



# MISSOULA COUNTY REQUEST FOR PROPOSALS (RFP)

**RFP Title:**  
Western Montana Fair Motorsports Contractor

**RFP Due Date and Time:** March 20, 2026

## ISSUING DEPARTMENT INFORMATION

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

**Issue Date:** February 17, 2026

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

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

## OFFEROR SUBMITTAL INSTRUCTIONS

**Return Proposal to:**  
[lbracey@missoulacounty.us](mailto:lbracey@missoulacounty.us)

**Subject Line Must Be Titled:** Western Montana Fair Motorsports Contractor

**RFP Response Due Date:** March 20, 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	February 17, 2026
Pre-proposal conference	March 5, 2026
Deadline for submitting written questions	March 10, 2026
Written responses posted to County website	March 13, 2026
RFP response due date	<b>March 20, 2026</b>
Offeror interviews/product demonstrations	March 27, 2026
Contract award	March 31, 2026

### SECTION 1 - RFP OVERVIEW

#### **INTRODUCTION**

Missoula County (hereinafter referred to as “the County”) invites proposals from qualified and experienced contractors to produce and present three consecutive evenings of ticketed, family-friendly motorsports entertainment during the opening weekend of the annual Western Montana Fair at the Missoula County Fairgrounds in Missoula, Montana. While the County’s primary intent is to secure a professional motorsports production partner, proposals for comparable non-animal arena entertainment that meet the operational and programming requirements of this RFP may be considered. The County seeks a contractor capable of delivering safe, high-quality entertainment that attracts broad community interest, complements Fair programming, and collaborates effectively with Fairgrounds staff to ensure successful execution.

#### **CONTRACT PERIOD**

The initial contract term is two (2) years, with an option to renew it for up to five (5) additional years. The contract will begin with the 2026 Western Montana Fair, July 31 through August 2, and the 2027 Western Montana Fair, August 6-8. With the option to extend the agreement up to five (5) years ending with the 2032 Western Montana Fair, August 6-8.

### **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 March 10, 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 March 13, 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 30 Calendar Days**

The offeror may not modify, withdraw, or cancel a proposal for a 30-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 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**

### **Introduction**

The Missoula County Fairgrounds is soliciting proposals from qualified motorsports production contractors to produce and manage a three-night motorsports event as part of the expanded 2026 Western Montana Fair.

The Western Montana Fair has achieved record-breaking attendance for five consecutive years. Beginning in 2026, the Fair will expand to include a dedicated mechanical and motorsports weekend scheduled for July 31 – August 2, 2026, followed by the traditional livestock and rodeo-focused Fair scheduled August 3 – August 8, 2026.

The purpose of this expansion is to increase community connection and attract new audiences to the Fairgrounds while maintaining accessibility and affordability. Fair admission remains free to the public. Evening motorsports performances will be ticketed events. All ticket and sponsorship revenue generated from the event shall remain the property of the Missoula County Fairgrounds.

The Fair seeks a contractor capable of delivering a professional, family-friendly production and committed to long-term collaboration in developing the event as a regional attraction.

### **Performance Requirements**

The selected contractor shall plan, produce, and execute three evening motorsports performances and associated daytime programming.

- **Event Dates:** July 31, August 1, and August 2, 2026
- **Performance Start Time:** 7:00 PM nightly
- **Performance Duration:** 2–2.5 hours per night
- **Content Standard:** Family-friendly and suitable for general audiences

Contractors are encouraged to propose complimentary daytime activities open to the public, such as demonstrations, qualifying rounds, driver meet-and-greets, or educational programming.

Each evening must feature varied and diverse programming designed to encourage repeat attendance.

### **Motorsports Contractor's Responsibilities**

The contractor shall be responsible for the following:

1. Produce a turnkey 2–2.5-hour performance each night beginning promptly at 7:00 PM.
2. Provide arena manager, arena stewards, announcer and music.

3. Conduct production coordination meetings with Fair staff prior to each performance.
4. Recruit and manage all vehicles, drivers, riders, and specialty participants necessary to deliver full nightly programming.
5. Coordinate all communications and logistics with production participants.
6. Manage all tech inspections and registration processes according to local, state and national regulations.
7. Administer and distribute all prize money directly to participants.
8. Contractor may charge entry fees to the participants/contestants for the purpose of raising prize money or offsetting costs.
9. Provide labor and equipment for dirt preparation and restoration in coordination with the Fairgrounds' Grounds Manager.
10. Provide awards such as trophies or plaques (excluding prize money).
11. Supply secretarial/officiating personnel as required.
12. Provide security for equipment and participants.
13. Provide their own hospitality and that of their staff/subcontractors.
14. Staff arena access gates during operational hours.
15. Assist Fair staff with pit access and VIP experiences.
16. Assist with installation and recognition of sponsor signage.
17. Provide live sponsor acknowledgements and in-event promotional support.
18. Supply all equipment required for arena preparation and performance execution.
19. Ensure no props contain glass or breakable materials that may leave debris.
20. Restore the arena to pre-event condition within 24 hours after the final performance.
21. Remove all equipment and participants by 9:00 a.m. on the Monday following the event.
22. Obtain Fair staff approval for all subcontractors and specialty acts prior to commitment.

Collaboration & Partnership Expectations:

The selected contractor is expected to function as a long-term production partner and shall:

- Collaborate year-round with Fair staff on event development
- Assist with sponsorship recruitment efforts
- Provide marketing assets and promotional materials
- Participate in media and public relations activities
- Support sponsor activations and recognition during performances

The contractor must agree to a **200-mile non-compete radius** for **90 days surrounding the event dates**.

All ticket sales, including pit passes and specialty access, are the sole property of the Missoula County Fairgrounds.

Safety Requirements:

The contractor must develop and implement a comprehensive safety plan that includes:

- Pre-event inspections and preparation procedures
- Active event safety protocols for participants and spectators
- Emergency response coordination
- Post-event inspection and cleanup

All activities must comply with applicable safety standards and local regulations.

Insurance:

Contractor will be required to maintain general liability insurance in the amount of one million dollars (\$1,000,000) per occurrence and three million (\$3,000,000) in the aggregate. Contractor will not be required to provide professional liability insurance.

**County’s responsibilities:**

- Provide the event venue, the Clouse Bauer Arena, a newly renovated facility with a seating capacity of approximately 2,500 spectators including an adequately fenced area for the protection of all participants, staff and property.
- Provide jersey barriers for arena preparation and safety control
- Provide the venue sound system suitable for live motorsports production
- Coordinate access to dry camping areas for approved participants
- Optionally provide a video scoreboard/replay screen at the discretion of the Fairgrounds
- Optionally provide event photography services at the discretion of the Fairgrounds
- Coordinate and manage all ticket sales, including pit passes and specialty access experiences
- Retain full ownership and administration of all event sponsorships
- Provide sponsorship recognition materials and approved marketing assets for public promotion of the event
- Provide prize money (if required) for the event in an amount to be determined collaboratively with the selected contractor
- Issue Fairgrounds access credentials and passes for the contractor and authorized personnel
- Provide and coordinate onsite ambulance and emergency personnel as required for event operations
- Provide water cooler stocked with water for participants and contract personnel.

**Suggested Schedule/Timeline:**

- July 18–31, 2026: Arena preparation period in coordination with the Fairgrounds Grounds Manager
- July 31–August 2, 2026: Event dates
  - 9:00 AM–4:00 PM (event days): Optional daytime public activities and programming
  - 5:30 PM (event days): Grandstand gates open
  - 7:00 PM (event days): Evening motorsports performance begins
  - Following evening performances on Friday and Saturday: Live music on the Community Stage
- Within 24 hours after the final performance: Arena restored to pre-event condition
- By 9:00 AM Monday, August 3, 2026: All participants and equipment vacated from the Fairgrounds

**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.
- 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 motor sports 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.

## **Production Proposal**

- Detailed production concept and nightly programming outline
- Descriptions of specialty acts proposed for each evening
- Driver/rider recruitment and management strategy
- Sanctioning affiliations (if applicable)
- Inclement weather contingency plan
- Comprehensive safety and risk management plan
- Marketing and sponsorship collaboration strategy
- Long-term strategy for year-over-year improvement
- Disclosure of any past contract cancellations (before, during, or after scheduled performances), including reasons for cancellation

## **Financial Stability**

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.

## **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 three million (\$3,000,000) 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.

Proposers must submit a detailed cost proposal that clearly outlines the financial structure required to successfully produce the **full three-night event package**. Proposals must reflect pricing to produce all three performances (July 31–August 2, 2026) as a single, inclusive engagement, not individual nightly pricing.

The cost proposal shall include:

- A comprehensive **itemized budget** of all contractor expenses associated with producing the full three-night event, including but not limited to production costs, personnel, equipment, travel, lodging, security, specialty acts, and administrative expenses
- A recommended **prize money structure** (if required for the event) and total prize purse the proposer believes is necessary to attract sufficient participants and deliver competitive, high-quality performances across all three nights
  - A brief narrative explanation supporting the proposed prize money recommendation and how it contributes to participant recruitment and event success
- Identification of any **optional or scalable cost components** that could be adjusted in collaboration with the County
- Pricing for each contract year beginning in **2026 through 2032, inclusive**; if proposing annual rate adjustments, the proposer must specify the calculation method or escalation percentage

The County will determine final prize funding (if required) in collaboration with the selected contractor as part of contract negotiations.

## 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 150 points.

### **EVALUATION CRITERIA**

## EVALUATION CRITERIA

<b>Category</b>	<b>Points Available</b>
<b>Ability to Meet Product Specifications (25)</b>	
1. Ability to deliver on required responsibilities	25
<b>Company Profile and Experience (10)</b>	
2. Company profile and experience	10
<b>Production Proposal (40)</b>	
3. Quality and creativity of production concept	15
4. Capacity to recruit participants and deliver full performances	5
5. Contingency and continuity planning	5
6. Approach to marketing and partnership	5
7. Safety and operational capability	10
<b>Financial Stability</b>	
8. Financial stability	<b>Pass/Fail</b>
<b>Interview (30)</b>	
9. Interview (if applicable)	30
<b>Cost Proposal (30)</b>	
10. Cost proposal	30
<b>References (15)</b>	
11. Reference number 1	5
12. Reference number 2	5
13. Reference number 3	5
<b>Total Points</b>	<b>150</b>

# 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.