

**REQUEST FOR Qualifications  
Columbus Rural Fire District #3**

DATE: 2/26/2024

Project Name: **PRE-EMPLOYMENT AND ANNUAL MEDICAL PHYSICAL  
EVALUATIONS**

## NOTICE TO CONSULTANTS

The Columbus Rural Fire District #3 is providing a Request for Qualifications (RFQ) from consultants for PRE-EMPLOYMENT and ANNUAL MEDICAL PHYSICAL EVALUATIONS.

Qualifications must be sent via email to [rcowger@columbusfirerescue.com](mailto:rcowger@columbusfirerescue.com) on or before 5:00 p.m. on FRIDAY, April 5th, 2024.

The subject line must read RFQ for PRE- EMPLOYMENT AND ANNUAL MEDICAL PHYSICAL EVALUATIONS

Further requirements are described in the "Qualification Submittal." Section of this document.

Qualifications that have not been received by the deadline set forth above, as determined by the Fire Chief, will not be considered. The district is not responsible for delays occasioned by Postal Service, technology or the internal e-mail delivery system, or any other means of delivery employed by the contractor.

Questions concerning this Request for Qualifications shall be directed to the District's Project Manager, Rich Cowger FIRE CHIEF at 406-322-4302.

The district does not discriminate on the basis of race, color, national origin, sex, sexual orientation, religion, age, or disability in the provision of services. For disabled persons needing reasonable accommodations to attend or participate in a service, program, or activity related to this project, call (406)322-4302 as far in advance as possible.

## **I. OVERVIEW**

### **A. Background**

CRFD #3 is working with neighboring fire districts/departments, Park City Rural Fire District, and Absarokee Rural Fire District to provide a comprehensive medical and mental health evaluation program which will provide personnel with advanced health monitoring. The contract will be utilized jointly but managed by CRFD #3. The group has received a FEMA grant award to help cover the costs and as such there will be specific reporting and documentation required of the contractor as well as compliance with all FEMA specific rules and regulations.

## **II. SCOPE OF PROPOSAL**

### **A. Scope of Work**

CRFD #3 desires to contract with a qualified firm to provide pre-employment and annual medical physicals to firefighters employed with CRFD #3 and aforementioned area fire departments. Physicals will need to be performed at a designated CRFD #3 facility.

#### **RFQ Objectives:**

- To identify and contract with an experienced contractor to provide annual physicals in compliance with NFPA 1582 standards, at a minimum.
- Protect the health and safety of firefighters through early detection and prevention of health issues.
- Provide information and education to firefighters to improve their health and wellness.
- To utilize innovative approaches to ensure smooth scheduling, service provision, and billing in compliance with FEMA related grant requirements.

This scope of work (SOW) specifies the products and services that CRFD #3 expects to acquire from the successful Proposer as a result of this RFQ. This SOW outlines minimum requirements for preemployment and annual medical physicals. Qualifications must detail the methodology for meeting all SOW items.

CRFD #3 requires all services necessary to conduct pre-employment and annual medical physical evaluations for fire department candidates and members in strict accordance with the National Fire Protection Association (NFPA) 1582, Standard on Comprehensive Occupational Medical Program for Fire Departments (Most Current Edition).

## **B. Contractor Requirements**

The contractor must meet all of the following requirements:

1. Contractor shall conduct pre-employment and annual medical physical evaluations for fire department candidates and members in strict accordance with the National Fire Protection Association (NFPA) 1582, Standard on Comprehensive Occupational Medical Program for Fire Departments.
2. Contractor's employees must all be Licensed in the state of Montana and nationally certified medical providers who have extensive experience in occupational health relating to Fire, and/or Military setting; (must provide license numbers and CVs for principal providers at RFQ submission).
3. Contractor shall be able to provide additional support staff as necessary to include but not be limited to athletic training staff, and physical therapists.
4. Contractor shall provide an electronic health record and patient portal (that is fully functional at RFQ submission) that will allow access to all physical and behavioral health data for all employees throughout the contract period.
5. Contractor shall provide an administrative portal for department leadership that will allow them to see masked/aggregate data in real time as to the health and wellness of the department. A report summarizing the overall status of the department health information must be provided to leadership.
6. Contractor shall have the capacity to perform incumbent physical annually built on an age-based and risk-stratified program considering all current evidence-based data and consensus statements as it relates to firefighter health and wellness.
7. Contractor shall have the ability to perform pre-employment new hire medical and psychological exams by state licensed medical and psychological providers who specialize in occupational health and have extensive experience in the Fire Service and other military/para-military organizations.
8. Contractor shall have experience with the State of Montana's Worker's Compensation program to include certified and trained Designated Doctors on staff for first responder organizations.
9. Contractor must be able to administer a Cardiopulmonary Exercise Test (CPET) to all members based on the age-based program.
10. Contractor shall ensure all ancillary studies to include plain film radiographs and ultrasounds are performed by state licensed radiology/ultrasound technicians; all radiology and cardiology reports must be interpreted by board certified, and fellowship trained physicians (must provide license

numbers and CVs at RFQ submission).

11. Contractor shall provide counsel to the participating departments regarding both the scientific issues and value judgments that are involved with organizational health decisions. This counsel will be based on both the experience of the contractor and the data generated by the pre-employment and physical assessments. This input will address, in plain language, the tradeoffs that might accompany a particular action or inaction.
12. Contractor shall provide a means of representing the data collected in such a way that it informs decision making at the individual, provider, and organization levels. The framework that presents this data should demonstrate a collection of quantitative techniques that include, but are not limited to, decision analysis, risk analysis, cost-benefit and cost-effectiveness analysis, as well as parts of operations research and statistical inference. The framework must be able to support visual presentation of findings and analysis through an interactive data analytics dashboard that will aid the participating departments in understanding organizational health challenges and improving policies.
13. Contractor shall perform services onsite at a designated CRFD #3 Facility.
14. Pre-Employment Physical Evaluation  
Contractor must provide a comprehensive physical evaluation which includes the following components:
  - a. **Initial Physical Exam:** Firefighters must receive testing, evaluation and feedback based on the NFPA 1582 Chapter 6. Participants must receive NFPA 1582 and WFI compliant hands-on medical exams that specifically include medical history review, comprehensive physical examinations, fitness evaluations, laboratory testing, evaluation of BMI, blood pressure, vision, hearing, lung function, VO<sub>2</sub> measurement, x-rays, ECG, stress testing, cancer screening, and immunizations. Lab testing for new hire candidates must be more extensive than for incumbent firefighters and as such the laboratory testing must include collection of baseline data for infectious disease, bleeding disorders, metabolic disease, and heavy metals. Firefighters must also receive a screening for LV hypertrophy and cardiomegaly for obese firefighters, as well as those with uncontrolled or chronic hypertension or obstructive sleep apnea.

15. Annual Physical Evaluation

Contractor must provide a comprehensive physical evaluation which includes the following components:

- a. **Physical Exam/Health Screening:** firefighters must receive a

comprehensive annual medical evaluation that meets the standard set forth in NFPA 1582 to include selected laboratory panels, behavior health and cancer screening (details below), as well as the recommendations in the Wellness Fitness Initiative, 4th edition. All participants must also be able to receive a confidential fitness assessment consisting of recommendations from NFPA 1583 and the WFI. Participants must also receive a coronary heart disease screening utilizing a CPET.

- b. **Cancer Screening:** firefighters must receive a cancer screening that provides testing to include specialized laboratory assays, radiographs, and non-invasive ultrasounds to look for malignancies of the thyroid, lungs, liver, gallbladder, pancreas, spleen, kidneys, colon, prostate, bladder, testicles and ovaries. All firefighters regardless of findings must be provided hardcopy reports of all cancer screenings and must have access to an online digital library of the radiographic images of their screenings so that they can be shared with their personal healthcare providers if the firefighter chooses. All studies must be performed by state licensed ultrasonographers or radiology technologists. All images must be reviewed by state licensed and residency trained radiologists. These physicians must also author all reports and will confirm and/or validate all findings. Skin exam is preferred by a licensed dermatologist, for abnormal/atypical nevi (moles) or other suspicious lesions that could be cancerous (non-melanoma or melanoma types) is critical.
- c. **Behavioral Health Screening:** firefighters must receive screenings designed to meet NFPA 1500 and are compliant with the Wellness Fitness Initiative. The program must include data collection on multiple pillars including depression, alcohol/substance use, sleep impairment, post-traumatic stress disorders, anxiety, social support, relationship satisfaction, resiliency, and coping strategies. Contractor must analyze data to provide education, engagement, consultation and risk analysis. Department leaders must also receive aggregated reports as to the overall behavioral health and wellness of the firefighters.
- d. **Immunization Program:** Participants must receive disease screening and verification of immunization status in accordance with NFPA 1582 7.7.9 for Tuberculosis (QuantiFERON TB Gold), Hepatitis A, B, C, varicella, tetanus/diphtheria/pertussis, measles, mumps, and rubella. HIV screening must be made available to all participants at their request. Participants must also be given the option to receive immunizations for diseases in which they are not immunized.

### C. Anticipated Schedule

Issue RFQ	03/22/2024
Deadline for questions on RFQ to designated contact	04/03/2024
Qualifications Due	04/05/2024
Evaluation Process complete; successful Proposer selected	04/08/2024
Board Approval of Contract Award	04/12/2024

### D. Subcontractors

Consultant will be responsible for identifying any subcontractors in their qualifications. Please note that the District will contract solely with the awarded Consultant; therefore, subcontractors will be the responsibility of the Consultant.

### E. Qualification Format

Please limit the total length of your proposal to a maximum of twenty-five (25) double sided or fifty (50) single sided 8 ½ x 11” pages (excluding cover pages, table of contents, dividers and Consultant Statement form). Font shall be a minimum of 11 Arial and margins are limited to no less than .5” for sides and top/bottom. Extended page sizes, such as 11” x 17”, count as a single page. Please, no embedded documents. Proposals that do not conform to these requirements may be rejected.

### F. Laws and Regulations

The Consultant agrees to comply fully with all applicable local, State of Montana and Federal laws and regulations and municipal ordinances.

### G. Contract

The awarded Consultant(s) will be expected to sign the District’s standard contract for professional services.

### H. Invoicing and Payment

Invoices should be emailed monthly or on an otherwise mutually agreed upon schedule to [rcowger@columbusfirerescue.com](mailto:rcowger@columbusfirerescue.com). The cost of the work completed shall be paid to the Consultant following the submittal of a correct invoice by the Consultant indicating the project name, Purchase Order number, allocation of area department/districts who are participating in this program and amount due.

Payments will be made using the prices listed on the agreed-to Price Schedule or as specified in each individual Work Order. In the event a service is requested which is not listed on the Price Schedule or defined in the individual Work Order, the Consultant and the District will negotiate an appropriate unit price for the service prior to Consultant initiating such work.

The District pays invoices on Net 30 terms.

### **III. QUALIFICATION SUBMITTAL**

For this section, Consultants are required to provide detailed written responses to the following Items in the order outlined below. The responses shall be considered technical offers of what Consultants propose to provide and shall be incorporated in the contract award as deemed appropriate by the District. A qualification that does not include all the information required may be deemed non-responsive and subject to rejection.

Responses must include all the items in the order listed below. It is suggested that the Consultants include each of the District's questions with their response immediately following the question.

The District shall not reimburse any firm for costs incurred in the preparation and presentation of their qualification.

- a. Cover Letter signed by officer authorized to contractually commit Proposer;
- b. Executive Summary should highlight the content of the qualification and features of the program offered, including a general description of the program and any unique aspects or benefits provided by your firm.
- c. Proposer shall furnish a complete name, mailing address and telephone number;
- d. Qualification must designate individual(s), along with respective telephone numbers, responsible for answering technical and contractual questions with respect to qualification;
- e. Promotional or display materials shall be separated from RFQ response and labeled;
- f. **Detailed statement of qualifications**, addressing at a minimum:
  - i. Detailed description of Proposer's experience in providing physical exam services to fire service or other military/para-military organizations;
  - ii. Detailed description of experience with state of Montana worker's compensation programs and challenges specifically in the State of Montana;
  - iii. Detailed information on Proposer's philosophy, mission statement and operating procedures, including how Proposer's operations will support the District's principles



listed in Sections 3.0 and 4.0;

- iv. Organizational chart;
  - v. Hours of operation and contact information for staff to assist with problem resolution;
  - vi. Location of base office and (if different) office address of individuals assigned to the District's account;
  - vii. List of principle provider's names, their license numbers and CVs. (All must be Licensed in the state of Montana and be nationally certified medical providers who have extensive experience in occupational health relating to Fire, and Military setting);
  - viii. Detailed description of Proposer's business continuity, security, and disaster recovery plan/system; and
  - ix. Proposer's records retention policy detailing how and where records are stored, OR a statement indicating compliance with all requirements of the State of Montana records retention schedules and policies as administered/managed by the Montana State Library and Archives Commission
- g. **A minimum of three references** for clients similar in size and complexity to the District – references must include name and address of client, point of contact, contact information (phone, fax and email), dates of service, services provided, and reason for discontinuing service if the client is no longer current;
- h. **Detailed description of ability to meet all requirements of this RFQ**, including at a minimum:
- i Detailed description of typical physical exam process, including information on how RFQ requirements will be addressed, copies of sample reports and online access;
  - ii Description of how Proposer's process differs from and/or is superior to competing firms in their industry;
  - iii Detailed description of experience and expertise in providing services as detailed in this RFQ;
- i. **Detailed qualification for providing services**, specifically:

- i. Detailed implementation plan and timeline necessary to begin providing services.
- ii. Summary (one page or less) of how proposed services are best suited of all available options to meet all the District's requirements;

**A. Consultant Information**

- a. Describe the Consultant's business and background
- b. Number of years in the business
- c. Details about ownership
- d. An overview of services offered and qualifications
- e. Size of the firm

**B. Cost**

In your response to this qualification, please provide the following:

- 1. Please detail your proposed fee structure and payment schedule.

**C. Additional Information**

Provide any information that distinguishes Consultant from its competition and any additional information applicable to this Qualification that might be valuable in assessing Consultant's qualification.

Explain any concerns Consultant may have in maintaining objectivity in recommending the best solution. All potential conflicts of interest must be disclosed.

**Exceptions to the Scope of Services and District Services Contract (a sample of which is attached in Section VI) shall be documented.**

#### IV. REVIEW AND ASSESSMENT CRITERIA

##### A. . Qualification and Interview Criteria

Consultants will be evaluated on the following criteria. These criteria will be the basis for review and assessment of the written qualifications and optional interview session. At the discretion of the District, interviews of the top-rated Consultants may be conducted.

The rating scale shall be from 1 to 5, with 1 being a poor rating, 3 being an average rating, and 5 being an outstanding rating.

WEIGHTING FACTOR	QUALIFICATION	STANDARD
3	Scope of Qualification	Does the qualification address all elements of the RFQ? Does the qualification show an understanding of the project objectives, methodology to be used and results/outcomes required by the project? Are there any exceptions to the specifications, Scope of Work, or agreement?
3	Firm Capability & Assigned Personnel	Does the firm have the resources, financial strength, capacity and support capabilities required to successfully complete the project on- time and in-budget? Has the firm successfully completed previous projects of this type and scope? Do the persons who will be working on the project have the necessary skills and qualifications? Are sufficient people of the requisite skills and qualifications assigned to the project?
1	Availability	Are other qualified personnel available to assist in meeting the project schedule if required? Does the Consultant's standard communication timeline ensure that the District representative is adequately informed of progress throughout each assignment?
2	Cost	Do the proposed cost compare favorably with the Project Manager's estimate?

**B. Reference Evaluation Criteria**

Prior to award, the Project Manager may check references using the following criteria. Negative responses from references may impact the award determination.

<b>CRITERIA</b>	<b>STANDARD QUESTIONS</b>
Overall Performance	Would you hire this Consultant again? Did they show the skills required by this project?
Timetable	Was the original Scope of Work completed within the specified time? Were interim deadlines met in a timely manner?
Completeness	Was the Consultant responsive to client needs; did the Consultant anticipate problems? Were problems solved quickly and effectively?
Budget	Was the original Scope of Work completed within the project budget?
Job Knowledge	If a study, did it meet the Scope of Work? If Consultant administered a construction contract, was the project functional upon completion and did it operate properly? Were problems corrected quickly and effectively?

**V. CONSULTANT STATEMENT**

Consultant hereby acknowledges receipt of the Columbus Rural Fire District #3's RFQ and acknowledges that it has read and agrees to be fully bound by all of the terms, conditions and other provisions set forth in the RFQ. Additionally, Consultant hereby makes the following representations to District:

- a. All of the statements and representations made in this qualification are true to the best of the Consultant's knowledge and belief.
- b. Consultant commits that it is able to meet the terms provided in this qualification.
- c. This qualification is a firm and binding offer, for a period of 90 days from the date hereof.
- d. Consultant further agrees that the method of award is acceptable.
- e. Consultant also agrees to complete the proposed Agreement with CRFD #3 within 30 days of notice of award. If contract is not completed and signed within 30 days, the District reserves the right to cancel and award to the next highest rated firm.
- f. Consultant acknowledge receipt of \_\_ addenda.

Legal Firm Name:

Physical Address:

Remit to Address:

Phone:

Name of Authorized Agent of Firm:

Signature of Authorized Agent:

Primary Contact for Project:

Title:

Email Address:

Phone:

Cell Phone:

**NOTE: CONSULTANT STATEMENT IS TO BE SIGNED & RETURNED WITH YOUR QUALIFICATION.**

**VI. ANTICIPATED SCHEDULE**

1.	Issue RFQ	03/22/2024
2.	Deadline for questions on RFQ to designated contact	04/03/2024
3.	Qualifications due	04/05/2024
4.	Evaluation process complete; successful Proposer selected	04/08/2024
5.	Board approval of Contract Award	04/12/2024

**VII. STATEMENT OF QUALIFICATIONS ELEMENTS AND FORMAT**

Qualified Consultants interested in the work described in this RFQ should submit a minimum of the following information to the District:

**A. Cover Letter**

A one-page cover letter addressed to Fire Chief Rich Cowger should be provided that expresses the contractor's interest in the Project and identifies the primary contact person for the contractor, including title, street/ mailing address, phone number, cell phone number and email address.

**B. General Information**

Please provide the name of the company, date established, state incorporated, office location(s), previous names the company has used in the last 10 years, geographical area(s) where most of the company's work occurs, key leadership and staff, and a general description of the company and its history.

**C. Project Team**

This section should describe the contractor's team for this Project. Please include, at a minimum, the proposed Project manager. Individual team members can fill more than one role. For these key Project team members, please include:

1. Role the individual will take on the Project
2. A description of the individual's background and experience, including any unique qualifications
3. Years of experience
4. Years of experience with the company
5. Experience with the proposed Project team
6. Expected availability and percentage of time that would be committed to this Project

**D. Subcontractors**

Based on the Project description, describe which, if any, portions of the work would likely be performed by subcontractors. This Project does not have a disadvantaged business enterprise (DBE) requirement. Please provide a list of typical subcontractors that the company might use for the components required by this Project. Since this Project has not yet been bid, the company will not be required to use these specific subcontractors, though selection of subcontractors will be subject to District approval.

**E. Bonding Company**

Provide the name, address and phone number of the company's bonding agent, if applicable. Provide a letter from the bonding agent indicating whether the company's bonding capacity is adequate to undertake this work.

**F. Insurance Company**

Provide the name, address and phone number of the company's insurance agent(s). Provide a letter from the insurance company outlining coverage and policy limits and indicating the contractor's ability to obtain the required coverage. Please state whether there have been any claims within the past 5 years, and if so, what was the nature of those claims. Required insurance coverage is expected to be as follows:

- Comprehensive general liability: \$3,000,000.00 (District listed as additional insured);
- Comprehensive automobile liability: \$1,000,000 (District listed as additional insured); and
- Worker's compensation and employer's liability: statutory/\$500,000.

**VIII. SELECTION PROCESS**

The selection committee may consist of the following individuals:

Fire Chief Rich Cowger	Columbus Rural Fire District #3
Asst Chief Nick Jacobs	Columbus Rural Fire District #3
Battalion Chief Travis Hanson	Columbus Rural Fire District #3
Amanda Ferster Fire Chief	Absarokee Rural Fire District
John Allegra	Park City Rural Fire District

The selection committee will also check references on companies that appear to meet the qualifications requirements listed in this RFQ. At the least, a "Satisfactory" or "Unsatisfactory" rating will be given for each reference contacted.

## SERVICES CONTRACT

This Services Contract ("Contract") is entered into this \_\_\_\_ day of \_\_\_\_\_, 2024\_ by and between the **Columbus Rural Fire District #3** ("District") and **CONTRACTOR NAME**("Contractor").

Whereas, the parties desire to contract with one another to complete the following project **SCOPE OF PROJECT**.

Now, therefore, in consideration of the mutual covenants and agreements contained herein, the Parties agree as follows:

1. Services. The Contractor shall perform the services set forth in Exhibit A, attached hereto and incorporated herein by reference ("Services"). The Contractor represents that it has the authority, capacity, experience, and expertise to perform the Services in compliance with the provisions of this Contract and all applicable laws. The District reserves the right to remove any of the Services from Exhibit A upon written notice to the Contractor. In the event of any conflict between this Contract and Exhibit A, the provisions of this Contract shall prevail.

1. Price. The District shall pay the Contractor a sum not to exceed \$[Click here to enter text](#). The District shall make payment within thirty days of receipt and approval of monthly invoices, which shall identify the specific Services performed for which payment is requested.

2. Term. This Contract shall be effective from [Click here to enter a date](#) through [Click here to enter a date](#), or until terminated as provided herein. This Contract may be extended or renewed by written agreement of the Parties.

3. Non-Appropriation. All direct and indirect debts or financial obligations of the District under this Contract shall be subject to annual appropriation of the funds necessary to meet such obligations. The District shall have no obligation to continue this Contract in any fiscal year in which no such appropriation is made. This Contract shall terminate automatically upon such non-appropriation and neither Party shall have liability to the other Party.

4. Independent Contractor. The parties agree that the Contractor is an independent contractor and is not an employee of the District. **The Contractor is not entitled to workers' compensation benefits from the District and is obligated to pay federal and state income tax on any money earned pursuant to this Contract.**

5. Contractor certifies that [\[REDACTED\]](#) is Contractor's correct Federal Taxpayer Identification Number. *(Must be inserted by Contractor)* By signing this Contract, Contractor certifies that it assumes full responsibility for the payment of all contributions, payroll taxes, income taxes, withholdings and backup withholdings or assessments under federal, state and local law. The District will only provide Contractor with, and will file, an IRS Form 1099 in compliance with federal, state and local law.



6. Insurance Requirements.

a. Policies. The Contractor and its subcontractors, if any, shall procure and keep in force during the duration of this Contract the following insurance policies and shall provide the District with a certificate of insurance evidencing such insurance policies upon execution of this Contract:

(i) Comprehensive general liability insurance insuring the Contractor and naming the District as an additional insured with minimum combined single limits of \$1,000,000 each occurrence and \$1,000,000 aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, products, and completed operations. The policy shall contain a severability of interests provision.

(ii) Comprehensive automobile liability insurance insuring the Contractor and naming the District as an additional insured against any liability for personal injury, bodily injury, or death arising out of the use of motor vehicles and covering operations on or off the site of all motor vehicles controlled by the Contractor which are used in connection with this Contract, whether the motor vehicles are owned, non-owned, or hired, with a combined single limit of at least \$1,000,000.

(iii) Professional liability insurance insuring the Contractor against any professional liability with a limit of at least \$1,000,000 per claim and annual aggregate. *(Note: this policy shall only be required if the Contractor is an architect, engineer, surveyor, appraiser, physician, attorney, accountant, or other licensed professional.)*

(iv) Workers' compensation insurance, unless exempt under state law from the requirement to carry workers' compensation insurance, and all other insurance required by any applicable law. *(Note: if under Montana law the Contractor is not required to carry workers' compensation insurance, the Contractor shall execute a Certificate of Exemption and Waiver, attached hereto as Exhibit B and incorporated herein by reference.)*

b. Requirements. Required insurance policies shall be with companies qualified to do business in Montana with a general policyholder's financial rating acceptable to the District. Said policies shall not be cancelable or subject to reduction in coverage limits or other modification except after thirty days prior written notice to the District. The Contractor shall identify whether the type of coverage is "occurrence" or "claims made." If the type of coverage is "claims made," which at renewal the Contractor changes to "occurrence," the Contractor shall carry a six-month tail. Comprehensive general and automobile policies shall be for the mutual and joint benefit and protection of the Contractor and the District. Such policies shall provide that the District, although named as an additional insured, shall nevertheless be entitled to recover under said policies for any loss occasioned to it, its directors, officers, employees, volunteers, and agents by reason of negligence of the

Contractor, its directors, officers, employees, agents, subcontractors, or business invitees. Such policies shall be written as primary policies not contributing to and not in excess of coverage the District may carry.

7. Indemnification. The Contractor agrees to indemnify and hold harmless CRFD #3, its officers, employees, and agents from and against all liability, claims, and demands on account of any injury, loss, or damage arising out of or connected with the Services, if such injury, loss, or damage, or any portion thereof, is caused by, or claimed to be caused by, the act, omission, or other fault of the Contractor or any subcontractor of the Contractor, or any officer, employee, or agent of the Contractor or any subcontractor, or any other person for whom the Contractor is responsible. The Contractor shall investigate, handle, respond to, and defend against any such liability, claims, and demands, and shall bear all other costs and expenses related thereto, including court costs and attorneys' fees. If the Contractor is providing architectural, engineering, design, or surveying services, the obligation to indemnify and pay costs, expenses, and attorneys' fees, is limited to the amount represented by the degree or percentage of negligence or fault attributable to the Contractor, or the Contractor's agents, representatives, employees, servants, subcontractors, or suppliers as determined by adjudication, alternative dispute resolution, or otherwise resolved by mutual agreement between the Contractor and CRFD #3. The Contractor shall notify the City and provide a copy of any and all written claims or demands within two business days of receipt. The Contractor's indemnification obligation shall not be construed to extend to any injury, loss, or damage to the extent caused by the act, omission, or other fault of CRFD #3. This paragraph shall survive the termination or expiration of this Contract.

8. Governmental Immunity Act. No term or condition of this Contract shall be construed or interpreted as a waiver, express or implied, of any of the limitations on damages or any of the notices, requirements, immunities, rights, benefits, privileges, protections, or defenses provided to, or enjoyed by, the District and its current or past directors, officers, employees and volunteers under the Montana Governmental Immunity Act, C.R.S. § 24-10-101 *et seq.* or any other applicable federal or state constitutional, statutory, or common law.

9. Montana Open Record Act. Be advised that the Columbus Rural Fire District #3 is subject to section 24-72-201 *et seq.* of the Montana Revised Statutes. If you object to the disclosure of any information in your statement of work or Exhibit A, you must provide a detailed written statement containing: a) The exact pages, paragraphs, or charts you believe should be withheld; b) the specific legal basis for that position. Please note that your objection will be considered, but is not binding on the District. The District is required to make a determination under the Montana Open Records Act, and may only withhold documents that are confidential under the law

10. Compliance with Applicable Laws.

a. Generally. The Contractor shall comply with all applicable federal, state, and local laws, including the resolutions, rules, and regulations of the District. The Contractor shall solely be responsible for payment of all applicable taxes and for obtaining and keeping in force all applicable permits and approvals.

b. C.R.S. Article 17.5, Title 8. The Contractor hereby certifies that, as of the date of this Contract, it does not knowingly employ or contract with an illegal alien who will

perform work under this Contract and that the Contractor will participate in the e-verify program or Montana Department of Labor and Employment (“Department”) program as defined in C.R.S. § 8-17.5-101 in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Contract. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract or enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract. The Contractor certifies that it has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Contract through participation in either the e-verify program or the Department program. The Contractor is prohibited from using either the e-verify program or the Department program procedures to undertake pre-employment screening of job applicants while this Contract is being performed. If the Contractor obtains actual knowledge that a subcontractor performing work under this Contract knowingly employs or contracts with an illegal alien, the Contractor shall be required to: (i) notify the subcontractor and District within three days that Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and (ii) terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to this subparagraph the subcontractor does not stop employing or contracting with the illegal alien; except that Contractor shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien. The Contractor shall comply with any reasonable request by the Department made in the course of an investigation that it is undertaking pursuant to the authority established in C.R.S. Article 17.5, Title 8. If the Contractor violates this paragraph, the District may terminate this Contract and may seek actual and consequential damages. The Contractor acknowledges the District also will notify the Secretary of State, which may take further action against the Contractor. *(Note: this paragraph shall not apply to contracts: (i) for Services involving investment advisory services or fund management services; or (ii) for information technology services and/or products.)*

c. C.R.S. § 24-76.5-103. If the Contractor is a natural person (*i.e.*, not a corporation, partnership, or other legally-created entity), he/she must complete the affidavit attached hereto as Exhibit C and attach a photocopy of a valid form of identification. If the Contractor states that he/she is an alien lawfully present in the United States, the District will verify his/her lawful presence through the SAVE Program or successor program operated by the U.S. Department of Homeland Security. In the event the District determines that the Contractor is not lawfully present in the United States, the District shall terminate this Contract and may seek actual or consequential damages.

## 11. Termination.

a. Without Cause. Either Party may terminate this Contract without cause upon thirty days prior written notice to the other Party. Subject to its right of non-appropriation, the District shall pay the Contractor the undisputed amounts for Services satisfactorily performed as of the effective date of termination, but shall not be liable to the Contractor for anticipated profits.

b. For Default. Each and every term and condition hereof shall be deemed to be a material element of this Contract. In the event either Party fails to perform according to the terms of this Contract, the non-defaulting Party shall provide written notice of such default to the defaulting Party. If the defaulting Party does not cure or make substantial efforts to cure said default within ten calendar days of written notice thereof, the non-defaulting Party, at its option, may terminate this Contract immediately or may elect to treat this Contract as being in full force and effect. If the non-defaulting Party elects to treat this Contract as being in full force and effect, such Party may bring an action for specific performance or damages or both. In the event of termination pursuant to this paragraph by the District, and subject to its right of non-appropriation, the District shall pay the Contractor undisputed amounts for Services satisfactorily performed as of the effective date of termination, but shall not be liable to Contractor for anticipated profits. The Contractor shall not be relieved of liability to the District for any damages sustained by the District by virtue of any default under this Contract, and the District may withhold payment to the Contractor for the purposes of setoff until such time as the exact amount of damages is determined.

12. Notices. Written notices shall be directed as follows and shall be deemed received when hand-delivered or emailed, or three days after being sent by certified mail, return receipt requested:

<u>To the District:</u>	<u>To the Contractor:</u>
Rich Cowger	Name
Columbus Rural Fire District #3	Company
PO Box 285 944 E Pike Ave	Address
Columbus, MT 59019	City, State Zip
Email: rcowger@columbusfirerescue.com	Email: email address

13. Special Provisions. None

14. Time of the Essence. Time is of the essence in performance of the Services and is a significant and material term of this Contract.

15. Miscellaneous. This Contract contains the entire agreement of the Parties relating to the subject matter hereof and there are no oral or collateral agreements or understandings of the Parties. This Contract may not be modified or amended except by written agreement of the Parties. Course of performance, no matter how long it continues, shall not effect an amendment to this Contract. In the event a court of competent jurisdiction holds any provision of this Contract invalid or unenforceable, such holding shall not invalidate or render unenforceable any other provision of this Contract. Waiver of a breach of this Contract shall not operate or be construed as a waiver of any subsequent breach of this Contract. This Contract shall inure to the benefit of and be binding upon the Parties and their legal representatives, successors, and permitted assigns. This Contract is not intended to, and shall not, confer rights on any person or entity not named as a party to this Contract. In any dispute arising from or relating to this Contract, the prevailing Party shall be awarded its reasonable attorneys' fees, costs and expenses, including any attorneys' fees, costs and expenses incurred in collecting upon any judgment, order or award.

The Contractor shall not assign this Contract without the District's prior written consent. This Contract shall be governed by the laws of the State of Montana, and jurisdiction and venue shall be in the County of Larimer, State of Montana. This Contract may be executed in several counterparts and by facsimile or electronic pdf, each of which shall be deemed an original and all of which shall constitute one and the same instrument.

Signed by the Parties on the date written above.

**Columbus Rural Fire District #3**

By: \_\_\_\_\_

Title: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
District Secretary

**Contractor**

By: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by

\_\_\_\_\_.

(Insert name of individual signing on behalf of the Contractor)

\_\_\_\_\_  
Notary's official signature

S E A L

\_\_\_\_\_  
Commission expiration date

## **EXHIBIT A – SERVICES**

Click here to enter text.

**EXHIBIT B – CERTIFICATE OF EXEMPTION AND WAIVER**

**DIRECTIONS:**

- ✓ If the Contractor is NOT required under Montana law to carry workers' compensation insurance and DOES NOT carry it, this exhibit MUST be completed and attached to the Contract.
- ✓ If the Contractor IS required under Montana law to carry workers' compensation insurance, this exhibit IS NOT REQUIRED and may be discarded.

The Contractor certifies to the District that it is not required to carry workers' compensation insurance under the Montana Workers' Compensation Act. The Contractor acknowledges that it will be engaging in activities that may expose it to risk of bodily injury. The Contractor affirms that it is physically capable of performing the activities and that all necessary precautions to prevent injury to the Contractor and others will be taken. The Contractor shall not hold the District liable for any injuries that may arise during or resulting from the work performed under the Contract, and the Contractor shall defend, indemnify, and hold harmless the District from all such claims.

**Contractor**

By: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_ by \_\_\_\_\_.

(Insert name of individual signing on behalf of the Contractor)

\_\_\_\_\_  
Notary's official signature

S E A L

\_\_\_\_\_  
Commission expiration date



## EXHIBIT C – AFFIDAVIT

### DIRECTIONS:

- ✓ If the Contractor is an individual, this exhibit **MUST** be completed and attached to the Contract. A copy of a valid form of identification **MUST** be attached.
- ✓ If the Contractor is a corporation, partnership, or other legally-created entity, this exhibit **IS NOT REQUIRED** and may be discarded.

I swear or affirm under penalty of perjury under the laws of the State of Montana that (check **one**):

\_\_\_\_\_ **I am a United States citizen.**  
(Valid I.D. must be provided)

*or*

\_\_\_\_\_ **I am a legal permanent resident of the United States.**  
(Alien registration number and valid I.D. must be provided)

*or*

\_\_\_\_\_ **I am lawfully present in the United States pursuant to federal law.**  
(Alien registration number and valid I.D. must be provided)

I understand that this sworn statement is required by law because I have applied for a public benefit. I understand that state law requires me to provide proof that I am lawfully present in the United States prior to receipt of this public benefit. I further acknowledge that making a false, fictitious, or fraudulent statement or representation in this sworn affidavit is punishable under the criminal laws of Montana as perjury in the second degree under C.R.S. § 18-8-503 and that it shall constitute a separate criminal offense each time a public benefit is fraudulently received. If I checked the second or third option above, I understand that my lawful presence in the United States will be verified through the Federal Systematic Alien Verification of Entitlement Program (SAVE Program).

\_\_\_\_\_  
**Signature**

C.R.S. 24-76.5-103

\_\_\_\_\_  
**Date**

Rev. 3-29-2018

### Internal Use Only – Valid Forms of Identification

- Current Montana driver's license, minor driver's license, probationary driver's license, commercial driver's license, restricted driver's license, or instruction permit. \*\*
- Current Montana identification card. \*\*
- U.S. military card or dependent identification card.
- U.S. Coast Guard Merchant Mariner card.
- Native American tribal document.
- Original birth certificate from any state of the U.S.
- Certificate verifying naturalized status by U.S. with photo and raised seal.
- Certificate verifying U.S. citizenship by U.S. government (e.g., U.S. passport).
- Order of adoption by a U.S. court with seal of certification.
- Valid driver's license from any state of the U.S. or the District of Columbia excluding IL, UT, and WA.
- Valid immigration documents demonstrating lawful presence (e.g., current foreign passport with current I-551 stamp or visa, current foreign passport with I-94, I-94 with asylum status, unexpired Resident Alien card, Permanent Resident card or Employment Authorization card).

\*\* Note: A Montana driver's license or ID card with a black flag that indicates "not valid for federal identification, voting or public benefit purposes" requires additional verification.

*Note: If an individual has identification (excluding driver's licenses) not included on this list, contact the Administration Battalion Chief. Also, a waiver may be available where no identification exists or can be obtained due to a medical condition, homelessness, or insufficient documentation to receive a Montana driver's license or identification card.*