



MISSOULA COUNTY REQUEST FOR PROPOSALS (RFP)

RFP Title:

Missoula County Emergency Communication and Mass Notification System

RFP Due Date and Time: July 7, 2026, by End of Day

ISSUING DEPARTMENT INFORMATION

Procurement Officer:

Lester Bracey, Missoula County Auditor

Issue Date:

June 16, 2026

Procurement Officer Address:

Missoula County
200 W Broadway
Missoula, MT 59802

Procurement Officer Email and Telephone Number:

lbracey@missoulacounty.us
406-258-3526

OFFEROR SUBMITTAL INSTRUCTIONS

Return Proposal to:

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

Subject Line Must Be Titled: Missoula County
Emergency Communication and Mass Notification
System

RFP Response Due Date: July 7, 2026 by End of Day

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	June 16, 2026
Deadline for submitting written questions	June 23, 2026
Written responses posted to County website	June 26, 2026
RFP response due date	July 7, 2026 – By End of Day
Demonstrations & interviews for qualified vendors	July 13-16, 2026
Notify vendor of contract award	July 17, 2026

SECTION 1 - RFP OVERVIEW

INTRODUCTION

Missoula County is seeking proposals from qualified vendors to provide a comprehensive emergency notification platform.

The County's primary requirement is the implementation of a reliable internal emergency communication system capable of rapidly distributing critical information to employees during emergencies, incidents, and operational disruptions. The proposed system must also support employee accountability and reunification.

In addition to the required internal communications system, the County is interested in evaluating vendors that also offer external emergency notification solutions designed to support communications with County residents and the public. Desired external capabilities may include reverse 911 functionality and optional resident

information-sharing features that could assist 911 personnel and emergency responders during incident response operations.

While external communication capabilities are not a mandatory requirement of this procurement, vendors capable of providing both internal employee communication and external public notification solutions will be viewed favorably as part of the County's evaluation process.

CONTRACT PERIOD

Contract term: Up to 7 years

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 June 23, 2026. For purposes of this RFP, "in writing" consists of email. Questions submitted must include:

- Company name and address;
- Contact information, including name, email address, telephone number, and fax number;
- Clear reference to the section, page, and item in question.

Questions received after the deadline will not be considered.

The County will provide a formal written addendum by June 26, 2026, to questions received by the deadline. No other form of interpretation, correction, or change to this RFP will be binding upon the County. Any addendum will be posted on the County's website, <http://missoula.co/rfp>

An Acknowledgment of Addendum must accompany the RFP response.

PREFERENCES

Please note the following three Missoula County Resolutions:

- Resolution No. 2020-061 A Resolution Giving Procurement Preference to Disadvantaged Business Enterprises
- Resolution No. 2020-076 Montana Registered Apprenticeship 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 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 proposal's name and received by the procurement officer by the due date and time. The offeror is solely responsible for assuring delivery by the deadline.

Late Proposals

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

Preparation Costs

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

SECTION 2 - RFP STANDARD INFORMATION

AUTHORITY

This RFP is issued under the authority of the Missoula County Purchasing and Contracts Policy. The RFP process is a procurement option which allows the award to be based on evaluation criteria in addition to cost. Section 6 states the relative importance of all evaluation criteria, and only the evaluation criteria outlined in the RFP will be used.

OFFEROR COMPETITION

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

PUBLIC INSPECTION OF PROPOSALS

Public Information

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

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

Bona Fide Trade Secrets

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

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

- Confidential information is clearly marked and separated from the rest of the proposal.
- No confidential material is contained in the cost section.

- An affidavit from the offeror's legal counsel attesting to and explaining the validity of the trade secret claim is attached to the proposal. To make the trade secret claim, legal counsel must use the Missoula County “Affidavit for Trade Secret Confidentiality” form available 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;
- Cost information is contained in the body of the RFP. Please submit the cost proposal as a separate document. Both documents can be sent with the same email.
- The proposal does not conform to the specifications described and required in the RFP.

If a proposal is found to be non-responsive, it will receive no further consideration.

Determination of Offeror Responsibility

The procurement officer and/or the selection committee will make a determination whether an offeror has met the standards of responsibility based on the requirements of the RFP. Factors used to determine the responsibility may include whether the offeror has:

- The appropriate financial, material, equipment, or human resources to meet all contractual requirements;
- A satisfactory record of integrity;
- The legal ability to contract with the County;
- Provided all information requested for use in the determination of responsibility; and
- A satisfactory record of past performance.

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

Evaluation of Proposals and Offeror Interviews/Product Demonstration

The remaining proposals will be scored according to the evaluation criteria stated in Section 6. The selection committee may ask finalists to appear for interviews or product demonstrations or to provide written responses to items requiring clarification. Any costs associated with interviews or product demonstrations are the sole responsibility of the offeror.

County’s Right to Investigate and Reject

The County may make such investigations as are deemed necessary to determine the ability of the offeror to provide the product or services specified. The County reserves the right to reject any proposal if the evidence

obtained fails to satisfy the County that the offeror is properly qualified to perform the obligations of the contract. This includes the County's ability to reject a proposal based on negative references.

Offeror Selection and Contract Execution

After an evaluation of the offeror interviews and/or product demonstrations, the selection committee will recommend a contract award, which the procurement officer will communicate to the offeror selected. If the offeror does not accept all material terms of the County contract, the County may move to next ranked offeror or cancel the RFP. The work described in the RFP may begin only after the contract is signed by all parties.

COUNTY'S RIGHTS RESERVED

The RFP in no way constitutes a commitment by the County to award and execute a contract. If such actions are deemed in its best interests, the County, in its sole discretion, reserves the right to:

- Cancel or terminate this RFP;
- Reject any or all proposals received in response to this RFP;
- Waive any undesirable, inconsequential, or inconsistent provisions of this RFP;
- If awarded, suspend contract execution; or terminate the resulting contract if the County determines adequate county funds are not available.

SECTION 3 - SCOPE OF PROJECT OF PRODUCT SPECIFICATIONS

Internal Emergency Communication System (Required Capability)

Implementation Date:

September 25, 2026

Contract Term:

Up to 7 years, billed annually

Project Overview:

Missoula County is a local government agency employing approximately 1,000 employees. Employees are dispersed throughout approximately 25 campuses, some of which are also occupied by other government agencies or building partners. The County's primary objective is to procure an internal emergency communication system for staff notification, accountability, and incident coordination.

The selected vendor shall provide Software-as-a-service (SaaS) emergency communication platform that includes:

- Desktop computer application
- Mobile application availability on common mobile device platforms
- Integration capabilities for transmitting emergency reports to the 911 Center
- The ability for users to communicate directly with 911 through the application
- Geofencing capabilities to associate emergency events with designated buildings or facilities
- Non-emergency messaging capabilities for specified groups or audiences
- Secure storage and retrieval of emergency plans, procedures, and related documents
- Capabilities to conduct drills, exercises, and test simulations
- Vendor-supported onboarding, training, and ongoing technical support for the contract term

Communication Capabilities:

The system must support rapid communication of applicable emergencies with all employees and non-county building partners across all working environments, including personnel located:

- Within designated county facilities

- In the field
- Working remotely
- Traveling between job sites or facilities

The system must support segmented communications and targeted messaging to specific agencies, departments, divisions, facilities, operational groups, or incident teams. The platform must support multi-channel communication delivery methods including:

- SMS/text messaging
- Push notifications
- Mobile application notifications
- Email notifications
- Desktop alerts

Employee Data Integration:

The system must be capable of accepting and maintaining accurate employee and personnel data, including but not limited to employee name, employee job position, department name, department head or supervisor, and employee contact information. The system should be capable of accepting and maintaining this data through an integration with the County’s Workday Human Capital Management (HCM) application.

The proposed solution shall support automated user provisioning and ongoing synchronization of employee data. The system shall also support automated notifications prompting employees to register for and utilize the mobile application during initial implementation and upon onboarding of new employees thereafter.

Accountability and Reunification:

The system must support employee accountability and reunification efforts by allowing:

- Designated personnel to access accurate staff rosters for their department and conduct real-time roll call and accountability tracking.
- Off-site personnel the ability to self-report their status as safe or requiring assistance.
- Designated personnel to view employee contact information during incidents, including the ability to initiate calls directly from the mobile application.
- Designated personnel to access employee’s emergency contact information.

Administrative Access and Multi-Organization Support:

The system shall support multiple administrative users and role-based access controls, allowing participating agencies, partner organizations, or businesses to independently manage their own users, employee contact information, groups, and notification settings without requiring centralized administration by a single organization or administrator.

The vendor shall describe available permission structures, administrative hierarchy capabilities, and audit logging features.

Building Automation System Integration:

It is strongly preferred that the proposed system allows input from the County's building automation system, for initiation and subsequent communication of emergency alerts. These alert types to include panic alarms and building lockdown alarms. The proposed Internal Emergency Communication System should be capable of being triggered by the County's building automation system via one of the following methods: application programming interface (API), email, or physical contacts.

Technical, Accessibility and Security Requirements:

All Offerors **must** complete and submit Missoula County’s **Exhibit A: Cloud-Based Solution Checklist**, as part of their proposal. Submission of the checklist is **mandatory**. Proposals that do not include a complete checklist will be considered **non-responsive**.

Technical evaluation for this RFP will be performed, in part, based on the information provided within the Cloud-Based Solution Checklist. The checklist is the County's standard instrument for assessing the security, technical soundness, cloud architecture, data-handling practices, and operational integrity of cloud-based platforms.

Minimum Technical Requirements:

The proposed system **shall** meet or exceed the following:

1. Cloud Hosting & Architecture
 - Must be delivered as a secure, modern locally deployable OR Software-as-a-Service (SaaS) platform.
 - *If Cloud/SaaS:* Must operate in a reliable cloud environment that supports redundancy, high availability, failover, and disaster recovery.
 - Must include secure, documented integration capabilities (API, email, or physical interface) to support emergency automation triggers and interoperability with County systems.
2. Identity and Access Management
 - Must support Single Sign-On (SSO) using SAML 2.0, OAuth2/OIDC, or equivalent industry-standard authentication protocols.
 - Must support role-based access control (RBAC) and multi-agency administrative delegation.
3. Security & Compliance
 - Must meet or exceed security requirements, where applicable:
 - Encryption of data at rest and in transit
 - Logging, audit trails, and administrative oversight
 - Documented incident response procedures
 - Vendor security certifications or attestations, where applicable
 - Must comply with applicable local, state, and federal regulations regarding data privacy and security.
4. Data Ownership & Portability
 - Missoula County retains exclusive ownership of all County data stored or processed within the system.
 - The system must support data export in standard, machine-readable formats.
 - Vendor must support both onboarding and offboarding data migration assistance.
5. System Integration Capabilities
 - Must support integrations needed for:
 - Emergency alert automation from building systems
 - 911 Center integrations for emergency communication
 - Segmented communication across departments, divisions, partner agencies, and operational groups
6. System Performance & Operations
 - Must meet high-availability expectations appropriate for emergency communication (e.g., 99.9% uptime or greater).
 - Must provide mobile application support across major platforms.
 - Must support continuous vendor maintenance, updates, patching, and system reliability improvements.
7. Vendor Support & Lifecycle Management
 - Must provide onboarding support, training, and ongoing technical assistance for the full contract term.
 - Must document change-management, scheduled maintenance procedures, and update/patch processes.

Offerors must submit within their proposal:

- Any public-facing components of the system, such as client or client portals, online forms, or scheduling tools, must comply with WCAG 2.1 AA and Section 508 standards to ensure accessibility for all users. Internal systems should be designed to support or be compatible with commonly used assistive

technologies (for example, screen readers, keyboard navigation, or high-contrast display settings) to allow effective use by County staff who may require accommodations.

Offerors must submit within their proposal: Completed Exhibit A: Cloud-Based Solution Checklist (mandatory)

- Technical architecture documentation
- Security overview and compliance documentation
- SSO and authentication design detail
- API/integration capabilities description
- Logging and audit explanation
- System update and lifecycle maintenance description

***Please see link to Exhibit A on the Missoula County Auditor's Website**

Public Alerting and External Emergency Communication System (Preferred Capability)

Implementation:

February 2027

Project Overview:

While the primary focus of this procurement is internal emergency and operational communications, the County is interested in understanding each vendor's ability to support public alerting and external communications functions. These capabilities are not required for consideration, however, proposals that demonstrate this functionality may receive favorable consideration during the evaluation process.

Vendors are encouraged to describe any available public alerting and external communication capabilities, including but not limited to:

- Ability to access and originate alerts through the Integrated Public Alert and Warning System (IPAWS).
- Ability to access and originate TEST alerts to the IPAWS lab environment.
- Description of customer support and training for alert originators.
- Geographic targeting capabilities, including map-based alerting and polygon-based notifications and or group based notifications.
- Mass notification delivery through SMS/text, voice calls, email, mobile applications, social media, web-based channels and other opt in devices.
- Support for both emergency and non-emergency public messaging.
- Options for polling within the messaging software.
- Message templates, pre-scripted alerts, and workflow automation.
- Role-based permissions and approval processes.
- Delivery reporting, analytics, and audit logging.
- Multilingual messaging capabilities.
- Accessibility features supporting communication with individuals with disabilities and those with limited English proficiency. Platform, software, services or digital content must comply with ADA and meet WCAG 2.1 Level AA at a minimum.
- Public subscription management and resident opt-in notification programs.
- Integration with 911, emergency management, GIS or other public safety systems.
- Mobile alert origination and management capabilities.
- Any additional public warning or community engagement features available within the proposed solution.
- All technical, accessibility and security requirements listed under the required Internal Emergency Communications System apply to this preferred external system

Vendors should clearly identify any certifications, partnerships, or compliance standards related to public alerting, including IPAWS participation and experience supporting emergency management and public safety agencies.

SECTION 4 - OFFEROR QUALIFICATIONS

To enable the County to evaluate the capabilities of the offeror and its ability to supply the product and/or services specified in this RFP, the offeror must provide the following:

Company Profile and Experience of Personnel

- Introductory letter or statement of interest;
- Firm name, address, and principal contact for this RFP;
- Senior management of the firm;
- A general description of the firm including its primary source of business, organizational structure and size, number of employees, and years of experience performing services or supplying products similar to those described within this RFP;
- A resume or summary of qualifications, work experience, education, certification, and skills for all key personnel, including any subcontractors, who will perform any aspect of this contract. Include each individual's anticipated role and years of experience providing services similar to those described in this RFP.

Firm Experience

- A detailed description of at least 3 similar past projects or products provided;
- The dates the services/products were provided;
- The client for whom the services were provided; and
- Contact information for the client.

Financial Information

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

Product Information

- How does the mobile application function if the user is not within cellular service?
- Describe the attributes of the product that will satisfy the requirements of this RFP.
- How long has it been on the market?
- What differentiates it from competitors' products?
- What is its safety/performance history?
- Where are service personnel located?
- Describe the availability of replacement parts.
- Provide the terms of any warranty on this product.
- Describe any buy-back programs the company offers.

Project Approach and Timeline

The County's current internal emergency communication system agreement is scheduled to conclude in September 2026. The County's current external emergency notification system agreement is scheduled to conclude in February 2027. Vendors shall provide a proposed implementation timeline that ensures continuity of service and full operational deployment prior to the applicable contract transition dates.

The county's desired implementation date for the internal emergency communication platform is no later than September 25, 2026.

- Describe how the firm will approach this project.
- Provide a timeline for project completion.

References

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

Interviews or Product Demonstrations

The County reserves the right to conduct interviews or observe product demonstrations. If the County chooses to exercise this option, the offeror's key personnel for this project must be available for the interview or product demonstration in Missoula, Montana (at the Firm's expense). A virtual option hosted by Missoula County's Microsoft Teams platform may be considered.

INSURANCE REQUIREMENTS

Contractor will be required to maintain general liability insurance in the amount of one million dollars (\$1,000,000) per occurrence and two million (\$2,000,000) in the aggregate. Contractor will be required to provide professional liability insurance.

In accordance with §§ 39-71-401 and 39-71-405 MCA, Contractor agrees to provide workers' compensation insurance for its employees while performing work under this Agreement. Contractor shall provide proof of compliance in the form of workers' compensation insurance or documentation of corporate officer status and maintain such insurance or corporate officer status for the duration of the contract.

All insurance policies required must be from an insurance carrier licensed to do business in the State of Montana. Contractor agrees to furnish proof of required insurance to the County prior to commencing work under Agreement. Missoula County must be listed as an additional insured on the general liability insurance certificate for this Agreement unless otherwise specified by Missoula County.

SECTION 5 – COST PROPOSAL

The cost proposal must be submitted as a separate document from the written proposal to be considered responsive to the requirements of this RFP. The cost proposal must not be included in the body of the proposal. The cost proposal file may be sent in the same email as the rest of the proposal.

- Summary- provide an overall summary of the product and services to be provided under this RFP including basic package and add-on options.
- Include itemized budget with narrative justification and the total project cost.
- Include any costs/fees for enhancements, additional features, ongoing maintenance, technical assistance, and/or other items not otherwise included in the base project cost.
- Technical support
- Training in person and virtual
- Invoicing. The County's preference is an annual invoice.

SECTION 6 – EVALUATION PROCESS

The selection committee will review and evaluate the proposals according to the criteria that follow, based on a total number of 100 points. The selection committee will review and evaluate the proposals according to the criteria that follow, based on a total number of 100 points. Proposals which include both internal and external communication system will be viewed favorably.

EVALUATION CRITERIA

Phase 1: Written Proposal Review (100 points)

The County will evaluate written proposals based on the criteria listed below. Based on these scores, the County may select the highest-ranked proposers to participate in interviews and demonstrations.

Category	Points Available
Financial Stability	Pass/Fail
Technology, Accessibility & Security	Pass/Fail
Fully completed submission	Pass/Fail
Functional Requirements & Operational Capability	30
Integrations and Data Management	10
Project Approach & Timeline for Implementation	10
References	10
Training & Support	10
Vendor Experience	5
Public Alerting and External Emergency Communication System Capability	5
Cost	20

Total Points 100

Phase 2: Interviews and Demonstrations (50 points)

The highest-ranked proposers from Phase 1 may be invited to participate in interviews and demonstrations, which will be evaluated using separate criteria scored out of a possible 50 points. Phase 2 scores will be used to determine the final ranking of shortlisted proposers and may serve as the basis for contract award.

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.

