

**LEWIS AND CLARK COUNTY, MONTANA
REQUEST FOR QUALIFICATIONS & PROPOSALS
COURTHOUSE ELEVATOR REPLACEMENT DESIGN-BUILD PROJECT**

Notice is hereby given that the Board of County Commissioners of Lewis and Clark County, Montana is soliciting competitive Statements of Qualifications (SOQs) and proposals from experienced firms to complete the Courthouse Elevator Replacement Design-Build Project.

The complete solicitation is available online at <https://www.lccountymt.gov/Government/Grants-and-Procurement/Bids-and-Proposals-Current>. Questions related to this solicitation must be directed only to the designated point of contact for this solicitation: Audra Zacherl, Assistant Director of Public Works, azacherl@lccountymt.gov. A cone of silence is established for this solicitation which prohibits any respondent/offeror, 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.

A site tour will be held on June 2, 2026 at 11:00 AM MDT located at the Lewis and Clark County Courthouse, 228 East Broadway Street, Helena, MT 59601. Interested parties are encouraged to attend.

The deadline for SOQs/proposals 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 MDT on June 22, 2026. The sealed envelope containing the SOQ and proposal must be labeled, "Courthouse Elevator Design-Build SOQ & Proposal Enclosed." Late SOQs/proposals are not accepted.

The County reserves the right to reject any or all SOQs/proposals received, to waive informalities, to postpone the solicitation for a period not to exceed 60 days, and to accept the proposal that is in the best interest of the County. Respondents/offerors 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/proposals become the property of Lewis and Clark County. The County is not responsible for costs associated with preparing a submission.

Published in the Helena Independent Record on May 23 and May 30, 2026.

Solicitation Timeline

Publication of Notices	May 23 & May 30, 2026
Project Site Tour	June 2, 2026 @ 11:00 AM MDT
Questions Due	June 5, 2026
Responses to Questions Posted on County Website	No later than June 12, 2026
SOQ/Proposal Submittal Deadline	June 22, 2026 @ 4:00 PM MDT
SOQ Evaluation Meeting	No later than June 26, 2026
Proposal Preliminary Evaluation Meeting	No later than July 2, 2026
Interviews	No later than July 10, 2026
Final Evaluation Meeting/Notice of Intent to Award	No later than June 17, 2026

Statement of Purpose

The Lewis and Clark County Courthouse, located at 228 East Broadway Street, Helena is a 45,000 square foot historic granite stone building that has served as the County Courthouse since it was built in 1887. The building also served as the Montana Territorial and later State Capitol from 1887 - 1902 and housed both territorial/state offices along with county offices. Today, the Courthouse houses the County Attorney's Office, County Clerk of Court Office, two Justice Court courtrooms, and five District Court courtrooms.

Lewis and Clark County received a Montana Historic Preservation Grant to replace the existing four-stop elevator that services all courthouse floors, except the attic. In addition, the project will add a new small single-floor freight elevator to run alongside the main elevator shaft from the third floor to the attic to provide secondary access for maintenance purposes.

No changes are proposed to the building's exterior and interior improvements should be minor. To avoid impacts on historic interior surfaces, the proposed four-stop elevator upgrades will replace existing equipment within the current space. Modifications may be needed at the attic level to accommodate the lift platform. In all aspects of the project, efforts should be made to minimize impacts to historic space.

Scope of Services

The specific scope of services will be negotiated prior to signing the Contract. Generally, services are expected to include the following:

- Demolition and removal of existing elevator, components, and any hazardous materials;
- Design and replace the existing Courthouse elevator;
- Design and install a cargo elevator/dumb waiter between third floor and attic;
- Follow all applicable codes, regulations, and standards including the Secretary of Interior's Standards for the Treatment of Historic Properties and the related guidelines for rehabilitating a historic building;
- Analyze existing conditions and provide design solutions for improving accessibility, fire, life, safety, structural, water proofing, drainage, ventilation, noise reduction, and other conditions that may exist;

- Consider all elevator systems (e.g., traction, hydraulic, holeless hydraulic, machine-roomless, etcetera) and recommend best replacement system;
- Participation in all design, coordination, and building committee meetings;
- Work with the County on scheduling strategies to complete construction on schedule with the least impact to the public;
- Furnish a final construction cost estimate for the County's review and approval;
- Develop a firm construction schedule;
- If required, develop all subcontractor/supplier bid packages and perform all advertising and receipt of subcontractor and supplier bids; and
- Re-establish the fob and security surveillance system to how the elevator was previously configured with the capability to expand in the future with extra amenities.

Project Duration

The selected firm should expect the project to begin no later than July 2026 with a projected end date of December 2027.

Conduct of Solicitation

This solicitation is being conducted to establish an alternative project delivery contract, per Title 18, Chapter 2, Part 5 of Montana Code Annotated (MCA), with a qualified and experienced design-build firm. The solicitation requires the submission of both a Statement of Qualifications (SOQ) and a **separately sealed proposal**.

The County will first consider qualifications of respondents. Evaluation committee members will independently conduct preliminary scoring of all SOQs. No discussions of SOQs among committee members shall occur outside of the evaluation meeting.

The evaluation committee will meet to determine responsiveness, responsibility, and conduct final scoring of SOQs based on the evaluation criteria established in the solicitation and in alignment with Title 18, Chapter 8, Part 2 of MCA for the procurement of professional design services. During this meeting, the evaluation committee will discuss all aspects of the SOQs in order to reach a unified understanding of the criteria and corresponding responses. Individual preliminary scores may be changed by evaluators during this meeting.

Respondents will be ranked based on the average score of the evaluation committee. The committee shall vote to determine which respondents are most qualified. The most qualified respondents shall be shortlisted and have their proposals considered. Scores from evaluations of SOQs shall not carry over to proposal evaluations. All aspects of the proposals shall be unknown to the evaluation committee while scoring SOQs and determining the most qualified respondents.

The proposals of the most qualified respondents shall be evaluated by the committee. Evaluation committee members will independently conduct preliminary scoring of the proposals. No discussions of proposals among committee members shall occur outside of the evaluation meeting.

The evaluation committee will meet to determine responsiveness, responsibility, and conduct scoring of proposals based on the evaluation criteria established in the solicitation. During this meeting, the evaluation committee will discuss all aspects of the proposals in order to reach a unified understanding of the criteria and corresponding responses. Individual scores may be changed by evaluators during this meeting. Offerors will be ranked based on the average score of the evaluation committee. If needed, the committee shall vote to determine which offeror(s) should be invited to interview.

If interviews are conducted, the evaluation committee will meet to determine final scores of proposals. Preliminary evaluation scores may be changed based upon information provided by offerors during the interview process. The evaluation committee shall vote to determine Notice of Intent to Award.

The County may, at its discretion, contact the references provided by respondents/offerors in order to understand the nature of the projects and determine satisfactory completion.

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/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) and any Lewis and Clark County elected official, employee, or agent other than the designated point of contact for the solicitation. The designated point of contact for this solicitation is Audra Zacherl, Assistant Director of Public Works, azacherl@lccountymt.gov.

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.

In order to ensure a fair and objective evaluation of all SOQs/proposals, all questions regarding the solicitation must be submitted in writing via email to the designated point of contact on or before June 5, 2026. An addendum containing responses to questions received will be posted on the County's website at <https://www.lccountymt.gov/Government/Grants-and-Procurement/Bids-and-Proposals-Current> no later than June 12, 2026. It is the responsibility of each respondent/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 respondents/offerors contact any County staff member, agent, or elected official directly

regarding this solicitation. All communications regarding this solicitation shall be directed to the designated point of contact.

Respondents/offerors are solely responsible for all costs incurred in the preparation and submittal of SOQs/proposals.

Submittal Requirements

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 “Courthouse Elevator Design-Build SOQ Enclosed.” One copy of the SOQ must be marked “Original” and contain a cover letter signed by a representative of the respondent who is authorized to submit the SOQ.

SOQs shall be limited to 20 single-sided, 8.5” x 11” pages. Double-sided printing will be considered two single-sided pages. Minimum font size for all text shall be 12-point, excluding any graphs and tables. Cover letter, front and back covers, and section dividers are excluded from the page limit.

Separately sealed from the SOQ, offerors shall submit three (3) hard copies of the proposal and one (1) digital copy in PDF format on a flash drive in a sealed envelope clearly marked “Courthouse Elevator Design-Build Proposal Enclosed.” One copy of the proposal must be marked “Original” and contain a cover letter signed by a representative of the offeror who is authorized to submit the proposal.

Proposals shall be limited to five (5) single-sided, 8.5” x 11” pages. Double-sided printing will be considered two single-sided pages. Minimum font size for all text shall be 12-point, excluding any graphs and tables. Cover letter, front and back covers, and section dividers are excluded from the page limit.

Submit SOQs/proposals to:

Lewis and Clark County Commissioners
ATTN: Courthouse Elevator Replacement Design Build RFQ/RFP
316 N. Park Avenue, Room 345
Helena, MT 59623

SOQs/proposals must be received no later than 4:00 PM MDT on June 22, 2026, at the address listed above. SOQs/proposals received after the deadline shall not be accepted. Emailed or faxed SOQs/proposals shall not be accepted.

SOQ Content Requirements

The SOQ 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 solicitation. The SOQ shall include:

1. The respondent’s legal name, address, telephone number, and principal contact email address;
2. Location of the respondent’s main office and any branch locations in Montana;
3. Qualifications of professional personnel to be assigned to the project;
4. Evidence of the respondent’s current capacity and successful experience in performance of a design-build scope on similar projects (i.e., alternative delivery methodology, phase construction, and critical timeline) in an occupied public facility. Provide all pertinent contact information of the project owners familiar with the work provided on the project.
5. 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;
6. Present and projected workload;
7. Demonstrated ability to meet schedule and budget requirements;
8. Bonding capacity as detailed in criterion #8 of the SOQ Evaluation Criteria; and
9. Safety as detailed in criterion #9 of the SOQ Evaluation Criteria.

Proposal Content Requirements

The proposal should demonstrate the offerors capabilities to design and construct within a negotiated scope of services that provides project delivery at the best value. The proposal shall include:

1. Conceptual design and work proposal;
2. Construction sequence and schedule methodology; and
3. Fixed-price cost estimate.

SOQ Evaluation Criteria

SOQs will be evaluated and scored according to the following criteria:

Criteria	Points Possible
1. Qualifications. Respondent provides evidence of current capacity and expertise. Provide all pertinent contact information of the project owners familiar with the work provided on the project. Recent work and client satisfaction will factor into the evaluation process.	20 points
2. Related Experience on Similar Projects. SOQ indicates recent experience (within five years) exhibiting a breadth of complexity. SOQ demonstrates respondent’s understanding of the project, stakeholders, state funding requirements, historic properties, and environmental considerations. SOQ provides evidence of successful experience in performance of a design-build scope on similar projects (i.e., alternative delivery methodology, phase construction, and critical timeline) in an occupied public facility.	30 points
3. Methodology. 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.	20 points

<p>4. Capability to Meet Time and Project 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 and estimated completion date vs. actual completion date.</p>	<p>10 points</p>
<p>5. Present and Projected Workload. SOQ indicates respondent has the available resources to complete the project by the desired completion date.</p>	<p>10 points</p>
<p>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.</p>	<p>5 points</p>
<p>7. Location and Recent/Current Work for Lewis and Clark County or a Similar Local Government Agency. Location of firm’s office(s) including branch locations. Respondent provides references, including contact information, of local government clients in Montana.</p>	<p>5 points</p>
<p>8. Bonding Capacity. Provide proof of bonding capacity. Respondent must be capable of providing a 100% performance bond and 100% payment bonds for a project valued up to \$1 million single project and an aggregate bonding program larger than \$5 million in construction costs, as documented by a letter or binder from the Surety.</p> <p>In the last five (5) years, have you (for each “yes” response provide an explanation):</p> <ul style="list-style-type: none"> a. had a settled or pending claim against your payment or performance bond? b. had a contract terminated for default on a project? c. been assessed liquidated damages for late delivery of a project? d. taken legal action or dispute resolution proceedings against an Owner other than for an Owner’s failure to pay? 	<p>Pass/Fail</p>
<p>9. Safety.</p> <ul style="list-style-type: none"> a. Provide incidence rate, experience modification rate. An incidence rate greater than the latest average for non-residential building construction as established by the federal Bureau of Labor Statistics (BLS) for the prior year or an experience modification rating (EMR) greater than 1.0 may result in immediate disqualification on this item. b. Respondent may submit an explanation for EMR greater than those listed here for further consideration by the Owner. The Owner reserves the sole right to waive the pass/fail requirement if, in the Owner’s sole judgment, sufficient justification exists for any explanation provided. The Owner also reserves the right to request additional information and/or clarification on this item but is not obligated to do so prior to making its determination on whether or not to waive the requirement. 	<p>Pass/Fail</p>
<p>TOTAL</p>	<p>100 points</p>

Proposal Evaluation Criteria

Proposals will be evaluated and scored according to the following criteria:

Criteria	Points Possible
1. Conceptual Design. Offeror outlines a viable project framework, focusing on technical feasibility, functional and regulatory requirements, and clear problem and risk aspects with a design that meets needs, sustainable goals, and aligns with overall project strategy.	40 points
2. Construction Sequence and Schedule in an Occupied Public Facility. Offeror outlines a logical, realistic, and detailed construction sequence and schedule focusing on critical path and safety. Includes clear milestones, task dependencies, and durations while incorporating logistical constraints and subcontractor (if applicable) input to ensure feasibility.	35 points
3. Fixed-Price Cost Estimate. Offeror provides a fixed-price estimate which demonstrates knowledge of common cost estimating practices and is realistic, comprehensive, and provides the best value.	25 points
TOTAL	100 points max

Contractual Terms and Conditions

The selected offeror will provide a Design-Build contract for consideration by the County. Lewis and Clark County reserves the right to require the selected offeror 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.

Along with the bonding requirements, the selected offeror 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 offeror 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 the agreement 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 relevant federal and state statutes. Accordingly, Lewis and Clark County reserves the right to negotiate an agreement based on fair and reasonable compensation for the scope of services proposed, as well as the right to reject any and all proposals deemed unqualified, unsatisfactory, or inappropriate.

Standard Terms and Conditions

By submitting an SOQ/proposal to this solicitation, the Respondent/Offeror agrees to acceptance of the following Standard Terms and Conditions and any other provisions that are specific to this solicitation.

1. **Authority.** This solicitation is issued under the authority of the Lewis and Clark County Procurement Policy. The Request for Qualifications (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.

The Request for Proposal (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 Respondents/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 Notice of Intent to Award, SOQs/proposals may be held by Lewis and Clark County for a period not to exceed 60 days from the date of the receipt of SOQs/proposals for the purpose of reviewing SOQs/proposals and investigating the qualifications of the Respondents/Offerors.

3. **Public Inspection of SOQs/Proposals.** Except as otherwise stated in these terms and conditions, all information received in response to this RFQ/RFP 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/Offeror 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/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. Trade secrets contained in the proposal must be clearly marked and separate from materials that are open for public inspection. Respondents/Offerors 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/Offeror 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/Offerors 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/Offeror chooses to oppose. The Respondent/Offeror 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/Offeror 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/Offeror in writing of any open records request that is made, and the Respondent/Offeror will have three working days from receipt of the notice to notify the County in writing whether the Respondent/Offeror 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/Proposals as Responsive or Non-responsive.** All SOQs/proposals will be classified as either “responsive” or “non-responsive.” A SOQ/proposal is considered “responsive” if it conforms in all material respects to the requirements of the RFQ/RFP. A SOQ/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 RFQ/RFP.

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

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

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

8. Evaluation of SOQs/Proposals and Respondent/Offeror Interviews/Product Demonstration.

The remaining SOQs/proposals 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/Offeror.

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/Offeror to provide the product or services specified. The County reserves the right to reject any SOQ/proposal if the evidence obtained fails to satisfy the County that the Respondent/Offeror is properly qualified to perform the obligations of the contract. This includes the County’s ability to reject a SOQ/proposal based on negative references.

10. Respondent/Offeror Selection and Contract Execution. After an evaluation of the Respondent/Offeror, interviews, and/or product demonstrations, the evaluation committee will recommend a contract award, which the Procurement Officer will communicate to the Respondent/Offeror selected. If the Respondent/Offeror and the County cannot agree on the contract terms, the County may move to the next ranked Respondent/Offeror or cancel the solicitation. The work described in the solicitation may begin only after the contract is signed by all parties.

11. County’s Rights Reserved. Submission of a SOQ/proposal confers no rights upon any Respondent/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 SOQs/proposals at a later date.

The solicitation 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 solicitation;
- Reject any or all SOQs/proposals received in response to this solicitation;
- Waive any undesirable, inconsequential, or inconsistent provisions of this solicitation; 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/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.

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

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/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) 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/Offeror 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/Offeror 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/Offeror shall not discriminate during the term of the contract against a firearm entity or firearm trade association.

Public Works General Conditions

1. **Contractor Registration**. Respondents/Offerors shall be registered in order to be found responsive to this solicitation. Registration shall be per Montana Code Annotated 39-9-201. All subcontractors whose portion of the work is over \$2,500 will be required to submit proof of registration with the Department of Labor and Industry.
2. **Labor Requirements**. All employees employed and doing construction work on the Project will be paid wages at rates as may be required by the laws of the State of Montana in accordance with Montana Prevailing Wage Rates for Building Construction for the current year established by the Montana Department of Labor and Industry.

The Awardee must submit certified payrolls for all employees and employees of subcontractors performing construction tasks within one week of issuing each respective payroll. Certified payrolls must be numbered sequentially and submitted on a weekly basis whether or not work was performed. If no work was performed, the Contractor should note this on the payroll.

3. **Contractor's Gross Receipts Tax**. All contractors or subcontractors performing public construction work are required to pay or have withheld from earnings one percent (1%) of the gross contract price. This tax applies to public contracts of eighty thousand dollars (\$80,000) and above.
4. **Performance and Payment Bonds**. The Awardee shall furnish an approved Performance Bond and a Labor and Materials Payment Bond, each in the amount of one hundred percent (100%) of the contract amount.

5. **Insurance Requirements.** The Awardee agrees to 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 (\$2,000,000.00) aggregate. Awardee 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 prior to commencing Project. Lewis and Clark County must be listed as an additional insured on the general liability insurance certificate.
6. **Examination of Specifications and Site of Work.** Prospective Respondents/Offerors shall make a careful examination of the site of the Project, as to methods of providing ingress and egress to property, and methods of handling traffic during construction of the entire Project.

Respondents/Offerors, including both the General Contractor as well as Subcontractors are required, before submitting any SOQ/proposal, to read all of the solicitation, to visit the site of the work, to examine carefully the local conditions, to inform themselves of the difficulties to be encountered, and judge for themselves of the accessibility of the work, and all attending circumstances affecting the cost of the work, or time required to make an intelligent proposal.

No information given by the County or any officials thereof, other than that contained in the specifications, solicitation, and other documents, shall be binding upon the County.

Respondents/Offerors shall rely upon their own estimates, investigations, tests, and other data which are necessary for full and complete information upon which their response may be based. It is mutually agreed that submission of a response is evidence that the Respondents/Offerors has made the examinations, they will enter into the usual contract with the County.

7. **Standard of Care.** The standard of care for all professional engineering and related services performed or furnished by Awardee 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. Awardee makes no warranties, express or implied, under this solicitation or otherwise, in connection with Awardee's services.
8. **Technical Accuracy.** The County shall not be responsible for discovering deficiencies in the technical accuracy of Awardee's services. Awardee shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in County-furnished information.

9. Consultants. The Awardee may employ such sub-consultants as the Awardee deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by the County.

10. Reliance on Others. Subject to the standard of care set forth in Section 7, the Awardee 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.

11. Compliance with Laws and Regulations, and Policies and Procedures.

- a. The Awardee shall comply with applicable laws and regulations.
- b. The Awardee shall not be required to sign any documents, regardless of who requests, that would result in the Awardee having to certify, guarantee, or warrant the existence of conditions whose existence the Awardee cannot ascertain. The County agrees not to make resolution of any dispute with the Awardee or payment of any amount due to the Awardee in any way contingent upon the Awardee signing any such documents.
- c. While performing work under this solicitation, the Awardee's employees and representatives shall comply with the specific applicable requirements of the County's safety programs of which the Awardee has been informed in writing and follow all applicable OSHA regulations.

12. Errors and Omissions. The Awardee will perform all services in a professional manner as defined in Sections 7-11 above. The Awardee will hold harmless the County from any loss or damage resulting from the actions of Awardee. Awardee acknowledges that it will be liable to the County for any breach the Awardee causes to the contract resulting from this solicitation.