



**Montana Fish,  
Wildlife & Parks**

STATE OF MONTANA DEPARTMENT OF  
FISH, WILDLIFE & PARKS (FWP)  
LIMITED SOLICITATION

Solicitation Number: LS # 150128-1

Solicitation Title: Parks Gatekeeper Services

Agency Contact: FWP PURCHASING OFFICER  
Kari Shinn (495-3249)

Limited Solicitation is an informal procurement method for purchases between \$5,001 and \$25,000. This process is authorized by section 18-4-305, MCA, and ARM 2.5.603.

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Email: \_\_\_\_\_

Federal Tax ID Number: \_\_\_\_\_

Responses to this solicitation will be accepted by FWP at **(406) 495-3253** (fax) FWP, Purchasing, P O Box 200701, Helena MT 59620 (mailed) or FWP, Purchasing, 930 Custer AVE. West, Helena, MT (delivered) **until April 9, 2015 at 2:00 P.M.** Proposals received by the purchasing officer after this time will not be accepted for consideration. Must be **received prior to 2:00 P.M.**

**Provide the following:** Montana Fish, Wildlife & Parks is soliciting bids for security and patrol services to open and close gates at selected FWP properties near Missoula, Montana. A more detailed description of the specifications can be found on pages 4-8 of this solicitation.

Offeror/Bidder must submit three (3) references for review.

Vendor Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Additional vendor information attached: Yes \_\_\_\_\_ No \_\_\_\_\_ (check one)

**Debarment:** Signature certifies that company nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction.

**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:** 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 eight 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:** 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. The Contractor is the employer for the purpose of providing healthcare benefits and paying any applicable penalties, fees and taxes under the Patient Protection and Affordable Care Act [P.L. 111-148, 124 Stat. 119]. Any subletting or subcontracting by Contractor subjects subcontractors to the same provisions. 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 prior written consent of Montana Fish, Wildlife & Parks. 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:** 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 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:** 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://qsd.mt.gov/procurement/preferences.asp>.

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

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

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

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

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

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

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

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

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

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

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

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

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



## Scope of work

### GATEKEEPER SERVICES

#### COUNCIL GROVE STATE PARK

**Location:** 11249 Mullan Road, Missoula, MT (7 miles west of Missoula).

- Seasonal service (April 1 – Sept 30)
- Service provided 3 days per week: Friday, Saturday & Sunday
- Friday evening – close gate; Saturday morning – open gate, Saturday evening –close gate; Sunday morning – open gate.
- Gate opening: lock gate **open** between the time period of 5 a.m. to 6 a.m. every day.
- Gate **closing**: check site for visitors, close and lock gate every night between the time period of the listed closing time + 1 hour (see table below), for example: 10:00 p.m. to 11:00 p.m.
  - If visitors are present, politely state gate hours, hand them a FWP “red” information card, state that they must leave immediately, lock gate after visitors exit park.
  - If vehicle (*but no*) visitors present, honk horn or blow a whistle and wait 5 minutes, if visitors return (see above).
  - If visitors do not return, record license plate, vehicle description, date/time on a FWP violation report yellow card and leave a FWP “red” information card under the vehicle’s windshield wiper, and take a digital photograph of the vehicle with the license plate clearly visible.
  - Lock gate as you exit park.

#### **GATE HOURS THAT APPLY FOR COUNCIL GROVE:**

April 1 – May 31:	6am – 10 p.m.
June 1 – July 31:	6am – 11 p.m.
Aug. 1 – Sept. 30:	6am – 10 p.m.

#### FRENCHTOWN POND STATE PARK

**Location:** 18401 Frenchtown Frontage Road, Frenchtown, MT

- Seasonal service (Oct 1 – April 30)
- Daily Service: Open/Close gate each service day.
- Gate opening: lock gate **open** between the time period of 5:00 a.m. to 6:00 a.m. every day.
- Gate closing: check site for visitors, close and **lock** gate every night between the time period of 6:00 p.m. to 7:00 p.m.
  - If visitors are present, politely state gate hours, hand them a FWP “red” information card, state that they must leave immediately, lock gate after visitors exit park.
  - If vehicle (*but no*) visitors present, honk horn or blow a whistle and wait 5 minutes, if visitors return (see above).
  - If visitors do not return, record license plate, vehicle description, date/time on a FWP violation report yellow card and leave a FWP “red” information card under the vehicle’s windshield wiper, and take a digital photograph of the vehicle with the license plate clearly visible.
  - Lock gate as you exit park.

## **For Both Sites:**

- Return completed FWP yellow cards to office by the next business day
- Communicate any hazards/problems to FWP or 911 ASAP
- Invoice FWP for services on a monthly basis

### **CONTRACT RENEWAL**

This contract may, upon mutual agreement between the parties and according to the terms of the existing contract, be renewed in one-year interval, or any interval that is advantageous to the State. This contract, including any renewals, may not exceed a total of three (3) years.

### **CONTRACT TERM**

This contract shall take effect on upon all parties signing the contract, and terminate on March 31, 2016, unless terminated or renewed earlier in accordance with the terms of this contract. (Mont. Code Ann. § 18-4-313.)

### **COST/PRICE ADJUSTMENTS**

**Cost Increase by Fixed Amount.** After the contract's initial term and if the State agrees to a renewal, the parties may agree upon a cost increase of 0-5%, not to exceed 5%. Contractor shall request the increase and shall provide justification for the increase. The State is not obligated to agree upon a renewal or a cost increase.

### **INSURANCE REQUIREMENTS – BID/PROPOSAL**

**General Requirements.** Contractor shall maintain for the duration of this 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 Contractor, agents, employees, representatives, assigns, or subcontractors. This insurance shall cover such claims as may be caused by any negligent act or omission.

**Primary Insurance.** 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 Contractor's insurance and shall not contribute with it.

**Specific Requirements for Commercial General Liability.** Contractor shall purchase and maintain occurrence coverage with combined single limits for bodily injury, personal injury, and property damage of **\$300,000.00** per occurrence and **\$600,000.00** aggregate per year 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 liability arising out of activities performed by or on behalf of Contractor, including the insured's general supervision of Contractor, products, and completed operations, and the premises owned, leased, occupied, or used.

**Specific Requirements for Automobile Liability.** 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, owned, or borrowed by Contractor.

**Deductibles and Self-Insured Retentions.** Any deductible or self-insured retention must be declared to and approved by the State. At the request of the State 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 Contractor, Contractor shall procure a bond guaranteeing payment of losses and related investigations, claims administration, and defense expenses.

**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, PO Box 200701, Helena, MT 59620-0701. 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.

### **COMPLIANCE WITH WORKERS' COMPENSATION ACT**

Contractor shall comply with the provisions of the Montana Workers' Compensation Act while performing work for the State of Montana in accordance with 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's exemption, or documentation of corporate officer status. Neither Contractor nor its employees are State employees. This insurance/exemption must be valid for the entire contract term and any renewal. Upon expiration, a renewal document must be sent to Montana Fish, Wildlife & Parks, PO Box 200701, Helena, MT 59620-0701.

#### **Requirements:**

- Please provide 3 references, names, addresses and phone numbers from vendors you have used to do similar work.
- Must meet insurance requirements and provide at the signing of a contract.

### **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."

#### **Cost**

Cost Per Season at Council Grove: \$ \_\_\_\_\_

Cost Per Season at French Town Pond: \$ \_\_\_\_\_

Vendor's Signature: \_\_\_\_\_

#### **Bid Award:**

**Bids due no later than 2:00 p.m. local time, April 9, 2015. Bids will not be accepted after this time. Bid will go to the vendor or vendors that has low bid and meets all the specifications listed on this solicitation.**

**Rejection of Bids:** While the State has every intention of awarding a contract as a result of this Limited Solicitation, issuance of this Limited Solicitation 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 Limited Solicitation (18-4-307, MCA);
- Waive any undesirable, inconsequential, or inconsistent provisions of this Limited Solicitation 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).

<b>Limited Solicitation Checklist</b>
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Have you remembered to:

- Sign your bid on our cover sheet and cost proposal sheet
- Mark your mailing envelope or box with the LS 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 LS
- Initial all bid/pricing changes you made

Frenchtown Pond SP.  
 15 miles west of Missoula on I-90  
 to Frenchtown Exit #89,  
 then 1 mile west on Frontage Rd.,  
 to site entrance

**ALL SITES: GATES TO BE OPENED/  
 LOCKED ARE LOCATED AT SITE  
 ENTRANCES.**

Council Grove SP.  
 From Reserve Street, SE, in Missoula,  
 turn west on Mullan Rd., then 10 miles west  
 to park entrance road.

