

## INVITATION TO BID

The Lewis and Clark County Public Works Department is soliciting competitive bids from interested parties to replace a membrane roof required for the construction of the Michael A. Murray Roof Replacement Project.

All Bids must be in accordance with the contract documents on file at the Lewis and Clark County Public Works Office, 3402 Cooney Drive, Helena MT 59602. For additional project information, please reach out to the designated point of contact Jade Wills at [jwills@lccountymt.gov](mailto:jwills@lccountymt.gov) or by phone at (406) 447-8014. Copies of the contract documents used for preparing a bid may be obtained by going to the Lewis and Clark County webpage at: <https://www.lccountymt.gov/Government/Grants-and-Purchasing/Bids-and-Proposals-Current>

A pre-bid conference will be held on Wednesday, June 26, 2024 at 3:00 p.m. local time at the Michael A. Murray Building located at 1930 9<sup>th</sup> Avenue, Helena, Montana. Interested bidders are strongly encouraged to attend.

Each bid or proposal must be accompanied by a Certified Check, Cashier's Check or Bid Bond payable to Lewis and Clark County, in an amount not less than ten percent of the total amount of the bid.

Bids will be considered based on the most responsible bid submitted and the following criteria: purchase price and specifications.

**Sealed bids must be received at the Office of the Board of County Commissioners, Room 345, City-County Building, 316 N. Park Avenue, Helena, MT 59623 no later than 4:00 p.m. local time on Monday, July 1, 2024. The envelope containing the sealed bid will be labeled with the Bidder's name, address, and "Murray Roof Replacement".**

Bids will be opened and read aloud at the public meeting of the County Commissioners on Tuesday, July 2 at 9:00 a.m. local time in Room 330 of the City-County Building, 316 N. Park Avenue, Helena, MT.

This Project is funded in whole or in part with a grant from the American Rescue Plan Act (ARPA). Award of the Project will be contingent upon the Contractor providing or establishing a Unique Entity Identification (UEI) and passing a suspension and debarment verification per the requirements of the Funding Agency Special Provisions in this bid package.

The right is reserved to reject any or all proposals received, to waive informalities, to postpone the award of the contract for a period not to exceed sixty (60) days, and to accept the lowest responsive and responsible bid that is in the best interest of the Owner.

Lewis and Clark County reserves the right to reject any or all bids, to waive irregularities or to accept any bid deemed to be for the public good.

Legal Ad: Independent Record

Publish: Saturday, June 15, 2024  
Saturday, June 22, 2024

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### **Project Scope:**

Lewis and Clark County is soliciting bids to remove and replace an approximately 12,900-square-foot membrane roof on a county-owned building that is operated as a health and medical facility. The Project also includes any repair or replacement of sheathing and adding insulation.

The Project is located at the Michael A. Murray Building at 1930 9<sup>th</sup> Avenue, Helena, and will be funded using a combination of ARPA/CARES funding and capital savings.

### **Project Specifications:**

1. Remove and dispose of existing membrane roofing waste. Owner prefers the waste be taken to the Lewis and Clark County Landfill located at 4075 Deal Lane, (406) 457-8521. The Class IV Construction and Demolition tipping fee is \$21.00 per ton.
2. Repair and replace decking as needed using 1/2-inch plywood sheathing.
3. Install two layers of 2.6-inch polyisocyanurate (Polyiso) insulation for a total thickness of 5.2 inches to achieve a thermal resistance R-value of 30.
4. Install a noncombustible 1/2-inch cover board above the insulation layer and below the membrane layer.
5. Mechanically fasten new Thermoplastic Polyolefin (TPO) single-ply membrane manufactured and supplied by a reputable and well-established company with a minimum of 40 years in the manufacturing business.
  - a. 60-mil thickness.
  - b. White in color.
  - c. Maximum roll width should be used to achieve the least number of seams.
  - d. Mechanically fastened to the roof substrate.
6. Install flashing on all wall and roof penetrations.
7. Install approximately 77 feet of walking pad to and around Leibert mechanical equipment.
8. Contractor must be trained and certified by the manufacturer of the TPO membrane.
9. 30-Year Manufacturer's Warranty – Full system, no-dollar-limit on replacement warranty that covers labor and materials to protect Owner from roof leaks caused by defects in materials or workmanship.

## **Standard Terms and Conditions:**

1. **Competition.** Lewis and Clark County encourages free and open competition among bidders. Whenever possible, specifications, bid 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 Bidder's signature on this proposal guarantees that the prices quoted have been established without collusion with other eligible bidders and without effort to preclude Lewis and Clark County from obtaining the lowest possible competitive price.

Prior to the award of the contract, bids may be held by Lewis and Clark County for a period not to exceed 30 days from the date of the opening of bids for the purpose of reviewing bids and investigating the qualifications of the bidders.

2. **Preparation of Bids.** Bids will be written in ink and/or typewritten on the bid forms furnished herewith. Erasures and alterations must be initialed by the Bidder in ink. No verbal bids shall be accepted. The Bidder agrees that the bid shall be good and may not be withdrawn during the 30-day review period.
3. **Bid Items.** The Bidder warrants articles offered to conform to the specifications herein requested, to be fit and sufficient for the purpose manufactured, of good material and workmanship, and free from defect.
4. **Special Brands.** Brand name items or descriptions used in this proposal are specified solely for the purpose of indicating standards of quality, performance, and/or use desired. Any bid offering goods or sources which deviate from the specifications must be clearly indicated by the Bidder. Substitutions must be identified by the manufacturer and stock number and complete descriptive literature must be included with the bid. Goods delivered which do not conform to the contract terms, conditions, or specifications may be rejected and returned at the contractors' expense. Any bid for foreign produced products shall be so indicated and the source of supply noted for each item.
5. **Packaging.** Unless otherwise stipulated, no charges will be allowed for packing, wrapping, bags, containers, reels, etcetera. All items shall be packed in accordance with prevailing commercial practices and in such a manner as to ensure delivery in good condition and as specified herein.
6. **Delivery/Shipping.** Goods shall be prepaid, Free on Board (FOB) destination. In the event the contract terms specify FOB shipping point, shipping charges will be prepaid and itemized as a separate item on invoicing. Such shipments shall be via the least expensive common carrier unless otherwise stipulated. Lewis and Clark County reserves the right to reject Cash on Delivery (COD).
7. **Warranty.** Bidders agree to provide a warranty for product on offer and perform all warranty and maintenance services in a professional and timely manner and acknowledge that they will be liable for any breach of this warranty.
8. **Cash Discount.** Bidders may quote a cash discount, provided it is based on a period of 30 days or more. A shorter period will not be considered in determination of a low bid. Any

cash discount as part of this contract will be computed from the date of receipt of a properly executed claim or the date of completion of delivery of all items in satisfactory condition, whichever is later.

9. Excise Taxes. Lewis and Clark County is exempt from federal excise taxes (FET). Exemption certificates will be furnished upon request.
10. Acceptance/Rejection of Bids. Lewis and Clark County reserves the right to accept or reject any or all bids, wholly or in part, and to make awards in any manner deemed in the best interest of the County.
11. All-or-None Proposals. Bidders may submit alternate proposals on an all-or-none basis but are required to submit a primary quotation on an item-by-item basis to be considered for either type of award.
12. Bid Determination. The basis of the award will be dependent on the most responsible bid submitted with consideration given to the following criteria:
  - a. Purchase price.
  - b. Manufacturer.
  - c. Warranty.
  - d. Schedule.
  - e. Analysis and comparison with similar or related materials.
13. Tabulation. In the event that a quotation is entered in which the unit price and extension do not agree, the unit price shall prevail.
14. Bid Proposal Worksheet. Bidders are required to complete all Bid Proposal Worksheets and must provide a detailed proposed specification packet with the bid. Any variance to specifications the Bidder wishes to seek consideration for must be clearly stated in the section provided on the Bid Proposal Worksheet.
15. Nondiscrimination. In accordance with federal and state laws, the Bidder 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:
  - a. Employment upgrading.
  - b. Demotion or transfer.
  - c. Recruitment or recruitment advertising.
  - d. Lay-offs or terminations.
  - e. Rates of pay or other forms of compensation.
  - f. Selection for training; or
  - g. Rendition of services.

Bidders and the awardee shall comply with all federal, state, and local laws, rules, and regulations. Bidders and the awardee and any of the Bidders' 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 contractor who is in violation of this clause shall be barred forthwith from receiving awards of any solicitation from Lewis and Clark County unless a satisfactory showing is made that discriminatory practices have ceased, and the recurrence of such acts is unlikely.

16. Nondiscrimination Against Firearms Entities/Trade Associations. Pursuant to Section 30-20-301, Montana Code Annotated, Contracts with a value of at least \$100,000 with companies that have at least 10 full-time employees require the Contractor to certify that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of the contract against a firearm entity or firearm trade association.
17. OSHA, DEQ, and EPA Requirements. Contractor shall meet OSHA, DEQ, and EPA requirements and specifications on all aspects of project.
18. Bid Consideration. No bid will be considered unless accompanied by a bid bond, bank draft, money order, or certified check in the amount of not less than ten (10) percent of the total bid.
19. Trade Secrets. In order for a bidder to request that documents submitted with bid be kept confidential, a notarized Affidavit for Trade Secret Confidentiality shall be provided by the Bidder’s attorney acknowledging that material included in a bid is open to public inspection except for information that meets the provisions of Montana’s Uniform Trade Secrets Act. Trade secrets contained in the bid must be clearly marked and separate from materials that are open for public inspection. Bidders 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.
20. 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 bidder (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.

21. 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.
22. Protest Procedure. A bidder aggrieved in connection with the solicitation or bid award may protest in accordance with the procedure outlined in the Lewis and Clark County purchasing policy.

### **Specific Terms and Conditions**

1. Contractor Registration – Contractor shall be registered in order to bid on this Project. Registration shall be per Montana Code Annotated 39-9-201. All subcontractors whose portion of the work is over \$2,500 will be required to submit proof of registration with the Department of Labor and Industry.
2. Permits – Contractor is responsible for obtaining all required permits for construction. Copies of permits must be provided to the Owner prior to demolition.
3. Inspection - Prior to demolition, the Contractor is responsible for obtaining an asbestos inspection by a Montana-accredited asbestos inspector, a copy of the project permit and stamped demolition notification must be kept onsite during demolition and construction activities.
4. Montana Public Works Standard Specifications – All work shall be done in accordance with Montana Public Works Standard Specifications Seventh Edition (April 2021), and all subsequent addenda.
5. Contractor's Gross Receipts Tax – All contractors or subcontractors working on a public funded project are required to pay or have withheld from earnings one percent (1%) of the gross contract price. This tax applies to public contracts of 80 thousand dollars (\$80,000) and above.
6. Owner Occupancy – The Owner will occupy the site and the existing building during the entire period of construction. Cooperate fully with the authorized representative during construction operations to minimize conflicts and to facilitate the Owner's usage. Perform the work as not to interfere with the Owner's operations.
7. Contractor Use of Premises – The Contractor shall limit use of the premises to work indicated, so as to allow for Owner occupancy and use.
  - a. Use of Site – confine operations at the site to the areas permitted under the contract. Portions of the site beyond areas on which work is indicated are not to be disturbed. Conform to site rules and regulations affecting the work while engaged in project construction.
  - b. Use of Existing Building – Maintain the existing building in a safe and weathertight condition throughout the construction period. Repair damage caused by construction operations. Take all precautions necessary to protect the building and its occupants during the construction period.

8. Contractor's Space – Space on/or adjacent to the premises will be made available for storage and related activities, provided that its use will not interfere with the Owner's operations. Wherever practicable, the space shall be fenced, barricaded, or otherwise blocked off from the public or building occupants to prevent unauthorized entry into the space. Arrange for such space through the City of Helena and the Owner's authorized representative.
  - a. Contractor will not be allowed to use bathroom facilities inside the building. Contractor shall provide alternative arrangements for toilet facilities for Contractor's employees and subs.
9. Site Restoration – Contractor shall ensure that all fasteners, nails, screws, etc. are accounted for and not allowed to remain on the ground. Contractor must rake dirt and go over the work site with a roller magnet.
10. Disposal – Owner prefers the demolition waste be taken to the Lewis and Clark County Landfill located at 4075 Deal Lane, (406) 457-8521. The Class IV Construction and Demolition tipping fee is \$21.00 per ton.

### **Labor Requirements**

All employees employed on the Project will be paid wages at rates as may be required by the laws of the State of Montana in accordance with Montana Prevailing Wage Rates for Building Construction 2024 established by the Montana Department of Labor and Industry.

Contractor must submit certified payrolls for all employees and employees of subcontractors within one week of issuing each respective payroll. Certified payrolls must be numbered sequentially and submitted on a weekly basis whether or not work was performed. If no work was performed, the Contractor should note this on the payroll.

### **Bond & Insurance Requirements**

The successful Contractor shall furnish an approved Performance Bond and a Labor and Materials Payment Bond, each in the amount of one hundred percent (100%) of the contract amount.

Contractor agrees to 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) for each occurrence (minimum) and two million dollars (\$2,000,000.00) aggregate.

Contractor 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 prior to commencing Project. Lewis and Clark County must be listed as an additional insured on the general liability insurance certificate.

### **Examination of Specifications and Site of Work**

Prospective Bidders shall make a careful examination of the site of the Project, improvements to be protected, disposal sites for surplus materials not designated to be salvaged materials, as to methods of providing ingress and egress to property and methods of handling traffic during construction of the entire Project.



Bidders, including both the General Contractor as well as Subcontractors are required, before submitting any proposal, to read all of the specifications, proposal, contract, and bond forms carefully, to visit the site of the work, to examine carefully the local conditions, to inform themselves of the difficulties to be encountered, and judge for themselves of the accessibility of the work, and all attending circumstances affecting the cost of the work, or time required to make an intelligent proposal.

No information given by the Owner or any officials thereof, other than that contained in the specifications, proposal, and other documents, shall be binding upon the Owner. Bidders shall rely upon their own estimates, investigations, tests, and other data which are necessary for full and complete information upon which the proposal may be based. It is mutually agreed that submission of a proposal is evidence that the Bidder has made the examinations, he will enter into the usual contract with the Owner.

### **Pre-Bid Conference**

A pre-bid conference will be held at the time and location stated in the invitation or advertisement to bid. Bidders are encouraged to attend and participate in the conference.

## BID PROPOSAL WORKSHEET

Return To: Lewis and Clark County  
 Board of County Commissioners  
 316 N. Park Avenue, Room 345  
 Helena, MT 59623

**Bids must be submitted no later than Monday, July 1, 2024 by 4:00 p.m. local time.**

**THE UNDERSIGNED BIDDER** has become familiar with the Project solicited by Lewis and Clark County through the Specifications. The Bidder agrees to follow and abide by all laws required in the State of Montana and Lewis and Clark County. The Bidder, having satisfied himself of the Project, does submit the offer as follows:

**THE BIDDER HEREBY PROPOSES AND AGREES**, if this offer is accepted, to enter into a Contract and assumes all obligations, duties, and responsibilities specified herein for the following unit prices and lump sum.

### BASE BID

Thermoplastic Polyolefin Membrane Roof

ITEM #	ITEM DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	TOTAL
1	MOBILIZATION, BONDING, INSURANCE	LS	1		
2	DEMOLITION & DISPOSAL	LS	1		
3	½" PLYWOOD SHEATHING, INSTALLED	EA	5		
4	2 LAYERS 2.6" POLYISIO INSULATION	SF	12,900		
5	COVER BOARD	SF	12,900		
6	THERMOPLASTIC POLYOLEFIN MEMBRANE	SF	12,900		
7	30-YEAR NO-DOLLAR LIMIT WARRANTY	LS	1		
<b>TOTAL</b>					<b>\$</b>
Total written in words:					

**Thermoplastic Polyolefin Membrane Manufacturer and Phone Number:**

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**Attach copy of manufacturer's certification of training for TPO installation to Bid Proposal Worksheet.**

**Earliest Possible Start Date:** \_\_\_\_\_

**Number of Construction Days:** \_\_\_\_\_

## BID PROPOSAL WORKSHEET

**THE UNDERSIGNED BIDDER HEREBY CERTIFIES** that:

1. This offer is genuine and is not made in the interest of, or on the behalf of, any undisclosed person or firm, and is not submitted as a result of any agreement with any association, corporation, or group.
2. The Bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham offer.
3. The Bidder has not solicited or induced any person or firm to refrain from bidding.
1. The Bidder has not sought by collusion to obtain any advantage over any other bidder or over Lewis and Clark County.
2. The Bidder, their material suppliers, sub-contractors, etc. has visited the site of the work and has carefully examined the entire set of Contract documents pertaining to the work covered by the above bid.

Business Legal  
Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Contact Person: \_\_\_\_\_ E-Mail: \_\_\_\_\_

Address: \_\_\_\_\_ Federal Tax ID#: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_ Federal UEI #: \_\_\_\_\_

Contractor Reg. #: \_\_\_\_\_

Signature of authorized company official approving the bid as submitted:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Authorized Company Official Signature

\_\_\_\_\_  
Notary Signature

(Notary Seal)

## 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.** Bidder 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.** Bidder 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, Bidder 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 Bidders to obtain and provide to the County their Unique Entity Identification (UEI) prior to execution of the Contract. Bidders can obtain or look up their UEI through the System for Award Management, available at [www.sam.gov](http://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 Bidder is required to verify that none of Bidder'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 Bidder 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 Bidder 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 Bidder 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 Bidder 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\***. Bidder 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. BIDDER 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 - Bidder must sign the certification on the last page of this exhibit.

6. **Access to Records.** The Bidder 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 Bidder which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions. The Bidder 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 Bidder 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 Bidder 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 Bidder 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 Bidder 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.

Bidder 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).** Bidder 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 Bidder 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 Bidder 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), Bidder 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), Bidder 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 Bidder and any of the Bidder’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.

## 31 CFR Part 21 – New Restrictions on Lobbying - CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of their knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit [Standard Form-LLL](#), "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all contractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Ch. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

\_\_\_\_\_  
Signature of Contractor's authorized official

Date: \_\_\_\_\_

\_\_\_\_\_  
(Print name of person signing above)

\_\_\_\_\_  
(Print title of person signing and name of organization above)



## Lewis and Clark County Grants and Purchasing Department

### **Nondiscrimination Against Firearms Entities/Trade Associations.**

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

### **Verification of Nondiscrimination Against Firearms Entities/Trade Associations.**

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

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

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

No. I cannot confirm.

Signed:

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Date:

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