Montana Fish, Wildlife & Parks

STATE OF MONTANA INVITATION FOR BID
(THIS IS NOT AN ORDER)

IFB Number: 140142	IFB Title: Region 2 Latrine Septic Pumping Services
IFB Due Date and Time: February 13, 2014 2 p.m., Local Time	Number of Pages: 20

ISSUING AGENCY INFORMATION

Purchasing Officer: Kari Shinn	Issue Date: 01/31/2014
Fish Wildlife and Parks Purchasing Unit 930 Custer Ave (Delivery) PO Box 200701 (Mailed) Helena, MT 59620-0701	Phone: (406) 495-3249 Fax: (406) 495-3253 TTY Users, Dial 711 Website: http://www.fwp.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: 140142 IFB Due Date: 02/13/2014 Special Instructions:

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."

BIDDERS MUST COMPLETE THE FOLLOWING

Payment Terms: Net 30 days	
Bidder Name/Address:	Authorized Bidder Signatory: (Please print name and sign in ink)
Bidder Phone Number:	Bidder FAX Number:
Bidder Federal I.D.:	Bidder E-mail Address:

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.

IMPORTANT: SEE STANDARD TERMS AND CONDITIONS

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 Montana Fish, Wildlife & Parks. 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 Montana Fish, Wildlife & Parks 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.

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.

UNAVAILABILITY OF FUNDING: The contracting agency, at its sole discretion, may terminate or reduce the scope of the contract if available funding is reduced for any reason. (Section 18-4-313(4), MCA.)

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.

Montana Fish, Wildlife & Parks

1.0 INTRODUCTION

The STATE OF MONTANA, Fish, Wildlife & Parks (hereinafter referred to as "the State") is soliciting bids for latrine/septic pumping for Region 2 Fishing Access Sites and State Parks. A more complete description of the services sought is provided below. Bids submitted in response to this solicitation must comply with the instructions and procedures contained herein.

1.1 CONTRACT TERM

The contract term is for a period of six (6) years beginning upon both parties signing the contract and ending **March 31, 2015**. 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 six years, at the option of the State.

1.2 INSTRUCTIONS TO BIDDERS

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

1.2.1 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.

1.2.2 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.

1.2.3 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.

1.2.4 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.

1.2.5 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.

1.3 BID SUBMISSION

1.3.1 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# 140142**. ***Bids must be received at the receptionist's desk of the FWP, Purchasing Unit at 930 Custer Avenue West, Helena, MT prior to 2 p.m., local time, 02/13/2014.*** 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.

1.3.2 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.

1.3.3 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.

1.3.4 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."

1.4 CHANGE OR WITHDRAWAL OF BIDS

1.4.1 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 1.2.1 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).

1.4.2 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.

1.5 BID AWARDS

1.5.1 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.

1.5.2 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: SPECIAL TERMS AND CONDITIONS

2.1 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.

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;

2.2 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.

2.3 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, P.O. Box 200701, Helena, MT 59620-0701, upon expiration.

2.4 INSURANCE REQUIREMENTS

2.4.1 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.

2.4.2 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.

2.4.3 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 **$500,000.00** per occurrence and **$1,000,000.00** 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.

2.4.4 Specific Requirements for Automobile Liability. If at any time during the contract, the Contractor offers to transport employees, volunteers, or members of other cooperative agencies, the following insurance requirement must be met.

The Contractor will obtain prior approval by submitting a copy of the following insurance certificate to the assigned Contracts Officer at Montana Fish, Wildlife & Parks:

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 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 Contractor.

2.4.5 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.

2.4.6 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, 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.

2.5 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.

2.6 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.

2.7 MONTANA PREVAILING WAGE REQUIREMENTS

2.7.1 Montana Resident Preference. The nature of the work performed, or services provided, under this contract meets the statutory definition of a "public works contract" in section 18-2-401, MCA. Unless superseded by federal law, Montana law requires that contractors and subcontractors give preference to the employment of Montana residents for any public works contract in excess of $25,000 for construction or nonconstruction services in accordance with sections 18-2-401 through 18-2-432, MCA, and all administrative rules adopted in relation to these statutes.

Unless superseded by federal law, each contractor shall ensure that at least 50% of a contractor's workers performing labor on a construction project are bona fide Montana residents.

The Commissioner of the Montana Department of Labor and Industry has established the resident requirements in accordance with sections 18-2-403 and 18-2-409, MCA. Any and all questions concerning prevailing wage and Montana resident issues should be directed to the Montana Department of Labor and Industry.

2.7.2 Standard Prevailing Rate of Wages. In addition, unless superseded by federal law, all employees working on a public works contract shall be paid prevailing wage rates in accordance with sections 18-2-401 through 18-2-432, MCA, and all associated administrative rules. Montana law requires that all public works contracts, as defined in section 18-2-401, MCA, in which the total cost of the contract is in excess of $25,000, contain a provision stating for each job classification the standard prevailing wage rate, including fringe benefits, travel, per diem, and zone pay that the contractors, subcontractors, and employers shall pay during the public works contract.

The standard prevailing rate of wages paid to workers under this contract must be adjusted 12 months after the date of the award of the public works contract per section 18-2-417, MCA. The amount of the adjustment must be a 3% increase. The adjustment must be made and applied every 12 months for the term of the contract. This adjustment is the sole responsibility of the contractor and no cost adjustment in this contract will be allowed to fulfill this requirement.

Furthermore, section 18-2-406, MCA, requires that all contractors, subcontractors, and employers who are performing work or providing services under a public works contract post in a prominent and accessible site on the project staging area or work area, no later than the first day of work and continuing for the entire duration of the contract, a legible statement of all wages and fringe benefits to be paid to the employees in compliance with section 18-2-423, MCA.

Section 18-2-423, MCA, requires that employees receiving an hourly wage must be paid on a weekly basis. Each contractor, subcontractor, and employer must maintain payroll records in a manner readily capable of being certified for submission under section 18-2-423, MCA, for not less than three years after the contractor's, subcontractor's, or employer's completion of work on the public works contract. The Commissioner of the Montana Department of Labor and Industry has established the standard prevailing rate of wages in accordance with sections18-2-401 and 18-2-402, MCA, for Sewage Disposal Workers to be $15.85 per hour, no benefit rate established.

2.8 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.

2.9 CONTRACT TERMINATION

2.9.1 Termination for Cause. The State may, by written notice to the Contractor, terminate this contract in whole or in part at any time the Contractor fails to perform this contract.

2.9.2 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.)

2.10 USE OF HAZARDOUS MATERIALS BY CONTRACTOR

The State of Montana requires that all activities performed under this contract be done in a manner to protect the health and safety of all persons and safeguard the environment.

The contractor, through cooperation with the State, is responsible to provide for the control and disposal of any and all hazardous substances and contaminants in a safe and environmentally sound manner, in compliance with all pertinent State and Federal laws.

When necessary, the State may require the contractor to provide Miscellaneous Errors and Omissions coverage in addition to regularly required insurance.

2.10.1 Bidders shall be responsible for acquainting themselves with all site conditions.

2.10.2 The Contractor is responsible for instructing and training their personnel in proper work methods and procedures. The agency may require the contractor to submit a detailed training program addressing the following:

- New hire training
- Specific work site training
- Continuous follow-up training
- Safety plan training
- Customer service relations.

2.10.3 SAFETY. The Contractor is responsible for instructing employees in safety measures considered appropriate.

2.10.4 ADJUSTMENTS. The State reserves the right to increase or decrease the required services that are included in this contract and negotiate a mutually acceptable rate with the contractor.

2.10.5 DAMAGES. Contractor is responsible for repair cost of any damage to State property caused by contractors personnel or equipment during execution of these services.

2.11 INSPECTION AND SUPERVISION BY THE STATE

2.11.1 ENFORCEMENT.

All services performed, materials and supplies furnished or utilized in the performance of services, and workmanship in the performance of services will be subject to inspection and test by the State to the extent practicable at all times and places, during the term of the contract.

2.11.2 The State shall retain the right to determine whether an adequate level of service and workmanship is being maintained.

2.11.3 Incomplete, defective and/or services not accomplished as scheduled will be reported to the contractor for appropriate action.

a. It shall be the responsibility of the contractor to check for any special "work requests" from the Agency Contact person.

b. Inspection of the service is the responsibility of the designated Agency contact person or designee. The State has the authority to point out to the contractor any deficiencies and require corrective measures in accordance with the contract terms.

2.12 CORRECTION OF DEFICIENCIES

If any services specified herein are not in conformity with the requirements of the contract, the State shall have the right to require the contractor to perform the services again in conformity with the requirements of the contract at no additional increase in total contract amount.

If the re-performed services are not corrected in conformity with the requirements of the contract, the State shall have the right to (1) require the contractor to immediately take all necessary steps to ensure future performance of the services in conformity with the requirement of the contract or (2) otherwise have the services performed in conformity with the contract requirements, and deduct any costs incurred by the State that is directly related to the performance of such services.

2.12.1 A written report of the deficiencies shall be filed and a copy given to the contractor for the contractor's record and response. Contractor's written and signed response will be made a part of the file. Services found to be incomplete, defective, or not accomplished as scheduled will be reported to the contractor for immediate corrective action and will be started, corrected or re-accomplished within twenty four (24) hours of the time the complaints(s) are reported to the contractor. Services other than routine services reported incomplete, defective or not accomplished as scheduled will be reported to the contractor for immediate corrective action by the contractor and will be acceptably completed, corrected or re-accomplished within the time schedule as determined by the State.

2.12.2 Repetitive nonconformity in any one area or consistent overall nonconformity to workmanship and standards may result in cancellation of the contract and/or other punitive action as deemed necessary by the State.

2.12.3 The State of Montana may cancel this Contract immediately for cause. Cost incurred by the State as a result of this cancellation may be deducted from any sums owed the contractor.

SECTION 3: SCOPE OF WORK AND PRICING SCHEDULE

3.0 PRICES

3.0.1 Cost Increase by Fixed Amount. After the initial term of the contract, each renewal term may be subject to a cost increase of 0-5 %, not to exceed 5 %, upon approval, for the entire term of the contract.

3.1 ITEM-BY-ITEM AWARD

Awards will be made on an item-by-item 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."

3.2 SCOPE OF WORK AND PRICING SCHEDULE

SCOPE:

Provide labor, equipment and materials to pump sealed vaults, septic tanks, and pit latrines on an "as needed" basis for all Montana FWP Fishing Access Sites and State Parks in Region 2.

CONTRACT SPECIFICATIONS and REQUIREMENTS:

- Special Exceptions: If an emergency develops or pumping needs to be done within a specific time frame and the contract holder is not able to comply in these situations, FWP may use other available septic contractors to accomplish the job. The contract holder will be notified by FWP if this is needed. Due to the large geographic area of Region 2, it may be more economical for FWP to use another contractor in distant outlying areas away from the contract holder's primary place of business. The following sites would be considered for this action: Stuart Mill Bay FAS, Warm Springs Ponds & Painted Rocks State Park.

- All work will be done in accordance with acceptable practices outlined by the respective City-County Health Departments as well as the State of Montana. A current State of Montana Septic License is required.

- Latrine and septic pumping will be done on an "as needed" basis; the specific number and location of the latrines and septic tanks to be pumped will be determined by FWP. Some locations may require services several times during the term of the contract. Visitor usage will determine the actual number of pumpings needed to be made by the contractor. There is no guarantee as to the number of pumpings or total contract amount paid each year.

- Contractor must have a pump truck with a minimum capacity of 3000 gallons, allowing the ability to pump numerous latrines/septic tanks on one run, saving time and expense.

- Response time for the pumping must be no more than five (5) days after notification.

- All trash must be removed from the vaults and properly disposed of, off-site by the contractor.

- Latrine pumping must be done at the rear hatch openings whenever possible. FWP will furnish a key for this access. If pumping is required by removing the interior riser, the contractor must take care in

removing the riser and protect the seat cover from being damaged or scratched. Contractor will be held responsible to replace any seat or riser that is damaged during this removal.

- The solids and liquid level must be pumped out as low as possible so that no more than 4 inches or less of liquid remains in each vault or septic tank. This may require the contractor to back flush the vault so all solids are removed.

- The contractor will be required to leave the interior of the latrines clean and in a disinfected condition. This includes floors, seats, risers, doors and walls of the latrine. Latrine will be required to be in a clean useable condition immediately for the public once the service is complete.

- The contractor shall keep the outside premises free of debris and accumulation of waste. Any spillage must be properly cleaned up by the contractor prior to leaving the site.

- Once pumping is completed, notification of FWP is required (by phone) within 24 hours.

- Payment will require an invoice from the contractor upon completion of each requested pumping. The invoice must detail the hours spent on each latrine and the location of the latrine or septic tank.

- The contractor shall not assign, transfer or subcontract any portion of the contract without the written consent of the State.

- No claim for extra work accomplished or materials furnished by the contractor other than stated herein, shall be allowed by the State unless it is ordered by the State in writing. Any extra work or materials accomplished or furnished by the contractor without a written order shall be at the contractor's risk, cost and expense. The contractor further agrees that unless a written order is received, they will make no claim for liability or compensation for extra work or materials furnished.

- If any services specified herein are not in conformity with the requirements of this contract, the State shall have the right to require the contractor to perform the services again in conformity with the requirements of this contract at no additional increase in the total contract amount.

- The contractor shall adequately protect the work, adjacent property, and the public in all phases of the work.

- The contractor shall respond within 24 hours after notice of observed defect 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 expense of the contractor.

- FWP may authorize scheduled pumping in addition to an "as needed" basis.

3.3 CONDITIONS OF AWARD

The State reserves the right to use any information deemed necessary to establish the ability of any bidder to perform all conditions of the contract. The state may also reject a bid from a contractor who has been terminated for cause or elected to terminate a contract prior to the end of the contract period.

3.3.1 Award may be made to more than one (1) contractor, by Unit, whose low bid meets all terms, conditions, requirements and specifications of Invitation For Bid #140142. Contractor may bid on individual units or all. Bids must be for complete unit. Partial unit bids will not be considered.

3.3.2 The bidder, being familiar with all terms, conditions, and specifications of this Invitation for Bid, hereby agrees to supply labor, equipment, materials and incidentals as required to provide the required services for the State of Montana Fish, Wildlife & Parks.

Offeror Requirements

- Must provide proof of three (3) examples of the above required work.
- Must provide a minimum of three (3) references including company or agency name, contact person and phone number, for project verification

3.4 Cost Proposal

Contractor must fill out the attached cost sheets.

Montana State Parks

Sites	Latrine #	Latrine Type(s)	Capacity (Gallon)	City	Miles From Missoula	Directions	Cost Per Hour	Total Cost
BITTERROOT DRAINAGE								
Travelers Rest SP Admin Side	1	CXT Gunnison	1000	Lolo	12	Hwy 93, 0.2m W on Morman Creek Rd		
	1	Septic Tank	2000					
Travelers Rest SP Visitor Center	1	Septic Tank	2000	Lolo	12	Hwy 93, 0.3m W on Hwy 12		
	1	CXT Gunnison Double	2000					
FT. Owen SP	1	Flathead concrete	1050	Stevensville	29	Hwy 93, 0.9m E on Stevi Cutoff Rd (Rt 269)		
Painted Rocks SP	1	Septic Tank	3000	South/Darby	93	Hwy 93, 25.2m S on West For Rd (Rt 473)		
	1	Missoula Sierra	1000					
	1	Missoula Sierra	1000					
							Total	
CLARK FORK DRAINAGE								
Beavertail Hill Campground SP	1	J.R. Concrete	630	Rock Creek	28	I-90, Exit 130, turn S, 0.3m S on Bonita Station Rd		
	1	Septic Tank	3000					
Council Groves SP	1	Missoula Sierra	1000	Missoula	8	6.5m W on Mullan Rd from the intersection of N Reserve St		
Frenchtown Pond SP	1	Septic Tank #1	3500	Frenchtown	16	I-90, Exit 89, turn N on Demer St, 1.5m W on Frenchtown Frontage Rd		
	1	Septic Tank #2	2700					
							Total	

BLACKFOOT DRAINAGE								
Clearwater RV Dump Station	1	Septic Tank	3000	Clearwater X	40	Hwy 200, 31.5m from Milltown (after MP31), turn into the Weigh Station/Rest Area		
Salmon Lake Day Use SP	1	Romtec	1500	Seeley Lake	54	Hwy 200, 31.5m from Milltown (after MP31), 6.5m N on Hwy 83		
Salmon Lake Campground SP	1	Missoula Sierra	1000	Seeley Lake	53	Hwy 200, 31.5m from Milltown (after MP31), 7m N on Hwy 83		
	1	Septic Tank	2000					
	1	Septic Tank	2000					
Placid Lake Day Use SP	1	Missoula Sierra	1000	Seeley Lake	46	Hwy 200, 31.5m from Milltown (after MP31), 10.1m N on Hwy 83, 4.5m W on N Placid Lake Rd		
Placid Lake Campground SP	1	Missoula Sierra	1000	Seeley Lake	47	Hwy 200, 31.5m from Milltown (after MP31), 10.1m N on Hwy 83, 3.1m W on N Placid Lake Rd		
	1	Missoula Sierra	1000					
	1	Septic Tank	2000					
							Total	

Total State Park Vaults	22	Total Capacity	38,380

Fishing Access Locations

BITTERROOT RIVER								
Chief Looking Glass FAS	3	Flathead Concrete	1050	Florence	19	Hwy 93, 0.9m E to end of Chief Looking Glass Rd		
		J.R. Concrete	630					
		RV Camp Host Vault	1000					
Florence Bridge FAS	1	J.R. Concrete	630	Florence	21	Hwy 93, 1.1m E on Eastside Hwy		
Poker Joe FAS	1	Flathead Concrete	1050	Florence	24	Hwy 93, 0.4m E on Luby Ln, 0.6m to end of Simpson Ln		
Bell Crossing FAS	1	Flathead Concrete	1050	Victor	34	Hwy 93, 0.4m E on Bell Crossing		
Tucker Crossing FAS	1	J.R. Concrete	630	Victor	39	Hwy 93, 0.1m E on Bear Creek Rd		
Woodside Bridge FAS	1	Flathead Concrete	1050	Corvallis	43	Hwy 93, 0.5m E on Woodside Cutoff Rd		
Wally Crawford FAS	1	J.R. Concrete	630	Darby	59	Hwy 93, 0.1m N on Old Darby Rd		
Darby Bridge FAS	1	Flathead Concrete	1050	Darby	65	Hwy 93, 0.1m E on Southwic Ave, 0.5m S on Water St, 0.2m E on Darby Bridge Rd		
Hannon Memorial (Day Use) FAS	1	J.R. Concrete	630	Darby	69	Hwy 93, 0.1m N on Rocky Mountain Rd		
Hannon Memorial FAS	1	Flathead Concrete	1050	Darby	69	W. off Hwy 93 (0.1m S of Hannon Memorial Day Use FAS)		
							Total	

CLARK FORK RIVER (UPPER)								
Turah FAS	1	J.R. Concrete	630	Turah	13	I-90, Exit 113, turn S, 1.6m E on Turah Rd		
Schwartz Creek FAS	1	J.R. Concrete	630	Clinton	20	I-90, Exit 120, turn S, 1.7m E on East Mullan Rd, 0.6m S on Schwartz Creek Rd		
Beavertail Pond FAS	1	J.R. Concrete	630	Clinton	28	I-90, Exit 130, turn N, 0.2m N on Beavertail Rd		
Warm Springs Pond	4	Flathead Concrete	1050	Warm Springs	98	I-90, Exit 201, turn N (Request a map for bathroom locations) - 2 bathrooms @ 0.2m & 0.7m on the frontage road that parallels I-90 - 2 bathrooms off Eastside Rd on east side of ponds at Rainbow Bridge Entrance		
		Flathead Concrete	1050					
		Flathead Concrete	1050					
		Flathead Concrete	1050					
Stuart Mill Bay FAS	3	J.R. Concrete	630	Georgetown	91	I-90, Exit 153 at Drummond, 40m S on Hwy 1, 1.4m W on Georgetown Lake Rd (aka Dentons Point Rd)		
		Flathead Concrete	1050					
		Flathead Concrete	1050					
							Total	

CLARK FORK RIVER (LOWER)								
Kelly Island FAS	1	J.R. Concrete	630	Missoula	5	0.9m W on Spurgin Rd from the intersection of Clements Rd		
Kona Bridge FAS	1	Flathead Concrete	1050	Missoula	7	0.9m W on Kona Ranch Rd from the intersection of Mullan Rd		
Harper's Bridge FAS	1	Flathead Concrete	1050	Missoula	11	1.6m W on Harpers Bridge Rd from the intersection of Mullan Rd		
Petty Creek FAS	1	J.R. Concrete	630	Alberton	27	I-90, Exit 77, turn S, 0.2m S on Petty Creek Rd		
Cyr Bridge FAS	2	J.R. Concrete	630	Alberton	34	I-90, Exit 70, 0.2m on Old US Hwy 10, 0.1m S on Sawmill Gulch Rd		
		J.R. Concrete	630					
Big Pine FAS	1	J.R. Concrete	630	Alberton	42	I-90, Exit 66, turn S, 4.4m on Fish Creek Rd		
Forks FAS	1	Flathead Concrete	1050	Alberton	48	I-90, Exit 66, turn S, 10.5m on Fish Creek Rd, 0.1m W on Bear Creek Rd		
Daigles Eddy FAS	1	CXT Gunnison	1000	Potomac	22	Hwy 200, 2.8m on Blackfoot Corridor Rd (aka Johnsrud Park Rd)		
Thibodeau FAS	2	CXT Gunnison	1000	Potomac	25	Hwy 200, 5.6m on Blackfoot Corridor Rd (aka Johnsrud Park Rd)		
		CXT Gunnison	1000					
Whitaker Bridge FAS	1	CXT Gunnison	1000	Potomac	25	Hwy 200, 6.2m on Blackfoot Corridor Rd (aka Johnsrud Park Rd)		
Corrick's River Bend FAS	2	Flathead Concrete	1050	Greenough	31	Hwy 200, 11.3m on Blackfoot Corridor Rd (aka Ninemile Prairie Rd)		
		Flathead Concrete	1050					
Ninemile Prairie FAS	1	Flathead Concrete	1050	Greenough	32	Hwy 200, 13.1m on Blackfoot Corridor Rd (aka Ninemile Prairie Rd)		
Roundup FAS	1	J.R. Concrete	630	Greenough	37	Hwy 200, 17.3m on Blackfoot Corridor Rd (aka Ninemile Prairie Rd)		
Clearwater Crossing FAS	1	J.R. Concrete	630	Greenough	39	Hwy 200, 31m from Milltown (after MP31)		
Clearwater Bridge FAS	1	Flathead Concrete	1050	Greenough	42	Hwy 200, 31m from Milltown (after MP31), 2.5m S on Sunset Hill Rd		
Harper's Lake FAS	2	Flathead Concrete	1050	Greenough	41	Hwy 200, 31.5m from Milltown (after MP31), 1.4m N on Hwy 83		
		J.R. Concrete	630					

Russell Gates Memorial FAS	3	Flathead Concrete J.R. Concrete Flathead Concrete	1050 630 1050	Greenough	43	Hwy 200, 35.2m from Milltown (after MP35)		
Upsata Lake FAS	1	J.R. Concrete	630	Ovando	50	Hwy 200, 37.5m from Milltown (after MP37), 4.3m N on Woodworth Rd		
River Junction FAS	1	Flathead Concrete	1050	Ovando	55	Hwy 200, 38.7m from Milltown (after MP39), 8.5m on (unmarked) Scotty Brown Rd/River Jct Rd		
Monture Creek FAS	1	Flathead Concrete	1050	Ovando	48	Hwy 200, 39.8m from Milltown (after MP40)		
Harry Morgan FAS	1	Flathead Concrete	1050	Ovando	57	Hwy 200, 44.2m from Milltown (after MP44), 4.4m S on Ovando Helmville Rd		
Brown's Lake FAS	2	Flathead Concrete Flathead Concrete	1050 1050	Ovando	63	Hwy 200, 4.2m from Milltown (after MP44), 7.1m S on Ovando Helmville Rd, 3.2m E on (unmarked) Browns Lake Rd. Also access site 52.6m from Milltown (after MP52), 3.3m W on unmarked Browns Lake Rd (across from Cooper Lake Rd)		
Total FAS Vaults	62	Total Capacity	53,930				Total	

Signing this IFB certifies that offeror complies with all requirement of this Invitation for Bid.

NOTE TO VENDORS:
A) Failure to display Invitation for Bid # 140142 on your sealed bid envelope may result in bid disqualification.

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