

INVITATION TO BID

The Lewis and Clark County Public Works Department is soliciting competitive bids from interested parties in providing for the purchase of bituminous asphalt pavement.

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. Copies of the 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 Tuesday, July 9 at 3:00 p.m. local time in the Public Works Weed District Conference Room, located at 3402 Cooney Drive, Helena, Montana. Lewis and Clark County strongly urges interested bidders 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, product availability, 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 15. The envelope containing the sealed bid will be labeled with the Bidder's name, address, and "Fairgrounds Asphalt Bid Enclosed".

Bids will be opened and read aloud at the public meeting of the County Commissioners on Tuesday, July 16 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 contract 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 Funding Agency Special Provisions.

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

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Lewis and Clark County is soliciting bids to supply MPW PG70-28 Grade B asphalt for the fairgrounds paving project.

The project has a finite budget and has, therefore, been separated into two schedules based upon priority. The bid will be awarded based on one of two scenarios: either schedule 1 low bid if within available funding or schedule 2 low bid if the schedule 1 low bid is above available funding. All awarded work will be awarded to a single bidder.

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.

Material Specifications:

Asphalt Supply

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

This material supply bid will include both Schedule 1 and Schedule 2. The supplier will be required to complete both schedules. Schedule 1 and Schedule 2 are referenced as follows:

SCHEDULE 1

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, 600 to 800 tons of MPW PG70-28 Grade B bituminous asphalt mix daily, Monday through Thursday, between August 12, 2024, and September 30, 2024, during the hours of 7:00 a.m. and 5:00 p.m., excluding the Labor Day holiday. Approximately 175 to 250 gallons of undiluted SS-1 tack oil (or equivalent), would 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.

SCHEDULE 2

The MPW PG70-28 Type B bituminous asphalt and the SS-1 Tack Oil (or equivalent), shall be supplied within a fifteen-mile radius of the Lewis and Clark County Fairgrounds and will be picked up, transported, placed, and compacted by the Owner. The contractor must be capable of providing 600 to 800 tons of MPW PG70-28 Grade B bituminous asphalt mix daily and 175 to 250 gallons of undiluted tack oil daily, between August 12, 2024, and September 30, 2024, during the hours of 7:00 a.m. and 5:00 p.m., excluding the Labor Day holiday. The tack oil will be diluted by the Owner.

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

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. 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.
 - 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.
23. Prebid 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 15, 2024, 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 to Lewis and Clark County Fairgrounds</u> (includes energy/fuel surcharge for asphalt production)	Ton	8,458		
SS-1 or equivalent, Undiluted Tack Oil (picked up by Owner)	Gallon	2,620		
Total Bid Price Written in Words:				

SCHEDULE 2 UNIT PRICE BID

Description	Unit	Est. Quantity	Unit Price	Extended Price
MPW PG 70-28 Type B Bituminous Asphalt- <u>Picked up by Owner</u> (includes energy/fuel surcharge for asphalt production)	Ton	8,458		
SS-1 or equivalent, Undiluted Tack Oil (picked up by Owner)	Gallon	2,620		
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 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.

In submitting this Bid, Bidder represents that 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:

<u>Addendum No.</u>	<u>Addendum, Date</u>
_____	_____
_____	_____

Business Legal Name: _____ Phone: _____

Contact Person: _____ E-Mail: _____

Address: _____ Federal Tax ID#: _____

City, State, Zip: _____ Federal UEI #: _____

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**

Exhibit A

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.

Exhibit A

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.

Exhibit A

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

Exhibit A

- 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.

Exhibit A

- 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

Exhibit A

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:

Date:
