

**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, March 4, 2024, in a sealed box or envelope with company name shown clearly on the outside, addressed to:

**GALLATIN COUNTY FAIRGROUNDS CARNIVAL
COMPETITIVE SEALED PROPOSAL**

Gallatin County Clerk and Recorder
311 West Main, Room 203
Bozeman, MT 59715.

**BIDS THAT ARE UNSIGNED OR SUBMITTED BEYOND THE DEADLINE SHALL NOT BE
CONSIDERED AND SHALL BE REJECTED.**

CONTACT INFORMATION

Requests for additional information or clarification: Contact: SELECTION COMMITTEE c/o Caitlin Quisenberry, 901 N Black Ave, Bozeman, MT 59715, Caitlin.Quisenberry@gallatin.mt.gov

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. Deadline for questions related to this document is **February 19, 2024**.

PROPOSAL OPENING

Competitive Sealed proposals will be opened at a regularly scheduled public meeting of the County Commissioners at **9:00 AM, on Tuesday, March 5, 2024**, at Gallatin County Courthouse, 311 W. Main, Bozeman, Montana, or upon reasonable notice to the Vendors or such other duly noticed public meeting.

PROPOSAL FORM & CONTENTS

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

<u>Document</u>	<u>Minimum Information</u>
1. Cover Letter:	Profile, name, address, location, phone number, email address, contact persons.
2. Binding Offer: (signed)	State that the proposal is a complete, legally binding offer and that the person signing the proposal has the authority to bind the company. This is acknowledged by signing this document.
3. Specifications:	See Exhibit A.
4. License:	Copy of License, Business Certificate.
5. Appendix:	Any additional information in support of proposal.

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.

- Evaluation.** A selection committee will evaluate all conforming proposals. The selection committee shall be 5-persons as follows: Procurement Director (or substitute if unavailable); 3-persons from the department or board requesting the proposals; 1-persons from Gallatin County administration.
- Rejection.** Gallatin County expressly reserves the right, in its sole judgment, to accept or reject any or all proposals, with or without cause, and to waive any defects and to allow modifications and supplementation of proposals that are submitted within the deadline.

Procurement Timeline

Advertise:	January 27 & February 3, 2024
Bid question deadline:	February 19, 2024
Bids due:	March 4, 2024 4pm
Bids open:	March 5, 2024
Contract recommendation:	March 12, 2024

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

<u>Criteria</u>	<u>POINTS</u>
1. Experience/ References	<u>30</u>
2. Quality of Proposed Product	<u>50</u>
3. Proposed Percentage of Profit Sharing	<u>20</u>

- 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 all conforming proposals based on the criteria herein the selection committee may eliminate one or more or all vendors from further review. Any Vendor(s) eliminated by the selection committee, at any time, whether through scoring, interviews, presentations, or any other reason or selection process, shall have no opportunity to make revisions or participate further in the selection process.
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.**

CONTRACT FORM

Vendor agrees to accept & execute the attached (below) 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 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 CSB. If no vendor is selected, then a notice of no award shall issue. Gallatin County shall not be bound unless and until the County Commissioners accept the Proposal by Resolution after a duly noticed public hearing, and the same has been executed, recorded by the Clerk & Recorder of Gallatin County, and returned to the vendor.

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.

AGREEMENT TO TERMS & CONDITIONS

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

DATED: _____ 2023

(company name)

(authorized signature above)

(Print name & title)

EXHIBIT "A"

PURPOSE

Gallatin County Montana (the "County"), is inviting responsible vendors to submit competitive sealed proposals for carnival concession operators to provide the carnival operations for the annual, 5-day, Big Sky Country State Fair (Fair) in Bozeman, Montana occurring the third Wednesday every July for a contract period of three (3) years.

OTHER REQUIREMENTS

Vendor agrees to name County as additional insured

_____YES

VENUE BACKGROUND

The Gallatin County Fairgrounds is 64 acres of exhibition, event and recreational property located in the heart of Bozeman, Montana. The annual Fair is the flagship event of summer in the Gallatin Valley drawing approximately 57,000 people to enjoy the 5 Day event in mid-July every year with attendance numbers increasing year over year.

FACILITIES

The current space allocated for the carnival during the Fair is the grass field in Denecke Park for large scale carnival attractions and the grass field in the E. Haynes Yard for the younger kid attractions. See map in Exhibit B. These areas are the heart of the Fair as they are located by both entrances and the main carnival is adjacent to the biergarten. Additionally, the carnival space is visible from the near by highway attracting extra visitation.

The Fairgrounds is going through a master plan process currently that will address the layout and facilities. The carnival space will be upgraded over the next few years.

HISTORY OF CARINVAL SALES

Sales for 2021, 2022 and 2023 are as follows:

2021	\$385,445
2022	\$428,757
2023	\$432,364

SCOPE OF SERVICES

The annual Fair is a 5 day event typically scheduled starting the third Wednesday in July every year and concluding the following Sunday. Fair hours are as follows

Wednesday – Saturday 1:00 – 11:00pm
Sunday 1:00 – 6:00pm

**The rest of the Fair programming begins at 11:00am

A. Summary

Vendor shall provide rides, games, and limited concessions for the Fair as well as manage on-site ticketing and creation of physical tickets/ wristbands. The County will host online pre-sale ticketing. We require a variety of rides that accommodate a variety of audiences including high capacity as well as kiddie rides for young children to enjoy with and/or without an adult

Any concessions sold will be subject to the rules, limitations, and commission structure of the Fair and laws of the City and State. Additionally, we reserve the right to limit the items sold at the Carnival concessions such as corn dogs and funnel cakes so as not to compete with Food Row vendors.

Vendor must register their Food Truck with the City of Bozeman Fire Department as well as procure the proper event permitting.

Vendor shall pay its commission to the Fairgrounds with the proper reporting within thirty (30) days of event conclusion.

B. Term

The term of the Annual Fair Carnival Contract will begin July 1, 2025 and end July 30, 2027 and cover the following Fair dates

- July 16-20, 2025
- July 15 – 19, 2026
- July 21 – 25, 2027

C. Auditing and Sales

Vendor will set the prices for presale and day-of tickets/wristbands at a reasonable market rate. Online presales will be captured by the Fair as part of the larger ticketing and marketing plan. Monthly reports will be shared with the vendor and a payout of the proper amount coordinated in the final event reconciliation. During the Fair, Daily revenue reports will be shared with the County staff within 24 hours and a complete revenue report with appropriate payout will be submitted to the Fair no later than 30 days after the event end.

D. Labor

Vendor will be responsible for all service staffing, including staff training, complying with all applicable state and local labor laws and regulations, workers compensation, insurance as required, and payroll.

E. Licenses and Permits

Vendor will be responsible for obtaining and maintaining all necessary licenses, permits and approvals for operations at the Fairgrounds including those included in the *County Work & Services Agreement*.

CONTENTS OF PROPOSAL

Experience/ References

A. Background/ Experiences

Provide a description of your experiences in similar markets and events that demonstrate your ability to adequately provide services to our Fair.

B. References

List at least four (4) customer references that include company name, contact person, contact information, date of service, and information on the event.

Proposal of Product

A. Rides, Games, and Concessions

Attach a list of all rides, games, and concessions currently owned and operable by the vendor including capacity, square footage, and height requirements. Include a selection of photos of your products and set ups to give a clear understanding of quality.

B. Customer Experience

Describe amenities, procedures, or philosophies that your company has that help elevate the customer experience. The carnival is one of the top draws of the Fair and we want to ensure that our guests have the best time possible.

C. Staffing

Attach a copy of your personnel manual or describe policies regarding your staff's dress code, code of conduct, procedures for customer complaints and emergencies and any other policies that you believe would be relevant.

D. Safety

Share policies, licenses, and procedures that properly demonstrate a commitment to public safety.

E. Operator Needs

Share a list of equipment, supplies, and/or other needs your company would require to complete this contract every year.

Proposal of Profit Sharing

A. Commission

Outline your proposal for sharing profit from the Fair including presale and during Fair.

EXHIBIT "B"



AGREEMENT FOR SERVICES

Between _____ and Gallatin County, Montana

This Agreement for Services (“Agreement”) is entered into this ____ day of _____, 20____, by and between the Parties identified below in exchange for valuable consideration and the terms contained herein, as follows:

1. PARTIES.

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

2. STATEMENT OF WORK. CONTRACTOR shall provide all materials and perform all work and services to complete the project as described in the Statement of Work attached as Exhibit A, which exhibit is incorporated herein and made a part of this Agreement by this reference (the “Services”). The County may, by written change order, request changes within the general scope of this Agreement and the schedule, specifications, or quantity of work to be performed hereunder. CONTRACTOR shall be entitled to a reasonable period of time to perform or provide said changes as agreed to through such change order.

3. Term. CONTRACTOR shall commence the Services no later than _____ and complete the Services no later than _____. CONTRACTOR shall perform the Services and all obligations and requirements of this Agreement without delay, time being of the essence. Violation is a material breach.

4. COMPENSATION. COUNTY agrees to pay CONTRACTOR \$ _____. CONTRACTOR agrees that the Services 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 agreed to in writing prior to commencement of the additional work.

5. PAYMENT. Payment requests must be submitted to the COUNTY’s contract representative as identified in Paragraph 6. CONTRACTOR shall submit monthly progress payment requests and final payment requests to the County within 30 days following completion of the work for which payment is requested. Payment requests shall include a billing statement specifically detailing all materials, work, and services set forth in the Statement of Work that have been completed or supplied and all expenses incurred. Expense receipts shall accompany the payment request. Upon receipt of CONTRACTOR’S written payment request, the COUNTY will assess the work and materials and approve the payment request or provide CONTRACTOR with a written statement detailing items not approved by the COUNTY and the reason for disapproval. The COUNTY may 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

Agreement or accompanying documents, including but not limited to payroll certifications, lien releases, warranties, material certifications, and test data; (v) failure of 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 Agreement cannot be completed for the unpaid balance of the contract sum. All claims for payment are subject to the COUNTY's standard claims approval process including, but not limited to, examination and investigation per § 7-6-2407, Montana Code Annotated (MCA).

6. CONTRACT REPRESENTATIVES. CONTRACTOR names _____ or their designee 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 Statement of Work and payment. COUNTY names _____ or their designee 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 Statement of Work and payment.

7. PUBLIC ACCESS TO INFORMATION. CONTRACTOR acknowledges the COUNTY is a local government unit and its records are public and subject to disclosure under Montana law. Certain information may be protected from disclosure. Protected information includes information concerning an individual privacy interest, protected health information, legitimate trade secrets, constitutionally protected proprietary information, and certain information related to individual or public safety. The Parties agree to confer prior to disclosure of information relating to this Agreement that may include protected information.

8. OWNERSHIP AND PUBLICATION OF MATERIALS. Contractor acknowledges that all documents, information, data, records, maps, drawings, and other materials produced or acquired by CONTRACTOR as part of this Agreement are the property of the COUNTY, which has the exclusive and unrestricted authority to release, publish, or otherwise use, in whole or in part, information relating thereto. No material produced in whole or in part under this Agreement may be copyrighted or patented in the United States or in any other country without the prior written approval of the County.

9. DEFAULT, REMEDIES and TERMINATION. The parties agree each term and condition contained in this Agreement is material and of the essence. This Agreement may be terminated by either party should the other party fail to perform in accordance with any term or condition of this Agreement and immediately after such party has failed to cure within ten (10) calendar days after the date of written notice. The 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 completed and accepted materials and services performed up to the date of termination and billed to the COUNTY as provided in Paragraph 5 (Payment) within 30 days of termination.

10. CONTRACTOR ADDITIONAL OBLIGATIONS. CONTRACTOR agrees to comply with the following additional obligations: (a) provide all labor, materials, equipment, supplies and incidentals necessary to perform and complete the Services; (b) prepare and present such information as may be pertinent and necessary for the COUNTY to pass critical judgment on the quality of the Services; (c) perform the 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 Statement 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 in relation to or while performing this Agreement; (g) allow the COUNTY upon reasonable notice and at reasonable times the right to review, inspect and examine CONTRACTOR'S place of work and all records pertaining to this Agreement; and (h) provide no less than a one-year warranty for all work and materials. Further, CONTRACTOR agrees that if it utilizes any COUNTY property to perform the Services with or without the permission of the COUNTY, CONTRACTOR does so at its own risk and will defend, indemnify, and hold COUNTY harmless in relation to such use as set forth herein.

11. RECORDS. CONTRACTOR shall maintain sufficient records incident to the performance of this Agreement to enable the COUNTY to document the performance of the Agreement. CONTRACTOR shall allow access to those records by the COUNTY, any independent auditor employed by the COUNTY, and to representatives of the state or federal government as required by law. Records shall be retained for at least three years after completion of the Agreement.

12. 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 the COUNTY. CONTRACTOR specifically acknowledges the following provisions of law and its responsibility to abide by the same if such provisions are applicable:

- (a) Montana Labor Preference (§ 18-2-403(1), MCA). For those contracts that exceed \$25,000 and the work performed is defined as “public works” pursuant to Section 18-2-401, MCA, CONTRACTOR shall give preference to the employment of bona fide Montana residence in the performance of this Agreement.
- (b) Prevailing Wage Rates (§ 18-2-403(2), (4), MCA). 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 Statement of Work are incorporated by reference into this Agreement. Contractor shall maintain payroll records in a manner readily capable of being certified for submission under § 18-2-423, MCA, for not less than 3 years after completion of the work and post a statement of wages and fringe benefits in compliance with § 18-2-423, MCA. 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.
- (c) Equal Opportunity (§ 49-3-207, MCA). CONTRACTOR agrees that, in the performance of this Agreement, all hiring will be on the basis of merit and qualifications and CONTRACTOR will not discriminate on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin.
- (d) 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, 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.

- (e) Professions and Occupations. CONTRACTOR shall ensure all work and services undertaken for the COUNTY meet the requirements of Title 37, MCA. All work and services undertaken by licensed professionals, such as surveyors, architects and engineers, shall be completed, signed, and stamped by the licensed professionals.

13. LIENS. CONTRACTOR shall pay all valid bills and charges for material and labor incurred by it and arising out of the Statement of Work and will hold COUNTY free and harmless against all liens and claims of liens or services, labor and materials. As evidence of payment of laborers, mechanics, material suppliers, consultants and subcontractors, CONTRACTOR may be required to submit lien waivers. CONTRACTOR also may be required to submit lien waivers for its work, materials, or services. CONTRACTOR shall provide COUNTY, as requested, the identity of CONTRACTOR'S of laborers, mechanics, material suppliers, consultants and subcontractors.

14. WAIVER AND INDEMNIFICATION. To the fullest extent allowable by law, CONTRACTOR waives any and all claims and recourse against COUNTY and its officers, agents and 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 misconduct, recklessness, 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.

15. INSURANCE. CONTRACTOR shall carry Commercial General Liability insurance of 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 using the most current ISO endorsement. All insurance policies shall be primary and noncontributory and shall be maintained for a period of time equal to the warranty period required by this Agreement, or for a period of one (1) year after completion of the Services, 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 the 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).

Liquor Liability Insurance. Required for the sale or distribution of beer and wine on the Premises as follows:

- 1) Bodily injury and Property Damage
- 2) \$1,500,000.00 Per Occurrence and Aggregate
- 3) This coverage may be an endorsement on the commercial general liability policy.

16. INDEPENDENT CONTRACTOR. CONTRACTOR, its consultants and subcontractors, are 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. Statement. CONTRACTOR will perform and provide the Services free from the supervision, direction, and control of the COUNTY, except to specify the time and place of performance. CONTRACTOR shall not be entitled to workers' compensation or other benefits of employment with the COUNTY. The COUNTY is not responsible for the provision, security, or protection of CONTRACTOR's supplies or equipment. CONTRACTOR shall be responsible for payment of all taxes arising out of the CONTRACTOR's activities provided under this Agreement, including, but not limited to, federal and state income tax, social security tax, unemployment insurance tax, and all other taxes and fees as may be required by law.

17. WORKERS COMPENSATION. As an independent contractor, CONTRACTOR must provide Workers' Compensation for all employees in the amount required by Montana law. CONTRACTOR shall supply a Certificate of Insurance showing compliance with Montana Workers' Compensation law, or an Independent Contractor Exemption Certificate demonstrating exemption therefrom, to the COUNTY with the signed return of this Agreement. CONTRACTOR shall promptly notify the COUNTY of any change in the status of CONTRACTOR's workers' compensation insurance coverage or Independent Contractor Exemption Certificate.

18. 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. When a Performance Bond is required, such bond shall guarantee CONTRACTOR's faithful performance of all of the provisions of this Agreement. When a Payment Bond is required, such bond shall guarantee CONTRACTOR'S payment of all laborers, mechanics, subcontractors, material suppliers, and all persons who supply CONTRACTOR or its subcontractors with provisions, provender, material or supplies for performing this Agreement. Bonds must be issued by a surety company licensed in the State of Montana. Bonds shall be in an amount equal to the full contract price agreed to be paid for the work or improvement and must be made to the COUNTY

19. 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.

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

21. 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 at Paragraph 6. A party shall give the other prompt notice of any change in address.

22. 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.

23. 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.

24. NON-WAIVER. No delay or failure by either party to enforce or assert any right, claim, defense, remedy, or provision of this Agreement shall operate as any waiver of any such right, claim, defense, or remedy.

25. 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.

26. 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.

27. 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 § 18-2-404, MCA approval by the Office of the Gallatin County Attorney is made when this form Agreement is utilized without substantive changes.

28. AMENDMENT. This Agreement may only be amended by mutual written Agreement of both parties.

29. REMEDIES CUMULATIVE. The remedies given in this Agreement to either party shall be cumulative, and the exercise of any one remedy by either party shall not be to the exclusion of any other remedy.

30. SURVIVAL. The following provisions shall survive any termination or expiration of this Agreement: Paragraph 7 (Public Access to Information); Paragraph 8 (Ownership and Publication of Materials; Paragraph 14 (Waiver and Indemnification); and the general terms at Paragraphs 19 through 29.

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

CONTRACTOR _____

COUNTY _____

Name:

Name:

Title:

Title:

EXHIBIT A
STATEMENT OF WORK

CONTRACTOR shall provide the COUNTY with the materials, work, and services described in this Statement of Work. This Statement of Work is governed by and subject to the Agreement for Services entered between CONTRACTOR and the COUNTY and is incorporated into that Agreement by this reference.

CONTRACTOR agrees to:

Please see additional Exhibit Page(s)

The COUNTY agrees to assist with CONTRACTOR's performance of the Agreement by doing or providing the following: