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

| IFB Number: | IFB Title: |
|---|---|
| 155098FIRE | State of Montana Call When Needed (CWN) Single Engine Air Tanker Price Agreement |

| IFB Due Date and Time: | Number of Pages: 1 - 53 |
|---|---|
| April 30, 2015<br>2:00 p.m., Local Time | |

| ISSUING AGENCY INFORMATION | |
|---|---|
| **Procurement Officer:**<br>JOHN MONZIE | **Issue Date:**<br>March 30, 2015 |
| Department of Natural Resources<br>& Conservation<br>Fire & Aviation Management Bureau<br>2705 Spurgin Road<br>MISSOULA MT 59804 | Phone: (406) 542-4350<br>Fax: (406) 542-4242<br>Email: jmonzie@mt.gov<br><br>Website: http://Vendor.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:**<br><br>IFB Number: 155098FIRE<br>IFB Due Date: April 30, 2015 |

| BIDDERS MUST COMPLETE THE FOLLOWING | |
|---|---|
| **Payment Terms:** Net 30 days | |
| **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:** | |

**IMPORTANT: SEE STANDARD TERMS AND CONDITIONS**

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## SCHEDULE OF EVENTS

| EVENT | DATE |
|---|---|
| • IFB Issue Date | March 30, 2015 |
| • Deadline for Receipt of Written Questions | April 9, 2015 |
| • Deadline for Posting Written Responses to the State's Website | April 16, 2015 |
| • IFB Response Due Date | April 30, 2015 |
| • Intended Date for Award | May 15, 2015* |

*The dates above identified by an asterisk are included for planning purposes. These dates are subject to change.

# SECTION 1: GENERAL REQUIREMENTS

## 1.0 INTRODUCTION

The STATE OF MONTANA, The Department of Natural Resources and Conservation (DNRC) (hereinafter referred to as "the State") is soliciting bids for Call-When-Needed (CWN) Single Engine Air Tanker (SEAT) Service Agreement. A Call When Needed SEAT is to be provided for the State of Montana in support of severity and fire suppression. 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.

## 1.1 AGREEMENT TERM

The agreement term begins upon contract execution, through May 31, 2016 unless superseded or terminated earlier in accordance with the terms of this contract. (*Section 18-4-313, MCA*)**.**

## 1.2 START WORK

The Vendor shall provide availability status (phone call or Vendor self-status if available at the dispatch center) to the designated dispatch office within 5 days after award of the agreement.

## 1.3 INSTRUCTIONS TO BIDDERS

**1.3.1 Procurement Officer Contact Information.** Contact information for the procurement officer is as follows:

Procurement Officer: John Monzie
Address: 2705 Spurgin Road
Missoula MT 59804
Telephone Number: 406-542-4350
Fax Number: 406-542-4242
E-mail Address: DNRCFireContracting@mt.gov

**1.3.2 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.

**1.3.3 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.

**1.3.4 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. Addendum will be posted on the State's website with the IFB at http://svc.mt.gov/gsd/OneStop/SolicitationDefault.aspx. Any other form of interpretation, correction, or change to this IFB will not be binding upon the State. **Bidders shall sign and return with their IFB response an Acknowledgment of Addendum for any addendum issued.**

**1.3.5 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.

**1.3.6 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 agreement.

**1.3.7 IFB Attachments.**

ATTACHMENTS

A. Aviation Price Agreement Submittal
B. Sample Aviation Price Agreement
C. State of Montana Standard Terms and Conditions
D. Harassment Free Workplace Policy
E. Standard Vendor Performance Report
F. Taxpayer Identification Request (W-9)
G. Understands and Will Comply Form
H. Payment Procedures

## 1.4 REQUIRED REVIEW

**1.4.1 Review IFB.** Bidders shall carefully review the entire IFB. Bidders shall promptly notify the Procurement Officer identified above via e-mail or in writing of any ambiguity, inconsistency, unduly restrictive specifications, or error which they discover. In this notice, the bidder shall include any terms or requirements within the IFB that preclude the bidder from responding or add unnecessary cost. Bidders shall provide an explanation with suggested modifications. The notice must be received by the deadline for receipt of inquiries set forth below. The State will determine any changes to the IFB.

**1.4.2 Form of Questions.** Bidders having questions or requiring clarification or interpretation of any section within this IFB must address these issues via e-mail or in writing to the Procurement Officer listed above on or before **April 9, 2015,** no later than ***2:00 p.m., Mountain Time***. Clear reference to the section, page, and item in question must be included in the form. Questions received after the deadline may not be considered.

**1.4.3 State's Response.** The State will provide a written response no later than **April 16, 2015** to all questions received by **April 9, 2015.** The State's response will be by written addendum and will be posted on the State's website with the IFB at http://svc.mt.gov/gsd/OneStop/SolicitationDefault.aspx by the close of business on the date listed. Any other form of interpretation, correction, or change to this IFB will not be binding upon the State. **Bidders shall sign and return with their IFB response an Acknowledgment of Addendum for any addendum issued.**

## 1.5 BID SUBMISSION

**1.5.1 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. ***Bids must be received at the receptionist's desk of the MISSOULA Department of Natural Resources and Conservation MAIN BUILDING prior to 2:00 p.m. local time, April 30, 2015.*** 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.

*See* page 20 for required paperwork that must be included with this IFB.

**1.5.2 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.

**1.5.3 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 bid has been established without collusion and without effort to preclude the State of Montana from obtaining the best possible supply or service.

**1.5.4 Tax Identification Number (TIN) / Social Security Number (SSN).** All Vendors must furnish a tax identification number in the space provided on the bid submittal and return the *Taxpayer Identification Request* (see *ATTACHMENT G – W-9*). All State agencies require a tax identification number in order to process payments.

## 1.6 CHANGE OR WITHDRAWAL OF BIDS

**1.6.1 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 1.3.1 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).

**1.6.2 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*. Bids will be evaluated for price reasonableness. You may be contacted for re-submittal for items deemed unreasonable. This will be determined by the State. The bidder shall submit verification of the correct bid to the State prior to the final award by the State.

## 1.7 BID AWARDS

**1.7.1 Basis for Award.** The State intends to award multiple agreements; however, awards will only be made to those bidders offering a reasonable price and resources that are technically acceptable. Reasonable price technically acceptable will be the basis for award. Proposed pricing for ALL line items will be evaluated for reasonableness. The end result of this IFB will be a statewide resource list of prequalified Vendors by location and price for which they have agreed to furnish SEATs.

**1.7.2 Rejection of Bids.** While the State has every intention to award an agreement 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 an agreement. Upon a determination such actions would be in its best interest, the State, in its sole discretion, reserves the right to:

- Eliminate any bids which seem excessive compared to the average of prices submitted in any given geographic area.
- 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 agreement if the State determines adequate state funds are not available (*18-4-313, MCA*).

## 1.8 CLAIMS

Claims settlement is agency specific and remains the responsibility of the incident agency.

**1.8.1 State of Montana Claims.** Claims arising under the jurisdiction of the State of Montana are negotiated by the responsible Line Officer or Agency Administrator. These individuals may delegate this authority to other DNRC employees or to the Incident Management Team. When possible, claims should be settled at the incident. For comprehensive information on handling claims against MT DNRC, see the *DNRC 300 Incident Business Management Manual* located at http://www.dnrc.mt.gov/Forestry/Fire/Manuals/manuals.asp, or contact the Business Management Bureau, Forestry Division, Department of Natural Resources and Conservation, 2705 Spurgin Road, Missoula, Montana 59804; office phone: (406) 542-4300.

## 1.9 VENDOR LIABILITY FOR PERSONAL INJURY AND/OR PROPERTY DAMAGE

**1.9.1 Vendor Liability for Personal Injury and/or Property Damage.**

a. The Vendor assumes responsibility for all damage or injury to persons or property occasioned through the use, maintenance, and operation of the Vendor's vehicles or other equipment by, or the action of, the Vendor or the Vendor's employees and agents.
b. The Vendor, at the Vendor's expense, shall maintain adequate public liability and property damage insurance during the continuance of this agreement, insuring the Vendor against all claims for injury or damage.
c. The Vendor shall maintain Workers' Compensation and other legally required insurance with respect to the Vendor's own employees and agents.
d. The State shall in no event be liable or responsible for damage or injury to any person or property occasioned through the use, maintenance, or operation of any vehicle or other equipment by, or the action of, the Vendor or the Vendor's employees and agents in performing under this agreement, and the State shall be indemnified and saved harmless against claims for damage or injury in such cases.

## 1.10 LOSS, DAMAGE, OR DESTRUCTION

**1.10.1 Loss, Damage, or Destruction.**

a. For equipment furnished under this agreement, the State shall not be liable for any loss, damage or destruction of such equipment, except for loss, damage, or destruction resulting from the negligence, or wrongful act(s) of government employee(s) while acting within the scope of their employment. The Vendor is responsible for operating the equipment within its operating limits and is responsible for safety of the equipment.

# SECTION 2: DISPATCH/DELIVERY REQUIREMENTS

## 2.0 DISPATCH/DELIVERY/OPERATIONAL REQUIREMENTS

All equipment awarded under this IFB shall be dispatched through a Northern Rockies Dispatch Center. The Vendor will be listed on an established statewide resource list. When Vendor's resources are listed as unavailable, the resources will not be eligible for dispatch under this agreement. Vendors are responsible to notify the State when their aircraft are available and where they are located in order to be listed on the statewide resource list.

Since the needs of the State and availability of Vendor's resources during an emergency cannot be determined in advance, it is mutually agreed that, upon request of the State, the Vendor shall furnish the resources listed herein to the extent the Vendor is willing and able at the time of order. The State is not obligated to place nor is the Vendor obligated to accept an order under the agreement, but if an order is placed and accepted, all the terms and conditions set forth shall be met. Due to the sporadic occurrence of Incident activity, the placement of any orders IS NOT GUARANTEED. The State reserves the right to establish a dispatch priority list should the need arise.

## 2.1 AVAILABILITY

The Vendor is responsible for maintaining their current status by informing their host dispatch center of their availability. When Vendor resources are listed as unavailable, the resources will not be eligible for dispatch under this agreement.

## 2.2 RELIABILITY and OPERATIONS

The Vendor shall provide dependable equipment that meets all applicable state and federal laws relating to motor vehicles and equipment. The State reserves the right to conduct inspections at any time (see Item 2.5 Inspections). It is the intent of this agreement that the Vendor operate within FAA civil authorities and not as a Public Use Aircraft. The Vendor shall remain the operator of the aircraft at all times.

(a) General

The Vendor shall operate in accordance with *14 Code of Federal Regulations (CFR), Part 91* (General Operating and Flight Rules), and each certification required by this contract unless otherwise authorized by the Procurement Officer.

(b) Pilot Authority and Responsibilities

(1) The PIC is responsible for the safe operation of the aircraft and the safety of its occupants and payload. The Pilot has final authority to determine whether the flight can be accomplished safely and shall refuse any flight or landing which is considered unsafe.

(2) Aircraft shall be operated within recommended flight envelope limitations. Aircraft operating in turbulent conditions shall not exceed authorized penetration speeds for the aircraft.

(c) Loading and Refueling

Fuel availability is the responsibility of the Vendor. The Vendor will provide a support vehicle and personnel for fueling and mobile mixing as shown on the dispatch. The following requirements and specifications shall apply:

(1) Vendors may propose procedures for hot loading of retardant into their aircraft with supporting information to include a risk based analysis for the State to consider. The Procurement Officer must approve this procedure prior to implementation.

(2) The Contractor shall comply with all applicable Federal, State and local laws regarding fuel trucks. Contractor's fuel vehicles must meet all requirements of 49 CFR applicable to the type of fuel being transported.

(3) Fuel/support vehicles shall be approved for interagency use and be currently carded with an interagency Data Card – Fuel Service Vehicle. Card must be carried in the truck.

(4) The Vendor shall verify the correct retardant mix with a Vendor- supplied refractometer. Results will be recorded prior to loading the aircraft with any Vendor mixed load.

## 2.3 CERTIFICATIONS AND APPROVALS

(1) Contractors shall be certificated to meet *14 CFR, Part 137* (Agricultural Aircraft Operations). Any aircraft operated shall be listed by make, model, series, and registration number on the Operators Certificates.

## 2.4 AIRCRAFT MAINTENANCE

(1) Maintenance of the aircraft shall be recorded in accordance with *14 CFR Part 43 and Part 91.*

(2) A State official will be notified upon maintenance completion and log book entry that aircraft is ready to return to service.

## 2.5 ORDERING/DISPATCH PROCEDURE

Following award, Bureau of Fire and Aviation Management will have an established statewide resource list. The State intends to dispatch Vendor resources based on this statewide resource list. This state resource list will identify location and price. State personnel may use this state list if and when an incident develops. Although price will be a major consideration, due to the exigency nature of fire suppression and severity activities, factors other than price (such as location, ability to meet timeframes, etc.) may be considered prior to placing an order.

Orders will primarily come through Dispatch, although other government personnel are authorized to place orders.

The State will generally consult the statewide resource list and choose the Vendor closest to the incident, taking Vendor equitability and mobilization costs into consideration. The ordering official will inform that Vendor of the location, quantity required, and date and time needed. The order will be placed with that Vendor until that Vendor cannot fill the order or meet the date and time needed. If that Vendor is unable to meet the requirements, the next closest Vendor may be contacted, etc. The next time the service is required, the same process will be followed, taking in to account location and ensuring equitability among the Vendors.

**NOTE: The State of Montana reserves the right to select Vendors who they (State Officials) consider to be in their best interest. This may include Vendors who did not participate in this solicitation.**

When receiving a dispatch call, the Vendor shall confirm their availability and ability to meet specified timeframes. If the Vendor cannot be reached or is not able to meet the date and time needed, the dispatcher may proceed with contacting the next closest Vendor. Vendors shall check in at the time agreed when dispatched; at the assignment or designated meeting place, as determined by the Aircraft Manager or state office

At the time of acceptance of the assignment, the following information will be given to the Vendor:

a. Resource Order Number
b. Incident Order Number and Name of the Incident
c. Date and Time to report to the Incident
d. Descriptive location of the designated site where the Vendor shall meet a State Representative. A map will be provided, if available.
e. Incident contact phone number for further information
f. Fire charge code/funding code

The Vendor is required to provide a copy of their resource order and agreement to the Aircraft Manager or state field office upon check-in. The Vendor shall carry a minimum of **TWO COPIES** of the complete agreement at all times.

Dispatch offices may use a FAX or email to provide a hard copy of the resource order to the Vendor.

**Vendor is REQUIRED to meet all date(s) and time(s) once an order has been accepted by the Vendor.**

## 2.6 WEAR AND TEAR

Equipment furnished under the agreement may be operated and subjected to extreme environmental and/or strenuous operating conditions which could include but are not limited to unimproved roads, steep, rocky, hilly terrain, dust, heat, and smoky conditions. **As a result, by entering into this agreement, the Vendor agrees that what is considered wear and tear under the agreement may be in excess of what the equipment is subjected to under normal operations and is reflected in the rates paid for the equipment.**

## 2.7 INSPECTIONS

Pre-season inspections **will not** be done. All resources furnished under this agreement shall be in acceptable condition as determined by the State. The State reserves the right to reject resources that are not in safe and operable condition. Documentation for the items described below shall be made available upon request:

**2.7.1 Aircraft.** Aircraft shall meet all the specifications, certifications, and requirements and be approved for operations utilizing the *National Interagency SEAT Contract*. The contractor must have current certifications and approvals indicating that all specifications and requirements for the aircraft are met.

**2.7.2 Pilots.** Pilots shall be carded by the USFS or Department of Interior OAS meeting all requirements specified in the *National Interagency SEAT Contract*.

a. Completed Pilot Qualifications and Approval Record Form and pilot records
b. Pilots shall be rated as Level 1 or Level 2 by the BLM, USFS or OAS.
c. FAA pilot certificates
d. Current FAA pilot medical certificate
e. Copy of a signed Pilot Operations Briefing Certificate

**2.7.3 Equipment.**

a. Aircraft maintenance records

### 2.7.4 Vehicle(s).

a. Annual *Department of Transportation (DOT)* inspection records
b. Proof of insurance
c. Certified fully loaded weight receipt and/or aftermarket certification
d. Proof of Workers Compensation or legal exemption

Due to the immediate needs dictated by fire suppression and severity, the normal procedures to document Vendor deviations may not be followed. If the Vendor services/equipment fails to meet or exceed requirements, the contracting agency may take whatever steps are necessary to obtain services/equipment which meets their needs. This may include but is not limited to rejecting the equipment and going to the next qualified Vendor. **The Vendor shall not have any claims or payments due for equipment rejected for not meeting the specifications/requirements contained herein.**

## 2.8 DEMOBILIZATION

The Procurement Officer will determine the priority of demobilization.

## 2.9 RELEASE

Once released from the incident, any new assignments shall come directly from the host dispatch center. Vendors shall not seek out re-assignment from any place other than the host dispatch center. **Resource orders are assigned for a specific fire incident. The Vendor's equipment cannot move to other incidents with the same resource order. A new unique resource order number will be assigned for each incident.**

## 2.10 PROPERTY

Accountable and durable property will not be loaned or exchanged at the incident. The Vendor shall arrive at the incident fully outfitted and prepared to perform under the terms of the agreement. If the resource upon arrival at the incident or during the course of the incident does not have the required equipment or personal protective equipment (if required for the position), it will be considered noncompliant. The Vendor may be given 24 hours or a timeframe designated by a State representative to bring the resource into compliance.

Vendor will be charged for consumable goods supplied by the State and used by the resource while under hire. The cost of all consumable goods, with the exception of those specifically listed below, shall be deducted from payment to the Vendor.

All water and fire retardant, including foam, will be provided by the State.

# SECTION 3: SPECIAL TERMS AND CONDITIONS

## 3.0 AGREEMENT TERMINATION/NON-COMPLIANCE

**3.0.1 Termination for Cause.** The State may, by written notice to the Vendor, terminate this agreement in whole or in part at any time the Vendor fails to perform under this agreement. See Item 2.5 INSPECTIONS. If the Vendor fails to meet specifications Vendor may be removed from the list.

**3.0.2 Workmanship.** All work under this agreement shall be performed in a safe manner to a professional standard. The goal of performance under this agreement is the suppression of wildland fire and other emergency incident responses. The Incident Commander may release from an incident assignment any Vendor employee deemed incompetent, careless, or otherwise objectionable including violation of *Harassment Free Workplace Policy (see ATTACHMENT D – Harassment Free Workplace Policy)*. It will be left to the discretion of the Incident Commander to demobilize an entire resource or to allow replacement of the noncompliant personnel. Documentation of the rationale for release will be provided to the Procurement Officer subsequent to the action. Accordingly, the Procurement Officer may require, in writing, the Vendor remove from use under this agreement, any employee found incompetent, careless, or otherwise objectionable including violation of Harassment Free Workplace Policy. The Procurement Officer may require other proof of mitigation. Misconduct may result in the suspension or cancellation of this agreement. If an employee or crew is terminated, quits, or otherwise is released from the incident for any reason, the Vendor is responsible for returning the employee(s) to the point of hire with a departure time from the Incident Command Post (ICP) no later than 12 hours or time specified by a State representative following such decision. The Vendor may, at their discretion, provide such transportation, or request the Incident Management Team (IMT) to arrange for the transportation with all transportation costs deducted from Vendor's payment. If the Vendor does not act in a timely manner (i.e., Vendor's employee(s) not departing from the ICP for return to point of hire within the specified time period), the IMT has authority to transport said employee or arrange for employee's transportation and to deduct all such transportation costs from Vendor's payment.

## 3.1 PERSONNEL REQUIREMENTS

**3.1.1 Personnel Requirements- Fair Labor Standards Act (FLSA).** Vendors shall comply with the *Fair Labor Standards Act* when employing persons less than 18 years of age (*Ref. 29 CFR 570)*. *(See FLSA)* website: http://www.dol.gov/whd/regs/statutes/FairLaborStandAct.pdf.

**3.1.2 English Speaking Requirement.** Communications between Vendor crew personnel and government incident personnel is mandatory for safe and effective performance. Vendor's representative shall be able to proficiently communicate in English, in the language of the crew, and read and communicate the *Incident Action Plan*, *Safety Alerts*, etc. All radio communication on State-assigned frequencies shall be in English.

**3.1.3 Incident Behavior.** It is extremely important that inappropriate behavior be recognized and dealt with promptly. Inappropriate behavior is all forms of harassment including sexual and racial harassment. HARASSMENT IN ANY FORM WILL NOT BE TOLERATED. Non-prescription unlawful drugs and alcohol are not permitted at the incident. Possession or use of these substances will result in the Vendor being released from the incident. During off-incident periods, personnel are responsible for proper conduct and maintenance of fitness for duty. Drug or alcohol abuse resulting in unfitness for duty will normally result in the Vendor being released from the incident.

Sexual harassment is defined as unwelcome sexual advances, request for sexual favors, and other verbal or physical conduct of a sexual nature constitute sexual harassment when: (1) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment, (2) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual, or (3) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment (*see ATTACHMENT D - Harassment Free Workplace Policy)*.

**3.1.4 First Aid/Emergency Evacuation/Accidents.** The Vendor is financially responsible for medical coverage of employee accidents and illness. The State will provide first aid to employees when needs arise due to work on the incident. In life threatening situations, first aid will be given and further medical aid will be charged back to the Vendor. If Vendor personnel are injured, the State, at the Vendor expense, may evacuate the injured person(s). If the Vendor personnel become ill or are injured and required transport to a medical facility/hospital, the costs shall be at the Vendor's expense.

Vendor shall provide their representative with an adequate supply of appropriate insurance forms, insurance ID card(s), and other necessary documents. Such documents shall accompany the injured person(s) when a medical need arises.

**3.1.5 Food and Drink.** Vendors are required to provide sufficient food and drink to support contract employees while in travel status and the first shift of the incident. This is not reimbursed by the State.

After that time, when State subsistence at incident camps are available, meals for Vendor's operator(s) will be furnished without charge. The State will furnish meals without cost if restaurant subsistence is the approved camp for incident personnel.

The State, during demobilization and/or reassignment, may provide sack lunches to the Vendor personnel without charging the Vendor.

## 3.2 SAFETY STANDARDS

**3.2.1 Vendor Requirements.** Each person employed by the Vendor under this agreement shall meet the following minimum requirements:

a. In order to protect life and health and to prevent damage, the contractor will use due diligence in preventing accidents and will comply with the applicable Federal and State laws.
b. The Contractor shall furnish (when requested) a copy of all reports required to be submitted to the *Federal aviation Administration (FAA)* by the *Federal Aviation Regulations (FAR)* that relate to pilot and maintenance personnel performance, aircraft airworthiness or operations.
c. The Contractor shall keep and maintain programs necessary to assure safety of ground and flight operations.
d. *Commercial Driver's License (CDL)* with the appropriate endorsements and medical card valid for the state in which the operator resides, (if combination weight of truck and trailer exceeds 26,001 lbs).
e. All operators shall be able to operate the equipment safely up to the manufacturer's limitations.

**3.2.2 Emergency Incident Driving.** The Vendor shall follow the driving regulations and work/rest guidelines listed in the *Interagency Incident Business Management Handbook (IIBMH)* (*FSH 5109.34*). The IIBMH can be found on the National Wildfire Coordinating Group's website using the following link: http://www.nwcg.gov/pms/pubs/large.html

The Vendor is responsible for complying with all other current Federal, State, and local driving regulations.

## 3.3 PERFORMANCE EVALUATIONS

Performance evaluations will be performed at the incident using the evaluation form *(see ATTACHMENT E – Standard Vendor Performance Report)* by the State representative supervising the work. This form is the only performance evaluation that will be accepted by the Procurement Officer. The State representative's signature shall be legible and printed on the form. If the supervising State representative is released from the incident prior to the release of the resource, the State representative will complete a performance evaluation prior to demobilization, for work the resource performed under their supervision. The State representative will review the performance evaluation with the Vendor, record Vendor comments, and obtain Vendor signature acknowledging completion of the evaluation. The State representative will then give a copy of the evaluation form(s) to the Vendor at the incident and submit a copy to the appropriate State representative (i.e. Finance/Plans) for distribution to the Contracting Office and the Host Unit incident file. Evaluations are to be sent to the following address:

Procurement Officer: John Monzie
Address: 2705 Spurgin Road
MISSOULA MT 59804

# SECTION 4: SPECIFICATIONS AND PRICING

## 4.0 Purpose

The purpose of this *Price Agreement* is to establish general terms and conditions for aviation equipment and services in connection with fire suppression activities by the Montana Department of Natural Resources & Conservation.

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.

Bid rates shall be listed as a "dry rate". Aircraft fuel costs are additional as described in Section 4.1.

## 4.1 Fully Operated

This agreement requires that the Vendor's operations be conducted within FAA civil authorities and not as a Public Use Aircraft. The Vendor shall remain the operator of the aircraft at all times.

Vendor, except as otherwise provided in this agreement, will furnish the aviation equipment and services in accordance with the specifications, terms and conditions of this agreement and at the applicable accepted bid schedule prices, the aircraft, pilots, other personnel, repairs, operating supplies (less a/c fuel), and service facilities necessary to the operations of the aircraft. Vendor must furnish the aircraft, pilots, other personnel, repairs, operating supplies (less a/c fuel), service facilities, equipment, services and personnel as described in the bid submittal at the price quoted for that period.

The Vendor is responsible to pay for all costs required for their operations under this solicitation. Charges incurred by the Vendor for aircraft fuel, landing fees, personnel per diem, and other approved incidentals are additional to the rates shown on the bid forms and shall be billed separately to the State. All charges will require signed, dated receipts for products or services billed. Personnel per diem shall be billed at the federal rate quoted for the area.

A minimum of one support person shall be required to support (fuel and load) the aircraft. One fuel truck and mobile mixing unit for retardant is a requirement of this contract and must be available to move to alternate base locations and set up mixing and loading operations. A maximum of two SEATs may be fueled and loaded with one support vehicle and mobile mixing unit. Additional aircraft shall require a second fuel/service vehicle with personnel.

## 4.2 REQUIRED INSURANCE

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

**4.2.2 Primary Insurance.** The Vendor's insurance coverage shall be a primary insurance with respect to the State, its officers, officials, employees, and volunteers and shall apply separately to each project or location. Any insurance or self-insurance maintained by the State, its officers, officials, employees or volunteers shall be excess of the Vendor's insurance and shall not contribute with it.

**4.2.3 Aircraft Liability Insurance.** The Vendor shall purchase and maintain occurrence coverage of $2,000,000.

**4.2.4 Specific Requirements for Commercial General Liability Insurance.** The Vendor shall purchase and maintain occurrence coverage with combined single limits for bodily injury, personal injury, and property damage of $1,000,000 per occurrence and $2,000,000 aggregate per year to cover such claims as may be caused by any act, omission, or negligence of the Vendor or its officers, agents, representatives, assigns, or subcontractors.

The State, its officers, officials, employees, and volunteers are to be covered and listed as additional insured for liability arising out of activities performed by or on behalf of the Vendor, including the insured's general supervision of the Vendor; products, premises owned, leased, occupied, or used.

**4.2.5 Specific Requirements for Environmental Liability Insurance.** The Vendor shall purchase and maintain coverage of $1,000,000.

**4.2.6 Specific Requirements for Automobile Liability Insurance.** The Vendor 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 the Vendor or its officers, agents, representatives, assigns, or subcontractors. The State, its officers, officials, employees, and volunteers are to be covered and listed as additional insured's for automobiles leased, hired, or borrowed by the Vendor.

**4.2.7 Deductibles and Self-Insured Retentions.** Any deductible or self-insured retention must be declared to and approved by DNRC. At the request of DNRC either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the State of Montana, its officers, officials, employees, or volunteers; or (2) at the expense of the Vendor, the Vendor shall procure a bond guaranteeing payment of losses and related investigations, claims administration, and defense expenses.

**4.2.8 Certificate of Insurance/Endorsements.** The Vendor shall obtain and retain in force for the duration of this agreement, the following forms of insurance written by an insurance company having a Best's rating of A- or better and be licensed and admitted in Montana. The Vendor will ensure that a certificate of insurance from an insurer with a Best's rating of no less than A- indicating compliance with the required coverage has been received by DNRC, 2705 Spurgin Road, Missoula, MT 59804. The Vendor must notify DNRC immediately, of any material change in insurance coverage, such as changes in limits, coverage, change in status of policy, etc. DNRC reserves the right to require complete copies of insurance policies at all times. All policies shall be endorsed to include the State of Montana, its departments, agents, officials, and employees as additional insured and shall protect the Vendor and the State of Montana from claims for damages for bodily injury, including accidental death, as well as for claims for property damages, which may fall within the scope of Vendors' obligations under this agreement. All policies shall contain waiver of subrogation coverage or endorsements. Failure of the DNRC to demand such certificate(s) or other evidence of full compliance with these insurance requirements or failure of the DNRC to identify a deficiency from evidence that is provided shall not be construed as a waiver of Vendor's obligation to maintain such insurance. Failure to maintain the required insurance may result in termination of this agreement.

**4.2.9 Compliance with the Workers' Compensation Act.** Vendor is required to comply with the provisions of the *Montana Workers' Compensation Act* while performing work for the State of Montana in accordance with sections *39-71-401, 39-71-405*, and *39-71-417, MCA*. Proof of compliance must be in the form of workers' compensation insurance, an independent Vendor's

exemption, or documentation of corporate officer status. Neither the Vendor nor its employees are employees of the State. This insurance/exemption must be valid for the entire term of the contract. A renewal document must be sent to the Department of Natural Resources and Conservation, 2705 Spurgin Road, Missoula, MT 59804, upon expiration.

**4.2.10 Subcontractor Insurance.** The Vendor shall require all subcontractors utilized in performance of this agreement to provide certificates of insurance to the DNRC evidencing insurance coverage with the required additional insured endorsements as set forth in the preceding paragraphs.

**4.2.11 No Warranty Regarding Insurance Limits.** By requiring insurance herein, the DNRC does not represent that coverage and limits will necessarily be adequate to protect Vendor and such coverage and limits shall not be deemed as a limitation on Vendor's liability under the indemnities granted to the State of Montana in this agreement.

## 4.3. LIABILITY FOR DAMAGE TO EQUIPMENT

**4.3.1.** Security of the aircraft and Vendor-owned equipment shall be the responsibility of the Vendor regardless of whether the aircraft is operating from a remote alternate base point or the designated base point.

**4.3.2.** Any claim for damage, loss or destruction of any item of equipment accepted under this agreement that occurs while said item of equipment is being used on authorized work will be considered under applicable laws and regulations. Under no circumstances will a claim be approved for damage, loss or destruction of said equipment due to ordinary wear and tear or to which negligence on the part of the Vendor, his agent or employees contributed.

**4.3.3 Officials, Agents and Employees of the State Not Personally Liable.** In no event shall any official, officer, employee or agent of the State of Montana be in any way personally liable or responsible for any covenant or agreement herein contained whether expressed or implied, nor for any statement, representation or warranty made herein or in any connection with this agreement. This section shall not apply to any remedies in law or at equity against any person or entity that exist by reason of fraud, misrepresentation, or outside the terms of this agreement.

## 4.4 AIRCRAFT AND PERSONNEL CARDING

All aircraft and support vehicles shall be approved by the USFS or Department of Interior, OAS indicating they meet the standards and specifications of the current Federal SEAT Contract. Personnel will have a current interagency card issued by the USFS or Department of Interior, OAS. Pilots will be rated Level I or Level II by the BLM, USFS or OAS. Any aircraft, support vehicle or person not having such approval or card will not be authorized for use under this agreement. All aircraft, support vehicles and personnel must meet the specifications of the current Federal SEAT Contract while operating under this agreement. A copy of the current federal approval or card for all aircraft, support vehicles and personnel must be submitted with each Vendor's bid. Aircraft must be turbine engine powered and have a minimum capacity of 400 gallons of water/retardant.

## 4.5 ACCESS TO RECORDS

The Vendor agrees to provide the State of Montana, Legislative Auditor, or their authorized agent's access to any records necessary to determine contract compliance (*Section 18-1-118, MCA*).

## 4.6 NO GUARANTEE OF USE AND TIME UNDER HIRE

DNRC makes no guarantee of use during the term of this price agreement. DNRC personnel may utilize this price agreement at their discretion, and may opt to enter into other price agreements and/or use aircraft from other Vendors, whichever is deemed by DNRC personnel to be in the best interest of the

State of Montana. The time under hire shall start at the time the equipment begins traveling to an incident after being ordered by DNRC, and end at the estimated time of arrival back to the point of hire after being released from the incident by DNRC. DNRC may release the equipment and personnel described in this agreement from an incident at its discretion and/or based on resource needs. DNRC does not guarantee that it will utilize the equipment and personnel described in this agreement on an incident for a specific period of time.

## 4.7 Payments

Payment will be made at the rates shown in this *Price Agreement*. When a daily availability is charged the aircraft and support equipment along with all necessary personnel will be in a state of readiness for operations within a fifteen (15) minute notice (see *ATTACHMENT H - Payment Procedures*).

RATES: (This table is for example purposes only. Please only fill out and submit ATTACHMENT A)

| | Aircraft/Vehicle Make | Model | Registration or License # | Rental Cost per Hour (Aircraft) dry rate or Mileage/Daily (Fuel Servicing and/or Mixing Unit vehicle) | Daily Availability * |
|---|---|---|---|---|---|
| 1 | | | | | |
| 2 | | | | | |
| 3 | | | | | |
| 4 | | | | | |
| 5 | | | | | |

**The awarded Daily Availability Rate shall include all fixed and variable costs (depreciation, salaries, overhead, permanent shop facilities, etc.) incurred in providing continuous service exclusive of those costs directly attributed to actual flight.*

**4.7.1 WITHHOLDING OF PAYMENT.** DNRC may withhold payments to the Vendor if the Vendor has not performed in accordance with this agreement. Such withholding cannot be greater than the additional costs to the DNRC caused by the lack of performance.

## 4.8 COMPLIANCE WITH LAWS

The Vendor must, 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 the Vendor subjects subcontractors to the same provision. In accordance with *Section 49-3-207, MCA*, the Vendor 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.

## 4.9 REDUCTION OF FUNDING

DNRC must terminate this agreement if funds are not appropriated or otherwise made available to support the State's continuation of performance of this agreement in a subsequent fiscal period (see *Section 18-4-313(4), MCA*).

## 4.10 CHOICE OF LAW AND VENUE

This agreement is governed by the laws of Montana. The parties agree that any litigation concerning this bid, proposal or subsequent agreement 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 (see *Section 18-1-401, MCA*).

# IFB Checklist

**INFORMATIONAL UPDATE:**

- All Vendors should register at our State of Montana OneStop Vendor information website: http://Vendor.mt.gov Once you are registered on this site, you will be notified when solicitations are posted. Vendors will not receive any additional notification from DNRC. It is the Vendor's responsibility to research and stay informed of the process.
- Solicitations will be posted on the http://gsd.mt.gov website. This website can also be accessed through the OneStop Vendor information site listed above.
- All Vendor documents are posted on the http://svc.mt.gov/gsd/OneStop/GSDDocuments.aspx website. This website can also be accessed through the OneStop Vendor information site listed above.

**HAVE YOU REMEMBERED TO?**

- Check our website for the latest addendum to the IFB?
- Sign your bid on our cover sheet?
- Mark your mailing envelope or box with the IFB number and the due 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?

**The following items MUST be included with your bid.** Failure to include ANY of these items may result in a nonresponsive determination.

- Signed IFB Cover Sheet.
- Aviation Price Agreement Submittal (ATTACHMENT A).
- Sign each 'Acknowledgement of Addendum' if required.
- Provided Proof of:
  - Current federal certification for all aircraft, personnel, and support vehicles
  - Commercial General Liability Insurance;
  - Automobile Liability Insurance
  - Aircraft/Aerial Operations Insurance
  - Workers Compensation Insurance
- VIN# for each piece of applicable equipment.
- Taxpayer Identification Request (ATTACHMENT G – W-9)
- Understands and Will Comply (ATTACHMENT H).

ATTACHMENT A

# AVIATION PRICE AGREEMENT SUBMITTAL

| | Aircraft/Vehicle Make | Model | Registration or License # | Rental Cost per Hour (Aircraft) dry rate or Mileage/Daily(Fuel Servicing and/or Mixing Unit Vehicle) | Daily Availability* |
|---|---|---|---|---|---|
| 1 | | | | | |
| 2 | | | | | |
| 3 | | | | | |
| 4 | | | | | |
| 5 | | | | | |

******The awarded Daily Availability Rate shall include all fixed and variable costs (depreciation, salaries, overnight allowances, overhead, permanent shop facilities, etc.) incurred in providing continuous service exclusive of those costs directly attributed to actual flight. Flight rate shall include all fuel and associated materials required for flight.*

Date: _____ Company:_____

Phone: _____ Fax: _____

Mailing Address:_____

_____
City State Zip

Authorized Signature: _____

**ACCEPTED BY:**

MONTANA DEPARTMENT OF NATURAL RESOURCES & CONSERVATION

Date: _____

By: _____

Title:_____

**AGREEMENT NUMBER: 155098FIRE**

ATTACHMENT B

# SAMPLE
## AVIATION PRICE AGREEMENT

## SECTION 1: GENERAL REQUIREMENTS

## 1.0 INTRODUCTION
The STATE OF MONTANA, The Department of Natural Resources and Conservation (DNRC) (hereinafter referred to as "the State") is soliciting bids for Call-When-Needed (CWN) Single Engine Air Tanker (SEAT) Service Agreement. A Call When Needed SEAT is to be provided for the State of Montana in support of severity and fire suppression. A more complete description of the supplies and/or services sought is provided in *SECTION 4 – SPECIFICATIONS* and *PRICING SCHEDULE* of this IFB. Bids submitted in response to this solicitation must comply with the instructions and procedures contained herein.

## 1.1 AGREEMENT TERM
The agreement term is for (1) one year beginning May 1, 2015 and ending April 30, 2016 unless superseded or terminated earlier in accordance with the terms of this contract (*Section 18-4-313, MCA*)**.**

## 1.2 START WORK
The Vendor shall provide availability status (phone call or Vendor self-status if available at the dispatch center) to the designated dispatch office within 5 days after award of the agreement.

## 1.3 INSTRUCTIONS TO BIDDERS

**1.3.1 Procurement Officer Contact Information.** Contact information for the procurement officer is as follows:

Procurement Officer: John Monzie
Address: 2705 Spurgin Road
Missoula MT 59804
Telephone Number: 406-542-4350
Fax Number: 406-542-4242
E-mail Address: DNRCFireContracting@mt.gov

**1.3.2 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.

**1.3.3 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.

**1.3.4 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. Addendum will be posted on the State's website

with the IFB at http://svc.mt.gov/gsd/OneStop/SolicitationDefault.aspx. Any other form of interpretation, correction, or change to this IFB will not be binding upon the State. **Bidders shall sign and return with their IFB response an Acknowledgment of Addendum for any addendum issued.**

**1.3.5 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.

**1.3.6 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 agreement.

**1.3.7 IFB Attachments.**

ATTACHMENTS

A. Aviation Price Agreement Submittal
B. Sample Aviation Price Agreement
C. State of Montana Standard Terms and Conditions
D. Harassment Free Workplace Policy
E. Standard Vendor Performance Report
F. Payment Offices
G. Taxpayer Identification Request (W-9)
H. Understands and Will Comply Form
I. Payment Procedures

## 1.4 REQUIRED REVIEW

**1.4.1 Review IFB.** Bidders shall carefully review the entire IFB. Bidders shall promptly notify the Procurement Officer identified above via e-mail or in writing of any ambiguity, inconsistency, unduly restrictive specifications, or error which they discover. In this notice, the bidder shall include any terms or requirements within the IFB that preclude the bidder from responding or add unnecessary cost. Bidders shall provide an explanation with suggested modifications. The notice must be received by the deadline for receipt of inquiries set forth below. The State will determine any changes to the IFB.

**1.4.2 Form of Questions.** Bidders having questions or requiring clarification or interpretation of any section within this IFB must address these issues via e-mail or in writing to the procurement officer listed above on or before **April 9, 2015,** no later than ***2:00 p.m., Mountain Time***. Clear reference to the section, page, and item in question must be included in the form. Questions received after the deadline may not be considered.

**1.4.3 State's Response.** The State will provide a written response no later than **April 16, 2015** to all questions received by **April 9, 2015.** The State's response will be by written addendum and will be posted on the State's website with the IFB at http://svc.mt.gov/gsd/OneStop/SolicitationDefault.aspx by the close of business on the date listed. Any other form of interpretation, correction, or change to this IFB will not be binding upon the State. **Bidders shall sign and return with their IFB response an Acknowledgment of Addendum for any addendum issued.**

## 1.5 BID SUBMISSION

**1.5.1 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. **Bids must be received at the receptionist's desk of the MISSOULA Department of Natural Resources and Conservation MAIN BUILDING prior to 2:00 p.m. local time, April 30, 2015.** 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.

See page 21 for required paperwork that must be included with this IFB

**1.5.2 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.

**1.5.3 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 bid has been established without collusion and without effort to preclude the State of Montana from obtaining the best possible supply or service.

**1.5.4 Tax Identification Number (TIN) / Social Security Number (SSN).** All Vendors must furnish a tax identification number in the space provided on the bid submittal and return the Taxpayer Identification Request (ATTACHMENT G – W-9). All State agencies require a tax identification number in order to process payments.

## 1.6 CHANGE OR WITHDRAWAL OF BIDS

**1.6.1 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 1.3.1 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).

**1.6.2 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*. Bids will be evaluated for price reasonableness. You may be contacted for re-submittal for items deemed unreasonable. This will be determined by the State. The bidder shall submit verification of the correct bid to the State prior to the final award by the State.

## 1.7 BID AWARDS

**1.7.1 Basis for Award.** The State intends to award multiple agreements; however, awards will only be made to those bidders offering a reasonable price and resources that are technically acceptable. Reasonable price technically acceptable will be the basis for award. Proposed pricing for ALL line items will be evaluated for reasonableness. The end result of this IFB will be a statewide resource list of prequalified Vendors by location and price for which they have agreed to furnish SEATs.

**1.7.2 Rejection of Bids.** While the State has every intention to award an agreement 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 an agreement. Upon a determination such actions would be in its best interest, the State, in its sole discretion, reserves the right to:

- Eliminate any bids which seem excessive compared to the average of prices submitted in any given geographic area;
- 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 agreement if the State determines adequate state funds are not available (*18-4-313, MCA*).

## 1.8 CLAIMS

Claims settlement is agency specific and remains the responsibility of the incident agency.

**1.8.1 State of Montana Claims.** Claims arising under the jurisdiction of the State of Montana are negotiated by the responsible Line Officer or Agency Administrator. These individuals may delegate this authority to other DNRC employees or to the Incident Management Team. When possible, claims should be settled at the incident. For comprehensive information on handling claims against MT DNRC, see the *DNRC 300 Incident Business Management Manual* located at http://www.dnrc.mt.gov/Forestry/Fire/Manuals/manuals.asp, or contact the Business Management Bureau, Forestry Division, Department of Natural Resources and Conservation, 2705 Spurgin Road, Missoula, Montana 59804; office phone: (406) 542-4300.

## 1.9 VENDOR LIABILITY FOR PERSONAL INJURY AND/OR PROPERTY DAMAGE

### 1.9.1 Vendor Liability for Personal Injury and/or Property Damage

a. The Vendor assumes responsibility for all damage or injury to persons or property occasioned through the use, maintenance, and operation of the Vendor's vehicles or other equipment by, or the action of, the Vendor or the Vendor's employees and agents.
b. The Vendor, at the Vendor's expense, shall maintain adequate public liability and property damage insurance during the continuance of this agreement, insuring the Vendor against all claims for injury or damage.
c. The Vendor shall maintain Workers' Compensation and other legally required insurance with respect to the Vendor's own employees and agents.
d. The State shall in no event be liable or responsible for damage or injury to any person or property occasioned through the use, maintenance, or operation of any vehicle or other equipment by, or the action of, the Vendor or the Vendor's employees and agents in performing under this agreement, and the State shall be indemnified and saved harmless against claims for damage or injury in such cases.

## 1.10 LOSS, DAMAGE, OR DESTRUCTION

### 1.10.1 Loss, Damage, or Destruction.

b. For equipment furnished under this agreement, the State shall not be liable for any loss, damage or destruction of such equipment, except for loss, damage, or destruction resulting from the negligence, or wrongful act(s) of government employee(s) while acting within the scope of their employment. The Vendor is responsible for operating the equipment within its operating limits and is responsible for safety of the equipment.

# SECTION 2: DISPATCH/DELIVERY REQUIREMENTS

## 2.0 DISPATCH/DELIVERY/OPERATIONAL REQUIREMENTS

All equipment awarded under this IFB shall be dispatched through a Northern Rockies Dispatch Center. The Vendor will be listed on an established statewide resource list. When Vendor's resources are listed as unavailable, the resources will not be eligible for dispatch under this agreement. Vendors are responsible to notify the State when their aircraft are available and where they are located in order to be listed on the statewide resource list.

Since the needs of the State and availability of Vendor's resources during an emergency cannot be determined in advance, it is mutually agreed that, upon request of the State, the Vendor shall furnish the resources listed herein to the extent the Vendor is willing and able at the time of order. The State is not obligated to place nor is the Vendor obligated to accept an order under the agreement, but if an order is placed and accepted, all the terms and conditions set forth shall be met. Due to the sporadic occurrence of Incident activity, the placement of any orders IS NOT GUARANTEED. The State reserves the right to establish a dispatch priority list should the need arise.

## 2.1 AVAILABILITY

The Vendor is responsible for maintaining their current status by informing their host dispatch center of their availability. When Vendor resources are listed as unavailable, the resources will not be eligible for dispatch under this agreement.

## 2.2 RELIABILITY and OPERATIONS

The Vendor shall provide dependable equipment that meets all applicable State and Federal laws relating to motor vehicles and equipment. The State reserves the right to conduct inspections at any time (see Item 2.5 Inspections). It is the intent of this agreement that the Vendor operate within FAA civil authorities and not as a Public Use Aircraft. The Vendor shall remain the operator of the aircraft at all times.

(a) General

The Vendor shall operate in accordance with *14 Code of Federal Regulations (CFR*), *Part 91* (General Operating and Flight Rules), and each certification required by this contract unless otherwise authorized by the Procurement Officer.

(b) Pilot Authority and Responsibilities

(1) The PIC is responsible for the safe operation of the aircraft and the safety of its occupants and payload. The Pilot has final authority to determine whether the flight can be accomplished safely and shall refuse any flight or landing which is considered unsafe.

(2) Aircraft shall be operated within recommended flight envelope limitations. Aircraft operating in turbulent conditions shall not exceed authorized penetration speeds for the aircraft.

(c) Loading and Refueling

Fuel availability is the responsibility of the Vendor. The Vendor will provide a support vehicle and personnel for fueling and mobile mixing as shown on the dispatch. The following requirements and specifications shall apply:

(1) Vendors may propose procedures for hot loading of retardant into their aircraft with supporting information to include a risk based analysis for the State to consider. The Procurement Officer must approve this procedure prior to implementation.

(2) The Contractor shall comply with all applicable Federal, State and local laws regarding fuel trucks. Contractor's fuel vehicles must meet all requirements of 49 CFR applicable to the type of fuel being transported.

(3) Fuel/support vehicles shall be approved for interagency use and be currently carded with an interagency Data Card – Fuel Service Vehicle. Card must be carried in the truck.

(4) The Vendor shall verify the correct retardant mix with a Vendor- supplied refractometer. Results will be recorded prior to loading the aircraft with any Vendor mixed load.

## 2.3 CERTIFICATIONS AND APPROVALS

(1) Contractors shall be certificated to meet *14 CFR, Part 137* (Agricultural Aircraft Operations). Any aircraft operated shall be listed by make, model, series, and registration number on the Operators Certificates.

## 2.4 AIRCRAFT MAINTENANCE

(1) Maintenance of the aircraft shall be recorded in accordance with *14 CFR Part 43 and Part 91.*
(2) A State official will be notified upon maintenance completion and log book entry that aircraft is ready to return to service.

## 2.5 ORDERING/DISPATCH PROCEDURE

Following award, Bureau of Fire and Aviation Management will have an established statewide resource list. The State intends to dispatch Vendor resources based on this statewide resource list. This state resource list will identify location and price. State personnel may use this state list if and when an incident develops. Although price will be a major consideration, due to the exigency nature of fire suppression and severity activities, factors other than price (such as location, ability to meet timeframes, etc.) may be considered prior to placing an order.

Orders will primarily come through Dispatch, although other government personnel are authorized to place orders.

The State will generally consult the statewide resource list and choose the Vendor closest to the incident, taking Vendor equitability and mobilization costs into consideration. The ordering official will inform that Vendor of the location, quantity required, and date and time needed. The order will be placed with that Vendor until that Vendor cannot fill the order or meet the date and time needed. If that Vendor is unable to meet the requirements, the next closest Vendor may be contacted, etc. The next time the service is required, the same process will be followed, taking in to account location and ensuring equitability among the Vendors.

**NOTE: The State of Montana reserves the right to select Vendors who they (State Officials) consider to be in their best interest. This may include Vendors who did not participate in this solicitation.**

When receiving a dispatch call, the Vendor shall confirm their availability and ability to meet specified timeframes. If the Vendor cannot be reached or is not able to meet the date and time needed, the dispatcher may proceed with contacting the next closest Vendor. Vendors shall check in at the time agreed when dispatched; at the assignment or designated meeting place, as determined by the Aircraft Manager or state office

At the time of acceptance of the assignment, the following information will be given to the Vendor:

a. Resource Order Number
b. Incident Order Number and Name of the Incident
c. Date and Time to report to the Incident
d. Descriptive location of the designated site where the Vendor shall meet a State Representative. A map will be provided, if available.
e. Incident contact phone number for further information
f. Fire charge code/funding code

The Vendor is required to provide a copy of their resource order and Agreement to the Aircraft Manager or state field office upon check-in. The Vendor shall carry a minimum of **TWO COPIES** of the complete agreement at all times.

Dispatch offices may use a FAX or email to provide a hard copy of the resource order to the Vendor.

**Vendor is REQUIRED to meet all date(s) and time(s) once an order has been accepted by the Vendor.**

## 2.6 WEAR AND TEAR

Equipment furnished under the agreement may be operated and subjected to extreme environmental and/or strenuous operating conditions which could include but are not limited to unimproved roads, steep, rocky, hilly terrain, dust, heat, and smoky conditions. **As a result, by entering into this agreement, the Vendor agrees that what is considered wear and tear under the agreement may be in excess of what the equipment is subjected to under normal operations and is reflected in the rates paid for the equipment.**

## 2.7 INSPECTIONS

Pre-season inspections **will not** be done. All resources furnished under this agreement shall be in acceptable condition as determined by the State. The State reserves the right to reject resources that are not in safe and operable condition. Documentation for the items described below shall be made available upon request:

**2.7.1 Aircraft.** Aircraft shall meet all the specifications, certifications, and requirements and be approved for operations utilizing the National Interagency SEAT Contract. The contractor must have current certifications and approvals indicating that all specifications and requirements for the aircraft are met.

**2.7.2 Pilots.** Pilots shall be carded by the USFS or Department of Interior OAS meeting all requirements specified in the National Interagency SEAT Contract.

a. Completed Pilot Qualifications and Approval Record Form and pilot records
b. Pilots shall be rated as Level 1 or Level 2 by the BLM, USFS or OAS.
c. FAA pilot certificates
d. Current FAA pilot medical certificate
e. Copy of a signed Pilot Operations Briefing Certificate

**2.7.3 Equipment**

Aircraft maintenance records

### 2.7.4 Vehicle(s)

a. Annual Department of Transportation (DOT) inspection records
b. Proof of insurance
c. Certified fully loaded weight receipt and/or aftermarket certification
**d.** Proof of Workers Compensation or legal exemption

Due to the immediate needs dictated by fire suppression and severity, the normal procedures to document Vendor deviations may not be followed. If the Vendor services/equipment fails to meet or exceed requirements, the contracting agency may take whatever steps are necessary to obtain services/equipment which meets their needs. This may include but is not limited to rejecting the equipment and going to the next qualified Vendor. **The Vendor shall not have any claims or payments due for equipment rejected for not meeting the specifications/requirements contained herein.**

## 2.8 DEMOBILIZATION

The Procurement Officer will determine the priority of demobilization.

## 2.9 RELEASE

Once released from the incident, any new assignments shall come directly from the host dispatch center. Vendors shall not seek out re-assignment from any place other than the host dispatch center. **Resource orders are assigned for a specific fire incident. The Vendor's equipment cannot move to other incidents with the same resource order. A new unique resource order number will be assigned for each incident.**

## 2.10 PROPERTY

Accountable and durable property will not be loaned or exchanged at the incident. The Vendor shall arrive at the incident fully outfitted and prepared to perform under the terms of the agreement. If the resource upon arrival at the incident or during the course of the incident does not have the required equipment or personal protective equipment (if required for the position); it will be considered noncompliant. The Vendor may be given 24 hours or a timeframe designated by a State representative to bring the resource into compliance.

Vendor will be charged for consumable goods supplied by the State and used by the resource while under hire. The cost of all consumable goods, with the exception of those specifically listed below, shall be deducted from payment to the Vendor.

All water and fire retardant, including foam, will be provided by the State.

# SECTION 3: SPECIAL TERMS AND CONDITIONS

## 3.0 AGREEMENT TERMINATION/NON-COMPLIANCE

**3.0.1 Termination for Cause.** The State may, by written notice to the Vendor, terminate this agreement in whole or in part at any time the Vendor fails to perform under this agreement (see Item 2.5 – INSPECTIONS). If the Vendor fails to meet specifications Vendor may be removed from the list.

**3.0.2 Workmanship.** All work under this agreement shall be performed in a safe manner to a professional standard. The goal of performance under this agreement is the suppression of wildland fire and other emergency incident responses. The Incident Commander may release from an incident assignment any Vendor employee deemed incompetent, careless, or otherwise objectionable including violation of *Harassment Free Workplace Policy (*see *ATTACHMENT D – Harassment Free Workplace Policy*). It will be left to the discretion of the Incident Commander to demobilize an entire resource or to allow replacement of the noncompliant personnel. Documentation of the rationale for release will be provided to the Procurement Officer subsequent to the action. Accordingly, the Procurement Officer may require, in writing, the Vendor remove from use under this agreement, any employee found incompetent, careless, or otherwise objectionable including violation of Harassment Free Workplace Policy. The Procurement Officer may require other proof of mitigation. Misconduct may result in the suspension or cancellation of this agreement. If an employee or crew is terminated, quits, or otherwise is released from the incident for any reason, the Vendor is responsible for returning the employee(s) to the point of hire with a departure time from the Incident Command Post (ICP) no later than 12 hours or time specified by a State representative following such decision. The Vendor may, at their discretion, provide such transportation, or request the Incident Management Team (IMT) to arrange for the transportation with all transportation costs deducted from Vendor's payment. If the Vendor does not act in a timely manner (i.e., Vendor's employee(s) not departing from the ICP for return to point of hire within the specified time period), the IMT has authority to transport said employee or arrange for employee's transportation and to deduct all such transportation costs from Vendor's payment.

## 3.1 PERSONNEL REQUIREMENTS

**3.1.1 Personnel Requirements- Fair Labor Standards Act (FLSA).** Vendors shall comply with the *Fair Labor Standards Act* when employing persons less than 18 years of age (*Ref. 29 CFR 570*). *(See FLSA)* website: http://www.dol.gov/whd/regs/statutes/FairLaborStandAct.pdf.

**3.1.2 English Speaking Requirement.** Communications between Vendor crew personnel and Government incident personnel is mandatory for safe and effective performance. Vendor's representative shall be able to proficiently communicate in English, in the language of the crew, and read and communicate the *Incident Action Plan*, *Safety Alerts*, etc. All radio communication on State-assigned frequencies shall be in English.

**3.1.3 Incident Behavior.** It is extremely important that inappropriate behavior be recognized and dealt with promptly. Inappropriate behavior is all forms of harassment including sexual and racial harassment. HARASSMENT IN ANY FORM WILL NOT BE TOLERATED. Non-prescription unlawful drugs and alcohol are not permitted at the incident. Possession or use of these substances will result in the Vendor being released from the incident. During off-incident periods, personnel are responsible for proper conduct and maintenance of fitness for duty. Drug or alcohol abuse resulting in unfitness for duty will normally result in the Vendor being released from the incident.

Sexual harassment is defined as unwelcome sexual advances, request for sexual favors, and other verbal or physical conduct of a sexual nature constitute sexual harassment when: (1) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment, (2) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual, or (3) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment (see *ATTACHMENT D - Harassment Free Workplace Policy*).

**3.1.4 First Aid/Emergency Evacuation/Accidents.** The Vendor is financially responsible for medical coverage of employee accidents and illness. The State will provide first aid to employees when needs arise due to work on the incident. In life threatening situations, first aid will be given and further medical aid will be charged back to the Vendor. If Vendor personnel are injured, the State, at the Vendor expense, may evacuate the injured person(s). If the Vendor personnel become ill or are injured and required transport to a medical facility/hospital, the costs shall be at the Vendor's expense.

Vendor shall provide their representative with an adequate supply of appropriate insurance forms, insurance ID card(s), and other necessary documents. Such documents shall accompany the injured person(s) when a medical need arises.

**3.1.5 Food and Drink.** Vendors are required to provide sufficient food and drink to support contract employees while in travel status and the first shift of the incident. This is not reimbursed by the State.

After that time, when State subsistence at incident camps are available, meals for Vendor's operator(s) will be furnished without charge. The State will furnish meals without cost if restaurant subsistence is the approved camp for incident personnel.

The State, during demobilization and/or reassignment, may provide sack lunches to the Vendor personnel without charging the Vendor.

## 3.2 SAFETY STANDARDS

**3.2.1 Vendor Requirements.** Each person employed by the Vendor under this agreement shall meet the following minimum requirements:

a. In order to protect life and health and to prevent damage, the contractor will use due diligence in preventing accidents and will comply with the applicable Federal and State laws.
b. The Contractor shall furnish (when requested) a copy of all reports required to be submitted to the *Federal aviation Administration (FAA)* by the *Federal Aviation Regulations (FAR)* that relate to pilot and maintenance personnel performance, aircraft airworthiness, or operations.
c. The Contractor shall keep and maintain programs necessary to assure safety of ground and flight operations.
d. *Commercial Driver's License (CDL)* with the appropriate endorsements and medical card valid for the state in which the operator resides, (if combination weight of truck and trailer exceeds 26,001 lbs).
e. All operators shall be able to operate the equipment safely up to the manufacturer's limitations.

**3.2.2 Emergency Incident Driving.** The Vendor shall follow the driving regulations and work/rest guidelines listed in the *Interagency Incident Business Management Handbook (IIBMH)* (*FSH 5109.34*). The IIBMH can be found on the National Wildfire Coordinating Group's website using the following link: http://www.nwcg.gov/pms/pubs/large.html

The Vendor is responsible for complying with all other current Federal, State, and Local driving regulations.

## 3.3 PERFORMANCE EVALUATIONS

Performance evaluations will be performed at the incident using the Evaluation form *(*see *ATTACHMENT E – Vendor Performance Report)* by the State representative supervising the work. This form is the only performance evaluation that will be accepted by the Contracting Officer. The State representative's signature shall be legible and printed on the form. If the supervising State representative is released from the incident prior to the release of the resource, the State representative will complete a performance evaluation prior to demobilization, for work the resource performed under their supervision. The State representative will review the performance evaluation with the Vendor, record Vendor comments, and obtain Vendor signature acknowledging completion of the evaluation. The State representative will then give a copy of the evaluation form(s) to the Vendor at the incident and submit a copy to the appropriate State representative (i.e. Finance/Plans) for distribution to the Contracting Office and the Host Unit incident file. Evaluations are to be sent to the following address:

Procurement Officer: John Monzie
Address: 2705 Spurgin Road
MISSOULA MT 59804

# SECTION 4: SPECIFICATIONS AND PRICING

## 4.0 Purpose

The purpose of this *Price Agreement* is to establish general terms and conditions for aviation equipment and services in connection with fire suppression activities by the Montana Department of Natural Resources & Conservation.

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.

Bid rates shall be listed as a "dry rate". Aircraft fuel costs are additional as described in section 4.1.

## 4.1 Operated

This agreement requires that the Vendor's operations be conducted within FAA civil authorities and not as a Public Use Aircraft. The Vendor shall remain the operator of the aircraft at all times.

Vendor, except as otherwise provided in this agreement, will furnish the aviation equipment and services in accordance with the specifications, terms and conditions of this agreement and at the applicable accepted bid schedule prices, the aircraft, pilots, other personnel, repairs, operating supplies (less a/c fuel), and service facilities necessary to the operations of the aircraft. Vendor must furnish the aircraft, pilots, other personnel, repairs, operating supplies (less a/c fuel), service facilities, equipment, services and personnel as described in the bid submittal at the price quoted for that period.

The Vendor is responsible to pay for all costs required for their operations under this solicitation. Charges incurred by the Vendor for aircraft fuel, landing fees, personnel per diem and other approved incidentals are additional to the rates shown on the bid forms and shall be billed separately to the State. All charges will require signed, dated receipts for products or services billed. Personnel per diem shall be billed at the federal rate quoted for the area.

A minimum of one support person shall be required to support (fuel and load) the aircraft. One fuel truck and mobile mixing unit for retardant is a requirement of this contract and must be available to move to alternate base locations and set up mixing and loading operations. A maximum of two SEATs may be fueled and loaded with one support vehicle and mobile mixing unit. Additional aircraft shall require a second fuel/service vehicle with personnel.

## 4.2 REQUIRED INSURANCE

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

**4.2.2 Primary Insurance.** The Vendor's insurance coverage shall be primary insurance with respect to the State, its officers, officials, employees, and volunteers and shall apply separately to each project or location. Any insurance or self-insurance maintained by the State, its officers, officials, employees or volunteers shall be excess of the Vendor's insurance and shall not contribute with it.

**4.2.3 Aircraft Liability Insurance.** The Vendor shall purchase and maintain occurrence coverage of $2,000,000.

**4.2.4 Specific Requirements for Commercial General Liability Insurance.** The Vendor shall purchase and maintain occurrence coverage with combined single limits for bodily injury, personal injury, and property damage of $1,000,000 per occurrence and $2,000,000 aggregate per year to cover such claims as may be caused by any act, omission, or negligence of the Vendor or its officers, agents, representatives, assigns, or subcontractors.

The State, its officers, officials, employees, and volunteers are to be covered and listed as additional insured for liability arising out of activities performed by or on behalf of the Vendor, including the insured's general supervision of the Vendor; products, premises owned, leased, occupied, or used.

**4.2.5 Specific Requirements for Environmental Liability Insurance.** The Vendor shall purchase and maintain coverage of $1,000,000.

**4.2.6 Specific Requirements for Automobile Liability Insurance.** The Vendor 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 the Vendor or its officers, agents, representatives, assigns, or subcontractors. The State, its officers, officials, employees, and volunteers are to be covered and listed as additional insured's for automobiles leased, hired, or borrowed by the Vendor.

**4.2.7 Deductibles and Self-Insured Retentions.** Any deductible or self-insured retention must be declared to and approved by DNRC. At the request of DNRC either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the State of Montana, its officers, officials, employees, or volunteers; or (2) at the expense of the Vendor, the Vendor shall procure a bond guaranteeing payment of losses and related investigations, claims administration, and defense expenses.

**4.2.8 Certificate of Insurance/Endorsements.** The Vendor shall obtain and retain in force for the duration of this agreement, the following forms of insurance written by an insurance company having a Best's rating of A- or better and be licensed and admitted in Montana. The Vendor will ensure that a certificate of insurance from an insurer with a Best's rating of no less than A- indicating compliance with the required coverage has been received by DNRC, 2705 Spurgin Road, Missoula, MT 59804. The Vendor must notify DNRC immediately, of any material change in insurance coverage, such as changes in limits, coverage, change in status of policy, etc. DNRC reserves the right to require complete copies of insurance policies at all times. All policies shall be endorsed to include the State of Montana, its departments, agents, officials, and employees as additional insured and shall protect the Vendor and the State of Montana from claims for damages for bodily injury, including accidental death, as well as for claims for property damages, which may fall within the scope of Vendors' obligations under this agreement. All policies shall contain waiver of subrogation coverage or endorsements. Failure of the DNRC to demand such certificate(s) or other evidence of full compliance with these insurance requirements or failure of the DNRC to identify a deficiency from evidence that is provided shall not be construed as a waiver of Vendor's obligation to maintain such insurance. Failure to maintain the required insurance may result in termination of this agreement.

**4.2.9 Compliance with the Workers' Compensation Act.** Vendor is required to comply with the provisions of the *Montana Workers' Compensation Act* while performing work for the State of Montana in accordance with sections *39-71-401, 39-71-405*, and *39-71-417, MCA*. Proof of compliance must be in the form of workers' compensation insurance, an independent Vendor's

exemption, or documentation of corporate officer status. Neither the Vendor nor its employees are employees of the State. This insurance/exemption must be valid for the entire term of the contract. A renewal document must be sent to the Department of Natural Resources and Conservation, 2705 Spurgin Road, Missoula, MT 59804, upon expiration.

**4.2.10 Subcontractor Insurance.** The Vendor shall require all subcontractors utilized in performance of this agreement to provide certificates of insurance to the DNRC evidencing insurance coverage with the required additional insured endorsements as set forth in the preceding paragraphs.

**4.2.11 No Warranty Regarding Insurance Limits.** By requiring insurance herein, the DNRC does not represent that coverage and limits will necessarily be adequate to protect Vendor and such coverage and limits shall not be deemed as a limitation on Vendor's liability under the indemnities granted to the State of Montana in this agreement.

## 4.3. LIABILITY FOR DAMAGE TO EQUIPMENT

**4.3.1.** Security of the aircraft and Vendor-owned equipment shall be the responsibility of the Vendor regardless of whether the aircraft is operating from a remote alternate base point or the designated base point.

**4.3.2.** Any claim for damage, loss, or destruction of any item of equipment accepted under this agreement that occurs while said item of equipment is being used on authorized work will be considered under applicable laws and regulations. Under no circumstances will a claim be approved for damage, loss, or destruction of said equipment due to ordinary wear and tear or to which negligence on the part of the Vendor, his agent or employees contributed.

**4.3.3 Officials, Agents and Employees of the State Not Personally Liable.** In no event shall any official, officer, employee, or agent of the State of Montana be in any way personally liable or responsible for any covenant or agreement herein contained whether expressed or implied, nor for any statement, representation, or warranty made herein or in any connection with this agreement. This section shall not apply to any remedies in law or at equity against any person or entity that exist by reason of fraud, misrepresentation, or outside the terms of this agreement.

## 4.4 AIRCRAFT AND PERSONNEL CARDING

All aircraft and support vehicles shall be approved by the USFS or Department of Interior, OAS indicating they meet the standards and specifications of the current Federal SEAT Contract. Personnel will have a current interagency card issued by the USFS or Department of Interior, OAS. Pilots will be rated Level I or Level II by the BLM, USFS or OAS. Any aircraft, support vehicle or person not having such approval or card will not be authorized for use under this agreement. All aircraft, support vehicles and personnel must meet the specifications of the current Federal SEAT Contract while operating under this agreement. A copy of the current federal approval or card for all aircraft, support vehicles and personnel must be submitted with each Vendor's bid. Aircraft must be turbine engine powered and have a minimum capacity of 400 gallons of water/retardant.

## 4.5 ACCESS TO RECORDS

The Vendor agrees to provide the State of Montana, Legislative Auditor, or their authorized agent's access to any records necessary to determine contract compliance (*Section 18-1-118, MCA*).

## 4.6 NO GUARANTEE OF USE AND TIME UNDER HIRE

DNRC makes no guarantee of use during the term of this *Price Agreement*. DNRC personnel may utilize this price agreement at their discretion, and may opt to enter into other price agreements and/or use aircraft from other Vendors, whichever is deemed by DNRC personnel to be in the best interest of the

State of Montana. The time under hire shall start at the time the equipment begins traveling to an incident after being ordered by DNRC, and end at the estimated time of arrival back to the point of hire after being released from the incident by DNRC. DNRC may release the equipment and personnel described in this agreement from an incident at its discretion and/or based on resource needs. DNRC does not guarantee that it will utilize the equipment and personnel described in this agreement on an incident for a specific period of time.

## 4.7 Payments

Payment will be made at the rates shown in this Price Agreement. When a daily availability is charged the aircraft and support equipment along with all necessary personnel will be in a state of readiness for operations within a fifteen (15) minute notice (see *ATTACHMENT I- Payment Procedures*).

RATES: (This table is for example purposes only. Please only fill out and submit *ATTACHMENT A*)

| | Aircraft/Vehicle Make | Model | Registration or License # | Rental Cost per Hour (Aircraft) dry rate or Mileage/Daily (Fuel Servicing and/or Mixing Unit vehicle) | Daily Availability * |
|---|---|---|---|---|---|
| 1 | Air Tractor | 802F | N450AX | $XXX | $XX |
| 2 | Ford | F550 | M-SMOKE | $X.XX per mile | |
| 3 | Hendrix(mix trailer) | 10KM | M-Mixer | $X.XX per day | |
| 4 | | | | | |
| 5 | | | | | |

**The awarded Daily Availability Rate shall include all fixed and variable costs (depreciation, salaries, overhead, permanent shop facilities, etc.) incurred in providing continuous service exclusive of those costs directly attributed to actual flight.*

**4.7.1 WITHHOLDING OF PAYMENT**. DNRC may withhold payments to the Vendor if the Vendor has not performed in accordance with this agreement. Such withholding cannot be greater than the additional costs to the DNRC caused by the lack of performance.

## 4.8 COMPLIANCE WITH LAWS

The Vendor must, 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 the Vendor subjects subcontractors to the same provision. In accordance with *Section 49-3-207, MCA*, the Vendor 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.

## 4.9 REDUCTION OF FUNDING

DNRC must terminate this agreement if funds are not appropriated or otherwise made available to support the State's continuation of performance of this agreement in a subsequent fiscal period (see *Section 18-4-313(4), MCA*).

## 4.10 CHOICE OF LAW AND VENUE

This agreement is governed by the laws of Montana. The parties agree that any litigation concerning this bid, proposal, or subsequent agreement 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 (see *Section 18-1-401, MCA*).

# IFB Checklist

**INFORMATIONAL UPDATE:**

- All Vendors should register at our State of Montana OneStop Vendor information website: http://Vendor.mt.gov. Once you are registered on this site, you will be notified when solicitations are posted. Vendors will not receive any additional notification from DNRC. It is the Vendor's responsibility to research and stay informed of the process.
- Solicitations will be posted on the http://svc.mt.gov/gsd/OneStop/SolicitationDefault.aspx website. This website can also be accessed through the OneStop Vendor information site listed above.
- All Vendor documents are posted on the http://svc.mt.gov/gsd/OneStop/GSDDocuments.aspx website. This website can also be accessed through the OneStop Vendor information site listed above.

**HAVE YOU REMEMBERED TO?**

- Check our website for the latest addendum to the IFB?
- Sign your bid on our cover sheet?
- Mark your mailing envelope or box with the IFB number and IFB due 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?

**The following items MUST be included with your bid.** Failure to include ANY of these items may result in a nonresponsive determination. **Late submittals of the required information will not be accepted.**

- Signed IFB Cover Sheet.
- Aviation Price Agreement Submittal (Attachment A).
- Sign each 'Acknowledgement of Addendum' if required.
- Provided Current Proof of:
  - Current federal certification for all aircraft, personnel and support vehicles
  - General Liability Insurance
  - Automobile Liability Insurance
  - Aircraft/Aerial Operations Insurance
  - Workers Compensation Insurance.
- VIN# for each piece of applicable equipment.
- Taxpayer Identification Request (W-9) (Attachment G)
- Understands and Will Comply (Attachment H).

ATTACHMENT C

# State of Montana 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 Vendor 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 Vendor 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 Vendor 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 Vendor 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 Vendor subjects subcontractors to the same provision. In accordance with section 49-3-207, MCA, the Vendor 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 Vendor's expense.

**DEBARMENT:** The Vendor 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 Vendor 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 ONLY on an exception basis with prior approval of the procurement officer AND if they are completely received by the DNRC FSO Bureau prior to the time set for receipt. Bids or portions thereof, received after the due time will not be considered.

**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 Vendor 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 Vendor'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 Vendor 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 Vendors 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 non-construction 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:** Vendor 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 non-visual access standards.

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

ATTACHMENT D

## HARASSMENT FREE WORKPLACE POLICY

| | | |
|---|---|---|
| **State of Montana**<br>**Department of Natural Resources and Conservation**<br><br>**Sexual Harassment** | | |
| **Document Type: Policy** | **Issuing Authority: DNRC** | **First Issued: 9/5/95** |
| **Number: P-DNRC-HR-4** | **References: MOM 3-0620** | **Effective Date: 9/5/95** |
| **Approval Signature: /s/ Bud Clinch, Director** | | **Last Revised: 9/5/95** |

It is the policy of the Montana Department of Natural Resources and Conservation to prohibit sexual harassment of its employees and applicants for employment in the work place by any person and in any form.

Each supervisor has an affirmative duty to maintain the work place free from sexual harassment. This duty includes discussing this policy with all employees and assuring them that they are not required to endure or be subject to insulting, degrading or offensive sexual treatment.

Specifically, sexual harassment refers to behavior which is not welcome, personally offensive, weakens morale and therefore interferes with employees' effectiveness and work environment, and is generally defined as unwelcome sexual advances, requests for favors and other verbal, physical and/or visual contact of a sexual nature when:

- Submission is made either explicitly or implicitly a term or condition of an individual's employment.
- Submission or rejection by an employee is used as a basis for employment decisions affecting the employee.
- Such conduct has the purpose or affect of unreasonably interfering with an employee's work performance or creates an intimidating, hostile or otherwise offensive work environment.

**The following are examples of sexual harassment**:

- Sexual advances which are unwanted (this may include situations which began as reciprocal attractions but later ceased to be reciprocal).
- Leering or sexual gestures.
- Displaying sexually suggestive objects, pictures, cartoons or posters.
- Verbal abuse of a sexual nature, sexually-oriented jokes, innuendoes or obscenities.
- Sexually suggestive letters, notes or invitations.
- Reprisals or threats after a negative response to sexual advances.
- Employment benefits affected in exchange for sexual favors (may include situations where a third party is treated less favorably because others have agreed to sexual advances).
- Physical conduct such as assault, attempted rape, impeding or blocking movement or touching.
- Women in nontraditional work environments may also be subject to hazing (this may include being dared or asked to perform unsafe work practices).

No supervisor shall threaten or insinuate either explicit or implied action(s) that an employee's refusal to submit to sexual advances will adversely affect the employee's employment, evaluation, classification (grade), assigned duties, or any other condition of employment or career development.

It should be understood that sexual harassment is against the law and the State of Montana is committed to the prevention of all forms of sexual harassment in the work place. If you are not personally a victim of sexual harassment, but observe actions against other employees which you believe to be harassment, you should bring it to the attention of your supervisor or to the first level supervisor not involved in the alleged harassment or the DNRC EEO Officer. If you feel you are being sexually harassed, you may wish to pursue the following:

- Inform the individual that his/her behavior is unwelcome, offensive or inappropriate. Do not assume or hope that the problem will go away.

- If you are unable to confront the harasser, or the harassment continues, do not keep it to yourself.

- If you are considering reporting a complaint, you can:

1. Report a complaint utilizing the reporting procedures contained in the DNRC Sexual Harassment Policy/Affirmative Action Plan.

2. File a grievance under the grievance policy or through a grievance procedure available through collective bargaining agreements or statute.

3. File a complaint with the Human Rights Commission. Complaints with the Human Rights Commission will be accepted within 180 days of the action or an extended 120 days if you are using an internal complaint procedure.

It is the policy of the Department of Natural Resources and Conservation to take direct and immediate action when informed of alleged violations and enforce the full range of liability and protection created by Title VII and the Montana Human Rights Act.

Sexual Harassment Training is required for all DNRC employees. This training should take place for new employees as soon as available and prior to the completion of the six month probationary period.

The immediate supervisor will notify the new employee of this requirement during the new employee orientation. Current DNRC employees are required to attend a refresher training for Sexual Harassment at least once every two years.

**History: NEW: 9/5/95 (originally #3-0620).**

ATTACHMENT E

# Standard
# Vendor Performance Report

Highlighted blocks are required to be completed.

| | | | |
|---|---|---|---|
| **Evaluation Type: Interim _ Final _ (*check one)*** | | | |
| **Evaluating Organization** *(Fire Name)*: | **Reporting Period: From to** | | |
| **Contracting Office:** | **Contract Number:** | **Order Number** *(Resource Order/Incident #)*: | |
| **Vendor Name:** | **Vendor Address:** | | |
| **DUNS:** | **City:** | **State:** | |
| **Additional or Alternate Vendor Name:** | **Zip/Postal Code:** | **Country:** | |
| **TIN:** | **Industrial Code (NAICS):** | **Commodity Code:** | **Contract Type:** |
| **Contract Award Date:** | **Contract Expiration Date:** | **Contract Value:** | |
| **Requirement Description** *(Equipment Type)*: | | | |

## Ratings

**Summarize Vendor performance and check the number which corresponds to the rating for each rating category (*See attached Rating Guidelines).***

**Quality of Product or Service** *(How did the Vendor perform, document any noncompliance or performance issues)*

**_0=Unsatisfactory ___1=Poor ___2=Fair ___3=Good ___4=Excellent ___5=Outstanding**

**Government Comments for Quality of Product or Service (2000 characters maximum):**

**Timeliness of Performance** *(Did the Vendor arrive when expected, demob timely; and perform the work in a timely manner)*

**_0=Unsatisfactory _1=Poor_2=Fair _3=Good _4=Excellent _5=Outstanding**

**Government Comments for Timeliness of Performance (2000 characters maximum):**

**Business Relations** *(Did the Vendor perform in a business-like manner; complete administrative requirements timely)*

**_0=Unsatisfactory _1=Poor_2=Fair _3=Good _4=Excellent _5=Outstanding**

**Government Comments for Business Relations (2000 characters maximum):**

# Additional Info

## Vendor Key Personnel

**Vendor Manager/Principal Investigator (*Owner's Name):***
**Government Comment on Vendor Manager/Principal Investigator (2000 characters maximum):** *(If applicable, describe working relationship with government representatives for this assignment)*

**Vendor Key Person (*Equipment Operator's Name):***
**Government Comment on Vendor Key Person (2000 characters maximum):** *(Describe working relationship with government representatives for this assignment)*

## Customer Satisfaction

**Is/was the Vendor committed to customer satisfaction? ___ Yes ___ No (*Check one)***

**Would you recommend the selection of this firm again? ___ Yes ___ No (*Check one)***

**Government Comments on Customer Satisfaction (2000 characters maximum):** *If no to either of above, explain below)*

# Admin Info

**Project Officer/COTR** *(Individual completing the evaluation)*

**Name:** _____
**Phone:** _____
**Fax:**
**E-mail Address:** _____

**Vendor Representative**
**Name:**
**Phone:**
**Fax:**
**E-mail Address:**

**Alternate Vendor Representative**
**Name:**
**Phone:**
**Fax:**
**E-mail Address:**

**Contracting Officer:**
**Name:**
**Phone:**
**Fax:**

**E-Mail Address:**

# Rating Guidelines

## Quality of Product or Service

**0 = Unsatisfactory 1 = Poor 2 = Fair 3 = Good 4 = Excellent 5 = Outstanding**

| | |
|---|---|
| Unsatisfactory | Non-conformances are jeopardizing the achievement of contract requirements, despite use of Agency resources. Recovery is not likely. If performance cannot be substantially corrected, it constitutes a significant impediment in consideration for future awards containing similar requirements. |
| Poor | Overall compliance requires significant Agency resources to ensure achievement of contract requirements. |
| Fair | Overall compliance requires minor Agency resources to ensure achievement of contract requirements. |
| Good | There are no, or very minimal, quality problems, and the Vendor has met the contract requirements. |
| Excellent | There are no quality issues, and the Vendor has substantially exceeded the contract performance requirements without commensurate additional costs to the Government. |
| Outstanding | The Vendor has demonstrated an outstanding performance level that was significantly in excess of anticipated achievements and is commendable as an example for others, so that it justifies adding a point to the score. It is expected that this rating will be used in those rare circumstances where Vendor performance clearly exceeds the performance levels described as "Excellent". |

## Timeliness of Performance

**0 = Unsatisfactory 1 = Poor 2 = Fair 3 = Good 4 = Excellent 5 = Outstanding**

| | |
|---|---|
| Unsatisfactory | Delays are jeopardizing the achievement of contract requirements, despite use of Agency resources. Recovery is not likely. If performance cannot be substantially corrected, it constitutes a significant impediment in consideration for future awards. |
| Poor | Delays require significant Agency resources to ensure achievement of contract requirements. |
| Fair | Delays require minor Agency resources to ensure achievement of contract requirements. |
| Good | There are no, or minimal, delays that impact achievement of contract requirements. |
| Excellent | There are no delays and the Vendor has exceeded the agreed upon time schedule. |
| Outstanding | The Vendor has demonstrated an outstanding performance level that justifies adding a point to the score. It is expected that this rating will be used in those rare circumstances where Vendor performance clearly exceeds the performance levels described as "Excellent". |

## Business Relations

**0 = Unsatisfactory 1 = Poor 2 = Fair 3 = Good 4 = Excellent 5 = Outstanding**

| | |
|---|---|
| Unsatisfactory | Response to inquiries and/or technical, service, administrative issues is not effective. If not substantially mitigated or corrected it should constitute a significant impediment in considerations for future awards. |
| Poor | Response to inquiries and/or technical, service, administrative issues is marginally effective. |
| Fair | Response to inquiries and/or technical, service, administrative issues is somewhat effective. |
| Good | Response to inquiries and/or technical, service, administrative issues is consistently effective. |
| Excellent | Response to inquiries and/or technical, service, administrative issues exceeds Government expectation. |
| Outstanding | The Vendor has demonstrated an outstanding performance level that justifies adding a point to the score. It is expected that this rating will be used in those rare circumstances where Vendor performance clearly exceeds the performance levels described as "Excellent". |

ATTACHMENT F

# PAYMENT OFFICES

## State of Montana

## Department of Natural Resources and Conservation

**DNRC Forestry Division**
2705 Spurgin Rd.
Missoula MT 59804

**DNRC Southwestern Land Office**
1401 27th Ave
Missoula MT 59804

**DNRC Central Land Office**
8001 N Montana Ave
Helena MT 59602

**DNRC Northeastern Land Office**
PO Box 1021
Lewistown MT 59457

**DNRC Eastern Land Office**
PO Box 1794
Miles City MT 59301

**DNRC Southern Land Office**
Airport Industrial Park
1371 Rimtop Drive
Billings MT 59105-1978

**DNRC Northwestern Land Office**
655 Timberwolf Parkway STE 2
Kalispell MT 59901-1215

ATTACHMENT G

## Taxpayer Identification Request

In order for the State of Montana to comply with the Internal Revenue Service regulations, this letter is to request that you complete the enclosed Substitute Form W-9. Failure to provide this information may result in delayed payments or backup withholding. This request is being made at the direction of the Montana Department of Administration, State Accounting Division, in order that the State may update its Vendor file with the most current information.

Please return or FAX the Substitute Form W-9 even if you are exempt from backup withholding within (10) days of receipt. Please make sure that the form is complete and correct. **Failure to respond in a timely manner may subject you to a 28% withholding on each payment, or require the State to withhold payment of outstanding invoices until this information is received per Internal Revenue Code 3406(a).**

We are required to inform you that failure to provide the correct Taxpayer Identification Number (TIN) / Name combination may subject you to a $50 penalty assessed by the Internal Revenue Service under Section 6723 of the Internal Revenue Code.

Only the individual's name to which the Social Security Number was assigned should be entered on the first line.

The name of a partnership, corporation, club, or other entity, must be entered on the first line exactly as it was registered with the IRS when the Employer Identification Number was assigned.

DO NOT submit your name with a Tax Identification Number that was not assigned to your name. For example, a doctor MUST NOT submit his or her name with the Tax Identification Number of a clinic he or she is associated with.

Thank you for your cooperation in providing us with this information. Please return the completed form to:

DNRC Forestry Division
2705 Spurgin Rd
Missoula, MT 59804
406-542-4300

Substitute **W-9 2014**

**Conducting business with:**

**DO NOT send to IRS**

State of Montana
DNRC Forestry Division
2705 Spurgin Rd
Missoula MT 59804

## Taxpayer Identification Number (TIN) Verification

*Print or Type*
Please see attachment or reverse for complete instructions.

**Legal Name**
(as entered with IRS) If Sole Proprietorship, enter your Last, First, MI

**Trade Name**
If doing business as (DBA) or enter business name of Sole Proprietorship

**Primary Address** (for 1099 form)
PO Box or Number and Street, City, State, ZIP + 4

**Remit Address** (where payment should be mailed, if different from Primary Address) PO Box or Number and Street, City, State, ZIP + 4

**Entity Designation** (check only one type)

- ☐ Corporation
  - ☐ S-Corp ☐ C-Corp
  - Do you provide medical or legal services?
  - ☐ Yes ☐ No
- ☐ Individual
- ☐ Sole Proprietorship
- ☐ Partnership
  - ☐ General ☐ Limited
- ☐ LLC (for federal tax purposes taxed as)
  - ☐ Individual ☐ Partnership
  - ☐ Corporation
- ☐ Estate/Trust
- ☐ Organization Exempt from Tax (under Section 501 (a)(b)(c)(d)(e))
- ☐ Government Entity
- ☐ Other_____
- ☐ Incorporated

**Taxpayer Identification Number (TIN)** (Provide Only One) (If sole proprietorship provide FEIN, if applicable)

| Social Security Number | Federal Employer Identification No |
|---|---|
| | |

**Certification**

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number, AND
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding.
3. I am a U.S. person (including a US resident alien).

| Printed Name | Printed Title | Telephone Number |
|---|---|---|
| | | |

| Signature | Date |
|---|---|
| | |

**Optional Direct Deposit Information (used at agency discretion) (all fields required to receive electronic payments) (Must Include a Voided Check, No Direct Deposit Slips Accepted)**

| Your Bank Account Number | ☐ Checking ☐ Savings | Name on Bank Account | Bank Routing No. (ABA) |
|---|---|---|---|
| | | | |

THIS IS A:
☐ New Direct Deposit ☐ Change of Existing ☐ Additional Direct Deposit ☐ Email Change Only

Email Address (Please make this LEGIBLE)

If you provide bank information and an email address, we will send a message notifying you when an electronic payment is issued. We will **NOT** share your email address with anyone or use it for any other purpose than communicating information about your electronic payments to you. **If you have questions about completing this form, please call the Warrant Writer Unit at 406-444-3092.**

# Instructions for Completing Taxpayer Identification Number Verification (Substitute W-9)

**Legal Name** As entered with IRS

Individuals: Enter Last Name, First Name, MI
Sole Proprietorships: Enter Last Name, First Name, MI
LLC Single Owner: Enter owner's Last Name, First Name, MI
All Others: Enter Legal Name of Business

**Trade Name**

Individuals: Leave Blank
Sole Proprietorships: Enter Business Name
LLC Single Owner: Enter LLC Business Name
All Others: Complete only if doing business as a D/B/A

**Primary Address**

Address where 1099 should be mailed.

**Remit Address**

Address where payment should be mailed. Complete only if different from primary address.

**Entity Designation**

Check *ONE* box which describes the type of business entity.

Taxpayer Identification Number

*LIST ONLY ONE:* Social Security Number OR Employer Identification Number. ***See "What Name and Number to Give the Requester" at right***.

If you do not have a TIN, apply for one immediately. Individuals use federal form SS-05 which can be obtained from the Social Security Administration. Businesses and all other entities use federal form SS-04 which can be obtained from the Internal Revenue Service.

**Certification**

You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to furnish your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, or contributions you made to an IRA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not furnish a TIN to a payer. Certain penalties may also apply.

## What Name and Number to Give the Requester

| For this type of account: | Give name and SSN of: |
|---|---|
| 1. Individual | The individual |
| 2. Two or more individuals (joint account) | The actual owner of the account or, if combined funds, the first individual no the account [1] |
| 3. Custodian account of a minor (Uniform Gift to Minors Act) | The minor [2] |
| 4. a. The usual revocable savings trust (grantor is also trustee) | The grantor-trustee [1] |
| b. So-called trust account that is not a legal or valid trust under state law | The actual owner [1] |
| 5. Sole proprietorship or Single-Owner LLC | The owner [3] |
| **For this type of account:** | **Give name and EIN of:** |
| 6. Sole Proprietorship or Single-Owner LLC | The owner [3] |
| 7. A valid trust, estate, or pension trust | Legal entity [4] |
| 8. Corporate or LLC electing corporate status on Form | The corporation |

| | |
|---|---|
| 8832 | |
| 9. Association, club, religious, charitable, educational, or other tax-exempt organization | The organization |
| 10. Partnership or multi-member LLC | The partnership |
| 11. A broker or registered nominee | The broker or nominee |
| 12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district or prison) that receives agricultural program payments | The public entity |

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] **You must show your individual name**, but you may also enter your business or "DBA" name. You may use either your SSN or EIN (if you have one).

[4] List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

**NOTE:** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

## UNDERSTANDS AND WILL COMPLY

**Bidder must acknowledge that they have read, understand, and will comply with each section/subsection listed below by initialing the line to the left of each. If bidder cannot meet a particular requirement, provide a detailed explanation next to that requirement.**

_____ Section 1, General Requirements

_____ Section 2, Dispatch/Delivery Requirements

_____ Section 3, Special Terms and Conditions

_____ Section 4, Specifications and Pricing Schedule

_____ Section 4.7, Payments

_____ IFB Checklist

## H-1 PAYMENT PROCEDURES

(a) All flight time, daily availability and other authorized charges or deductions shall be recorded on a flight use invoice. At the end of each day data shall be reviewed by the State and the Vendor's Representative.

(b) Approved invoices will be packaged for payment on a semi-monthly basis for submission to the Procurement Officer. The Vendor and State should endeavor to audit the invoices in a timely manner in order to correct deficiencies prior to payment being made. Invoices accumulated during the first half of the month will be processed for payment about the 15th and those accumulated during the last half of the month will be processed about the 1st of the following month.

## H-2 FLIGHT TIME MEASUREMENT

(a) Flight time will begin when aircraft starts its take-off run on an ordered flight and ends when aircraft has taxied to parking, loading, refueling, or warm-up operations areas. No flight time will be paid for loading, refueling or warm up operations.

(b) If mechanical problems are encountered during flight and the mission cannot be continued, the aircraft is considered to be unavailable upon landing. Flight time will continue to be paid to the assigned base, or the contractor's maintenance facility, whichever is closest as determined by the Procurement Officer.

## H-3 PAYMENT FOR FLIGHT

(a) The State will pay for all flights ordered by the State and flown by the Vendor at the rates set forth in Attachment A. The State does not guarantee any flight time.

(b) Flight time will be paid for by the State and retardant will not be charged to the Contractor if a load is dropped to enhance aircraft performance in a bona fide emergency or to meet landing requirements which endanger the safety of the aircraft.

(c) No payment will be made for flights when the load of retardant is accidentally or carelessly dropped on non-target areas. In addition the cost to the State of the lost load of retardant will be charged to the contractor and deducted from payments due. All incidents of this nature will be have the final determination made by the Procurement Officer.

(d) If a dispatch is cancelled after the engine is operating, or if ordered for repositioning to or from the retardant loading area (i.e. changes in rotation, going on day off, returning from day off, or refueling out of pit area, or for any needed ramp maintenance) payment will be made at 1/10th of the flight rate and coded appropriately.

(e) Payment for flight time will be made only when flight is properly ordered by designated personnel. Proficiency flights will be approved by the Procurement Officer or their designee.

(f) Payment for flights for the benefit of the contractor such as functional check flights, ferrying to and from maintenance facilities, required flight following engine change, or transportation of contractor's support personnel will be discussed with the Procurement Officer prior to the flight.

## H-4 PAYMENT FOR AVAILABILITY

(a) Payment of availability will be made at the applicable daily rate in Attachment A and will be recorded on the flight invoice as appropriate.

(b) The State will pay daily availability as specified in the Attachment A minus any reductions due to unavailability. The maximum amount of availability to be earned per day is the daily availability offered amount.

(c) Daily Availability will be computed for the first 9-hours of scheduled duty.

(d) The awarded daily availability rate shall include all fixed and variable costs (depreciation, salaries, overnight allowances, overhead, permanent shop facilities, etc.) incurred in providing continuous service exclusive of those costs directly attributed to actual flight.

(e) Unavailability will be recorded in actual hours and minutes each day. This amount shall be subtracted from the first 9-hours of scheduled duty; availability will be paid for the remainder.

## H-5 PAYMENT FOR EXTENDED STANDBY

(a) During the period where the flight crew is required to be on standby beyond the first 9-hours required for availability, the Vendor will be paid at $45.00 per hour (rounded-up to the next full hour) for each authorized flight crew member, plus fuel truck driver/loader. In the event more than three aircraft are utilized, additional driver/loaders may apply. Ordered Standby will be recorded on the flight invoice in whole hours with the total availability day not to exceed 14 hours.

## H-6 PAYMENT FOR ADDITIONAL ITEMS

(a) The Vendor is responsible to initially pay for all costs required for their operations under this solicitation. Charges incurred by the Vendor for aircraft fuel, landing fees, personnel per diem and other approved incidentals are additional to the rates shown on the bid forms and shall be billed separately to the State.

(b) All charges will require signed, dated receipts for products or services billed.

(c) Personnel per diem shall be billed at the federal rate quoted for the area.

(d) Documents for additional items will be package along with flight invoices on a semi-monthly basis.