

**LEWIS AND CLARK COUNTY, MONTANA  
REQUEST FOR QUALIFICATIONS  
ARCHITECTURAL, GRANT, & CONSTRUCTION MANAGEMENT SERVICES  
FOR LINCOLN PUBLIC SAFETY AND EMERGENCY OPERATIONS CENTER**

Notice is hereby given that the Board of County Commissioners of Lewis and Clark County, Montana is soliciting Statements of Qualifications (SOQs) from qualified architectural firms for the completion of Phase I of the proposed project to include a preliminary architectural report (PAR) and grant application for submission to the Montana Department of Commerce's Community Development Block Grant (CDBG) Public and Community Facilities grant program. Phase II services as described in the solicitation are contingent upon securing necessary funding.

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: Casey Hayes, Procurement Officer, [chayes@lccountymt.gov](mailto: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.

A site tour will be held on Tuesday, February 3, 2026, at 12:00 PM MST located at 106 Stemple Pass Road in Lincoln, MT. Interested respondents are encouraged to attend.

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 MST on February 24, 2026. The sealed envelope containing the SOQ must be labeled, "Lincoln Public Safety and Emergency Operations Center PAR SOQ Enclosed." Late SOQs are not accepted.

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.

Consistent with Section 3 of the Housing and Community Development Act of 1968, CDBG regulations governing the grant require that, to the greatest extent feasible, opportunities for training and employment arising in connection with this CDBG-assisted project will be extended to local lower-income residents. Further, to the greatest extent feasible, businesses located in or substantially owned by residents of the project area will be utilized. Disadvantaged business enterprises (DBE), small business enterprises (SBE), minority business enterprises (MBE), women business enterprises (WBE), and veteran businesses enterprises (VBE) are encouraged to participate in this 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 January 24 and January 31, 2026.

**Solicitation Timeline**

Publication of Notices	January 24 & 31, 2026
Site Tour	February 3, 2026 @ 12:00 PM MST
Questions Due	February 10, 2026
Responses to Questions Posted on County Website	No later than February 17, 2026
SOQ Submittal Deadline	February 24, 2026 @ 4:00 PM MST
Preliminary Evaluation Meeting	No later than March 4, 2026
Interviews	No later than March 11, 2026
Final Evaluation Meeting/Notice of Intent to Award	No later than March 18, 2026

**Statement of Purpose**

Lincoln, Montana, is a rural, unincorporated community in Lewis and Clark County that is served by dedicated volunteer emergency services – fire, search and rescue, and ambulance – and a small Sheriff’s Office satellite office. Each of these emergency providers have experienced increased responses year after year with more seasonal residents and visitors coming to the area. The facilities housing these services, however, are outdated and inadequate to meet current responder needs.

To best meet the needs of the Lincoln community, a centralized Public Safety and Emergency Operations Center to house all emergency services is desired. The proposed site for this facility is the Lincoln Rural Fire District’s existing property located at 106 and 114 Stemple Pass Road. There are currently two buildings serving as fire stations on the property along with a high-volume water filling station.

Lewis and Clark County recently received a federal Community Development Block Grant (CDBG) Planning award in the amount of \$50,000 from the Montana Department of Commerce to support Phase I services as described below. Phase I services may be negotiated to a maximum of \$62,500.

Following completion of Phase I, the selected architectural firm may be asked, at the discretion of Lewis and Clark County or the responsible project owner, to provide one or more of the anticipated Phase II services as described below. The execution of Phase II is entirely dependent on securing adequate funding for final design and construction implementation.

**Scope of Services**

**Phase I:**

1. Complete a Preliminary Architectural Report (PAR) in accordance with CDBG PAR requirements available at: <https://commerce.mt.gov/Infrastructure-Planning/Community-Planning-Platform/Planning-Documents-And-Guidance/Technical-Document-Guidelines>
2. Present the final PAR in a public meeting in Lincoln. This meeting may be conducted in conjunction with the required second public hearing required for the CDBG Public and Community Facilities application, if scheduling allows.
3. Final CDBG Public and Community Facilities grant application in electronic format (MS Word and PDF) based on the completed PAR and in accordance with the most current CDBG Application Guidelines available at: <https://comdev.mt.gov/Programs-and-Boards/Community-Development-Block-Grant-Program/Public-and-Community-Facilities>

The PAR must be prepared by a professional architect licensed to practice in the State of Montana. Grant writing services may be provided by a qualified subconsultant of the firm providing architectural services but must be included in the SOQ.

**Phase II (anticipated and contingent on funding):**

1. Final design;
2. Construction planning;
3. Assistance in selection of a General Contractor;
4. Construction management as Owner’s Representative, including administration of federal and state labor standards;
5. Grant management; and
6. Other related services.

**Project Duration**

The selected respondent should expect completion of Phase I services by September 15, 2026. Phase II is anticipated from January 2027 through December 2030, contingent upon secured funding.

**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 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 designated point of contact for this solicitation is Casey Hayes, Procurement Officer, [chayes@lccountymt.gov](mailto: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 SOQs, all questions regarding the RFQ must be submitted in writing via email to the designated point of contact on or before February 10, 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 February 17, 2026. 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 regarding this solicitation. All communications regarding this RFQ shall be directed to the designated point of contact.

Upon receipt of SOQs, evaluation committee members will independently conduct reviews of all submissions. The evaluation committee will meet to determine responsiveness, responsibility, qualifications, and conduct preliminary evaluations of SOQs based on the evaluation criteria established in the solicitation.

The County intends to interview the respondents deemed most qualified after preliminary evaluation. After interviews are conducted, the evaluation committee will meet to determine final scores. Preliminary evaluation scores may be changed based upon information provided by respondents during the interview process.

Respondents will be ranked based upon the final average scores of the committee. The highest scoring respondent shall enter into contract negotiations with the County. Contract negotiations shall be conducted in accordance with 18-8-205, MCA.

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

### **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 "Lincoln Emergency Operations Center PAR 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 pages. Double-sided printing will be considered two single-sided pages. Corporate brochures, resumes, cover letter, and any proposed contract changes are excluded from the page limit. Minimum font size for all text shall be 12-point, excluding any graphs and tables. Respondents are solely responsible for all costs incurred in the preparation and submittal of a SOQ.

Submit SOQs to:

Lewis and Clark County Commissioners  
ATTN: Lincoln Emergency Operations Center PAR SOQ  
316 N. Park Avenue, Room 345  
Helena, MT 59623

SOQs must be received no later than 4:00 PM MST on Tuesday, February 24, 2026, at the address listed above. SOQs received after the deadline shall not be accepted. Emailed or faxed SOQs will not be accepted. 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.

**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 RFQ. 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. A statement of the respondent’s experience in creating a Preliminary Architectural Report and CDBG-Public and Community Facilities grant application;
4. Qualifications of the key staff to be assigned to the project;
5. A comprehensive description of the methodology 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 of respondent; and
7. References for the respondent and any subconsultants to include brief project descriptions for at least three (3) clients (e.g., Lewis and Clark County, a similar local government agency) with whom the respondent or any subconsultants have worked with in the past five (5) 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, original project budget, final cost of the project, estimated completion date, and actual completion date.

**Evaluation Criteria**

SOQs will be evaluated and scored according to the following 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 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 demonstrates respondent’s understanding of the project, stakeholders, federal funding requirements, historic properties, and environmental considerations.	20 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
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.	10 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.	5 points
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. 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
<b>TOTAL</b>	<b>100 points</b>

**Contractual Terms and Conditions**

The selected respondent agrees to accept and execute the County's professional services contract, included herein. Any proposed changes to the terms and conditions of the professional services contract must be contained within the submission of the "Original" copy of the SOQ in order to be considered. 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 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 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.

### **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 Procurement 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 Procurement 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 Procurement 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**

These specific terms and conditions are aligned with the federal assistance provided to Lewis and Clark County by the U.S. Housing and Urban Development through the Montana Department of Commerce under the Assistance Program for the Community Development Block Grant program, Assistance Listing Number 14.228. The following terms and conditions shall apply to the Respondent who is awarded the contract, as a CONSULTANT of Lewis and Clark County, according to the County's Award Terms and Conditions and federal regulations as outlined in Appendix II to Part 200, Title 2 of Code of Federal Regulations (CFR).

1. **ACCEPTANCE OF PROGRAM REQUIREMENTS.** CONSULTANT agrees to comply with all applicable parts of the Housing and Community Development Act of 1974, as amended U.S.S. 5301, et. seq.; the applicable Department of Housing and Urban Development (HUD) regulations, including but not limited to 24 CFR Part 570 and Form HUD-4010, as now in effect or as amended during the term of the contract. CONSULTANT will comply with all administrative directives and procedures that may be established or amended by the Montana Department of Commerce, including the most current version of the CDBG/NSP Grant Administration Manual and CDBG Application & Guidelines for Housing, Public Facilities, and Economic Development Planning Grants, as amended.
2. **COMPLIANCE WITH APPLICABLE LAWS.** CONSULTANT shall, in performance of work during the term of the executed contract, fully comply with all applicable federal, state or local laws rules, regulations, and executive orders including but not limited to, the Montana Human Rights Act, the Equal Pay Act of 1963, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. CONSULTANT is the employer for the purpose of providing healthcare benefits and paying any applicable penalties, fees and taxes under the Patient Protection and Affordable Care Act [P.L. 111-148, 124 Stat. 119]. Any subletting or subcontracting by CONSULTANT subjects subcontractors to the same provisions. In accordance with § 49-3-207, MCA, and Executive Order No. 04-2016, CONSULTANT agrees that the hiring of persons in performance of the executed contract will be made on the basis of merit and qualifications and there will be no discrimination based on race, color, sex, pregnancy, childbirth or medical conditions related to pregnancy or childbirth, political or religious affiliation or ideas, culture, creed, social origin or condition, genetic information, sexual orientation, gender identity or expression, national origin, ancestry, age, disability, military service or veteran status, or marital status by the persons performing this under the executed contract.
3. **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.

4. CLEAN AIR ACT & FEDERAL WATER POLLUTION CONTROL ACT. (APPLIES TO CONTRACTS/ PURCHASES 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 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.

5. DEBARMENT AND SUSPENSION. This contract is a covered transaction for purposes of 2 CFR Part 180. As such, the CONSULTANT is required to verify that none of the 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 Part 180, Subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. SAM Exclusions ([www.sam.gov](http://www.sam.gov)) contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

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 Part 180, 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 Part 180, 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.

6. BYRD ANTI-LOBBYING AMENDMENT, 31 U.S.C. §1352\*. 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 and each tier must disclose any lobbying with non-Federal

funds that takes place in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. §1352. Such disclosures are forwarded from tier to tier up to the recipient of the non-Federal award who in turn will forward the certification(s) to the awarding agency.

\*Contracts/Purchases over \$100,000 - CONSULTANT must sign the Lobbying Certification form attached to this exhibit.

7. PROCUREMENT OF RECOVERED MATERIALS, 2 CFR §200.323. (APPLIES ONLY IF THE WORK INVOLVES THE USE OF MATERIALS). In the performance of this contract, the CONSULTANT shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:
- a. Competitively within a timeframe providing for compliance with the contract performance schedule;
  - b. Meeting contract performance requirements; or
  - c. At a reasonable price.

Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

The CONSULTANT also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

8. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT, 2 CFR §200.216. CONSULTANT is prohibited from obligating or expending funds under this contract 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.

9. DOMESTIC PREFERENCES FOR PROCUREMENTS, 2 CFR §200.322. (APPLIES ONLY IF THE WORK INVOLVES THE USE OF MATERIALS). As appropriate and to the extent consistent with law, the CONSULTANT should, to the greatest extent practicable under a Federal award or contract, 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.

For purposes of this section:

- a. "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.
- b. "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.

#### **Lewis and Clark County Professional Services Contract Sample**

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 and phone number is (XXX) XXX-XXXX.

THE PARTIES AGREE AS FOLLOWS:

1. EMPLOYMENT OF 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. 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. CONSULTANT 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.
19. AUTHORITY AND CAPACITY TO EXECUTE: CONSULTANT and COUNTY represent that the undersigned individuals possess the authority and capacity to enter into and bind the parties to the terms and conditions contained in this Contract.

**End of Request for Qualifications**