

INSTRUCTIONS TO BIDDERS

All Bidders interested in supplying product for, and/or performing work on Big Sky Bleacher Replacement project located in Missoula, Montana shall be subject to the requirements contained within the collective Bid Documents, which are outlined below:

1. Bid Addenda, if any
2. Invitation to Bid
3. Instructions to Bidders
4. General Requirements
5. Project Specifications
6. Project Drawings
7. MCPS Code of Conduct
8. 2019 MT State Prevailing Wage Rates Publications
9. Sample Pay Application Forms

The designation of responsibility in the scopes of work takes precedence over the designation of responsibility on the drawings or specifications. If any conflict exists between these documents, precedence shall be determined by the order in which they are listed above. For example, if a conflict exists between the Plans and Specifications, Bidder is to follow the Specifications and include such requirements in his/her bid, unless requirements are altered by subsequent Bid Addenda issued during the bidding process.

Complete Bid Documents may be obtained at the following location:

Plans and Specifications are available for download by clicking the following link:

<https://1drv.ms/u/s!AgWuJnWJj5x9ulGs9oR410Xu8aSk?e=B7hiUs>

During the bidding phase, all questions concerning the project, Bid Documents, bidding process, scope related items, plan discrepancies, pre-bid Requests for Information, product substitutions, etc. shall be directed to the Owner:

Burley McWilliams – MCPS O&M Director
MCPS Business Building
915 South Ave W
Missoula, MT 59801
Ph: 406-728-2400 Extension 3032
e-mail: bmcwilliams@mcps.k12.mt.us

Bidders shall submit all questions to Owner in writing. Questions will be answered in a timely manner and may be used to generate Bid Addenda for distribution to all Bidders at the discretion of the Owner. All substitution requests must be received for consideration by December 10, 2019 – 3pm. Oral, telephonic, or other form of communication other than a formal Bid Addenda shall not be construed as to alter the Bid Documents.

A PRE-BID WALKTHROUGH IS SCHEDULED FOR 4:00pm ON DECEMBER 3, 2019.

MEET AT THE BIG SKY HS FRONT DOORS.

PRE-BID WALK IS NON-MANDATORY BUT STRONGLY ADVISED.

Bidders shall review all documents carefully and completely before making their bids. **SEALED bids for this project shall be submitted no later than 4:00PM MST on December 17th, 2019** Bids shall be delivered via hard/physical copy in sealed envelope only. Faxed, Emailed, or Phoned-In bids will not be accepted or considered. Please include information below on the cover of the sealed envelope.

Bidders Name and Address
Project: Big Sky Bleacher Replacement Project
Bid Date: {insert bid date according to this publication or subsequent addendum}

10% bid bond required to be included with your bid and within the sealed envelope.

Successful bidder will be required to provide a 100% Payment and Performance Bond for their scope(s) of work.

Bids shall remain valid for a period of sixty (60) days following the Bid Date and may not be revoked during this time.

Bids will be opened and read aloud at the MCPS Business Building immediately after the bid due date. Bids will be evaluated by Owner and tabulated; results will be made available to anyone who requests results. Award and Notice to Proceed will be issued after MCPS Board of Trustees approves the low-responsible bidder and the bid amount is acceptable to proceed.

The Owner may make such investigations as they deem necessary to determine the ability of the Bidder to perform the work, and the Bidder shall furnish all such information and data for this purpose as may be requested. The Owner reserves the right to reject any proposal if the evidence submitted by, or the investigation of, such Bidder fails to satisfy the Owner that such Bidder is properly qualified to carry out the obligations of the Subcontract and complete the work contemplated therein.

The Owner reserves the right in awarding contracts to consider the competency, responsibility, and suitability of the Bidder, as well as the amount of the proposals.

The Owner also reserves the right to reject any or all proposals or waive any irregularities or informalities in the proposals received.

Progress and final payment to the Contractor will only be processed upon receipt of a properly executed pay request from the Contractor. This pay request must be received by the Owner on or before the 25th of the month. Applications received after the 25th of the month will be held unprocessed until the following pay period. 5 % Retainage will be held until project is 100% complete to the satisfaction of the Owner, per MCA, including submission of all Closeout Documents.

Prior to commencing work, Contractor shall furnish and thereafter maintain certificates of insurance in accordance with the "Table of Insurance Requirements". Certificates of insurance and the policies represented thereby shall not be cancelled or modified until thirty (30) days after written notice has been given to Owner of such cancellation or modification. Required coverages shall be maintained without interruption from the date the Contractor commences work on the Project until at least the date of the Contractor's receipt of final payment.

END OF SECTION

GENERAL REQUIREMENTS

Bidders shall carefully review and consider the requirements listed below prior to submitting their bid.

Without limiting the scope of work contained within the balance of the Contract Documents, all bidders shall include and/or comply with the following:

1. Bidder represents and warrants by submissions of a bid that he/she has carefully examined the Construction Documents, any soil test reports, drainage studies, geotechnical or other reports, and the site of the Work and that, from his/her own investigations, he/she has satisfied himself/herself as to the nature and location of the Work, the character, quality, and quantity of surface and subsurface materials likely to be encountered, the character of equipment and other facilities needed for the performance of the Work, the general and local conditions and all other materials which may in any way affect the Work or its performance. Without Owner's prior written approval, Bidder shall not be entitled to compensation for costs arising from the Bidders' failure to visit the site or the Bidder's failure to thoroughly study and compare all of the Bid Documents prior to submitting a bid.

2. Each Contractor shall be required to completely familiarize himself/herself with the plans and specifications, to visit the Work site to completely familiarize himself/herself with existing conditions, and to conduct any other appropriate investigations, inspections or inquiries prior to submission of a bid or proposal. No increases in Contract Sums shall be allowed for failure to so inspect or investigate.
3. Successful Bidder shall require all construction workers, whether his/her own forces or the forces of lower tier Contractors, while on Owner's property, to refrain from committing any criminal conduct, using tobacco products, possessing or drinking alcoholic beverages, possessing or using illegal drugs or any controlled substance, carrying weapons, speaking profane and/or offensive language, or engaging in any inappropriate interactions of any nature whatsoever with student and teachers, including talking, touching, staring or otherwise contributing to a hostile or offensive environment for Owner's students and staff. All areas of campus, other than the defined construction area, shall be off limits to Successful Bidder's forces, unless their work assignment specifies otherwise. Successful Bidder shall also require adequate and appropriate dress and identification of his/her employees, and Contractors carrying out the Work. No on-site fraternization shall occur between personnel under the Contractor's direct or indirect supervision and Owner's students or employees and the general public. Failure of an individual to adhere to these standards of conduct shall result in the immediate termination of the employment of the offending employee from all construction on any of Owner's property. Repeated termination of Contractor's forces, or one serious infraction, can result in the immediate termination of the Subcontract Agreement between the Successful Bidder and the Owner.
4. Successful Bidder releases, indemnifies and holds harmless the the Owner for Bidder's forces' non-compliance with Owner's drug-free, alcohol-free, weapon-free, harassment-free, and tobacco-free zones, or Bidder's forces' noncompliance with immigration laws or regulations. Any individual found by Owner to have violated these restrictions is subject to permanent removal from the Project. Successful Bidder shall cooperate with the Owner to ensure compliance with these requirements.
5. Radios and/or portable music players will not be allowed on the Project site during the performance of the Work.
6. Contractor (or lower tier Contractor) shall park company and personal motor vehicles on Owner's property only in parking spaces designated for such use by the Owner. Any vehicles not parked in the appropriate locations will be towed at the vehicle owner's sole expense.
7. Contractors shall be required to provide insurance coverage as listed within the enclosed Subcontract Agreement.
8. Contractors shall be required to pay State of Montana prevailing wages to employees for all trades related to the Work. Contractors will be required to submit certified payrolls as documentation for payment of prevailing wages per Bid Documents.
9. Construction scheduling for a particular bid package may overlap between site activities and building activities.
10. Clean up of all debris generated by this work on a DAILY basis. If the Owner determines that the contractor has failed to adhere to the Owner's high standards of cleanup, the Owner will send written notice of that determination to the contractor. Such notice will include a list of the project areas or conditions requiring the contractor's immediate cleanup. If the contractor fails or refuses to cleanup the project in response to such notice within forth-eight (48) hours after receipt thereof, the Owner shall have the right, without further notice to the contractor to hire other firms or persons to cleanup the project to the Owner's satisfaction. The cost of such project cleanup shall be deducted from the Owner's payment to the contractor. Such deductions shall not be deemed the Owner's default on any payment provisions in the Contract Documents.

11. Contractor shall be required to submit all payment applications on forms provided in the contract document. Failure to properly submit required forms, sworn statements, proper insurance information, and/or certified payrolls shall be cause for the Owner to withhold payment until such time that delinquent items have been rectified. Contractor shall have no recourse against Owner for failure to comply with this requirement.
12. Lien Wavers will be required for all Contractors and all suppliers for all pay applications per contract agreement.
13. The Owner will automatically withhold the 1% MGRT and report to the MT Dept. of Revenue. Vendors shall know that 1% MGRT will be withheld as per MCA statute.
14. Contractor shall work within normal business hours (M-F) only and comply with City of Missoula noise ordinance(s). Any overtime work or work outside of normal hours will need to be arranged in advance with Owner
15. 100% Payment and Performance Bonds shall be furnished for the entire bid/contract amount for the duration of the project. Bonds shall not be limited to the amount of each phase or provide phased coverage during construction of the project as a whole.
16. Provide site-specific safety manuals for project, and weekly safety meeting records. Contractors will be required to attend weekly onsite coordination meetings.
17. Provide all lifts, hoisting, temporary electrical or heat or protection, etc. for own scope.
18. Access to the work site/areas for Owner will be maintained at all times. Worksite shall be safe to the public/staff/students at all times and Contractor shall include all provisions to complete the work per OSHA and Industry Standards. This may include any/all temporary fencing, shoring, barricades, signage, PPE, etc for the scope of work outside the building as well as inside the building.
19. Contractor will be responsible for completing the work within an occupied facility and working around live systems such as lighting, fire alarm, fire sprinkler, plumbing, etc. Any shut-downs of systems within the building or utilities outside the building shall be coordinate with Owner in advance.

END OF SECTION