

EXHIBIT 4-F.1

INVITATION FOR BIDS

BIDS will be received by (name of Grantee) herein called the "GRANTEE" at (Physical Address) until (Date); and then at said office publicly opened and read aloud at (Time) on (Date).

Each BID must be submitted in a sealed envelope, addressed to (Grantee contact name) at (Address). Each sealed envelope containing a BID must be plainly marked on the outside as "BID for (Project Name)" and the envelope should bear on the outside the name of the BIDDER, his or her address, and his or her license number. *If forwarded by mail, the sealed envelope containing the BID must be enclosed in another envelope* addressed to the GRANTEE at: (Mailing Address).

All BIDS shall be submitted on the form provided with the Contract Documents. Contract documents may be secured from: (Name and Address). All blank spaces for BID prices must be filled in, in ink or typewritten, and the BID form must be fully completed and executed when submitted. Only one copy of the BID form is required. The GRANTEE may waive any informalities or minor defects or reject any and all BIDS. Any BID may be withdrawn prior to the above scheduled time for the opening of BIDS or authorized postponement thereof. Any BID received after the time and date specified shall not be considered. No BIDDER may withdraw a BID within _____ days after the actual date of the opening thereof. Should there be reasons why the contract cannot be awarded within the specified period, the time may be extended by mutual agreement between the GRANTEE and the BIDDER.

Each bidder will be required to be registered with the Montana Department of Labor.

BIDDERS must satisfy themselves of the accuracy of the estimated quantities in the BID Schedule by examination of the site and a review of the drawings and specifications, including ADDENDA. After BIDS have been submitted, the BIDDER shall not assert that there was a misunderstanding concerning the quantities of work or of the nature of the work to be done.

The GRANTEE shall provide to BIDDERS prior to BIDDING, all information that is pertinent to, and delineates and describes, the land owned and rights-of-way acquired or to be acquired.

The CONTRACT DOCUMENTS contain the provisions required for the construction of the project. Information obtained from an officer, agent, or employee of the GRANTEE, or any other person shall not affect the risks or obligations assumed by the CONTRACTOR or relieve him or her from fulfilling any of the conditions of the contract.

Each BID must be accompanied by a BID guarantee bond payable to the GRANTEE for ten percent (10%) of the total amount of the BID. As soon as the BID prices have been compared, the GRANTEE will return the bonds of all except the three lowest responsible

BIDDERS. When the contract is executed the bonds of the two remaining unsuccessful BIDDERS will be returned. The BID BOND of the successful BIDDER will be retained until the PAYMENT BOND and the PERFORMANCE BOND have been executed and approved, after which it will be returned.

No oral interpretations will be made to any BIDDER as to the meaning of the CONTRACT DOCUMENTS or any part thereof. Every request for such an interpretation shall be made in writing to the Architect/Engineer. Any inquiry received seven (7) or more days prior to the date fixed for opening of BIDS will be given consideration. Every interpretation made to a BIDDER will be in the form of an ADDENDUM to the CONTRACT DOCUMENTS, and when issued, will be on file in the office of the GRANTEE and the office of the ENGINEER or ARCHITECT at least five (5) days before BIDS are opened. In addition, all ADDENDA will be mailed to each person holding CONTRACT DOCUMENTS, but it shall be the BIDDER'S responsibility to make inquiry as to the ADDENDA issued. All such ADDENDA shall become part of the CONTRACT and all BIDDERS shall be bound by such ADDENDA. It shall be the responsibility of the BIDDER to obtain such ADDENDA prior to submitting his or her proposal.

A PERFORMANCE BOND and a PAYMENT BOND, **each in the amount of 100 percent** (100%) of the contract price (with a corporate surety approved by the GRANTEE) will be required to ensure faithful performance of the contract.

Attorneys-in-fact who sign BID BONDS or PAYMENT BONDS and PERFORMANCE BONDS must file with each BOND a certified and effective dated copy of their power of attorney.

The party to whom the contract is awarded will be required to execute the CONTRACT and obtain the PERFORMANCE BOND and PAYMENT BOND within ten (10) calendar days from the date when NOTICE OF AWARD is delivered to the BIDDER. The NOTICE OF AWARD shall be accompanied by the necessary contract and BOND forms. In case of failure of the BIDDER to execute the CONTRACT, the GRANTEE may at his or her option consider the BIDDER in default, in which case the BID BOND accompanying the proposal shall become the property of the GRANTEE.

Within ten (10) days of receipt of acceptable PERFORMANCE BOND, PAYMENT BOND and CONTRACT signed by the Party to whom the CONTRACT was awarded, the GRANTEE shall sign the CONTRACT and return to such party an executed duplicate of the CONTRACT. Should the GRANTEE not execute the CONTRACT within such period, the BIDDER may by written notice withdraw his or her signed CONTRACT. Such notice of withdrawal shall be effective upon receipt of notice by the GRANTEE.

The NOTICE TO PROCEED shall be issued within ten (10) days of the execution of the CONTRACT by the GRANTEE. Should there be reasons why the NOTICE TO PROCEED cannot be issued within such period, the time may be extended by mutual agreement between the GRANTEE and CONTRACTOR. If the NOTICE TO PROCEED has not been issued within the ten (10) day period or within the period mutually agreed upon, the CONTRACTOR may terminate the CONTRACT without further liability on the part of either party.

The GRANTEE may make such investigations as he or she deems necessary to determine the ability of the BIDDER to perform the work, and the BIDDER shall furnish to the GRANTEE all such information and data for this purpose as the GRANTEE may request. The GRANTEE reserves the right to reject any BID if the evidence submitted by, or investigation of, such BIDDER fails to satisfy the GRANTEE that such BIDDER is properly qualified to carry out the obligations of the CONTRACT and to complete the work contemplated therein.

A conditional or qualified BID will not be accepted.

Award will be made to the lowest responsible BIDDER.

All applicable laws, ordinances, and the rules and regulations of all authorities have jurisdiction over construction of the project throughout the term of the contract.

Each BIDDER is responsible for inspecting the site and for reading and being thoroughly familiar with the CONTRACT DOCUMENTS. The failure or omission of any BIDDER to do any of the foregoing shall in no way relieve any BIDDER from any obligation to his or her BID.

The CONTRACTOR will ensure that, to the greatest extent feasible, opportunities for training and employment arising in connection with this HOME-assisted project will be extended to lower income project area residents. Further, the CONTRACTOR will, to the greatest extent feasible, utilize women and minority business concerns located in or substantially owned by residents of the project area, in awarding contracts and procuring services and supplies.

The responsible low BIDDER shall supply the names and addresses of major material suppliers and subcontractors when requested to do so by the GRANTEE.

The contract is being funded in whole or in part with federal funds through the Home Investment Partnerships Program (HOME) that is administered by the Montana Department of Commerce and is subject to all federal laws and regulations as specified under the *Housing and Community Development Act, 1992* (P.L. 102-550)(HR5334, October 28, 1992).

The GRANTEE reserves the right to accept or reject any or all bids, to waive irregularities, to evaluate the bids submitted and to accept the proposal which best serves the interest of the GRANTEE.

(Name of Grantee) is an equal opportunity employer. Minorities and women are encouraged to apply.

The (Names of Grantee) makes reasonable accommodations for any known disability that may interfere with an applicant's ability to compete in the recruitment and selection process or the CONTRACTOR'S ability to perform the essential duties of the job.

In order for the (Name of Grantee) to make such accommodations, the applicant must make known any needed accommodation. Persons using a TDD may call the Montana Relay Services Number: 711.

The ENGINEER/ARCHITECT is: _____

Address: _____

Phone: _____

The OWNER (if different from GRANTEE) is: _____

Address: _____

Phone: _____