

**SECTION 00100
ADVERTISEMENT FOR BIDS**

1811-01794 – Lighting Cheyenne Ave Safety Improvements

**NORTHERN CHEYENNE TRIBE
LAME DEER, MONTANA**

NOTICE IS HEREBY GIVEN that the **Northern Cheyenne Tribe** of Lame Deer, Montana, will receive bids until **September 25, 2020** at the hour of **10:00 AM (MT)** at the Tribal Administration Offices located at 600 Cheyenne Avenue, Lame Deer, Montana, 59043 or by mail to Po Box 128, Lame Deer, Montana, 59043. The bid documents shall be sealed and endorsed, **“1811-01794 – Lighting Cheyenne Ave Safety Improvements”**. This is for the furnishing of materials, labor, equipment and skill required for the purpose of **installation of luminaires and electrical work** as is more fully described and set forth in the Project Manual and Plans, which is now on file in the office of the Northern Cheyenne Tribe, Lame Deer, Montana. Bids shall be publicly opened and read on **September 25, 2020** at the hour of **11:00 AM (MT)** at the Northern Cheyenne Tribal Transportation Building at 1134 Black Kettle Road in Lame Deer, Montana.

The project generally consists of, but is not necessarily limited to, the following major items:

Installation of luminaires and electrical work.

The Contract Documents consisting of a Project Manual with plans and details may be examined or obtained, or a site visit scheduled from Renessa Russette at the Northern Cheyenne Tribe Procurement Office at 600 Cheyenne Avenue or by calling (406) 477-4810.

The Bidder is advised that the Owner is a federally recognized Indian Tribe and is completing the **1811-01794 – Lighting Cheyenne Ave Safety Improvements** project as part of its Tribal Transportation Program (TTP) with funds received under its Federal Highway Administration (FHWA) Agreement as set forth more fully in the Bid Form and the Supplementary Conditions.

The Project shall be conducted in accordance with all applicable Laws and Regulations and the terms of the Owner’s Federal TTP Agreement as amended including the requirement that the project be listed on the TTP Transportation Improvement Program (TIP) approved by the Federal Highway Administration (FHWA).

The Contractor shall comply with all applicable Federal civil rights laws and regulations. The Contractor shall, in all solicitation or advertisements for employees placed by or on behalf of the Contractor, state that all applicants will receive consideration for employment without regard to sex, race, creed, color, or national origin, and that a preference shall be applied for qualified Indian applicants.

This contract includes a Native American Preference. If a Native American contractor’s bid is less than five percent higher than a non-native American contractor’s bid, the contract may be awarded to the Native American Contractor. Firms or individuals seeking such preference must submit evidence of Indian ownership and control in the sealed bid envelope.

The successful Bidder and subcontractors in performance of the construction work will be required to comply with all applicable federal labor laws including minimum wage rates decisions of the United States Department of Labor (Davis-Bacon Act) and the Northern Cheyenne Tribe. The Contractor shall be required to comply with the terms and conditions of the Northern Cheyenne Tribe, including Certification and Compliance of the Tribal Employment Rights Office (TERO). The TERO Information sheets and Compliance Plan are included in the Project Manual only for the Vendor’s convenience, with all TERO documentation to be submitted to the proper TERO authorities listed in the documents. The Contractor must submit a letter stating proof of compliance to the Owner, copied to the Engineer, prior to commencing work. The Tribal Employment Rights Office can be contacted for questions at (406) 477-6287.

The Bidder shall be responsible for paying a 3% TERO fee for the total bid project cost. The cost of the TERO fee shall be absorbed in the cost of other materials. Each TERO payment owed by the successful bidder shall be calculated for each pay request submitted to the tribe, and remitted to the TERO office. The purposes of this procedure are to ensure timely payment to the NCT TERO office.

Bidders are responsible for contacting the Tribe with regard to Tribal tax laws and the business license fee and other requirements. The taxes include contractor's excise, sales and use taxes, additional information is included in the specifications. For more information, contact the Northern Cheyenne Tribe, PO Box 128, Lame Deer, MT 59043 and (406) 477-6287.

The contract work shall be completed within 90 days, in accordance with the Special Provision for Contract Time. Upon award of the contract a Notice to Proceed will be issued stating when construction operations are to begin.

All bids are to be submitted on the basis of cash payment for the work and materials, and each bid shall be accompanied by a certified check or cashier's check or draft for five percent (5%) of the amount of the bid, such check to be certified or issued by either a state or national bank and payable to the Northern Cheyenne Tribe or in lieu thereof, a bidder's bond in a sum equal to ten percent (10%) of the full amount of the bid. Successful Bidder shall furnish an approved Construction Performance Bond and Construction (Labor and Materials) Payment Bond, each in the amount of one hundred percent (100%) of the contract amount. Insurance as required shall be provided by the successful Bidder and a certificate of that insurance shall be provided in accordance with Article 5 of the General Conditions as amended.

No bid may be withdrawn after the scheduled time for the public opening of the Bids specified above.

The **Northern Cheyenne Tribe** reserves the right to reject any and all bids, to waive any informality in any bid, to hold all bids for a period not to exceed sixty (60) days from the date of opening bids, and to accept the bid deemed most favorable to the interest of the Tribe.

Should the Contractor fail to complete the work within the time required herein or within such extra time as may have been granted by formal extensions of time approved by the Owner, there will be deducted from any amount due the Contractor the sum of **\$250.00** per day for each working day that the work is not complete. The Contractor and his surety will be liable for any excess. Such payment will be as liquidated damages and not as a penalty.

All bidders are invited to be present at the public opening of the bids.

Dated this 25th day of September 2020.



Renessa Russette
Procurement Planning Officer
Northern Cheyenne Tribe

Published _____, 2020
_____, 2020