Montana Fish, Wildlife & Parks

INVITATION FOR BID

THIS IS NOT AN ORDER

Department of Fish, Wildlife & Parks
Purchasing Unit
930 West Custer Avenue
P. O. Box 200701
Helena, Montana 59620-0701
Phone: (406) 495-3249
Fax: (406) 495-3253

Company Name/Address: (correct any errors)	Bid No.: FWP #050154
	Bid Title: R3 – Latrine/Septic Pumping (Attachments 2)
	Pages: 1-12
BIDS will be received and publicly opened at **2:00 p.m.** on: Friday, March 18, 2004	Issued by: Mary House, Purchasing Officer

MARK FACE OF BID ENVELOPE UNDER YOUR RETURN ADDRESS WITH THE FOLLOWING: FWP #050154 03/18/05	**RETURN YOUR BID TO:** **Department of Fish, Wildlife & Parks** **930 West Custer Avenue** **P.O. Box 200701** **Helena, MT 59620-0701**

SPECIAL INSTRUCTIONS: BIDS will be received and publicly opened at:

Department of Fish, Wildlife & Parks (Warehouse)
930 West Custer Avenue
Helena, MT 59620

PLEASE COMPLETE

Delivery Date:	Payment Terms: Net 30 Days
Company Name/Address: (if different)	Phone: ( )
	Fax: ( )
Bidder Name: (please print)	Federal I.D. No.:
Signature of Bidder:	

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 (Mont. Code Ann. § 18-1-118). 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. (Mont. Code Ann. § 18-4-141.)

AUTHORITY: The following 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 the State Procurement Bureau. 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 the State Procurement Bureau 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 non-performing 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 assure 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://www.discoveringmontana.com/doa/gsd/css/Resources/ReciprocalPreference.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://www.sos.state.mt.us.

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. (Mont. Code Ann. § 18-5-603.) 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. (Mont. Code Ann. § 18-4-313 (3).)

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. (Mont. Code Ann. § 18-1-401.)

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.

BILL TO: FISH WILDLIFE & PARKS
TOM GREASON
1400 S 19TH
BOZEMAN MT 59718

PROJECT SITE: FISH WILDLIFE & PARKS
VARIOUS SITES LISTED HEREIN

Questions may be directed to Mary House at (406) 495-3249 in Helena.

I. GENERAL INFORMATION AND REQUIREMENTS

A. INSURANCE REQUIREMENT

1) COMPLIANCE WITH WORKERS' COMPENSATION ACT

The Contractor is required to supply the State Procurement Bureau with proof of compliance with the Montana Workers' Compensation Act while performing work for the State of Montana. (Mont. Code Ann. §§ 39-71-120, 39-71-401, and 39-71-405.) Neither the Contractor nor its employees are employees of the State. The proof of insurance/exemption must be in the form of workers' compensation insurance, an independent contractor exemption, or documentation of corporate officer status and must be received by Fish, Wildlife & Parks, Purchasing Unit, P.O. Box 200701, Helena, MT 59620-0701, within 10 working days of the Request for Documents Notice and must be kept current for the entire term of the contract.

CONTRACTS WILL NOT BE ISSUED TO VENDORS WHO FAIL TO PROVIDE THE REQUIRED DOCUMENTATION WITHIN THE ALLOTTED TIME FRAME.

Coverage may be provided through a private carrier or through the State Compensation Insurance Fund (406) 444-6500. An exemption can be requested through the Department of Labor and Industry, Employment Relations Division (406) 444-1446. Corporate officers must provide documentation of their exempt status.

2) COMMERCIAL GENERAL LIABILITY

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.

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

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 $300,000 per occurrence and $600,000 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.

Additional Insured Status: 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.

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, and 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.

Certificate of Insurance/Endorsements: Insurance must be placed with an insurer with a Best's rating of no less than A-. The certificate must also include the State's solicitation number. This insurance must be maintained for the duration of the contract. By Fish, Wildlife & Parks, Purchasing Unit, P.O. Box 200701, Helena, MT 59620-0701, must receive all required certificates and endorsements within 10 days from the date of the Request for Documents notice before a contract or purchase order will be issued. Work may not commence until a contract or purchase order is in place. The Contractor must notify the State immediately, of any material change in insurance coverage, such as changes in limits, coverage, change in status of policy, etc. The State reserves the right to require complete copies of insurance policies at all times.

B. ON-SITE REQUIREMENTS

Each vendor 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 vendor of their obligations 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. They shall be responsible for all damages or injury due to their action or neglect.

The contractor shall maintain access to all phases of the contract pending inspection by the owner or their representative.

All work rejected as unsatisfactory shall be corrected prior to final inspection and acceptance.

The contractor shall respond within seven (7) calendar days after notice of observed defects has been given and shall proceed to immediately remedy these defects. Should the contractor fail to respond to the notice or not remedy the defects, the owner may have the work corrected at the expense of the contractor.

C. CLEAN-UP

1) The contractor shall keep the premises free from debris and accumulation of waste;

2) Remove all construction smears and stains from finished surfaces;

3) Remove all equipment, tools and excess materials before requesting final payment from FWP.

D. CONTRACT RENEWAL

This contract may, upon mutual agreement between the parties and according to the terms of the existing contract, be extended in (1) year intervals for a period not to exceed (2) additional years.

SPECIFICATIONS FOR WORK

A. Montana Fish, Wildlife and Parks (FWP); a State of Montana Agency, is extending an Invitations For Bids (IFB) for latrine vault and/or septic tank pumping at 48 Fishing Access Sites (FAS) and State Parks in Southwestern Montana. Latrine/Septic pumping services shall commence upon notification of the successful vendor by FWP Purchasing Office and shall continue for one (1) year from date of purchase order. Please see accompanying map (Attachment 1) and spreadsheet

(Attachment 2) for latrine vault and septic tank locations. These access areas and State Parks have been broken into 5 zones that comprise FWP Region 3 jurisdiction. The five zones are classified as follows:

1. Big Hole/Melrose/Dillon Area (Unit #1)
2. Lower Madison River/Bozeman/Jefferson River Area (Unit #2)
3. Upper Madison River/Ennis Area (Unit 3)
4. Yellowstone River/Livingston Area (Unit 4)
5. Helena Area.

The purposes of this contract is for only zones 1-4

B. 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.

C. Latrine pumping will be done on an "AS NEEDED" basis; the specific number and location of the latrines to be pumped will be determined by FWP. Contractor must bill FWP by the end of the month during service.

D. Response time for the pumping must be with five (5) days after notification.

E. All trash and solids will be removed from each vault and this liquid will be pumped so that a maximum of 6" of liquid remains in each vault. The interior of the vault shell shall be back flushed and repumped. A chemical charge will be placed in each vault after pumping and rinsing. Interior of the latrine, floors seats, etc, will be scrubbed with a disinfectant.

F. All latrines will be left in a clean and sanitary condition.

G. Some locations may require service several times during the term of this contract. Visitor usage will determine the actual number of visits needed to be made by the contractor. NO GUARANTEE AS TO NUMBER OF VISITS OR TOTAL CONTRACT AMOUNT WILL BE PROVIDED.

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

III. CONDITIONS OF AWARD

A. Award will be made to one (1) contractor whose low bid meets all terms, conditions, requirements and specifications of Invitation For Bid FWP #050154.

IV. QUOTE SECTION

Provide labor, equipment and materials to pump sealed vault and pit latrines on "as need" basis at the following Region 3 FAS and Parks:

A. Big Hole River/Melrose/Dillon Area – Unit #1

1. Bannack State Park (three singles 500, two singles 825, three doubles, four septic tanks)

$ _____ Double Vault (3)

$_____ Single Vault 500 (3)

$ _____ Single Vault 825 (2)

$ _____ 1,000 Gallon Septic Tank (3)

$ _____ 1,500 Gallon Septic Tank (1)

2. Blacktail Meadow (one single)

$ _____ For each single vault/trip

3. Browne's Bridge FAS (one single)

$ _____ For each single vault/trip

4. Dewey FAS (one single)

$ _____ For each single vault/trip

5. Fishtrap Creek FAS (two singles)

$ _____ For each single vault/trip

6. Glen FAS (one single)

$ _____ For each single vault/trip

7. Henneberry FAS (one single)

$ _____ For each single vault/trip

8. Maidenrock FAS (three singles)

$ _____ For each single vault/trip

9. Notch Bottom FAS (one single)

$ _____ For each single vault/trip

10. Pennington Bridge FAS (one single)

$ _____ For each single vault/trip

11. Pipe Organ Bridge (one single)

$ _____ For each single vault/trip

12. Poindexter Slough FAS (one single)

$ _____ For each single vault/trip

13. Salmon Fly FAS (one single)

$ _____ For each single vault/trip

Lower Madison River/Bozeman/Jefferson River A

1. Axtell Bridge FAS (one single)

$ _____ For each single vault/trip

2. Black's Ford FAS (two singles)

$ _____ For each single vault/trip

3. Cameron Bridge FAS (one single)

$ _____ For each single latrine vault/trip

4. Cardwell FAS (one single)

$ _____ For each single vault/trip

5. Cherry River FAS (one single)

$ _____ For each single vault/trip

6. Cobblestone FAS (one single)

$ _____ For each single vault/trip

7. Drouillard FAS (one single)

$ _____ For each single vault/trip

8. Greycliff FAS (three singles)

$ _____ For each single vault/trip

9. Harrison Lake FAS (four singles)

$ _____ For each single vault/trip

10. Kountz Bridge (single vault)

$ _____ For each single vault/trip

11. Lewis and Clark Caverns State Park

$ _____ 2,400 gallon latrine vault (one – upper picnic)

$ _____ 1,500 gallon latrine vault (one – lower picnic)

$ _____ 3,000 gallon septic tank (one – lower campground)

$ _____ 1,500 gallon septic tank (one – manger's residence)

$ _____ 5,400 gallon septic tank (one – headquarters/visitor center)

$ _____ 800 gallon septic tank (one – A-Frame)

$ _____ 825 gallon vault

12. Madison Buffalo Jump State Park (one single)

$ _____ For each single vault/trip

13. Milwaukee FAS (one single)

$ _____ For each single vault/trip

14. Missouri River Headwaters State Park (five doubles, two single, three 1,000 gallon tanks and one septic tank)

$ _____ For each double latrine vault/trip

$ _____ For each single vault/trip

$ _____ For each 1,000 gallon septic tank/trip

$ _____ For each 750 gallon septic tank/trip

15. Piedmont Pond (one single)

$ _____ For each single vault/trip

16. Silver Star FAS (one single)

$ _____ For each single vault/trip

17. Williams Bridge FAS (one single)

$ _____ For each single vault/trip

C. Upper Madison River/Ennis Area – Unit 3

1. Alder Bridge FAS (one porta pottie)

$ _____ For each porta pottie

2. Burnt Tree Hole FAS (one single)

$ _____ For each single vault/trip

3. Coy Brown FAS (one porta pottie)

$ _____ For each porta pottie

4. Eight Mile Ford FAS (one single)

$ _____ For each single vault/trip

5. Ennis FAS (three singles)

$ _____ For each single vault/trip

6. Lyons Bridge FAS (one single)

$ _____ For each single vault/trip

7. McAttee Bridge FAS (one single)

$ _____ For each single vault/trip

8. Meadow Lake FAS (one single)

$ _____ For each single vault/trip

9. Raynold's Pass FAS (one single)

$ _____ For each single vault/trip

10. Ruby Dam FAS (one single)

$ _____ For each single vault/trip

11. Silver Springs Bridge FAS (one porta pottie)

$ _____ For each porta pottie

12. Three Dollar Bridge FAS (one single)

$ _____ For each single vault/trip

13. Valley Garden FAS (two singles)

$ _____ For each single vault/trip

14. Varney Bridge FAS (one single)

$ _____ For each single vault/trip

15. Vigilante FAS (one single)

$ _____ For each single vault/trip

D. Yellowstone River/Livingston Area – Unit 4

1. Carter's Bridge FAS (one single)

$ _____ For each single vault/trip

2. Dailey Lake FAS (five singles)

$ _____ For each single vault/trip

3. Emigrant FAS (one single)

$ _____ For each single vault/trip

4. Grey Owl FAS (one single)

$ _____ For each single vault/trip

5. Loch Leven FAS (two singles)

$ _____ For each single vault/trip

6. Mallard's Rest FAS (two singles)

$ _____ For each single vault/trip

7. Paradise FAS (one single)

$ _____ For each single vault/trip

8. Pine Creek FAS (one single)

$ _____ For each single vault/trip

9. Sheep Mountain FAS (one single)

$ _____ For each single vault/trip

10. Springdale Bridge FAS (one single)

$ _____ For each single vault/trip

NOTE TO VENDORS:

A) Failure to display Invitation For Bid FWP #050154 on your sealed bid envelope may result in bid disqualification.

HAVE YOU REMEMBERED TO:

* Bid F.O.B. Destination (Ship To: Address) Freight Prepaid
* Mark envelope or box with bid number and opening date in upper left hand corner
* 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