



COUNTY OF CANYON

Canyon County Fair Pedestrian Bridges Project

INVITATION FOR BIDS

Issued By:

BOARD OF COUNTY COMMISSIONERS

Submit Bids to:

Board of County Commissioners

1115 Albany Street

Caldwell, Idaho 83605

Telephone: (208) 454-7507

Facsimile: (208) 454-7336

bocc@canyonco.org

Bids must be received by: 8:59 a.m., Monday, December 20, 2021

Return in a sealed envelope marked:

“Invitation for Bids for Canyon County Fair Pedestrian Bridges Project”

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

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I. INTRODUCTION

A. **Purpose of IFB:**

Notice is hereby given that Canyon County, located at 1115 Albany Street, Caldwell, Idaho is requesting bids from vendors for the purpose of acquiring pedestrian bridges for the Canyon County Fair. The purpose of this Invitation for Bids (IFB) is to provide a standard from which to evaluate your company's product as it compares to other providers and as it pertains to the needs of our organization as defined in this document. This IFB also serves as a tool to formalize negotiations to enter into a contract with the chosen vendor, if any. **YOU MUST CAREFULLY READ THIS IFB AND MUST FOLLOW THE INSTRUCTIONS IN IT. YOUR FAILURE TO READ AND CAREFULLY FOLLOW THE INSTRUCTIONS MAY CAUSE THE COUNTY TO REJECT YOUR BID.**

The project is being directed by:

Rick Britton
Canyon County Facilities
1115 Albany Street
Caldwell, Idaho 83605
(208) 454-7473
rick.britton@canyoncounty.id.gov

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

- References and demonstrated competence;
- Responsiveness to the IFB requirements;
- Ability of the bid response to accomplish the desired results;
- Customer list evaluation;
- The ability, capability and skill of the vendor to perform the contract or provide the service required;
- Options, flexibility and warranties;
- The character, integrity, reputation, judgment, and efficiency of the vendor;
- The quality of performance of previous contracts or services;
- The number and scope of conditions attached to the bid;
- Ability to complete the project in a timely manner;
- Experience with similar projects;
- Cost;
- Consideration will be given to compliance with the terms of the invitation for bids, purchase price, delivery date, parts and service facilities, analysis and comparison of equipment specification details, and past experience of the County with similar or related equipment.

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

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

B. Project Overview:

Furnish and deliver to County pedestrian bridges in accordance with the specifications set forth herein and the other terms, conditions, and instructions to the specifications set forth herein.

C. Scope of IFB:

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

D. Time:

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

E. Procedure:

Sealed bids submitted pursuant to this invitation must be received by the office of the Board of County Commissioners, Canyon County Courthouse 1115 Albany Street, Caldwell ID, 83605, no later than **8:59 a.m. Monday, December 20, 2021**. Three (3) copies of the Bid will be supplied at the time of the submittals. Late bids will not be accepted, opened or considered. Each bid shall include the legal name of the vendor and a statement of whether the vendor is a sole proprietor, a partnership, a corporation or other legal entity, and shall be signed by the person or persons legally authorized to do so.

F. Questions/Clarifications:

Bidders may submit written questions on this IFB to the Board of County Commissioners no later than **9:00 a.m., Monday, December 13, 2021**. The IFB will be amended by an Addendum with answers to questions that are timely received. No verbal answers will be binding on the County or the bidder.

Request for clarifications to the IFB will be considered only if they are submitted in writing and received by the Board of Commissioners no later than **9:00 a.m., Monday, December 13, 2021**. All clarifications to the requirements will be addressed as a written addendum to the bid. No verbal clarifications will be binding on the County or the bidder.

G. Vendor's Costs:

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

H. Delivery to County:

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

I. Calendar of Events:

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

Invitation for Bids
Canyon County Fair Pedestrian Bridges Project

1. Signing and Distribution of the IFB 9:00 a.m. Monday November 29, 2021
2. Publication Dates December 4 and December 11, 2021
- Pre-bid conference?
3. Questions/Clarifications Due 9:00 a.m. Monday, December 13, 2021
4. Objections to Requirements, Standards, Specifications
or Process Due 9:00 a.m. Monday, December 13, 2021
5. Addendum (if needed)..... 8:45 a.m. Wednesday, December 15, 2021
6. Bid Due Date..... 8:59 a.m. Monday, December 20, 2021
7. Bid Opening 9:00 a.m. Monday, December 20, 2021
8. Bid Award Notification..... 9:00 a.m. Tuesday, January 4, 2022
9. Protest to Award, if any..... 5:00 p.m. Tuesday, January 11, 2022

All events will take place in the Public Meeting Room on the first floor of the Canyon County Administration Building, 111 N.11th Ave., Caldwell, Idaho.

J. Acceptance and Rejection of Bids:

The County reserves the right:

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

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

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

K. Disclosure of Bids:

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

L Signature of Vendor Agent:

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

II. GENERAL TERMS AND CONDITIONS:

A. Introduction:

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

B. Type of Contract:

The evaluation of bids submitted in response to this IFB may result in the issuance of a contract or purchase order for pedestrian bridges to the County.

C. Termination:

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

D. Failure to Perform:

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

E. Governing Laws:

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

F. Bid Bond – Bid Security:

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

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

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

G. Insurance:

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

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

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

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

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

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

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

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

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

- a. The County, its officers, officials, employees and volunteers are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of the selected vendor products and completed operations of the vendor; premises owned, leased or used by the vendor; or automobiles owned, leased, hired or borrowed by the vendor. The coverage shall contain no special limitations on the scope of the protection afforded to the County, its officers, officials, employees or volunteers. For the general liability insurance the aggregate shall be on a per project basis.

b. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County, its officers, officials, employees or volunteers.

c. The vendor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

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

5. Indemnification: The selected vendor agrees to defend, indemnify and hold County harmless from any liability claims or damages arising out of or in any way connected with selected vendor's performance of work described in executed contract.

H. Equal Employment Opportunity:

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

I. Warranty Against Contingent Fees:

The vendor 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 vendor to secure business.

J. Vendor Personnel:

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

K. Vendor's Cooperation:

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

L. Warranty and Guarantee of availability:

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

M. Delivery:

Pedestrian Bridges to be delivered within ninety (90) days from the date of award of contract, assuming there is not a protest of award. If there is a protest, then the bridges must be delivered within ninety (90) calendar days of the County's issuance of a Notice to Deliver.

N. Exceptions To Bid Specifications:

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

O. County Claim and Payment Procedure:

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

P. Indemnity:

Vendor shall indemnify, defend and hold harmless Canyon County, and its officers, 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 Agreement or arising out of a failure to comply with federal, state or local laws or regulations.

Q. Compliance with Law:

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

R. Protest/Challenge Process:

1. Protest of IFB Requirements, Standards, Specifications, or Process. Any Bidder who wishes to protest as to the requirements, standards, specifications, or process outlined in this IFB may submit a written notification to the Board of Commissioners, to be received by the Board of Commissioners no later than **9:00 a.m. Monday, December 13, 2021**. The notification shall state the exact nature of the protest, describe the location of protested portion or clause in the bid document and explain why the provision should be struck, added, or altered, and contain suggested corrections. The Commissioners may deny the protest, require that the bid be modified, modify the bid, and/or reject all or part of the protest.
2. Protest of Contractor Award: Any participating bidder who is aggrieved in connection with the award of the contract may submit a protest to the Board of Commissioners. Any actual protesting bidder objecting to the award shall respond in writing to the notice of award from Canyon County within seven (7) calendar days of the date of transmittal of the notice and shall set forth in such objection the express reason or reasons that the award decision of the County Commissioners is in error. The County Commissioners shall review their decision and determine whether to affirm the prior award, modify the award, or choose to rebid, and shall set forth the reason or reasons for the decision.

III. VENDOR INFORMATION

A. Introduction:

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

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

The structure of the bid shall be as follows:

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

B. Cover Letter:

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

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

2. Identify the submitting firm by name, main business office, field office conducting work (if applicable), and contact person.
3. Identify the firm's parent corporation by name and business location. If the firm has no parent corporation, state that this is the case. State that you have read the IFB and are prepared to comply with contractual requirements.
4. Provide any additional explanatory information you believe will be necessary or helpful.

C. Table of Contents: Include a Table of Contents.

D. Overview of Firm:

1. Briefly summarize the history of your firm.
2. Describe the management structure of your firm. If it is responsible to a board of directors, include their names.
3. Provide evidence of your firm's financial stability.

E. Customer Reference List:

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

IV. SPECIFICATIONS OF PEDESTRIAN BRIDGES

A. Introduction:

Vendor response to the following requirements in this section is mandatory. Failure to respond to a requirement in this section, or non-adherence to a requirement in this section, may cause the bid to be rejected. See Bid Form, attached Exhibit "2," which must be used by Bidders. Attached Exhibit "3" is a draft Vendor/County contract which will form the general basis of the contract between the County and the chosen vendor, if any. The intent of this IFB is to obtain pedestrian bridges for the Canyon County Fair.

B. Requirements:

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

Specifics:

Prefabricated bridges with specifications below. The bridge needs to be fabricated from atmospheric corrosion resistant weathering steel. Floor shall be galvanized composite floor deck (with concrete and rebar by others).

Style: Crossbow

Bridge 1: Width 10', Span 50'

Bridge 2: Width 12', Span 50'

Finish: Weathering

Floor: 5" NW Concrete

Number of pieces: 1

Design Criteria: AASHTO

Live Load (psf): 90

Dead Load (psf): 76-74

Vehicle Load (kips) 10 – 20

Lifting Weight (lbs): NTE 13,500

Vert. Reaction (kips): 41.5-49.2

Horiz. Reaction (kips): 3.6 – 3.6

Truss Height (feet): NTE 6'

Railing Height: 54"

Safety Rails: Horizontal

Rail Opening: 4"

Handrail: Wood

Abutment to be designed and built by others, Electrical to be supplied and installed by others, bridges to be placed by onsite contractor. Excludes: sales tax, permitting, site conditions, crane services, deck concrete, unloading, site erection, embedded anchor bolts.

Proposal needs to include shop drawings stamped by a professional Engineer registered in the state of Idaho.

Invitation for Bids

Canyon County Fair Pedestrian Bridges Project

APPROVED this 29th day of November, 2021.

BOARD OF COUNTY COMMISSIONERS

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

	Yes	No	Did Not Vote
<u>NOT PRESENT</u> Commissioner Leslie Van Beek	<u> </u>	<u> </u>	<u> </u>
<u>Keri K. Smith</u> Commissioner Keri K. Smith	<u>X</u>	<u> </u>	<u> </u>
<u>Pam White</u> Commissioner Pam White	<u>✓</u>	<u> </u>	<u> </u>

ATTEST: CHRIS YAMAMOTO, CLERK

By: GENEO ROSS
Deputy Clerk

CLAIMS PAYMENT DATES FOR FY 2022

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

WILL BE PAID ON

2021	OCTOBER	1 15	OCTOBER	8 25
	NOVEMBER	1 16	NOVEMBER	10 24
	DECEMBER	1 16	DECEMBER	10 23
2022	DECEMBER	30	JANUARY	10
	JANUARY	17		25
	FEBRUARY	1 17	FEBRUARY	10 25
	MARCH	1 17	MARCH	10 25
	APRIL	1 15	APRIL	11 25
	MAY	2 17	MAY	10 25
	JUNE	1 16	JUNE	10 24
	JULY	1 15	JULY	11 25
	AUGUST	1 17	AUGUST	10 25
	SEPTEMBER	1 16	SEPTEMBER	9 26

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

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

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

VENDOR'S BID FORM

PROJECT: CANYON COUNTY FAIR PEDESTRIAN BRIDGES

BID DUE DATE: MONDAY, DECEMBER 20, 2021 AT 8:59 A.M.

NAME OF BIDDER: _____

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

Part 1. The undersigned having carefully examined all conditions, plans, specifications and
addenda, hereby offers and agrees that this bid:

- a. Shall be irrevocable for thirty (30) calendar days after the bid opening date and time;
- b. If accepted, shall furnish all materials, labor, transportation, service and other necessary
items, FOB destination, in compliance with the terms and conditions of the IFB documents;
- c. If accepted, the goods shall be delivered within a maximum of ninety (90) calendar days
of date of award of contract or ninety (90) calendar days of the issuance of a Notice to
Deliver by the County;
- d. Shall provide the system for the cost(s) as is stated herein.

Part 2.

Total Price of: _____

with referenced minimum specification: _____ (\$_____._____).

Total Price of: _____

with referenced minimum specification: _____ (\$_____._____).

Total Price of: _____

with referenced minimum specification: _____ (\$_____._____).

Total Price of: _____

with referenced minimum specification: _____ (\$_____._____).

Part 3.

a. We have complied with specifications as requested and have noted all exceptions as outlined in Item O of Section II of the IFB.

Exceptions Attached ☐ No Exception ☐.

b. We have complied with warranty and guarantee of availability as outlined in Item K of Section II of the IFB.

Exceptions Attached ☐ No Exception ☐.

Part 4.

Name of Manufacturer: _____

Make & Model: _____

Delivery Date: _____

Company Representing Manufacturer: _____

Telephone Number: _____

Signature of Representative: _____

Date: _____

Part 5. Attach to this bid form your individual responses to each of the requirements of this IFB.

I hereby certify that this bid is genuine and that I have not entered into collusion with any other contractor(s) or any other person(s).

IN WITNESS HERETO the undersigned has set his (its) hand this ____ day of _____, 2021.

(Signature)

(Printed Name) Title: _____

Name of Firm: _____ Corporation ☐ Partnership ☐ Proprietorship ☐

Street Address: _____

City: _____ State: _____ Zip Code: _____

Phone: _____

If incorporated, state of _____ Federal Tax ID No. _____

CANYON COUNTY PURCHASE AGREEMENT
FOR CANYON COUNTY FAIR PEDESTRIAN BRIDGES

CANYON COUNTY, IDAHO

THIS AGREEMENT is made this ____ day of January, 2022, between _____, having a local address _____ (hereinafter "VENDOR") 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 ("IFB") pursuant to procedures provided by Idaho Code Section 67-2806(2) for the purpose of identifying the lowest responsive bid for Pedestrian Bridges for the Canyon County Fair (hereinafter "Product"); and

WHEREAS, COUNTY has determined that VENDOR's bid to supply the Product was the lowest responsive bid received for this IFB and that funds sufficient to complete the purchase of Product have been duly appropriated for expenditure in FY2022.

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

1. PURCHASE:

- 1.1 COUNTY agrees to purchase Product from VENDOR meeting the specifications and requirements of the Invitation for Bids and its Attachments, issued by the Board of County Commissioners on November 29, 2021, attached hereto as "Exhibit 1." Product will be delivered to the COUNTY within a maximum of 90 days of this date of award of contract, or issuance of a Notice to Deliver by COUNTY, whichever is later.
- 1.2 COUNTY agrees to pay VENDOR the amount of _____ Dollars for said Product in accordance with the COUNTY's Claim and Payment Procedure. VENDOR shall invoice COUNTY for Product.

2. VENDOR REPRESENTATIONS:

- 2.1 VENDOR guarantees that Product shall meet all specifications and requirements of the Invitation for Bids and be a good merchantable quality. VENDOR shall be liable to COUNTY for not meeting the specifications and requirements of the Invitation for Bids.
- 2.2 VENDOR 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. VENDOR agrees to comply with all federal, state, city, and local laws, rules and regulations.

- 2.3 VENDOR understands that COUNTY is exempt from payment of Federal Excise Tax under Certificate No. 82-6000-290 and none shall be charged to COUNTY.

3. **INSURANCE:**

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

4. **INDEMNIFICATION:**

- 4.1 VENDOR 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 VENDOR, VENDOR's agents, employees, or representatives under this Agreement.

5. **MISCELLANEOUS:**

- 5.1 Time is of the essence in this Agreement.
- 5.2 **CONTROLLING LAW:** This 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.
- 5.3 **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.

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

5.5 TERMINATION: In the event any provision of this Agreement is violated at any time by either party, either party may terminate this agreement by a written notice of termination given to the other party.

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

5.7 ATTORNEY’S FEES: Reasonable attorney’s fees shall be awarded to the prevailing party in any action to enforce this Agreement.

Dated this _____ day of June, 2021.

BOARD OF COUNTY COMMISSIONERS
CANYON COUNTY, IDAHO

Commissioner Leslie Van Beek

Commissioner Keri K. Smith

Commissioner Pam White

ATTEST: CHRIS YAMAMOTO, CLERK

By: _____
Deputy Clerk

**PURCHASE AGREEMENT FOR
CANYON COUNTY FAIR
PEDESTRIAN BRIDGES**

EXHIBIT 3

E OF _____)
) ss.
ty of _____)

On this ____ day of _____, 2022, before me, a notary public, person
_____, known or identified to me to be the _____
_____, whose name is subscribed to the within instr
wledged to me that said corporation executed the same.

(S E A L)

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

(name/title)

On this ____ day of _____, 2022, 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: _____