



MISSOULA COUNTY REQUEST FOR QUALIFICATIONS (RFQ)

RFQ Title:

Larchmont Golf Course – Master Planning & Building Improvements Project

RFQ Due Date and Time:

August 20th, 2026 @5:00p.m.

ISSUING DEPARTMENT INFORMATION

Procurement Officer:

Lester Bracey, Missoula County Auditor and
Procurement Officer

Issue Date:

July 27th, 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 Submission to:

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

Subject Line Must Be Titled:

Larchmont Golf Course – Master Planning &
Building Improvements Project

RFQ Due Date:

August 20th, 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 RFQ RESPONSE

INSTRUCTIONS TO OFFERORS

Follow the format presented in the RFQ. 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.

RFQ TIMELINE

EVENT	DATE
RFQ issue date	July 27 th , 2026
Site Pre-Proposal Walkthroughs	August 11 th & 12 th , 2026 – 8am-5pm
Deadline for Submitting Written Questions	August 13 th , 2026 at 5:00p.m.
Written responses Posted to County Website	August 17 th , 2026 at 5:00p.m.
RFQ Response Due Date	August 20 th , 2026 at 5:00p.m.

There will be pre-proposal walkthroughs available on **August 11th & 12th, 2026 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: eredfern@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 - RFQ OVERVIEW

INTRODUCTION

Larchmont Golf Course is a Missoula County owned and managed facility that is located at 3200 Fort Missoula Rd., in Missoula, Montana. The golf course was first developed in the early 1980s, with the clubhouse being built around 1993.

The Larchmont Golf Course received an operation & business review plan in 2023 from the National Golf Foundation (NGF). The NGF review provided recommendations to both the site & the buildings. These recommendations include short-term improvements to be made to the maintenance building & the clubhouse building and also long-term recommendations that will require further evaluation. Following the completion of this review, Missoula County (Owner) is now seeking a qualified Architectural firm to lead up the Larchmont Golf Course – Master Planning & Building Improvements Project. Although this project will begin as a Master Planning phase, it is expected that this project will carry through into construction drawings for selected projects following the Master Planning phase. Further information regarding the description of the project and the services being sought under this RFQ are noted under **Section 3**.

This RFQ 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 RFQ, 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 **September 30th, 2026**. The contract period will end no later than **June 30th, 2028**(excludes warranty period).

MAIN POINTS OF CONTACT

There are two points of contact for inquiries regarding this RFQ 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
Phone: 406-258-3526

Owner Representative: Ethan Redfern
Email Address: eredfern@missoulacounty.us
Phone: 406-552-9344

OFFEROR QUESTIONS

Any questions or requests for clarification or interpretation of this RFQ must be addressed in writing to the **procurement officer** on or before **August 13th, 2026 at 5:00p.m.** For purposes of this RFQ, “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 **August 17th, 2026 at 5:00p.m.** to questions received by the deadline. No other form of interpretation, correction, or change to this RFQ 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 RFQ 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 RFQ

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 RFQ, 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 RFQ 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 RFQ 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 RFQ 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 RFQ due date.

PROPOSAL REQUIREMENTS

Proposal Organization

Proposals must be organized into sections that follow the format of this RFQ. 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 RFQ. Offeror responses may not include references to information located on Internet websites, in libraries, or at other external locations unless specifically requested in the RFQ. 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 - RFQ STANDARD INFORMATION

AUTHORITY

This RFQ is issued under the authority of the Missoula County Purchasing and Contracts Policy. The RFQ 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 RFQ 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 RFQ, including copyrighted material, is deemed public information and with one exception will be available for public viewing and copying after the Submission deadline. A County copier will be available at a cost of \$.25 per page, but no County personnel will be provided to make copies.

The public will not be able to view bona fide trade secrets meeting the requirements of the Uniform Trade Secrets Act, Title 30, Chapter 14, Part 4, MCA. The procurement officer will remove any such trade secrets from the RFQ 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 RFQ 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 RFQ. 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 RFQ;
- The proposal does not conform to the specifications described and required in the RFQ.

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 RFQ. 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 RFQ. The work described in the RFQ may begin only after the contract is signed by all parties.

COUNTY'S RIGHTS RESERVED

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

SECTION 3 - SCOPE OF PROJECT

Project Description

Larchmont Golf Course is a publicly owned 18-hole Golf Course located in Missoula, MT that is owned and managed by Missoula County. The Golf Course has been part of the community since the 1980s, and is in good operational condition. The site went through a change in management in 2024 and is now solely managed by Missoula County. The site has two main buildings on its campus, a 3,900SF maintenance building, and a 7,700SF clubhouse. The clubhouse consists of a pro-shop, a food & beverage caddy shack that has both indoor and outdoor seating, and a golf cart storage bay.

In 2023, Missoula County contracted with NGF to perform a review of the site & the buildings. The point of the review was to evaluate the operations & business functions of the site. Following the review of the site, NGF issued a report that provided both short-term building & site improvements, along with long-term building & site enhancements.

The report noted that although the current maintenance building has great organization within it, the building itself is undersized, this is resulting in equipment needing to be stored outside. The employee space has also been deemed inadequate, especially during the summer months, when the seasonal employment is at its highest. In addition to having inadequate space, the building is also not setup for golf cart chargers, PV panels, or any other green energy system.

The clubhouse building which includes the pro-shop, a food & beverage caddy shack and a covered golf cart storage bay was deemed to be in good condition overall, but there were some identified deficiencies regarding the building. The evaluation noted that the exterior of the building is in deteriorating condition, needing exterior improvements such as roofing (flat roof was updated, but not the sloped section), siding, and painting. In addition to these findings, the clubhouse does not have internal connection between the pro-shop & the food & beverage caddy shack for the general public, forcing them to go out and around the building to access the food & beverage caddy shack.

Missoula County is looking to contract with a selected Architectural firm to prepare a Master Plan for the Larchmont Golf Course clubhouse & maintenance building, along with site improvements around their current footprint. This Master Plan will be used to determine both short-term projects, and long-term projects. Following the Master Plan, Missoula County will look to move forward with projects as they are financially able. Focusing on the maintenance building improvements & clubhouse improvements first, then evaluating clubhouse enhancements as long-term goals.

Missoula County will also require the selected firm to collaborate with selected consultants (such as NGF) in order to provide Missoula County with a cost benefit analysis of the long-term improvements, noted within the NGF report. These improvements include: An enhanced restaurant space within the food & beverage caddy shack, indoor golf simulators, and expanded golf cart storage with electrical charging stations for future electric golf carts. It is anticipated that electric golf cart chargers will need to be present in both the new maintenance building, along with the clubhouse covered storage bay, where the golf carts are currently located. The project will also evaluate the facilities restrooms, and update them as needed.

Following the Master Planning phase, it is expected that selected projects will then move from the Master Planning phase into design drawings, in preparation for construction. The full scope of services desired can be seen below.

Scope of Design Services Desired:

- Meet with Larchmont and other selected Missoula County staff, to review current conditions and develop a Master Plan for review based off of those discussions
 - Account for two initial meetings prior to preparing a schematic Master Plan for review
 - One site visit
 - One meeting to review proposed plan following site review
 - Account for developing general site plans for reference during Master Planning meetings
- Management/coordination of all consultants (electrical, mechanical/plumbing, structural) as required for this project
 - A Landscape Architect may also become necessary on this project, although it is not anticipated at this time
- Development of a Master Plan for review. The Master Plan shall include:
 - Site plans that clearly indicate proposed improvements and new builds as applicable
 - The Master Plan shall clearly lay out the proposed work in a phased approach. The plan should include the proposed timeline of the project, and the expected financial impact
 - Account for three iterations of the Master Plan for Owner review
- Account for a period of public comment & Missoula County Commissioner review
 - Please account for printing Master Plan renderings and providing these at any public comment meetings
 - Be prepared to speak about Master Planning design with interested public
- Following completion of the Master Planning phase, the selected design team will then work with the Owner to develop design drawings for selected projects. The design drawings will be used to further detail the proposed work.
 - The selected firm will be required to provide engineer & architect estimates along with these design drawings
 - To supplement the architectural estimates, Missoula County will reach out to local General Contractors and contract them to provide pricing for the design drawings. The selected firm will be responsible for answering questions that arise due to lack of clarity within the drawings
- Following the completion of the design drawings, the selected firm will be required to produce a permit/construction set of drawings.
 - Includes submission of drawings to the City of Missoula or any other Authorities Having Jurisdiction 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 – includes incorporation of all addendum changes (if applicable)

Scope of Construction Administration Services Desired:

Following Master Planning, and the issuance of permitted drawings. Once these projects reach the construction phase, Missoula County will be seeking the following construction administrative services from the selected firm:

- 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
- Perform Periodic Review of Construction
 - Anticipate site visits once a month during construction
- 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 (90 Points)

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

Company Profile, Experience and Proposed Personnel (100 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 RFQ
2. A small resume or summary of qualifications of the proposed design team for this project, please include consultants **(15 points)**
3. Please include examples of similarly completed projects, include three examples **(30 points)**
 - a. Provide Owner references if possible
 - b. Include an example of projects that started as a Master Plan and then were managed through the construction phase
 - c. List previous experience with Golf Courses if applicable
4. How does your firm approach site analysis in order to provide an effective Master Plan? **(20 points)**
5. Please state your firm's familiarity with using cost analysis to determine the payback of building/site investments **(10 points)**
6. Company/firm ability to be available to meet the timeline noted in the contract period section (see page 3 of RFQ) **(5 points)**
 - a. Desiring to contract a design firm immediately after RFQ selection
7. Describe firms proposed method for tracking RFIs, submittals, design changes, and change orders during the construction phase **(10 points)**
8. Demonstrate the ability to meet insurance requirements for the project **(0 points)**
9. Include signed cover sheet & signed addendums (if applicable) **(0 points)**

Interviews (10 points)

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 (N/A)

Missoula County has set aside funds to pursue the Master Planning. There are also capital funds set aside to pursue selected projects following Master Planning. However, it is anticipated that additional funding will need to be secured prior to the construction phase.

The project team will select the proposing firms based off of the criteria established in **Section 4**. From there, Missoula County will look to negotiate a fee for the services that are being sought within the Request for Qualifications.

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	100 Points
	Cost Proposal	N/A(Price to be negotiated)
	Interviews (if needed)	10 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.