



STATE OF MONTANA REQUEST FOR PROPOSAL (RFP)

RFP Number: 15-0104	RFP Title: City College Construction Project		
RFP Response Due Date and Time: June 17, 2015 2:00 p.m., Mountain Time		Number of Pages: 30	Issue Date: June 1, 2015

ISSUING AGENCY INFORMATION

Procurement Officer: Jill Brown	<u>Montana State University Billings</u> Phone: <u>406-657-2151</u> Fax: <u>406-657-2051</u> TTY Users, Dial 711
Website: http://vendor.mt.gov/	

INSTRUCTIONS TO OFFERORS

Return Sealed Proposal to: <u>Montana State University Billings</u> <u>Purchasing Department</u> <u>1500 University Drive</u> <u>Billings, MT 59101</u>	Mark Face of Envelope/Package with: RFP Number: 15-0104 RFP Response Due Date: June 17, 2015
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Special Instructions:

OFFERORS MUST COMPLETE THE FOLLOWING

Offeror Name/Address:	<hr/> (Name/Title) <hr/> (Signature)
	Print name and title and sign in ink. By submitting a response to this RFP, offeror acknowledges it understands and will comply with the RFP specifications and requirements.
Type of Entity (e.g., corporation, LLC, etc.)	Offeror Phone Number:
Offeror E-mail Address:	Offeror FAX Number:

OFFERORS MUST RETURN THIS COVER SHEET WITH RFP RESPONSE

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INSTRUCTIONS TO OFFERORS

It is the responsibility of each offeror to:

Follow the format required in the RFP when preparing your response. Provide responses in a clear and concise manner.

Provide complete answers/descriptions. Read and answer **all** questions and requirements. Proposals are evaluated based **solely** on the information and materials provided in your written response.

Use any forms provided, e.g., cover page, budget form, certification forms, etc.

Submit your response on time. Note all the dates and times listed in the Schedule of Events and within the document. Late proposals are *never* accepted.

The following items MUST be included in the response.
Failure to include ANY of these items may result in a nonresponsive determination.

- Signed Cover Sheet**
- Signed Addenda (if appropriate) in accordance with Section 1.4.3**
- Address all mandatory requirements in accordance with Section 1.5.3**
- Correctly executed State of Montana "Affidavit for Trade Secret Confidentiality" form, if claiming information to be confidential or proprietary in accordance with Section 2.3.1.**
- In addition to a detailed response to all requirements within Sections 3, 4, and 5, offeror must acknowledge that it has read, understands, and will comply with each section/subsection listed below by initialing the line to the left of each. If offeror cannot meet a particular requirement, provide a detailed explanation next to that requirement.**

- _____ Section 1, Introduction and Instructions
- _____ Section 2, RFP Standard Information
- _____ Section 3.1, Project House Owner Duties
- _____ Section 3.2, City College Duties
- _____ Section 3.3, Warranty
- _____ Section 4.1, University's Right to Investigate and Reject
- _____ Section 6, Evaluation Process
- _____ Appendix A, Standard Terms and Conditions
- _____ Appendix B, Contract
- _____ Appendix C, RFP Response Form

SCHEDULE OF EVENTS

<u>EVENT</u>	<u>DATE</u>
RFP Issue Date	6/01/15
Deadline for Receipt of Written Questions	6/08/2015
Deadline for Posting Written Responses to the State's Website	6/11/2015
RFP Response Due Date	6/17/2015
Intended Date for Contract Award	6/24/2015*

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

SECTION 1: INTRODUCTION AND INSTRUCTIONS

1.1 INTRODUCTION

The STATE OF MONTANA, **Montana State University Billings** ("State or University") is seeking a contractor to provide **the City College a construction project site and services**. A more complete description of the project to be provided is found in Section 3.

1.2 CONTRACT PERIOD

The contract period is for one academic year, beginning September 1st, 2015, and ending May 6, 2016. The parties may mutually agree to a renewal of this contract in 1-year intervals, or any interval that is advantageous to the University. This contract, including any renewals, may not exceed a total of 7 years, at the University's option.

1.3 SINGLE POINT OF CONTACT

From the date this Request for Proposal (RFP) is issued until an offeror is selected and announced by the procurement officer, **offerors shall not communicate with any University staff regarding this procurement, except at the direction of the Director of Business Services**, the procurement officer in charge of the solicitation. Any unauthorized contact may disqualify the offeror from further consideration. Contact information for the single point of contact is:

Procurement Officer: Jill Brown
Telephone Number: **406-657-2151**
Fax Number: **406-657-2051**
E-mail Address: jill.brown5@msubillings.edu

1.4 REQUIRED REVIEW

1.4.1 Review RFP. Offerors shall carefully review the entire RFP. Offerors shall promptly notify the procurement officer identified above via e-mail or in writing of any ambiguity, inconsistency, unduly restrictive specifications, or error that they discover. In this notice, the offeror shall include any terms or requirements within the RFP that preclude the offeror from responding or add unnecessary cost. Offerors shall provide an explanation with suggested modifications. The notice must be received by the deadline for receipt of inquiries set forth in Section 1.4.2. The University will determine any changes to the RFP.

1.4.2 Form of Questions. Offerors having questions or requiring clarification or interpretation of any section within this RFP must address these issues via e-mail or in writing to the procurement officer listed above on or before **June 8, 2015**. Offerors are to submit questions using the Vendor RFP Question and Answer Form available on the OneStop Vendor Information website at: <http://svc.mt.gov/gsd/OneStop/GSDDocuments.aspx> or by calling (406) 657-2151. Clear reference to the section, page, and item in question must be included in the form. Questions received after the deadline may not be considered.

1.4.3 University's Response. The University will provide a written response by **June 11, 2015** to all questions received by **June 8, 2015**. The University's response will be by written addendum and will be posted on the University's website with the RFP at <http://svc.mt.gov/gsd/OneStop/SolicitationDefault.aspx> by the close of business on the date listed. Any other form of interpretation, correction, or change to this RFP will not be binding upon the University. **Offerors shall sign and return with their RFP response an Acknowledgment of Addendum for any addendum issued.**

1.5 GENERAL REQUIREMENTS

1.5.1 Acceptance of Standard Terms and Conditions/Contract. *By submitting a response to this RFP, offeror accepts the standard terms and conditions and contract set out in Appendices A and B, respectively.* Much of the language included in the standard terms and conditions and contract reflects the requirements of Montana law.

Offerors requesting additions or exceptions to the standard terms and conditions, or to the contract terms, shall submit them to the procurement officer listed above by the date specified in Section 1.3. A request must be accompanied by an explanation why the exception is being sought and what specific effect it will have on the offeror's ability to respond to the RFP or perform the contract. The University reserves the right to address nonmaterial requests for exceptions to the standard terms and conditions and contract language with the highest scoring offeror during contract negotiation.

The University shall identify any revisions to the standard terms and conditions and contract language in a written addendum issued for this RFP. The addendum will apply to all offerors submitting a response to this RFP. The University will determine any changes to the standard terms and conditions and/or contract.

1.5.2 Resulting Contract. This RFP and any addenda, the offeror's RFP response, including any amendments, a best and final offer (if any), and any clarification question responses shall be incorporated by reference in any resulting contract.

1.5.3 Mandatory Requirements. To be eligible for consideration, an offeror *must* meet all mandatory requirements as listed in Sections 3.1.1, 3.1.2, 3.1.3, 3.1.4, 3.1.5, and 3.3. The University will determine whether an offeror's proposal complies with the requirements. Proposals that fail to meet any mandatory requirements listed in this RFP will be deemed nonresponsive.

1.5.4 Understanding of Specifications and Requirements. By submitting a response to this RFP, offeror acknowledges it understands and shall comply with the RFP specifications and requirements.

1.5.5 Offeror's Signature. Offeror's proposal must be signed in ink by an individual authorized to legally bind the offeror. The offeror's signature guarantees that the offer has been established without collusion. Offeror shall provide proof of authority of the person signing the RFP upon University's request.

1.5.6 Offer in Effect for 120 Calendar Days. Offeror agrees that it may not modify, withdraw, or cancel its proposal for a 120-day period following the RFP due date or receipt of best and final offer, if required.

1.6 SUBMITTING A PROPOSAL

1.6.1 Organization of Proposal. Offerors must submit a signed copy of the RFP cover sheet and the form attached as Appendix C to respond to this RFP. Offerors shall follow the response format outlined in Appendix C: RFP Response Form. Proposals should be bound, and must include tabbed dividers separating each section. Proposal pages must be consecutively numbered.

The University encourages offerors to use materials (e.g., paper, dividers, binders, brochures, etc.) that contain post-consumer recycled content. Offerors are encouraged to print/copy on both sides of each page.

1.6.2 Failure to Comply with Instructions. Offerors failing to comply with these instructions may be subject to point deductions. Further, the University may deem a proposal nonresponsive or disqualify it

from further consideration if it does not follow the response format, is difficult to read or understand, or is missing requested information.

1.6.3 Multiple Proposals. Offerors may, at their option, submit multiple proposals. Each proposal shall be evaluated separately.

1.6.4 Copies Required and Deadline for Receipt of Proposals. Offerors must submit **one original proposal and 5 copies** to the Montana State University Billings Purchasing Dept. The University reserves the right to request an electronic copy of the RFP response.

EACH PROPOSAL MUST BE SEALED AND LABELED ON THE OUTSIDE OF THE PACKAGE clearly indicating it is in response to RFP 15-0104. ***Proposals must be received at the reception desk of the University Purchasing Dept. prior to 2:00 p.m., Mountain Time, June 17, 2015. Offeror is solely responsible for assuring delivery to the reception desk by the designated time.***

1.6.5 Facsimile Responses. A facsimile response to an RFP will ONLY be accepted on an exception basis with prior approval of the procurement officer and only if it is received in its entirety by the specified deadline. Responses to RFPs received after the deadline will not be considered.

1.6.6 Late Proposals. ***Regardless of cause, the University shall not accept late proposals. Such proposals will automatically be disqualified from consideration.*** Offeror may request the University return the proposal at offeror's expense or the University will dispose of the proposal if requested by the offeror. (See Administrative Rules of Montana (ARM) 2.5.509.)

1.7 COSTS/OWNERSHIP OF MATERIALS

1.7.1 University Not Responsible for Preparation Costs. Offeror is solely responsible for all costs it incurs prior to contract execution.

1.7.2 Ownership of Timely Submitted Materials. The University shall own all materials submitted in response to this RFP.

SECTION 2: RFP STANDARD INFORMATION

2.1 AUTHORITY

The RFP is issued under 18-4-304, Montana Code Annotated (MCA) and ARM 2.5.602. The RFP process is a procurement option allowing the award to be based on stated evaluation criteria. The RFP states the relative importance of all evaluation criteria. The University shall use only the evaluation criteria outlined in this RFP.

2.2 OFFEROR COMPETITION

The University encourages free and open competition to obtain quality, cost-effective services and supplies. The University designs specifications, proposal requests, and conditions to accomplish this objective.

2.3 RECEIPT OF PROPOSALS AND PUBLIC INSPECTION

2.3.1 Public Information. Subject to exceptions provided by Montana law, all information received in response to this RFP, including copyrighted material, is public information. Proposals will be made available for public viewing and copying shortly after the proposal due date and time. The exceptions to this requirement are: (1) bona fide trade secrets meeting the requirements of the Uniform Trade Secrets Act, Title 30, chapter 14, part 4, MCA, that have been properly marked, separated, and documented; (2) matters involving individual safety as determined by the University; and (3) other constitutional protections. See 18-4-304, MCA. The University provides a copier for interested parties' use at \$0.10 per page. The interested party is responsible for the cost of copies and to provide personnel to do the copying.

2.3.2 Procurement Officer Review of Proposals. Upon opening the proposals in response to this RFP, the procurement officer will review the proposals for information that meets the exceptions in Section 2.3.1, providing the following conditions have been met:

- Confidential information (including any provided in electronic media) is clearly marked and separated from the rest of the proposal.
- The proposal does not contain confidential material in the cost or price section.
- An affidavit from the 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, is attached to each proposal containing trade secrets. Counsel must use the State of Montana "Affidavit for Trade Secret Confidentiality" form in requesting the trade secret claim. This affidavit form is available on the OneStop Vendor Information website at: <http://svc.mt.gov/gsd/OneStop/GSDDocuments.aspx> or by calling (406) 444-2575.

Information separated out under this process will be available for review only by the procurement officer, the evaluator/evaluation committee members, and limited other designees. Offerors shall pay all of its legal costs and related fees and expenses associated with defending a claim for confidentiality should another party submit a "right to know" (open records) request.

2.4 CLASSIFICATION AND EVALUATION OF PROPOSALS

2.4.1 Initial Classification of Proposals as Responsive or Nonresponsive. The University shall initially classify all proposals as either "responsive" or "nonresponsive" (ARM 2.5.602). The University may deem a proposal nonresponsive if: (1) any of the required information is not provided; (2) the submitted price is found to be excessive or inadequate as measured by the RFP criteria; or (3) the proposal does not meet RFP requirements and specifications. The University may find any proposal to be nonresponsive at any time

during the procurement process. If the University deems a proposal nonresponsive, it will not be considered further.

2.4.2 Determination of Responsibility. The procurement officer will determine whether an offeror has met the standards of responsibility consistent with ARM 2.5.407. An offeror may be determined nonresponsive at any time during the procurement process if information surfaces that supports a nonresponsive determination. If an offeror is found nonresponsive, the procurement officer will notify the offeror by mail. The determination will be included within the procurement file.

2.4.3 Evaluation of Proposals. An evaluator/evaluation committee will evaluate all responsive proposals based on stated criteria and recommend an award to the highest scoring offeror. The evaluator/evaluation committee may initiate discussion, negotiation, or a best and final offer. In scoring against stated criteria, the evaluator/evaluation committee may consider such factors as accepted industry standards and a comparative evaluation of other proposals in terms of differing price and quality. These scores will be used to determine the most advantageous offering to the University. If an evaluation committee meets to deliberate and evaluate the proposals, the public may attend and observe the evaluation committee deliberations.

2.4.4 Completeness of Proposals. Selection and award will be based on the offeror's proposal and other items outlined in this RFP. Proposals may not include references to information such as Internet websites, unless specifically requested. Information or materials presented by offerors outside the formal response or subsequent discussion, negotiation, or best and final offer, if requested, will not be considered, will have no bearing on any award, and may result in the offeror being disqualified from further consideration.

2.4.5 Opportunity for Discussion/Negotiation and/or Oral Presentation/Product Demonstration. After receipt of proposals and prior to the recommendation of award, the procurement officer may initiate discussions with one or more offerors should clarification or negotiation be necessary. Offerors may also be required to make an oral presentation and/or product demonstration to clarify their RFP response or to further define their offer. In either case, offerors should be prepared to send qualified personnel to **Billings**, Montana, to discuss technical and contractual aspects of their proposal. Oral presentations and product demonstrations, if requested, shall be at the offeror's expense.

2.4.6 Best and Final Offer. Under Montana law, the procurement officer may request a best and final offer if additional information is required to make a final decision. The University reserves the right to request a best and final offer based on price/cost alone. Please note that the University rarely requests a best and final offer on cost alone.

2.4.7 Evaluator/Evaluation Committee Recommendation for Contract Award. The evaluator/evaluation committee will provide a written recommendation for contract award to the procurement officer that contains the scores, justification, and rationale for the decision. The procurement officer will review the recommendation to ensure its compliance with the RFP process and criteria before concurring with the evaluator's/evaluation committee's recommendation.

2.4.8 Request for Documents Notice. Upon concurrence with the evaluator's/evaluation committee's recommendation, the procurement officer will request from the highest scoring offeror the required documents and information, such as insurance documents, contract performance security, an electronic copy of any requested material (e.g., proposal, response to clarification questions, and/or best and final offer), and any other necessary documents. Receipt of this request does not constitute a contract and **no work may begin until a contract signed by all parties is in place.** The procurement officer will notify all other offerors of the University's selection.

2.4.9 Contract Execution. Upon receipt of all required materials, a contract (Appendix B) incorporating the Standard Terms and Conditions (Appendix A), as well as the highest scoring offeror's proposal, will be provided to the highest scoring offeror for signature. The highest scoring offeror will be

expected to accept and agree to all material requirements contained in Appendices A and B of this RFP. If the highest scoring offeror does not accept all material requirements, the University may move to the next highest scoring offeror, or cancel the RFP. Work under the contract may begin when the contract is signed by all parties.

2.5 UNIVERSITY'S RIGHTS RESERVED

While the University has every intention to award a contract resulting from this RFP, issuance of the RFP in no way constitutes a commitment by the University to award and execute a contract. Upon a determination such actions would be in its best interest, the University, in its sole discretion, reserves the right to:

- Cancel or terminate this RFP (18-4-307, MCA);
- Reject any or all proposals received in response to this RFP (ARM 2.5.602);
- Waive any undesirable, inconsequential, or inconsistent provisions of this RFP that would not have significant impact on any proposal (ARM 2.5.505);
- Not award a contract, if it is in the University's best interest not to proceed with contract execution (ARM 2.5.602); or
- If awarded, terminate any contract if the University determines adequate state funds are not available (18-4-313, MCA).

SECTION 3: SCOPE OF SERVICES

To enable the University to determine the capabilities of an offeror to provide the project site & services specified in the RFP, the offeror shall respond to the following regarding its ability to meet the University's requirements.

All subsections of Section 3 not listed in the "Instructions to Offerors" on page 3 require a response. Restate the subsection number and the text immediately prior to your written response.

NOTE: Each item must be thoroughly addressed. Offerors taking exception to any requirements listed in this section may be found nonresponsive or be subject to point deductions.

Provision of Services

City College at Montana State University Billings is a unit of the Montana University System created and governed by Montana law.

City College at Montana State University Billings offers building trades coursework through its construction trades program. The object of the program is to teach the students building construction and carpentry skills. The program and the construction project will be referred to as the City College house or the project house. Offerors must be able to provide a site for the project house that will serve as the laboratory for this course work and fund the tasks that are to be completed by the City College students

The parties agree as follows:

3.1 Project House Owner Duties. The project house owner will fund the tasks that are to be completed by the City College students.

- 3.1.1 Project Site and Design. The project house owner must provide the project house site with a completed foundation and plans for construction for the City College house by 9/1/2015. The desired location of the building site is within 4 miles of City College (3803 Central Ave. Billings, MT 59102). No building site located further than 8 miles from City College will be considered. House plans must be 1 story with either a basement or crawlspace. Two story plans are not acceptable.
- 3.1.2 Funding and project house costs. The project house owner will fund the project house and provide all the necessary material for the City College Students to perform the tasks required to complete the laboratory portions of the following courses: CSTN 220, CSTN 230, CSTN 295, and CSTN 299. These course syllabuses are available upon request.
- 3.1.3 Project Management. The project house owner must provide a project manager to oversee the construction project. This person will meet with the City College Instructor at least once every two weeks to check on the quality and progress of the project. This person will also act as the point of contact for any issue arising during the completion of the tasks listed in 3.2.1

- 3.1.4 Insurance. As the owner of the project house, the project house owner must provide the necessary insurance on the property and structure during construction.
- 3.1.5 Sale of the City College house. The project house owner will arrange for the marketing and sale of the project house. The project house owner will bear all costs associated with the sale including marketing, sales commissions, and closing costs.

3.2 City College Duties City College students shall complete tasks usually performed by sub-contractors in a residential construction project. The parties recognize that these tasks are being undertaken by City College as an academic project for the benefit of its students.

- 3.2.1 Tasks to be completed. The parties agree that City College students will complete the following tasks at the project house:
- Framing
 - Setting roof trusses
 - Roofing the structure
 - Interior and exterior trim work
 - Exterior siding
 - Soffit and fascia installation
 - Cabinetry installation
 - Window and door installation
 - Flooring installation (tile, laminate, and hardwoods only)
 - Drywall Installation
 - Painting (limited)

This list is not comprehensive and may be adjusted to reflect the coursework for the construction program. City College students will not be responsible for any electrical, plumbing, HVAC, insulation, foundation, landscaping, grading or dirt work. The project house owner will select and schedule sub-contractors to perform the tasks not completed by City College students. All work performed by City College Students will be in accordance with current IRC and City of Billings codes and regulations. Quality will be highly emphasized.

- 3.2.2 Instruction. City College shall arrange for and shall be responsible for all costs associated with the academic and educational components of the project house. Such costs include, but shall not be limited to, school administrative costs, teaching costs, student transportation costs, and academic materials costs.
- 3.2.3 Students. City College instructors shall supervise and direct all City College students involved with the project house as an academic program. Students involved in completing tasks at the project house shall not be agents, employees, servants, or partners of either the project house owner or City_College. The benefit garnered by students working at the project house is academic, which shall be governed by the City College policies and procedures regarding its academic programs.
- 3.2.4 Access to Site. Access to the site will be approved in advance. Persons desiring access for purposes of tours, determining progress or other reasons shall request access by notifying either City College or the project house owner. The entity that approves access is responsible for notifying the on-site faculty member of date and time of the proposed access.

3.3 Warranty. The project house owner will be responsible for all costs associated with any warranty work after the final walk through and acceptance with City College. The project house owner will perform a construction walk through with the City College Instructor during the various phases of the tasks out lined in 2.a to ensure any errors are caught and corrected at that time. The City College instructor and students will not be available to correct any defects once the school year ends May 6, 2016.

3.4 Assignment and Subcontracting Except as otherwise provided herein, the parties shall not assign, transfer or subcontract any portion of this Agreement without the express written consent of the other party.

3.5 Signs The parties may, at their individual cost and expense, place suitable signs at the project house site for the purpose of indicating the nature of the business carried on by it, provided, however, that the design, size and materials of all signs are within the bounds of good taste and provided further that all of the said signs shall conform in every respect to all lawful governmental regulations pertaining thereto.

3.6 Binding Effect: Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties and to their successors and assigns.

SECTION 4: OFFEROR QUALIFICATIONS

All subsections of Section 4 not listed in the "Instructions to Offerors" on page 3 require a response. Restate the subsection number and the text immediately prior to your written response.

4.1 UNIVERSITY'S RIGHT TO INVESTIGATE AND REJECT

The University may make such investigations as deemed necessary to determine the offeror's ability to provide the project site and services specified. The University reserves the right to reject a proposal if the information submitted by, or investigation of, the offeror fails to satisfy the University's determination that the offeror is properly qualified to perform the obligations of the contract. *This includes the University's ability to reject the proposal based on negative references.*

4.2 OFFEROR QUALIFICATIONS

To enable the University to determine the capabilities of an offeror to provide the project site and the services specified in the RFP, the offeror shall respond to the following regarding its ability to meet the University's requirements. **THE RESPONSE, "(OFFEROR'S NAME) UNDERSTANDS AND WILL COMPLY," IS NOT APPROPRIATE FOR THIS SECTION.**

NOTE: Each item must be thoroughly addressed. Offerors taking exception to any requirements listed in this section may be found nonresponsive or be subject to point deductions.

4.2.2 Company Profile and Experience. Offeror shall provide documentation establishing the individual or company submitting the proposal has the qualifications and experience to provide the services specified in this RFP, including, at a minimum:

- a detailed description of any similar past projects, including the service type and dates the services were provided;
- the client for whom the services were provided; and
- a general description of the firm including its primary source of business, organizational structure and size, number of employees, years of experience performing services similar to those described within this RFP.

SECTION 5: COST PROPOSAL

All subsections of Section 5 not listed in the "Instructions to Offerors" on page 3 require a response. Restate the subsection number and the text immediately prior to your written response.

5.1 Donation. The parties agree that if the sale of the project house results in a net profit, the project house owner will donate a percentage of the net proceeds to the Montana State University Billings Foundation for the City College Construction Students through either scholarships or funding for program needs.

Contractor agree to donate _____% of a net profit on sale of home.

SECTION 6: EVALUATION PROCESS

6.1 BASIS OF EVALUATION

The evaluator/evaluation committee will review and evaluate the offers according to the following criteria based on a **total number of 200 points**.

The **Ability to Meet the Provision of Services, Company Profile and Experience**, portions of the proposal will be evaluated based on the following Scoring Guide. The **Cost Proposal** will be evaluated based on the formula set forth below.

Any response that fails to achieve a minimum score per the requirements of Section 2.4.5 will be eliminated from further consideration. A "fail" for any individual evaluation criterion may result in proposal disqualification at the discretion of the procurement officer.

SCORING GUIDE

In awarding points to the evaluation criteria, the evaluator/evaluation committee will consider the following guidelines:

Superior Response (95-100%): A superior response is an exceptional reply that completely and comprehensively meets all of the requirements of the RFP. In addition, the response may cover areas not originally addressed within the RFP and/or include additional information and recommendations that would prove both valuable and beneficial to the agency.

Good Response (75-94%): A good response clearly meets all the requirements of the RFP and demonstrates in an unambiguous and concise manner a thorough knowledge and understanding of the project, with no deficiencies noted.

Fair Response (60-74%): A fair response minimally meets most requirements set forth in the RFP. The offeror demonstrates some ability to comply with guidelines and requirements of the project, but knowledge of the subject matter is limited.

Failed Response (59% or less): A failed response does not meet the requirements set forth in the RFP. The offeror has not demonstrated sufficient knowledge of the subject matter.

6.2 EVALUATION CRITERIA

Category	Section of RFP	Point Value
Ability to Meet Provisions of Service		50% of points for a possible 100 points
Project Site and Design	3.1.1	
Funding & Project House Costs	3.1.2	
Project Management	3.1.3	
Sale of House	3.1.5	

Category	Section of RFP	Point Value
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Company Profile and Experience	25% of points for a possible 50 points
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Years of Relevant Experience	4.2.2
Relevant Past Projects	4.2.2

Cost Proposal	25% of points for a possible 50 points
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Donation	5.0
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Highest overall donation receives the maximum allotted points. All other proposals receive a percentage of the points available based on their cost relationship to the highest. Example: Total possible points for cost are 200. Offeror A's cost is \$20,000. Offeror B's cost is \$30,000. Offeror B would receive 200 points. Offeror A would receive 134 points ($\$20,000/\$30,000 = 67\% \times 200 \text{ points} = 134$).

$$\frac{\text{This Offeror's Total Cost}}{\text{Highest Responsive Offer Total Cost}} \times \text{Number of available points} = \text{Award Points}$$



APPENDIX A: STANDARD TERMS AND CONDITIONS

By submitting a response to this R, request for proposal, limited solicitation, or acceptance of a contract or purchase order, the vendor agrees to acceptance of the following Standard Terms and Conditions and any other provisions that are specific to this solicitation or contract.

ACCEPTANCE/REJECTION OF BIDS, PROPOSALS, OR LIMITED SOLICITATION RESPONSES: The University reserves the right to accept or reject any or all bids, proposals, or limited solicitation responses, wholly or in part, and to make awards in any manner deemed in the best interest of the University. Bids, proposals, and limited solicitation responses will be firm for thirty (30) days, unless stated otherwise in the text of the invitation for bid, request for proposal, or limited solicitation.

ACCESS AND RETENTION OF RECORDS: The contractor agrees to provide the University, Legislative Auditor, or their authorized agents, access to any records necessary to determine contract compliance. (Section 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 the contract or the conclusion of any claim, litigation, or exception relating to the contract taken by the University or third party.

ALTERATION OF SOLICITATION DOCUMENT: In the event of inconsistencies or contradictions between language contained in the University's solicitation document and a vendor's response, the language contained in the University's original solicitation document will prevail. Intentional manipulation and/or alteration of solicitation document language will result in the vendor's disqualification and possible debarment.

ASSIGNMENT, TRANSFER AND SUBCONTRACTING: The contractor shall not assign, transfer or subcontract any portion of the contract without the express written consent of the University. (Section 18-4-141, MCA.)

AUTHORITY: The attached bid, request for proposal, limited solicitation, or contract is issued under authority of Title 18, Montana Code Annotated, and the Administrative Rules of Montana, Title 2, chapter 5.

COMPLIANCE WITH LAWS: The Contractor shall, in performance of work under this contract, fully comply with all applicable federal, state, or local laws, rules, and regulations, including but not limited to, the Montana Human Rights Act, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Any subletting or subcontracting by the Contractor subjects subcontractors to the same provision. In accordance with 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 based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing this contract.

CONFORMANCE WITH CONTRACT: No alteration of the terms, conditions, delivery, price, quality, quantities, or specifications of the contract shall be granted without the University's prior written consent. Product or services provided that do not conform to the contract terms, conditions, and specifications may be rejected and returned at the Contractor's expense.

DEBARMENT: The contractor certifies, by submitting this bid or proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If the contractor cannot certify this statement, attach a written explanation for review by the University.

DISABILITY ACCOMMODATIONS: The University does not discriminate on the basis of disability in admission to, access to, or operations of its programs, services, or activities. Individuals who need aids, alternative document formats, or services for effective communications or other disability related accommodations in the programs and services offered are invited to make their needs and preferences known to this office. Interested parties should provide as much advance notice as possible.

FACSIMILE RESPONSES: Facsimile responses will be accepted for invitations for bids, small purchases, or limited solicitations ONLY if they are completely received by University Procurement prior to the time set for receipt. Bids, or portions thereof, received after the due time will not be considered. Facsimile responses to requests for proposals are ONLY accepted on an exception basis with prior approval of the procurement officer.

FAILURE TO HONOR BID/PROPOSAL: If a bidder/offeror to whom a contract is awarded refuses to accept the award (PO/contract) or fails to deliver in accordance with the contract terms and conditions, the University may, in its discretion, suspend the bidder/offeror for a period of time from entering into any contracts with the University.

FORCE MAJEURE: Neither party is responsible for failure to fulfill its obligations due to causes beyond its reasonable control, including without limitation, acts or omissions of government or military authority, acts of God, materials shortages, transportation delays, fires, floods, labor disturbances, riots, wars, terrorist acts, or any other causes, directly or indirectly beyond the reasonable control of the nonperforming party, so long as such party uses its best efforts to remedy such failure or delays. A party affected by a force majeure condition shall provide written notice to the other party within a reasonable time of the onset of the condition. In no event, however, shall the notice be provided later than 5 working days after the onset. If the notice is not provided within the 5 day

period, then a party may not claim a force majeure event. A force majeure condition suspends a party's obligations under this contract, unless the parties mutually agree that the obligation need not be performed because of the condition.

HOLD HARMLESS/INDEMNIFICATION: The Contractor agrees to protect, defend, and save the University, its elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands, causes of action of any kind or character, including the cost of defense thereof, arising in favor of the Contractor's employees or third parties on account of bodily or personal injuries, death, or damage to property arising out of services performed or omissions of services or in any way resulting from the acts or omissions of the Contractor and/or its agents, employees, representatives, assigns, subcontractors, except the sole negligence of the University, under this agreement.

LATE BIDS AND PROPOSALS: Regardless of cause, late bids and proposals will not be accepted and will automatically be disqualified from further consideration. It shall be solely the vendor's risk to ensure delivery at the designated office by the designated time. Late bids and proposals will not be opened and may be returned to the vendor at the expense of the vendor or destroyed if requested.

PAYMENT TERM: All payment terms will be computed from the date of delivery of supplies or services OR receipt of a properly executed invoice, whichever is later. Unless otherwise noted in the solicitation document, the University is allowed 30 days to pay such invoices. All contractors will be required to provide banking information at the time of contract execution in order to facilitate University electronic funds transfer payments.

RECIPROCAL PREFERENCE: The State of Montana applies a reciprocal preference against a vendor submitting a bid from a state or country that grants a residency preference to its resident businesses. A reciprocal preference is only applied to an invitation for bid for supplies or an invitation for bid for nonconstruction services for public works as defined in section 18-2-401(9), MCA, and then only if federal funds are not involved. For a list of states that grant resident preference, see <http://gsd.mt.gov/ProcurementServices/preferences.mcp.x>.

REDUCTION OF FUNDING: The State must terminate this contract if funds are not appropriated or otherwise made available to support the State's continuation of performance in a subsequent fiscal period. (See section 18-4-313(4), MCA.)

REFERENCE TO CONTRACT: The contract or purchase order number MUST appear on all invoices, packing lists, packages, and correspondence pertaining to the contract.

REGISTRATION WITH THE SECRETARY OF STATE: Any business intending to transact business in Montana must register with the Secretary of State. Businesses that are incorporated in another state or country, but which are conducting activity in Montana, must determine whether they are transacting business in Montana in accordance with sections 35-1-1026 and 35-8-1001, MCA. Such businesses may want to obtain the guidance of their attorney or accountant to determine whether their activity is considered transacting business.

If businesses determine that they are transacting business in Montana, they must register with the Secretary of State and obtain a certificate of authority to demonstrate that they are in good standing in Montana. To obtain registration materials, call the Office of the Secretary of State at (406) 444-3665, or visit their website at <http://sos.mt.gov>.

SEVERABILITY CLAUSE: A declaration by any court, or any other binding legal source, that any provision of the contract is illegal and void shall not affect the legality and enforceability of any other provision of the contract, unless the provisions are mutually dependent.

SHIPPING: Supplies shall be shipped prepaid, F.O.B. Destination, unless the contract specifies otherwise.

SOLICITATION DOCUMENT EXAMINATION: Vendors shall promptly notify University Procurement of any ambiguity, inconsistency, or error which they may discover upon examination of a solicitation document.

TAX EXEMPTION: Montana State University is exempt from Federal Excise Taxes (#81-6010045).

TECHNOLOGY ACCESS FOR BLIND OR VISUALLY IMPAIRED: Contractor acknowledges that no state funds may be expended for the purchase of information technology equipment and software for use by employees, program participants, or members of the public unless it provides blind or visually impaired individuals with access, including interactive use of the equipment and services, that is equivalent to that provided to individuals who are not blind or visually impaired. (Section 18-5-603, MCA.)

EIT STANDARDS: All Vendors selling information technology equipment and software to Montana State University must currently meet the WCAG 2.0 AA standards and be willing to certify that the software will be in compliance with such standards. More information on the WCAG 2.0 AA standards can be found here: <http://www.w3.org/WAI/intro/wcag.php>

TERMINATION OF CONTRACT: Unless otherwise stated, the University may, by written notice to the contractor, terminate the contract in whole or in part at any time the contractor fails to perform the contract.

U.S. FUNDS: All prices and payments must be in U.S. dollars.

VENUE: This solicitation is governed by the laws of Montana. The parties agree that any litigation concerning this bid, request for proposal, limited solicitation, or subsequent contract, must be brought in the Eighteenth Judicial District in and for the County of Gallatin, State of Montana, and each party shall pay its own costs and attorney fees. (Section 18-1-401, MCA.)

WARRANTIES: The Contractor warrants that the products offered conform to the specifications requested, are fit and sufficient for the purpose manufactured, are of good material and workmanship, and are free from defect. The Contractor further warrants that the products are new and unused and of the latest model or manufacture, unless the University specifies otherwise. Exceptions will be rejected.

WARRANTY FOR HARDWARE: The contractor warrants that hardware provided is free from defects in materials and workmanship and conforms to the specifications. The warranty period for provided hardware is a fixed period commencing on the date specified in a statement of work or applicable contract. If the hardware does not function as warranted during the warranty period and the contractor is unable to either: i) make it do so; or ii) replace it with one that is at least functionally equivalent, the University may return it to the contractor for a full refund.

WARRANTY FOR SERVICES: The contractor warrants that it performs all services using reasonable care and skill and according to its current description (including any completion criteria) contained in this contract. The University agrees to provide timely written notice of any failure to comply with this warranty so that the contractor can take corrective action.

WARRANTY FOR SOFTWARE: Upon initial installation of the software, the contractor warrants that: (i) the unmodified software will provide the features and functions, and will otherwise conform to all published documentation including on the contractor's website; and (ii) the media upon which the software is furnished will be free from defects in materials and workmanship under normal use and service.

The parties agree that the warranties set forth above do not require uninterrupted or error-free operation of hardware or services unless otherwise stated in the specifications.

These warranties are the University's exclusive warranties and replace all other warranties or conditions, express or implied, including, but not limited to, the implied warranties or conditions of merchantability and fitness for a particular purpose.

APPENDIX B: CONTRACT

City College Construction Project (INSERT CONTRACT NUMBER)

THIS CONTRACT is entered into by and between the State of Montana, **Montana State University Billings**, (State/University), whose address and phone number are 1500 University Drive, Billings, MT 59101, 406-657-2151 and **(insert name of contractor)**, (Contractor), whose address and phone number are **(insert address)** and **(insert phone number)**.

1. EFFECTIVE DATE, DURATION, AND RENEWAL

1.1 Contract Term. The contract's initial term is **September 1, 2015, (or upon contract execution)**, through **May 6, 2016**, unless terminated earlier as provided in this contract. In no event is this contract binding on the University unless the University's authorized representative has signed it. The legal counsel signature approving legal content of the contract and the procurement officer signature approving the form of the contract do not constitute an authorized signature.

1.2 Contract Renewal. The University may renew this contract under its then-existing terms and conditions (subject to potential cost adjustments described below in section 2) in **1**-year intervals, or any interval that is advantageous to the University. This contract, including any renewals, may not exceed a total of **7** years.

2. NA

3. SERVICES AND/OR SUPPLIES

Contractor shall provide the University the following services and project site as specified in the Provisions of Services as listed in the RFP 15-104.

4. WARRANTIES

4.2 Warranty of Services. Contractor warrants that the services provided conform to the contract requirements, including all descriptions, specifications and attachments made a part of this contract. The University's acceptance of services provided by Contractor shall not relieve Contractor from its obligations under this warranty. In addition to its other remedies under this contract, at law, or in equity, the University may, at Contractor's expense, require prompt correction of any services failing to meet Contractor's warranty herein. Services corrected by Contractor shall be subject to all the provisions of this contract in the manner and to the same extent as services originally furnished.

5. CONSIDERATION/PAYMENT

5.1 Payment Schedule. In consideration of the services to be provided, the Contractor shall pay the University the approved donation from the sell within 45 days of closing.

6. NA

7. NA

8. NA

9. **ACCESS AND RETENTION OF RECORDS**

9.1 Access to Records. Contractor shall provide the State, Legislative Auditor, or their authorized agents access to any records necessary to determine contract compliance. The University may terminate this contract under section 23, without incurring liability, for the Contractor's refusal to allow access as required by this section. (18-1-118, MCA.)

9.2 Retention Period. Contractor shall create and retain all records supporting the services rendered for a period of eight years after either the completion date of this contract or termination of the contract.

10. **ASSIGNMENT, TRANSFER, AND SUBCONTRACTING**

Contractor may not assign, transfer, or subcontract any portion of this contract without the University's prior written consent. (18-4-141, MCA.) Contractor is responsible to the University 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 Contractor. No contractual relationships exist between any subcontractor and the University under this contract.

11. **HOLD HARMLESS/INDEMNIFICATION**

Contractor agrees to protect, defend, and save the University, its elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands, causes of action of any kind or character, including the cost of defense thereof, arising in favor of Contractor's employees or third parties on account of bodily or personal injuries, death, or damage to property arising out of services performed or omissions of services or in any way resulting from the acts or omissions of Contractor and/or its agents, employees, representatives, assigns, subcontractors, except the sole negligence of the University, under this contract.

12. **NA**

13. **REQUIRED INSURANCE**

13.1 General Requirements. Contractor shall maintain for the duration of this 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 Contractor, agents, employees, representatives, assigns, or subcontractors. This insurance shall cover such claims as may be caused by any negligent act or omission.

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

13.3 Specific Requirements for Commercial General Liability. Contractor shall purchase and maintain occurrence coverage with combined single limits for bodily injury, personal injury, and property damage of **(insert dollar amount)** per occurrence and **(insert dollar amount)** aggregate per year to cover

such claims as may be caused by any act, omission, or negligence of Contractor or its officers, agents, representatives, assigns, or subcontractors.

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

13.4 Specific Requirements for Automobile Liability. Contractor shall purchase and maintain coverage with split limits of \$1,000,000 per person (personal injury), \$1,000,000 per accident occurrence (personal injury), and \$100,000 per accident occurrence (property damage), OR combined single limits of \$1,000,000 per occurrence to cover such claims as may be caused by any act, omission, or negligence of Contractor or its officers, agents, representatives, assigns, or subcontractors.

The University, its officers, officials, employees, and volunteers are to be covered as additional insureds for automobiles leased, owned, or borrowed by Contractor.

13.5 Specific Requirements for Professional Liability. Contractor shall purchase and maintain occurrence coverage with combined single limits for each wrongful act of \$100,000 per occurrence and \$1,000,000 aggregate per year to cover such claims as may be caused by any act, omission, negligence of Contractor or its officers, agents, representatives, assigns, or subcontractors. Note: If "occurrence" coverage is unavailable or cost prohibitive, Contractor may provide "claims made" coverage provided the following conditions are met: (1) the commencement date of this contract must not fall outside the effective date of insurance coverage and it will be the retroactive date for insurance coverage in future years; and (2) the claims made policy must have a three-year tail for claims that are made (filed) after the cancellation or expiration date of the policy.

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

13.7 Certificate of Insurance/Endorsements. A certificate of insurance from an insurer with a Best's rating of no less than A- indicating compliance with the required coverage's, has been received by the Administrative Vice Chancellor Office at MSU Billings, 1500 University Drive, Billings, MT 59101. Contractor must notify the University immediately of any material change in insurance coverage, such as changes in limits, coverages, change in status of policy, etc. The University reserves the right to require complete copies of insurance policies at all times.

14. COMPLIANCE WITH WORKERS' COMPENSATION ACT

Contractor shall comply with the provisions of the Montana Workers' Compensation Act while performing work for the State of Montana in accordance with 39-71-401, 39-71-405, and 39-71-417, MCA. Proof of compliance must be in the form of workers' compensation insurance, an independent contractor's exemption, or documentation of corporate officer status. Neither Contractor, its employees, volunteers nor student interns are University employees. Student interns are to be covered under the contractor's workers compensations policy. This insurance/exemption must be valid for the entire contract term and any renewal. Upon expiration, a renewal document must be sent to the Administrative Vice Chancellor's Office at MSU Billings, 1500 University Drive, Billings, MT 59101.

15. COMPLIANCE WITH LAWS

Contractor shall, in performance of work under this contract, fully comply with all applicable federal, state, or local laws, rules, and regulations, including but not limited to, the Montana Human Rights Act, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Any subletting or subcontracting by Contractor subjects subcontractors to the same provision. In accordance with 49-3-207, MCA, 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 based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing this contract.

16. DISABILITY ACCOMMODATIONS

The University does not discriminate on the basis of disability in admission to, access to, or operations of its programs, services, or activities. Individuals who need aids, alternative document formats, or services for effective communications or other disability related accommodations in the programs and services offered are invited to make their needs and preferences known to this office. Interested parties should provide as much advance notice as possible.

17. NA

18. REGISTRATION WITH THE SECRETARY OF STATE

Any business intending to transact business in Montana must register with the Secretary of State. Businesses that are incorporated in another state or country, but which are conducting activity in Montana, must determine whether they are transacting business in Montana in accordance with 35-1-1026 and 35-8-1001, MCA. Such businesses may want to obtain the guidance of their attorney or accountant to determine whether their activity is considered transacting business.

If businesses determine that they are transacting business in Montana, they must register with the Secretary of State and obtain a certificate of authority to demonstrate that they are in good standing in Montana. To obtain registration materials, call the Office of the Secretary of State at (406) 444-3665, or visit their website at <http://sos.mt.gov>.

19. NA

20. NA

21. NA

22. NA

23. CONTRACT TERMINATION

23.1 Termination for Convenience. The University may, by written notice to Contractor, terminate this contract without cause and without incurring liability to Contractor. The University shall give notice of termination to Contractor at least **30** days before the effective date of termination. The University shall pay Contractor only that amount, or prorated portion thereof, owed to Contractor up to the date the University's termination takes effect. This is Contractor's sole remedy. The University shall not be liable to Contractor for any other payments or damages arising from termination under this section, including but not limited to general, special, or consequential damages such as lost profits or revenues.

23.2 Termination for Cause with Notice to Cure Requirement. Contractor may terminate this contract for the University's failure to perform any of its duties under this contract after giving the University written notice of the failure. The written notice must demand performance of the stated failure within a specified period of time of not less than **30**. If the demanded performance is not completed within the specified period, the termination is effective at the end of the specified period.

23.3 Reduction of Funding. The University must by law terminate this contract if funds are not appropriated or otherwise made available to support the University's continuation of performance of this contract in a subsequent fiscal period. (18-4-313(4), MCA.) If state or federal government funds are not appropriated or otherwise made available through the state budgeting process to support continued performance of this contract (whether at an initial contract payment level or any contract increases to that initial level) in subsequent fiscal periods, the University shall terminate this contract as required by law. The University shall provide Contractor the date the University's termination shall take effect. The University shall not be liable to Contractor for any payment that would have been payable had the contract not been terminated under this provision. As stated above, the University shall be liable to Contractor only for the payment, or prorated portion of that payment, owed to Contractor up to the date the University's termination takes effect. This is Contractor's sole remedy. The University shall not be liable to Contractor for any other payments or damages arising from termination under this section, including but not limited to general, special, or consequential damages such as lost profits or revenues.

24. EVENT OF BREACH – REMEDIES

24.1 Event of Breach by Contractor. Any one or more of the following Contractor acts or omissions constitute an event of material breach under this contract:

- products or services furnished fail to conform to any requirement;
- failure to submit any report required by this contract;
- failure to perform any of the other terms and conditions of this contract, including but not limited to beginning work under this contract without prior University approval or breaching Section 29.1 obligations; or
- voluntary or involuntary bankruptcy or receivership.

24.2 Event of Breach by University. The University's failure to perform any material terms or conditions of this contract constitutes an event of breach.

24.3 Actions in Event of Breach.

Upon Contractor's material breach, the University may:

- terminate this contract under Section 23.1 and pursue any of its remedies under this contract, at law, or in equity; or
- treat this contract as materially breached and pursue any of its remedies under this contract, at law, or in equity.

Upon the University's material breach, Contractor may:

- terminate this contract under Section 23.2 and pursue any of its remedies under this contract, at law, or in equity; or
- treat this contract as materially breached and, except as the remedy is limited in this contract, pursue any of its remedies under this contract, at law, or in equity.

25. FORCE MAJEURE

Neither party is responsible for failure to fulfill its obligations due to causes beyond its reasonable control, including without limitation, acts or omissions of government or military authority, acts of God, materials shortages, transportation delays, fires, floods, labor disturbances, riots, wars, terrorist acts, or any other causes, directly or indirectly beyond the reasonable control of the nonperforming party, so long as such party uses its best efforts to remedy such failure or delays. A party affected by a force majeure condition shall provide written notice to the other party within a reasonable time of the onset of the condition. In no event, however, shall the notice be provided later than five working days after the onset. If the notice is not

provided within the five day period, then a party may not claim a force majeure event. A force majeure condition suspends a party's obligations under this contract, unless the parties mutually agree that the obligation is excused because of the condition.

26. WAIVER OF BREACH

Either party's failure to enforce any contract provisions after any event of breach is not a waiver of its right to enforce the provisions and exercise appropriate remedies if the breach occurs again. Neither party may assert the defense of waiver in these situations.

27. CONFORMANCE WITH CONTRACT

No alteration of the terms, conditions, delivery, price, quality, quantities, or specifications of the contract shall be granted without the State Procurement Bureau's prior written consent. Product or services provided that do not conform to the contract terms, conditions, and specifications may be rejected and returned at Contractor's expense.

28. LIAISONS AND SERVICE OF NOTICES

28.1 Contract Liaisons. All project management and coordination on the University's behalf must be through a single point of contact designated as the University's liaison. Contractor shall designate a liaison that will provide the single point of contact for management and coordination of Contractor's work. All work performed under this contract must be coordinated between the University's liaison and Contractor's liaison.

_____ is the University's liaison.

- (Address):
- (City, State, ZIP):
- Telephone:
- Cell Phone:
- Fax:
- E-mail:

_____ is Contractor's liaison.

- (Address):
- (City, State, ZIP):
- Telephone:
- Cell Phone:
- Fax:
- E-mail:

28.2 Notifications. The University's liaison and Contractor's liaison may be changed by written notice to the other party. Written notices, requests, or complaints must first be directed to the liaison. Notice may be provided by personal service, mail, or facsimile. If notice is provided by personal service or facsimile, the notice is effective upon receipt; if notice is provided by mail, the notice is effective within three business days of mailing. A signed and dated acknowledgement of the notice is required of both parties.

29. MEETINGS

29.1 Technical or Contractual Problems. Contractor shall meet with the University's personnel, or designated representatives, to resolve technical or contractual problems occurring during the contract term or to discuss the progress made by Contractor and the University in the performance of their respective obligations, at no additional cost to the University. The University may request the meetings as problems

arise and will be coordinated by the University. The University shall provide Contractor a minimum of three full working days' notice of meeting date, time, and location. Face-to-face meetings are desired; however, at Contractor's option and expense, a conference call meeting may be substituted. Contractor's consistent failure to participate in problem resolution meetings, Contractor missing or rescheduling two consecutive meetings, or Contractor's failure to make a good faith effort to resolve problems may result in termination of the contract.

29.2 Progress Meetings. During the term of this contract, the University's Project Manager shall plan and schedule progress meetings with Contractor to discuss Contractor's and the University's progress in the performance of their respective obligations. These progress meetings will include the University Project Manager, the Contractor Project Manager, and any other additional personnel involved in the performance of this contract as required. At each meeting, Contractor shall provide the University with a written status report that identifies any problem or circumstance encountered by Contractor, or of which Contractor gained knowledge during the period since the last such status report, which may prevent Contractor from completing any of its obligations or may generate charges in excess of those previously agreed to by the parties. This may include the failure or inadequacy of the University to perform its obligation under this contract. Contractor shall identify the amount of excess charges, if any, and the cause of any identified problem or circumstance and the steps taken to remedy the same.

29.3 Failure to Notify. If Contractor fails to specify in writing any problem or circumstance that materially affects the costs of its delivery of services or products, including a material breach by the University, about which Contractor knew or reasonably should have known with respect to the period during the term covered by Contractor's status report, Contractor shall not be entitled to rely upon such problem or circumstance as a purported justification for an increase in the price for the agreed upon scope.

29.4 University's Failure or Delay. For a problem or circumstance identified in Contractor's status report in which Contractor claims was the result of the University's failure or delay in discharging any University obligation, the University shall review same and determine if such problem or circumstance was in fact the result of such failure or delay. If the University agrees as to the cause of such problem or circumstance, then the parties shall extend any deadlines or due dates affected thereby, and provide for any additional charges by Contractor. This is Contractor's sole remedy. If the University does not agree as to the cause of such problem or circumstance, the parties shall each attempt to resolve the problem or circumstance in a manner satisfactory to both parties.

30. TRANSITION ASSISTANCE

If this contract is not renewed at the end of this term, if the contract is otherwise terminated before project completion, or if particular work on a project is terminated for any reason, Contractor shall provide transition assistance for a reasonable, mutually agreed period of time after the expiration or termination of this contract or particular work under this contract. The purpose of this assistance is to allow for the expired or terminated portion of the services to continue without interruption or adverse effect, and to facilitate the orderly transfer of such services to the University or its designees. The parties agree that such transition assistance is governed by the terms and conditions of this contract, except for those terms or conditions that do not reasonably apply to such transition assistance. The University shall pay Contractor for any resources utilized in performing such transition assistance at the most current contract rates. If the University terminates a project or this contract for cause, then the University may offset the cost of paying Contractor for the additional resources Contractor utilized in providing transition assistance with any damages the University may have sustained as a result of Contractor's breach.

31. CHOICE OF LAW AND VENUE

Montana law governs this contract. The parties agree that any litigation concerning this bid, proposal, or this 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. (18-1-401, MCA.)

32. TAX EXEMPTION

The State of Montana is exempt from Federal Excise Taxes (#81-0302402).

33. AUTHORITY

This contract is issued under authority of Title 18, Montana Code Annotated, and the Administrative Rules of Montana, Title 2, chapter 5.

34. SEVERABILITY CLAUSE

A declaration by any court or any other binding legal source that any provision of the contract is illegal and void shall not affect the legality and enforceability of any other provision of the contract, unless the provisions are mutually and materially dependent.

35. SCOPE, ENTIRE AGREEMENT, AND AMENDMENT

35.1 Contract. This contract consists of **(insert number)** numbered pages, any Attachments as required, Solicitation # 15-0104, as amended, and Contractor's response, as amended. In the case of dispute or ambiguity arising between or among the documents, the order of precedence of document interpretation is the same.

35.2 Entire Agreement. These documents are the entire agreement of the parties. They supersede all prior agreements, representations, and understandings. Any amendment or modification must be in a written agreement signed by the parties.

36. WAIVER

The University's waiver of any Contractor obligation or responsibility in a specific situation is not a waiver in a future similar situation or is not a waiver of any other Contractor obligation or responsibility.

37. EXECUTION

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

Montana University State Billings
City College
3803 central Ave
Billings, MT 59102

(INSERT CONTRACTOR'S NAME)
(Insert Address)
(Insert City, State, Zip)
FEDERAL ID #

BY: _____
(Name/Title)

BY: _____
(Name/Title)

(Signature)

(Signature)

DATE: _____

DATE: _____

Approved as to Legal Content:

Legal Counsel (Date)

Approved as to Form:

Procurement Officer (Date)
State Procurement Bureau

APPENDIX C: RFP RESPONSE FORM

1. Offeror must provide a signed copy of the RFP Cover Sheet.
2. Offeror must include the "Instructions to Offerors" page.

OFFEROR MUST PROVIDE THE FOLLOWING INFORMATION THAT WILL BE EVALUATED BY THE RFP EVALUATOR/EVALUATION COMMITTEE:

3. Provision of Services (Section 3).
4. Company Profile and Experience (Section 4.2.2).
5. Cost Proposal (Section 5.0).
6. **Completeness of Proposal.** An offeror's response must be complete at the time of submittal and contain all the reference materials necessary to provide a complete response to the RFP. Unless specifically requested in the RFP, an offeror making the statement "Refer to our literature..." or "Please see www.....com" may be deemed nonresponsive or receive point deductions. If making reference to materials located in another section of the RFP response, specific page numbers and sections must be noted. **The Evaluator/Evaluation Committee is not required to search through literature or another section of the proposal to find a response.**
7. **Copies Required and Deadline for Receipt of Proposals.** Offerors must submit **one original proposal and five copies** to the University Purchasing Department. The University reserves the right to request an electronic copy of the RFP response.

EACH PROPOSAL MUST BE SEALED AND LABELED ON THE OUTSIDE OF THE PACKAGE clearly indicating it is in response to RFP15-0104. ***Proposals must be received at the reception desk of the Montana State University Purchasing Dept. prior to 2:00 p.m., Mountain Time, June 17, 2015. Offeror is solely responsible for assuring delivery to the reception desk by the designated time. Facsimile or electronic submissions are not acceptable.***

Mailing Address:
Montana State University Billings
Purchasing Dept.
1500 University Drive
Billings, MT 59101

Physical Address:
Montana State University Billings
Purchasing Dept. McMullen Hall
1500 University Drive
Billings, MT 59101