

Lewis and Clark County, Montana
Request for Proposals
Third-party Health Plan Claims Administration Services

Notice is hereby given that the Board of County Commissioners of Lewis and Clark County, Montana are soliciting competitive proposals from interested parties to provide claims administration services for its self-funded health benefit plan. Such services include, but are not limited to, claims processing, “value-added” services that assist the County in measuring the quality and cost of care provided to plan participants, plan analysis, and other administrative 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 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.

The deadline for 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 local time on February 18, 2025. The sealed envelope containing the proposal must be labeled, “Third-party Health Plan Claims Administration Services Proposal Enclosed.” Late proposals are not accepted.

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

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**LEWIS AND CLARK COUNTY, MONTANA
REQUEST FOR PROPOSALS
THIRD-PARTY HEALTH PLAN CLAIMS ADMINISTRATION SERVICES**

Statement of Purpose

Lewis and Clark County is seeking proposals to provide claims administration services for its self-funded health benefit plan. Such services include, but are not limited to, claims processing, “value-added” services that assist the County in measuring the quality and cost of care provided to plan participants, plan analysis, and other administrative services.

Conduct of Solicitation

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 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 Casey Hayes, Purchasing Officer, chayes@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 proposals, all questions regarding the RFP must be submitted in writing via email to the designated point of contact on or before **January 31, 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 **February 7, 2025**. It is the responsibility of each offeror to check the website if it is interested in the questions received and the respective responses provided by the County. Under no circumstances may offerors contact any County staff member, agent, or elected official directly. All communications regarding this RFP shall be directed to the designated point of contact.

Proposal Submittal

Offerors shall submit five (5) hard copies of the proposal and one (1) digital copy in PDF format on a flash drive in a sealed envelope clearly marked Third-party Health Plan Claims Administration Services RFP. Minimum font size for all text shall be 12-point. Offerors are solely responsible for all costs incurred in the preparation and submittal of a proposal.

Submit proposals to:

Lewis and Clark County Commissioners
ATTN: Third-party Health Plan Claims Administration Services RFP
316 N. Park Avenue, Room 345
Helena, MT 59623

Proposals must be received no later than 4:00 PM local time on **February 18, 2025**, at the address listed above. Proposals received after the deadline shall not be accepted. This solicitation is being offered in accordance with federal and state statutes governing procurement of professional services. Accordingly, Lewis and Clark County reserves the right to reject any and all proposals deemed unqualified, unsatisfactory, or inappropriate.

RFP Timeline

Publication of Notices	January 18 and January 25, 2025
Questions Due	No later than January 31, 2025
Responses to Questions Posted on County Website	No later than February 7, 2025
Proposal Submittal Deadline	February 18, 2025 at 4:00 PM MST
Proposal Evaluation Meeting	No later than February 28, 2025
Interviews (optional)	No later than March 7, 2025
Notice of Intent to Award	No later than March 14, 2025

General Information

The Lewis and Clark County Employee Benefit Plan has a Traditional Plan option and a High Deductible Health Plan (HDHP) option. Each plan option includes medical, prescription, dental, vision and life insurance coverage. When an employee enrolls, there is an option to decline coverage for dental and vision benefits, but there is no cost savings to the enrollee by waiving either coverage. Part-time employees are responsible for a pro-rated portion of the employer contribution plus the employee contribution when they enroll. Employees can reduce their portion of the contribution for the Traditional option by participating in the annual wellness screening process. The premium for spouses and dependents are the full responsibility of the participant. As of July 1, 2024 there were 541 active employees, 5 retirees, 3 COBRA employees, 98 spouses, and 324 dependents enrolled in the plan for a total of 942 lives. A breakdown of the employee/employer responsibility of the monthly premium contribution for each of the options follows:

Traditional Option		HDHP Option	
Full Contribution:	\$1,025	Full Contribution:	\$875
Employer:	\$975	Employer:	\$700
Employee:	\$50	Employee:	\$0
Spouse:	\$400	Spouse:	\$200
Dependent:	\$80	Dependent:	\$40

Benefit coverage is the same for both plans; the main difference is the PPO deductible and out-of-pocket maximums. Please refer to the Lewis and Clark County Employee Health Benefit Summary Plan Description included for benefit specifics.

PureView Preferred Clinic Benefit: PureView Health Center is Federally Qualified Health Center (FQHC) that provides comprehensive, integrated care. Anyone enrolled in Lewis and Clark County’s Health Benefits Traditional Plan can receive medical or mental health services with no copay or no coinsurance. Members enrolled in the HDHP option can receive care as well, but are responsible for billed services until the annual deductible is met. Plan Administrator must be able to process claims for a no pay provider and be able to provide summary claims information to the County on preferred clinic costs.

Lewis and Clark County currently provides self-funded health plan coverage. Current vendors include:

- Current TPA Claim Adjudication: Allegiance
- Medical Provider Network: Allegiance, CIGNA
- Prescription Benefit Manager: Navitus
- Out of State Medical Claims: Allegiance
- Telehealth Provider: Recuro
- Stoploss Carrier: HCC Life Insurance Company \$160,000 ISL, \$300,000 Aggregating Specific, 125% ASL

All costs should assume a July 1, 2025 start date. The following exhibits are included:

- Exhibit A – Summary Plan Description and Amendments #1, #2, and #3
- Exhibit B – Paid Claims and Enrollment by Month
- Exhibit C – Census
- Exhibit D – Paid Claims Data Sample for Pricing
- Exhibit E – Top Providers List
- Exhibit F – Top 25 CPT Codes

Lewis and Clark County has contracted with Turner Consulting to provide actuarial services in order to ensure a competitive, high-quality, self-funded program while effectively managing

costs. Turner Consulting will be providing guidance and analysis to Lewis and Clark County in evaluating offers, to include pricing and cost estimates, but will not be scoring any proposals.

Scope of Services

The requested services for this contract include:

- Medical, Rx, dental, and vision claim adjudication
- Network access
- Utilization management
- COBRA/HIPAA administration
- Stoploss coverage

Fees should be net of commissions/consulting fees.

Project Duration

The selected offeror should expect the duration of the contract to be one year with rate caps on renewals in years two and three, with the exception of stoploss rates, and periods for renewal not to exceed a total contract term of seven years.

Proposal Content Requirements

In order to be deemed responsive, proposals shall provide responses to each of the following items:

Account Management

1. Background Information
 - a. Name, address, phone number and fax number of firm.
 - b. How long has this firm been in business?
 - c. Provide the name, title, experience and qualifications of each person in the firm who would be responsible for the County's Plan.
2. Describe your company's organization, philosophy, management.
3. Provide a brief history of your firm's specific expertise in third party health plan administration, risk management, legal compliance and employee benefits.
4. Please provide your financial ratings history as determined by Moody's, A.M. Best, and Standard & Poor's. Also include any downgrade occurring over the past three years and the reason you were downgraded.
5. Describe any pending legal actions against your firm that would have an impact on administration of the County's plan?
6. Describe what differentiates your firm from other third party administrators?
7. List all individuals who will be responsible for serving this client and briefly describe their experience, their responsibilities and reporting relationships.

8. Identify standard and non-standard reports offered and any applicable charges. What is the frequency of each report? Specifically monthly paid claim summaries, large claim detail reports, and claim lag (incurred vs. paid) reports?
9. Please confirm you will offer a 120-day renewal notification for all coverages quoted.
10. Please confirm you will offer a 30-day termination window for our client but a 120-day termination window for your organization—this allows our client sufficient time to find a replacement vendor in the event of unilateral termination. Please confirm your agreement for all coverages quoted.
11. Please provide a sample contract with your quotation for our review.
12. Please provide a sample of your proposed performance guarantee and the metrics that are measured.
13. How do you secure both employee and benefit staff data?
14. Do you anticipate any change in ownership with your company or your vendor partners in the next 24 months?
15. Describe the standard process for handling questions and concerns from your clients HR/benefits staff.
16. Confirm that the County will have the right to audit, either directly or through its authorized agent(s), plan's compliance and financial condition.
17. Confirm that your firm can complete or assist in completing any forms required by state or federal regulatory agencies or taxing authorities, including but not limited to providing necessary claims information, financial or accounting information, or census data.
18. Confirm that your firm will provide the plan with arrangements to protect the County, its affiliates and Plan beneficiaries from incurring liability for payment of any fees which are the Plan's legal obligation.
19. Confirm that the Plan, to the extent applicable, is and will remain duly licensed and in full compliance with all state statutory and administrative requirements, and that your company will notify the County of any action or proceeding which could affect the Plan's state licensing within thirty (30) days of the initiation of such action or proceeding.
20. Please confirm that contracting with your company would not preclude the County from contracting with another independent company for any one of or all of the following services:
 - a. Pharmaceutical Benefits Manager (PBM)
 - b. Mental Healthcare Insurer or Network
 - c. Direct contracts with Providers either on a Single Case Agreement or bundling arrangements, etc.
 - d. Chronic Disease Care Management
 - e. Maternity Management
 - f. Chronic disease or acute care center
 - g. Dialysis Program
 - h. Group Life and Voluntary Life Insurance
 - i. Telehealth services
 - j. Health Savings Account Administration

21. Please confirm that the County may elect to purchase its excess loss insurance independently and note any changes in claim processing services that would result from this election.
Does your firm offer immediate accommodation of stop loss and if so, what would be the cost, if any?
22. Describe your firm's philosophy, experience and ability to provide case management in the areas of chronic disease, maternity, complex case, surgical and behavioral health.
23. Confirm that the County will "own" and be able to access its claims data and request that data be sent to a data warehouse. Please confirm your firm's ability to do this inclusive of your quoted fees.
24. Dental/Vision – describe your ability to administer dental and vision claims within the plan and not through an outsourced vendor.
25. Describe the banking arrangements with your organization

Implementation

1. Will your company administer the current medical and Rx plans as described?
2. Fully describe the implementation schedule and/or timetable.
3. By what date would you guarantee claim system loading and testing would be complete?
4. By what date do you require enrollment and eligibility data to be transmitted in order to guarantee that ID cards will be received by employees before the effective date?

Service Capabilities

1. Please comment on your firm's approach to the following:
 - a. Plan Review and Analysis
 - b. Claim Management
 - c. Employee Education
 - d. Service Delivery Standards and Commitment
2. Performance Guarantees
Detail your ability to monitor regulatory and legislative developments at both the state and federal level and explain how this information will be communicated to Lewis and Clark County.
3. Please confirm that your firm has ability to provide all Federal and State Notices and what are the associated fees, if any.
4. Describe your firm's approach to required annual notices.
5. Describe your firm's approach to compliance with new health regulations.
6. Please confirm that your firm has ability to administer COBRA and provide required HIPAA notices.
7. Describe your COBRA administration capabilities.
8. Can you provide Health Savings Account administration services? Please provide the vendor that would perform these services.
9. Will you provide HIPAA certifications as a standard business practice for this client?

10. Describe your wellness program capabilities. Specifically, do you provide Health Risk Assessment services, biometric screening, online health management programs, etcetera?
11. Discuss in detail the nature of these and other wellness program services, including fees.
12. Describe the ability of your firm to provide marketing and educational materials to plan members at the employer's request. Please provide examples of educational materials you have developed. Please indicate the additional charge, if any, for these materials.
13. Will you agree to write all insured plan documents, including SPDs/SBCs?
14. Describe your organization's on-line capabilities (e.g., eligibility administration, provider access, reporting, claim adjudication, etc.).
15. In the event of termination of your services, will you continue to provide all services performed prior to termination during the 12 month runout period, including claim adjudication and monthly claim reporting? What type of reports will we receive for runout claim data?
16. In the event of termination, will your organization provide two claim files—one upon termination and a second at the completion of runout claims? Please specify any additional costs for these services.

Claim Adjudication

1. Describe your claim payment system—name, how developed, features, etc.
2. What are your firm's current customer service hours of operation?
3. How many processors/CSRs will be assigned to handle this client's claims/phone calls?
4. How will processors/CSRs be trained on this client's account and benefit plan design?
5. Please address the following questions. If yes, provide details on how each is handled:
 - a. Will there be a dedicated account manager
 - b. Will you provide compliance and legal resources
 - c. Will there be a dedicated service team located in Montana
6. What testing and audit procedures occur during implementation to test the final plan and claim system prior to the effective date? What is the timeframe for this testing (e.g., 90 days prior to the effective date)? Are the results of the testing made available to the client for review?
7. What trigger points prompt your firm to conduct a hospital claim audit? Who will perform the audit? Is this included in your fee?
8. At what R&C percentiles will your organization process this client's claims? What other options are possible?
9. How often does your firm run claim payment batches? Summarize your standard claim payment process (i.e. payment options for clients, payment methods to providers, reports supplied to client).
10. Describe the ability of your claims processing system to apply deductible and out-of-pocket credits to members and enrolled dependents earned from wellness screening participation. Is there a cost associated with administering this benefit?

Network Access

1. Identify and describe your PPO network, including history, contracting arrangements, credentialing, reimbursement system, incentives, etcetera.
2. Provide a GeoAccess report and provider disruption analysis.
3. Describe your firm's access to provider networks and disclose the average discount for same. Please provide your fee schedule for the top 25 cpt codes enclosed. In addition, please reprice the attached 100 inpatient and outpatient hospital claims and professional claims according to your current reimbursement contracts.
4. Identify key hospitals and physicians through a provider disruption analysis that are not part of your proposed network that are included in the current network.

PBM

1. Does your firm outsource pharmacy benefit administration? If so, please identify the name of the PBM that your organization uses. What are the criteria your firm uses to choose a Prescription Benefit Manager? Are there any fees your firm charges or incorporates with the PBM fee either as an additional claim cost or as part of your admin fee? If applicable, are 100% of the rebates passed on to L&C County? If the County decides to use a PBM other than your firms, does this affect your admin fees in any way? If so, please provide specifics for any charges that you assess.
2. What differentiates your preferred PBM from other PBMs?
3. Describe your preferred PBM's strategy for managing pharmaceutical costs.
4. Are your retail and mail order networks solely owned and operated by your organization?
5. Describe your retail pharmacy network.
6. How many pharmacies will be in the broad network that will be utilized for our client business? Are any major chains excluded?
7. Describe your rebate program. What is your strategy on rebates? How does this reflect our client's best interests?
8. How are rebates calculated for the client and reported? How often are rebate payments made to clients?
9. Will you disclose and pass through 100% of all revenues received from pharmaceutical manufacturers or rebate aggregators (directly or indirectly)? If not 100%, how can we be sure you will act in the client's best interest?
10. Describe the development of your current formulary including the composition of the committee used in its development, the process and frequency for reviewing drugs for addition/deletion to the formulary, how many drugs were added/deleted to your formulary last year, and how you communicate your formulary list and formulary updates to prescribers, pharmacists, and members? What is the frequency of changes in the formulary? Do you assume the costs for printing and distributing formularies?
11. What kind of cost management programs do you offer that have been successful in saving money for your clients?
12. Specifically, how will you help manage costs for new, high-dollar drugs?
13. What is the name and where is the location of your mail order facility? Do you own this facility? Please provide details.
14. How do you maximize savings from mail service?

15. What source do you use to determine Average Wholesale Price? How frequently is your system updated?
16. Do you retain any spread between payments made to network pharmacies and what the client is ultimately charged for each claim?

References

1. Describe your experience working with public entities? What services do you provide?
2. List three current references we may contact. Identify company name, services provided, number of plan members, length of time as client, contact information.
3. Has your firm lost any accounts of similar size or nature in the last five years? If so, please identify the company.
4. Indicate the number of single employer clients serviced by your organization for the proposed coverages:
 - a. 200-500 employees
 - b. 500-1,000 employees
 - c. 1,000-5,000 employees
 - d. 5,000 or more employees

Fees

1. Besides the cost summary for services specifically outlined below, are there any additional fees, one-time or re-occurring, for your services?

Cost Summary

1. Duration of contracts should be a minimum of 1 year with rate caps on renewals for year 2 and 3.
 - 1.1 Please indicate length of initial contract and rate guarantees for 2nd, and/or 3rd years.
2. Indicate pricing for the following services and whether they are on a PEPM basis or Per Occurrence basis.
 - 2.1 Administrative services
 - 2.2 Medical network access fees
 - 2.3 Utilization management
 - 2.4 Disease management
 - 2.5 Maternity management
 - 2.6 HIPAA services (if included)
 - 2.7 COBRA services
 - 2.8 ACA reporting
 - 2.9 HSA Administration
 - 2.10 Any additional fees that are not disclosed in the above services
3. Indicate pricing for the following setup costs and whether they are on a PEPM basis or Per Occurrence Medical basis.
 - 3.1 Eligibility
 - 3.2 Initial ID card setup and mailing

- 3.2.1 How many cards are provided initially?
- 3.3 Creation, maintaining, and printing of plan documents
- 4. Indicate pricing for the following additional costs and whether they are on a PEPM Medical basis or Per Occurrence Medical basis.
 - 4.1 Claims Run-In
 - 4.2 Claims Run-Out
 - 4.3 Employee enrollment meetings
 - 4.4 Additional ID cards requested by employees
 - 4.5 On-line services for employer & broker
 - 4.6 Special (advanced) reporting
- 5. Lewis & Clark County utilizes a variety of outside vendors in which a claims data extract will need to be supplied by you on a monthly basis.
 - 5.1 Please confirm that you will provide this data.
 - 5.2 What are the fees associated with the set up and ongoing transmission of data per vendor?
- 6. In addition to your proposed fees, please provide performance guarantees.
 - 6.1 In addition to your standard guarantees, will you agree to subjective performance-based administrative fees RFP based upon overall satisfaction of implementation? Ongoing service and administration? If so, what amount are you willing to put at risk?
- 7. Provide firm pricing for stoploss coverage at the current deductible levels.

Evaluation Criteria

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

Criteria	Points Possible
Mandatory Requirements: <ul style="list-style-type: none"> • TPA Qualifications • HIPAA Compliance • Administration of County’s current programs 	Pass/Fail
Capabilities/Industry Experience. Proposal demonstrates offeror has proven capabilities to manage the scope of services and sufficient experience to provide adequate references. Ability to effectively implement prior to July 1, 2025.	40 Points
Account Management/Reporting. Proposal demonstrates offeror has experienced staff to support our account with focus on quality customer service; and, offers standard report packaging, with flexibility, for informed decision-making.	40 Points
Network Access. GeoAccess and disruption analysis demonstrates there will be minimal disruption.	40 Points

Network Pricing/Claim Costs. This will be based on the results of the claims repricing analysis.	40 Points
Pharmacy Program. Proposal demonstrates proven capabilities to manage our pharmacy benefit and that a cost-benefit analysis is favorable to the Plan.	20 Points
Administrative Fee Pricing. Responses will be evaluated on cost.	10 Points
Stoploss Insurance Pricing. Responses will be evaluated on cost.	10 Points
TOTAL	200 points max

After the completion of independent evaluations, proposals will be evaluated by the committee as a whole and ranked based on their average score. Should an offeror fail on any of the Mandatory Requirements, the proposal will be eliminated from consideration and not scored.

After a preliminary evaluation of all proposals by the committee and prior to the determination of intent to award, selected offerors may be required to attend interviews and make oral presentations in person at the City-County Building, 316 North Park Avenue, Helena, Montana so as to clarify their proposal or to further define their offer. Offerors are solely responsible for all costs incurred related to interviews and oral presentations. Preliminary evaluation scores may be changed based upon information provided by offerors during the interview process.

Contractual Terms and Conditions

Upon Notice of Intent to Award, Lewis and Clark County will negotiate an agreement with the selected offeror subject to considerations, legal analysis, and authorization. Lewis and Clark County reserves the right to require the selected offeror to execute such further documents, certifications, 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.

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

This solicitation is being offered in accordance with federal and state statutes governing procurement of professional services. Accordingly, Lewis and Clark County reserves the right to

negotiate an agreement based on fair and reasonable compensation for the scope of work and services proposed, as well as the right to reject any and all proposals deemed unqualified, unsatisfactory, or inappropriate.

End of Request for Proposals

LEWIS AND CLARK COUNTY REQUEST FOR PROPOSALS STANDARD TERMS AND CONDITIONS

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

- 1. Authority.** This Request for Proposals (RFP) is issued under the authority of the Lewis and Clark County Purchasing Policy. The RFP process is a procurement option which allows the award to be based on evaluation criteria in addition to cost. The relative importance of all evaluation criteria is found herein and only the evaluation criteria outlined in the RFP will be used. Lewis and Clark County (herein, the "County") reserves the right to accept or reject any or all proposals, wholly or in part, and to make awards in any manner deemed in the best interest of the County.
- 2. Competition.** Lewis and Clark County encourages free and open competition among Offerors to obtain quality, cost-effective services and products. Whenever possible, specifications, invitations, and conditions are designed to accomplish this objective, consistent with the necessity to satisfy the County's needs and accomplishment of a sound economical operation.

The Offeror's submission of a proposal guarantees that the prices quoted have been established without collusion with other eligible Offerors and without effort to preclude Lewis and Clark County from obtaining the lowest possible competitive price.

Prior to the award of the contract, proposals may be held by Lewis and Clark County for a period not to exceed 60 days from the date of the opening of proposals for the purpose of reviewing proposals and investigating the qualifications of the Offerors.

- 3. Public Inspection of Proposals.** Except as otherwise stated in these terms and conditions, all information received in response to this 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 an 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 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. 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 an 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. 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 Offeror chooses to oppose. The 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 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 Offeror in writing of any open records request that is made, and the Offeror will have three working days from receipt of the notice to notify the County in writing whether the 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 Proposals as Responsive or Non-responsive.** All proposals will be classified as either “responsive” or “non-responsive.” A proposal is considered “responsive” if it conforms in all material respects to the requirements of the RFP. A proposal may be found non-responsive if:
- Required information is not provided;
 - The cost proposal is excessive or inadequate as measured by criteria stated in the RFP;
 - The proposal does not conform to the specifications described and required in the RFP.

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

7. **Determination of Offeror Responsibility.** The purchasing officer and/or the evaluation committee will decide whether an Offeror has met the standards of responsibility based on the requirements of the RFP. Factors used to determine the responsibility may include whether the Offeror has:
- The appropriate financial, material, equipment, or human resources to meet all contractual requirements;
 - A satisfactory record of integrity;
 - The legal ability to contract with the County;
 - Provided all information requested for use in the determination of responsibility; and
 - A satisfactory record of past performance.

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

8. **Evaluation of Proposals and Offeror Interviews/Product Demonstration.** The remaining 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 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 Offeror to provide the product or services specified. The County reserves the right to reject any proposal if the evidence obtained fails to satisfy the County that the Offeror is properly qualified to perform the obligations of the contract. This includes the County's ability to reject a proposal based on negative references.
10. **Offeror Selection and Contract Execution.** After an evaluation of the Offeror, interviews, and/or product demonstrations, the evaluation committee will recommend a contract award, which the purchasing officer will communicate to the Offeror selected. If the Offeror and the County cannot agree on the contract terms, the County may move to the next ranked Offeror or cancel the RFP. The work described in the RFP may begin only after the contract is signed by all parties.
11. **County’s Rights Reserved.** Submission of a proposal confers no rights upon any Offeror and shall not obligate the County in any manner whatsoever. Lewis and Clark County reserves the right to make no award and to solicit additional proposals at a later date.

The RFP in no way constitutes a commitment by the County to award and execute a contract. If such actions are deemed in its best interests, the County, in its sole discretion, reserves the right to:

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

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

- Employment upgrading;

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

Offerors and the awardee shall comply with all federal, state, and local laws, rules and regulations. Offerors and the awardee and any of the Offerors' and the awardee's sub-grantees, contractors, subcontractors, successors, transferees, and assignees shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract or agreement.

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

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

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.

**LEWIS AND CLARK COUNTY
AFFIDAVIT FOR TRADE SECRET CONFIDENTIALITY**

STATE OF _____)
)ss.
County of _____)

_____ (Affiant), being first duly sworn under oath, and representing
_____ (hereafter "Vendor"), hereby deposes and says that:

1. I am an attorney licensed to practice in the State of _____, representing the Vendor referenced in this matter, and have full authority from the Vendor to submit this affidavit and accept the responsibilities stated herein.
2. I am aware that the Vendor is submitting a bid or proposal to Lewis and Clark County ("County") for the solicitation entitled _____. Public agencies in Montana are required by Montana law to permit the public to examine documents that are kept or maintained by the public agencies, other than those legitimately meeting the provisions of Montana's Uniform Trade Secrets Act, Mont. Code Ann. §§ 30-14-401, *et seq.*, and that the County is required to review claims of trade secret confidentiality.
3. I have read and am familiar with the provisions of Montana's Uniform Trade Secrets Act, am familiar with the case law interpreting it, and understand that all information received in response to this solicitation will be available for public examination except for trade secrets meeting the requirements of the Act;
4. I am aware that in order for the Vendor to claim trade secret confidential material, this affidavit must be fully completed and submitted to the County, and the following conditions must be met by the Vendor:
 - a. information to be withheld under a claim of trade secret confidentiality must be clearly marked and separated from the rest of the bid/proposal;
 - b. the bid/proposal may not contain trade secret matter in the cost or price; and
 - c. the Vendor's explanation of the validity of this trade secret claim is attached to this affidavit.
5. I and the Vendor accept that, should the County determine that the explanation is incomplete, inadequate or invalid, the submitted materials will be treated as any other document in the agency's possession, insofar as its examination as a public record is concerned. I and the Vendor are solely responsible for the adequacy and sufficiency of the explanation. Once a bid/proposal is opened, its contents cannot be returned to the Vendor if the Vendor disagrees with the County's determination of the issue of trade secret confidentiality.
6. I, on behalf of the Vendor, warrant that the Vendor will be solely responsible for all legal costs and fees associated with any defense by the County of the Vendor's claim for trade secret protection in the event of an open records request from another party which the Vendor chooses to oppose. The Vendor 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 Vendor will immediately withdraw its opposition to the open records request and permit the County to release the documents for examination. The County will inform the Vendor in writing of any open records request that is made, and the Vendor will have three working days from receipt of the notice to notify the County in

writing whether the Vendor opposes the request or not. Failure to provide that notice in writing will waive the claim of trade secret confidentiality, and allow the County to treat the documents as a public record.

Documents that, in the opinion of the County, do not meet all the requirements of the above will be available for public inspection, including any copyrighted materials.

Affiant's Signature

Signed and sworn to before me on _____ (date) by

(Affiant's name).

Notary Public for the State of _____

My Commission Expires: _____

(notary seal)

Vendor's Point of Contact:

Name: _____

Address: _____

Phone: _____

Email: _____



Lewis and Clark County Grants and Purchasing Department

Nondiscrimination Against Firearms Entities/Trade Associations.

The contractor shall not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, and the Contractor shall not discriminate during the term of the contract against a firearm entity or firearm trade association. This section shall be construed in accordance with HB 356, Ch. 193, Mont. L. 2023.

Verification of Nondiscrimination Against Firearms Entities/Trade Associations.

1. By selecting 'Yes,' the Contractor certifies and affirms:
 - a. Contractor does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association during the term of this contract; and
 - b. Contractor will not discriminate against a firearm entity or firearm trade association during the term of this contract.
2. By selecting 'No,' the Contractor certifies and affirms that the Contractor is unable to make both of the certifications in part 1, during the anticipated term of the contract.

The contractor's certification is made in compliance with and in reference to HB 356, Ch. 193, Mont. L. 2023 (HB 356) and the terms defined therein. If the Contractor determines the provisions of HB 356 do not apply to the contract, the Contractor shall submit a statement setting forth in detail the basis for such determination.

Yes. I confirm that we do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association.

No. I cannot confirm.

Signature

Date

Print Name and Title of Person Signing Above

Print Name of Organization