



**Montana Fish,
Wildlife & Parks**

**STATE OF MONTANA FISH, WILDLIFE & PARKS
INVITATION FOR BID (IFB)
(THIS IS NOT AN ORDER)**

IFB Number: <u>140126</u>	IFB Title: Spring Meadow Comfort Station
IFB Due Date and Time: <u>January 2, 2014</u> <u>2:00 p.m., Local Time</u>	Number of Pages: <u>28</u>

ISSUING AGENCY INFORMATION	
Procurement Officer: <u>Kari Shinn</u>	Issue Date: <u>December 11, 2013</u>
Fish Wildlife and Parks Purchasing Unit 930 Custer Ave. West (Delivered) P O Box 200701(Mailed) Helena, MT 59620-0701	Phone: (406) <u>495-3249</u> Fax: (406) <u>495-3253</u> TTY Users, Dial 711 Website: http://vendor.mt.gov/

INSTRUCTIONS TO BIDDERS	
COMPLETE THE INFORMATION BELOW AND RETURN THIS PAGE WITH YOUR BID AND ANY REQUIRED DOCUMENTS TO THE ADDRESS LISTED ABOVE UNDER "ISSUING AGENCY INFORMATION."	Mark Face of Envelope/Package: IFB Number: <u>140126</u> IFB Due Date: <u>January 2, 2014</u>
	Special Instructions: F.O.B. Delivery to Spring Meadow State Park, Helena, Montana

BIDDERS MUST COMPLETE THE FOLLOWING	
Payment Terms: Net 30 days	Delivery Date:
Bidder Name/Address:	Authorized Bidder Signatory: (Please print name and sign in ink)
Bidder Phone Number:	Bidder FAX Number:
Bidder E-mail Address:	Federal ID#:
Debarment: Signature certifies that company nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction.	
IMPORTANT: SEE STANDARD TERMS AND CONDITIONS	

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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.

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: 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: Contractor shall, in performance of work under this contract, fully comply with all applicable federal, state, or local laws, rules, and regulations, including but not limited to, 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 Contractor subjects subcontractors to the same provision. In accordance with 49-3-207, MCA, Contractor agrees that the hiring of persons to perform this 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 this contract.

CONFORMANCE WITH CONTRACT: No alteration of the terms, conditions, delivery, price, quality, quantities, or specifications of the contract shall be granted without Montana Fish, Wildlife & Park's prior written consent. Product or services provided that do not conform to the contract terms, conditions, and specifications may be rejected and returned at Contractor's expense.

DEBARMENT: 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 Contractor cannot certify this statement, attach a written explanation for review by the State.

FACSIMILE RESPONSES: Facsimile responses will be accepted for invitations for bids, small purchases, or limited solicitations ONLY if they are completely received by Montana Fish, Wildlife & Park's 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 is 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 uses its best efforts to remedy such failure or delays. A party affected by a force majeure condition shall provide written notice to the other party within a reasonable time of the onset of the condition. In no event, however, shall the notice be provided later than 5 working days after the onset. If the notice is not provided within the 5 day period, then a party may not claim a force

majeure event. A force majeure condition suspends a party's obligations under this contract, unless the parties mutually agree that the obligation need not be performed because of the condition.

HOLD HARMLESS/INDEMNIFICATION: 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 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 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.

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/ProcurementServices/preferences.mcpX>.

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>.

SEVERABILITY 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).

TERMINATION OF CONTRACT: Unless otherwise stated, the State may, by written notice to Contractor, terminate the contract in whole or in part at any time 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: Contractor warrants that the products offered conform to the specifications requested, are fit and sufficient for the purpose manufactured, are of good material and workmanship, and are free from defect. Contractor further warrants that the products are new and unused and of the latest model or manufacture, unless the State specifies otherwise. Exceptions will be rejected.

SECTION 1: GENERAL REQUIREMENTS

1.0 INTRODUCTION

The STATE OF MONTANA, Fish, Wildlife & Parks (hereinafter referred to as "the State") is soliciting bids for a Comfort Station at Spring Meadow State Park. A more complete description of the supplies and/or services sought is provided in Section 4 of this IFB. Bids submitted in response to this solicitation must comply with the instructions and procedures contained herein.

1.1 INSTRUCTIONS TO BIDDERS

1.1.1 Procurement Officer Contact Information. Contact information for the procurement officer is as follows:

Procurement Officer: Kari Shinn
Address: 930 Custer Avenue West, Helena, MT
Telephone Number: 406-495-3249
Fax Number: 406-495-3253
E-mail Address: kshinn@mt.gov

1.1.2 Examination of Solicitation Documents and Explanation to Bidders. Bidders are responsible for examining the solicitation documents and any addenda issued to become informed as to all conditions that might in any way affect the cost or performance of any work. Failure to do so will be at the sole risk of the bidder. Should the bidder find discrepancies in or omissions from the solicitation documents, or should their intent or meaning appear unclear or ambiguous, or should any other question arise relative to the solicitation documents, the bidder shall promptly notify the procurement officer in writing. The bidder making such request will be solely responsible for its timely receipt by the procurement officer. Replies to such notices may be made in the form of an addendum to the solicitation.

1.1.3 Interpretation or Representations. The State of Montana assumes no responsibility for any interpretation or representations made by any of its officers or agents unless interpretations or representations are incorporated into a formal written addendum to the solicitation.

1.1.4 Acknowledgment of Addendum. If the IFB is amended, then all terms and conditions which are not modified remain unchanged. It is the bidder's responsibility to keep informed of any changes to the solicitation. **Bidders must sign and return with their bid an Acknowledgment of Addendum for any addendum issued.** Bids that fail to include an Acknowledgment of Addendum may be considered nonresponsive.

1.1.5 Extension of Prices. In the case of error in the extension of prices in the bid, the unit price will govern. In a lot bid, the lot price will govern.

1.1.6 Bid Preparation Costs. The costs for developing and delivering responses to this IFB are entirely the responsibility of the bidder. The State is not liable for any expense incurred by the bidder in the preparation and presentation of their bid or any other costs incurred by the bidder prior to execution of a purchase order or contract.

1.2 BID SUBMISSION

1.2.1 Bids Must Be Sealed and Labeled. Bids must be sealed and labeled on the outside of the package to clearly indicate that they are in response to IFB 140126. ***Bids must be received at the receptionist's desk of Montana Fish, Wildlife & Parks prior to 2:00 p.m., local time, January 2, 2014. All***

prices and notations must be printed in ink or typewritten. Errors should be crossed out, corrections entered, and initialed by the person signing the bid.

1.2.2 Late Bids. *Regardless of cause, late bids will not be accepted and will automatically be disqualified from further consideration.* It shall be the bidder's sole risk to assure delivery at the receptionist's desk at the designated office by the designated time. Late bids will not be opened and may be returned to the bidder at the expense of the bidder or destroyed if requested.

1.2.3 Bidder's Signature. The solicitation must be signed in ink by an individual authorized to legally bind the business submitting the bid. The bidder's signature on a bid in response to this IFB guarantees that the offer has been established without collusion and without effort to preclude the State of Montana from obtaining the best possible supply or service.

1.2.4 Alternate Bids. Vendors may submit alternate bids (a bid on supplies other than specified). Alternate bids are considered only if the vendor is the lowest responsible vendor on their primary bid. Bids must be clearly identified as "Primary" and "Alternate."

1.2.5 Descriptive Literature. Complete manufacturer's descriptive literature sufficient in detail to establish quality and compliance with all specifications must be submitted with each bid. The State reserves the right to examine products further to determine compliance with the stated specifications.

1.3 CHANGE OR WITHDRAWAL OF BIDS

1.3.1 Change or Withdrawal PRIOR to Bid Opening. Should any bidder desire to change or withdraw a bid prior to the scheduled opening, the bidder may do so by making such request in writing to the procurement officer listed in Section 1.1.1 above. This communication must be received prior to the date and hour of the bid opening by a request in writing or facsimile to the procurement officer (e-mail notices containing prices are not allowed and will be disqualified).

1.3.2 Change AFTER Bid Opening But Prior to Bid Award. After bids are opened, they may not be changed except to correct patently obvious mistakes and minor variations as allowed by ARM 2.5.505. The bidder shall submit verification of the correct bid to the State prior to the final award by the State.

1.4 BID AWARDS

1.4.1 Basis for Award. Bid award, if made, will be to the responsive and responsible bidder who offers the lowest cost to the State in accordance with the specifications set forth in the invitation for bid.

1.4.2 Rejection of Bids. While the State has every intention to award a contract as a result of this IFB, issuance of the IFB in no way constitutes a commitment by the State of Montana to award and execute a contract. Upon a determination such actions would be in its best interest, the State, in its sole discretion, reserves the right to:

- Cancel or terminate this IFB (18-4-307, MCA);
- Waive any undesirable, inconsequential, or inconsistent provisions of this IFB which would not have significant impact on any bid (ARM 2.5.505); or
- If awarded, terminate any contract if the State determines adequate state funds are not available (18-4-313, MCA).

SECTION 2: DELIVERY REQUIREMENTS

2.0 DELIVERY REQUIREMENTS

2.0.1 Delivery Date. The DELIVERY DATE space on the cover sheet must be completed to indicate day, month, and year, or a specific number of days after receipt of order (ARO). Failure to comply with the requirements may invalidate a bidder's quotation for any or all items.

2.0.2 Requested Delivery Date. The Contractor shall deliver all items described in this bid as soon as possible but no later than **March 25, 2014** after receipt of purchase order from the State of Montana.

2.0.3 Shipping. Weekends and holidays accepted, 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 IFB;
- 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 IFB;
- 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 IFB;
- Furnish a delivery schedule and designate the mode of delivering carrier; and
- Pay and bear all charges to the specified points of delivery.

2.0.4 Delivery Locations.

Spring Meadow State Park, which is located 3 miles west of Helena, Montana on Highway 12, then west on Country Club Drive. (46.61224 / -112.07574)

SECTION 3: SPECIAL TERMS AND CONDITIONS

3.0 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 seven 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) Clean up any oil or fuel spills;
- (c) Keep machinery clean and free of weeds;
- (d) Remove all construction smears and stains from finished surfaces;
- (e) Perform finishing site preparation to limit the spread of noxious weeds before final payment by the State; and
- (f) Remove all construction equipment, tools, and excess materials before final payment by the State.

3.1 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.

3.2 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 Montana Fish, Wildlife & Parks, Purchasing, PO Box 200701, Helena, MT 59620-0701 upon expiration.

3.3 INSURANCE REQUIREMENTS

3.3.1 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.

3.3.2 Primary Insurance. The Contractor's insurance coverage shall be primary insurance with 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 excess of the Contractor's insurance and shall not contribute with it.

3.3.3 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 **\$1,000,000.00** per occurrence and **\$2,000,000.00** 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.

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.

3.3.4 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.

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.

3.3.5 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, or 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.

3.3.6 Certificate of Insurance/Endorsements. A certificate of insurance from an insurer with a Best's rating of no less than A- indicating compliance with the required coverages has been received by Montana Fish, Wildlife & Parks, Purchasing, P.O. Box 200701, Helena, MT 59620-0701. The Contractor must notify the State immediately, of any material change in insurance coverage, such as changes in limits, coverages, change in status of policy, etc. The State reserves the right to require complete copies of insurance policies at all times.

3.4 CONTRACTOR PERFORMANCE ASSESSMENTS

The State may do assessments of the Contractor's performance. This contract may be terminated for one or more poor performance assessments. Contractors 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.

3.5 CONTRACT TERMINATION

3.5.1 Termination for Convenience. The State may, by written notice to the Contractor, terminate this contract without cause. The State must give notice of termination to the Contractor at least **30** days prior to the effective date of termination.

3.5.2 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.)

SECTION 4: SPECIFICATIONS AND PRICING SCHEDULE

4.0 EQUIVALENT PRODUCTS

Requirements designated in this bid must be satisfied, or a functional equivalent bid submitted, which is acceptable to the State. Bidders who do not meet this criterion may be disqualified from further consideration. A bidder must state if they are unable or unwilling to meet any requirement. Inability or unwillingness to meet any requirement, in part or total, may be cause for disqualification of the entire response. Any exceptions taken by the bidder must be clearly identified on the bid forms.

4.1 PRICES

4.1.1 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. Bid prices shall include any and all transportation costs. The Contractor shall be paid, except as otherwise stated in this IFB, 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).

4.1.2 Fixed Price Contract. All prices are fixed for the duration of the contract and are not subject to escalation for any cause. Payment of the total fixed bid price shall constitute full payment for performance of the work and covers all costs of whatever nature incurred by the Contractor in accomplishing the work in accordance with the provisions of the contract.

4.2 ALL-OR-NONE AWARD

Awards will be made on an all-or-none basis. Failure of a bidder to provide prices for all line items listed on the Schedule may be cause for rejection of the entire bid. However, a bidder may enter "No Cost" in the unit price and extended amount columns to indicate that the item is being offered at "No Cost."

4.3 SPECIFICATIONS AND PRICING SCHEDULE

4.3.1 SCOPE. The STATE OF MONTANA, Department of Fish, Wildlife and Parks (hereinafter referred to as "the State") is soliciting bids for Comfort Station at Spring Meadow State Park, to be delivered and installed at FWP Spring Meadow State Park.

4.3.1 SPECIFICATIONS. This specification covers the factory construction and placing of the precast concrete flush building.

ASTM C33 Concrete Aggregates

ASTM C39 Method of Test for Compressive Strength of Cylindrical Concrete Specimens

ASTM C94 Standard Specification for Ready-Mixed Concrete

ASTM C143 Method of Test for Slump of Concrete

ASTM C150 Standard Specification for Portland Cement

ASTM A185 Standard Specification for Steel Welded Wire Reinforcement, Plain, or Concrete

ASTM C192 Method of Making and Curing Test Specimens in the Laboratory

ASTM C231 Standard Test Method for Air Content of Freshly Mixed Concrete by the Pressure Method

ASTM C309 Standard Specifications for Liquid Membrane-Forming Compounds for Curing Concrete

ASTM C494 Standard Specification for Chemical Admixtures for Concrete

ASTM A615 Standard Specification for Deformed and Plain Carbon Steel Bars for Concrete Reinforcement

ASTM C979 Standard Specification for Pigments for Integrally Colored Concrete

ACI 211.1 Standard Practice for Selecting Proportions for Normal, Heavyweight, and Mass Concrete

ACI 306 Cold Weather Concreting

ACI 318 Building Code Requirements Structural Concrete and Commentary (includes Errata)

PCI MNL 116 Quality Control for Plants and Production of Precast Prestressed Concrete Products

4.3.2 MANUFACTURER CRITERIA. The manufacturer supplying the requested precast concrete flush facility must meet the following:

- A. Manufacturing plant must be PCI certified at the time of bid.
- B. Manufacturer must not have defaulted on any contract within the last five years.
- C. Manufacturer must provide stamped, engineered drawings of structure and assist with obtaining required state building permit(s)

4.3.3 DESIGN CRITERIA. Must be designed to meet the following criteria. Calculations and Engineer's stamped drawings must be available, for standard buildings, upon request and are for their sole and specific use only. The design criteria are to ensure that the comfort station not only will withstand the forces of nature listed below but to provide protection from vandalism and other unforeseen hazards. Design criteria include 2006 IBC Code, 2006 IPC, 2008 NEC.

A. Roof Snow Load

- 1. The design is to withstand 250 pounds per square foot snow load.

B. Floor Load

- 1. The design is to withstand 400 pounds per square foot floor load.

C. Wind Load

- 1. The design must withstand the effects of 150 mile per hour (3-second gust) wind exposure.

D. Earthquake

- 1. The design must withstand the effects of a seismic group 1 seismic design category E earthquake.

E. Additional Design Standards

- 1. The design is to meet the requirements of the American with Disabilities Act Requirements and Uniform Federal Accessibility Standards as of the date of these specifications.
- 2. The design must be an all concrete design with a minimum 3/12 roof pitch.

4.3.4 MATERIALS

A. Concrete - General

The concrete mix design will be designed to ACI 211.1 to produce concrete of good workability.

1. Concrete will contain a minimum of 505 pounds of cementitious per cubic yard. Cement will be a low alkali type I/II or III conforming to ASTM C-150.
2. Coarse aggregates used in the concrete mix design will conform to ASTM C33 with the designated size of coarse aggregate #67.
3. Minimum water/cement ratio will not exceed .45
4. Air-entraining admixtures will conform to ASTM C260. Water reducing admixtures will conform to ASTM C494, Type A.

B. Colored Concrete

1. Color additives will conform to ASTM C979. A12"x12"x1" color sample will be available for customer approval.
2. The following will contain colored concrete:
 - a. Toilet building roof panels
 - b. Building walls
 - c. Screen panels
3. The same brand and type of color additive will be used throughout the manufacturing process.
4. All ingredients will be weighed and the mixing operation will be adequate to ensure uniform dispersion of the color.

C. Cold Weather Concrete

1. Cold weather concrete placement will be in accordance with ACI 306.
2. Concrete will not be placed if ambient temperature is expected to be below 35 degrees F (Fahrenheit) during the curing period unless heat is readily available to maintain the surface temperature of the concrete at least 45 degrees F.
3. Materials containing frost or lumps of frozen materials will not be used.

D. Hot Weather Concrete

1. The temperature of the concrete will not exceed 95 degrees F at the time of placement. When the ambient reaches 90 degrees F the concrete will be protected with moist covering.

E. Concrete Reinforcement

1. All reinforcing steel will conform to ASTM A615. All welded wire fabric will conform to ASTM A185.
2. All reinforcement will be new, free of dirt, oil, paint, grease, loose mill scale and loose or thick rust when placed.
3. Details not shown of drawings or specified will be to ACI318.
4. Steel reinforcement will be centered in the cross-sectional area of the walls and will have at least 1" of cover on the under surface of the floor and roof.
5. The maximum allowable variation for center-center spacing of reinforcing steel will be $\frac{1}{2}$ ".
6. Full lengths of reinforcing steel will be used when possible. When splices are necessary on long runs, splices will be alternated from opposite sides of the components for adjacent steel bars. Lap bars #4 or smaller a minimum of 12". Lap bars larger than #4 a minimum of 24 bar diameters.
7. Reinforcing bars will be bent cold. No bars partially embedded in concrete will be field bent unless approved by the customer.

F. Sealers and Curing Compounds

1. Curing compounds, if used, will be colorless, complying with ASTM C309, type I or 1-D.

2. Weatherproofing sealer for exterior of building will be a clear water repellent penetrating sealer.

G. Caulking, Grout, Adhesive and Sealer

1. Caulking service temperatures from -40 to +194 degrees Fahrenheit.
2. Interior and exterior joints will be caulked with a paintable polyurethane sealant.
3. Grout will be a non-shrink type and will be painted to match the color of surrounding concrete as nearly as possible.
4. Cement based coating is formulated with a very fine aggregate system and a built in bonding agent.

H. Paint

1. All paints and materials will conform to all Federal specifications or be similar "top of the line components". Paints will not contain more than .06 percent by weight of lead.
2. Type of paints for toilets.
 - a. Inside concrete surfaces.
 - 1) Interior floors will be a high solid single component, chemical and urine resistant aliphatic moisture cure urethane that meets ADA requirements for slip resistance. The color will be gray.
 - 2) Interior walls and ceilings will be a modified acrylic, water repellent penetrating stain. The color will be white followed by a clear acrylic anti graffiti sealer.
 - b. Metal surfaces both inside and out.
 - 1) DTM ALKYD.
 - c. Exterior concrete surfaces.
 - 1) Exterior slab will be clear sealer.
 - 2) Exterior walls and roof will be a water repellent penetrating stain in the same color as the walls or roof followed by a clear acrylic anti graffiti sealer.

I. Grab bars

1. Grab bars will be 1 1/2" outside diameter, 18 gauge, type 304 stainless steel with 1 1/2" clearance. Grab bars will each be able to withstand 300 pound top loading.

J. Toilet Paper Dispenser

1. 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 with the current ADAAG standards.

K. Steel Doors

1. Doors will be a flush panel type 1 3/4" thick, minimum 16 gauge galvanized steel, top painted with ATM ALKYD.
2. Door frames will be knockdown or welded type, single rabbet, minimum 16 gauge galvanized steel top painted with DTM ALKYD, width to suit wall thickness. Three (3) rubber door silencers will be provided on latch side of frame.

L. Door Hinges

1. Door hinges will be 3 per door with dull chrome plating 4 1/2"x 4 1/2", adjustable tension, automatic closing for each door. Opening and closing force on the door shall meet ADAAG maximum of 5 pounds force.

M. Restroom Lockset

1. Lockset will meet ANSI A156.2 Series 4000, Grade 1 cylindrical lockset for exterior door.
2. Lever handle both inside and out.
3. U.S. 26D finish.
4. Provide a National 151-118 Series B-832 (or approved equal) 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 of all exterior doors with a 1/4 inch steel pop rivets approximately 6 feet above finished floor.

N. Door Stop

1. Doorstop will be a dome style stop meeting ANSI 156.16.

O. Mirror

1. Mirror to be 18" x 36" stainless steel.

P. Door Sweep

1. Door sweep will be provided at the bottom of each door and will be an adjustable brush type.

Q. Windows

1. Windows and cleanout cover frames will be constructed from steel.
2. Window shall be "industrial" grade and shall be compatible with the stated uses of the structure.
3. Windows shall be mounted 2 inches back from the face of the building. Window sill shall be sloped toward outside of building for drainage.

R. Plumbing

1. All fixtures to meet ANSI A112.19.2
2. Manufacturer responsible for mounting all fixtures (sinks, urinals, toilets, hand dryer, etc.). Fixtures will be plumbed through the concrete wall into the maintenance chase.

Appurtenant parts or materials typically supplied with a fixture that are needed to complete plumbing of supplied fixtures shall be provided to owner prior to demobilization from the site.

3. Toilet will be constructed of vitreous china, wall hung, with siphon jet action. Toilet will have a back spud for a concealed flush valve connection and will be mounted with the top of the seat 17 inches above the finished floor. Seat will be heavy duty solid plastic with an open front.
4. Flush valve will be concealed closet flush-o-meter constructed of rough brass. Furnish valve with integral vacuum breaker and wall mounted push button. Valve will be of a water saver type with a flow of 1.6 gallons per flush.
5. Lavatory will be vitreous china with back splash guard, front overflow opening, equipped with brass trap and drain pipe without stopper. Sink will be 20 inches wide x 18 inches front to back x 5 3/4 inches deep with ADA trap cover.

6. Water valve will be self-closing water set with indexed push button.
7. Urinals will be constructed of vitreous china, wall hung with siphon jet action. Urinal will have a back spud for a concealed flush valve connection and will be mounted with the lip no higher than 17 inches above the finished floor. The valve will be water saver .5 gallon per flush.

S. Electrical

1. Manufacturer responsible for roughing in all electrical chases, cans, boxes, etc... for installation of fixtures and outlets. Owner will run wire and provide and install fixtures and outlets.
2. All components to be UL listed.
3. All electrical wiring will be in conduit, surface mounted in the service area and concealed in the user compartments. All wire will be copper.
4. Lighting on the exterior of building will be photocell activated; interior and chase room will be switch activated.
5. Rough – in required for the following;
 - a. 6 each interior lights, vandal resistant 2 bulb T8 4 foot wrap around lens fixtures with low temperature ballast, emergency battery pack and fluorescent night light.
 - 1) 2 per restroom
 - 2) 2 per maintenance chase
 - 3) 1 per office and storage
 - b. 4 exterior lights (as shown on plans)
 - 1) 35-watt High Pressure Sodium lights, photocell vandal resistant.
 - c. 2 per restroom exhaust fans HVI certified with 270 CFM speed controlled (control in chase area).
 - d. 1 per restroom hand dryer(s) will be an air compression type with remote motor unit. Push button switch located in cast nozzle housing with flexible hose connecting blower motor, housing and nozzle. Power input 120VAC, 7A (non-heated air).
 - e. 14 interior electrical outlets
 - 1) 7 each storage and office (approximately as shown on plans)
 - f. 5 exterior GFCI electrical outlets (as shown on plans)

T. Stalls

1. Stall partition walls to be produced of 3-inch concrete. Stall doors to be HDPE plastic, in matching white color. Stall partition walls shall have a one-foot gap at the bottom and be six feet high.

U. Samples and Submittals

1. 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:
 - a. Floor plan with gross dimensions
 - b. Elevations
 - c. Concrete mix design(s)
 - d. Interior and exterior paint for concrete and steel
 - e. Electrical chases

- f. Caulking
- g. Toilet riser
- h. Grab bars
- i. Toilet paper dispensers
- j. Steel doors and frames
- k. Door hinges
- l. Lockset
- m. Door louver
- n. Doorstop
- o. Plumbing plans
- p. Door sweep
- q. Windows
- r. Windscreen
- s. Signage
- t. Final Cleaning

2. Submit two (2) bound copies to the Montana Fish, Wildlife & Parks for review and contract award. If the submittal demonstrates that the bidder is unable to meet the specifications, the Montana Fish, Wildlife & Parks reserves the right to reject the bid and award the contract to the next responsive bidder.
3. After contract award, the provider shall submit 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 shall be submitted to Montana Fish, Wildlife & Parks.
4. The recommended maintenance practices manual shall contain, at a minimum, the following items.
 - a. General information on maintenance practices and intervals,
 - b. Sources for replacement parts,
 - c. Care and cleaning of painted surfaces,
 - d. Paint and caulk repair,
 - e. Concrete crack repair,
 - f. Tools and techniques for repair/replacement for vandal proof hardware.

4.3.6 MANUFACTURE

A. Mixing and Delivery of Concrete

1. Mixing and delivery of concrete will be in accordance with ASTM C94, section 10.6 through 10.9 with the following additions:
2. Aggregate and water will be adjusted to compensate for differences in the saturated surface-dry condition.
3. Concrete will be discharged as soon as possible after mixing is complete. This time will not exceed 30 minutes.

B. Placing and Consolidating Concrete

1. Concrete will be consolidated by the use of mechanical vibrators. Vibration will be sufficient to accomplish compaction but not to the point that segregation occurs.

C. Finishing Concrete

1. All exterior building walls and exterior screen walls will be a barnwood texture (optional textures must be available).
2. All exterior surfaces of the roof panels will be cast to simulate a cedar shake roof.
3. The underside of the overhang will have a smooth finish (optional roof textures must be available).

D. Cracks and Patching

1. Cracks in concrete components which are judged to affect the structural integrity of the building will be rejected.
2. Small holes, depressions and air voids will be patched with a suitable material. The patch will match the finish and texture of the surrounding surface.
3. Patching will not be allowed on defective areas if the structural integrity of the building is affected.

E. Curing and Hardening Concrete

1. Concrete surfaces will not be allowed to dry out from exposure to hot, dry weather during initial curing period.

4.3.7 FINISHING AND FABRICATION

A. Structural Joints

1. Wall components will be joined together with two welded plate pairs at each joint. Each weld plate will be 6" long and located one pair in the top quarter and one pair in the bottom quarter of the seam. Weld plates will be anchored into the concrete panel and welded together with a continuous weld. The inside seams will be a paintable caulk. The outside seams will use a caulk in a coordinating building color or clear.
2. Walls and roof will be joined with weld plates, 3"x 6" at each building corner.
3. The joint between the floor slab and walls will be joined with a grout mixture on the inside, a matched colored caulk on the outside and two weld plates 6" long per wall.

B. Painting/Staining

1. An appropriate curing time will be allowed before paint is applied to concrete.
2. Some applications may require acid etching. A 30% solution of hydrochloric acid will be used, flushed with water and allowed to thoroughly air dry.
3. Painting will not be done outside in cold, frosty or damp weather.
4. Painting will not be done outside in winter unless the temperature is 50 degrees F. or higher.
5. Painting will not be done in dusty areas.
6. Schedule of finishes:
 - a. Inside concrete surfaces.

- 1) Interior floors will be one coat of a high solid single-component, chemical and urine resistant aliphatic moisture cure urethane that meets ADA requirements for slip resistance.
 - 2) Interior walls and ceilings will be 2 coats of a modified acrylic, water repellent penetrating stain, followed by 1 coat of clear sealer.
- b. Metal surfaces both inside and out.
- 1) 2 coats of DTM ALKYD.
- c. Exterior concrete surfaces.
- 1) Exterior slab will be 1 coat of clear sealer.
 - 2) Exterior walls will be 2 coats of water repellent penetrating stain in the same color as the walls or roof followed by 1 coat of clear acrylic anti-graffiti sealer.

4.3.8 TESTING

- A. The following tests will be performed on concrete used in the manufacture of toilets. All testing will be performed in the contractors (PCI certified) laboratories. Testing will only be performed by qualified individuals who have been certified ACI Technician Grade 1.

Sampling will be in accordance with ASTM C172.

1. The air content of the concrete will be checked per ASTM C231 on the first batch of concrete. The air content will be in the range of $5.0 \pm 2\%$.
2. The compressive strength of the cylinders will be tested to ASTM C39. We will make one (1) cylinder for release, one (1) for 7 days and one (1) for 28 days. The release must be a minimum strength of 2500 psi, the 7-day must be a minimum of 4500 psi and the 28-day must be a minimum of 5000 psi.
3. A copy of all test reports will be provided to the customer as soon as 28-day test results are available.

4.3.9 INSTALLATION

A. Scope of Work

1. Work specified under this Section relates to the placement of the unit by contractor on customer prepared foundations.

B. Materials

1. Foundation shall be prepared by others.
2. Coordination with contractor will be required to ensure proper installation of welding plates and/or other materials required for placement of structure.

C. Location

1. It's the responsibility of FWP to:
 - a. Provide exact location by stakes or other approved method.
 - b. Provide clear and level site free of overhead and/or underground obstructions.
 - c. Provide access to the site for truck delivery and sufficient area for the crane to install and the equipment to perform the contract requirements.

4.3.10 WARRANTY. Contractor must warrant that all goods sold pursuant hereto will, when delivered, conform to specifications set forth above. Goods shall be deemed accepted and meeting specifications unless notice identifying the nature of any non-conformity is provided to contractor in writing within one (1) year of delivery. Contractor will repair or replace the goods or issue credit for the customer after they are provided the opportunity to inspect such goods.



SECTION 5: COST PROPOSAL

5.0 Cost

Montana Fish, Wildlife & Parks is soliciting bids for one (1) comfort station for Spring Meadow State Park per Section 4 specifications.

ITEM NO.	DESCRIPTION	U/M	EST QTY	UNIT PRICE	EXTENDED PRICE
1	Comfort Station including F.O.B. delivery and setup as specified.	EA	1	\$ _____	\$ _____

Brand/Model Bid: _____

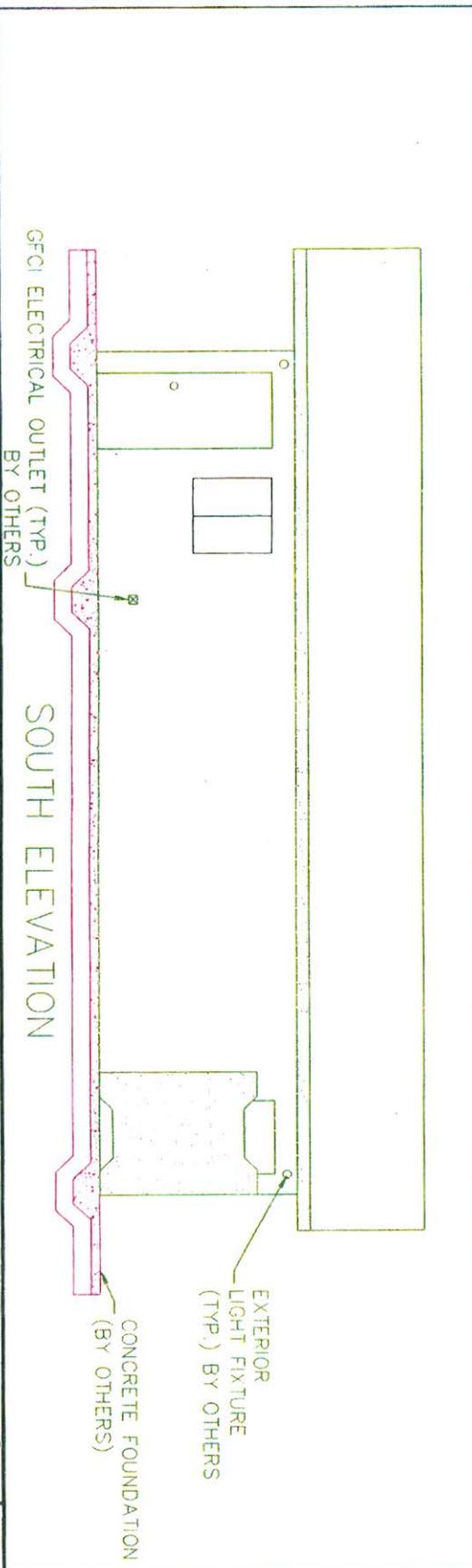
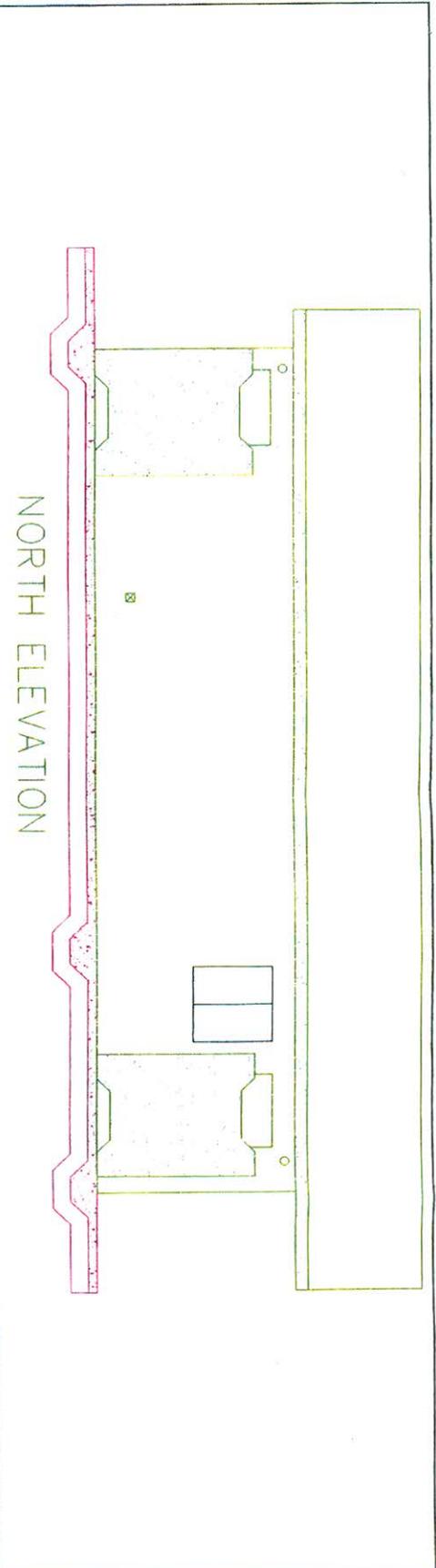
Warranty: _____

Delivery Date: _____

Payment will net 30 from the date after final inspection and acceptance by a state engineer from the Design & Construction Bureau.

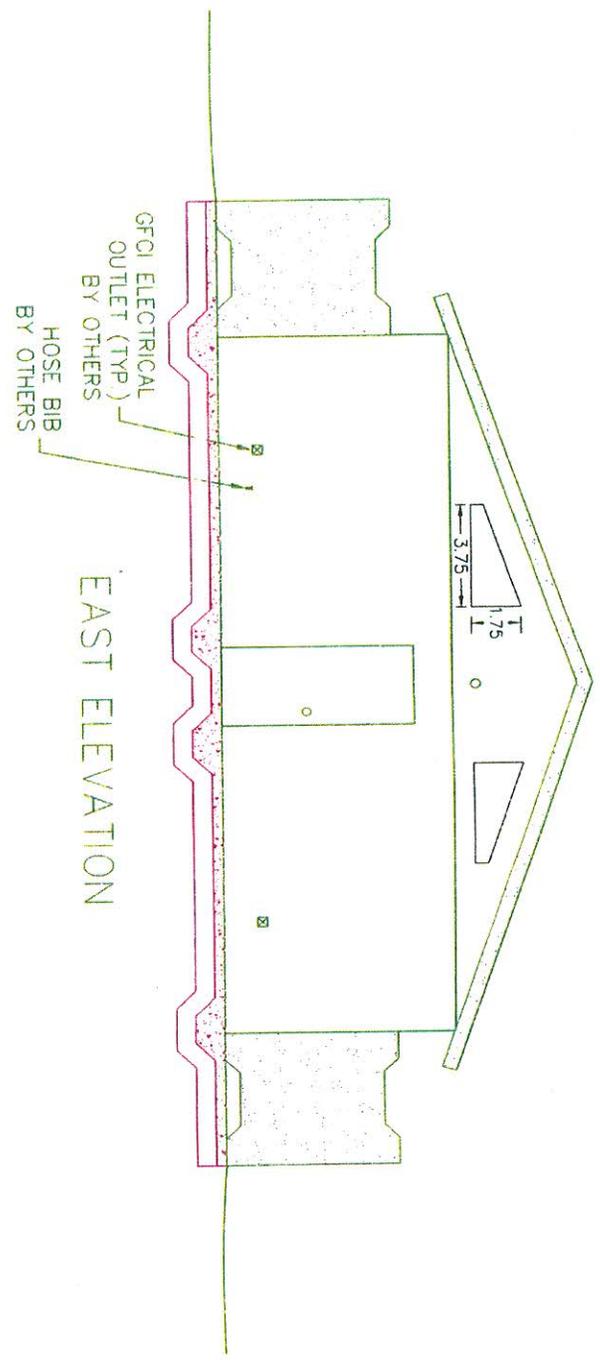
ATTACHMENT A – Map & Drawings





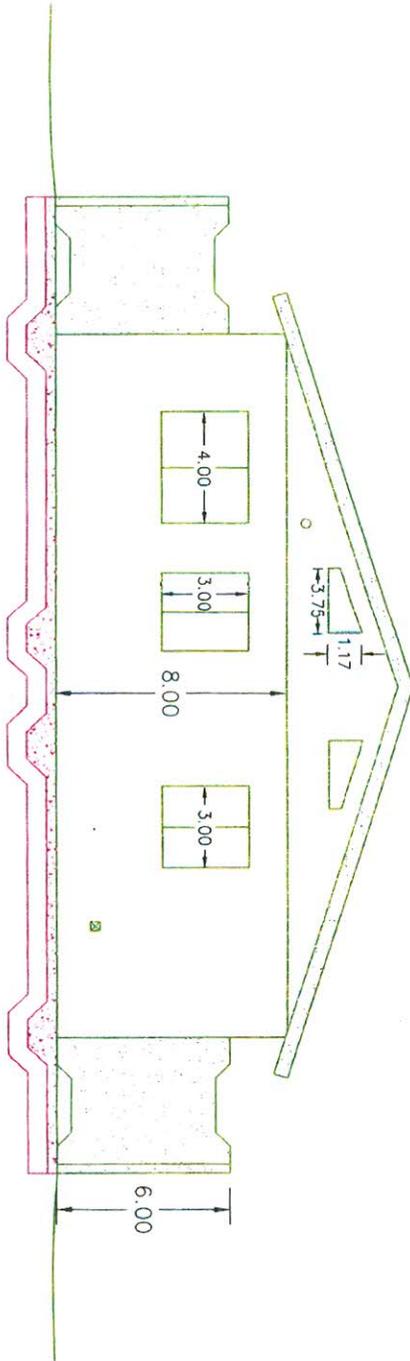
K. Williams DRAWN BY:	11/22/2013 DATE:	REVISION BY:	DATE:	APPROVED BY:	DATE:	 Mongung Fish, Wildlife & Parks	Comfort Station - N / S Spring Meadow Lake State Park	 MONTANA STATE PARKS
CHECKED BY:	DATE:	APPROVED BY:	DATE:	APPROVED BY:	DATE:			
SHEET: 3 of 5								

DESIGNED BY: _____	DATE: 11/28/2013	APPROVED BY: _____	DATE: _____	 Montana Fish, Wildlife & Parks Comfort Station - East Spring Meadow Lake State Park	 SHEET: 4 of 5
CHECKED BY: _____	DATE: _____	APPROVED BY: _____	DATE: _____		
DESIGNED BY: _____	DATE: _____	APPROVED BY: _____	DATE: _____		
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WEST ELEVATION



IFB Checklist

Have you remembered to:

- Check our website for the latest addendum to the IFB
- Sign each "Acknowledgment of Addendum" if required
- Sign your bid on our cover sheet
- Mark your mailing envelope or box with the IFB number and the opening date under your return address
- Carefully review the "Standard Terms and Conditions"
- Carefully review all listed requirements to ensure compliance with the IFB
- Initial all bid/pricing changes you made
- Bid F.O.B. Destination (Ship To: Address) Freight Prepaid