



MISSOULA COUNTY REQUEST FOR PROPOSALS (RFP)

RFP Title:
Missoula Stampede Rodeo Livestock Contractor

RFP Due Date and Time: December 29, 2025

ISSUING DEPARTMENT INFORMATION

Procurement Officer:
Lester Bracey, Missoula County Auditor

Issue Date: November 18, 2025

Procurement Officer Address:
Missoula County
200 W Broadway
Missoula, MT 59802

Procurement Officer Email and Telephone Number: lbracey@missoulacounty.us
(406)258-3527

OFFEROR SUBMITTAL INSTRUCTIONS

Return Proposal to:
lbracey@missoulacounty.us

Subject Line Must Be Titled: Missoula Stampede Rodeo Livestock Contractor

RFP Response Due Date: December 29, 2025

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	November 18, 2025
Pre-proposal conference	December 9, 2025
Deadline for submitting written questions	December 12, 2025
Written responses posted to County website	December 17, 2025
RFP response due date	December 29, 2025
Offeror interviews	January 7, 2026
Contract award	January 14, 2026

SECTION 1 - RFP OVERVIEW

INTRODUCTION

Missoula County (hereinafter referred to as "the County") seeks a rodeo stock contractor who brings both expertise and vision to the Missoula Stampede. Proposers are encouraged to submit a proposal outlining their approach for producing five (5) nights of PRCA-sanctioned performances, including an opening Xtreme Bulls performance, that achieve the highest possible contestant participation and fan engagement while remaining within a responsible budget.

CONTRACT PERIOD

The initial contract term is two (2) years, with an option to renew for up to five (5) additional years. The contract will begin with the 2026 Missoula Stampede to be held August 4-8, 2026 and the 2027 Missoula Stampede to be held August 10-14, 2027. With the option to extend the agreement up to five (5) years ending with the 2032 Missoula Stampede August 10-14, 2032.

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, Missoula County Auditor
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 December 12, 2025. 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 December 17, 2025 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 60 Calendar Days

The offeror may not modify, withdraw, or cancel a proposal for a 60-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 Policies. 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 from Lester Bracey, Missoula County Auditor.

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

About the Missoula Stampede

Since 1915, the Missoula Stampede has been one of Montana's most exciting and community-driven rodeos, bringing generations together to celebrate western heritage at the Western Montana Fair. Recent attendance has broken records, fueled by strong community pride and an increasing contestant base.

The last five years the Missoula Stampede has experienced remarkable momentum, with the total added money tripling from \$5,000 to \$15,000. That growth reflects both the passion of our fans and the commitment of our partners who believe in elevating the sport of rodeo in Missoula.

2024 marked a new era with the opening of the Clouse Bauer Arena—an all-new, state-of-the-art venue designed to showcase the best of professional rodeo. The Missoula Stampede anchors the Western Montana Fair, held on the 46-acre Missoula County Fairgrounds in the heart of Missoula, Montana (population 75,000). Missoula is a forward-thinking community recognized nationally for leading the country in volunteerism and community service per capita.

Rodeo Production

As we look to the future, Missoula County is seeking a stock contractor who shares our vision for continuous growth and excellence—someone eager to collaborate year after year in shaping, refining, and raising the bar for the Missoula Stampede as a premier PRCA event in the Northwest.

The Missoula Stampede is produced in partnership with the Missoula County Fairgrounds staff, who work closely with contractors and community partners to create a rodeo that captures the true spirit of Missoula and Western Montana. Our free-admission Fair encourages repeat attendance, so every performance is designed to feel fresh, exciting, and memorable for fans and contestants alike.

Our challenge of operating with a small staff of five—rather than the large volunteer rodeo committees common in other cities—requires us to secure a turn-key stock contractor who provides full arena direction, all arena personnel, and the attention to detail needed to deliver an elevated rodeo experience with a small-town heart. We're seeking a contractor who will be a true partner, working alongside us year-round to recruit contestants, advise on production improvements, and ensure the Missoula Stampede continues to grow stronger each and every year.

Rodeo Livestock Contractor's Responsibilities

Contractor must be a member in good standing of the PRCA. Contractor must either own or be able to subcontract at contractor's expense for sufficient stock to accommodate five (5) PRCA performances. Contractor shall provide:

Rodeo Labor

- Arena director
- Rodeo secretary
- Timers
- Bull fighters
- Pickup men
- All arena personnel
- Livestock handlers and caregivers

Feed & Equipment

- All livestock feed
- Electric eye
- Rough stock event equipment (flanks, halters, etc.)
- Timed event equipment (barriers, neck ropes, box pads, etc.)
- Mutton busting rider helmets and vests

Rodeo Livestock

- Bareback horses
- Steer wrestling steers
- Team roping steers
- Saddle broncs
- Tie down calves – No jerk down rule in effect
- Bulls (including one evening of Xtreme Bulls)
- Mutton busting sheep

Insurance

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 not be required to provide professional liability insurance.

Other Responsibilities

The Missoula Stampede values long-term partnerships built on professionalism, communication, and shared pride in the sport of rodeo. Our preference is for one designated onsite contractor/arena director to work consistently with Missoula County staff each year, ensuring seamless coordination, improved production quality, and continual growth of the event. The selected contractor will also be responsible for:

- Upholding industry-leading livestock welfare standards, including transportation, overnight boarding, handling, feeding, and care in accordance with PRCA regulations, Missoula County policies, and under the guidance of the on-site veterinarian.
- Actively recruit contestants to ensure full sections in each event and every performance.
- Payment of PRCA judging fees and providing horses for the judges to ride.
- Sharing marketing and social media assets for promotional use by Missoula County staff.
- Developing and distributing contestant day sheets and payout reports promptly to all rodeo stakeholders.
- Attending rodeo production meetings as scheduled by Missoula County staff.
- Being available to Missoula Stampede partners, sponsors, and media as needed.
- Providing year-round consultation and advice to help Missoula County improve the Missoula Stampede and promote the sport of rodeo within the community.

County's responsibilities:

- Provide six double hotel rooms or a lodging buyout option at \$150 per night per room.
- An adequately fenced arena and area for the protection of all contestants, staff and property with sufficient corral space to house contractor rodeo stock for the night's performance.

- Fulfill the venue and sponsorship requirements per PRCA standards as listed annually by the PRCA and agreed to by the Western Montana Fair.
- Provide onsite ambulance and EMT personnel for all performances and slack.
- Application and payment of such fees as the PRCA and WPRA may require as part of the rodeo approval process.
- Provide added money for events, currently \$20,000 added for the Xtreme Bulls and \$7,500 per rodeo event with the exception of \$15,000 added for Bareback, Saddle Bronc and Bull Riding.
- Arena passes for all contractor personnel.
- Designation of the livestock contractor as the stock contractor of record.
- Proof of insurance to the PRCA 30 days prior to the event.
- Volunteers and personnel for backside security.
- Lodging accommodations for all PRCA judges.
- Livestock scale in compliance for the no-jerk down rule enforcement
- Grand entry flags and riders
- On-site veterinarian
- Livestock Ambulance Carrier
- Tractor and driver for arena ground preparation / drag
- Rodeo announcer (*currently Roger Mooney*)
- Barrelman/clown (*currently Matt Merritt*)
- Music director (*currently Ashley Mooney*)
- Video scoreboard production (*currently Montex*)
- Sound system and bell
- Water troughs for livestock

Suggested Schedule/Timeline During the Fair Week

- Monday/Tuesday access to rodeo pens and secretary office.
- 7PM Tuesday Xtreme Bulls performance
- 7PM Wednesday – special performance or rodeo performance
- 9AM Thursday – slack
- 7PM Thursday – rodeo performance
- 7PM Friday – rodeo performance
- 7PM Saturday – rodeo performance
- 11PM Saturday* – arena breakdown/prep for motorsports event beginning 9AM Sunday morning
- 8AM Sunday* – all rodeo livestock removed from the fairgrounds
- **Please note, if Fair decides to extend its schedule to a two-weekend format – the motorsports event will not be held on Sunday following the rodeo and therefore no need to strike arena or vacate livestock early Sunday morning.*

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 RFP, the offeror must provide the following:

Company Profile and Experience of Personnel

- Introductory letter or statement of interest;
- Firm name, address, and principal contact for this RFP;
- Senior management of the firm;

- A general description of the firm including its primary source of business, organizational structure and size, number of employees, and years of experience producing PRCA events;
- A resume or summary of qualifications, work experience, education, certification, and skills for all key personnel, including any subcontractors, who will perform any aspect of this contract. Include each individual's anticipated role and years of experience providing services similar to those described in this RFP.

PRCA Rodeo Experience

- A list of three PRCA rodeos of similar market size to the Missoula Stampede which has seating capacity of approximately 3,000 for each night's performance;
- Day sheets from the three (3) rodeos referenced above;
- A list of clients that have cancelled a contract before, during or after a scheduled performance, and the reasons for the cancellation.

Financial Information

- Provide financial statements, preferably audited, for three (3) consecutive years immediately preceding the issuance of this RFP and copies of any quarterly financial statements prepared since the end of the period reported by the most recent annual report.

Rodeo Proposal(s)

- Provide a detailed proposal outlining your approach to producing five (5) nights of PRCA-sanctioned rodeo performances at the Missoula Stampede.
- Include a proposed production schedule and timeline for each night's performance, specifying one (1) Xtreme Bulls event on the opening night.
- You are welcome to submit multiple production concepts or formats for consideration, noting any pricing differences associated with each in the cost proposal (see Section 5).
- Describe your creative vision for ensuring maximum contestant participation and audience engagement throughout the week.
- Identify the individual(s) who will oversee the production each night and describe their experience and authority in guaranteeing that promised elements are delivered as proposed.
- Explain your plan to recruit and retain top contestants in all events and evenly across each nightly performance.

References

- Provide a minimum of three (3) references that are using or have used the services/products of the type proposed in this RFP. At a minimum, provide the company name, location where the services/products were provided, contact person(s), contact telephone number, e-mail address, and a description of the services/products provided, and the dates of service.

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 an interview.

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 email attachment to be considered responsive to the requirements of this RFP. The cost proposal must not be included in the body of the proposal.

- Provide a detailed cost proposal for producing five (5) nights of PRCA-sanctioned rodeo performances each year, including the Xtreme Bulls event on opening night.
- Include all anticipated expenses, such as stock, personnel, production elements, secretarial/timing services, transportation, additional lodging if needed, and any other related costs. Clearly identify which items are fixed versus variable.
- Present pricing for each contract year beginning in 2026 through 2032, inclusive. If proposing annual rate adjustments, specify the calculation method or escalation percentage.
- If submitting multiple production concepts as outlined in the Rodeo Proposal section, provide a separate cost breakdown for each concept, clearly identifying the pricing difference and associated deliverables.
- List any optional or add-on services, along with their unit pricing or estimated costs, that may enhance the production or fan experience.

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 175 points.

EVALUATION CRITERIA

Category	Points Available
Ability to Meet Product Specifications (30)	
1. Rodeo Labor	5
2. Feed & Equipment	5
3. Rodeo Livestock	5
4. Insurance	5
5. Other	5
6. Schedule / Timeline	5
Company Profile and Experience (10)	
7. Company Profile and Experience of Personnel	10
PRCA Rodeo Experience (10)	
8. Rodeo Experience	10
Financial Stability (Pass/Fail)	
10. Financial Stability	Pass/Fail
Rodeo Proposal (50)	
12. Production Concepts	10
13. Audience Engagement	10
14. Contestant Recruitment	10
15. Production Oversight	20
Interviews (30)	
14. Interview	30
Cost Proposal (40)	
15. Cost Proposal	30
References (15)	
16. Reference Number 1	5
17. Reference Number 2	5
18. Reference Number 3	5
Total Points	
175	

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.