

**LEWIS AND CLARK COUNTY, MONTANA  
REQUEST FOR PROPOSALS  
TREASURE STATE ACRES PARK  
PLAYGROUND DESIGN AND INSTALLATION**

**Statement of Purpose**

The Lewis and Clark County Board of County Commissioners is seeking proposals from qualified firms to design and install playground equipment at the park located in the Treasure State Acres (TSA) Park District.

**Introduction**

The TSA Park District, located in the Treasure State Acres Subdivision in Lewis and Clark County, Montana, currently has a playground with equipment that was first installed 25 years ago. The equipment no longer meets today’s safety standards.

The budget for this project will not exceed \$95,000.

**Scope of Services**

The project includes the following aspects:

- Design a playground for an area measuring 49 feet 4 inches by 79 feet 9 inches;
- Remove existing playground equipment, except for slide;
- Install direct-bolt, clampless playground equipment to include:
  - Swing set – five swings and one adaptive chair swing;
  - Balance beam and/or other balance equipment;
  - Play system designed to improve accessibility for children of all ability levels, as appropriate;
  - Panel system for children ages 2 years old and up;
  - Picnic table;
  - Two (2) benches;
- Remove gravel base material and install engineered wood fiber material;

**Project Duration**

The selected offeror should expect the project to conclude no later than August 31, 2024.

**RFP Timeline**

Publication of Notices	May 4 & May 11, 2024
Questions Due	May 14, 2024
Responses to Questions Posted on County Website	May 17, 2024

Proposal Submittal Deadline	May 27, 2024
Proposal Evaluation Meeting	No Later Than May 31, 2024
Interviews (optional)	No Later Than June 6, 2024
Notice of Intent to Award	No Later Than June 7, 2024

**Proposal Content Requirements**

The proposal 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 Services* section of this RFP. Proposals 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 playground design and installation 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 meet the requirements identified in the *Scope of Services* 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. Previous work performed in Lewis and Clark County and/or City of Helena.
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 Services* 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.

**Evaluation Criteria**

Upon receipt of proposals, evaluation committee members will review all responses independently and assign scores based on the following evaluation criteria:

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. 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.	30 Points
4. Previous work performed in Lewis and Clark County and/or City of Helena.	25 Points
5. Related experience on similar projects including publicly funded projects. Proposal indicates an understanding of the project, stakeholders, and attention to detail.	20 Points
<b>TOTAL</b>	<b>100 points max</b>

Proposals will be evaluated by the committee as a whole and ranked based on their average score.

\* The County reserves the right to interview firms in order to assist in the evaluation process. Interviews will be granted to the top two scoring firms, only, if the difference of average preliminary evaluation scores is narrow. Preliminary evaluation scores may be changed based upon information provided by firms during the interview process.

**Proposal Submittal**

Offerors shall submit five (5) hard copies of the proposal and one (1) digital copy in PDF format on a flash drive in a sealed envelope clearly marked *Playground Design and Installation RFP*. Proposals should not exceed 15 pages, including resumes and a cover letter. Minimum font size for all text shall be 12-point. Offerors are solely responsible for all costs incurred in the preparation and submittal of a proposal.

In order to ensure a fair and objective evaluation of all proposals, all questions regarding the RFP must be submitted in writing via email to the point of contact listed below on or before May 14, 2024. An addendum containing responses to questions received will be posted on the County’s website at <https://www.lccountymt.gov/Government/Grants-and-Purchasing/Bids-and-Proposals-Current> no later than May 17, 2024. It is the responsibility of each offeror to check the website if it is interested in the questions received and the respective responses provided by the County. Under no circumstances may offerors contact any County staff member, agent, or elected official directly. All communications regarding this RFP shall be directed to the designated point of contact listed below:

Casey Hayes, Purchasing Officer  
Lewis and Clark County  
316 N. Park Avenue, Helena, MT 59623  
chayes@lccountymt.gov

Submit proposals to:

Lewis and Clark County Commissioners  
ATTN: TSA Playground Design and Installation RFP  
316 N. Park Avenue, Room 345  
Helena, MT 59623

Proposals must be received no later than 4:00 PM local time on May 27, 2024 at the address listed above. Proposals received after the deadline shall not be accepted. 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 reject any and all proposals deemed unqualified, unsatisfactory, or inappropriate.

### **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.

All reports, information, data, and other materials prepared by the selected offeror pursuant to shall become the property of Lewis and Clark County which has the exclusive and unrestricted authority to release, publish or otherwise use, in whole or part, information relating thereto. Any reuse without written verification or adaptation by the selected offeror for the specific purpose intended will be at Lewis and Clark County's sole risk and without liability or legal exposure to the selected offeror. No material produced in whole or in part under an agreement resulting from this solicitation may be copyrighted or patented in the United States or in any other country without the prior written approval of Lewis and Clark County.

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 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;
- 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**

# LEWIS AND CLARK COUNTY PROFESSIONAL SERVICES CONTRACT

An agreement made between Lewis and Clark County, a political subdivision of the State of Montana, herein referred to as "COUNTY", and Company Name, herein referred to as "CONSULTANT", whose address is Street, City, State, Zip Code, phone number is (XXX) XXX-XXXX, and Federal Employee Identification Number is XX-XXXXXX.

## THE PARTIES AGREE AS FOLLOWS:

1. EMPLOYMENT OF THE CONSULTANT: The COUNTY hereby employs CONSULTANT as an independent contractor to complete and perform Type of Professional Services services needed for the Name of Project Project. The COUNTY reserves the right to choose key personnel that it feels are most suited to the specific task.
2. SCOPE OF SERVICES: The CONSULTANT will perform the Type of Professional Services services as shown in the attached and incorporated Exhibit A, which lists the scope of services relating to the Name of Project Project.
3. INDEPENDENT CONTRACTOR: The parties agree that CONSULTANT is an independent contractor of the COUNTY and not an employee or agent of the COUNTY and is not entitled to workers compensation or any benefit of employment with the COUNTY. The COUNTY will not have control over the performance of this agreement by the CONSULTANT or its employees, except to specify the time and place of performance. The COUNTY will not be responsible for security or protection of the CONSULTANT'S supplies or equipment.
4. WARRANTY: The CONSULTANT will perform all services in a professional manner. CONSULTANT will hold harmless the COUNTY from any loss or damage resulting from the actions of the CONSULTANT in those phases of the project to which this agreement applies. CONSULTANT acknowledges that it will be liable for any breach of this warranty.
5. LIAISON: The COUNTY's designated liaison with the CONSULTANT is Officer's Name, Officer's Title or their designee. The CONSULTANT's designated liaison with the COUNTY is Name of Individual in Company.
6. EFFECTIVE DATE AND TIME OF PERFORMANCE: The CONSULTANT will commence work [a] by Month Day, Year or [b] upon approval of this Contract by both parties and shall complete the described work by Month Day, Year.
7. COMPENSATION: For the satisfactory completion of the services described in Exhibit A the COUNTY will pay the CONSULTANT time and materials for a total sum not to exceed Amount of Dollars/Cents (\$X,XXX.XX). CONSULTANT shall submit [a] monthly [b] quarterly or [c] final invoices to the COUNTY based on Exhibit B, Schedule of Billing Rates. The COUNTY shall pay invoices within 30 days of invoice date.

8. CONFLICT OF INTEREST: The CONSULTANT covenants that it presently has no interest and will not acquire any interest, direct or indirect, in the project, which would conflict in any manner or degree with the performance of its services hereunder. The CONSULTANT further covenants, that in performing this Contract, it will employ no person who has any such interest.
9. MODIFICATION AND ASSIGNABILITY OF CONTRACT: This Contract contains the entire agreement between the parties, and no statements, promises, or inducements made by either party, or agents of either party, which are not contained in the written Contract, are valid or binding. This Contract may not be enlarged, modified or altered except upon written agreement signed by both parties hereto. The CONSULTANT may not subcontract or assign its rights, including the right to compensation, or duties arising hereunder without the prior written consent of the COUNTY. Any subcontractor or assignee will be bound by all of the terms and conditions of this contract.
10. OWNERSHIP AND PUBLICATION OF MATERIALS: All reports, information, data, and other materials prepared by the CONSULTANT pursuant to this Contract are the property of the COUNTY which has the exclusive and unrestricted authority to release, publish or otherwise use, in whole or part, information relating thereto. Any reuse without written verification or adaptation by the CONSULTANT for the specific purpose intended will be at the COUNTY's sole risk and without liability or legal exposure to the CONSULTANT. No material produced in whole or in part under this Contract may be copyrighted or patented in the United States or in any other country without the prior written approval of the COUNTY.
11. INDEMNIFICATION: CONSULTANT and the COUNTY shall indemnify and hold each other harmless from and against all claims, liabilities, actions, damages and expenses, including reasonable attorneys' fees, related to or arising out of their respective intentional malfeasance or negligent performances in connection with the work described in this Contract.
12. INSURANCE: CONSULTANT 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. CONSULTANT also shall 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. CONSULTANT agrees to furnish proof of insurance to the COUNTY prior to commencing work under this agreement. The COUNTY must be listed as an additional insured on the general liability insurance certificate for this agreement. Insurance certificates will be attached to this agreement.
13. COMPLIANCE WITH LAWS: CONSULTANT shall comply with all federal, state, and local laws, rules and regulations.
14. NONDISCRIMINATION: The CONSULTANT will not discriminate against any employee or applicant for employment on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, national origin, or sexual orientation.

15. PLACE OF PERFORMANCE, CONSTRUCTION, AND VENUE: Performance of this contract is in Lewis and Clark County of Montana and venue for any litigation arising from performance of this contract is the 1st Judicial District in and for the County of Lewis and Clark, State of Montana. This Contract will be construed under and governed by the laws of the State of Montana.
  
16. ATTORNEY FEES: Should either party be required to resort to litigation, arbitration or mediation to enforce the terms of this Agreement, the prevailing party, whether plaintiff or defendant, shall be entitled to costs, including reasonable attorney's fees and expert witness fees. If the court, arbitrator, or mediator awards relief to both parties, each party shall bear its own costs in their entirety.
  
17. TERMINATION: Either party may terminate this agreement upon thirty (30) days written notice to the other party. In the event of termination, the CONSULTANT will be compensated for services performed prior to termination. This does not include any compensation for anticipated profit on the value of services not performed.

COUNTY:

CONSULTANT:

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

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

\_\_\_\_\_  
 Andy Hunthausen, Chair  
 Board of County Commissioners  
 Lewis and Clark County

\_\_\_\_\_  
 Individual's Name  
 Individual's Title Within the Company  
 Company's Name

ATTEST:

State of \_\_\_\_\_  
 County of \_\_\_\_\_

\_\_\_\_\_  
 Amy Reeves, Clerk and Recorder

This instrument was acknowledged before  
 me on \_\_\_\_\_ [date] by  
 Individual's Name as  
 Individual's Title Within the Company of  
 Company's Name.

(Seal)

\_\_\_\_\_  
 Signature of Notarial Officer

(Seal)