GALLATIN COUNTY
REQUEST FOR COMPETITIVE SEALED PROPOSALS

INTRODUCTION

TO ALL INTERESTED VENDORS: Gallatin County is seeking competitive sealed proposals from “vendors” to provide goods and services (per specifications on Exhibit A attached and incorporated herein).

DELIVERY DEADLINE & INSTRUCTIONS

DELIVERED NO LATER THAN 4:00 PM, MOUNTAIN TIME, May 18, 2020, in a sealed box or envelope with company name shown clearly on the outside, addressed to:

COMPETITIVE SEALED PROPOSAL
Triangle Area Trails Plan
Gallatin County Clerk and Recorder
311 West Main, Room 203
Bozeman, MT 59715.

BIDS THAT ARE SUBMITTED BEYOND THE DEADLINE SHALL NOT BE CONSIDERED AND MAY BE REJECTED.

CONTACT INFORMATION

Requests for additional information or clarification:
Contact: Nick Borzak, nick.borzak@gallatin.mt.gov

QUESTIONS/CLARIFICATIONS

Any questions related to the proposal or scope of work must be provided in writing prior to May 7, 2020. Responses to these questions will be sent to all those responding to this request.

PROPOSAL OPENING

Competitive Sealed proposals will be opened at a regularly scheduled public meeting of the County Commissioners at 9:00 AM, on Tuesday, May 19, 2020, at Gallatin County Courthouse, 311 W. Main, Bozeman, Montana, or upon reasonable notice to the Vendors or such other duly noticed public meeting.

AMENDMENTS TO REQUEST FOR PROPOSAL

Any interpretation or correction of this Request for Competitive Sealed Proposals “CSP” will be made by written addendum sent to all Vendors that have submitted a conforming proposal within the deadline and that have not been eliminated from the selection process by the selection committee.
**PROPOSAL FORM & CONTENTS**

Deliver one (1) signed original, plus four (4) copies prepared and submitted as follows:

<table>
<thead>
<tr>
<th>Document</th>
<th>Minimum Information</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Cover Letter:</td>
<td>Profile, name, address, location, phone number, email address, contact persons.</td>
</tr>
<tr>
<td>2. CSP Form:</td>
<td>Request For Competitive Sealed Proposal Form (this form) shall be signed on page titled Exhibit ‘B’ and returned with proposal. Response to Exhibit ‘A’ be a maximum of 15 pages.</td>
</tr>
<tr>
<td>3. Exhibit ‘A’:</td>
<td>Describe in detail work, services &amp; goods.</td>
</tr>
<tr>
<td>4. Exhibit ‘B’:</td>
<td><strong>Complete and submit as page 1 of response.</strong></td>
</tr>
<tr>
<td>5. License:</td>
<td>Copy of License, Business Certificate.</td>
</tr>
<tr>
<td>6. Experience:</td>
<td>-Provide a list and describe projects similar to this “CSP”.</td>
</tr>
</tbody>
</table>
SELECTION PROCESS

Gallatin County has adopted the Montana State Procurement Act, Title 18, Chapter 4, including Competitive Sealed Proposal Procedure of Montana Code Annotated (MCA) § 18-4-301 – 304. The act requires “adequate” and “reasonable” time for public notice.

1. **Evaluation.** A selection committee will evaluate all conforming proposals.

2. **Rejection.** Gallatin County expressly reserves the right, in its sole judgment, to accept or reject any or all proposals, and to waive any defects and to allow modifications and supplementation of proposals that are submitted within the deadline.

3. **Review.** The Selection Committee will review conforming proposals as follows:

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Percent</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Experience w/ similar projects</td>
<td>35</td>
</tr>
<tr>
<td>2. Staff assigned to this project</td>
<td>25</td>
</tr>
<tr>
<td>3. Project approach (include outreach process)</td>
<td>20</td>
</tr>
<tr>
<td>4. Workload (current &amp; as relates to this project) and your proposed schedule</td>
<td>15</td>
</tr>
<tr>
<td>5. Office Location</td>
<td>5</td>
</tr>
</tbody>
</table>

4. **Revisions.** Vendors 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.

5. **Scoring & Elimination.** After scoring proposals based on the criteria herein the selection committee *may* eliminate one or more or all vendors from further review.

6. **Interviews & Vendor Site Visit.** After scoring & elimination the selection committee *may* in its discretion select one or more or all vendors to participate in interview(s), make oral presentation(s), provide supplemental information and documentation, or make site visit(s). The selection committee may use this process for further elimination. All arrangements and scheduling shall be coordinated by the selection committee or its agent.

7. **Confidential Negotiations.** Prior to making any award the selection committee may negotiate directly with the remaining vendor or vendors. 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.

**Procurement Timeline**

<table>
<thead>
<tr>
<th>Event</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Advertise:</td>
<td>April 12 &amp; 19, 2020</td>
</tr>
<tr>
<td>Bid question deadline:</td>
<td>May 7, 2020</td>
</tr>
<tr>
<td>Bids due:</td>
<td>May 18, 2020</td>
</tr>
<tr>
<td>Bids opened:</td>
<td>May 19, 2020</td>
</tr>
<tr>
<td>Contract recommendation:</td>
<td>June 2, 2020</td>
</tr>
</tbody>
</table>
BINDING OFFER

VENDOR’S PROPOSAL CONSTITUTES A VALID LEGAL OFFER FOR 180-DAYS. VENDOR’S PROPOSAL SHALL NOT BE WITHDRAWN WITHOUT THE CONSENT OF GALLATIN COUNTY. Negligence, errors, mistakes or omissions in preparing the proposal, information, documentation, costs, or calculations shall confer no right of withdrawal after the submission deadline. Vendor bears all costs of preparing the proposal and any subsequent presentation or participation in the selection process.

MISTAKES ERRORS & OMISSIONS

Vendor 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 County accepts any proposal, related contracts, agreements, estimates, change order or other documents containing mistakes the vendor 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 vendor.

CONTRACT FORM

Vendor agrees to accept & execute the attached county work & services agreement that will be issued subject to minor, non-substantive modifications or changes only. Gallatin County reserves the right to require the vendor 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.

COUNTY RESERVATION OF RIGHTS

SUBMISSION OF A PROPOSAL CONFFERS NO RIGHTS UPON ANY VENDOR AND SHALL NOT OBLIGATE GALLATIN COUNTY IN ANY MANNER WHATSOEVER. GALLATIN COUNTY RESERVES THE RIGHT TO MAKE NO AWARD AND TO SOLICIT ADDITIONAL PROPOSALS AT A LATER DATE.

This Request for Competitive Sealed 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 Gallatin County, and such reasons will be stated in the contract file. § 18-4-307, MCA.

NOTICE OF AWARD

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 Vendor whose proposal best meets the evaluation criteria and the resident bidder preference of § 18-1-102, MCA.

Gallatin County shall provide written notice to the vendor that is selected based on this “CSP”. If no vendor is selected, then a notice of no award shall issue. Vendor selected will be required to execute a Gallatin County Service Agreement (sample included).
REMEDIES & REMOVAL

Vendors 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 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] Vendors may be suspended or removed as provided in § 18-4-241, MCA.
EXHIBIT “A”

Project Background
STATEMENT OF QUALIFICATIONS
GALLATIN COUNTY TRIANGLE AREA TRAILS PLAN

Exhibit “A”

I. SCOPE OF WORK

A. **Objective.** Gallatin County, Montana (County) is soliciting qualifications for services to complete a Trails Plan for the ‘Triangle’ area of Gallatin County which sits between the communities of Bozeman, Belgrade and Four Corners. The Triangle Area Trails Plan would serve as a guide for non-motorized pedestrian and bicycle recreation and transportation infrastructure in future developments. The plan will serve as an extension and complement to the existing Belgrade Parks and Trails Master Plan and the Bozeman Parks, Recreation, Open Space and Trails Plan (PROST). With the development of new subdivisions in the Triangle Area, the County and the Gallatin Valley Land Trust (GVLT) see an opportunity for visioning and planning to ensure that a trail and pathway system for safe recreation and transportation is connected through development over the long term as the area transitions from rural agricultural to residential use. While the communities of Belgrade and Bozeman have plans for trail connectivity, this rapidly growing area of Gallatin County does not currently have a vision or plan guiding future trail development and connectivity. Without a guide in place, the system will develop in fragments making it virtually impossible to connect in the future. Developers, landowners and homeowners will benefit from a clear, predictable and inspiring vision for a trail, pathway, and linear park system. Trails have been consistently listed as highly valued amenities during outreach processes with the Triangle Plan and efforts like Seat at the Table. Trails and pathways provide safe places for people to move throughout their communities for their health; they provide safe routes to schools, parks, and playgrounds; they connect neighborhoods to each other, and to places for work and play. The FIRM will complete this project by collecting and analyzing data on existing trails and pathways, engaging the public and stakeholder groups in the project, drafting the proposed routes and corridors, proposing tools for implementation, and facilitating the adoption of the document by the Gallatin County Planning Board and Gallatin County Commission.

B. **Context.** Gallatin County is the fastest growing county in the State of Montana. According to the U.S. Census Bureau, Gallatin County’s population was 67,831 in 2000, 89,513 in 2010, and was estimated to be 111,876 in 2018, the latest year for which population estimates are available. With an estimated 22% population growth for the time period between April 1, 2010 and July 1, 2018, Gallatin County was listed as the 36th fastest growing county in the U.S. It has taken from the mid-1800s until 2015 for the County’s population to reach approximately 100,000 people, but if growth continues...
at a modest 2.75% annual growth rate (which is less than the average annual growth rate from the last two decades) we will reach a population of 200,000 by 2040.

The Triangle Area Trails Plan will provide a clear, predictable, and inspiring vision for a connected trail system in a portion of the County that is seeing high development pressure.

C. **Scope of the Project.** The Triangle Area Trails Plan shall consist of the following:

- Lead the public and stakeholder engagement process with support from the Gallatin County Planning Staff and Gallatin Valley Land Trust. Outreach will be expected to include open houses, small group discussion, and meetings with partners, landowners, school districts and municipalities. Online surveys may also be used to supplement the above community engagement.

- Prepare and produce high quality public outreach materials graphically and in writing describing facts, findings, analysis, and alternatives for public meetings, open houses, webpage, and hearings upon direction of the Gallatin County Planning Staff and Gallatin Valley Land Trust.

- Design the Triangle Area Trails Plan document, including development of the format and layout, as well as production of high-quality maps to clearly illustrate a vision for the system of pathways, trails, linear parks, and public access points.

- Undertake the primary responsibility for editing and writing to create a cohesive document under review and guidance by Gallatin County Planning Staff and the Gallatin Valley Land Trust. This will include drafting clear, concise text and policies that are supported by information in existing documents, new plans and studies, data analysis, public input, best practices, and/or successful application in other jurisdictions.

D. **General Outline of Project.** While the specific approach, methodology, and timeframe proposed by the FIRM should be detailed in their response, the County and GVLT generally anticipate the Triangle Area Trails Plan being completed in four (4) phases over an approximately a 9-12 month period of time. Final Project document should be completed not later than March 15, 2021. Submittal shall include a proposed schedule. Below is a sample schedule which should be used as a guideline.

1. **Phase I: Inventory Trails and Review Existing Plans**

The first phase of the project includes taking an inventory of existing trails within the geographic scope of the plan in coordination with County GIS Staff and GVLT. This phase will also involve a review of any overlapping or neighboring plans for the area such as the County Growth Policy, Four Corners Zoning, City of Bozeman Parks, Recreation, Open Space and Trails Plan, Belgrade Master Parks Plan, County Transportation Standards and updates, County Subdivision...
Regulations, and Triangle Community Plan. This phase is anticipated to occur over months one to two of the project.

a. Phase I Kickoff
   - Phase I kickoff meeting with Triangle Area Trails Plan partners to discuss approach and desired outcomes.

b. Data Gathering and Plan Review
   - In partnership with County and City GIS, and Parks and Recreation Departments, the FIRM will map existing public trails within the Triangle area. This component may require ground-truthing of existing data and work to include missing data. Data should include trail type and condition, as well as identifying proposed subdivisions with trail components that are currently in preliminary or final plat. (e.g., Baxter subdivisions).
   - Review existing plans and regulations and provide a summary of previously identified trail connectivity opportunities and trail development requirements: County Growth Policy, Four Corners Zoning, City of Bozeman Parks, Recreation, Open Space and Trails Plan, Belgrade Master Parks Plan, County Transportation Standards and updates, County Subdivision Regulations, and Triangle Community Plan.

2. Phase II: Public Outreach and Community Visioning
   The second phase of the project includes public outreach around trail connectivity needs, priority corridors and routes, and trail experiences. Gallatin County and GVLT will support the FIRM in hosting two (2) public meetings or forums where community members can share their vision for trails in the Triangle area. There will be a particular focus on hosting and inviting participation from people, partners and landowners who live, work or have a stake in the Triangle area. Public meetings can be small facilitated groups or open houses. Internet-based engagement mechanisms (e.g. online surveys, wikimaps, website, etc.) will also be strongly encouraged. This phase is anticipated to occur during months three through six of the project.

a. Phase II Kickoff
   - Phase II kickoff meeting with Triangle Area Trails Plan partners to discuss outreach plans and build out partners list for invitation.

b. General Citizen Engagement
   - Hold two (2) public meetings in the Triangle area, as well launch online tools for public feedback. Ask questions pertaining to preferred routes, connectivity needs, safety concerns, preferred trail experiences, etc.

c. Engagement of Stakeholder Groups
   - Organize and schedule meetings with specific partners and stakeholders including, but not limited to: School districts (Bozeman, Belgrade, Monforton), realtors, developers, landowners and agricultural producers in the Triangle area, business owners, Parks and Recreation Departments (Bozeman, Belgrade, Gallatin County), Gallatin County transportation engineer and roads department, large employers, MT Department of Transportation, user groups, Pedestrian and Traffic Safety Committee, Bozeman Area Bicycle Advisory
Board, Bozeman Recreation and Parks Advisory Board, Gallatin County Board of Park Commissioners, and the Transportation Coordination Committee.

d. **Summary Report**
   - Provide a summary report of the information gathered in Phase II outreach.
   - Publish report on project website
   - Present summary report to the Planning Board and Commission.

3. **Phase III: Route Proposal, Development and Maintenance Tools, and Construction Standards**
   The third phase of the project will rely on the information gathered in the first two phases of the project to inform and draft a Triangle Area Trails Plan. This stage will include a map of proposed trail and pathway routes throughout the Triangle Area. It will also propose tools to develop and maintain these trails and pathways, including funding mechanisms, regulatory tools like subdivision requirements and review processes, and incentives for developers. It will also propose design and construction standards, including standardized wayfinding signage to ensure consistent and easily navigable trail experiences across jurisdictions. **This phase of the project is anticipated to commence during month six to nine of the project.**

   a. **Phase III Kickoff**
      - Phase III kickoff meeting with Triangle Area Trails Plan partners to brainstorm tools and share current tools and standards from neighboring Bozeman and Belgrade.

   b. **Map and Assembling Tools**
      - Map proposed routes based on community and stakeholder feedback
      - Compile possible tools for trail and pathway development and maintenance including:
        o Regulatory- Subdivision regulations, subdivision review process, RIDs
        o Incentives
        o Public/ Private Partnerships
        o Funding sources – Local, State, Federal
        o Ownership and lead agency/ partner on various segments
      - Propose standards for trail development, signage, ownership and long term maintenance

   c. **Prioritizing**
      - Using proposed routes on the map, prioritize segments and propose high priority projects and their corresponding implementation based on community input.

4. **Phase IV: Adoption by County and Overlapping Plans**
The final stage of this plan will be sharing and adopting the Plan as part of neighborhood plans, zoning districts, County Growth Policy, Triangle Plan, and neighboring jurisdictions Belgrade and Bozeman. The FIRM will be responsible for conducting public outreach on the draft, facilitating a public comment period, developing a matrix to identify how public comments have been addressed, and ushering the document through the adoption process with the Planning Board and County Commission. **This phase of the project is anticipated to commence during month nine of the project.**

a. **Draft and Document Assembly and Delivery**
   - The following will be presented to the Triangle Area Trails Plan partners for review, edits and comments:
     - An outline of the document
     - An outline of the maps
     - Final document, layout, format and data
   - Delivery of the draft document shall include:
     - Digital / editable Word Document
     - Digital / editable PDF Document
     - Editable GIS data / maps / images / diagrams
     - Hard copies in 8.5X11 format with extendable maps and diagrams

b. **Public Presentations and Public Hearings**
   - *Public Meetings*: presentation of roll out draft document to Planning Board and County Commission (joint meeting if possible)
   - *Stakeholder Meetings*: Reach back out to stakeholder groups identified in Phase II of the project and conduct meetings with those groups as necessary.
   - *Public Workshops*: a minimum of two public workshops around the County are anticipated to elicit feedback on draft Triangle Trail Plan from the general public.
   - *Public Hearings*: a minimum of two public hearings are anticipated before each the County Planning Board and County Commission on adoption of the Triangle Area Trails Plan

c. **Delivery of Final Document**
   - The final document will be provided in the following formats:
     - Digital / editable Word Document
     - Digital / editable PDF Document
     - Editable GIS data / maps / images / diagrams
     - Hard copies in 8.5X11 format with extendable maps and diagrams

E. **Project Guidance.** Based on the requirements of Title 76, Chapter 1, Part 6 Mont. Code Ann, the County Planning Board is tasked with making a recommendation on a Triangle Area Trails Plan to the County Commission, who shall have final say in adoption of the document. Primary contact with the FIRM will be with the Planning Director, who will manage the contract on behalf of the County; however, a committee of Triangle Area Trails Plan partners (tentatively consisting of Gallatin County Planner, Gallatin Valley Land Trust staff, a local developer, and a citizen advocate) will be formed to work with the FIRM to guide the project. Monthly conference calls or video...
conferences are anticipated to be conducted between the committee and the FIRM and are in addition to meetings described above for each phase of the project.

F. **Staff Assistance.** Staff from the Gallatin County Department of Planning & Community Development and Gallatin Valley Land Trust will be available on a limited basis to support this project. Qualifications should identify any specific areas where staff assistance is anticipated and the number of hours of staff assistance per month anticipated.

G. **Progress Reports.** The FIRM is expected to submit *monthly progress reports* via email to the Planning Director and partners outlining the following: recently performed work; upcoming tasks; upcoming milestones; scope, budget and schedule issues; and other issues to be aware of.

**II: PROPOSAL CONTENT**

A. **Understanding of Need.** The FIRM shall acknowledge their understanding of the County’s need for a Triangle Trail Plan and an understanding of the needs and issues in that area.

B. **Approach.** The FIRM shall provide its detailed approach and proposed timeline for completing Phases 1-4 of the project as described above, taking special care to explain their proposed methodology for public engagement and how they will communicate with the partners and Point of Contact during development and implementation of the project. The approach should describe any tasks for which the FIRM will rely on assistance from County staff.

C. **Experience and Availability Project Team.** The FIRM shall identify the project team members by name and explain, in detail, their experience working on trails planning efforts. The proposal shall also name any FIRMs proposer intends to engage, explain their relevant experience, and the role they will play in the project. It is important that the FIRM be able to respond to the County’s needs in a timely manner, complete deliverables on time, and be an efficient resource for the County. The proposal shall address the various project team members’ availability to complete the project on schedule.

D. **References.** The Proposer shall provide a list of at least three public agencies and firms for which the Proposer has provided similar services. Including and a summary of the type of services that were provided. The proposal must include the email and phone contact information for these references.

E. **Cost.** Proposals should outline the services, number of meetings and all other projected time that your individual firm will provide. The maximum funding for this project is $50,000.00.
Exhibit ‘B’

Complete and include as page one (1) of your submittal

Acknowledge Addendums

1. ________  
2. ________  
3. ________  
4. ________  
5. ________  
6. ________

Bid Bond Attached to Exhibit ‘B’ (yes)  N/A

Agree to comply with contract insurance request (yes/no)  _____

Agree to supply other bonds as specified in this request (yes/no) N/A (performance and or payment bonds)

Acknowledge terms and conditions of contract (yes/no)  _____

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

________________________________
Company Name

________________________________
Signature

________________________________
Date
AGREEMENT
__________________________________ and Gallatin County, Montana

This Agreement is entered into this ____ day of ______________, 20____, by and between:

COUNTY: Gallatin County, ____________________, Bozeman, Montana 59715, which has the need
for and the authority to contract for such materials, work and services and desires to have the
CONTRACTOR perform as specified in Scope of Work.

CONTRACTOR: [Name, Address, City, State, Zip]:

____________________________________________
__________________________________________________________  , which is authorized to do
business in the State of Montana where the undersigned has authority to enter into this Agreement on
CONTRACTOR’S behalf. CONTRACTOR represents it is qualified to provide materials and
perform such work and services in a safe and efficient manner to the COUNTY.

SCOPE OF WORK. CONTRACTOR shall provide all materials and perform all work and services
to complete the project described in the Scope of Work attached as Exhibit “A.”

Term. CONTRACTOR shall commence work no later than _____________________and complete
the work as set forth in the SCOPE OF WORK no later than ________________. CONTRACTOR
shall provide materials and perform all work and services, obligations and requirements without delay
time being of the essence. Violation is a material breach.

COMPENSATION. COUNTY agrees to pay CONTRACTOR $________________________.
CONTRACTOR agrees that all materials, work and services specified in the Scope of Work shall be
provided for this amount. The amount charged or paid under this agreement shall not exceed the agreed
amount, except for change of work orders that shall be considered additional work and shall be in agreed
to in writing prior to commencement of additional work.

PAYMENT SCHEDULE. Payment requests shall include a billing statement specifically detailing all
materials, work or services set forth in the SCOPE OF WORK that have been completed and all
expenses incurred. Expense receipts shall accompany the payment request. Upon receipt of
CONTRACTOR’S written payment request, COUNTY will assess the work and materials and approve the
payment request or provide the CONTRACTOR with a written statement detailing items not approved by
the COUNTY and the reason for disapproval. The COUNTY may only disapprove the payment request
or a portion thereof based upon: (i) unsatisfactory job progress; (ii) failure to remedy defective construction
work or materials; (iii) disputed work or materials; (iv) failure to comply with material provisions of the
contract or accompanying documents, including but not limited to payroll certifications, lien releases,
warranties, material certifications, and test data; (v) failure of a contractor to make timely payment for
claims, including but not limited to claims for labor, equipment, materials, subcontracts, taxes, fees,
professional services, rent, and royalties; (vi) damage to the COUNTY; or (vii) the existence of
reasonable evidence that the contract cannot be completed for the unpaid balance of the contract sum. All
claims for payment are subject to the COUNTY’s standard claims processing including, but not limited to,
the examination required by § 7-6-2407, Montana Code Annotated.

CONTRACT REPRESENTATIVES. CONTRACTOR names ______________________ as
contact person who shall act as the liaison between the COUNTY and the CONTRACTOR and respond
to requests from the COUNTY in writing promptly to prevent unreasonable delay in the progress of the
Scope of Work and Payment Schedule. COUNTY names _________________ as contact person who
shall act as a liaison between the COUNTY and the CONTRACTOR and respond to requests from the
CONTRACTOR in writing promptly to prevent unreasonable delay in the progress of the Scope of Work
and Payment Schedule.
INFORMATION RELEASE. CONTRACTOR will not release information to a third party without prior written approval from COUNTY. “Third parties” as used in this section shall not include CONTRACTOR’s agents including subcontractors or sub-FIRMs. Both parties agree to use reasonable care to not use information developed during this project for the benefit of others except as may be authorized in writing. All documents, records, maps, drawings, or other papers produced or acquired by CONTRACTOR during this project shall remain the property of COUNTY.

DEFAULT, REMEDIES and TERMINATION. The parties agree each term and condition contained herein is material and of the essence. This agreement may be terminated by either party immediately should either party fail to perform in accordance with any term or condition of this agreement after it fails to cure within ten (10) calendar days written notice. COUNTY may also terminate without cause upon written notice. Should this Agreement terminate for any reason, payment to the CONTRACTOR shall be made on the basis of materials provided and services performed to the date of termination.

CONTRACTOR ADDITIONAL OBLIGATIONS. The CONTRACTOR’S additional obligations include the following: (a) provide all labor, materials, equipment, supplies and incidentals necessary to perform and complete the Scope of Work; (b) prepare and present such information as may be pertinent and necessary for the COUNTY to pass critical judgment on the quality of the work; (c) perform work and services in accordance with generally accepted commercial or accepted industry standards regarding similar type work or services; (d) perform all professional services in connection with the Scope of Work at a standard of similarly situated professionals in the United States, meeting all building code requirements and to the full satisfaction of the COUNTY; (e) maintain appropriate safety standards and keep all areas of work and adjacent areas free from foreseeable risks of harm and dangers; (f) immediately inform the COUNTY of the presence of any hazardous condition or waste or other toxic substance identified under the Scope of Work of this agreement; (g) allow the COUNTY upon reasonable notice and at reasonable times the right of review, inspect and examine the CONTRACTOR’S place of work and records pertaining to this agreement; and (h) all work and materials shall carry no less than a one year warranty; and (i) if CONTRACTOR utilizes any COUNTY property for the purposes to perform and complete the Scope of Work with or without the permission of the COUNTY it does so at its own risk and will defend, indemnify, and hold COUNTY harmless as set forth herein.

LAWS AND REGULATIONS. In performance of its obligations herein, CONTRACTOR, its agents and subcontractors shall comply with all applicable federal, state and local laws, rules and regulations. If during the term of this Agreement new laws or regulations become applicable, CONTRACTOR shall also comply with them without notice from COUNTY. CONTRACTOR specifically acknowledges the following provisions of law and its responsibility to abide by the same if such provisions are applicable:

Montana Labor Preference Section 18-2-403(1), Montana Code Annotated (MCA); Equal Opportunity. Section 49-3-207, MCA;

Prevailing Wage Rates. For those contracts that exceed $25,000 and the work performed is defined as “public works” pursuant to Section 18-2-401, MCA, CONTRACTOR must pay the standard prevailing wage rates, fringe benefits, pension contributions and travel allowances in effect and applicable to Gallatin County, Montana. The current standard prevailing wage rates published by the Montana Department of Labor and Industry for job classifications necessary to complete the Scope of Work are incorporated by reference into this agreement. Contractor shall maintain payroll records in a manner readily capable of being certified for not less than 3 years after completion of the work and post a statement of wages and fringe benefits. If any contract exceeds 30 months the prevailing wage must be increased 3% after the first 12 months and every 12 months thereafter. Questions regarding the requirements of this section should be directed to the Montana Department of Labor and Industry, Labor Standards Bureau.
Registration and Withholding (1% tax withholding). CONTRACTOR shall register with the Montana Department of Labor and Industry as required in accordance with Title 39, Chapter 9, MCA and comply with Title 15, Chapter 50, MCA. CONTRACTOR shall withhold and forward gross contract receipts to the State of Montana.

SAFETY. CONTRACTOR, on behalf of itself and COUNTY, assumes sole responsibility for initiating, maintaining and supervising all health and safety precautions and programs for all employees, subcontractors, and FIRMs in connection with the performance of this agreement. CONTRACTOR shall ensure that its employees, FIRMs, and subcontractors are adequately and appropriately trained pursuant to the Montana Safety Culture Act, Title 39, Chapter 71, Part 15, MCA. CONTRACTOR shall also comply with the safety rules, codes, and provisions for occupational health and safety under Title 50, Chapter 71, MCA.

LIEN. Provided that COUNTY has first made all payments as required herein, CONTRACTOR shall pay all valid bills and charges for material and labor incurred by it and arising out of the Scope of Work and will hold COUNTY free and harmless against all liens and claims of liens or services, labor and materials filed against the property upon which the Scope of Work is commenced. As evidence of payment of service providers, material men, FIRMs and subcontractors, CONTRACTOR may be required to file lien waivers. CONTRACTOR will also file the same for its services. CONTRACTOR shall provide the necessary information to identify all CONTRACTORS of services, materialmen, FIRMs and subcontractors.

WAIVER AND INDEMNIFICATION. To the fullest extent allowable by law, CONTRACTOR waives any and all claims and recourse against COUNTY or its officers, agents or employees, including the right of contribution for loss or damage to person or property arising from, growing out of, or in any way connected with or incident to the performance of this agreement except claims arising from the intentional acts or negligence of the COUNTY or its officers, agents or employees.

To the fullest extent allowable by law, CONTRACTOR will indemnify, hold harmless, and defend the COUNTY and its officers, agents, and employees against any claim, damage, liability, loss, expense, fee, action or charge (including liability where activity is inherently or intrinsically dangerous), including attorney’s fees (including fees of the County Attorney) arising out of CONTRACTOR’S acts, errors, omissions, or negligence or from CONTRACTOR’S failure to comply with the requirements of this agreement or with any applicable law relevant to the performance of this agreement. In the event of an action filed against COUNTY resulting from CONTRACTOR’S performance under this agreement, COUNTY may elect to represent itself and incur all costs and expenses of suit.

These obligations shall survive termination of this agreement.

INSURANCE. CONTRACTOR shall carry Commercial General Liability insurance in the amount no less than $1,500,000.00 for each occurrence and Automobile Liability in the amount of $1,500,000.00 combined single limit. If CONTRACTOR is an architect or engineer or performing other professional services it shall carry Professional Liability or Errors and Omissions coverage in the amount of $1,500,000.00. CONTRACTOR shall disclose insurance provisions of its policies related to toxic substances or waste. COUNTY may require an additional policy covering toxic substances or waste. The county shall be named as an additional insured for ongoing operations and completed operations. The most current ISO endorsement, form CG2010 or its equivalent for ongoing operations and the most current ISO endorsement, form CG2037 or it's for its equivalent for completed operations. All insurance policies shall be primary and noncontributory and shall be maintained for a period of time equal to the warranty period in the prime contract, or for a period of one (1) year after completion of work, whichever is longer. CONTRACTOR shall require all FIRMs and subcontractors to meet the same insurance coverage. Certificates of Insurance evidencing Gallatin County as additional insured and endorsement thereof must be supplied with the signed return of this Agreement. Such certificate shall require no less than fifteen (15)
days notice of cancellation to COUNTY. CONTRACTOR shall put COUNTY on immediate notice of any changes or cancellation in coverage. Insurance shall be purchased from companies licensed to do business in Montana (with an “A” rated or better classification).

INDEPENDENT CONTRACTOR. CONTRACTOR, its FIRMs and subcontractors, shall at all times be considered independent contractors engaged in an independently established business or profession and rendering work and services in the course of such business as an independent contractor. Notwithstanding its obligation to fulfill the Scope of Work, CONTRACTOR and its FIRMs and subcontractors have been and will continue to be free from control or direction over their performance under this agreement and in fact. COUNTY will not be responsible for withholding any state or federal taxes or social security, nor will the COUNTY extend any of the benefits to the CONTRACTOR that it extends to its employees. The CONTRACTOR is required to maintain necessary records and withholding.

WORKERS COMPENSATION. As an independent contractor, CONTRACTOR must provide Workers Compensation for all employees in the amount required by Montana law. A Certificate of Insurance showing compliance with Montana Workers Compensation law (or exemption therefrom) must be supplied to COUNTY with the signed return of this Agreement.

PAYMENT AND PERFORMANCE BONDS. CONTRACTOR is required to post the following bonds in an amount no less than the sum of the contract price(check applicable boxes) □Performance Bond □Payment Bond □No Bonds. Bond documents must be delivered to the County with the signed return of this Agreement.

ATTORNEY’S FEES. If it is necessary for either party to bring an action to enforce the terms, covenants, or conditions of this Agreement, the prevailing party shall be entitled to reasonable attorney fees to be set by the appropriate court, including fees of the Gallatin County Attorney.

VENUE. An action to enforce this Agreement shall be brought in the District Court of the Eighteenth Judicial District, Gallatin County, Montana.

NOTICE. All notices and certifications made pursuant to this agreement shall be delivered to the addresses in Paragraph 1 above by certified mail or personal delivery in care of the party’s representative named above. A party shall give the other prompt notice of any change in address.

INTERPRETATION. This Agreement shall be governed and interpreted according to the laws of the State of Montana. Section headings are for convenience only and are not intended to define or limit any provisions of this Agreement. The provisions of this Agreement are independent and severable, and the invalidity, partial invalidity, or unenforceability of any one provision or portion thereof shall not affect the validity or enforceability of any other provision. Both parties having been given an opportunity to have this Agreement reviewed by others, the Rule of Construction providing that the Agreement shall be construed against the drafter will not be used in the interpretation of this Agreement.

ENTIRE AGREEMENT. This document represents the entire and integrated agreement between the COUNTY and CONTRACTOR and supersedes all prior negotiations, agreements or representations, either written or oral. This agreement may be amended only by written instrument signed by both COUNTY and CONTRACTOR.

NON-WAIVER. Delay, waiver or failure to enforce or assert any claim, defense or provision of this agreement shall not operate as a waiver of any of the COUNTY’s rights and remedies at law or equity that are expressly reserved without limitation.

NON-ASSIGNMENT. It is expressly agreed that this Agreement shall not be assigned, in whole or in part, without the prior written consent of the COUNTY. Such consent shall not be unreasonably withheld.

SUCCESSORS. This Agreement shall be binding upon, inure to the benefit of, and be enforceable by the parties hereto and their respective heirs, successors, and assigns.
EXECUTION OF AGREEMENT. The Gallatin County Clerk and Recorder will keep the original agreement. An exact unaltered copy of the original agreement has the same force and effect as the original. To the extent required by Section 18-2-404, MCA approval by the Office of the Gallatin County Attorney is made when this form of agreement is reasonably utilized without substantive changes.

IN WITNESS WHEREOF the parties have signed this Agreement for Services.

CONTRACTOR

_______________________  ______________________
Name:                                                      Name:

_______________________  ______________________
Title:                                                      Title:

COUNTY

_______________________

_______________________

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