



**MISSOULA COUNTY
REQUEST FOR PROPOSALS (RFP)**

RFP Title:

Missoula County Emergency Medical Dispatch Protocol Software System

RFP Due Date and Time:

February 18, 2026, 5:00 PM MDT

ISSUING DEPARTMENT INFORMATION

Procurement Officer:

Lester Bracey, Missoula County Auditor

Issue Date:

January 15, 2026

Procurement Officer Address:

Missoula County
199 W. Pine St
Missoula, MT 59802

Procurement Officer Email and Telephone Number:

lbracey@missoulacounty.us
406-258-3526

OFFEROR SUBMITTAL INSTRUCTIONS

Return Proposals to:

Lester Bracey, Missoula County Auditor
199 W. Broadway
Missoula, MT 59802

Subject Line Must Be Titled:

Missoula County 9-1-1 Emergency Medical
Dispatch Protocol Software System

Proposal Due Date:

February 18, 2026, 5:00 PM MDT

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.

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	January 15, 2026
Deadline for submitting written questions	January 29, 2026
Written responses posted to County website	February 3, 2026
Proposal due date	February 18, 2026, 5:00 PM MDT

SECTION 1 - RFP OVERVIEW

INTRODUCTION

Missoula County is seeking to purchase an Emergency Medical Dispatch Software Protocol System. This software system will be utilized to provide Emergency Dispatch Protocols and directives in the form of Question and Answer (aka Q&A) type scripted guidance for Emergency Medical Service dispatching.

SINGLE POINT OF CONTACT

The procurement officer will be the single point of contact for inquiries regarding this RFP from the date issued until the selection is publicly announced. Offerors may not communicate with any County officials or staff regarding this procurement, except at the direction of the procurement officer; and any unauthorized contact may disqualify the offeror from further consideration. Contact information for the procurement officer is:

Procurement Officer: Lester Bracey
E-mail Address: lbracey@missoulacounty.us

OFFEROR QUESTIONS

Any questions or requests for clarification or interpretation of this RFP must be addressed in writing to the procurement officer on or before **January 29, 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;
- 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 **February 3, 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 Proposal.

GENERAL REQUIREMENTS

Mandatory Requirements of the RFP

To be eligible for consideration, an offeror must provide all information requested in Section 4. A proposal that fails to provide any information requested may be deemed nonresponsive or be subject to deduction of points during scoring.

Understanding of Specifications and Requirements

By submitting a response to this RFP, the offeror attests to an understanding of the specifications and requirements described herein and agrees to comply with such.

Prime Contractor and Subcontractors

If this RFP results in a contract award, the offeror selected will be the prime Contractor and shall be responsible for all work of any subcontractors. The Contractor shall be responsible to the County for the acts and omissions of all subcontractors or agents and of persons directly or indirectly employed by such subcontractors, and for the acts and omissions of persons employed directly by the Contractor. Furthermore, nothing contained within this document or any contract documents created from any contract awards derived from this RFP shall create a contractual relationship between any subcontractor and the County.

Offeror's Signature

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

Offer in Effect for 120 Calendar Days

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

PROPOSAL REQUIREMENTS

Proposal Organization

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

Compliance with Instructions

Scoring points may be deducted for failure to comply with these instructions. Furthermore, a proposal may be deemed nonresponsive and disqualified from consideration if it does not follow the response format, is difficult to read or understand, or is missing required information.

Extraneous or Outside Information

Selection and contract award will be based on the offeror's proposal and the evaluation of other information outlined in this RFP. Offeror responses may not include references to information located on internet websites, in libraries, or at other external locations unless specifically requested in the RFP. Such information will not be considered, will have no bearing on any award, and may result in the offeror's disqualification from further consideration.

Copies Required and Deadline for Receipt of Proposals

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

Proposals must be labeled with the project name and received by the procurement officer by the due date and time. The offeror is solely responsible for assuring delivery by the deadline.

Late Proposals

Regardless of cause, late proposals will not be accepted and will be automatically disqualified from consideration.

Preparation Costs

The offeror is solely responsible for all costs incurred prior to contract execution.

SECTION 2 - RFP STANDARD INFORMATION

AUTHORITY

This RFP is issued under the authority of the Missoula County Purchasing and Contracts Policies. The RFP process is a procurement option which allows the award to be based on evaluation criteria in addition to cost. Section 5 states the relative importance of all evaluation criteria, and only the evaluation criteria outlined in the RFP will be used.

OFFEROR COMPETITION

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

PUBLIC INSPECTION OF PROPOSALS

Public Information

All information received in response to this RFP, including copyrighted material, is deemed public information and with one exception will be available for public viewing and copying after the proposal deadline. All requests for information must be made through the County's website at: <https://missoulacountymt.nextrequest.com/>.

The public will not be able to view bona fide trade secrets meeting the requirements of the Uniform Trade Secrets Act, Title 30, Chapter 14, Part 4, MCA. The procurement officer will remove any such trade secrets from the RFP prior to public viewing.

Bona Fide Trade Secrets

Confidential information meeting the requirements of Title 30, Chapter 14, Part 4, MCA will be available for review only by the procurement officer, the evaluation committee members, and limited other designees.

Before the RFP is made available to the public, the procurement officer will remove the confidential information if the following conditions are met:

- Confidential information is clearly marked and separated from the rest of the proposal.
- No confidential material is contained in the cost section.
- An affidavit from the offeror's legal counsel attesting to and explaining the validity of the trade secret claim is attached to the proposal. To make the trade secret claim, legal counsel must use the Missoula County "Affidavit for Trade Secret Confidentiality" form available at <https://www.missoulacounty.us/government/administration/auditor-s-office/bids-proposals/bids-proposals-policies-forms>

The offeror shall pay all legal costs and fees associated with defending a claim for confidentiality if a "right to know" request is received from another party.

CLASSIFICATION AND EVALUATION OF PROPOSALS

Classification of Proposals as Responsive or Non-responsive

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

- Required information is not provided;
- The cost proposal is excessive or inadequate as measured by criteria stated in the RFP;
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 decide 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 “non-responsive” at any time during the procurement process if information surfaces to support such a determination.

Evaluation of Proposals and Offeror Interviews

The remaining proposals will be scored according to the evaluation criteria stated in Section 5. 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

Missoula County 911 Communications Center is the dedicated PSAP for Missoula County including the incorporated City of Missoula serving a total population of approximately 120,000 and covers approximately 2,600 square miles in western Montana. For the calendar year 2025, 111,372 calls for service were placed into CAD. The Missoula County 911 Center answers emergency 9-1-1 calls as well as non-emergent calls for service and directly dispatches two (2) law enforcement agencies, nine (9) fire departments, and ALS/BLS air and ground emergency medical service ambulances.

Current Operational status the proposed system must interface with:

- CAD System-New World Tyler Technologies
- 9-1-1 Phone System-Motorola Vesta

Missoula County 9-1-1 Center contains: Eight (8) Dispatch console positions located within the center and two (2) dispatch console positions at a backup center located at the Missoula Airport. A training room is located opposite the 9-1-1 Center and contains four (4) training computers. The equipment back room is located adjacent to the 9-1-1 Center. The dispatch positions are connected via ethernet, hardwire to the back room.

Qualifications and Experience

- Must be a manufacturer, factory-authorized distributor or reseller of NENA-compliant NG9-1-1 Systems and associated products being proposed.
- Must have the capability to provide the services described within this RFP proven through manufacturer agreements, technical certifications, qualified engineering, installation and maintenance resource capacity and capability, past similar installations, and current customer references.
- Must have a successful history in providing the solution as proposed, including services and support similar governmental entities.

Software/System Requirements

The EMD (Emergency Medical Dispatch), system(s) software shall provide or include the following capabilities:

- Scripted Case Entry questions for gathering vital information, including address(es), telephone number(s), chief complaint, age, sex, conscious or unconscious, breathing or not breathing and the number of victims.
- Scripted Key Questions for each separate medical chief complaint.
- Scripted Pre-Arrival Instructions, that emphasize key actions and decision pathways.
- Protocols that are maintained and updated by the International Academy of Emergency Dispatch (IAED). The EMD systems shall incorporate call prioritization with the ability to recommend appropriate call type based on incident nature.
- The EMD systems shall include CAD integrated emergency dispatch system protocol software that is an expert system which interacts with the Emergency Telecommunicator to display each question with answer choices in the interrogation sequence, prompt the Emergency Telecommunicator for a response, recommend a response assignment and sequentially display pre-arrival instruction panels.

- The EMD system shall offer customization to accommodate existing protocols and systems
- The EMD systems shall include an automated Quality Assurance EMD Case Review software program capable of providing case histories of each incident and comparative histories providing individual dispatcher case statistics. The system must also be capable of providing reports that reflect any period of time or data field requested such as the current week, month, or year to date statistics.
- The successful proposal/vendor shall provide EMD guide and flip card sets, at each operator station as a back-up to the computer software.
- The proposed system shall include an EMD on-line continuing education program.
- The vendor shall have the ability to provide EMD training, initial certification, and recertification. Software training, technical support, consultation services, and warranty service shall be provided.
- The vendor must provide 24 hour/7 day technical support service for the EMD related software.
- The Emergency Medical Dispatch Protocol Software System must meet or exceed all national criteria set by NENA (National Emergency Number Association) ASTM, NHTSA, NFPA, AHA, CPR, US Department of Transportation, and National Association of EMS Physicians.
- The vendor shall provide information of any other optional Emergency Dispatch Protocol modules (fire, law enforcement) that may be coupled or contained within the software.

Project Scope and Timeline

The selected vendor and Missoula County shall agree upon a proposed delivery timeline prior to the start of the system installation. The vendor shall provide a detailed implementation plan with a timeline, milestones, and deliverables. The vendor will be responsible for interacting and cooperating with all other system vendors and their assigned project managers (vendors who will be providing other critical components of the 9-1-1 Center equipment). The vendor is responsible for installing all equipment and new cables required for the proposed system to include any necessary cable extenders. The vendor shall include in its response, a training curriculum for users, administrators and training instructors. The training curriculum shall include instruction on all aspects of the proposed Emergency Medical Dispatch Protocol Software System and accompanying flip card sets. Training will be required for twenty-seven (27) users and two (2) system administrators. The vendor shall develop or provide an e-learning training program to include training for new employees and continuing education on new features and enhancements. The system maintenance period for all hardware, software, and on-site maintenance shall begin upon final acceptance of the entire system and shall run for a period of at least one (1) year and include additional option year(s) for a maximum contract length of five (5) years.

SECTION 4 - OFFEROR QUALIFICATIONS

The proposal should be submitted as one document via email in a printable PDF format. The proposal may include links to other documents and/or appendices; however, the proposer should not assume these will be reviewed. All content the proposer feels is necessary for selection should be included in the body of the proposal, which should not exceed twenty-five (25) 8.5x11-inch pages, single-sided, font size no smaller than 12 point, and utilizing one-inch margins.

The body of the proposal shall contain the sections listed below and shall respond fully to all requirements of the RFP. Proposals that do not address the items in this section may be considered incomplete and disqualified.

1. Letter of interest. Provide a cover letter written by the project manager, including email addresses and phone numbers and all firms involved.
2. Project understanding. The consultant should demonstrate their understanding of the county's needs and requirements of an Emergency Medical Dispatch Protocol Software.
3. Approach. Describe the project approach proposed by the consultant including a timeline, work schedule, scope of work including key deliverables.
4. Availability. It is important for the consultant to be capable of responding to the county's needs in a timely manner, complete deliverables on time and be an efficient resource for the county. The submittal should address the consultant's approach to ensuring the county's needs are met in a timely manner.
5. Experience. Consultant's qualifications and previous successes and lessons learned: description of the team including its organizational structure, roles and qualifications, and experience performing similar services together; include three examples of relevant projects that demonstrate the team's ability to meet the project objectives and deliver the elements outlined in the scope of services.
6. References. Provide a minimum of three references that are using or have used the services of the type proposed in this RFP within the last five years. At a minimum, provide the company name, location where the services were provided, contact person(s), contact telephone number, email address, and a complete description of the services provided, and the dates of service.
7. Budget. Provide a cost proposal that is considered responsive to the requirements of this RFP.

Interviews

The County reserves the right to conduct interviews. If the County chooses to exercise this option, 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.

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 - EVALUATION PROCESS

The county will follow the selection process outlined below.

1. Interested consultants shall submit proposals to the county based on the guidelines and information herein. They shall specify which project elements they are addressing.
2. Selection committee will review proposals based on the evaluation criteria outlined below.
3. Selection committee will conduct interviews or product demonstrations as deemed necessary.
4. Selection will identify vendor(s) for award and initiate contract negotiations.
5. If an agreement cannot be reached with the selected vendor(s), the second highest ranking vendor will be contacted to negotiate an agreement.

A selection committee, including the Missoula County 9-1-1 staff and Advisory Board members will review and evaluate the proposals according to the criteria that follow, based upon a total number 100 points.

EVALUATION CRITERIA

1. Project understanding	20
2. Approach	30
3. Availability	10
4. Experience	20
5. References	10
6. <u>Budget</u>	<u>10</u>
Total	100

Missoula County reserves the right to reject any or all proposals if it is determined that the submissions are not responsive to the RFP or if they are judged contrary to the best interests of the County. The selection committee may request parties submitting responses to make presentations as part of the evaluation process. Missoula County reserves the right to request clarification or additional information from any party submitting a response to assist in the selection process.

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.