



MISSOULA COUNTY REQUEST FOR PROPOSALS (RFP)

RFP Title:

Missoula Public Health – Environmental Health Division – Lobby & Office Upgrades

RFP Due Date and Time:

January 8th, 2026 @5:00p.m.

ISSUING DEPARTMENT INFORMATION

Procurement Officer:

Lester Bracey, Missoula County Auditor and
Procurement Officer

Issue Date:

November 25th, 2025

Procurement Officer Address:

Missoula County
199 W Pine St.
Missoula, MT 59802

**Procurement Officer Email and Telephone
Number:**

lbracey@missoulacounty.us
(406) 258-3527

OFFEROR SUBMITTAL INSTRUCTIONS

Return Submission to:

Lester Bracey
lbracey@missoulacounty.us
or
199 West Pine St., Missoula, MT 59802

Subject Line Must Be Titled:

Missoula Public Health – Environmental Services
ADA Access & Office Upgrades

RFP Due Date:

January 8th, 2026 @5:00p.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 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 25 st , 2025
Site Pre-Proposal Walkthroughs	December 16 th , – 8am-5pm
Deadline for Submitting Written Questions	December 19 th , 2025 5:00p.m.
Written responses Posted to County Website	December 23rd, 2025 at 5:00p.m.
RFP Response Due Date	January 8th, 2026 at 5:00p.m.

There will be pre-proposal walkthroughs available on **December 16th, 2025 between 8a.m.-5p.m.** During this time, the Owner representatives will make themselves available to walk the existing space with proposing firms. Walkthroughs are to be scheduled by contacting Ethan Redfern (Owner's representative) by email or by phone: Email: redfern@missoulacounty.us. Phone: 406-552-9344.

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

SECTION 1 - RFP OVERVIEW

INTRODUCTION

Missoula County (Owner) is seeking a qualified Architectural firm to lead up the design of a remodel for the lobby/reception area & office space of the Environmental Health Division of the Missoula Public Health Facility. Environmental Health is located on the 2nd floor of the Missoula Public Health Building at 301 Alder St. in Missoula, MT.

The purpose of this project is to make better use of the 2nd floor office space for the staff, along with upgrading the lobby area to be more welcoming to the public, while also upgrading the area to incorporate ADA standards. The design will include demolition of some existing walls, along with adding new walls, doors, and new interior finishes. Missoula County's door access system will be incorporated into the new doors to create for better security. Additional design efforts will include upgrades to the water lab & northwestern offices of the Environmental Health Division. The selected Architectural firm will be responsible for evaluating the current space, meeting with staff, and preparing a design (including all consultants as deemed necessary by the proposing firm) that address these needs.

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

The Owner anticipates entering into a design contract as soon as possible, at the latest we are looking to have a contract in place by **January 29th, 2026**. The contract period will end no later than **June 30th, 2027**(excludes warranty period).

MAIN POINTS OF CONTACT

There are two points 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 not identified in this document, 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

Owner Representative: Ethan Redfern

Email Address: eredfern@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 19th, 2025 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 **December 16th, 2025 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, <https://www.missoulacounty.gov/departments/auditor/bids-proposals/>.

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.

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

Missoula County prefers that submission of proposals be through email, however, both hand deliveries and snail mail are acceptable so long as they meet the proposals due date. 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. 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 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 determine 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;
- Planning and construction experience;
- Construction projects on an occupied site;
- A satisfactory record of integrity;
- The legal ability to contract with the County;

- Provided all information requested for use in the determination of responsibility; and
- A satisfactory record of past performance.

An offeror may be deemed “nonresponsive” 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

Building Description

The Missoula City-County Health Department (otherwise known as Missoula Public Health) was built around 1974. The building's exterior is brick, with the interior walls being a combination of drywall & concrete. The ceilings are primarily acoustical ceiling tiles, with a few locations of drywall & concrete ceilings. The building includes a basement, a main floor, a 2nd floor and is approximately 29,000 square feet. The building has also recently received a full HVAC upgrade that affected all floors and roof top equipment.

Project Description

The purpose of this project is to make better use of the 2nd floor office space for the staff, along with upgrading the lobby area to be more welcoming to the public, while also upgrading the area to incorporate ADA standards. The design will include demolition of existing counters/service desks, existing walls, along with adding new walls, doors, casework/countertops, and new interior finishes. Missoula County's door access system will be incorporated into the new doors to create for better security.

Additional design efforts will include upgrades to the Water Lab & northwestern offices of the Environmental Health division. The design will need to take into account the addition of electrical systems (lighting, security, & power), potential minor mechanical/plumbing modifications (due to the location of new walls and new office space additions), and structural analysis if deemed necessary. The selected Architectural firm will be responsible for evaluating the current space, meeting with staff, and preparing a design (including all consultants as deemed necessary by the proposing firm) that address these needs.

Scope of Design Services Desired:

- Meet with Missoula Public Health Environmental Health Director, Managers, and staff to review current conditions and develop schematic drawings for review based off of those discussions
 - Account for three initial meetings prior to preparing a schematic design
- Management/coordination of all consultants (electrical, mechanical/plumbing, structural) as required for this project
- Development of a set schematic drawings for review, anticipate two iterations of schematic designs prior to proceeding to design drawings
- Development of a set of design drawings for review
 - Provide an Architectural estimate of the cost of construction in conjunction with the design drawings
- Following the completion of the design drawings, the selected firm shall issue a set of construction drawings following the permitting and addendum process
- Submission of drawings to the City of Missoula for approval
 - Provide required iterations of drawings to the City until approval for a permit has been achieved
- Issuance of permitted/approved drawings to the Owner for construction

Scope of Construction Administration Services Desired:

- Review of construction contract
- Participate in bi-weekly Owner, Architect, Contractor meetings during the construction phase of the project
- Review of submittals/shop drawings
- Review of Requests for Information, along with responses
- Review of pay applications
- Assist the Owner with issuance of a punch list for contractor completion
 - Issuance of substantial completion form, establishing warranty periods

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 4 - OFFEROR QUALIFICATIONS (40 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, Experience and Proposed Personnel (40 Points)

1. Introductory letter and statement of interest in the project **(10 points)**
 - a. Please include the firm name, address, and principal contact for this RFP
2. A small resume or summary of qualifications of the proposed design team for this project, please include consultants **(10 points)**
3. Company/firm ability to be available to meet the timeline noted in the contract period section (see page 3 of RFP)
 - a. Desiring to contract a design firm immediately after RFP selection with contract going through the construction phase, which is anticipated to complete in Fall/Winter of 2026 **(5 points)**
4. Please include examples of similarly completed projects, include three examples **(5 points)**
 - a. Provide Owner references if possible
 - b. Include an example of an occupied space project if possible
 - c. List previous experience with Missoula County if possible
5. Demonstrate the ability to meet insurance requirements for the project **(5 points)**
6. Describe firms proposed method for tracking RFIs, submittals, design changes, and change orders **(5 points)**
7. Include signed cover sheet & signed addendums(if applicable) **(0 points)**

Interviews

The Owner reserves the right to conduct interviews but does not anticipate conducting interviews at this stage. If the County chooses to interview, the offeror's key personnel for this project must be available for the interview.

SECTION 5 – COST SUBMISSION (60 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.

Missoula County has a construction budget of \$350,000.00 for this project. Please provide a Design Service fee based off of the information provided in this Request for Proposals, issued **November 25th, 2025**. If necessary, please request clarification on any aspect of this RFP or cost submission through the addendum process. Please also provide the Construction Administration Service fee for the project. Please provide these fees as a percentage of the cost of construction.

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. The highest scoring candidate will be awarded this project.

EVALUATION CRITERIA

	Company Profile and Experience of Proposed Personnel	40 Points
	Cost Proposal	60 Points
	Interviews (if needed)	0 Points

Missoula County Standard Terms and Conditions

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

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

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

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

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

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

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

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

DEBARMENT: The contractor certifies, by submitting this bid or Submission, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or

voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If the contractor cannot certify this statement, attach a written explanation for review by the County.

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

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

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

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

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

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

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

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

businesses may want to obtain the guidance of their attorney or accountant to determine whether their activity is considered transacting business.

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

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

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

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

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

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

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

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

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

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