

**REQUEST FOR INFORMAL BIDS**  
**(On-Call Services – ISVH-Post Falls, Idaho)**

**Idaho Division of Veterans Services**

**On-Call Service:** Fire Alarm Panel Inspection & Repair Services

**Date of Issuance:** April 11, 2023

The State of Idaho, Division of Veterans Services will receive informal bids for the services identified in section A below until April 25, 2023 local time on 5:00pm MST. Bidders must submit bids on the Contractor's Informal Bid form or submit a bid that is clear, concise and contains all the information required by this Request for Informal Bids and the Contractor's Informal Bid form. All bids must be signed by a person authorized to bind the bidder. The Division of Veterans Services will accept informal bids received by the Division of Veterans Services at 351 Collins Road, Boise ID 83702 at or before the above date and time. The Division of Veterans Services will not accept facsimile transmission of bids, however bids may be emailed to: [danny.arnold@veterans.idaho.gov](mailto:danny.arnold@veterans.idaho.gov)

A. **Services.** The services shall include labor and materials required to perform services related to Fire Alarm Panel Inspection & Repair Services. The worksite for the services shall be Idaho State Veterans Home – Post Falls 590 S. Pleasant View Rd. Post Falls, Idaho 83854. The term of the on-call agreement will be one (1) year from the execution of the Division of Veterans Services' Public Works Contract. The Division may extend the contract upon written notice to the Contractor for two (2) additional one (1) year renewal periods. The costs proposed in the bidder's Informal Bid shall be binding for the initial one (1) year period and for the additional renewal periods, if exercised by the Division. The successful bidder must hold in good standing all licenses required to perform such services.

B. **Site Visits.** The Division of Veterans Services will allow visits of the project site as follows:

**Bidders may schedule an on-site inspection by contacting Scott Clark at 360-908-8704**

**Costs.** The Contractor shall propose hourly labor costs and materials costs with no more than a ten percent (10%) markup. The costs billed by the successful bidder shall not exceed the bidder's Informal Bid and the bidder shall receive only actual costs as more particularly described in the Public Works Contract. Bidders should carefully review the terms in the Public Works Contract.

D. **Contractor Requirements.** The Division of Veterans Services requires that the successful bidder enter into the Division of Veterans Services' Public Works Contract. Bidders should carefully review the terms in the Public Works Contract. Copies of the Public Works Contract and the laws referenced below are available to potential bidders upon request. Requirements include:

- Compliance with the provisions of Idaho Code sections 44-1001 and 1002 concerning employment of Idaho residents.
- Compliance with the provisions of Idaho Code section 72-1717 concerning alcohol and drug-free workplaces and submission of an alcohol and drug-free workplace affidavit.
- Compliance with the provisions of Idaho Code section 63-1502 concerning authorization to do business in Idaho and certification of payment of taxes.
- The successful bidder and all subcontractors and specialty contractors are solely responsible for determining if they are required to hold a public works contractor license or post a bond as required by Idaho Code title 54 chapter 19. The Division of Veterans Services has determined that the cost of any single request for services by the successful bidder will not exceed \$10,000. Pursuant to Idaho Code section 54-1903(i), the Division of Veterans Services' does not require that the successful bidder hold a public works contractors license or post a performance bond and a payment bond as set forth in Idaho Code section 54-1926. If any single call for service exceeds \$10,000, the successful bidder must comply with the provisions of Idaho Code title 54 chapter 19.
- The following insurance: Commercial general liability with a combined single limit not less than \$500,000 per occurrence and in the aggregate; Workers' compensation as required by law, including employer's liability at minimum limits of \$100,000/\$500,000/\$100,000; and Automobile liability with combined single limit per occurrence not less than \$500,000.
- The Contractor shall not substitute or vary the materials or subcontractors specified in the Request for Bids or the Bid without the prior written permission of the Division.

## SCOPE OF WORK

1. Work Location. Contractor shall provide the services set forth in this Contract at the following Division locations (the "Facility"):

Idaho State Veterans Home – Post Falls  
590 S. Pleasant View Rd.  
Post Falls, ID 83854

**Lead Contact for this RFQ is:**

Danny Arnold  
208-780-1326  
[danny.arnold@veterans.idaho.gov](mailto:danny.arnold@veterans.idaho.gov)

**\*\*Questions regarding this solicitation must be sent to the RFQ Lead\*\***

Contact for scheduling site walkthrough is:

Scott Clark 360-908-8704  
[scott.clark@veterans.idaho.gov](mailto:scott.clark@veterans.idaho.gov)

2. Services. Contractor shall:

Perform inspections and diagnostic tests for the accessible peripheral devices listed below and currently connected to the facility fire alarm system by trained technicians to include all parts and labor. Tests will be scheduled in advance.

**Post Falls**

The Honeywell fire panel is a 318-point addressable Fire Alarm Control Panel, one SLC Loop. Includes 2, 80-character LCD display, single printed circuit board and cabinet. The list includes the quantity and inspection frequency of each item:

Item	Quantity	Inspection Frequency
Honeywell System Main Fire Alarm Panel (MS-9600UDLS(E))	1	Annual
Cellular Communicator	1	Annual
Fire Alarm Power Supply	4	Annual
Fire Alarm Remote Annunciator	1	Annual
Manual Pull Station	16	Annual
Smoke Detector	63	Annual
Fire/Carbon Monoxide Detector with sounder base	15	Annual
Relay Module	9	Annual
Monitor Module	6	Annual
Dual Monitor Module	5	Annual

## SCOPE OF WORK

Contractor's Initials \_\_\_\_\_  
Division Representative's Initials \_\_\_\_\_

Multi-voltage Conventional Relay	9	Annual
Wall Mount Strobe, Red	10	Annual
Ceiling Mount Strobe, Red	23	Annual
Wall Mount Horn/Strobe, Red	44	Annual
Ceiling Mount Horn/Strobe, Red	53	Annual
Duct Smoke Detectors	12	Annual
Wall Mount Horn/Strobe, Weatherproof, Red	2	Annual
Sprinkler Water Flow Switch	2	Annual
Sprinkler Tamper Switch	4	Annual
Sprinkler Low Air Switch	2	Annual
Sprinkler Pressure Switch	2	Annual
Sprinkler Post Indicator Valve	1	Annual
Kitchen Hood Suppression System	1	Semi Annual
Model FX Dry Pipe Valve System	1	Annual

**SCOPE OF WORK**

Contractor's Initials \_\_\_\_\_  
Division Representative's Initials \_\_\_\_\_

**1) FIRE ALARM PANEL AND PERIPHERAL COMPONENT REPLACEMENT FOR FIRE ALARM SYSTEMS:**

Component replacement on the central processing unit, including reprogramming of system due to failure, replacement of circuit boards, and all components in the control panels, annunciator panels, transponders, printers, keyboards monitors, and peripheral devices (smoke detectors, pull stations, audible/ visible units, door contacts, etc.) associated with system. Component replacement must be approval by Home Administrator or Building Facility Foreman prior to any component being replaced. The replacement of the entire fire alarm panel, batteries, faulty wiring and/or ground faults are not covered.

**DOCUMENTATION:**

Accessible components and devices logged for:

- Location of each device tested, including system address or zone location
- Test results and applicable voltage readings will be provided to Building Facility Foreman or designee.
- Any discrepancies found noted (individually and on a separate summary page)
- Inspection documentation provided will be provided to Building Facility Foreman or designee.

NOTE: Certain additional services may be required by the respective Authority Having Jurisdiction (AHJ). AHJ or internal organizational requirements may be more restrictive than state/provincial requirements.

Perform annual inspections and diagnostic tests for the fire sprinkler system currently connected to the facility fire alarm system. Provide reports and documentation of inspections as per NFPA 25. All work is to be performed by trained technicians to include all parts and labor. Test will be scheduled in advance.

**2) SPRINKLER TEST & INSPECT - BACKFLOW SYSTEM TEST AND INSPECTION:**

Trained technicians will perform inspections and diagnostic tests according to NFPA regulations for the accessible fire sprinkler devices listed and currently connected to fire sprinkler system. Tests will be scheduled in advance.

**DOCUMENTATION:**

Accessible components and devices logged for:

- Test results will be provided to Building Facility Foreman or designee.
- Any discrepancies found noted (individually and on a separate summary page)

**3) SEMI ANNUAL KITCHEN HOOD TEST & INSPECT - ANSUL HOOD SYSTEM TEST AND INSPECTION:**

**SCOPE OF WORK**

Contractor's Initials \_\_\_\_\_  
Division Representative's Initials \_\_\_\_\_

Trained technicians will perform inspections and diagnostic tests for the accessible kitchen fire suppression devices listed and currently connected to kitchen fire suppression system. Tests will be scheduled in advance.

**DOCUMENTATION:**

Accessible components and devices logged for:

- Location of each device tested, including system address or zone location
- Test results and applicable voltage readings will be provided to Building Facility Foreman or designee.
- Required device tags

**4) SPRINKLER TEST & INSPECT - WET SPRINKLER SYSTEM TEST AND INSPECTION:**

Trained technicians will perform inspections and diagnostic tests for the accessible fire sprinkler devices listed and currently connected to fire sprinkler system. Tests will be scheduled in advance.

**DOCUMENTATION:**

Accessible components and devices logged for:

- Test results will be provided to Building Facility Foreman or designee.
- Any discrepancies found noted (individually and on a separate summary page)

**5) SMOKE DETECTOR SENSITIVITY TESTING - 100% OF DEVICES EVERY ODD YEAR TEST AND INSPECTION:**

**SENSITIVITY TESTING FOR CONVENTIONAL SMOKE DETECTORS:**

Smoke detector sensitivity testing will be performed on smoke detectors. Testing will be performed using UL/ULC approved sensitivity testing equipment. Devices performing outside the listed sensitivity range will be re-cleaned and re-tested, and, if necessary, noted and recommended for replacement to Building Facility Foreman or designee.

NOTE: Certain types of analog smoke sensors automatically satisfy this testing requirement through sensitivity reports printed from the fire alarm panel. Excludes duct smoke detectors.

**6) SERVICE DURING NORMAL WORKING HOURS:**

Service Provided during normal working hours, Monday-Friday 8:00 am PST to 5:00 pm PST). This service includes labor, and material charges for repairs associated with normal wear and tear. Standard service will be provided within 24 hours of notification Monday through Friday, unless outlined in the agreement.

**SCOPE OF WORK**

Contractor's Initials \_\_\_\_\_  
Division Representative's Initials \_\_\_\_\_

**7) EMERGENCY SERVICE DURING NON-NORMAL WORKING HOURS:**

Emergency service provided during non-normal working hours. Emergency services hours must be pre-approved by Home Administrator, Building Facility Foreman or designee. This service includes labor, and material charges for repairs associated with normal wear and tear. Emergency service will be provided within two (2) hours of notification, unless outlined in the agreement.

**SCOPE OF WORK**

Contractor's Initials \_\_\_\_\_  
Division Representative's Initials \_\_\_\_\_

## INFORMAL BID

### IDAHO DIVISION OF VETERANS SERVICES

**Project:** ISVH – Post Falls Fire System Maintenance

**Contractor:** \_\_\_\_\_

Contact: \_\_\_\_\_

Print Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

Email: \_\_\_\_\_

**Repair Labor Rates:** (Complete only as necessary for the project)

<b>Technician</b>		
Normal Business Hourly Rate	\$	per hour
Non-Business/Emergency Hourly Rate	\$	per hour

**Repair Material Markup:** No more that 10% markup allowed - \$\_\_\_\_\_

**\*\*Fuel surcharges are not an allowable expense and cannot be included in your bid\*\***

Submit the following with this Informal Bid:

- Certificate(s) of Insurance
  - COI must contain within the Certificate Holder Section of the document:
    - Idaho State Veterans Home – Post Falls  
590 S. Pleasant View Rd.  
Post Fall, ID 83854
- Alcohol and Drug-free Workplace Affidavit
- Contractor's Affidavit Concerning Taxes

The undersigned proposes to do the above work in accordance with the Request for Informal Bids and all attachments thereto. This Informal Bid shall be binding upon the undersigned for thirty (30) days following the closing date for submission of bids set forth on the Request for Informal Bids. The undersigned agrees to commence work upon execution of the Public Works Contract.

Business name: \_\_\_\_\_

Title: \_\_\_\_\_

Printed Name \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_



**CONTRACTOR'S AFFIDAVIT  
CONCERNING ALCOHOL AND DRUG-FREE WORKPLACE**

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

Pursuant to the Idaho Code, Section 72-1717, I, the undersigned, being duly sworn, depose and certify that \_\_\_\_\_ is in compliance with the provisions of Idaho Code section 72-1717; that \_\_\_\_\_ provides a drug-free workplace program that complies with the provisions of Idaho Code, title 72, chapter 17 and will maintain such program throughout the life of a state construction contract and that \_\_\_\_\_ shall subcontract work only to subcontractors meeting the requirements of Idaho Code, section 72-1717(1)(a).

\_\_\_\_\_  
Name of Contractor

\_\_\_\_\_  
Address

\_\_\_\_\_  
City and State

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

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Commission expires: \_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC, residing at

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

State of Idaho  
Division of Veterans Services  
Idaho State Veterans Home - Boise  
P.O. Box 7765  
Boise, Idaho 83707

CONTRACTOR'S AFFIDAVIT CONCERNING TAXES

STATE OF \_\_\_\_\_)

COUNTY OF \_\_\_\_\_)

Pursuant to the Idaho Code, Title 63, Chapter 15, I, the undersigned, being duly sworn, deposes and certify that all taxes, excises and license fees due to the State or its taxing units, for which I or my property is liable then due or delinquent, has been paid, or arrangements have been made, before entering into a contract for construction of any public works in the State of Idaho.

Name of Contractor

Tax I.D. Number

Address

City and State

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

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Commission expires:

NOTARY PUBLIC, residing at

\_\_\_\_\_  
\_\_\_\_\_

**EXAMPLE CONTRACT – DO NOT SIGN  
IDAHO DIVISION OF VETERANS SERVICES  
SERVICES CONTRACT**

This Services Contract ("Contract") is entered into as of the effective date set forth below by and between the State of Idaho, Division of Veterans Services (the "Division") and the individual, partnership, corporation or other entity executing this Contract (the "Contractor"). For and in consideration of the covenants contained in this Contract, the parties agree as set forth herein.

**Section I – Contract Documents**

1.1. The Contract consists of and precedence is established by the order of the following documents incorporated into this Contract: 1) any amendment executed by the parties, with a more recently executed amendment taking precedence over an earlier executed amendment; 2) the attachments incorporated herein; and, 3) this Services Contract. These documents are complementary and what is required by one shall be binding as if required by all. In the case of any conflict or inconsistency arising under the documents, a document identified with a lower number in this section shall supersede a higher numbered document to the extent necessary to resolve any such conflict or inconsistency. No conflict or inconsistency shall be deemed to occur in the event an issue is addressed in one of the above mentioned documents but is not addressed in another of such documents. No conflict or inconsistency shall be deemed to occur in the event an issue addressed in one of the above mentioned documents is an additional or supplemental requirement to an issue addressed in another of such documents.

1.2. The following attachments are incorporated into the Contract by this reference:

Scope of Work  
Costs and Billing  
Contractor's Informal Bid

**Section II – Term**

This Contract is effective on XXXX and shall expire on XXXX. Notwithstanding anything to the contrary herein, this Contract shall expire no later than one (1) year from the effective date with one (1) optional renewal year. This Contract may be modified, including extensions, only as provided in section 3.17 and as allowed by law.

**Section III - General Contract Terms and Conditions**

3.1. Contractor. The term "Contractor" shall mean the individual, partnership, corporation or other entity executing this Contract below and any subcontractor retained by the Contractor as permitted under the terms of the Contract.

3.2. Scope of Work. The Contractor shall perform the services set forth in the Scope of Work attached hereto and incorporated herein by this reference.

3.3. Costs and Billing. The Division shall pay the costs and the Contractor shall bill the Division as set forth in the Costs and Billing attached hereto and incorporated herein by this reference. The costs paid by the Division to the Contractor under this Contract shall not exceed

ten thousand dollars (\$10,000.00) per twelve (12) month period. If a federal or state audit indicates that payments to the Contractor fail to comply with applicable federal or state laws, rules or regulations, the Contractor shall refund and pay to the Division any compensation paid to Contractor arising from such noncompliance, plus costs, including audit costs.

3.4. Termination.

A. The Division or the Contractor may cancel the Contract at any time, with or without cause, upon sixty (60) calendar days written notice to the other party specifying the date of termination. Either party may terminate the Contract immediately upon written notice, or upon such notice as such party, in its sole discretion, deems appropriate, if at any time: (a) the other party is in material breach of any warranty, term, condition, covenant or obligation under the Contract; (b) judicial interpretation of federal or state laws, regulations, or rules renders fulfillment of the Contract infeasible or impossible; (c) Contractor's license or certification required by law is suspended, not renewed, or is otherwise not in effect at the time service is provided; (d) Contractor fails to comply with any applicable law, regulation, or rule; or, (e) the actions or inactions of the Contractor materially jeopardize one or more of the following: payments to the Division under Medicare, Medicaid, or a United States Department of Veterans Affairs program; or, compliance with the terms of a federal or state license or certification held by the Division.

B. Upon termination by the Division, Contractor shall: (a) promptly discontinue all work, unless the termination notice directs otherwise; (b) promptly return to the Division any property provided by the Division pursuant to the Contract; and, (c) deliver or otherwise make available to the Division all data, reports, estimates, summaries and such other information and materials as may have been accumulated by Contractor in performing the Contract, whether completed or in process. Upon termination, the Division may take over the services and may award another party a contract to complete the services contemplated by the Contract. Upon termination for cause, the Division shall be entitled to reimbursement from Contractor for losses incurred as a result of the Contractor's breach. Any termination, cancellation, or expiration of the Contract notwithstanding, provisions which are intended to survive and continue shall survive and continue.

3.5. Independent Contractor. Contractor's status under the Contract shall be that of an independent contractor and not that of an agent or employee of the Division or the State of Idaho. Contractor shall be responsible for paying all employment-related taxes and benefits, such as federal and state income tax withholding, social security contributions, worker's compensation and unemployment insurance premiums, health and life insurance premiums, pension contributions and similar items for Contractor, its employees and its agents. Contractor shall indemnify the Division and hold it harmless from any and all claims for taxes, including but not limited to social security taxes, penalties, attorneys' fees and costs that may be made or assessed against the Division arising out of Contractor's failure to pay such taxes, fees or contributions.

3.6. Indemnification. To the extent of the Contractor's negligence, willful misconduct, or breach of the agreement, the Contractor shall indemnify, defend and save harmless the State of Idaho and the Division, its officers, agents and employees from and against any and all liability, claims, damages, losses, expenses, actions, attorneys' fees and suits whatsoever caused by or arising out of or relating to the activities of Contractor or its officers, employees, subcontractors, or agents under this contract, or arising from the Contractor's, its officers, employees, subcontractors, or agents failure to comply with any applicable state, federal, local law, statute,

rule, regulation or act. This duty to indemnify, defend and hold harmless shall encompass any claims that include or allege negligence of Contractor, its agents, officers or employees other than claims which arise solely out of the negligence on the part of the State of Idaho, and this duty shall survive the termination or expiration of this Contract.

3.7 Insurance. Contractor shall obtain and maintain insurance at its own expense as required herein for the duration of the Contract, and comply with all limits, terms and conditions stipulated. Policies shall provide, or be endorsed to provide, all required coverage. The Contractor shall provide certificates of insurance or certified endorsements as applicable for the insurance required. The Contractor shall not commence work under this Contract until satisfactory evidence of all required insurance is provided to the Division.

All insurance, except for Workers Compensation, and Professional Liability/Errors and Omissions shall name the State of Idaho and (agency) as Additional Insured. All insurance shall be with insurers rated A-, VII, or better in the latest Bests Rating Guide, and be in good standing and authorized to transact business in Idaho. The coverage provided by such policies shall be primary. Policies may contain deductibles, but such deductibles shall not be deducted from any damages due the Division or the state of Idaho.

If any of the liability insurance required for this Contract is arranged on a "claims-made" basis, "tail coverage" will be required at the completion or termination of this Contract for a duration of twenty-four (24) months thereafter. Continuous "claims-made" coverage will be acceptable in lieu of "tail-coverage" provided the retroactive date is on or before the effective date of this Contract, or twenty-four-months "prior acts" coverage is provided. Contractor will be responsible for furnishing certification of "tail coverage" or continuous "claims-made" coverage.

By requiring insurance herein, the Division does not represent that coverage and limits will necessarily be adequate to protect the Contractor, and such coverage and limits shall not be deemed as a limitation on the Contractor's liability under the indemnities granted to the Division.

Contractor shall maintain insurance in amounts not less than the following:

Commercial General Liability (CGL) with a limit of not less than \$1,000,000 each occurrence, and \$1,000,000 annual aggregate, if defense is outside the limits. If defense is inside the limits, the limit must be \$2,000,000 each occurrence, and \$2,000,000 aggregate. If necessary, a commercial umbrella or excess policy may be used to meet the limits required, providing the CGL is listed on the underlying insurance in the umbrella or excess policy, and the umbrella/excess policy meets the requirements above for acceptable carriers.

If specified in an attachment to this Contract, Automobile Liability including owned, non-owned, and hired liability with a limit of not less than \$1,000,000 each occurrence, and \$1,000,000 aggregate. If necessary, a commercial umbrella or excess policy may be used to meet the limits required, providing the Auto is listed on the underlying insurance in the umbrella or excess policy, and the umbrella/excess policy meets the requirements above for acceptable carriers.

Workers Compensation Insurance in amounts as required by statute in all states in which the contractor performs work, and Employers' Liability with a limit of \$100,000 Bodily Injury by Accident-each Accident, \$100,000 Bodily Injury by disease-each employee, \$500,000 Bodily Injury by Disease-policy limit.

If specified in an attachment to this Contract, Professional Liability insurance covering any damages caused by an error, omission or any negligent acts. Combined single limit per occurrence and annual aggregate limit shall not be less than the amounts specified in such attachment or the equivalent.

3.8. Assignment and Subcontracting. Unless otherwise allowed by the Division in this Contract, Contractor shall not subcontract all or any portion of the Contract without the prior written approval of the Division. The Division will approve subcontracts in the Division's sole judgment and under such terms and conditions as the Division shall deem necessary, including but not limited to licenses and insurance coverage. Notwithstanding the Division's approval of any subcontract, the Contractor shall be solely responsible for the satisfactory performance of all subcontractors and subcontracted services and for the compensation of all subcontractors. Contractor shall be and shall remain liable for all damages to the Division caused by negligent performance or non-performance of the subcontracted services.

Neither party may assign its rights or delegate its duties, in whole or in part, without the prior written consent of the other except that Contractor may assign as collateral its right to payment under the Contract with prior written notice to the State.

3.9. Records. Contractor shall maintain all records and documents relevant to the Contract for seven (7) years from the date of final payment to Contractor. If an audit, litigation or other action involving records is initiated before the seven (7) year period has expired, Contractor shall maintain records until all issues arising out of such actions are resolved, or until an additional three (3) year period has passed, whichever is later. If the existence of Contractor is terminated by bankruptcy or any other cause, all records related to the Contract in Contractor's possession shall become the property of the Division and Contractor shall immediately deliver such records to the Division. All records and documents relevant to the Contract shall be available for and subject to inspection, review or audit, and copying by the Division and other personnel duly authorized by the Division, and by federal and state inspectors or auditors. The Contractor shall make its records available to such parties at all reasonable times, at either the Contractor's principal place of business or upon premises designated by the Division.

Pursuant to Idaho Code section 9-355 et seq., information or documents received from the Contractor may be open to public inspection and copying unless exempt from disclosure. If the Contractor maintains an individual document is exempt, the Contractor shall clearly designate, on each exempt page, that the page is "exempt" and identify the statutory basis for exemption. The Division reserves the right to confirm an exemption designation. The Contractor shall indemnify and defend the Division against all liability, claims, damages, losses, expenses, actions, attorney fees and suits whatsoever for honoring such a designation or for the Contractor's failure to designate an individual document as exempt.

3.10. Compliance with Law. Contractor shall comply with all requirements of federal and state statutes, rules, and regulations applicable to Contractor and to the services performed by Contractor under this Contract. Applicable laws may include state and federal laws regarding nondiscrimination, public records, lobbying, healthcare information, debarment from governmental contracting, conflicts of interest, and business and professional licensing. The Contractor shall execute certifications of compliance with applicable law at the request of the Division.

3.11. Governing Law, Registration and Service of Process. The Contract shall be governed by and construed under the laws of the State of Idaho and the parties hereto consent to the jurisdiction of the state courts of Ada County in the State of Idaho in the event of any dispute with respect to the Contract. Businesses transacting business with the state of Idaho must register with the Idaho Secretary of State. Contractor must independently determine whether they are required with the Secretary of State and, if so, must register and remain in good standing for the term of this Contract. If Contractor does not maintain a valid registered agent set forth in the records of the Secretary of State, Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested, or the international equivalent at its last known address. Service shall be completed upon Contractor's actual receipt of process, or upon the Division's receipt of the return of service documents as refused or undeliverable. Contractor shall have thirty (30) calendar days after completion of service in which to respond.

3.12. Officials Not Personally Liable In no event shall any official, officer, employee or agent of the State of Idaho or of the Division be liable or responsible for any representation, statement, covenant, warranty or obligation contained in, or made in connection with, the Contract, express or implied.

3.13. Notices. Any notice given in connection with the Contract shall be given in writing and shall be delivered either by hand or by certified mail, return receipt requested, to the other party at the address stated below the party's signature. Either party may change its address by giving notice of the change in accordance with this section.

3.14. Attorney Fees. Notwithstanding any statute to the contrary, in the event of a legal proceeding of any kind instituted under the Contract or instituted to obtain performance or to remedy a default under the Contract, the prevailing party shall be awarded such additional sums as the court may adjudge for reasonable attorney fees and to pay all costs and disbursements incurred in connection therewith.

3.15. Fiscal Necessity and Non-Appropriation. The Division is a government entity and it is understood and agreed that the Division's payments herein provided for shall be paid from Idaho State Legislative appropriations. The Legislature is under no legal obligation to make appropriations to fulfill this Contract. This Contract shall in no way or manner be construed so as to bind or obligate the state of Idaho beyond the term of any particular appropriation of funds by the State's Legislature as may exist from time to time.

The Division reserves the right to terminate this Contract in whole or in part (or any order placed under it) if, in its sole judgment, the Legislature of the State of Idaho fails, neglects, or refuses to appropriate sufficient funds as may be required for the Division to continue such payments, or requires any return or "give-back" of funds required for the Division to continue payments, or if the Executive Branch mandates any cuts or holdbacks in spending, or if funds are not budgeted or otherwise available, or if the Division discontinues or makes a material alteration of the program under which funds were provided. The Division shall not be required to transfer funds between accounts in the event that funds are reduced or unavailable.

All affected future rights and liabilities of the parties shall thereupon cease within ten (10) calendar days after notice to the Contractor. Further, in the event of non-appropriation, the Division shall not be liable for any penalty, expense, or liability, or for general, special, incidental, consequential or other damages resulting therefrom.

3.16. Nonwaiver of Breach. The failure of the Division to require strict performance of any term or condition of the Contract, or to exercise any option herein, in any one or all instances shall not be construed to be a waiver or relinquishment of any such term or condition. The same shall be and remain in full force and effect unless there is a prior written waiver by the Division.

3.17. Complete Statement of Terms. The Contract constitutes the entire agreement between the parties hereto and shall supersede all previous proposals, oral or written, negotiations, representations commitments, and all other communications between the parties. The Contract may not be released, discharged, changed, extended, modified, subcontracted or assigned in whole or in part, and no claim for additional services not specifically provided herein will be allowed by the Division, except to the extent provided by an instrument in writing signed by a duly authorized representative of the Division and the Contractor.

3.18. Illegal Aliens. Contractor warrants that this Contract is subject to Executive Order 2009-10 and any subsequently issued Executive Order of the Governor concerning the engagement of illegal aliens by a vendor of the state of Idaho; it does not knowingly hire or engage any illegal aliens or persons not authorized to work in the United States; it takes steps to verify that it does not hire or engage any illegal aliens or persons not authorized to work in the United States; and, that any misrepresentation in this regard or any employment of persons not authorized to work in the United States constitutes a material breach of this Contract and shall be cause for termination.

3.19. Notice to Contractors and Agents as required by 6032 of the Deficit Reduction Act of 2005. Consistent with section 6032 of the Deficit Reduction Act of 2005 (the "DRA"), the Division has established a policy that provides detailed information about the False Claims Act, the Program Fraud and Civil Remedies Act, state false claims laws, and its own policies and procedures for detecting and preventing fraud. The policy also describes whistleblower protections under the federal and state laws. A copy of this policy can be obtained by requesting a copy from the Division. For purposes of the DRA, the Center for Medicare and Medicaid Services' ("CMS") position is that contractors or agents must adopt the policy of the contracting entity and provide information concerning the policy to all employees who have contact with the contracting entity. CMS has defined "contractor or agent" as a contractor or agent that, on behalf of an entity like the Division, furnishes or otherwise authorizes the furnishing of Medicaid health care items or services, performs billing or coding functions, or is involved in monitoring healthcare. Contractor may be a contractor or agent of the Division for purposes of the DRA. Contractor shall comply with the requirements of the DRA, including adopting policies and informing Contractor's staff as contemplated by the DRA.

3.20 Nondiscrimination. Acceptance of this Contract binds the Contractor to the terms and conditions of Section 601, Title VI, Civil Rights Act of 1964, in that "No person in the United States shall, on the grounds of race, color, national origin, or sex, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity receiving Federal financial assistance." In addition, "No other wise qualified handicapped individual in the United States shall, solely by reason of his handicap, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance" (Section 504 of the Rehabilitation Act of 1973). Furthermore, for contracts involving federal funds, the applicable provisions and requirements of Executive Order 11246 as amended, Section 402 of the Vietnam Era Veterans Readjustment Assistance Act of 1974, Section 701 of Title VII of the Civil Rights Act of 1964, the Age Discrimination in



Employment Act of 1967 (ADEA), 29 USC Sections 621, et seq., the Age Discrimination Act of 1975, Title IX of the Education Amendments of 1972, U.S. Department of Interior regulations at 43 CFR Part 17, and the Americans with Disabilities Action of 1990, are also incorporated into this Agreement. The Contractor shall comply with pertinent amendments to such laws made during the term of the Agreement and with all federal and state rules and regulations implementing such laws. The Contractor must include this provision in every subcontract relating to this Agreement.

3.21 Sovereign Immunity. Nothing contained herein shall be deemed to constitute a waiver of the State of Idaho's sovereign immunity, which immunity is hereby expressly reserved.

3.22 Anti-Boycott of Israel: CERTIFICATION CONCERNING BOYCOTT OF ISRAEL Pursuant to Idaho Code section 67-2346 (effective July 1, 2021), if payments under the Contract exceed one hundred thousand dollars (\$100,000) and Contractor employs ten (10) or more persons, 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 section 67-2346 shall have the meaning defined therein.

3.23 Disclosure of Abortion related matters: By signing this contract, Contractor acknowledges the following: The State is subject to the No Public Funds for Abortions Act. Idaho Code title 18, chapter 87 (the "Act") and State employee who intentionally violate the provisions of the Act are subject to criminal prosecution. The State requests that the Contractor disclose, unless Contractor is within one of the exemptions provided in the Act, if it or an affiliate is or becomes, during the term of this Contract (If Contractor is awarded this Contract), an abortion provider and if it will use State facilities or public funds to provide, perform, participate in, promote or induce, assist, counsel in favor, refer or train a person for an abortion related activity. Please refer to the Act for definitions of the terms.

IN WITNESS WHEREOF, the parties have executed this agreement.

CONTRACTOR:

STATE OF IDAHO:

Division of Veterans Services

(Organization)

By \_\_\_\_\_

By \_\_\_\_\_

Its

Its Purchasing Agent

Address:

Address: 351 Collins Road  
Boise, ID 83702

Attention:

Attention: Danny Arnold

Date:

Date:

DRAFT

## **COSTS AND BILLING**

The Division shall pay the Contractor as set forth in this Costs and Billing attachment for all work Contractor performs for the Division under the Contract. Upon approval of an invoice, the Division shall make payment in accordance with Idaho Code section 67-2302.

The Division shall not be liable to the Contractor for any expenses Contractor pays or incurs unless otherwise agreed to in writing by the Division. Except as set forth in the Contract, the Contractor shall supply, at its sole expense, all equipment, tools, materials or supplies to accomplish the services to be performed pursuant to the Contract.

The Contractor shall submit monthly invoices to the Division by the fifth (5<sup>th</sup>) day of each month containing, but not limited to, the following:

The name and address of the Contractor.

The date(s) the Contractor performed services.

The Contract number.

A description of the services.

Line item of all parts used for repairs, showing mark-up on items no more than bidders listed mark-up rate.

The Division, in its discretion, may require written documentation of invoice items as a condition of payment. If the Division requests written documentation substantiating an invoice item, the item shall be severed from the invoice until the Division approves the item and the Division shall not be liable for payment prior to approval.

**COSTS AND BILLING**

Contractor's Initials \_\_\_\_\_

Division Representative's Initials \_\_\_\_\_