Jefferson County, MT
Office of Disaster and Emergency Services
Doug Dodge, Coordinator
PO Box H
Boulder, MT 59632
(406) 225-4035 Office
(406) 439-6083 Cell
des@jeffersoncounty-mt.gov



# Jefferson County, MT

Office of Disaster and Emergency Services

## REQUEST FOR PROPOSALS (RFP)

2017 Emergency Broadcast System

Jefferson County, Montana, acting through its office of Disaster and Emergency Services, is requesting proposals from interested qualified parties for the operation, maintenance, monitoring, testing and support of Jefferson County's Emergency Broadcast System. The term of the contract to be awarded will run from 1 July, 2017 to 30 June of 2019.

# I. GENERAL DESCRIPTION

A. Jefferson County's Emergency Broadcast System currently consists of seven (7) remotely operated low power FM radio transmission stations and associated equipment in addition to one (1) Control Center with equipment, one (1) fixed station origination point with equipment, and one (1) mobile station origination point with equipment. It will also include seven (7) trailer mounted generators and equipment which will serve as remotely monitored, automatically starting Backup Power Supplies. Jefferson County is seeking bids for the operation, maintenance, monitoring, testing and support of this Emergency Broadcast System for a term of two (2) years. The successful bidder shall be qualified in the operation, maintenance, monitoring, testing and support of this type of Emergency Broadcast System, including Backup Power Supplies, Federal Communication Commission (FCC) licensing and any applicable local, state, or federal laws. It will be the prospective bidder's responsibility to become familiar with the equipment and operations of Jefferson County's Emergency Broadcast System and Backup Power Supplies before submitting a bid. A full description of the Request for Proposals (RFP) requirements are listed in Section VI. Scope of Services.

# II. <u>DELIVERY INSTRUCTIONS AND DEADLINE</u>

A. Submit proposals no later than Tuesday, May 23rd, 2017 at 12:00 p.m. MST in a sealed envelope addressed to:

Jefferson County Disaster and Emergency Services

Emergency Broadcast System RFP PO Box H Boulder, Montana 59632

# PROPOSALS THAT ARE UNSIGNED, INCOMPLETE, OR SUBMITTED BEYOND THE DEADLINE SHALL NOT BE CONSIDERED AND SHALL BE REJECTED.

# III. CONTACT INFORMATION AND QUESTIONS

A. Bidders may submit questions, requests for additional information, or clarifications to:

Jefferson County Disaster and Emergency Services PO Box H
Boulder, MT 59632
Or via email to:
des@jeffersoncounty-mt.gov

- B. All questions, and responses provided, will be posted online at: <a href="http://www.jeffersoncounty-mt.gov/DES.html">http://www.jeffersoncounty-mt.gov/DES.html</a>
- C. Questions must be received no later than 12:00 p.m. MST on Monday, May 15th, 2017.

## IV. AMENDMENTS TO REQUEST FOR PROPOSAL

A. Any interpretation or correction of this Request for Proposals will be made by written addendum sent to all bidders that have submitted a conforming proposal within the deadline and that have not been eliminated from the selection process by the selection committee.

# V. PROPOSAL OPENING

A. Sealed proposals will be opened at the regularly scheduled public meeting of the Jefferson County Commissioners, on Tuesday, May 23rd, 2017, at the Jefferson County Clerk and Recorder's Building, 201 S. Monroe, Boulder, Montana, or upon reasonable notice to the bidders or such other duly noticed public meeting. After opening, the proposals will be forwarded to the selection committee for review, as outlined in Section IX. Selection Process below.

# VI. SCOPE OF SERVICES:

- A. Facility Requirements
  - 1. The successful bidder shall have a fully equipped facility to act as the Emergency Broadcast System Control Center for Jefferson County. Such location will carry out the operation, maintenance, monitoring, testing and support of Jefferson County's Emergency Broadcast System and its Backup Power Supplies twenty-four (24) hours

per day, seven (7) days per week, three hundred and sixty-five (365) days per year. Jefferson County reserves the right to inspect the facility prior to award of contract.

### B. Contact Availability

1. The successful bidder shall have (24) hour per day, seven (7) days per week, three hundred and sixty-five (365) days per year contact access. For non-office hours a cellular telephone is acceptable. The successful bidder shall provide reasonable response time to requests from Jefferson County.

# C. Transmission Site Access Requirement

1. The successful bidder shall have available a 4-wheel drive vehicle or an all-terrain vehicle to reach all Emergency Broadcast System equipment and Backup Power Supplies located in rural, mountainous locations. Such vehicle shall be able to legally tow Backup Power Supply trailers. The bidder must be able to respond to all Emergency Broadcast System equipment in all regions served by the System in a reasonable amount of time.

### D. Federal Communication Commission Records

- 1. The successful bidder must be familiar with the Federal Communication Commission (FCC) licensing application process and be familiar with necessary procedures associated with maintaining FCC licensing.
- 2. The successful bidder shall keep the Emergency Broadcast System's FCC records and licenses up-to-date, including but not limited to relicensing and renewal.

# E. Equipment Inventory

1. The successful bidder shall be required to annually, before the last day of June, supply Jefferson County's office of Disaster and Emergency Services with an up-to-date equipment inventory list complete with model numbers, serial numbers, and location of Emergency Broadcast System and Backup Power Supply equipment. Removable parts from the Backup Power Supply trailers shall be securely stored in a manner directed by Jefferson County Disaster and Emergency Services.

# F. Terms of Payment

- 1. Payment of the awarded contract shall be divided into twenty-four (24) equal monthly installments. The successful bidder, before the 10<sup>th</sup> of each month following the initial month of the term of the awarded contract, shall submit one (1) original and two (2) duplicate copies of a duly itemized claim to Jefferson County's office of Disaster and Emergency Services, PO Box H, Boulder, Montana 59632.
- 2. Any work completed that is not a part of the awarded contract shall be itemized on a separate claim accompanied by an invoice and a signed purchase order authorizing completion of said work and submitted for payment. See also section VI. Scope of Services, item G. Purchasing Policy.

# G. Purchasing Policy

- 1. Any purchases required for the Emergency Broadcast System, including any Backup Power Supply, shall require a purchase order signed by the Jefferson County Disaster and Emergency Services Coordinator AND the Jefferson County Sheriff.
- 2. Any purchases shall follow the purchasing policy of Jefferson County, MT.

# H. Operation, Maintenance, Monitoring, Testing and Support

1. The successful bidder shall operate, maintain, monitor, test and support Jefferson County's Emergency Broadcast System and each of its Backup Power Supplies. Such actions shall be at the direction of Jefferson County's office of Disaster and

- Emergency Services and shall include but not be limited to broadcasting from all Jefferson County low power FM radio transmission stations (24) hours per day, seven (7) days per week, three hundred and sixty-five (365) days per year with content as directed by Jefferson County's office of Disaster and Emergency Services.
- 2. The successful bidder shall perform the daily monitoring, the logging, the issuance of station identifications, and any other requirements of local, state and federal law for the Control Center and each low power FM radio transmission station.
- 3. The successful bidder shall provide support during emergency situations in Jefferson County as requested.
- 4. The successful bidder shall provide Emergency Alert System (EAS) equipment and transmission support.
- 5. The successful bidder shall provide Public Service Announcements and aid in program development and program broadcasts for Jefferson County as requested.
- 6. The successful bidder shall provide general technical support for the Emergency Broadcast System, to include maintenance labor and diagnostic services for all Emergency Broadcast System transmission sites and equipment, mobile and fixed origination points and equipment, all Backup Power Supply equipment and Control Center equipment. Travel and time cost for maintenance labor and diagnostic services shall be included in the overall bid.

# I. Direction and Authority

1. The successful bidder will work with the Jefferson County Disaster and Emergency Services Coordinator under the direction and authority of the Jefferson County Sheriff. The successful bidder will be required to include the Jefferson County Sheriff in communications and deliberations as directed.

#### J. Cancellation

1. Jefferson County reserves the right to cancel the contract awarded in this RFP by written notice at any time for any reason. Notice of any such cancellation shall be through a signed and dated notice from the Jefferson County Sheriff delivered to the successful bidder. Such cancellation shall not entitle the successful bidder to any further compensation beyond any approved costs incurred prior to any such cancellation so long as the reason for the cancellation is not due to a failure to fulfill responsibilities of this RFP on the part of the successful bidder. In such case no compensation shall be reimbursed.

### K. Insurance

1. The successful bidder will provide proof of Liability Insurance Coverage and Workers Compensation Coverage in the limits required by Jefferson County.

# VII. PROPOSAL SUBMITTAL CONTENT

A. Bidders shall submit one (1) signed original, plus three (3) copies of their proposals prepared as follows:

### 1. Cover Letter

- a. A one-page single-sided cover letter which contains the name, address, phone number, email address and contact person(s) for the bidder.
- 2. Signed Binding Offer and Agreement to Terms & Conditions

a. States that the proposal is a complete, legally binding offer and that the person signing the proposal has the authority to bind the company. See Appendix A.

# 3. Specifications

a. Briefly describe the bidder's understanding, technical competence, specialized experience, and ability to operate an Emergency Broadcast System within the context of the Scope of Services listed in the RFP. Bidders should demonstrate that they have the facilities and equipment capable and the expertise required to fulfill the Scope of Services. Provide references for similar work performed.

# 4. Organizational Structure

- a. Describe the bidder's organizational structure. The bidder should demonstrate they have the expertise, manpower, and flexibility to effectively implement the requirements defined in the Scope of Services.
- 5. Recent Work for Jefferson County
  - a. Describe any recent or current work which was completed or is being completed for Jefferson County.
- 6. Contract Price
  - a. Total contract price for a two (2) year term beginning 7/1/2017.
- 7. Contract for Services
  - a. Signed and dated for consideration by the Board of Jefferson County Commissioners.
- 8. Copy of license to do business in Montana
- B. Before submitting a proposal, bidder shall carefully read all sections of this Request for Proposals and shall fully inform themselves as to the existing conditions and limitations, which may impact their ability to perform.

# PROPOSALS THAT ARE UNSIGNED, INCOMPLETE, OR SUBMITTED BEYOND THE DEADLINE SHALL NOT BE CONSIDERED AND SHALL BE REJECTED.

### VIII. PROPOSAL EVALUATION

- A. The factors listed below shall be considered in the evaluation of the bidder's proposal. The proposal submitted shall give clear, concise information in sufficient detail to allow evaluation based on these factors. Although some of the factors listed below will be weighted more heavily than others, all factors are considered necessary for evaluation of technical acceptability and competence. A bidder must, therefore, be technically acceptable in all areas to be eligible for an award of a contract.
  - 1. Specifications (30 Points): Bidder should show understanding, technical competence, specialized experience, and ability to fulfill the Scope of Services. Bidder should present a detailed and specific technical proposal based on the Scope of Services so that the selection committee may thoroughly evaluate the proposal. Bidders should demonstrate that they have the facilities and equipment capable and

- the expertise required to fulfill the Scope of Services. References should be provided for similar work performed.
- 2. Organizational Structure (20 points): Bidder must have sufficient staff and resources dedicated to this contract to accomplish the work in a timely, professional manner at a level of quality and flexibility satisfactory to Jefferson County within the budget of the contract. The bidder should demonstrate they have the expertise, manpower, and flexibility to effectively implement the requirements defined in the Scope of Services.
- 3. Recent and Current Work for the County (10 points): Bidder demonstrates any recent or current work which was completed or is being completed for Jefferson County.
- 4. <u>Contract Price</u> (40 points): Total contract price for a two (2) year term beginning 7/1/2017.
- B. Jefferson County reserves the right to interview bidders offering a proposal in order to assist in the evaluation process.
- C. Any proposal which does not comply with the requirements of this Request for Proposal may be considered non-conforming and ineligible for consideration. Failure to comply with technical requirements and failure to submit required information will be cause for finding a proposal to be non-conforming.

# IX. <u>SELECTION PROCESS</u>

- A. <u>Rejection:</u> Jefferson County expressly reserves the right, in its sole judgment, to accept or reject any or all proposals, with or without cause, and to waive any defects and to allow modifications and supplementation of proposals that are submitted within the deadline.
- B. <u>Revisions</u>: Bidders submitting proposals will be accorded fair and equal treatment with respect to opportunity for discussion and revision of proposals, and such revisions may be permitted, after submissions and prior to award for the purpose of obtaining best and final proposals.
- C. <u>Evaluation</u>: A selection committee will score all conforming proposals. The selection committee shall be 3-persons as follows: Jefferson County Disaster and Emergency Services Coordinator, Jefferson County Law Enforcement Representative, and Jefferson County Commissioner Representative.
- D. <u>Review:</u> The selection committee will review conforming proposals and each member of the committee will score each proposal based upon Section VIII. Proposal Evaluation.
- E. <u>Scoring and Elimination</u>: After scoring all conforming proposals based on the criteria herein the selection committee may eliminate one or more or all bidders from further review. Any bidder(s) eliminated by the selection committee, at any time, whether through scoring, interviews, presentations, or any other reason or selection process, shall have no opportunity to make revisions or participate further in the selection process. The selection committee will evaluate the proposals utilizing the point distribution identified in Section VIII. Proposal Evaluation.

- F. <u>Interviews and Bidder Site Visits:</u> After scoring all proposals, the selection committee may choose to conduct further interviews and/or facility site visits in order to assist in the evaluation process with any bidder's proposals not yet eliminated.
- G. <u>Confidential Negotiations</u>: Prior to making any award the selection committee may negotiate directly with the remaining bidder or bidders. In conducting discussions and negotiations, there may be no disclosure of any information derived from competing proposals. The selection committee shall comply with resident bidder preference of § 18-1-102, MCA.
- H. Recommendation of Award: The selection committee, based upon Section IX. Selection Process, shall issue recommendations to the Jefferson County Commissioners regarding the selection of a bidder for award at the regularly scheduled public meeting of the County Commissioners to be held on Tuesday, June 20th, 2017, and located at the Jefferson County Clerk and Recorder's Building, 201 S. Monroe, Boulder, Montana, or upon reasonable notice to the bidders or such other duly noticed public meeting. The County Commissioners may vote to award the contract at the meeting referenced in this section.

# X. BINDING OFFER

A. Bidder's proposal constitutes a valid legal offer for 180-days. Bidder's proposal shall not be withdrawn without the consent of the Jefferson County Sheriff. Negligence, errors, mistakes or omissions in preparing the proposal, information, documentation, costs, or calculations shall confer no right of withdrawal after the submission deadline. Bidders shall bear all costs of preparing the proposal and any subsequent presentation or participation in the selection process. See Appendix A.

# XI. MISTAKES ERRORS & OMISSIONS

A. Bidders shall disclose errors in costs, calculations or information "mistakes" in the proposal submitted as well as in any related contracts, agreements, estimates, change orders or other documents. In the event that Jefferson County accepts any proposal, related contracts, agreements, estimates, change order or other documents containing mistakes the bidder shall be obligated to correct mistakes that are adverse to the County and shall have no right to enforce such mistakes against the County, except mistakes that work in favor of the County shall be binding on the bidder.

# XII. CONTRACT FOR SERVICES

A. Successful bidder agrees to accept & execute the attached Jefferson County Contract for Services (See Appendix B) that will be issued subject to minor, non-substantive modifications or changes only. Jefferson County reserves the right to require the successful bidder to execute such further documents, contracts, agreements or forms as may be reasonably necessary to express the intentions of the parties, or which may be recommended by the County Attorney's office.

# XIII. COUNTY RESERVATION OF RIGHTS

A. Submission of a proposal confers no rights upon any bidder and shall not obligate Jefferson County in any manner whatsoever. Jefferson County reserves the right to make no award and to solicit additional proposals at a later date. This Request for Proposals may be canceled or any or all proposals may be rejected in whole or in part, as specified herein, when it is in the best interests of Jefferson County, and such reasons will be stated in the contract file. § 18-4-307, MCA.

# XIV. NOTICE OF AWARD

A. In the event an award is granted, then the contract file shall contain the basis of the award that shall be to the responsible and responsive bidder whose proposal best meets the evaluation criteria as set forth in Section IX and the resident bidder preference of § 18-1-102, MCA. Jefferson County shall provide electronic notice to the bidder that is selected based on this RFP. If no bidder is selected, then a notice of no award shall be issued. Jefferson County shall not be bound unless and until the County Commissioners vote to accept the Proposal after a duly noticed public hearing.

# XV. REMEDIES & REMOVAL

A. Bidders are advised that the Montana State Procurement Act provides exclusive remedies for vendors, bidders, contractors or aggrieved parties. § 18-4-242, MCA. Transfer and assignment of contracts without authority and collusion or secret agreements between vendors, bidders or contractors for the purpose of securing any advantage is strictly prohibited, and any person who violates such provisions may be held criminally liable for misdemeanor with civil penalties from \$500 to \$5,000. § 18-4-141, MCA. In addition to these remedies [and other recourse provided in this invitation and at law or equity] bidders may be suspended or removed as provided in § 18-4-241, MCA.

# APPENDIX A 2017 Emergency Broadcast System RFP

# BINDING OFFER AND AGREEMENT TO TERMS & CONDITIONS

THE UNDERSIGNED IS DULY AUTHORIZED TO BIND THE COMPANY NAMED BELOW AND HEREBY AGREES TO ALL THE TERMS AND CONDITIONS IN THE FOREGOING REQUEST FOR PROPOSALS.

DATED:	2017		
		(Company Name)	
		(Authorized Signature)	
		(Print Name & Title)	

### 2017 Emergency Broadcast System RFP

# CONTRACT FOR SERVICES Page 1 of 4

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a.	The parties to this Contract for Services are Jefferson County, Montana, and		
	, hereinafter referred to as		
	"Contractor".		

### 2. Agreement:

- a. Contractor agrees to provide the services to Jefferson County, Montana listed in Item 3 Scope of Services below from 1 July, 2017 to 30 June of 2019, subject to its terms and conditions and to the terms and conditions of this Contract for Services.
- b. Payment for such services shall be made by Jefferson County, Montana to Contractor subject to the terms and conditions of Item 3- Scope of Services below, and the terms and conditions of this Contract for Services, in an amount not to exceed \$\_\_\_\_\_\_.

# 3. Scope of Services:

- a. Facility Requirements
  - i. The Contractor shall have a fully equipped facility to act as the Emergency Broadcast System Control Center for Jefferson County. Such location will carry out the operation, maintenance, monitoring, testing and support of Jefferson County's Emergency Broadcast System and its Backup Power Supplies twenty-four (24) hours per day, seven (7) days per week, three hundred and sixty-five (365) days per year.

# b. Contact Availability

i. The Contractor shall have (24) hour per day, seven (7) days per week, three hundred and sixty-five (365) days per year contact access. For non-office hours a cellular telephone is acceptable. The Contractor shall provide reasonable response time to requests from Jefferson County.

# c. Transmission Site Access Requirement

i. The Contractor shall have available a 4-wheel drive vehicle or an all-terrain vehicle to reach all Emergency Broadcast System equipment and Backup Power Supplies located in rural, mountainous locations. Such vehicle shall be able to legally tow Backup Power Supply trailers. The Contractor must be able to respond to all Emergency Broadcast System equipment in all regions served by the System in a reasonable amount of time.

# d. Federal Communication Commission Records

- i. The Contractor must be familiar with the Federal Communication Commission (FCC) licensing application process and be familiar with necessary procedures associated with maintaining FCC licensing.
- ii. The Contractor shall keep the Emergency Broadcast System's FCC records and licenses up-to-date, including but not limited to relicensing and renewal.

# e. Equipment Inventory

i. The Contractor shall be required to annually, before the last day of June, supply Jefferson County's office of Disaster and Emergency Services with an up-to-date

### 2017 Emergency Broadcast System RFP

# **CONTRACT FOR SERVICES**

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equipment inventory list complete with model numbers, serial numbers, and location of Emergency Broadcast System and Backup Power Supply equipment. Removable parts from the Backup Power Supply trailers shall be securely stored in a manner directed by Jefferson County Disaster and Emergency Services.

## f. Terms of Payment

- i. Payment of this Contract shall be divided into twenty-four (24) equal monthly installments. The Contractor, before the 10<sup>th</sup> of each month following the initial month of the term of the awarded contract, shall submit one (1) original and two (2) duplicate copies of a duly itemized claim to Jefferson County's office of Disaster and Emergency Services, PO Box H, Boulder, Montana 59632.
- ii. Any work completed that is not a part of the awarded contract shall be itemized on a separate claim accompanied by an invoice and a signed purchase order authorizing completion of said work and submitted for payment. See also section VI. Scope of Services, item G. Purchasing Policy.

## g. Purchasing Policy

- Any purchases required for the Emergency Broadcast System, including any Backup Power Supply, shall require a purchase order signed by the Jefferson County Disaster and Emergency Services Coordinator AND the Jefferson County Sheriff.
- ii. Any purchases shall follow the purchasing policy of Jefferson County, MT.

# h. Operation, Maintenance, Monitoring, Testing and Support

- i. The Contractor shall operate, maintain, monitor, test and support Jefferson County's Emergency Broadcast System and each of its Backup Power Supplies. Such actions shall be at the direction of Jefferson County's office of Disaster and Emergency Services and shall include but not be limited to broadcasting from all Jefferson County low power FM radio transmission stations (24) hours per day, seven (7) days per week, three hundred and sixty-five (365) days per year with content as directed by Jefferson County's office of Disaster and Emergency Services.
- ii. The Contractor shall perform the daily monitoring, the logging, the issuance of station identifications, and any other requirements of local, state and federal law for the Control Center and each low power FM radio transmission station.
- iii. The Contractor shall provide support during emergency situations in Jefferson County as requested.
- iv. The Contractor shall provide Emergency Alert System (EAS) equipment and transmission support.
- v. The Contractor shall provide Public Service Announcements and aid in program development and program broadcasts for Jefferson County as requested.
- vi. The Contractor shall provide general technical and operational support for the Emergency Broadcast System as requested, to include maintenance labor and diagnostic services for all Emergency Broadcast System transmission sites

### 2017 Emergency Broadcast System RFP

# **CONTRACT FOR SERVICES**

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and equipment, all mobile and fixed origination points and equipment, all Backup Power Supply equipment and all Control Center equipment. Travel and time cost for maintenance labor and diagnostic services shall be included in the amount listed in Item 2 of this Contract.

### i. Direction and Authority

i. The Contractor will work with the Jefferson County Disaster and Emergency Services Coordinator under the direction and authority of the Jefferson County Sheriff. The Contractor will be required to include the Jefferson County Sheriff in communications and deliberations as directed.

### Cancellation

i. Jefferson County reserves the right to cancel this Contract by written notice at any time for any reason. Notice of any such cancellation shall be through a signed and dated notice from the Jefferson County Sheriff delivered to the Contractor. Such cancellation shall not entitle the Contractor to any further compensation beyond any approved costs incurred prior to any such cancellation so long as the reason for the cancellation is not due to a failure to fulfill responsibilities of this Contract on the part of the Contractor. In such case no compensation shall be reimbursed.

### k. Insurance

i. The Contractor will provide proof of Liability Insurance Coverage and Workers Compensation Coverage in the limits required by Jefferson County.

#### 4. Indemnification:

a. Contractor agrees to defend, indemnify, and hold harmless Jefferson County from any and all claims, demands, or actions, and any damages resulting therefrom, which arise out of or are a result of the performance of this Contract. Provided however, any such claim, demand or action must arise out of the negligence, recklessness, or intentional act of Contractor, its subcontractors, agents, or employees.

### 5. Liability Insurance:

a. During the term of this Contract, Contractor agrees to maintain a commercial general liability insurance policy with liability limits of \$500,000.00 (five hundred thousand dollars) per occurrence and 1,000,000.00 (one million dollars) per year aggregate. To the extent Contractor engages subcontractors, all subcontractors shall maintain a commercial general liability insurance policy with liability limits of \$500,000.00 (five hundred thousand dollars) per occurrence and 1,000,000.00 (one million dollars) per year aggregate. Failure of Contractor to comply with this provision shall constitute a material breach of this contract and will result in this Contract being voided.

# 6. Workers Compensation Insurance:

a. During the term of this Contract, Contractor and its subcontractors (if any) agree to maintain worker's compensation insurance in accordance with Montana law. Prior to commencing work on the Contract, Contractor and its subcontractors shall provide

### 2017 Emergency Broadcast System RFP

# CONTRACT FOR SERVICES Page 4 of 4

Jefferson County with proof of worker's compensation coverage. Failure of Contractor to comply with this provision shall constitute a material breach of this contract and will result in this Contract being voided.

# 7. Limits of Contract:

a. This Contract constitutes the entire agreement of the Parties. This Contract cannot be modified, renewed, or extended except as provided in Section 3 of this Contract. Further, no statements, promises or inducements made by either Party or by any agent or representative of either Party, not contained in this Contract shall be valid or binding.

## 8. Assignments:

a. This Contract or any interest therein cannot be assigned, transferred, or subcontracted without the express written agreement of the Parties of this Contract.

### 9. Modification:

a. Any communications (written or spoken) shall not modify, extend, or renew this Contract. Should either Party seek modification of this Contract, that Party shall communicate to the other Party, in writing, regarding the specifics of the modification(s) sought. If the requested modification is agreed to, it shall be reduced to writing, be signed by the authorized representative of each Party, and be appended to this Contract.

# 10. Failure of Enforcement is not a Waiver:

a. Failure of either Party to enforce any provision of this contract shall not constitute a waiver of such provision. Nor shall such conduct affect the validity of this contract, any part thereof, or the right of either Party to enforce each and every provision of this Contract.

### 11. Disputes:

a. This Contract shall be governed by the laws of the State of Montana. In the event of a dispute arising out of the performance or breach of this Contract, venue shall be the Montana Fifth Judicial District Court, Jefferson County.

Agreed to thisd	ay of, 2017.	
Contractor Company Name	Contractor Authorized Signature	Contractor Printed Name & Title
Commission Chair Signature,	Jefferson County, Montana	
Commission Chair Printed Na	 me, Jefferson County, Montana	