



## COUNTY OF CANYON

Canyon County Laundry Equipment & Installation Project

### INVITATION FOR BIDS

Issued By:

#### BOARD OF COUNTY COMMISSIONERS

Submit Bids to:

**Board of County Commissioners**

**1115 Albany Street**

**Caldwell, Idaho 83605**

Telephone: (208) 454-7507

Facsimile: (208) 454-7336

[bocc@canyoncounty.id.gov](mailto:bocc@canyoncounty.id.gov)

**Bids must be received by: 9:00 a.m. – February 20, 2024**

**Return in a sealed envelope marked:**

**“Invitation for Bids for Laundry Equipment Project”**

Bids received after said time/date will be returned unopened.

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## I. INTRODUCTION

### A. **Purpose of IFB:**

Notice is hereby given that Canyon County, located at 1115 Albany Street, Caldwell, Idaho is requesting bids from vendors for the purpose of acquiring laundry equipment and installation for the Canyon County Jail. The purpose of this Invitation for Bids (IFB) is to provide a standard from which to evaluate your company's product and services as it compares to other providers and as it pertains to the needs of our organization as defined in this document. This IFB also serves as a tool to formalize negotiations to enter into a contract with the chosen vendor, if any.

**YOU MUST CAREFULLY READ THIS IFB AND MUST FOLLOW THE INSTRUCTIONS IN IT. YOUR FAILURE TO READ AND CAREFULLY FOLLOW THE INSTRUCTIONS MAY CAUSE THE COUNTY TO REJECT YOUR BID. THE TERMS OF THIS IFB WILL TAKE PRECEDENCE OVER CONTRADICTORY INFORMATION IN ANY EXHIBIT. QUESTIONS RELATED TO ANY INADVERTENT CONTRADICTIONS IN THESE MATERIALS CAN BE SUBMITTED WITH OTHER QUESTIONS OR OBJECTIONS PER THE SCHEDULE OF EVENTS UNDER SECTION I.**

The project is being directed by:

**Rick Britton**  
**Canyon County Facilities Director**  
**1115 Albany Street**  
**Caldwell, Idaho 83605**  
[Rickey.Britton@canyoncounty.id.gov](mailto:Rickey.Britton@canyoncounty.id.gov)  
**(208) 454-7473**

The vendor selection will be based on the vendor's response to this IFB and the vendor's ability in that response to demonstrate its capabilities to meet the defined objectives of Canyon County. Each bid will be evaluated to determine the qualified bidder submitting the lowest bid price complying with the bidding procedures and meeting the specifications. The County may consider, but is not necessarily limited to, the following factors:

- References and demonstrated competence;
- Responsiveness to the IFB requirements;
- Ability of the bid response to accomplish the desired results;
- Customer list evaluation;
- The ability, capability and skill of the vendor to perform the contract or provide the service required;
- Options, flexibility and warranties;
- The character, integrity, reputation, judgment, and efficiency of the vendor;
- The quality of performance of previous contracts or services;
- The number and scope of conditions attached to the bid;
- Ability to complete the project in a timely manner;
- Experience with similar projects;
- Cost; and

- Compliance with the terms of the invitation for bids, purchase price, delivery date, parts and service facilities, analysis and comparison of equipment specification details, and past experience of the County with similar or related equipment.

The following information must be submitted as part of your bid:

- Bid Bond;
- Completed Bid Form;
- Responses to Sections I, II, III and IV of the IFB.

**B. Project Overview:**

Furnish and deliver to County and provide installation services for seven (7) Unimac cabinet commercial washers with M-9 controls – 100G. 400-480V / 50-60Hz / 3 Phase; seven (7) 6” steel mounting base for 60lb cabinet hardmount; and seven (7) Unimac 75LB Tumbler Touch/Optidry/Reversing 440-480V/50-60Hz commercial dryers in accordance with the specifications set forth herein and the other terms, conditions, and instructions to the specifications set forth herein.

**C. Scope of IFB:**

This IFB contains the instructions governing the requirements for bids to be submitted by interested vendors, the materials to be included therein, the requirements that must be met, and the vendor's responsibilities before and after delivery.

**D. Time:**

All references to the hours of a day shall refer to Caldwell, Idaho time.

**E. Procedure:**

Sealed bids submitted pursuant to this invitation must be received by the office of the Board of County Commissioners, Canyon County Courthouse 1115 Albany Street, Caldwell ID, 83605, no later than **9:00a.m. Tuesday, February 20, 2024**. Three (3) copies of the Bid will be supplied at the time of the submittals. Late bids will not be accepted, opened or considered. Each bid shall include the legal name of the vendor and a statement of whether the vendor is a sole proprietor, a partnership, a corporation or other legal entity, and shall be signed by the person or persons legally authorized to do so.

**F. Questions/Clarifications:**

Bidders may submit written questions on this IFB to the Board of County Commissioners no later than **5:00p.m. on Friday February 9, 2024**. The IFB will be amended by an Addendum with answers to questions that are timely received. No verbal answers will be binding on the County or the bidder.

Request for clarifications to the IFB will be considered only if they are submitted in writing and received by the Board of Commissioners no later than **5:00p.m. on Friday February 9, 2024**. All clarifications to the requirements will be addressed as a written addendum to the bid. No verbal clarifications will be binding on the County or the bidder.

**G. Vendor's Costs:**

Costs for developing bids are entirely the responsibility of the vendor and shall not be chargeable to the County.

**H. Delivery to County:**

No facsimile bids will be accepted. It is the vendor's responsibility to ensure that bids are received on time.

**I. Calendar of Events:**

The following is a schedule of events concerning the bid process:

1. Signing and Distribution of the IFB ..... 9:30 a.m. Thursday, January 25, 2024
2. Signing of Legal Notice ..... 9:30 a.m. Thursday, January 25, 2024
2. Publication Dates ..... January 31, 2024 and February 7, 2024
3. Questions/Clarifications Due ..... 5:00 p.m. Friday, February 9, 2024
5. Addendum ..... 9:30 a.m. Thursday, February 15, 2024
6. Bid Due Date ..... 9:00 a.m. Tuesday, February 20, 2024
7. Bid Opening ..... 9:30 a.m. Tuesday, February 20, 2024
8. Notice of Winning Bid ..... 9:30 a.m. Tuesday, February 27, 2024
9. Protest to Award, if any ..... 5:00 p.m. Tuesday, March 5, 2024
10. Contract signing ..... TBD

**J. Acceptance and Rejection of Bids:**

The County reserves the right:

- To reject any or all bids, or any part thereof
- To waive any minor defects in the bids if this is to the advantage of the County
- To accept the bid that is in the best interests of the County

The County's decision shall be final. The County's waiver of a minor defect shall in no way modify the IFB document or excuse the vendor from full compliance with its specifications if the vendor is awarded the contract.

Bids which contain false or misleading statements, or which provide references which do not support an attribute or condition claimed by the vendor, may be rejected. If, in the opinion of the County, such information was intended to mislead the County in its evaluation of the bid, the bid shall be rejected.

**K. Disclosure of Bids:**

Discussions may be conducted by the County with responsible bidders who submit bids determined to be reasonably susceptible of being selected for award. After the opening of the bids by the County, the bids, except for vendor deemed confidential financial information, shall be available, if requested, for public inspection. The vendor must separately seal any financial information the vendor deems confidential, and must agree to indemnify and hold harmless Canyon County for barring this confidential material from public inspection.

**L     Signature of Vendor Agent:**

Each vendor's bid and any clarification to that bid shall be signed by an officer of the vendor company or a designated agent empowered to bind the firm in a contract.

**II. GENERAL TERMS AND CONDITIONS:**

**A.     Introduction:**

Vendor's response to each of the requirements in this section is mandatory. **YOU MUST RESPOND TO THE INFORMATION CONTAINED UNDER EACH SEPARATE HEADING IN THIS SECTION OF THE IFB.** For your convenience you may obtain a digital copy of this document from the County to assist you in responding to this IFB. Failure to respond to a requirement in this section, or non-adherence to a requirement in this section, may cause the bid to be rejected.

**B.     Type of Contract:**

The evaluation of bids submitted in response to this IFB may result in the issuance of a contract or purchase order for laundry equipment and installation to the County.

**C.     Termination:**

The County reserves the right to terminate the contract resulting from this request at any time the selected vendor fails to carry out its provisions. The County shall give the selected vendor notice of such termination with stated reasons for termination. If, after such notice, the selected vendor fails to remedy the conditions contained in the notice, the County shall issue the selected vendor an order to stop work immediately and to vacate the premises. Either party may terminate the contract, without cause, upon giving thirty (30) days advance written notice to the other party.

**D.     Failure to Perform:**

If the selected vendor does not meet any of the specifications delineated in the contract, a letter explaining the deficiencies with a fifteen (15) day notice may be delivered by the County to the vendor. If deficiencies are not corrected in fifteen (15) days, the contract may be canceled. If vendor does not comply with applicable federal, state, city/local laws and regulations, the County may cancel the contract at any time.

**E.     Governing Laws:**

The laws of the state of Idaho will govern any contract entered into between the County and the selected vendor and venue for any dispute concerning that contract shall be in the Third Judicial District, Canyon County, Idaho.

**F.     Bid Bond – Bid Security:**

All bids shall contain one (1) of the following forms of Bidder's security in an amount equal to at least five percent (5%) of the bid:

1. Cash
2. Cashier's Check made payable to Canyon County.
3. Certified Check made payable to Canyon County.
4. Bidder's bond executed by a qualified surety company, made payable to Canyon County.

The Bid Security will be forfeited to Canyon County if the chosen vendor fails to comply with the conditions and specifications of the IFB. Bid Securities will be returned to all unsuccessful bidders.

**G. Insurance:**

The selected vendor shall be responsible for maintaining, during the life of the contract, insurance that complies with the following minimum requirements:

1. Worker's Compensation and Employers' Liability: Worker's compensation limits according to the state of Idaho's statutory limits.

The insurer shall agree to waive all rights of subrogation against the County, its officers, officials, employees and volunteers for losses arising, from work performed by the selected vendor for the County.

2. Comprehensive General Liability: \$1,000,000 limit per single occurrence with \$2,000,000 aggregated limit annually for bodily injury, personal injury and property damage on a per project basis.

3. Automobile Liability: \$1,000,000 single limit per occurrence.

The selected vendor's insurance must act as primary coverage, not excess or contributing coverage, with regard to the subject contract. The successful vendor will be required to provide to the Canyon County Board of Commissioners at the time of award original certificates of insurance which name the County as an additional insured.

The selected vendor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all the requirements stated above. Any deductibles or self-insured retention must be declared to and approved by the County. At the option of the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the County, its officials and employees; or the selected vendor shall procure a bond guaranteeing payment of losses and related investigations, claims administration and defense expenses.

Each insurance policy required by this IFB shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits, unless agreed to, in writing, by the County.

General Liability and Automobile Liability policies are to contain, or be endorsed to contain, the following provisions:

- a. The County, its officers, officials, employees and volunteers are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of the selected vendor products and completed operations of the vendor; premises owned, leased or used by the vendor; or automobiles owned, leased, hired or borrowed by the vendor. The coverage shall contain no special limitations in the scope of the protection afforded to the County, its officers, officials, employees or volunteers. For the general liability insurance the aggregate shall be on a per project basis.
- b. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County, its officers, officials, employees or volunteers.
- c. The vendor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

4. Verification of Coverage: The selected vendor shall furnish the County with certificates of insurance and with original endorsements affecting coverage required by the IFB. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf; the certificates and endorsements are to be approved by the County before work commences. The County reserves the right to require complete, certified copies of all required insurance policies, at any time.

**H. Equal Employment Opportunity:**

The selected vendor shall comply with all provisions of federal, state and local laws and regulations to ensure that no employee or applicant for employment is discriminated against because of race, religion, color, sex, marital status, age, disability, or national origin.

**I. Warranty Against Contingent Fees:**

The vendor shall warrant that no person or selling agency has been employed or retained to solicit this contract upon an agreement of understanding for commission, percentage, brokerage, or contingency except bona fide employees or selling agents maintained by the vendor to secure business.

**J. Vendor Personnel:**

The County may request replacement or deny access of any vendor personnel believed unable to carry out the responsibilities of the contract, or unsuitable for working within the environment.

**K. Vendor's Cooperation:**

The vendor shall, at all times, observe and comply with all federal, state, local and municipal laws, ordinances, rules, and regulations in any way affecting the contract, or the work performed under the contract.

**L:     Machine Warranty and Guarantee of availability:**

The intent of this clause is to guarantee the cost of repairs and downtime to Canyon County. Therefore, all bidders shall include with their bid the best warranty terms it can offer.

**M.     Manuals and Training:**

One set of operator's manual, parts book and service repair manual shall be furnished in paper and digital formats.

**N.     Bidder Service Facilities:**

The bidder shall satisfy the purchasing official that they maintain a store or branch or have a service agreement with a local vendor within 75 miles of the working location of the machine, staffed with qualified servicemen, and with provisions for securing parts from the manufacturer within a reasonable length of time. Guarantees of this nature will be considered.

**O.     Delivery:**

Machines to be delivered within one hundred twenty (120) days from the date of award of contract, assuming there is not a protest of award. If there is a protest, then the machine must be delivered within one hundred twenty (120) calendar days of date of the County's issuance of a Notice to Deliver.

**P.     Exceptions To Bid Specifications:**

On a separate page, list all exceptions to the specifications and provide a written statement explaining the substitution of the item specified and note in Part 3A of the Bid Form that exceptions are listed.

**Q.     County Claim and Payment Procedure:**

All claims for services rendered under any Contract executed with a selected Vendor shall be paid in accordance with the provisions of the Contract and the County's Claim and Payment procedure, which is attached as Exhibit "1" to this IFB.

**R.     Indemnity:**

Vendor shall indemnify, defend and hold harmless Canyon County, and its officers and employees, from and against any liability, claims, damages, lawsuits, expenses or actions, including reasonable attorney fees, covered by or arising out of the performance, duty, act or omission of any term under this Agreement or arising out of a failure to comply with federal, state or local laws or regulations.

**S.     Compliance with Law:**

Vendor shall comply with all federal, state, county and local laws and regulations.

**T.     Protest/Challenge Process:**

1. Protest of IFB Requirements, Standards, Specifications, or Process. Any Bidder who wishes to protest as to the requirements, standards, specifications, or process outlined in

this IFB may submit a written notification to the Board of Commissioners, to be received by the Board of Commissioners no later than **5:00p.m. on March 5, 2024**. The notification shall state the exact nature of the protest, describe the location of protested portion or clause in the bid document and explain why the provision should be struck, added, or altered, and contain suggested corrections. The Commissioners may deny the protest, require that the bid be modified, modify the bid, and/or reject all or part of the protest.

2. Protest of Contractor Award: Any participating bidder who is aggrieved in connection with the award of the contract may submit a protest to the Board of Commissioners. Any actual protesting bidder objecting to the award shall respond in writing to the notice of award from Canyon County within seven (7) calendar days of the date of transmittal of the notice and shall set forth in such objection the express reason or reasons that the award decision of the County Commissioners is in error. The County Commissioners shall review their decision and determine whether to affirm the prior award, modify the award, or choose to rebid, and shall set forth the reason or reasons for the decision.

### **III. VENDOR INFORMATION**

#### **A. Introduction:**

We are seeking the vendor or firm most qualified to provide the services stated in this IFB. The various sections of this IFB are intended to provide each potential vendor or firm with the opportunity to document/demonstrate its qualifications.

Bids must adhere to the structure outlined in the IFB. Bids that do not adhere to the structure may be disqualified from review.

The structure of the bid shall be as follows:

- A. Cover Letter
- B. Table of Contents
- C. Overview of Firm

#### **B. Cover Letter:**

1. Use your firm's letterhead. Address the cover letter to:

**Board of County Commissioners  
1115 Albany Street  
Caldwell, Idaho 83605**

2. Identify the submitting firm by name, main business office, field office conducting work (if applicable), and contact person.

3. Identify the firm's parent corporation by name and business location. If the firm has no parent corporation, state that this is the case. State that you have read the IFB and are prepared to comply with contractual requirements.

4. Provide any additional explanatory information you believe will be necessary or helpful.

**C. Table of Contents:**

Include a Table of Contents.

**D. Overview of Firm:**

1. Briefly summarize the history of your firm.

2. Describe the management structure of your firm. If it is responsible to a board of directors, include their names.

3. Provide evidence of your firm's financial stability.

**E. Customer Reference List:**

The vendor will provide a list of customers in Idaho who have used your services. Customers on each vendor's list (and any other the County may select) may be contacted. The customers will be interviewed in at least three (3) areas including but not limited to installation dates, service and/or warranty performance. The majority of the customers must respond positively in order for the vendor to be successful in this portion of the evaluation.

## **IV. SPECIFICATIONS OF LAUNDRY EQUIPMENT AND INSTALLATION**

**A. Introduction:**

Vendor response to the following requirements in this section is mandatory. Failure to respond to a requirement in this section, or non-adherence to a requirement in this section, may cause the bid to be rejected. See Bid Form, attached Exhibit "2," which must be used by Bidders.

Attached Exhibit "3" is a draft Vendor/County contract which will form the general basis of the contract between the County and the chosen vendor, if any. The intent of this IFB is to secure a vendor to provide and install laundry equipment, consisting of seven (7) commercial Unimac cabinet washers with M-9 controls; seven (7) 6" steel mounting base for 60lb cabinet hardmount ; and seven (7) Unimac 75LB Tumbler Touch/Optidry/Reversing 440-480V/50-60Hz commercial dryers at the Canyon County Jail.

**B. Requirements:**



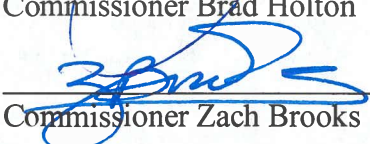

Vendors are invited to mitigate any inability to meet any of the following specifications by written explanation of its offered substitutes or functional equivalents.

- Washing Machines: Unimac cabinet washer M-9 controls – 100G. 440-480V / 50-60Hz / 3 Phase;
- 6” steel mounting base for 60lb cabinet hardmount;
- Dryers: Unimac 75LB Tumbler; Touch/Optidry/reversing; 440-480V / 50-60Hz / 3 Phase .


APPROVED this 25<sup>th</sup> day of January, 2024.

BOARD OF COUNTY COMMISSIONERS

- ☒ Motion Carried Unanimously
- ☐ Motion Carried/Split Vote Below
- ☐ Motion Defeated/Split Vote Below

	Yes	No	Did Not Vote
 _____ Commissioner Leslie Van Beek	_____	_____	_____
 _____ Commissioner Brad Holton	_____	_____	_____
 _____ Commissioner Zach Brooks		_____	_____

ATTEST: CHRIS YAMAMOTO, CLERK

By:   
Deputy Clerk

## CLAIMS PAYMENT DATES FOR FY 2024

### TURN IN NO LATER THAN NOON (12:00 PM)

### WILL BE PAID ON

<b>2023</b>	OCTOBER	2	OCTOBER	10
		16		25
	OCTOBER	30	NOVEMBER	9
	NOVEMBER	15		22
	DECEMBER	1	DECEMBER	8
		15		22
<b>2024</b>	JANUARY	2	JANUARY	10
		16		25
	JANUARY	31	FEBRUARY	9
		15		23
	MARCH	1	MARCH	11
		15		25
	APRIL	1	APRIL	10
	APRIL	15		25
	MAY	1	MAY	10
		15		24
	MAY	31	JUNE	10
	JUNE	14		25
	JULY	1	JULY	10
	JULY	15		25
	AUGUST	1	AUGUST	10
		15		25
	AUGUST	30	SEPTEMBER	10
	SEPTEMBER	16		25

**BE SURE TO CODE CLAIMS' GL DISTRIBUTION FROM ACCOUNTS IN YOUR DEPARTMENT'S BUDGET**

**PLEASE LIST INVOICES INDIVIDUALLY ON THE CLAIM FORM. WE PAY BY INVOICE AND NOT BY STATEMENT**

**PLEASE REFERENCE ANY APPROVED AUDITOR'S PURCHASE ORDER NUMBERS ON CLAIMS**

**VENDOR'S BID FORM**  
**Canyon County Laundry Equipment**  
**And Installation Project**

**PROJECT:** CANYON COUNTY LAUNDRY EQUIPMENT AND INSTALLATION  
PROJECT

**NAME OF BIDDER:** \_\_\_\_\_

**TO:** Board of County Commissioners, Canyon County Courthouse, 1115 Albany, Caldwell,  
Idaho 83605:

**1. Bid**

\$( \_\_\_\_\_ ) \_\_\_\_\_ dollars.

**2. Scope of Work**

The undersigned, having familiarized itself with the local conditions affecting the cost of the Work, and with the Contract Documents, including the Invitation for Bids (IFB), Vendor Contract Between Owner and Vendor, specifications and site layout for the Canyon County Laundry Equipment and Installation Project and any Addenda on file in the office of the Canyon County Board of County Commissioners, First Floor, Canyon County Courthouse, 1115 Albany, Caldwell, Idaho 83605, does hereby propose to perform everything required to be performed, to provide and furnish all the labor, materials, necessary tools, expendable equipment, and all utility and transportation services necessary to perform, and to complete in a workmanlike manner, all of the work required as noted in the IFB, Contract, and Specifications for the Canyon County Laundry Equipment and Installation Project.

### 3. Addenda

Bidder hereby expressly acknowledges receipt of Addendum Nos.

\_\_\_\_\_

\_\_\_\_\_.

### 4. Time of Completion

The undersigned agrees to commence work on the Project in compliance with the Notice to proceed and to complete the Project in accordance with the contract requirements and the Project Schedule.

### 5. Bid Security

Accompanying this Bid is a (Certified Check) (Cashier Check) (Cash) (Bid Bond) in the amount of \_\_\_\_\_

Dollars (\$\_\_\_\_\_) which is five percent (5%) of the bid amount, payable to Canyon County, which protects and, it is agreed, will be forfeited to Canyon County if the undersigned fails to execute the Fixed Price Vendor Contract and other Contract Documents as set forth in the Contract, and Specifications, Addenda, and furnish the required performance bond, and labor and material payment bond, as specified within ten (10) days after expiration of the objection period, if any, following notification of the award of the Contract to the undersigned.

### 6. Surety Letter

The County requires the Bidder to establish proof of financial stability by providing in Bidder's response a letter from an authorized surety company, licensed to do business in the state of Idaho, stating that it is willing to issue a Performance Bond and a Payment

Bond, in accordance with the plans, specifications and conditions thereof, guaranteeing the Bidder's financial liability in all respects to the Bidder's faithful performance of the Contract in the County's name in the amount of 100% of the Contract price. The authorized surety company must be licensed to do business in the state of Idaho and state that it is willing to issue bonds guaranteeing Bidder's faithful performance on the Contract in the amount of the Contract. This letter is to be submitted with the bid.

**7. Right to Reject Bids**

In submitting this bid, and in accordance with the Invitation to Bid, it is understood that the right to reject any and all bids is reserved by the County. It is agreed that this bid may not be withdrawn for a period of sixty (60) days from the opening thereof. The contractor understands that the County retains the right to waive compliance with any bidding informalities and accept the bid that is most beneficial to the County.

**8. Bidder's Declaration and Understanding**

Bidder certifies and agrees as follows:

- This bid is genuine and is not made in the interests of or on behalf of any undisclosed person, firm, or corporation. Bidder has not directly or indirectly induced or solicited any other prospective Bidder to submit a false or sham bid; Bidder has not solicited or induced any person, firm, or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other prospective Bidder or over County.
- Bidder certifies that none of its principals are related within the second degree of kindred to a member of the Canyon County Board of County Commissioners or any

other Canyon County elected official.

- By submitting this bid, Bidder certifies it is qualified to do audio/video installation in Idaho.
  - By submitting this bid, Bidder agrees that costs for developing its submittal is entirely the responsibility of the Bidder.
  - The Bidder has read and understands the Bidding Documents and Contract Documents.
  - The Bid is made in compliance with the Bidding Documents.
  - The Bidder has reviewed the specification in the IFB, become familiar with local conditions under which the Work is to be performed and has correlated the Bidder's personal observations with the requirements of the proposed Contract Documents.
- Failure to review the specifications for the site prior to the bid opening shall in no way relieve the successful bidder from necessity of furnishing all material or performing all work that may be required to complete the work in accordance with Contract documents without additional cost to the County. Each Bidder is solely responsible to inform him/herself fully of all conditions relating to the Bid documents and the work prior to submitting a Bid. A Bidder may withdraw a Bid at any time prior to the time scheduled for the opening of Bids.
- The Bid is based upon the materials, equipment and systems required by the Bidding Documents without exception. Materials and equipment for which there is no installation procedure noted in the specifications shall be installed in conformance with the manufacturer's written instructions.
  - Bidder has carefully examined the IFB, and addenda and exhibits issued and attached to

the specifications, reviewed the specifications, and fully informed themselves as to the existing conditions and limitations, and they included in the Bid a sum to cover the cost of all items contemplated by the IFB. By making a Bid, the Bidder represents that it has read and understands the Bidding and Contract documents, become familiar with local conditions under which the work is to be performed, and has correlated the Bidder's personal observations with the requirements of the Contract documents.

- Bidders shall include in their Bids all taxes which are levied by federal, state, or municipal governments upon labor and for material entering into the Work, and the Vendor shall pay all such taxes and show evidence of payment if required prior to final payment. Bidders must, as a condition precedent to entering into the Contract, have reviewed and complied with Idaho Code § 67-2806
- The Vendor shall assume the work in the condition as found and shall take all necessary measures to conduct all work required to complete the necessary elements of the project, as per detailed specifications.

IN WITNESS HERETO the undersigned has set his (its) hand this \_\_\_\_ day of \_\_\_\_\_, 2024.

NAME OF FIRM:

\_\_\_\_\_

ADDRESS:

\_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Title

\_\_\_\_\_  
(Printed Name)

**CANYON COUNTY LAUNDRY EQUIPMENT  
AND INSTALLATION PROJECT  
AGREEMENT  
CANYON COUNTY, IDAHO**

**THIS AGREEMENT** is made between \_\_\_\_\_, having a local address \_\_\_\_\_ (hereinafter "CONTRACTOR") and Canyon County, a political subdivision of the State of Idaho, having offices at 1115 Albany St. Caldwell, Idaho 83605 (hereinafter "COUNTY").

**WHEREAS**, COUNTY issued an Invitation for Bids pursuant to procedures provided by Idaho Code Section 67-2805 for the purpose of identifying the lowest responsive bid for the Canyon County Laundry Equipment and Installation Project (hereinafter "Project"); and

**WHEREAS**, COUNTY has determined that CONTRACTOR's bid to provide said laundry equipment and installation services was the lowest responsive bid received for that portion of this project and that funds sufficient to complete such construction have been duly appropriated for expenditure in FY2024.

**NOW THEREFORE**, in consideration of the mutual promises contained herein, the Parties hereby understand and agree as follows:

**1. PURPOSE:**

- 1.1 COUNTY hereby employs CONTRACTOR as an independent contractor to complete and perform the following project and work:

Project as described in the Invitation for Bids, attached hereto as Attachment 1 and incorporated fully by reference.

- 1.2 CONTRACTOR agrees to provide all materials and services for the project as requested by COUNTY and in accordance with Attachment 1 and CONTRACTOR'S bid, attached hereto as Attachment 2 and incorporated fully by reference.

**2. CONTRACTOR REPRESENTATIONS:**

2.1

- 2.2 CONTRACTOR is a duly licensed, familiar with and satisfied as to all federal, state, and local laws and regulations that may affect cost, progress, and performance of the project. CONTRACTOR agrees to comply with all federal, state, city, and local laws, rules and regulations.

- 2.3 The project specifications and this contract sufficiently detail the work required and convey understanding of all terms and conditions for performance and furnishing of the work.

- 2.4 CONTRACTOR warrants that all materials and goods supplied under this Agreement shall be of good merchantable quality and that all services will be performed in a good workmanlike manner. CONTRACTOR acknowledges that it will be liable for any breach of this warranty.
- 2.5 CONTRACTOR represents that neither it nor any of its principals are related to a County Commissioner or other Canyon County official by blood or marriage within the second degree of kindred. CONTRACTOR agrees to comply with all federal, state, city, and local laws, rules and regulations.
- 2.6 CONTRACTOR understands that COUNTY is exempt from payment of Federal Excise Tax under Certificate No. 82-6000-290 and none shall be charged to COUNTY.
- 2.7 Idaho Code § 63-1503 statement: CONTRACTOR, in consideration of securing the business of erecting or constructing public works in this state, recognizing that the business in which he is engaged is of a transitory character, and that in the pursuit thereof, his property used therein may be without the state when taxes, excises, or license fees to which he is liable become payable, agrees:
- (1) To pay promptly when due all taxes (other than on real property) excises and license fees due to the state, its subdivisions, and municipal and quasi-municipal corporations therein, that are accrued or are accruing during the term of this contract, whether or not the same shall be payable at the end of such term;
  - (2) That if the said taxes, excises, and license fees are not payable at the end of said term, but liability for the payment thereof exists, even though the same constitute liens upon his property, to secure the same to the satisfaction of the respective officers charged with the collection thereof; and
  - (3) That, in the event of his default in the payment or securing of such taxes, excises, and license fees, to consent that COUNTY may withhold from any payment due him hereunder the estimated amount of such accrued and accruing taxes, excises, and license fees for the benefit of all taxing units to which said contractor is liable.

3. **COMPENSATION:**

- 3.1 COUNTY agrees to pay CONTRACTOR for the services described by this Agreement an amount not to exceed the sum of \*Dollars (\$\*.00).

Twenty-five percent (25%) of such sum shall be distributed upon execution of this Agreement, with the remaining seventy-five percent (75%) distributed monthly in proportion to services performed.

Prior to the first monthly payment, CONTRACTOR shall submit to County an initial schedule of values allocated to various portions of the work that shall be used as a basis for reviewing the monthly invoices. Monthly invoices shall certify that payment is for work, materials, equipment or supplies actually performed or actually installed in furtherance of the project, and shall reflect a five percent (5%) retainage.

- 3.2 CONTRACTOR shall submit their invoices to:

[Name]  
[Address]

- 3.3 Subject to Article 8, Sections 3 and 4 of the Idaho Constitution and all other non-appropriation law in relation thereto, COUNTY will duly and punctually pay the amounts to satisfy its obligations required under this Agreement, recognizing that time is of the essence. If non-appropriation occurs, this Agreement shall automatically terminate and all future rights and liabilities of the parties hereto shall thereupon cease upon CONTRACTOR's receipt of original notice from COUNTY informing CONTRACTOR of that event.

4. **TIME OF PERFORMANCE:**

- 4.1 Time is of the essence in the performance of the work as specified in this Agreement.

- 4.2 Upon execution of contract, CONTRACTOR will start project within one hundred twenty days and thereafter complete the project within \_\_\_\_\_ full working weeks. Any unforeseen stoppages of work beyond CONTRACTOR's control will require the completion date to be modified.

- 4.3 If CONTRACTOR fails to deliver the subject matter of this Agreement in accordance with this time schedule, liquidated damages shall accrue to COUNTY as follows: CONTRACTOR shall pay COUNTY the sum of \* (\$\*.\*\*) per day for each and every calendar day of unexcused delay. Liquidated damages shall not be charged when the delay arises out of causes beyond the control of CONTRACTOR.

5. **INSURANCE:**

- 5.1 CONTRACTOR agrees to obtain and keep in force during its acts under this Agreement insurance as required by the IFB, including but not limited to a comprehensive general liability insurance policy in the minimum amount of \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate, which shall name COUNTY as an additional insured and protect COUNTY, and its officers, agents and employees, from and against any and all claims, losses, actions, and judgments for damages or injury to persons or property arising out of or in connection with CONTRACTOR 's acts.
- 5.2 CONTRACTOR shall provide to COUNTY proof of liability coverage as set forth above prior to commencing its performance as herein provided. The proof of liability document shall state that COUNTY shall be notified at least ten (10) days prior to cancellation of the policy.
- 5.3 CONTRACTOR shall maintain in full force and effect worker's compensation for CONTRACTOR and any agents, employees, and staff that CONTRACTOR may employ, and provide proof to COUNTY of such coverage or that such worker's compensation insurance is not required under the circumstances.

6. **INDEMNIFICATION:**

- 6.1 CONTRACTOR agrees to indemnify, defend, and hold harmless COUNTY, and its officers, agents and employees, from and against any and all claims, losses, actions, or judgments for damages or injury to persons or property arising out of or in connection with the acts and/or any performances or activities of CONTRACTOR, CONTRACTOR's agents, employees, or representatives under this Agreement.

7. **INDEPENDENT CONTRACTOR:**

- 7.1 The parties agree that CONTRACTOR is an independent contractor of COUNTY and in no way an employee or agent of COUNTY, and is not entitled to worker's compensation or any other benefit of employment with COUNTY.
- 7.2 COUNTY shall have no control over the performance of this Agreement by CONTRACTOR or its employees, except to specify the time and place of performance, and the results to be achieved. COUNTY shall have no responsibility for security or protection of CONTRACTOR's supplies or equipment.

8. **PERSONNEL AND SECURITY REQUIREMENTS:**

- 8.1 CONTRACTOR reserves the right to designate its resources and personnel for installation in every situation. Notwithstanding the above, CONTRACTOR shall provide to COUNTY a list of the individuals assigned to the project team to COUNTY.

- 8.2 COUNTY shall have the right to direct removal of a CONTRACTOR employee for cause, if in the opinion of COUNTY, such employee demonstrates non-performance or inappropriate conduct, which jeopardizes security, safety, or other Agreement requirements, or fails to pass the initial jail background check. COUNTY shall provide CONTRACTOR with written justification as to the reasons for the directed removal.

9. **PERFORMANCE BOND/PAYMENT BOND:**

- 9.1 Pursuant to Idaho Code Section 54-1926, CONTRACTOR shall provide and maintain at all times a valid Contractor's performance bond in an amount sufficient to cover performance of this Agreement. The performance bond shall be issued for a period of not less than one (1) year and must be renewed annually for the term of this Agreement. CONTRACTOR shall provide a new performance bond, or evidence of renewability satisfactory to COUNTY, at least sixty (60) calendar days before the performance bond then in effect expires. The performance bond shall be for the use and benefit of COUNTY, with a surety company authorized to do business in the state of Idaho and acceptable to COUNTY. The performance bond shall cover CONTRACTOR's failure to faithfully perform all of the provisions of this Agreement, and shall obligate the surety to undertake, or cause to be undertaken, the work required to be performed pursuant to this Agreement for the term of the performance bond. The performance bond shall be submitted to, and subject to approval of, the Board of Canyon County Commissioners prior to its effective date.
- 9.2 Pursuant to Idaho Code Section 54-1926, CONTRACTOR shall provide and maintain at all times a valid payment bond in an amount sufficient to cover CONTRACTOR's payment obligations arising under each phase of this Agreement. The payment bond shall be issued for a period of not less than one (1) year and must be renewed annually for the term of this Agreement. CONTRACTOR shall provide a new payment bond, or evidence of renewability satisfactory to COUNTY at least sixty (60) calendar days before the payment bond then in effect expires. The payment bond shall be for the use and benefit of COUNTY, with a surety company authorized to do business in the state of Idaho and acceptable to COUNTY. The payment bond shall be submitted to, and subject to approval of, the Board of Canyon County Commissioners prior to its effective date.
- 9.3 CONTRACTOR is required to furnish the performance and payment bonds to COUNTY on the date of the execution of this Agreement. The performance bond must guarantee CONTRACTOR's performance from the date of the execution of the Agreement and up to and including the project acceptance and completion of the Agreement. The payment bond must guarantee CONTRACTOR's payment obligations arising from this Agreement from the date of the execution of the Agreement and up to and including the system acceptance testing and completion of the Agreement.

**10. MISCELLANEOUS:**

10.1 CONTROLLING LAW: The Agreement shall be interpreted, and rights of the parties determined, under the laws of the state of Idaho. The venue of any claim, litigation, or cause of action between the Parties shall be in the Third Judicial District Court of the State of Idaho in Canyon County.

10.2 LEGISLATIVELY MANDATED CERTIFICATION CONCERNING BOYCOTT OF ISRAEL:

CONTRACTOR must select and initial at least one of the following certifications:

☐ Pursuant to Idaho Code § 67-2346, Contractor certifies that it “is not currently engaged in, and will not for the duration of the contract engage in, a boycott of goods or services from Israel or territories under its control.” The terms in this section defined in Idaho Code § 67-2346 shall have the meaning defined therein.

☐ Contractor certifies that County’s payments under the Agreement will not exceed One Hundred Thousand Dollars (\$100,000).

☐ Contractor certifies that Contractor does not employ more than nine persons.

10.3 LEGISLATIVELY MANDATED CERTIFICATION CONCERNING COMPANIES OWNED OR OPERATED BY THE GOVERNMENT OF CHINA.

Pursuant to Idaho Code § 67-2359, Contractor hereby certifies that it “is not currently owned or operated by the government of China and will not for the duration of the contract be owned or operated by the government of China.” The terms in this section defined in Idaho Code § 67-2359 shall have the meaning defined therein.

10.4 SEVERABILITY: The terms of this Agreement are severable. Should a court of competent jurisdiction decide that any portion of this Agreement is unlawful or invalid, said decision shall only affect those specific sections and the remaining portions of this Agreement shall remain in full force and effect.

10.5 ENTIRE AGREEMENT: This is the entire agreement of the parties and can only be modified or amended in writing by the parties.

**CANYON COUNTY BOARD OF COUNTY COMMISSIONERS**

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_ Motion Carried Unanimously  
\_\_\_\_\_ Motion Carried/Split Vote Below  
\_\_\_\_\_ Motion Defeated/Split Vote Below

	Yes	No	Did Not Vote
_____ Commissioner Leslie Van Beek	_____	_____	_____
_____ Commissioner Brad Holton	_____	_____	_____
_____ Commissioner Zach Brooks	_____	_____	_____

ATTEST: CHRIS YAMAMOTO, CLERK

By: \_\_\_\_\_  
Deputy Clerk

CONTRACTOR

\_\_\_\_\_  
(name/title)

STATE OF IDAHO                    )  
  ) ss.  
County of \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_, 2024, before me, a notary public, personally appeared \_\_\_\_\_, known or identified to me to be the \_\_\_\_\_  
\_\_\_\_\_ for \_\_\_\_\_, whose name is subscribed to the within instrument, and  
acknowledged to me that said corporation executed the same.

( S E A L )

\_\_\_\_\_  
Notary Public for Idaho  
Residing at: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_