

LIMITED SOLICITATION

The "limited solicitation process" permits an agency to make purchases between \$5,001 and \$25,000 with only limited competition. This option is designed to be an intermediate step between "small purchase" procedures and the formal Invitation for Bid or Request for Proposal. A second objective of limited solicitation is to increase purchasing efficiency by allowing field and program staff to process most of their own procurements.

This procedure requires a minimum of three written or oral quotations, if available. The limited solicitation procedure must be documented, using either the Limited Solicitation Summary Sheet for quotes obtained by phone, or the more formal Limited Solicitation Form for written quotes. Wherever practical, use the State Procurement Bureau's central vendor list.

This method does not apply to controlled items purchased through term contracts, requisition time schedules, the Central Stores Program, or Print & Mail Services, unless specifically provided in the individual agency's delegation agreement.

See section 18-4-305, MCA, and ARM 2.5.603.

USE FOR WRITTEN QUOTES

**State of Montana
LIMITED SOLICITATION FORM**

**Department of
Montana State Library**

Solicitation Number: 12-01

Solicitation Title: Web-based E-rate Training

Agency Contact: Donci Bardash, dbardash@mt.gov,
406-444-0223

Limited Solicitation is an informal procurement method for purchases between \$5,001 and \$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: _____

Written responses to this solicitation will be accepted by **Montana State Library, Attn: Donci Bardash at PO Box 201800, 515 E. 6th Ave, Helena, MT 59620-1800** until **Monday, October 17, 2011 at 5:00 PM MST**. Electronic written responses will also be accepted at dbardash@mt.gov until **Monday, October 17, 2011 at 5:00 PM MST**. Incomplete responses will not be accepted. Responses must include the ability to meet technical specifications and a cost proposal, as outlined on page 4.

Develop and Provide E-rate Training for Public Libraries and MSL Staff: The contractor shall develop materials and provide online training in E-rate application processes, timelines, and deadlines, and trainings in emerging local and national E-Rate concerns and issues. All webinars must be interactive, including question and answer time, and will be 60-90 minutes for each training. All webinars should be tailored for Montana public library staff. Contractor will provide 8 webinar/online trainings for public library and MSL staff.

- A. The contractor will be responsible for providing all training materials, i.e. handouts, presentation slides, etc. in electronic format.
- B. The contractor will be responsible for any costs associated with general communications such as email, telephone, or web-based communication tools when consulting with MSL.
- C. Electronic copies of all handouts, presentation slides and files, and related training materials must be provided to MSL at least one week prior to the webinar.
- D. General consumable office supplies needed to perform the services in this RFP shall be covered by the contractor.
- E. Any travel expenses incurred by the contractor shall be paid by the contractor. MSL encourages remote training.

RESOURCES PROVIDED BY MONTANA STATE LIBRARY

- A. The contractor will be provided contact information for key Montana State Library staff.
- B. For scheduled meetings to be conducted via conference calls or on-line meetings with the MSL BTOP Project Director, the contractor will be provided with a toll-free access number.
- C. MSL will coordinate the promotion and registration of library staff in on-line training.
- D. MSL will provide a GoToMeeting or GoToWebinar platform for each training and will provide technical support/facilitation for each webinar.

Training topics will include:

1. Introduction to E-Rate and Completing Form 470 (1), **No later than November 21, 2011.**
2. Completing Form 471 (2), **No later than December 15, 2011.**
3. Completing Form 486 (3), **No later than January 31, 2012.**
4. Completing Forms 472 and 474 (4), **No later than February 15, 2012.**
5. Submitting SPIN & service substitution forms (5), **No later than May 15, 2012.**
6. Emerging local & national E-rate issues (6), **No later than April 30, 2013, as agreed to and approved by MSL**
7. Emerging local & national E-rate issues (7), **No later than April 30, 2013, as agreed to and approved by MSL**
8. Emerging local & national E-rate issues (8), **No later than April 30, 2013, as agreed to and approved by MSL**

Price: \$_____

Vendor Signature: _____

Additional vendor information attached: Yes _____ No _____

SEE STANDARD TERMS AND CONDITIONS ON BACK

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.

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

AUTHORITY: The attached bid, request for proposal, limited solicitation, or contract is issued under authority of Title 18, Montana Code Annotated, and the Administrative Rules of Montana, Title 2, chapter 5.

BID PREPARATION COSTS: The costs for developing and delivering responses to this LS are entirely the responsibility of the bidder. The State is not liable for any expense incurred by the bidder in the preparation and presentation of their bid or any other costs incurred by the bidder prior to execution of a purchase order or contract.

COMPLIANCE WITH LAWS: The contractor must, in performance of work under the contract, fully comply with all applicable federal, state, or local laws, rules and regulations, including the Montana Human Rights Act, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Any subletting or subcontracting by the contractor subjects subcontractors to the same provision. In accordance with section 49-3-207, MCA, the contractor agrees that the hiring of persons to perform the contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing the contract.

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

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

HOLD HARMLESS/INDEMNIFICATION: The contractor agrees to protect, defend, and save the State, 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 the State, under this agreement.

INTELLECTUAL PROPERTY: All patents and other legal rights in or to inventions created in whole or in part under the contract must be available to the State for royalty-free and nonexclusive licensing. Both parties 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 in the solicitation document, the State is allowed 30 days to pay such invoices. All contractors will be required to provide banking information at the time of contract execution in order to facilitate State electronic funds transfer payments.

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

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

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. (Section 18-5-603, MCA.) 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 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 State. 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.

SCORING CRITERIA

E-RATE TRAINING SERVICES – LIMITED SOLICITATION CRITERIA

Ability to Meet Technical Specifications

60% of points for a possible 60 points

A. Provide three or more references that demonstrate experience assisting or training rural or frontier libraries on the E-rate application process, preferably in Montana. Each reference must include company name, name for a point-of-contact, email address, phone number, and dates of service. For each reference, summarize your specific responsibilities relating to the E-Rate application process, including specific E-Rate forms and/or training topics. 20

B. Provide three or more references that demonstrate experience providing web-based training on E-rate to clients, preferably in Montana. Each reference must include company name, name for a point-of-contact, email address, phone number, and dates of service. For each reference, summarize your specific responsibilities relating to training on the E-Rate application process and E-Rate forms. 20

C. Provide a timeline or work plan for providing the services outlined in this solicitation. Include specific dates for each deliverable, as well as a process for ensuring that the needs of Montana libraries are specifically met by each training. 20

Cost Proposal

40% of points for a possible 40 points

The cost proposal will be scored according to the description below: 40

Lowest overall cost receives the maximum allotted points. All other proposals receive a percentage of the points available based on their cost relationship to the lowest. Example: Total possible points for cost are 40. Offeror A's cost is \$10,000. Offeror B's cost is \$20,000. Offeror A would receive 40 points. Offeror B would receive 20points (\$10,000/\$20,000) = 50% x 40 points = 20).

$$\frac{\text{Lowest Responsive Offer Total Cost}}{\text{This Offeror's Total Cost}} \times \text{Number of available points} = \text{Award Points}$$

DEPARTMENT OF ADMINISTRATION
GENERAL SERVICES DIVISION
STATE PROCUREMENT BUREAU

gsd.mt.gov



BRIAN SCHWEITZER
GOVERNOR

STATE OF MONTANA

MITCHELL BUILDING, ROOM 165
PO BOX 200135

(406) 444-2575
(406) 444-2529 FAX
TTY Users-Dial 711

HELENA, MONTANA 59620-0135

RFP SCORING GUIDE

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

Superior Response (90-100%): A superior response is a highly comprehensive, excellent reply that 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 (75-89%): A good response meets all the requirements of the RFP and demonstrates in a clear and concise manner a thorough knowledge and understanding of the project, 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 (0-59% 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.