



# MISSOULA COUNTY REQUEST FOR PROPOSALS (RFP)

**RFP Title:** Marshall Mountain Park – Intermediate Downhill Mountain Bike Trail and Base Area Loop Trail (design/build)

**RFP Due Date and Time:** April 30<sup>th</sup>, 2026 at 5:00 pm

## ISSUING DEPARTMENT INFORMATION

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

**Issue Date:**  
March 28<sup>th</sup>, 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) 258-3526

## OFFEROR SUBMITTAL INSTRUCTIONS

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

**Subject Line Must Be Titled:**  
Marshall Mountain Park – Intermediate Downhill Mountain  
Bike Trail and Base Area Loop Trail (design/build)

**RFP Response Due Date:**  
April 30<sup>th</sup>, 2026 @ 5:00 p.m.

## OFFEROR CONTACT INFORMATION AND AUTHORIZATION

**Offeror Name/Address:**

**Authorized Offeror Signature:**

Print name and sign in ink.

**Offeror Phone Number:**

**Offeror FAX Number:**

**Offeror Email Address:**

**OFFERORS MUST RETURN THIS COVER SHEET WITH 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 contractor'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	March 28 <sup>th</sup> , 2026
Pre-Proposal Site Visit	April 14 <sup>th</sup> , 2026 – 10 am – 12 pm
Deadline for Submitting Written Questions	April 17 <sup>th</sup> , 2026 at 5:00 pm
Written Responses Posted to County Website	April 23 <sup>rd</sup> , 2026 at 5:00 pm
RFP Response Due Date	April 30 <sup>th</sup> , 2026 at 5:00 pm
Offeror interviews	If necessary
Contract award	TBD (target date of May 29 <sup>th</sup> , 2026)

There will be a pre-proposal site visit available **April 14<sup>th</sup>, 2026 starting at 10 am**. During this time, the Owner representatives will make themselves available to walk the existing space with proposing contractors. RSVP for the site visit by contacting Jackson Lee (Owner's representative) by email or by phone: Email: [jlee@missoulacounty.us](mailto:jlee@missoulacounty.us). Phone: 406-258-4655.

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

## SECTION 1 - RFP OVERVIEW

### **INTRODUCTION**

Missoula County (Owner) is seeking to enter into a design-build contract with a qualified contractor for the construction of: (1) an intermediate blue flow downhill mountain bike trail and (2) completion of the Base Area Loop at Marshall Mountain Park (MMP). The trail lengths are approximately 7300 LF and 2640 LF respectively. MMP is a 480-acre public park owned and operated by Missoula County. Physical address of the park property is 5250 Marshall Canyon Road Missoula MT 59802.

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

Project implementation is beholden to LWCF requirements including the Build America, Buy America Act (BABA) and the state of Montana prevailing wage rates.

The purpose of this project is twofold: (1) Extend the existing intermediate/blue square rated downhill trail at MMP (*Hello Kitty*) all the way down to the base area. The new trail should have its own distinct character and will be designed with adaptive mountain bike considerations in mind, with a targeted black diamond rating for aMTBs. *Kootenay Adaptive Sport Association – Adaptive Trail Standards (2020)* are the accessibility specifications guiding this portion of the project. (2) Complete the Base Area Loop, which is the most accessible, multi-use trail option at MMP. Target widths and grades for the base area loop are consistent with *the Outdoor Developed Area Guidelines*.

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

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

### **CONTRACT PERIOD**

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

The Owner anticipates entering into the design-build contract by **May 29<sup>th</sup>, 2026**, pending an executed LWCF grant agreement. The contract period will end no later than **July 31<sup>st</sup>, 2027** (excludes warranty period).

## **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](mailto: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 **April 17<sup>th</sup>, 2026 at 5:00p.m.** 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 **April 23<sup>rd</sup>, 2026 at 5:00p.m.** 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 Submission for a 120-day period following the RFP due date.

## **Performance Bond**

In accordance with MCA 18-2- 201, all construction contractors shall execute a bond to secure performance on the contract and payment of workers, subcontractors, and suppliers. MCA 18-2-201(4) allows the bond requirement to be waived for contracts less than \$50,000.

## **Public Works Contracts**

Bid specifications and contracts for construction and non-construction services greater than \$25,000 are subject to the following provisions:

- I. Contractor shall agree to:
  - i. Give preference to the employment of bona fide Montana residents in the performance of the work;
  - ii. Include provisions for work that is performed at a project location to:
    1. Pay the travel allowance that is in effect and applicable to the district in which the work is being performed; and
    2. Pay the standard prevailing rate of wages, including fringe benefits, that is in effect and applicable to the district in which the work is being performed;
  - iii. Post a copy of the applicable prevailing wage rates in a prominent and accessible site at the project location; and,
  - iv. Maintain payroll records capable of certification for at least three years after completion of work under the Agreement.

- II. If the term of the contract calls for more than 30 months to fully perform, contractor further agrees to increase the standard prevailing rate of wages by 3% every 12 months after the contract award date and apply the adjustment every 12 months for the duration of the contract.

## **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 Submissions of 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 other than 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 Owner encourages free and open competition to obtain quality, cost-effective services, and products. The specifications contained in submission requests are designed to accomplish this objective.

### **PUBLIC INSPECTION OF STATEMENTS OF QUALIFICATIONS**

#### **Public Information**

All information received in response to this RFP, including copyrighted material, is deemed public information and with one exception will be available for public viewing and copying after the Submission deadline. A County copier will be available at a cost of \$.25 per page, but no County personnel will be provided to make copies.

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 Submission.
- No confidential material is contained in the cost section.
- An affidavit from the offeror's legal counsel attesting to and explaining the validity of the trade secret claim is attached to the Submission. To make the trade secret claim, legal counsel must use the Missoula County "Affidavit for Trade Secret Confidentiality" form available at <https://www.missoulacounty.gov/departments/auditor/forms-resources/>

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;
- 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;
- Trail planning and construction experience;
- Construction experience at a public recreation site;
- A satisfactory record of integrity;
- The legal ability to contract with the County;
- Provided all information requested for use in the determination of responsibility; and.-
- A satisfactory record of past performance.

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

## **Evaluation of 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 proposals and interviews (if deemed necessary), 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 Statements of Qualifications 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**

### **Project Background**

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

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

The project scope was developed in collaboration with the Missoula Mountain Bike Coalition (MMBC) and Missoula Adaptive Recreation and Sports (MARS) and is sourced directly from [the Marshall Mountain Park Conceptual Master Plan](#) (finalized by the City and County in 2023). Attachment A is the early phase trails section of the *Master Plan* and serves as this project's primary trail alignment reference.

### **Project Description**

The selected contractor will be responsible for evaluating current site conditions, meeting with MMP and MMBC staff, shifting conceptual alignment to construction ready design, setting a flag line and/or GPS alignment for sign off by project team, TTF siting and design, and constructing the trails. The project team (MMP and MMBC) will sign off on TTF siting, trail alignment parameters, and trail flow character.

**Base Area Loop:** Finish the approximately ½ mile outstanding of the most accessible, multi-use trail option at MMP. The Base Area Loop will form an essential connection between base area facilities and much of the trail system, and will be used by hikers, bikers, balance bikes, and youth program

participants. Trail grades and corners will be designed to allow for all levels of cyclists, including adaptive riders. The loop design also keeps winter use in mind, with slopes and widths enabling grooming for cross-country skiing and fat tire biking. Target widths and grades for the base area loop are consistent with *the Outdoor Developed Area Guidelines*.

**Intermediate MTB Downhill Trail:** Extend the existing intermediate/blue square rated downhill trail at MMP (*Hello Kitty*) all the way down to the base area. The new trail should have its own distinct character from *Hello Kitty*, remain a blue square rated trail, and will need to be designed with adaptive mountain bike (aMTB) considerations in mind, with a targeted black diamond rating for aMTBs. *Kootenay Adaptive Sport Association – Adaptive Trail Standards (2020)* are the accessibility specifications guiding this project. In the event that a non-aMTB optimized feature is proposed, an aMTB-compatible ride-around will be required.

The map (Attachment A) is from the Marshall Mountain Park Master Plan and depicts an approximate alignment for both trails included in this project. The elevation at the top of the Intermediate MTB Downhill trail is 4488 feet, and the bottom is 4065 ft, for a total loss of 423 ft. The rough alignment shown in attachment A is 7297 ft in length for an average grade of 5.8%, however actual trail design and layout will be the selected contractor’s responsibility. For reference, *Hello Kitty*, the existing blue square flow trail at Marshall Mountain, is 7815 ft in length and loses 596 ft in elevation for an average grade of 7.6%. Final layout must fit within the rough project area outlined on the map and should not encroach on the adjacent ski run to the south.

### **Scope of Design Services Desired:**

- Meet with MMP and MMBC staff to review current conditions and develop trail design for review based off of those discussions
  - Trail design for the Intermediate MTB Downhill trail will need to:
    - Satisfy aMTB considerations through adhering to the following specifications:
      - **Trail Width:** 48" average, 40" minimum
      - **Grade:** <10% average grade
      - **Camber (cross-slope):** in berms - 58% (30 deg) max, unless inside of turn can be flatter for aMTB, on straights - 8-14% (5-8 deg) max
      - **Corners:** minimum bermed corner radius - 15'
    - Outline location of TTFs and feature detail drawings
      - At least 3 aMTB specific, progressive jumps, plus more non-aMTB specific features such as jumps, decks, etc, total number, particular feature type, and proposed placement are at contractor discretion.
      - Conform to the site construction limits – namely trail alignment will need to stay within the outlined area within the project map (attachment A) and completely outside of the Challenger ski run.
    - Existing regional and national trails comparable to the project goals include:
      - Bluetiful @ Legacy Bike Park (Lakeside, MT)
      - FIRNAS (Bentonville, AR) – includes aMTB specific jumps
      - Blue Ribbon @ Galbraith Mountain (Bellingham, WA)
  - Trail design for completing the Base Area Loop trail will need to:
    - Conform to standards set forth in the *Outdoor Developed Area Guidelines* such as:

- **Trail Width:** 60” minimum
  - **Grade:** 0-5% - no length restrictions. 5-8.33% - maximum 200’, 8.33-10% - maximum 30’, 10-12% - maximum 10’
  - **Cross-slope:** <5%
  - Include proper drainage by incorporating camber and grade reversals that conform to the above specifications.
- In conjunction with or following completion of the design, the contractor will need to establish a flag line and GPS alignment within the project area
    - Once alignment is established and approved, there will need to be a sufficient gap between the end of the design phase and start of the construction phase for the Owner to pre-treat the trail corridor for noxious weeds.

**Scope of Construction Services Desired:**

- Provide all materials, equipment and personnel required for construction of the Intermediate MTB Downhill trail (approximately 7300 LF of new trail and all associated TTFs) and completion of the Base Area Loop trail (approximately 2640 LF).
  - MMBC is willing to provide in-kind staff and volunteer support to offset corridor clearing and tread finishing project costs. MMBC staff is also available to assist with TTF construction.
    - Within itemized bid, please provide confirmation if there is opportunity to offset hard costs through these services, and, if so, by how much.
  - Timing of base area loop construction depends on timing of remaining landscape architecture design services for the main trailhead area (also conditionally funded by LWCF).
    - Selected contractor will need to complete the Intermediate MTB Downhill trail first and the Base Area Loop second.
    - Coordination with the greater LWCF project team on implementation timing and siting of the Base Area Loop through the main trailhead area is part of this contract scope.

**SECTION 4 - OFFEROR QUALIFICATIONS (70 Points)**

To enable the Owner to evaluate the capabilities of the Offeror and its ability to supply the services specified in this RFP, the offeror must provide the following:

**Company Profile and Project Personnel (20 Points)**

1. Introductory letter and statement of interest in the project (**5 points**)
  - a. Please include the contractor name, address, and principal contact for this RFP
2. A resume or qualifications summary of the proposed team for this project, please include subcontractors if applicable. Those listed on the resume/qualifications summary must also be those implementing the project. (**15 points**)

**Project Approach and Relevant Experience (35 points)**

3. Provide examples of successfully designing and managing trail projects of similar scope and complexity (**20 points**)

- a. List previous experience working with Missoula County or other municipalities, government units
  - b. Include examples of an intermediate MTB flow trail and an aMTB specific project if possible
  - c. Provide Owner references if possible
4. Demonstrate ability to utilize ingenuity and creativity to find unique solutions to trail design and construction challenges and ability to “think outside the box” **(15 points)**

**Project Administration and Timeline (15 points)**

5. Company/firm ability to be available to meet the timeline noted in the contract period section (see page 3 of RFP). **(10 points)**
  - a. Desiring to contract immediately after RFP selection with contract going through the construction phase, with preferred completion by fall 2026 or spring 2027
6. Describe contractor’s proposed method for limiting impact to the recreating public, minimizing disturbance within and outside of the trail corridor, limiting the spread of noxious weed through BMPs for equipment, and maintaining a safe work area **(5 points)**
7. Demonstrate the ability to meet Missoula County insurance requirements for the project
8. Include signed cover sheet & signed addendums (if applicable)

**Interviews**

The Owner reserves the right to conduct interviews. If the County chooses to interview, the offeror’s key personnel for this project must be available for the interview.

**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.

Contractor shall purchase and maintain automobile occurrence coverage with combined single limits for bodily injury, personal injury and property damage of \$500,000 per occurrence and \$1,000,000 aggregate per year to cover such claims as may be caused by any act, omission, or negligence of Contractor and its employees, agents, representatives, assigns or subcontractors.

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 SUBMISSION (30 points)

The cost proposal must be submitted in a separate, sealed envelope from the RFP response to be considered responsive. Alternatively, if submitted by email, it shall be submitted as a separate attachment. The cost proposal must not be included in the body of the proposal.

Please provide a Design-Build Service fee based off of the information provided in this Request for Proposals, issued **March 28<sup>th</sup>, 2026**. Please provide these fees as itemized and comprehensive. If necessary, please request clarification on any aspect of this RFP or cost submission through the addendum process.

## SECTION 6 – EVALUATION PROCESS

The selection committee will review and evaluate the Statements of Qualifications according to the criteria listed below, based on a total number of **100 points (130 points if interviews are determined to be necessary)**. The highest scoring candidate will be awarded this project.

### EVALUATION CRITERIA

	<b>Company Profile and Project Personnel</b>	<b>20 Points</b>
	<b>Project Approach and Relevant Experience</b>	<b>35 Points</b>
	<b>Project Administration and Timeline</b>	<b>15 Points</b>
	<b>Cost Submission</b>	<b>30 Points</b>
	<b>Interviews (if needed)</b>	<b>30 Points</b>

# Missoula County

## Standard Terms and Conditions

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

### **ACCEPTANCE/REJECTION OF BIDS, STATEMENTS OF QUALIFICATIONS, OR LIMITED**

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

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

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

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

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

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

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

**DEBARMENT:** The contractor certifies, by submitting this bid or Submission, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department

or agency. If the contractor cannot certify this statement, attach a written explanation for review by the County.

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

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

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

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

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

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

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

**REGISTRATION WITH THE SECRETARY OF STATE:** Any business intending to transact business in Montana must register with the Secretary of State. Businesses that are incorporated in another state or country, but which are conducting activity in Montana, must determine whether they are transacting business in Montana in accordance with MCA 35-1-1026 and MCA 35-8-1001. Such businesses may want to obtain the guidance of their attorney or accountant to determine whether their activity is considered transacting business.

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

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

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

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

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

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

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

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

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

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

Attachment A: Map of Early Phase Trails Plan

Intermediate MTB downhill trail (denoted by the blue circle and magenta shading) and the Base Area Loop (denoted by the green circle and solid orange line – section left to be completed outlined in bright yellow) are the scope of this RFP and shown below. Rough project boundaries are also outlined on the map.

