



COUNTY OF CANYON

INVITATION FOR BIDS (IFB)

Elevator Modernization Project

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

Bids must be received by: 8:59 a.m., Tuesday, March 19, 2024

Return in a sealed envelope marked:

“Invitation for Bids for Elevator Modernization Project”

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

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I. INTRODUCTION

A. Notice

Pursuant to Idaho Code section 67-2805(2)(a), Canyon County hereby invites bids from licensed public works contractors for the Elevator Modernization Project.

The work contemplated by this IFB will take place at Canyon County facilities and consists of modernization of County elevator systems as described in "Exhibit 1" attached hereto, and incorporated by reference.

This IFB also serves as a tool to formalize negotiations to enter into a Contract with the chosen provider, 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.

Contractor selection will be based on the contractor's response to this IFB and the contractor'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:

- Responsiveness to the IFB requirements, including proof of appropriate occupational and professional licensure;
- Compliance with the administrative requirements of the bidding process;
- The number and scope of conditions attached to the bid;
- Cost.

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

- Bid Bond;
- Completed Bid Form;

B. Goals

Time is of the essence in this Project. The County's goals for this Project include:

- Rapid initiation and timely completion of work;
- Quality of construction;

- Minimization of disruption and inconvenience to current County operations and the public;
- Best value delivery of the Project.
- See attached scope of work for additional detail.

C. Contact

The Project is being directed on behalf of the Canyon County Commissioners by:

Rick Britton, Director
Canyon County Facilities Department
1115 Albany Street
Caldwell, Idaho 83605
Rickey.britton@canyoncounty.id.gov

With the exception of official public written communication as described below, Prospective Bidders are prohibited from soliciting or receiving any advice or discussing any aspect relating to the Project or the procurement of the Contract with any person employed by or affiliated with Canyon County.

D. General Project Requirements

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

Canyon County expects the selected contractor, if any, to provide all necessary labor, travel and subsistence, home and field office expenses, equipment, taxes, overhead and profit, and all associated costs to provide the requested construction services.

The contractor will be responsible for identifying and complying with all local, state and federal applicable regulations, codes, statutes, etc., and shall implement the Project work accordingly.

The contractor will develop a Master Schedule to provide a detailed project sequence and timeline. The Master Schedule shall include probable costs, divided into finite task descriptions in sufficient detail to be used by the County to authorize defined tasks as the project proceeds. Authorization for each task must be provided by the County before any work is conducted on such task.

II. IFB PROCESS

A. Schedule 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, February 15, 2024 |
| 2. | Publication Dates | February 20 and February 27, 2024 |
| 3. | Pre-bid conference
(Public Meeting Room) | 10:00 a.m., Thursday, February 29, 2024 |

- | | | |
|-----|---|------------------------------------|
| 4. | Questions/Clarifications Due | 9:00 a.m. Thursday, March 7, 2024 |
| 5. | Objections to Requirements, Standards,
Specifications or Process Due | 9:00 a.m. Thursday, March 7, 2024 |
| 6. | Addendum (if needed) | 9:30 a.m. Thursday, March 14, 2024 |
| 7. | Bid Due Date | 8:59 a.m. Tuesday, March 19, 2024 |
| 8. | Bid Opening | 9:30 a.m. Tuesday, March 19, 2024 |
| 9. | Recommendation from Director
and Bid Award Notification | 9:30 a.m. Tuesday, March 26, 2024 |
| 10. | Protest to Award, if any | 5:00 p.m. Tuesday, April 2, 2024 |

B. Time

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

C. Pre-Bid Conference

A mandatory pre-bid conference will be held at **10:00 a.m., Thursday, February 29, 2024** beginning in the Public Meeting Room, First Floor, Canyon County Administration Building, 111 N. 11th Avenue, Caldwell, Idaho. Proposers will be afforded the opportunity to meet with County personnel and discuss the content of the IFB in further detail.

D. Questions/Clarifications/Objections to IFB

Questions, requests for clarification, and objections relating to the IFB or the IFB process will be considered only if they are submitted in writing and received by the Clerk of the Board of County Commissioners no later than **9:00 a.m. on Thursday, March 7, 2024.**

Questions, clarifications, and objections should be sent to Clerk of the Board of County Commissioners by U.S. Mail to 1115 Albany Street, Caldwell, Idaho 83605, or by email to BOCC@canyoncounty.id.gov.

Bidders are responsible to ensure all questions are timely received.

No verbal responses will be binding on the County or the Bidder. This IFB may be amended in writing to include the questions, clarifications, and objections submitted to the County and the County's response thereto.

E. Submittal Procedure

Sealed bids submitted pursuant to this IFB must be received by the Office of the Board of County Commissioners, Canyon County Courthouse, 1115 Albany Street, Caldwell, Idaho 83605, no later than **8:59 a.m. on Tuesday, March 19, 2024.** Two (2) hard/paper copies must be supplied at the time of submittal. No facsimile copies will be accepted. Late bids will not be accepted, opened, or considered.

The County will only consider bids submitted on the Contractor's Bid Form, affixed hereto as "Exhibit 2" and incorporated by reference.

F. IFB Preparation Costs

Costs for developing bids pursuant to this IFB are entirely the responsibility of the Bidder and shall not be chargeable to the County.

G. Bid Bond

All bids must be accompanied by bid security in the form of certified check, cash, cashier's check, and/or bid bond made payable to Canyon County, certified check made payable to Canyon County, or bid bond executed by a qualified surety company, made payable to Canyon County, in an amount equal to five percent (5%) of the bid amount.

H. 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 or bids that are in the best interest 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 Bidder from full compliance with its specifications if the Bidder is awarded the Contract. The County reserves the right to let separate contracts on any aspect of the work.

Bids which contain false or misleading statements, or which provide references which do not support an attribute or condition claimed by the Bidder, 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.

III. REVIEW PROCESS

A. Validation Against Requirements

All bids submitted will be checked in detail for compliance with the mandatory requirements set forth in this IFB.

During the validation process, the County may find it necessary to request additional information from the Bidder.

B. Correction of Errors

If errors are found in a bid, the County may reject the bid. However, the County may, at its sole option, correct arithmetic or transposition errors on the basis that the lowest level of detail will prevail in any discrepancy.

In the event of a discrepancy between the quantities cited in the narrative description and proposed Contract quantities and information submitted for evaluation purposes, the quantities cited in the narrative shall govern the quantities and summarization shall be recomputed accordingly.

C. Selection

Subject to the provisions contained in this IFB, the County intends to award a contract to the Bidder meeting the specifications of this IFB and in accordance with the evaluation process contained herein and whose bid complies with all the requirements of this IFB and Idaho law.

The County reserves the right to make an award without further negotiations with the apparent successful Bidder. Therefore, bids should be submitted with the most favorable terms the Bidder can offer.

Bids should reflect the terms under which the Bidder is prepared to meet the requirements of this IFB. After announcement of the successful Bidder, there will be no negotiation of the terms of this IFB, or the Bidder's submitted bid which will with the contract collectively comprise the terms of the agreement between the County and the successful Bidder. Any attempt by the successful Bidder to negotiate any of the terms described in Section IV, below will be considered a repudiation of the award. The County will then select the bid, if any, which next closely meets the requirements of this IFB.

D. Award of Contract

The successful Bidder will be selected based upon the bid which complies with all the requirements of this IFB, any addenda thereto, and any additional IFB documents, except for such immaterial deviations as may be waived by the County, and Idaho law. Written notification of the selection will be made to all Bidders who submitted a bid prior to final award of contract. If the County intends to award the contract to a bidder other than the apparent low bidder, an opportunity to object will be noticed. Time is of the essence in the administration of this IFB and subsequent initiation and performance under the resulting contract, if any.

If the successful Bidder refuses or fails to execute the Contract, the County may award the Contract to the next qualified lowest responsible Bidder, if any, whose bid complies with all the requirements of this IFB and any addenda thereto. The period of time within which such award of Contract may be made shall be subject to written agreement between the County and the Bidder concerned. The County may reject all bids and re-bid.

E. Objection to Contractor Award

The County intends to award the Contract to the licensed public works contractor submitting the lowest bid price, complying with the bidding procedures. If the County chooses to award the contract to a Bidder other than the apparent low bidder, notice and opportunity to object shall be provided all bidders.

IV. GENERAL TERMS AND CONDITIONS

The evaluation of bids submitted in response to this IFB may result in the issuance of a contract. No work is authorized by this IFB to any person or firm until a final contract is approved and executed by both the County and the Contractor.

Should a contract be offered and executed, its General Terms and Conditions will include, but be not limited to, the following:

A. Performance Bond/Payment Bond

The County requires a performance and payment bond, each in full contracted amount, for the protection of persons supplying labor or materials, or renting leasing or otherwise supplying equipment to the Contractor or his Subcontractor in the prosecution of the work provided for in the Contract, and to guarantee satisfactory completion of the Project.

The successful Bidder shall furnish the performance bond and the payment bond to the County at the time the Contract is executed. Performance and payment bonds shall not be a substitute for any other form of insurance that may be required.

B. Insurance

The Bidder shall maintain the following Insurance at all times this Contract is in effect and for the stated periods after final completion of the Project:

1. Workers' Compensation insurance meeting the statutory requirements of the State of Idaho.
2. Employers' Liability insurance providing limits of liability in the following amounts:

Bodily Injury by Accident:	\$100,000 each accident
Bodily Injury by Disease:	\$500,000 policy limit
Bodily Injury by Disease:	\$100,000 each employee
3. Commercial General Liability insurance providing limits of liability in the following amounts, with aggregates applying separately on a "per project" basis:

General Aggregate:	\$2,000,000
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Product/Completed Operations Aggregate:	\$2,000,000
Personal & Advertising Injury Liability:	\$1,000,000
Per Occurrence:	\$1,000,000
Fire Legal Liability:	\$ 50,000

The Commercial General Liability ("CGL") insurance policy shall be written on an "Occurrence" form and shall cover liability arising from premises, operations, independent contractors, products, completed operations, personal injury, advertising injury, and liability assumed under an insured contract (including tort liability of another assumed in a contract). Canyon County and its elected officials, agents, employees, successors and assigns shall be included as Additional Insureds under the CGL with the Additional Insured endorsement providing coverage for Completed Operations.

4. **Business Automobile Liability** insurance providing bodily injury and property damage liability coverage for not less than \$1,000,000 each accident limit. Business Automobile Liability insurance shall be written on a standard ISO policy form, or an equivalent form, providing coverage for liability arising out of owned, hired, or non-owned vehicles in connection with this Contract.

Each of Bidder's subcontractors and suppliers shall procure and maintain equivalent insurance coverage as described in subparagraphs 1 through 4 above and certificates evidencing such coverage must be presented to Canyon County before the subcontractors or suppliers are permitted on the site of the project. If subcontractors do not have the required insurance, Bidder's policies must provide equivalent coverage for the subcontractors and their work.

C. Warranty Against Contingent Fees

The Bidder will agree to 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 Bidder to secure business.

D. Bidder Personnel

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

E. Bidder's Cooperation

The Bidder 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.

F. Warranties/Guarantees Against Defects

Bidder will guarantee that all material and labor (provided by Bidder as part of this IFB Response) shall be free of defects in material and/or workmanship for at least two (2) years after County's acceptance of the work. Canyon County shall be the sole decider on work acceptance.

G. Licenses

Bidder must possess a valid Idaho Public Works Contractor's License at the appropriate level by the time of contract execution and a valid Idaho Bureau of Occupational License.

H. County Claim and Payment Procedure

All claims for services rendered under any contract executed with a selected Bidder shall be sent directly to the Canyon County Board of Commissioners, with a copy to Director David Loper, for processing. Claims shall be paid in accordance with the provisions of the Contract attached as "Exhibit 3", incorporated by reference herein.

I. Non-Appropriation

Subject to the County's determination to annually renew any contract, the County will duly and punctually pay the amounts to satisfy its obligation required under the Contract, recognizing time is of the essence. The County may, solely at its option and in compliance with Article 8 Section 3 of the Idaho Constitution, and when and if it duly budgets and appropriates funds thereof from revenues legally available to it for the ensuing fiscal year, renew the Contract for an additional renewal term, as provided under the conditions of the IFB.

J. Indemnity

Bidder 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, act or omission of any term under this IFB or arising out of a failure to comply with federal, state or local laws or regulations.

K. General Information

As specified in the Contract documents, a failure to complete the work shall result in liquidated damages of Five Hundred Dollars (\$500.00) per calendar day per phase or area until substantially completed as described in the contract documents.

Contract shall be subject to termination because of County's non-appropriation of funds.

If the Bidder believes that other changes would be beneficial to the County, they may include this information in their bid. However, any Bidder doing so should be sure to include a price based only on the requirements of this IFB with any additional or lesser price also shown.

L. Acceptance of Work

Work shall be considered accepted when contractor and County have finalized inspection of work and all items on final punch list have been completed.

M. System Completion

Bidder will provide the amount of time needed to complete this project.

Work shall be completed within the maximum calendar days specified by Bidder on the Bid form commencing on day of Contract execution.

N. Permits and Inspection

The successful Bidder is otherwise responsible to apply for and obtain all permits and inspections necessary to complete the project.

O. Termination by County for Convenience

The County may, for any reason whatsoever, or without reason, terminate performance under the Agreement by Contractor for convenience. County shall give at least thirty (30) days prior written notice of such termination to Contractor specifying when termination becomes effective. Contractor shall stop work at the time of such Notice. When terminated for the County's convenience, Contractor shall be compensated as follows:

1. That portion of the Fixed Contract Price representing the value of the Work, as reflected on the schedule of values, performed by Contractor prior to the date of termination, which is completed and accepted by the County for which Contractor has not been previously paid;
2. In no event shall Bidder be entitled to recover anticipated profits or consequential damages from the County on account of a termination for convenience or erroneous termination for cause.

V. PROJECT SPECIFICATIONS, DRAWINGS AND PLANS

The responsibility of the successful Bidder shall include performance of construction per the following:

1. Exhibit 1: Scope of Work

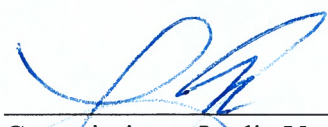
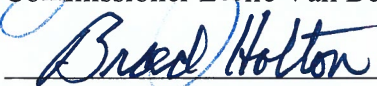
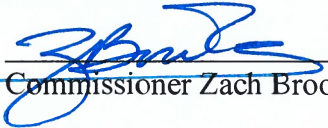
VII. CONCLUSION

Thank you for your interest in this important project.

APPROVED this 15th day of February, 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	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
 Commissioner Brad Holton	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
 Commissioner Zach Brooks	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

ATTEST: RICK HOGABOAM, CLERK

By: 
Deputy Clerk

EXHIBIT LIST

Exhibit 1: Scope of work

Exhibit 2: Contractor's Bid Form

Exhibit 3: Draft Construction Contract

ELEVATOR MODERNIZATION – EXHIBIT 1 – SCOPE

PART 1 – GENERAL

1.1 SECTION INCLUDES

- A. GENERAL DESCRIPTION OF WORK:
 - 1. Modernization of Dover elevators which have the following general conditions:
 - a. Elevator Type: Hydraulic
 - b. Operation: duplex and simplex
 - c. Capacity: 2000#, 1465#, #1400

PART 2 – PRODUCTS

2.1 Approved Manufacturers:

- A. Elevator Controls
 - 1. Virginia Control
 - 2. Smartrise
 - 3. Alpha Control
 - 4. Motion Control Engineering
- B. Door Equipment
 - 1. Wittur
- C. Signal Fixtures
 - 1. Innovation Industries
- D. Pump Unit / Hydraulic Drive Assemblies
 - 1. Bore-Max with Maxton Valves

2.2 EQUIPMENT TO BE MODERNIZED: The following products shall be installed, replaced, modified, repaired, or refurbished as noted herein.

- A. Car Station
 - 1. Contractor shall provide and install a new applied car station which shall extend to the top of the return in #4 brushed stainless steel to match the existing metal finish.
- B. Door Reopening Device
 - 1. Contractor shall provide a full curtain infrared door reopening device.
- C. Doorjamb Braille
 - 1. Contractor shall provide all new doorjamb floor indicator plates, which shall be installed in both jambs of every elevator at every floor.
- D. Car Riding Lanterns
 - 1. Contractor shall install car riding lantern in stainless steel to match existing metal finish.
- E. Car Door Operator
 - 1. Contractor shall install new closed-loop door operator to include control module, motor, belts and driving mechanism.
 - 2. Contractor shall install new clutches, linkage arms, gate switches, hangers, hoistway door interlocks, gibbs, and hoistway door closers.

- F. Hall Buttons
 - 1. Contractor shall provide a new hall button station at every floor in place of the existing hall button stations.
 - 2. Hall button plates shall be surface mounted and shall be sized to cover existing holes and back-boxes to minimize cutting, patching, or repainting required by County.
- G. Hoistway Access Switches
 - 1. Contractor shall provide new hoistway access switches at the top and bottom landing for the elevators.
- H. Elevator Controls
 - 1. Contractor shall provide a new **NON-PROPRIETARY**, automatic pushbutton, microprocessor-based controller which is software oriented. The controller shall meet all applicable codes as modified by the local authority.
 - 2. The new control package includes the new controller cabinet; factory pre-wired circuit boards, software, and logic; new landing system including hoistway-mounted steel tape; car-top inspection station; service manuals and job-specific drawings.
 - 3. All new traveling cables, hoistway wiring and machine room wiring shall be installed.
- I. Fire Service Operation
 - 1. Elevators shall be fully equipped with fire service Phase I and Phase II operations which shall fully comply with all applicable codes.
- J. Pump Unit / Hydraulic Drive Assemblies
 - 1. The original Dover submersible power units will be removed and replaced with new Bore-Max submersible power units with Maxton valves.
 - 2. The installation of the new power unit will include the Code-required addition of a new rupture valve in the feedline (pit).
 - 3. New drive units shall include reservoir, pump, pump motor, valve, and muffler. New hydraulic oil will be added to the reservoir.
- K. Top of Car Inspection Stations
 - 1. Contractor shall provide a new top of car inspection station compatible with all code requirements. The station shall contain an inspection switch, up/down run switches and a stop switch.

PART 3 – MAINTENANCE

3.1 WARRANTY

- A. For any work performed, the Contractor warrants the work to be free from defect for a period of (1) year from the turnover of the final elevator(s), including both material and labor.

3.2 MAINTENANCE SERVICE

- A. Contractor shall provide warranty maintenance for a period of one (1) year from the turnover of the final elevator(s) in the project. The cost for this maintenance shall be included in the Contractor's modernization contract.

- B. Maintenance service shall be performed according to the terms, conditions, and scope of work of the County's existing elevator maintenance contract. The maintenance service shall terminate on the one-year anniversary of the turnover of the elevator.

PART 4 – MISCELLANEOUS

4.1 INSPECTION

- A. Work includes notifying the State of Idaho Elevator Unit of the Intent to Modernize/Alter these units, and we will coordinate successful inspections of each elevator after completion of each unit.

4.2 ALTERNATES

- A. Battery Lowering Devices
 - 1. The elevators are not currently equipped with this feature. In the event of a power outage, the occupants are trapped until power is restored or a trained elevator technician releases them. This feature is cheaper to add during a new installation or modernization than after-market addition to an existing control system. If you select this option, some minor electrical work on the building side may be required.
- B. Cab Interior
 - 1. The addition of a new cab interior to meet ADA Code and ASME Fire Safety Code. Typical interior includes: a new stainless steel drop ceiling with Man-D-Tec LED dimmable recessed lighting or a stainless-steel T-Bar Ceiling with LED strip lighting and fire rated polygal diffusers; new stainless steel cylindrical handrails to meet ADA Code, laminate wall panel system, stainless steel kicks and reveals. A submittal / CAD drawing of cab design will be provided for approval prior to fabrication. Scope of work includes demo of existing interior, fabrication, and installation of new interior.

CONTRACTOR'S BID FORM

CANYON COUNTY ELEVATOR MODERNIZATION PROJECT

**INVITATION FOR BIDS (IFB)
CANYON COUNTY, IDAHO**

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 bidder, having familiarized itself with the local conditions affecting the cost of the Work, and with the Contract Documents, including the Invitation for Bids (IFB), Construction Contract Between Owner and Contractor, Detailed Specifications and blueprints and any Addenda on file in the office of the CANYON COUNTY BOARD OF 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 Construction Project, in Elevator Modernization Project for the bid amount noted above.

3. Addenda

Bidder hereby expressly acknowledges receipt of Addendum No. _____

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. List of Subcontractors

(License number and grade below refers to Idaho Public Works license number and grade)

Subcontractor	Address
Value	License Number and Grade
.	
Subcontractor	Address
Value	License Number and Grade
.	
Subcontractor	Address
Value	License Number and Grade

6. 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 Construction Contract and other Contract Documents as set forth in the IFB 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.

7. 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.

8. 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.

9. 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 Commissioners or any other Canyon County elected official.
- By submitting this bid, Bidder certifies it is qualified to do professional public works construction in Idaho, or, if allowed by statute, covenants to obtain such qualification by the time of contract execution.
- By submitting this bid, Bidder agrees that the costs for developing its submittal are entirely the responsibility of the Bidder.
- The Bidder has visited the site, 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 visit 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, visit the site of the work, 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, has visited the site, 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 Contractor 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 Construction Contract, have reviewed and complied with Idaho Code § 63-1502.
- The Contractor 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 and blueprints.

IN WITNESS HERETO the undersigned has set his/her hand this ____ day of

_____, 2024.

NAME OF FIRM:

ADDRESS:

By: _____
(Signature)

Title

(Printed Name)

CONTRACTOR'S IDAHO PUBLIC WORKS LICENSE NO. _____

IDAHO OCCUPATIONAL LICENSE (ELEVATOR) NO. _____

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: _____

CONSTRUCTION CONTRACT

CANYON COUNTY ELEVATOR MODERNIZATION INVITATION FOR BIDS (IFB) CANYON COUNTY, IDAHO

THIS AGREEMENT is made this ____ day of _____, 2024, 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(2)(a) for the purpose of identifying the qualifying bidder submitting the lowest responsive bid for the Elevator Modernization Project(hereinafter "Project"); and

WHEREAS, COUNTY has determined that CONTRACTOR's bid to provide said construction 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:

Elevator Modernization Project as described in the Invitation for Bids and its Exhibit 1, 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 the 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 CONTRACTOR has visited the Site and become familiar with and satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the project.
- 2.2 CONTRACTOR is a duly licensed public works contractor, 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 is 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, accrued or 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 the department, officer, board, or taxing unit entering into this contract 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 (\$_____).

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, the CONTRACTOR shall submit to the 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 Elevator Modernization Project, and shall reflect a five percent (5%) retainage.

- 3.2 CONTRACTOR shall submit their invoices to:

Rick Britton, Director
Canyon County Facilities Department
1115 Albany Street
Caldwell, Idaho 83605
Rickey.britton@canyoncounty.id.gov

- 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 _____ to _____ business 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 Five Hundred Dollars (\$500.00) 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 The Bidder shall maintain the following Insurance at all times this Contract is in effect and for the stated periods after final completion of the Project:

- (1) Workers' Compensation insurance meeting the statutory requirements of the State of Idaho.
- (2) Employers' Liability insurance providing limits of liability in the following amounts:

Bodily Injury by Accident:	\$100,000 each accident
Bodily Injury by Disease:	\$500,000 policy limit
Bodily Injury by Disease:	\$100,000 each employee

- (3) Commercial General Liability insurance providing limits of liability in the following amounts, with aggregates applying separately on a "per project" basis:

General Aggregate:	\$2,000,000
Product/Completed Operations Aggregate:	\$2,000,000
Personal & Advertising Injury Liability:	\$1,000,000
Per Occurrence:	\$1,000,000
Fire Legal Liability:	\$ 50,000

The Commercial General Liability ("CGL") insurance policy shall be written on an "Occurrence" form and shall cover liability arising from premises, operations, independent contractors, products, completed operations, personal injury, advertising injury, and liability assumed under an insured contract (including tort liability of another assumed in a contract). Canyon County and its elected officials, agents, employees, successors and assigns shall be included as Additional Insureds under the CGL with the Additional Insured endorsement providing coverage for Completed Operations.

- (4) Business Automobile Liability insurance providing bodily injury and property damage liability coverage for not less than \$1,000,000 each accident limit. Business Automobile Liability insurance shall be written on a standard ISO policy form, or an equivalent form, providing coverage for liability arising out of owned, hired, or non-owned vehicles in connection with this Contract.

Each of Bidder's subcontractors and suppliers shall procure and maintain equivalent insurance coverage as described in subparagraphs 1 through 4

above and certificates evidencing such coverage must be presented to Canyon County before the subcontractors or suppliers are permitted on the site of the project. If subcontractors do not have the required insurance, Bidder's policies must provide equivalent coverage for the subcontractors and their work.

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 the independent contractor of COUNTY and in no way an employee or agent of COUNTY and is not entitled to worker's compensation or any 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 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 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 background check. COUNTY shall provide CONTRACTOR with written justification as to the reason(s) 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 the full contracted amount and 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, and CONTRACTOR shall provide a new Bond, or evidence satisfactory to COUNTY of renewability, at least sixty (60) calendar days before the 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. Said Performance Bond shall cover CONTRACTOR's failure to faithfully perform all of the provisions of this Agreement. Said Performance Bond 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 Bond. Such 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 the full contracted amount and 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, and CONTRACTOR shall provide a new Payment Bond, or evidence satisfactory, to COUNTY of renewability 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. Said 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 bonds must guarantee CONTRACTOR's performance from the date of the Agreement execution up to and including the project acceptance and completion of Agreement and the payment bond must guarantee CONTRACTOR's payment obligations arising from this Agreement from the date of the Agreement execution up to and including the system acceptance testing and completion of 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 Contract will not exceed One Hundred Thousand Dollars (\$100,000).

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

10.3 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.

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

DATED this _____ day of _____, 2024.

Yes	No	Did Not Vote
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_____, Deputy Clerk

(Name/Title)

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.

Notary Public for Idaho
Residing at: _____
My Commission Expires: _____