



MISSOULA COUNTY REQUEST FOR PROPOSALS (RFP)

RFP Title:

Missoula County Fire Needs Assessment

RFP Due Date and Time:

5:00 PM MST, May 22, 2026

ISSUING DEPARTMENT INFORMATION

Procurement Officer:

Lester Bracey

Issue Date:

April 25, 2026

Procurement Officer Address:

Missoula County
200 W Broadway
Missoula, MT 59802

Procurement Officer Email and Telephone Number:

lbracey@missoulacounty.us
406-258-3526

OFFEROR SUBMITTAL INSTRUCTIONS

Return Proposal to:

Lester Bracey, Missoula County Auditor
lbracey@missoulacounty.us

Subject Line Must Be Titled:

Missoula County Fire Needs Assessment

RFP Response Due Date:

May 22, 2026

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 RFP RESPONSE

INSTRUCTIONS TO OFFERORS

Follow the format presented in the RFP. 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. Proposals are evaluated solely on the information and materials provided in the response.

Adhere to the proposal due date. Late proposals 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 proposal requirements;
- Correctly executed Missoula County "Affidavit for Trade Secret Confidentiality", if the proposal contains confidential or proprietary information as defined in MCA Title 30, Chapter 14.

RFP TIMELINE

EVENT	DATE
RFP issue date	April 25, 2026
Pre-proposal conference	None
Deadline for submitting written questions	May 8, 2026
Written responses posted to County website	May 15, 2026
RFP response due date	May 22, 2026
Offeror interviews/product demonstrations	June 1-3, 2026
Contract award	June 15, 2026

SECTION 1 - RFP OVERVIEW

INTRODUCTION

Missoula County (County) is seeking the services of a qualified professional consultant/s to conduct a fire protection infrastructure needs assessment and fire station location analysis focused on anticipated development within the Wye Targeted Economic Development Districts (Wye TEDD and Wye II TEDD). The purpose of this solicitation is to evaluate and forecast the fire protection infrastructure, facilities, apparatus, staffing, and capital investments required to support anticipated development within the Wye TEDDs over the next 20-50 years. This study will be limited to evaluating existing service capacity only to the extent necessary to determine incremental infrastructure and resource needs attributable to growth within

the Wye TEDDs. The consultant shall prepare a growth-based needs assessment and station location analysis for the Wye TEDD areas, including baseline capacity findings and phased recommendations for facilities, apparatus, staffing, and capital improvements attributable to projected development.

Missoula County Community and Economic Development Department (CED) is working in conjunction with the Missoula Rural Fire District (MRFD) and Frenchtown Rural Fire District (FRFD) on this project. The role of CED is to oversee the County's Targeted Economic Development Districts (TEDD), which are established under state law to address infrastructure deficiencies that prohibit economic growth, including fire protection and life safety services, which are considered infrastructure in state statute.

CONTRACT PERIOD

The contract period will end no later than December 31, 2027

SINGLE POINT OF CONTACT

The procurement officer will be the single point of contact for inquiries regarding this RFP 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
E-mail Address: lbracey@missoulacounty.us

OFFEROR QUESTIONS

Any questions or requests for clarification or interpretation of this RFP must be addressed in writing to the procurement officer on or before May 8, 2026. For purposes of this RFP, "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 15, 2026 to questions received by the deadline. No other form of interpretation, correction, or change to this RFP 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 RFP 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 RFP

To be eligible for consideration, an offeror must provide all information requested in Section 4. A proposal 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 RFP, the offeror attests to an understanding of the specifications and requirements described herein and agrees to comply with such.

Prime Contractor and Subcontractors

If this RFP 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 RFP shall create a contractual relationship between any subcontractor and the County.

Offeror's Signature

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

Offer in Effect for 120 Calendar Days

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

PROPOSAL REQUIREMENTS

Proposal Organization

Proposals must be organized into sections that follow the format of this RFP. Pages must be consecutively numbered.

Compliance with Instructions

Scoring points may be deducted for failure to comply with these instructions. Furthermore, a proposal 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 proposal and the evaluation of other information outlined in this RFP. Offeror responses may not include references to information located on Internet websites, in libraries, or at other external locations unless specifically requested in the RFP. 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 Proposals

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

Proposals must be labeled with the proposal'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 Proposals

Regardless of cause, late proposals 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 - RFP STANDARD INFORMATION

AUTHORITY

This RFP is issued under the authority of the Missoula County Purchasing and Contracts Policy. The RFP process is a procurement option which allows the award to be based on evaluation criteria in addition to cost. Section 6 states the relative importance of all evaluation criteria, and only the evaluation criteria outlined in the RFP will be used.

OFFEROR COMPETITION

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

PUBLIC INSPECTION OF PROPOSALS

Public Information

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

- 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 proposal. To make the trade secret claim, legal counsel must use the Missoula County "Affidavit for Trade Secret Confidentiality" form available at <https://www.missoulacounty.us/government/administration/auditor-s-office/bids-proposals/bids-proposals-policies-forms>

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 PROPOSALS

Classification of Proposals as Responsive or Non-responsive

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

- Required information is not provided;
- The cost proposal is excessive or inadequate as measured by criteria stated in the RFP;
- Cost information is contained in the body of the RFP rather than in a separate, sealed envelope; or
- The proposal does not conform to the specifications described and required in the RFP.

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

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 RFP. Factors used to determine the responsibility may include whether the offeror has:

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

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

Evaluation of Proposals and Offeror Interviews/Product Demonstration

The remaining proposals will be scored according to the evaluation criteria stated in Section 6. The selection committee may ask finalists to appear for interviews or product demonstrations or to provide written responses to items requiring clarification. Any costs associated with interviews or product demonstrations are the sole responsibility of the offeror.

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 proposal if the evidence

obtained fails to satisfy the County that the offeror is properly qualified to perform the obligations of the contract. This includes the County's ability to reject a proposal based on negative references.

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 RFP. The work described in the RFP may begin only after the contract is signed by all parties.

COUNTY'S RIGHTS RESERVED

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

- Cancel or terminate this RFP;
- Reject any or all proposals received in response to this RFP;
- Waive any undesirable, inconsequential, or inconsistent provisions of this RFP;
- 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 OF PRODUCT SPECIFICATIONS

Project Background

The study area is located northwest of the City of Missoula, around the intersection of Interstate 90, Highway 10, and Highway 93, encompassing approximately 3,674 acres in an area locally called the "Wye." Approximately 36 percent of the study area is located within the boundaries of the Missoula Rural Fire District, and 55 percent is located within the Frenchtown Rural Fire District. Approximately 9 percent of the study area is not currently served by a fire district.

MRFD covers approximately 84 square miles within Missoula County and operates five fire stations staffed 24 hours a day with firefighters and advanced life support providers. MRFD responds to an average of 10 calls daily. MRFD has 59 full-time employees, including firefighters/advanced life support providers and administrators, as well as a combined average of 15 resident and volunteer firefighters at various levels of training. MRFD's annual operating expense budget is approximately \$14,071,940.

FRFD covers approximately 125 square miles, with 1 station staffed 24 hours a day with firefighters and advanced life support providers, as well as 6 stations unstaffed but providing housing to resident and volunteer firefighters. FRFD receives an average of 2 calls daily. FRFD has 9 full-time employees, including firefighters, advanced life support providers, and administrators, no part-time employees, 27 traditional volunteers, 25 non-traditional volunteers who live outside the district, and 5 resident volunteers at various levels of training. FRFD's annual operating expense budget is approximately \$2,240,000.

The Wye TEDD was established in 2020, and the Wye II TEDD was established in 2023. Targeted Economic Development Districts are an economic development tool enabled by state statutes to address infrastructure deficiencies in a defined geographic area in order to support new, value-adding industry and workforce housing. Infrastructure deficiencies generally include a lack of public water supply, public wastewater and stormwater systems, roads and transportation improvements, as well as life safety support and emergency services. In order to address these infrastructure deficiencies, these districts use Tax Increment Financing as the financial mechanism. A base year for the district is established when it is created, as well as a base taxable value for the geographic area. Throughout the duration of the district, any increases in taxable value over the base year taxable value are diverted from the taxing jurisdictions within the district and

deposited into a separate fund. Generally, the tax revenue to the taxing jurisdictions within a district is stagnant throughout the duration of the district. Both the Frenchtown Rural Fire District and the Missoula Rural Fire District have boundaries that overlap both districts and are separate taxing jurisdictions affected by these districts.

These districts were created to align with the Missoula County Growth Policy that identifies the Wye area as the ideal area outside the City of Missoula for urban, dense development. The zoning in the area allows for industrial, commercial, residential, and mixed-use development, all of which align with the district's purpose of supporting value-adding industry, tourism, recreation, technology, and workforce housing. The Wye TEDD is anticipated to sunset in 2046. Wye II TEDD currently has a sunset date of 2038 but could be extended to 2053.

In order to proactively prepare for growth in this area, Missoula County has completed an infrastructure plan that estimates growth in the area over the next 50 years, as well as current conditions, needs assessments, and funding sources for required infrastructure. The area encompasses over 1,200 acres of planned residential neighborhoods and 1,150 acres of industrial land with potential development of 10,000-15,000 new homes, supported by 7.7 million square feet of industrial space that could generate approximately 11,500 jobs. Currently, approximately 3,500 homes and 1.5 million square feet of industrial space are planned for development in the next 20 years. While the Wye Infrastructure Plan does address the infrastructure needs and plan for fire protection, it recommends that a more in-depth study be conducted for the fire districts.

Project Goals

1. Identify incremental fire protection infrastructure, facilities, apparatus, staffing, and capital investment needs attributable to anticipated development within the Wye Targeted Economic Development Districts.
2. Forecast phased infrastructure and resource needs over near-, mid-, and long-term planning horizons aligned with projected growth.
3. Identify implementation and funding strategies appropriate for fire protection infrastructure necessitated by development within the Wye TEDD areas.

Project Description/Description of Services

The County seeks to retain a qualified firm(s) to research, analyze, and prepare a fire protection infrastructure needs assessment focused on anticipated development within the Wye Targeted Economic Development Districts. The study shall evaluate existing service capacity only to the extent necessary to identify incremental infrastructure and resource needs attributable to growth within the Wye TEDD areas. The scope of work should include the following elements but should not be considered as either all-inclusive or sequentially ordered. Firms should draw from their experience and expertise to expand on items to be considered.

1. Review existing capacity limited to Wye TEDD impacts.
 - a. Conduct a review of existing fire protection facilities, apparatus, and staffing capacity as it relates to serving the Wye TEDD areas, for the sole purpose of establishing baseline capacity and identifying potential constraints associated with future development.
2. Analyze growth and demand.
 - a. Analyze projected residential, commercial, and industrial development within the Wye TEDD areas and assess the resulting fire protection demand, including impacts to response coverage, apparatus needs, staffing requirements, and facility siting considerations.
3. Forecast infrastructure and capital needs.

- a. Develop recommendations for additional fire stations or satellite facilities, apparatus, equipment, and staffing required to serve anticipated growth within the Wye TEDD areas over defined planning horizons.
- 4. Prepare implementation and phasing plan.
 - a. Prepare a phased implementation plan aligning recommended infrastructure investments with anticipated development timelines within the Wye TEDD areas.
- 5. Create a funding strategy.
 - a. Identify appropriate funding strategies with phasing options, including TIF mechanisms, external funding, and grant opportunities to support recommended fire protection infrastructure improvements attributable to Wye TEDD growth.
- 6. Create a process for reevaluation interval and framework update.
 - a. Recommend an appropriate interval for periodic review and reevaluation of the needs assessment and implementation plan to ensure recommendations remain aligned with actual development activity within the Wye TEDDs. The recommendation should include a proposed review interval expressed in years, objective update triggers tied to measurable development indicators within the Wye TEDD areas, and identification of the data inputs that should be monitored to support future updates.

SECTION 4 - OFFEROR QUALIFICATIONS

Proposals submitted in response to this solicitation should be organized according to the headings below. Responses must include the following sections and should be limited to no more than 10 pages single-sided or 5 pages double-sided.

- 1. Letter of Interest
 - a. Provide a letter of interest to serve as an introduction to your response. It should contain the company name of the consultant team lead, and the name, address, telephone number, email address, and signature of the person authorized to represent the team.
- 2. Team profile/statement of qualifications
 - a. Describe your team, its background, and experience providing services like those sought through this solicitation. To illustrate the strength and sustainability of your team, provide answers to the following:
 - i. Company profile
 - ii. Names, qualifications, and related experience of individuals who will be assigned to the project and their anticipated roles. How many projects has your team worked on together?
 - iii. Provide a statement of qualifications demonstrating that you understand the proposed specifications and have experience performing them.
 - iv. Describe the team's experience with TEDDS, tax increment financing (TIF), or similar infrastructure financing mechanisms in Montana or other states. This description should include the team's role in projects involving TIF-funded infrastructure planning, coordination with taxing jurisdictions, or planning under conditions where tax increment financing is utilized.
 - v. Identify any prior experience preparing infrastructure or capital improvement studies specifically intended to support development within a TEDD, TIF district, or

comparable special financing district, and briefly describe how those studies were implemented.

3. Executive summary
 - a. Summarize your proposal and approach, including, but not limited to: the benefits of hiring your team, an overview of your strategies and tactics for achieving those goals, and where you see opportunities. Include experience with similar planning studies that were successfully implemented.
4. Scope of proposed services
5. References
 - a. List at least 3 references from organizations where your company has performed similar services to those outlined in this solicitation. For each reference, provide the organization's name, address, contact person, email address, telephone number, and dates the services were provided.

Interviews or Product Demonstrations

The County reserves the right to conduct interviews or observe product demonstrations. If the County chooses to exercise this option, the offeror's key personnel for this project must be available for the interview in Missoula, Montana.

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 – COST PROPOSAL

The cost proposal must be submitted in a separate, sealed envelope to be considered responsive to the requirements of this RFP. The cost proposal must not be included in the body of the proposal.

The estimated budget for the project is \$150,000 inclusive of fees associated with travel and site visits. Cost proposals may be presented as an itemized budget with narrative justification or on a task order basis with hourly rates. The County should be invoiced on a monthly basis. Invoices should detail work performed, expenditures associated with the project and include a balance sheet for remaining project costs.

SECTION 6 – EVALUATION PROCESS

The selection committee will review and evaluate the proposals according to the criteria that follow, based on a total number of 100 points.

1. A selection committee consisting of the Community and Economic Development Specialist, Chief of Missoula Rural Fire District, Chief of Frenchtown Rural Fire District, and Director of the Office of Emergency Management will evaluate all proposals received by the deadline within 15 days after the proposal due date. The selection committee members will evaluate the proposals based on the criteria listed in Section 6 and then meet to ensure that fair, impartial, and comprehensive evaluations have been made. The selection committee may recommend contract award without further contact discussion with the offerors, or the firms submitting the top-rated proposals may be asked to make oral presentations.
2. If oral presentations/interviews are scheduled, the representatives of the firm who will be directly assigned to the account must be present at the interview. Afterwards, the finalists will be reevaluated, and a recommendation for contract award will be presented to the Missoula County Board of County Commissioners for approval.
3. Feedback from references may be considered by the selection committee.

EVALUATION CRITERIA

Category	Points Available
Compliance with RFP instructions	5 points
Completeness of Proposal	5 points
References	5 points
Qualifications and Experience	5 points
Experience with current conditions reports, analysis, and future growth planning for fire departments	20 points
Experience with TEDDs ,TIF or comparable infrastructure financing mechanisms	10 points
Ability to develop successful implementation plans with appropriate funding strategies	20 points
Interviews	10 points

Category	Points Available
Cost Proposal	
	20 points
Total Points	100

Missoula County

Standard Terms and Conditions

By submitting a response to this invitation for bid, request for proposal, 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, PROPOSALS, OR LIMITED SOLICITATION RESPONSES:

The County reserves the right to accept or reject any or all bids, proposals, or limited solicitation responses, wholly or in part, and to make awards in any manner deemed in the best interest of the County. Bids, proposals, and limited solicitation responses will be firm for 30 days, unless stated otherwise in the text of the invitation for bid, request for proposal, 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 proposal, 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 proposal, 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/PROPOSAL: 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 PROPOSALS: Regardless of cause, late bids and proposals 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 proposals 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 proposal, 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.