

**LEWIS AND CLARK COUNTY, MONTANA
REQUEST FOR PROPOSALS
ARCHIVAL RECORDS & ARTIFACTS REVIEW PROJECT**

Statement of Purpose

Lewis and Clark County, the City of Helena, and the City of East Helena are seeking proposals from qualified firms to provide an overall assessment and measurement of the archival records and artifacts of each jurisdiction contained throughout multiple facilities in the area. The purpose of this RFP is for the successful offeror to accurately determine the total linear foot measurement of each jurisdiction's archival records and artifacts including fragile historic documents, photographs, maps, and large items such as displays and a street trolley.

In 2007, a survey of Lewis and Clark County offices with permanent records was conducted by a professional archivist and found, at the time, the County held over 3,800 linear feet of records that were either permanent or likely to be.

Scope of Work

1. Goals/Objectives:
 - a. Identify the amount, in linear feet, of archival records and artifacts of all three jurisdictions being stored in multiple facilities.

2. Communication Plan/Reports:
 - a. The vendor selected will work with the Historic Preservation Officer of Helena /Lewis and Clark County.

3. Deliverables:
 - a. Project report containing the following information:
 - i. A list of offices examined
 - ii. Linear feet of retained and archival records, as well as artifacts, for each jurisdiction
 - iii. A list of the types of records and artifacts examined, to include:
 1. A description of their general historical value
 2. A description of their general state of preservation
 3. A description of their general archival needs
 4. A list of those records and artifacts in critical need of preservation
 - iv. A brief narrative on perceived future archival needs for each jurisdiction.

Proposal Content Requirements

The response should demonstrate the firm has the professional capabilities and resources available to satisfactorily and timely complete all the tasks as described in the *Scope of Work* section of this RFP. Responses shall include:

1. The firm's legal name, address, telephone number, federal Employee Identification Number (EIN), and principal contact email address.
2. A statement of the firm's experience in evaluating and measuring archives (including historic documents, maps, record books, and a variety of artifacts in various formats) and the qualifications of the key staff to be assigned to the Project.
3. A comprehensive description of the approach the firm will employ in order to address the problems identified in the *Scope of Work* including a detailed work plan and schedule.
4. A cost proposal that takes into consideration the total fees and includes a listing of other estimated direct costs.
5. Current work activities of firm.
6. References for the individual/firm and any subconsultants to include brief project descriptions for at least three (3) clients with whom the individual/firm or any subconsultants have worked with in the past four (4) years which are similar in nature to *Scope of Work* described in this RFP. Please include the following information:
 - a. Name of client;
 - b. Name and title of client's primary contact;
 - c. Phone number, email address, and mailing address of the client's primary contact; and
 - d. A brief description of the types of services provided, the location where the services were provided, and the dates of service.

Cost Proposal

Proposed fees for services should be detailed and clearly outline the costs associated with the offeror's expenses (to include any travel expenses) and all other direct costs. The proposed fees for these services shall not exceed \$50,000.

Evaluation Criteria

Proposals will be evaluated on the following factors:

Criteria	Points Possible
1. Quality of proposal. Minimum requirements of RFP were met (e.g., page number maximum not exceeded, all required information included). Response is free of grammatical and spelling errors.	5 points
2. Qualifications of firm. Response indicates qualification and experience of the professional personnel to be assigned to the Project.	20 points

3. Cost proposal that takes into consideration the total fees and includes a listing of other estimated direct costs.	20 points
4. Capability of firm to meet time and budget requirements. Response indicates firm has the time and capacity to meet schedule requirements. Response demonstrates ability to design in consideration of, and adhere to, the Project budget.	20 points
5. Present and projected workload. Response indicates firm has the available resources to complete the Project by the desired completion date.	10 points
6. Related experience on similar projects including publicly funded projects.	10 points
7. Proposal indicates an understanding of the Project, timelines, budget, user groups, , and attention to detail.	15 points
TOTAL	100 points max

Timeline

RFP Notice Advertised	April 9 and April 16, 2023
Questions Due	April 21, 2023
Responses to Questions Returned	April 28, 2023
Proposal Submittal Deadline	May 15, 2023
Proposals Opened	May 16, 2023
Scoring Evaluation Meeting	No Later Than June 9, 2023
Candidate Interviews (if necessary)	No Later Than June 16, 2023
Candidate Notified of Selection	No Later Than June 23, 2023

Proposal Submittal

Six sealed copies and one digital copy of the proposal are to be delivered to:

Lewis and Clark County
 Attn: Archival Records and Artifacts Review RFP
 316 North Park Avenue, Room 345
 Helena, MT 59623

All proposals must be received no later than 4:00 PM Mountain Daylight Time on May 15, 2023. Proposals received after this deadline will not be considered. Proposals will be unsealed at 9:00 AM MDT on May 16, 2023 in Room 309 of the City-County Building, 316 North Park Avenue, Helena, MT.

Proposals should be limited to ten (10) pages, double-sided, excluding a one-page cover letter and resumes. Minimum font size for all text is 12 point.

Firms may submit questions by contacting Casey Hayes, Purchasing Officer, at chayes@lccountymt.gov. Questions may be submitted until 4:00 PM MDT on April 21, 2023. Responses to questions will be posted to the County's website no later than April 28, 2023.

Contractual Terms and Conditions

The selected vendor agrees to accept and execute the County's professional services agreement. Lewis and Clark County reserves the right to require the vendor to execute such further documents, contracts, agreements or forms as may be reasonably necessary to express the intentions of the parties, or which may be recommended by the County Attorney's Office.

The vendor shall maintain general liability insurance in the amount of one million dollars (\$1,000,000.00) per occurrence (minimum) and two million dollars (\$2,000,000.00) aggregate and shall also maintain workers' compensation insurance. Both general liability and workers' compensation insurance must be from an insurance carrier licensed to do business in the State of Montana. The vendor agrees to furnish proof of insurance to the County prior to commencing work. The County must be listed as additionally insured on the general liability insurance certificate. Insurance certificates will be provided to the County at the time a contract is executed.

This solicitation is being offered in accordance with federal and state statutes governing procurement of professional services. Accordingly, Lewis and Clark County reserves the right to negotiate an agreement based on fair and reasonable compensation for the scope of work and services proposed, as well as the right to reject any and all proposals deemed unqualified, unsatisfactory, or inappropriate.

Standard Terms and Conditions

By submitting a response to this Request for Proposal, the offeror agrees to acceptance of the following Standard Terms and Conditions and any other provisions that are specific to this solicitation.

1. Authority

This Request for Proposals (RFP) is issued under the authority of the Lewis and Clark County Purchasing Policy. The RFP process is a procurement option which allows the award to be based on evaluation criteria in addition to cost. The relative importance of all evaluation criteria is found herein and only the evaluation criteria outlined in the RFP will be used. Lewis and Clark County (herein, the "County") reserves the right to accept or reject any or all proposals, wholly or in part, and to make awards in any manner deemed in the best interest of the County.

2. Competition

Lewis and Clark County encourages free and open competition among offerors to obtain quality, cost-effective services and products. Whenever possible, specifications, invitations, and conditions are designed to accomplish this objective, consistent with the necessity to satisfy the County's needs and accomplishment of a sound economical operation.

The offeror's signature on this proposal guarantees that the prices quoted have been established without collusion with other eligible bidders and without effort to preclude Lewis and Clark County from obtaining the lowest possible competitive price.

Prior to the award of the contract, proposals may be held by Lewis and Clark County for a period not to exceed 90 days from the date of the opening of proposals for the purpose of reviewing proposals and investigating the qualifications of the offerors.

3. Public Inspection of Proposals

All information received in response to this RFP, including copyrighted material, is deemed public information and with one exception will be available for public viewing and copying after the proposal deadline.

The public will not be able to view bona fide trade secrets meeting the requirements of the Uniform Trade Secrets Act, Title 30, Chapter 14, Part 4, MCA. The purchasing officer will remove any such trade secrets from the RFP prior to public viewing.

4. Bona Fide Trade Secrets

Confidential information meeting the requirements of Title 30, Chapter 14, Part 4, MCA will be available for review only by the purchasing officer, the evaluation committee members, and limited other designees. Before the RFP is made available to the public, the purchasing officer will remove the confidential information if the following conditions are met:

- Confidential information is clearly marked and separated from the rest of the proposal;
- No confidential material is contained in the cost section; and
- An affidavit from the offeror's legal counsel attesting to and explaining the validity of the trade secret claim is attached to the proposal.

The offeror shall pay all legal costs and fees associated with defending a claim for confidentiality if a "right to know" request is received from another party.

In order for an offeror to request that material be kept confidential, a notarized Affidavit for Trade Secret Confidentiality shall be provided by the bidder's attorney

acknowledging that material included in a proposal is open to public inspection except for information that meets the provisions of Montana's Uniform Trade Secrets Act.

5. Classification of Proposals as Responsive or Non-responsive

All proposals will be classified as either "responsive" or "non-responsive." A proposal is considered "responsive" if it conforms in all material respects to the requirements of the RFP. A proposal may be found non-responsive if:

- Required information is not provided;
- The cost proposal is excessive or inadequate as measured by criteria stated in the RFP;
- The proposal does not conform to the specifications described and required in the RFP.

If a proposal is found to be non-responsive, it will receive no further consideration.

6. Determination of Offeror Responsibility

The purchasing officer and/or the selection committee will decide whether an offeror has met the standards of responsibility based on the requirements of the RFP. Factors used to determine the responsibility may include whether the offeror has:

- The appropriate financial, material, equipment, or human resources to meet all contractual requirements;
- A satisfactory record of integrity;
- The legal ability to contract with the County;
- Provided all information requested for use in the determination of responsibility; and
- A satisfactory record of past performance.

An offeror may be deemed "non-responsible" at any time during the procurement process if information surfaces to support such a determination.

7. Evaluation of Proposals and Offeror Interviews/Product Demonstration

The remaining proposals will be scored according to the evaluation criteria stated herein. The selection committee may ask finalists to appear for interviews or product demonstrations or to provide written responses to items requiring clarification. Any costs associated with interviews or product demonstrations are the sole responsibility of the offeror.

8. County's Right to Investigate and Reject

Lewis and Clark County may make such investigations as are deemed necessary to determine the ability of the offeror to provide the product or services specified. The County reserves the right to reject any proposal if the evidence obtained fails to satisfy the County that the offeror is properly qualified to perform the obligations of the

contract. This includes the County's ability to reject a proposal based on negative references.

9. Offeror Selection and Contract Execution

After an evaluation of the offeror interviews and/or product demonstrations, the selection committee will recommend a contract award, which the purchasing officer will communicate to the offeror selected. If the offeror does not accept all material terms of the County contract, the County may move to next ranked offeror or cancel the RFP. The work described in the RFP may begin only after the contract is signed by all parties.

10. County's Rights Reserved

Submission of a proposal confers no rights upon any vendor and shall not obligate the County in any manner whatsoever. Lewis and Clark County reserves the right to make no award and to solicit additional proposals at a later date.

The RFP in no way constitutes a commitment by the County to award and execute a contract. If such actions are deemed in its best interests, the County, 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; and/or
- If awarded, suspend contract execution or terminate the resulting contract if the County determines adequate funds are not available.

11. Nondiscrimination

In accordance with federal and state laws, the offeror agrees not to discriminate against any client, employee, or applicant for employment of for services because of race, creed, color, national origin, sex, or age with regard to, but not limited to, the following:

- Employment upgrading;
- Demotion or transfer;
- Recruitment or recruitment advertising;
- Lay-offs or terminations;
- Rates of pay or other forms of compensation;
- Selection for training; or
- Rendition of services.

Offerors and the awardee shall comply with all federal, state, and local laws, rules and regulations. Offerors and the awardee and any of the offerors' and the awardee's sub-grantees, contractors, subcontractors, successors, transferees, and assignees shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal

financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract or agreement.

It is further understood that any vendor who is in violation of this clause shall be barred forthwith from receiving awards of any purchase from Lewis and Clark County unless a satisfactory showing is made that discriminatory practices have ceased, and the recurrence of such acts is unlikely.

12. Cone of Silence

A cone of silence shall be established on all Lewis and Clark County competitive selection processes. The cone of silence prohibits any communication regarding a competitive solicitation between any bidder (or its agents or representatives) or other entity with the potential for a financial interest in the award (or their respective agents or representatives) regarding such competitive solicitation, and any Elected Official or County employee, selection committee member, or other persons authorized to act on behalf of the County.

The cone of silence shall be in effect from the time of advertisement until contract award. Violations of the cone of silence may be grounds for disqualification from the selection process. The cone of silence shall not apply to communications at any public proceeding or meeting.

The cone of silence shall terminate when the Board or a County employee authorized to act on behalf of the Board awards or approves the Contract, rejects all Bids or responses, or otherwise takes action to end the selection process.

13. Protest Procedure

An offeror aggrieved in connection with the solicitation or award may protest in accordance with the procedure outlined in the Lewis and Clark County purchasing policy.

End of Request for Proposal