



MISSOULA COUNTY REQUEST FOR QUALIFICATIONS (RFQ)

RFQ Title: Marshall Mountain Park – Base Area Redevelopment Project (design and engineering)

RFQ Due Date and Time: May 21, 2026 @ 5:00 p.m.

ISSUING DEPARTMENT INFORMATION

Procurement Officer:
Lester Bracey, Missoula County Auditor and
Procurement Officer

Issue Date:
April 20th, 2026

Procurement Officer Address:
Missoula County
199 W Pine St
Missoula, MT 59802

**Procurement Officer Email and Telephone
Number:**
lbracey@missoulacounty.us
(406) 258-3526

OFFEROR SUBMITTAL INSTRUCTIONS

Return Submission to:
Lester Bracey
lbracey@missoulacounty.us

Subject Line Must Be Titled:
Marshall Mountain Park – Base Area
Redevelopment Project (design and engineering)

RFQ Response Due Date:
May 21, 2026 @ 5:00 p.m.

OFFEROR CONTACT INFORMATION AND AUTHORIZATION

Offeror Name/Address:

Authorized Offeror Signature:

Print name and sign in ink.

Offeror Phone Number:

Offeror FAX Number:

Offeror Email Address:

OFFERORS MUST RETURN THIS COVER SHEET WITH RFQ RESPONSE

INSTRUCTIONS TO OFFERORS

Follow the format presented in the RFQ. Points may be deducted during scoring for deviations from the prescribed format.

Provide complete answers or descriptions. Read all questions and requirements, and provide clear, concise responses. Do not assume Missoula County or the selection committee will have any familiarity with the firm's capabilities. Statements of Qualifications are evaluated solely on the information and materials provided in the response.

Adhere to the Submission due date. Late Statements of Qualifications will **NOT** be accepted.

The following items must be included in the submission to be considered responsive:

- Signed Cover Sheet;
- Signed Acknowledgment of Addenda (if any);
- All mandatory Submission requirements;
- Correctly executed Missoula County "Affidavit for Trade Secret Confidentiality", if the Submission contains confidential or proprietary information as defined in MCA Title 30, Chapter 14.

RFQ TIMELINE

EVENT	DATE
RFQ issue date	April 20 th , 2026
Pre-Submission conference	April 30 th , 2026 – 10 a.m. - 2 p.m.
Deadline for submitting written questions	May 7 th , 2026 5:00 p.m.
Written responses posted to County website	May 14 th , 2026 at 5:00 p.m.
RFQ response due date	May 21 st , 2026 at 5:00 p.m.
Offeror interviews	If necessary
Contract award	TBD (target date of June 25 th , 2026)

There will be a pre-submission conference available on **April 30th, 2026 between 10 a.m. - 2 p.m.** During this time, the Owner representatives will make themselves available to walk the existing space with proposing firms. Walkthroughs are to be scheduled by contacting Jackson Lee (Owner's representative) by email or by phone: Email: jlee@missoulacounty.us. Phone: 406-258-4655

These walkthroughs are not a requirement for acceptance of a proposal from a proposing firm but are highly encouraged. Following the walkthroughs, all project/contract related questions are to be sent to the listed procurement officer (Lester Bracey) and Missoula County will provide an addendum response.

SECTION 1 - RFQ OVERVIEW

INTRODUCTION

Missoula County (Owner) is seeking a multi-disciplinary team to lead up the remaining design and engineering associated with the Marshall Mountain Park Base Area Redevelopment project. The scope of work includes but is not limited to: architectural design, structural design, electrical engineering, water system engineering, and landscape design.

Marshall Mountain Park (MMP) is a 480-acre public park owned and operated by Missoula County. Missoula County acquired the property in March 2024 after an extensive public engagement process demonstrated its importance to the community. Six main partner organizations – the City of Missoula, Friends of Marshall Mountain, the Missoula Mountain Bike Coalition, Missoula Adaptive Recreation and Sports, the Montana Backcountry Alliance and Run Wild Missoula – are involved at the ground level, ensuring the park evolves in a way that reflects its legacy, elevates tenets of outdoor accessibility, and maintains all-season opportunity. Improvements to date are limited to site access and safety improvements, new trail construction, and deferred maintenance of base area facilities and trail amenities. Physical address of the park property is 5250 Marshall Canyon Road Missoula MT 59802.

The project is funded through a combination of local, federal and private funding. This is a conditional RFQ. Moving forward with contract execution and notice to proceed is contingent upon Missoula County receiving a Land and Water Conservation Fund (LWCF) grant award from the National Park Service and having a grant agreement in place. Award is anticipated April 2026.

The purpose of this project is to (1) redevelop the water system to bring it into compliance with DEQ standards and make drinking water available to the general public and County staff. The new or upgraded system will utilize the existing spring or an alternative well source and will provide operating capacity for uses such as irrigation, water fountains, and base building service; (2) modernize and reconfigure electrical service, removing outdated or unsafe components (e.g., overhead lines and utility boxes) and providing dependable power for irrigation, the drinking water system, the base building, and lighting/outlet needs at the immediate base area; (3) convert the former ski lift terminal into a shade shelter to provide a space for year-round gathering and refuge; and (4) create an entrance portal (main trailhead) into MMP with supporting amenities.

The selected firm will be responsible for evaluating the existing design/engineering documents associated with these improvements, meeting with staff and project partners, and preparing construction ready designs and engineered plans (including all consultants as deemed necessary by the proposing firm) that address the previously stated project needs. Construction administration services are also being considered as part of this RFQ dependent on budget availability.

This RFQ does not commit the Owner to enter an agreement, to pay expenses incurred in preparing a response to this request, or to procure or contract for supplies, goods, or services. The Owner reserves the right to accept or reject any and all responses received as a result of the RFQ, if it is in the Owner's best interest to do so. Missoula County reserves the right to waive any and all irregularities or informalities, and to determine what constitutes any and all irregularities and informalities.

This procurement is governed by the Missoula County Purchasing and Contracts Policy and the laws of the state of Montana. The venue for all legal proceeding will be the Fourth Judicial District, Missoula County.

CONTRACT PERIOD

The selected proposing firm will be contracted for design services using Missoula County's Professional Service Agreement, an example of this agreement is located online at <https://www.missoulacounty.gov/departments/auditor/forms-resources/>

The Owner anticipates entering into a design contract as soon as possible, at the latest, we are looking to have a contract in place by **June 25th, 2026**. The contract period will end no later than **December 31st, 2027** (excludes warranty period).

SINGLE POINT OF CONTACT

The procurement officer will be the single point of contact for inquiries regarding this RFQ from the date issued until the selection is publicly announced. Offerors may not communicate with any County officials or staff regarding this procurement, except at the direction of the procurement officer; and any unauthorized contact may disqualify the offeror from further consideration. Contact information for the procurement officer is:

Procurement Officer: Lester Bracey, Missoula County Auditor
E-mail Address: lbracey@missoulacounty.us
Phone: 406.258.3526

OFFEROR QUESTIONS

Any questions or requests for clarification or interpretation of this RFQ must be addressed in writing to the **procurement officer** on or before **May 7th, 2026 at 5:00 p.m.** For purposes of this RFQ, "in writing" consists of email. Questions submitted must include:

- Company name and address;
- Contact information, including name, email address, telephone number, and fax number;
- Clear reference to the section, page, and item in question.

Questions received after the deadline will not be considered.

The County will provide a formal written addendum by **May 14th, 2026 at 5:00 p.m.** to questions received by the deadline. No other form of interpretation, correction, or change to this RFQ will be binding upon the County. Any addendum will be posted on the County's website, <http://missoula.co/rfp>.

An Acknowledgment of Addendum must accompany the RFQ response.

PREFERENCES

Please note the following three Missoula County Resolutions:

- Resolution No. 2020-061 A Resolution Giving Procurement Preference to Disadvantaged Business Enterprises
- Resolution No. 2020-076 Montana Registered Apprentice Program Resolution
- Resolution No. 2021-001 A Resolution Stating A Preference For Purchasing Goods And Services From Firms Based In Missoula County

GENERAL REQUIREMENTS

Mandatory Requirements of the RFQ

To be eligible for consideration, an offeror must provide all information requested in Section 4. A Submission that fails to provide any information requested may be deemed nonresponsive or be subject to deduction of points during scoring.

Understanding of Specifications and Requirements

By submitting a response to this RFQ, the offeror attests to an understanding of the specifications and requirements described herein and agrees to comply with such. Please note exhibits are included as part of this RFQ and are posted on the County website: Exhibit A – Marshall Mountain Park Conceptual Master Plan; Exhibit B – Spring System Diagram; Exhibit C – Electrical Feasibility Study (Plan Set and Base Scope).

Prime Contractor and Subcontractors

If this RFQ results in a contract award, the offeror selected will be the prime Contractor and shall be responsible for all work of any subcontractors. The Contractor shall be responsible to the County for the acts and omissions of all subcontractors or agents and of persons directly or indirectly employed by such subcontractors, and for the acts and omissions of persons employed directly by the Contractor. Furthermore, nothing contained within this document or any contract documents created from any contract awards derived from this RFQ shall create a contractual relationship between any subcontractor and the County.

Offeror's Signature

The submission must be signed by an individual legally authorized to bind the offeror. The offeror's signature is a guarantee that the Submission has been developed without collusion. The offeror shall provide proof of authority of the person signing the RFQ upon the County's request.

Offer in Effect for 120 Calendar Days

The offeror may not modify, withdraw, or cancel a Submission for a 120-day period following the RFQ due date.

SUBMISSION REQUIREMENTS

Submission Organization

Statements of Qualifications must be organized into sections that follow the format of this RFQ. Pages must be consecutively numbered.

Compliance with Instructions

Scoring points may be deducted for failure to comply with these instructions. Furthermore, a submission may be deemed nonresponsive and disqualified from consideration if it does not follow the response format, is difficult to read or understand, or is missing required information.

Extraneous or Outside Information

Selection and contract award will be based on the offeror's submission and the evaluation of other information outlined in this RFQ. Offeror responses may not include references to information located on Internet websites, in libraries, or at other external locations unless specifically requested in the RFQ. Such information will not be

considered, will have no bearing on any award, and may result in the offeror's disqualification from further consideration.

Copies Required and Deadline for Receipt of Statements of Qualifications

The Submission must be submitted to the County procurement officer by email.

Statements of Qualifications must be labeled with the Offeror's name and received by the procurement officer by the due date and time. The offeror is solely responsible for assuring delivery by the deadline.

Late Statements of Qualifications

Regardless of cause, late Statements of Qualifications will not be accepted and will be automatically disqualified from consideration.

Preparation Costs

The offeror is solely responsible for all costs incurred prior to contract execution.

SECTION 2 - RFQ STANDARD INFORMATION

AUTHORITY

This RFQ is issued under the authority of the Missoula County Purchasing and Contracts Policy. The RFQ process is a procurement option which allows the award to be based on evaluation criteria other than cost. Section 4 and 5 state the relative importance of all evaluation criteria, and only the evaluation criteria outlined in the RFQ will be used.

OFFEROR COMPETITION

The County encourages free and open competition to obtain quality, cost-effective services and products. The specifications contained in submission requests are designed to accomplish this objective.

PUBLIC INSPECTION OF STATEMENTS OF QUALIFICATIONS

Public Information

All information received in response to this RFQ, including copyrighted material, is deemed public information and with one exception will be available for public viewing and copying after the Submission deadline. All requests for information must be made through the County's website at:
<https://missoulacountymt.nextrequest.com/>.

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

Bona Fide Trade Secrets

Confidential information meeting the requirements of Title 30, Chapter 14, Part 4, MCA will be available for review only by the procurement officer, the evaluation committee members, and limited other designees.

Before the RFQ is made available to the public, the procurement officer will remove the confidential information if the following conditions are met:

- Confidential information is clearly marked and separated from the rest of the Submission.
- No confidential material is contained in the cost section.
- An affidavit from the offeror's legal counsel attesting to and explaining the validity of the trade secret claim is attached to the Submission. To make the trade secret claim, legal counsel must use the Missoula County "Affidavit for Trade Secret Confidentiality" form available at <https://www.missoulacounty.gov/media/despfs5q/msla-county-affidavit-for-trade-secret-confidentiality.pdf>

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

CLASSIFICATION AND EVALUATION OF STATEMENTS OF QUALIFICATIONS

Classification of Statements of Qualifications as Responsive or Non-responsive

All Statements of Qualifications will be classified as either "responsive" or "non-responsive." A Submission is considered "responsive" if it conforms in all material respects to the requirements of the RFQ. A Submission may be found non-responsive if:

- Required information is not provided;
- The proposal is inadequate as measured by criteria stated in the RFQ;
- The proposal does not conform to the specifications described and required in the RFQ.

If a Submission is found to be non-responsive, it will receive no further consideration.

Determination of Offeror Responsibility

The procurement officer and/or the selection committee will make a determination whether an offeror has met the standards of responsibility based on the requirements of the RFQ. Factors used to determine the responsibility may include whether the offeror has:

- The appropriate financial, material, equipment, or human resources to meet all contractual requirements;
- Planning and construction experience;
- Construction projects on an occupied site;
- A satisfactory record of integrity;
- The legal ability to contract with the County;
- Provided all information requested for use in the determination of responsibility; and
- A satisfactory record of past performance.

An offeror may be deemed "nonresponsible" at any time during the procurement process if information surfaces to support such a determination.

Evaluation of Statements of Qualifications and Offeror Interviews

The remaining Statements of Qualifications will be scored according to the evaluation criteria stated in **Section 4**. The selection committee may ask finalists to appear for interviews or to provide written responses to items requiring clarification. Any costs associated with interviews are the sole responsibility of the offeror.

County's Right to Investigate and Reject

The County may make such investigations as are deemed necessary to determine the ability of the offeror to provide the product or services specified. The County reserves the right to reject any Submission if the evidence obtained fails to satisfy the County that the offeror is properly qualified to perform the obligations of the contract. This includes the County's ability to reject a Submission based on negative references.

Offeror Selection and Contract Execution

After an evaluation of the offeror interviews and/or product demonstrations, the selection committee will recommend a contract award, which the procurement officer will communicate to the offeror selected. If the offeror does not accept all material terms of the County contract, the County may move to next ranked offeror or cancel the RFQ. The work described in the RFQ may begin only after the contract is signed by all parties.

COUNTY'S RIGHTS RESERVED

The RFQ in no way constitutes a commitment by the County to award and execute a contract. If such actions are deemed in its best interests, the County, in its sole discretion, reserves the right to:

- Cancel or terminate this RFQ;
- Reject any or all Statements of Qualifications received in response to this RFQ;
- Waive any undesirable, inconsequential, or inconsistent provisions of this RFQ;
- If awarded, suspend contract execution; or terminate the resulting contract if the County determines adequate county funds are not available.

SECTION 3 - SCOPE OF PROJECT

Project Background

Marshall Mountain Park (MMP) is a 480-acre public recreation area located in western Montana between the communities of East Missoula and Bonner-West Riverside, just east of the City of Missoula, and near the confluence of the Clark Fork and Blackfoot Rivers. MMP serves the City of Missoula, the unincorporated communities of Bonner-West Riverside and East Missoula, and the greater Missoula County area.

Missoula County acquired the property in March 2024 and is now transforming the former ski area into a year-round outdoor recreation space guided by extensive community input and strong local partnerships.

The aging infrastructure and limited amenities at the site constrain accessibility and functionality amid rising public use. Existing base area facilities are minimal and include rudimentary trailhead signage, remnants of ski area infrastructure, and unpaved access roads and parking. There are no permanent restroom facilities or publicly available drinking water, and limited shade. The site's increasing popularity has outpaced these legacy conditions, creating the need for essential infrastructure upgrades to transition MMP into a fully functional public park.

The project scope was developed in collaboration with the City of Missoula and Friends of Marshall Mountain and is sourced directly from Exhibit A – [*the Marshall Mountain Park Conceptual Master Plan*](#) (finalized by the City and County in 2023).

Project Description

Missoula County (Owner) is seeking a multi-disciplinary team to lead up the remaining design and engineering associated with the Marshall Mountain Park Base Area Redevelopment project.

The purpose of this project is to (1) redevelop the water system to bring it into compliance with DEQ standards and make drinking water available to the general public and County staff. The new or upgraded system will utilize the existing spring or an alternative well source and will provide operating capacity for uses such as irrigation, water fountains, and base building service; (2) modernize and reconfigure electrical service, removing outdated or unsafe components (e.g., overhead lines and utility boxes) and providing dependable power for irrigation, the drinking water system, the base building, and lighting/outlet needs at the immediate base area; (3) convert the former ski lift terminal into a shade shelter to provide a space for year-round gathering and refuge; and (4) create an entrance portal (main trailhead) into MMP with restroom facilities and supporting amenities.

Lower maintenance and cost-efficient outcomes are an Owner priority. The total budget for these improvements is \$1,167,840.00, which includes both construction and design costs.

Scope of Engineering and Design Services Desired:

- General Design Services:
 - Management/coordination of all consultants (electrical, mechanical/plumbing, architectural, structural, landscape) as required for this project
 - Meet with the Base Area Redevelopment project team (Missoula County, City of Missoula and Friends of Marshall Mountain representatives). Below is the anticipated schedule of meetings, with the desired deliverable following each meeting
 - The selected firm will facilitate four (4) core project team meetings at the milestones below, and account for two (2) additional core project team meetings to be used on an as-needed basis:
 - Meeting #1: Kickoff - relay current conditions and set design/engineering priorities
 - Meeting #2: Schematic design review
 - Expectation would be to have a general schematic design ready for review. Anticipate at least two revisions of the schematic design, prior to proceeding to design drawings
 - Meeting #3: 60% design drawing review
 - 60% drawings are to be designed in line with the project's construction budget
 - At 60% design drawings, including an Engineering/Architectural estimate for the cost of construction. Design is to be revised if it exceeds construction budget. Value engineering recommendations (if applicable), will need to take place if the design has exceeded the budget
 - Meeting #4: Review completed design drawings and prepare permitted drawings
 - Missoula County staff will be available for ongoing consultation and check-ins with the consultant team throughout the project duration.
- Water System Redevelopment (Exhibit B – Spring System Diagram):
 - The selected firm shall perform a site analysis to determine whether to upgrade the existing spring system (currently non-compliant as a public drinking water system) or construct a new well
 - Development of schematic drawings for review
 - As noted above, account for two iterations of schematic drawings
 - Following schematic review, provide 60% design drawings
 - Provide an engineer's estimate of the cost of construction in conjunction with the design drawings

- System design will need to support the desired park operating capacity which includes an approximately 1-acre irrigated lawn space, supplemental landscaping, and public drinking water supply (base building and outdoor drinking fountain(s))
 - Following the completion of the design drawings, the selected firm shall issue a set of construction drawings following the permitting and addendum process
 - Confirm that design utilizes existing water rights or outline new water right that needs to be requested
 - Coordinate permitting with Montana DEQ and provide required iterations of drawings until approval for a permit has been achieved
 - Issuance of permitted/approved drawings to the Owner for construction
 - These are to be prepared in conjunction with the project plans, not as a separate deliverable
- Electrical Distribution System Upgrades (Exhibit C – Electrical Feasibility Study):
 - Review existing preliminary designs and perform a site analysis as necessary to gain familiarity with site systems
 - For the “base scope” portion of the Electrical Feasibility Study, transition preliminary designs to schematic design for review and incorporate site plan/layout changes since study completion
 - Following schematic review, provide 60% design drawings
 - Provide an engineer’s estimate of the cost of construction in conjunction with the design drawings
 - Following the completion of the design drawings, the selected firm shall issue a set of construction drawings following the permitting and addendum process
 - Coordinate permitting with Montana DEQ and provide required iterations of drawings until approval for a permit has been achieved
 - Submission of drawings to Missoula County for approval
 - Provide required iterations of drawings to the County until approval for an electrical permit has been achieved
 - Issuance of permitted/approved drawings to the Owner for construction
 - These are to be prepared in conjunction with the overall project plans, not as a separate deliverable
- Lift terminal/shade shelter conversion (siting of lift terminal can be found on page 38 and 40 of the MMP Master Plan (Exhibit A)):
 - Design creative options to convert the existing lift terminal base structure into a shade shelter and present to the client for initial feedback and approval of a concept. Structure conversion needs to prioritize adaptive reuse of ski lift architectural elements to retain site iconography and honor the winter recreation lineage of Marshall Mountain.
 - After a conceptual design direction is agreed upon, develop a set of design development documents for review, anticipating two rounds of revisions.
 - Provide an architectural estimate of the cost of construction in conjunction with the first round of design development drawings.
 - Following the completion of the design drawings, the selected firm shall issue a set of construction drawings following the permitting and addendum process
 - Following the approval of the design development drawings by the client complete a set of Construction Documents and submit to the client for final review and approval.
 - Submit the project for permit and provide required iterations and tracking to attain Missoula County building permit approval.
 - Issuance of permitted/approved drawings to the Owner for construction
 - These are to be prepared in conjunction with the overall project plans, not as a separate deliverable

- Entrance Portal – Main Trailhead (general location of main trailhead – NE corner of the base area in close proximity to the lift terminal – can be found on page 39 of the MMP Master Plan (Exhibit A)): The project team is prioritizing creative and innovative design for this improvement as it serves as the initial welcoming space for all park users and will be a cornerstone of the park aesthetic. Planned features and amenities include a kiosk, drinking fountain(s), hardscaping and landscaping, accessible parking and path connectors, and ADA compliant vault toilet (prefab unit), and site interpretation.

A conceptual rendering/layout (in process) will be provided to selected firm (at the roughly 10% conceptual design stage). Design/construction limits for the Entrance Portal will need to align with curb line limits of the preliminary grading plan for future parking lot improvements. This grading plan is in process and will be provided to the selected firm.

- Participate in an initial project design meeting with the client’s team to review the goals and the initial design work that is already completed.
- Taking that initial information, prepare a preliminary design and provide it to the client for review and approval. Anticipate two rounds of revisions.
- After client has approved the conceptual design, proceed with design development drawings and provide to the client for review and approval.
- Provide an architectural estimate of the cost of construction in conjunction with the first round of design development drawings
- Following the approval of the design development drawings by the client complete a set of Construction Documents and submit to the client for final review and approval.
- Issuance of permitted/approved drawings to the Owner for construction
 - These are to be prepared in conjunction with the overall project plans, not as a separate deliverable

Scope of Construction Administration Services Desired:

- Assistance with all addendum responses during the bidding process
- Participate in bi-weekly Owner, Architect, Contractor meetings during the construction phase of these improvements
- Review of submittals/shop drawings
- Review of Requests for Information, along with responses
 - Issuance of ASIs as needed
- Assist the Owner with issuance of a punch list for contractor completion
 - Issuance of substantial completion form, establishing warranty periods

SECTION 4 - OFFEROR QUALIFICATIONS

To enable the County to evaluate the capabilities of the offeror and its ability to supply the product and/or services specified in this RFQ, the offeror must provide the following:

Company Profile, Experience and Proposed Personnel (40 Points)

1. Introductory letter and statement of interest in the project
 - a. Please include the firm name, address, and principal contact for this RFQ
2. A resume or summary of qualifications of the proposed engineering and design team for this project, please include consultants. Those listed on the resume/qualifications summary must also be those implementing the project. (40 points)
 - a. Experience level of key personnel assigned to work on the project – 15 points
 - b. Expertise in relevant engineering and design guidelines and standards such as: Outdoor Accessibility Guidelines, ADA, Crime Prevention through Environmental Design, Montana

- DEQ requirements for public water supplies, BMP's as they relate to park design, pedestrian facilities etc. – 10 points
- c. Engineering and design team's proposed personnel and resume is multi-disciplinary – 10 points
 - d. Past performance for Missoula County and/or other municipalities or government units on similar projects – 5 points

Project Approach (40 points)

1. Provide examples of successfully designing and managing projects of similar scope and complexity (**30 points**)
 - a. Utility engineering – 10 points
 - b. Architecture – 10 points
 - c. Landscape design – 10 points
3. Demonstrate ability to utilize ingenuity and creativity to find unique solutions to engineering and design challenges and ability to “think outside the box” (**10 points**)

Project Administration and Timeline (20 Points)

1. Company/firm ability to be available to meet the timeline noted in the contract period section (see page 3 of RFQ) (**10 points**)
 - a. Desiring to contract a design firm immediately after RFQ selection with contract going through the construction phase, with an expected completion window of Fall/Winter of 2027
2. Demonstrate familiarity with federal funding procurement and sourcing requirements (Build America Buy America) (**10 points**)

Interviews

The Owner reserves the right to conduct interviews. If the County chooses to interview, the offeror's key personnel for this project must be available for the interview. Those interviewing must also be those implementing the project.

INSURANCE REQUIREMENTS

Contractor will be required to maintain general liability insurance in the amount of one million dollars (\$1,000,000) per occurrence and two million (\$2,000,000) in the aggregate. Contractor will be required to provide professional liability insurance.

In accordance with §§ 39-71-401 and 39-71-405 MCA, Contractor agrees to provide workers' compensation insurance for its employees while performing work under this Agreement. Contractor shall provide proof of compliance in the form of workers' compensation insurance or documentation of corporate officer status and maintain such insurance or corporate officer status for the duration of the contract.

All insurance policies required must be from an insurance carrier licensed to do business in the State of Montana. Contractor agrees to furnish proof of required insurance to the County prior to commencing work under Agreement. Missoula County must be listed as an additional insured on the general liability insurance certificate for this Agreement unless otherwise specified by Missoula County.

SECTION 5 – EVALUATION PROCESS

The selection committee will review and evaluate the Statements of Qualifications according to the criteria listed below, based on a total number of **100** points (**125** points if interviews are determined to be necessary).

EVALUATION CRITERIA

	Company Profile and Experience of Proposed Personnel	40 Points
	Project Approach	40 points
	Project Administration and Timeline	20 Points
	Interviews (if needed)	25 Points

Missoula County Standard Terms and Conditions

By submitting a response to this invitation for bid, request for Submission, or limited solicitation, the vendor agrees to acceptance of the following Standard Terms and Conditions and any other provisions that are specific to this solicitation or contract.

ACCEPTANCE/REJECTION OF BIDS, STATEMENTS OF QUALIFICATIONS, OR LIMITED SOLICITATION RESPONSES: The County reserves the right to accept or reject any or all bids, Statements of Qualifications, or limited solicitation responses, wholly or in part, and to make awards in any manner deemed in the best interest of the County. Bids, Statements of Qualifications, and limited solicitation responses will be firm for 30 days, unless stated otherwise in the text of the invitation for bid, request for Submission, or limited solicitation.

ACCESS AND RETENTION OF RECORDS: The contractor agrees to provide the County, the County Auditor, or authorized agents, access to any records necessary to determine contract compliance. The contractor agrees to create and retain records supporting the services rendered or supplies delivered for a period of three years after either the completion date of the contract or the conclusion of any claim, litigation, or exception relating to the contract taken by Missoula County or third party.

ALTERATION OF SOLICITATION DOCUMENT: In the event of inconsistencies or contradictions between language contained in the County's solicitation document and a vendor's response, the language contained in the County's original solicitation document will prevail. Intentional manipulation and/or alteration of solicitation document language will result in the vendor's disqualification.

ASSIGNMENT, TRANSFER AND SUBCONTRACTING: The contractor shall not assign, transfer or subcontract any portion of the contract without the express written consent of the County.

AUTHORITY: The attached bid, request for Submission, limited solicitation, or contract is issued under the authority of the Missoula County Purchasing and Contracts Policy.

COMPLIANCE WITH LAWS: The contractor must, in performance of work under the contract, fully comply with all applicable federal, state, or local laws, rules and regulations, including the Montana Human Rights Act, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Any subletting or subcontracting by the contractor subjects subcontractor to the same provisions. In accordance with MCA 49-3-207, the contractor agrees that the hiring of persons to perform the contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or nation origin by the persons performing the contract.

CONFORMANCE WITH CONTRACT: No alteration of the terms, conditions, delivery, price, quality, quantities, or specifications of the contract shall be granted without prior written consent of Missoula County. Supplies delivered which do not conform to the contract terms, conditions, and specifications may be rejected and returned at the contractor's expense.

DEBARMENT: The contractor certifies, by submitting this bid or Submission, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If the contractor cannot certify this statement, attach a written explanation for review by the County.

DISABILITY ACCOMMODATIONS: The County does not discriminate on the basis of disability in admission to, access to, or operations of its programs, services, or activities. Individuals who need aids, alternative document formats, or services for effective communications or other disability related accommodations are invited to make their needs and preferences known to the County department issuing the solicitation. Interested parties should provide as much advance notice as possible.

FAILURE TO HONOR BID/SUBMISSION: If a bidder or offeror to whom a contract is awarded refuses to accept the award or fails to deliver in accordance with the contract terms and conditions, the County may, in its discretion, suspend the bidder or offeror for a period of time from entering into any contracts with Missoula County.

FORCE MAJEURE: Neither party shall be responsible for failure to fulfill its obligations due to causes beyond its reasonable control, including without limitation, acts or omissions of government or military authority, acts of God, materials shortages, transportation delays, fires, floods, labor disturbances, riots, wars, terrorist acts, or any other causes, directly or indirectly beyond the reasonable control of the nonperforming party, so long as such party is using its best efforts to remedy such failure or delays.

HOLD HARMLESS/INDEMNIFICATION: The contractor agrees to protect, defend, and save the County, its elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands, causes of action of any kind or character, including the cost of defense thereof, arising in favor of the contractor's employees or third parties on account of bodily or personal injuries, death, or damage to property arising out of services performed or omissions of services or in any way resulting from the acts or omissions of the contractor and/or its agents, employees, representatives, assigns, subcontractors, except the sole negligence of the County, under this agreement.

LATE BIDS AND STATEMENTS OF QUALIFICATIONS: Regardless of cause, late bids and Statements of Qualifications will not be accepted and will automatically be disqualified from further consideration. It shall be solely the vendor's risk to ensure delivery at the designated office by the designated time. Late bids and Statements of Qualifications will not be opened and may be returned to the vendor at the expense of the vendor or destroyed if requested.

PAYMENT TERMS: All payment terms will be computed from the date of delivery of supplies or services OR receipt of a properly executed invoice, whichever is later. Unless otherwise noted in the solicitation document, the County is allowed 30 days to pay such invoices. All contractors will be required to provide banking information at the time of contract execution in order to facilitate County electronic funds transfer payments.

RECIPROCAL PREFERENCE: The County applies a reciprocal preference against a vendor submitting a bid from a state or country that grants a residency preference to its resident businesses. Such reciprocal preference is applied only to competitively bid projects for construction, repair, or maintenance of a building, road, or bridge in excess of \$50,000.

REGISTRATION WITH THE SECRETARY OF STATE: Any business intending to transact business in Montana must register with the Secretary of State. Businesses that are incorporated in another

state or country, but which are conducting activity in Montana, must determine whether they are transacting business in Montana in accordance with MCA 35-1-1026 and MCA 35-8-1001. Such businesses may want to obtain the guidance of their attorney or accountant to determine whether their activity is considered transacting business.

If businesses determine that they are transacting business in Montana, they must register with the Secretary of State and obtain a certificate of authority to demonstrate that they are in good standing in Montana. To obtain registration materials, call the Office of the Secretary of State at (406) 444-3665, or visit their website at <http://sos.mt.gov>.

SEPARABILITY CLAUSE: A declaration by any court, or any other binding legal source, that any provision of the contract is illegal and void shall not affect the legality and enforceability of any other provision of the contract, unless the provisions are mutually dependent.

SHIPPING: Supplies shall be shipped prepaid, F.O.B. Destination, unless the contract specifies otherwise.

SOLICITATION DOCUMENT EXAMINATION: Vendors shall promptly notify the County of any ambiguity, inconsistency, or error which they may discover upon examination of a solicitation document.

TAX EXEMPTION: Missoula County is exempt from Federal Excise Taxes (#81-6001397).

TERMINATION OF CONTRACT: Unless otherwise stated, the County may, by written notice to the contractor, terminate the contract in whole or in part at any time the contractor fails to perform the contract.

UNAVAILABILITY OF FUNDING: The contracting department, at its sole discretion, may terminate or reduce the scope of the contract if available funding is reduced for any reason.

U.S. FUNDS: All prices and payments must be in U.S. dollars.

VENUE: This solicitation is governed by the laws of Montana. The parties agree that any litigation concerning this bid, request for Submission, limited solicitation, or subsequent contract, must be brought in the Fourth Judicial District in and for the County of Missoula, State of Montana, and each party shall pay its own costs and attorney fees.

WARRANTIES: The contractor warrants that items offered will conform to the specifications requested, to be fit and sufficient for the purpose manufactured, of good material and workmanship, and free from defect. Items offered must be new and unused and of the latest model or manufacture, unless otherwise specified by the County. They shall be equal in quality and performance to those indicated herein. Descriptions used herein are specified solely for the purpose of indicating standards of quality, performance, and/or use desired. Exceptions will be rejected.