

BIDDER'S PACKAGE

CASCADE COUNTY

SOLICITATION FOR BIDS FOR
ExpoPark Racetrack Fence

January 2022

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INVITATION TO BIDDERS

NOTICE IS HEREBY GIVEN, that the Cascade County Public Works and the Board of Commissioners will receive sealed bids for the removal and new installation of approximately 2500 LNFT of Slat Master Chain Linked Fence & Multiple Gates, at the Montana ExpoPark, located at 400 3rd St NW, Great Falls, MT. 59405. Specifications for the job, may be obtained by contacting Les Payne, Director, Cascade County Public Works, 279 Vaughn S Frontage Road, Great Falls, MT 59404; Phone (406) 454-6920 or at cascadecountymt.gov/bids.

Bids are due and will be opened and read aloud on the 28th day of January 2022, at the time of 1:00 o'clock p.m. at Cascade County Public Works, located at 279 Vaughn S Frontage Rd, Great Falls, Montana. No electronic/digital media bids are allowed. Late bids will be returned unopened.

A mandatory pre-bid conference will be held on Thursday January 20th at 1:00 PM. at the Montana ExpoPark site, 400 3rd Street NW Great Falls, MT, 59404. Any bid submissions received from bidders who are not represented at the mandatory pre-bid conference will not be accepted.

Each bid must be accompanied by a Certified Check, Cashier's Check, or Bid bond payable to Cascade County in the amount of ten percent (10%) of the total amount of the bid for this project. The successful bidder shall forfeit to Cascade County their bid security if they fail or refuse to enter into a contract within the time specified. Bid security of unsuccessful bidders shall be returned upon acceptance of the successful bid.

All bids shall remain effective for a period of thirty (90) days from the date of opening. Cascade County reserves the right to consider or reject any and all bids, and further to waive any defects or irregularities. All bidders must use the bid form supplied with the specifications. A contract will be awarded to the lowest and most responsible bidder.

All bidders are expected to be aware of and to abide by all state and federal statutes, rules, and regulations governing the solicitation and acceptance of public contracts, including any such statute, rule or regulation relating to non-discrimination.

The Board of Commissioners reserves the right to reject any or all bids, to waive irregularities, or to accept any bid they deem to be in the best interest of Cascade County.

DATED this 11th day of January 2022

Les Payne, Director
Cascade County Public Works Department

(Publish Jan 16th, Jan 19th, and Jan 23rd)

GENERAL INFORMATION FOR BIDDERS

1. Bid Opening. The Cascade County Commissioners will receive bids from persons or entities capable of removal and installation of approximately 2500 LNFT of Slat Master Chain Linked Fence & Multiple Gates, at the Montana ExpoPark, located at 400 3rd St NW, Great Falls, MT. 59405. Bids are due and shall be opened and read aloud on the 28th day of January 2022, at the time of 1:00 o'clock p.m. at Cascade County Public Works, 279 Vaughn S Frontage Rd, Great Falls, MT. All bids must be received no later than the start of the meeting.

2. Notice. Notice is being published in the Great Falls Tribune, (a copy of the notice is included with this package) with publication dates of January 16th, January 19th, and January 23rd, 2022. All interested and capable persons or entities are invited to submit bids on the bid form included with this package.

3. Bid Security. Pursuant to Section 18-1-202, Montana Code Annotated, the Board of Commissioners must require a bid security. Each bid must be accompanied by security in a form specified below, and in an amount equal to ten percent (10%) of the bid of the bidder, and payable to Cascade County.

According to the above cited statute, bid security is required “as a condition precedent to considering any such bids, as evidence of good faith on the part of the bidder, and as indemnity for the benefit of such public authority against the failure or refusal of any bidder to enter into any written contract that may be awarded upon and following acceptance of (a) bid...” Thus, if a bidder is selected and requested to enter into the contract, and the bidder refuses to enter into the contract, the bid security shall be forfeited in its entirety to Cascade County.

The form of the bid security is specified in Section 18-1-202, Montana Code Annotated, as follows;

“(1) In all cases under 18-1-202 (1), the bidder, offeror, or tenderer shall accompany and bid with either:

(a) lawful money of the United States.

(b) a cashier’s check, certified check, bank money order, or bank draft, in any case drawn and issued by a federally chartered or state-chartered bank insured by the federal deposit insurance corporation; or

(c) a bid bond, guaranty bond, or surety bond executed by a surety corporation authorized to do business in the state of Montana. If a financial guaranty bond or surety bond is provided to secure the purchase of indebtedness, the long-term indebtedness of the company executing the financial guaranty bond or surety bond must carry an investment grade rating of one or more nationally recognized

independent rating agencies.

(2) The money or, in lieu of money, the bank instruments or bid bonds, financial guaranty bonds, or surety bonds must be payable directly to the public authority soliciting or advertising for bids.”

The successful bidder’s bid security shall be returned upon the parties entering into a contract. Also, at such time, the bid security of unsuccessful bidders shall be returned.

4. Contract. The successful bidder will be expected to enter into a contract with Cascade County. The form of the contract is included within this package. However, Cascade County reserves the right to make changes to the contract which do not affect the substantial rights of the parties.

All bids shall remain effective for a period of thirty (90) days from the date of opening at some time during said thirty (90) day period, the successful bidder will be expected to enter into the contract.

5. Waiver of irregularities and informalities. Cascade County reserves the right to waive any irregularity or informality in any bid. Further, Cascade County reserves the right to reject any and all bids for any reason.

6. Basis of Award. Shall be dependent on the most responsible bid submitted. Consideration will be given, but is not limited to, cash flow, purchase price, completion date, service guarantees, service availability and service facilities locations, analysis and comparison of material specification details, and past experience of Cascade County with similar or related projects.

7. Resident Bidder Preference. Pursuant to Section 18-1-102, Montana Code Annotated, Cascade County will award the contract “to the lowest responsible bidder without regard to residency. However, a resident must be allowed a preference on a contract against the bid of a nonresident if the state or country of the nonresident enforces a preference for residents. The preference must be equal to the preference given in the other state or country.”

According to Section 18-1-113, Montana Code Annotated, any bidder seeking a preference shall be required to file, along with the bid, an affidavit, specifying in detail, the basis upon which the bidder claims a preference.

8. Non-Discrimination. The successful bidder shall be expected to abide by a all provisions of state and federal law regarding discrimination. One such provision, in Montana law is Section 49-3-207, Montana Code Annotated, which states Non-Discrimination; “(e)very state or local contract or subcontract for construction of public buildings or for other public work or for goods or services must contain a provision that all hiring must be on the basis of merit and qualifications, and a provision that there may not be discrimination on the basis or race, color religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing the contract.

9. Laws and Regulations. Each bidder is expected to be familiar with and abide by all laws of the federal, state, and local governments regarding their obligations in bidding and performing public contracts.

10. Warranty. All bidders shall include warranty on work and materials.

11. Questions. Should any bidder have any questions about the specifications, or any other information contained in the bidder's package, they may direct inquiries to Les Payne, Director, Cascade County Public Works, 279 Vaughn S. Frontage Road, Great Falls, MT 59404; phone 406-454-6920.

BIDDER'S SUBMISSION REQUIREMENTS

Sealed bids shall be submitted by each bidder. Sealed bids must be received by Cascade County no later than 1:00 o'clock p.m., January 28, 2022, which is the time of commencement of the meeting to open bids. Bidders are expected to abide by the following requirements.

Each bid and accompanying documents shall be submitted in a standard 8 1/2 x 12, or larger manila envelope. The manila envelope shall be sealed, and the following information shall be written or typed on the outside of the envelope: (1) the name, address, and telephone number of the bidder; (2) the words "Bid to Cascade County for ExpoPark Racetrack Fence".

The following documents shall be included in the manila envelope, in the following order:

1. Bid Forms. The Bid Form shall be completely filled out and signed by an authorized agent of the bidding company.
2. Bid Bond. A bid bond must be enclosed and must be in the form as specified in this package. The bid bond must be in the amount bid for the complete bid package.
3. Completion Date. Bidder must specify completion date of the project.
4. Other Information. Bidders are encouraged, but not required, to include other information about their business and any other documents that highlight the benefits of their products being provided. (Additional parts, extra components, assistance with teardown or install, etc.)

BID FORM

The undersigned Bidder hereby covenants and agrees to provide removal and installation of approximately 2500 LNFT of New Slat Master Chain Linked Fence & Multiple Gates. The bidder understands that this bid is effective for ninety (90) days from the date of opening. By submitting its bid, Bidder acknowledges that it has taken steps reasonably necessary to ascertain the nature and location of the work, and that it has investigated and satisfied itself as to the all the conditions that can affect the cost of the work. Bidder further acknowledges that any additional costs that the Bidder may incur as a result of failing to make a complete investigation will be borne by the Bidder. All lines on the Bid Form *must* be completed.

Installation of approximately 2500 LNFT of Slat Master Chain
Linked Fence & Multiple Gates. \$ _____

Tear Down & Removal of Old Fence \$ _____

TOTAL BID PRICE FOR PROJECT LISTED \$ _____

Proposed Completion Date: _____

NOTE: THE BID BOND SUBMITTED WITH THIS FORM SHALL BE BASED ON THE FULL AMOUNT BID FOR THE LISTED PROECT.

Bidder's Name _____

Bidder's Address _____

Bidder's Phone No. _____

Bidder's Signature

AGREEMENT

In consideration of the mutual promises and consideration set forth herein between _____ (Contractor) and CASCADE COUNTY (County), an incorporated independent political subdivision of the State of Montana, hereby covenant and agree as follows:

1. Contract Purpose And Scope Of Contract Work: The purpose of this Contract is for the Contractor to _____ as set forth in the Contractor's bid/quote dated _____ which is attached hereto and incorporated herein by reference. In the event Contractor's bid/quote contains terms which conflict with this Contract, the terms of this Contract will be controlling. The Contract Work shall be performed at _____ .

2. Performance Standards: Except as otherwise expressly provided, the Contractor shall fully perform all Contract Work and shall do so in a timely, professional, and good workmanlike manner and in accordance with prevailing industry standards and customs. Contractor shall exercise due care to avoid damage to County structures, property and to utilities (either above or below ground). Contractor will promptly repair any damage. Contractor will be required to properly sign and secure the work site so as to maintain, at all times, the safety of County's employees, agents, invitees and public.

3. Contract Time: Contractor shall fully complete the Contract Work no later than thirty (30) days after execution of the Contract. Time is of the essence. Thus, all terms, covenants, and conditions hereof shall be performed at or before the time specified herein. Any forbearance by the parties in the enforcement of the terms and conditions of this agreement shall in no way be construed as a waiver or default thereof, nor a waiver of the obligatory effect of such provisions.

4. Contract Sum: Contractor has to its satisfaction examined the observable conditions at the work site and performed all necessary research and investigation of the work site in establishing the Contract Sum. Contractor acknowledges that any additional costs that the Contractor may incur as a result of failing to make a complete investigation will be borne by the Contractor. Accordingly, Contractor shall be compensated, as payment in full for the Contract Work the sum of _____ DOLLARS (\$) _____ upon final acceptance of the work. The stated Contract Sum is inclusive of labor, materials, and insurance. Contractor shall be responsible to obtain and pay for all necessary permits and/or licenses.

5. Contract Payment: As a condition precedent to payment, the Contractor shall conduct a final inspection of the Contract Work with Cascade County's Public Works Director or his designee. The County shall promptly comply and participate with any reasonable request of the Contractor for final inspection. Upon final inspection and receipt of the Contractor's application for payment, the County may withhold, pending mutual compromise or judicial resolution, payment

of all or a portion of the Contract Sum, to the extent reasonably necessary to protect the County, if in the County's opinion the Contract Work is not accepted. If the County withholds payment under this section, the County shall notify the Contractor of the withholding and the reason therefor no later than ten (10) after receipt of the application for payment. If the Contractor and the County cannot agree on a revised amount, the County shall pay the amount to which the County does not object.

The County shall have no obligation to pay or to see to the payment of money to a subcontractor or materialman except as may otherwise be required by law. Partial payment under this section shall not constitute or be construed to constitute the County's acceptance of any disputed portion of the Contract Work. Acceptance of final payment by the Contractor shall constitute a waiver of all Contractor claims against the County except those previously made in writing and identified by the Contractor as unsettled prior to receipt of the final payment from the County.

6. Force Majeure: If either Party's obligations under this agreement are rendered impossible, hazardous or is otherwise prevented or impaired for reasons beyond a Party's control including, without limitation act(s) of God, riots, strikes, labor difficulties, epidemics, earthquakes, any act or order of any public authority, and/or any other cause or event including, but not limited to, acts of terrorism, similar or dissimilar, beyond either Party's control, then both Party's obligation with respect to the performance of the Contract shall be excused until such time as the intervening force majeure cause has been cured.

7. Insurance: Prior to commencing work under this agreement, the Contractor shall purchase and maintain until final payment on all Contract Work such insurance as will protect the Contractor from claims which may arise out of or result from the Contractor's operations under the Contract and for which the Contractor may be legally liable. If requested, Contractor will also provide proof of Contractor Registration and proof of compliance with worker compensation laws.

8. Contractor Registration: Construction contracts greater than \$2,500 require Contractors to be registered with the Department of Labor and Industry under 39-9-201 and 39-9-204 MCA prior to Contract execution. A copy of the registration certificate shall be provided to County upon request. Contractor's registration number is # _____ and expires on the _____ day of _____, 20____.

9. Indemnification: Contractor agrees to indemnify, protect, defend, and hold harmless the County, its elected and appointed officials, agents and employees from and against all claims, demands, causes of action of any kind or character, including the defense thereof, arising out of the negligence or misconduct of its agents, employees, representative, assigns, and subcontractors under this agreement.

10. Montana Prevailing Wage Rate and Gross Receipts Tax: Contractor may be subject to the requirements of the Montana contractor's gross receipts tax, as defined and required by Mont. Code Ann. §§ 15-50-205 and 15-50-206. Contractor will pay Montana Davis Bacon wages if the Contract Work qualifies as a public works contract under Montana law.

11. General Warranty: The Contractor warrants to the County that all materials and equipment furnished under the Contract will be of good quality and new, that the Work will be free from defects not inherent in the quality required or permitted, and that the Work will conform to the requirements of this Contract.

12. Choice of Law and Venue: This Contract shall be construed under the laws of the State of Montana. Venue shall be the Eighth Judicial District, Cascade County, Montana. In the event of litigation, the parties shall bear their own costs and attorney fees.

13. Entire Agreement and Modification: This contract constitutes the entire understanding of the parties and supersedes any and all prior written or verbal representations between the parties. This agreement cannot be modified unless said modification is reduced to writing and executed by both parties.

14. Severability: If any provision of this Contract is held void or invalid, such provision shall be deemed severed from the Contract and the remainder of the Contract shall remain in full force and effect.

15. Mutual Assent and Authority: The parties hereto mutually assent to the terms of this Contract and have signed this Contract on the day and year set forth below. The individuals executing this Contract on behalf of each party warrant that he or she is authorized to execute the Contract on behalf of their respective agencies and that the agency will be bound by the terms and conditions herein.

Dated this _____ day of _____, 2022.

CASCADE COUNTY:

Chairman

ATTEST:

Rina Fontana Moore, Clerk and Recorder

Successful Bidder

BIDDER'S CHECKLIST

Please be sure you have completed the following prior to submitting your bid:

1. Read and understood the specifications.
2. Enclosed all documents listed in the Bidder's Submission Requirements (p.7 of Bid Package).
3. Made yourself familiar with any State laws that pertain to this bid.
4. Asked any questions, and received answers, regarding the bid procedure, specifications, or general information.