

SECTION 1: GENERAL REQUIREMENTS

1.0 INTRODUCTION

The STATE OF MONTANA, Department of Natural Resources and Conservation (DNRC) (hereinafter referred to as “the State”) is soliciting bids for **PORTABLE TOILET AND HANDWASH STATION** services to be provided in the Northern Rockies Geographic Area (Northern Idaho, Montana, and North Dakota) in support of fire suppression, severity, and all risk incidents. A more complete description of the supplies and/or services sought is provided in Section 4 Specification and Pricing of this IFB (Information for Bid). Bids submitted in response to this solicitation must comply with the instructions and procedures contained herein.

DNRC, Montana Disaster and Emergency Services (MDES), The Idaho Department of Lands (IDL), North Dakota Forest Service (NDFS), the USDA Forest Service (FS), the Bureau of Land Management (BLM), Bureau of Indian Affairs (BIA), US Fish and Wildlife Service (USFWS), and the National Park Service (NPS), are hereby authorized to use the agreement in accordance with the terms and conditions set forth herein.

Contractors may submit bids for either portable toilets, handwash stations, or both.

1.1 AGREEMENT TERM

The contract period shall be for one (1) base year beginning June 01, 2022, and ending May 31, 2023, with an option to renew for two (2) successive one (1) year terms for a potential total of three (3) years from the date of award if mutually agreed to by the Contractor and the Government.

Prices for the first annual period of the contract will be firm and unchanging. The government will annually, on June 1st, review the agreement and determine if there will be any price changes resulting in a modification of the awarded agreement.

1.2 START WORK

The Contractor shall provide availability status to the designated dispatch office within 10 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:

DNRC Fire Contracting
Address: 2705 Spurgin Road
Missoula MT 59804
Telephone Number: 406-542-4300
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 DNRC Fire Contracting in writing. The bidder making such request will be solely responsible for its timely receipt by DNRC Fire Contracting. 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.

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.

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| <p>Attachments:</p> <ul style="list-style-type: none">A. Bid Submittal FormB. Sample Emergency Equipment Rental Agreement (EERA)C. DNRC General Clauses to the EERAD. Standard Terms and ConditionsE. Safety StandardsF. Harassment Free Workplace / Sexual Harassment PolicyG. Drugs and AlcoholH. Contractor Performance ReportI. State Payment Offices / Agency Financial ContactsJ. Vehicle Heavy Equipment Safety Inspection Checklist <p>Additional Forms:</p> <ul style="list-style-type: none">• Taxpayer Identification Request (W-9)• State of MT, 204 Electronic Funds Transfer Sign Up |
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1.4 REQUIRED REVIEW

1.4.1 Review IFB. Bidders shall carefully review the entire IFB. Bidders shall promptly notify DNRC Fire Contracting 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 questions in writing utilizing the Q & A board within eMACS. Questions received after the deadline listed within eMACS may not be considered.

1.4.3 State Response. The State's response will be posted on the State's website with the IFB at <https://bids.scquest.com/apps/Router/PublicEvent?CustomerOrg=StateOfMontana> 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.

1.5 BID SUBMISSION

1.5.1 BID SUBMISSION – Bid submission is required through our eMACS system (If your business is not registered with the eMACS system you will not receive notifications. The State strongly suggests that you register your business). **Bids must be received prior to 3:00 pm, local time, April 14, 2022.**

For registration assistance:

General Assistance: 406-444-2575

Email: emacs@mt.gov

To register visit: vendorportal.mt.gov

Vendor Registration and Data Management Handbooks

Failure to include complete contact information may result in bid disqualification.

Bidders must submit one original bid (see *Attachment A - Bid Form*), proof of general liability (with the state listed as the certificate holder and as an additional insured) and worker's compensation insurance, VIN #'s for each piece of applicable equipment, and a Taxpayer Identification Request (W-9).

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 bids are submitted and complete by the designated time.

1.5.3 Tax Identification Number (TIN) / Social Security Number (SSN). All Contractors must furnish a tax identification number in the space provided on the bid submittal and return the W-9 form attached. All Government agencies require a tax identification number to process payments.

1.5.4 Dun & Bradstreet - Data Universal Numbering System (DUNS) Number. All Contractors must furnish a DUNS number in the space provided on the cover page and bid form. The Federal Government requires a DUNS number in order to process payments. **For information on obtaining a DUNS number call Dun & Bradstreet @ 1-888-814-1435. You can also access the Dun & Bradstreet website at <http://www.dnb.com/us/> to register on-line.**

1.5.5 System for Award Management (SAM). Unless exempted by an addendum to this solicitation, by submission of a bid, the Bidder acknowledges the requirement they shall be registered in the SAM database prior to bid submittal, during performance and through final payment of any agreement resulting from this solicitation. Bidders may obtain information on registration and annual confirmation requirements via the internet at <http://www.sam.gov>. Help and tutorials are available on the website.

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 DNRC Fire Contracting 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 DNRC Fire Contracting (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. The Bidder shall submit verification of the correct bid to the State prior to the final award by the State. Bids will be evaluated for price reasonableness. You may be contacted for re-submittal for items deemed unreasonable. This will be determined by the Government.

1.7 BID AWARDS

Contractors may submit bids for Portable Toilets, Handwash Stations, or both.

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. Proposed pricing for ALL line items will be evaluated for reasonableness. Vendors may be given an opportunity for re-submittal if their offer is determined as unreasonable. The outcome of this IFB will be two separate geographic resource lists of prequalified Contractors by location and price for which they have agreed to furnish portable toilets and/or handwash stations and related services.

See Section 2.3 Ordering/Dispatch Procedure for additional information.

Since the needs of the State and availability of Contractor's resources during an emergency cannot be determined in advance, it is mutually agreed that, upon request of the Government, the Contractor shall furnish the resources listed herein to the extent the Contractor is willing and able at the time of order. The Government is not obligated to place nor is the Contractor 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.

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 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 Federal Government Claims. Unless limited by agency policy or the Agency Administrator, any Federal agency claim may be settled by a warranted Contracting Officer with appropriate delegated authority for that claim. Some agencies may require claims be reviewed by their legal department.

1.8.2 State of Montana Claims. Claims arising under the jurisdiction of the State of Montana are negotiated by the responsible Line Officer or his/her designee, who must be on the DNRC Approved Signers List. For comprehensive information on handling claims against MT DNRC, see the DNRC 300 Incident Business Management Manual, Chapter 370, which can be found at <http://dnrc.mt.gov/divisions/forestry/fire-and-aviation/resources/manuals> or contact the Forestry Division Office, Forestry Division, Department of Natural Resources and Conservation, 2705 Spurgin Road, Missoula, Montana 59804; office phone: (406) 542-4300.

1.8.3 State of Idaho Claims. Settlements arising under the jurisdiction of the State of Idaho must be submitted in writing to the IDL host agency. The IDL host agency will submit the claim documentation to the Fire Business Program Manager, Bureau of Fire Management, who may settle the claim or forward

it to Risk Management for final determination. Claims may also be submitted in writing to the Fire Business Program Manager, Bureau of Fire Management, 3284 West Industrial Loop, Coeur d'Alene, ID 83815-6021; office phone: (208) 769-1525.

1.8.4 State of North Dakota Claims. Claims against the State of North Dakota must be made in writing to the Director of Office of Management and Budget. The claim must be filed within 180 days of when the alleged incident was discovered or reasonably should have been discovered. Claim forms may be requested from the Office of Management and Budget, 600 East Boulevard Avenue, Department 110, Bismarck, ND 58505-0400; phone: (701) 328-4904.

1.9 CONTRACTOR LIABILITY FOR PERSONAL INJURY AND/OR PROPERTY DAMAGE

1.9.1 Contractor Liability for Personal Injury and/or Property Damage.

- a. The Contractor assumes responsibility for all damage or injury to persons or property occasioned through the use, maintenance, and operation of the Contractor's vehicles or other equipment by, or the action of, the Contractor or the Contractor's employees and agents.
- b. The Contractor, at the Contractor's expense, shall maintain adequate public liability and property damage insurance during the continuance of this agreement, insuring the Contractor against all claims for injury or damage.
- c. The Contractor shall maintain Workers' Compensation and other legally required insurance with respect to the Contractor's own employees and agents.
- d. The Government 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 Contractor or the Contractor's employees and agents in performing under this agreement, and the Government 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 WITHOUT operator, the Government will assume liability for any loss, damage, or destruction of such equipment, except that no reimbursement will be made for loss, damage, or destruction due to:
 - (1) Wear and tear, as defined in Section 2.4 Wear and Tear of this solicitation;
 - (2) Mechanical failure;
 - (3) The fault or negligence of the Contractor or the Contractor's agents or employees or Government employee owned and operated equipment; or
 - (4) Acts of God, such as, but not limited to: Hail, heavy rain, flooding, tornados, other severe weather, and other unforeseen and uncontrollable events.
- b. For equipment furnished under this agreement WITH operator, the Government 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 operator 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 REQUIREMENTS

All equipment awarded under this IFB shall be located and dispatched through a Northern Rockies Dispatch Center. The Contractor will be listed on an established geographic resource list.

2.1 AVAILABILITY

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

2.2 RELIABILITY

The Contractor shall provide dependable equipment that meets all applicable state and federal laws relating to motor vehicles and equipment. The Government reserves the right to conduct inspections at any time. See Item 2.5 Inspections.

2.3 ORDERING/DISPATCH PROCEDURE

The Government intends to dispatch Contractor resources based on geographic resource lists established from this solicitation. Orders will primarily come through Dispatch, although Buying Teams or other Government purchasers are authorized to place orders. See Section 1.7.1 Basis for Award for additional information.

The geographic resource list will identify Contractor resources, location, and price. The Government ordering official (Dispatch, Local Office, etc.) will consult the geographic resource list when an incident occurs and choose the Contractor closest to the incident taking Contractor and mobilization costs into consideration. The ordering official will inform the Contractor of the location, quantity required, and date and time needed. If that Contractor is unable to meet the requirements, the next closest Contractor will be contacted, etc.

If possible, only one contractor will be utilized per incident at a time until the contractor runs out of units.

The next time the service is required, the same process will be followed. The Government reserves the right to utilize vendors' resources in a manner that it deems to be in the best interest of the Government. Hosting agencies may establish dispatch priority lists, rotations, or response zones, but such arrangements are not required.

NOTE: The States of Idaho and Montana reserve the right to select contractors who they (state officials) consider to be in their best interest. This may include contractors who did not participate in this solicitation.

When receiving a dispatch call, the Contractor shall confirm their availability and ability to meet specified timeframes. If the Contractor cannot be reached or is not able to meet the time and date needed, the dispatcher may proceed with contacting another Contractor according to the protocol listed above. Contractors shall check in at the assignment at the time agreed when dispatched.

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

- 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 Contractor shall meet a Government Representative. A map will be provided, if available.
- e. Incident contact phone number for further information
- f. Fire charge code/funding code

The Contractor is required to provide a copy of their Resource Order and Agreement to the Finance/Plans Unit upon check-in. The Contractor shall carry a minimum of **TWO COPIES** of the complete agreement at all times.

Prior to departure to the incident, the Contractor shall provide to Dispatch, the name of the person dispatched with the resources, and the estimated time of departure (ETD) and estimated time of arrival (ETA) from the point of dispatch.

Dispatch offices may use a FAX or email to provide a hard copy of the Resource Order to the Contractor.

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

2.4 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 Contractor 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.**

2.5 INSPECTIONS

Pre-season inspections will not be done.

All resources furnished under this agreement shall be in acceptable condition. The Government reserves the right to reject resources that are not in clean, safe, and operable condition. Prior to incident use or anytime the resource is under hire, the Government will perform inspections to ensure compliance with the agreement requirements. Inspection arrangements will be made at the time of order, prior to incident use if possible.

Trailer-mounted mobile 8+ Sink units - The inspections will take place at the location of the incident camp. This will depend upon logistical considerations at the time of hire.

When submitting equipment for inspection, the Contractor must provide the following documentation, if applicable for the resource:

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

If the resource does not pass inspection at the incident or designated inspection point, it is considered noncompliant. The Contractor may be given 24 hours, or a time frame designated by Government representatives to bring the resource into compliance. If the resource does not pass inspection, no payment

will be made for travel to the incident or point of inspection or return to the point of hire, or for the time that the resource was not available. Upon rejection, the resource will be removed from the geographic resource list until such time that the resource is brought into compliance and re-inspected at the Government's convenience. Repeated failures may be grounds for cancellation of the agreement. The Contractor shall not have any claims or payments due for equipment rejected or for not meeting the specifications/requirements contained herein.

2.5.1 Portable Toilet/Handwash Station Inspections. Portable toilets and handwash stations may be inspected by the Government at any point to ensure equipment meets all specifications detailed in this IFB.

2.5.2 Gray/Black Water Truck and Hauler Vehicles Inspections. The Government may utilize the Inspection Form (see *Attachment J - Vehicle /Heavy Equipment Safety Inspection Checklist, OF-296*) to ensure vehicles are in safe and operable condition in accordance with all Local, State, and Federal laws and regulations.

When submitting equipment for inspection, the Contractor must provide the following documentation:

- a. Annual DOT inspection records (if applicable, i.e. vehicles over 10,000 GVW/GVWR)
- b. Proof of insurance
- c. Current vehicle registration
- d. Certified fully-loaded weight receipt and/or aftermarket certification (if applicable, i.e. vehicles over 10,000 GVW/GVWR)
- e. Proof of Workers' Compensation or legal exemption

2.5.3 Inspection Reports.

- All resources shall have a pre/release inspection.
- Original Inspection Report (OF-296) should stay with the host agency.
- A copy of the Inspection Report (OF-296) will be given to the contractor at the time of release.

2.6 DEMOBILIZATION

The Incident Commander will determine the priority of demobilization.

Every attempt shall be made by the Government to give the Contractor adequate notice of demobilization to arrange for the equipment required to transport toilet and/or sink units to eliminate the need for an additional trip the last day. Adequate notice is defined as a phone message, fax, text message, or email to the Contractor's office 24 hours before the required demobilization date/time.

2.7 RELEASE

Once released from the incident, any new assignments shall come directly from the Host Dispatch Center. Contractors 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 Contractor's equipment cannot move to other incidents with the same resource order. A new unique resource order number will be assigned for each incident.**

2.8 PROPERTY

Accountable and durable property will not be loaned or exchanged at the incident. The Contractor 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, it will be considered noncompliant. The Contractor may be given 24 hours, or a timeframe designated by a Government representative to bring the resource into compliance.

Contractor will be charged for consumable goods supplied by the Government and used by the resource while under hire. The cost of all consumable goods shall be deducted from payment to the Contractor.

SECTION 3: SPECIAL TERMS AND CONDITIONS

3.0 AGREEMENT TERMINATION/NONCOMPLIANCE

3.0.1 Termination for Cause. The State may, by written notice to the Contractor, terminate this agreement in whole or in part at any time the Contractor fails to perform under this agreement. See Item 2.5 Inspections. If the Contractor fails to meet specifications Contractor 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 fire suppression, severity, and other all-risk incidents. The Incident Commander may release from an incident assignment any Contractor employee deemed incompetent, careless, or otherwise objectionable including violation of the Harassment Free Workplace Policy (*see Attachment F - 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 DNRC Fire Procurement Officer subsequent to the action. Accordingly, the DNRC Fire Procurement Officer may require, in writing, the Contractor be removed from use under this agreement, any employee found incompetent, careless, or otherwise objectionable including violation of the Harassment Free Workplace Policy. The DNRC Fire 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 Contractor 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 Government representative following such a decision. The Contractor 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 the Contractor's payment. If the Contractor does not act in a timely manner (i.e., Contractor'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 the Contractor's payment.

3.1 PERSONNEL REQUIREMENTS

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

3.1.2 English Speaking Requirement. Communications between Contractor crew personnel and Government incident personnel is mandatory for safe and effective performance. Contractor'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 Government-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 Contractor 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 Contractor being released from the incident.

Sexual harassment is defined as unwelcome sexual advances, requests 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 F - Harassment Free Workplace Policy*).

3.1.4 Compliance with Workers' Compensation Act. Contractors are required to comply with the provisions of the Workers' Compensation Acts or applicable laws of each state while performing work within the respective State. Compliance must be in accordance with the Idaho Administrative Codes, the North Dakota Administrative Codes, and the Montana MCA § 39-71-401, 39-71-405, and 39-71-417. Proof of compliance must be in the form of documentation of current and valid workers' compensation insurance; an independent contractor exemption; documentation of corporate officer status; as well as documentation that neither the Contractor nor its employees are employees of the Government. This insurance/exemption must be valid for the entire term of the agreement.

3.1.5 First Aid/Emergency Evacuation/Accidents. The Contractor is financially responsible for medical coverage of employee accidents and illness. The Government 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 contractor. If contractor personnel are injured, the Government, at the Contractor expense, may evacuate the injured person(s). If the Contractor personnel become ill or are injured and required transport to a medical facility/hospital, the costs shall be at the Contractor's expense.

Contractor 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.

3.1.6 Food and Drink. Contractors 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 Government.

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

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

3.1.7 Remain Overnight Allowance (RON). This is not applicable for travel to and from an incident. Contractors are not paid per diem or lodging expenses to and from incidents.

When the Government cannot provide a campsite or meals, and if pre-approved by the host unit and properly receipted and invoiced, actual lodging expenses incurred by Contractors providing services under an agreement whether for severity or incident responses are reimbursable. Food and drink would be based on established agency rates. Double occupancy of rooms may be required. Any associated

lodging taxes are reimbursable as documented on the lodging invoice. If the resource is allowed to return to its dispatch location during off-shift time, RON allowance is not authorized.

The maximum RON that shall be allowed is based on the number of operators shown on the shift ticket as allowed by the agreement. Payment shall be included as an addition on the Emergency Equipment Use Invoice (OF-286). Documentation of authorization shall be included.

3.2 SAFETY STANDARDS

All Contractor personnel shall comply with *Attachment E – Safety Standards*.

3.2.1 Contractor Requirements.

For trailer-mounted mobile sink units the Contractor shall perform one microbiological test for total coliform bacteria upon arrival at the incident. The Contractor will be reimbursed \$20 for additional water testing fees if the Government requires a water sample to be submitted more than once every 30 days or if the Government chooses to change water sources, while the trailer-mounted mobile sink unit is assigned to the same incident. The costs of the additional water tests will be reimbursed by adding a credit to the final payment form. The purpose for the required additional water test shall be clearly documented on the invoice form.

For all awardees: Each person employed by the Contractor under this agreement shall meet the following minimum requirements:

- a. All personnel shall annually complete Fireline Safety Refresher Training (RT-130) ONLY if they will be staying in fire camp.
- b. All operators shall be able to operate the equipment safely up to the manufacturer's limitations.

3.2.2 Emergency Incident Driving. The Contractor shall follow the driving regulations and work/rest guidelines listed in the Standards for Interagency Incident Business Management handbook (SIIBM) (FSH 5109.34). The SIIBM can be found on the National Wildfire Coordinating Group's website using the following link: <https://www.nwccg.gov/sites/default/files/publications/pms902.pdf>. The Contractor is responsible for complying with all other current Federal, State, and Local driving regulations and must adhere to camp speed limits as posted.

3.3 PERFORMANCE EVALUATIONS

Performance evaluations will be performed at the incident, dispatch, or by the host agency utilizing the Evaluation form (*see Attachment H – Contractor Performance Report*) by the Government representative supervising the work. This form is the only performance evaluation that will be accepted by the DNRC Contracting Officer. The Government representative's signature shall be legible and printed on the form. If the supervising Government representative is released from the incident prior to the release of the resource, the Government representative will complete a performance evaluation prior to demobilization, for work the resource performed under their supervision. The Government representative will review the performance evaluation with the Contractor, record Contractor comments, and obtain Contractor signature acknowledging completion of the evaluation. The Government representative will then give a copy of the evaluation form(s) to the Contractor at the incident and submit a copy to the appropriate Government 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:

DNRC Fire Contracting
Address: 2705 Spurgin Road
Missoula MT 59804

SECTION 4: SPECIFICATIONS AND PRICING

4.0 EQUIVALENT PRODUCTS

Requirements designated in this bid must be satisfied, or a functional equivalent bid submitted, which is acceptable to the State. Bidders who do not meet this criterion may be disqualified from further consideration. A bidder must state if they are unable or unwilling to meet any requirement. Inability or unwillingness to meet any requirement, in part or total, may be cause for disqualification of the entire response. Any exceptions taken by the bidder must be clearly identified on the bid forms.

4.1 PURPOSE

4.1.1 Purpose. The purpose of this solicitation, and resulting in multiple agreements, is to establish terms, conditions, and specifications for PORTABLE TOILET AND HANDWASH STATION services used in support of fire suppression, severity, and all-risk activities for multiple federal and state agencies throughout the Northern Rockies Geographic Area and in support of national incidents.

A given piece of equipment can be under hire to only one agency at a time.

See Sections 1.7.1 Basis for Award and 2.3 Ordering/Dispatch Procedure for additional information.

Under exigency situations, there is no guarantee the listed Contractors will be called. In an exigency situation, factors other than price (such as location, ability to meet timeframes, etc.) may be considered prior to placing an order.

4.2 PRICING

The Government intends to award multiple agreements; however, awards will only be made to those bidders offering a reasonable price and resources that are technically acceptable. Proposed pricing for **ALL** line items will be evaluated for reasonableness. Reasonable price technically acceptable will be the basis for award.

The Contractor is responsible for all equipment, materials, supplies, transportation, lodging, personnel, and supervision and management of those personnel, necessary to meet or exceed the agreement specifications. Refer to 4.3 Technical Specifications and Servicing, for additional equipment information.

4.2.1 Proposed Rates. Payment will be at rates specified and, except as provided in 4.7 Exceptions, and shall be in accordance with the following

Proposed daily rates shall include, but are not limited to:

- 100 miles per calendar day
- Labor (as required)
- Equipment
- Operating Supplies
- Materials
- Removal and disposal of all waste
- State and Federal taxes (including workers' compensation costs)
- Insurance coverage
- Transportation Costs
- Overhead and Profit
- Any costs/fees necessary to ensure equipment/operators meet the specified standards

As required by the agreement, rates shall also include any costs associated with a Contractor provided support truck for fuel, maintenance, and operator transportation; delivery/setup/takedown, mobilization/demobilization, and power generation.

4.2.2 Serviced Daily Rate. All portable toilets are ordered at the serviced daily rate. Deviations from daily servicing as determined by the government are defined below in 4.2.3. Payment will be made on basis of calendar days (0001-2400). Serviced Daily rate shall include first day delivery/set up, daily rental rate per Item 4.2 Pricing, one service call per day (including all supplies), last day pickup (with 24-hour notice). First day delivery and set up is considered serviced. **Equipment furnished under this agreement is not subject to pro-rating on the first or last day.**

4.2.3 Unserviced Daily Rate. Payment will be made on basis of calendar days (0001-2400). Unserviced daily rate shall apply when the units are specifically “unserved” as directed by the government. Equipment furnished under this agreement is not subject to pro-rating on the first or last day.

4.2.4 Additional Service Calls Fee. Additional service calls if ordered for the same day that units have already been serviced, will be paid at the “Additional Service Call” rate per unit as identified on the Emergency Equipment Rental Agreement (EERA). It is the intent of this IFB that all units ordered for servicing would be serviced in the same service call trip.

4.2.5 Mileage. Total Miles per calendar day (less the 100 miles included in the rate) will be paid at the “Mileage” rate per mile as identified on the EERA. This includes to and from all gray water dumping sites. Total mileage per calendar day will be included in the REMARKS section of the Emergency Equipment Shift Ticket (OF-297) for reimbursement.

Mileage will be determined with one of the online route/direction websites.

4.2.6 Remote Hourly Rate. As determined by the Host Agency/IMT, a separate hourly charge may be paid per vehicle for travel on unimproved roads. Distance traveled on unimproved roads must exceed ½ mile from the improved road. Time will start when travel exceeds the ½ mile from the improved road and stop at the same upon return. Mileage traveled on unimproved roads will still be considered as part of the Total Daily Mileage.

The remote hourly rate explanation shall be included in the REMARKS section of the Emergency Equipment Shift Ticket (OF-297) and signed by a Government official.

Consider when determining this hourly charge that you are still being paid mileage for this travel if travel is over 100 miles.

4.2.7 Pickup, Reset and Relocation Fee

1. Pickup fees will be paid when the Contractor has already serviced the units on the pickup day and is ordered by the Government to make a second trip to pick up the units.
2. Reset/relocation fees shall be paid per unit when requested to move units or reset due to unforeseen circumstances not due to any negligence in the delivery or initial setup. One day notification is required so the Contractor can bring the required trailer for moving units. It is the responsibility of the Contractor’s employee to check with the Contractor’s office to determine if the items are being demobilized that day.

The Finance Unit will work in tandem with Logistics to ensure contract resources are not worked more than 16 hours. Working more than 16 hours per day violates the 2:1 work/rest safety guidelines and shall be mitigated. When working an average of more than 16 hours, for the duration of the incident, a Contractor may request to negotiate an equitable adjustment through

the Procurement Unit Leader or Agency Contracting Officer. Shifts exceeding 16 hours shall be approved by the Incident Commander.

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

4.3 TECHNICAL SPECIFICATIONS AND SERVICING

4.3.1 Portable Toilets.

Technical Specifications	Standard	Handicap
Storage tanks must be a minimum of 35 gallons with no leaks.	X	X
Doors must be securely fastened to the frame.	X	X
Door must have an "IN USE" sign when latched from the inside.	X	X
Floors shall be solid and secured to the side walls.	X	X
Air stacks for ventilation shall be one-piece construction. Units shall provide separate and sufficient ventilation to both the unit and the waste reservoir.	X	X
Urinals shall not be cracked or leak and shall drain into the holding tank.	X	
Toilet seats shall be made of a plastic substance for easy cleaning.	X	X
Toilet seats shall be two pieces, one of plastic to sit upon and a plastic lid to cover seat with toilet seat tight to container holder.	X	X
Toilet paper holder shall be present in all toilets with a minimum capacity of two rolls.	X	X
One 12 oz. instant hand sanitizer pump dispenser identified to kill 99.9% of most common germs that may cause illness, without soap or water.	X	X
Owner's name and unique identifier number shall be labeled on two visible sides on each toilet.	X	X
The handicap units shall conform to ADA regulations for handicap accessible portable toilets including an access ramp.		X

4.3.1.1 Service of Portable Toilets. Service intervals will be determined by the IMT. THREE options are allowed under the solicitation:

- **SERVICED RATE:** A minimum of 1 (ONE) service daily;
- **UNSERVICED RATE:** Units are specifically "unserviced" as directed by the Government;
- **ADDITIONAL SERVICE RATE.** All service calls in excess of the daily service call will be paid in accordance with the Additional Service Fee item in 4.2 - Pricing and labeled as "Additional Service Calls" on the Emergency Equipment Shift Ticket (OF-297).

Contractor is responsible for maintaining units in clean, sanitary, and good working condition free of objectionable odors, soap films, scratches, corrosion, or incrustations; all edges, crevices, traps, holes, and rims will be clean. The Contractor is responsible for all supplies and materials related to the cleaning and servicing of the unit. All cleaning procedures and waste disposal are required to meet

applicable current Federal, State, and local laws or regulations, Federal and State Potable Water Codes, OSHA standards, and other contractual requirements. All service calls in excess of the included daily service call will be paid in accordance with the Additional Service Fee item in 4.2 Pricing and labeled as such on the Emergency Equipment Shift Ticket (OF-297).

Service trucks for pumping black water from portable toilet units may not be used for servicing handwash station units **unless** they are specifically designed for this use and have properly labeled compartmental units which meet all Federal, State, and local sanitation regulations. **Service trucks for pumping black water from portable toilet units must have a separate hose and wand to service the handwash stations and must meet all Federal, State, and local sanitation regulations. Gray water and black water hoses must be marked on both ends to identify use.**

Daily and Additional Service shall include:

- Removal and disposal of all waste in accordance with State and local law, as well as removal of trash in and around the unit. If a camp crew is available, then they would assume these duties. If no camp crew is ordered it would become the contractor’s responsibility.
- Cleaning of the unit inside and out. Unit floors must be swept, mopped, and free from spots, streaks, marks, dust, dirt, and debris. Toilet bowls, urinals, and all other interior surfaces (walls, floors, doors, etc.) are to be cleaned with disinfectant.
- Repairing any damage.
- Refilling of toilet chemicals and hand sanitizer dispenser.
- Stocking of toilet paper and any other consumables when applicable.

4.3.2 Handwash Stations.

Technical Specifications	Portable 2 Sink Unit	Trailer-Mounted Mobile 8 Sink Unit
Fresh water tanks shall be sealed for personal hygiene. Snap in water bladder bags are not acceptable.	X	
Height	min 35”	
Width	min 21”	
Fresh Volume	min 45 gal	
Waste Volume	min 45 gal	
Approximate # of uses between service	630	
Foot operated pump (one per basin)	X	
Liquid soap dispenser (phosphate free)	X	X
At least eight wash basins (sinks) per unit		X
Minimum 400 gallons gray water and 400 gallons potable water holding capacity. Potable water tank shall be constructed of food grade safe, non-corrosive and nonabsorbent material. Tank shall have smooth easily cleanable surfaces and shall be designed with an access port for inspection and cleaning. The access port opening shall be flanged upward at least 13mm (1/2 inch) and be equipped with a cover to overlap the opening. The entire inside of the tank shall be visible for an ocular inspection. The tank shall be sloped to drain completely. Each tank shall have the size and description stenciled on it in letters no less than 4 inches high (for example: "400-GALLON POTABLE WATER" or "400-GALLON GRAY WATER").		X

The ability to maintain hot water up to 110° (minimum temperature of 101° F) and a mixing faucet for cold water that allows for the washing of both hands while the water is running.		X
The Contractor shall provide paper towels and phosphate free liquid soap for every two sinks.	X	X
Wash basins (sinks) must have the ability to hold water with built in or attached chain link stoppers.		X
Wash basins (sinks) spaced no closer than 24" on center		X
Adequate self-contained outside lighting for use of the handwashing station in darkness at each wash basin (sink).		X
Provisions to prevent incident personnel from standing in water puddles or mud on the ground around the sinks.	X	X
Electrical outlets, a minimum of 4 (120V) must be provided.		X
Waste receptacle attached	X	X
Optional Features		
If providing mirrors, one mirror shall be provided for each sink or one solid mirror of sufficient length which provides viewing at each sink.		X

4.3.2.1 Equipment Marking.

- All bladder bags used shall have the size and use labeled on them in a conspicuous place in letters and numbers no less than 4 inches in height, (for example: 500 Gallons Gray Water).
- All bladder bags must conform to National Wildfire Coordinating Group (NWCG) specifications, to include testing and sanitization (for potable water). See website: www.nwccg.gov.
- All hoses used shall be labeled at both ends to identify their use (i.e. gray or potable).

4.3.2.2 Custom Units. Contractors may offer to supply custom made units. If doing so, the Contractor must supply a complete list of specifications similar to those listed above. Failure to supply specifications will be cause to render the offer as non-responsive and be removed from further consideration.

4.3.2.3 Additional Safety Equipment. All equipment (including optional equipment) is required to meet current Federal, State, and local laws or regulations, the NEC, the UPC, Federal and State Potable Water Codes, OSHA standards and other contractual requirements. Any steps or platforms shall have solid handrails, not chain linked, in addition to other current OSHA standards for handrails and stairs (see 29 CFR 1910.23-1910.24). All stationary equipment shall be supplied with oil spill prevention pads or containment units, under the fuel tank, engine, and any other petroleum container, except for miscellaneous "safety cans" under 10 gallons. Stationary equipment is defined as that remaining in one position for 24 hours or more, or that is parked in the same location for over 24 hours.

All vehicles shall meet all State Motor Vehicle Requirements and shall have:

- a. A fire extinguisher, multi-purpose 2A10BC that is securely mounted to the vehicle and accessible by the operator. The fire extinguisher shall have a current annual inspection tag and the annual maintenance tag to a 6-year annual inspection and every 12 years regarding a hydro test on all dry powder, metal fire extinguishers.
- b. Reflectors, triangles, bi-directional (one set of 3)
- c. Two-wheel chocks
- d. Approved spark arrester on all naturally aspirated engines
- e. Seat belts
- f. Flashlight

4.3.2.4 Service Handwash Stations. Service intervals will be determined by the IMT/Host Agency. THREE options are allowed under the solicitation:

- SERVICED RATE: A minimum of 1 (ONE) service daily;
- UNSERVICED RATE: Units are specifically “unserviced” as directed by the Government;
- ADDITIONAL SERVICE RATE. All service calls in excess of the daily service call will be paid in accordance with the Additional Service Fee item in 4.2 - Pricing and labeled as "Additional Service Calls" on the Emergency Equipment Shift Ticket (OF-297).

Contractor is responsible for maintaining units in clean, sanitary, and good working condition free of objectionable odors, soap films, scratches, corrosion, or incrustations; all edges, crevices, traps, holes, and rims will be clean. The Contractor is responsible for all supplies and materials related to operating, cleaning, and servicing of the unit. All cleaning procedures and waste disposal are required to meet applicable current Federal, State, and local laws or regulations, Federal and State Potable Water Codes, OSHA standards and other contractual requirements. For the trailer-mounted handwash station, all equipment surfaces intended for potable water contact, including source-fill point equipment, containers, caps, tanks, hoses, valves, and fittings shall be inspected, washed, rinsed, sanitized, and replaced as often as necessary to affect and maintain sanitation of such surfaces. Procedures to be used are listed in NWCG Potable Water Standards. Disinfection needs to occur before being put in service, or when it has been unused and stored in a sealed condition after a period of 4 weeks or more, or after any food product has been hauled. Follow applicable State specifications/guidelines for disinfection of tanks either where the equipment was certified or to the standards where the equipment is going to be used if crossing state boundaries. When no applicable State specifications/guidelines for disinfection of tanks exist, at a minimum, the tank shall be thoroughly cleaned and disinfected. After 24 hours contact time with the disinfecting solution, the tank shall be drained and flushed with drinking water.

Daily and Additional Service shall include:

- Removal and disposal of all waste in accordance with State and local law, as well as removal of trash in and around the unit.
- Unit floors (if applicable) must be swept, mopped, and free from spots, streaks, marks, dust, dirt, and debris. Sink basins, countertops, and all other interior surfaces (walls, floors, doors, etc.) are to be cleaned with disinfectant and free from spots, streaks, marks, dust, dirt, and debris.
- Repairing any damage
- Refilling of any chemicals, liquid soap dispensers, and stocking of paper towels.

Service Description	Portable 2 Sink Unit	Trailer Mounted Mobile 8 Sink Unit
Potable Water Supply	Contractor responsibility	Government responsibility
Cost of Gray Water Disposal	Contractor responsibility	Government responsibility

Contractor is responsible for gray water disposal and supplying potable water in accordance with State and local law for 2-sink portable handwash stations. The incident camp will provide potable water and gray water service for trailer mounted handwash units. Service trucks for pumping black water from portable toilet units may not be used for servicing handwash station units **unless** they are specifically designed for this use and have properly labeled compartmental units which meet all Federal, State, and local sanitation regulations. **Service trucks for pumping black water from portable toilet units must**

have a separate wand to service the handwash stations and must meet all Federal, State, and local sanitation regulations.

This solicitation requires the use of biobased products to the extent that such products are reasonably available, meet agency or relevant industry performance standards, and are reasonably priced. Where available, these products should first be acquired from among qualified products that fall under the umbrella of items designated through the **Federal Biobased Products Preferred Procurement Program (FB4P)**. Information is available at <http://www.biopreferred.gov>.

4.4 PAYMENTS

Payment will be made on the basis of calendar days (0001-2400). The Host Agency for each incident is responsible for payments. The payment office will be designated in Block 9 on the Emergency Equipment Use Invoice (OF-286).

Time under hire shall start at the time the resource begins traveling (point of hire) to the incident after being ordered by the Government (not at the time of dispatch), and end at the estimated time of arrival back to the point of hire after being released, except as provided in 4.7 Exceptions.

4.5 TIMEKEEPING/INVOICING PROCESS

After each operational period worked (service visit), time will be verified and approved by the Government Agent responsible for ordering and/or directing use of the resource. Time will be recorded for daily usage and service. The Government will verify the Contractor's time on an Emergency Equipment Shift Ticket (OF-297) including the total number of units in service each day. All payment options will be listed separately – daily serviced, daily unserved, additional service, reset/relocation and mileage. Each shift ticket will indicate the total number of units serviced and/or unserved. Each shift ticket will document in the REMARKS section the running total of units on the incident, reflecting the change in units ordered and demobilized as the incident progresses. The Government and the Contractor representatives will sign the OF-297 verifying the units serviced/unserved daily. It is the responsibility of the Contractor to turn the completed Emergency Equipment Shift Tickets (OF-297), into the Finance Unit for time posting.

When the resource is released from the incident, the Finance Unit will close out the Emergency Equipment Use Invoice (OF-286).

The incident will submit a payment package, in accordance with host agency direction. This may include all signed originals of the Emergency Equipment Use Invoice (OF-286), Emergency Equipment Shift Tickets (OF-297), inspection form, EERA copy, and copy of the resource order to the designated payment office. The Contractor will be given a copy of all payment documents at the incident.

4.6 ORDER CANCELLATION

Order cancellation, enroute: If the order is cancelled after the resource order has been confirmed, and the resource is enroute, the resource is considered mobilized. Payment will be made by the Host Agency in accordance with 4.4 Payments, 4.5 Timekeeping/Invoicing Process, 4.6 Order Cancellation, and 4.7 Exceptions.

4.7 EXCEPTIONS:

- a. No further payment will accrue during any period that the resource under hire is not in a safe or operable condition or it is not available for the assigned shift or portions of the assigned shift. Payment will be based on the hours the resource was operational during the assigned shift, as documented on the shift ticket versus the designated shift, as shown on the Incident Action Plan.
- b. If the Contractor withdraws resources prior to being released by the Government, no further payment shall accrue, and the Contractor shall bear all costs of returning resources to the point of hire.

- c. After inspection and acceptance for use, resources that cannot be replaced or be repaired at the site of work by the Contractor, equipment may be considered withdrawn by the Contractor in accordance with Item b. above, except that the Government will bear all costs of returning resources and/or operators to the point of hire as promptly as emergency conditions will allow.
- d. No payment will accrue when the Contractor is off shift in compliance with mandatory work/rest guidelines.
- e. Deductions - unless specifically stated elsewhere in this agreement, the cost of any supplies, materials, or services provided for the Contractor by the Government will be deducted from the payment to the Contractor.