Montana Fish, Wildlife & Parks

# STATE OF MONTANA
## Fish, Wildlife & Parks
# Invitation for Bid
## (This is not an order)

| IFB Number: | IFB Title: |
|---|---|
| 140247 | ATV's |

| IFB Due Date and Time: | Number of Pages: 12 |
|---|---|
| May 15, 2014<br>2:00 p.m., Mountain Standard Time | |

**ISSUING AGENCY INFORMATION**

| Procurement Officer: | Issue Date: |
|---|---|
| Kari Shinn | 4/29/2014 |

| | |
|---|---|
| Fish Wildlife and Parks<br>Purchasing Unit<br>930 Custer Ave (Delivery)<br>PO Box 200701 (Mailed)<br>Helena, MT 59620-0701 | Phone: (406) 495-3249<br>Fax: (406) 495-3253<br>TTY Users, Dial 711<br><br>Website: http://www.fwp.mt.gov |

**INSTRUCTIONS TO BIDDERS**

| | |
|---|---|
| COMPLETE THE INFORMATION BELOW AND RETURN THIS PAGE AND COST PROPOSAL WITH YOUR BID AND ANY REQUIRED DOCUMENTS TO THE ADDRESS LISTED ABOVE UNDER "ISSUING AGENCY INFORMATION." | Mark Face of Envelope/Package:<br><br>IFB Number: 140247<br>IFB Due Date: 5/15/2014<br><br>Special Instructions: |

**BIDDERS MUST COMPLETE THE FOLLOWING**

| | |
|---|---|
| Payment Terms: Net 30 days | Delivery Date: |
| Bidder Name/Address: | Authorized Bidder Signatory:<br><br>(Please print name and sign in ink) |
| Bidder Phone Number: | Bidder FAX Number: |
| Bidder E-mail Address: | Bidder Federal ID: |

Debarment: The contractor certifies, by signing 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.

**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.

**ACCESS AND RETENTION OF RECORDS:** 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). 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:** 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 Fish, Wildlife & Parks 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.

**DISABILITY ACCOMMODATIONS:** The State 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 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. 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/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).
**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.)

**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

## 1.1 INTRODUCTION

The STATE OF MONTANA, Fish, Wildlife & Parks (hereinafter referred to as "the State") is soliciting bids for five (5) All terrain vehicles (ATV's). 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.

## 1.2 INSTRUCTIONS TO BIDDERS

**1.2.1 Procurement Officer Contact Information.** Contact information for the Montana Fish, Wildlife & Parks Contracting 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

**1.2.2 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.

**1.2.3 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.

**1.2.4 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.

**1.2.5 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.

**1.2.6 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.

## 1.3 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# 140247**. **It is the bidder's sole responsibility to ensure their bid is received at the Montana Fish, Wildlife & Parks, Purchasing, 930 Custer Avenue West, Helena 59620 prior to 2:00 p.m., local time, May 15, 2014. This includes any bids submitted using**

**priority mailing**. 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."

**1.3.5 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.

## 1.4 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: 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 **June 15, 2014** after receipt of purchase order from the State of Montana.

**2.0.3 Shipping.** No weekend or holiday deliveries excepted, deliveries shall be **F.O.B. DESTINATION**, to the location shown below. The term "F.O.B. destination, within the State's premises," as used in this clause, means free of expense to the State and delivered to the location specified. The Contractor shall:

- Pack and mark the shipment to comply with specifications; or if the specifications do not contain specific packing or marking instructions, pack and mark the shipment in accordance with prevailing commercial practices and in such a manner as to ensure delivery in good condition and as required by this 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 point of delivery.

**2.0.4 Delivery Locations.**

**Montana Fish, Wildlife & Parks**
**1400 South 19th Avenue**
**Bozeman, MT 59718**

**Montana Fish, Wildlife & Parks**
**4600 Giant Springs Rd.**
**Great Falls, MT 59405**

**Montana Fish Wildlife & Parks**
**352 I-94 Business Loop**
**Miles City, MT 59301**

# SECTION 3: SPECIAL TERMS AND CONDITIONS

## 3.0 PREFERENCE NOT APPLIED

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

## 3.1 PURCHASING CARD

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

## 3.2 CONTRACT TERMINATION

**3.8.1 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.

**3.8.2 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 COST

## 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).

## 4.2 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

**Montana Fish, Wildlife & Parks is looking to purchase five (5) All terrain vehicles.**

| | Meets Specs. YES | Meets Specs. NO |
|---|---|---|
| • New: 2013 or 2014 model | ____ | ____ |
| • Engine: Liquid cooled, OHV, 4 stroke, 425 cc min | ____ | ____ |
| • Transmission: Automatic transmission with forward and reverse, high and low ranges | ____ | ____ |
| • Drive: 4 wheel drive, with 2 WD-4WD option, direct front and rear drive shafts with on demand front differential lock | ____ | ____ |
| • Suspension: Independent front and rear suspension | ____ | ____ |
| • Tires: standard for the machine | ____ | ____ |
| • Length and width: not more than 80 inches long and not more than 45 inches wide | ____ | ____ |
| • Weight: not more than 650 lbs | ____ | ____ |
| • Fuel capacity: 3.5 gallons minimum | ____ | ____ |
| • Color: Standard colors acceptable | ____ | ____ |
| • Electric start | ____ | ____ |
| • Front and rear disk brakes | ____ | ____ |
| • Rear towing hitch | ____ | ____ |
| • Towing capacity minimum 1,300 lbs | ____ | ____ |
| • Rear rack capacity minimum 170 lbs | ____ | ____ |
| • High-low beam headlight, rear brake light | ____ | ____ |
| • Horn | ____ | ____ |
| • Speedometer, odometer | ____ | ____ |
| • Fuel Gauge | ____ | ____ |

- DC outlet ____ ____
- OEM front and rear racks installed ____ ____
- Street legal ____ ____
- Warranty: 6 months ____ ____

## 4.4 Quote Section:

**Cost**

**Total Cost – Five (5) ATV's including delivery:** _____

**Total Cost – One (1) ATV including delivery to: 1400 South 19th Ave., Bozeman, MT 59718** _____

**Year:** _____

**Make:** _____

**Model:** _____

**Warranty:** _____

**Total Cost – Two (2) ATV's including delivery to: 4600 Giant Springs Rd. Great Falls, MT 59405** _____

**Year:** _____

**Make:** _____

**Model:** _____

**Warranty:** _____

**Total Cost – Two (2) ATV's including delivery to: 352 I-94 Business Loop, Miles City, MT 59301** _____

**Year:** _____

**Make:** _____

**Model:** _____

**Warranty:** _____

**Manufacturer literature, sufficient in detail to address all specification requirements of the item being solicited, must accompany bid response.**

## Bid Award:

**Bids are due no later than 2:00 PM local time, May 15, 2014. Bids will not be accepted after this time. Bid will go to the vendor that has low bid and meets all the specifications listed on this solicitation. Signing this IFB certifies that the equipment you are presenting for bid meets all of the required specifications.**

**NOTE TO VENDORS:**

**A) Failure to display invitation for bid FWP# 140247 and bid due date, May 15, 2014 on your sealed bid envelope will 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