

**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, September 12, 2022**, in a sealed box or envelope with company name shown clearly on the outside, addressed to:

COMPETITIVE SEALED PROPOSAL  
**TALENT AGENT BIG SKY COUNTRY FAIR**  
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 SHALL BE REJECTED.**

**CONTACT INFORMATION**

Requests for additional information or clarification: Contact: [nick.borzak@gallatin.mt.gov](mailto:nick.borzak@gallatin.mt.gov)

**QUESTIONS/CLARIFICATIONS**

Any questions related to the proposal or scope of work must be provided in writing prior to September 1, 2022. 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, September 13, 2022, 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:

<u>Document</u>	<u>Minimum Information</u>
1. Cover Letter:	Profile, name, address, location, phone number, email address, contact persons.
2. CSP Form: (signed)	Request For Competitive Sealed Proposal Form shall be signed and returned with proposal.
3. Exhibit 'A':	Describe in detail how services will be provided.
4. Exhibit 'B':	<b>Complete and submit as page 1 of response</b>
5. License:	Copy of License, Business Certificate.
6. Experience:	-Provide a list and describe at least 3 events similar to this "CSP"
7. References:	Minimum 3-references w/ contact info.
8. 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.

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:

<u>Criteria</u>	<u>Maximum Score</u>
<i>Total Cost (percent of gross)</i>	40
<i>Or percent of ticket cost</i>	
Proposed talent	20
Overall response	10
References	30

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**

<b>Advertise:</b>	<b>August 18 &amp; 25, 2022</b>
<b>Proposal question deadline:</b>	<b>September 1, 2022</b>
<b>Proposal due:</b>	<b>September 12, 2022</b>
<b>Proposal opening:</b>	<b>September 13, 2022</b>
<b>Contract start date:</b>	<b>by September 27, 2022</b>

## **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 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 “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"

### SPECIFICATIONS

## EXHIBIT "A"

The Gallatin County Fairgrounds is accepting proposals for talent agent services for the three day concert series held annually during the Big Sky Country State Fair. The Fair takes place starting on the third Wednesday of July and ending on the following Sunday. The fair currently budgets approximately \$300,000-\$400,000 for performances each year.

#### **Please respond/explain in detail:**

Agency is responsible to procure entertainment that best fits the budget, audience, schedule and venue. The agency is responsible to represent the Fair's interest to the act by defining market area, arranging and assisting with marketing, meet and greets, transportation needs for act, coordinate production aspects of the performance with the fair and act, catering, security or other items as deemed appropriate.

Agency will provide an onsite representative to act as liaison between the Fair and act to advance performances and address day of performance logistical needs. Agency representative needs timely and open communication with fair representative. Daily pre-show meetings with fair representative, talent representative, agent representative and fair security. All advances and additional requests must be received 15 days prior performance date.

Describe your fee model for: Total Cost as a percent of gross  
Total Cost as a percent of ticket cost

Describe your approach to booking the best talent for Gallatin County's location and venue.

#### **Additional Information:**

**SERVICE AREA:** The venue is an outdoor rodeo arena with a grandstand capacity of 1450 and a festival area capacity of 3,500. The festival area measures 150ft by 300 ft.

**SERVICE DATES:** The fair takes place annually beginning the third Wednesday of July and ending on Sunday. The concert series takes place on the Wednesday, Thursday and Friday of the fair.

This agreement will be for a three (3) year term.

COUNTY AGREES TO PROVIDE:

- A stage deck with cover no smaller than 12ft deep x 24ft wide
- A sound system to cover the audience area with one input for Entertainer
- Chairs and tables as requested by Entertainer
- A mutually agreed upon daily performance schedule
- [#\_\_\_] hotel room(s), including a \_\_\_\_\_ bed, checking in \_\_\_\_\_ and checking out \_\_\_\_\_
- Any other items negotiated to be provided by the County, such as lighting, meals, changing rooms to be agreed to at a later date





**PROFESSIONAL SERVICES AGREEMENT**

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*Between:*  
Gallatin County, Montana  
dba Big Sky Country State Fair  
901 North Black  
Bozeman, MT 59715  
p) 406.582.3270 f) 406.582.3273  
e) fairgrounds@gallatin.mt.gov

*And:*

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This Professional Services Agreement (“Agreement”) is entered between Gallatin County, dba Big Sky Country State Fair, hereinafter referred to as “County”, and \_\_\_\_\_, hereinafter referred to as “Contractor.”

- 1. Relationship of the Parties:** The Big Sky Country State Fair is hosted by the Gallatin County Fair Commission, an administrative body of Gallatin County. Gallatin County is a political subdivision of the State of Montana. The County has the need for and the authority to contract for the Services specified below and desires to have Contractor perform those Services.

Contractor is a \_\_\_\_\_ [type of company] \_\_\_\_\_, organized in the State of \_\_\_\_\_ and acting as an independent contractor. Contractor is authorized to conduct business in the State of Montana and the undersigned has authority to enter into this Agreement on Contractor’s behalf.

- 2. Services:** Contractor shall provide the services described in the Scope of Work attached as Exhibit “A and incorporated herein by this reference (the “Services”).
- 3. Term:** Contractor shall commence the Services no later than \_\_\_\_\_ and continue the Services through \_\_\_\_\_, on which date this Agreement expires. Contractor shall perform the Services without delay, time being of the essence.
- 4. Compensation:** The County agrees to pay Contractor \_\_\_\_\_ for the Services. Contractor agrees the Services will be performed for this amount.
- 5. Payment Schedule:** Payment requests by Contractor shall include a billing statement specifically detailing all Services completed. Upon receipt of Contractor’s written payment request, the County will assess the Services and approve the payment request or provide the Contractor with a written statement detailing items not approved by the Country and the reason for disapproval. The County may only disapprove the payment request or a portion thereof based upon: (i) unsatisfactory performance of the Services; (ii) disputed Services; or (iii) failure to comply with material provisions of this Agreement. The County shall pay all properly submitted invoices within 30 days from receipt, subject to the County’s



standard claims processing and review, including, but not limited to, the examination required by § 7-6-2407, Montana Code Annotated.

6. **Representatives.** The County names \_\_\_\_\_, \_\_\_\_\_ and Contractor names \_\_\_\_\_, \_\_\_\_\_, as contact persons who shall act as the liaisons between the County and Contractor and respond to requests from the other party promptly in writing to prevent unreasonable delay in the progress of the Services and Payment Schedule.
7. **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. All insurance policies shall be primary and noncontributory and shall name Gallatin County as additional insured. 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 the County. Contractor shall put the County on immediate notice of any material changes or cancellation in coverage.
8. **Marketing:** Contractor agrees to supply marketing and promotional materials, such as, but not limited to, high resolution images, video, content and website links for all entertainers appearing at the Big Sky Country State Fair by \_\_\_\_\_. Contractor guarantees and provides all rights to the County to use all logos and other materials provided by Contractor. No materials or logos used exclusively for the Big Sky Country State Fair and produced by Contractor may be copyrighted or patented without the prior written approval of the County.
9. **Public Access to Information:** Contractor acknowledges that 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, such as information concerning an individual privacy interest, legitimate trade secrets, protected proprietary information, and certain information relating to individual or public safety
10. **Default 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 immediately should either party fail to perform in accordance with any term or condition of this Agreement and after such party has failed to cure within ten (10) calendar days' written notice. Should this Agreement terminate for any reason, payment to Contractor shall be made on the basis of services performed to the date of termination.
11. **Contractor Additional Obligations:** Contractor agrees to the additional obligations, in addition to its performance of the Services: (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 services; and (d) allow the County, upon reasonable notice and at reasonable times, the right to review, inspect and examine Contractor's records pertaining to this Agreement. If

Contractor utilizes any County property to perform and complete the Services, with or without the permission of the County, Contractor does so at its own risk.

- 12. Waiver and Indemnification:** Contractor waives any and all claims and recourse against the 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, wrongful, or negligent acts of the County or its officers, agents or employees. 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 attorney's fees, 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 the County resulting from the Contractor's performance under this Agreement, the County may elect to represent itself and incur all costs and expenses of suit. These obligations shall survive termination of this Agreement.
- 13. Compliance with Laws:** Contractor agrees to comply with all applicable federal, state and local laws, rules and regulations. Contractor specifically acknowledges the County must comply with the Governmental Code of Fair Practices Act (Title 49, Chapter 3, MCA). Accordingly, Contractor agrees that it will not perform any part of this Agreement in a manner that discriminates against any person on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin. Any hiring by Contractor for the purposes of this lease must be on the basis of merit and qualifications directly related to the requirements of the particular position being filled.
- 14. Independent Contractor:** 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 perform the Services, 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. The 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 Contractor that it extends to its employees. Contractor is required to maintain necessary records and withholding.
- 15. 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 the County with the signed return of this Agreement.
- 16. Venue:** An action to enforce this Agreement shall be brought in the District Court of the Eighteenth Judicial District, Gallatin County, Montana. The Parties hereby consent to the jurisdiction of such court.
- 17. Notice:** All notices and certifications made pursuant to this Agreement shall be delivered to the persons identified in Paragraph 6 and at the addresses on page 1

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.

- 18. 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.
- 19. 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.
- 20. 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.
- 21. 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.
- 22. 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.
- 23. 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.
- 24. Amendment:** This Agreement may only be amended by mutual written consent of both parties.
- 25. 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.

[SIGNATURE PAGE FOLLOWS]

**IN WITNESS WHEREOF** the parties have signed this Agreement:

**CONTRACTOR**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name, Title

**GALLATIN COUNTY**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_, Chair, Gallatin County Board of County  
Commissioners  
Printed Name