



# MONTANA STATE FUND REQUEST FOR PROPOSAL (RFP)

<b>RFP Number:</b> MSF 50	<b>RFP Title:</b> Advertising/Public Relations	
<b>RFP Response Due Date and Time:</b> March 15, 2013 4:00 p.m., Mountain Time	<b>Number of Pages:</b> 31	<b>Issue Date:</b> February 11, 2013

## ISSUING AGENCY INFORMATION

<b>Procurement Officer:</b> Mary Boyle	<b>Montana State Fund</b> Phone: (406) 495-5124 Fax: (406) 495-5023 TTY Users, Dial 711
<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>Mark Face of Envelope/Package with:</b>  <b>RFP Number: MSF 50</b> <b>RFP Response Due Date:</b> <b>March 15, 2013</b>
<b>Special Instructions:</b>	

## OFFERORS MUST COMPLETE THE FOLLOWING

<b>Offeror Name/Address:</b>	_____
	(Name/Title)
<b>Type of Entity (e.g., corporation, LLC, etc.)</b>	_____
	(Signature)
<b>Offeror E-mail Address:</b>	<b>Offeror Phone Number:</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 .....	February 11, 2013
Deadline for Receipt of Written Questions .....	February 22, 2013
Deadline for Posting Written Responses to the State's Website.....	March 1, 2013
RFP Response Due Date .....	March 15, 2013
Notification of Offeror Interviews/Product Demonstrations (Optional) .....	March 26, 2013*
Offeror Interviews/Product Demonstrations (Optional) .....	Week of April 8-12, 2013*
Intended Date for Contract Award (Optional) .....	April 19, 2013

**\*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, (hereinafter referred to as "MSF") is seeking the professional services of a full-service marketing and advertising agency to work as a collaborative partner in the development and implementation of a comprehensive marketing program to generally inform the public about MSF on a regular basis; enhance its overall image; and describe the benefits of doing business with MSF. A more complete description of the services sought for this project is provided in Section 3, Scope of Services. Proposals submitted in response to this solicitation must comply with the instructions and procedures contained herein.

### 1.2 CONTRACT PERIOD

The contract period is two year(s), beginning July 1, 2013, and ending June 30, 2015, inclusive. The parties may mutually agree to a renewal of this contract in two-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 Mary Boyle**, 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: **Mary Boyle**  
Telephone Number: **(406) 495-5124**  
Fax Number: **(406) 495-5023**  
E-mail Address: **mboyle@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 February 22, 2013. 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 March 1, 2013 to all questions received by February 22, 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 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 50. ***Proposals must be received at the reception desk of the Montana State Fund prior to 4:00 p.m., Mountain Time, March 15, 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 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". 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 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 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. (See Section 4.1.7)

**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 state 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 INTRODUCTION**

Montana State Fund, herein referred to as MSF, is seeking the professional services of a full-service marketing and advertising agency to work as a collaborative partner in the development and implementation of a comprehensive marketing program to generally inform the public about MSF on a regular basis; enhance its overall image; and describe the benefits of doing business with MSF. The agency will also be asked to create publications, forms, templates, website consultation/design, public relations campaigns and other materials that enhance MSF operations, customer satisfaction, and ease of doing business. The marketing budget for consumer campaigns has historically been in the \$450,000-\$650,000 per year range, with a significant percentage of the budget going towards media production, media placement, newsletters and website consultation/design.

### **3.1 BACKGROUND**

Montana State Fund is a workers' compensation insurer servicing over 26,000 Montana employers and their employees with workers' compensation insurance. The mission of Montana State Fund is to be Montana's insurance carrier of choice and industry leader in service.

It is our continuing vision and goal to provide superior service to our entire customer base, which includes employers, injured employees, service providers and agency partners.

Montana State Fund operates in a competitive state workers' compensation insurance system and competes with other workers' compensation carriers for business within the State of Montana. Montana State Fund is required by law to be the insurance carrier of last resort (residual market) for businesses in Montana.

Montana State Fund's operational business structure consists of the Executive Office, Insurance Operations, Insurance Operations Support, Corporate Support, General Counsel, Human Resources and Information Technology. The selected agency will be working directly with the Communications team which is attached to the Executive Office.

#### **Why is there a Montana State Fund?**

In most states (including Montana) workers' compensation is mandatory and employers must purchase insurance coverage or be subject to penalties and exposure to lawsuits by employees. With enactment of state workers' compensation laws, the need for workers' compensation insurance created its own set of problems. Employers feared they would be forced out of business if refused coverage by insurance companies. They were also worried that insurance carriers might deny coverage or impose excessive premium rates that would be a financial burden. In response, state legislatures provided for a guaranteed market for workers' compensation insurance as follows:

State Monopoly: All coverage is provided by a state agency (State Fund). There are no private underwriters and no competition.

Assigned Risk: There are a number of instances in which private insurances carriers reject both small and large businesses for workers' compensation coverage. When an employer cannot get coverage, they are put into the assigned risk pool and they are assigned to an insurance company.

A competitive state fund: This is the system that has basically been in place in Montana since 1915, which gives employers three options for purchasing their insurance:

- ❑ From a private company
- ❑ Develop a self insurance program
- ❑ From Montana State Fund (MSF)

This system provides the most options and flexibility for employers. It also protects the interests of the majority of Montana businesses by fostering a competitive marketplace resulting in pricing that can be as low as prudently possible. While MSF does not pay taxes because of its public, non-profit status, it must serve as the guaranteed market for Montana employers and cannot refuse to insure except for non-payment of premium. It cannot leave the state when there are adverse market conditions. Montana comprises a mere 4/10s of 1% of the national workers' compensation market. Private carriers have the ability to move in and out of a market based on opportunity. Montana State Fund offers employers a constant, locally controlled, reliable, and competitively priced source for workers' compensation insurance. In addition, MSF provides Montanans access to:

- Prompt and equitable benefits to injured workers and their dependents.
- The best medical care and rehabilitation with the goal of the earliest possible return to work and total restoration of the injured employee.
- Service and assistance in the prevention of accidents and occupational disease.

### Montana State Fund operations

By law, MSF is designed to be self-supporting from premium and investment revenue. It is not funded by taxpayers' dollars, but was created by the legislature to function as a self supporting insurance organization conducting business in a highly competitive market.

Because it is a public entity, Montana State Fund is subject to open meeting laws and constitutional requirements concerning investments. However, recognizing that MSF needs to operate in a competitive environment, the legislature has granted exceptions in concerning pay, classification, and certain purchasing requirements. MSF is attached to the executive branch of government through the Department of Administration.

### Legislative Oversight

The legislature maintains ultimate control over MSF. Being created in statute, MSF could be restructured or repealed if the legislature felt it was appropriate. The legislative audit division (LAD) performs an annual review to ensure that MSF is being run on an actuarially sound and fiscally responsible basis. Montana State Fund provides all legislators a copy of the audited financial statement, annual report and strategic business plan on an annual basis.

### Board of Directors Oversight

The Governor appoints the Montana State Fund Board of Directors. The Board consists of seven individuals that must meet certain eligibility requirements and serve a four-year term on a staggered basis. In Section 39-71-2315, MCA, the legislature granted the management and control of MSF to the Board.

The Board's specific responsibilities as provided in law include: Ratemaking, declaration of dividends, approval of an annual strategic business plan, adopting the annual operating budget, determination of appropriate surplus levels and submission of an annual financial report. The Board also has the responsibility to hire an executive director of MSF. (Section 39-71-2317, MCA) In addition, the Board retains major independent accounting and actuarial firms to validate MSF's financial position and reserves.

### **Workers' compensation and the legislative process**

In each session, there are on average over 30 bill draft requests made regarding workers' compensation issues. A number of these address how benefits are determined and paid, and modifications to existing laws.

There are a number of constituencies that are actively involved in the legislative process, including, but not limited to:

- Employee groups
- Self insured organizations
- Attorneys
- Insurance carriers
- Medical providers
- State insurance commissioner

The Montana Department of Labor is the regulator of the workers' compensation system and their expertise is often called upon.

The judiciary plays a critical role in interpreting how workers' compensation laws are applied. Disputes that cannot be resolved in the workers' compensation court often end up in the Supreme Court. The findings of the Supreme Court can have far reaching ramifications for the workers' compensation system

## **3.2 SPECIFICATIONS AND REQUIREMENTS**

**3.2.1 Expectations.** MSF is undertaking the RFP process with the intention of selecting an agency that offers the combination of experience, strategic planning, financial stability and creativity with a competitive cost structure. The prospective agency should have the resources to make available to MSF a qualified team who will perform the work outlined in this RFP.

Workers' compensation insurance is a complex type of coverage that is subject to misunderstanding and sometimes controversy. It is the job of the communications and marketing effort to present concepts in a clear, concise, and easily understandable manner to the variety of constituencies being served.

**3.2.2 Scope of Work.** The highest scoring offeror is expected to complete the Scope of Work below:

- In cooperation with the strategic direction of MSF, assist in the development of a tactical campaign plan, offer creative execution, communication plans, media recommendations, and outcome measurement. Materials developed under this contract could include but are not limited to the following:
  - Brochures
  - Newsletters
  - Standardized letters and other written communications
  - Radio

- TV
  - Educational Videos
  - Presentations/Seminars
  - Letterhead/Logo design
  - Newspaper Ads
  - Website Consultation/Design
  - Branding
  - Social Media
  - Online newsletters (E blasts)
- Assist MSF in developing an annual strategic consumer-marketing plan that includes: identification of target markets; specific strategies that include objectives for each target market; and tactics to achieve these objectives. Awareness and integration of components from research performed by MSF and other insurance carriers is expected. The plan may be modified periodically, as required by MSF and the contractor.
  - Assist MSF in developing an integrated marketing program including, but not limited to, advertising, publications, pamphlets, direct marketing, and appropriate uses of the internet.
  - At the direction of MSF, and in conjunction with our Strategic Business Plans, analyze and recommend specific marketing mediums. Monitor placement to ensure accuracy and completion of all media schedules.
  - Propose marketing and media strategies to expand promotional efforts effectively into new markets and maintain traditional markets. The agency may provide public relations/publicity support upon request of MSF.
  - Development and placement of any MSF approved media (print, broadcast and internet).
  - Provide website consultation/design services as needed.

### **3.3 WORKING RELATIONSHIP**

MSF may be subjected to outside forces that can dictate the need for immediate action or response from the advertising agency. As such, MSF is at times a service-intensive client. The highest scoring offeror will therefore be expected to understand the inner workings and needs of such a client and have the ability to provide a high level of quality account service no matter what timelines or deadlines are imposed.

MSF intends to have a close working relationship with the highest scoring offeror. While it is not a prerequisite that the offeror have an office in Helena, it is expected that key personnel be available for meetings in Helena as needed at their own expense, and available at all times via telephone and e-mail. MSF will require the successful offeror to provide: (1) budget estimates on all project proposals; and (2) an opportunity for MSF to review all draft materials. MSF's final approval will be required on all proposals undertaken on its behalf. It is also expected that MSF be kept informed as to the status and progress of all approved projects through completion.

The highest scoring offeror will assist in long-term planning and research gathering. In addition, they shall make recommendations as to the most effective method by which to obtain the objectives desired by MSF with the understanding that adoption of any proposed method, plan or suggestion be left to the exclusive judgment of MSF.

## **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.

### **4.0 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.*

### **4.1 OFFEROR QUALIFICATIONS**

To enable MSF to determine the capabilities of an offeror to provide the materials and/or 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.**

#### **4.1.1 References.**

- Offeror shall provide a minimum of four references that are using services of the type proposed in this RFP.
- The references should, if possible, include any experience in developing and implementing an integrated promotion/marketing campaign for a financial service or insurance provider.
- The offeror shall provide the company or agency name, the location where the services were provided, contact person(s), customer telephone number, a complete description of the services performed, and dates the services were provided.
- 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. Negative references may be grounds for proposal disqualification.

#### **4.1.2 Resumes/Company Profile, Experience and Client History.**

- Offeror shall specify how long the individual/company submitting the proposal has been a full-service advertising agency and how long they have been in the business of providing professional advertising and consultation services similar to those requested in this RFP.
- Offeror should list the location(s) of the office(s) from which the primary work on this contract would be performed and any other satellite offices that may be utilized.
- Offeror should describe the structure of the organization, including any board of directors, partners, etc.
- Offeror should include proposed staffing and organization of personnel to be assigned to this account and provide answers to the following information requests concerning the qualifications and experience of all executive, managerial and professional personnel to be assigned to this contract.
  - The information provided should include resumes that cite experience with similar projects and the responsibilities to be assigned to each person.

##### **4.1.2.1 Account Manager.**

- Identify one individual who will manage the contract work.
- Document overall experience in managing an account of this size and complexity.

- Provide detail on the Account Manager's experience, education, affiliations, memberships, awards, and recognitions received for similar services.
- Describe this individual's work ethic and philosophy.
- Describe the Account Manager's planned duties servicing this account.
- Define the percent of the Account Manager's time to be devoted exclusively to managing MSF's account.

#### **4.1.2.2 Account Team.**

- Identify by name, title and role each proposed team member on MSF's account.
- Include relevant experience, including that which may be outside of your agency and/or outside the advertising field.
- Identify specifically what percentage of the firms' total effort will be provided by various team members.
- Detail staff experience in media research and buying, including print and broadcast. Include any training or media software used.

#### **4.1.2.3 Organization Chart.**

- Submit an organizational chart, showing the hierarchy of key personnel to be working on this account.
- Show the relationship between Account Manager, account team and key personnel of the offeror's organization and all other partners (subcontractors) to the proposal. Subcontractors will be subject to MSF approval.

#### **4.1.2.4 Personnel Changes.**

- The offeror shall describe any significant changes in the firm's organization and staffing during the previous three years.
- If your agency receives this account, what personnel changes would you have to make? How many new employees would you have to hire and for what positions?

#### **4.1.2.5 Business/Marketing Philosophy.**

- Detail your agency's business and marketing philosophies.
- Describe your agency's work environment and internal culture.

#### **4.1.2.6 Client History.**

- The offeror should provide the following information about client history:
  - Total number of current accounts with total annual billing amount.
  - Three current largest clients, the date of their acquisition and the proportion of total billings represented by these accounts.
  - The most significant accounts the offeror has added over the past three years and the most significant accounts the offeror has lost over the past three years. Provide an explanation for each acquisition or loss.
  - The percent of total billings the offeror spent last year in the following mediums: TV, magazine, radio, newspaper, outdoors and internet.

### **4.1.3 Method of Providing Service.**

- The offeror should specifically describe in detail the following in-house services and discuss examples of successful applications:
  - Strategy – Offeror should demonstrate its experience in the development of comprehensive strategies to ensure that promotion efforts, advertising, and public relations campaigns of various programs would be coordinated to present a unified image.

- Brand development, positioning and awareness – Offeror should demonstrate its in-house expertise and experience in executing a branding campaign.
- Public relations – Offeror should describe at least one public relations/promotional project of statewide scope within the last two years.
- Media research and buying – Offeror should discuss its in-house capability to conduct media research to determine the most efficient and effective marketing and media strategies. Discuss how offeror has integrated other clients' in-house and/or contractor research reports into strategies. Demonstrate experience in making efficient and effective media purchases on a statewide level.
- Offeror should provide description and examples of forms for client reporting methods.
- Offeror should provide a list of in-house production capabilities (listing related equipment). (Informational only.)

#### **4.1.3.1 Research.**

- Describe what role market research plays in shaping an effective marketing strategy. Describe the various methods and means for measuring the effectiveness of marketing promotions and publicity, including return on investment (ROI).
- Detail any agency experience in managing and/or conducting research projects.

#### **4.1.4 Samples of Marketing Campaigns.**

- The offeror should provide a maximum of three samples of previously developed marketing campaigns, which are pertinent to this proposal. The components of the program must be detailed and specific.
  - Provide an explanation of what the campaign was designed to accomplish.
    - In addition, the offeror shall also provide a description of strategic goals of the campaign and the offeror's involvement in developing the strategic direction.
- Provide budget information including annual media billings where applicable.
- Provide measurable outcomes of the campaign describing the various methods and means for measuring the effectiveness of the marketing campaign including return on investment (ROI).
- For the samples provided, identify the personnel responsible for the campaign components and cross-reference how the person is proposed to be utilized for the MSF campaign.
- The campaigns cited should, in total, include as many of the components listed below as possible:
  - Four-color print advertising
  - B&W print advertising
  - Television advertising
  - Direct mail
  - Promotional brochures
  - Annual reports
  - Newspaper advertising
  - Radio advertising
  - Outdoor advertising
  - Copywriting
  - Media research/buying
  - Website consultation/design
  - Social media campaigns

- Online newsletters (E blasts)

#### **4.1.5 Strategic Solution Presentation – Written Response.**

- A. Educating Montana’s employers and employees about the benefits of workplace safety has been a major focus of our media campaigns throughout the past years. Generally, we have promoted this message through TV, radio, print, outdoor and website based campaigns. While we have dabbled in social media in past campaigns, we would like a well-thought-out safety campaign that is executed primarily through social media.

Offeror must prepare a response as to how they would approach the execution of a social media campaign that would educate employers, employees and the public about the importance of safety in the workplace. Please provide mock ups of Facebook pages, tweets, and/or other social media tools that would be used to spread our message of safety to the public and promote Montana State Fund as a leader in safety education. Please include in your response how you would deploy the campaign, who would manage the campaign on a day to day basis and the budget you would suggest for the campaign. For background on our safety related information visit [safetmt.com](http://safetmt.com) and [nojack.net](http://nojack.net).

**4.1.6 Your Turn.** The offeror should use this opportunity to share any additional information about themselves that has not been directly covered in the RFP but is relevant to their ability to service this account.

**4.1.7 Oral Presentation/Product Demonstration/Interview.** MSF reserves the right to (1) to have presentations/demonstrations/ interviews from up to three of the highest scoring offerors. If MSF requires it, Offerors must be prepared to have the key personnel assigned to this project complete an oral presentation/product demonstration/interview in Helena, Montana. (See Section 2.4.5)

**4.1.8 MSF's Use of Submitted Materials** By submitting a response to 4.1.5, the offeror agrees that any use by MSF of the offeror's concepts, ideas, themes and other information is permitted, irrespective of whether offeror is selected and a contract is entered into with the offeror.

## 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.

### **5.0 COST PROPOSAL**

The anticipated annual budget for the professional advertising and consultation services detailed herein is approximately \$450,000-\$650,000. Historically, 70 percent of the consumer-marketing budget has gone towards media placement in the form of television, radio, print and outdoor advertising.

### **5.1 BILLABLE HOURS/SERVICE**

List all services for which you charge and the amount per billable hour you would charge for the initial 24-month contract term. Include all items on the worksheet provided below and any others that are relevant to the proposal that Montana State Fund would be expected to pay.

Service Provided	\$ Amount per Hour
Account Management	
Copywriting/Editing	
Creative Concepting	
Design/Layout	
Broadcast Direction/Supervision	
Market Research and Analysis	
Media Research/Buying	
• Commissionable media	
• Non-commissionable media	
Public Relations Management	
Proofreading	
Print Supervision/Quality Control	
Mechanical Art Direction (computer production)	
Website Consultation/Design	
Accounting and Billing	
Budget Research and Estimates	
Travel time to attend meetings at MSF's request outside of Helena	
Costs associated with subcontracted work	
Photoshop/Color Correction	
High-Resolution Scans	
Laser Color Output	
Epson Large Format/Hi Res	
Epson Banner	
Others (please list where appropriate)	

### **5.2 NON-BILLABLE SERVICES**

List all services for which you do not charge with an explanation of how non-billable services are determined.

### **5.3 COMMISSION RATE**

What commission rate would you charge for media placement for this contract (print, broadcast and web)?

## SECTION 6: EVALUATION PROCESS

### 6.0 BASIS OF EVALUATION

The **Offeror Qualifications, Method of Providing Services, Samples of Marketing Campaign, Strategic Solution Presentation, and Your Turn** 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. The **Cost Proposal** will be evaluated based on the formula set forth below.

#### SCORING GUIDE

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

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

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

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

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

## **6.1 EVALUATION CRITERIA**

The evaluation committee will evaluate the proposals in a **two-stage process**. **Stage One** will consist of a **scored process based on the submitted proposals**. At the option and discretion of MSF, up to three of the highest scoring offerors will proceed to **Stage Two**, which will consist of **an in-person interview in Helena, Montana**. One of the individuals participating in the Stage Two oral interview must be the person designated in the proposal as the account manager.

**6.1.1 Scoring Procedure.** For each finalist, total points for written responses, as scored by the evaluation committee, and total points for the oral interview will be combined into one total. The contract will be awarded to the offeror with the highest combined total points.

**6.1.2 Ability to Waive Stage Two.** The evaluation committee reserves the right to waive the Stage Two portion of the evaluation. In that instance, MSF may select the highest scoring offeror from Stage One and proceed immediately to final negotiations for awarding a contract.

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

## **6.2 STAGE ONE EVALUATION CRITERIA**

Based on a maximum possible value of **1000 points**, the evaluation committee will review and evaluate the offers according to the following criteria:

<b>Offeror Qualifications</b>	<b><u>10%</u> of points for a possible 100</b>
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<b>Category</b>	<b>Section of RFP</b>	<b>Point Value</b>
A. Resumes/Company Profile, Experience and Client History	4.1.2	40
B. Account Manager	4.1.2.1	10
C. Account Team	4.1.2.2	10
D. Account Team, Organization Chart, Personnel Changes	4.1.2.2 – 4.1.2.4	5
E. Business/Marketing Philosophy	4.1.2.5	15
F. Client History	4.1.2.6	20

<b>Method of Providing Services</b>	<b><u>10%</u> of points for a possible 100</b>
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<b>Category</b>	<b>Section of RFP</b>	<b>Point Value</b>
A. Experience in developing comprehensive Strategies and executing campaigns	4.1.3	75
B. Experience in media research/buying	4.1.3	15
C. Client reporting methods	4.1.3	5
D. Research	4.1.3.1	5

<b>Samples of Marketing Campaigns</b>	<b><u>25%</u> of points for a possible 250</b>
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<b>Category</b>	<b>Section of RFP</b>	<b>Point Value</b>
A. Creative approach	4.1.4	200
B. Strategic planning and involvement	4.1.4	50

<b>Strategic Solution Presentation</b>	<b><u>35%</u> of points for a possible 350</b>
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<b>Category</b>	<b>Section of RFP</b>	<b>Point Value</b>
A. Strategic Solution Presentation - Social Media Campaign	4.1.5	300

**Your Turn****10% of points for a possible 100**

<b>Category</b>	<b>Section of RFP</b>	<b>Point Value</b>
A. Demonstrates a strong understanding of what is required and needed to provide the utmost service for this contract.	4.1.6	100

**Cost for Services****10% of points for a possible 100**

<b>Category</b>	<b>Section of RFP</b>	<b>Point Value</b>
A. Billable Hour/Service	5.1	60
B. Non-Billable Services	5.2	20
C. Commission rate for media	5.3	20

**References****Pass/Fail**

<b>Category</b>	<b>Section of RFP</b>	<b>Point Value</b>
A. References	4.1.1	Pass/Fail

### **6.3 STAGE TWO EVALUATION CRITERIA**

Based on a maximum possible value of **425 points**, the evaluation committee will review and evaluate the Stage Two proposals according to the following criteria:

<b>Oral Interview</b>
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<b>Category</b>	<b>Point Value</b>
A. Ability to demonstrate an understanding of MSF, the workers' compensation market in Montana, and the challenges of operating as a quasi public agency in a competitive environment	100
B. Ability to articulate and expound on the Strategic Solution Presentations	200
C. Ability to articulate the offeror's capabilities	75
E. Delivery, creativity and professionalism of presentation in interview	50

## 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.

**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.

**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 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.

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

## **APPENDIX B: CONTRACT**

### **CONTRACT FOR ADVERTISING/PUBLIC RELATIONS SERVICES**

**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.
4. Payment terms may be modified at contract renewal dates upon agreement of both parties.

#### **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 MSF, 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 MSF or a 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 MSF. (Section 18-4-141, MCA.) The Contractor shall be 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 the Contractor. No contractual relationships exist between any subcontractor and MSF.

**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.
3. In the event of contract termination/cancellation, the Contractor will transfer all records related to a referred claim to either MSF or a new Contractor, and neither MSF nor the new Contractor may be charged for the transfer.

## **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**  
**ENTIRE AGREEMENT**

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

**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.

**MONTANA STATE FUND**

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

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

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

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

**Approved for Legal Content by:**

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

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