



MONTANA STATE FUND REQUEST FOR PROPOSAL (RFP)

RFP Number: MSF 56	RFP Title: Collection Services	
RFP Response Due Date and Time: November 8, 2013 2:00 p.m., Mountain Time	Number of Pages: 24	Issue Date: September 26, 2013

ISSUING AGENCY INFORMATION	
Procurement Officer: Rene Silverthorne	Montana State Fund Phone: (406) 495-5354 Fax: (406) 495-5023 TTY Users, Dial 711
Website: http://Offeror.mt.gov/	

INSTRUCTIONS TO OFFERORS	
Return Sealed Proposal to: PHYSICAL AND MAILING ADDRESS: Montana State Fund 855 Front Street Helena, MT 59601	Mark Face of Envelope/Package with: RFP Number: MSF 56 RFP Response Due Date: November 8, 2013
Special Instructions:	

OFFERORS MUST COMPLETE THE FOLLOWING	
Offeror Name/Address:	<div style="border-bottom: 1px solid black; text-align: center; padding: 5px;">(Name/Title)</div> <div style="border-bottom: 1px solid black; text-align: center; padding: 5px;">(Signature)</div> <p style="font-size: small; margin-top: 5px;">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.</p>
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

TABLE OF CONTENTS

	<u>PAGE</u>
Instructions to Offerors	3
Schedule of Events	4
Section 1: Introduction and Instructions	5
1.1 Project Overview	5
1.2 Term.....	5
1.3 Single Point of Contact.....	5
1.4 Required Review	6
1.5 General Requirements	6
1.6 Submitting a Proposal	7
1.7 Costs/Ownership of Materials.....	8
Section 2: RFP Standard Information	9
2.1 Authority.....	9
2.2 Offeror Competition	9
2.3 Receipt of Proposals and Public Inspection.....	9
2.4 Classification and Evaluation of Proposals	9
2.5 MSF's Rights Reserved.....	11
Section 3: Scope of Services	12
3.0 Collection Services	12
3.1 Other Requirements	12
Section 4: Offeror Qualifications	16
4.1 MSF's Right to Investigate and Reject.....	16
Section 5: Cost Proposal	17
5.1 Fees and Payment	17
Section 6: Evaluation Process	18
6.1 Basis of Evaluation.....	18
6.2 Evaluation Criteria	19
Appendix A - Standard Terms and Conditions	19
Appendix B - Contract	20

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
- 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.

SCHEDULE OF EVENTS

<u>EVENT</u>	<u>DATE</u>
RFP Issue Date.....	September 23, 2013
Deadline for Receipt of Written Questions	October 11, 2013
Deadline for Posting Written Responses to MSF's Website	October 21, 2013
RFP Response Due Date	November 8, 2013
Notification of Offeror Interviews/Product Demonstrations (Optional).....	TBD
Offeror Interviews/Product Demonstrations (Optional)	TBD
Intended Date for Contract Award	November 25, 2013

SECTION 1: INTRODUCTION AND INSTRUCTIONS

1.1 PROJECT OVERVIEW

Montana State Fund, hereinafter referred to as "State Fund" or "MSF", is pleased to invite you to submit a proposal for debt collection services. State Fund is a non-profit, independent public corporation, established for the purpose of allowing an option for employers to insure their liability for workers' compensation and occupational disease coverage. It is Montana's largest writer of workers' compensation insurance; as of July 1, 2013, MSF insured 26,000 policyholders, 98% of which are based in Montana. MSF does not guarantee any number of referrals under this agreement. Services will begin January 1, 2014.

The State Fund currently utilizes Collection Bureau Services Inc; Joseph, Mann & Creed; and Receivable Management Services. For the past fiscal year (July 1, 2012 to June 30, 2013) there were approximately 330 accounts placed with an approximate total of \$525,000 with an average range of 90 to 180 days. There were 22 accounts for overpayments to injured workers with an average of \$922.00 per account and 309 policyholder premium debt accounts with an average of \$1632.00 per account. MSF also utilizes the Montana Department of Revenue for offsets of payments from the State of Montana.

State Fund has standard processes to invoice, notify of policy cancellation, and attempt collection within 90 days after the obligation originally became due. After 90 days, the debt is subject to referral for collection. MSF anticipates referral of the majority of collections on individual accounts of \$35,000 or less. In addition, MSF may refer collections in excess of \$35,000 or more. MSF may also refer post-judgment debts for collection. The types of debt MSF typically collects are policyholder premium debt, overpayments to injured workers and providers, and other miscellaneous collections. MSF's accounts will be assigned on an individual account basis, and will not be assigned in bulk.

Selection will be based on the ability of the Offeror to provide these services to MSF as outlined under the Scope of Services, Offeror Qualifications and Cost Proposal portions of this Request for Proposal. MSF will select one or two Offerors, based on the needs of State Fund. State Fund anticipates selecting at least one Offeror with a permanent office in the state of Montana for the purpose of handling collection of overpayments from injured workers and medical providers.

1.2 CONTRACT TERM

The contract term is for a period beginning on January 1, 2014 and ending on December 31, 2016. Renewals of the contract, by mutual agreement of both parties, may be made at one-year intervals, or any interval that is advantageous to MSF. The contract, including any renewals, may not exceed a total of seven years, at the option of MSF.

1.3 SINGLE POINT OF CONTACT

From the date this Request for Proposals (RFP) is issued until an offeror is selected and announced by the procurement officer, **offerors shall not communicate with any MSF staff regarding this procurement, except at the direction of Rene Silverthorne**, 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: **Rene Silverthorne**
Telephone Number: **(406) 495-5354**
Fax Number: **(406) 495-5023**
E-mail Address: **resilverthorne@mt.gov**

1.4 REQUIRED REVIEW

1.4.1 Review RFP. Offerors must carefully review the entire RFP. Offerors must promptly notify the procurement officer identified above via e-mail or in writing of any ambiguity, inconsistency, unduly restrictive specifications, or error which 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 below. MSF 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 October 11, 2013. Offerors are to submit questions using the Offeror RFP Question and Answer Form available on the OneStop Offeror Information website at: <http://svc.mt.gov/gsd/OneStop/GSDDocuments.aspx> or by calling (406) 444-2575. 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 MSF's Response. MSF will provide a written response by October 21, 2013 to all questions received by October 11, 2013. MSF's response will be by written addendum and will be posted on the State'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 MSF.

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 requirements of Montana law.

Offerors requesting additions or exceptions to the standard terms and conditions or contract terms, shall submit them to the procurement officer listed above by the date specified in Section 1.4.2. 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. MSF 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.

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

1.5.4 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 MSF's request.

1.5.5 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 organize their proposal into sections that follow the format of this RFP. Proposals should be bound, and must include tabbed dividers separating each section. Proposal pages must be consecutively numbered.

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

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 proposal, specific page numbers and sections must be noted. **The Evaluator/Evaluation Committee is not required to search through the proposal or literature to find a response.**

MSF 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, MSF 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 five copies** to Montana State Fund. **In addition, offerors must submit one electronic copy on compact disc (CD) or universal serial bus (USB) flash drive in Microsoft Word or portable document format (PDF).** If any confidential materials are included in accordance with the requirements of Section 2.3.2, they must be submitted on a separate CD or USB flash drive.

EACH PROPOSAL MUST BE SEALED AND LABELED ON THE OUTSIDE OF THE PACKAGE clearly indicating it is in response to RFP MSF 56. ***Proposals must be received at the reception desk of the***

Montana State Fund prior to 2:00 p.m., Mountain Time, November 8, 2013. 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, MSF shall not accept late proposals. Such proposals will automatically be disqualified from consideration.* Offeror may request MSF return the proposal at offeror's expense or MSF will dispose of the proposal if requested by the offeror.

1.7 COSTS/OWNERSHIP OF MATERIALS

1.7.1 MSF 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. MSF shall own all materials submitted in response to this RFP.

SECTION 2: RFP STANDARD INFORMATION

2.1 AUTHORITY

This RFP is issued under the authority of section 39-71-2315, MCA (Montana Code Annotated). 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. Only the evaluation criteria outlined in this RFP will be used.

2.2 OFFEROR COMPETITION

MSF encourages free and open competition to obtain quality, cost-effective services and supplies. MSF 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 MSF; and (3) other constitutional protections. See 18-4-304, MCA. MSF 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 reviews 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 Offeror Information website at: <http://svc.mt.gov/qsd/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. MSF shall initially classify all proposals as either "responsive" or "nonresponsive". MSF 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. MSF may find any proposal to be nonresponsive at any time during the procurement process. If MSF 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. 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 made a part of the procurement file.

2.4.3 Evaluation of Proposals. An evaluator/evaluation committee will evaluate all responsive proposals based on stated criteria and recommend 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 MSF. 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 Helena, 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. MSF reserves the right to request a best and final offer based on price/cost alone. Please note that MSF 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 MSF'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, MSF 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 MSF'S RIGHTS RESERVED

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

- Cancel or terminate this RFP;
- Reject any or all proposals received in response to this RFP;
- Waive any undesirable, inconsequential, or inconsistent provisions of this RFP that would not have significant impact on any proposal;
- Not award a contract, if it is in MSF's best interest not to proceed with contract execution; or
- If awarded, terminate any contract if MSF determines adequate funds are not available.

SECTION 3: SCOPE OF SERVICES

To enable MSF to determine the capabilities of an offeror to perform the services specified in the RFP, the offeror shall respond to the following regarding its ability to meet MSF'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.

3.0 COLLECTION SERVICES

3.0.1 The duties of the Offeror will be to provide appropriate collection services on those matters referred to the Offeror, taking into consideration all provisions set forth in various sections of the RFP. Services should include, but not be limited to; direct collection efforts, referral to legal counsel, skip tracing, asset checks, and post-judgment collection through writ of execution and sale of property. Proposals should include a detailed description of pre-litigation collection efforts to be employed by Offeror, litigation strategy, and post-judgment services offered. The Offeror should describe an accounts receivable management program and process as an alternative to third party collections services. State Fund anticipates that such a program and process may be implemented for injured worker and medical provider overpayments.

3.0.3 The Offeror must agree to conduct itself so as not to diminish the goodwill and reputation of MSF and to abide by all applicable laws, rules and regulations. Offeror shall maintain a professional and courteous demeanor in conducting collections and shall assist the debtors in understanding the proceedings relating to collection. Proposals should explain how Offeror monitors quality control of collection services and debtor contacts.

3.0.4 The Offeror must agree to comply with, abide by and be bound to the terms and conditions of the resulting contract to be entered into with MSF.

3.0.5 The Offeror must agree to acknowledge receipt of any collection referral from MSF within (5) five working days by written notification of receipt. The Offeror agrees to perform collection services according to the directives of MSF. The Offeror agrees that should any question of policy or law be encountered, it will contact MSF for guidance. Authority for compromise or other settlement of claims is retained exclusively by MSF through its designee(s).

3.0.6 The Offeror must agree to make initial "pre-collect" contacts on all accounts referred by MSF within five business days of referral. The Offeror should state whether it will charge a lower fee or no fee for funds collected within 15 days of referral by State Fund as a result of these pre-collect contacts and define their pre-collect contact process. Collection efforts will also include follow-up telephone contact for payment arrangements and any other necessary contact with the debtor. Collection must also include skip tracing the debtor if necessary. Offeror shall provide State Fund timely copies of any pleadings in matters referred to an attorney which result in filing of any judicial process.

3.0.7 The Offeror must describe its office structure and staffing for the services to be provided under this RFP, and whether the Offeror will maintain an office in the state of Montana. MSF anticipates selecting at

least one Offeror who maintains a permanent office in Montana for the purpose of collections of overpayment from injured workers and medical providers.

3.0.8 The Offeror will agree to maintain complete and accurate records, complete monthly reports in an understandable and legible electronic format separated by debtor type (claim, policy, other) which shall include the name of the debtor, State Fund Claim number, policy number or substitute identifying information, date of referral, debt referral amount, and any payments, including date received, and a summary of the collection effort. Offeror must provide MSF a sample of such a report as part of their proposal. If the collection is referred to legal counsel, the report must include the date of the referral and the name and address of the attorney of record. This can include information on a client website.

3.0.9 Monies which have been collected on behalf of MSF will be transmitted by a method to be negotiated with each successful Offeror. Payments must be separated by debtor type.

3.0.10 The Offeror shall maintain reasonable records of its expenses under this agreement and shall allow access to those records by MSF upon request. Offeror will return a debt to MSF if debt is determined by Offeror to be uncollectible, or if Offeror has had a debt for over 180 days without any response from debtor. In the event the collection is referred back to State Fund as uncollectible, the Offeror is responsible for all costs and forfeits its right to any fees associated with the referral, unless otherwise agreed by MSF in writing. MSF does not guarantee a minimum number of collection referrals.

3.0.11 After the expiration of a resulting contract between the Offeror and State Fund, the Offeror agrees to complete all collections referred by MSF at the negotiated rates.

3.0.12 All collection referrals to the Offeror from MSF are subject to the provisions of the initial contract without the need for a new contract or agreement for each assignment. The Offeror agrees to abide by all policies of MSF which have been communicated in writing from it to the Offeror. MSF reserves the right to audit its accounts with the contracted collection agency upon 24 hour notice.

3.0.13 Offeror must provide information showing the average debt collection success and associated fees for collection of workers' compensation premium for the last three calendar years. Offeror should utilize the form on page 14 of this RFP.

Please display the following for business placed in the last three calendar years:							
		2012		2011		2010	
		Montana	National	Montana	National	Montana	National
A.	Total amount referred for collection of workers' compensation insurance premium in calendar year noted (total debt placed):						
B.	Amount that was collected year-to-date for debt defined in item (A):						
C.	Success Rate (B divided by A)						
D.	Total fees assessed for collection activity defined in (A)						
E.	Net amount collected for customer (B minus D)						

3.1 OTHER REQUIREMENTS

3.1.1 The Offeror must agree that any litigation commenced for collection of a premium debt be filed in the First Judicial District for the state of Montana, located in Helena, Montana. Litigation for collection of overpayment debts owed by injured workers and medical providers is not contemplated.

3.1.2 Provide a summary of any and all claims pending litigation and judgments that have been entered against your company in the past five years that are directly related to its provision of debt collection services.

3.1.3 The Offeror should also feel free to submit any other documentation or explanation to demonstrate their ability to successfully provide the services required under this RFP.

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 MSF'S RIGHT TO INVESTIGATE AND REJECT

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

4.2 The Offeror must be a member of the American Collectors Association or the Associated Credit Bureaus.

4.3 The supervisor, manager or owner must be certified through either association. MSF prefers at least one supervisor or manager in each office be certified as well. Provide resumes of account manager and service representative designated to be MSF's point of contact.

4.4 Offeror must provide references for two businesses for which Offeror has provided similar services.

4.5 Proposals shall provide information on the total number of years the firm has been in existence and a description of its history and experience in debt collection services, including a description of primary sources of information utilized to collect on bad debts. The proposal shall include specific experience in workers' compensation premium collection services (minimum of five years experience required).

4.6 The attorney of record on the collections referred that require litigation must be a an active member in good standing with the State Bar of Montana, or licensing authority of the state in which services are rendered.

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 FEES AND PAYMENT

Proposals submitted in response to this RFP must include a pricing schedule for services provided in the proposal, with pricing criteria offered by the Proposer.

Proposer shall provide a fee structure based on a contingency fee for each service listed under the scope of services or other pricing proposal. State Fund will not pay for any other charges including, but not limited to, travel, phone, fax or duplication without prior approval. Any volume discount should also be provided. The proposal should state whether the Proposer will offer a separate fee for collections obtained with pre-collect contacts, as described in section 3.06. The proposal should also include any fees charged if State Fund requests that an account be returned. State Fund will not pay a fee for any offsets made by the Montana Department of Revenue.

SECTION 6: EVALUATION PROCESS

6.1 BASIS OF EVALUATION

The evaluation committee will review and evaluate the offers according to the following criteria based on a **maximum possible value of 100 points**. The **Scope of Services, Offeror Qualifications** and **Cost Proposal** portions of the proposal will be evaluated based on the following Scoring Guide. The **References** portion of the proposal will be evaluated on a pass/fail basis, with any offeror receiving a "fail" eliminated from further consideration.

MSF anticipates choosing at least one offeror with a permanent office in the state of Montana regardless of ranking in regards to other proposals.

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 will be a highly comprehensive, excellent reply that meets all of the requirements of the areas within that category. In addition, the response covers areas not originally addressed within the RFP category and includes additional information and recommendations that would prove both valuable and beneficial to the agency. This response is considered to be an excellent standard, demonstrating the offeror's authoritative knowledge and understanding of the project.

Very Good Response (85-94%): A very good response will provide useful information, while showing experience and knowledge within the category. The proposal is well thought out and addresses all requirements set forth in the RFP. The offeror provides insight into their expertise, knowledge and understanding of the subject matter.

Good Response (75-84%): A good response meets all the requirements and has demonstrated in a clear and concise manner a thorough knowledge and understanding of the subject matter. This response demonstrates an above average performance with no apparent deficiencies noted.

Fair Response (65-74%): A fair response meets the requirements in an adequate manner. This response demonstrates an ability to comply with guidelines, parameters, and requirements with no additional information put forth by offeror.

Poor Response (60-64%): A poor response minimally meets most requirements set forth in the RFP. The offeror has demonstrated knowledge of the subject matter only.

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

Scope of Services		_____ % of points for a possible 35 points	
Category	Section of RFP	Point Value	

A.	Provides the best comprehensive services and overview of information requested in Section 3.0.	3.0	35
----	--	-----	----

Experience		_____ % of points for a possible 30 points	
Category	Section of RFP	Point Value	

A.	Provides documentation on experience and has five or more years of experience in the provision of the requested services.	4.5	15
B.	Provides documentation on specific experience in collection of workers' compensation insurance industry.	4.5	15

Pricing		_____ % of points for a possible 20 points	
Category	Section of RFP	Point Value	

A.	Provides the best pricing structure for services offered in the proposal, taking into account pricing options and flexibility of pricing.	5	20
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Collection Performance		_____ % of points for a possible 15 points	
Category	Section of RFP	Point Value	

A.	Evaluation of data requested in 3.0.13 and comparison of success rate and net amount collected for collections activity in the state of Montana, if applicable, and/or nationwide.	3.0.13	15
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References		Pass/Fail	
Category	Section of RFP	Point Value	

A.	Provide references for two businesses for which Offeror has provided requested services.	4.4	Pass/Fail
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APPENDIX A: STANDARD TERMS AND CONDITIONS

Standard Terms and Conditions

By submitting a response to this invitation for bid, request for proposal, limited solicitation, or acceptance of a contract, the Offeror 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: MSF 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 MSF. 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 MSF's solicitation document and a Offeror's response, the language contained in MSF's original solicitation document will prevail. Intentional manipulation and/or alteration of solicitation document language will result in the Offeror's disqualification and possible debarment.

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 MSF.

FACSIMILE RESPONSES: Facsimile responses will be accepted for invitations for bids, small purchases, or limited solicitations ONLY if they are completely received by MSF 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.

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 Offeror'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 Offeror at the expense of the Offeror or destroyed if requested.

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

APPENDIX B: CONTRACT
COLLECTION SERVICES
MSF-CS-

THIS CONTRACT is entered into by and between **MONTANA STATE FUND**, whose address and phone number are 855 Front Street, PO Box 4759, Helena, Montana 59604-4759, (406) 495-5354 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 three years, from January 1, 2014, through December 31, 2016, unless terminated earlier as provided in this contract. In no event is this contract binding on MSF unless MSF'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. MSF may renew this contract under its then-existing terms and conditions (subject to potential cost adjustments described below in section 2) in **(insert number)**-year intervals, or any interval that is advantageous to MSF. This contract, including any renewals, may not exceed a total of seven years.

2. COST ADJUSTMENTS

2.1 Cost Increase by Mutual Agreement. After the contract's initial term and if MSF agrees to a renewal, the parties may agree upon a cost increase. MSF is not obligated to agree upon a renewal or a cost increase. Any cost increases must be based on demonstrated industry-wide or regional increases in Contractor's costs. Publications such as the Federal Bureau of Labor Statistics and the Consumer Price Index (CPI) for all Urban Consumers may be used to determine the increased value.

3. SERVICES

Contractor shall provide MSF the following collection services described in the RFP MSF 56 and Contractor's response to the RFP, and any addenda, all of which are incorporated into this Contract by this reference.

- 3.1** The Contractor agrees that it will at all times faithfully, industriously and to the best of its ability, experience and talents perform all of the duties and obligations that may be required of it pursuant to the express and implicit terms of this contract to the reasonable satisfaction of MSF.
- 3.2** The Contractor agrees to conduct itself so as not to diminish the goodwill and reputation of MSF and to abide by all applicable laws, rules and regulations. Contractor shall maintain a professional and courteous demeanor in conducting collections and shall assist the debtors in understanding the proceedings relating to collection.
- 3.3** The Contractor agrees to acknowledge receipt of any collection referral from MSF within (5) five working days, by written confirmation of receipt. Such confirmation may be submitted by regular mail or by e-mail. The Contractor agrees to perform collection services according to the directives

of MSF and the terms of this contract. The Contractor agrees that if any question of policy or law is encountered it will contact State Fund for guidance. Authority for compromise or other settlement of claims is retained exclusively by MSF through its designee(s).

- 3.4** The Contractor will make an initial contact of the debtor within five business days of referral by MSF.
- 3.5** All collection referrals to the Contractor from MSF are subject to the provisions of this contract without the need for a new contract or agreement for each assignment. The Contractor agrees to abide by all policies of MSF which have been communicated in writing by MSF.
- 3.6** The Contractor agrees to perform collection services on those matters referred by MSF. Services will include, but not be limited to, accounts receivable management services, direct collection efforts, referral to legal counsel, skip tracing, asset checks, and post-judgment collection through writ of execution and sale of property. Collection efforts will also include follow-up telephone contact for payment arrangements and any other necessary contact with the debtor.
- 3.7** The attorney of record on the collections referred that require litigation must be an active member in good standing with the State Bar of Montana and the Montana Supreme Court, or licensing authority of the state in which services are rendered. The Contractor shall provide State Fund timely copies of any pleadings in matters referred to an attorney which result in filing of any judicial process.
- 3.8** Any premium debt collection that requires litigation must be filed in the First Judicial District Court for the state of Montana, located in Helena, Montana. The parties acknowledge that MSF is an agency of the state of Montana, and is not required to pay court filing fees. The Contractor's attorney should not be required to pre-pay fees in cases filed on behalf of MSF, and the Contractor will not bill MSF for such fees.
- 3.9** The Contractor will be responsible to maintain complete and accurate records of the Contractor's collection activities on behalf of MSF. These records will include but not be limited to a breakdown between premium accounts, claim overpayment accounts, and other accounts, date of referral, original balance owing, amount collected to date, and the summary of the collection effort. If the collection is referred to legal counsel, the records will include the date of the referral and the name and address of the attorney of record.
- 3.10** The Contractor shall maintain reasonable records of its expenses under this agreement and shall allow access to those records by State Fund or its agent(s) upon request. The Contractor will return the debt to MSF if MSF requests the return, if the debt is determined by the Contractor to be uncollectible or if the Contractor has had the debt for over 180 days without any response from the debtor. In the event the collection is referred back to State Fund as uncollectible, the Contractor is responsible for all costs and forfeits its right to any fees associated with the referral, unless otherwise agreed by MSF in writing.
- 3.11** The Contractor agrees to complete and submit monthly written reports to MSF in an understandable and legible format which shall include the records required by section 9 above, and the following information, including a delineation and separation of premium accounts and claim overpayment accounts:

- Each report shall have 3 sections consisting of: (a) A section to show all new referrals received during the current month from MSF. (b) A section showing all currently active referrals the contractor is working on. (c) A section reflecting the files which were transferred back to MSF representing previously referred debts that the contractor has been trying to collect,. These are files that are to be returned to MSF.
- In each section the referral will reflect the following information: Name of the debtor, State Fund referral date, State Fund account number, referral amount, amount collected to date, commission to date on that referral, amount of debt adjusted by State Fund, outstanding balance, attorney referral date, and name of attorney.
- The monthly report shall include the total amount collected that month, the total amount collected for all months since conception, the net back percentage, total amount referred during the period, the total amount of contractor's fees paid, a total for the uncollectible referrals returned to MSF, and a total for the outstanding balance for active referrals.

3.12 Any money collected under the terms of this Agreement shall be remitted by Contractor to MSF at least monthly. Contractor shall report all gross receipts, by account, adjusted for Contractor's fee, and shall report and remit the net amount due MSF. Contractor will remit amounts due State Fund by check.

3.13 After the expiration of this contract, the Contractor agrees to complete all collections referred by MSF at the negotiated rates, unless this contract is terminated for cause. If the contract is terminated for cause, the Contractor shall return all accounts to MSF, and cease collection efforts on such accounts.

3.14 Contractor shall use the service level procedures and steps contained in its Response to the Request for Proposal MSF 56.

4. CONSIDERATION/PAYMENT

4.1 Fee Schedule. In consideration of the services to be provided, MSF shall pay Contractor according to the following schedule: **(insert fee schedule)**.

4.2 Payment Terms. Unless otherwise noted in the solicitation document, MSF 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 MSF's electronic funds transfer payments.

4.3 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, MSF is not obligated to pay the invoice.

5. NON-EXCLUSIVE CONTRACT

The intent of this contract is to provide MSF with an expedited means of procuring collection services. This contract is for the convenience of MSF and is considered to be a "Non-exclusive" use contract. Therefore,

MSF may obtain this service from sources other than the contract holder(s) as long as they comply with Title 18, MCA, and their delegation agreement. MSF does not guarantee any usage.

6. ACCESS AND RETENTION OF RECORDS

6.1 Access to Records. Contractor shall provide MSF, Montana Legislative Auditor, or their authorized agents access to any records necessary to determine contract compliance. MSF 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 collection services 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 MSF's prior written consent. (18-4-141, MCA.) Contractor is responsible to MSF 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 MSF under this contract.

8 HOLD HARMLESS/INDEMNIFICATION

Contractor agrees to protect, defend, and save MSF, 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 MSF, under this agreement.

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 MSF, its officers, officials, employees, and volunteers and shall apply separately to each project or location. Any insurance or self-insurance maintained by MSF, 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.

MSF, 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.

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

9.5 Specific Requirements for Professional Liability. Contractor shall purchase and maintain occurrence coverage with combined single limits for each wrongful act 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, 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.

9.6 Deductibles and Self-Insured Retentions. Any deductible or self-insured retention must be declared to and approved by MSF. At the request of MSF either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects MSF, 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 MSF, P.O. Box 4759, Helena, MT 59604-4759. Contractor must notify MSF immediately of any material change in insurance coverage, such as changes in limits, coverages, change in status of policy, etc. MSF 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, or other applicable occupational injury and disease law, while performing work for MSF. 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 MSF, P.O. Box 4759, Helena, MT 59604-4759.

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

MSF 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. MSF may, by written notice to Contractor, immediately 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.

14.2 Termination for Cause with Notice to Cure Requirement. Contractor may terminate this contract for MSF's failure to perform any of its duties under this contract after giving MSF 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 **(insert number of days)**. If the demanded performance is not completed within the specified period, the termination is effective at the end of the specified period.

14.3 Reduction of Funding. MSF must by law terminate this contract if funds are not appropriated or otherwise made available to support MSF'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, MSF shall terminate this contract as required by law. MSF shall provide Contractor the date MSF's termination shall take effect. MSF 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, MSF shall be liable to Contractor only for the payment, or prorated portion of that payment, owed to Contractor up to the date MSF's termination takes effect. This is Contractor's sole remedy. MSF 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 MSF approval and breaching Section 20.obligations; or
- voluntary or involuntary bankruptcy or receivership.

15.2 Event of Breach by MSF. MSF'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, MSF may:

- terminate this contract under section 14; or
- treat this contract as materially breached and pursue any of its remedies under this contract, at law, or in equity.

Upon MSF's material breach, the Contractor may:

- terminate this contract after giving MSF 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 **(insert number of 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 of God, fires, floods, 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 MSF'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 MSF's behalf must be through a single point of contact designated as MSF'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 MSF's liaison and Contractor's liaison.

Rene Silverthorne is the MSF's liaison.
Montana State Fund, PO Box 4759
Helena, Montana 59604-4759
Telephone: (406) 495-5354
Fax: (406) 495-5025
E-mail: resilverthorne@mt.gov

_____ is Contractor's liaison.

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

19.2. Notifications. MSF'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.

20. MEETINGS

MSF may request the meetings as problems arise and will be coordinated by MSF. MSF 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 the end of its term, 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 MSF 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. MSF shall pay Contractor for any resources utilized in performing such transition assistance at the most contract current rates. If MSF terminates a project or this contract for cause, then MSF may offset the cost of paying Contractor for the additional resources Contractor utilized in providing transition assistance with any damages MSF 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 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. 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.

24. SCOPE, ENTIRE AGREEMENT, AND AMENDMENT

24.1 Contract. This contract consists of **(insert number)** numbered pages, any Attachments as required, Solicitation # **(insert solicitation number)**, 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.

24.2 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.

25. WAIVER

MSF'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.

26. EXECUTION

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

MONTANA STATE FUND
855 Front Street
PO Box 4759
Helena, MT 59604-4759

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

BY: _____
Mark Barry, VP Corporate Support

BY: _____
(Name/Title)

(Signature)

(Signature)

DATE: _____

DATE: _____

Approved as to Legal Content:

Nancy Butler, General Counsel

BY: _____
Laurence A. Hubbard, President/CEO

DATE: _____