



## **INVITATION FOR BID (IFB)**

**Name of Good or Service Requested: Waterborne Traffic Paint**

### **Contents:**

- A. Summary of Invitation for Bid
- B. Instructions to Bidders
- C. Contract Requirements and Specifications
- D. Pricing and Addendum
- E. Standard Terms and Conditions
- F. Conditions and Non-Collusion Form
- G. Intent to Respond Form



## **A. Summary of Invitation for Bid**

This bid is for the purpose of entering into a three-year contract for Waterborne Traffic Paint for the City of Billings, Street/Traffic Division. The successful bidder agrees to provide the City of Billings with an acceptable quality of equipment/service, performance and workmanship as determined by the City of Billings.

It is the purpose of this bid to obtain the best quality of equipment/service at the most favorable price to the City of Billings. Consideration will be given for the level of service offered and ability to meet stated specifications as outlined in the contract documents.

The lowest bid need not be accepted if it is documented that a specific supplier in the past has been a poor performer or has provided poor goods.

## **B. Instructions to Bidders**

Sealed bids entitled **Waterborne Traffic Paint** for the City of Billings, Public Works Department, Street/Traffic Division, Billings, Montana, will be received by the City Clerk up until 2:00 PM (MST) on Tuesday, March 23, 2021.

**\*ATTENTION\*** Notice regarding bid submittals, public [bid openings](#) and bid security maintenance. The process in which bids may be submitted, accepted and opened, has changed due to the COVID-19 response. All bids may be submitted to Billings City Clerk via email at [bids@billingsmt.gov](mailto:bids@billingsmt.gov), or by mail to P.O. Box 1178, Billings, MT 59103 or 210 North 27<sup>th</sup> Street, Billings, MT 59101. Bid openings will be held live on the City's Facebook page: <https://www.facebook.com/Billings-MT-City-Government-74352842013/>. No hand-delivered bids will be accepted in order to prohibit the transmission of COVID-19. Bid tabulations will be posted for public viewing after the bids have been opened.

More specific additional information regarding this Waterborne Traffic Paint may be obtained by contacting Derick Miller via telephone at 406-657-8250, or via email at [millerd@billingsmt.gov](mailto:millerd@billingsmt.gov).

Each bid must be accompanied by a Certified Check, Cashier's Check, or Bid Bond payable to the City of Billings, Montana, in the amount of \$15,000.00. The bid security will be retained by the City Clerk until the successful bidder enters into a contract with the City of Billings. If no contract is entered into, by the successful bidder, within sixty (60) days the security may be forfeited to the City of Billings.



No bids may be withdrawn after the scheduled time for the public opening of bids, which is 2:00 PM (MST) on Tuesday, March 23, 2021.

The right is reserved to reject any or all bids received, to waive irregularities, to postpone the award of the contract for a period of not to exceed sixty (60) days, and to accept that bid which is in the best interests of the City of Billings, Montana.

The City of Billings is an Equal Opportunity Employer.

### EXAMINATION OF DOCUMENTS

Before submitting a bid, the bidder shall:

- a. Carefully examine the Standards and Specifications as well as all other attached documents;
- b. Fully inform themselves of the existing conditions and limitations;
- c. Include with the bid sufficient information to cover all items required in the specifications.

### BID COMPLIANCE

It shall be the responsibility of the bidder to see that all bids are submitted to the office of the City Clerk before 2:00 PM (MST) on Tuesday, March 23, 2021.

### BID MODIFICATIONS

Bids shall be made on the forms provided herein; they shall not contain any recapitulation of the work to be done. Modifications, additions or changes to the terms and conditions of this Invitation for Bid may be cause for rejection of the bid. Bids submitted on other forms may be rejected.

### INTERPRETATION PRIORITY

Should a bidder find discrepancies in, or omissions from, the specifications, or be in doubt as to their meaning, bidder shall notify Derick Miller at 4884 Midland Rd, Billings, MT 59101, who will send written instructions or addenda to all bidders. The City will not be responsible for oral interpretation. All addenda issued prior to bid opening shall be incorporated into and become a portion and part of the contract/agreement upon award. Questions received less than ninety-six (96) hours before the bid opening cannot be answered.

### WITHDRAWAL OF BIDS

Bidders may withdraw their bid either personally or by written request at any time



prior to the time set for bid opening. No bid may be withdrawn or modified after the time set for opening, unless and until the award of the contract is delayed for a period exceeding sixty (60) days.

### BID PRICE VALID

Bidders must honor their bid price for sixty (60) days from the date of sealed bid opening.

### CERTIFICATION

The bidder certifies that the bid has been arrived at by the bidder independently and has been submitted without any collusion designed to limit independent bidding or competition. The bidder further certifies that the materials, products, services and/or goods offered herein meet all requirements of the stated specifications and are equal in quality, value and performance with highest quality, nationally advertised brand and/or trade names.

Manufacturer's trade names, if used in specifications, are for the express purpose of establishing a standard of quality and coordination of design, not for the purpose of limiting competition.

### ELIGIBILITY

The successful bidder will be required to provide copies of the following, or the ability to obtain the following within 15 days of notification of contract award:

- Completed and signed the new vendor forms, if necessary (to be eligible for payment): <http://mtbillings3.civicplus.com/DocumentCenter/View/26004>
- City of Billings Business License: <http://ci.billings.mt.us/981/Business-Licenses>
- Montana Contractor's License: <http://erd.dli.mt.gov/work-comp-regulations/montana-contractor/construction-contractor-registration>
- Certificate of Workman's Compensation or Certificate of Exemption from Workman's Compensation: <http://erd.dli.mt.gov/work-comp-regulations>
- The successful bidder will be required to purchase a City business license and complete the new vendor forms in order to be eligible for payment.

### EVIDENCE OF QUALIFICATION

Upon request of the City of Billings, a bidder whose bid is under consideration for award may be required to manifest satisfactory evidence of his financial resources, experience, the organization and equipment as well as service provisions bidder has available or will make available. In determining the lowest responsible bidder,



in addition to price, the following considerations may be addressed:

- a) The ability, capacity and skill of the bidder to perform the contract or provide the service required.
- b) The character, integrity, reputation, judgment, experience and efficiency of the bidder.
- c) Whether the bidder can perform the contract within time specified.
- d) The quality of performance of previous contracts, agreements and/or performance.
- e) Previous and/or existing compliance by the bidder with laws relating to the contract or services.
- f) Such other information which may be secured having a bearing on the decision to award the contract.

#### **CONTRACTORS' GROSS RECEIPTS TAX AND PREVAILING WAGE RATES**

The bidder understands that, if applicable, all contractors or subcontractors working on a publicly funded construction project are required to pay or have withheld from earnings one percent (1%) of the gross contract price if the gross contract price is Five Thousand Dollars (\$5,000) or more.

The bidder also understands that, if applicable and 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 pursuant thereto. Unless superseded by federal law, each contractor shall ensure that at least 50% of the 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.

#### **C. Contract Requirements and Specifications**

Waterborne Traffic Paint shall be delivered per bid after receipt of order and shall be delivered to 4848 Midland Road, Billings, MT 59101.

#### **D. Pricing and Addendum**

Please bid net prices at which you will agree to furnish required goods or services.



TOTAL BID PRICE:

	Price/Gallon Totes	Price/Gallon 5 gal buckets
Year 1	\$ dollars	\$ dollars
Year 2	\$ dollars	\$ dollars
Year 3	\$ dollars	\$ dollars

I/We acknowledge \_\_\_\_\_ addendum.  
#

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Contact Name (please print)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature of Contact Position

By signing the above, I certify that I am authorized by the Company named above to respond to this request.

## E. Standard Terms and Conditions

In case of default by the successful bidder or failure to deliver the goods or services within the time specified, the City Purchasing Agent, after written notice, may procure them from other sources and hold contractor responsible for excess costs occasioned thereby.

The specifications attached to the instructions to bidders establish a standard of quality desired by the City of Billings. Any bidder may submit quotations on any article which substantially complies with these specifications as to quality, workmanship and service. The City of Billings reserves the right to make its selections of materials or services purchased, based on its best judgment as to which articles substantially comply with the requirements of the specifications.

No alteration in any of the terms, conditions, delivery, quality, or specifications will be effective without prior written consent of the City of Billings.

No exception to delivery or service dates shall be allowed unless prior written approval is first obtained from the City of Billings.



The contractor warrants all articles supplied under this contract to conform to specifications, herein. The contractor will deliver a warranty stating that all articles supplied under the contract are fit and sufficient for the purpose manufactured, merchantable, and free from defects.

In the event the City is entitled to a prompt payment or cash discount, the period of computation shall commence on the date of delivery, or receipt of correctly completed invoices, whichever is later. If an adjustment of payment is necessary, the discount period shall commence on the date final approval for payment is authorized.

The contractor agrees not to discriminate against any client, employee or applicant for employment or for services, because of race, creed, color, national origin, sex or age with regard to, but not limited to, the following: employment upgrading; demotion or transfer; recruitment or recruitment advertising; layoffs and termination; rates of pay or other forms of compensation; selection for training; rendition of services. It is further understood that any contractor who is in violation of this shall be barred forthwith from receiving awards of any purchase order for the City unless a satisfactory showing is made that discriminatory practices have terminated and that a reoccurrence of such acts are unlikely.

The City reserves the right to cancel and terminate this contract forthwith upon giving 30 days written notice to the contractor. (This provision does not apply to the purchase of materials and equipment. A purchase order for materials and equipment is a binding contract.)

Should either party employ an attorney or attorneys or utilize the services of in-house attorneys to enforce any of the provisions hereof or to protect its interest in any manner arising under this contract, the non-prevailing party in any action pursued in a court of competent jurisdiction agrees to pay to the prevailing party all reasonable costs, damages, expenses, and attorneys' fees, including fees for in-house attorneys, expended or incurred in connection therewith.

Where applicable, possible or required, bidder is required to submit descriptive literature, sample material, design sketches and detailed shop drawings. Failure to submit required items may result in rejection of the bid or termination of contract.

The successful bidder may not make any advertising or sale use of the fact that contract items are being used by purchaser and other approved agencies, under penalty of contract termination.

This Agreement shall be construed and enforced in accordance with the laws of the State of Montana. Venue for any suit between the parties arising out of this Agreement shall be the State of Montana Thirteenth Judicial District Court, Yellowstone County.



The contractor may not assign or subcontract the agreement, or the right to receive reasonable performance of any act called for by the contract, shall be deemed waived by a waiver by City of a breach thereof as to any particular transaction or occurrence.

Regardless of FOB point, contractor agrees to bear all risks of loss, injury, or destruction of goods and materials ordered herein and such loss, injury, or destruction shall not release contractor from any obligation hereunder.

All materials submitted in response to this IFB become public records under Article II, Section 9 of the Montana Constitution and §§ 2-6-102 and 7-1-4144, MCA and may be distributed by written request pursuant to Montana's Constitutional Right to Know or Public Records Acts.

Information provided in response to this IFB will be held in confidence and will not be revealed or discussed with competitors prior to award of Contract by Council. However, one copy of each bid submitted shall be retained for the official files of the Department and will become public record after award of the Contract.

Records and materials that are constitutionally protected from disclosure are not subject to the provisions of this section.





## F. Conditions and Non-Collusion Agreement

To receive consideration, this form must be signed in full by a responsible, authorized agent, officer, employee or representative of your firm.

### CONDITIONS AND NON-COLLUSION AGREEMENT

We have read and agree to the conditions and stipulations contained herein and to the Standard Terms and Conditions contained on the attached.

We further agree to furnish the product/services specified at the prices stated herein. We additionally agree to deliver the products/services to the location and by the date set forth herein, if applicable.

In signing this bid, you also certify that you have not, either directly or indirectly, entered into any agreement or participated in any collusion or otherwise taken any action in restraint of free competition; that no attempt has been made to induce any other person or firm to submit or not to submit a bid; that this bid has been independently arrived at without collusion with any other bidder, competitor or potential competitor; that this bid has not been knowingly disclosed prior to the opening of bids to any other bidder or competitor; that the above statement is accurate under penalty of perjury.

\_\_\_\_\_  
Legal Name of Firm/Corporation

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Address

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
City/State/Zip

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Telephone Number

