

**LEWIS AND CLARK COUNTY, MONTANA
REQUEST FOR QUALIFICATIONS
SEPTIC SYSTEM INVENTORY**

Notice is hereby given that the Board of County Commissioners of Lewis and Clark County, Montana are soliciting statements of qualifications (SOQ) from interested parties to conduct a comprehensive septic system inventory in Lewis and Clark County. The project aims to address excess pollutant contributions to ground and surface waters by identifying priority areas for septic system replacement and connection to municipal services.

The complete solicitation is available online at <https://www.lccountymt.gov/Government/Grants-and-Purchasing/Bids-and-Proposals-Current>. Questions related to this solicitation must be directed only to the designated point of contact for this solicitation: Casey Hayes, Purchasing Officer, chayes@lccountymt.gov. A cone of silence is established for this solicitation which prohibits any respondent, or entity with financial interest in the contract award, from communicating regarding the solicitation with any Lewis and Clark County elected official, employee, or agent other than the designated point of contact.

The deadline for SOQs to be delivered to the Lewis and Clark County Commissioner's Office, located at the City-County Administrative Building, 316 North Park Avenue, Room 345, Helena, MT is on or before 4:00 PM local time on March 17, 2025. The sealed envelope containing the SOQ must be labeled, "Septic System Inventory SOQ Enclosed." Late SOQs are not accepted.

Small business enterprises (SBE), minority business enterprises (MBE), women business enterprises (WBE), veteran businesses enterprises (VBE), and disadvantaged business enterprises (DBE) are encouraged to participate in this solicitation.

The County reserves the right to reject any or all SOQs received, to waive informalities, to postpone the solicitation for a period not to exceed 60 days, and to accept the SOQ that is in the best interest of the County. Respondents shall be bound to the terms and conditions listed in the solicitation.

This solicitation is being offered in accordance with federal and state statutes and county regulations governing procurement. SOQs become the property of Lewis and Clark County. The County is not responsible for costs associated with preparing a SOQ.

Published in the Helena Independent Record on Tuesday, February 18, 2025 and Tuesday, February 25, 2025.

Statement of Purpose

Lewis and Clark County seeks a qualified engineering firm to support its efforts in identifying and mitigating the impact of aging and failing septic systems on ground and surface waters. The successful respondent to this solicitation will play a critical role in helping the County develop long-term, sustainable solutions for wastewater management and infrastructure planning.

Introduction

Lewis and Clark County is seeking statements of qualifications (SOQs) from professional engineering firms to conduct a comprehensive septic system inventory in Lewis and Clark County. The project aims to address excess pollutant contributions to ground and surface waters by identifying priority areas for septic system replacement and connection to municipal services. This initiative will provide technical and financial resources for long-term solutions for aging and failing septic systems while informing landowners about proper operation and maintenance of subsurface disposal systems.

Scope of Services

The selected respondent shall perform the following tasks in compliance with all applicable federal, state, and local regulations, as well as the specific terms and conditions of DEQ Contract No. 225017.

Septic System Inventory Development

- Conduct a comprehensive septic system inventory in Lewis and Clark County.
- Utilize GIS mapping and database management tools to compile and analyze data.
 - Data to be analyzed will include but not be limited to:
 - Septic system location
 - Septic system type
 - Septic system age
 - Classification such as individual, shared, multi-user, public
 - Septic system permit status
- Identify environmentally sensitive and high-priority areas for septic system replacement or municipal service connections.
- Ensure inventory data is integrated into the existing City/County Joint Infrastructure Study to support planning efforts.
- Ensure inventory can be continually incorporated into existing septic system permitting databases.

Project Coordination and Oversight

- Manage and oversee the efforts of all project partners.

- Ensure all activities comply with applicable laws, regulations, and contract requirements.
- Conduct regular project meetings and provide updates to County officials.
- Maintain proper documentation of project activities and coordination efforts.

Policy and Planning Recommendations

- Utilize inventory data to make recommendations for County Growth Policy updates and planning board considerations.
- Provide recommendations for improving equity and long-term sustainability in wastewater management.
- Identify and prioritize areas where septic system replacement or connection should be prioritized to mitigate pollutant contributions to water sources.

Public Outreach and Landowner Engagement

- Conduct outreach efforts to inform the public and landowners about the project and their responsibilities.
- Facilitate public meetings, informational sessions, and community engagement activities.
- Gather input from stakeholders to aid in the identification of priority areas.

Deliverables

- A **draft septic system inventory report** to be presented to the Montana Department of Environmental Quality and Lewis and Clark County for comments and revisions, including identified priority areas for system replacement or municipal connections.
- A **final septic system inventory report** addressing all State and County comments and revisions.
- Written documentation of **all project coordination efforts**, included in interim, annual, and final reports.

Project Duration

The selected respondent should expect the project to begin upon execution of a contract and conclude by September 30, 2027.

RFQ Timeline

Publication of Notices	February 18 and February 25, 2025
Questions Due	February 28, 2025
Responses to Questions Posted on County Website	No later than March 7, 2025
SOQ Submittal Deadline	March 17, 2025
Evaluation Meeting	No later than March 21, 2025

Interviews	No later than March 28, 2025
Notice of Intent to Award	No later than April 4, 2025

SOQ Content Requirements

SOQs should demonstrate the respondent 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 RFQ. SOQs shall include:

1. The respondent’s legal name, address, telephone number, federal Employee Identification Number (EIN), unique entity identification number (UEI), and principal contact information;
2. The qualifications of the key staff to be assigned to the project;
3. Details related to the respondent’s experience in conducting septic system inventories or similar projects to include timeline and budget requirements;
4. A comprehensive description of the approach the respondent will employ in order to meet the requirements identified in the *Scope of Services* including a detailed work plan and schedule;
5. Present and projected workload of respondent;
6. References for the respondent and any subconsultants to include brief project descriptions for at least three (3) clients with whom the respondent or any subconsultants have worked with in the past four (4) years which are similar in nature to *Scope of Services* described in this RFQ. 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 SOQs, evaluation committee members will review all responses independently and assign scores based on the following evaluation criteria:

Criteria	Points Possible
1. Qualifications. Respondent provides qualifications of the key team members, including sub-consultants and their respective relevant experience. Resumes of key team members, sub-consultants, and other staff that may contribute to the support the project should be limited to one double-sided page per team member.	30 Points
2. Related Experience on Similar Projects. SOQ indicates recent experience (within five years) exhibiting a breadth of complexity. SOQ provides project examples that include the size of the community,	15 Points

location, total construction cost, original budget, and the name of a local official knowledgeable of the project and the Respondent's performance.	
3. Capability to Meet Time and Budget Requirements. SOQ demonstrates the respondent's ability to meet the timeline and budget for past projects by providing information on the budgeted cost vs. actual cost.	15 Points
4. Methodology. A comprehensive description of the approach the respondent will employ in order to meet the requirements identified in the <i>Scope of Services</i> including a detailed work plan and schedule.	15 Points
5. Present and Projected Workload. SOQ indicates respondent has the available resources to complete the project by the desired completion date.	10 Points
6. Quality of SOQ. Legibility, clarity, grammar, accurate spelling, content, and completeness of the SOQ will be evaluated. Unnecessarily elaborate SOQs, beyond that which is sufficient to present a complete and responsive SOQ, are not desired. The visual appearance of the SOQ will not contribute toward the evaluation score.	10 Points
7. Recent and Current Work for Lewis and Clark County or a Similar Local Government Agency. Recent work and client satisfaction will factor into the evaluation process. Respondent provides references, including contact information, of local government clients in Montana.	5 Points
TOTAL	100 points max

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

The County reserves the right to interview respondents in order to assist in the evaluation process. Interviews will be conducted for all respondents. Preliminary evaluation scores may be changed based upon information provided by respondents during the interview process.

SOQ Submittal

Respondents shall submit three (3) hard copies of the SOQ and one (1) digital copy in PDF format on a flash drive in a sealed envelope clearly marked *Septic System Inventory RFQ*. SOQs should not exceed 15 pages, including resumes and a cover letter. Minimum font size for all text shall be 12-point. Respondents are solely responsible for all costs incurred in the preparation and submittal of a SOQ.

In order to ensure a fair and objective evaluation of all SOQs, all questions regarding the RFQ must be submitted in writing via email to the point of contact listed below on or before February 28, 2025. 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 March 7, 2025. It is the responsibility of

each respondent to check the website if it is interested in the questions received and the respective responses provided by the County. Under no circumstances may respondents contact any County staff member, agent, or elected official directly. All communications regarding this RFQ 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 SOQs to:

Lewis and Clark County Commissioners
ATTN: Septic System Inventory RFQ
316 N. Park Avenue, Room 345
Helena, MT 59623

SOQs must be received no later than 4:00 PM local time on March 17, 2025, at the address listed above. SOQs 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 SOQs deemed unqualified, unsatisfactory, or inappropriate.

Contractual Terms and Conditions

The selected respondent agrees to accept and execute the County's professional services agreement. Lewis and Clark County reserves the right to require the selected respondent 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 selected respondent 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 selected respondent 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 respondent 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

respondent for the specific purpose intended will be at Lewis and Clark County's sole risk and without liability or legal exposure to the selected respondent. 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 SOQs deemed unqualified, unsatisfactory, or inappropriate.

LEWIS AND CLARK COUNTY STANDARD TERMS AND CONDITIONS

By submitting a Statement of Qualifications, the Respondent 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 Qualifications (RFQ) is issued under the authority of the Lewis and Clark County Purchasing Policy. The RFQ process is a procurement option which allows the award to be based on evaluation criteria. The relative importance of all evaluation criteria is found herein and only the evaluation criteria outlined in the RFQ will be used. Lewis and Clark County (herein, the "County") reserves the right to accept or reject any or all Statements of Qualifications (SOQs), 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 Respondents 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.

Prior to the Notice of Intent to Award, SOQs may be held by Lewis and Clark County for a period not to exceed 60 days from the date of the opening of SOQs for the purpose of reviewing SOQs and investigating the qualifications of the Respondents.

3. **Public Inspection of SOQs.** Except as otherwise stated in these terms and conditions, all information received in response to this RFQ is deemed public information and will be available for public viewing and copying after the Notice of Intent to Award is issued.
4. **Trade Secrets.** In order for a Respondent to claim information is protected under Montana's Uniform Trade Secrets Act, a notarized Affidavit for Trade Secret Confidentiality shall be

provided by the Respondent's attorney acknowledging that material included in a SOQ is open to public inspection except for information that meets the provisions of Montana's Uniform Trade Secrets Act. Trade secrets contained in the SOQ must be clearly marked and separate from materials that are open for public inspection. Respondents must be prepared to pay all legal costs and fees associated with defending a claim for confidentiality in the event of a records request from another party.

5. **Claims of Confidentiality and Personal Safety.** In order for a Respondent to claim information is confidential and protected by law or a matter of personal safety, this information must be marked and separated from the materials that are open for public inspection. Clear reference to the laws that protect the information must be provided. No confidentiality material may be contained in the pricing or cost estimates. Contract provisions shall not be covered by claims of confidentiality or personal safety. Respondents will be solely responsible for all legal costs and fees associated with defending a claim for confidentiality and/or personal safety in the event of a records request from another party which the Respondent chooses to oppose. The Respondent will either totally assume all responsibility for the opposition of the request, and all liability and costs of any such defense, thereby defending, protecting, indemnifying, and saving harmless the County or the Respondent will immediately withdraw its opposition to the records request and permit the County to release the documents for examination. The County will inform the Respondent in writing of any open records request that is made, and the Respondent will have three working days from receipt of the notice to notify the County in writing whether the Respondent opposes the request or not. Failure to provide that notice in writing will waive the claim of confidentiality and allow the County to treat the documents as a public record.
6. **Classification of SOQs as Responsive or Non-responsive.** All SOQs will be classified as either "responsive" or "non-responsive." A SOQ is considered responsive if it conforms in all material respects to the requirements of the RFQ. A SOQ may be found non-responsive if:
- Required information is not provided;
 - The SOQ does not conform to the specifications described and required in the RFQ.

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

7. **Determination of Respondent Responsibility.** The purchasing officer and/or the evaluation committee will decide whether a Respondent has met the standards of responsibility based on the requirements of the RFQ. Factors used to determine the responsibility may include whether the Respondent 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.

A Respondent may be deemed “non-responsible” at any time during the procurement process if information surfaces to support such a determination.

- 8. Evaluation of SOQs and Respondent Interviews/Product Demonstration.** SOQs will be scored according to the evaluation criteria stated herein. The evaluation 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 Respondent.
- 9. 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 Respondent to provide the product or services specified. The County reserves the right to reject any SOQ if the evidence obtained fails to satisfy the County that the Respondent is properly qualified to perform the obligations of the contract. This includes the County's ability to reject a SOQ based on negative references.
- 10. Respondent Selection and Contract Execution.** After an evaluation of the SOQ, interviews, and/or product demonstrations, the evaluation committee will recommend a contract award, which the purchasing officer will communicate to the selected Respondent. If the Respondent and the County cannot agree on the contract terms, the County may move to the next ranked Respondent or cancel the RFQ. The work described in the RFQ may begin only after the contract is signed by all parties.
- 11. County’s Rights Reserved.** Submission of a SOQ confers no rights upon any Respondent 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 SOQs at a later date.

The RFQ 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 RFQ;
- Reject any or all SOQs received in response to this RFQ;
- Waive any undesirable, inconsequential, or inconsistent provisions of this RFQ; and/or
- If awarded, suspend contract execution or terminate the resulting contract if the County determines adequate funds are not available.

12. Nondiscrimination. In accordance with federal and state laws, the Respondent 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.

Respondents shall comply with all federal, state, and local laws, rules and regulations. Respondents and any of the Respondents' 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 Respondent 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.

13. Cone of Silence. A cone of silence shall be established on all Lewis and Clark County formal solicitation processes. The cone of silence prohibits any communication regarding a formal solicitation between any Respondent (or its agents or representatives) or other entity with the potential for a financial interest in the award (or their respective agents or representatives) and any Lewis and Clark County elected official, employee, or agent other than the designated point of contact for the solicitation.

The cone of silence shall be in effect from the time of posting the formal solicitation on the County's website and until the County issues a Notice of Intent to Award, cancels the solicitation, or otherwise takes action to end the selection process.

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.

14. Advanced Payments. Except as provided in law, provisions requiring payment by the County, fully or in part, for goods or services before receipt of such shall not be authorized.

15. Protest Procedure. A Respondent aggrieved in connection with the solicitation or award may protest in accordance with the procedure outlined in the Lewis and Clark County procurement policy.

16. Nondiscrimination Against Firearm Entities/Trade Associations. Per Montana Code Annotated 30-20-301, a Respondent whose company has at least ten full-time employees and is awarded a contract with a value of at least \$100,000 paid wholly or partly from public funds shall not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, and the awarded Respondent shall not discriminate during the term of the contract against a firearm entity or firearm trade association.

SPECIFIC TERMS AND CONDITIONS

The following terms and conditions apply to the CONSULTANT, as a contractor of Lewis and Clark County, according to the County's Award Terms and Conditions and [Appendix II to Part 200, Title 2 of Code of Federal Regulations \(CFR\), Contract Provisions for Non-Federal Entity Contracts Under Federal Awards.](#)

1. Non-Discrimination. CONSULTANT shall comply with Title VI of the Civil Rights Act of 1964, Section 13 of the Federal Water Pollution Control Act Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, The Age Discrimination Act of 1975. These four laws prohibit discrimination in the provision of services or benefits, on the basis of race, color, national origin, sex, disability or age, in programs or activities receiving federal financial assistance.

CONSULTANT agrees to not discriminate on the basis of race, color, national origin, sex, disability or age.

2. Equal Opportunity. CONSULTANT shall comply with Executive Order 11246, "Equal Employment Opportunity," as amended by EO 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity;" Executive Order 13798, "Promoting Free Speech and Religious Liberty," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

3. Contract Work Hours and Safety Standards Act (40 U.S.C. 327 through 333). (Applies only

to purchases over \$100,000, when laborers or mechanics are used.) Where applicable, all contracts in excess of \$100,000 that involve the employment of mechanics or laborers shall include a provision for compliance with 40 U.S.C. 3702 and 3704 of the Contract Work Hours and Safety Standards Act, as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 3702 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. The requirements of 40 U.S.C. 3704 are applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

4. **Rights to Inventions Made Under a Contract or Agreement.** Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any applicable implementing regulations issued by the awarding agency.
5. **Clean Air Act & Federal Water Pollution Control Act. (applies to contracts of more than \$150,000.)** The CONSULTANT agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. The CONSULTANT agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

The CONSULTANT agrees to report each violation of the Clean Air Act and the Water Pollution Control Act to the Lewis and Clark County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

CONSULTANT agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

6. **Suspension and Debarment.** This contract is a covered transaction for purposes of 2 CFR Part 180. As such, the CONSULTANT is required to verify that none of CONSULTANT's principals (defined at 2 CFR § 180.995) or its affiliates (defined at 2 CFR 180.905) are excluded (defined at 2 CFR § 180.940) or disqualified (defined at 2 CFR 180.935).

The CONSULTANT must comply with 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of fact relied upon by Lewis and Clark County. If it is later determined that the CONSULTANT did not comply with 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

The CONSULTANT agrees to comply with the requirements of 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The CONSULTANT further agrees to include a provision requiring such compliance in its lower tier covered transactions.

- 7. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352, as amended. (applies to contracts exceeding \$100,000).** CONSULTANT certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. CONSULTANT shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency. For contracts exceeding \$100,000, CONSULTANT must sign the attached certification regarding lobbying upon award.
- 8. Procurement of Recovered Materials: (applies only if the work involves the use of materials where the purchase price of the item exceeds \$10,000).** In the performance of this contract, the CONSULTANT shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at [40 CFR part 247](#) that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- 9. Prohibition on certain telecommunications and video surveillance services or equipment (Huawei and ZTE).** CONSULTANT is prohibited from obligating or expending loan or grant funds to:

 - a. Procure or obtain;

- b. Extend or renew a contract to procure or obtain; or
- c. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - i. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - ii. Telecommunications or video surveillance services provided by such entities or using such equipment.
 - iii. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

10. Domestic preferences for procurements.

- a. As appropriate and to the extent consistent with law, the CONSULTANT should, to the greatest extent practicable under a Federally-funded award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.
- b. For purposes of this section:
 - i. “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
 - ii. “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.
- c. Federal agencies providing Federal financial assistance for infrastructure projects must implement the Buy America preferences set forth in [2 CFR part 184](#).

11. Drug Free Workplace. CONSULTANT agrees to maintain a drug-free workplace.

CONSULTANT certifies, by signing this Contract that its employees and subcontractors will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in the performance of this Contract.

12. Procurement of Recycled Good. In accordance with Section 6002 of the Resource Conservation and Recovery Act, when the purchase of an item exceeds \$10,000 or where the quantity of such items acquired in the course of the preceding fiscal year was \$10,000 or more, CONSULTANT and subcontractors shall give preference to the purchase of specific products containing recycled materials.

13. Procurement of Recycled Good. In accordance with Section 6002 of the Resource Conservation and Recovery Act, when the purchase of an item exceeds \$10,000 or where the quantity of such items acquired in the course of the preceding fiscal year was \$10,000 or more, CONSULTANT and subcontractors shall give preference to the purchase of specific products containing recycled materials.

14. Copyright And Right To Use.

- a. The federal awarding agency and the COUNTY has the right to reproduce, publish, use and authorize others to reproduce, publish and use copyrighted works or other data developed through this Contract for Federal purposes.
- b. Examples of a Federal purpose include but are not limited to: (1) Use by a Federal agency and other Federal employees for official Government purposes; (2) Use by Federal contractors performing specific tasks for the Government; (3) Publication in Federal agency documents provided the document does not disclose trade secrets (e.g. software codes) and the work is properly attributed to the recipient through citation or otherwise; (4) Reproduction of documents for inclusion in Federal depositories; (5) Use by State, tribal and local governments that carry out delegated Federal environmental programs as “co-regulators” or act as official partners with a Federal agency to carry out a national environmental program within their jurisdiction and; (6) Limited use by other grantees to carry out Federal grants provided the use is consistent with the terms of the Federal agency’s authorization to the other grantee to use the copyrighted works or other data.
- c. In accordance with item 6 of Section 17.9.2, contractor acknowledges that the Federal agency may authorize the use of copyrighted works or other data developed under this Contract as a result of:
 1. The selection of another contractor to perform a project that will involve the use of the copyrighted works or other data or;
 2. Termination or expiration of this Contract.
- d. In addition, the Federal agency may authorize another contractor to use copyrighted works or other data developed with Agency funds to perform another service when such use promotes efficient and effective use of

Federal funds.

15. Acknowledgement Requirements. Any reports, documents, publications or other materials developed for public distribution supported by this Contract shall contain the following statement:

"This project has been funded wholly or in part by the EPA under assistance agreement SO - 95815370 to the Montana Department of Environmental Quality. The contents of this document do not necessarily reflect the views and policies of the EPA, nor does the EPA endorse trade names or recommend the use of commercial products mentioned in this document."

16. Use of Funds for Refreshments or Meals. CONSULTANT and any subcontractor must obtain prior approval from EPA through the State prior to using these funds for the purchase of light refreshments or meals served at meetings, conferences, training workshops, and outreach activities (events) unless the event has been specified in the approved work plan. Requests for approval must include:

- i. An estimated budget and description for the light refreshments, meals, and beverages to be served at the event(s);
- ii. A description of the purpose, agenda, location, length and timing for the event;
- iii. An estimated number of participants in the event and a description of their roles.

17. Hotel-Motel Fire Safety. CONSULTANT agrees to ensure that all space for conferences, meetings, conventions, or training seminars funded in whole or in part with federal funds complies with the protection and control guidelines of the Hotel and Motel Fire Safety Act (PL 101-391, as amended). The Hotel-Motel National Master List (<https://apps.usfa.fema.gov/hotel/>) may be used to determine if a property is in compliance, or to find other information about the Act.

18. Trafficking Victim Protection Act of 2000. The CONSULTANT, CONSULTANT's employees, and any subcontractor and subcontractor's employees, must not engage in any form of trafficking in persons, procure a commercial sex act, or use forced labor in the performance of services under this Contract or subcontract at any time during the period the Contract or subcontract is in effect.

19. Limit on Funds. CONSULTANT and any subcontractor shall not use these funds for particular activities for any casino or other gambling establishment, aquarium, zoo, golf course, or swimming pool.

20. Protection Of Whistleblowers. In accordance with the [Whistleblower Protection Enhancement Act of 2012](#) (WPA) and the [Whistleblower Protection Act of 1989 Enhanced](#)

[by the Act of 2012](#), and 41 U.S.C. § 4712, it is illegal for a CONSULTANT's employee an employee of CONSULTANT's Subcontractor, to be discharged, demoted, or otherwise discriminated against for making a protected whistleblower disclosure. Any employee under this contract or any subcontractor, who believes they have been retaliated against for making a protected whistleblower disclosure may submit a retaliation complaint to the [OIG Hotline](#). Information regarding whistleblower protections is available from the [Whistleblower Protection Informational Brochure](#). CONSULTANT is required to make this information available to its employees and any subcontractors, who are required to make the information available to their employees.

- 21. False Claim.** CONSULTANT and subcontractors agree to promptly refer to EPA's Inspector General any credible evidence that a principal, employee, agent, contractor, subcontractor, loan recipient, or other person has submitted a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving funds provided under this Contract or subcontracts awarded by the CONSULTANT.

LEWIS AND CLARK COUNTY PROFESSIONAL SERVICES CONTRACT

This Contract is entered into by and between Lewis and Clark County, 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-XXXXXXX.

THE PARTIES AGREE AS FOLLOWS:

1. **EMPLOYMENT OF THE CONSULTANT:** COUNTY hereby employs CONSULTANT as an independent contractor to complete and perform the work or services in accordance with the solicitation, plans, and specifications attached and hereby incorporated as **Exhibit X**. COUNTY reserves the right to choose key personnel that it feels are most suited to the specific task.
2. **INDEPENDENT CONTRACTOR:** The parties agree that CONSULTANT is an independent contractor of COUNTY and not an employee or agent of COUNTY and is not entitled to workers compensation or any benefit of employment with COUNTY. COUNTY will not have control over the performance of this Contract by CONSULTANT or its employees, except to specify the time and place of performance. COUNTY will not be responsible for security or protection of CONSULTANT'S supplies or equipment.
3. **GENERAL CONDITIONS:** The General Conditions for this Contract shall be as follows:

- A. Standard of Care. The standard of care for all professional services performed or furnished by CONSULTANT under this Contract will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. CONSULTANT makes no warranties, express or implied, under this Contract or otherwise, in connection with CONSULTANT's services.
 - B. Technical Accuracy. COUNTY shall not be responsible for discovering deficiencies in the technical accuracy of CONSULTANT's services. CONSULTANT shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in COUNTY-furnished information.
 - C. Consultants. CONSULTANT may employ such sub-consultants as CONSULTANT deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by COUNTY.
 - D. Reliance on Others. Subject to the standard of care set forth in Section 3.A. of this Contract, CONSULTANT and its sub-consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
 - E. Compliance with Laws and Regulations, and Policies and Procedures:
 - i. CONSULTANT and COUNTY shall comply with applicable laws and regulations.
 - ii. CONSULTANT shall not be required to sign any documents, regardless of who requests, that would result in CONSULTANT having to certify, guarantee, or warrant the existence of conditions whose existence CONSULTANT cannot ascertain. COUNTY agrees not to make resolution of any dispute with CONSULTANT or payment of any amount due to CONSULTANT in any way contingent upon CONSULTANT signing any such documents.
 - iii. The general conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by COUNTY's Joint Contract Documents Committee (EJCDC C-700) unless both parties mutually agree to use other general conditions.
 - iv. While performing this Contract, CONSULTANT's employees and representatives shall comply with the specific applicable requirements of COUNTY's safety programs of which CONSULTANT has been informed in writing and follow all applicable OSHA regulations.
4. ERRORS AND OMISSIONS: CONSULTANT will perform all services in a professional manner as defined in Section 3 above. CONSULTANT will hold harmless COUNTY from any loss or damage resulting from the actions of CONSULTANT. CONSULTANT acknowledges that it will be liable to COUNTY for any breach CONSULTANT causes to this Contract.
5. LIAISON: COUNTY's designated liaison with CONSULTANT is Jenny Chambers, Public Works Director, or her designee. CONSULTANT's designated liaison with COUNTY is Name of Individual in Company.
6. EFFECTIVE DATE AND TIME OF PERFORMANCE: CONSULTANT shall commence work under

this contract beginning [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 scope services, COUNTY shall pay 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 COUNTY based on **Exhibit X**, Schedule of Billing Rates. The COUNTY shall pay invoices within 30 days of invoice date..
8. CONFLICT OF INTEREST: 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. 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. CONSULTANT may not subcontract or assign its rights, including the right to compensation, or duties arising hereunder without the prior written consent of 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 CONSULTANT pursuant to this Contract are the property of 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 CONSULTANT for the specific purpose intended will be at COUNTY's sole risk and without liability or legal exposure to 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 COUNTY.
11. INDEMNIFICATION: CONSULTANT waives all claims and recourse against COUNTY, including the right of contribution for loss and damage to persons or property arising from, growing out of, or in any way connected with or incidental to CONSULTANT's performance of this Contract except for liability arising out of concurrent or sole negligence of COUNTY or its officers, agents or employees. Further, CONSULTANT shall indemnify, hold harmless, and defend COUNTY against all claims, demands, damages, costs, expenses or liability arising out of CONSULTANT's negligent performance of this Contract except for liability arising out of the concurrent or sole negligence of COUNTY or its officers, agents or employees.
12. INSURANCE: CONSULTANT 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

(\$1,000,000.00) for each occurrence (minimum) and two million dollars (\$2,000,000.00) aggregate. CONSULTANT also agrees to maintain workers compensation insurance from an insurance carrier licensed to do business in the State of Montana. Proof of general liability and workers compensation insurance shall be provided to COUNTY prior to commencing work under this Contract. COUNTY must be listed as an additional insured on the general liability insurance certificate for this Contract.

13. COMPLIANCE WITH LAWS: CONSULTANT shall comply with applicable federal, state, and local laws, rules and regulations. CONSULTANT or subcontractors doing work on this project shall be required to obtain registration with the Montana Secretary of State's Office and the Montana Department of Labor and Industry. CONSULTANT is responsible for obtaining any and all permits required to perform the Contract. CONTRACTOR shall also comply with the applicable laws, rules, and regulations provided in **Exhibit X** of this agreement.
14. NONDISCRIMINATION: 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, 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 Contract, 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. FAILURE TO PERFORM: Upon any material default or substantial failure to perform this Contract by either party, the other party shall be entitled to the following remedy:
 - A. Stop performing or accepting performance of the work until the matter is resolved;
 - B. Within a reasonable time of discovery of the defect or failure to perform, provide the other party with a written description of the defect or failure, and:
 - i. If the defect or failure to perform can be cured, demand specific remedial action within a reasonable time certain; or
 - ii. If the defect or failure to perform cannot be cured, specify any alternative performance which would be acceptable in lieu of the required performance and a time within which the alternative performance shall be required; or
 - iii. If the defect or failure to perform cannot be cured and no reasonable alternative performance is acceptable, notify the other party of the termination of the

Contract as of a date certain and state therein whether an action for breach of the Contract will be brought.

- iv. Where appropriate, obtain completion of the performance of the remaining balance of the Contract within the original party.
 - C. If the defect or failure to perform is not corrected or alternative performance completed within the time certain specified, the party alleging breach may initiate an action in the 1st Judicial District in and for the County of Lewis and Clark, State of Montana. If an action is brought, the prevailing party shall be entitled to attorney's fees as well as other costs of suit.
18. TERMINATION: Either party may terminate this Contract upon thirty (30) days written notice to the other party. If this Contract is terminated prior to completion, COUNTY shall pay CONSULTANT for completed and accepted work within thirty (30) days of termination. CONSULTANT shall not be entitled to payment for incomplete or unacceptable work.

End of Request for Qualifications