



MISSOULA COUNTY INVITATION FOR BID (IFB)

IFB Name, Due Date, and Time:

Tenant Improvement Remodel: Missoula County
Sheriff's Department, October 10th, 2024 at
2:00p.m.

Number of Pages: 16

ISSUING DEPARTMENT INFORMATION

Procurement Officer: David Wall

Issue Date:

September 16th, 2024

Missoula County Auditor's Office
199 W. Pine St.
Missoula, MT 59802

Phone: (406) 258-3526
Email address: dwall@missoulacounty.us

INSTRUCTIONS TO BIDDERS

**COMPLETE THE INFORMATION BELOW
AND RETURN THIS PAGE WITH YOUR BID
AND ANY REQUIRED DOCUMENTS TO THE
ADDRESS LISTED ABOVE UNDER "ISSUING
AGENCY INFORMATION."**

Mark Face of Envelope/Package:

**IFB Name: Tenant Improvement Remodel:
Missoula County Sheriff's Department**

**IFB Due Date: Thursday, October 10th, 2024 @
2:00p.m.**

Special Instructions:

Bids can either be emailed or delivered in a sealed
envelope. Please ensure this cover page is included &
signed when the bid is returned. Bids that are emailed
must be delivered to the procurement office only

BIDDERS MUST COMPLETE THE FOLLOWING

Payment Terms: Net 30 days

Delivery Date:

Bidder Name/Address:

Authorized Bidder Signatory:

(Please print name and sign in ink)

Bidder Phone Number:

Bidder FAX Number:

Bidder E-mail Address:

STANDARD TERMS AND CONDITIONS

Missoula County Standard Terms and Conditions

By submitting a response to this invitation for bid, request for proposal, or limited solicitation, the vendor agrees to acceptance of the following Standard Terms and Conditions and any other provisions that are specific to this solicitation or contract.

ACCEPTANCE/REJECTION OF BIDS, PROPOSALS, OR LIMITED SOLICITATION RESPONSES: The County reserves the right to accept or reject any or all bids, proposals, or limited solicitation responses, wholly or in part, and to make awards in any manner deemed in the best interest of the County. Bids, proposals, and limited solicitation responses will be firm for 30 days, unless stated otherwise in the text of the invitation for bid, request for proposal, or limited solicitation.

ACCESS AND RETENTION OF RECORDS: The contractor agrees to provide the County, the County Auditor, or authorized agents, access to any records necessary to determine contract compliance. The contractor agrees to create and retain records supporting the services rendered or supplies delivered for a period of three years after either the completion date of the contract or the conclusion of any claim, litigation, or exception relating to the contract taken by Missoula County or third party.

ALTERATION OF SOLICITATION DOCUMENT: In the event of inconsistencies or contradictions between language contained in the County's solicitation document and a vendor's response, the language contained in the County's original solicitation document will prevail. Intentional manipulation and/or alteration of solicitation document language will result in the vendor's disqualification.

ASSIGNMENT, TRANSFER AND SUBCONTRACTING: The contractor shall not assign, transfer or subcontract any portion of the contract without the express written consent of the County.

AUTHORITY: The attached bid, request for proposal, limited solicitation, or contract is issued under the authority of the Missoula County Purchasing and Contracts Policy.

COMPLIANCE WITH LAWS: The contractor must, in performance of work under the contract, fully comply with all applicable federal, state, or local laws, rules and regulations, including the Montana Human Rights Act, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Any subletting or subcontracting by the contractor subjects subcontractor to the same provisions. In accordance with MCA 49-3-207, the contractor agrees that the hiring of persons to perform the contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or nation origin by the persons performing the contract.

CONFORMANCE WITH CONTRACT: No alteration of the terms, conditions, delivery, price, quality, quantities, or specifications of the contract shall be granted without prior written consent of Missoula County. Supplies delivered which do not conform to the contract terms, conditions, and specifications may be rejected and returned at the contractor's expense.

DEBARMENT: The contractor certifies, by submitting this bid or proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If the contractor cannot certify this statement, attach a written explanation for review by the County.

DISABILITY ACCOMMODATIONS: The County does not discriminate on the basis of disability in admission to, access to, or operations of its programs, services, or activities. Individuals who need aids, alternative document formats, or services for effective communications or other disability related accommodations are

invited to make their needs and preferences known to the County department issuing the solicitation. Interested parties should provide as much advance notice as possible.

FAILURE TO HONOR BID/PROPOSAL: If a bidder or offeror to whom a contract is awarded refuses to accept the award or fails to deliver in accordance with the contract terms and conditions, the County may, in its discretion, suspend the bidder or offeror for a period of time from entering into any contracts with Missoula County.

FORCE MAJEURE: Neither party shall be responsible for failure to fulfill its obligations due to causes beyond its reasonable control, including without limitation, acts or omissions of government or military authority, acts of God, materials shortages, transportation delays, fires, floods, labor disturbances, riots, wars, terrorist acts, or any other causes, directly or indirectly beyond the reasonable control of the nonperforming party, so long as such party is using its best efforts to remedy such failure or delays.

HOLD HARMLESS/INDEMNIFICATION: The contractor agrees to protect, defend, and save the County, its elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands, causes of action of any kind or character, including the cost of defense thereof, arising in favor of the contractor's employees or third parties on account of bodily or personal injuries, death, or damage to property arising out of services performed or omissions of services or in any way resulting from the acts or omissions of the contractor and/or its agents, employees, representatives, assigns, subcontractors, except the sole negligence of the County, under this agreement.

LATE BIDS AND PROPOSALS: Regardless of cause, late bids and proposals will not be accepted and will automatically be disqualified from further consideration. It shall be solely the vendor's risk to ensure delivery at the designated office by the designated time. Late bids and proposals will not be opened and may be returned to the vendor at the expense of the vendor or destroyed if requested.

PAYMENT TERMS: All payment terms will be computed from the date of delivery of supplies or services OR receipt of a properly executed invoice, whichever is later. Unless otherwise noted in the solicitation document, the County is allowed 30 days to pay such invoices. All contractors will be required to provide banking information at the time of contract execution in order to facilitate County electronic funds transfer payments.

RECIPROCAL PREFERENCE: The County applies a reciprocal preference against a vendor submitting a bid from a state or country that grants a residency preference to its resident businesses. Such reciprocal preference is applied only to competitively bid projects for construction, repair, or maintenance of a building, road, or bridge in excess of \$50,000.

REGISTRATION WITH THE SECRETARY OF STATE: Any business intending to transact business in Montana must register with the Secretary of State. Businesses that are incorporated in another state or country, but which are conducting activity in Montana, must determine whether they are transacting business in Montana in accordance with MCA 35-1-1026 and MCA 35-8-1001. Such businesses may want to obtain the guidance of their attorney or accountant to determine whether their activity is considered transacting business.

If businesses determine that they are transacting business in Montana, they must register with the Secretary of State and obtain a certificate of authority to demonstrate that they are in good standing in Montana. To obtain registration materials, call the Office of the Secretary of State at (406) 444-3665, or visit their website at <http://sos.mt.gov>.

SEPARABILITY CLAUSE: A declaration by any court, or any other binding legal source, that any provision of the contract is illegal and void shall not affect the legality and enforceability of any other provision of the contract, unless the provisions are mutually dependent.

SHIPPING: Supplies shall be shipped prepaid, F.O.B. Destination, unless the contract specifies otherwise.

SOLICITATION DOCUMENT EXAMINATION: Vendors shall promptly notify the County of any ambiguity, inconsistency, or error which they may discover upon examination of a solicitation document.

TAX EXEMPTION: Missoula County is exempt from Federal Excise Taxes (#81-6001397).

TERMINATION OF CONTRACT: Unless otherwise stated, the County may, by written notice to the contractor, terminate the contract in whole or in part at any time the contractor fails to perform the contract.

UNAVAILABILITY OF FUNDING: The contracting department, at its sole discretion, may terminate or reduce the scope of the contract if available funding is reduced for any reason.

U.S. FUNDS: All prices and payments must be in U.S. dollars.

VENUE: This solicitation is governed by the laws of Montana. The parties agree that any litigation concerning this bid, request for proposal, limited solicitation, or subsequent contract, must be brought in the Fourth Judicial District in and for the County of Missoula, State of Montana, and each party shall pay its own costs and attorney fees.

WARRANTIES: The contractor warrants that items offered will conform to the specifications requested, to be fit and sufficient for the purpose manufactured, of good material and workmanship, and free from defect. Items offered must be new and unused and of the latest model or manufacture, unless otherwise specified by the County. They shall be equal in quality and performance to those indicated herein. Descriptions used herein are specified solely for the purpose of indicating standards of quality, performance, and/or use desired. Exceptions will be rejected.

SECTION 1: GENERAL REQUIREMENTS

INTRODUCTION

The Missoula County Facilities Department (hereinafter referred to as “the County”) is soliciting bids for a Remodel to the Sheriff’s Office, located at **2415 Mullan Road, Missoula, MT**. The County has partnered with Encompass Architects for this project and the permitted set of drawings are currently going through review at the City of Missoula. A more complete description of the supplies and/or services sought is provided in **Section 4** of this IFB. Bids submitted in response to this solicitation must comply with the instructions and procedures contained herein.

CONTRACT TERM

The contract term will be negotiated based off the selected Contractors current ability to schedule the work. It is anticipated that this work will be contracted starting the week of November 11th, 2024, with the contract being in effect until the completion of the project, which is anticipated to be March 31st, 2025. However, these dates are not binding, with the contract potentially extending past the March 31st, 2025 date.

INSTRUCTIONS TO BIDDERS

Procurement Officer Contact Information.

Contact information for the procurement officer is as follows:

Procurement Office (main contact): David Wall
Address: 199 W. Pine St. Missoula, MT 59802
Telephone Number: 406-258-3526
E-mail Address: dwall@missoulacounty.us

Secondary Contact (for scheduling site walks): Sean Chandler
Address: 199 W. Pine St. Missoula, MT 59802
Telephone Number: 406-240-5760
E-mail Address: schandler@missoulacounty.us

Examination of Solicitation Documents and Explanation to Bidders. Bidders are responsible for examining the solicitation documents and any addenda issued to become informed as to all conditions that might in any way affect the cost or performance of any work. Failure to do so will be at the sole risk of the bidder. Should the bidder find discrepancies in or omissions from the solicitation documents, or should their intent or meaning appear unclear or ambiguous, or should any other question arise relative to the solicitation documents, the bidder shall promptly notify the procurement officer in writing. The bidder making such request will be solely responsible for its timely receipt by the procurement officer, all addendum questions are to be submitted by **Tuesday, October 1st, 2024**. Replies to such notices may be made in the form of an addendum to the solicitation will be provided no later than **Friday, October 4th, 2024**.

Interpretation or Representations. The County assumes no responsibility for any interpretation or representations made by any of its officers or agents unless interpretations or representations are incorporated into a formal written addendum to the solicitation.

Acknowledgment of Addendum. If the IFB is amended, then all terms and conditions which are not modified remain unchanged. It is the bidder's responsibility to keep informed of any changes to the solicitation. **Bidders**

must sign and return with their bid an Acknowledgment of Addendum for any addendum issued. Bids that fail to include an Acknowledgment of Addendum may be considered nonresponsive.

Extension of Prices. In the case of error in the extension of prices in the bid, the unit price will govern. In a lot bid, the lot price will govern.

Bid Preparation Costs. The costs for developing and delivering responses to this IFB are entirely the responsibility of the bidder. The County is not liable for any expense incurred by the bidder in the preparation and presentation of their bid or any other costs incurred by the bidder prior to execution of a contract.

Bid Bond

Bid security is required for all bids submitted in response to an IFB and must be provided in accordance with MCA 18-1-201 through 206. Specifically:

- i. Each bidder must provide a bid bond or other security in the amount of 10% of the bid price to protect and indemnify the county against the failure or refusal of the bidder to enter into the contract, if awarded.
- ii. The bond or other security is subject to forfeit if the bidder fails to enter
 1. into a contract within 30 days of bid acceptance.
- iii. The bid bond or other security must be in the form specified in MCA
 1. 18-1-203 and payable to the county. Although other forms of security are allowed, the most common forms are cashier's check or bond executed by a surety corporation.
- iv. Bid security is returned to bidders whose bids are not accepted.

Performance Bond

In accordance with MCA 18-2- 201, all construction contractors shall execute a bond to secure performance on the contract and payment of workers, subcontractors, and suppliers. MCA 18-2-201(4) allows the bond requirement to be waived for contracts less than \$50,000.

Public Works Contracts

Bid specifications and contracts for construction and non-construction services greater than \$25,000 are subject to the following provisions:

- I. Contractor shall agree to:
 - v. Give preference to the employment of bona fide Montana residents in the performance of the work;
 - vi. Include provisions for work that is performed at a project location to:
 1. Pay the travel allowance that is in effect and applicable to the district in which the work is being performed; and
 2. Pay the standard prevailing rate of wages, including fringe benefits, that is in effect and applicable to the district in which the work is being performed;
 - vii. Post a copy of the applicable prevailing wage rates in a prominent and accessible site at the project location; and,
 - viii. Maintain payroll records capable of certification for at least three years after completion of work under the Agreement.
- II. If the term of the contract calls for more than 30 months to fully perform, contractor further agrees to increase the standard prevailing rate of wages by 3% every 12 months after the contract award date and apply the adjustment every 12 months for the duration of the contract.

PRE-BID WALKTHROUGHS

Mandatory Pre-Bid Walkthroughs will be conducted at the existing building (**2415 Mullan Rd. Missoula, MT**) from September 23rd – September 27th. Walkthroughs need to be scheduled 24hrs in advance and must be scheduled between 8am-5pm. Walkthroughs will be available by appointment only. To schedule a walkthrough,

please reach out to Sean Chandler by either email: schandler@missoulacounty.us or by phone at 406-240-5760. All proposing bidders are encouraged to use this opportunity to ask clarifying questions, obtain a better understanding of the project, or to notify the County of any ambiguities, inconsistencies, or errors discovered upon examination of this IFB. All responses to questions at the Pre-Bid Conference will be oral and in no way binding on the County.

BID SUBMISSION

As noted on the cover page, bids can either be emailed, or delivered, below are instructions for bid submission:

Emailed Bids: Bids must be emailed directly to the Procurement Officer identified in the IFB (David Wall). ***Bids must be received by the procurement officer prior to 2:00p.p.m, local time, Thursday, October 10th, 2024.*** Errors should be crossed out, corrections entered, and initialed by the person signing the bid.

Delivered Bids - Bids Must Be Sealed and Labeled: Bids must be sealed and labeled on the outside of the package to clearly indicate that they are submitted in response to IFB **Sheriff's Office Remodel**. ***Bids must be received at the Missoula County Auditor's Office prior to 2:00p.m., local time, Thursday, October 10th, 2024.*** All prices and notations must be printed in ink or typewritten. Errors should be crossed out, corrections entered, and initialed by the person signing the bid.

Late Bids. ***Regardless of cause, late bids will not be accepted and will automatically be disqualified from further consideration.*** It shall be the bidder's sole risk to assure delivery to the office of **Missoula County Auditors Office** by the designated time. Late bids will not be opened and may be returned to the bidder at the bidder's expense or destroyed if requested.

Bidder's Signature. The solicitation must be signed in ink by an individual authorized to legally bind the business submitting the bid. The bidder's signature on a bid submitted in response to this IFB guarantees that the offer has been established without collusion and without effort to preclude the County from obtaining the best possible supply or service.

Preferences. Please note the following three Missoula County Resolutions:

- Resolution No. 2020-061 A Resolution Giving Procurement Preference to Disadvantaged Business Enterprises
- Resolution No. 2020-076 Montana Registered Apprentice Program Resolution
- Resolution No. 2021-001 A Resolution Stating A Preference For Purchasing Goods And Services From Firms Based In Missoula County

Alternate Bids. Vendors may submit alternate bids (a bid on supplies other than specified). Alternate bids are considered only if the vendor is the lowest responsible vendor on their primary bid. Bids must be clearly identified as "Primary" and "Alternate."

CHANGE OR WITHDRAWAL OF BIDS

Change or Withdrawal PRIOR to Bid Opening. Should any bidder desire to change or withdraw a bid prior to the scheduled opening, the bidder may do so by making such request in writing to the procurement officer listed in Section 1.2.1 above. This communication must be received prior to the date and hour of the bid opening by a request in writing or facsimile to the procurement officer (e-mail notices containing prices are not allowed and will be disqualified).

Change AFTER Bid Opening But Prior to Bid Award. After bids are opened, they may not be changed except to correct patently obvious mistakes and minor variations. It must be clear that the mistake is not an error in judgment, and the mistake and the intended correct bid or offer must be clearly evident on the form of

the document. (Examples of mistakes may be found in Montana ARM 2.5.505.) The bidder shall submit verification of the correct bid to the County prior to the final award by the County.

BID AWARDS

Basis for Award. Bid award, if made, will be to the responsive and responsible bidder who offers the lowest cost to the County in accordance with the specifications set forth in the invitation for bid.

Rejection of Bids. While the County has every intention to award a contract as a result of this IFB, issuance of the IFB in no way constitutes a commitment by Missoula County to award and execute a contract. Upon a determination such actions would be in its best interest, the County, in its sole discretion, reserves the right to:

- Cancel or terminate this IFB;
- Waive any undesirable, inconsequential, or inconsistent provisions of this IFB which would not have significant impact on any bid; or
- If awarded, terminate any contract if the County determines adequate County funds are not available.

SECTION 2: COMPLETION DATE REQUIREMENTS

COMPLETION DATE REQUIREMENTS

Completion Date. The ANTICIPATED COMPLETION DATE space on the cover sheet must be completed to indicate day, month, and year, or a specific number of days after receipt of executed contract. Failure to comply with the requirements may invalidate a bidder's quotation for any or all items.

Requested Completion Date. The Contractor shall deliver all items described in this bid as soon as possible but no later than **March 31st, 2025** after receipt of executed contract from Missoula County.

SECTION 3: SPECIAL TERMS AND CONDITIONS

ON-SITE REQUIREMENTS/CLEANUP

Each potential contractor should visit the job site to verify measurements and to become fully aware of the conditions relating to the project and the labor requirements. Failure to do so will not relieve the successful contractor of their obligation to furnish all materials and labor necessary to carry out the provisions of the contract.

The Contractor shall adequately protect the work, adjacent property, and the public in all phases of the work. The Contractor shall be responsible for all damages or injury due to their action or neglect.

The Contractor shall maintain access to all phases of the project pending inspection by the County or its representative.

All work rejected as unsatisfactory shall be corrected prior to final inspection and acceptance.

The Contractor shall respond within seven calendar days after notice has been given of observed defects and shall proceed to immediately remedy these defects. Should the Contractor fail to respond to the notice or not remedy the defects, the County may have the work corrected at the Contractor's expense.

In terms of cleanup, the Contractor shall:

- (a) Keep the premises free from debris and accumulation of waste;
- (b) Clean up any oil or fuel spills;
- (c) Keep machinery clean and free of weeds;
- (d) Remove all construction smears and stains from finished surfaces;
- (e) Perform finishing site preparation to limit the spread of noxious weeds before final payment by the County; and
- (f) Remove all construction equipment, tools, and excess materials before final payment by the County.

MEETINGS

The Contractor is required to meet with the County's personnel, or designated representatives, to resolve technical or contractual problems that may occur during the term of the contract or to discuss the progress made by Contractor and the County in the performance of their respective obligations, at no additional cost to the County. Meetings will occur as problems arise and will be coordinated by the County. The Contractor will be given a minimum of three full working days' notice of meeting date, time, and location. Face-to-face meetings are desired. However, at the Contractor's option and expense, a conference call meeting may be substituted. Consistent failure to participate in problem resolution meetings, two consecutive missed or rescheduled meetings, or to make a good faith effort to resolve problems, may result in termination of the contract.

COMPLIANCE WITH WORKERS' COMPENSATION ACT

Contractors are required to comply with the provisions of the Montana Workers' Compensation Act while performing work for the Missoula County in accordance with the sections 39-71-401, 39-71-405, and 39-71-417, MCA. Proof of compliance must be in the form of workers' compensation insurance, an independent contractor exemption certificate, or documentation of corporate officer status. Neither the Contractor nor its employees are employees of the County. This insurance/exemption must be valid for the entire term of the contract. A renewal document must be sent to contract's principal contact for Missoula County.

INSURANCE REQUIREMENTS –

General Requirements. The Contractor shall maintain for the duration of the contract, at its cost and expense, insurance against claims for injuries to persons or damages to property, including contractual liability, which may arise from or in connection with the performance of the work by the Contractor, agents, employees, representatives, assigns, or subcontractors. This insurance shall cover such claims as may be caused by any negligent act or omission.

Primary Insurance. The Contractor's insurance coverage shall be primary insurance with respect to the County, its officers, officials, employees, and volunteers and shall apply separately to each project or location. Any insurance or self-insurance maintained by the County, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

Specific Requirements for Commercial General Liability. The Contractor shall purchase and maintain occurrence coverage with combined single limits for bodily injury, personal injury, and property damage of \$1,000,000 per occurrence and \$2,000,000 aggregate per year to cover such claims as may be caused by any act, omission, or negligence of the Contractor or its officers, agents, representatives, assigns, or subcontractors.

The County, its officers, officials, employees, and volunteers are to be covered and listed as additional insureds; for liability arising out of activities performed by or on behalf of the Contractor, including the insured's

general supervision of the Contractor; products, and completed operations; premises owned, leased, occupied, or used.

Specific Requirements for Automobile Liability. The Contractor shall purchase and maintain coverage with split limits of \$500,000 per person (personal injury), \$1,000,000 per accident occurrence (personal injury), and \$100,000 per accident occurrence (property damage), OR combined single limits of \$1,000,000 per occurrence to cover such claims as may be caused by any act, omission, or negligence of the contractor or its officers, agents, representatives, assigns, or subcontractors.

The County, its officers, officials, employees, and volunteers are to be covered and listed as additional insureds for automobiles leased, hired, or borrowed by the Contractor.

Specific Requirements for Professional Liability. The Contractor shall purchase and maintain occurrence coverage with combined single limits for each wrongful act of **\$2,000,000.00** per occurrence and **\$4,000,000.00** aggregate per year to cover such claims as may be caused by any act, omission, negligence of the Contractor or its officers, agents, representatives, assigns, or subcontractors. Note: if "occurrence" coverage is unavailable or cost prohibitive, the Contractor may provide "claims made" coverage provided the following conditions are met: (1) the commencement date of the contract must not fall outside the effective date of insurance coverage and it will be the retroactive date for insurance coverage in future years; and (2) the claims made policy must have a three-year tail for claims that are made (filed) after the cancellation or expiration date of the policy.

Deductibles and Self-Insured Retentions. Any deductible or self-insured retention must be declared to and approved by the County. At the request of the County either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees, or volunteers; or (2) at the expense of the Contractor, the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claims administration, and defense expenses.

Certificate of Insurance/Endorsements. A certificate of insurance from an insurer with a Best's rating of no less than A- indicating compliance with the required coverages, has been received by the County department responsible for this procurement. The Contractor must notify the County immediately, of any material change in insurance coverage, such as changes in limits, coverages, change in status of policy, etc. The County reserves the right to require complete copies of insurance policies at all times.

INTELLECTUAL PROPERTY

All patents and other legal rights in or to inventions created in whole or in part under the contract must be available to the County for royalty-free and nonexclusive licensing. Both parties shall have a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use and authorize others to use, copyrightable property created under the contract.

PATENT AND COPYRIGHT PROTECTION

Third Party Claim. In the event of any claim by any third party against the County that the products furnished under this contract infringe upon or violate any patent or copyright, the County shall promptly notify Contractor. Contractor shall defend such claim, in the County's name or its own name, as appropriate, but at Contractor's expense. Contractor will indemnify the County against all costs, damages, and attorney's fees that accrue as a result of such claim. If the County reasonably concludes that its interests are not being properly protected, or if principles of governmental or public law are involved, it may enter any action.

Product Subject of Claim. If any product furnished is likely to or does become the subject of a claim of infringement of a patent or copyright, then Contractor may, at its option, procure for the County the right to continue using the alleged infringing product, or modify the product so that it becomes non-infringing. If none of

the above options can be accomplished, or if the use of such product by the County shall be prevented by injunction, the County will determine if the Contract has been breached.

CONTRACTOR PERFORMANCE ASSESSMENTS

The County may do assessments of the Contractor's performance. This contract may be terminated for one or more poor performance assessments. Contractors will have the opportunity to respond to poor performance assessments. The County will make any final decision to terminate this contract based on the assessment and any related information, the Contractor's response and the severity of any negative performance assessment. The Contractor will be notified with a justification of contract termination. Performance assessments may be considered in future solicitations.

CONTRACTOR REGISTRATION (for construction)

The Contractor will be registered with the Department of Labor and Industry under sections 39-9-201 and 39-9-204, MCA, *prior* to contract execution. The County cannot execute a contract for construction to a Contractor who is not registered (39-9-401, MCA).

CONTRACTOR WITHHOLDING (for construction)

Section 15-50-206, MCA, requires the County agency or department for whom a public works construction contract over \$5,000 is being performed, to withhold 1% of all payments and to transmit such monies to the Department of Revenue.

MONTANA PREVAILING WAGE REQUIREMENTS

Montana Resident Preference. The nature of the work performed, or services provided, under this contract meets the statutory definition of a "public works contract" in section 18-2-401, MCA. Unless superseded by federal law, Montana law requires that contractors and subcontractors give preference to the employment of Montana residents for any public works contract in excess of \$25,000 for construction or nonconstruction services in accordance with sections 18-2-401 through 18-2-432, MCA, and all administrative rules adopted in relation to these statutes.

Unless superseded by federal law, each contractor shall ensure that at least 50% of a contractor's workers performing labor on a construction project are bona fide Montana residents.

The Commissioner of the Montana Department of Labor and Industry has established the resident requirements in accordance with sections 18-2-403 and 18-2-409, MCA. Any and all questions concerning prevailing wage and Montana resident issues should be directed to the Montana Department of Labor and Industry.

Standard Prevailing Rate of Wages. In addition, unless superseded by federal law, all employees working on a public works contract shall be paid prevailing wage rates in accordance with sections 18-2-401 through 18-2-432, MCA, and all associated administrative rules. Montana law requires that all public works contracts, as defined in section 18-2-401, MCA, in which the total cost of the contract is in excess of \$25,000, contain a provision stating for each job classification the standard prevailing wage rate, including fringe benefits, travel, per diem, and zone pay that the contractors, subcontractors, and employers shall pay during the public works contract.

Furthermore, section 18-2-406, MCA, requires that all contractors, subcontractors, and employers who are performing work or providing services under a public works contract post in a prominent and accessible site on the project staging area or work area, no later than the first day of work and continuing for the entire duration of

the contract, a legible statement of all wages and fringe benefits to be paid to the employees in compliance with section 18-2-423, MCA.

Section 18-2-423, MCA, requires that employees receiving an hourly wage must be paid on a weekly basis. Each contractor, subcontractor, and employer must maintain payroll records in a manner readily capable of being certified for submission under section 18-2-423, MCA, for not less than three years after the contractor's, subcontractor's, or employer's completion of work on the public works contract.

All contractors and employers shall classify each employee who performs labor on a public works project according to the applicable standard prevailing rate of wages for such craft, classification, or type of employee established by the Commissioner of the Montana Department of Labor and Industry, and shall pay each such employee a rate of wages not less than the standard prevailing rate as specified in the Montana Prevailing Wages Rates for the service year 2024. **See Section 4 (specifications and pricing schedule) for services desired within this contract.**

TRANSITION ASSISTANCE

If this contract is not renewed at the end of this term, or is terminated prior to the completion of a project, or if the work on a project is terminated for any reason, the Contractor must provide for a reasonable period of time after the expiration or termination of this project or contract, all reasonable transition assistance requested by the County, to allow for the expired or terminated portion of the services to continue without interruption or adverse effect, and to facilitate the orderly transfer of such services to the County or its designees. Such transition assistance will be deemed by the parties to be governed by the terms and conditions of this contract, except for those terms or conditions that do not reasonably apply to such transition assistance. The County shall pay the Contractor for any resources utilized in performing such transition assistance at the most current rates provided by the contract. If there are no established contract rates, then the rate shall be mutually agreed upon. If the County terminates a project or this contract for cause, then the County will be entitled to offset the cost of paying the Contractor for the additional resources the Contractor utilized in providing transition assistance with any damages the County may have otherwise accrued as a result of said termination.

CONTRACT TERMINATION

Unilateral Termination. This Agreement may be terminated by either party unilaterally by giving notice of termination in writing at least 30 days prior to the date of the intended termination.

SECTION 4: SPECIFICATIONS AND PRICING SCHEDULE

EQUIVALENT PRODUCTS

Requirements designated in this bid must be satisfied, or a functional equivalent bid submitted, which is acceptable to the County. Bidders who do not meet this criterion may be disqualified from further consideration. A bidder must state if they are unable or unwilling to meet any requirement. Inability or unwillingness to meet any requirement, in part or total, may be cause for disqualification of the entire response. Any exceptions taken by the bidder must be clearly identified on the bid forms.

PRICES

Taxes, Shipping, and Invoicing. The prices herein specified, unless otherwise expressly stated, shall exclude all taxes and duties of any kind which either party is required to pay with respect to the sale of products covered by this IFB, but shall include all charges and expenses in connection with the packing of the products and their conveyance to the place of delivery to the County unless specifically excluded. Bid prices shall include any and all transportation costs. The Contractor shall be paid, except as otherwise stated in this

IFB, upon submission of a proper invoice, the prices stipulated herein for products, and/or services delivered to and accepted at the specified County location(s).

Fixed Price Contract. All prices are fixed for the duration of the contract and are not subject to escalation for any cause. Payment of the total fixed bid price shall constitute full payment for performance of the work and covers all costs of whatever nature incurred by the Contractor in accomplishing the work in accordance with the provisions of the contract.

ALL-OR-NONE AWARD

Awards will be made on an **all-or-none** basis. Failure of a bidder to provide prices for all line items listed on the Schedule may be cause for rejection of the entire bid. However, a bidder may enter "No Cost" in the unit price and extended amount columns to indicate that the item is being offered at "No Cost."

SPECIFICATIONS AND PRICING SCHEDULE

Relate Documents

- Bid set drawings titled "A Tenant Improvement Remodel: Missoula County Sheriff's Department" dated 8.20.2024 created by Encompass Architects (**Exhibit A**)
 - There is no specification manual for this project, all specifications are listed on the drawings
- Asbestos Report (**Exhibit B**)
- Prevailing wage rates for 2024 (**Exhibit C**)

General Requirements

- Coordination meetings with the owner as required
- Submission of all Requests for Information (RFI's) and submittals as needed
- Coordination with other subcontractors as needed
- Contractor responsible for Electrical, Plumbing, & Mechanical permit costs. Owner will pay for building permit
- 2024 building construction prevailing wage to be included as needed
- Provide access to all work, mobilization, and demobilization
- If base bid cost is greater than \$80,000 provide 1% GRT in bid
- Includes all warranties

Base Bid: Please provide a complete base bid for the project based off the related documents and general requirements. Below is a summary of scopes of work indicated in the plans.

Demolition:

- Please see the drawings for the identified locations where demolition will need to take place. The demolition noted within the drawings will span across several trades/subcontractors. It is the bidding General Contractors duty to ensure these demolition scopes are covered.

Rough & Finish Carpentry:

- Demo and haul off items noted in the plans, including but not limited to: doors(both hollow metal and storefront), walls, accordion partition walls, gypsum board, plastic laminate, windows, suspended ceiling tile/grid, flooring, bathroom accessories and door hardware
- Remove and retain doors and door frames noted in plans
- Retain and provide to Owner representative the demoed accordion walls
- Protect flooring that is left in place
- Prep and clean following demo as needed for new work
- Furnish and install new framing per plans
- Coordinate and install all backing with casework and countertop subs

- Furnish and install insulation and drywall per plans
 - Please note insulation requirements
 - Furnish & install j-bead where noted
- Furnish & install mass loaded vinyl as noted in the plans
- Furnish & install new abrasion resistant steel plate where noted, still plate is to span the entire length of the room
- Furnish & install all hollow metal frames, doors, and door hardware. Coordinate with the Owner and door access subcontractor for rough-in requirements where applicable
- Furnish & install all gutters and downspouts as noted in the drawings
 - Either extend downspouts 24" away from building or provide a splash block, contractors choice
- Provide sealed penetration on the roof for antenna pathway. Coordinate penetration location with electrical contractor, conduit is to be 1" in diameter

Casework and Countertops:

- Remove and retain casework and countertops as noted in plans
- Furnish and install new casework and relocate and modify retained casework and countertops as noted in plans
- Install grommets as noted in plans. Coordinate final locations with owner
- Coordinate final color selection with owner as needed

Flooring:

- Remove carpet tile, sheet flooring and base as necessary for new work
- Retain carpet tile as noted in plans
- Prep surfaces for new flooring and transitions
- Furnish and install new flooring and retained carpet tile as noted

Painting:

- Prep and paint all interior walls/ceilings/doors as noted in the finish schedule (A2.2)
- Prep and existing wood end gable trusses on the exterior of the building and apply a new stain
 - Prep and paint metal brackets part of the trusses
- Please also note Alternate #1 request (see below)

Storefront Doors & Windows

- Furnish & install all storefront door & windows systems as indicated in the drawings
- Furnish & install all glass as indicated in the drawings
 - Includes all specialty glass & window assemblies(sliding windows)
- Furnish & install all door hardware for the storefront door systems
 - Please reference door access requirements and hardware requirements

Plumbing & Mechanical:

- Remove the exterior hose bib/irrigation connection on the South end of the building and relocate it to the West end of the building, as indicated on sheet P1.1
 - Cap the existing penetration on the South end of the building
- Furnish & install new hose bib on West end of the building
- Furnish & install the drinking fountain indicated on the plans
- Furnish & install the floor drain indicated on the plans
 - Account for saw cutting in order to install/tie-in new floor drain and venting, coordinate with other trades as needed. See page P1.1
- Furnish & install all piping, fittings, and assemblies needed for a complete install
- Demo & haul off all mechanical equipment noted in the drawings
- Demo & haul off existing Furnaces F-1, F-2 & F-3

- Demo & haul off existing Condensers CU-1, & CU-2
 - Demo & haul off existing Evaporator equipment E-1, & E-2
- Modify gas lines as needed for new equipment installs
- Remove existing thermostats and install new ones where needed
 - Coordinate with Building Automation Subcontractor
- Furnace & install all furnaces as indicated on the drawings
- Furnish & install all evaporators as indicated on the drawings
- Furnace & install all condensing units as indicated on the drawings
- Furnish & install all refrigerant piping as indicated on the drawings
- Furnace & install all ductwork as indicated on the drawings
 - Includes all connections devices and all duct insulation, as applicable
- Furnish & install all air devices as indicated on the drawings
- Furnish & install all motorized air dampers as indicated on the drawings
- Furnish & install all electric heaters as indicated on the drawings
- Provide commissioning of new equipment
 - Please note the modified CFMs in some rooms
- Furnish & install a DDC/Building Automation system for the new mechanical equipment
 - Please see sheet M0.1 – Part 7 for the sequence of operations and acceptable controls systems
- Please see drawings MP0.1 & M0.1 for the Mechanical specifications
- Please see drawings P0.1 for Plumbing specifications

Electrical:

- Demo & haul off all electrical items noted in drawings. To include but not limited to: light fixtures, raceways, wiring, devices and existing intrusion system within the building
- Coordinate the disconnection of power on existing mechanical equipment for demolition
- Please reference drawing sheet E2.1D for specific demo notes
 - In rooms where lights are shown both to remain and be removed, please see page E2.1L for reflective ceiling plan
- Remove and retain any electrical equipment as noted in plans
- Remove existing network rack and associated hardware. Existing network cables to be re-terminated on new patch panel
- Remove and relocate low voltage communication components as noted in drawings. Low voltage cable to be reused wherever possible, coordinate with Owner rep
- Furnish and install Cat6 cable at identified new telephone/data outlets
 - Each identified telephone/date outlet requires two Cat6 cables
 - Existing network drops to be re-terminated in the field and at patch panel
 - All network drops (existing & new) to be certified and any issues corrected if found
- Furnish & install all rough-in for the door access system. Missoula County will work direct with the door access subcontractor, electrical contractor to provide all rough-in(conduit, j-boxes, etc..)
- Furnish and install all electrical as noted in the plans and specifications including but not limited to:
 - Raceways, cable, wiring, receptacles, switches/occ sensors, light fixtures and j-boxes
 - Intercom, network patch panels, controlled access door hardware and associated raceways
 - Trim material for all devices and fixtures
- Install the following items provided by the County and noted in the plans.
 - Cameras, panic alarm speakers, wireless access points
- Coordinate with site work contractor for conduit/sleeve installation under concrete sidewalk for future exterior sign. Install pull strings
- Provide all final electrical connections for the Mechanical equipment
- Please see below for **Alternate #2 – Fire alarm**

Site Work:

- Demo & haul off concrete panels as identified on sheet
 - Include demo & haul off of L-curb as noted
- Furnish & place all concrete sidewalks & curbing as identified in the drawings
- Sawcut, demo, prep, and install new asphalt patching as identified on sheet A0.1
- Prep & clean the parking lot in preparation for new striping & emulsification sealant
- Furnish & apply new parking lot striping as identified in the drawings
- Furnish & apply new emulsification sealant as noted in the drawings
- Coordinate new ADA parking stall signs as needed
- Furnish & install new fencing on the West side of the building as noted in the drawings
- Furnish & install new bike racks as noted in the drawings

Alternates:

- Alternate #1 – Painting Complete:
 - Please provide additive cost for painting all interior walls, includes prep, prime & two finish coats
- Alternate #2 – Fire Alarm System & Monitoring:
 - Please provide an additive cost for furnishing & installing a fire alarm system that meets all code requirements for this building. System to be provided with non-cellular dialer
 - Alternate bid must include all electrical rough-in as well

Exclusions:

- IT head end equipment to be done by owner
- Door access controls will be handled by the Owner

Pricing Schedule:

Base Bid Cost:	\$ _____
Alternate #1 Cost:	\$ _____
Alternate #2 Cost:	\$ _____