

# INSTRUCTIONS TO BIDDERS

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## 1. Viewing of Contract Documents

1.1. The Contract Documents may be viewed at the following locations:

### BUILDERS EXCHANGE OF BILLINGS

2050 BROADWATER STE A  
BILLINGS MT 59102

Voice: (406) 652-1311 Fax: (406) 652-1391

### iSQFT PLAN ROOM

2595 ENTERPRISE AVENUE  
BILLINGS, MT 59102

Voice: (800) 364-2059 Fax: (866) 570-8187

### BOZEMAN BUILDERS EXCHANGE

1105 REEVES RD W STE 800  
BOZEMAN MT 59718

Voice: (406) 586-7653 Fax: (406) 586-4062

### BUTTE BUILDERS EXCHANGE

4801 HOPE RD

BUTTE MT 59701 (auto switch)

Voice: (406) 782-5433 Fax: (406) 782-5433

### GREAT FALLS BUILDERS EXCHANGE

202 2ND AV S  
GREAT FALLS MT 59401

Voice: (406) 453-2513 Fax: (406) 727-7548

### MONTANA CONTRACTORS' ASSOCIATION

1717 11TH AVENUE  
P O BOX 4519  
HELENA MT 59604

Voice: (406) 442-4162 Fax: (406) 449-3199

### NW MONTANA PLANS EXCHANGE/FLATHEAD BUILDERS EXCHANGE

2303 HWY 2 EAST  
KALISPELL MT 59901

Voice: (406) 755-5888 Fax: (406) 755-5896

### MISSOULA PLANS EXCHANGE

201 N RUSSELL ST (59801)  
P O BOX 3109  
MISSOULA MT 59806

Voice: (406) 549-5002 Fax: (406) 721-2941

## 2. Borrowing of Documents

2.1. Contract Documents may be secured at the office of the Architect/Engineer as listed in the Instruction to Bidders

2.2. All borrowed Contract Documents shall be returned to the ARCHITECT/ENGINEER within ten (10) calendar days after the bid opening for the deposit refund (if deposit was required). However, if the Contract Documents are not in a condition where they can be reused by the Owner to construct the project, the Owner may at its sole discretion direct the Architect/Engineer to retain the deposit in order to reproduce a replacement set.

## 3. Visits to Site

3.1. Prospective bidders are requested to contact the following for inspection of the site:

3.2. Failure to visit site will not relieve the Contractor of the conditions of the contract.

## 4. Requests for Substitution

- 4.1. Any requests for product substitution must be made to the Architect/Engineer at least ten (10) calendar days prior to the date of the bid opening for consideration by the Architect/Engineer. Any request for substitution made after this time restriction, including those made after award or during project construction, may be rejected without consideration by either the Architect/Engineer or the Owner.

5. Bids/Proposals

- 5.1. The bidder shall submit his bid on the Bid Proposal Form furnished with the Contract Documents.
- 5.2. DO NOT send the Contract Documents with the Proposal. The Contract Documents shall be returned to the Architect/Engineer.
- 5.3. If the project is funded by any portion of federal funds, the following may apply: on certain federally funded projects, a "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion" form must be submitted with the bid proposal. If the debarment form is not included within the Construction Documents, federal funds (if included) do not require the form or are not included in the project and the debarment form is not required.

- 5.3.1. If federal funds are included and require the "Certification", no award may be made to a Contractor or any subcontractor that is federally debarred, suspended or proposed for debarment in accordance with Public Law 103-355, Section 2455 (31 USC 6101) and Executive Order 12689. The Contractor who is awarded this contract shall certify that neither the contractor, its principals, their subcontractors nor their principals: (1) are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from the award of contracts by any federal department or agency; (2) have within a 3-year period preceding any partially or wholly federally-funded contract has been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) contract or subcontract; been in violation of federal or state antitrust statutes, or been convicted of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in (2) above; and, (3) have within a 3-year period preceding an award of any partially or wholly federally-funded contract, had one or more contracts terminated for cause or default by any federal or state agency.

- 5.4. Proposals shall be in a sealed envelope and addressed to:

Department of Administration  
Architecture & Engineering Division  
Metcalf Building, Room 33  
1520 East Sixth Avenue  
P.O. Box 200103  
Helena, MT 59620-0103

- 5.5. The envelope shall state that it contains a "BID PROPOSAL" and indicate the following information:

Name of Project  
Location  
A/E Project Number  
Name of Bidder  
Acknowledge Addendum Number(s)

- 5.6. It is the bidder's responsibility to deliver or ensure delivery of the bid proposal to the office of the Architecture & Engineering Division. Proposals received after the scheduled closing time for bids by either the bidder, a delivery service (e.g., Federal Express, U.S. Postal Service, United Parcel Service, etc.), or the state's own mail delivery system, will be rejected. Proposals entitled for consideration must be time-stamped in the Owner's office prior to the closing time for receipt of bids. The official time clock for receipt of bids and fax modifications is the Owner's

time and date stamp clock located on the reception desk in the Owner's office. No other clocks, calendars or timepieces are recognized. All bidders are responsible to ensure all bids and fax modifications are received in the Owner's office prior to the scheduled closing time.

- 5.7. If requested on the Bid Proposal Form, any person making a bid to perform the work shall, as a requirement of a responsible bid, set forth the name of each subcontractor specified in the "List of Subcontractors" which is part of the bid proposal. The bidder shall list only one subcontractor for each such portion of work listed. The bidder whose bid is accepted shall not:
  - 5.7.1. Substitute any other subcontractor in place of the subcontractor listed in the original bid, except by specific consent of the Owner. The Owner, at its sole discretion, may grant substitution with consent of the originally listed subcontractor, or in consideration of other factor(s) involved if deemed relevant to the successful performance of the Contract.
  - 5.7.2. Permit any such subcontract to be voluntarily assigned, transferred or allow it to be performed by any party other than the subcontractor listed in the original bid without the consent of the Owner.
- 5.8. Bid Proposals entitled to consideration shall be made in accordance with the following instructions:
  - 5.8.1. Made upon form provided;
  - 5.8.2. All blank spaces properly filled;
  - 5.8.3. All numbers stated in both writing and in figures;
  - 5.8.4. Shall contain no additions, conditional or alternate bids, erasures or other irregularities;
  - 5.8.5. Shall acknowledge receipt of all addenda issued.
- 5.9. Bid Proposals entitled to consideration shall be signed by the proper representative of the firm submitting the proposal as follows:
  - 5.9.1. The principal of a single owner firm;
  - 5.9.2. A principal of a partnership firm;
  - 5.9.3. An officer of an incorporated firm, or an agent whose signature is accompanied by a certified copy of the resolution of the Board of Directors authorizing that agent to sign; or,
  - 5.9.4. Other persons signing for a single-owner firm or a partnership shall attach a power-of-attorney evidencing his authority to sign for that firm.
- 5.10. UNIT PRICES: When a Bid Proposal Form contains unit prices, any errors discovered in the extension of those unit prices will be corrected by the Owner using the unit price figures. The adjusted extended amount will then be used to determine the correct total bid. Only after the amounts have been checked and adjusted, if necessary, will the valid low bid be determined.
- 5.11. ESTIMATED QUANTITIES: All estimated quantities stipulated in the Bid Proposal and other Contract Documents are approximate and are to be used only as a basis for estimating the probable cost of the work and for the purpose of comparing proposals submitted for the work. It is understood and agreed that the actual amounts of work done and materials furnished under unit price items may vary from such estimated quantities. The actual quantities will depend on the conditions encountered at the time the work is performed.
- 5.12. Any bidder may modify his bid by fax communication only. It is the bidder's responsibility to ensure that the modification is received at the bid opening location prior to the scheduled closing time for receipt of bids. The modification shall not reveal the bid price, but shall only provide the ADDITION or SUBTRACTION from the original proposal. The Owner is not responsible for the performance of the facsimile machine, maintaining adequate paper levels, toner levels, the telephone connection, quality of the facsimile, or any other factors affecting receipt of the fax. Unreadable or difficult-to-read facsimiles may be rejected at the sole discretion of the Owner. Changes in the listed subcontractors, if any, shall also be provided. Bid modifications must be verified by hard copy provided to the Owner within two (2) business days after the bid opening. Bid modifications shall be directed to fax phone (406) 444-3399. All facsimiles shall be date and time stamped on the same time-stamp clock in the Owner's office that is used for receipt of bids in order to be considered valid. Date and time as indicated at the top of the facsimile on either the bidder's or the Owner's facsimile machine will not be used in determining time of arrival of the modification.

- 5.13. In the event of a discrepancy on the bid proposal between the written (alpha) numbers and the numeric numbers, the lowest figure will prevail.
- 5.14. The Owner reserves the sole right to reject any or all bids and to waive any irregularities or informalities. The Owner also reserves the sole right to determine what constitutes irregularities or informalities and/or what is material and/or immaterial to the bids received.

## 6. Bid Security

- 6.1. IF THE PROJECT COST IS LESS THAN \$25,000, AT ITS SOLE DISCRETION THE STATE OF MONTANA MAY OR MAY NOT REQUIRE BID SECURITY (18-2-302 MCA).
- 6.2. All proposals shall be accompanied by a bid security in the amount of 10% of the bid price, as evidence of good faith (18-2-302 MCA).
- 6.3. Bid security shall be in the form of lawful moneys of the United States, cashier's check, certified check, bank money order or bank draft, bid bond or bonds payable to the State of Montana (18-2-302 MCA).
- 6.4. If the bidder, to whom a contract is awarded, fails to enter into and execute the proposed contract within fifteen (15) calendar days of award, the bidder shall forfeit the bid security (18-1-204 MCA).
- 6.5. The bid security of unsuccessful bidders will be returned when the contract has been awarded to the successful bidder or when all bids have been rejected (18-1-205 MCA).
- 6.6. Execution of and entering into a contract includes providing all necessary insurance certificates, bonds, signed contract and current copy of the construction contractor registration certificate or registration number.
- 6.7. **NOTE: PER STATE POLICY, IF CASH, CHECK, MONEY ORDER, OR BANK DRAFT ARE PROVIDED AS BID SECURITY, IT WILL BE DEPOSITED IN THE TREASURY. UNSUCCESSFUL BIDDERS WILL HAVE THEIR SECURITY RETURNED UPON CONTRACT AWARD. THE SUCCESSFUL BIDDER'S SECURITY MAY BE RETURNED UPON ISSUANCE OF NOTICE TO PROCEED.**

## 7. Withdrawal of Bids

- 7.1. Any bidder may withdraw his bid proposal at any time prior to the scheduled closing time for the receipt of bids.
- 7.2. Once the closing time for the receipt of bids is reached, a bid may not be withdrawn for a period of thirty (30) calendar days.
- 7.3. The official time clock for receipt of bids and fax modifications is the Owner's time and date stamp clock located on the reception desk in the Owner's office. No other clocks, calendars or timepieces are recognized. All bidders are responsible to ensure all bids and fax modifications are received in the Owner's office prior to the scheduled closing time.

## 8. Interpretation of Contract Documents

- 8.1. Bidders shall promptly notify the Architect/Engineer of any ambiguity, inconsistency, or error which they may discover upon examination of the Contract Documents or of the site and local conditions.
- 8.2. Bidders requiring clarification or interpretation of the Contract Documents shall request, in writing, clarification from the Architect/Engineer at least ten (10) calendar days prior to the date set for receipt of bids.
- 8.3. Any interpretations, corrections, or change in the Contract Documents prior to the bid opening will be made by written addendum issued by the Architect/Engineer. The Architect/Engineer will

endeavor to notify all plan holders of any addenda issued but it shall be the responsibility of the individual bidders to insure they have received all addenda prior to the submission of their bid.

- 8.4. All written addenda issued by the Architect/Engineer will become part of the Contract Documents and all bidders shall be bound by such addenda whether or not received and/or acknowledged by the bidder. No oral or telephone modifications of the Contract Documents will be considered or allowed.

## 9. Award of Bids

- 9.1. All bids received by the stated hour will be opened and publicly read aloud.
- 9.2. The Owner reserves the right to reject any and all bids and to waive any informality or irregularity in any bid received. The Owner reserves the right to determine what constitutes material and/or immaterial informalities and/or irregularities.
- 9.3. The low bid shall be determined on the basis of the lowest Base Bid or the lowest combination of Base Bid and Alternate Bids, accepted in consecutive order.
- 9.4. The Owner shall award such contract to the lowest responsible bidder (18-1-102 MCA).
  - 9.4.1. The Owner may make such investigations as it deems necessary to determine whether or not any or all bidders are responsible.
  - 9.4.2. The term "responsible" does not refer to pecuniary ability only, nor the ability to tender sufficient performance and payment bonds.
  - 9.4.3. The term "responsible" includes, but is not limited to:
    - 9.4.3.1. Having adequate financial resources to perform the contract or the ability to obtain them;
    - 9.4.3.2. Being able to comply with the required delivery, duration, and performance schedule;
    - 9.4.3.3. Having a satisfactory record of integrity and business ethics;
    - 9.4.3.4. Having the necessary organization, experience, accounting, and operational controls;
    - 9.4.3.5. Having the necessary production, construction, technical equipment, and facilities; and,
    - 9.4.3.6. Having the technical skill, ability, capacity, integrity, performance, experience, lack of claims and disputes, lack of actions on bonds, lack of mediations, arbitrations and/or lawsuits related to construction work or performance, and such like.
  - 9.4.4. Bidders shall furnish to the Owner all information and data for this purpose as the Owner may request.
  - 9.4.5. The Owner reserves the right to reject any bid if the investigation or evidence of any Bidder fails to satisfy the Owner that such Bidder is properly and adequately qualified to suitably perform and satisfactorily execute the obligations of the Contract and Work defined in the Contract Documents.
- 9.5. The Owner shall award such contract to the lowest responsible bidder without regard to residency except on a reciprocal basis: a resident bidder will be allowed a preference on a contract against the bid of any non-resident bidder from any state or country that enforces a preference for resident bidders. The preference given to resident bidders of the State of Montana must be equal to the preference given in the other state or country (18-1-102, MCA). This does not apply when prohibited by federal requirements.
- 9.6. The Department of Administration may negotiate deductive changes, not to exceed 7% of the total cost of the project, with the lowest responsible bidder when the lowest responsible bids causes the project cost to exceed the appropriation; or with the lowest responsible bidders if multiple contracts will be awarded on the projects when the total of the lowest responsible bids causes the project cost to exceed the appropriation. A bidder is not required to negotiate his bid but is required to honor his bid for the time specified in the bidding documents. The Owner may terminate negotiations at any time (18-2-105(7) MCA).

## 10. Contract

- 10.1. The sample Standard Form of Contract between Contractor and Owner, as issued by the Owner, will be used as the contracting instrument and is bound within the Contract Documents.
- 10.2. The form shall be signed by a proper representative of the bidder as defined above in these instructions.
- 10.3. The Contractor shall also complete and return federal form W-9 along with the Contract.

#### 11. Performance, Labor and Material Payment Security

- 11.1. IF THE PROJECT COST IS LESS THAN \$50,000, AT ITS SOLE DISCRETION THE STATE OF MONTANA MAY OR MAY NOT REQUIRE A PERFORMANCE OR LABOR AND MATERIAL PAYMENT SECURITY (18-2-201 MCA).
- 11.2. THE CONTRACTOR SHALL PROVIDE BOTH SECURITIES FOR THIS PROJECT AS SPECIFIED BELOW, UNLESS SPECIFICALLY DIRECTED THAT THIS REQUIREMENT HAS BEEN WAIVED ELSEWHERE IN THESE DOCUMENTS.
- 11.3. The Owner shall require the successful bidder to furnish a Performance Bond in the amount of 100% of the contract price as security for the faithful performance of his contract (18-2-201, MCA).
- 11.4. The Owner shall require the successful bidder to furnish a Labor and Material Payment Bond in the amount of 100% of the contract price as security for the payment of all persons performing labor and furnishing materials in connection therewith (18-2-201 MCA).
- 11.5. The bonds shall be executed on forms furnished by the Owner. No other forms will be acceptable.
- 11.6. The bonds shall be signed in compliance with state statutes (33-17-111 MCA).
- 11.7. Bonds shall be secured from a state-licensed bonding company.
- 11.8. Power of Attorney
  - 11.8.1. Attorneys-in-fact who sign contract bonds must file with each bond a certified and effectively dated copy of their power of attorney;
  - 11.8.2. One original copy shall be furnished with each set of bonds.
  - 11.8.3. Others furnished with a set of bonds may be copies of that original.

#### 12. Notice To Proceed

- 12.1. The successful bidder who is awarded the contract for construction will not be issued a Notice to Proceed until there is a signed Contract, the specified insurance certificates, completed bond forms, federal form W-9, and a copy of the bidder's current Construction Contractor Registration Certificate in the Owner's possession. All items are required within fifteen (15) calendar days of contract award made by the Owner.

#### 13. Laws and Regulations

- 13.1. The bidders' attention is directed to the fact that all applicable federal and state laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over the project shall apply to the contract throughout and will be deemed to be included in this contract as if bound herein in full.

#### 14. PAYMENTS

- 14.1. NOTICE OF APPROVAL OF PAYMENT REQUEST PROVISION. Per Title 28, Chapter 2, Part 21, this contract allows the Owner to change the number of days to approve a Contractor's payment request. This contract allows the Owner to approve the Contractor's payment request within thirty-five (35) calendar days after it is received by the Owner without being subject to the

accrual of interest.