



SPECIAL RECREATIONAL USE LICENSE COMPETITIVE BID FORM AND APPLICATION (\$25.00)

Commercial or concentrated recreational use is prohibited on Montana state trust land without a Special Recreational Use License (SRUL) issued by the Department of Natural Resources and Conservation (DNRC). SRULs for Fishing Outfitting in this area are limited in number and are issued through a competitive bidding process. Applicable terms are outlined in Exhibit A. To be considered, you must submit this form along with the application fee and bid deposit in accordance with the instructions below.

BID DETAILS

Use Areas for Bid: Swan River

Activity Type for Bid: Fishing Outfitting

Period of Use Allowed: 5 Years

Qty of SRULs for bid: 4

Term of SRUL (years): 5 Years

Minimum Bid Amount: \$2,500.00

Bidding Start Date:	10/1/2026
Bid Closing Date:	10/30/2026
Bid Closing Time:	4:00pm
DNRC Contact:	Chad Blanchard
Submittal Location:	34925 MT HWY 83 Bigfork, MT 59911

INSTRUCTIONS

The licenses will be awarded to the top 4 eligible bidders at their respective bid amount. Eligible bids must:

1. Be received at the Submittal Location by the Bid Closing Date and Time designated above.
2. Be enclosed within a sealed envelope clearly marked "SEALED BID".
3. Have a Total Bid Amount that is equal to or greater than the Minimum Bid.
4. Include all of the following bid components:
 - ☐ Completed and signed Competitive Bid Form
 - ☐ 10% bid deposit (cashier's check, certified check, or money order only)
 - ☐ \$25 application fee

In determining bid eligibility, the department may consider other relevant factors, including an outfitter's past performance with prior SRULs. The department is not obligated to accept a bid that is not in the best interest of the state.

SRUL TERMS

The SRUL terms available for bid through this bid process are attached hereto as Exhibit A.

*****SUBMIT BID ON PAGE 2*****

COMPETITIVE BID FORM

Page 2/2

BIDDER INFORMATION

NAME _____ BUSINESS NAME _____

ADDRESS _____

CITY _____ STATE _____ ZIP _____

HOME PHONE _____ EMAIL ADDRESS _____

CURRENT OUTFITTER LICENSE NO. _____ EXPIRATION DATE ____/____/____

BID AMOUNT – Annual Rent

A bid is the amount proposed for the annual license fee. Your Total Bid Amount cannot be less than the Minimum Bid. DNRC will not open any bids until after the bid closing. Bid deposits for the winning bidder(s) will be applied to the first year's invoice. Bid deposits for unsuccessful bids will be refunded; however, the \$25 application fee is nonrefundable.

Minimum Bid:	\$2,500.00
Additional Bid:	\$
Total Bid Amount:	\$

BIDDER ACKNOWLEDGEMENT

By signing this Competitive Bid Form, I acknowledge the following:

- An incomplete or unsigned Competitive Bid Form will be rejected.
- Special Recreational Use Licenses (SRULs) are issued at DNRC discretion. The department reserves the right to reject a competitive bid if it determines that acceptance is not in the best interest of the trust.
- My total bid amount represents my proposed annual license fee for the SRUL outlined in Exhibit A.
- I have read, understand, and agree to the terms of the SRUL as outlined in Exhibit A.
- If I am a successful bidder, I will sign the SRUL provided by the department and submit full payment for the annual license fee in the amount of my bid, less the 10% bid deposit previously submitted, within 30 days of receiving notice of my successful bid. If I fail to do any of the foregoing before the 30-day deadline, I understand that I forfeit my bid deposit.
- If I am not a successful bidder, DNRC will provide me with a W9 form to facilitate the refund process. A refund will be processed within 20 business days of DNRC's receipt of my completed W9 form.
- The \$25 application fee is non-refundable.

Bidder Signature

Date

EXHIBIT A



MONTANA DEPARTMENT OF NATURAL RESOURCES AND CONSERVATION SPECIAL RECREATIONAL USE LICENSE Number: (number pending bid)

The State of Montana, Department of Natural Resources & Conservation (Department), whose address is P. O. Box 201601, 1539 Eleventh Avenue, Helena, MT 59620-1601 and phone number is 406-444-2074, herein grants (Licensee) a Special Recreational Use Licenses (SRUL), to obtain the following-described rights for a limited term in the following-described lands, subject to all the terms and conditions hereof, including all administrative rules and statutes applicable to the use.

Licensee

(pending bid)

Expiration Date: 10/30/2031

Period of Use: 5/1 - 10/30

Total Licensed Acres: 18.43

Authorized Activity: Outfitting: Fishing Access Only, Non-Exclusive

Department Field Office: DNRC Swan Unit 406-754-2301

Authorized Use Area: See Exhibit A.

Rent:

Annual Rent: (pending bid)

Annual Rent Due: 5/1 (for every year the license is active)

Payment of annual rent is required prior to license execution. Thereafter, annual rent is due on or before the first day of the Period of Use. A \$25 late fee will be assessed on all rent that is not received by the due date. Failure to pay rent as due, including any assessed late fees, will result in termination of this SRUL.

STIPULATIONS OF USE

This SRUL is subject to the following stipulations in addition to the General Terms provided herein:

1. Access points for this licence are at Fatty Creek Bridge and the Point Pleasant Campground.
2. In the Swan River State Forest motorized vehicles may be used for access to fishing areas only on open roads.
3. A daily fishing log shall be maintained to document use of the state trust land that coincides with the fishing log. The daily fishing logs shall be submitted to the Swan River State Forest Office by November 15th of each year. Failure to submit the required documents may result in cancellation of this license.
4. This license does not include the use of State land for campsites.
5. A person holding a valid outfitter or guide license who utilizes any type or watercraft while providing services shall prove evidence of licensure by displaying, at all times services are being provided, board issued watercraft identification tags. The tags shall display the outfitter or guide license number for identification purposes. Mont. Admin. R. 24.171.413

General Terms:

Licensee acknowledges and agrees to the following terms and conditions:

1. This SRUL does not waive conservation license requirements for members of the public to use trust land as required by law. All clients, guests, and/or attendees 12 years of age or older must possess an individual conservation license in accordance with 77-1-801, MCA. Conservation licenses may be purchased online at <http://fwp.mt.gov/buyandapply> or at license providers across the state.

2. This license is non-transferable and may only be used for the Authorized Activity upon the Authorized Use Area and is only valid during the Period of Use as described above. Licensee must have this SRUL in his/her/their possession when using state lands for the authorized activity and must present the SRUL to Department employees or law enforcement upon request. Only the Licensee or his/her/their authorized agent can book clients for the Authorized Use Area, and this SRUL may not be sublicensed or delegated to any other outfitter or guide.
3. **Responsibilities and Limitations:** Unless otherwise authorized, this SRUL is subject to the following responsibilities and limitations, in addition to all recreational use regulations provided in administrative rules and statutes:
- Licensee accepts full responsibility for all fires that may result from this use and shall take all reasonable precautions to prevent and suppress fires.
 - Littering is prohibited. All garbage must be removed from the state land.
 - The use of fireworks is prohibited on state land.
 - All pets must be on leash, kenneled, or otherwise under the control of the recreationist when on state land.
 - Licensee will not cut or remove or allow to be cut or removed any timber from the premises without permission from Department.
 - Licensee will not disturb or remove or allow the disturbance or removal of any cultural, historical, or paleontological resources on these lands.
 - Department may assess a civil penalty of up to \$1,000 for each day of violation of this SRUL.
4. **Personal Property at Termination or Expiration:** Any personal property or fixture placed on or in the Authorized Use Area by the Licensee or their agents shall be removed immediately upon expiration or termination of the SRUL. Any personal property or fixture left on the Authorized Use Area after the expiration or termination of the SRUL shall become the property of the state of Montana. The Department shall have the authority to use all or part of any performance bond issued for this SRUL to fund reclamation and disposal of any property or fixture remaining on or in the Authorized Use Area. The Department shall have the authority to otherwise dispose of any property or fixture remaining on the Authorized Use Area at the termination of the SRUL. Licensee will not be entitled to any value received by the Department through disposal of any property or fixture remaining on the Authorized Use Area after expiration or termination. This subsection does not authorize placement of fixtures, improvements or personal property upon the Authorized Use Area that were not otherwise authorized.
5. **Noxious Weeds:** Licensee shall be responsible for controlling any noxious weeds introduced by Licensee's activity on state-owned land. Licensee's method of control must be approved by the Department's applicable regional office. Licensee shall comply with the Montana County Noxious Weed Management Act, § 7-22- 2101, et. seq. MCA. Only certified weed-seed-free hay may be used on state land.
6. **General Liabilities and Indemnity:** Licensee shall give reasonable notice to any employees, clients, participants, and/or other users of any risks that may be associated with use of the Authorized Use Area during or as a result of the permitted activity. Licensee shall be liable for any failure to provide such notice. Provided, however, that the Licensee is responsible to the Department for the acts and omissions of all subcontractors or agents and of persons directly or indirectly employed by such subcontractors, and for the acts and omissions of persons employed directly by Licensee, to the extent allowed by law. Licensee agrees to assume responsibility for all claims and lawsuits, and shall be fully and completely liable to, and indemnify, defend and hold harmless, the Department from any and all damages, injury or death to persons and/or property that occur upon or about said land caused by or arising out of Licensee's use of the Authorized Use Area hereunder. Licensee further assumes responsibility for any damages to the surface lessee's, licensee's, or permittee's property that may be caused by Licensee's use of the Authorized Use Area. To the fullest extent permitted by law, Licensee shall indemnify and hold harmless the Department and the State of Montana, its elected and appointed officials, officers, agents, directors, and employees from and against all claims, damages, losses and expenses, including the cost of defense thereof, to the extent caused by or arising out of Licensees negligent acts, errors, or omissions in work or services performed under this SRUL, including but not limited to, the negligent acts, errors, or omissions of any Subcontractor or anyone directly or indirectly employed by any Subcontractor for whose acts Subcontractor may be liable.
7. **Access:** Access to state land is not implied, guaranteed, or authorized by issuance of this SRUL. Legal right of access on or over private, federal, or other lands to access the Authorized Use Area must be secured by and is the sole responsibility of Licensee. Nothing in this SRUL provides exclusive access to the Authorized Use Area.
8. **Right of Entry and Other Uses:** Department personnel, FWP Game Wardens and other law enforcement shall have a right of entry to the Authorized Use Area at any time and for any purpose allowed by law. Any other person with an active lease or license for the Authorized Use Area, shall have the right to enter the subject area at any time in accordance with the person's lease or license as applicable. This SRUL, whether exclusive or non-exclusive for the permitted activity, does not prohibit general recreational or other uses of state trust lands within the Authorized Use Area. For all SRUL's, including exclusive licenses, the Department reserves the right to issue other SRUL's for different uses in or on the Authorized Use Area.

9. **Road Use:** No off-road vehicle use is permitted unless specifically approved by Department in writing. Motorized vehicle travel upon state land is restricted to existing public roads and to roads which have been designated open or specifically authorized for use by the department under the terms of and subject to the conditions of this SRUL. Off-road use and use of non-designated or non-approved roads is strictly prohibited. Any designated approval applies only to that portion of the road located on state land and does not grant or imply use of any portion of the road which is not located on state land.
10. **Federal, State, or Local laws, Rules, and Regulations:** Licensee shall, in performance of activities authorized under this SRUL, fully comply with all applicable federal, state, or local laws, rules, and regulations, including but not limited to, the Montana Human Rights Act, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. The State may audit or request from Licensee at any time a statement that it is fully compliant with all requirements of this Section. Failure to comply with applicable law, including but not limited to laws and regulations promulgated by Montana Fish, Wildlife and Parks may be cause for termination of this SRUL.
11. **Early Termination:** The Department may terminate or modify any terms of this SRUL at any time by providing ten (10) days' written notice. Licensee may voluntarily relinquish this SRUL at any time by providing written notice to the Department. If Licensee voluntarily relinquishes this SRUL, the Department is not obligated to refund any prepaid rent. If Department terminates or withdraws any portion of the Authorized Use Area prior to expiration, for any reason other than Termination for Cause, the Department will refund pro-rated prepaid rent for the unused period.
12. **Termination for Cause:** The Department may immediately terminate this SRUL prior to expiration for misrepresentation, fraud, or concealment of fact relating to the issuance of this SRUL or such facts if known would have prevented the issuance of this SRUL; use of the premises for purposes other than those herein authorized or any other misuse or abuse of the premises; for any violation of any term of this SRUL, including non-payment, or for any other reason which in the judgement of the department is necessary for the protection of the best interests of the State. Termination of this SRUL for reasons stated in this section will not entitle the Licensee to any refund of or exemption in the payment of rental fee stated.
13. **Condition of SRUL upon Expiration or Termination:** Licensee agrees to peaceably yield the Authorized Use Area subject only to its reclamation obligations.
14. **Reclamation:** Licensee will take all reasonable precautions to prevent or minimize damage to natural (e.g. vegetation, soil, water) resources within the Authorized Use Area. Upon termination of the SRUL by either party, or upon final expiration of the SRUL, Licensee shall reclaim any disturbed areas to the specifications of Department.

Signed this _____ day of _____, 20__

Signed this _____ day of _____, 20__

By: _____

By: _____

Licensee,

DNRC Swan Unit 406-754-2301

Exhibit A: Authorized Use Area

County	TRS	Legal Description	Acres	Notes
Lake	24N 17W 30	Parking area	10.59	
Lake	23N 17W 18	Parking area	7.84	

Total Acres: 18.43

