

**LEWIS AND CLARK COUNTY, MONTANA  
REQUEST FOR PROPOSALS  
LAW ENFORCEMENT OFFICER MENTAL HEALTH SERVICES**

Notice is hereby given that the Board of County Commissioners of Lewis and Clark County, Montana is soliciting proposals from interested parties to establish a pool of culturally competent, licensed mental health professionals to provide services to law enforcement officers and their families.

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 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 MST on February 23, 2026. The sealed envelope containing the proposal must be labeled, “LEO Mental Health Services RFP.” 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 January 24 and January 31, 2026.

**Solicitation Timeline**

Publication of Notices	January 24 & January 31, 2026
Questions Due	February 6, 2026 by 5:00 PM
Responses to Questions Posted on County Website	February 13, 2026 by 5:00 PM
Proposal Submittal Deadline	February 23, 2026 by 4:00 PM
Preliminary Evaluation Meeting	No later than February 27, 2026
Interviews (optional)	No later than March 6, 2026
Final Evaluation Meeting/Notice of Intent to Award	No later than March 13, 2026

### **Statement of Purpose**

Law enforcement officers are disproportionately affected by mental health issues compared to the general population, and experience increased rates of depression, post-traumatic stress disorder, anxiety, and suicidal ideation.

As part of an agency-wide, sustainable wellness framework that addresses the unique psychological stressors experienced by law enforcement officers, the Lewis and Clark County Sheriff's Office seeks to establish a pool of culturally competent, licensed mental health professionals to provide services to law enforcement officers and their families.

This initiative is funded through a grant from the Department of Justice through the Law Enforcement Mental Health and Wellness Act (LEMHWA). This funding limits consultant's rates to the maximum allowable charge of \$81.25 per hour or \$650 per day.

### **Scope of Services**

1. Qualifications
  - a. Licensure from the Montana Board of Behavioral Health;
  - b. Certified First Responder Counselor (CFRC) or equivalent;
  - c. Prior services as member of the military or first responder or clinical experience working with clients who served in these capacities;
  - d. Upstanding moral character and not known to law enforcement in a derogatory manner;
  - e. No relationships of affinity or consanguinity to any member of the Lewis and Clark County Sheriff's Office; and
  - f. Able to pass a background check.
2. Availability
  - a. Provide services to LCSO staff within 48 hours of receiving requests, either in-person or via telehealth;
  - b. Availability of after-hours sessions (i.e., outside of Monday through Friday from 8:00 AM – 5:00 PM) if emergent need arises;
  - c. Ability to travel to Helena, MT within 24 hours of a traumatic incident to provide in-person services; and
  - d. Periodic attendance at briefings, participating in ride-alongs, and other activities to establish relationships with LCSO staff and promote a positive relationship in order to develop comfortability for LCSO staff to reach out when they need assistance.
3. Confidential Billing
  - a. Invoices must be confidential and only contain the services provided and billed amount;
  - b. No patient names shall be included. A unique alphanumeric ID will be provided by the patient to track overall usage of services; and
  - c. Invoices will be sent directly to Lewis and Clark County Sheriff's Office. Patients will not be billed for services or be required to enter into any agreement that requires payment for services.

### **Project Duration**

Selected offerors will enter into a professional services contract with an end date of September 30, 2027. Contract renewals will be dependent upon funding and could extend for a total term not to exceed seven years.

### **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, 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 proposals, all questions regarding the RFP must be submitted in writing via email to the designated point of contact on or before February 6, 2026 by 5:00 PM. 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 13, 2026 by 5:00 PM. 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.

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

If the evaluation committee desires, the County may interview the offerors deemed most qualified after preliminary evaluation. The County may, at its discretion, contact the references provided in the proposals in order to understand the nature of the projects and determine satisfactory completion.

If interviews are conducted, the evaluation committee will meet to determine final scores. Preliminary evaluation scores may be changed based upon information provided by offerors

during the interview process. Offerors will be ranked based upon the final average scores of the committee.

### **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 "LEO Mental Health Services RFP Proposal Enclosed". Proposals shall not exceed 10 double-sided pages, excluding a cover letter. 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: LEO Mental Health Services RFP  
316 N. Park Avenue, Room 345  
Helena, MT 59623

Proposals must be received no later than 4:00 PM MST on February 23, 2026, at the address listed above. Proposals received after the deadline shall not be accepted. Emailed or faxed proposals will not be accepted. One copy of the proposals must be marked "Original" and contain a cover letter signed by a representative of the offeror who is authorized to submit the proposal.

### **Proposal Content Requirements**

In order to be deemed responsive, proposals shall demonstrate that the offeror has the professional capabilities and resources to complete all tasks described in the *Scope of Services* in a satisfactory and timely manner. Proposals shall include:

1. The offeror's legal name, address, telephone number, and primary contact information to include email address;
2. A statement of the offeror's experience in providing mental health services to law enforcement officers and first responders;
3. A comprehensive description of the approach the offeror will employ in order to meet the requirements identified in the *Scope of Services*;
4. A cost proposal that includes a listing of hourly and daily rates that includes estimated direct and indirect costs;
5. References for the offeror and any subconsultants to include brief project descriptions for at least three (3) agencies that can provide professional references with whom the offeror or any subconsultants have 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 agency providing professional reference;
  - b. Name and title of agency's primary contact;
  - c. Phone number, email address, and mailing address of the agency'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**

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

<b>Criteria</b>	<b>Points Possible</b>
1. Quality of proposal. Minimum requirements of RFP were met (e.g., page limit shall not exceed 10 pages double-spaced, all required information included). Response is free of grammatical and spelling errors.	10 points
2. Availability. Proposal indicates offeror has the capacity to meet availability requirements and respond to immediate needs of the County.	20 points
3. Cost. Proposal contains comprehensive cost proposal and demonstrates ability to operate within, and adhere to, budget constraints.	20 points
4. Experience. Proposal indicates overall experience working directly with law enforcement officers and their families.	25 points
5. Qualifications. Proposal provides a comprehensive outline of offeror's professional qualifications and cultural competency. Offeror has provided three (3) references attesting to their qualifications and their ability to work with law enforcement officers and their families.	25 points
<b>TOTAL</b>	<b>100 points</b>

### **Contractual Terms and Conditions**

The selected offeror 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 proposal in order to be considered. Lewis and Clark County reserves the right to require the selected offeror to execute such further documents, contracts, agreements, or forms as may be reasonably necessary to express the intentions of the parties, or which may be recommended by the County Attorney's Office.

The vendor 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 vendor agrees to furnish proof of insurance to the County prior to commencing work. The County must be listed as additionally insured on the general liability insurance certificate. Insurance certificates will be provided to the County at the time a contract is executed.

All reports, information, data, and other materials prepared by the selected offeror pursuant to 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.

**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 Procurement 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 Procurement 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 Procurement 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 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**

This solicitation is made using federal assistance provided to Lewis and Clark County by the U.S. Department of Justice, Office of Community Oriented Policing Services (COPS) under the FY25 Law Enforcement Mental Health and Wellness Act (LEMHWA), Assistance Listing 16.070.

The following terms and conditions apply to the CONSULTANT, 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. RESTRICTIONS ON INTERNAL CONFIDENTIALITY AGREEMENTS. No recipient or subrecipient under this award, or entity that receives a contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts the lawful reporting of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information. Full-Year Continuing Appropriations and Extensions Act, 2025, Public Law 119-4; Further Consolidated Appropriations Act, 2024, Public Law 118-47, Division B, Title VII, Section 742.

2. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”
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.

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. “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. “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.

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.

10. ENHANCEMENT OF CONTRACTOR PROTECTION FROM REPRISAL FOR DISCLOSURE OF CERTAIN INFORMATION (41 U.S.C. § 4712).

a. Prohibition of reprisals.--

- (1) In general.--An employee of a contractor, subcontractor, grantee, or subgrantee or personal services contractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in paragraph (2) information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant.
- (2) Persons and bodies covered.--The persons and bodies described in this paragraph are the persons and bodies as follows:
  - (A) Member of Congress or a representative of a committee of Congress.
  - (B) An Inspector General.
  - (C) The Government Accountability Office.
  - (D) A Federal employee responsible for contract or grant oversight or management at the relevant agency.
  - (E) An authorized official of the Department of Justice or other law enforcement agency.
  - (F) A court or grand jury.
  - (G) A management official or other employee of the contractor, subcontractor, or grantee who has the responsibility to investigate, discover, or address misconduct.
- (3) Rules of construction.--For the purposes of paragraph (1)--
  - (A) an employee who initiates or provides evidence of contractor, subcontractor, or grantee misconduct in any judicial or administrative proceeding relating to waste, fraud, or abuse on a Federal contract or grant shall be deemed to have made a disclosure covered by such paragraph; and
  - (B) a reprisal described in paragraph (1) is prohibited even if it is undertaken at the request of an executive branch official, unless the request takes the form of a

non-discretionary directive and is within the authority of the executive branch official making the request.

b. Investigation of complaints.--

- (1) Submission of complaint.--A person who believes that the person has been subjected to a reprisal prohibited by subsection (a) may submit a complaint to the Inspector General of the executive agency involved. Unless the Inspector General determines that the complaint is frivolous, fails to allege a violation of the prohibition in subsection (a), or has previously been addressed in another Federal or State judicial or administrative proceeding initiated by the complainant, the Inspector General shall investigate the complaint and, upon completion of such investigation, submit a report of the findings of the investigation to the person, the contractor or grantee concerned, and the head of the agency.
- (2) Inspector General action.--
  - (A) Determination or submission of report on findings.--Except as provided under subparagraph (B), the Inspector General shall make a determination that a complaint is frivolous, fails to allege a violation of the prohibition in subsection (a), or has previously been addressed in another Federal or State judicial or administrative proceeding initiated by the complainant or submit a report under paragraph (1) within 180 days after receiving the complaint.
  - (B) Extension of time.--If the Inspector General is unable to complete an investigation in time to submit a report within the 180-day period specified in subparagraph (A) and the person submitting the complaint agrees to an extension of time, the Inspector General shall submit a report under paragraph (1) within such additional period of time, up to 180 days, as shall be agreed upon between the Inspector General and the person submitting the complaint.
- (3) Prohibition on disclosure.--The Inspector General may not respond to any inquiry or disclose any information from or about any person alleging the reprisal, except to the extent that such response or disclosure is—
  - (A) made with the consent of the person alleging the reprisal;
  - (B) made in accordance with the provisions of section 552a of title 5 or as required by any other applicable Federal law; or
  - (C) necessary to conduct an investigation of the alleged reprisal.
- (4) Time limitation.--A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.

c. Remedy and enforcement authority. --

- (1) In general.--Not later than 30 days after receiving an Inspector General report pursuant to subsection (b), the head of the executive agency concerned shall determine whether there is sufficient basis to conclude that the contractor or grantee concerned has subjected the complainant to a reprisal prohibited by

subsection (a) and shall either issue an order denying relief or shall take one or more of the following actions:

- (A) Order the contractor or grantee to take affirmative action to abate the reprisal.
- (B) Order the contractor or grantee to reinstate the person to the position that the person held before the reprisal, together with compensatory damages (including back pay), employment benefits, and other terms and conditions of employment that would apply to the person in that position if the reprisal had not been taken.
- (C) Order the contractor or grantee to pay the complainant an amount equal to the aggregate amount of all costs and expenses (including attorneys' fees and expert witnesses' fees) that were reasonably incurred by the complainant for, or in connection with, bringing the complaint regarding the reprisal, as determined by the head of the executive agency.

Exhaustion of remedies.--If the head of an executive agency issues an order denying relief under paragraph (1) or has not issued an order within 210 days after the submission of a complaint under subsection (b), or in the case of an extension of time under paragraph (b)(2)(B), not later than 30 days after the expiration of the extension of time, and there is no showing that such delay is due to the bad faith of the complainant, the complainant shall be deemed to have exhausted all administrative remedies with respect to the complaint, and the complainant may bring a de novo action at law or equity against the contractor or grantee to seek compensatory damages and other relief available under this section in the appropriate district court of the United States, which shall have jurisdiction over such an action without regard to the amount in controversy. Such an action shall, at the request of either party to the action, be tried by the court with a jury. An action under this paragraph may not be brought more than two years after the date on which remedies are deemed to have been exhausted.

- (2) Admissibility of evidence.--An Inspector General determination and an agency head order denying relief under paragraph (2) shall be admissible in evidence in any de novo action at law or equity brought pursuant to this subsection.
- (3) Enforcement of orders.--Whenever a person fails to comply with an order issued under paragraph (1), the head of the executive agency concerned shall file an action for enforcement of such order in the United States district court for a district in which the reprisal was found to have occurred. In any action brought under this paragraph, the court may grant appropriate relief, including injunctive relief, compensatory and exemplary damages, and attorney fees and costs. The person upon whose behalf an order was issued may also file such an action or join in an action filed by the head of the executive agency.
- (4) Judicial review.--Any person adversely affected or aggrieved by an order issued under paragraph (1) may obtain review of the order's conformance with this subsection, and any regulations issued to carry out this section, in the United States

court of appeals for a circuit in which the reprisal is alleged in the order to have occurred. No petition seeking such review may be filed more than 60 days after issuance of the order by the head of the executive agency. Review shall conform to chapter 7 of title 5. Filing such an appeal shall not act to stay the enforcement of the order of the head of an executive agency, unless a stay is specifically entered by the court.

(5) Burdens of proof.--The legal burdens of proof specified in section 1221(e) of title 5 shall be controlling for the purposes of any investigation conducted by an Inspector General, decision by the head of an executive agency, or judicial or administrative proceeding to determine whether discrimination prohibited under this section has occurred.

(6) Rights and remedies not waivable.--The rights and remedies provided for in this section may not be waived by any agreement, policy, form, or condition of employment.

d. Notification of employees.--The head of each executive agency shall ensure that contractors, subcontractors, and grantees of the agency inform their employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

e. Construction.--Nothing in this section may be construed to authorize the discharge of, demotion of, or discrimination against an employee for a disclosure other than a disclosure protected by subsection (a) or to modify or derogate from a right or remedy otherwise available to the employee.

f. Exceptions. --

(1) This section shall not apply to any element of the intelligence community, as defined in section 3(4) of the National Security Act of 1947 (50 U.S.C. § 401a(4)).

(2) This section shall not apply to any disclosure made by an employee of a contractor, subcontractor, or grantee of an element of the intelligence community if such disclosure--

(A) relates to an activity of an element of the intelligence community; or

(B) was discovered during contract, subcontract, or grantee services provided to an element of the intelligence community.

### **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. 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 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 of 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.
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. CONSULTANT shall also comply with the applicable federal laws, rules, and regulations provided in **Exhibit X** of this agreement.
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.
18. 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 Proposals**