

## REQUEST FOR WRITTEN BIDS

### State of Montana LIMITED SOLICITATION FORM

#### AGENCY

**Montana State University - Bozeman**

Solicitation Number:

Solicitation Title:

Agency Contact:

**Limited Solicitation is an informal procurement method for purchases over \$5,000 and up to \$25,000. This process is authorized by section 18-4-305, MCA, and ARM 2.5.603.**

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Federal Tax ID Number: \_\_\_\_\_

Responses to this solicitation will be accepted by MSU/\_\_\_\_\_ (insert Dept. name) at \_\_\_\_\_ (insert address) until \_\_\_\_\_ (insert time) on \_\_\_\_\_ (insert date). The following documents are attached to this solicitation and will be (insert name of attachments) applicable to the resultant contract:

Description of items/services: include purpose or use of product, description, including any performance or design requirements, brand names, delivery requirements, etc. (As needed, include standard statements on insurance or worker's compensation requirements, etc. Use extra sheets as necessary.)

Price: \$\_\_\_\_\_

Vendor Signature: \_\_\_\_\_

Additional vendor information attached: Yes \_\_\_\_\_ No \_\_\_\_\_

**SEE STANDARD TERMS AND CONDITIONS ON BACK**

**Standard Terms and Conditions**  
**Montana State University-Bozeman**  
***Purchases with a Total Contract Value of \$25,000 or less***

By submitting a response to this 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:

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

**AUTHORITY:** This limited solicitation or contract is issued under authority of Title 18, Montana Code Annotated, and the Administrative Rules of Montana, Title 2, chapter 5.

**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 American 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 provisions. In accordance with section 49-3-207, MCA, the contractor agrees that the hiring of persons to perform the contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing the contract.

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

**HOLD HARMLESS/INDEMNIFICATION:** The contractor agrees to protect, defend, and save the University, it's 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 the University, under this agreement.

**INTELLECTUAL PROPERTY:** All patents and other legal rights in or to inventions arising out of activities funded in whole or in part by the contract must be available to the State for royalty-free and nonexclusive licensing. The contractor shall notify the University in writing of any invention conceived or reduced to practice in the course of performance of the contract. The state shall have a royalty-free nonexclusive, and irrevocable right to reproduce, publish or otherwise use and authorize others to use, copyrightable property created under the contract.

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

**SHIPPING:** Supplies shall be shipped prepaid, F.O.B. Destination, unless the contract specifies otherwise.

**TAX EXEMPTION:** The University is exempt from Federal Excise Taxes (#53-0183246).

**TECHNOLOGY ACCESS FOR BLIND OR VISUALLY IMPAIRED:** Contractor acknowledges that no state funds may be expended for the purchase of information technology equipment and software for use by employees, program participants, or members of the public unless it provides blind or visually impaired individuals with access, including interactive use of the equipment and services, that is equivalent to that provided to individuals who are not blind or visually impaired. (MCA § 18-5-603.) Contact the State Procurement Bureau at (406) 444-2575 for more information concerning nonvisual access standards.

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

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

**NOTICE:**

MSU reserves the right to award a contract based on factors other than the lowest acceptable quote. MSU will review and evaluate the quotes based on price and the following factors: (Department should modify this section to meet their unique procurement. Departments must identify the factors to be considered in determining who to award the purchase to, such as: Company Qualifications, including Technical Capabilities, and References). XX factor is weighted as most important, xx factor is weighted less important, and Price is weighted at least important.

Vendors are required to submit the following with their bids: (Departments should modify this section to meet their unique procurment)

1) A summary of company qualifications sufficient to demonstrate the company's capabilities, available staff, etc.. Offerors shall specify how long their company has been in business and the overall experience level of employees. Offeror's shall demonstrate the type of equipment and capability to perform this contract. Offeror's must maintain high quality equipment and processes that are required to perform this contract.

2) Provide at least insert # of references (xx) references including information that describes the type of services performed, company name, location where the services were provided, contact person(s), and customers telephone number.

**Departments should identify the points based on the uniqueness of the procurement:**

Sample:

**Total evaluation points possible: 150**

Price Analysis – total points possible: 50

Lowest proposed price receives the maximum allotted points. All other proposals receive a percentage of the points available based on their relationship to the lowest. Example: Possible points for price are 50. Offeror A submits a price of \$10,000. Offeror B's submits a price of \$12,000. Offeror A receives 50 points. Offeror B receives 42 points calculated as such:  $(\$10,000/\$12,000) = 83\%$  times 50 = 42.

**Criteria other than Price – total points possible: 100**

**Superior Response (80 – 100 points):** A bid meeting all of the requirements of the solicitation and includes additional information that could prove to be valuable and beneficial to MSU. The bid demonstrates the offeror's knowledge and capability to successfully perform the services described in this solicitation. The offeror demonstrates they have performed work similar in nature. The offeror has provided at least five (5) references of similar work. The references demonstrate evidence of offeror's technical ability and skills.

**Good Response (70 – 79 points):** A bid meeting all requirements of the solicitation. The bid demonstrates the offeror's knowledge and capability to successfully perform the services

described in this solicitation. The offeror some experience with performing work similar in nature. The offeror has provided at least **three (3)** references, but it does not necessarily demonstrate similar work. However, the references demonstrate evidence of offeror's technical ability and skill.

**Satisfactory Response (less than 70 points):** A bid meeting most of the requirements of the solicitation. The bid demonstrates the offeror's knowledge and capability to satisfactorily perform the services described in this solicitation. The offeror has provided at least **two (2)** references, but it does not necessarily demonstrate similar work. The references may not demonstrate evidence of offeror's technical ability and skill.

### **Unique Terms and Conditions applicable to this solicitation Montana State University-Bozeman**

**Example:** This bid requires installation of equipment by non-University personnel; therefore the following insurance documents are required prior to award of a Purchase Order:

**INSURANCE** – Certificates of insurance, indicating insurance coverage, shall be filed with the MSU-Bozeman Purchasing Department within ten (10) working days of date of notice of award. The contractor shall maintain and provide a certificate for:

- a. Workers' Compensation insurance, valid within the State of Montana.
- b. Comprehensive general liability insurance, to include bodily injury, property damage and automobile insurance, with limits of not less than \$500,000 per claim and/or \$1,000,000 per occurrence. This certificate MUST name MSU-Bozeman as an additional insured under the contractor's policy.

Contracts WILL NOT be issued to contractors that fail to submit insurance certifications as specified herein.

Notice: Vendor is responsible for ensuring that any changes in insurance that occur that may affect this contract are reported to MSU-Bozeman Purchasing. This is necessary so that current certificates indicating insurance coverage are available throughout the contract period.

#### **WORKER'S COMPENSATION COVERAGE**

The successful vendor is required to supply the MSU-Bozeman Purchasing Department with proof of Worker's Compensation Insurance or Independent Contractor's Exemption covering the contractor while performing work for Montana State University-Bozeman (Ref. 39-71-401 and 39-71-405 Montana Codes Annotated). The proof of insurance/exemption must be valid for the entire contract period, and must be received by the MSU-Bozeman Purchasing Department within ten (10) working days of the issuance of a Notice of Award.

Contracts will not be issued to offerors who fail to provide the required documentation within the allotted timeframe. Coverage may be provided through a private carrier or through the State Mutual Insurance Fund (406) 444-6500. An exemption can be obtained through the Department of Labor, Employment Relations Division (406) 444-7734.

**INSURANCE: (Call MSU-Bozeman, Safety and Risk Management or the Purchasing Department for guidance)**  
**General Requirements:** The contractor shall maintain for the duration of the contract, at its cost and expense, insurance against claims for injuries to persons or damages to property, including contractual liability which may

arise from or in connection with the performance of the work by the contractor, agents, employees, assigns, or subcontractors. The insurance shall cover such claims as may be caused by any negligent act or omission.

**Primary Insurance:** The contractor's insurance coverage shall be primary insurance as respect to the University, its officers, officials, employees, and volunteers and shall apply separately to each project or location. Any insurance or self-insurance maintained by the University, its officers, officials, employees or volunteers shall be in excess of the contractor's insurance and shall not contribute with it.

**Specific Requirements for Commercial General Liability:** The Contractor shall purchase and maintain occurrence coverage with combined single limits for bodily injury, personal injury, and property damage of **\$1,000,000** per occurrence and **\$2,000,000** aggregate per year from an insurer with a Best's rating: of no less than A. This insurance will be primary insurance and any insurance or self-insurance to cover such claims as may be caused by any act, omission, or negligence of the Contractor or its officers, agents, representatives, assigns or subcontractors.

**Specific Requirements for Automobile Liability:** The Contractor shall purchase and maintain occurrence coverage with combined single limits for bodily injury, personal injury, and property damage of **\$300,000** per occurrence and **\$500,000** aggregate per year to cover such claims as may be caused by any act, omission, or negligence of the Contractor or its officers, agents, representatives, assigns or subcontractors.

**Additional Insured Status:** The University, its officers, officials, employees, and volunteers are to be covered as additional insureds; for liability arising out of activities performed by or on behalf of the Contractor, including the insured's general supervision of the Contractor; products and completed operations; premises owned, leased, occupied, or used.

**Deductibles and Self-Insured Retentions:** Any deductible or self-insured retention must be declared to and approved by the University. At the request of the agency either: (1) The insured shall reduce or eliminate such deductibles or self-insured retention's as respect to the University, its officers, officials, employees, and volunteers; or (2) The contractor shall procure a bond guaranteeing payment of losses and related investigations, claims administration, and defense expenses.

**Certificates of Insurance/Endorsements:** Insurance must be placed with an insurer with a Best's rating of no less than A-. The certificate must also include the University's purchase order number or contract number. This insurance must be maintained for the duration of the contract. MSU-Bozeman Purchasing Department, P.O. Box 172600, Bozeman, MT 59717-2600 must receive all required certificates and endorsements within 10 days from the date of the Request for Documents notice before a contract or purchase order will be issued. Work may not commence until a contract or purchase order is in place. The Contractor must notify the University immediately, of any material change in insurance coverage, such as changes in limits, coverage, change in status of policy, etc.

Attachments: