

**LEWIS AND CLARK COUNTY, MONTANA  
REQUEST FOR PROPOSALS  
DETENTION CENTER MEDICAL SERVICES PROVIDER**

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 medical services to inmates incarcerated in the Lewis and Clark County Detention Center.

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](mailto: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 April 8, 2025. The sealed envelope containing the proposal must be labeled, "Detention Center Medical Services Provider 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 solicitation 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.

Published in the Helena Independent Record on Thursday, March 13, 2025 and Thursday, March 20, 2025.

**Statement of Purpose**

Lewis and Clark County is seeking proposals to provide medical services to inmates incarcerated in the Lewis and Clark County Detention Center.

**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](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 proposals, all questions regarding the RFP must be submitted in writing via email to the designated point of contact on or before March 26, 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 April 2, 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 Detention Center Medical Services Provider 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: Detention Center Medical Services Provider RFP  
316 N. Park Avenue, Room 345  
Helena, MT 59623

Proposals must be received no later than 4:00 PM local time on Tuesday, April 8, 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	March 13 and March 20, 2025
Questions Due	No later than March 26, 2025
Responses to Questions Posted on County Website	No later than April 2, 2025
Proposal Submittal Deadline	April 8, 2025 at 4:00 PM MST
Proposal Evaluation Meeting	No later than April 11, 2025
Interviews (optional)	No later than April 18, 2025
Notice of Intent to Award	No later than April 25, 2025

## **General Information**

The Lewis and Clark County Detention Center is seeking a provider of on-site medical services for incarcerated individuals. The provider will be working directly with Department of Corrections Cormed. This provider will not assist with evaluations/clearances for Department of Corrections placements and treatment facilities. This provider will seek to fulfill the primary care needs of inmates and provide care for substance use disorders and psychological disorders. The provider should expect to spend two days per week, with varying hours per day, at approximately 10 hours per week at the Lewis and Clark County Detention Center. Some telehealth options may be required on a case-by-case basis.

## **Scope of Services**

Provide on-site medical services for incarcerated individuals housed in the Lewis and Clark County Detention Center (LCCDC) in accordance with Montana Jail Standards, Federal PREA standards, and applicable County, State, and Federal laws, and regulations.

- **Overview**

- Unlimited primary care and urgent care appointments;
- Minimum of 10-15 hours per week of dedicated time at the Detention Center to be scheduled in the most efficient manner for nursing staff and jail administrators;
- On-call availability throughout regular work week (i.e., Monday through Friday, 8:00 AM – 5:00 PM) to answer nursing questions/concerns over the phone or have telehealth visits with inmates;
- Implementation of standing orders for nursing staff to facilitate earlier treatment intervention and streamlining of medical protocols;
- Wholesale medication prices plus dispensing fee;
- Wholesale laboratory costs; and
- Best negotiated price for imaging.

- **General Acute Clinical Care**

- Work with LCCDC Nursing staff to develop 14-day check protocol to assess the health of each arriving individual unless a more immediate need is indicated.
  - Initial health assessments will include a baseline assessment, clarification of clinical history, suicide risk identification, detoxification/withdrawal risk, and referral to another provider when indicated, no later than 14 days post initial incarceration.
- Coordinated referrals, transfer, and post care follow-ups for incarcerated individuals' medical care when indicated, or beyond the scope of the provider, such as diagnostic testing, emergency services and dental care as medically indicated.
- Make referrals to the Behavioral Health team for supportive services.
- Accept referrals from the Behavioral Health Team for medication management and stabilization.
- Provide care for inmates with chronic care conditions (e.g., diabetes, high blood pressure, seizures, asthma).
- Provide appropriate screening and treatment for detoxification/withdrawal and symptoms of detoxification/withdrawal from legal and illegal substances.
- Assess individuals for suicidality and assist with first reports for involuntary commitments.
- This list is not intended to be all inclusive; other responsibilities may apply under the contract that are not explicitly documented.
- **Medication Management**
  - Standing Orders for OTC medications.
  - Provide medication review on incarcerated individuals to provide for the continuation of community prescribed medication or prescribe and provide an appropriate substitution of incarcerated individuals medication to comply with Department of Corrections (DOC), Federal and/or LCCDC formularies. Administer exceptions to formulary medications as agreed upon with Detention Center Commander.
  - Continuation of appropriate medications prescribed prior to incarceration for individuals with Opioid Use Disorders (OUD) and medication new starts in accordance with MAT Bridges Protocols.
- **Comprehensive Medical Records Documentation**
  - To include, but not limited to, dates/times, treatments, and medications provided.
  - Manage incarcerated individuals' medical records in accordance with HIPPA, PREA, and other applicable standards with an emphasis on continuity of care.

- Request and review outside medical records, as needed, to provide appropriate care for incarcerated individuals.
- Record progress notes following any interaction with an incarcerated individual to ensure notes are available to LCCDC Nursing staff. Progress notes in sequential order must be maintained in the incarcerated individuals' medical charts.

### **Project Duration**

The selected offeror should expect the duration of the contract to be one year from the date of contract execution with the potential for renewals.

### **Proposal Content Requirements**

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

1. A comprehensive description of the approach the firm will employ in order to meet the requirements identified in the *Scope of Services* including a detailed work plan and schedule;
2. Statement of Qualifications as a medical services provider for incarcerated individuals;
3. Experience in providing acute medical care, medication management, and medical records management for incarcerated individuals;
4. Present and project workload outside of the contract awarded through this solicitation;
5. A cost proposal that takes into consideration the total fees and includes a listing of other estimated direct costs; and
6. Professional references from at least three (3) clients with whom the offeror has worked with in the past four (4) years which are similar in nature to *Scope of Services* described in this RFP. Please include the following information:
  - a. Name of client;
  - b. Name and title of client's primary contact;
  - c. Phone number, email address, and mailing address of the client's primary contact; and
  - d. A brief description of the types of services provided, the location where the services were provided, and the dates of service.

### **Evaluation Criteria**

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

Criteria	Points Possible
Quality of proposal. Minimum requirements of RFP were met (e.g., page number maximum not exceeded, all required information included). Proposal is free of grammatical and spelling errors.	5 points
Methodology and work plan. Proposal outlines a comprehensive plan that will fulfill the requirements listed in the Scope of Services.	30 points
Qualifications. Proposal provides a comprehensive outline of experience providing medical services to incarcerated individuals, highlighting the experience of key personnel staffing the program. Offeror has provided three (3) references attesting to their qualifications and to their ability to work with community partners.	25 points
Experience. Proposal demonstrates overall experience working directly with incarcerated individuals, and provides a detailed description of how the offeror has done such.	15 points
Capability of offeror to meet time and budget requirements. Proposal contains a comprehensive cost proposal, indicates offeror has the capacity to meet schedule requirements, and demonstrates ability to operate in consideration of, and adhere to, project budget.	25 points
<b>TOTAL</b>	<b>100 points max</b>

After the completion of independent evaluations, proposals will be evaluated by the committee as a whole and ranked based on their average score.

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, the selected offeror shall execute the County's professional services agreement (example included herein). Lewis and Clark County reserves the right to require the vendor to execute such further documents, contracts, agreements, or forms as may be reasonably necessary to express the intentions of the parties, or which may be recommended by the County Attorney's Office.

All reports, information, data, and other materials prepared by the selected offeror pursuant to shall become the property of Lewis and Clark County which has the exclusive and unrestricted authority to release, publish or otherwise use, in whole or part, information relating thereto. Any reuse without written verification or adaptation by the selected offeror for the specific purpose intended will be at Lewis and Clark County's sole risk and without liability or legal

exposure to the selected offeror. No material produced in whole or in part under an agreement resulting from this solicitation may be copyrighted or patented in the United States or in any other country without the prior written approval of Lewis and Clark County.

This solicitation is being offered in accordance with federal and state statutes governing procurement of professional services. Accordingly, Lewis and Clark County reserves the right to negotiate an agreement based on fair and reasonable compensation for the scope of work and services proposed, as well as the right to reject any and all proposals deemed unqualified, unsatisfactory, or inappropriate.

## **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 Notice of Intent to Award, 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 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, phone number is (XXX) XXX-XXXX, and Federal Employee Identification Number is XX-XXXXXX.

THE PARTIES AGREE AS FOLLOWS:

1. **SCOPE OF SERVICES:** CONSULTANT agrees to complete and perform the work or services in accordance with the solicitation, plans, and specifications attached and hereby incorporated as **Exhibit X**.
2. **INDEPENDENT CONTRACTOR:** COUNTY hereby employs CONSULTANT as an independent contractor to complete and perform the scope of services. It is understood by the parties hereto that the CONSULTANT is an independent CONSULTANT and that neither its principals nor its employees, if any, are employees of COUNTY for purposes of tax, retirement system, or social security (FICA) withholding. COUNTY shall not have control over the performance of this Contract by CONSULTANT or its employees, except to specify the time and place of performance. COUNTY shall not be responsible for security or protection of CONSULTANT'S supplies or equipment.

3. WARRANTY: CONSULTANT warrants that all services shall be performed in a professional manner. CONSULTANT acknowledges that it shall be liable for any breach of this warranty for a period of one (1) year from the time services are completed.
4. LIAISON: COUNTY's designated liaison with CONSULTANT is Officer's Name, Officer's Title or their designee. CONSULTANT's designated liaison with COUNTY is Name of Individual in Company.
5. EFFECTIVE DATE AND TIME OF PERFORMANCE: CONSULTANT shall commence work [a] by Month Day, Year or [b] upon approval of this Contract by both parties and shall complete the described work by Month Day, Year.
6. COMPENSATION: For the satisfactory completion of the scope services, COUNTY shall pay CONSULTANT time and materials for a total sum not to exceed Amount of Dollars/Cents (\$X,XXX.XX). CONSULTANT shall submit [a] monthly [b] quarterly or [c] final invoices to COUNTY based on **Exhibit X**, Schedule of Billing Rates. The COUNTY shall pay invoices within 30 days of invoice date.
7. CONFLICT OF INTEREST: CONSULTANT covenants that it presently has no interest and shall 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 shall employ no person who has any such interest.
8. 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 shall be bound by all of the terms and conditions of this Contract.
9. 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 shall 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.
10. 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.

11. 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.
12. 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.
13. NONDISCRIMINATION: CONSULTANT shall 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.
14. 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 shall be construed under and governed by the laws of the State of Montana.
15. 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.
16. 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.

17. **TERMINATION**: Either party may terminate this Contract upon thirty (30) days written notice to the other party. If this Contract is terminated prior to completion, COUNTY shall pay CONSULTANT for completed and accepted work within thirty (30) days of termination. CONSULTANT shall not be entitled to payment for incomplete or unacceptable work.

### **End of Request for Proposals**