



## MISSOULA COUNTY REQUEST FOR PROPOSALS (RFP)

**RFP Title:**

Missoula County Housing, Industrial Lands, and Economic Development Study

**RFP Due Date and Time: 5:00 PM MST, October 18, 2024**

### ISSUING DEPARTMENT INFORMATION

**Procurement Officer:**

Ian Varley

**Issue Date: September 13, 2024**

**Procurement Officer Address:**

Missoula County  
200 W Broadway  
Missoula, MT 59802

**Procurement Officer Email and Telephone**

**Number:** [ivarley@missoulacounty.us](mailto:ivarley@missoulacounty.us);  
406.258.4653

### OFFEROR SUBMITTAL INSTRUCTIONS

**Return Proposal to:**

[ivarley@missoulacounty.us](mailto:ivarley@missoulacounty.us)

**Subject Line Must Be Titled: Housing, Industrial  
Lands, and Economic Development Study**

**RFP Response Due Date: October 18, 2024**

### OFFEROR CONTACT INFORMATION AND AUTHORIZATION

**Offeror Name/Address:****Authorized Offeror Signature:**

Print name and sign in ink.

**Offeror Phone 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	September 13, 2024
Deadline for submitting written questions	September 27, 2024
Written responses posted to County website	October 4, 2024
RFP response due date	October 18, 2024
Offeror interviews	November 4-8, 2024
Contract award	November 22, 2024

## SECTION 1 - RFP OVERVIEW

### **INTRODUCTION**

Two of the most urgent issues facing Missoula County are the housing affordability crisis and the evolving industrial landscape. The housing crisis is well-documented but requires further exploration, while the changing industrial base is an emerging concern. Recently, Missoula County lost its last two operating forest product mills, resulting in significant job losses and an increased tax burden on residential properties. This shift also hampers the region's ability to manage forest health and mitigate wildfire risks, signaling a broader transformation in the industrial land base. In addition, businesses searching out industrial lands have different needs and result in different impacts than traditional industrial businesses. As a regional hub for commerce and employment, Missoula County must be better prepared to address these changes.

Missoula County is initiating Phase I of a major update of the 2016 Missoula County Growth Policy to address the requirements of the Montana Land Use Planning Act (MLUPA). The County is seeking a qualified planning firm with expertise in both housing and economics to assist county staff in drafting a housing needs analysis and

economic development analysis meeting the requirements of the MLUPA. In addition to meeting the requirements of the MLUPA, the consultant will be tasked with taking a deeper dive in assessing housing and the industrial lands needs of the county. The housing assessment will follow the MLUPA framework but will be more comprehensive, while the industrial lands assessment and trends report will extend the analysis beyond the Act's provisions. The consulting team is encouraged to propose approaches that build on the staff's efforts while adhering to the MLUPA requirements and the county's budget.

Initiating this fall, Phase I will focus on drafting an existing conditions report that meets the requirements of specific sections of the MLUPA. Specifically, the County is seeking a consultant through this solicitation with expertise in both housing and economics to complete Montana Code Annotated §76-25-206 (Housing), and §76-25-208 (Economic Development) and complete an industrial lands inventory. These sections were selected due to their importance to the critical issues facing Missoula County, and the interrelatedness and complexity of these issues. Missoula County staff will lead the overall project, and complete the analysis required in §76-25-203 (Existing conditions and populations projections), §76-25-207 (Local services and facilities), §76-25-209 (Natural resources, environment, and hazards) as well as combining the work of the county team and the consultants into a final report.

Missoula County staff will lead the overall project and address the analyses required in other sections: §76-25-203 (Existing conditions and population projections), §76-25-207 (Local services and facilities), and §76-25-209 (Natural resources, environment, and hazards). County staff will integrate the work of the county team and consultants into a final report using a template provided by the consultant.

### **CONTRACT PERIOD**

The contract period will end no later than September 30, 2025.

### **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: Ian Varley  
E-mail Address: [ivarley@missoulacounty.us](mailto:ivarley@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 September 27, 2024. For purposes of this RFP, "in writing" means 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 4, 2024, that includes the questions received by the deadline and the responses from the County. 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 the Addendum must accompany the RFP response.

## **PREFERENCES**

Please note the following three Missoula County Resolutions:

- Resolution No. 2021-061 A Resolution Giving Procurement Preference to Disadvantaged Business Enterprises
- Resolution No. 2020-076 Montana Registered Apprentice Program Resolution
- Resolution No. 2021-001 A Resolution Stating A Preference For Purchasing Goods And Services From Firms Based In Missoula County

## **GENERAL REQUIREMENTS**

### **Mandatory Requirements of the RFP**

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

### **Understanding of Specifications and Requirements**

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

### **Prime Contractor and Subcontractors**

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

### **Offeror's Signature**

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

### **Offer in Effect for 120 Calendar Days**

The offeror may not modify, withdraw, or cancel a 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 rather than in a separate, sealed envelope; or
- The proposal does not conform to the specifications described and required in the RFP.

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

### **Determination of Offeror Responsibility**

The procurement officer and/or the selection committee will 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**

### **Background**

The Montana Land Use Planning Act (Title 76, Chapter 25) was adopted into law by the 2023 Montana Legislature. The MLUPA is a complete overhaul and modernization of Montana's planning enabling framework. The MLUPA significantly increases the level of information and analysis that is required in comprehensive plans above the current growth policy statutes (§76-1-601 et. seq.) and requires a jurisdiction to demonstrate the future land use map, zoning map, and zoning regulations anticipate the number of housing units and the type of units necessary to meet the communities housing needs.

While required in Montana's larger cities, the MLUPA is optional for counties. The benefit of opting into the MLUPA framework is a better planning foundation for growth management and a simplified development review process; however, the jurisdiction must adopt comprehensive zoning. This poses a challenge in Montana Counties because county residents have varying levels of understanding of the benefits of zoning and generally prefer less regulation. This dynamic is true in Missoula County, where people in the more developed areas around the City of Missoula understand and see the benefit of comprehensive zoning, and many people in the rural areas of the county are skeptical of new regulations. As a result, Missoula County has adopted

comprehensive zoning only for the geographic area surrounding the City and much of the rest of the county remains unzoned.

Missoula County is exploring opting into the MLUPA and has chosen to draft a comprehensive plan meeting the requirements of the MLUPA. By drafting the comprehensive plan meeting the requirements of the MLUPA, the public and decision-makers will have the policy framework to evaluate if opting in is in the best interest of the county and its residents. If a decision is made not to opt into the MLUPA, the plan can still be adopted under the growth policy statutes.

Missoula County's approach to the comprehensive plan is to approach the project in three Phases. Phase I is an existing conditions analysis. Initiated in fall of 2024, this phase will focus on drafting an existing conditions report that meets the requirements of the MLUPA. The County is seeking a consultant through this solicitation with expertise in both housing and economics to complete chapters on Housing and Economic Development that meet the requirements of the MLUPA. These chapters were selected due to their importance to the critical issues facing Missoula County, the interrelatedness and complexity of these issues, and the necessary expertise, level of detail and analysis a consultant can provide. County staff will complete the remaining requirements.

Phase II is comprehensive plan development. This phase will address the remaining requirements of Part II of the MLUPA. This phase will include significant public outreach and engagement and is anticipated to start in the Summer of 2025. Phase II is not a part of this solicitation.

Phase III is implementation options. During this phase, the engagement process will focus on implementation options for the comprehensive plan that will guide the county in deciding whether to fully opt into the MLUPA, which would then guide development of zoning and subdivision regulations that reflect the MLUPA requirements. Alternatively, the county may determine that adoption of the plan under the growth policy act is the best path forward. Regardless, this phase may include the drafting of county-wide zoning regulations. This phase is anticipated to begin in the Summer of 2026.

### **Project Scope**

Missoula County is seeking a qualified firm with expertise in both housing and economics to assist county staff in drafting an existing conditions report meeting the requirements of the MLUPA. The existing conditions report will serve as the basis of a comprehensive plan that will be completed in Phase II. The existing conditions report must meet the requirements of Title 76, Land Resources and Use, Chapter 25, Montana Land Use Planning Act, of the Montana Code Annotated. The selected firm will be an extension of the Missoula County Team completing the draft report.

Missoula County staff will lead the overall project as well as combine the work from this project into the final report. The combined effort of the consulting team and county staff will be an existing conditions and trends report generally organized around the following sections of the MLUPA:

- §76-25-203 Existing conditions and population projections (staff)
- §76-25-206 Housing (consultant)
- §76-25-207 Local service and facilities (staff)
- §76-25-208 Economic development (consultant)
  - Includes an Industrial Lands Assessment (not required per MLUPA (consultant))
- §76-25-209 Natural resources, environment, and hazards (staff)
- Historic, cultural, and tribal resources, not required per MLUPA (staff)

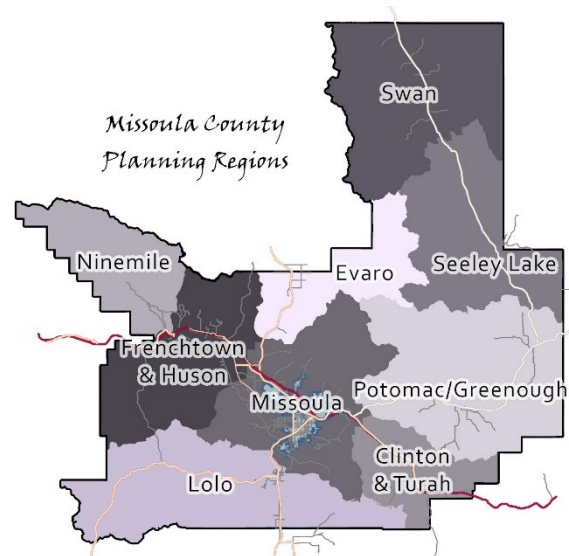


The primary deliverables for the consultant will be the chapters on Housing, Economic Development, Industrial Lands Assessment and the design layout and style guide for the rest of the chapters. The final report will be included in the Comprehensive Plan and submitted for adoption by the County Commissioners in subsequent phases of the project. Therefore, the contract with the consultant will focus on producing a high-quality fully formatted draft, but will not include the adoption process for the report.

## Deliverables

### *Task 1. Housing Analysis*

The consultant shall be tasked with drafting the portion of the existing conditions report outlined in Montana Code Annotated (MCA) §76-25-206 (Housing) of the MLUPA. Going beyond what is required of the MLUPA, the County would like to use this opportunity to address the spectrum of housing affordability, addressing both the market and supported housing sectors in multiple areas or planning regions of the County. (See map.) The consultant would be tasked with data collection, mapping, policy analysis, report writing, and a stakeholder meeting with a diverse group of participants: agencies, service providers, real estate experts, for-profit and non-profit housing developers. They will be tasked with engaging and interviewing stakeholders to identify issues, opportunities, and trends.



The consultant shall:

- a. a quantification of the jurisdiction's existing and projected needed housing types, including location, age, condition, occupancy, and affordability required to accommodate existing and estimated population projection; the housing projection will include sub-area projections based on the County's nine planning regions;
- b. an analysis of housing affordability by planning region or similar County market-based subarea. This should take into account a spectrum or continuum of housing affordability, including market-based and supported housing solutions.
- c. an analysis of any constraints to housing development, such as zoning, development standards, and infrastructure needs and capacity, and the identification of market-based incentives that may affect or encourage the development of needed housing types;
- d. a detailed description of what actions the jurisdiction may take to accommodate the projected needed housing types identified in subsection (1)(a); and
- e. a housing strategy summary.

To support this work, the County will provide the consultant with the following materials:

- A GIS, parcel-based inventory of sites, including zoned, unzoned, vacant, underutilized, and potential redevelopment sites, available to meet the jurisdiction's needed housing types.
- A county-wide population projection that was developed by staff at the City of Missoula. By using a consistent population projection as the City, the County will maintain consistency between the jurisdictions.
- The consultant should take into account the County's 2022 Housing Action Plan, *Breaking Ground*.

## *Task 2. Economic Development Analysis*

The consultant shall be tasked with drafting the portion of the existing conditions report outlined in MCA §76-25-208. (Economic development) of the MLUPA. The consultant is tasked with data collection, mapping, policy analysis, report writing, and a stakeholder meeting with a diverse group of business leaders, agencies, trade groups and institutions. In addition, they will be tasked with engaging and interviewing stakeholders to identify issues, opportunities, and trends.

The consultant shall:

- (a) assess existing and potential commercial, industrial, small business, and institutional enterprises in the jurisdiction, including the types of sites and support services needed by the enterprises;
- (b) summarize job composition and trends by industry sector, including existing labor force characteristics and future labor force requirements, for existing and potential enterprises in the jurisdiction;
- (c) assess the extent to which local characteristics, assets, and resources support or constrain existing and potential enterprises, including access to transportation to market goods and services, and assess historic, cultural, and scenic resources and their relationship to private sector success in the jurisdiction;
- (d) assess the adequacy of existing and projected local facilities and services, schools, housing stock, and other land uses necessary to support existing and potential commercial, industrial, and institutional enterprises;
- (e) assess the financial feasibility of supporting anticipated economic growth in the jurisdiction; and
- (f) an economic development summary.

As described above, the County will provide the consultant with the following materials:

- A GIS, parcel-based inventory of sites, including zoned, unzoned, vacant, underutilized, and potential redevelopment sites, available to meet the jurisdiction's economic development.
- A county-wide population projection that was developed by staff at the City of Missoula. Projections of employment should reasonably correspond with this population projection.

## *Task 3: Industrial Lands Assessment and Trends Report*

In an expansion beyond what is required in the MLUPA, the consultant shall be tasked with drafting a comprehensive assessment of industrial land use, supply, and demand in Missoula County including the city of Missoula and Missoula County's market area, as well as an assessment of industrial market trends to support informed decision-making for future policy formulation that guides and supports industrial development. The consultant will be tasked with data collection, mapping, policy analysis, report writing, interviews with select industrial land owners, and a stakeholder meeting with agencies and service providers necessary to meet the requirements of the MLUPA. In addition, they will be tasked with engaging and interviewing stakeholders to identify issues, opportunities, and trends. This analysis should build on the economic development analysis, taking a more in-depth look at the current and future industrial needs in the greater area and how Missoula County can plan for industrial lands to meet those needs. The goals of the assessment are:

- Create a complete picture of the Missoula market's industrial base
- Establish an understanding of how the Missoula market compares to peer communities
- Provide an understanding of how Missoula County can be best prepared to address future industrial needs

In addition to the analysis in the Economic development analysis, the consultant shall:

- (a) Define the geographic scope of the Missoula trade area for industrial uses beyond the jurisdictional boundaries of the city of Missoula and Missoula County.
- (b) Provide an analysis of the character of the industrial base within the trade area including the following:
  - Total industrial land and property
  - Types of industrial uses (manufacturing, warehousing, logistics, etc.)
  - Key industrial zones and clusters
  - Characteristics of employment
- (c) Complete mapping and analysis of existing industrial areas, both in terms of zoning and in use, amount of vacant land-vs-built properties, current absorption rates, and timeframe to full build-out within the Missoula market area.
- (d) Provide a comparison of the Missoula market's industrial conditions with those of peer cities/regions. Include estimates on the number of industrial lands, type of industrial uses, and role of industrial lands within their economy. Include an analysis of strengths and weaknesses relative to peers, lessons learned, and best practices from peer communities.
- (e) Provide a description of current and future trends in industrial land use.
- (f) Describe current industrial structure and design trends as they pertain to Missoula's region and economy. Characterize what industrial developers are building in terms of size, site design, infrastructure, access and utility needs.
- (g) Describe relative impacts of industrial development (noise, traffic generation, etc.)
- (h) Provide a prioritized list of recommendations for how Missoula County can best address current and future industrial needs. Include a matrix to measure success.

#### *Task 4. Existing Conditions Report Design Template and Style Guide*

The consultant will prepare a professional template and style guide suitable for use for all Phase I chapters, using a desktop publishing and layout application such as Adobe InDesign. The housing and economic development existing conditions chapters shall be delivered as a component of the overall design template. This template shall be guided by the Missoula County style guide provided by staff.

#### **Project Approach**

In addition to the requirements of the MLUPA described above, the response shall include information on the following elements of the project:

##### ***1. Project Management***

Missoula County Planning Development and Sustainability staff will provide overall project management, directing work of county staff and coordinating with the consulting team. The selected firm will be responsible for project management of their tasks and coordinating with the firm's sub-consultants, as necessary. Please describe in the response the approach to project management for this project, including the approach to coordination and communication with the county team, proposed timelines, and deliverables.

##### ***2. Public Engagement***

Missoula County staff will draft a Public Participation Plan meeting the requirements of the MLUPA. As a part of the Public Participation Plan, the consultant will host two in-person stakeholder meetings: one pertaining to housing and a second pertaining to economic development. The consultant is expected to identify stakeholders, develop materials, handle logistics and lead the meetings in coordination with county staff. Online engagement for Phase 1 activities will be provided by county staff using the County's existing engagement website, Missoula County Voice.

### **3. Project Timeline**

Twelve months from the time of contract approval.

### **4. Project Budget**

Missoula County's budget for the presented scope of work is \$160,000. \$100,000 is earmarked for tasks one, two and four. \$60,000 is earmarked for task three.

## **SECTION 4 - OFFEROR QUALIFICATIONS**

The proposal should be submitted as one document via email in a printable PDF format. The proposal may include links to other documents and/or appendices; however, the proposer should not assume these will be reviewed. All content the proposer feels is necessary for selection should be included in the body of the proposal, which should not exceed twenty 8.5x11 inch pages.

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

1. Letter of interest: letter written by the project manager, including email addresses and phone numbers and all firms involved.
2. Community and project understanding: demonstrate the team's grasp and understanding of issues and opportunities in Missoula County related to housing and economic development, as well as an understanding of the social dynamics of Missoula County.
3. Methodology: describe the project approach proposed by the consultant including a timeline, work schedule, scope of work including key deliverables, and project approach.
4. Project Management: a discussion of the consultant's management strategy including coordination and monitoring of project schedule, sub-consultants, communications, quality control, resources, and other issues that the consultant feels should be addressed.
5. Consultant's qualifications and previous successes and lessons learned: description of the team including its organizational structure, roles and qualifications, and experience performing similar services together; include 3 examples of relevant projects (including current contact information) that demonstrate the team's ability to meet the project objectives and deliver the elements outlined in the scope of services.
6. Cost – a general cost estimate for the overall project and cost of key project components.

### **Interviews or Product Demonstrations**

The County reserves the right to conduct interviews. If the County chooses to exercise this option, the offeror's key personnel for this project must be available for the interview, which may occur either in person or over Teams.

### **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, or as established by statutory tort limits of \$750,000 per claim and \$1,500,000 per occurrence as provided by a self-insurance pool insuring counties, cities, or towns as authorized under Section 2-9-211 MCA. 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 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. Per County Resolution 2021-061, businesses certified as Disadvantaged Business Enterprises by the Montana Department of Transportation will have an increased score of 5%.

### **EVALUATION CRITERIA**

Criteria		Points Available
Community and project understanding		20
Project Methodology		30
Project Management		10
Qualifications and Experience		20
Proposal Cost		20
<b>Total points</b>		<b>100</b>

# 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.