

GALLATIN COUNTY REQUEST FOR PROPOSAL

INTRODUCTION: To All Interested vendors: Gallatin County is seeking proposals from graphic designers or marketing agencies to provide services (per specifications on Exhibit A attached and incorporated herein).

DELIVERY DEADLINE & INSTRUCTIONS: Delivered no later than 4 PM, Mountain Time, Friday, December 14, 2018, to the Fairgrounds office at 901 North Black Avenue, Bozeman MT 59715 in person or by mail. Electronic proposals may also be submitted by emailing: dennis.voeller@gallatin.mt.gov or by fax: 406 582 3273.

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

CONTACT INFORMATION: Requests for additional information or clarification can contact:

Dennis Voeller

T: 406 582 3276

E: dennis.voeller@gallatin.mt.gov

QUESTIONS/CLARIFICATIONS: Any questions related to the proposal or scope of work must be provided in writing prior to the deadline. Responses to these questions will be sent to all those responding to this request.

PROPOSAL OPENING: Proposals will be opened the next business day after deadline.

AMENDMENTS TO REQUEST FOR PROPOSAL: Any interpretation or correction of this Request for Proposal "RFP" 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:

<u>Document</u>	<u>Minimum Information</u>
1. Cover Letter:	Profile, name, address, location, phone number, email address, contact persons.
2. RFP Form: (signed)	Request For Proposal Form shall be signed and returned with proposal.
3. Exhibit 'A':	Scope of Work
4. Exhibit 'B':	Complete and submit as page 1 of response.
5. Change Orders:	Hourly rate for change order work.
6. License:	Copy of License, Business Certificate.
7. Experience:	Experience as it relates to the work requested in this RFP
8. References:	2-references min. w/ contact info.
9. Appendix	Any additional information in support of proposal

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SELECTION PROCESS: Gallatin County has adopted the Montana State Procurement Act, Title 18, Chapter 4, including Request for 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:

Criteria	Percent
1. Cost	25%
2. Experience	25%
3. Quality of prior work	25%
4. References	25%

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.

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.

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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 CONFERS 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 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" RFP". 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

Scope

- Design work, as requested by the Marketing/Sponsorship Director, specifically for the purpose of promoting Gallatin County Fairgrounds. Prior artwork and design files will be provided as a reference. Projects will be (but not necessarily limited to) social media, print, and web ads. We estimate no more than 5-10 requests for these during the contract time period (January – August 2019).
- Design work, as requested by the Marketing/Sponsorship Director, specifically for the purpose of promoting the 2019 Big Sky Country State Fair. Prior artwork and design files will be provided as a reference (and available to be used for 2019 Fair). Projects will be (but not necessarily limited to) social media, print, and web ads, many of which will be similar in design/strategy.
- A project-based fee is preferred (vs. hourly).
All creative will be the property of Gallatin County.

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Agree to comply with contract insurance request: Yes - _____ No - _____

Acknowledge terms and conditions of contract: Yes - _____ No - _____

AGREEMENT TO TERMS AND 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, Big Sky Country State Fair, 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 January 1, 2019, and complete the work as set forth in the SCOPE OF WORK no later than August 31, 2019. 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.

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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 Carrie Gilman and Dennis Voeller as contact persons 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-consultants. 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;

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(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 consultants in connection with the performance of this agreement. CONTRACTOR shall ensure that its employees, consultants, and subcontractors are adequately and appropriately trained pursuant to the Montana Safety Culture Act, Title 39,

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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, consultants 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, consultants 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 \$1,000,000.00 for each occurrence and Automobile Liability in the amount of \$1,000,000.00 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 consultants 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.

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CONTRACTOR, its consultants 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 consultants 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.

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.

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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

COUNTY

Name:

Name:

Title:

Title: