Montana Fish, Wildlife & Parks

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

IFB Number:	IFB Title:
150050	Used Compact Excavator

IFB Due Date and Time:	Number of Pages:
October 14, 2014 2:00 p.m., Local Time	10

ISSUING AGENCY INFORMATION

Procurement Officer:	Issue Date:
Kari Shinn	September 30, 2014

Montana Fish, Wildlife & Parks Purchasing Unit 930 Custer Ave (delivered) P O Box 200701 (mailed) Helena MT 59620-0701	Phone: (406) 495-3249 Fax: (406) 495-3253 TTY Users, Dial 711 Website: http://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: 150050 IFB Due Date: October 14, 2014
	Special Instructions: Delivery FOB Bannack State Park, Dillon, MT 59725

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:	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: 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/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.

SEPARABILITY CLAUSE: A declaration by any court, or any other binding legal source, that any provision of the contract is illegal and void shall not affect the legality and enforceability of any other provision of the contract, unless the provisions are mutually dependent.

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

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

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

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

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

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

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

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

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 compact excavator. A more complete description of the supplies and/or services sought is provided in Section 3 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# 150050**. ***Bids must be received at the receptionist's desk of the Fish, Wildlife & Parks Warehouse at 930 Custer Avenue West, Helena, MT prior to 2:00 p.m., local time, October 14, 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).

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 **December 1, 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.

Delivery Location F.O.B.

Montana Fish, Wildlife & Parks
Bannack State Park
4200 Bannack Road
Dillon, MT 59725

SECTION 3: SPECIFICATIONS AND PRICING SCHEDULE

3.0 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.

3.1 PRICES

3.1.1 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).

3.2 SPECIFICATIONS: Montana Fish, Wildlife & Parks is soliciting for one used compact excavator. This table must be completed and returned with bid, failure to do so will be the disqualification of your bid.

	MINIMUM SPECIFICATION	MEETS		EXCEEDS
		YES	NO	
1	2010 or newer Compact Excavator			
2	Must have less than 500 hours maximum			
3	Horsepower: 20.7/2500 rpm			
4	Operating Weight: 5500-6550 lbs.			
5	Overall Width: 59" minimum			
6	Overall Length: 168" minimum			
7	Dig Depth: 108" minimum			
8	Reach at ground level: 180"			
9	Dump Height: 116"			
10	Boom Swing: 50-90 degrees left/right			
11	Digging force at bucket: 4,800 lbs			
12	Digging force at arm: 3,000 lbs/			
13	Dozer Blade: 60"wide x 12" high			
14	0-2" Maximum tail swing clearance			
15	Two Buckets, sizes; 12" and 24"			
16	Arm Attached hydraulic thumb for buckets			
17	Auxiliary hydraulic flow rate GPM: 12.5			
18	Must have new hydraulic lines			
19	Must have 80% left of tread on tracks			
20	Interior must be in good shape, upholstery free of cracks or tears and if the machine has windows, must be free of cracks			
21	Must have a thorough engine and mechanical tune-up			
22	Must have a bound operator's manual			

Factory authorized warranty, parts, and service needs must be available within 150 miles of Bannack State Park, Dillon, MT for all items and brands put forth in bids.

FWP reserves the right to inspect the used equipment before purchasing it to make sure the specifications are met.

Equipment must be fully assembled and ready for use upon delivery.

FOB: Fish, Wildlife & Parks, 4200 Bannack 4200 Road, Dillon, MT 59725

Items 1-3 must be included in the bid package; failure to include these items will be disqualification of the bid:

1) **Pictures of the used equipment being submitted in the proposal**
2) **Manufacturer literature, sufficient in detail to address all specification requirements of the item being solicited.**
3) **Completed Table (page 9)**

3.3 Quote Section:

Provide and deliver FOB:

1 ea Compact Excavator (per specifications)

Total Cost Delivered:_____

Make/Model/Year:_____

Delivery Date:_____

Vin # of the machine being proposed:_____

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 IFB# 150050 and the bid opening date, October 14, 2014 on your sealed bid envelope may result in bid disqualification.

IFB Checklist

Have you remembered to:

HAVE YOU REMEMBERED TO:

* Bid F.O.B. Destination (Ship To: Address) Freight Prepaid
* Mark envelope or box with bid number and opening date
* Review "Standard Terms and Conditions"
* Sign your bid on the cover sheet
* Initial all bid/pricing changes you made
* Review and complete all listed requirements to ensure compliance
* Include literature (if requested)
* Include Montana-Made preference affidavit, if applicable
* Have current Montana resident preference affidavit in place, if applicable