



TIER II SOLICITATION PROCEDURE

1. The Agency prepares all Tier Two Solicitation materials, which include:
 - a. Requisition Form, OPPB Approval (if required).
 - b. Cover Sheet & Proposal Instructions. The agency will provide brief introductory project information and requirements, such as due dates, delivery medium, and location.
 - c. Prevailing Wage must be included if the project total contract value is above \$25,000.
 - d. SOWTO
 - i. It is imperative that the SOWTO is adequately developed. It is based on the roles and responsibilities expected of the contractor (deliverables), the timelines, acceptance criteria, and payment terms. SOWTO template is available from:
 - ii. SOWTO Template
 - iii. There are some sections of the SOWTO that may need to be completed before posting the Tier Two Solicitation (such as Compensation and Payment and Contractor Staff.)

Note: If an agency needs help developing a complete SOWTO, one option is hiring a contractor. An agency may select a contractor without competition if the total contract value to establish the SOWTO is less than \$10,000. An agency must utilize a limited solicitation for a contract with a total contract value of \$10,000 or more and less than \$100,000. A limited solicitation requires the agency to seek bids from at least three contractors.

If a Contractor is engaged to assist with the SOWTO, that Contractor will typically not be allowed to submit a proposal for that SOWTO.

- e. SOWTO & Evaluation Criteria
 - i. The ordering agency will detail the information they require from the proposing Contractors using the SOWTO. This information will be used to evaluate the proposals received. Additionally, the agency develops evaluation criteria and scoring based on their needs as expressed in the SOWTO. The weighting factors are included in the Tier Two Solicitation.
 - ii. Agency prepares event solicitation via eMACS. SPB will review the event solicitation per the checklist. SPB will coordinate any necessary changes or additional materials with the agency.
2. The requesting agency releases the Tier Two Solicitation, as appropriate, via eMACS for a *minimum* of fifteen business days. Eligible contractors submit proposals according to the Proposal Instructions. The agency must schedule the participation of the Evaluation Committee - to allow for timely scoring/evaluation of the proposals. Evaluation Committee members must complete a 'non-conflict of interest' form provided by SPB.
3. The requesting agency will develop an Evaluation Matrix for evaluation.
4. Agency must organize the evaluation meeting (set date, time, and location).
5. Agency must upload the completed Evaluation Matrix, Evaluation Summary, and award recommendation in eMACS under Internal Notes. Before releasing the proposals and other information received from offerors, the Contracts Officer will evaluate whether public disclosure must be limited as required by 18-4-303 and 18-4-304 (8).
6. All award recommendations must comply with Master Contract terms and conditions. SPB will complete the workflow for Awarded status in eMACS. The agency then notifies all offerors of the contract award. Successful Contractor accepts the award. Upon acceptance, the agency to proceed with final



negotiations with the contractor.

7. Agency finalizes project plans, i.e., timelines, deliverables, etc., with the successful contractor and completes the SOW or Position Description (for staff augmentations). The agency will route for signatures.
8. Contractor completes work.

Exceptions and Changes

The Agency Procurement Officer of the ordering agency may request an exception to the Tier 2 Procedure based on the following:

1. Sole Source Justification per [MCA 18-4-306](#)
 - a. Definition: only one source for the supply or service item
 - b. Justification must include:
 - i. Why this is the only contractor that can perform the needed service

For both exception processes, the agency must adhere to the following:

- If the total project cost is within the agency's delegated authority granted by the State Procurement Bureau (SPB), agency must complete an internal justification. This is either the "[Sole Source Procurement Justification Form](#)" or a memo describing the Business Need Justification to the agency procurement officer. The procurement officer must approve the request in writing and must maintain the request per the records retention requirements.
- If the total project cost exceeds the agency's delegated authority granted by SPB, the agency must submit the completed Sole Source Justification form describing the justification to the State Procurement Bureau. This must be submitted electronically via eMACS eRequisition Form. A response in memo format will be provided to each exception request.



Project Name:

Solicitation #:

Agency:

Proposal Instructions:

1. Review

a. If you are interested in providing services for this project, carefully read the following in eMACS, Buyer's Attachments:

- i. Statement of Work
- ii. Evaluation Criteria
- iii. Equal Pay for Montana Women Certification

2. Questions and Answers

a. Questions on the solicitation should be submitted via eMACS. Questions must be submitted by xx/xx/xxxx. Answers to the questions will be posted on or before xx/xx/xxxx.

- i. Contract Manager:

3. Tier Two Solicitation Response

a. Provide a response to all information requested in the solicitation. Response must address all sections and subsections of the Statement of Work Task Order.

4. Submit Response

a. Submit the completed Response via eMACS:

- i. Date:
- ii. Time: 2:00pm, MST/MDT

Offerors must submit their response in eMACS. (.PDF or MS Word). No printed copies of the proposals are required.

NOTE: eMACS requires files loaded in Vendor Attachments to be saved in two different pop-up windows. If the second save is not done, the file will not load correctly. Single file size is limited to 50MB.

Late Proposals

Regardless of cause, late proposals will not be accepted and will automatically be disqualified from further consideration. It shall be the Contractor's sole risk to assure delivery (via eMACS) by the designated Date & Time.



STATEMENT OF WORK
TASK ORDER (insert number assigned by requesting
agency) TO
(insert contractor's name)

THIS TASK ORDER is entered into between the (insert agency name), hereinafter referred to as the State or other appropriate reference to the Agency, whose address and phone number are (insert address) and (insert phone number) and (insert contractor name), hereinafter referred to as the "Contractor", whose address and phone number are (insert address) and (insert phone number) as authorized by State of Master Contract for Environmental Services Contract #SPB19-0156T-####. All terms and conditions of the Master contract apply to this task order as well as the addition terms and conditions specific to the State/Agency included in this Task Order.

PURPOSE

The Contractor agrees to provide (insert a description of the supplies, services, etc. to be provided) as detailed further in Attachment A, Scope of Work. (Attach the Scope of Work that has been negotiated and approved by both parties.)

EFFECTIVE DATE AND PERIOD OF PERFORMANCE

This task order shall take effect on (insert date), and terminate on (insert date), unless terminated earlier in accordance with the terms of this task order. (Mont. Code Ann. § 18-4-313.)

COMPENSATION

In consideration for the services to be provided, the Department shall pay the Contractor according to the budget contained in Attachment B to this task order upon approval of defined deliverables as detailed in Attachment A. (If it is appropriate, the list of deliverables can be included here.)

By executing this task order and returning a signed copy to Agency, Contractor is authorized and directed to proceed.

The total payment for this work will not exceed \$[insert dollar figure]. Please note that authorization from Department is required prior to performing any out of scope work.

PROJECT MANAGERS AND SERVICE OF NOTICES

The State/Agency Project Manager identified below will manage the day-to-day project activities on behalf of the Department.

The Agency Project Manager for this task order is:
(Name)

(Address)
(City, State,
ZIP) Telephone
#: Cell Phone
#: Fax #:
E-mail:

The Contractor Project Manager identified below will manage the day-to-day project activities on behalf of the Contractor:

The Contractor Project Manager for this task order is: (Name)

(Address)
(City, State,
ZIP) Telephone
#:
Cell Phone #:
Fax #:
E-mail:



Written notices, reports and other information required to be exchanged between the parties must be directed to the Project Managers at the parties' addresses set out in this task order.

REQUIRED INSURANCE

General Requirements. Contractor shall maintain for the duration of this 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 Contractor, agents, employees, representatives, assigns, or subcontractors. This insurance shall cover such claims as may be caused by any negligent act or omission.

Primary Insurance. Contractor's insurance coverage shall be primary insurance with respect to State, its officers, officials, employees, and volunteers and shall apply separately to each project or location. Any insurance or self-insurance maintained by State, its officers, officials, employees, or volunteers shall be excess of Contractor's insurance and shall not contribute with it.

Specific Requirements for Commercial General Liability. 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 to cover such claims as may be caused by any act, omission, or negligence of Contractor or its officers, agents, representatives, assigns, or subcontractors.

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

Specific Requirements for Automobile Liability (if required in Task Order). Contractor shall purchase and maintain coverage with split limits of \$500,000 per person (personal injury), \$1,000,000 per accident occurrence (personal injury), and \$100,000 per accident occurrence (property damage), OR combined single limits of \$1,000,000 per occurrence to cover such claims as may be caused by any act, omission, or negligence of Contractor or its officers, agents, representatives, assigns, or subcontractors.

State, its officers, officials, employees, and volunteers are to be covered and listed as additional insureds for automobiles leased, owned, or borrowed by Contractor.

Specific Requirements for Professional Liability (if required in Task Order). Contractor shall purchase and maintain occurrence coverage with combined single limits for each wrongful act of \$1,000,000 per occurrence and \$2,000,000 aggregate per year to cover such claims as may be caused by any act, omission, negligence of Contractor or its officers, agents, representatives, assigns, or subcontractors. Note: If "occurrence" coverage is unavailable or cost prohibitive, Contractor may provide "claims made" coverage provided the following conditions are met: (1) the commencement date of this Contract must not fall outside the effective date of insurance coverage and it will be the retroactive date for insurance coverage in future years; and (2) the claims made policy must have a three-year tail for claims that are made (filed) after the cancellation or expiration date of the policy.

Deductibles and Self-Insured Retentions. Any deductible or self-insured retention must be declared to and approved by State. At the request of State either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects State, its officers, officials, employees, or volunteers; or (2) at the expense of Contractor, Contractor shall procure a bond guaranteeing payment of losses and related investigations, claims administration, and defense expenses.



Certificate of Insurance/Endorsements. A certificate of insurance from an insurer with a Best's rating of no less than A- indicating compliance with the required coverages has been received by State Procurement Bureau, P.O. Box 200135, Helena, MT 59620-0135. *The certificates must name the State of Montana as certificate holder and Contractor shall provide copies of additional insured endorsements required by Contractor's commercial general liability and automobile liability policies.* Contractor must notify State immediately of any material change in insurance coverage, such as changes in limits, coverages, change in status of policy, etc. State reserves the right to require complete copies of insurance policies at all times.

PREVAILING WAGE REQUIREMENTS

Montana Resident Preference. The nature of the work performed, or services provided, under this Contract meets the statutory definition of a "public works contract" in 18-2- 401, MCA. Unless superseded by federal law, Montana law requires that contractors and subcontractors give preference to the employment of Montana residents for any public works contract in excess of \$25,000 for construction or non-construction services. Contractor shall abide by the requirements set out in 18-2-401 through 18-2-432, MCA, and all administrative rules adopted under these statutes.

The Commissioner of the Montana Department of Labor and Industry has established the resident requirements in accordance with 18-2-403 and 18-2-409, MCA. Any and all questions concerning prevailing wage and Montana resident issues should be directed to the Montana Department of Labor and Industry.

Standard Prevailing Rate of Wages. In addition, unless superseded by federal law, all employees working on a public works contract must be paid prevailing wage rates in accordance with 18-2-401 through 18-2-432, MCA, and all associated administrative rules. Montana law requires that all public works contracts, as defined in 18-2-401, MCA, in which the total cost of the contract is greater than \$25,000, contain a provision stating for each job classification the standard prevailing wage rate, including fringe benefits, travel, per diem, and zone pay that the contractors, subcontractors, and employers shall pay during the public works contract. NOTE TO AGENCIES: Per 18-2-417, MCA, any public works contract that has a potential term of 30 months or more to perform must include one of the following provisions. The applicability of the 3% adjustment varies according to the situation. For more information, see Procurement Questions and Answers for Prevailing Wage at the [State Procurement website](#) or call the Labor Standards Bureau Wage and Hour Unit at (406) 444-5600 to speak to a Prevailing Wage Compliance Specialist.

For a public works contract with an *initial* term of 30 months or longer, insert the following:

The standard prevailing rate of wages paid to workers under this Contract must be adjusted 12 months after the date of the award of the public works contract per 18-2-417, MCA. The amount of the adjustment must be a 3% increase. The adjustment must be made and applied every 12 months for the term of the Contract. This adjustment is the sole responsibility of Contractor and no cost adjustment in this Contract will be allowed to fulfill this requirement.

For a public works contract with an *initial* term of 12 months with one-year renewals, insert the following:

Because this Contract has an initial term of 12 months with optional renewals, this Contract is subject to the 3% adjustment when the Contract length becomes more than 30 months. The 3% rate increase becomes effective upon the second renewal, and the 3% is paid starting in the third year of the Contract beginning with the 25th month. The adjustment must be made and applied every 12 months for the term of the Contract. This adjustment is the sole responsibility of Contractor and no cost adjustment in this Contract will be allowed to fulfill this requirement.

Notice of Wages and Benefits. Furthermore, 18-2-406, MCA, requires that all contractors,



subcontractors, and employers who are performing work or providing services under a public works contract post in a prominent and accessible site on the project staging area or work area, no later than the first day of work and continuing for the entire duration of the contract, a legible statement of all wages and fringe benefits to be paid to the employees in compliance with 18-2-423, MCA.

Wage Rates, Pay Schedule, and Records. 18-2-423, MCA, requires that employees receiving an hourly wage must be paid on a weekly basis. Each contractor, subcontractor, and employer shall maintain payroll records in a manner readily capable of being certified for submission under 18-2-423, MCA, for not less than three years after the contractor's, subcontractor's, or employer's completion of work on the public works contract. NOTE TO AGENCIES: If this contract is to be performed in more than one district, the highest rate for the craft, classification, or type of worker must be included in the bid specifications and contract provision per ARM 24.17.144. In this case, complete and include the following statement. The Commissioner of the Montana Department of Labor and Industry has established the standard prevailing rate of wages in accordance with 18-2-401 and 18-2-402, MCA, for _____ to be \$ _____ per hour, plus a benefit rate of \$ _____.

OR

If more than one craft, classification, or type of worker is included in the contract, use the following statement instead:

All contractors and employers shall classify each employee who performs labor on a public works project according to the applicable standard prevailing rate of wages for such craft, classification, or type of employee established by the Commissioner of the Montana Department of Labor and Industry, and shall pay each such employee a rate of wages not less than the standard prevailing rate as specified in the Montana Prevailing Wages Rates for (insert type of service) (insert year).

NOTE TO AGENCIES: An appropriate wage rate booklet is attached to the original solicitation, and as such, is part of the contract.

SCOPE OF TASK ORDER

This task order consists of (number of pages) numbered pages.

EXECUTION

The parties through their authorized agents have executed this task order on the dates set out below.

(INSERT AGENCY NAME)
(Insert Address)
(Insert City, State, Zip)

(INSERT CONTRACTOR'S NAME)
(Insert Address)
(Insert City, State, Zip)

BY: _____
(Name/Title)

BY: _____
(Name/Title)

BY: _____
(Signature)

BY: _____
(Signature)



MONTANA
DEPARTMENT OF
ADMINISTRATION

DATE: _____

DATE: _____

Agency Legal Counsel (If Applicable)

Signature Date



APPENDIX A
STATEMENT OF
WORK

Executive Summary.

Project Title

Background

Objectives

Reference to other applicable documents

List any pertinent documents or supporting materials pertaining to the SOW

Staffing Roles and Responsibilities

Roles and Responsibilities Matrix Contractor

Staff, Roles and Responsibilities

- *Contractor staff that will be involved*
- *Individuals key to the project*
- *Detail in a roles and responsibilities matrix the contractor tasks, staff, hours, rates, cost.*
 - *Include function corresponding to the Org Chart*

Agency Staff, Roles and Responsibilities

- *Who within the agency will have decision-making authority, including approval of changes, report, documentation and deliverables?*
- *Precise definition of all products, data services, and facilities the agency will provide*
- *Include quantities, locations and dates for delivery*
- *Agency staff that will be involved*
- *Individuals key to the project*
- *Detail their roles and responsibilities*

Key Assumptions

Identify/quantify:

- *Any unknowns*
- *Potential issues*
- *Any contractor and agency assumptions*

Risks

Identify/quantify:

- *Describe risks to the project and your proposed mitigation strategy*
- *Require Contractor to identify any risks they are aware of and how they plan to mitigate the risks*



Scope of Work

- *Describe in detail what work Contractor will perform*
- *Identify all work elements and objectives of the SOW*

Inclusions

Describe:

- *Tasks to be performed*
- *Resources assigned to tasks*
- *Costs associated with each task*
- *Location(s) where task is to be performed*
- *Include tasks that do not result in specific deliverables (i.e. project management)*
- *Include tasks to be performed by the agency*

Exclusions

Describe:

- *Tasks which are not part of the scope of this project*

Deliverables

Describe:

- *Items that will be developed or provided from the performance of the tasks (i.e. products, service, plans, status reports, documentation)*
- *Quantities, locations and dates for delivery*
- *Periods of performance for services*
- *If performance is a requirement, what are the reliability measures that will be used?*

Milestone

Works Approach

- *Describe how the work is to be performed – if a formal methodology will be used, provide a concise description here.*

Completion Criteria and Final Acceptance Criteria

Completion Criteria

- *The focus of this section is to define the process for submitting, approving and rejecting tasks and deliverables*

Final Acceptance

- *Describe in detail the precise definition of the conditions and criteria that will be applied to determine that the contract has been successfully completed*

Schedule

- *Dates of the seller's key tasks or completion of the major elements of the project*
- *Identify interim quality gate milestones-these are decision points where the project can be stopped or approved to go forward*

Project Management (if applicable)



Describe what will be required as far as project management, which reports will be required and what must be submitted.

Statutes and Regulations

Pertinent state and federal environmental, regulatory, and land use statutes and their implementing rules and regulations, such as, but not limited to:

- *Montana Environmental Policy Act (MEPA)*
- *National Environmental Policy Act (NEPA)*
- *Montana Metal Mine Reclamation Act*
- *Montana Major Facility Siting Act (MFSA)*
- *Montana Strip and Underground Mine Reclamation Act*
- *Clean Air Act of Montana*
- *Montana Water Quality Act*
- *Federal Clean Water Act*
- *Safe Drinking Water Act*
- *Federal Land Policy and Management Act*
- *National Historic Preservation Act*
- *Montana Hazardous Waste Act*
- *Comprehensive Environmental Cleanup and Responsibility Act (CECRA)*
- *Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA)*

Miscellaneous

Describe any items unique to the project such as:

- *Standards to be used*
- *Travel and accommodations*
- *Support personnel*
- *Shipping, handling and packaging*
- *Conflict resolution agreement*
- *Performance standards*
- *Other*

Appendices

For example:

- *Appendix B:*

If additional sections are required for your specific project, please add your new sections here: