

**Beaverhead Conservation District/
Beaverhead Watershed Committee
INVITATION FOR BID (IFB)
(THIS IS NOT AN ORDER)**

IFB Title:
Poindexter Slough Fishery Enhancement - Structures

IFB Due Date and Time:
11/3/14
12 p.m., Local Time

Number of Pages: 11

ISSUING AGENCY INFORMATION

Procurement Officer:
Katie Tackett

Issue Date:
10/8/14

Beaverhead Watershed Committee
420 Barrett St
Dillon, MT 59725

Phone: (406) 683-3802 or (406) 988-0191

Website: www.beaverheadwatershed.org

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 Poindexter Slough
IFB Due Date: 11/3/14

Special Instructions:

BIDDERS MUST COMPLETE THE FOLLOWING

Payment Terms: Net 60 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:

IMPORTANT: SEE STANDARD TERMS AND CONDITIONS

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SECTION 1: GENERAL REQUIREMENTS

1.0 INTRODUCTION

The Beaverhead Conservation District/Beaverhead Watershed Committee, BCD/BWC, is soliciting bids for a contractor to replace irrigation water control structures on Poindexter Slough. 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.

1.1 CONTRACT TERM

The contract term is for a period of 1 year beginning 11/7/14 and ending 12/31/15. Renewals of the contract, by mutual agreement of both parties, may be made at 1-year intervals, or any interval that is advantageous to the BCD/BWC. This contract, including any renewals, may not exceed a total of 3 years, at the option of the BCD/BWC.

1.2 INSTRUCTIONS TO BIDDERS

1.2.1 Procurement Officer Contact Information. Contact information for the procurement officer is as follows:

Procurement Officer: Katie Tackett
Address: 201 N Parkview Ct.
Telephone Number: 406 988-0191
Fax Number: NA
E-mail Address: beaverheadwatershed@gmail.com

1.2.2 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. Replies to such notices may be made in the form of an addendum to the solicitation.

1.2.3 Interpretation or Representations. The BCD/BWC 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.

1.2.4 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.

1.2.5 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.

1.2.6 Bid Preparation Costs. The costs for developing and delivering responses to this IFB are entirely the responsibility of the bidder. The BCD/BWC 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 purchase order or contract.

1.3 PRE-BID CONFERENCE

A mandatory Pre-Bid Conference will be conducted at 9:00 a.m. on October 23rd, 2014 at the Poindexter Slough Fishing Access site. Bidders are encouraged to use this opportunity to ask clarifying questions, obtain a better understanding of the project, or to notify the BCD/BWC 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 BCD/BWC.

1.4 BID SUBMISSION

1.4.1 Bids Must Be Sealed and Labeled. Bids must be sealed and labeled on the outside of the package to clearly indicate that they are in response to IFB Poindexter Slough. ***Bids must be received at the receptionist's desk of the Beaverhead Conservation District prior to 12:00 pm local time, November 3rd, 2014.*** 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.

1.4.2 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 at the receptionist's desk at the designated office by the designated time. Late bids will not be opened and may be returned to the bidder at the expense of the bidder or destroyed if requested.

1.4.3 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 in response to this IFB guarantees that the offer has been established without collusion and without effort to preclude the BCD/BWC from obtaining the best possible supply or service.

1.4.4 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."

1.5 CHANGE OR WITHDRAWAL OF BIDS

1.5.1 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 to the procurement officer (e-mail notices containing prices are not allowed and will be disqualified).

1.5.2 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 as allowed by ARM 2.5.505. The bidder shall submit verification of the correct bid to the BCD/BWC prior to the final award by the BCD/BWC.

1.6 BID AWARDS

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

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

- Cancel or terminate this IFB (18-4-307, MCA);
- Waive any undesirable, inconsequential, or inconsistent provisions of this IFB which would not have significant impact on any bid (ARM 2.5.505); or
- If awarded, terminate any contract if the BCD/BWC determines adequate funds are not available (18-4-313, MCA).

SECTION 2: DELIVERY REQUIREMENTS

2.0 DELIVERY REQUIREMENTS

2.0.1 Delivery Date. The DELIVERY DATE space on the cover sheet must be completed to indicate day, month, and year, or a specific number of days after receipt of order (ARO). Failure to comply with the requirements may invalidate a bidder's quotation for any or all items.

2.0.2 Requested Delivery Date. The Contractor shall deliver all items described in this bid as soon as possible but no later than December 31, 2015.

SECTION 3: SPECIAL TERMS AND CONDITIONS

3.0 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 BCD/BWC 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 of observed defects has been given and shall proceed to immediately remedy these defects. Should the Contractor fail to respond to the notice or not remedy the defects, the BCD/BWC 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 BCD/BWC; and
- (f) Remove all construction equipment, tools, and excess materials before final payment by the BCD/BWC.

3.2 MEETINGS

The Contractor is required to meet with the BCD/BWC'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 BCD/BWC in the performance of their respective obligations, at no additional cost to the BCD/BWC. Meetings will occur as problems arise and will be coordinated by the BCD/BWC. 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.

3.3 COMPLIANCE WITH WORKERS' COMPENSATION ACT

Contractors are required to comply with the provisions of the Montana Workers' Compensation Act while performing work for the State of Montana 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, or documentation of corporate officer status. Neither the Contractor nor its employees are employees of the BCD/BWC. This insurance/exemption must be valid for the entire term of the contract. A renewal document must be sent to the Beaverhead Conservation District upon expiration.

3.4 INSURANCE REQUIREMENTS

3.4.1 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.

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

3.4.3 Deductibles and Self-Insured Retentions. Any deductible or self-insured retention must be declared to and approved by the BCD/BWC. At the request of the agency either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the BCD/BWC, 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.

3.4.4 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 Beaverhead Conservation District. The Contractor must notify the BCD/BWC immediately, of any material change in insurance coverage, such as changes in limits, coverages, change in status of policy, etc. The BCD/BWC reserves the right to require complete copies of insurance policies at all times.

3.5 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 BCD/BWC 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.

3.6 PATENT AND COPYRIGHT PROTECTION

3.6.1 Third Party Claim. In the event of any claim by any third party against the BCD/BWC that the products furnished under this contract infringe upon or violate any patent or copyright, the BCD/BWC shall promptly notify Contractor. Contractor shall defend such claim, in the BCD/BWC's name or its own name, as appropriate, but at Contractor's expense. Contractor will indemnify the BCD/BWC against all costs, damages, and attorney's fees that accrue as a result of such claim. If BCD/BWC 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.

3.6.2 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 BCD/BWC the right to continue using the alleged infringing product, or modify the product so that it becomes noninfringing. If none of the above options can be accomplished, or if the use of such product by the BCD/BWC shall be prevented by injunction, the BCD/BWC will determine if the Contract has been breached.

3.7 CONTRACTOR PERFORMANCE ASSESSMENTS

The BCD/BWC 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 BCD/BWC 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.

3.8 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 BCD/BWC cannot execute a contract for construction to a Contractor who is not registered (39-9-401, MCA).

3.9 CONTRACTOR WITHHOLDING (for construction)

Section 15-50-206, MCA, requires the state 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.

3.10 MONTANA PREVAILING WAGE REQUIREMENTS

3.10.1 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.

3.10.2 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.

3.11 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 BCD/BWC, 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 BCD/BWC 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 BCD/BWC 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 BCD/BWC terminates a project or this contract for cause, then the BCD/BWC 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 BCD/BWC may have otherwise accrued as a result of said termination.

3.12 CONTRACT TERMINATION

3.12.1 Termination for Cause. The BCD/BWC may, by written notice to the Contractor, terminate this contract in whole or in part at any time the Contractor fails to perform this contract.

3.12.2 Reduction of Funding. The BCD/BWC must terminate this contract if funds are not appropriated or otherwise made available to support the BCD/BWC's continuation of performance of this contract in a subsequent fiscal period.

SECTION 4: SPECIFICATIONS AND PRICING SCHEDULE

4.0 EQUIVALENT PRODUCTS

Requirements designated in this bid must be satisfied, or a functional equivalent bid submitted, which is acceptable to the BCD/BWC. 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.

4.1 PRICES

4.1.1 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 carriage to the place of delivery to the BCD/BWC 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 BCD/BWC location(s).

4.1.2 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.

4.2 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."

SECTION 5: Scope of Work and Timeline

Scope of Work

The selected contractor will be responsible for installing two irrigation headgates and one pin and plank diversion for the Poindexter Slough Habitat Enhancement Project. The selected contractor is expected to work closely with the design engineers to ensure proper installation of the design details included in Appendix B and follow the construction specifications included in Appendix C. All in-stream habitat enhancements for the project are not included in this IFP and have been awarded through a separate Request for Proposals.

Work elements include:

- Removal of Existing Headgate and Construction of new headgate at upstream extent of Poindexter Slough (Station 0+00).
- Removal of existing Dillon Canal headgate and construction of new headgate for the Dillon Canal. (Station 139+73).
- Removal of existing pin and plank structure at Dillon Canal diversion and construction of new pin and plank structure at the Dillon Canal diversion. (Station 139+73).

Timeline:

Invitation for Bid	10/8/14
Mandatory pre-proposal site walk through	10/23/14
Bids due	11/3/14
Contract finalized and signed	11/10/14
Start of Construction	11/24/14
Final project walk through	to be determined

Bid sheet can be found in Appendix E

IFB Checklist

Have you remembered to:

- Check our website for the latest addendum to the IFB
- Sign each "Acknowledgment of Addendum" if required
- Sign your bid on our cover sheet
- Mark your mailing envelope or box with the IFB number and the opening date under your return address
- Carefully review the "Standard Terms and Conditions"
- Carefully review all listed requirements to ensure compliance with the IFB
- Initial all bid/pricing changes you made
- Bid F.O.B. Destination (Ship To: Address) Freight Prepaid

APPENDIX A

MONTANA PREVAILING WAGES RATES FOR Construction SERVICES 2014

**Note: This document is provided in PDF format as a separate file and may be found with IFB Poindexter Slough Fishery Enhancement - Structures at www.beaverheadwatershed.org.
Current prevailing wage rates can be found at:
<http://erd.dli.mt.gov/labor-standards/state-prevailing-wage-rates>.
This appendix is a critical and necessary element of this IFB.**

