

**GALLATIN COUNTY
REQUEST FOR COMPETITIVE SEALED PROPOSALS
FUTURE LAND USE MAP**

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, Monday, July 25, 2022 in a sealed box or envelope (hard copies and digital copies) with company name shown clearly on the outside, addressed to:

COMPETITIVE SEALED PROPOSAL
Future Land Use Map Element for Gallatin County Growth Policy
Gallatin County Clerk and Recorder
311 West Main, Room 203
Bozeman, MT 59715.

**BIDS THAT ARE SUBMITTED AFTER THE DEADLINE SHALL NOT BE CONSIDERED AND
SHALL BE REJECTED.**

CONTACT INFORMATION

Requests for additional information or clarification:
Nick Borzak, Chief Operations Officer
Gallatin County Courthouse
311 West Main, Room 108
Bozeman 59715
Nick.Borzak@gallatin.mt.gov

QUESTIONS/CLARIFICATIONS

Any questions related to the proposal or scope of work must be provided in writing prior to noon on **July 11, 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, July 26, 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 and sent to all Vendors that have requested the bidding

PROPOSAL FORM & CONTENTS

Deliver one (1) signed original, four (4) copies, and a minimum of one (1) digital copy 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. Signed CSP Form	Request For Competitive Sealed Proposal Form shall be signed and returned with proposal.
3. Exhibit ‘A’	Work, services, & product described in Exhibit A.
4. Exhibit ‘B’	Complete and submit as page 1 of response.
5. Change Orders	Hourly rate for change order work
6. License	Copy of Professional License (if applicable), and Business Certificate
7. References	3 references minimum with contact information
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 (100 points total):
 - Qualifications and ability to perform requested services:
 - Past experience with similar projects 20 points
 - Qualifications of staff assigned to this project 15 points
 - Staffing capacity to meet the 12 month schedule 10 points
 - References from other communities 5 points

Execution of the scope of work:

- Description of proposed work plan, schedule and deliverables 20 points
- Description of public outreach process 15 points
- Project budget 15 points

Procurement Timeline

Advertise: June 22 & 29, 2022
Pre-bid meeting: n/a
Bid question deadline: July 11, 2022
Bids due: July 25, 2022
Contract recommendation: August 30, 2022

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. 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 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”

I. SCOPE OF WORK

A. Objective:

Gallatin County, Montana (County) is soliciting proposals for services to develop a Future Land Use Map (FLUM) element, which is a project identified as a short-term action item in the Gallatin County Growth Policy (Growth Policy) Implementation Table and is required by Montana state law. Over a 12-month period with extensive community outreach, the firm will develop a Countywide Future Land Use Map for adoption by the County Commission, which will have specific land use designations that are reflective of the goals and policies in the Growth Policy. Gallatin County seeks an experienced consultant, who understands the complexity of county governance, particularly in the West, as well as both rural and urban needs.

B. Context:

Project Need

- Projected population growth and development numbers in Gallatin County are significant:
 - In the last 20 years, the population has increased by 71%, over 20% more than the next fastest growing counties in Montana. The current population stands at an estimated 118,960 individuals. If the current 2.75% annual growth rate continues, the County would reach a population of 200,000 by 2040.
- The existing land use map is:
 1. Out of date.
 2. Does not reflect community goals & polices from recently updated Growth Policy.
 3. Does not reflect projected development types and intensities.
- There is a need to accommodate residential, commercial, open space/ecological, and industrial land uses in a manner consistent with community goals.
- Statutory changes as a result of SB 294 from the 2021 Legislative Session require a Growth Policy Land Use Map to contain certain information in order to establish minimum lot size (and ostensibly density zoning) beyond three miles from a municipality.

C. Scope:

Project Goals

The intent of the project is to update the County’s Future Land Use Map (FLUM) so that it:

- Aligns with the County’s strategic long-rang planning efforts (Growth Policy, Neighborhood Plans, Trails and Transportation Plans).
- Reflects and supports community values from Growth Policy and other long-range documents.
- Honors the community’s desire to protect what it loves and designate area for what it needs.
- Establishes the planning foundation for future zoning code updates.
- Provides guidance for growth and development in coordination with incorporated communities within the County.
- Adheres to statutory requirements from the State of Montana.
- Adheres to Growth Policy goal related to Public Service: “Provide meaningful opportunities for public engagement and establish a regulatory process that is transparent, fair, and efficient.”

Key Engagement and Process Components

- *Creative and Inclusive Public Engagement*
 - Clearly explain purpose of FLUM project and how it will benefit the public.
 - Emphasize education/awareness, providing facts on how County will utilize the FLUM.
 - Develop a clear understanding on what level of participation we expect from the community during each part of the process.
 - Ensure participation from all demographic and geographic segments.
 - Ensure thoughtful and creative public engagement approaches are utilized.
 - Provide high quality, user-friendly, engaging platforms and tools.
 - Show how community input was utilized.
 - Keep community updated at regular intervals.
- *Clear Process/Schedule*
 - Have a well-planned approach and reasonable timeline. Ideally, work should be completed within 12 months of the project start date.
 - Articulate specific milestones linked with deliverables.
 - Have clear plan for a “technology transfer” of all products to the Planning Department.

High-Quality Deliverables

- Communication Strategy, including components listed above (Task 1.6)
- Land use policy catalog (Task 2.2)
- Land use profiles (Tasks 2.3 & 2.4)
- Preliminary land use recommendations (Task 2.5)
- Clear and objective criteria for FLUM amendments and future updates (Task 5.2)
- Suite of regulatory recommendations on how to achieve implementation of FLUM (Task 5.2)
- Well designed, implemented, and documented public engagement process (Tasks 3.1, 3.2, 4.3, 5.1, 5.4, Step 6)
- *Final Product*: Easy to read and interpret FLUM in multiple formats (e.g., print, digital, and GIS)

D. General Outline of Project and Suggested Approach/Schedule:

While the specific approach, methodology, and timeframe proposed by the consultant should be detailed in the written proposal, the County generally anticipates the Growth Policy Update being completed in six steps over an approximately 12-month period. Please provide a proposed calendar. Below is a sample schedule, based on a 12-month timeline, which should be used as a guideline but is meant to be tailored to reflect the skills and expertise and proposed schedule of the consultants.

This suggested work plan is divided into six project steps. For each step there is a description of deliverables and a timeframe for completion. Deliverables are items or documents that will be produced for either internal use or for public consumption. The timeframes are general and are used to mark progress. Under each step there is list of tasks. Each task includes a description, who will execute the task, additional resources, and expected outcomes.

Step One: Foundation

Step Two: Land Use Profile and Policy Review

Step Three: Community Outreach Round One

Step Four: Draft Land Use Designations and Map
 Step Five: Community Outreach Round Two and Final Product
 Step Six: Adoption Process

Step One: Foundation

Step One Tasks:

- 1.1: Scope and work plan document
- 1.2: Planning Board approval and projected budget
- 1.3: Identify project resources and needs
- 1.4: Develop communication strategy and SC approval

Step One Timeframe:

- Spring/Summer 2022

Task 1.1 Draft project scope and work plan

The scope and work plan will serve as a guiding document. Staff will draft a project scope and work plan. review it internally, and amend if needed.

Participants:	Planning Staff
Additional Resources:	None expected
Outcome:	Scoping document & draft work plan

Task 1.2 Planning Board approval and determine consultant budget

Planning Staff will manage the consultant. Take work plan and estimated budget to Planning Board for approval. Upon approval, staff will create an RFP and solicit proposals.

Participants:	Planning Staff
Additional Resources:	Budget approval
Outcome:	Planning Board approval

Task 1.3 Identify additional project resources and needs

Review the scope and work plan to determine what the needs are to complete the project. Identify what additional resources may be necessary.

Participants:	Consultant
Additional Resources:	Planning Staff
Outcome:	Better understanding of what is required to complete project and what additional resources may be needed.

Task 1.4 Develop Communication Strategy

We will need to develop a communication strategy and have it approved by Steering Committee. Make sure we answer some of the communication questions from our Key Components section:

- *Creative and Inclusive Public Engagement*
 - Clearly explain purpose of FLUM project and how it will benefit the public.
 - One-page flyer to explain the project to public/press

- Emphasize education/awareness, provide facts on how County will utilize FLUM.
- Develop a clear understanding on what level of participation we expect from the community during each part of the process.
- Ensure participation from all demographic and geographic segments.
- Ensure thoughtful and creative public engagement approaches are utilized.
- Provide high quality, user-friendly, engaging platforms and tools.
- Show how community input was utilized.
- Keep community updated at regular intervals.

Participants:	Consultant
Additional Resources:	Staff, County Comm Coordinator Whitney Bermes, Steering Committee
Outcome:	Communication Strategy

Step Two: Land Use Profile and Policy Review

Step Two Tasks:

- 2.1: Compile source material to inform summary of current conditions
- 2.2: Catalog Adopted Land Use Policies and Draft Report
- 2.3: Draft County Existing Land Use Profile
- 2.4: Draft County Projected Land Use Profile
- 2.5: Develop General Land Use Recommendations

Step Two Timeframe:

- Fall/Winter 2022

Draft county land use profiles that will focus on 1) existing conditions and current land uses and 2) land use trends and projections. Input will be sought from Steering Committee on final report. Document will inform the drafting of land use designations and map in later phases of the project.

Note: The snapshots in Chapter 4 of the Growth Policy cover more broad topics like population, housing, economy, local services, and public resources. There is a short section on land use, but it basically shows public vs private land and a basic map of population distribution across the county. The Land Use Profiles will dig deeper into the current, existing conditions of the built environment, as well as projected future land uses.

Task 2.1 Compile source material

Planning staff will gather existing documents, studies, plans, zoning regulations, Primary Criteria maps, scenario plans, studies, articles, data sets, and anything and everything we can think of that is relevant for use in drafting Land Use Profile and Policy Report.

Participants:	Planning Staff
Additional Resources:	None expected
Outcome:	Compilation of source material

Task 2.2 Review/catalog adopted land use policies

Catalog the body of existing policy that currently guides land use decisions (policies that are more broadly applied to overall land use patterns – Ex. GP LU 2-1: Encourage the development and infill of established neighborhoods within and around existing municipalities). These policies mainly come from land use plans such as the growth policy and neighborhood plans, but they can also come from other sources. Document will be used in the outreach process and assist in developing land use designations and map.

Participants:	Consultant
Additional Resources:	Planning staff
Outcome:	An organized catalog of goals and policies and the plans they came from and, if needed, a brief explanation of the intent behind the goal/policy

Task 2.3 County Land Use Profile Part 1: Describe & Map Existing Conditions

A map and text that will describe existing conditions in the county by referencing plans, studies, zoning regulations, and, importantly, by referencing the Primary Criteria maps, which show existing features that facilitate development and existing features that constrain development. The members of the Steering Committee may also provide valuable assistance with identifying additional sources of information or knowledge. Further, it may be useful to schedule site visits with Planning Staff and the Steering Committee to better understand existing conditions in certain areas of the county.

With the Existing Land Use Profile, we envision building a profile of the current land use conditions by answering questions like:

- Where do we have housing/clusters of housing?
- Where do we have industrial land uses?
- Where do we have available services, like water and sewer?
- Where do we have big tracts of unbroken ag land?
- Where do we have existing road networks that are adequate to serve growth?

Participants:	Consultant, Planning Staff
Additional Resources:	Steering Committee
Outcome:	Descriptions and map of existing land use conditions.

Task 2.4 County Land Use Profile Part 2: Describe and Map Trends & Projections

The goal of this task will be to generalize population and housing projections based on information in the growth policy and other sources. Using existing plans/zoning regulations, data on subdivision and zoning applications, and other resources, the profile will include maps describing the locations where development is planned and/or permitted, and description of the type of development that is expected. Staff will include descriptions of larger land use trends and how these trends may impact future land use types and patterns in the planning area.

In the second part, the Projected Land Use Profile, we would use existing adopted planning docs and other resources to do a bit of scenario planning, attempting to answer questions like:

- Where can we reasonably expect additional housing to be built?
- Where can we reasonably expect ag uses to continue?
- Where might we expect more subdivisions?
- Where can we expect transportation improvements to happen?
- Can we predict to any degree where the expansion of water and sewer service will go (4C w/s)?

Participants:	Consultant, Planning Staff
Additional Resources:	Steering Committee
Outcome:	Description and map of projected land use trends & needs for the County over the next 20 years.

Task 2.5 Develop general land use recommendations

Based on Land Use Profiles and policy guidance, develop general recommendations on what land use types are needed to accommodate planned and projected development over the next 20 years, and a description of what types of facilities and infrastructure those land uses require.

Participants:	Consultant, Planning Staff
Additional Resources:	Steering Committee
Outcome:	Projected land use needs for the County over the next 20 years.

Step Three: Community Outreach - Round One

Step Three Tasks:

- 3.1: Design Outreach Process
- 3.2: Implement Public Outreach Process and Summarize Public Comment
- 3.3: Revise Land Use Profile

Step Three Timeframe:

- Winter 2022/23

Task 3.1. Design outreach process

Develop a strategy that proactively engages the public and develops clear messaging on the land use strategy project. An online engagement platform will be important. The exact type of platform will depend on the goals of the engagement, the capacity of the platform, and the logistics and costs of operation. Will need to plan for in-person events to diversify outreach.

Three general outreach groups:

1. GP stakeholder list
2. County “puzzle pieces”
3. General public

Seek input from organizations using the GP stakeholder list. Identify target areas of County whose general uses and development patterns expect to be similar in the future (large puzzle pieces, based on Land Use Profile) and engage those communities. Identify opportunities to engage the public. General public engagement in the form of open houses, workshops, and an online participation platform.

Design engagement exercises that focus on the same issues and provide comparable outcomes. Develop a consistent way to document the feedback and evaluate the content from the outreach events.

Participants:	Consultant, Planning Staff
Additional Resources:	None expected
Outcome:	Public outreach strategy/process design Refined stakeholder list (use GP) Identify County “puzzle pieces”

Task 3.2 Hold meetings, workshops, open houses, and document/summarize input
For this first round of outreach, the goals of the engagement will focus on gathering feedback on the planning area profiles, and to conduct some initial mapping exercises. Document the feedback and evaluate the content from the outreach events. (Kick off outreach process AFTER holidays – early January)

Participants:	Consultant, Planning Staff
Additional Resources:	None expected
Outcome:	Summary of comments from community groups and the public

Task 3.3 Revise County Land Use Profiles
At the completion of the first round of outreach, summary report of all the outreach events will be prepared. Land Use Profiles revised based on comments received. Present revisions to the Steering Committee, explain outreach process, and seek approval. Final documents posted online and distributed electronically to all the participants in the process.

Participants:	Consultant, Planning Staff
Additional Resources:	Steering Committee
Outcome:	Final draft of the Land Use Profiles

Step Four: Draft Land Use Designations and Map

Step Four Tasks:

- 4.1: First draft of land use designations
- 4.2: First draft of land use map
- 4.3: Document methodology

Step Four Timeframe:

- Spring 2023

Task 4.1. Draft land use designations

The first task in creating a land use map is establishing the designations descriptions for the land use designations. Use the Land Use Profile document, additional public comment, results of initial mapping exercises, existing regulations, and any additional information identified through the process to date. This information will be used to draft land use designations that represent projected land use needs and trends, land use policy, public and community

involvement, and accommodates for existing and potential future regulations. Consultant and Planning Staff will draft designations and work with Steering Committee to revise as necessary.

Participants:	Consultant, Planning Staff
Additional Resources:	Steering Committee
Outcome:	Text describing land use designations

Task 4.2. Draft land use map

In a similar process described above, review the relevant information and the draft land use descriptions to develop a map that represents projected land use needs and trends, land use policy, public and community involvement and accommodates for existing and potential regulations. Consultant and Planning Staff will draft initial map and work with Steering Committee to revise as necessary.

Participants:	Consultant, Planning Staff
Additional Resources:	Steering Committee
Outcome:	Map showing land use designations

Task 4.3. Document methodology used for developing FLUM designations and map.

Document the methodology used to develop the land use designations and maps.

Participants:	Consultant
Additional Resources:	None expected
Outcome:	Document explaining how the planning area profile, policy review, and community input together were used to create designations and map

Step Five: Community Outreach - Round Two

Step Five Tasks:

- 5.1: Outreach on draft designations and map
- 5.2: Amendment criteria and regulatory recommendations
- 5.3: Planning Board workshop
- 5.4: Revise designations and map
- 5.5: Document methodology used for revisions

Step Five Timeframe:

- Spring/Summer 2023

Task 5.1 Hold meetings, conduct outreach

The second round of outreach will focus on gathering public feedback on the draft land use designations and map. Evaluate what tools and methods worked and didn't work in the first round of community group engagement. Focus on the same community groups that participated in the first round and add additional groups if they are identified.

Consultant to develop materials for the meetings and work with the community groups/stakeholders on logistics of the meetings as appropriate. An online platform to be employed for targeting feedback from general public. As with the first round of outreach, all of the meetings will be documented and summarized in a consistent format.

Participants:	Consultant, Planning Staff
Additional Resources:	Additional staffing for meetings?
Outcome:	Documentation of input to be used in revising the designations and map

Task 5.2 Amendment criteria and regulatory recommendations

Consultant to provide clear, objective, and thorough criteria for amending FLUM and for future updates. Consultant to also provide staff and steering committee with suite of regulatory recommendations for implementing FLUM.

Participants:	Consultant, Planning Staff
Additional Resources:	None expected
Outcome:	Amendment criteria and regulatory recommendations

Task 5.3 Hold Planning Board workshop

Schedule and advertise a workshop with the Planning Board on draft designations, map, comment summaries, description of the process, and review amendment criteria/regulatory recommendations.

Participants:	Consultant, Planning Staff
Additional Resources:	None expected
Outcome:	Revised designations and map

Task 5.4. Revise designations and map as needed

At the completion of the second round of outreach and PB workshop, the draft designations and maps will be revised based on the comments received. Staff will prepare a memo to the Steering Committee briefly describing the outreach process and how the comments were used to revise the drafts. Revisions will be reviewed and approved by Steering Committee.

Participants:	Consultant, Planning Staff
Additional Resources:	None expected
Outcome:	Revised designations and map

Task 5.3 Document methodology used to revise designations and maps

Document the methodology and process used to revise the land use designations and maps.

Participants:	Consultant
Additional Resources:	None expected
Outcome:	Explain how community input was used to update the designations and map

Step Six: Adoption

Step Six Tasks:

- 6.1: Planning Board Hearings (2)
- 6.2: County Commission Hearing – Intent
- 6.3: County Commission Hearing - Adoption

Step Six Timeframe:

- Summer 2023

Task 6.1. Planning Board hearings (2)

The designations and map will be adopted as an amendment to the 2021 Gallatin County Growth Policy. By state statute, the Planning Board must hold a public hearing and send a recommendation to the County Commissioners in the form of a resolution. Staff will advertise the hearings, draft resolutions for the Planning Board, and take care of the meeting logistics. The consultant will make presentation, including the summary of public comments and description of the process. Similar to the Growth Policy adoption schedule, the Planning Board will hold a public hearing just to take comment on the draft designations and map. The Planning Board may request additional changes. At second hearing, the Planning Board will again take public comment, may request additional changes, and will adopt a resolution with a recommendation to the County Commission.

Participants:	Consultant, Planning Staff
Additional Resources:	None expected
Outcome:	Planning Board Resolution Potential revisions

Task 6.2. County Commission hearing – Resolution of Intent

The County Commission will hold a public hearing on the FLUM prior to taking action. Planning Staff will advertise the meeting and provide the CC with the necessary materials. The consultant will include the summary of public comments and description of the process. The CC will take comment on the draft designations and map and will pass a resolution of intent to adopt. The CC may direct Consultant/Planning Staff to make additional changes based on public comment.

Participants:	Consultant, Planning Staff
Additional Resources:	None expected
Outcome:	Resolution of Intent Potential revisions

Task 6.3. County Commission hearing – Resolution of Adoption

The CC will take action on the growth policy amendment through a resolution of adoption following a 30 day period after approval of the resolution of intent. If the final resolution is adopted, the designations and map will become amendments to the 2021 Gallatin County Growth Policy.

Participants:	Consultant, Planning Staff
Additional Resources:	None expected

Outcome:

Resolution of Adoption

General Project Management

Project will require certain ongoing management tasks that will occur throughout the different phases of the project. The ongoing tasks include:

- Regular County Commission updates
- Regular Planning Board updates
- Monthly (or as needed) Steering Committee meetings
- Communication strategy implementation
- Website management including posting meeting dates and times, documents important to the public process, regular updates, etc.

Delivery of Final Document

The final document will be provide in the following formats:

- Digital / editable Word Document
- Digital / editable PDF Document
- Editable GIS data / maps / images / diagrams
- 25 hard copies in an 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 proposed growth policy to the County Commission, who shall have final say in adoption of the document. Primary contact with the consultant will be with the Planning Director, who will manage the contract on behalf of the County; however, a Growth Policy Steering Committee (consisting of three members of the County Planning Board, two staff members, a County Commissioner, and the County Administrator) will work with the consultant to guide the project. Monthly conference calls or video conferences are anticipated to be conducted between the Steering Committee and the consultant 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 will be available on a limited basis to support this project. Proposals 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 Consultant is expected to submit **monthly progress reports** via email to the Planning Director and Steering Committee outlining the following: recently performed work; upcoming tasks; upcoming milestones; scope, budget & schedule issues; and other issues to be aware of.

H. Other Resources:

The following resources may be helpful to the consultant carrying out the project:

- The [2009 Montana's Growth Policy Resource Book](#) published by the Montana Department of Commerce is a helpful resource for the consultant to familiarize themselves with the role growth policies play in Montana.

- The County’s various land use regulations (Subdivision, Zoning, Floodplain, etc.) and adopted plans (Growth Policy, Transportation plan, Trails plan, Neighborhood/Community plans, etc.) are available online at: <http://gallatincomt.virtualltownhall.net/planning>.
- A study of the “Triangle” Area of Gallatin County completed in 2014, which explored opportunities for collaboration between Gallatin County and the cities of Bozeman and Belgrade is also available through the [Gallatin County Planning Department website](#). Please note this study resulted in the formation of the Planning Coordination Committee, which continues to actively meet.

II: PROPOSAL CONTENT

A. Understanding of Need:

The consultant shall acknowledge their understanding of the County's need for the creation of a Future Land Use Map element as an update to the Growth Policy, and an understanding of the current Growth Policy

B. Approach:

The consultant shall provide its detailed approach and proposed timeline for completing the project as described above, taking special care to explain their proposed methodology for public engagement and how they will communicate with the Steering Committee and Point of Contact during development and implementation of the project. The approach should describe tasks for which the consultant will rely on assistance from County staff.

C. Experience and Availability Project Team:

The consultant shall identify the project team members by name and explain, in detail, their experience working on comprehensive plan updates. The proposal shall also name any consultants proposer intends to engage, explain their relevant experience, and the role they will play in the project. It is important that the consultant 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 and a summary of the exact type of services that were provided to these references. The proposal must include the contact information for these references.

E. Cost:

Proposals should outline services that your individual firm will provide, with detailed cost information for those services and a not-to-exceed cost for project.

F. Proposal Outline

Not to exceed 20 pages

Exhibit 'B'

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

Acknowledge Addendums

1. _____
2. _____
3. _____

4. _____
5. _____
6. _____

Total contract price: \$ _____
(if supplemental pricing detail is required, attach to the back of Exhibit 'B')

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-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; (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, 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 \$1,500,000.00 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 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. 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.

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

COUNTY

Name:

Name:

Title:

Title: