

**REQUEST FOR PROPOSAL**

**FOR**

**A**

**An Evaluation of the Montana State Library**

**FOR THE STATE OF MONTANA**

**RFP # \_\_\_\_\_**

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## SCHEDULE OF EVENTS

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<u>Event</u>	<u>Date</u>
RFP Released.....	November 15, 00
Deadline for Receipt of Written Inquiries.....	December 5, 00
Written Responses Distributed.....	December 19, 00
Proposal Due Date.....	January 22, 01
Notification of Offeror Interviews / Product Demonstrations.....	February 5, 01
Offeror Interviews / Product Demonstrations .....	February 12 –14, 01
Intended Date for Contract Award.....	March 1, 01
Implementation plans finalized.....	April 2, 01
Focus groups & on-site visits .....	April 2 – June 1, 01
Draft report due.....	July 16, 01
Final report due.....	August 8, 01

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## NOTICE

From the issuance date of this RFP until a Contractor(s) is selected and the selection is announced, offerors are not allowed to communicate with any State staff or officials regarding this procurement, other than interviews, demonstrations, and/or site visits, except at the direction of (name of point of

contact) \_\_\_\_\_, the designated representative of the State Procurement Bureau.

# SECTION 1

## GENERAL INFORMATION

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### 1.0 Introduction

The STATE OF MONTANA, The Montana State Library (hereinafter referred to as "the State") is pleased to invite you to submit a proposal for a long-range plan evaluation specified herein. Proposals submitted in response to the specifications contained herein shall comply with the following instructions and procedures.

### 1.1 Request for Proposal Standard Information

This Request for Proposal is issued in accordance with Section 18-4-304, Montana Codes Annotated (MCA) and Administrative Rules of Montana 2.5.602 (ARM). The RFP process is a procurement option allowing the award to be based on stated criteria and evaluation factors. The RFP states the relative importance of all evaluation factors. No other evaluation criteria, other than as outlined in the original Request for Proposal, will be used.

#### 1.1.1 Receipt of Proposals and Public Inspection

Upon receipt of proposals, all marked trade secrets and company financial information will be removed from the proposals and provided only to the evaluation committee members or persons participating in the contracting process (see "Claims to Keep Information Confidential" statement below). All remaining proposal materials will be available for public inspection and copying shortly after the deadline for submission of proposals. In addition, all meetings of the evaluation committee are open to the public for observation.

#### 1.1.2 Initial Classification

All proposals will be initially classified as being responsive or nonresponsive, according to ARM 2.5.602. If a proposal is found to be nonresponsive, it will not be considered further.

#### 1.1.3 Evaluation

All responsive proposals will be evaluated based on stated criteria and evaluation factors. Submitted proposals must be complete at the time of submission and may not include references to information located elsewhere, such as the Internet websites or libraries, unless specifically requested in the State's RFP document.

#### 1.1.4. Discussion/Negotiation

Although proposals may be accepted and a contract awarded without discussion, the State may initiate discussions should clarification or negotiation be necessary. Offerors should be prepared to send qualified personnel to Helena, Montana to discuss technical and contractual aspects of the proposal.

#### 1.1.5. Best and Final Offer

The "Best and Final Offer" is an option available to the State under the RFP process allowing one

or more offerors to submit a best and final offer. Offerors may be contacted asking that they submit their best and final offer, which must include the discussed and/or negotiated changes.

### **1.1.6 Award**

Award will be made to the proposal offered by a responsive and responsible offeror which is determined to best meet the evaluation criteria and is therefore the one most advantageous to the State.

### **1.1.7 Claims to Keep Information Confidential**

- (1) All information received in response to this RFP will be available to the public except for:
  - a) trade secrets meeting the requirements of the Uniform Trade Secrets Act, Title 30, Chapter 14, Part 4, MCA;
  - b) matters involving individual safety as determined by the department;
  - c) financial information requested by the department to establish offeror responsibility unless prior written consent has been given by the offeror, as set out in Section 18-4-308, MCA; and
  - d) other constitutional protections.
  
- (2) In order for an offeror to request that material be kept confidential, the following conditions must be met:
  - a) Confidential information must be clearly marked and separated from the rest of the proposal.
  - b) The proposal may not contain confidential material in the cost or price.
  - c) An affidavit from an offeror's legal counsel attesting to and explaining the validity of the trade secret claim as set out in Title 30, Chapter 14, Part 4, MCA, must be attached to each proposal containing trade secrets. Counsel must use the State of Montana "Affidavit for Trade Secret Confidentiality" in requesting the trade secret claim. This affidavit form is available at the State Procurement Bureau's website: [www.state.mt.us/doa/ppd/tradesecc.pdf](http://www.state.mt.us/doa/ppd/tradesecc.pdf) or by calling (406) 444-2575.
  - d) Offerors must be prepared to pay all legal costs and fees associated with defending a claim for confidentiality in the event of a "right to know" (open records) request from another party.
  
- (3) Documents not meeting all of the requirements of (1) and (2) will be available for public inspection, including copyrighted material.

## **1.2 Late Proposals**

**Regardless of cause, late proposals will not be accepted and will automatically be disqualified from further consideration. It shall be the offeror's sole risk to assure delivery at the designated office by the designated time. Late proposals will not be opened and may be returned to the offeror at the expense of the offeror or destroyed if requested.**

### 1.3 Preparing a Response

This RFP contains the instructions governing the proposals to be submitted and a description of the mandatory requirements. To be eligible for consideration, an offeror must meet the intent of all mandatory requirements. Compliance with the intent of a mandatory requirement will be determined by the Department of Administration. When imperative language (shall, will, must) appears in any section of the RFP, it is considered to be mandatory.

1.3.1 Offerors shall promptly notify the State of any ambiguity, inconsistency or error, which they may discover upon examination of this RFP.

1.3.2 Offerors requiring clarification or interpretation of any section or sections contained in this RFP shall make a written request to the State Procurement Bureau by the deadline described in the Schedule of Events. All written correspondence must be addressed to:

\_\_\_\_\_ -

1.3.2.1 Each offeror submitting written questions must clearly address each question by reference to a specific section, page and item of this RFP. **An official written answer will be provided to all questions received by 2:00 p.m. (local time) on December 5, 2000.** Written questions received after the deadline may not be considered.

1.3.2.2 Responses to written questions will be distributed on or before December 19, 2000.

1.3.4 Any interpretation, correction, or change of this RFP will be made by **written Addendum**. Interpretations, corrections or changes of this RFP made in any other manner will not be binding and offerors shall not rely upon such interpretations, corrections, or changes.

1.3.5 The State Procurement Bureau, Department of Administration, State of Montana will issue any necessary Addenda.

1.3.6 A point-by-point response to all numbered sections, subsections, paragraphs, subparagraphs and appendices must be submitted by each offeror in order to be considered for selection.

1.3.6.1 Offerors must organize proposals into sections following the format of this RFP, with tabs separating each section.

If no exception, explanation, or clarification is required in the offeror's response to a specific subsection, the offeror shall indicate so in the point-by-point response with the following:

"(Offeror's Name)", understands and will comply.

1.3.7 Proposals should be complete to the degree that all of the information sought by this RFP is supplied in the order requested.

### 1.4 Submitting a Proposal

Offerors must submit one original and five copies to the State Procurement Bureau. **Proposals**

**must be received prior to 2:00 P.M. local time, January 22, 2001. Proposals received after this time will not be accepted for consideration. Facsimile or electronic submissions are not acceptable.**

1.4.1 Each Offeror who submits a proposal represents that:

1.4.1.1 The proposal is based upon an understanding of the specifications and requirements described in this RFP.

1.4.1.2 Costs for developing and delivering responses to this RFP and any subsequent presentations of the proposal as requested by the State are entirely the responsibility of the offeror. The State is not liable for any expense incurred by the offerors in the preparation and presentation of their proposals.

1.4.1.3 All materials submitted in response to this RFP become the property of the State and are to be appended to any formal documentation, which would further define or expand any contractual relationship between the State and offeror resulting from this RFP process.

1.4.2 The proposals must be signed in ink by an individual authorized to legally bind the business submitting the proposal.

1.4.3 A proposal may not be modified, withdrawn or canceled by the offeror for a 60-day period following the deadline for proposal submission, or receipt of best and final offer, if required, as defined in the Schedule of Events, and offeror so agrees in submitting the proposal.

## **1.5 Rights Reserved**

While the State has every intention to award a contract as a result of this RFP, issuance of the RFP in no way constitutes a commitment by the State of Montana to award a contract. Upon a determination such actions would be in its best interests, the State in its sole discretion reserves the right to:

- a) waive any formality;
- b) cancel or terminate this RFP;
- c) reject any or all proposals received in response to this document;
- d) waive any undesirable, inconsequential, or inconsistent provisions of this document, which would not have significant impact on any proposal;
- e) not award, or if awarded, terminate any contract if the State determines adequate state funds are not available.

## **1.7 Offeror Interview / Product Demonstration**

After receipt of all proposals and prior to the determination of the award, respondents may be required to make an oral presentation and product demonstration in Helena, Montana to clarify their response or to further define their offer. Oral presentations and product demonstrations, if requested, shall be at the offeror's expense.

## 1.8 Subcontracting

The successful offeror will be the Prime Contractor and shall be responsible, in total, for all work of subcontractors. All subcontractors must be listed in the proposal. The State reserves the right to approve all subcontractors.

1.8.1 The contractor shall be responsible to the State 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 the contractor. Further, nothing contained within this document or any contract documents created as a result of any contract awards derived from this RFP shall create any contractual relationships between any subcontractor and the State.

## 1.9 General Insurance Requirements

**General Requirements:** The contractor shall maintain for the duration of the contract, at its cost and expense, insurance against claims for injuries to persons or damages to property, including contractual liability which may arise from or in connection with the performance of the work by the contractor, agents, employees, assigns, or subcontractors. The insurance shall cover such claims as may be caused by any negligent act or omission.

**Specific Requirements:** The contractor shall purchase and maintain Occurrence coverage with combined single limits for each wrongful act of \_\_\_\_\_ per occurrence and \_\_\_\_\_ aggregate per year to cover such claims as may be caused by any act, omission, negligence or the contractor or its officers, agents, representatives, assigns or subcontractors. Note: if "occurrence" coverage is unavailable or cost prohibitive, the contractor may provide claims made coverage with three years of additional tail to commence at the conclusion of the contract at the discretion of the agency and with the prior approval of the State Procurement Bureau.

**Deductibles and Self-Insured Retentions:** Any deductible or self-insured retention must be declared to and approved by the state agency. At the request of the agency either: 1) The insured shall reduce or eliminate such deductibles or self-insured retention's as respect to the State, its officers, officials, employees, and volunteers, or; 2) The contractor shall procure a bond guaranteeing payment of losses and related investigations, claims administration, and defense expenses.

**Certificate of Insurance/Endorsements:** Insurances must be placed with an insurer with a Best's rating of no less than A-. The certificate must also include the State's purchase order number or contract number. This insurance must be maintained for the duration of the contract. The State Procurement Bureau must receive all required certificates and endorsements within 10 days from the date of the Request for Documents notice before a contract or purchase order will be issued. Work may not commence until a contract or purchase order is in place. The Contractor must notify the State immediately, of any material change in insurance coverage, such as changes in limits, coverage, change in status of policy, etc.

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

## **1.10 Workers' Compensation Insurance/Independent Contractor's Exemption**

The successful offeror is required to supply the State Procurement Bureau with proof of Workers' Compensation Insurance or Independent Contractor's Exemption covering the offeror while performing work for the State of Montana. (Ref: 39-71-120/401/405, MCA) Neither the offeror nor its employees are employees of the State. The proof of insurance/exemption must be valid for the entire contract period and must be received by the State Procurement Bureau within ten (10) working days of the issuance of a Request for Documents notice.

Contracts will not be issued to offerors who fail to provide the required documentation within the allotted timeframe.

Coverage may be provided through a private carrier or through the State Compensation Insurance Fund (406) 444-6500. An exemption can be obtained through the Department of Labor and Industry, Employment Relations Division (406) 444-1446.

## **1.11 Contractor's Responsibilities**

The successful offeror shall keep informed of, and shall comply with all applicable laws, ordinances, rules, regulations and orders of the City, County, State, Federal or public bodies having jurisdiction affecting any work to be done to provide the services required. The offeror shall provide all necessary safeguards for safety and protection, as set forth by the United States Department of Labor, Occupational Safety and Health Administration.

## **1.12 Offeror Competition**

The State encourages free and open competition among offerors. Whenever possible, specifications, proposal requests, and conditions are designed to accomplish this objective, consistent with the necessity to satisfy the State's need to procure technically sound, cost-effective services.

1.12.1 The offeror's signature on a proposal in response to this RFP guarantees that the prices quoted have been established without collusion of other eligible offerors and without effort to preclude the State of Montana from obtaining the best possible price.

## **1.13 Contract Provisions and Terms**

1.13.1 The State intends to execute a contract with the successful offeror(s). The State requires that the RFP and the terms and conditions attached to it, the offeror's response, the best and final offer (if required), and any formal addenda to the RFP be included as part of any contract documents.

1.13.2 Sample contract terms and conditions that will be executed by the successful offeror and the State are found in Appendix A.

1.13.3 Offerors should notify the State of any terms within the sample contract that either precludes them from responding to the RFP or add unnecessary cost. This notification must be made by the deadline for receipt of written inquiries by November 27, 2000.

1.13.4 The initial contract(s) term is for a period of one-year beginning March 1, 2000 and ending February 28, 2001.

## SECTION 2

### SCOPE OF PROJECT

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2.0 Contractor will be required to provide professional and technical assistance to the Agency as listed herein. This list should not be considered “all inclusive”. Additional duties may be added by mutual agreement of the Contractor and the Agency. Contractor will be provided access to all work sites for purpose of setting up any required equipment and /or gaining familiarity with the facility and staff.

#### 2.1 Evaluation Phase

- 2.1.1. Using the existing Long Range Plan, subsequently called the Plan, for the following departments of the State Library; Library Development (LDD), Montana Library Network (MLN) and the Talking Books Library (TBL), create necessary survey, measurement, and interpretative methodologies to judge the agency’s success at meeting the objectives stated in the Plan. The contractor will submit draft surveys, measurements, and interpretative methodologies to the agency for final approval.
- 2.1.2. To ascertain the success of LDD and MLN, the data collection must include a series of six focus group meetings held throughout the state at previously scheduled library federation meetings or at other times. These meetings will also solicit participants’ views and opinions about the next strategic plan for these departments.
- 2.1.3. The focus meetings will be held in Missoula; Billings; Helena; Miles City; Glasgow; and Great Falls or nearby locations. These meetings will be no longer than four hours in length.
- 2.1.4. The contractor will be responsible for bringing all necessary equipment and supplies to the focus meetings.
- 2.1.5. The contractor will be responsible for all travel costs to focus meetings.
- 2.1.6. The contractor will be responsible for ensuring that the focus meeting proceedings are captured and summarized appropriately and provide copies to MSL.
- 2.1.7. The contractor is responsible for contacting the agency after each meeting to suggest changes or modifications to the meeting structure.
- 2.1.8. The data collection must also include a series of focus group meetings to discuss with stakeholder groups the success of the TBL in meeting the plan’s objectives. These meetings will also solicit participant’s views and opinions about the next strategic plan for this department. The focus meetings will held in Helena and at one other site in Montana.
- 2.1.9. 2.1.4 through 2.1.8 are repeated.

- 2.1.10. The State Library has just completed major reorganizations of the Natural Resources Information System (NRIS) and the Library and Information Services Department (LISD). The Library wishes for the contractor to review the plans and structure of these departments and to give a brief progress report on the achievement of the goals stated in the respective plans. The evaluator should plan to spend no more than one day on site for each department.
- 2.2. The contractor is responsible for preparing a draft evaluation report by July 1, 2000, to review with the study team. The report shall include a description of the study's purpose, the methodology, an executive summary, the evaluation, and a separate section to report and interpret comments from the focus group meetings about the agency's next plan.
- 2.3. After comments from the team, the contractor is responsible for presenting the final study results in written and oral form to the State Library Commission at its regular August meeting.

## **SECTION 3**

### **OFFEROR QUALIFICATIONS**

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- 3.0 The State may make such investigations as deemed necessary to determine the ability of the offeror to supply the products and perform the services specified.
- 3.1 The State reserves the right to reject any proposal if the evidence submitted by, or investigation of, the offeror fails to satisfy the State that offeror is properly qualified to carry out the obligations of the contract.
- 3.2 In determining the capabilities of an offeror to perform the services specified herein, the following informational requirements must be met by the offeror and will be weighed by the State. (Note: Each item must be thoroughly addressed. Taking exception to any requirements listed in this Section may disqualify the proposal):
  - 3.2.1 Offeror shall provide a minimum of three references that are using services of the type proposed in this RFP. The references should fall within the categories identified below. At a minimum, the offeror shall provide the company name, the location where the services were provided, contact person(s), customer telephone number, a complete description of the service type, and dates the services were provided. The State reserves the right to use any information or additional references deemed necessary to establish the ability of the offerors to perform the conditions of the contract. Negative references may be grounds for proposal disqualification.
  - 3.2.2 These references should include state government, universities, and/or libraries where the offeror, preferably within the last five years, has successfully completed a. an evaluation of a long-range plan b. focus groups for client services; c. a long-range plan.
  - 3.2.3 Offerors shall specify how long the company submitting the proposal has been evaluating projects and programs.

3.2.4 The offeror shall send a copy of a similar evaluation or provide a internet address on which a similar evaluation can be accessed.

## SECTION 4

### EVALUATION CRITERIA

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#### 4.0 Evaluation Procedure

4.0.1 The evaluation committee will separate proposals into “responsive” and “non-responsive” proposals. Non-responsive proposals will be eliminated from further consideration.

4.0.2 The evaluation committee will evaluate the remaining proposals and determine whether to award the contract to the best proposal or to seek a best and final offer before awarding a contract. Selection and award will be based on the offeror’s proposal and other items outlined in this RFP. Responses must be complete and address all the criteria listed. Information or materials presented by offerors outside the formal response or subsequent “best and final offer”, if requested, will not be considered and will have no bearing on any award.

#### 4.1 Evaluation Criteria

The evaluation committee will review and evaluate the offers according to the following criteria:

<b>Company Service Qualifications</b>	<b>_____50_____ % of points</b>
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<b>Category</b>	<b>Section of RFP</b>	<b>Point Value</b>
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**Examples:**

A. Three references	_____	_____
B. Years in business	_____	_____
C. Implementation Plan	_____	_____
D. Organization	_____	_____
E. Sample evaluation	_____	_____

<b>Cost Analysis</b>	<b>_____ % of points</b>
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A.	_____	_____
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# APPENDIX A

## SAMPLE CONTRACT

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1. Parties
2. Effective Date, Duration and Renewal
3. Services and/or Supplies
4. Consideration/Payment
5. Access and Retention of Records
6. Assignment, Transfer and Subcontracting
7. Favorable Prices
8. Hold Harmless/Indemnification
9. Contract Performance Security
10. Insurance
11. Workers' Compensation/Independent Contractor
12. Intellectual Property
13. Compliance with Laws
14. Contract Termination
15. Liaison and Service of Notices
16. Meetings
17. Project Management and Implementation
18. Choice of Law and Venue
19. Scope, Amendment and Interpretation
20. Execution

(title)

XXXX XX, 2000

**1. PARTIES**

THIS CONTRACT, is entered into by and between the State of Montana, Montana State Library, (hereinafter referred to as the "State), whose address and phone number are 1515 E 6<sup>th</sup> Street, Helena, MT 59602, 406-444-3115, and \_\_\_\_\_, (hereinafter referred to as the "Contractor"), whose nine (9) digit Federal ID Number, address and phone number are \_\_\_\_\_, \_\_\_\_\_ and \_\_\_\_\_.

**THE PARTIES AGREE AS FOLLOWS:**

**2. EFFECTIVE DATE, DURATION AND RENEWAL**

(a) This contract (#XX-XXX) shall take effect on March 1, 2001. The Contract shall terminate on February 28, 2002, unless terminated earlier in accordance with the terms of this Contract.

**3. SERVICES AND/OR SUPPLIES**

Contractor agrees to provide to (State agency name) \_\_\_\_\_ the following (supplies, services, etc.) \_\_\_\_\_

**4. CONSIDERATION/PAYMENT**

(a) In consideration for the services (or supplies) to be provided, the State Library ) shall pay according to the following schedule: \_\_\_\_\_

(b) The State Library may withhold payments to the contractor if the contractor has not performed in accordance with this contract. Such withholding cannot be greater than the additional costs to \_\_\_\_\_ (agency) caused by the lack of performance.

(c) U.S. Funds: All prices and payments must be in U.S. dollars.

**5. ACCESS AND RETENTION OF RECORDS**

(a) The contractor agrees to provide the State Library, Legislative Auditor or their authorized agents access to any records necessary to determine contract compliance. (Ref: 18-1-118, MCA)  The contractor agrees to create and retain records supporting the services rendered (or supplies delivered) for a period of three years after either the completion date of this contract or the conclusion of any claim, litigation or exception relating to this contract taken by the State of Montana or a third party.

**6. ASSIGNMENT, TRANSFER AND SUBCONTRACTING**

The contractor shall not assign, transfer, or subcontract any portion of this contract without the express written consent of the State Library. (See 18-4-141, MCA).

**7. HOLD HARMLESS/INDEMNIFICATION**

The contractor agrees to indemnify the state, its officials, agents, and employees, while acting

within the scope of their duties as such, harmless from and against all claims, demands, and causes of action of any kind or character, including the cost of defense, arising in favor of the contractor's employees or third parties on account of bodily or personal injuries, death, or damage to property arising out of services performed, goods or rights to intellectual property provided or omissions of services or in any way resulting from the acts or omission of the contractor and/or its agents, employees, subcontractors or its representatives under this or a subsequent contract.

## 8. CONTRACT PERFORMANCE SECURITY

Contract performance security in the form of \_\_\_\_\_ in the amount of \_\_\_\_\_ has been received by the State Procurement Bureau and will be returned to the contractor after successful completion of the contract. This security must remain in effect for the entire contract period.

## 9. INSURANCE

**General Requirements:** The contractor shall maintain for the duration of the contract, at its cost and expense, insurance against claims for injuries to persons or damages to property, including contractual liability which may arise from or in connection with the performance of the work by the contractor, agents, employees, assigns, or subcontractors. The insurance shall cover such claims as may be caused by any negligent act or omission.

*(insert for commercial general liability only)*

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

*(insert for commercial general liability only)*

**Additional Insured Status:** The State, its officers, officials, employees, and volunteers are to be covered as additional insureds; for liability arising out of activities performed by or on behalf of the contractor, including the insured's general supervision of the contractor; products and completed operations; premises owned, leased, occupied, or used.

*(insert for automobile liability only)*

**Specific Requirements for Automobile Liability:** The contractor shall purchase and maintain Occurrence coverage with combined single limits for bodily injury, personal injury, and property damage of \_\_\_\_\_ per occurrence and \_\_\_\_\_ aggregate per year to cover such claims as may be caused by any act, omission, or negligence of the contractor or its officers, agents, representatives, assigns or subcontractors.

*(insert for automobile only)*

**Additional Insured Status:** The State, its officers, officials, employees, and volunteers are to be covered as additional insureds for automobiles leased, hired, or borrowed by the contractor.

*(insert for professional liability only)*

**Specific Requirements:** The contractor shall purchase and maintain Occurrence coverage with combined single limits for each wrongful act of \_\_\_\_\_ per occurrence and \_\_\_\_\_ aggregate per year to cover such claims as may be caused by any act, omission, negligence or the contractor or its officers, agents, representatives, assigns or subcontractors. Note: if "occurrence" coverage is unavailable or cost prohibitive, the contractor may provide claims made coverage with three years of additional tail to

commence at the conclusion of the contract at the discretion of the agency and with the prior approval of the State Procurement Bureau.

*(insert for all insurance types)*

**Deductibles and Self-Insured Retentions:** Any deductible or self-insured retention must be declared to and approved by the state agency. At the request of the agency either: 1) The insured shall reduce or eliminate such deductibles or self-insured retention's as respect to the State, its officers, officials, employees, and volunteers, or; 2) The contractor shall procure a bond guaranteeing payment of losses and related investigations, claims administration, and defense expenses.

*(insert for all insurance types)*

**Certificate of Insurance/Endorsements:** Insurances must be placed with an insurer with a Best's rating of no less than A-. The certificate must also include the State's purchase order number or contract number. This insurance must be maintained for the duration of the contract. The State Procurement Bureau must receive all required certificates and endorsements within 10 days from the date of the Request for Documents notice before a contract or purchase order will be issued. Work may not commence until a contract or purchase order is in place. The Contractor must notify the State immediately, of any material change in insurance coverage, such as changes in limits, coverage, change in status of policy, etc.

*(insert for all insurance types)*

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

## **10. WORKERS' COMPENSATION/INDEPENDENT CONTRACTOR**

Contractors are required to maintain Workers' Compensation or an Independent Contractors Exemption covering the contractor and/or employees while performing work for the State of Montana in accordance with 39-71-120/401/405, Montana Code Annotated. Neither the contractor nor its employees are employees of the State. This insurance/exemption must be valid for the entire contract period.

## **11. INTELLECTUAL PROPERTY**

(a) All patents and other legal rights in or to inventions arising out of activities funded in whole or in part by this contract must be available to the State for royalty-free and nonexclusive licensing. The contractor shall notify the Montana State Library in writing of any invention conceived or reduced to practice in the course of performance of this contract.

(b) The Montana State Library and the State shall have a royalty-free, nonexclusive, and irrevocable right to reproduce, publish or otherwise use and authorize others to use, copyrightable property created under this contract.

## **12. COMPLIANCE WITH LAWS**

The contractor must, in performance of work under this contract, fully comply with all applicable federal, state, or local laws, rules and regulations, including the Montana Human Rights Act, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Any subletting or subcontracting by the contractor subjects subcontractors to the same provision. In accordance with Section 49-3-207, MCA, the contractor agrees that the hiring of persons to perform this contract will be made on the basis of merit and qualifications and

there will be no discrimination on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing this contract.

**13. CONTRACT TERMINATION**

(a) The Montana State Library may, by written notice to the contractor, terminate this contract in whole or in part at any time the contractor fails to perform this contract.

(b) The Montana State Library at its sole discretion, may terminate or reduce the scope of this contract if available funding is reduced for any reason. (See 18-4-313(3), MCA).

**14. LIAISON AND SERVICE OF NOTICES**

Written notices or complaints will first be directed to the liaison.

**Contractor Liaison:**

\_\_\_\_\_ (Contact Name)  
\_\_\_\_\_ (Company Name)  
\_\_\_\_\_ (Address)  
\_\_\_\_\_ (City, State, ZIP)  
\_\_\_\_\_ (Telephone #)  
\_\_\_\_\_ (Fax #)

**Agency Liaison:**

\_\_\_\_\_ (Contact Name)  
\_\_\_\_\_ (Agency Name)  
\_\_\_\_\_ (Address)  
\_\_\_\_\_ (City, State, ZIP)  
\_\_\_\_\_ (Telephone #)  
\_\_\_\_\_ (Fax #)

**15. MEETINGS**

The contractor is required to meet with \_\_\_\_\_ (agency) personnel, or designated representatives, to resolve technical or contractual problems that may occur during the term of the contract. Meetings will occur as problems arise and will be coordinated by (agency) \_\_\_\_\_. The contractor will be given a minimum of three (3) full working days notice of meeting date, time, and location. Face to face meetings are desired. However, at the contractor's option and expense, a conference call meeting may be substituted. Consistent failure to participate in problem resolution meetings two (2) consecutive missed or rescheduled meetings), or to make a good faith effort to resolve problems, may result in termination of the contract.

**17. PROJECT MANAGEMENT AND IMPLEMENTATION**

All project management and coordination on behalf of the Montana State Library shall be through a single point of contact designated as the Montana State Library Project Manager. Contractor shall designate a Contractor Project Manager who will provide the single point of contact for management and coordination of contractor's work. All work performed pursuant to this contract shall be coordinated between the (agency) \_\_\_\_\_ Project Manager and the Contractor Project Manager.

\_\_\_\_\_ will be the (agency \_\_\_\_\_ Project Manager.

\_\_\_\_\_ will be the Contractor Project Manager.

(agency) \_\_\_\_\_ Project Manager/Contractor Project Manager may be changed by written notice to the other party.

**17. CHOICE OF LAW AND VENUE**

This contract is governed by the laws of Montana. The parties agree that any litigation concerning this bid, proposal 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. (See 18-1-401, MCA).

**18. SCOPE, AMENDMENT AND INTERPRETATION**

(a) This contract consists of \_\_\_ numbered pages, any Attachments as required, RFP # \_\_\_\_\_ as amended and the contractor's response as amended. In the case of dispute or ambiguity about the minimum levels of performance by the Contractor the order of precedence of document interpretation is in the same order.

(b) These documents contain the entire agreement of the parties. Any enlargement, alteration or modification requires a written amendment signed by both parties.

**19. EXECUTION**

The parties through their authorized agents have executed this contract on the dates set out below.

Montana State Library  
\_\_\_\_\_

CONTRACTOR'S NAME  
ADDRESS  
CITY, STATE, ZIP  
FEDERAL ID #

BY: \_\_\_\_\_  
(Name/Title)

BY: \_\_\_\_\_  
(Name/Title)

DATE: \_\_\_\_\_

BY: \_\_\_\_\_

Approved as to legal content:

Approved as to form:

\_\_\_\_\_  
Legal Counsel (Date)  
Department of \_\_\_\_\_

\_\_\_\_\_  
Contracts Officer (Date)  
State Procurement Bureau