



MISSOULA COUNTY REQUEST FOR QUALIFICATIONS (RFQ)

RFQ Title:

Seeley Lake Elementary School District Preliminary Architectural Report (PAR)

RFQ Due Date and Time:

October 9, 2026 @ 5:00 PM

ISSUING DEPARTMENT INFORMATION

Procurement Officer:

Lester Bracey

Issue Date:

September 14, 2026

Procurement Officer Address:

200 W. Broadway
Missoula, MT 59802

Procurement Officer Email and Telephone Number:

lbracey@missoulacounty.us
406-258-3526

OFFEROR SUBMITTAL INSTRUCTIONS

Return submission to:

Melissa Richards, Grants & Community Resources
Missoula County
131 E. Main St.
Missoula, MT 59802
grants@missoulacounty.us

Subject Line Must Be Titled:

Seeley Lake Elementary School District PAR

RFQ Response Due Date:

October 9, 2026, 5:00 PM

OFFEROR CONTACT INFORMATION AND AUTHORIZATION

Offeror Name/Address:

Melissa Richards, Grants & Community Resources
131 E. Main St.
Missoula, MT 59802

Authorized Offeror Signature:

Melissa Richards
Print name and sign in ink.

Offeror Phone Number:

(406) 258-4657

Offeror FAX Number:**Offeror Email Address:**

grants@missoulacounty.us

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. Statements of Qualifications are evaluated solely on the information and materials provided in the response.

Adhere to the submission due date. Late Statements of Qualifications 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 submission requirements;
- Correctly executed Missoula County "Affidavit for Trade Secret Confidentiality", if the submission contains confidential or proprietary information as defined in MCA Title 30, Chapter 14.

RFQ TIMELINE

EVENT	DATE
RFQ issue date	September 14, 2026
Deadline for submitting written questions	September 25, 2026
Written responses posted to County website	October 2, 2026
RFQ response due date	October 9, 2026
Contract award	Within 60 days of RFQ Date

SECTION 1 - RFQ OVERVIEW

INTRODUCTION

The County of Missoula received a federal CDBG award from the Montana Department of Commerce (MDOC) for a professional architecture firm to develop a Preliminary Architectural Report (PAR) for Seeley Lake Elementary School District (SLE).

CONTRACT PERIOD

The contract period will coincide with the contract between Missoula County and the Montana Department of Commerce and will expire on October 31, 2027. An extension may be provided upon request and showing of good cause by the contracted service provider.

SINGLE POINT OF CONTACT

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

Grant Administrator: Melissa Richards
E-mail Address: grants@missoulacounty.us

OFFEROR QUESTIONS

Any questions or requests for clarification or interpretation of this RFQ must be addressed in writing to the grant administrator on or before September 25, 2026. 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 October 2, 2026 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, <http://missoula.co/rfp>.

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 submission 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 and SLE 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 and SLE.

Offeror's Signature

The submission must be signed by an individual legally authorized to bind the offeror. The offeror's signature is a guarantee that the submission 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 60 Calendar Days

The offeror may not modify, withdraw, or cancel a submission for a 60-day period following the RFQ due date.

SUBMISSION REQUIREMENTS

Submission Organization

Statements of Qualifications 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 submission 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 submission 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 Statements of Qualifications

The submission must be submitted to the Grants and Community Resources Department by email.

Statements of Qualifications must be labeled with the Offeror's name and received by the Grants and Community Resources Department by the due date and time. The offeror is solely responsible for assuring delivery by the deadline.

Late Statements of Qualifications

Regardless of cause, late Statements of Qualifications 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 County 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. 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 grant administrator 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 grant administrator, the evaluation committee members, and limited other designees.

Before the RFQ is made available to the public, the grant administrator 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/bids-proposals/>

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 STATEMENTS OF QUALIFICATIONS

Classification of Statements of Qualifications as Responsive or Non-responsive

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

- Required information is not provided; or
- The submission does not conform to the specifications described and required in the RFQ.

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

Determination of Offeror Responsibility

The grant administrator and/or the selection committee will make a determination 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;
- A satisfactory record of integrity;
- The legal ability to contract with SLE;
- 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 Statements of Qualifications and Offeror Interviews

The remaining Statements of Qualifications will be scored according to the evaluation criteria stated in Section 6. The selection committee may ask finalists to appear for interviews or to provide written responses to items requiring clarification. Any costs associated with interviews 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 submission 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 submission 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 grant administrator will communicate to the offeror selected. If the offeror does not accept all material terms of the SLE contract, the County and SLE 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 or SLE to award and execute a contract. If such actions are deemed in its best interests, the County and SLE, 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 funds are not available.

SECTION 3 - SCOPE OF PROJECT

Project Background

Seeley Lake Elementary School District built the elementary school in 1957. The facility is located on 10.44 acres and currently consists of approximately 39,000 square feet. The school employs 30 staff members and has 135 students. The small rural K-8 school needs substantial building improvements to maintain a safe, healthy and efficient building. The school district is the only public K-8 school serving the children and families of the town and area of Seeley Lake. The school serves as a vital hub to the Seeley Lake community for various events and functions, including housing the local food bank which serves approximately 190 individuals daily.

In July 2024, a set of modular structures were removed, and an inspection of the rest of the school identified several health and safety concerns. The school's kitchen has become inefficient with old appliances, worn surfaces and an outdated layout. There is a decommissioned bathroom in the middle of the kitchen; the walk-in freezer is the original, which was moved into the kitchen from outside. The kitchen requires an updated floor plan to improve efficiency. The abatement of hazardous building materials is also necessary to protect human health and the environment.

Missoula County and SLE seek to secure a professional architectural firm to develop a Preliminary Architectural Report (PAR) that examines all alternatives related to rehabilitating and improving the building for Seeley Lake Elementary School District. Services must be performed by a professional architect licensed to practice in Montana. The PAR must follow State of Montana guidelines.

Scope of Services

The successful firm will provide, at a minimum, the following services (unless waived by the Owner):

1. Evaluate all alternatives and costs for rehabilitation and improvements that will address current operational issues and meet future demands, following applicable [State of Montana PAR guidelines](#).
2. Prepare a draft Preliminary Architectural Report (PAR).
3. Hold public meetings/hearings, as applicable.
4. Meet Missoula County Standard Terms and Conditions (attached to this RFQ).
5. Provide a final Preliminary Architectural Report (PAR).

Project Timeline

It is the goal of Missoula County and SLE to complete this project by the end of August 2027. It is preferred that a PAR be provided to SLE and Missoula County by June 2027, if at all reasonable. This timeline is preferred but not required.

Payment Schedule

Missoula County will reimburse the selected architectural firm 50% of the project cost at the point a draft PAR is delivered. Missoula County will reimburse the selected architectural firm the final 50% project cost at the point the final PAR is delivered.

SECTION 4 - OFFEROR QUALIFICATIONS

CDBG regulations governing the grant require that to the greatest extent feasible, opportunities for training, employment, and contracting arising in connection with this CDBG-assisted project will be extended to low- and very low-income individuals, especially those employed by Section 3 business concerns, participating in YouthBuild, living within the service area or the neighborhood of the project, or residing in public or Section 8-assisted housing.

Prospective trainees, employees, and contractors of HUD-assisted projects are encouraged to utilize resources to identify opportunities. CDBG regulations governing the grant also require that opportunities for contracting will be extended to minority, women-owned, and disadvantaged (“DBE/MBE/WBE”) businesses. DBE/MBE/WBE firms are encouraged to register on Montana’s DBE registry here:

<https://www.mdt.mt.gov/business/contracting/civil/dbe.aspx>. Registrants will receive targeted outreach for opportunities pertaining to assisted projects that are covered by DBE/MBE/WBE.

This solicitation for service is subject to the Build America, Buy America Act (BABA) requirements under Title IX of the Infrastructure Investment and Jobs Act (“IIJA”), Pub. L. 117-58. Absent an approved waiver, all iron, steel, manufactured products, and construction materials used in this project must be produced in the United States, as further outlined by the Office of Management and Budget’s Memorandum M-22-11, Initial Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure, April 18, 2022.

For more information, please contact the County’s grant administrator at grants@missoulacounty.us.

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

Company Profile and Experience of Personnel

- Introductory letter or statement of interest;
- Firm name, address, phone number and principal contact for this RFQ;
- Names of principals, officers and directors of the firm;
- Unique Entity Identification number; (i.e., System for Award Management [SAM] UEI), or the steps the firm will take to acquire a UEI
- 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 RFQ;
- 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 RFQ.

Firm Experience and Architectural Projects

- A detailed description of three similar past projects or products provided;
- The dates the services/products were provided;
- The client for whom the services were provided;
- Knowledge of state and federal funding options for the final design and construction of the identified improvements;
- Sufficient staffing with experience with developing preliminary architectural plans, especially for structures such as school buildings.

Project Approach and Timeline

- Provide a list of general tasks required to accomplish the project and describe the duties included within each task.
- Provide a timeline for project completion.

References

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

Interviews or Product Demonstrations

SLE and Missoula County reserve the right to conduct interviews or observe product demonstrations. If SLE and/or the County choose 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 – COST SUBMISSION

Provide an estimated cost to meet the Scope of Services described in Section 3. The estimated architectural fees are \$35,000 and cannot exceed this limit.

SECTION 6 – EVALUATION PROCESS

The selection committee comprised of Missoula County and Seeley Lake Elementary School staff will review and evaluate the Statements of Qualifications according to the criteria that follow, based on a total number of 100 points.

EVALUATION CRITERIA

A. Qualifications and experience of personnel (30%)

The consultant must have a qualified project manager that is able to effectively communicate project milestones, timeline, and budget through the duration of the project. The consultant must demonstrate the organization of the team, including how the program manager will coordinate with Missoula County, SLE, and other agencies or sub-consultants to successfully carry out the tasks of the project. All key personnel assigned to the project must possess the necessary qualifications and be available to perform the work within the project time frame.

B. Firm Experience on Preliminary Architectural Reports (30%)

The consultant must demonstrate their technical capabilities in the following areas:

1. Knowledge of local, state, and federal regulations, procedures and environmental review processes that may apply to the project
2. Successful track record of completing a Preliminary Architectural Report for School Districts and/or similar projects
3. Sufficient staffing with expertise in managing projects funded in whole or in part with federal grants.

C. Project approach and timeline (20%)

The consultant must delineate an effective project understanding to achieve project scope within the available timeframe and funding. This project understanding should detail how each task will be executed by the project team, and how the consultant will take steps to reach the milestone of project completion. The consultant should provide a proposed project schedule for achieving key milestones, such as project meetings with Missoula County and SLE staff and a completed Preliminary Architectural Report (PAR).

D. References (10%)

The consultant must have a demonstrated track record of timely performance, quality and integrity, as evidenced by a list of client references. The consultant must also demonstrate their experience with cost effectiveness and schedule adherence.

E. Project Costs (10%)

The consultant must provide an estimated cost to complete the Scope of Services that is within the CDBG Planning grant budget.

Seeley Lake Elementary School District will negotiate a contract, including a detailed scope of work, budget and schedule, with the firm that SLE determines to be most qualified. In the event a contract cannot be negotiated with the most qualified firm, Seeley Lake Elementary School District will terminate negotiations and negotiate a contract with the firm determined to be next most qualified.

EVALUATION CRITERIA

Category	Points Available
Qualifications and experience of personnel	30
Firm experience on Preliminary Architectural Reports	30
Project approach and timeline	20
References	10
Project Costs	10
TOTAL POINTS	100

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.