



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

IFB Number: 14-2945R	IFB Title: AUDIOLOGICAL SERVICES FOR OFFICE OF PUBLIC INSTRUCTION
IFB Due Date and Time: THURSDAY, APRIL 24, 2014 2:00 p.m., Local Time	Number of Pages: 21

ISSUING AGENCY INFORMATION	
Procurement Officer: RHONDA R. GRANDY	Issue Date: 4/7/2014
State Procurement Bureau General Services Division Department of Administration Room 165, Mitchell Building 125 North Roberts Street P.O. Box 200135 Helena, MT 59620-0135	Phone: (406) 444-2575 Fax: (406) 444-2529 TTY Users, Dial 711 Website: http://vendor.mt.gov/

INSTRUCTIONS TO BIDDERS	
COMPLETE THE INFORMATION BELOW AND RETURN THIS PAGE WITH YOUR BID AND ANY REQUIRED DOCUMENTS TO THE ADDRESS LISTED ABOVE UNDER "ISSUING AGENCY INFORMATION."	Mark Face of Envelope/Package: IFB Number: 14-2945R IFB Due Date: 4/24/2014
	Special Instructions:

BIDDERS MUST COMPLETE THE FOLLOWING	
Payment Terms: Net 30 days	Delivery Date:
Bidder Name/Address:	Authorized Bidder Signatory: (Please print name and sign in ink)
Bidder Phone Number:	Bidder FAX Number:
Bidder E-mail Address:	

IMPORTANT: SEE STANDARD TERMS AND CONDITIONS

TABLE OF CONTENTS

	<u>PAGE</u>
Standard Terms and Conditions	3
Section 1: General Requirements	4
1.0 Introduction	4
1.1 Contract.....	4
1.2 Instructions to Bidders	4
1.3 Bid Submission.....	5
1.4 Change or Withdrawal of Bids	5
1.5 Bid Awards	5
1.6 Preference Not Applied	6
1.7 Purchasing Card.....	6
Section 2: Scope of Services	7
2.1 Purpose.....	7
2.2 Definition of Terms	7
2.3 Delivery of Services.....	8
2.4 Administration of Services	12
2.5 Area-by-Area Award(s).....	13
Appendix A: Sample Contract	14
Appendix B: Area Map	21
IFB Checklist	22

Standard Terms and Conditions

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

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

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

DEBARMENT: 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 Contractor cannot certify this statement, attach a written explanation for review by the State.

FACSIMILE RESPONSES: Facsimile responses will be accepted for invitations for bids, small purchases, or limited solicitations ONLY if they are completely received by the State Procurement Bureau 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 department may, in its discretion, suspend the bidder/offeror for a period of time from entering into any contracts with the State of Montana.

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.

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>.

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

SECTION 1: GENERAL REQUIREMENTS

1.0 INTRODUCTION

The STATE OF MONTANA, Department of Office of Public Instruction (hereinafter referred to as "the State") is seeking a contractor to provide technical audiological advisement services, training, preschool screening, screening review "in-school assessments" following screening, referral services, and follow-up audiological evaluation services when appropriate. The requirement specifications for each area are the same. A more complete description of the services sought for this project is provided in Section 2, Scope of Project. Proposals submitted in response to this solicitation must comply with the instructions and procedures contained herein.

1.1 CONTRACT TERM

The contract term is for a period of one year beginning July 1, 2014 and ending June 30, 2015. Renewals of the contract, by mutual agreement of both parties, may be made at one-year intervals, or any interval that is advantageous to the State. This contract, including any renewals, may not exceed a total of seven years, at the option of the State.

1.2 INSTRUCTIONS TO BIDDERS

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

Procurement Officer: Rhonda R. Grandy
Address: 125 N. Roberts, Room 165 Mitchell Building
PO Box 200135
Helena, MT 59620
Telephone Number: 406-444-3320
Fax Number: 406-444-2529
E-mail Address: rhgrandy@mt.gov

1.2.2 Examination of Solicitation Documents and Explanation to Bidders. Bidders are responsible for examining the solicitation documents and any addenda issued to become informed as to all conditions that might in any way affect the cost or performance of any work. Failure to do so will be at the sole risk of the bidder. Should the bidder find discrepancies in or omissions from the solicitation documents, or should their intent or meaning appear unclear or ambiguous, or should any other question arise relative to the solicitation documents, the bidder shall promptly notify the procurement officer in writing. The bidder making such request will be solely responsible for its timely receipt by the procurement officer. Replies to such notices may be made in the form of an addendum to the solicitation.

1.2.3 Interpretation or Representations. The State of Montana assumes no responsibility for any interpretation or representations made by any of its officers or agents unless interpretations or representations are incorporated into a formal written addendum to the solicitation.

1.2.4 Acknowledgment of Addendum. If the IFB is amended, then all terms and conditions which are not modified remain unchanged. It is the bidder's responsibility to keep informed of any changes to the solicitation. **Bidders must sign and return with their bid an Acknowledgment of Addendum for any addendum issued.** Bids that fail to include an Acknowledgment of Addendum may be considered nonresponsive.

1.2.5 Extension of Prices. In the case of error in the extension of prices in the bid, the unit price will govern. In a lot bid, the lot price will govern.

1.2.6 Bid Preparation Costs. The costs for developing and delivering responses to this IFB are entirely the responsibility of the bidder. The State is not liable for any expense incurred by the bidder in the preparation and presentation of their bid or any other costs incurred by the bidder prior to execution of a purchase order or contract.

1.3 BID SUBMISSION

1.3.1 Bids Must Be Sealed and Labeled. Bids must be sealed and labeled on the outside of the package to clearly indicate that they are in response to IFB 14-2945R. ***Bids must be received at the receptionist's desk of the State Procurement Bureau, 125 North Roberts, Mitchell Bldg., Helena, MT 59602 prior to 2:00 pm local time, Thursday, April 24, 2014.*** All prices and notations must be printed in ink or typewritten. Errors should be crossed out, corrections entered, and initialed by the person signing the bid.

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

1.3.3 Bidder's Signature. The solicitation must be signed in ink by an individual authorized to legally bind the business submitting the bid. The bidder's signature on a bid in response to this IFB guarantees that the offer has been established without collusion and without effort to preclude the State of Montana from obtaining the best possible supply or service.

1.3.4 Alternate Bids. Vendors may submit alternate bids (a bid on supplies other than specified). Alternate bids are considered only if the vendor is the lowest responsible vendor on their primary bid. Bids must be clearly identified as "Primary" and "Alternate."

1.4 CHANGE OR WITHDRAWAL OF BIDS

1.4.1 Change or Withdrawal PRIOR to Bid Opening. Should any bidder desire to change or withdraw a bid prior to the scheduled opening, the bidder may do so by making such request in writing to the procurement officer listed in Section 1.2.1 above. This communication must be received prior to the date and hour of the bid opening by a request in writing or facsimile to the procurement officer (e-mail notices containing prices are not allowed and will be disqualified).

1.4.2 Change AFTER Bid Opening But Prior to Bid Award. After bids are opened, they may not be changed except to correct patently obvious mistakes and minor variations as allowed by ARM 2.5.505. The bidder shall submit verification of the correct bid to the State prior to the final award by the State.

1.5 BID AWARDS

1.5.1 Basis for Award. Bid award, if made, will be to the responsive and responsible bidder who offers the lowest cost to the State in accordance with the specifications set forth in the invitation for bid.

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

- Cancel or terminate this IFB (18-4-307, MCA);
- Waive any undesirable, inconsequential, or inconsistent provisions of this IFB which would not have significant impact on any bid (ARM 2.5.505); or
- If awarded, terminate any contract if the State determines adequate state funds are not available (18-4-313, MCA).

1.6 PREFERENCE NOT APPLIED

Reciprocal preference will not be applied to this purchase because federal funds are involved (ARM 2.5.408).

1.7 PURCHASING CARD

The State of Montana has a Purchasing Card Program in place that gives agencies the ability to charge purchases made from these contracts. The State of Montana prefers this method of payment.

SECTION 2: SCOPE OF SERVICES

THE OFFICE OF PUBLIC INSTRUCTION GUIDELINES FOR AN EDUCATIONAL HEARING CONSERVATION PROGRAM

2.1 PURPOSE

The purposes of the Hearing Conservation Program (HCP) are as follows:

- To identify children with educationally significant hearing losses through hearing screening, on-site audiology procedures, and comprehensive hearing evaluations;
- To assist schools and parents in determining appropriate educational placement and intervention;
- To serve as a consultant to school personnel, parents, and students regarding potential educational effects of an identified student's hearing impairment and the function of hearing aids and assistive listening devices;
- To provide consultative services regarding hearing aids, cochlear implants, assistive listening devices, and, where appropriate, classroom acoustics;
- To provide education, as needed, regarding the prevention of hearing loss; and
- To provide follow-up support to children, families and schools.

The Hearing Conservation Program works in partnership with the public school system. The public schools take on the primary responsibility of conducting hearing screening and rescreening of school-age children. The Hearing Conservation Program provides training and technical assistance, comprehensive hearing evaluations, and follow-up technical assistance and support to schools and families in the event the child has a confirmed hearing loss.

The audiologist under contract with the Hearing Conservation Program is available to the schools in the area for assistance in training screening personnel, interpreting screening results for referral, providing hearing evaluation following screening, participating in child find screenings, providing in-service training for teachers, counseling parents regarding hearing loss, participating in evaluation and individualized education program (IEP) team meetings, when appropriate, and the various other functions as time will allow.

The HCP does not conduct newborn infant hearing screening nor is the program expected to have all of the diagnostic equipment required for specialized procedures. Evaluations which require medical support or intervention are not the responsibility of the HCP program or its audiologists.

The following provides a description of the services offered by the Hearing Conservation Program.

The purpose of the Hearing Conservation Program is to identify children with educationally significant hearing losses through hearing screening, on-site audiology procedures, and comprehensive hearing evaluations; to assist schools and parents in determining appropriate educational placement and intervention; to serve as a consultant to school personnel, parents, and students regarding potential educational effects of an identified student's hearing impairment and the function of hearing aids and assistive listening devices; to provide consultative services regarding hearing aids, cochlear implants, assistive listening devices, and, in some cases, classroom acoustics; to provide education, as needed, regarding the prevention of hearing loss; and to provide follow-up support to children, families and schools.

2.2 DEFINITION OF TERMS

- A. "Children" means children, ages birth through 21, who reside in Montana and who have not graduated from high school.

- B. "Audiological services" means comprehensive audiological services which include, but are not limited to: the screening and identification of hearing loss, aural rehabilitation, consultation regarding hearing aids, cochlear implants, assistive listening devices and classroom acoustics as appropriate, the provision of technical assistance to schools regarding the monitoring of hearing aids and assistive listening devices as appropriate, evaluation of the effectiveness of amplification and other responsibilities, including participating in the educational planning and placement for children with hearing impairments. Audiological services do not include universal newborn infant hearing screening, the mapping of cochlear implants or the provision of hearing evaluations which require the assistance of medical intervention (e.g., sedation).
- C. "Hearing impaired" means deaf, deaf-blind, and hearing impairment as defined in the following Administrative Rules of Montana (ARM): 10.16.3013, 10.16.3014, and 10.16.3016.

2.3 DELIVERY OF SERVICES

Delivery of audiological services shall include training school personnel in screening procedures as determined necessary, oversight of school screening procedures, comprehensive evaluation of hearing loss, participation in evaluation and Individualized Education Program (IEP) team meetings for children with hearing impairments, and provision and coordination of aural rehabilitation service, as appropriate.

A. Training for Screening Personnel

The HCP area audiologist will provide training, upon request and as necessary, for school personnel who conduct hearing screening in the HCP area served by the audiologist. Screening of school-age students is the responsibility of public school personnel.

B. Screening of School-Age Students

Screening of school-age children is the responsibility of the public school. The hearing screening is intended to identify those individuals in need of referral for evaluation and identification. Screening should be conducted as described below.

1. Initial Screening

Screening personnel should perform a listening check of equipment prior to screening to assure that equipment is working and that the ambient noise will not preclude valid results. The room in each building that is the most quiet should be used for hearing screening with constant attention to changing noise levels throughout the day. The mandatory grades to be screened annually may be limited to grades Kindergarten (K), 1, and 9 or 10. Pure tone air conduction screening for the school-age child must be conducted in each ear at the frequencies of 1000 Hz, 2000 Hz and 4000 Hz, utilizing a standard, annually calibrated, portable audiometer.

Screening must be conducted at 20 dB HL at 1000 Hz, 2000Hz and at 20 or 25 dB HL at 4000 Hz. Students who have a history of fluctuating hearing should be screened at the initial screening or by the area audiologist at a follow-up screening. Students with a known sensorineural hearing loss should not be screened at the initial screening, but should be monitored by the area audiologist during a school visit. The frequency of the monitoring will be determined by the area audiologist. If a child fails the initial screening, he/she should be screened again in a quieter area on the same day if possible. Implementation of this procedure will help to reduce the number of over-referrals due to ambient noise levels.

2. Follow-Up Screening

Follow-up screening should not be done for one to three weeks after the initial screening except where distance is a factor and then it may be done on the same day as the initial screening. Follow-up

screening should be accomplished by personnel with a thorough knowledge of screening procedures and the screening process (audiologist, audiology aide, nurse, speech-language pathologist or someone approved by the HCP audiologists, etc.). Additional screening procedures may be used when determined necessary by the audiologists or specifically trained audiology aide to determine the need for referral. These procedures may include otoscopy, tympanometry, acoustic reflex screening, otoacoustic emissions screening, and/or air conduction thresholds. Preventing over-referral or under-referral is the priority of a good screening program.

Tympanometry screening, utilizing noninvasive probe tips, is encouraged but not mandatory and may be performed by trained personnel for grades kindergarten and first, following careful visual inspection of the ear canal.

C. Screening of Preschool-Age Children

Preschool child find screenings are those organized by the public schools for the purpose of identifying preschool children, birth through five, who are not enrolled or provided services by the public school that may have a disability. The area audiologist is expected to participate in this child find activity by conducting the hearing screening.

Preschool hearing screening must be done by the area audiologist. This is generally accomplished with the assistance of another person. Children suspected of having a hearing impairment are referred for a hearing evaluation to determine the presence of a hearing impairment.

Otoacoustic emissions and/or air conduction audiometry are an essential part of this screening and should be done whenever possible. The audiologist may include other screening methods as well, such as: otoscopy, tympanometry, and/or pure tone conduction audiometry (utilizing the same pass/fail criterion as for school-age testing). The methods used are typically dependent on the child's developmental age and other relevant factors as determined by the audiologist.

Preschool-age children who did not participate in the preschool child find screening, but are referred later for hearing screening, may be referred to the audiologists for screening at the audiology clinic or the audiologist may elect to screen the child at the school, if feasible.

D. Management/Referral Following Screening/Rescreening

After the area audiologist has conducted and/or interpreted the results of a school follow-up screening or preschool screening, management decisions may include, but are not limited, the following as determined by the audiologist:

- Recheck in one year (such as for borderline middle ear problems);
- Periodic or annual monitoring (such as for chronic fluctuating hearing loss, child with ventilating tubes, or mild loss which is not educationally significant);
- Follow-up screening after an upper respiratory infection or middle ear condition has had time to resolve; and
- Referral.

Referrals may include, but are not limited to, comprehensive audiological evaluation in the Hearing Conservation Program area audiology center, medical referral, or medical referral with follow-up screening or audiological evaluation.

Medical evaluations are performed by physicians and are essential for proper diagnosis and treatment of children suspected of having ear or vestibular disease. Medical services are not provided by the Hearing Conservation Program. If a child is referred by the audiologist for a medical evaluation or the audiologist recommends that a medical evaluation be conducted, it is the parent's decision whether the medical

evaluation will be done. The parent is responsible for the cost of the medical evaluation. The role of the audiologist is one of referral and monitoring.

For any medical referral or referral for audiological evaluation, the family of the child will be notified by mail. The audiologist may also contact the family by phone or in person.

E. Audiological Evaluation

The purpose of a comprehensive hearing evaluation is to determine the degree and nature of hearing difficulty and to provide educationally relevant recommendations. The audiologic evaluation shall be performed by a fully or provisionally licensed audiologist. Written parent permission is required prior to conducting the evaluation.

The HCP audiologist is expected to provide a timely and relevant report of the evaluation to the school, parent and/or referral source.

Participation in Evaluation and Individualized Education Program (IEP) Team Meetings

The Hearing Conservation Program audiologist will participate in evaluation and individualized education program (IEP) meetings for a child known to have an educationally significant hearing impairment when requested by the parent or the district. Participation may be in person, by report, by phone, or by phone consultation with the speech-language pathologist or case manager. The district is responsible for providing notification of evaluation and IEP meetings to the audiologist sufficiently in advance of the meeting to allow for the audiologist's participation. The scope of the HCP's audiologist's responsibilities may include:

- Participating in evaluation and IEP meetings, as appropriate;
- Interpreting audiological results to school personnel, parents, and, as appropriate, the student;
- Providing recommendations that will assist the school in addressing the student's instructional and social needs;
- Participating in services as determined necessary and consistent with these guidelines to address a hearing-impaired child's needs that may result from a sensorineural or conductive hearing impairment.

An HCP audiologist may provide consultation services for students suspected of having auditory processing or listening issues.

F. Aural Rehabilitation

Aural rehabilitation refers to services and procedures for facilitating adequate receptive and expressive communication in individuals with hearing impairment. The HCP audiologist shall participate in aural rehabilitation services and in the coordination of effort with the school community for children identified with hearing impairments. Aural rehabilitative services and procedures shall include, but are not limited to, the following:

- Interpretation of results, counseling, and needs assessment;
- Provision of in-service training regarding the degree and implications of a hearing impairment to school personnel, student(s), and parents;
- Ensuring the proper fit and functioning of hearing aids and assistive listening devices, including the functioning of the external component of a cochlear implant device (services do not include the 'mapping' or maintenance of the cochlear implant device);
- Intervention for communicative difficulties which may include determining the need for amplification and/or classroom/personal assistive listening devices;

- Providing training and technical assistance to school personnel, parents, and/or students regarding the proper use and care of amplification and assistive devices. This includes providing training for a designated individual to perform and document listening checks of aids, cochlear implant and assistive listening devices;
- Evaluation and modification of the intervention program;
- Providing information regarding assistive listening devices (e.g., television captioning, telephone options, alerting devices, etc.) for home or school, when appropriate; and
- Coordinating services and collaborating with other service provider agencies as appropriate and consistent with confidentiality requirements under FERPA and HIPPA. Service provider agencies include, but are not limited to, the Montana School for the Deaf and the Blind (MSDB) and its outreach staff, IDEA Part C Early Intervention provider agencies, the Department of Public Health and Human Services (DPHHS) and its Universal Newborn Infant Hearing Screening program.

G. Needs Assessment

The HCP audiologists shall (when appropriate) provide a thorough needs assessment for amplification and/or assistive listening devices for each identified child with hearing impairments in the contracted region. All of the following categories are to be considered when determining the need for services and, subsequently, reported to the evaluation and/or IEP team:

- *Assessment for Amplification and/or Assistive Listening Devices*
- *Amplification*
- *Speech and/or Language Evaluation*
- *Auditory/Listening Skills Training*
- *Counseling*
- *Audiological Monitoring*
- *Academics*
- *Least Restrictive Environment*
- *Classroom Acoustics*
- *Special Services (interpreters, note-takers, etc.)*
- *Related Evaluations/Services*
- *Consultation*
- *Curriculum Modification(s) and or Accommodations*

Mandated services to be delivered by the HCP audiologist are:

- audiological evaluation;
- monitoring of hearing impairment as determined necessary;
- evaluation of amplification effectiveness, including hearing aids, cochlear implants and assistive listening devices evaluation and monitoring; and
- assuring the calibration of audiometric equipment.

Based on the needs assessment, the HCP audiologist may make referrals to appropriately licensed and trained personnel. Services to be either provided by the service providers or referred to appropriately licensed and trained personnel are auditory training/listening skills, language, speech, counseling, academics, modification of classroom acoustics, consultation, and curriculum.

2.4 ADMINISTRATION OF SERVICES

The HCP audiologist is responsible for:

A. Program Management

Program management shall include, but not be limited to, the preparation, processing, and implementation of a service contract for the delivery of audiological services to all children in the contracted geographical region. Program management shall have two major components:

- The contract proposal which delineates the various components of the services to be provided in order to receive the award for the service contract; and
- The contract implementation which directs how the contract is executed as specified by the contract proposal and the guidelines for services.

B. Program Administration

Program administration shall have two priorities:

- The service provider's internal administration to determine that the necessary staff, facilities, and equipment are available to undertake their charge; and
- The service provider's interaction with the school communities in the contracted area to ensure that sufficient communication channels are present to meet the needs of the hearing-impaired children in the area.

C. Records

Service providers shall develop and maintain a copy of records as may be necessary or useful in assuring the quality performance of this contract. The individual districts are responsible for maintaining hearing screening records and individual students' audiological records as a part of their educational records. The decision as to where the audiological records for students will be maintained is the decision of the district and should be done in accord with district policies.

All program service, administrative, financial, client, or other records relating to the performance of this service, shall be retained by the service provider for the contract period. These will be placed in proper order by the provider on or before June 30 of each year and shall be made ready for transfer to the succeeding provider if service procedures change for any reason.

The State of Montana, the Montana Legislative Auditor, the United States Department of Education, the Comptroller General of the United States, or any of their duly authorized agents or representatives, shall, until the expiration of five (5) years from the completion date, have the right to review those books, records documents, papers and other supporting data which involve transactions or which will permit adequate evaluation of the cost or pricing data submitted, along with the computations and projections used therein.

2.5 AREA-BY-AREA AWARD(S)

Awards will be made on an area-by-area basis. Bidders are not required to bid on all areas and may serve more than one but it is not a requirement. Lowest cost per year per area may be awarded a contract.

Below is a listing of areas and a dollar amount that the bidder must not exceed in each area. Bidders who exceed the stated amount will be deemed non-responsive. The Appendix B shows areas throughout the State.

Area 1: \$53,108.55
Area 2: \$62,931.80
Area 3: \$26,554.85
Area 4: \$18,671.15
Area 5: \$53108.55
Area 6: \$40,178.45
Area 7: \$70,534.65
Area 8: \$63,000
Area 9: \$51,449.30
Area 10: \$33,754.50

AREA(S) TO BE SERVED: _____

COST PER YEAR: \$ _____

APPENDIX A: SAMPLE CONTRACT

AUDIOLOGICAL SERVICES FOR THE OFFICE OF PUBLIC INSTRUCTION OPI14-2945R

THIS CONTRACT is entered into by and between the State of Montana, Office of Public Instruction (State), whose address and phone number are 1227 11th Ave., Helena, MT 59601 and 406-444-4404 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 July 1, 2014, (or upon contract execution), through June 30, 2015, unless terminated earlier as provided in this contract. In no event is this contract binding on the State unless the State'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 State may renew this contract under its then-existing terms and conditions (subject to potential cost adjustments described below in section 2) in one-year intervals, or any interval that is advantageous to the State. This contract, including any renewals, may not exceed a total of seven years.

2. **COST ADJUSTMENTS**

2.1 Cost Increase by Fixed Amount. After the contract's initial term and if the State agrees to a renewal, the parties may agree upon a cost increase of 3% not to exceed 5%. Contractor shall request the increase and shall provide justification for the increase. The State is not obligated to agree upon a renewal or a cost increase.

3. **SERVICES AND/OR SUPPLIES**

Contractor shall provide the State the following:

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 State'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 State 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 Audiological Services for the Office of Public Instruction to be provided, the State shall pay Contractor according to the following schedule: **(insert pay schedule)**.

5.3 Payment Terms. Unless otherwise noted in the solicitation document, the State has 30 days to pay invoices, as allowed by 17-8-242, MCA. Contractor shall provide banking information at the time of contract execution in order to facilitate the State's electronic funds transfer payments.

5.4 Reference to Contract. The contract number MUST appear on all invoices, packing lists, packages, and correspondence pertaining to the contract. If the number is not provided, the State is not obligated to pay the invoice.

6. ACCESS AND RETENTION OF RECORDS

6.1 Access to Records. Contractor shall provide the State, Legislative Auditor, or their authorized agents access to any records necessary to determine contract compliance. The State 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.)

6.2 Retention Period. Contractor shall create and retain all records supporting the Audiological Services provided on behalf of the Office of Public Instruction for a period of eight years after either the completion date of this contract or termination of the contract.

7. ASSIGNMENT, TRANSFER, AND SUBCONTRACTING

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

8. HOLD HARMLESS/INDEMNIFICATION

Contractor agrees to protect, defend, and save the State, its elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands, causes of action of any kind or character, including the cost of defense thereof, arising in favor of 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 State, under this contract.

9. REQUIRED INSURANCE

9.1 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.

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

9.3 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 \$1,000,000 per occurrence and \$2,000,000 aggregate per year to cover such claims as may be caused by any act, omission, or negligence of Contractor or its officers, agents, representatives, assigns, or subcontractors.

The State, 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.

9.4 Specific Requirements for Automobile Liability. Contractor shall purchase and maintain coverage with split limits of \$500,000 per person (personal injury), \$1,000,000 per accident occurrence (personal injury), and \$100,000 per accident occurrence (property damage), OR combined single limits of \$1,000,000 per occurrence to cover such claims as may be caused by any act, omission, or negligence of Contractor or its officers, agents, representatives, assigns, or subcontractors.

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

9.6 Deductibles and Self-Insured Retentions. Any deductible or self-insured retention must be declared to and approved by the State. At the request of the State either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the State, 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.

9.7 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 coverages, has been received by the State Procurement Bureau, P.O. Box 200135, Helena, MT 59620-0135. Contractor must notify the State immediately of any material change in insurance coverage, such as changes in limits, coverages, change in status of policy, etc. The State reserves the right to require complete copies of insurance policies at all times.

10. 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 nor its employees are State employees. This insurance/exemption must be valid for the entire contract term and any renewal. Upon expiration, a renewal document must be sent to the State Procurement Bureau, P.O. Box 200135, Helena, MT 59620-0135.

11. 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.

12. DISABILITY ACCOMMODATIONS

The State 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.

13. 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>.

14. CONTRACT TERMINATION

14.1 Termination for Cause with Notice to Cure Requirement. The State may terminate this contract in whole or in part for Contractor's failure to materially perform any of the services, duties, terms, or conditions contained in this contract after giving Contractor written notice of the stated failure. The written notice must demand performance of the stated failure within a specified period of time of not less than 45 days. If the demanded performance is not completed within the specified period, the termination is effective at the end of the specified period.

14.2 Reduction of Funding. The State must by law terminate this contract if funds are not appropriated or otherwise made available to support the State'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 State shall terminate this contract as required by law. The State shall provide Contractor the date the State's termination shall take effect. The State 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 State shall be liable to Contractor only for the payment, or prorated portion of that payment, owed to Contractor up to the date the State's termination takes effect. This is Contractor's sole remedy. The State 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.

15. EVENT OF BREACH – REMEDIES

15.1 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 State approval or breaching Section 29.1 obligations; or
- voluntary or involuntary bankruptcy or receivership.

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

15.3 Actions in Event of Breach. Upon the Contractor's material breach, the State may:

- terminate this contract under section 23; or
- treat this contract as materially breached and pursue any of its remedies under this contract, at law, or in equity.

Upon the State's material breach, the Contractor may:

- terminate this contract after giving the State written notice of the stated failure. The written notice must demand performance of the stated failure within a specified period of time of not less than 45 days. If the demanded performance is not completed within the specified period, the termination is effective at the end of the specified period; 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.

16. 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.

17. 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.

18. 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.

19. LIAISONS AND SERVICE OF NOTICES

19.1 Contract Liaisons. All project management and coordination on the State's behalf must be through a single point of contact designated as the State'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 State's liaison and Contractor's liaison.

Carol Monroe is the State's liaison.
Address: 1227 11th Ave
City, State, ZIP: Helena, MT 59601
Telephone: 406-444-4404
E-mail: cmonroe@mt.gov

_____ is Contractor's liaison.
(Address):
(City, State, ZIP):
Telephone:
Cell Phone:
Fax:
E-mail:

19.2 Notifications. The State'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.

19.3 Identification/Substitution of Personnel. The personnel identified or described in Contractor's proposal shall perform the services provided for the State under this contract. Contractor agrees that any personnel substituted during the term of this contract must be able to conduct the required work to industry standards and be equally or better qualified than the personnel originally assigned. The State reserves the right to approve Contractor personnel assigned to work under this contract and any changes or substitutions to such personnel. The State's approval of a substitution will not be unreasonably withheld. This approval or disapproval shall not relieve Contractor to perform and be responsible for its obligations under this contract. The State reserves the right to require Contractor personnel replacement. If Contractor personnel become unavailable, Contractor shall provide an equally qualified replacement in time to avoid delays to the work plan.

20. MEETINGS

20.1 Technical or Contractual Problems. Contractor shall meet with the State'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 State in the performance of their respective obligations, at no additional cost to the State. The State may request the meetings as problems arise and will be coordinated by the State. The State 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.

21. 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 State 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 State shall pay Contractor for any resources utilized in performing such transition assistance at the most contract current rates. If the State terminates a project or this contract for cause, then the State may offset the cost of paying Contractor for the additional resources Contractor utilized in providing transition assistance with any damages the State may have sustained as a result of Contractor's breach.

22. 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.)

23. TAX EXEMPTION

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

24. AUTHORITY

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

25. 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.

26. SCOPE, ENTIRE AGREEMENT, AND AMENDMENT

26.1 Contract. This contract consists of **(insert number)** numbered pages, any Attachments as required, Solicitation #IFB14-2945R, 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.

26.2 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.

27. WAIVER

The State'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.

28. EXECUTION

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

**STATE OF MONTANA
OFFICE OF PUBLIC INSTRUCTION
1227 11TH AVE
HELENA, MT 59601**

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

BY: _____
(Name/Title)

BY: _____
(Name/Title)

(Signature)

(Signature)

DATE: _____

DATE: _____

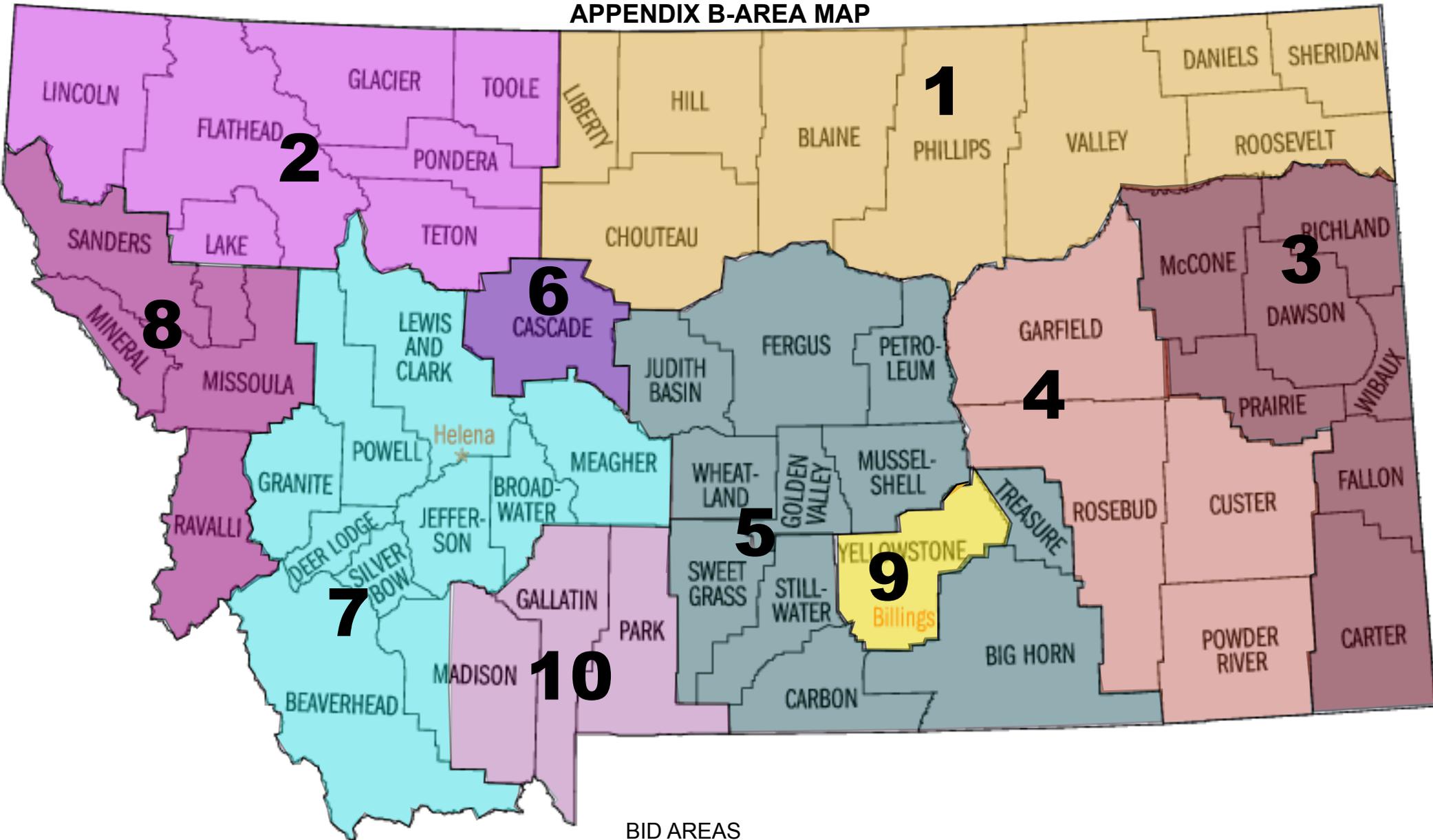
Approved as to Legal Content:

Legal Counsel (Date)

Approved as to Form:

Procurement Officer (Date)
State Procurement Bureau

APPENDIX B-AREA MAP



BID AREAS
EDUCATIONAL HEARING CONSERVATION PROGRAM FOR
MONTANA

IFB Checklist

Have you remembered to:

- Check our website for the latest addendum to the IFB
- Sign each “Acknowledgment of Addendum” if required
- Sign your bid on our cover sheet
- Mark your mailing envelope or box with the IFB number and the opening date under your return address
- Carefully review the “Standard Terms and Conditions”
- Carefully review all listed requirements to ensure compliance with the IFB
- Initial all bid/pricing changes you made
- Bid F.O.B. Destination (Ship To: Address) Freight Prepaid