



# MONTANA STATE FUND REQUEST FOR PROPOSAL (RFP)

<b>RFP Number:</b> MSF 48	<b>RFP Title:</b> Organizational Development Research and Employee Engagement Survey	
<b>RFP Response Due Date and Time:</b> August 13, 2012 2:00 p.m., Mountain Time	<b>Number of Pages:</b> 26	<b>Issue Date:</b> July 10, 2012

ISSUING AGENCY INFORMATION	
<b>Procurement Officer:</b> Curt Swenson	<b>Montana State Fund</b> 855 Front Street Helena, MT 59602 Phone: (406) 495-5188 Fax: (406) 495-5024 TTY Users: 406-495-5030
<b>Website:</b> <a href="http://vendor.mt.gov/">http://vendor.mt.gov/</a>	

INSTRUCTIONS TO OFFERORS		
<b>Return Sealed Proposal to:</b>		
<b>PHYSICAL ADDRESS:</b> Montana State Fund 855 Front Street Helena, MT 59601	<b>MAILING ADDRESS:</b> Montana State Fund PO Box 4759 Helena, MT 59604-4759	<b>Mark Face of Envelope/Package with:</b>  <b>RFP Number: MSF 48</b> <b>RFP Response Due Date: August 13, 2012</b>
<b>Special Instructions:</b>		

OFFERORS MUST COMPLETE THE FOLLOWING	
<b>Offeror Name/Address:</b>	<div style="border-top: 1px solid black; text-align: center; padding: 5px;">(Name/Title)</div> <div style="border-top: 1px solid black; text-align: center; padding: 5px;">(Signature)</div> <p style="font-size: small;">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>
<b>Type of Entity (e.g., corporation, LLC, etc.)</b>	<b>Offeror Phone Number:</b>
<b>Offeror E-mail Address:</b>	<b>Offeror FAX Number:</b>

OFFERORS MUST RETURN THIS COVER SHEET WITH RFP RESPONSE

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## INSTRUCTIONS TO OFFERORS

**It is the responsibility of each offeror to:**

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

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

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

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

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

- Signed Cover Sheet
- Signed Addenda (if appropriate) in accordance with Section 1.4.3
- 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.....	July 10, 2012
Deadline for Receipt of Written Questions .....	July 23, 2012
Deadline for Posting Written Responses to the State's Website .....	July 27, 2012
RFP Response Due Date .....	August 13, 2012
*Scoring Meeting.....	Week of August 20, 2012
*Intended Date for Contract Award.....	August 27, 2012
*Estimated Project Start Date .....	September 10, 2012

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

## SECTION 1: INTRODUCTION AND INSTRUCTIONS

### 1.1 INTRODUCTION

The Montana State Fund (MSF) is seeking a contractor to develop an effective workforce development strategy for Montana State Fund. The contractor will help MSF to identify which roles are at greatest risk due to retirement and attrition, and to develop a structured, sustainable and effective organizational development program which meets the identified needs of MSF to improve recruitment, retention, succession planning, knowledge transfer, employee engagement and job satisfaction. A more complete description of the services to be provided is found in Section 3.

### 1.2 CONTRACT PERIOD

The contract period is for an initial term of one year, beginning approximately September 1, 2012, and ending approximately August 31, 2013, inclusive. The parties may mutually agree to a renewal of this contract in one-year intervals, or any interval that is advantageous to MSF. This contract, including any renewals, may not exceed a total of seven years, at MSF's option.

### 1.3 SINGLE POINT OF CONTACT

From the date this Request for Proposal (RFP) is issued until an offeror is selected and announced by the procurement officer, **offerors shall not communicate with any MSF staff regarding this procurement, except at the direction of Curt Swenson**, 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: **Curt Swenson**  
Telephone Number: **(406) 495-5188**  
Fax Number: **(406) 495-5024**  
E-mail Address: **cswenson@mt.gov**

### 1.4 REQUIRED REVIEW

**1.4.1 Review RFP.** Offerors shall carefully review the entire RFP. Offerors shall promptly notify the procurement officer identified above via e-mail or in writing of any ambiguity, inconsistency, unduly restrictive specifications, or error 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 July 23, 2012. Offerors are to submit questions using the Vendor RFP Question and Answer Form available on the OneStop Vendor Information website at: <http://svc.mt.gov/gsd/OneStop/GSDDocuments.aspx> or by calling (406) 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 July 27, 2012 to all questions received by July 23, 2012. 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 and/or contract terms, shall submit them to the procurement officer listed above by the date 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. MSF's contract, attached as Appendix B, contains the contract terms and conditions which will form the basis of any contract between MSF and the highest scoring offeror. In the event of a dispute as to the duties and responsibilities of the parties under this contract, the contract, along with any attachments prepared by MSF, will govern in the same order of precedence as listed in the 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 seven (7) copies** to MSF. 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 MSF 48. ***Proposals must be received at the reception desk of the Montana State Fund prior to 2:00 p.m., Mountain Time, August 13, 2012. 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. (See Administrative Rules of Montana (ARM) 2.5.509.)

## **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 Vendor Information website at: <http://svc.mt.gov/gsd/OneStop/GSDDocuments.aspx> or by calling (406) 444-2575.

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

### **2.4 CLASSIFICATION AND EVALUATION OF PROPOSALS**

**2.4.1 Initial Classification of Proposals as Responsive or Nonresponsive.** MSF shall initially classify all proposals as either "responsive" or "nonresponsive" (ARM 2.5.602). 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 consistent with ARM 2.5.407. An offeror may be determined nonresponsible at any time during the procurement process if information surfaces that supports a nonresponsible determination. If an offeror is found nonresponsible, 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.** 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.

**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.

**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 as a result of 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 which would not have significant impact on any proposal;
- Not award if it is in the best interest of MSF 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 provide 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.**

### **3.1 BACKGROUND INFORMATION**

#### **MSF BACKGROUND INFORMATION**

MSF is a non-profit, public corporation and was established for the purpose of allowing an option for employers to insure their liability for workers' compensation and occupational disease coverage in Montana. MSF is Montana's largest writer of workers' compensation insurance. MSF is one of three options employers have to provide for their workers' compensation insurance. Employers may self insure, contract with private insurance carriers, or contract with MSF.

MSF is commonly known as the Plan 3 option for employers. MSF is a mono-line insurance company engaged in providing only workers' compensation and occupational disease insurance in Montana. MSF functions as a competitive insurer and also as the guaranteed market for workers' compensation insurance for Montana employers.

MSF is operated much the same as a private insurance carrier, using actuarially sound principles in setting its insurance rates. By law, MSF must be neither more nor less than self-supporting. MSF currently has about 28,000 employer policyholders in the state of Montana.

**3.1.1 Budget for RFP.** MSF has budgeted approximately \$50,000 for the Scope of Work as outlined below. Every effort has been taken to mitigate the Scope of Work on the Contractor so that this project can be completed in a cost effective manner. The Employee Engagement survey and the limited data collection by contractor (retirement information data) can be completed and/or supported electronically. The data MSF will provide Contractor will be supplied on a spreadsheet. A functional tool for data analysis is desired, but software is not requested. MSF HR staff will develop the final work product, the Workforce Development Strategy, using the elements and recommendations from Contractor.

### **3.2 SCOPE OF WORK**

MSF is committed to Organizational & Workforce Development, and in order to develop an effective workforce development strategy for MSF, it is critical that we understand how talent needs impact the business needs. We want to determine levels of employee engagement by identifying which roles are at greatest risk due to retirement and attrition. We intend to develop a Workforce Development Strategy that is a structured, sustainable and effective organizational development program meeting the identified needs of the organization to improve recruitment, retention, succession planning, knowledge transfer, employee engagement and job satisfaction.

MSF desires the assistance of a consultant to support us in achieving this goal through the deliverables described below.

**3.2.1** Deliverable 1 - On site meeting with contractor prior to initiation of work to review deadlines/scope of work and timelines.

- a. Mutually agree on any adjustments to data to be collected by MSF and Contractor and on formatting of data.
- b. Review engagement survey questions and make any mutually agreed modifications.
- c. This deliverable is to be completed by October 1, 2012.

**3.2.2** Deliverable 2 - Conduct Employee Engagement Survey.

This will be a survey of MSF's approximately 285 employees to determine and benchmark the level of employee engagement at MSF. MSF defines employee engagement as follows: "The extent to which employees believe in what they do, feel valued for it and are willing to spend their intellectual effort to make the organization successful".

- a. Employee names are to remain confidential to MSF, and identification based on data collected will be in aggregate form and will not be shared where categories involve less than three participants.
- b. Survey shall be electronic and user friendly for employees.
- c. Contractor shall utilize methods to encourage survey responses from all employees.
- d. Survey to be completed by October 15, 2012.

**3.2.3** Deliverable 3 - Data Collection on MSF's approximately 285 employees

- a. Contractor will collect anticipated date of retirement information from employees and as mutually agreed, other relevant data.
- b. Other data to be utilized by the Contractor will include historical turnover data for five years by position and reason, employee position, team, longevity with MSF, age, education, and experience. This data will be supplied to contractor on an excel spreadsheet by MSF.
- c. Data collection to be completed by November 15, 2012.

**3.2.4** Deliverable 4 - Provide a tool for the analysis of employee engagement levels and the data collected to assist in forecasting the talent and skill needs of MSF. (MSF is not requesting a software tool.)

- a. MSF shall own the tool and have the ability to update data in the tool for future use, without any additional fees or costs.
- b. The tool will support identification of critical succession planning, training and knowledge transfer needs at MSF based on the analysis of the levels of employee engagement from the survey, MSF turnover data, and projected retirements.
- c. The Model shall allow MSF staff to generate customizable reports from the data, including, but not limited to; position, team, longevity, age, education or experience.
- d. Tool will be provided by January 15, 2013.

**3.2.5** Deliverable 5 - Provide a report containing the elements and recommendations for the following: improving employee engagement, addressing training and knowledge transfer needs, enhancing recruitment and retention, and identification of succession planning needs to assist MSF HR staff with developing a prioritized Workforce Development Strategy.

- a. Report to be provided by March 15, 2013.

**3.2.6** Deliverable 6 - Onsite meeting to provide a formal presentation of the recommendations in the written report to MSF leaders.

- a. Onsite meeting to be held by April 15, 2013.

**3.2.7** Deliverable 7 - Provide up to 8 hours of support to MSF, or as mutually agreed, following delivery of the report referenced in 3.2.5.

**3.2.8** **Optional.** Deliverable 8 - Upon request of MSF, in FY 15 or later, contractor may be requested to perform a follow-up employee engagement survey and report on level of engagement as compared to the prior survey, to include recommendations for improvement.

## 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 the offeror's ability to 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 OFFEROR QUALIFICATIONS**

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. **THE RESPONSE, "(OFFEROR'S NAME) UNDERSTANDS AND WILL COMPLY," IS NOT APPROPRIATE FOR THIS SECTION.**

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

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

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

**4.2.2 Resumes.** A resume or summary of qualifications, work experience, education, and skills must be provided for all key personnel, including any subcontractors, who will be performing any aspects of the contract. Include years of experience providing services similar to those required; education; and certifications where applicable. Identify what role each person would fulfill in performing work identified in this RFP. Project Manager or Principal Consultant must be specifically identified.

**4.2.3 References** Offeror shall provide at least 3 references that have used services of the type proposed in this RFP. At a minimum, the offeror shall provide the company name, the location where the services were provided, contact person(s), customer's telephone number, e-mail address, and a complete description of the service type, and dates the services were provided. These references may be contacted to verify offeror's ability to perform the contract. MSF reserves the right to use any information or additional references deemed necessary to establish the ability of the offeror to perform the conditions of the contract.

## SECTION 5: FEES AND PAYMENT

MSF has budgeted approximately \$50,000 for the Scope of Work. Every effort has been taken to mitigate the Scope of Work on the Contractor so that this project can be completed in a cost effective manner. The Employee Engagement survey and the limited data collection by contractor (retirement information data) can be completed and/or supported electronically. The data MSF will provide Contractor will be supplied on a spreadsheet. A functional tool for data analysis is desired, but software is not requested. MSF HR staff will develop the final work product, the Workforce Development Strategy, using the elements and recommendations from Contractor.

The Offeror should present their proposal for reimbursement for their services for Deliverables 1- 6. Please provide the following:

- Estimated total hours for the Deliverables 1 through 6.
- The all-inclusive maximum fixed fee the firm will charge to perform the services as outlined in Section 3 for services for Deliverables 1 through 6
- Any costs for the tool in Deliverable 4
- A not -to-exceed estimate of expenses; to include travel and related expenses.
- Cost for 8 hours of support in Deliverable 7
  
- Please provide a breakdown of the all-inclusive maximum fixed fee as follows:

Professional Services - Deliverables 1 through 6	\$	
Tool*	\$	
Travel & Related Expenses	\$	
8 hours of support - Deliverable 7	\$	
<b>TOTAL</b>	\$	

Optional Deliverable 8 - If MSF requests the services, reimbursement will be negotiated between the parties as a fixed fee.

The contract continuation for the services in Deliverable 7 and 8 will be contingent upon budget approval from the MSF Board of Directors.

\*MSF shall own the tool and have the ability to update data in the tool for future use, without any additional fees or costs.

## SECTION 6: EVALUATION PROCESS

### 6.1 BASIS OF EVALUATION

The evaluator/evaluation committee will review and evaluate the offers according to the following criteria based on a total number of 2000 points.

#### SCORING GUIDE

The scoring of each phase is weighted by percentages. The proposal will be scored according to the following guidelines, with items awarded points according to these guidelines. Each section will then be weighted by the percentage indicated, resulting in an overall score.

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

**Superior Response (95-100% of total points):** A superior response is a highly comprehensive, excellent reply that meets or exceeds all of the requirements of the RFP. In addition, the response covers areas not originally addressed within the RFP and includes additional information and recommendations that would provide both valuable and beneficial to MSF. This response is considered by the evaluation committee member to be an excellent standard, demonstrating the Offeror's authoritative knowledge, practice and understanding of the services desired.

**Good Response (85-94% of total points):** A good response meets all the requirements of the RFP and demonstrates in a clear and concise manner a thorough knowledge and understanding of the project and subject matter, with no deficiencies noted.

**Fair Response (75-84% of total points):** A fair response meets most requirements set forth in the RFP. The Offeror demonstrates some ability to comply with guidelines and requirements of the project and demonstrates knowledge of subject matter.

**Poor Response (65-74% of total points):** The response minimally meets most requirements set forth in the RFP. Offeror demonstrates minimal knowledge of subject matter.

**Failed Response (<=64% of total points):** 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**

All proposals should address the following items, including either a description of the implementation of each service listed or documentation of the required criteria.

<b>Experience of Company</b>	<b>_____ points for a possible 200 points</b>
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<b>Category</b>	<b>Section of RFP</b>	<b>Point Value</b>
A. Provides documentation of the company's experience in the provision of the requested Scope of Services and resources available to the company.	4.2.1	200

<b>Experience of Consultants</b>	<b>_____ points for a possible 300points</b>
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<b>Category</b>	<b>Section of RFP</b>	<b>Point Value</b>
A. Project Manager or Principal Consultant identified, and resumes of all Consultants assigned to contract submitted.	4.2.2	100
B. Experience of the assigned consultants relevant to the Deliverables in the Scope of Services, 1 through 6	3.2	200

<b>Approach to Project/Methodology</b>	<b>_____ points for a possible 1100 points</b>
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<b>Category</b>	<b>Section of RFP</b>	<b>Point Value</b>
A. Comprehensively describe the approach and methodologies to be used in providing Deliverables 1, 3,5 & 6	3.2	400
B. Describe the proposed approach to Employee Engagement Survey for this project, the statistical validity of the Survey and basis for the recommendation, Deliverable 2	3.2.2	400
C. Describe the tool recommended for this project, (type, functionality, user friendly features, statistical validity) and basis for the recommendation, Deliverable 4	3.2.4	300

<b>References</b>		<b>___ points for a possible 200points</b>	
<b>Category</b>		<b>Section of RFP</b>	<b>Point Value</b>
A.	Services appropriately delivered- relevant to Scope of Services.	4.2.3	200

<b>Cost</b>		<b>Negotiable</b>	
<b>Category</b>		<b>Section of RFP</b>	<b>Point Value</b>
A.	Offeror should provide an all-inclusive maximum fixed fee (in addition to hourly and cost estimate for each deliverable) for all professional services and the tool to be provided for Deliverables 1 through 7; and expenses, to include travel and related expenses, all as outlined in Section 5. 175 points for Deliverables 1 through 6 and 25 points for Deliverable 7	5	200

## 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 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:** 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.

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

**ALTERATION OF SOLICITATION DOCUMENT:** In the event of inconsistencies or contradictions between language contained in MSF's solicitation document and a vendor'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 vendor's disqualification and possible debarment.

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

**AUTHORITY:** The attached bid, request for proposal, limited solicitation, or contract is issued under authority of section 39-71-2315, MCA.

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

**CONFORMANCE WITH CONTRACT:** No alteration of the terms, conditions, delivery, price, quality, quantities, or specifications of the contract shall be granted without prior written consent of MSF. Supplies delivered which do not conform to the contract terms, conditions, and specifications may be rejected and returned at the contractor's expense.

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

**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.

**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.

**FORCE MAJEURE:** Neither party shall be 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 is using its best efforts to remedy such failure or delays.

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

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

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

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

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

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

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

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

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

**VENUE:** This solicitation is governed by the laws of Montana. The parties agree that any litigation concerning this bid, request for proposal, limited solicitation, or subsequent contract, must be brought in the 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. (Section 18-1-401, MCA.)

**WARRANTIES:** The contractor warrants that items offered will conform to the specifications requested, to be fit and sufficient for the purpose manufactured, of good material and workmanship, and free from defect. Items offered must be new and unused and of the latest model or manufacture, unless otherwise specified by MSF. They shall be equal in quality and performance to those indicated herein. Descriptions used herein are specified solely for the purpose of indicating standards of quality, performance, and/or use desired. Exceptions will be rejected.

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Revised 2/10

## **APPENDIX B: CONTRACT**

### **CONTRACT FOR Contract ID No. –**

THIS AGREEMENT is made and entered into between the **MONTANA STATE FUND**, 855 Front Street, PO Box 4759, Helena, MT 59604-4759, hereinafter called "MSF" and \_\_\_\_\_, hereinafter called the "Contractor."

For and in the consideration of the mutual and reciprocal covenants, promises and agreements of the parties as contained herein, the parties agree as follows, with the foregoing recitals incorporated therein.

### **SECTION 1 SCOPE OF WORK**

### **SECTION 2 CONTRACT TERM/RENEWAL**

The term of this contract will be \_\_\_\_\_ through \_\_\_\_\_, as the contractor is available. This instrument shall not be effective until duly signed by all the parties hereto.

### **SECTION 3 GENERAL TERMS OF PAYMENT**

1. MSF will pay Contractor
2. Payment to Contractor will be made upon submission of a claim for services rendered and expenses incurred.
3. Contractor shall maintain reasonable records of his/her performance and expenses under this agreement and shall allow access to these records by MSF as requested and other agencies of the state as required by law.

### **SECTION 4 LIAISON**

MSF has designated \_\_\_\_\_ as liaison to whom Contractor is to direct its communications concerning the Agreement. Contractor has designated \_\_\_\_\_ as its liaison to whom MSF is to direct its communications concerning this Agreement.

### **SECTION 5 ACCESS TO RECORDS -- RETENTION OF RECORDS**

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

## **SECTION 6** **ASSIGNMENT, TRANSFER AND SUBCONTRACTING**

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

## **SECTION 7** **HOLD HARMLESS/INDEMNIFICATION**

The Contractor agrees to protect, defend, and save the State of Montana, 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 the Contractor's employees or third parties on account of bodily or personal injuries, death, or damage to property arising out of services performed or omissions of services or in any way resulting from the acts or omissions of the Contractor and/or its agents, employees, representatives, assigns, subcontractors, except the sole negligence of MSF, under this agreement.

## **SECTION 8** **COMPLIANCE WITH LAWS**

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

## **SECTION 9** **COMPLIANCE WITH WORKERS' COMPENSATION ACT**

Contractors are required to comply with the provisions of the Montana Workers' Compensation Act while performing work for MSF in accordance with sections 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 the contractor nor its employees are employees of MSF. This insurance/exemption must be valid for the entire term of the contract. A renewal document must be sent to the Montana State Fund, P.O. Box 4759, Helena, MT 59604-4759, upon expiration.

**SECTION 10**  
**CONTRACT TERMINATION**

1. MSF or the Contractor, with 30 days written notice to the other, may at any time during the term of this contract, terminate this contract with cause, or if the other party:
  - a. fails to perform its contractual duties or responsibilities; or
  - b. does not meet expected performance levels; or
  - c. does not meet time frames to improve performance levels as developed by MSF and the Contractor.
2. MSF, or the Contractor, may terminate this contract at any time if either entity ceases to exist.

**SECTION 11**  
**MODIFICATION OF CONTRACT**

1. No modification of this agreement shall be valid or binding unless such modification is in writing, duly dated, and executed by all parties to this original agreement.
2. If any portion of this contract becomes void by order of a court of law, all other sections of this contract remain in place with full force and effect.

**SECTION 12**  
**INSURANCE REQUIREMENTS**

The contractor shall maintain for the duration of the contract, at its cost, primary insurance coverage against claims for injuries to persons or damages to property including contractual liability, which may arise from work performed under this contract. This insurance shall cover such claims as may be caused by any act, omission, or negligence of the contractor or its officers, agents, representatives, assigns, or servants.

The contractor must provide a certificate for Commercial General Liability, Commercial Automobile Liability and Professional Liability coverage, to include bodily injury, personal injury and property damage with combined single limits of \$1,000,000 per claim, and \$2,000,000 aggregate per year, from an insurer with a Best's Rating of no less than A-.

**SECTION 13**  
**LIMITS OF AGREEMENT**

This instrument contains the entire Agreement between the parties, and no statements, promises of inducements made by either party, or agents of either party, which are not contained in the written Agreement shall be valid or binding. This Agreement may not be enlarged, modified or altered except as provided in Section 11, Modifications of this contract.

**SECTION 14**  
**SUCCESSORS AND ASSIGNS**

This Agreement shall be binding on all successors and assigns of the Contractor, including successors in interest.

**SECTION 15**  
**CHOICE OF LAW AND VENUE**

This contract is governed by the laws of Montana. The parties agree that any litigation concerning this bid, request for proposal, limited solicitation, or subsequent contract, must be brought in the 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. (Section 18-1-401, MCA.)

**SECTION 16**  
**FAILURE OF ENFORCEMENT IS NOT A WAIVER**

Failure of MSF to enforce any of the provisions of this contract does not constitute a waiver of that provision or affect any part of this contract, or the right of MSF to later enforce that provision.

**SECTION 17**  
**BEST EFFORTS OF CONTRACTOR**

1. 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 terms of the agreement.
2. Contractor agrees to conduct itself so as not to diminish the good will and reputation of MSF or its employees and to abide by all applicable laws, rules and regulations.
3. Contractor further agrees to comply with, abide by and be bound by the terms, conditions and covenants of this agreement.

**SECTION 18**  
**MSF ASSISTANCE**

MSF shall not supply Contractor with any assistance in the form of personnel, office equipment or other similar and related items.

**SECTION 19**  
**CONFIDENTIALITY**

Contractor will keep all information received from State Fund , and all information and data created under the contract confidential, except that Contractor may utilize and disclose confidential information and data to the extent necessary to perform the services required under this contract. Contractor may not otherwise provide third parties confidential information or data unless authorized in writing by State Fund to release the data or information. If Contractor is subpoenaed for State Fund information, Contractor must notify State Fund within 24 hours of service of the subpoena, and prior to responding to the subpoena. All employees and agents of Contractor who may receive confidential information from State Fund will be advised of the confidentiality requirements of this contract.

**MONTANA STATE FUND**

By: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Approved for Legal Content by:**

\_\_\_\_\_  
NANCY BUTLER  
General Counsel

Date: \_\_\_\_\_