



# LEWIS AND CLARK COUNTY

## Public Works Department

### LEWIS AND CLARK COUNTY, MONTANA REQUEST FOR PROPOSALS PARKLAND AND LANDSCAPE RELATED SERVICES FOR THE HELENA VALLEY RURAL IMPROVEMENT DISTRICTS

#### Introduction

Lewis and Clark County (hereafter, the “County”) is soliciting proposals from qualified offerors to perform maintenance in open space, grasslands, common use areas, parklands, fire easements, and drainage easements from May 2024 to April 2027, specifically for the growing seasons of 2024, 2025, and 2026, within Rural Improvement Districts (RIDs) in Lewis and Clark County. Individual RIDs are listed in each section of the Scope of Services, and maps, including the locations of each RID, are provided in Appendix A. Offerors are encouraged to visit sites prior to submitting proposals. The Offeror will be permitted to subcontract aspects of the Scope of Services as needed so long as the costs for subcontracted services match the proposed rates and work is being completed in satisfactory condition, use, and timeframe.

#### Scope of Services

##### 1. Mowing/Vegetation Control

- Mowing or weed cutting in open space and/or parkland in RIDs throughout Lewis and Clark County. Mowing and/or vegetation control shall include the following RIDs at the following intervals:

##### A. Weekly – 1.72 irrigated acres mowed each week.

1. 1.11 acres of parkland in 46 Degrees North Park.
2. 0.61 acres of parkland in Canyon Ridge.

##### B. Biannually – 25.66 unirrigated acres mowed and/or weeded twice per season.

1. 0.33 acres along trail system in 46 Degrees North Park.
2. 0.17 acres around fire hydrant and well system in Canyon Ferry Crossing Fire.

3. 0.11 acres around fire hydrant in Canyon Ridge.
4. 0.30 acres along trail in Frontier Village.
5. 0.06 acres around fire hydrant in Frontier Village Fire.
6. 4.65 acres along trail system in Heron Creek.
7. 0.06 acres around fire hydrant in Kamp Fire.
8. 1.40 acres along trail system in Red Fox Meadows Trail.
9. 0.06 acres around fire hydrant in Red Fox Meadows Fire.
10. 16.77 acres of drainage easement in Red Fox Meadows Stormwater.
11. 0.30 acres on fire utility easement in Saddle Rock Fire.
12. 1.45 acres of open space in Timber Works.

C. Annually – 6.28 unirrigated acres mowed and/or weeded once per season.

1. 4.5 acres of open space in Canyon Ridge.
2. 0.06 acres around fire hydrant in Country Winds Fire.
3. 0.06 acres around fire hydrant in Golden Meadows Fire
4. 1.60 acres around fire hydrant and utility easement in Grand Vista Fire.
5. 0.06 acres around fire hydrant in Harvest Acres Fire.

## 2. Weed Spraying

- Weed spraying at the following intervals throughout the following RIDs for both noxious and nuisance weed control. May require different chemical applications depending on type of vegetation. Chemical applications may be required, but not limited to selective herbicide, non-selective herbicide/ground clear, and any needed specialty applications. The selected offeror must be certified with appropriate commercial applicator licensing. Price per hour should include herbicide.

A. Annually – 31.82 acres sprayed once per season.

1. 4.5 acres of open space in Canyon Ridge.
2. 7.38 acres of open space in Heron Creek.
3. 16.77 acres of drainage easement in Red Fox Meadows Stormwater.
4. 2.87 acres of trail system in Panoramic Meadows.
5. 0.30 acres of utility easement in Saddle Rock Fire

B. Biannually – 10.61 acres sprayed twice per season in spring and fall.

1. 0.06 acres around fire hydrant in 46 Degrees North Fire.
2. 0.33 acres along trail system in 46 Degrees North Park.
3. 0.16 acres around fire hydrant and well system in Canyon Ferry Crossing Fire.
4. 0.11 acres around fire hydrant in Canyon Ridge.
5. 0.06 acres around fire hydrant in Country Winds Fire.
6. 0.30 acres of trail in Frontier Village.
7. 0.06 acres around fire hydrant in Frontier Village Fire.
8. 0.06 acres around fire hydrant in Golden Meadows Fire.
9. 1.6 acres around fire hydrant and fire utility easement in Grand Vista Fire.
10. 0.06 around fire hydrant in Harvest Acres Fire.
11. 4.65 acres of trail system in Heron Creek.
12. 0.06 acres around fire hydrant in Kamp Fire.

13. 1.40 acres of trail system in Red Fox Meadows Trail.
14. 0.06 acres around fire hydrant in Red Fox Meadows Fire.
15. 0.19 acres throughout the mailbox area in Timber Works.
16. 1.45 acres of open space in Timber Works.

3. Sprinkler System Maintenance

- Sprinkler maintenance will include startup in the spring as well as winterization in the fall. Additionally, sprinkler head and line maintenance will be performed as needed in each of the following RIDs.

A. Canyon Ridge - 7 Zone System:

1. Spring Startup and Winterization.
2. Sprinkler system inventory, mapping, and layout.
3. Sprinkler head and line maintenance/replacement (any replacement materials can be invoiced separately and do not need to be included in the Proposal Worksheet).
4. Sprinkler maintenance general labor.

B. 46 Degrees North Park – 7-10 Zone System:

1. Spring Startup and Winterization.
2. Sprinkler system inventory, mapping, and layout.
3. Sprinkler head and line maintenance/replacement (any replacement materials can be invoiced separately and do not need to be included in the Proposal Worksheet).
4. Sprinkler maintenance general labor.

4. Fertilization and Aeration

- A minimum of one fertilization application and aeration. Fertilization may be requested at more than one application per season on an as needed basis.

A. Annually – 1.72 acres fertilized and aerated once per season.

1. 1.11 acres of parkland in 46 Degrees North Park.
2. 0.61 acres of parkland in Canyon Ridge.

5. Additional Services

- The County may request the following additional services:
  - A. Additional frequency of any of activities listed in the Scope of Services described above may be requested at the hourly rate included in the Proposal Worksheet.
  - B. Brush Removal.
  - C. Tree Trimming/Removal.
  - D. General Laborer
    1. Landscaping services (such as raking, shoveling, or general landscaping needs).
    2. Weed pulling.

## Prevailing Wage

This will be a prevailing wage contract and all employees employed by the selected offeror or any subcontractors in performance of an awarded contract will be paid wages at rates as may be required by the laws of the State of Montana in accordance with the schedule of Montana Prevailing Wage Rates for Nonconstruction Services 2024, included as Appendix B. Proposal rates must be determined using these prevailing wage rates.

## Solicitation Timeline

Publication of Notices	April 6, April 13, 2024
Questions Due	April 24, 2024
Responses to Questions Posted on Website	April 26, 2024
Proposal Due	April 30, 2024
Proposals Opened, Reviewed by Evaluation Committee	May 1, 2024
Offeror Selection/Contract Negotiation	May 15, 2024

## Proposal Submission Requirements

- Offerors shall submit three (3) copies of the proposal worksheet.
- Proposals must be received no later than 4:00 PM on April 30, 2024. Proposals received after the deadline will not be considered.
- Proposals must be sealed and prominently marked “**Parkland and Landscape RFP**”, and submitted to:
  - Lewis and Clark County Public Works Department
  - Attention: Parkland RFP
  - 3402 Cooney Drive
  - Helena MT, 59602
- Proposals will be unsealed on May 1, 2024, at 2:00 PM in Room 309 of the City-County Building, 316 N. Park Avenue, Helena, MT.
- Offerors with questions related to this solicitation shall contact Jade Wills, at [jwills@lccountymt.gov](mailto:jwills@lccountymt.gov). Questions may be submitted until 4:00 PM on April 24, 2024. Responses to questions will be posted to the County’s website no later than April 26, 2024.
- A determination may be made of the awarded offeror’s financial and operational stability to serve the County. Only proposals from financially responsible organizations, as determined by the County, that are presently engaged in the business of providing parkland and landscape related services shall be considered.
- The County reserves the right to contact the selected offeror’s current and prior clients prior to award of a contract.
- Any costs associated with the preparation of proposals, product demonstrations, or any expenses related to responding to this solicitation are the sole responsibility of the offeror.

## Proposal Content Requirements

Offerors shall complete the Proposal Worksheet provided in this solicitation and ensure the following information is included:

- Prices to perform the required and additional aspects of the Scope of Services listed in this solicitation to include rates per applicable unit (e.g. hours, etc.). This information shall be contained on the Proposal Worksheet provided in this solicitation.
- Rates shall include prevailing wage, as detailed in Appendix B, and include an operator with equipment, mobilization, rental equipment (if needed), and specific chemical application cost (e.g. selective, ground clear, etc.), and be contained on the Proposal Worksheet provided in this solicitation.
- Name, address, contact information, Tax ID Number, Contractor Registration Number, authorized signature of official approving the proposal.
- A statement detailing specific qualifications and experience with property maintenance management including products used, methods, size of workforce, and references for work performed.
- A plan detailing capability to perform work to meet time and budget requirements that includes present and projected workload.
- A complete Proposal Worksheet with a list of equipment including, but not limited to:
  - Types of available mowers (e.g. finish, brush, field, etc.)
  - Types of available weeders
  - Types of spray systems (e.g. backpack, broadcast sprayer, general spot sprayer, etc.)
  - Sprinkler system maintenance items (e.g. compressors, trenchers, etc.)
- Types of available tree/brush removal equipment (e.g. chainsaws, etc.)
- Copies of contractor's applicable licenses and certifications, including Commercial Applicators License (in good standing).

## Evaluation Criteria

Proposals will be reviewed and scored by an evaluation committee to determine completeness and quality of content. The criteria for evaluating proposals, and the respective points for each criterion, are as follows:

Criteria	Points Possible
Overall Projected Cost	35
Related Experience	20
Capability of the offeror to meet time and budget requirements	15
Present and projected workload	15
Location of Base of Operation relative to the greater Helena Area	15
<b>Total</b>	<b>100 points</b>

## Method of Award

- After scoring each proposal based upon the established criteria, the evaluation committee will rank each proposal against the others. The County will attempt to negotiate a contract with the offeror ranked first by the committee.

- If a satisfactory agreement can be reached, the contract will be awarded to the offeror. If not, negotiations will be conducted with each subsequent offeror in rank order until a satisfactory agreement can be reached or unless the committee determines the rejection of all proposals is in the best interest of the County.
- The contract shall include a schedule for completing the Scope of Services included in the Proposal Worksheet.
- The overall cost offered in the proposal will be considered firm and cannot be altered in the first year after submission.
- The successful offeror must commence work only after the transmittal of a fully executed contract with Lewis and Clark County and submittal of proof of workers compensation and liability insurance, with the County listed as an additional insured, and will perform all services indicated in the proposal in order to satisfy the Scope of Services of the contract.
- All offerors will be notified in writing of the County’s selection after contract negotiations are completed.

**Insurance**

*General Liability Insurance* – Offeror shall maintain general liability insurance from an insurance carrier licensed to do business in the State of Montana in the amount of one million dollars (\$1,000,000) for each occurrence (minimum) and two million dollars (\$2,000,000) aggregate. The County must be listed as an additional insured on the liability insurance certificate.

*Workers Compensation Insurance* – Offeror shall maintain workers compensation insurance from an insurance carrier licensed to do business in the State of Montana or provide a Workers Compensation Exemption Certificate.

*Automobile Liability Insurance* – Offeror shall maintain automobile liability from an insurance carrier licensed to do business in the State of Montana with the following limits:

- a) Bodily Injury:

Each Person	\$1,000,000
Each Accident	\$1,000,000
  
- b) Property Damage:

Each accident	\$1,000,000
(or)	
Combined Single Limit of	\$1,000,000
  
- c) Automobile Coverage to Include:
  - a. All owned Autos
  - b. All Hired Autos
  - c. All Non-Owned Autos

Offeror’s Automobile Liability Insurance may be satisfied by primary insurance or a combination of primary and excess or umbrella insurance. The same excess or umbrella insurance may also be used to satisfy the limits of General Liability Insurance and/or Employer’s

Liability. Proof of general liability, workers compensation insurance and automobile liability insurance shall be provided to the County upon contract execution and prior to commencing any work.

### **Compensation**

Each RID listed in the Scope of Services must be invoiced separately for work completed and in accordance with proposal rates listed in the Proposal Worksheet.

Certified payroll reports shall be completed on a weekly basis per state law and must be submitted with invoices for work completed over the corresponding time period.

**PROPOSAL WORKSHEET**

**THE UNDERSIGNED OFFEROR** has become familiar with the services solicited by Lewis and Clark County. The Offeror agrees to follow and abide by all laws required in the State of Montana and Lewis and Clark County. The Offeror, having satisfied themselves of the services, does submit the proposal as follows:

**THE OFFEROR HEREBY PROPOSES AND AGREES**, if this proposal is accepted, to enter into an Agreement, and assumes all obligations, duties, and responsibilities specified herein for the following prices:

**\*All Unit Costs shall include mobilization, prevailing wage, herbicide by type, an equipment rate that includes an operator, where applicable, for the first year, and any anticipated rental equipment. Price changes for subsequent contract years must be submitted by March 1 for contract amendment and will be subject to the current year’s prevailing wage rates.**

SCOPE OF SERVICES			
MOWING/VEGETATION CONTROL			
1. Weekly Mowing/Weeding – 1.72 Irrigated Acres Once per Week			
1.11 acres in 46 Degrees North Park			
0.61 acres in Canyon Ridge			
SERVICE	EQUIPMENT TYPE	UNIT	COST PER UNIT
		Per Hour	
		Per Hour	
		Per Hour	
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		Per Hour	
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		Per Hour	



**PROPOSAL WORKSHEET**

<b>MOWING/VEGETATION CONTROL (CONTINUED)</b>			
<b>2. Biannual Mowing/Weeding – 25.66 Unirrigated Acres Twice per Season</b>			
0.33 acres of trail in 46 Degrees North Park			
0.17 acres around fire hydrant and well in Canyon Ferry Crossing Fire			
0.11 acres around fire hydrant in Canyon Ridge			
0.30 acres of trail in Frontier Village			
0.06 acres around fire hydrant in Frontier Village Fire			
4.65 acres of trail in Heron Creek			
0.06 acres around fire hydrant in Kamp Fire			
1.40 acres of trail in Red Fox Meadows Trail			
0.06 acres around fire hydrant in Red Fox Meadows Fire			
16.77 acres of drainage easement in Red Fox Meadows Stormwater			
0.30 acres of fire utility easement in Saddle Rock Fire			
1.45 acres of open space in Timberworks			
<b>SERVICE</b>	<b>EQUIPMENT TYPE</b>	<b>UNIT</b>	<b>COST PER UNIT</b>
		Per Hour	
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		Per Hour	

**PROPOSAL WORKSHEET**

<b>MOWING/VEGETATION CONTROL (CONTINUED)</b>			
<b>3. Annual Mowing/Weeding – 6.28 Unirrigated Acres Once per Season</b>			
4.5 acres of open space in Canyon Ridge			
0.06 acres around fire hydrant in Country Winds Fire			
0.06 acres around fire hydrant in Golden Meadows Fire			
1.60 acres around fire hydrant/utility easement in Grand Vista Fire			
0.06 acres around fire hydrant in Harvest Acres Fire			
<b>SERVICE</b>	<b>EQUIPMENT TYPE</b>	<b>UNIT</b>	<b>COST PER UNIT</b>
		Per Hour	
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		Per Hour	

**PROPOSAL WORKSHEET**

<b>WEED SPRAYING</b>			
<b>1. Annual Spraying – 31.82 Acres Once per Season</b>			
4.5 acres of open space in Canyon Ridge			
7.38 acres of open space in Heron Creek			
16.77 acres of drainage easement in Red Fox Meadows Stormwater			
2.87 acres of trail in Panoramic Meadows			
0.30 acres of fire utility easement in Saddle Rock Fire			
<b>SERVICE</b>	<b>EQUIPMENT TYPE</b>	<b>UNIT</b>	<b>COST PER UNIT</b>
		Per Hour	
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		Per Hour	

**PROPOSAL WORKSHEET**

<b>WEED SPRAYING (CONTINUED)</b>			
<b>2. Biannual Spraying – 10.61 Acres Twice per Season</b>			
0.06 acres around fire hydrant in 46 Degrees North Fire			
0.33 acres of trail in 46 Degrees North Park			
0.16 acres around fire hydrant and well in Canyon Ferry Crossing Fire			
0.11 acres around fire hydrant in Canyon Ridge			
0.06 acres around fire hydrant in Country Winds Fire			
0.30 acres of trail in Frontier Village			
0.06 acres around fire hydrant in Frontier Village Fire			
0.06 acres around fire hydrant in Golden Meadows Fire			
1.6 acres around fire hydrant/utility easement in Grand Vista Fire			
0.06 acres around fire hydrant in Harvest Acres Fire			
4.65 acres of trail in Heron Creek			
0.06 acres around fire hydrant in Kamp Fire			
1.40 acres of trail in Red Fox Meadows Trail			
0.06 acres around fire hydrant in Red Fox Meadows Fire			
0.19 acres throughout mailbox area in Timberworks			
1.45 acres of open space in Timberworks			
<b>SERVICE</b>	<b>EQUIPMENT TYPE</b>	<b>UNIT</b>	<b>COST PER UNIT</b>
		Per Hour	
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		Per Hour	

**PROPOSAL WORKSHEET**

<b>SPRINKLER SYSTEM MAINTENANCE</b>			
<b>Sprinkler Maintenance – Startup, Winterization, Head/Line repair as needed, General Labor</b>			
Canyon Ridge – 7-Zone System			
46 Degrees North – 7-10-Zone System			
<b>SERVICE</b>	<b>EQUIPMENT TYPE</b>	<b>UNIT</b>	<b>COST PER UNIT</b>
		Per Hour	
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		Per Hour	

<b>FERTILIZATION AND AERATION</b>			
<b>Annual Fertilization/Aeration – 1.72 Acres Once per Season</b>			
1.11 acres in 46 Degrees North			
0.61 acres in Canyon Ridge			
<b>SERVICE</b>	<b>EQUIPMENT TYPE</b>	<b>UNIT</b>	<b>COST PER UNIT</b>
		Per Hour	
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		Per Hour	

**PROPOSAL WORKSHEET**

<b>ADDITIONAL SERVICES</b>			
<b>Brush Removal, Tree Trimming/Removal, General Labor</b>			
<b>Other Items as Needed</b>			
<b>SERVICE</b>	<b>EQUIPMENT TYPE</b>	<b>UNIT</b>	<b>COST PER UNIT</b>
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**THE UNDERSIGNED OFFEROR HEREBY CERTIFIES:**

1. This offer is genuine and is not made in the interest of, or in the behalf of, any undisclosed person or firm, and is not submitted as a result of any agreement with any association, corporation, or group.
2. The Offeror has not directly or indirectly induced or solicited any other Offerors to put in a false or sham offer.
3. The Offeror has not solicited or induced any person or firm to refrain from submitting a quote.
4. The Offeror has not sought by collusion to obtain any advantage over any other Offeror or over Lewis and Clark County.

Offeror Business Name: \_\_\_\_\_

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

Point of Contact Name: \_\_\_\_\_

Telephone No.: \_\_\_\_\_

Contact E-Mail: \_\_\_\_\_

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

Contractor Registration No: \_\_\_\_\_

Signature of authorized company official approving the proposal as submitted:

\_\_\_\_\_  
[sign here]

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Submit completed RFP to:**

Lewis and Clark County Public Works Department  
Attention: Parkland RFP  
3402 Cooney Drive  
Helena MT, 59602

## **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 submission of a proposal guarantees that the prices quoted have been established without collusion with other eligible offerors 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; and
- 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 offeror’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 and the County cannot agree on the contract terms, the County may move to the 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 offeror 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 or 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 offeror 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 offeror (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 County official (elected or appointed), employee, selection committee member, or other persons authorized to act on behalf of the County other than the individual outlined as the point of contact in this solicitation.

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 with the established point of contact in this solicitation or 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 offers 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 Proposals**