

# INVITATION FOR BIDS (IFB) 20129

## Construction of a Building

### City of Livingston Montana

#### Key IFB Dates

|  |                         |
|--|-------------------------|
| <b>Issue Date:</b>                         | <b>October 21, 2024</b> |
| <b>Pre-Bid Conference/Site Visit:</b>      | <b>October 24, 2024</b> |
| <b>Questions/Approved Equal Submittal:</b> | <b>October 25, 2024</b> |
| <b>Bid Submittal Date:</b>                 | <b>October 29, 2024</b> |

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**SECTION I: INSTRUCTIONS TO BIDDERS**

**SECTION I. INSTRUCTIONS TO BIDDERS****A. PRE-BID CONFERENCE/SITE VISIT**

A pre-bid conference will be held on October 24, 2024 at 1:00 p.m. at City of Livingston Cemetery. Immediately following the pre-bid conference, a job walk will be conducted at the Cemetery. All prospective bidders are strongly encouraged to attend the pre-bid conference and the site visit. Attendance is not required to bid.

By investigation of the work site, bidder shall be satisfied as to the nature and location of the work and shall be fully informed as to all conditions and matters, which can in any way affect the work or the cost thereof.

**B. EXAMINATION OF DOCUMENTS**

By submitting a bid, the bidder represents that it has thoroughly examined and become familiar with the work required under this IFB and that it is capable of performing quality work to achieve the City's objective.

**C. ADDENDA**

The City reserves the right to revise the IFB documents. Such, if any, will be made by written addendum to this IFB. Any written addenda issued pertaining to this IFB shall be incorporated into the terms and conditions of any resulting Agreement. The City will not be bound to any modifications to or deviations from the requirements set forth in this IFB as the result of oral instructions. Bidders shall acknowledge receipt of Addenda in their bids. Failure to acknowledge receipt of Addenda may cause the bid to be deemed non-responsive to this IFB and be rejected.

**D. CITY CONTACT**

All communication and/or contacts with City staff regarding this IFB are to be directed to the following Project Manager:

Mike Skaggs, Park Superintendent  
220 E. Park Street  
Livingston, MT 59047  
Phone: 406-823-6000  
Email: MSkaggs@LivingstonMontana.org

Commencing on the date of the issuance of this IFB and continuing until award of the contract or cancellation of this IFB, no bidder, subcontractor, lobbyist or agent hired by the proposer shall have any contact or communications regarding this IFB with any City's staff; member of the evaluation committee for this IFB; or any contractor or consultant involved with the procurement, other than the Project

Manager named above or unless expressly permitted by this IFB. Contact includes face-to-face, telephone, electronic mail (e-mail) or formal written communication. Any bidder, subcontractor, lobbyist or agent hired by the bidder that engages in such prohibited communications may result in disqualification of the proposer at the sole discretion of the City.

**E. CLARIFICATIONS OF SPECIFICATIONS AND APPROVED EQUALS**

**1. Specifications Review**

Should a bidder find discrepancies in, or omissions from, the drawings or specifications, or be in doubt as to their meaning, the bidder shall notify the City in writing in accordance with item 3 (“Submitting Requests”), below. Should it be found that the point in question is not clearly and fully set forth; a written addendum clarifying the matter will be posted to the City’s website.

**2. Preference for Materials**

Reference to any equipment, material, article or patented process, by trade name, make, or catalog number, shall not be construed as limiting competition. In those cases where the specifications call for a designated material, product, or service by specific brand or trade name and there is only one brand or trade name listed, the item involves a unique or novel product application required to be used in the public interest or is the only brand or trade name known to the City.

Where the specifications or drawings identify any material, product or service by one or more brand names, whether or not “or equal” is added, and the bidder wishes to propose the use of another item as being equal, approval shall be requested as set forth in below.

**3. Submitting Requests**

- a. All requests for approved equals, clarification of specifications, or questions must be put in writing and must be received by the City no later than 5:00 p.m., on October 25, 2024.
- b. Requests for approved equals, clarifications, questions must be clearly labeled, "Written Questions". The City is not responsible for failure to respond to a request that has not been labeled as such.
- c. Written questions are acceptable as long as the questions are received no later than the date and time specified above at the following address:
  - 1. [MSkaggs@LivingstonMontana.org](mailto:MSkaggs@LivingstonMontana.org)
- d. Any request for an approved equal or clarification of the

specifications must be fully supported with technical data, test results, or other pertinent information as evidence that the substitute offered is equal to or better than the specification requirements. The burden of proof as to the equality, substitutability, and the compatibility of proposed alternates or equals shall be upon the bidder, who shall furnish all necessary information at no cost to the City. The City shall be the sole judge as to the equality, substitutability and compatibility of the proposed alternatives or equals.

**4. City Responses**

Responses from the City will be posted on the City's Website, no later than October 26, 2024. Bidders may download responses from the City's website (LivingstonMontana.org/RFPs).

Inquiries received after 5:00 p.m. on October 25, 2024, will not be responded to.

**F. SUBMISSION OF BIDS**

**1. Date and Time**

**Bids must be submitted at or before 11:00 a.m., October 29, 2024.**

Bids received after the time due will be rejected without consideration or evaluation.

Bids will be publicly opened in the City's Administration Office, 220 East Park Street, Livingston, MT 59047 at the submission time indicated above.

**2. Address**

Bids delivered in person or by a means other than the U.S. Postal Service shall be submitted to the following:

City of Livingston  
220 East Park Street  
Livingston, MT 59047  
**Attention: Grant Gager, City Manager**

Or bids delivered using the U.S. Postal Services shall be addressed as follows:

City of Livingston  
220 East Park Street  
Livingston, MT 59047

**Attention: Grant Gager, City Manager**

**3. Bid Booklet and Identification of Bids**

Bids must be submitted on the forms provided in the this IFB. Bids shall include properly completed bidding forms. The bid forms must be enclosed in a sealed package clearly marked as follows:

**IFB 20129, "CONSTRUCTION OF A BUILDING"**

Bidder shall be entirely responsible for any consequences, including disqualification of the bid, resulting from any inadvertent opening of unsealed or improperly identified packages. It is the bidder's sole responsibility to see that its bid is received as required.

**G. PRE-CONTRACTUAL EXPENSES**

The City shall not, in any event, be liable for any pre-contractual expenses incurred by bidder in the preparation of its bid. Bidder shall not include any such expenses as part of its bid.

Pre-contractual expenses are defined as expenses incurred by bidder in:

1. Preparing a bid in response to this IFB;
2. Submitting that bid to the City;
3. Negotiating with the City any matter related to this bid; and
4. Any other expenses incurred by bidder prior to date of award, if any, of the Agreement.

**H. JOINT BIDS**

Where two or more firms desire to submit a single bid in response to this IFB, they should do so on a prime-subcontractor basis rather than as a joint venture. The City intends to contract with a single firm and not with multiple firms doing business as a joint venture.

**I. TAXES**

Contractor is responsible for payment of all taxes for any goods, services, processes, and operations incidental to or involved in the contract.

**J. BID SECURITY FORMS**

Bids security forms are not necessary for this procurement.

**K. WITHDRAWAL OF BIDS**

Bidders may withdraw its bid at any time prior to the time set for opening of bids by means of written request signed by the bidder or its proper authorized representative. Such written request shall be delivered to the Contracts Administrator at the address noted in the cover notice of this IFB.

**L. PREVAILING WAGES**

Not used in this procurement.

**M. SUBCONTRACTORS AND ASSIGNMENTS**

The successful bidder shall perform work equivalent to **at least ten percent (10%) of the total amount of the construction work** at the site; and, perform the work on the site with its own staff.

Bidder shall complete Exhibit D "List of Subcontractors" with the requested information.

Each Bidder shall set forth in its bid the name and location of the place of business address of each subcontractor who will perform work or labor or render service to the prime contractor in connection with the performance of the contract.

Bidder shall not assign any interest it may have in any Agreement with the City, nor shall bidder assign any portion of the work under any such Agreement with a value in excess of one-half of one percent (1/2 of 1%) of Agreement price to be sub-contracted to any one other than these subcontractors listed in Exhibit D in the "List of Subcontractors," except by prior written consent of City. City's consent to any assignment shall not be deemed to relieve bidder of its obligations to fully comply with its obligations under its Agreement with the City. Bidder with its own forces shall perform minimum of ten percent (10%) (calculated as a percentage of the total cost of the project) under this Agreement. Bidder shall also include in its subcontract agreements the provisions of its Agreement with City including the stipulation that each subcontractor shall maintain adequate insurance coverage compatible to the insurance coverage required of the bidder.

**N. BIDDER'S LICENSING REQUIREMENTS**

The bidder shall provide as part of the bid a valid State of Montana license number, class or type and date of expiration.

Furthermore, the bidder shall ensure that all subcontractors fully comply with the appropriate licensing requirements. The bidder shall also certify that all information provided and representations made in the bid are true and correct, and made under penalty of perjury. Bidders shall provide this information on Exhibit D, "List of Subcontractors" presented in the IFB. Failure to provide the information on the certification form or elsewhere as part of the bid shall render the bidder nonresponsive to this solicitation and will result in the rejection of the bid.



**O. PERMITS AND INSPECTION COSTS**

Successful bidder shall procure all permits and licenses; pay all charges, assessments and fees, as may be required by the ordinances and regulations of the public agencies having jurisdiction over the areas in which the work is located, and shall comply with all the terms and conditions thereof and with all lawful orders and regulations of each such public agency relating to construction operations under the jurisdiction of such agency.

**P. LIQUIDATED DAMAGES**

In the event bidder, after entering into an Agreement with the City, fails to complete the work within the time specified in the Agreement, the bidder will be required to pay the City the amount of **\$100 per calendar day** of delay as agreed to liquidated damages.

**Q. PROTEST PROCEDURES**

The City has on file a set of written protest procedures applicable to this solicitation that may be obtained by contacting the City. Any protest filed by a bidder in connection with this IFB must be submitted in accordance with the City's written procedures.

**R. CONTRACT AWARD**

Any contract awarded as a result of this IFB, will be awarded to the lowest responsive and responsible bidder and shall be on a lump sum basis, in accordance with the requirements of this IFB. The contract to be awarded is the Agreement presented in Section VI of this IFB.

**S. EXECUTION OF CONTRACT**

The successful bidder shall submit to the City acceptable insurance certificates within ten (10) calendar days after notification of contract award from the City. Failure to sign the contract and submit insurance certificates within the specified time shall be cause to cancel the award.

**T. CITY'S RIGHTS**

1. The City reserves the right to accept or reject any and all bids, or any item or part thereof, or to waive any informalities or irregularities in bids.
2. The City reserves the right to withdraw or cancel this IFB at any time without prior notice. The City makes no representations that any contract will be awarded to any bidder responding to this IFB.
3. The City reserves the right to issue a new IFB for the project.

4. The City reserves the right to postpone the bid opening for its own convenience.
5. Each bid will be received with the understanding that acceptance by the City of the bid to provide the goods and services described herein shall constitute a contract between the bidder and City which shall bind the bidder on its part to furnish and deliver at the prices given and in accordance with conditions of said accepted bid and specifications.
6. The City reserves the right to investigate the qualifications of any bidder, and/or require additional evidence of qualifications to perform the work.
7. Submitted IFBs are not to be copyrighted.

**U. PUBLIC RECORDS AND INFORMATION**

Bids received by City are considered public information and will be made available to the public if requested to do so.

**V. CONFLICT OF INTEREST**

All bidders responding to this IFB must avoid organizational conflicts of interest, which would restrict full and open competition in this procurement. An organizational conflict of interest means that due to other activities, relationships or contracts, a bidder is unable, or potentially unable to render impartial assistance or advice to the City; a bidder's objectivity in performing the work identified in the Project Specifications is or might be otherwise impaired; or a bidder has an unfair competitive advantage. Conflict of Interest issues must be fully disclosed in the bidder's bid.

**W. CODE OF CONDUCT**

Bidders agree to comply with the City's Code of Conduct as it relates to Third-Party contracts, which is hereby referenced and by this reference is incorporated herein. Bidders agree to include these requirements in all of its subcontracts.

**SECTION II: BIDDING FORMS**

**BID FORM**

The undersigned hereby proposes to perform all work for which a contract may be awarded and to furnish any and all plant, labor, services, material, tools, equipment, supplies, transportation, utilities, and all other items and facilities necessary therefore as required in the **IFB 20129, "CONSTRUCTION OF A BUILDING"**, and to do everything required therein; and further proposes that, if this bid is accepted, will contract in the form and manner stipulated to perform all the work in strict conformity therewith within the time limits set forth therein, and will accept as full payment therefore, the following price:

| <b><u>Description</u></b> | <b><u>Total Lump Sum<br/>Bid Amount</u></b> |
|---------------------------|---|
|                           | \$ _____                                    |

A cashier's check/certified check/bid bond (circle applicable term) properly made payable to City of Livingston, hereinafter designated as the Owner, for the sum of \_\_\_\_\_ Dollars

(\$ \_\_\_\_\_) which amount is not less than ten percent (10%) of the total amount of this bid, is attached hereto and is given as a guarantee that the undersigned will execute the Agreement and furnish the required bonds, "Guaranty", and "Certificate of Insurance", if awarded the contract, and in case of failure to do so within the time provided, (a) the proceeds of said check shall be forfeited to the City; or (b) surety's liability to the City for forfeiture of the face amount of the bond shall be considered as established [circle (a) or (b)].

The undersigned hereby represents that:

**BID FORM, PAGE 4**

Now: In compliance with the **Invitation For Bids 20129, "CONSTRUCTION OF A BUILDING"**, the undersigned, with full cognizance thereof, hereby proposes to perform the entire work in strict compliance with all of the said requirements and provisions for the prices set forth herein upon which award of contract is made. The undersigned affirms that the information provided herein is true and accurate and that any misrepresentations are made under penalty of perjury.

Dated \_\_\_\_\_, 201\_ Bidder \_\_\_\_\_

The above bid includes Signature \_\_\_\_\_

Addenda Nos. \_\_\_\_\_ Name \_\_\_\_\_

Title \_\_\_\_\_

Bidder's Authorized Representative \_\_\_\_\_

Title \_\_\_\_\_

Telephone # \_\_\_\_\_

Fax # \_\_\_\_\_

Email Address \_\_\_\_\_

Bidders post office address \_\_\_\_\_

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

Corporation organized under the laws of the State of \_\_\_\_\_

Contractor's License No. \_\_\_\_\_

Expiration Date of License \_\_\_\_\_

Surety or sureties \_\_\_\_\_

\_\_\_\_\_

(CORPORATE SEAL)

**INFORMATION REQUIRED OF BIDDER**

The bidder is required to supply the following information. Additional sheets may be attached if necessary.

1. Name of Bidder: \_\_\_\_\_
2. Business Address: \_\_\_\_\_
3. Telephone ( ) \_\_\_\_\_ Fax ( ) \_\_\_\_\_ E-Mail \_\_\_\_\_
4. Type of Firm - Individual, Partnership or Corporation: \_\_\_\_\_
5. Corporation organized under the laws of state of: \_\_\_\_\_
6. Contractor's License No.: Class \_\_\_\_\_ Years \_\_\_\_\_ of Experience: \_\_\_\_\_
7. Expiration Date of License: \_\_\_\_\_
8. Is your firm a certified small business? Yes \_\_\_\_\_ No \_\_\_\_\_
9. List the names and addresses of all owners of the firm or names and titles of all officers of the corporation:  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_

**LIST OF SUBCONTRACTORS (EXHIBIT D)**

List only the subcontractors, which will perform work or labor or render services to the bidder in excess of one-half of one percent (1/2 of 1%) of the bidder's total bid amount. Do not list alternative subcontractors for the same work. (Use additional sheets if necessary.)

| Name & Address Under Which Subcontractor is Licensed | License Number | DIR Registration No. | Specific Description of Work to be Rendered | Small Business Y/N | Type* | Dollar Amount |
|--|----------------|----------------------|---|--------------------|-------|---------------|
|  |                |                      |   |                    |       | \$            |
|  |                |                      |   |                    |       | \$            |
|  |                |                      |   |                    |       | \$            |
|  |                |                      |   |                    |       | \$            |
|  |                |                      |   |                    |       | \$            |
|  |                |                      |   |                    |       | \$            |
| <b>TOTAL VALUE OF SUBCONTRACTED WORK</b>             |                |                      |   |                    |       | \$            |

Bidder's Name \_\_\_\_\_

**Non-Collusion Affidavit**

To the City

In accordance with Title 23 United States Code Section 112 the bidder declares that the bid is not made in the interest of, or on the behalf of, any undisclosed person, partnership, company, association, organization or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly, or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Name of Bidder: \_\_\_\_\_

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

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



**GUARANTY**

The undersigned, as "Contractor," guarantees to the City that the materials furnished and the completed installation work, and the related work performed by the Contractor pursuant to Agreement No. **20129, "CONSTRUCTION OF A BUILDING"**.

- A. For a period of one (1) year from the date of completion, as evidenced by the date of final acceptance of the work by the City, the Contractor warrants to the City that work performed and materials furnished under this Contract conforms to the Contract requirements and shall be free from any defect in design, material or workmanship performed by the Contractor or its subcontractors or suppliers. Notwithstanding the foregoing, Contractor shall not be liable for any defects of design, material or equipment provided by City.
- B. Under this guaranty, the Contractor shall remedy at its own expense any such failure to conform or any such defect.
- C. Nothing in the above intends or implies that this warranty shall apply to work, which has been abused or neglected by the City.
- D. This guaranty shall be in addition to the other guarantees and warranties specified in the Agreement and shall be enforceable concurrently with, or in lieu of, said other guarantees.

Should any of the materials or equipment prove defective or should the work as a whole prove defective, due to faulty workmanship, material furnished or methods of installation, or should the work or any part thereof fail to operate properly as originally intended and in accordance with the plans and specifications, due to any of the above causes, all within twelve (12) months after the date on which the work is accepted by the City, the undersigned agrees to reimburse the City, upon demand, for its expenses incurred in restoring any such equipment or materials replaced and the cost of removing and replacing any other work without cost to the City so that said work will function correctly as originally contemplated.

The City shall have the unqualified option to make any needed replacements or repairs itself or to have such replacements or repairs done by the undersigned. In the event the City elects to have said work performed by the undersigned, the undersigned agrees that the repairs shall be made and such materials as are necessary shall be furnished and installed within a reasonable time after the receipt of demand from the City. If the undersigned shall fail or refuse to comply with its obligations under this guaranty, the City shall be entitled to all costs and expenses, including attorneys' fees, reasonably incurred by reasons of the said failure or refusal.

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

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

**SECTION III: PROJECT SPECIFICATIONS**

## Project Specifications

### Objective

The City of Livingston is seeking bids from qualified professional contractors to design and construct a new equipment shop facility. This project involves the development of a durable, functional, and cost-efficient building to house and maintain city equipment. The selected contractor will be responsible for all phases of the project, including design, permitting, site preparation, construction, and final inspection. The goal is to complete the project within the stipulated timeline and budget, adhering to all applicable building codes, safety regulations, and quality standards.

### Building Specifications

- Dimensions: 30' 0" x 56' 0" x 17' 4"
- Exterior Heights: Actual Eave Height: 17'4"  
 Roof Peak Height: 22'4"  
 Roof Pitch: 4/12  
 Side Wall Overhang: 12" Aluminum soffit (Sidewall) with vented soffit on S1 and S2  
 End Wall Overhang: 12" Aluminum soffit (End wall) with vented soffit on E1 and E2
- Truss Clearance: Interior Clearances: 16'0"  
 16' 0" truss clearance from 100'-0" mark.
- Details: Truss (Standard Lower Cord) with 4/12 pitch  
 Foundation: Slab Concrete Floor Supplied by Contractor  
 2x6 Corner Bracing  
 Roofline Wind Bracing  
 90psf Ground Snow Load w/2"x4" continuous 1' 6" inch on center purlins  
 Overhead door frame out: 12'0" width x 14'0" Height

Walk in Door – Standard, Steel Jamb 3 ½” 3’-0” x 6’-8” w/2x6 frame 20”x24” Insulated- Thermo Pane

- Windows Standard- Double Pane, Insulated Horizontal (Single Slider) 3’-0”x3’0” with 2x5 nail fin Only Screen
- Additional building component will include:
  - One overhead door 12x14 insulated with opener
  - Concrete Floor mono with bar
- Exterior Finishes:
  - Roof/Siding: PLP Select G60 (or equivalent)
  - Wainscot: PLP Select G60 (or equivalent)
- Schedule:
  - Contract Award November 6, 2024
  - Construction Completion by April 1, 2024