**SUPPLEMENTARY INSTRUCTIONS TO BIDDERS**

**NOTICE:**

The following supplements modify and are to be used in conjunction with the Instructions to Bidders AIA Document A701 - 1997. These Supplementary Instructions supersede and take precedence over those portions of the Instructions to Bidders which are added to, deleted from, or otherwise modified herein. Unaltered portions of AIA A701 - 1997, shall remain in effect.

**ARTICLE 4: BIDDING PROCEDURES**

**4.2 Bid Security**

Add the following Clause 4.2.1.1 to 4.2.1:

**4.2.1.1** To be considered, proposals must be accompanied by an acceptable security, in an amount not less than five (5) percent of the total amount of the bid. The security may be in the form of a bond, or a certified or cashier's check.

Add the following Clause 4.2.3.1 to 4.2.3:

**4.2.3.1** The bidder's security will be returned promptly after the Owner and the accepted bidder have executed a contract, or, if no award has been made within thirty (30) days after the opening of bids; upon demand of the bidder at any time thereafter, so long as he has not been notified of the acceptance of his bid.

Add the following Subparagraph to 4.2:

**4.2.4** A successful bidder who fails to sign the contract for the work or furnish the required bonds within ten (10) days after he has received notice of the acceptance of his bid, shall forfeit his security deposit. The Owner may then award the contract to the next lowest bidder, in which event any excess of the lowest bidder's security over the difference between the lowest and next lowest bids will be returned to the lowest bidder or, if a bidder's bond is used, to the surety. If, upon a forfeiture by the lowest bidder, the Owner does not award the contract to the next lowest bidder, the security will be applied toward the planning and bid invitation costs.

**4.3 Submission Of Bids**

Add the following Clause 4.3.1.1 and 4.3.1.2 to 4.3.1:

**4.3.1.1** The mailing envelope containing the bid shall be addressed as follows:

Sealed Bid

Architectural & Engineering Services

University of Idaho

875 Perimeter Drive MS2281

Moscow, Idaho 83844-2281

**4.3.1.2** Along with his bid, the bidder shall submit an affidavit certifying his compliance with Idaho Code, Title 72, Chapter 17, requiring the contractor and his subcontractors at the time of bid to provide a drug-free workplace program and to maintain such program throughout the duration of the contract.

**ARTICLE 5: CONSIDERATION OF BIDS**

Add the following Paragraphs 5.4 through 5.6 to Article 5:

**5.4 Public Works Contractor's License**

5.4.1 This Public Works project **is not** financed in whole or in part by Federal Aid Funds. Bid proposals will be accepted from those contractors only (prime contractors, subcontractors, and/or specialty contractors) who, **prior to the bid opening,** hold current licenses as public works contractors in the State of Idaho in accordance with Public Works Contractors' State License Law, Title 54, Chapter 19, Idaho Code, as amended.

5.4.1 This Public Works project **is** financed in whole or in part by Federal Aid Funds. Bid proposals will be accepted from those contractors only (prime contractors, subcontractors, and/or specialty contractors) who, **at the time of the award of contract,** hold current licenses as public works contractors in the State of Idaho in accordance with Public Works Contractors' State License Law, Title 54, Chapter 19, Idaho Code, as amended.

**5.5 Naming Of Subcontractors**

**5.5.1** Section 67-2310, Idaho Code, requires general (prime) contractors to include in their bids the name of the subcontractors who shall, in the event the Contractor secures the contract, subcontract the plumbing, heating and air conditioning, and electrical work under the general (prime) contract. Failure to name subcontractors as required by this section shall render any bid submitted by a general (prime) contractor unresponsive and void. Subcontractors named in accordance with the provisions of this section must possess an appropriate license or certificate of competency issued by the State of Idaho covering the contractor work classification in which the subcontractor is named.

This law has been interpreted to mean three separate areas of work: 1) plumbing work, 2) heating and air conditioning work, and 3) electrical work. This law has also been interpreted to mean the entity that will perform the work at the site, regardless of contractual relationship whether a subcontractor, a sub-subcontractor, or the prime contractor submitting the bid.

With regard to possessing an appropriate license or certificate of competency all subcontractors listed by the general (prime) contractor must have at the time of the bid opening a current license in the appropriate category **OR** contractor must have at the time of the award of the contract a current license in the appropriate category (class, type and specialty category) as issued by the Public Works Contractors State License Board. In addition, plumbing and electrical subcontractors shall have at the time of the bid opening a valid plumbing contractors license or electrical contractors license, respectively, as issued by the Idaho Department of Labor and Industrial Services.

In determining if the above listed subcontractors are required on the project, the Department of Architectural & Engineering Services will refer to the plans and specifications. If doubt exists, the architect/engineer who prepared the plans and specifications will be requested to make the determination. If plumbing, heating and air conditioning or electrical work is not shown on the plans and specifications, but is discovered by the bidder subsequent to the date of bid opening, then the bidder must request clarification from the architect/engineer. Absent such clarification, work will be considered incidental and naming of a subcontractor will not be required.

**5.6 Idaho Domiciled Contractors**

**5.6.1** Section 67-2348, Idaho Code, requires the University of Idaho to apply a preference in determining which contractor submitted the lowest responsible bid. If the contractor who submitted the lowest dollar bid is domiciled in a state which has preference law which penalizes Idaho domiciled contractors, then the University of Idaho must apply preference. The preference that will be applied is the preference law of the domiciliary state of the contractor who submitted the lowest dollar bid.

Generally speaking, a contractor's domiciliary state is the state in which the contractor's home office is located. If federal funds are involved in the project, then no preference will be used.

**ARTICLE 6: POST-BID INFORMATION**

**6.3 Submittals**

Delete Subparagraphs 6.3.3 and 6.3.4 and substitute the following:

**6.3.3** Prior to the award of the contract, the Owner will notify the bidder in writing of any objections it has, to any proposed person or entity. If the Owner has reasonable objection to any such proposed person or entity, the bidder may, at his option 1) withdraw his bid, 2) submit an acceptable substitute person or entity with an adjustment in his bid price or cover the difference in cost occasioned by such substitution, or 3) ask for an administrative hearing to determine the responsibility of any such proposed person or entity.

**6.3.4** The bidder shall exercise his option in writing within three (3) days after the Owner delivers Notice of Objection to a proposed person or entity to the bidder. If the bidder fails to exercise his option, then the Owner may disqualify the bidder. If the bidder requests an administrative hearing, then the Owner shall schedule a hearing not less than ten (10) days after the Notice of Objection to a proposed person or entity was served upon the bidder. In the event of either withdrawal or disqualification under this subparagraph, bid security will not be forfeited, notwithstanding the provisions of Paragraph 4.4.1.

**ARTICLE 7: PERFORMANCE BOND AND PAYMENT BOND**

**7.2 Time Of Delivery And Form Of Bonds**

Add the following Clause 7.2.2.1 to 7.2.2:

**7.2.2.1** Performance Bond and Payment Bond required for this project shall be written by a surety company authorized to do business in Idaho.

END OF SUPPLEMENTARY INSTRUCTIONS TO BIDDERS