

LEWIS AND CLARK COUNTY, MONTANA REQUEST FOR PROPOSALS NORTHSTAR PARK MASTER PLAN

Statement of Purpose

Lewis and Clark County's (hereafter, the "County") Community Development and Planning Department is requesting proposals from qualified consulting firms to provide a master plan for Northstar Park (hereafter, the "Project").

Introduction

Northstar Park is a County-owned property that was established in August of 2013 through final approval of the last phase of Northstar Subdivision. This property is just under 18 acres in size, and if developed, would serve as a regional Park in the North Hills portion of the Helena Valley. It is generally located north of Lincoln Road and west of North Montana Avenue in the Northstar Subdivision.

A future Park at this location would provide recreational opportunities for not only 250+ single-family and multi-family residential lots in the Northstar Subdivision, but also the adjacent and/or nearby Skyview, Townview, Ranchview, Timberworks Estates, Bridge Creek Estates, Northwest Major II, and multiple other subdivisions and properties located not just within the North Hills, but the greater Helena Valley.

Scope of Services

This Project consists of professional services to prepare a Master Plan for Northstar Park. The County anticipates that this Plan will be completed with four main tasks:

- Task 1: Public Outreach Prior to Design and Site Planning
- Task 2: Design and Site Planning
- Task 3: Public Outreach Post Design and Site Planning
- Task 4: Final Site Plan (Master Plan)

Proposals shall contain a detailed event timeline with a specific approach, methodology, and benchmarks. The four main tasks are described in more detail below.

Task 1: Public Outreach Prior to Design and Site Planning

Task 1 will consist of initial outreach efforts to the general public and specific stakeholder groups [City-County Parks Board, County Public Works Department, Northstar Homeowner's Association, and North Valley Park Alliance] to identify topics and issues of concern that should

be addressed in the Northstar Park Master Plan. The County currently anticipates holding up to four stakeholder group meetings and one public meeting, and facilitating a survey of both the general public and any interested parties before commencing Task 2: Design and Site Planning. Upon request by the County, the Consultant, using design deliverables prepared for Task 2, will prepare materials and presentations for public distribution, which may include Power Point presentations, web content, display boards, posters/flyers, brochures, and other materials as needed. Information from Task 1 will be summarized by the consultant in a written report and presented to Planning staff for review, edits, and comment. Following final edits, the consultant will deliver and present the report to the Parks Board. This summary report shall also be published on the Project website.

Task 2: Design and Site Planning

Task 2 will consist of design and site planning services, and will rely on information gathered in Task 1 to inform and design the Park Master Plan. Site planning services shall include detailed site configurations that incorporate parking, landscaping, open areas, sports fields, playgrounds, trails, and any buildings, and must include the location, height, dimensions, and setbacks for all structures/buildings. In addition, Task 2 must incorporate water conservation into the design, as water availability is limited in this area. Information from Task 2 will be summarized by the consultant in a written report that includes at least two DRAFT Site Plan scenarios for the Park Master Plan, along with their associated cost estimates, and presented to Planning staff for review, edits, and comment. Following final edits, the consultant will deliver and present the report to the Parks Board and County Commission. This summary report shall also be published on the Project website.

For Task 2, the Consultant shall review the existing zoning for the Park, the Lewis and Clark County Growth Policy and its addendum Helena Valley Area Plan – Update, and the Lewis and Clark County Public Works Manual. Necessary elements and requirements must be incorporated into the two Site Plan scenarios and factored into the written report.

Task 3: Public Outreach Post Design and Site Planning

Task 3 will consist of public outreach efforts regarding the DRAFT Site Plan scenarios for the Park Master Plan. The consultant will be responsible for conducting this public outreach, facilitating a public comment period, and identifying how public comments have been addressed. Upon request by the County, the Consultant, using design deliverables prepared for Task 2, will prepare materials and presentations for public distribution, which may include Power Point presentations, web content, display boards, posters/flyers, brochures, and other materials as needed. Information from Task 3 will be summarized by the consultant in a written report and presented to Planning staff for review, edits, and comment. Following final edits, the consultant will deliver and present the report to the Parks Board. This summary report shall also be published on the Project website.

Task 4: Final Site Plan (Master Plan)

Task 4 will consist of preparation of the final DRAFT Site Plan based on the initial scenarios and feedback from public meetings, County agencies, elected officials, key stakeholders, and community groups and approval of the final Site Plan (Master Plan). The consultant shall prepare and present the final DRAFT Site Plan to Planning staff for review, edits, and approval. Delivery of the final DRAFT Site Plan shall include:

1. Digital/editable Word Document.
2. Digital/editable PDF Document.
3. Editable GIS data/maps/images/diagrams.
4. 25 hard copies in an 8.5 x 11 format with extendable maps and diagrams.

The consultant shall make a presentation(s) of the final DRAFT Site Plan to the Parks Board and County Commission, and hold a public hearing before the County Commission regarding approval of the final Site Plan (Master Plan). Following approval and incorporating any changes, the consultant shall deliver the final Site Plan (Master Plan) in the following formats:

1. Digital/editable Word Document.
2. Digital/editable PDF Document.
3. Editable GIS data/maps/images/diagrams.
4. 25 hard copies in an 8.5 x 11 format with extendable maps and diagrams.

Additional Project Specifications

Design of the Master Plan must include the production of high-quality illustrations and graphics for all Tasks, along with the preparation and production of high-quality public outreach materials. The Consultant must also lead the public and stakeholder engagement processes with support from Planning staff. The County expects public engagement and outreach to take place through a combination of traditional public meetings, facilitated discussions with small groups, and internet-based engagement mechanisms (e.g., online surveys, website, etc.). Consultant may coordinate and provide information to the Planning staff to post outreach material on the website and social media platforms. Bi-weekly conference calls or video conferences are anticipated to be conducted between Planning staff and the consultant, as well.

Project Duration

The selected Offeror should expect the Project to conclude by December 31, 2024.

RFP Timeline

Publication of Notices	October 28 and November 4, 2023
Questions Due	November 10, 2023
Responses to Questions Posted on County Website	November 17, 2023
Proposal Submittal Deadline	December 4, 2023
Proposals Unsealed	December 5, 2023
Scoring Evaluation Meeting	No later than December 15, 2023
Interviews (optional)	No later than December 29, 2023
Candidates Notified of Selection	No later than January 5, 2024

Proposal Content Requirements

The proposal should demonstrate the firm 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 RFP. Proposals shall include:

1. The firm's legal name, address, telephone number, federal Employee Identification Number (EIN), Unique Entity Identification (UEI) obtained through the federal System for Award Management (www.sam.gov), and principal contact email address.
2. A statement of the firm's experience in developing park master plans and the qualifications of the key staff to be assigned to the Project.
3. 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.
4. A cost proposal that takes into consideration the total fees and includes a listing of other estimated direct costs.
5. Current work activities of firm.
6. References for the individual/firm and any subconsultants to include brief project descriptions for at least three (3) clients with whom the individual/firm 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 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
1. Quality of proposal. Minimum requirements of RFP were met (e.g., page number maximum not exceeded, all required information included). Response is free of grammatical and spelling errors.	10 points
2. Qualifications of firm. Response indicates qualification and experience of the professional personnel to be assigned to the Project.	25 points
3. Capability of firm to meet time and budget requirements. Response indicates firm has the time and capacity to meet schedule requirements. Response demonstrates ability to design in consideration of, and adhere to, the Project budget.	20 points
4. Present and projected workload. Response indicates firm has the available resources to complete the Project by the desired completion date.	15 points
5. Related experience on similar projects including publicly funded projects. Proposal indicates an understanding of the Project, stakeholders, and attention to detail.	30 points
TOTAL	100 points max

Firms will be evaluated by the committee as a whole and ranked based on their average score.

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 *Northstar Park Master Plan RFP*. Proposals should not exceed 25 pages, including resumes and 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.

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 point of contact listed below on or before November 10, 2023. An addendum containing responses to questions received will be posted on the County's website at <https://www.lccountymt.gov/bocc/bidsrfprfqsoq.html> no later than November 17, 2023. 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 or elected official directly. All communications regarding this RFP shall be directed to the point of contact listed below:

Casey Hayes, Purchasing Officer
Lewis and Clark County
316 N. Park Avenue, Helena, MT 59623
chayes@lccountymt.gov

Submit proposals to:

Lewis and Clark County Commissioners
316 N. Park Avenue, Room 345
Helena, MT 59623

Proposals must be received no later than 4:00 PM local time on December 4, 2023, at the address listed above. Proposals received after the deadline shall not be accepted. Proposals will be opened at 9:00 AM local time on December 5 in Room 309 of the City-County Building, 316 North Park Avenue, Helena, MT. 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.

Contractual Terms and Conditions

The selected vendor agrees to accept and execute the County's professional services agreement. 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.

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 response to this Request for Proposal, the offeror agrees to acceptance of the following Standard Terms and Conditions and any other provisions that are specific to this solicitation.

1. Authority

This Request for Proposals (RFP) is issued under the authority of the Lewis and Clark County Purchasing Policy. The RFP process is a procurement option which allows the award to be based on evaluation criteria in addition to cost. The relative importance of all evaluation criteria is found herein and only the evaluation criteria outlined in the RFP will be used. Lewis and Clark County (herein, the “County”) reserves the right to accept or reject any or all proposals, wholly or in part, and to make awards in any manner deemed in the best interest of the County.

2. Competition

Lewis and Clark County encourages free and open competition among offerors to obtain quality, cost-effective services and products. Whenever possible, specifications, invitations, and conditions are designed to accomplish this objective, consistent with the necessity to satisfy the County’s needs and accomplishment of a sound economical operation.

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

Prior to the award of the contract, proposals may be held by Lewis and Clark County for a period not to exceed 90 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

All information received in response to this RFP, including copyrighted material, is deemed public information and with one exception will be available for public viewing and copying after the proposal deadline.

The public will not be able to view bona fide trade secrets meeting the requirements of the Uniform Trade Secrets Act, Title 30, Chapter 14, Part 4, MCA. The purchasing officer will remove any such trade secrets from the RFP prior to public viewing.

4. Bona Fide Trade Secrets

Confidential information meeting the requirements of Title 30, Chapter 14, Part 4, MCA will be available for review only by the purchasing officer, the evaluation committee members, and limited other designees. Before the RFP is made available to the public, the purchasing officer will remove the confidential information if the following conditions are met:

- Confidential information is clearly marked and separated from the rest of the proposal;
- No confidential material is contained in the cost section; and
- An affidavit from the offeror's legal counsel attesting to and explaining the validity of the trade secret claim is attached to the proposal.

The offeror shall pay all legal costs and fees associated with defending a claim for confidentiality if a "right to know" request is received from another party.

In order for an offeror to request that material be kept confidential, 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.

5. 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.

6. Determination of Offeror Responsibility

The purchasing officer and/or the selection 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.

7. Evaluation of Proposals and Offeror Interviews/Product Demonstration

The remaining proposals will be scored according to the evaluation criteria stated herein. The selection 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.

8. 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.

9. Offeror Selection and Contract Execution

After an evaluation of the offeror, interviews, and/or product demonstrations, the selection 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.

10. 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.

11. 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 subgrantees, 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.

12. Cone of Silence

A cone of silence shall be established on all Lewis and Clark County competitive selection processes. The cone of silence prohibits any communication regarding a competitive 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) regarding such competitive solicitation, and any County official (elected or appointed), employee, selection committee member, or other persons authorized to act on behalf of the County other than the individual outlined as the point of contact in this solicitation.

The cone of silence shall be in effect from the time of advertisement until contract award. Violations of the cone of silence may be grounds for disqualification from the selection process. The cone of silence shall not apply to communications with the established point of contact in this solicitation or at any public proceeding or meeting.

The cone of silence shall terminate when the Board or a County employee authorized to act on behalf of the Board awards or approves the Contract, rejects all offers or responses, or otherwise takes action to end the selection process.

13. 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.

TERMS AND CONDITIONS SPECIFIC TO AMERICAN RESCUE PLAN ACT (ARPA) GRANT FUNDING

The following terms and conditions apply to the awardee of solicitations, as a contractor of Lewis and Clark County, according to the County's ARPA Award Terms and Conditions on June 15, 2021; by ARPA and its implementing regulations; and as established by the United States Treasury Department.

- 1. Equal Opportunity.** OFFEROR shall comply with Executive Order 11246, "Equal Employment Opportunity," as amended by EO 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
- 2. Minority and Women Business Enterprises.** OFFEROR hereby agrees to comply with the following when applicable: The requirements of Executive Orders 11625 and 12432 (concerning Minority Business Enterprise), and 12138 (concerning Women's Business Enterprise), *when applicable*. Accordingly, OFFEROR hereby agrees to take affirmative steps to assure that women and minority businesses are utilized when possible as sources of supplies, equipment, construction and services. Affirmative steps shall include the following:
 - a. Including qualified women's business enterprises and small and minority businesses on solicitation lists;
 - b. Assuring that women's enterprises and small and minority businesses are

- solicited whenever they are potential sources;
- c. When economically feasible, dividing total requirements into smaller tasks or quantities so as to permit maximum participation by small and minority business, and women's business enterprises;
 - d. Where the requirement permits, establishing delivery schedules which will encourage participation by women's business enterprises and small and minority business;
 - e. Using the services and assistance of the Small Business Administration, and the U.S. Office of Minority Business Development Agency of the Department of Commerce; and
 - f. If any subcontracts are to be let, requiring the prime Contractor to take the affirmative steps in a through e above.

For the purposes of these requirements, a Minority Business Enterprise (MBE) is defined as an enterprise that is at least 51 percent owned and controlled in its daily operation by members of the following groups: Black, Hispanic, Asian or Pacific Islander, American Indian, or Alaskan Natives. A Women Business Enterprise (WBE) is defined as an enterprise that is at least 51 percent owned and controlled in its daily operation by women.

3. **Universal Identifier and System for Award Management**. This contract is covered under the requirements of [2 CFR Part 25](#) requiring OFFEROR to obtain and provide to the County their Unique Entity Identification (UEI) prior to execution of the Contract. OFFEROR can obtain or look up their UEI through the System for Award Management, available at www.sam.gov.
4. **Suspension and Debarment**. This contract is a covered transaction for purposes of 2 CFR pt. 180 and 2 CFR pt. 3000. As such, the OFFEROR is required to verify that none of OFFEROR'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 OFFEROR must comply with 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of fact relied upon by Lewis and Clark County. If it is later determined that the OFFEROR did not comply with 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, 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 OFFEROR agrees to comply with the requirements of 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The OFFEROR further agrees to include a provision requiring such compliance in its lower tier covered transactions.

5. **Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352, as amended***. OFFEROR 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. OFFEROR shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

*Purchases over \$100,000 - OFFEROR must sign the certification on the last page of this exhibit.

6. **Access to Records**. The OFFEROR agrees to provide the Lewis and Clark County, the U.S. Department of Treasury, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the OFFEROR which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions. The OFFEROR agrees to permit any of the foregoing parties to reproduce by any means or to copy excerpts and transcriptions as reasonably needed and agrees to cooperate with all such requests.

The OFFEROR agrees to provide the Treasury Department or authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

No language in this contract is intended to prohibit audits or internal reviews by the Treasury Department or the Comptroller General of the United States.

7. **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.
8. **Contract Work Hours and Safety Standards Act (40 U.S.C. 327 through 333)**. (Applies only to purchases over \$100,000, when laborers or mechanics are used.) Where

applicable, all contracts in excess of \$100,000 that involve the employment of mechanics or laborers shall include a provision for compliance with 40 U.S.C. 3702 and 3704 of the Contract Work Hours and Safety Standards Act, as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 3702 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. The requirements of 40 U.S.C. 3704 are applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

9. **Clean Air Act & Federal Water Pollution Control Act. (applies to purchases of more than \$150,000.)** The OFFEROR 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 OFFEROR 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 OFFEROR agrees to report each violation of the Clean Air Act and the Water Pollution Control Act to the Lewis and Clark 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.

OFFEROR agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

10. **Prohibition on certain telecommunications and video surveillance services or equipment (Huawei and ZTE)**. OFFEROR is prohibited from obligating or expending loan or grant funds 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.

- 11. Procurement of Recovered Materials: (applies only if the work involves the use of materials).** In the performance of this contract, the OFFEROR 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 OFFEROR also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

- 12. Publications.** Any publications produced with funds from this award must display the following language: “This project [is being] [was] supported, in whole or in part, by federal award number SLFRP4035 awarded to Lewis and Clark County by the U.S. Department of the Treasury.”

- 13. Increasing Seat Belt Use in the United States.** Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), OFFEROR is encouraged to adopt and enforce on-the-job seat belt policies and programs for your employees when operating company-owned, rented or personally owned vehicles.

- 14. Reducing Text Messaging While Driving.** Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), OFFEROR is encouraged to adopt and enforce policies that ban

text messaging while driving and establish workplace safety policies to decrease accidents caused by distracted drivers.

15. Title VI of the Civil Rights Act of 1964 – Protections to persons with Limited English

Proficiency. The OFFEROR and any of the OFFEROR’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.

16. Drug-Free Workplace. The Drug-Free Workplace Act of 1988 (41 U.S.C. § 701 et seq.) requires that all organizations receiving grants from any Federal agency agree to maintain a drug-free workplace. You as the recipient must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of part 382, which adopts the Governmentwide implementation (2 CFR §182) of sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701-707). By signing the application, the AOR agrees that the recipient will provide a drug-free workplace and will comply with the requirement to notify SAMHSA if an employee is convicted of violating a criminal drug statute. Failure to comply with these requirements may be cause for debarment. Government wide requirements for Drug-Free Workplace for Financial Assistance are found in 2 CFR § 182; HHS implementing regulations are set forth in 2 CFR § 382.400.

17. Mandatory Disclosures. Consistent with 45 CFR § 75.113, applicants and recipients must disclose in a timely manner, in writing to the COUNTY, all information related to violations, or suspected violations, of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Subrecipients must disclose, in a timely manner, in writing to the COUNTY all information related to violations, or suspected violations, of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Failure to make required disclosures can result in any of the remedies described in 45 CFR § 75.371 – Remedies for noncompliance, including suspension or debarment (see 2 CFR §§ 180 & 376 and 31 U.S.C. 3321).

18. Trafficking Victims Protection Act of 2000 (22 U.S.C. 7104(G)), as amended, and 2 CFR § 175. The Trafficking Victims Protection Act of 2000 authorizes termination of financial assistance provided to a private entity, without penalty to the Federal government, if

the recipient or subrecipient engages in certain activities related to trafficking in persons. SAMHSA may unilaterally terminate this award, without penalty, if a private entity recipient, or a private entity subrecipient, or their employees:

- a) Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
- b) Procure a commercial sex act during the period of time that the award is in effect; or,
- c) Use forced labor in the performance of the award or subawards under the award.

End of Request for Proposals