

Lewis and Clark County, Montana
Invitation for Bids
2025 Fairgrounds Asphalt Supply

Notice is hereby given that the Board of County Commissioners of Lewis and Clark County, Montana is soliciting competitive bids from interested parties in providing for the purchase of bituminous asphalt pavement.

The complete solicitation is available online at

<https://www.lccountymt.gov/Government/Grants-and-Purchasing/Bids-and-Proposals-Current>.

Questions related to this solicitation must be directed only to the designated point of contact for this solicitation: Jade Wills, Administrative Assistant II, jwills@lccountymt.gov. A cone of silence is established for this solicitation which prohibits any bidder, or entity with financial interest in the bid 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 bids to be delivered to the Lewis and Clark County Commissioner's Office, located at the City-County Administrative Building, 316 North Park Avenue, Room 345, Helena, MT is on or before 4:00 PM local time on Monday, April 14, 2025. The sealed envelope containing the bid must be labeled, "2025 Fairgrounds Asphalt, Bid Enclosed." Bids received by this deadline will be unsealed publicly on Tuesday, April 15, 2025, beginning at 9:00 AM local time in Room 330 of the City-County Administrative Building. Late bids are not accepted.

All bids must be accompanied by a bid bond or other form of security as specified in Montana Code Annotated 18-1-203, payable to Lewis and Clark County, in an amount of no less than ten percent (10%) of the total bid. Bids received without the required bid security will be deemed nonresponsive.

The successful bidder shall furnish an approved performance bond and labor and materials payment bond each in the amount of one hundred percent (100%) of the contract amount.

Small business enterprises (SBE), minority business enterprises (MBE), women business enterprises (WBE), veteran businesses enterprises (VBE), and disadvantaged business enterprises (DBE) are encouraged to participate in this solicitation.

The County reserves the right to reject any or all bids received, to waive informalities, to postpone the award of the solicitation for a period not to exceed 60 days, and to accept the bid that is in the best interest of the County. Bidders 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. Bids become the property of Lewis and Clark County. The County is not responsible for costs associated with preparing a bid.

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Standard Terms and Conditions:

By submitting a bid to this Invitation for Bids, the Bidder agrees to acceptance of the following Standard Terms and Conditions and any other provisions that are specific to this solicitation.

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 Notice of Intent to Award, bids may be held by Lewis and Clark County for a period not to exceed 60 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 60-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 vendors' 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 60 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. Product availability;
 - c. Product specifications.
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;
 - i. Rates of pay or other forms of compensation;
 - ii. Selection for training; or
 - iii. 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 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 vendor 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.

16. OSHA and EPA Requirements. The equipment shall meet OSHA and EPA requirements and specifications on the date of the bid opening.
17. 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.
18. Public Inspection of Bids. Except as otherwise stated in these terms and conditions, all information received in response to this IFB is deemed public information and will be available for public viewing and copying after the Notice of Intent to Award is issued.
19. Trade Secrets. In order for a bidder to claim information is protected under Montana's Uniform Trade Secrets Act, 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. Claims of Confidentiality and Personal Safety. In order for a Bidder 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. Bidders 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 Bidder chooses to oppose. The Bidder 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 Bidder will immediately withdraw its opposition to the records request and permit the County to release the documents for examination. The County will inform the Bidder in writing of any open records request that is made, and the Bidder will have three working days from

receipt of the notice to notify the County in writing whether the Bidder 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.

21. 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.

22. 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.
23. 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 procurement policy.

Nondiscrimination Against Firearm Entities/Trade Associations. Per Montana Code Annotated 30-20-301, a Bidder 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 Bidder shall not discriminate during the term of the contract against a firearm entity or firearm trade association.

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. 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.
3. ~~Contractor's Gross Receipts Tax. All contractors or subcontractors performing public construction work 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.~~
4. Performance and Payment Bonds. 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.
5. Insurance Requirements. 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.

Project Description:

Lewis and Clark County is soliciting bids to supply and deliver MPW PG70-28 Grade B asphalt for the fairgrounds paving project with work anticipated between July 7, 2025 and September 15, 2025.

The project is located at the Lewis and Clark County Fairgrounds, 98 W. Custer Ave., Helena, Montana, and will be funded using American Rescue Plan Act (ARPA) grant dollars.

Asphalt Supply Specifications:

Material shall meet the requirements of Montana Public Works Standard Specifications Seventh Edition, Section 02510, Asphalt Concrete Pavement, for the following grade of bituminous asphalt:

MPW PG70-28 Grade B

The cost of the bituminous asphalt pavement will include delivery of the asphalt to the Fairgrounds paving project. The asphalt pavement will be placed and compacted by the Owner. The contractor must be capable of providing, in end dump or transfer trucks, up to 500 tons of MPW PG70-28 Grade B bituminous asphalt mix daily, Monday through Thursday, during the hours of 7:00 a.m. and 5:00 p.m., excluding holidays. Up to 200 gallons of undiluted SS-1h tack oil (or equivalent), will be picked up within a fifteen-mile radius of the Fairgrounds project and delivered to the project by the Owner during the same timeframe. The tack oil will be diluted by the Owner.

The approved mix design shall be current within two years from the issuance of award.

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, April 14, 2025, by 4:00 p.m. local time.

THE UNDERSIGNED BIDDER has become familiar with the product solicited by Lewis and Clark County through the bid 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 equipment specifications, does submit the offer as follows:

THE BIDDER HEREBY PROPOSES AND AGREES, if this offer is accepted, to enter into an Agreement and assumes all obligations, duties, and responsibilities specified herein for the following unit price.

SCHEDULE 1 UNIT PRICE BID

Description	Unit	Est. Quantity	Unit Price	Extended Price
MPW PG70-28 Type B Bituminous Asphalt <u>Delivered</u> to Lewis and Clark County Fairgrounds (includes energy/fuel surcharge for asphalt production)	Ton	3,790		
SS-1h or equivalent, Undiluted Tack Oil (picked up by Owner)	Gallon	1,950		
Total Bid Price Written in Words:				

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.
4. The Bidder has not sought by collusion to obtain any advantage over any other bidder or over Lewis and Clark County.
5. The Bidder, has examined and carefully studied the Bidding Documents and any data and reference items identified in the Bidding Documents and hereby acknowledges receipt of the following addenda (if applicable).

Addendum No.

Addendum, Date

_____	_____
_____	_____

Business Legal Name: _____

Phone: _____

Contact Person: _____

E-Mail: _____

Address: _____

Federal Tax ID#: _____

City, State, Zip: _____

Federal UEI #
(optional): _____

Signature of authorized company official approving the bid as submitted:

Name: _____

Title: _____

Date: _____

Authorized Company Official Signature

Notary Signature

(Notary Seal)

PLEASE ATTACH HERE

- **Bid Security**
- **Approved Bituminous Asphalt Mix Design**

APPENDIX A

The contract to which this addendum is attached is made using federal assistance provided to Lewis and Clark County by the US Department of Treasury under the American Rescue Plan Act (“ARPA”), Sections 602(b) and 603(b) of the Social Security Act, Pub. L. No. 117-2 (March 11, 2021).

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

1. **Equal Opportunity.** CONTRACTOR 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.** CONTRACTOR 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, CONTRACTOR 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. **Suspension and Debarment.** This contract is a covered transaction for purposes of 2 CFR pt. 180 and 2 CFR pt. 3000. As such, the CONTRACTOR is required to verify that none of CONTRACTOR’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 CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR further agrees to include a provision requiring such compliance in its lower tier covered transactions.

4. **Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352, as amended***. CONTRACTOR 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. CONTRACTOR 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 - CONTRACTOR must sign the certification on the last page of this exhibit.

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

6. **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.
7. **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.

8. **Clean Air Act & Federal Water Pollution Control Act. (applies to purchases of more than \$150,000.)** The CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR 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.

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

9. **Prohibition on certain telecommunications and video surveillance services or equipment (Huawei and ZTE)**. CONTRACTOR 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.

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

11. **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.”
12. **Increasing Seat Belt Use in the United States.** Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), CONTRACTOR 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.
13. **Reducing Text Messaging While Driving.** Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), CONTRACTOR 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.
14. **Title VI of the Civil Rights Act of 1964 – Protections to persons with Limited English Proficiency.** The CONTRACTOR and any of the CONTRACTOR’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.

15. **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.

16. **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).

17. **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.

- This form is required only for purchases of more than \$100,000 -

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 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.

Signature

Date

Print Name and Title of Person Signing Above

Print Name of Organization

Appendix B

LEWIS AND CLARK COUNTY INDEPENDENT CONTRACTOR CONTRACT

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 "CONTRACTOR", whose address is [Street, City, State, Zip Code]; phone number is [(XXX) XXX-XXXX]; Montana Contractor Registration Number is [XXXXXX]; and Federal Employee Identification Number is [XX-XXXXXX].

THE PARTIES AGREE AS FOLLOWS:

1. **SCOPE OF SERVICES:** CONTRACTOR 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 CONTRACTOR as an independent contractor to complete and perform the scope of services. It is understood by the parties hereto that CONTRACTOR is an independent CONTRACTOR 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. It is further understood that pursuant to section 39-71-401, MCA, CONTRACTOR has obtained, and shall maintain at its expense for the duration of this Contract, coverage in a workers' compensation plan for its principals and employees for the services to be performed hereunder. COUNTY shall not have control over the performance of this Contract by CONTRACTOR or its employees, except to specify the time and place of performance. No changes to key personnel may be made by CONTRACTOR without consent of COUNTY. COUNTY shall not be responsible for security or protection of CONTRACTOR'S supplies or equipment.
3. **WARRANTY:** CONTRACTOR warrants that all services shall be performed in a professional manner. CONTRACTOR 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 CONTRACTOR is [Officer's Name, Officer's Title] or their designee. CONTRACTOR'S designated liaison with COUNTY is [Name of Individual in Company].
5. **EFFECTIVE DATE AND TIME OF PERFORMANCE:** CONTRACTOR shall commence work [a] by Month Day, Year or [b] upon approval of this Contract by both parties and shall complete the described work by [Month Day, Year].
6. **COMPENSATION:** For the satisfactory completion of the scope services, COUNTY shall pay CONTRACTOR time and materials for a total sum not to exceed [Amount of Dollars/Cents (\$X,XXX.XX)]. CONTRACTOR 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. Additionally, COUNTY shall withhold at least one thousand dollars (\$1,000.00) of the total Contract price pursuant to section 18-2-404 (2), MCA, until the termination of this Contract, but may not withhold more than five percent (5%) of the total Contract price pursuant to section 18-2-316, MCA, if CONTRACTOR is performing by the terms of this Contract.

7. **CONFLICT OF INTEREST:** CONTRACTOR 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. CONTRACTOR further covenants that in performing this Contract it shall employ no person who has 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. CONTRACTOR 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 CONTRACTOR 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 for the specific purpose intended shall be at the COUNTY 's sole risk and without liability or legal exposure to CONTRACTOR. 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:** CONTRACTOR 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 CONTRACTOR's performance of this Contract except for liability arising out of concurrent or sole negligence of COUNTY or its officers, agents or employees. Further, CONTRACTOR shall indemnify, hold harmless, and defend COUNTY against all claims, demands, damages, costs, expenses or liability arising out of CONTRACTOR'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:** CONTRACTOR 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. 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 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.

CONTRACTOR shall provide sufficient Performance Bond or an irrevocable letter of credit, drawn or issued by any federal or state-chartered bank or savings and loan association that is insured by or for which insurance administered by the federal deposit insurance corporation or a credit union insured by the national credit union share insurance fund in an amount equal to one hundred percent (100%) of the approximate total amount guaranteeing the full and faithful execution of the work and performance of the Contract.

CONTRACTOR shall provide a good and sufficient Payment Bond or an irrevocable letter of credit, drawn on or issued by any federally or state-chartered bank or savings and loan association that is insured by or for which insurance administered by the federal deposit insurance corporation or a credit union insured by the national credit union share insurance fund in an amount equal to one hundred percent (100%) of the approximate total amount guaranteeing the full and proper protection of all claimant's supplying labor and materials in the execution of the work provided for and for the use of each such claimant.

12. **COMPLIANCE WITH LAWS:** CONTRACTOR shall comply with applicable federal, state, and local laws, rules and regulations. CONTRACTOR 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. CONTRACTOR is responsible for obtaining any and all permits required to perform the Contract. CONTRACTOR shall also comply with the applicable laws, rules, and regulations provided in **Exhibit X** of this agreement.
13. **NONDISCRIMINATION:** CONTRACTOR 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. **PREFERENCE:** CONTRACTOR unequivocally agrees to give preference to the employment of bona fide Montana residents in compliance with MCA 18-2-403 (1). Pursuant to MCA 18-2-409, except for projects involving the expenditure of federal aid funds or where residency preference laws are specifically prohibited by federal law, the CONTRACTOR shall ensure that at least 50% of the workers of the CONTRACTOR (including workers employed by subcontractors) working on the project shall be bona fide Montana residents.
15. **SPECIAL FUEL TAX:** *This Section only applies if CONTRACTOR is doing work pertaining to a public road.* As stated in the Montana Codes Annotated (MCA) 15-70-403(8-9), fuels used by CONTRACTOR and their subcontractor(s) in connection with any work performed under contracts pertaining to the construction, reconstruction, or improvement of a highway or street and its appurtenances awarded by any public agencies, including federal, state, county, municipal or other political subdivisions, must be fuel on which Montana fuel tax has been paid.
16. **CONTRACTOR'S GROSS RECEIPTS TAX:** ~~*This Section only applies if the Contract value*~~

~~exceeds eighty thousand dollars (\$80,000). All CONTRACTORS or subcontractors performing public construction work are required to comply with Title 15, Chapter 50, MCA and pay or have withheld from earnings one percent (1%) of the gross contract price.~~

17. 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.
18. 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.
19. 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.
20. 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 CONTRACTOR for completed and accepted work within thirty (30) days of termination. CONTRACTOR shall not be entitled to payment for incomplete or unacceptable work.

COUNTY:

CONTRACTOR:

Date: _____

Date: _____

Candace Payne, Chair
Board of County Commissioners
Lewis and Clark County

[Individual's Name]
[Individual's Title Within the Company]
[Company's Name]

ATTEST:

State of _____

County of _____

Amy Reeves, Clerk and Recorder

This instrument was acknowledged before me
on _____ (date)
by [Individual's Name] as [Individual's Title
Within the Company] of [Company's Name].

(Seal)

(Signature of Notarial Officer)

(Seal)