



INVITATION FOR BID (IFB)

Name of Good or Service Requested:

Modular Home for the City of Billings Community Development Division

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Summary of Invitation for Bid

This bid is for the purpose of entering into a contract for the purchase and placement of **one (1) modular home** for the City of Billings Community Development (CD) Division. The successful Bidder agrees to provide the City of Billings CD Division with an acceptable quality home / equipment / service, performance and workmanship as determined by the City of Billings (City).

It is the purpose of this bid to obtain the highest, best quality home / equipment / service at the most favorable price to the City of Billings CD Division. 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 and/or contractor in the past has been a poor performer or has provided poor goods.

Instructions to Bidders

Sealed bids entitled ***"Modular Home for the City of Billings Community Development Division"*** will be received by the City Clerk up until 2:00 PM (MST) on Tuesday, August 16, 2022.

All bids may be submitted to the Billings City Clerk, via email at bids@billingsmt.gov or via mail or delivery at 210 N. 27th Street, Billings, MT 59101 (P. O. Box 1178, Billings, MT 59103). Bids will be publicly opened and read aloud via Facebook Live on the City's Facebook page: <https://www.facebook.com/Billings-MT-City-Government-74352842013/>. Bid tabulations will be posted for public viewing after the bids have been opened.

More specific additional information regarding this ***Modular Home for the City of Billings Community Development Division IFB*** may be obtained by contacting Tam Rodier, CD Program Coordinator, via telephone by calling 406.657.8284, or via email to rodier@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 an amount not less than ten percent (10%) of the total amount of the bid. The bid security will be retained by the City Clerk until the successful bidder enters into a contract with the City of Billings. If the successful bidder does not



enter into a contract within sixty (60) days, the successful bidder's security may be forfeited to the City of Billings.

The successful Bidder will be required to furnish an approved Performance Bond in the amount of one hundred percent (100%) of the contract amount.

No bids may be withdrawn after the scheduled time for the public opening of bids, which is 2:00 PM (MST) on Tuesday, August 16, 2022.

The right is reserved to reject any or all bids received, to waive irregularities, to postpone the award of the contract for a period 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. The Contractor and subcontractor(s) shall abide by the requirements of [41 CFR 60-300.5\(a\)](#) and [41 CFR 60-741.5\(a\)](#), which prohibit discrimination against qualified protected veterans and/or qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans and individuals with disabilities.

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, August 16, 2022.

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 Tam Rodier, CD Program Coordinator via email to rodiert@billingsmt.gov who will send written instructions or addenda to all Bidders who have submitted an Intent to Respond form. 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

Bidder acknowledges that no contractual relationship with the City exists until execution of the resulting contract following City Administration or City Council approval. Because contract approval can be delayed due to scheduling or unforeseen circumstances, the Bidder must honor their pricing and any other terms set forth in the proposal for at least ninety (90) days after the bid due date.

The prices established from this bid may be extended to other political subdivisions within the State of Montana solely at the vendor's discretion.

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 brands 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.

Insurance

The Bidder certifies that they shall maintain in good standing the insurance outlined below:"



- a. Workers' compensation and employer's liability coverage as required by Montana law.
- b. Commercial general liability, including contractual and personal injury coverage's — \$750,000 per claim and \$1,500,000 per occurrence.
- c. Automobile liability — \$1,500,000 per accident.
- d. Professional liability in the amount of \$1,500,000 per claim.

Each policy of insurance required by this section shall provide for no less than 30 days' advance written notice to the City prior to cancellation.

The City shall be listed as an additional insured on all policies except Professional Liability and Worker's Compensation Policies.

In addition, all policies except Professional Liability and Worker's Compensation shall contain a waiver of subrogation against the City.

Bidder shall comply with the applicable requirements of the Workers' Compensation Act, Title 39, Chapter 71, MCA, and the Occupational Disease Act of Montana, Title 39, Chapter 71, MCA. Bidder shall maintain workers' compensation insurance coverage for all members and employees of Bidder's business, except for those members who are exempted as independent contractors under the provisions of §39-71-401, MCA.

The certificate will be provided to the City prior to contract execution.

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): [New City Vendor Forms](#)
- City of Billings Business License: [City of Billings Business-Licenses](#)
- Montana Contractor's License: [Montana construction-contractor registration](#)
- Certificate of Workman's Compensation or Certificate of Exemption from Workman's Compensation: [Workman's Compensation](#)
- Unique Entity ID (UEI) Registration: All contractors must acquire a UEI number through the federal government's System for Award Management (SAM). You can visit the SAM website at [SAM.gov](#) to register. The process is free. Please refer to this [fact sheet](#) for UEI details.



- SAM Registration: Contractors are required to register with the SAM. The process involves creating an Individual Account and then registering as a new entity. Please visit the [SAM.gov](https://sam.gov) website for details or contact the Montana Procurement Technical Assistance Program ([PTAC](#)) for assistance at 406.869.8410. PTAC assistance is free.

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/her/their 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 home / goods / services 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 City intends to withhold this 1% from contractor payments *for construction services* (not for the modular home unit) and the City will submit the funds to the State of Montana as required.

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 non-construction 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.

Equal Employment Opportunity

Bidder must comply with the provision of all applicable federal laws, including Title VI and Title VII of the Civil Rights Act of 1964. Any subcontracting by the Bidder subjects the subcontracting firm(s) or individuals to the same provisions of federal law. In accordance with the Montana Government Code of Fair Practices ([49-3-2-7 MCA](#)), the Bidder must agree that the hiring of persons to work on this contract will be made on the basis of merit and qualification without discrimination on the basis of race, color, creed, sex, age, religion, marital or family status, physical or mental disability, or national origin. HUD also prohibits discrimination based on sexual orientation or gender identity.

Fair Housing Opportunity

The City of Billings and HUD enforces the Fair Housing Act. Title VIII of the Civil Rights Act of 1968 prohibits discrimination in the sale, rental and financing of dwellings based on race, color, creed, sex, age, religion, marital or family status, physical or mental disability, or national origin. HUD also prohibits discrimination based on sexual orientation or gender identity (www.billingsmt.gov/fairhousing).

Section 3

[Section 3](#) of the Housing and Urban Development Act of 1968 ensures that employment and economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible and consistent with existing federal, state and local laws and regulations, be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing, and to business concerns that provide economic opportunities to low- and very low-income persons. The successful Bidder agrees to comply with Section 3 (<https://www.billingsmt.gov/Contractors>).

Minority-Owned Business Enterprise / Women-Owned Business Enterprise

Job and contract opportunity outreach must ensure inclusion of businesses owned by minorities and women ([MBE/WBE](#)).



Contract Requirements and Specifications

This IFB is issued for the purpose of obtaining information and pricing regarding the purchase, transport, set up, and warranty of one (1) new modular affordable housing unit. The lot on which the affordable modular home is to be placed is owned by the City of Billings and is addressed as 930 Steffanich Drive, Billings, MT 59105. The lot is zoned N2, Mid-Century Neighborhood Residential.

The successful Bidder is expected to install one (1) suitable new modular home unit (see specifics below) meeting all applicable federal, state, and local codes and ordinances. This includes construction of a permanent foundation meeting current zoning code, setback requirements, and building codes; transport of the modular home to the site; setting the home and securing it to the permanent foundation; backfilling the foundation; installing accessible access to at least one exterior door; hooking up all utilities (water, sewer, electricity, natural gas); providing hookup ready broadband internet and phone; constructing and/or installing a one-car garage and concrete driveway; repairing, patching and finishing any issues resulting from transport and installation; passing all City of Billings building, zoning and other necessary and/or required inspections; ensuring the unit is move-in ready; providing a minimum 1-year warranty for the modular home and all items noted above; and transferring ownership to the City of Billings upon payment by the City of Billings.

Suitable new modular home will include, ***at a minimum***:

- 1,100 square feet of living space,
- Must be compatible in value, design and amenities with the surrounding neighborhood.
- Three (3) bedrooms each with at least one egress window,
- One full bathroom with basic maneuvering space (preferably two bathrooms)
- Walls adjacent to toilets, bathtubs and shower stalls reinforced for later installation of grab bars,
- A laundry area or room with fully functional washer and dryer hookups,
- Lever style faucets for laundry hook-up, bathroom sinks, and kitchen sink,
- Gas water heater; 50-gallon minimum,
- Energy Star rated appliances throughout the house (central furnace / air conditioning, water heater, refrigerator, stove/oven, microwave),
- Window and door headers throughout,
- Low-E windows throughout,
- Energy Star insulation R-values throughout,
- Electrical junction boxes throughout (meeting current electrical code),
- Outlets mounted not less than 15 inches above floor covering,



- Light switches, control boxes and/or thermostats mounted not more than 48 inches above floor covering,
- Standard exterior siding and trim. Paint scheme at bidders discretion, but must be aesthetically pleasing,
- 32" wide front and rear entry doors with deadbolts,
- One (1) exterior faucet with hose bib,
- Meet all specifications noted above, and
- Delivery to the site, set up, and move-in ready as quickly as possible, and/or by June 30, 2023.

The expected outcome of this project is the highest, best quality affordable housing unit.

Evaluation and Selection Processes

Initial Evaluation

Bids received will undergo an initial review to determine:

- Compliance with instructions stated in the IFB, and
- Compliance with proposal submittal date.

Phase II Evaluation

A bid review committee comprised of staff from multiple City offices will review bids passing the initial evaluation. The committee will evaluate and consider the following:

- Overall bid contents,
- Foundation construction plans (must meet setback requirements & building code)
- Site improvement plans (backfilling foundation, concrete work, etc.)
- Housing unit layout and design,
- Accessible access to at least one exterior door,
- Delivery / setup schedule and bidder's ability to meet,
- Ability to meet or exceed minimum "suitable new modular home" items (deductions for items not included),
- Plans for utility hookups,
- Exterior design aesthetics,
- Garage design and construction plans,
- Building site cleanup details,
- Warranties (housing unit, garage, appliances, etc.)
- Bidder's ability to meet overall goal of creating affordable housing, and
- Other items / issues deemed appropriate by the review committee.



Pricing and Addendum(s)

Project Name:	<i>New Modular Home for the City of Billings CD Division</i>	
		Price
New Modular Home (unit cost, transport, set up, repairing transport issues, etc.)		
Provide the following details: Year ____; Manufacturer ____; Model ____; Sq. Footage ____ # Bedrooms ____ # Bathrooms ____ <i>Please attach brochure, floor plan, and/or pictures</i>		
Foundation (design, construction, back filling, etc.)		
Professional Fees (as needed or required – architectural, engineering, etc.)		
Permits (engineering, building, right-of-way, etc.)		
Single-Car Garage (complete cost)		
Building Site Cleanup Work Following Construction (including removal of excavated dirt, etc.)		
Utilities Installation, Hookup Fees, etc. (water, sewer, electricity, natural gas, broadband internet, phone)		
Concrete (drive approach, driveway, accessible access, sidewalk (if required), etc.)		
Other Costs (provide breakdown)		
TOTAL BID:		

I/We acknowledge _____ addendum(s).
#

Company Name

Date

Contact Name (please print)

Title

Signature of Contact

By signing the above, I certify that I am authorized by the Company named above to respond to this Invitation For Bid (IFB).



Specifications Exceptions Form

Project Name:	<i>New Modular Home for the City of Billings CD Division</i>
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In the interest of fairness and sound business practice, it is mandatory that you state any exceptions taken by you to our specifications.

It is not the City's responsibility to ferret out information concerning the materials, which you intend to furnish.

If your bid does not meet all of our specifications you must state so on the spaces provided below for consideration (attach additional sheet(s), if necessary):

1.	
2.	
3.	
4.	
5.	

Bids on modular homes, equipment, supplies, services and tangible items not meeting specifications may be considered by the City; however, all deviations must be listed above.

If your bid does not meet our specifications, and your exceptions are NOT listed above, in the spaces provided, the City may claim forfeiture of your bid security or bid bond.

Please check the appropriate box before signing:

- ☐ I **DO NOT** meet specifications, as listed on this IFB: exceptions are stated in the spaces provided above and/or attached hereto.
- ☐ I **DO** meet specifications.

Company Name

Date

Contact Name (please print)

Title

Signature of Contact

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



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.

Regardless of FOB point, vendor / 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 the City of Billings. However, one copy of each bid submitted shall be retained for the official files of the City of Billings CD Division 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.



Intent to Respond Form

Project Name:	<i>New Modular Home for the City of Billings CD Division</i>
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Email this Intent to Respond form to rodiert@billingsmt.gov at least four (4) days prior to the Bid Opening date of August 16, 2022, even if your company may ultimately choose NOT to participate, to ensure the organization receives any and all addendums to this IFB.

To: City of Billings – Community Development Division
Attn: Tam Rodier, CD Program Coordinator
Phone: 406.657.8284
Email: rodiert@billingsmt.gov

From: _____ Contact Name

Company Name

Company Address

Email Address

Phone Number

Fax Number

Please indicate whether or not you intend to submit a bid on the *Modular Home for the City of Billings Community Development Division* by checking Yes or No below:

We intend to respond by the specified due date:

☐ Yes ☐ No

Company Name Date

Contact Name (please print) Title

Signature of Contact

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



Questions

Questions regarding this Invitation for Bid (IFB) must be sent to the contact person listed in the “Instructions to Bidders” section no later than 5 business days prior to due date. The City will make every effort to provide a written response within 2 business days. Whenever responses to inquiries would constitute a modification or addition to the original IFB, the reply will be made in the form of an addendum to the IFB, a copy of which will be posted on the City’s website and forwarded to all people / organizations who have submitted an “Intent to Respond” form.

Questions must be submitted via email using the “Master Q & A” form (Attachment A) and will provide the following, at a minimum:

- Bidder / organization’s name and appropriate contact information.
- The question, clearly stated.
- Specific reference to the applicable IFB section(s).

Protests

Any Bidder protest of award recommendations and/or bid specifications must be filed with the Purchasing Agent within seven (7) days of bid opening.

Upon receiving a written protest, the Purchasing Agent, with assistance from the City’s Legal Department, determines if the protest has sufficient merit and if so, schedules an informal hearing with the protesting Bidder and the user Department.

At this hearing, all parties discuss the basis of the protest and attempt to resolve the dispute based on fact. If the protesting party is not in agreement with the results of the informal hearing, they may appeal to the City Administrator.



ATTACHMENT A: MASTER Q & A FORM

Invitation for Bid:	<i>Modular Home for the City of Billings Community Development Division</i>
Any questions regarding this IFB should be submitted according to the process outlined below. The City will make every effort to answer within two (2) days of receiving the questions.	
Q&A Process	<ol style="list-style-type: none"> 1. Complete one line in the table below for each question or concern. 2. Provide the IFB section and/or page number references (if applicable). 3. Submit the completed form via email to rodiert@billingsmt.gov. Attach associated documents as necessary. <p>Please contact Tam Rodier (rodiert@billingsmt.gov) with any questions regarding this process.</p>

Questions from: _____ Company: _____
 Name

Email Address: _____

#	Date Submitted	Reference Section	Question or Concern	City Response
1				
2				
3				
4				