

**Request for Proposals (“RFP”) to Acquire the
Facilities, Property, and Operations of
Marias Medical Center**

A. Overview

Toole County, Montana (the “County”) d/b/a Marias Medical Center (“MMC”) owns and operates the following facilities in Shelby, Montana: (1) a 21-bed Critical Access Hospital (“CAH”), (2) Marias Heritage Center, a 40-unit retirement and assisted living facility (“ALF”), and (3) two dwellings used to provide housing for travelling providers (the “Brittain House”). The County also owns Marias Care Center, a 63-bed skilled nursing facility (“SNF”), which is currently being operated by a third-party operating entity. The CAH, ALF, SNF and Brittain House shall be referred to as the “Facilities”.

The County, through its Board of County Commissioners (the “Commissioners”) is seeking proposals from qualified parties to: (1) acquire some or all of the Facilities and related property and equipment (“Property”); and (2) provide for the future operations of the Facilities. Collectively the operations of the Facilities, shall be referred to as the “Operations”. Information concerning governance, operations, and finances of the Facilities are available upon request and will be made available via ShareFile to inquiring applicants. Information may also be posted on MMC’s and the Commissioner’s websites located at: https://www.toolecountymt.gov/officials_commissioners.html and <http://mmcmmt.org/>.

The CAH provides inpatient, outpatient, and emergency services, and operates out of a facility owned by Toole County located at 640 Park Ave., Shelby, Montana 59474 on one parcel of land, legally described as follows:

Lots 1-23, inclusive of Block 2, First Addition to the City of Shelby, Toole County, Montana.

The SNF operates out of a facility owned by the County located at 630 Park Avenue, Shelby, Montana 59474 on one parcel of land, with the same legal description as the hospital facility.

MMC leases the operations of the SNF to a third party.

The ALF operates out of certain condominium units owned by the County located at 111 2nd Street South, Shelby, Montana 59474 on one parcel of land, legally described as follows:

Marias Heritage Center Condominium, a condominium project located in Lots 1, 2, 3, 4, 5, 6, and 7, and Lots 16, 17, 18, 19, 20, 21, and 22 of Block 120, Zimmerman's First Addition to the City of Shelby, Montana, according to the official plat on file and of record in the offices of the Clerk and Recorder of Toole County, Montana; TOGETHER WITH an undivided interest in the General Common Elements and Limited Common Elements of said project as such applicable units, General Common Elements and Limited Common Elements are established, defined, and identified in the Declaration of Unit Ownership for Marias Heritage Center;

together with access to parking.

The Brittain House consists of two dwellings, is owned by the County and located at 107 Boulder Avenue, Shelby, Montana 59474. The Brittain House is located on one parcel of land, legally described as follows:

Lots 1, 2, & 3, Block E of Sullivan's First Addition to the Town of Shelby, Toole County, Montana, according to a map or plat thereof on file and of record in the office of the Clerk and Recorder, Toole County, Montana.

The Brittain House is subject to a revisionary interest described more particularly in that certain Agreement dated September 13, 1999, notice of which is given in that certain Grant Deed dated September 13, 1999, and recorded in the office of the Clerk and Recorder in and for Toole County, Montana under Document No. 342318.

All legal descriptions, including access to parking, are subject to modification dependent on review of title.

Inpatient and emergency professional services as well as other professional clinical services are currently provided to MMC by Marias Healthcare Services, Inc. ("MHSI"), through a professional services agreement. MHSI leases space at the CAH to provide clinical services. MHSI is a Federally Qualified Health Center, unaffiliated with MMC.

B. Request for Proposals

1. Seeking Proposals.

a. The County is seeking a proposal from applicants (individually the “Applicant”) to acquire the Facilities, Property, and Operations, subject to execution of definitive agreements memorializing the transaction, and approval by the Commissioners (the “Arrangement”). The Commissioners have determined that it is in the best interests of the County and for the public benefit and welfare of its citizens to sell the Facilities, Property, and Operations. The Commissioners want to ensure that such sale will ensure the long-term presence of a hospital and quality health care services for the County’s residents. Therefore, all proposals will need to address the Material Commitments which are defined below, as well as how the new entity), operating the Facilities after the sale (the “New Provider” will allow for significant community involvement in the future of health care services in the Service Area (defined below).

b. It is the preference of the Commissioners under this RFP to complete the sale of the Facilities, Operations and Property.

c. Qualified Applicants must meet the qualification requirements described in Section D.4. below, in order to assure that each Applicant possesses the requisite experience, financial capacity and history of prior operational success, sufficient to ensure continued and enhanced delivery of high-quality health care services to the residents of Toole, Liberty, Pondera, and Glacier counties (the “Service Area”).

d. Mont. Code Ann. §§ 7-8-2211 et. seq. provides the criteria for the County to sell the Property. If Applicant proposes purchasing some, or all of, the Property, then Applicant’s proposal must provide an offer for purchase of the Property for at least 90% of the appraised value. The Commissioners may provide valuation information it has obtained in advance of the Closing. The Commissioners will provide a public notice containing the appraised value of the Property within three months of the Closing for the Arrangement as required by Mont. Code Ann. § 7-8-2214.

e. Mont. Code Ann. § 7-8-2501 authorizes the Commissioners to sell or dispose of County owned real property in the best interest of the county and for the public benefit and welfare of its residents. If Applicant

proposes purchasing some, or all, of the Facilities, then Applicant's proposal must provide an offer for purchase of the Facilities for at least the appraised value. The Commissioners will provide a public notice containing the appraised value of the Facilities within three months of the Closing for the Arrangement.

f. The sale of the Facilities will require the Applicant to assume all liabilities and obligations of the County related to (i) the Facilities, Property, and Operations as of the Closing Date; (ii) the County's liabilities and obligations on behalf of MMC; and (iii) defeasance of the County's healthcare facilities revenue bonds in the amount of approximately \$1,703,000,00 in outstanding principal and interest. The value of all such assumptions will be credited against the amount offered for the purchase of the Facilities, Property, and Operations.

g. The Commissioners, by Resolution 14-2019, and following a public hearing on October 30, 2019, have identified this RFP process to be the competitive process for the sale of the Facilities, Property, and Operations. As the ultimate decisions makers, the Commissioners reserve the right to: (1) enter into discussions with one or more Applicants and select an Applicant or Applicants that best fit the overall objectives of the County based on the best interests of the County and the public benefit and welfare of its citizens, regardless of the offered price for the Facilities, Property and Operations, provided that such price meets the minimum amounts described above; and (2) refuse or reject any and all proposals, for any or no reason.

h. Neither the County, nor its elected officials, employees, officers, or agents will be obligated in any way by any Applicant's response to this RFP. Acceptance of an Applicant's response to this RFP by the Commissioners is merely an invitation for the Applicant's proposal to be considered. Following final selection by the Commissioners of the proposal that is in the best interest of the county and the public welfare and benefit of its residents, the parties will complete definitive documents memorializing the Arrangement (the "Execution Documents").

2. **Material Commitments.** As described above, all proposals must include, at a minimum, the following material commitments (the "Material Commitments"):

- a. Maintain MMC's licensure as a Critical Access Hospital or acquire acute care hospital licensure for a period of not less than the Oversight Term (defined below);
- b. Retain all current employees to the extent possible and provide at least six (6) months' notice to the Oversight Committee (defined below) should any significant reductions in staff be planned;
- c. Provide salary and benefits comparable to those currently provided to employees and provide credit for years of service with the County;
- d. Maintain licensure of, and the level of services currently provided at, the SNF and ALF for a period of not less than the Oversight Term;
- e. Provide and expand appropriate specialty services;
- f. Ensure that overhead allocations do not unfairly undermine the New Provider's financial and operational viability;
- g. Continue rendering existing services currently provided by MMC, including but not limited to inpatient, outpatient, and emergency services, and add additional services as needed to continue providing quality care within the Service Area.;
- h. Meet or exceed Applicant's quality benchmarks, system values and accreditation requirements applicable to Applicant's existing facilities similar in size and scope to the Facilities;
- i. Incorporate Applicant's value driven metrics into the New Provider's operation of the Facilities;
 - i. If Applicant has no similar existing facilities or value driven metrics, the New Provider will be required to work with the Oversight Committee to develop quality benchmarks, system values, and value driven metrics appropriate for the Facilities.
- j. Maintain an Oversight Committee on the New Provider's governing board during the Oversight Period;

- k. Assume or renegotiate the SNF management services agreement;
- l. Operate a robust community foundation to support healthcare in Toole County;
- m. Provide continuing maintenance and upgrades to supplies and equipment for the New Provider's operations;
- n. Timely replace or upgrade portions of the existing Facilities, as necessary;
- o. Other or alternative material commitments agreeable to the Commissioners.

3. Community Participation in Governance and Oversight Authority.

a. Applicant's proposal must outline the corporate structure and governance model under which Applicant envisions the New Provider owning and operating the Facilities, Property, and Operations. Any proposal that involves joint-ventures or the involvement of multiple parties shall identify the proposed arrangement and the qualifications of each individual party.

b. Regardless of the governance model proposed by Applicant, the County will require as a condition of entering into the Execution Documents that certain reserve powers described below be granted for a period of no less than five (5) years from Closing (the "Oversight Term"). The reserve powers shall be granted to an Oversight Committee of the New Provider's governing body (the "New Provider Board"). The members of the Oversight Committee must be residents of the Service Area, with a minimum of two-thirds of the Oversight Committee members residing in Toole County. The initial members of the Oversight Committee shall be designated by the Commissioners prior to Closing. The Oversight Committee members shall also be voting directors of the New Provider Board. The New Provider's governing documents must provide that any replacement Oversight

Committee members must be approved by a two-thirds majority vote of the remaining Oversight Committee members.

c. Other residents of the Service Area may also serve as voting New Provider Board members, even if they are not named as Oversight Committee members. A majority of New Provider Board members shall reside in the Service Area.

d. During the Oversight Term the rights, powers and responsibilities accorded to the New Provider shall be subject to the Oversight Authority granted to the Oversight Committee by the New Provider's governing documents which shall be adopted on or before the Closing Date. The Oversight Authority included in the Bylaws or Articles of the New Provider will include those reserve powers the parties shall agree upon in the Execution Documents, but should include, at a minimum, the following:

- i. Oversight Authority for the Oversight Committee to veto any New Provider Board resolution or action that alters or limits a Material Commitment of the New Provider as described in the Execution Documents, and identified in this RFP; and
- ii. The New Provider Board shall be prohibited from any act to frustrate the Oversight Authority during the Oversight Term.

e. Notwithstanding the provisions of b-d above, the Commissioners may consider other alternative proposals which will ensure, in the Commissioners sole discretion, the long-term presence of a hospital and quality health care services for the County's residents and demonstrate significant community involvement in the future of health care services in the Service Area.

4. Closing. The parties contemplate signing the Execution Documents and completing the Arrangement on or before the Closing Date, described in Section E.

C. Applicant Questions. Please answer the following:

1. Explain why you feel you are qualified to provide high quality health healthcare services to the persons and families in the Service Area?

2. What are your objectives for continued delivery of long-term high-quality health care services to the Service Area, and what is your strategic plan for achieving those objectives? What will you do to learn more about the County's objectives and desires for healthcare in the Service Area, and incorporate those objectives and desires into your strategic plan?
3. What is your proposed leadership structure for the New Provider?
 - a. If you have specific personnel that are anticipated to assume key leadership positions in that structure, please identify those individuals and the position you anticipate they would assume and provide a CV for each.
4. How do you propose to incorporate and implement the leadership structure identified above?
5. How will you source and retain quality physicians and medical staff with the New Provider?
6. What investments will you make in the Service Area regarding infrastructure, and improvement and expansion of existing or additional health care services to the Service Area? What charitable endeavors and community support will you provide?
7. Describe your proposal to maintain and improve operations as well as infrastructure improvements and/or facility replacement in the future, including but not limited to:
 - a. Infrastructure improvement;
 - b. Continuing maintenance and upgrade of supplies and equipment for the appropriate operations of the New Provider;
 - c. Equipment acquisition and replacement; and
 - d. Information and technology maintenance and upgrades, including upgrades to the current electronic health record.

8. What are your clinical objectives under the Arrangement? What are the specific resources you will bring to bear to achieve those objectives?
9. What is your vision for healthcare delivery to the Service Area within the next 5-10 years?
10. What is your experience with owning, operating, and/or managing critical access hospitals, ALFs, SNFs, and related ancillary services?
11. How will you handle intermediate, skilled and assisted patient/resident long-term care needs?
12. Are you willing to acquire some, but not all, of the Facilities? If so, which ones and why?
13. How do you propose to allow significant community involvement in the future of health care services in the Service Area? If your proposal doesn't include having community members serve on the New Provider Board, what mechanism do you propose to allow significant community participation

D. RFP Submission Criteria

1. Code of Conduct and Fair Competition

a. It is the responsibility of the Applicant to notify the Commissioners in writing of any possible conflicts of interest as set forth below. The Commissioners will investigate the matter and determine if an actual conflict of interest exists.

b. A conflict of interest arises when a County elected official, employee, officer or agent involved in the RFP process or the Arrangement has a financial or any other interest in an Applicant. If a conflict of interest exists, the Applicant may not be an Applicant.

c. County elected officials, employees, officers and agents may neither solicit nor accept gratuities, favors, or anything of monetary value from Applicants, or parties to sub-agreements. Any such actions must be reported to the Commissioners immediately.

d. The County reserves the right to discontinue negotiations if, in its sole discretion, it determines that any interest disclosed from any source could give the appearance of a conflict or cause speculation as to the objectivity of the program to be developed by the Applicant. The Commissioners determination regarding any questions of conflict of interest shall be within their sole discretion, final and non-appealable.

e. Applicant agrees that any agreement with a sub-contractor affiliated with the Arrangement, if any, will contain a provision requiring any subcontractor to have complied with the provisions of this Section 1.

f. Any breach of this Section 1 may be regarded as a material breach of this RFP and result in cancellation.

g. Applicant warrants in submitting its Application, and in the performance of any Arrangement as a result of the Application, that Applicant has complied with, or will comply with, all applicable federal, state, and local laws, ordinances and all lawful orders, rules and regulations hereunder.

2. Limitation of Liability

a. The County makes no representations, warranties, or guarantees that the information contained herein, or provided to a requestor or Applicant during the due diligence process, is accurate, complete, timely, or that such information accurately represents the conditions that would be encountered in pursuing the Arrangement. Applicant shall through its due diligence process independently access and assume the risks of entering into the Arrangement. The furnishing of any information by the County shall not create or be deemed to create any obligation or liability upon it for any reason whatsoever and each Applicant, by submitting its Application, expressly agrees that it has not relied upon the information provided in this RFP or by the County during the due diligence process, and that it shall not hold the County liable or responsible therefore in any manner whatsoever. Accordingly, nothing contained herein and no representation, statement or promise of the County, its elected officials, employees, officers or agents, oral or in writing, shall impair or limit the effect of the warranties of the Applicant required by this RFP and that it shall not hold the County liable or responsible therefore in any manner whatsoever.

b. Neither the County, nor its elected officials, employees, officers or agents shall be charged personally with any liability by a requestor or an Applicant or another or held liable to a requestor or an Applicant or another under any term or provision of this RFP or any statements made herein or because of the submission or attempted submission of a response hereto or otherwise.

3. Applicant Due Diligence.

a. Prior to submission of an Application, Applicant may request and obtain due diligence materials from the County (“Due Diligence”). For purposes of consistency and to avoid duplication, materials will be made available to each Applicant via ShareFile. Additional information may be requested by contacting the following County representatives:

i. Legal Representative
Stewart R. Kirkpatrick
Crowley Fleck, PLLP
490 North 31st Street, Suite 500
Billings, Montana 59101
406-255-7289 direct line
406-252-3181 fax
406-672-0814 cell
skirkpatrick@crowleyfleck.com

or

ii. MMC Representative
Shane Clark
Controller
Marias Medical Center
640 Park Ave.
Shelby, Montana 59474
406-434-3222
slclark@mmcmmt.org

b. The Due Diligence materials, in a manner and format determined by the County, shall cover:

- i. Organization/Corporate Matter Documents.
- ii. Licenses, Accreditation and Health Planning Documents.

- iii. Contract Analysis Documents.
- iv. Medical Staff Documents.
- v. Financial Documents.
- vi. Employee Benefit Plan Documents.
- vii. Employee/Personnel Matters Documents.
- viii. Insurance, Risk Management and Compliance Documents.
- ix. Systems/Physical Plant and Real Assets Documents.

c. The County may require confidentiality over any documents it provides, subject to State or federal prohibitions against refusing to disclose such materials.

4. Qualification of Applicant.

a. Applicant must be properly organized or authorized to do business under the laws of the State of Montana.

b. Applicant must possess the requisite experience, financial capacity and history of prior operational success sufficient to ensure continued and enhanced delivery of high-quality health care services to the residents of the Service Area

c. Applicant must possess the ability to perform successfully under the terms and conditions set forth in the RFP and to enter into the Arrangement. Consideration shall be given to such matters as Applicant integrity; record of past performance; and financial and technical resources.

d. The County shall make such investigations as deemed necessary to determine the ability of an Applicant to enter into and perform the Arrangement.

e. The County reserves the right to reject any Application if the evidence submitted by, or investigation of, such Applicant, based on the sole and absolute discretion of the County, fails to satisfy the County or its representatives that Applicant is properly qualified to enter into or carry out the obligations under the Arrangement.

E. Submission of Applications

1. Preparation of Application.

a. The County can decide to accept or reject any part of all of an Application.

b. Each Applicant shall furnish the information, responses and documents required by the RFP or separately requested by the County during any Due Diligence process. Failure to submit all required or requested information may result in an Application being deemed non-responsive, in the County's sole discretion. By submitting an Application, Applicant certifies that the terms proposed have been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition as to any matter relating to such prices or terms with the County, or any other Applicant or competitor. Applicants are cautioned to write all descriptions, terms, and prices clearly so there is no doubt as to the intent and scope of the Application.

c. A person who is legally authorized to bind Applicant to the Arrangement shall sign the Application. An Application submitted by an agent shall evidence the agent's authority to bind Applicant.

d. The cost incurred for the preparation of the Application is the sole responsibility of the Applicant. The County does not assume any liability for any pre-Arrangement activity and/or cost incurred by Applicants responding to this RFP.

e. Application information is not considered confidential or proprietary and may be released to the public to the extent required by State law.

f. If an Applicant intends to use subcontractor(s) or other entities to perform any portion of the operations identified in its Application, the Applicant must identify in its Application the names of the subcontractors or other entities and the portions of the Arrangement the such subcontractors will perform.

2. Communications Regarding the RFP

a. Requests for clarification and interpretations of the RFP must be made in writing. All questions regarding the RFP shall be directed to the MMC Representative and/or Legal Representative in writing or by e-mail.

Applicants may request an explanation of the intent or content of this RFP and clarification of procedures used for this procurement. The Commissioners may make clarifications, interpretations, corrections, and changes to the RFP by written Addenda as specified below. No interpretation made to any Applicant as to the meaning of the RFP shall be binding on the County unless repeated in writing and distributed as an addendum by the County. Official written responses to all relevant written questions will be mailed or emailed by the County or its representatives.

b. The deadline of requests for clarification, or interpretations of the RFP from Applicants shall be as provided in Section E.5.f. Commissioners reserve the right, but are not obligated, to respond to requests after that date.

c. All written questions or comments submitted via email or mail should include “Questions-Acquisition Marias Medical Center” in the subject line or clearly marked on the outside of the envelope.

d. Two types of questions generally arise. One may be answered by directing the questioner to a specific section of the RFP. Other questions may be more complex and may require a written amendment to the RFP. The Commissioners will make that decision.

e. Oral communication with the County, its elected officials, employees, officers or agents concerning this RFP is not binding on the County and shall in no way modify the RFP or the obligation of the County.

f. All questions submitted by an Applicant, and all responses by the County, may be made public, and/or disclosed to any or all of the other Applicants, in the sole discretion of the Commissioners. No such communications will be considered or treated as confidential.

3. On Site Inspection.

a. An on-site inspection of the Facilities, Operations and Property should be made prior to submitting a proposal. The MMC Representative, or a designee, will accompany the Applicant on an on-site inspection. Failure of the Applicants to visit and evaluate the Facilities, Property, and

Operations, shall not relieve the successful Applicant of the responsibility of fulfilling the Arrangement in accordance with the award.

b. The Facilities, Property, and Operations are available for inspection by scheduling an appointment. Site visits can be arranged with Laura Welker, at (406) 434-3222.

4. Addenda to RFP. The County reserves the right to change the RFP. County also reserves the right to cancel, reissue, or to make corrections or amendments to the RFP due to errors or changes identified by the County or suggested by an Applicant, at any time prior to the Application Deadline to Submit Proposals, defined below.

5. Submission of Applications.

a. Applications must be received, by mail, courier or hand-delivery no later than the date described in Section E.5.f. (the "Application Deadline to Submit Proposals"). The County shall not review any RFP provided after the Application Deadline to Submit Proposals. All applications must be provided in sealed bid packets delivered to:

Toole County Commissioners
RFP Marias Medical Center
226 1st Street South, Ste 201
Shelby, MT 59474

b. Applicants also must attach to the sealed bid package a cover sheet with the Applicant's name, primary contact information, and a statement in bold all capital letters "ONLY TO BE OPENED BY THE TOOLE COUNTY COMMISSIONERS ON THE APPLICATION DEADLINE TO SUBMIT PROPOSALS."

c. The County, its elected officials, employees, officers, and agents will not be held responsible for the pre-opening of, post-opening of, or the failure to open an Application not properly addressed and identified.

d. The Commissioners shall open and review all bid packets on or after the Application Deadline to Submit Proposals.

e. Commencement of the Arrangement is expected to take place following the Closing Date as described in the Execution Documents. Important dates including proposal deadlines are shown below. Changes to these dates will be issued in a formal addendum to the known Applicants. Dates indicated are tentative and may be changed during the RFP process at the discretion of the Commissioners due to revision(s) of any part of the RFP because of questions from Applicants, the discovery of additional information after the proposal opening, or any other legitimate reason.

f. Schedule:

<u>Activity</u>	<u>Date</u>
Approve & Distribute Final RFP	2020.01.16
Deadline for Applicant Questions	2020.03.18
Application Deadline to Submit Proposals	2020.04.30
Hearing for Applicant Presentations	During the month of May, 2020, as scheduled.
Selection New Provider	To be determined
Hearing for Final Approval of Definitive Documents & Resolution	To be determined
Closing	To be determined

6. Alternate or Substitute Applications.

a. Applicants may submit more than one Application. Alternate or substitute Applications must comply with the terms and conditions of the RFP.

b. The County is seeking Applications that meet its minimum requirements. If more than one method of meeting these requirements is proposed, each should be labeled primary, secondary, etc., submitted separately, and they will be evaluated in the specific priorities.

7. Late Submissions, Modifications, and Withdrawals of Applications.

a. Late Applications. Applications received after the specified Application Deadline to Submit Proposals will not be considered.

b. Application Modifications. Prior to the Application Deadline to Submit Proposals, a submitted Application may be modified by written notice, signed by a duly authorized person on behalf of the Applicant, to the Commissioners.

c. Application Modifications must contain all required information as specified in this RFP. Failure to submit all required information can deem the Application Modification as non-compliant and the contents of the Application Modification may not, at the discretion of the Commissioners, be considered.

d. Application Withdrawal Notifications. Prior to the Application Deadline to Submit Proposals, a submitted Application may be withdrawn by written notice to the Commissioners up until the Application Deadline to Submit Proposals. Written requests to withdraw must be signed by a duly authorized person on behalf of the Applicant.

e. A withdrawn Application may be resubmitted prior to the Application Deadline to Submit Proposals. All resubmitted Applications must fully comply with the RFP. The County will only consider the latest version of the Application.

F. Evaluation of Applications.

1. Opening of Applications.

a. The Commissioners may not accept Applications after the Application Deadline to Submit Proposals. Applications will be reviewed and evaluated by the County and its representatives. At any time, and from time to time after the opening of the Applications, the County may give oral or written notice to one or more Applicants to furnish additional information relating to its Application and/or qualifications to enter into the Arrangement

as described in the RFP, or to meet with designated representatives of the County. The giving of such notice shall not be construed as an acceptance of an Applicant's Application.

b. All materials submitted in response to this RFP shall become the property of the County, subject to confidential information outlined and excepted as described above. Selection or rejection of a response does not affect this right. All copyright of materials produced under any Arrangement awarded as a result of this RFP shall be retained by the County.

2. Postponement of Application Opening. The County may postpone the Application opening process, or the entire Application process for any reason. In such event, the Commissioners will provide public notice of such decision.

3. Application Evaluation and Selection Criteria.

a. Evaluation Criteria. The Commissioners may use a variety of procedures and techniques in evaluating Applications and Applicants, and full and complete discretion in the manner and methods in which it will select an Applicant's submission. Through use of any procedure or technique, the County may limit the number of Applications to one or more that it will consider. The County reserves the right to reject any Application that does not meet prerequisites or minimum requirements or which scores below average on any of the criteria identified in this RFP.

b. Selection. The County reserves the right to select an Applicant without further discussion of the Applications submitted; there may be no best and final offer procedure. Interviews and negotiations may be conducted with one or more of the Applicants, but there shall be no obligation to receive further information from any Applicant. Therefore, each initial offer should contain the Applicant's best terms from a cost or price, service, and technical standpoint.

c. The Commissioners may consult references familiar with the Applicant regarding its prior operations and projects, financial resources, reputation, performance, or other matters. Submission of an Application shall constitute permission for the County to make such inquiries and authorization to third parties to respond thereto. Each Applicant may be required, as a condition of submitting an Application, to execute further documents reasonably requested by the County to evidence this

authorization to inquire and holding the County and its representatives harmless from any claims or damages arising from the County's acts taken in the course of such inquiry.

d. The Commissioners may elect to initiate negotiations with one or more Applicants. The option of whether or not to initiate negotiations with any Applicant rests solely with the County. No Applicant shall have any rights against the County, its elected officials, employees, officers, or agents arising from such negotiations. The Applicants will be responsible for their travel and per diem expenses, required for any presentations, discussions, and/or negotiations.

e. The Arrangement resulting from this RFP will be awarded to the Applicant(s) whose Application(s) the Commissioners believe will be the most advantageous to the County and for the public benefit and welfare of its residents. Release of this RFP does not compel the County to negotiate or enter into an Arrangement with an Applicant. The County shall not be obligated in any manner to any Applicant whatsoever until the Execution Documents have been duly executed by the parties.

f. The Applicant will be expected to enter into good faith negotiations for purposes of completing Execution Documents for the Arrangement under terms materially identified in this RFP.

4. Rejection of Applications. The County has the right to reject any and all Applications for any reason.