
- E. Contractor will be responsible for any roof damage
(Summit Roofs, Inc., Jim Laufenberg – (208) 870.4534).
- F. Clean roof/area, as applicable.
- G. Any and all warranties, as applicable
- H. Do not substitute with any heat pumps.

3. METHOD OF MEASUREMENT

Measurement will be on the lump sum basis for the removal, disposal, and replacement of five (5) HVAC Units in accordance with the specifications.

4. PRE-BID CONFERENCE

A mandatory walk through is scheduled for August, 20 2009 @ 8:00 AM @ 3311 W. State Street, Boise ID 83703. Contractors are to meet at ITD/HQ Supply Facility. Bids will not be accepted from Contractors not in attendance.

5. PERMITS

The Contractor shall obtain and pay for all licenses and permits. The Contractor shall comply, without additional expense to ITD, with all State, County and Municipal building ordinances and regulations insofar as the same are binding upon the State.

II. BID GUIDELINES

1. INFORMATION GIVEN PRIOR TO AWARD

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

2. PERFORMANCE

Submission of a bid by any Contractor shall be accepted as prima facie evidence that they have satisfied themselves as to the nature and location of the work and all other matters, which can in any way affect the work or cost thereof under the contract. Any failure of the Contractor to acquaint 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.

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. BIDDING REQUIREMENTS AND CONDITIONS

Sealed Bids will be received at the time and place stated on the Signature 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.

4. IRREGULAR BIDS

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

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

5. DISQUALIFICATION OF BIDDERS

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

1. More than one bid, for the same work from an individual, partnership or corporation under the same name or a different name.
2. Evidence of collusion among bidders. Participants in such collusion will receive no recognition as bidders for any future work of the State until any such participant shall have been reinstated as a qualified bidder.

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.

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

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

8. SURETY BOND REQUIREMENTS (Performance and Payment Bonds)

No bid will be considered unless accompanied by a 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. The lowest responsive bidder shall furnish a performance bond and a payment bond each in the amount of the contract. The lowest responsive bidder may deposit government obligations in lieu of performance and payment bonds under the following conditions:

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.

9. CONSIDERATION OF BID

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

10. BIDDER CHALLENGE TO DEPARTMENT DETERMINATION

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

11. EXECUTION / AWARD OF THE CONTRACT

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

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

12. FAILURE TO EXECUTE CONTRACT

Failure to execute the contract within 15 calendar days, after the contract has been received by the bidder, shall be just cause for the cancellation of the award of contract. Award may then be made to the next lowest responsible bidder or the work may be re-advertised or otherwise, as the Department may decide.

13. AUTHORITY TO PROCEED

Authority to proceed will be given after the required submittals specified in the Architectural Special Provisions are received, approved by the Architect and returned to the Contractor and construction and material delivery schedules are established.

III. TERMS AND CONDITIONS

1. STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION

The Standard Specifications for Highway Construction (ITD 2004), the January 2009 Supplemental Specifications, the January 2008 Quality Assurance Manual, the QA Special Provisions are incorporated by reference where applicable to this contract. The Idaho Transportation Department's Standard Specifications for Highway Construction manual is available to the Contractor for \$30.00 plus tax. Contact the Idaho Transportation Department at 334-8430 to purchase, or visit: <http://itd.idaho.gov/>, click on Publications, Highways, Specifications Manual to download a PDF version with the most current Supplements.

2. CONTRACT ADMINISTRATION

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

3. CONTRACT AWARD

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

4. CONTRACT TERM

The contract term is non-renewable. Work shall be completed within 45 calendar days after Notice to Proceed has been given. 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.

5. LIQUIDATED DAMAGES

The amount of Liquidated Damages for failure to complete the work within 45 calendar days will be \$100.00 per day.

6. 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.

7. CHANGES

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

8. CLAIMS FOR ADJUSTMENT AND DISPUTES

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

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

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

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

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

9. 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.

10. COMPLIANCE

If a formal and written complaint is registered with the Contractor in respect to unsatisfactory work performance, the Contractor will have 72 hours in which to respond in person to the complaint, to remedy the problem(s). Failure to respond in the prescribed time to the complaint or to remedy the problem may result in termination of the contract as provided in Section 10 Termination.

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

11. TERMINATION

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

12. INDEMNIFICATION

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

13. ILLEGAL ALIENS

The contractor warrants that any contract resulting from this solicitation is subject to Executive Order 2009-10 (http://gov.idaho.gov/mediacenter/execorders/eo09/eo_2009_10.html); it does not knowingly hire or engage any illegal aliens or persons not authorized to work in the United States; it takes steps to verify that it does not hire or engage any illegal aliens or persons not authorized to work in the United State; and that any misrepresentation in this regard or any employment of person not authorized to work in the United States constitutes a material breach and shall be cause for termination of its contract.

14. 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.

The following is a brief explanation of the required insurance coverage's.

1. 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.

2. 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.
3. Liability Insurance: For the duration of the Contract and until all work specified in the Contract is completed, the CONTRACTOR shall have and maintain, at CONTRACTOR'S expense, the liability insurance set forth below and shall comply with all limits, terms and conditions of such insurance. Work under this Contract shall not commence until evidence of all required insurance is provided to the Department. Evidence of insurance shall consist of a completed certificate of insurance signed by the insurance agent for the CONTRACTOR and made a part of this Contract.
4. Commercial General Liability Insurance: The CONTRACTOR shall have and maintain Commercial General Liability (CGL) Insurance covering bodily injury and property damage. This insurance shall include personal injury liability coverage; blanket contractual liability coverage for the indemnity provided under this Contract and products/completed operations liability. The combined single limit per occurrence shall not be less than \$1,000,000 or the equivalent. Each annual aggregate limit shall not be less than \$1,000,000, when applicable, and will be endorsed to apply separately to each job site or location.
5. Automobile Liability Insurance: The Contractor shall obtain, at the Contractor's expense, and keep in effect during the entire term of the contract, Automobile Liability Insurance covering owned, non-owned and hired vehicles. This coverage may be written in combination with Commercial General Liability Insurance. Combined single limit per occurrence shall not be less than \$1,000,000.

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 sixty (60) 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.

BID SCHEDULE

BIDDER: _____

The bid item shall be filled in completely by the bidder in the bid schedule, by indicating total dollars and cents under the Total Amount Bid. All costs, including hourly rates will be included here and will be fully burdened to include; but not limited to, wages, transportation, lodging, overhead, and per-diem.

All of the items shown or noted on the plans or in these specifications, which are not specifically a bid item, are considered incidental items. The cost of furnishing and installing all incidental items will not be paid for separately, but shall be included in the contract unit prices as bid, unless otherwise noted.

All figures should be written in ink or typed. Penciled entries will not be accepted; bids will be considered irregular and rejected.

ITEM NO.	UNIT	DESCRIPTION	TOTAL AMOUNT BID
1	LUMP SUM	Replace five (5) Roof Top HVAC Units	

AWARD TO BE ALL "OR NONE"

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

Signature _____ **Date** _____

CONTRACTOR'S AFFIDAVIT

CONCERNING ALCOHOL AND DRUG-FREE WORKPLACE

STATE OF _____

COUNTY OF _____

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

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

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

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

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

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

Name of Contractor

Address

City and State

By: _____
(Signature)

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

Commission expires: _____

NOTARY PUBLIC, residing at

CONTRACTOR'S AFFIDAVIT

CONCERNING ILLEGAL ALIENS

http://gov.idaho.gov/mediacenter/execorders/eo09/eo_2009_10.html

STATE OF _____

COUNTY OF _____

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

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

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

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

Name of Contractor

Address

By: _____
(Signature)

City and State

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

Commission expires: _____

NOTARY PUBLIC, residing at

**LICENSE REQUIREMENTS FOR
PLUMBING, ELECTRICAL, AND HVAC WORK**

The contractor must complete this form giving the name, address, and Public Works Contractors License Number for any and all companies who shall, in the event the Contractor secures the contract, complete the plumbing, electrical, or HVAC work under the contract in accordance with Idaho Code Section 67-2310. Failure to complete this form as required may render any such bid submitted by a contractor unresponsive and void.

Companies must possess an appropriate Idaho Public Works Contractors License issued by the State of Idaho Public Works Contractors State License Board covering the contract work classification in which they are named, except as stated in Subsection.107.03-Licensing of Contractors.

The following are the names, addresses, Public Works Contractors license numbers, and contract amounts of the Contractor or Subcontractor(s) who shall do the plumbing, electrical, or HVAC work under the contract.

Note: Idaho Code Section 67-2310 also states "No general contractor shall name any subcontractor in his bid unless the general contractor has received communication from the subcontractor."

A. **Plumbing work by:** _____ residing at:
_____, whose Idaho Public Works Contractors License No. is: _____,

whose State Plumbing Bureau License No. is: _____. Amount: \$ _____

B. **Electrical work by:** _____ residing at:
_____, whose Idaho Public Works Contractors License No. is: _____,

whose State Electrical Bureau License No. is: _____. Amount: \$ _____

C. **HVAC work by:** _____ residing at:
_____, whose Idaho Public Works Contractors License No. is:

_____. Amount: \$ _____

**THIS PAGE MUST BE SIGNED IN BLUE INK & RETURNED WITH YOUR BID. THIS DOCUMENT WILL BE
INCORPORATED INTO ANY RESULTING CONTRACT(S)**

SIGNATURE: _____ **DATE:** _____

CONTRACTOR'S RESPONSIBILITY PAGE

FOR SEALED BIDS:

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

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

- 1) **Bid Schedule** must be completed and signed with an original signature
- 2) **Signature Page**
 - Contractor's License Number(s) must be inserted
 - Page must be signed with an original signature
- 3) **Contractor's Affidavit Concerning Alcohol and Drug Free Workplace**
- 4) **Contractor's Affidavit Concerning Illegal Aliens**
- 5) A 5% Bidders Bond or Cashier's Check
- 6) **All Addenda** Must be Signed and returned with your Bid Documents. It is the Bidder's responsibility to verify if an addendum was issued.
- 7) **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.
- 8) **NO BID ADJUSTMENTS WILL BE ACCEPTED:** Any changes made to a bid must be submitted as a separate bid and all rules remain in effect. ALL REQUIRED paperwork must be re-submitted.

POTENTIAL BIDDERS LIST

<p>TML SERVICE EXPERTS 120 E. 40TH STREET BOISE, ID 83714 PH: (208) 342-6863 FAX: (208) 345-6935</p>	<p>JOHNSON CONTROLS 850 E. FRANKLIN ROAD, SUITE 140 MERIDIAN, ID 83642 PH: (208) 846-9011 FAX: (208) 846-9193</p>
<p>YMC, INC. 2975 LANARK ST. MERIDIAN, ID 83642 PH: (208) 888-1727 FAX: (208) 895-9699</p>	