



STATE OF MONTANA REQUEST FOR PROPOSAL (THIS IS NOT AN ORDER)

RFP Number: MSF 19	RFP Title: Safety Management Services	
RFP Due Date and Time: Open		Number of Pages: 16
ISSUING AGENCY INFORMATION		
Procurement Officer: Wayne Dillavou		Issue Date: October 18, 2004
Montana State Fund PO Box 4759 Helena, MT 59604-4759		Phone: 406-495-5162 Fax: 406-495-5023 TTY Users, Dial 711 Website: http://discoveringmontana.com/doa/gsd/osbs/default.asp
INSTRUCTIONS TO CONTRACTORS		
Return Proposal to: Montana State Fund 855 Front Street Helena, MT 59601	Mark Face of Envelope/Package: RFP Number: MSF 19 RFP Due Date: Open	
	Special Instructions:	
IMPORTANT: SEE STANDARD TERMS AND CONDITIONS CONTRACTOR MUST COMPLETE THE FOLLOWING		
Contractor Name/Address:	Authorized Contractor Signatory: (Please print name and sign in ink)	
Contractor Phone Number:	Contractor FAX Number:	
Contractor Federal I.D. Number:	Contractor E-mail Address:	
CONTRACTORS MUST RETURN THIS COVER SHEET WITH RFP RESPONSE		

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SCHEDULE OF EVENTS

EVENT

DATE

RFP Issue Date.....October 18, 2004

RFP Response Due Date Open

Service Start DateOn or after October 28, 2004

SECTION 1: PROJECT OVERVIEW AND INSTRUCTIONS

1.0 PROJECT OVERVIEW

The Montana State Fund, hereinafter referred to as "State Fund" is pleased to invite you to submit a proposal for Safety Management Consulting service as specified in this Request for Proposal (RFP). The State Fund is seeking proposals from qualified vendors to provide Safety Management Consulting services to State Fund policyholders under written contracts between the State Fund and each Contractor awarded a contract under this RFP. These will be nonexclusive contracts, and the State Fund does not guarantee any number of referrals under this agreement. The initial contract term extends until June 30, 2005, with subsequent one-year renewals possible. Services may begin on or after October 28, 2004. Proposals submitted in response to the specifications contained herein shall comply with the following instructions and procedures.

1.1 CONTRACT TERM

The contract term is for a period negotiated between the parties, beginning on the date of contract signature, and ending June 30, 2005. Renewals of the contract, by mutual agreement of both parties, may be made at one-year intervals, or any interval that is advantageous to the State Fund, not to exceed a total of seven years, at the option of the State Fund. Additional Safety Management Consulting service providers may enter into contracts with the State Fund at any time, subject to review of qualifications and agreement to the required terms contained in this proposal.

1.2 SINGLE POINT OF CONTACT

From the date this Request for Proposal (RFP) is issued until a contractor is selected and the selection is announced by the procurement officer, **Contractors are not allowed to communicate with any State Fund staff or officials regarding this procurement, except at the direction of James Lindsey**, the procurement officer in charge of the solicitation. Any unauthorized contact may disqualify the Contractor from further consideration. Contact information for the single point of contact is as follows:

Procurement Officer: **Wayne Dillavou**
Address: **Montana State Fund, 855 Front Street, PO Box 4759, Helena, MT 59604-4759**
Telephone Number: **406-495-5162**
Fax Number: **406-495-5023**
E-mail Address: **wdillavou@montanastatefund.com**

1.3 REQUIRED REVIEW

1.3.1 Review RFP. Contractors should carefully review the instructions, mandatory requirements, specifications, standard terms and conditions, and contract set out in this RFP and promptly notify the procurement officer identified above in writing or via e-mail of any ambiguity, inconsistency, unduly restrictive specifications, or error which they discover upon examination of this RFP. This should include any terms or requirements within the RFP that either preclude the Contractor from responding to the RFP or add unnecessary cost. The State Fund will make any final determination of changes to the RFP.

1.4 GENERAL REQUIREMENTS

1.4.1 Acceptance of Standard Terms and Conditions/Contract. By submitting a response to this RFP, Contractor agrees to acceptance of the contract as set out in Appendix A of this RFP.

1.4.2 Resulting Contract. This RFP and any addenda, the Contractor's RFP response, including any amendments, shall be included in any resulting contract. The State Fund's contract, attached as Appendix A, contains the contract terms and conditions which will form the basis of any contract. 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 the State Fund, will govern in the same order of precedence as listed in the contract.

1.4.3 Mandatory Requirements. To be eligible for consideration, a Contractor *must* meet the intent of all mandatory requirements. The State Fund will determine whether a Contractor's RFP response complies with the intent of the requirements. RFP responses that do not meet the full intent of all requirements listed in this RFP may be deemed non-responsive.

1.4.4 Understanding of Specifications and Requirements. By submitting a response to this RFP, Contractor agrees to an understanding of and compliance with the specifications and requirements described in this RFP.

1.4.5 Prime Contractor/Subcontractors. The State Fund reserves the right to approve all subcontractors. The Contractor shall be responsible to the State Fund 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. Further, nothing contained within this document or any contract documents created as a result of any contract awards derived from this RFP shall create any contractual relationships between any subcontractor and the State Fund.

1.4.6 Contractor's Signature. The proposal and Appendix B must be signed in ink by an individual authorized to legally bind the business submitting the proposal. The Contractor's signature on a proposal in response to this RFP guarantees that the offer has been established without collusion and without effort to preclude the State Fund from obtaining the best possible supply or service. Proof of authority of the person signing the RFP response must be furnished upon request.

SECTION 2: RFP STANDARD INFORMATION

2.0 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 criteria to any number of Contractors who are qualified, and can provide the services required hereunder.

2.1 CONTRACTOR COMPETITION

The State Fund encourages free and open competition among Contractors. Whenever possible, the State Fund will design specifications, proposal requests, and conditions to accomplish this objective, consistent with the necessity to satisfy the State Fund's need to procure technically sound, cost-effective services and supplies.

2.2 RECEIPT OF PROPOSALS AND PUBLIC INSPECTION

2.2.1 Public Information. All information received in response to this RFP, including copyrighted material, is deemed public information and will be made available for public viewing and copying shortly after the time for receipt of proposals has passed with the following three exceptions: (1) bona fide trade secrets meeting the requirements of the Uniform Trade Secrets Act, Title 30, chapter 14, part 4, MCA, that have been properly marked, separated, and documented; (2) matters involving individual safety as determined by the

State Fund; (3) any company financial information requested by the State Fund to determine vendor responsibility, unless prior written consent has been given by the Contractor.

2.2.2 Procurement Officer Review of Proposals. Upon opening the proposals received in response to this RFP, the procurement officer in charge of the solicitation will review the proposals and separate out any information that meets the referenced exceptions in Section 2.2.1 above, providing the following conditions have been met:

- Confidential information 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 a contractor'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 General Services Division's website at: <http://www.discoveringmontana.com/dao/gsd/css/Resources/Forms.asp> or by calling (406) 444-7772.

Information separated out under this process will be available for review only by the procurement officer, the evaluation committee members, and limited other designees. Contractors must be prepared to pay all legal costs and fees associated with defending a claim for confidentiality in the event of a "right to know" (open records) request from another party.

2.3 CLASSIFICATION OF PROPOSALS

2.3.1 Classification of Proposals as Responsive or Nonresponsive. All proposals will initially be classified as either "responsive" or "nonresponsive". Proposals may be found nonresponsive any time during the evaluation process or contract negotiation if any of the required information is not provided; or the proposal is not within the plans and specifications described and required in the RFP. If a proposal is found to be nonresponsive, it will not be considered further.

2.3.2 Determination of Responsibility. The procurement officer will determine whether a Contractor has met standards of responsibility. Such a determination may be made at any time during the evaluation process and through contract negotiation if information surfaces that would result in a determination of nonresponsibility. If a Contractor is found nonresponsible, the determination must be in writing, made a part of the procurement file and mailed to the affected Contractor.

2.3.3 Contract Award. Contract award, if any, will be made to any Contractor who meets the requirements of this RFP, and provides all required documents and successfully completes contract negotiation. A formal contract utilizing the Contract attached as Appendix A will be executed by all parties.

2.4 STATE FUND'S RIGHTS RESERVED

While the State Fund has every intention to award a contract as a result of this RFP, issuance of the RFP in no way constitutes a commitment by the State Fund to award and execute a contract. Upon a determination such actions would be in its best interest, the State Fund, 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 the State Fund not to proceed with contract execution; or
- if awarded, terminate any contract if the State Fund determines adequate state funds are not available.

SECTION 3: SCOPE OF PROJECT

3.0 CONTRACTOR REQUIREMENTS

1. Each Contractor must provide a copy of its business license and professional certification to the State Fund indicating the ability to conduct business and perform the services required under this RFP. A copy of the certificate and license must be provided to the State Fund prior to contract award.
2. All Contractors must retain records that fully disclose the extent and nature of services provided for each policyholder referred by the State Fund.
3. All Contractors must accept State Fund payment as payment in full for services rendered and not charge a referred policyholder additional fees.
4. All Contractors must ensure the confidentiality of Safety Management Consulting services records and any other records related to the policyholder.
5. All Contractors that are foreign corporations must be registered with the Secretary of State to conduct business within the state of Montana, as required by MCA 35-1-1026.
6. The State Fund will retain the right to approve and disapprove the Contractor's personnel who are assigned by Contractor to conduct on-site policyholder visits.
7. All personnel who provide on-site safety management services to State Fund policyholders must have a minimum of three years of experience in providing safety management services for employers.
8. The Contractor and its personnel must maintain a professional demeanor and appearance at all times when communicating with and visiting a State Fund policyholder.

3.1 GENERAL TERMS OF PAYMENT

1. All bills must be submitted on invoice forms provided by the Contractor, with sufficient detail to show the safety management consulting services provided to each policyholder and the fees for each.
2. The use of any equipment for which the Contractor may make a separate charge must be approved in advance and in writing by the State Fund. The charges for such equipment must be separately itemized in the Contractor's invoice.
3. The Contractor will be entitled to payment for services rendered and equipment provided only after the State Fund has reviewed and approved the Contractor's work.

3.2 SCOPE OF SERVICES: SAFETY MANAGEMENT CONSULTING

The Contractor will provide, upon request by the State Fund, the following safety management consulting services:

1. Provide on-site safety management visits and evaluations of State Fund policyholders' places of business, when referred by the State Fund.
2. Production of a confirmation of visit letter following completion of the on-site visit.
3. Follow-up communications with policyholders on the implementation of recommendations, as requested by the State Fund.
4. Production of a report on a form provided or approved by the State Fund that contains the results of the policyholder site visits and appropriate recommendations for action by the policyholder.
5. The Contractor will designate a representative who will be available as needed for business review and provide a phone number and e-mail address for that representative.

3.3 COMPENSATION

1. If Contractor provides a flat rate standard report, compensation will be based on the Contractor's usual and customary fees for the services provided under this RFP, plus the Contractor's usual and customary charges for equipment and supplies provided in connection with these services.

2. If Contractor provides customized services and reports at the request of State Fund, the Contractor may charge for its services on a time and cost basis. The hourly rate for services may be no more than \$85 an hours for a maximum of four hours, unless a greater amount of time is approved in advance by the State Fund.

3.4 BILLING

1. Billing must be submitted on an invoice form with sufficient detail for the State Fund to discern the date of services, type of services and policyholder served.

SECTION 4: CONTRACTOR QUALIFICATIONS

4.0 STATE FUND'S RIGHT TO INVESTIGATE AND REJECT

The State Fund may make such investigations as deemed necessary to determine the ability of the Contractor to provide the supplies and/or perform the services specified. The State Fund reserves the right to reject any proposal if the evidence submitted by, or investigation of, the Contractor fails to satisfy the State Fund that the Contractor is properly qualified to carry out the obligations of the contract. *This includes the State Fund's ability to reject the proposal based on negative references.*

4.1 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.

At contract execution, 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-.

APPENDIX A CONTRACT

CONTRACT FOR SAFETY MANAGEMENT CONSULTING SERVICES

Contract ID No. OS-SM-

THIS AGREEMENT is made and entered into between the **MONTANA STATE FUND**, 855 Front Street, Helena, MT 59601, hereinafter called "State Fund" and _____, Federal Tax ID No. _____, 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**

Purpose

The purpose of this agreement is to provide Safety Management Consulting Services to policyholders of the State Fund referred by the State Fund to the Contractor. The State Fund does not guarantee any number of referrals under this agreement. The initial contract term extends until June 30, 2005, with subsequent one-year renewals possible. Services may begin October ____, 2004.

Contractor Requirements

1. Each Contractor must provide a copy of its business license and professional certification to the State Fund indicating the ability to conduct business and perform the services required under this RFP. A copy of the certificate and license must be provided to the State Fund prior to contract award.
2. All Contractors must retain records that fully disclose the extent and nature of services provided for each policyholder referred by the State Fund.
3. All Contractors must accept State Fund payment as payment in full for services rendered and not charge a referred policyholder additional fees.
4. All Contractors must ensure the confidentiality of Safety Management Consulting services records and any other records related to the policyholder.
5. All Contractors that are foreign corporations must be registered with the Secretary of State to conduct business within the state of Montana, as required by MCA 35-1-1026.
6. The State Fund will retain the right to approve and disapprove the Contractor's personnel who are assigned by Contractor to conduct on-site policyholder visits.
7. All personnel who provide on-site safety management services to State Fund policyholders must have a minimum of three years of experience in providing safety management services for employers.
8. The Contractor and its personnel must maintain a professional demeanor and appearance at all times when communicating with and visiting a State Fund policyholder.

Scope of Services: Safety Management Consulting Services

The Contractor will provide, upon request by the State Fund, the following safety management consulting services:

1. Provide on-site safety management visits and evaluations of State Fund policyholders' places of business, when referred by the State Fund.

2. Production of a confirmation of visit letter following completion of the on-site visit.
3. Follow-up communications with policyholders on the implementation of recommendations, as requested by the State Fund.
4. Production of a report on a form provided or approved by the State Fund that contains the results of the policyholder site visits and appropriate recommendations for action by the policyholder.
5. The Contractor will designate a representative who will be available as needed for business review and provide a phone number and e-mail address for that representative.

SECTION 2

CONTRACT TERM/RENEWAL

The term of this contract will be October ____, 2004 through June 30, 2005. This instrument shall not be effective until duly signed by all the parties hereto. Renewals of the contract, by mutual agreement of both parties, may be made at one-year intervals, or any interval that is advantageous to the State Fund, not to exceed a total of seven years, at the option of the State Fund.

SECTION 3

FEES AND GENERAL TERMS OF PAYMENT

1. If Contractor provides a flat rate standard report, compensation will be based on the Contractor's usual and customary fees for the services provided under this RFP, plus the Contractor's usual and customary charges for equipment and supplies provided in connection with these services.
2. If Contractor provides customized services and reports at the request of State Fund, the Contractor may charge for its services on a time and cost basis. The hourly rate for services may be no more than \$85 an hours for a maximum of four hours, unless a greater amount of time is approved in advance by the State Fund.
3. Billing must be submitted on an invoice form with sufficient detail for the State Fund to discern the date of services, type of services and policyholder served.
4. Payment to Contractor will be made by electronic funds transfer. All Contractors will be required to provide banking information at the time of contract execution in order to facilitate State Fund electronic funds transfer payments. Banking information may be provided on a Form 1199A prepared by Contractor's bank, or a voided check.

SECTION 4

LIAISON

The State Fund has designated Wayne Dillavou, Safety Services Leader, as liaison to whom Contractor is to direct its communications concerning the Agreement. Contractor has designated _____ as its liaison to whom the State Fund is to direct its communications concerning this Agreement.

SECTION 5

RECORDS

The Contractor shall record all information and data obtained in the performance of the Agreement and shall make such information available to the State Fund upon request. Upon completion of this Agreement, all information and data shall become the property of the State Fund.

SECTION 6
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 7
ASSIGNMENT AND TRANSFER

Neither the State Fund nor the Contractor shall subcontract or assign its obligations under this contract without prior written consent of the other party. If subcontracting or assignment is approved, all requirements of the contract shall be binding to the subcontractor or assignee.

SECTION 8
HOLD HARMLESS/INDEMNIFICATION

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

SECTION 9
ADVERTISING/NEWS RELEASES

The Contractor shall not advertise or share information concerning this contract in any form, or with any media without prior written consent from the State Fund. This does not prohibit the Contractor from sharing contract information needed for provider relationships or efforts needed to carry out other functions described in this contract.

Upon execution of this agreement, the Contractor may issue a press release announcing said execution, provided the State Fund has first reviewed said release for accuracy and content. The State Fund shall give approval/disapproval. Approval of the press release may not be unreasonably withheld.

SECTION 10
COMPLIANCE WITH LAW

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 11
COMPLIANCE WITH WORKERS' COMPENSATION ACT

The Contractor is required to supply the State Fund with proof of compliance with the Montana Workers' Compensation Act while performing work for the State Fund. (Mont. Code Ann. §§ 39-71-120, 39-71-401, and 39-71-405.) Neither the Contractor nor its employees are employees of the State Fund. The proof of insurance/exemption must be in the form of workers' compensation insurance, an independent contractor exemption, or documentation of corporate officer status and must be received by the State Fund before contract will be executed, and must be kept current for the entire term of the contract.

CONTRACTS WILL NOT BE EXECUTED WITH VENDORS WHO FAIL TO PROVIDE THE REQUIRED DOCUMENTATION.

Coverage may be provided through a private carrier or through the Montana State Fund (406) 495-5000. An exemption can be requested through the Department of Labor and Industry, Employment Relations Division (406) 444-1446. Corporate officers must provide documentation of their exempt status.

SECTION 12
CONTRACT TERMINATION

1. The State Fund 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 the State Fund and the Contractor.
2. Either party may cancel this contract without cause with 30 days written notice.
3. The State Fund, or the Contractor, may terminate this contract at any time if either entity ceases to exist.
4. In the event of contract termination/cancellation, the Contractor will transfer all records related to a referred claim to either the State Fund or a new Contractor, and neither the State Fund nor the new Contractor may be charged for the transfer.

SECTION 13
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 14
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 15
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://www.state.mt.us/sos>.

SECTION 16
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 13, Modifications of this contract.

SECTION 17
SUCCESSORS AND ASSIGNS

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

SECTION 18
LAW AND VENUE

The Laws of Montana govern this contract. The parties agree that any litigation concerning this bid, proposal, 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 costs and attorney fees. (Ref: 18-1-401, MCA).

SECTION 19
FAILURE OF ENFORCEMENT IS NOT A WAIVER

Failure of the State Fund 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 the State Fund to later enforce that provision.

SECTION 20
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 the State Fund 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 21
STATE FUND ASSISTANCE

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

CONTRACTOR

MONTANA STATE FUND

By: _____

By: _____
PETER STRAUSS
Vice President Insurance Operations Support

Date: _____

Date: _____

Approved for legal content by:

CURTIS LARSEN, Attorney
General Counsel's Office

Date: _____

APPENDIX B - RESPONSE SHEET

SAFETY MANAGEMENT CONSULTING PROVIDERS

By signing below, it is agreed as follows:

1. That the Scope of Services can be provided by the Contractor.
2. That Contractor accepts the Montana State Fund's Contract terms.
3. Attached is a copy of my business license/certification and certificates of insurance.
4. Attached is a schedule of the Contractor's usual and customary charges for the services to be provided under the RFP, and the Contractor's usual and customary charges for the equipment and supplies to be furnished hereunder.

Authorized Representative Signature: _____

Date: _____

Telephone Number: _____

Business Name (please print): _____

Address: _____

Tax ID # _____

E-mail address: _____