STATE OF MONTANA TERM CONTRACT

Department of Administration
State Procurement Bureau
165 Mitchell Building
PO Box 200135
Helena, MT 59620-0135
Phone: (406) 444-2575 Fax: (406) 444-2529
TTY Users-Dial 711
http://www.mt.gov/doa/gsd

T.C. #: SPB09-1741R
Title: LATRINES
This is an exclusive contract.

CONTRACT TERM	FROM	JUNE 1, 2015	CONTRACT STATUS	NEW ()
	TO	MAY 31, 2016		RENEW (XX) 5th Renewal, 7th/final Year
VENDOR ADDRESS	FLATHEAD CONCRETE PRODUCTS INC. PO Box 5251 KALISPELL, MT 59903		ORDER ADDRESS	
ATTN:	RIC REED		ATTN:	
PHONE:	406-752-4259		PHONE:	
FAX:	406-752-7668		FAX:	
E-MAIL:	rreed@flatheadconcrete.com		E-MAIL:	

PRICES: Per Contract

DELIVERY: Per Contract

F.O.B.: Per Agency Request

TERMS: Net 30 Days

REMARKS: Per Amendment No. 7, the term of this contract is June 1, 2015 through May 31, 2016. This is the fifth renewal, seventh and final year of the contract.

IFB No SPB09-1741R	Rhonda R. Grandy, CONTRACTS OFFICER	DATE:

AUTHORIZED SIGNATURE

Standard Terms and Conditions

By submitting a response to this invitation for bid, request for proposal, limited solicitation, or acceptance of a contract, the vendor agrees to acceptance of the following Standard Terms and Conditions and any other provisions that are specific to this solicitation or contract.

ACCEPTANCE/REJECTION OF BIDS, PROPOSALS, OR LIMITED SOLICITATION RESPONSES: The State reserves the right to accept or reject any or all bids, proposals, or limited solicitation responses, wholly or in part, and to make awards in any manner deemed in the best interest of the State. Bids, proposals, and limited solicitation responses will be firm for 30 days, unless stated otherwise in the text of the invitation for bid, request for proposal, or limited solicitation.

ACCESS AND RETENTION OF RECORDS: The contractor agrees to provide the department, Legislative Auditor, or their authorized agents, access to any records necessary to determine contract compliance. (Section 18-1-118, MCA). The contractor agrees to create and retain records supporting the services rendered or supplies delivered for a period of three years after either the completion date of the contract or the conclusion of any claim, litigation, or exception relating to the contract taken by the State of Montana or third party.

ALTERATION OF SOLICITATION DOCUMENT: In the event of inconsistencies or contradictions between language contained in the State's solicitation document and a vendor's response, the language contained in the State's original solicitation document will prevail. Intentional manipulation and/or alteration of solicitation document language will result in the vendor's disqualification and possible debarment.

ASSIGNMENT, TRANSFER AND SUBCONTRACTING: The contractor shall not assign, transfer or subcontract any portion of the contract without the express written consent of the department. (Section 18-4-141, MCA.)

AUTHORITY: The attached bid, request for proposal, limited solicitation, or contract is issued under authority of Title 18, Montana Code Annotated, and the Administrative Rules of Montana, Title 2, chapter 5.

COMPLIANCE WITH LAWS: The contractor must, in performance of work under the contract, fully comply with all applicable federal, state, or local laws, rules and regulations, including the Montana Human Rights Act, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Any subletting or subcontracting by the contractor subjects subcontractors to the same provision. In accordance with section 49-3-207, MCA, the contractor agrees that the hiring of persons to perform the contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing the contract.

CONFORMANCE WITH CONTRACT: No alteration of the terms, conditions, delivery, price, quality, quantities, or specifications of the contract shall be granted without prior written consent of the State Procurement Bureau. Supplies delivered which do not conform to the contract terms, conditions, and specifications may be rejected and returned at the contractor's expense.

DEBARMENT: The contractor certifies, by submitting this bid or proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If the contractor cannot certify this statement, attach a written explanation for review by the State.

DISABILITY ACCOMMODATIONS: The State of Montana does not discriminate on the basis of disability in admission to, access to, or operations of its programs, services, or activities. Individuals who need aids, alternative document formats, or services for effective communications or other disability related accommodations in the programs and services offered are invited to make their needs and preferences known to this office. Interested parties should provide as much advance notice as possible.

FACSIMILE RESPONSES: Facsimile responses will be accepted for invitations for bids, small purchases, or limited solicitations ONLY if they are completely received by the State Procurement Bureau prior to the time set

for receipt. Bids, or portions thereof, received after the due time will not be considered. Facsimile responses to requests for proposals are ONLY accepted on an exception basis with prior approval of the procurement officer.

FAILURE TO HONOR BID/PROPOSAL: If a bidder/offeror to whom a contract is awarded refuses to accept the award (PO/contract) or fails to deliver in accordance with the contract terms and conditions, the department may, in its discretion, suspend the bidder/offeror for a period of time from entering into any contracts with the State of Montana.

FORCE MAJEURE: Neither party shall be responsible for failure to fulfill its obligations due to causes beyond its reasonable control, including without limitation, acts or omissions of government or military authority, acts of God, materials shortages, transportation delays, fires, floods, labor disturbances, riots, wars, terrorist acts, or any other causes, directly or indirectly beyond the reasonable control of the nonperforming party, so long as such party is using its best efforts to remedy such failure or delays.

HOLD HARMLESS/INDEMNIFICATION: The contractor agrees to protect, defend, and save the State, its elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands, causes of action of any kind or character, including the cost of defense thereof, arising in favor of the contractor's employees or third parties on account of bodily or personal injuries, death, or damage to property arising out of services performed or omissions of services or in any way resulting from the acts or omissions of the contractor and/or its agents, employees, representatives, assigns, subcontractors, except the sole negligence of the State, under this agreement.

LATE BIDS AND PROPOSALS: Regardless of cause, late bids and proposals will not be accepted and will automatically be disqualified from further consideration. It shall be solely the vendor's risk to ensure delivery at the designated office by the designated time. Late bids and proposals will not be opened and may be returned to the vendor at the expense of the vendor or destroyed if requested.

PAYMENT TERM: All payment terms will be computed from the date of delivery of supplies or services OR receipt of a properly executed invoice, whichever is later. Unless otherwise noted in the solicitation document, the State is allowed 30 days to pay such invoices. All contractors will be required to provide banking information at the time of contract execution in order to facilitate State electronic funds transfer payments.

RECIPROCAL PREFERENCE: The State of Montana applies a reciprocal preference against a vendor submitting a bid from a state or country that grants a residency preference to its resident businesses. A reciprocal preference is only applied to an invitation for bid for supplies or an invitation for bid for nonconstruction services for public works as defined in section 18-2-401(9), MCA, and then only if federal funds are not involved. For a list of states that grant resident preference, see http://gsd.mt.gov/procurement/preferences.asp.

REDUCTION OF FUNDING: The State must terminate this contract if funds are not appropriated or otherwise made available to support the State's continuation of performance in a subsequent fiscal period. (See section 18-4-313(4), MCA.)

REFERENCE TO CONTRACT: The contract or purchase order number MUST appear on all invoices, packing lists, packages, and correspondence pertaining to the contract.

REGISTRATION WITH THE SECRETARY OF STATE: Any business intending to transact business in Montana must register with the Secretary of State. Businesses that are incorporated in another state or country, but which are conducting activity in Montana, must determine whether they are transacting business in Montana in accordance with sections 35-1-1026 and 35-8-1001, MCA. Such businesses may want to obtain the guidance of their attorney or accountant to determine whether their activity is considered transacting business.

If businesses determine that they are transacting business in Montana, they must register with the Secretary of State and obtain a certificate of authority to demonstrate that they are in good standing in Montana. To obtain registration materials, call the Office of the Secretary of State at (406) 444-3665, or visit their website at http://sos.mt.gov.

SEPARABILITY CLAUSE: A declaration by any court, or any other binding legal source, that any provision of

the contract is illegal and void shall not affect the legality and enforceability of any other provision of the contract, unless the provisions are mutually dependent.

SHIPPING: Supplies shall be shipped prepaid, F.O.B. Destination, unless the contract specifies otherwise.

SOLICITATION DOCUMENT EXAMINATION: Vendors shall promptly notify the State of any ambiguity, inconsistency, or error which they may discover upon examination of a solicitation document.

TAX EXEMPTION: The State of Montana is exempt from Federal Excise Taxes (#81-0302402).

TECHNOLOGY ACCESS FOR BLIND OR VISUALLY IMPAIRED: Contractor acknowledges that no state funds may be expended for the purchase of information technology equipment and software for use by employees, program participants, or members of the public unless it provides blind or visually impaired individuals with access, including interactive use of the equipment and services, that is equivalent to that provided to individuals who are not blind or visually impaired. (Section 18-5-603, MCA.) Contact the State Procurement Bureau at (406) 444-2575 for more information concerning nonvisual access standards.

TERMINATION OF CONTRACT: Unless otherwise stated, the State may, by written notice to the contractor, terminate the contract in whole or in part at any time the contractor fails to perform the contract.

U.S. FUNDS: All prices and payments must be in U.S. dollars.

VENUE: This solicitation is governed by the laws of Montana. The parties agree that any litigation concerning this bid, request for proposal, limited solicitation, or subsequent contract, must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana, and each party shall pay its own costs and attorney fees. (Section 18-1-401, MCA.)

WARRANTIES: The contractor warrants that items offered will conform to the specifications requested, to be fit and sufficient for the purpose manufactured, of good material and workmanship, and free from defect. Items offered must be new and unused and of the latest model or manufacture, unless otherwise specified by the State. They shall be equal in quality and performance to those indicated herein. Descriptions used herein are specified solely for the purpose of indicating standards of quality, performance, and/or use desired. Exceptions will be rejected.

Revised 2/09

LATRINES

1.0 INTRODUCTION

The STATE OF MONTANA, State Procurement Bureau (hereinafter referred to as “the State”) is issuing this contract to Flathead Concrete Products, Inc. for Latrines. A more complete description of the supplies and/or services sought is provided in Section 4 of this contract.

1.1 CONTRACT TERM

The contract term is for a period of two years beginning June 1, 2009 and ending May 31, 2011. Renewals of the contract, by mutual agreement of both parties, may be made at one-year intervals, or any interval that is advantageous to the State. This contract, including any renewals, may not exceed a total of seven years, at the option of the State. The main user of the contract will be the Department of Fish, Wildlife & Parks although this will be open to all State agencies and political subdivisions.

2.0 DELIVERY REQUIREMENTS

2.0.1 Requested Delivery Date. The Contractor shall deliver all items described in this contract as soon as possible but no later than 120 days after receipt of purchase order from the State of Montana, unless mutually agreed upon by the Contractor and the State.

2.0.2 Shipping. Weekends and holidays excepted, deliveries shall be **F.O.B. DESTINATION,** to the location shown below. The term "F.O.B. destination, within the State's premises," as used in this clause, means free of expense to the State and delivered to the location specified. The Contractor shall:

- Pack and mark the shipment to comply with specifications; or if the specifications do not contain specific packing or marking instructions, pack and mark the shipment in accordance with prevailing commercial practices and in such a manner as to ensure delivery in good condition and as required by this contract;
- Prepare and distribute commercial bills of lading and Material Safety Data Sheets (MSDS) as appropriate;
- Deliver the shipment in good order and condition to the point of delivery specified in the contract;
- Be responsible for any loss of and/or damage to the goods occurring before receipt of the shipment by the State at the delivery point specified in the contract;
- Furnish a delivery schedule and designate the mode of delivering carrier; and
- Pay and bear all charges to the specified points of delivery.

3.0 PREFERENCE NOT APPLIED

Reciprocal preference will not be applied to this purchase because federal funds are involved (ARM 2.5.408).

3.1 PURCHASING CARD

The State of Montana has a Purchasing Card Program in place that gives agencies the ability to charge purchases made from these contracts. The State of Montana prefers this method of payment.

3.2 EXCLUSIVE CONTRACT

The intent of this contract is to provide state agencies with an expedited means of procuring supplies and/or services. This contract is considered to be an “Exclusive” use contract and state agencies must obtain the specified product/service from the contract holder(s), unless the contract allows otherwise. However, the State Procurement Bureau does not guarantee any minimum usage totals and it is the individual agency’s responsibility to comply with the terms of the contract.

3.3 COOPERATIVE PURCHASING

Under Montana law, public procurement units, as defined in section 18-4-401, MCA, have the option of cooperatively purchasing with the State of Montana. Public procurement units are defined as local or state public procurement units of this or any other state, including an agency of the United States, or a tribal procurement unit. Unless the bidder/offeror objects, in writing, to the State Procurement Bureau prior to the award of this contract, the prices, terms, and conditions of this contract will be offered to these public procurement units. However, the State Procurement Bureau makes no guarantee of any public procurement unit participation in this contract.

3.4 TERM CONTRACT REPORTING

Term contract holder(s) shall furnish annual reports of term contract usage. Each report shall contain the product description, total quantity sold of each item, total dollars expended, and the name of the agency purchasing the item. The first report for this term contract will be due **May 15, 2010.**

Reported volumes and dollar totals may be checked by the State Procurement Bureau against state records for verification. Failure to provide timely or accurate reports is justification for cancellation of the contract and/or justification for removal from consideration for award of contracts by the State.

3.5 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 State or its representative.

All work rejected as unsatisfactory shall be corrected prior to final inspection and acceptance.

The Contractor shall respond within fifteen 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 State 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) Perform finishing site preparation to limit the spread of noxious weeds before final payment by the State; and
(c) Remove all construction equipment, tools, and excess materials before final payment by the State.

3.6 MEETINGS

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

3.7 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 State. This insurance/exemption must be valid for the entire term of the contract. A renewal document must be sent to the State Procurement Bureau, P.O. Box 200135, Helena, MT 59620-0135, upon expiration.

3.8 INSURANCE REQUIREMENTS

3.8.1 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.

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

3.8.3 Specific Requirements for Commercial General Liability. The Contractor shall purchase and maintain occurrence coverage with combined single limits for bodily injury, personal injury, and property damage of $1,000,000 per occurrence and $2,000,000 aggregate per year to cover such claims as may be caused by any act, omission, or negligence of the Contractor or its officers, agents, representatives, assigns, or subcontractors.

3.8.4 Additional Insured Status. The State, its officers, officials, employees, and volunteers are to be covered and listed as additional insureds for liability arising out of activities performed by or on behalf of the Contractor, including the insured's general supervision of the Contractor; products and completed operations; premises owned, leased, occupied, or used.

3.8.5 Specific Requirements for Automobile Liability. The Contractor shall purchase and maintain coverage with split limits of $500,000 per person (personal injury), $1,000,000 per accident occurrence (personal injury), and $100,000 per accident occurrence (property damage), OR combined single limits of $1,000,000 per occurrence to cover such claims as may be caused by any act, omission, or negligence of the Contractor or its officers, agents, representatives, assigns, or subcontractors.

3.8.6 Additional Insured Status. The State, its officers, officials, employees, and volunteers are to be covered and listed as additional insureds for automobiles leased, hired, or borrowed by the Contractor.

3.8.7 Deductibles and Self-Insured Retentions. Any deductible or self-insured retention must be declared to and approved by the state agency. At the request of the agency either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the State, its officers, officials, employees, and 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.

3.8.8 Certificate of Insurance/Endorsements. Insurance must be placed with an insurer with a

Best's rating of no less than A-. The certificate must also include the State's solicitation number. This insurance must be maintained for the duration of the contract. The State Procurement Bureau, P.O. Box 200135, Helena, MT 59620-0135, must receive all required certificates and endorsements within 10 days from the date of the Request for Documents notice before a contract or purchase order will be issued. Work may not commence until a contract or purchase order is in place. The Contractor must notify the State immediately of any material change in insurance coverage, such as changes in limits, coverage, change in status of policy, etc. The State reserves the right to require complete copies of insurance policies at all times.

3.9 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 State 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.

3.10 PATENT AND COPYRIGHT PROTECTION

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

3.10.2 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 State 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 State shall be prevented by injunction, the State will determine if the contract has been breached.

3.11 CONTRACTOR PERFORMANCE ASSESSMENTS

The State may conduct assessments of the Contractor's performance. This contract may be terminated for one or more poor performance assessments. The Contractor will have the opportunity to respond to poor performance assessments. The State 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.

3.12 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 State, 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 State 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 State 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 State terminates a project or this contract for cause, then the State 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 State may have otherwise accrued as a result of said termination.

3.13 CONTRACT TERMINATION

3.13.1 Termination for Cause with Notice to Cure Requirement. The State may terminate this contract for failure of the Contractor to perform any of the services, duties, or conditions contained in this contract after giving the Contractor written notice of the stated failure. The written notice must demand performance of the stated failure within a specified period of time of not less than 15 days. If the demanded performance is not completed within the specified period, the termination is effective at the end of the specified period.

3.13.2 Reduction of Funding. The State must terminate this contract if funds are not appropriated or otherwise made available to support the State's continuation of performance of this contract in a subsequent fiscal period. (See section 18-4-313(4), MCA.).

4.0 PRICES

4.0.1 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 State unless specifically excluded. Stated prices shall include any and all transportation costs. The Contractor shall be paid, except as otherwise stated in this contract, upon submission of a proper invoice, the prices stipulated herein for products, and/or services delivered to and accepted at the specified State location(s).

4.0.2 Cost Increase by Mutual Agreement. After the initial term of the contract, each renewal term may be subject to a cost increase by mutual agreement. Prices must remain firm for the initial term of the contract.

4.1 MINIMUM SPECIFICATIONS AND PRICING SCHEDULE

General Description – This specification covers the construction and delivery of precast concrete single vault unisex latrines for general public use at Montana Fish, Wildlife & Parks facilities. These latrines shall meet the minimum requirements, material specifications and design criteria listed in this document. Other political subdivisions wishing to purchase from this contract may do so. Delivery charges shall be negotiated by the contractor and ordering entity. The cost of the latrine is stated below.

Floor Plan – Inside dimensions shall meet the requirements of the American with Disabilities Act Accessibility Guidelines (ADAAG). Prior to construction, a submittal is required to demonstrate this requirement is met.

Design Criteria –The design shall be performed under the supervision of a professional engineer registered in the state of Montana. Calculations and stamped drawings shall be submitted to Montana Fish, Wildlife & Parks. The vault latrines shall be designed to meet the following criteria:

- U.S. Forest Service Sweet Smelling Technology – Publication no. 9123 1601
- Zone 4 earthquake loading
- Americans with Disabilities Act (ADA) requirements for floor plan, hardware and signing
- Resist a Snow load of 250 lb/s.f.
- Resist a sustained Wind load of 120 MPH and a 3 second gust of 180 MPH, Exposure C
- Floor slab shall resist all dead loads and a 250 lb/s.f. live load
- Minimum vault capacity shall be 1200 gallons with exterior floor slab clean out
- Roof shall be sloped from front to back and shall have a minimum eave of 12 inches around the entire perimeter
- An exterior concrete sidewalk slab, placed in front of the door, shall be a minimum of 48 inches by 72 inches wide and a minimum of 4 inches thick
- An exterior clean-out of a minimum size of 24 inches by 18 inches, located in an exterior slab.

Materials and Products – A description of all materials and products used in the unit and a submittal for

approval shall be prepared and turned in to the Montana Fish, Wildlife & Parks. At a minimum, the following requirements will be evaluated for compliance and approval prior to contract award.

A. Finishes

Types

Interior Concrete Surfaces

Interior walls and ceiling shall be modified acrylic, water repellant penetrating stain. The color will be white.

As an alternative, the provider of the latrine may substitute another paint or coating system and shall warranty the interior finish for normal wear and maintenance for a period of no less than five years after delivery.

Floor shall have a non-slip surface and be able to accommodate standard custodial practices. The non-slip surface may be achieved by adding silica sand to the paint or having a textured finish on the concrete.

At the owner's option, the floors shall be coated with a minimum of 1/8 of an inch of an antiskid, non-slip rubberized material, applied with a roller or sprayed on, in accordance with the material manufacturer's requirements and recommendations. The color will be selected by the owner from samples furnished by the supplier. The supplier shall warranty the floor finish for normal wear and maintenance for a period of no less than five years from the date of installation.

Interior and Exterior Metal Surfaces:

Paint system shall consist of one coat of primer and two coats of semi-gloss alkyd enamel applied in accordance with the manufacturer's recommendations. Color samples shall be made available to Montana Fish, Wildlife & Parks for final selection. As an alternative to painting the window frames, door frames and hatch covers, the supplier may use an approved powder coating.

Final assembly shall produce walls, ceilings, floors and joints that are flush and shall not have grooves, niches, gaps or major voids. This is to eliminate potential insect and spider habitat.

Exterior concrete surfaces:

Exterior slab and roof will be non-gloss clear sealer (Fosroc Preco, Nitocote RS 560 or approved equal).

Exterior exposed aggregate areas require a transparent, non-yellowing methyl methacrylate resin sealer, minimum 20% solids, for weatherproofing and shall have a low luster finish. Two coats (Fosroc Preco, Mitocote AR 500 or approved equal).

B. Toilet Riser

Riser shall be a seamless design using a cross-linked polyethylene material, complete with molded plastic heavy duty open front seat and cover assembly. It shall be designed for an airtight stable fit in the concrete floor slab. It shall be white in color.

The height of the top of the closed riser, seat and cover shall be between 17 and 19 inches without the use of shims, spacers or other devises.

Silicone caulk shall be applied between the riser and concrete floor slab before it is installed. A bead of silicone caulk shall be applied to the joint of the riser and floor after it is placed in the floor slab.

C. Grab Bars

Grab Bars shall be stainless steel and 1-1/2 inch outside diameter, with a 1-1/2 inch clearance between the bar and wall when mounted. This clearance shall not deviate more than 1/8 of an inch along the length of the grab bar. Grab bars and mounting shall be able to withstand a minimum of 300 pounds force of top loading and 300 pounds of horizontal pull out load. Cast-in-place inserts shall be used to mount and anchor grab bars.

Mounting screws will be concealed to prevent removal and vandalism. The bar lengths and locations shall be in accordance to the ADAAG standards.

D. Toilet Paper Dispenser

Two dispensers shall be installed. The dispensers shall be constructed of at least 1/4 inch steel with a rust proof finish and shall be able to hold three standard rolls of toilet paper. They shall be equipped with a friction devise to reduce waste. The units shall simulate a slide bar type devise where the bar can be easily removed to install a paper and shall have a 3/8 inch hole to accommodate a standard pad lock. Mounting shall be able to withstand a minimum of 300 pounds force of top loading and 300 pounds of horizontal pull out load. Cast-in-place inserts shall be used to mount and anchor grab bars.

Mounting screws will be concealed to prevent removal and vandalism. The location shall be in accordance to the ADAAG standards.

E. Steel Doors and Frames

Doors shall be flush panel type, 1-3/4 inches thick and a minimum of 18 gauge prime coated steel panels and a minimum of 16 gauge internal bracing channels with a fiberglass insulation core.

Door frames shall be knockdown or welded type, single rabbet, minimum 16 gauge prime coated steel width to be compatible with wall thickness. Adequate rubber door silencers shall be provided on latch side of frame.

F. Door Hinges

Door hinges shall be 3 per door, with adjustable tension, 4-1/2 inches by 4-1/2 inches size and shall be automatic closing. Opening and closing force on the door shall meet ADAAG maximum of 5 pounds force. The finish on the hinges shall be compatible with the door handles.

G. Lockset

Lockset shall be a passage type lock with both levers always unlocked. The handles shall meet ADAAG specifications. An ADA approved privacy latch is required separate from the handle, which shall have exterior emergency opening capabilities.

i. The inside and outside lever handles shall be 5 inches in length.
ii. Finish shall be U.S. 26D or 32D finish.
iii. Provide Best lockset
iv. Provide a National 151-118 Series B-832 slide bar with a 3/8 inch hole drilled in the bar for a standard pad lock. Slide bar shall be mounted on the exterior with a ¼ inch steel pop rivets approximately 6 feet above finished floor.

H. Door Louver

Door louvers shall have a security grille to protect louvers from vandalism. Louver shall be fixed, inverted split Y, non-vision, 18 gauge cold rolled steel with a factory prime coat. Louver shall have an insect screen installed between louvers. Security grille shall be 16 gauge cold rolled steel. The bottom of the louver shall be within 3 to 6 inches of the bottom of the door.

I. Door Stop

A durable bumper shall be placed on the wall or door to prevent damage to the exposed aggregate siding. It shall have a metal base and be a concave shape. Montana Fish, Wildlife & Parks will not allow ground mounted stops due to the potential for tripping hazards.

J. Double Coat Hook

Coat hooks shall be installed on the door interior and be constructed of solid brass with a brushed chrome finish and have tamper proof mounting hardware. Hooks shall not extend more than 2 inches from the surface of the door.

K. Door Sweep

Door sweep shall be provided at the bottom of the door and shall be an adjustable brush type.

L. Windows and Exterior Vault Clean Out Cover

Windows and clean out cover frames shall be constructed from steel and painted per these specifications.

Window glazing will be 1/4 inch thick clear polycarbonate pebble finish and shall be secured to frame with tamper proof bolts.

The plate for the exterior vault clean out cover shall be a minimum of ¼ inch thick steel. The lid shall be hinged and configured so that it can be locked with a standard pad lock. The cover, hinges and locking device shall be painted in accordance with this specification. A neoprene gasket shall be provided around the entire perimeter of the lid to provide an airtight seal. The gasket shall be secured to either the steel cover or concrete vault to prevent it from being displaced.

M. Standard Concrete Vault and Coating

The vault shall be constructed of precast reinforced concrete and be delivered as an entire unit. The vault shall be a minimum of 1200 gallons and coated with XYPEX or approved equal treatment. Treatment shall provide waterproofing and be resistant to protect the concrete from corrosion and shall be free from VOC. Coating shall be applied in accordance with manufacturer's recommendations.

The concrete vault shall be of sufficient wall thickness and strength to resist loads from the latrine super structure, hydrostatic forces, lateral soil loads and shall also resist uplift from groundwater.

N. Exhaust Pipe and Installation

The exhaust pipe shall be Polyethylene (PE) plastic pipe, 12 inch nominal size diameter with a minimum wall thickness of 0.392 inch. It shall be black with a minimum of 2% carbon black and UV stabilized.

After exhaust pipe is installed, it shall be sealed with silicone caulk at all openings through concrete vault and roof.

O. Interior Floor Features

The floor shall have an adequate slope to provide drainage toward and through the door opening to facilitate cleaning and maintenance. The slope shall not exceed 1.5 %. In order to achieve this slope, the floor shall be formed and poured monolithically.

The floor to wall joint shall be a grouted, curved transition to facilitate cleaning and maintenance.

The opening for the riser shall be sized to fit the riser with a minimum gap and shall provide a snug fit to prevent rocking or other movement of the riser.

P. Signage

An interior sign stating the following shall be placed in the interior of the unit:
"Please do not place trash in the toilet. It is extremely difficult and expensive to remove. Thank you."
The sign layout, location and mounting shall be coordinated with Montana Fish, Wildlife & Parks. The sign location shall have a recessed wall area with beveled edges and the sign shall be mounted with tamper proof mechanical fasteners to resist vandalism. Alternative methods for mounting may be proposed, and will be evaluated based on resistance to tampering, theft and vandalism.

Exterior signage is required to denote Unisex and Accessibility. The signs and symbols will be coordinated with Montana Fish, Wildlife & Parks. The sign location shall have a recessed wall area with beveled edges and the sign shall be mounted with tamper proof mechanical fasteners to resist vandalism. Alternative methods for mounting may be proposed, and will be evaluated based on resistance to tampering, theft and vandalism.

Q. Windscreen

An exterior precast concrete windscreen may be provided as an option ordered by the State. The windscreen shall be a minimum of 4 inches thick and shall be fixed to a permanent foundation. The windscreen shall be wide enough to cover the width of the latrine building and a minimum of 4 inches higher than the door of the latrine. The above ground portion of the windscreen shall have an exposed aggregate finish.

R. Samples and Submittals

After the bids are opened, the apparent low bidder will be required to submit a document that demonstrates that the latrines meet the listed salient requirements of these specifications. At a minimum, the submittal shall consist of the following categories:

- Floor plan with gross dimensions
- Elevations
- Interior and exterior paint for concrete and steel
- Antiskid, non-slip floor coating for optional flooring
- Caulking
- Toilet riser
- Grab bars
- Toilet paper dispensers
- Steel doors and frames
- Door hinges
- Lockset
- Door louver
- Doorstop
- Double coat hook
- Door sweep
- Windows
- Vault clean out cover
- Vault size and coating
- Exhaust pipe
- Windscreen
- Signage
- Final Cleaning

The Contractor submitted a quality control plan that will detail, at a minimum, detailed plans, concrete mix design, concrete forming and placement, steel placement and welding, paint application, powder coat application, final assembly and handling and transport procedures and recommended maintenance practices. List all standards and testing that will be performed. Copies of test results were submitted to Montana Fish, Wildlife & Parks.

The recommended maintenance practices manual shall contain, at a minimum, the following items.

- General information on maintenance practices and intervals,
- Sources for replacement parts,
- Care and cleaning of painted surfaces,
- Paint and caulk repair,
- Concrete crack repair,
- Tools and techniques for repair/replacement for vandal proof hardware.

S. Delivery

The provider of the latrine shall be responsible for: loading, transportation, unloading and installation at each designated site and for compliance to the Montana Department of Transportation Load and Speed Limit Policy. Sites are listed in this proposal and additional sites may be determined through out the

duration of the contract. The Montana Fish, Wildlife & Parks will provide local permits, site directions, excavation, leveling and backfill and will clear or designate overhead and underground obstructions. It shall be the responsibility of the latrine provider to deliver and place the latrines to the prepared site.

If at the time of delivery, access conditions are hazardous or unsuitable for truck and equipment delivery due to weather, roadway constraints, alternative equipment for setting the latrine will be the responsibility of Montana Fish, Wildlife & Parks.

At the time of delivery, the latrine shall be free from dust and debris. If necessary, the contractor shall wash the latrine after installation to remove dirt, dust and debris accumulated during transit to the site. Alternatively, the latrine components shall be covered during transit as an option to washing.

T. Payment

The Montana Fish, Wildlife & Parks will make payment for the agreed to unit price for each unit fabricated and ready for installation.

Single Latrine Delivery – Trucks loaded with a single latrine shall be paid at the agreed to unit price for delivery of each unit delivered to its designated site.

Multiple Latrine Delivery – Trucks loaded with two or more latrines shall be paid at the agreed upon unit price for delivery to the furthest destination. The delivery charge for each subsequent latrine delivered on the same track shall be paid at 50% of the unit price delivered to its designated site.

Unit Price Agreement

Montana Fish, Wildlife & Parks and the contractor agree that additional latrines and options may be ordered from this contract at the specified regional unit prices during the initial contract term.

4.2 QUOTE SECTION

Due to this contract being awarded on an all-or-none basis, the entire totals were completed.

Region 1	**Quantity**	**Latrine Cost**	**Delivery Cost**
Paradise FAS	1	$9,125.00	$330.00
Crystal Lake FAS	1	$9,125.00	$270.00
Region 2			
Old Harpers Bridge FAS	1	$9,125.00	$360.00
Gillis FAS	1	$9,125.00	$450.00
Replace 2 Existing Latrines	2	$9,125.00	$800.00
Region 3			
Point of Rocks FAS	1	$9,125.00	$540.00
Powerhouse FAS	1	$9,125.00	$630.00
Lake Helena FAS	1	$9,125.00	$360.00
Region 4			
Bull Pasture - Sterling Ranch FAS	1	$9,125.00	$800.00
Lone Tree - Sterling Ranch FAS	1	$9,125.00	$700.00
Lewis Property	1	$9,125.00	$800.00
Region 5			
Riverside Inn FAS	1	$9,125.00	$800.00
Holmgren FAS	1	$9,125.00	$1,260.00
Region 6			
Alkali Creek FAS	1	$9,125.00	$1,260.00
Region 7			
Black Bridge FAS	1	$9,125.00	$2,037.00
Elk Island FAS	1	$9,125.00	$2,124.00

A. Total cost of all latrines: $155,125.00

B. Total cost of all delivery charges: $13,521.00

C. Total of A & B: $168,646.00

TOTAL

Optional quote was not considered as part of the award. This is for informational purposes only should the State elect to purchase this feature.

Optional Spray on Flooring per each	$900.00
Optional Wind Screen per each	$1,200.00

DEPARTMENT OF FISH WILDLIFE AND PARKS
600 N PARK AVE, PO BOX 200701
HELENA, MT 59620

BY: _____
(Name/Title)

_____
(Signature)

DATE: _____

Approved as to Legal Content:

_____
Legal Counsel (Date)

Approved as to Form:

_____
Procurement Officer (Date)
State Procurement Bureau

FLATHEAD CONCRETE PRODUCTS, INC.

2940 HIGHWAY 2 EAST
KALISPELL, MT 59901
FEDERAL ID # 20-3973352

BY: _____
(Name/Title)

_____
(Signature)

DATE: _____