



Missoula Downtown Association

Request for Proposals

For

Downtown ToNight Contracted Bar Service Provider



SECTION 1: PROJECT OVERVIEW AND INSTRUCTIONS

1.1 General

Objective/Purpose

This Request for Proposal is meant to obtain proposals from interested parties to be a bar service provider for Downtown ToNight – an event produced by the Missoula Downtown Association (MDA). This RFP process is designed to aid the MDA in selecting bar service provider(s) who will provide consistent, high-quality service to attendees of Downtown ToNight. *Please note that the MDA reserves the right to select more than one service provider.*

Key Dates

Submission Deadline: March 4

Selection Notification: April 8

Bar Service Dates: TBD following RFP process

1.2 Background

For the past 21 summers, the Missoula Downtown Association has hosted Downtown ToNight on Thursday nights from 5:30-8:30pm in Caras Park. This event is free for the community to enjoy, and includes live music, local food vendors, kids' activities, and a bar. It has become a staple in the community and is a must-attend event for tourists and locals alike. Downtown ToNight draws a large range of individuals, however, the primary demographic is individuals aged 25-50, individuals who are single as well as those who are married with families, and is split between locals and visitors to Missoula. The average weekly attendance is between 2,000-3,000 individuals.

For a number of years now, the bar service for Downtown ToNight has been split between three different service providers, one of which is the MDA who, with the help of volunteers, sells beer and wine as a way to raise funds for the MDA. Bar service providers in previous years have operated a full-service bar that included beer, wine, and liquor on non-MDA bar nights.

In an effort to provide consistency of service and drink offerings, streamline coordination of the event, and to assure that the best possible service is provided to all attendees, the Downtown ToNight committee has put forth this RFP in order to provide an opportunity for all event bar service providers within the greater Missoula area to vie for a bar service contract with the MDA at Downtown ToNight.



1.3 Contract Terms

The contract term shall take effect on June 2, 2022 and will end on August 25, 2022. The contract is a one-year, renewable contract not to exceed two years total. An RFP for service will occur again in February 2024. *Please note that the MDA reserves the right to award multiple contracts.*

1.4 Points of Contact

For any questions regarding the RFP, please contact:

Kristen Sackett
Downtown ToNight Event Director
kristen@missouladowntown.com
406.543.4238

Bob McGowan
Downtown ToNight Committee Chair
bobm@rmsp.com
406.543.0171

1.5 Acceptance of Standard Terms and Conditions

By submitting a response to this RFP, the offeror accepts the standard terms and conditions and contract put forth by the MDA. Offerors requesting additions or exceptions to the standard terms and conditions, and/or contract terms shall submit them to the Points of Contact listed above by Friday, February 18, 2022. A request must be accompanied by explanation why the exception is being sought and what specific effect it will have on the offeror's ability to respond to the RFP or perform the contract.

1.6 Mandatory Requirements

To be eligible for consideration, an offeror must meet the intent of all mandatory requirements. The MDA will determine whether an Offeror's RFP response complies with the intent of the requirements. RFP responses that do not meet the full intent of all requirements listed in this RFP may be subject to point reductions during the evaluation process or may be deemed non-responsive.



1.7 Submitting a Proposal

Offerors submitting a proposal must do so no later than 12:00pm on Friday, March 4, 2022.
Proposals may be submitted by either mail or e-mail.

Mail:

Downtown Missoula Partnership
218 E. Main – Suite C
Missoula, MT 59802

Email:

Offerors must submit proposals to both email addresses listed below.

Kristen Sackett
kristen@missouladowntown.com

Bob McGowan
bobm@rmisp.com

1.8 Late Proposals

Regardless of cause, the MDA will not accept late proposals. Such proposals will automatically be disqualified from consideration.



SECTION 2: RFP STANDARD INFORMATION

***Please note: no need to provide specific reply to the below in Section 2. Please initial the provided sheet in Section 7 to acknowledge you have read through and understood information provided under Section 2.**

2.1 Authority

The RFP process is a procurement option allowing the award to be based on stated evaluation criteria. The RFP states the relative importance of all evaluation criteria. The MDA shall use only the evaluation criteria outlined in this RFP.

2.2 Offeror Competition

The MDA encourages free and open competition to obtain quality, cost-effective services and supplies among offerors. Whenever possible, the MDA designs specifications, proposal requests, and conditions to accomplish this objective.

2.3 Classification and Evaluation of Proposals

2.3.1 *Initial Classification of Proposals as Responsive or Non-responsive*

The MDA may deem a proposal non-responsive if: 1) any of the required information is not provided; 2) the submitted price is found to be excessive or inadequate as measured by the RFP criteria; or 3) the proposal does not meet RFP requirements and specifications. The MDA may find any proposal to be non-responsive at any time during the procurement process. If the MDA deems a proposal non-responsive, it will not be considered further.

2.3.2 *Evaluation of Proposals*

An evaluation committee will evaluate all responsive proposals based on stated criteria and recommend an award to the highest scoring Offeror(s). The MDA reserves the right to accept or reject any or all proposals, wholly or in part, and to award to multiple vendors, if deemed in the best interest of the MDA. The evaluation committee may initiate discussion, negotiation, or a best and final offer. In scoring against stated criteria, the evaluation committee may consider such factors as accepted industry standards and a comparative evaluation of other proposals in terms of differing price and quality. These scores will be used to determine the most advantageous offering(s) to the MDA.



2.3.3 *Completeness of Proposals*

Selection and award(s) will be based on the offeror's proposal and other items outlined in the RFP. Proposals may not include references to information such as internet websites, unless specifically requested. Information or materials presented by offerors outside the formal response or subsequent discussion, negotiation, or best and final offer, if requested, will not be considered, will have no bearing on any award, and may result in the offeror being disqualified from further consideration.

2.3.4 *Achieve Minimum Score*

Any proposal that fails to achieve 60% of the total available points will be eliminated from further consideration. A "fail" for any individual evaluation criteria may result in proposal disqualification at the discretion of the procurement officer.

2.3.5 *Best and Final Offer*

The MDA may request a best and final offer if additional information is required to make a final decision.

2.3.6 *Contract Execution*

Upon receipt of all required materials, a contract, or contracts, incorporating the Standard Terms and Conditions, as well as the highest scoring offeror's proposal(s), will be provided to the highest scoring offeror(s) for signature. The highest scoring offeror(s) will be expected to accept and agree to all material requirements contained in this RFP. If the highest scoring offeror(s) does not accept all material requirements, the MDA may move to the next highest scoring offeror, or cancel the RFP. Work under the contract may begin when the contract is signed by all parties, but not before.

2.4 MDA Right's Reserved

While the MDA has every intention to award a contract resulting from this RFP, issuance of the RFP in no way constitutes a commitment by the MDA to award and execute a contract. Upon a



determination such actions would be in its best interest, the MDA, in its sole discretion, reserved the right to:

- Cancel or terminate this RFP
- Reject any or all proposals received in response to the RFP
- Waive any undesirable, inconsequential, or inconsistent provisions of this RFP that would not have significant impact on any proposal
- Award multiple contracts if it is in the MDA's best interest
- Not award a contract if it is in the MDA's best interest not to proceed with contract execution



SECTION 3: SCOPE OF SERVICES

***Please note: no need to provide specific reply to the below in Section 3. Please initial provided sheet in Section 7 to acknowledge you have read through, understand, and accept the ‘scope of services’ provided under Section 3. If you would like to elaborate your response to any section below please feel free to do so.**

To enable the MDA to determine the capabilities of an offeror to provide the services specified in the RFP, the offeror shall respond to the following regarding its ability to meet the MDA’s requirements.

NOTE: Each item must be addressed; responses may be brief in nature when appropriate. Offerors taking exception to any requirements listed in this section may be found non-responsive or be subject to point deductions.

3.0 Scope of Project

This Request for Proposal (RFP) is being issued by the MISSOULA DOWNTOWN ASSOCIATION (hereinafter referred to as the “MDA”) to solicit proposals for catering alcohol services for a yet-to-be-determined number of Downtown ToNight dates from qualified, experienced, financially sound, and responsible providers of catered alcohol services as outlined in this document. Proposals shall be accepted until March 4, 2022, 12:00pm local time via the above-mentioned submission guidelines.

3.1 General Information

For the past 18 summers, the Missoula Downtown Association has hosted Downtown ToNight on Thursday nights from 5:30-8:30pm in Caras Park. This event is free for the community to enjoy, and includes live music, local food vendors, kids’ activities, and a beverage garden. It has become a staple in the community and is a must-attend event for tourists and locals alike.

As part of Downtown ToNight, the MDA includes a beverage garden that is either hosted by the MDA via a beer and wine permit from the Montana Department of Revenue or hosted by a licensed beverage catering provider. The MDA will host five (5) bar nights while the balance of nights (totaling eight dates) will have bars hosted by service provider(s) contracted from this RFP.

The Alcoholic Beverage Service Contact arrangement is designed to ensure the MDA complies with the Department of Revenue rules and regulations concerning the sale of alcohol at Downtown Tonight in Caras Park. Department of Revenue rules and regulations permit only licensed alcohol



vendors to sell alcohol beyond the allotted 12 yearly special permit dates available for non-profits. In the context of the Downtown ToNight setting, the “sale of alcohol” takes place at a cash bar.

3.1.1 In consideration of the Percentage of Sale and covenants hereinafter set forth, the MDA shall contract with the Contactor(s) and the Contactor(s) shall provide the MDA the described services.

3.1.2 It is expressly recognized, agreed, and understood by the Contactor(s) that from time to time organizers charged with the administration of Downtown ToNight may, without prior notice to the Contactor(s) effect changes in existing rules and regulations or adopt new rules or regulations which may affect the Contractor(s)’s services, but which, barring the unreasonable, the arbitrary, or the capricious, shall be fully binding on the Contractor in the conduct of the Contractor(s)’s business with the same force and effect as if the same were not in existence and fully disclosed to the Contractor(s).

3.2 **Statement of Requirements**

Contractor shall furnish all labor, equipment, and supplies necessary to provide the services as follows:

NOTE: A beer truck with taps and kegs will be provided by Zip Beverage. Jockey boxes and kegs are not required to be supplied by the Contractor(s). Contractor(s) will be required to purchase any tapped kegs as part of the usual costs of service.

3.2.1 ***Dates of Service***

Scheduling dates of service will occur following completion of the RFP review process. Dates offered will be outlined in the final contract(s). Note, however, that all dates and times of service will be on Thursdays from 5:30pm to 8:30pm.

3.2.2 ***Compliance with Laws***

Contractor(s) must comply with all sanitation rules and regulations of local and State health and sanitation agencies and their representatives, including but not limited to, meeting the minimum requirements for the Food Service Establishments Requirements for compliance with Chapter 10 Subchapter 2, Food Service Establishments of Title 16, Administrative Rules, Montana.



The MDA requires contractor(s) provide a copy of liability insurance (with the MDA added as an additional insured) and a copy of the contractor(s) catering license.

3.2.3 *Services & Equipment Supplied by MDA*

- Wristbands
- Utilities
- Trash cans
- Trash disposal to landfill
- Tables
- Beer truck supplied by Zip Beverage; kegs of beer will be supplied by distributors but note that Contractor(s) will be billed for all tapped kegs
- Tokens for one free drink after purchase of official Downtown ToNight drinkware

3.2.4 *Services & Equipment Supplied by Contractor(s):*

Contractor(s) shall provide its own equipment, supplies, services at site, and employees for each location of service, including but not limited to:

- Cash funds (starting banks)
- PCI compliant credit card processing equipment (not required; at Contractor's discretion)
- Canopy tents large enough to cover service area
- Beverages in sufficient quantities to meet client needs including but not limited to: distilled spirits and wine by the glass; kegs will be provided by Summit Beverage and Zip Beverage distributors
- Bartenders thoroughly trained (TIPS or an approved responsible alcohol server training) and proficient in their duties and sufficient staff to meet the needs of Downtown ToNight attendees
- Practice proper serving and sanitation measure in accordance with Missoula City County Health Department guidelines
- Cleaning and sanitation of workstations and service area used before, during, and after events



- Contractor(s) shall be required to remove all supplies, business, and personal equipment/products from Caras Park following completion of each event

3.2.5 Bar Services & Equipment to be supplied by the Contractor(s) include but not limited to:

- Cash funds
- Ability to create frozen drink (any flavor; such as a frozen lemonade or margarita)
- Blender
- Lemons, limes, cherries, olives
- Orange juice, Rose's Lime Juice or fresh lime juice and grapefruit juice
- Sweet & Sour, bitters, half and half, grenadine
- Use of Coke or Pepsi products, Tonic Water, Club Soda
- Cutting boards, knives, channel knife
- Bar fruit caddy, serving trays, and store-n-pours
- Wooden stirrers or paper straws; please note NO PLASTIC STRAWS are to be given out per MDA greening initiatives
- Ice, ice scoop, and ice caddies
- Pour spouts, corkscrews
- 5 oz./8oz. compostable cups (NO PLASTIC CUPS per MDA greening initiatives)

3.2.6 Mandatory Catered Alcohol Service Guidelines:

- Contractor(s) shall be set up and ready to serve by 5:15 on any date of service
- Contractor(s) shall close sales of alcohol promptly at 8:30pm on any date of service
- Contractor(s) shall assume responsibility for liability of alcohol consumption and guidelines
- The MDA reserves the right to close down service or dismiss any of the Contractor's employees for appearing under the influence under or violating Montana State Code (i.e. serving under-age individuals)
- A copy of TIPS (or other Montana Department of Revenue approved responsible alcohol server training program) certification for all contractor's staff is required and must be provided to the MDA upon request



- Contractor's employees shall refrain from eating within the service area
- Contractor's employees shall refrain from smoking within 20ft. of the service area
- Clean personal hygiene and hair control must be maintained
- The MDA sells event drinkware for attendees to purchase. One (1) free drink token comes with purchase of drinkware. Contractor(s) are to accept one token and provide attendee with one free drink (beer and wine only; not to be used for mixed drinks).
- Contractor(s) shall sell beer and wine at the following prices:
 - Bud Light - \$4
 - Craft Beers - \$5
 - Wine - \$6
 - Liquor based mixed drinks – at contractor's discretion

3.2.7 Event Dress Code

While there is no official dress code for Downtown ToNight, we do recommend Contractor's employees wear matching, branded shirts to showcase the business. We also ask that all Contractor's employees remember Downtown ToNight is a family friendly event and individuals should refrain from wearing any clothing that allows for inappropriate exposure.

3.2.8 Post-Event

- Tips from bar service is to go to Contractor's employees
- Due to Downtown ToNight being a fundraiser for the MDA, contractor(s) will provide the MDA with 25% of gross sales from each date of service; payment is due by 5pm the Wednesday following the date of service
- Contractor(s) are to count up free drink tokens and subtract the dollar value of the tokens from the 25% of gross sales provided to the MDA. Free drink tokens are for beer or wine sales only.

3.2.9 Signage:

- The MDA will provide directional and pricing signage for beer and wine
- Contractor(s) will provide signage on pricing for liquor based mixed drinks



- Contractor(s) will provide business promotional signage

3.2.10 *Trash/Garbage:*

While the MDA will pay expenses for hauling trash and garbage from facilities to an appropriate depository, the Contractor(s) shall be responsible for disposing of its own trash in the provided dumpsters located under the Higgins Ave. bridge.

3.2.11 *Safety of Work:*

Contractor(s) shall take all reasonable precautions to preclude any injury to persons or property, including provision of safety equipment or protective devices, and shall take all reasonable steps under the circumstances to mitigate any damages; including, but not limited to, refusing to provide alcoholic beverages to any intoxicated person(s).



SECTION 4: OFFEROR QUALIFICATIONS

***Please thoroughly respond to each of the sections found below**

4.1 MDA's Right to Investigate and Reject

The MDA may make such investigations as deemed necessary to determine the offeror's ability to provide the supplies and/or perform the services specified. The MDA reserves the right to reject a proposal if the information submitted, or investigation of, the offeror fails to satisfy the MDA that the offeror is properly qualified to perform the obligations of the contract. This includes the MDA's ability to reject the proposal based on negative references.

4.2 Company Profile and Experience

Offeror(s) shall provide documentation establishing the individual or company submitting the proposal has the qualifications and experience to provide the services specified in this RFP, including, at a minimum:

1. Detailed description of business that includes the number of years in business and business' mission/goals/business model
2. Detailed description of similar past projects (i.e. experience)
3. Offeror(s) must possess and provide proof of a current All Beverage On-Premise Retail alcohol license with a Catering Endorsement issued by the State of Montana, Department of Revenue, Liquor Division, and proof of liquor liability insurance coverage. Contactor(s) is responsible for lawful execution of all regulations/procedures which accrue to the Contactor(s) use of license(s), including but not limited to payment of all license fees, permit fees, taxes, etc.

4.3 References

Offeror(s) shall provide a minimum of three (3) references that are using or have used services of the type proposed in this RFP. At a minimum the offeror shall provide the company name, location where the services were provided, contact person(s), contact phone number, e-mail address, a brief description of the services provided, and dates of service(s) provided. These references may be contacted to verify offeror's ability to perform the contract. The MDA reserves the right to use any information or additional references deemed necessary to



establish the ability of the offeror(s) to perform the contract. Negative references may be grounds for proposal disqualification.

4.4 **Method of Providing Services**

Offeror(s) shall include a statement that it has the resources available to fulfill the needs of Downtown ToNight for every date of service.

- Statement of Contractor's ability to provide the service requested to include: description of equipment to be used, detailed statement of services to be provided, and description of products to be provided
- Contactor must comply with all Downtown public parking regulations
- Transportation of alcohol to and from campus must comply with State, County, and City regulations
- Brief description of ability to comply with PCI DSS Global Security Standard when processing credit card transactions.

***Please note that no wireless connection is provided in Caras Park to aid with processing credit cards*

***Use of credit card processing machines is not required; cash only bar service is permitted. The MDA provides ATM service in Caras Park.*

4.5 **Sustainability**

Offeror(s) shall include a brief description demonstrating their sustainability accomplishments, such as: business practices, support of local communities, social responsibility, environmental stewardship, and recycling.

***Please note: The MDA is requiring that NO PLASTIC STRAWS are to be used during bar service at Downtown ToNight as part of organization's ongoing mission to 'green' events. Paper straws, wooden stir sticks, or dry pasta may be used.*

4.6 **Your Turn**

This section gives offeror(s) the opportunity to provide information "in its own words" regarding its assets, skills, and expertise and what makes it the best offeror for the job.



SECTION 5: COST PROPOSAL

***Please note: no need to provide specific reply to the below in Section 5. Please initial provided sheet in Section 7 to acknowledge you have read through, understand, and accept the 'cost proposal' provided under Section 5. If you would like to elaborate your response to any section below please feel free to do so.**

5.1 Percentage of Gross Sales

Contractor(s) shall pay a percentage of gross sales to the MDA. The percentage of gross sales shall be **25%** from each date of service.

5.2 Payment & Late Payment Penalty

Payment shall be made by mail, or in person, to the MDA within one week of the event. In the event the contractor(s) payment is not received within one week from date of service, the contractor(s) will be assessed an additional \$100.00 fee as a late payment penalty.

5.3 Pre-Season Vendor Sponsorship

Contractor(s) are asked to provide a sponsorship in the amount of \$450.00 for MDA members/\$500 for non-MDA members. Payment shall be made to the MDA by Friday, May 27, 2022.

5.4 No Show Fee and Penalty

Should a contractor be unable to provide service on a contracted date, fees shall be assessed as the following

- A week or more notice: \$500
- Less than 7 days' notice: \$2,000



5.5 **Beverage Pricing**

The MDA requires the following pricing structure:

- Bud Light: \$4.00
- Craft Beers: \$5.00
- Wine: \$6.00

Contractor(s) shall suggest prices for liquor-based mixed drinks and should follow local market standards. Prices for liquor-based mixed drinks shall be fixed throughout the season.

***Please note: shots of liquor are not allowed to be served at any time during Downtown ToNight*

5.6 **Gratuity**

Contractor(s) are allowed to display 'tip jars' in the bar service areas. The contractor(s) shall keep all tips for staff obtained at the bar service area. Tips given at the MDA tent (where wristbands and Downtown ToNight drinkware are sold) will be given to the MDA.

5.7 **Preferred Beverages:**

Contractor(s) shall provide a standard offering of beverage options that coincide with typical full-bar service. The MDA only requires the specific offering of a frozen beverage (accompanying liquor and flavor to be choice of contactor(s)) at each date due to high demand from attendees. Beer choices will be the following (no substitutions will be allowed): Bayern's Dumptruck, Kettlehouse's Cold Smoke, Big Sky's Summer Honey, Bud Light, a rotating IPA choice, and Lewis & Clark's Miner's Gold.

5.8 **Value Added**

Contractor(s) shall list any other 'Value Added' Proposal information that specifies any added financial or other benefits that might be provided to the MDA with this contract. Define clearly and estimate the value. (OPTIONAL)



SECTION 6: EVALUATION CRITERIA/SCORING

***Please note: no need to provide specific reply to the below in Section 6. Please initial provided sheet in Section 7 to acknowledge you have read through, understand, and accept the 'evaluation criteria/scoring' provided under Section 6. If you would like to elaborate your response to any section below please feel free to do so.**

The award will be based upon a comprehensive review, analysis and negotiation of the proposal that best meets the needs and objectives of the MDA. Available points will be based upon information presented in each proposal. Comparisons will be made by matching all applicable data to the RFP specifications, accepted industry standards, and all other qualified responses to the RFP. Point value for criteria will be subjectively assigned by each Evaluation Committee member. Each member's point assignments will be averaged by the total number of Evaluation Committee members to arrive at the total points to be assigned each category of each Proposal.

In awarding points to the evaluation criteria, the evaluator/evaluation committee will consider the following guidelines:

Superior Response (90-100%): A superior response is a highly comprehensive, excellent reply that meets all of the requirements of the RFP. In addition, the response may cover areas not originally addressed within the RFP and/or include additional information and recommendations that would prove both valuable and beneficial to the agency.

Good Response (75-89%): A good response meets all the requirements of the RFP and demonstrates in a clear and concise manner a thorough knowledge and understanding of the project, with no deficiencies noted.

Fair Response (60-74%): A fair response minimally meets most requirements set forth in the RFP. The offeror demonstrates some ability to comply with guidelines and requirements of the project, but knowledge of the subject matter is limited.

Failed Response (59% or less): A failed response does not meet the requirements set forth in the RFP. The offeror has not demonstrated sufficient knowledge of the subject matter.

After determining responsiveness, proposals will be reviewed and evaluated in accordance with the following categories and respective weighted criteria deemed to be in the MDA's best interests based on a maximum possible value of 400 points:



<u>Category</u>	<u>Points Value</u>
Requirements/Method of Providing Services (Section 3):	
1. Scope of Project - Section 3 Including overall response to the RFP	50
Resumes/Company Profile and Experience (Section 4) (Total Points 150):	
1. Description of Business (<i>Section 4.2.1</i>)	15
2. References (<i>Section 4.3</i>)	15
3. All Beverage On-Premise Retail License with Catering Endorsement (<i>Section 4.2.2</i>)	5
4. Proof of Liquor Liability Insurance (<i>Section 4.2.3</i>)	5
5. Statement of Experience (<i>Section 4.2.2</i>)	50
6. Method of Providing Services (<i>Section 4.4</i>)	25
8. Sustainability (<i>Section 4.5</i>)	15
9. Company Narrative (<i>Section 4.6</i>)	20
Commission/Cost Proposal (Section 5) (Total Points 200)	
1. Percent of Gross Sales (<i>Section 5.1</i>)	50
2. Payment (<i>Section 5.2</i>)	10
3. Pre-Season Vendor Sponsorship (<i>Section 5.3</i>)	40
4. Beverage Pricing (<i>Section 5.4</i>)	40
5. Preferred Beverages (<i>Section 5.6</i>)	20
7. Value Added Services Proposal (<i>Section 5.7</i>)	40
Member of the Missoula Downtown Association	50
Total Points Available:	450



SECTION 7: ACKNOWLEDGEMENT OF SECTIONS

*Please initial each section to indicate you have read through, understood, and accept any terms put forth in the sections mentioned below. Please turn in with the completed RFP.

Section 2: RFP Standard Information

Section 2.1: Authority..... ☐

Section 2.2: Offeror Competition..... ☐

Section 2.3: Classification and Evaluation of Proposals

2.3.1 – Initial Classification of Proposals as Responsive
or Non-Responsive..... ☐

2.3.2 – Evaluation of Proposals..... ☐

2.3.3 - Completeness of Proposals..... ☐

2.3.4 - Achieve Minimum Score..... ☐

2.3.5 – Best and Final Offer..... ☐

Section 2.4: MDA Right's Reserved..... ☐

Section 3: Scope of Services

Section 3.1: General Information..... ☐

Section 3.2: Statement of Requirements

3.2.1 – Dates of Service..... ☐

3.2.2 – Compliance with Laws..... ☐

3.2.3 – Services & Equipment Supplied by MDA..... ☐

3.2.4 – Services & Equipment Supplied by Contractor(s)..... ☐

3.2.5 – Bar Services & Equipment to be supplied by the Contractor(s)
included but are not limited to..... ☐



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- | | |
|---|----------------------|
| 3.2.6 – Mandatory Catered Alcohol Service Guidelines..... | <input type="text"/> |
| 3.2.7 – Event Dress Code..... | <input type="text"/> |
| 3.2.7 – Post-Event..... | <input type="text"/> |
| 3.2.8 – Signage..... | <input type="text"/> |
| 3.2.9 – Trash/Garbage..... | <input type="text"/> |
| 3.2.10 – Safety of Work..... | <input type="text"/> |

Section 5: Cost of Proposal

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|--|----------------------|
| Section 5.1: Percentage of Gross Sales..... | <input type="text"/> |
| Section 5.2: Payment & Late Payment Penalty..... | <input type="text"/> |
| Section 5.3: Pre-Season Vendor Entry Fee..... | <input type="text"/> |
| Section 5.4: Beverage Pricing..... | <input type="text"/> |
| Section 5.5: Gratuity..... | <input type="text"/> |
| Section 5.6: Preferred Beverages..... | <input type="text"/> |
| Section 5.7: Value Added..... | <input type="text"/> |

Section 6: Evaluation Criteria/Scoring.....



SECTION 8: MISSOULA DOWNTOWN ASSOCIATION STANDARD TERMS AND CONDITIONS

By submitting a response to this invitation for bid, request for proposal, limited solicitation, or acceptance of a contract or purchase order, the vendor agrees to acceptance of the following Standard Terms and Conditions and any other provisions that are specific to this solicitation, contract, or purchase order.

Bids/Proposals/Solicitations:

1. ACCEPTANCE/REJECTION OF BIDS, PROPOSALS, OR LIMITED SOLICITATION RESPONSES: The MDA reserves the right to accept or reject any or all bids, proposals, or limited solicitation responses, wholly or in part, and to make awards in any manner deemed in the best interest of the MDA. Bids, proposals, and limited solicitation responses will be firm for 30 days, unless stated otherwise in the text of the invitation for bid, request for proposal, or limited solicitation.
2. ALTERATION OF SOLICITATION DOCUMENT: In the event of inconsistencies or contradictions between language contained in the MDA's solicitation document and a vendor's response, the language contained in the MDA's original solicitation document will prevail. Intentional manipulation and/or alteration of solicitation document language will result in the vendor's disqualification and possible debarment.
3. FACSIMILE RESPONSES: Facsimile responses will be accepted for invitations for bids, small purchases, or limited solicitations ONLY if they are completely received by the MDA prior to the time set for receipt. Bids, or portions thereof, received after the due time will not be considered. Facsimile responses to requests for proposals are ONLY accepted on an exception basis with prior approval of the procurement officer.
4. FAILURE TO HONOR BID/PROPOSAL: If a bidder/offeror to whom a contract is awarded refuses to accept the award (PO/contract) or fails to deliver in accordance with the contract terms and conditions, the MDA may, in its discretion, suspend the bidder/offeror for a period of time from entering into any contracts with the MDA.
5. LATE BIDS AND PROPOSALS: Regardless of cause, late bids and proposals will not be accepted and will automatically be disqualified from further consideration. It shall be solely the vendor's risk to ensure delivery at the designated office by the designated time. Late bids and proposals will not be opened and may be returned to the vendor at the expense of the vendor or destroyed if requested.
6. SOLICITATION DOCUMENT EXAMINATION: Vendors shall promptly notify the MDA of any ambiguity, inconsistency, or error which they may discover upon examination of a solicitation document.



Purchase Orders/Contracts:

7. ACCESS AND RETENTION OF RECORDS: The Contractor agrees to provide the MDA or its authorized agents, access to any records necessary to determine contract compliance upon written request. The Contractor agrees to create and retain records supporting the services rendered or supplies delivered for a period of eight years from the completion date of the contract.
8. ASSIGNMENT, TRANSFER AND SUBCONTRACTING: The Contractor shall not assign, transfer or subcontract any portion of the contract without the express written consent of the MDA.
9. CHANGES IN WORK or INCREASE IN CONTRACT/PURCHASE ORDER AMOUNT: Prior approval must be obtained in the form of a contract addendum or purchase order adjustment from the MDA. A request by the Contractor or the MDA representative shall be accompanied by an itemized statement, which details all costs that would be incurred to effect the change. Contractor shall provide a complete statement of all actual costs to be incurred for each requested change. This information will be approved by the MDA for the contract addendum to be signed by both parties and/or the purchase order to be adjusted.
10. COMPLIANCE WITH LAWS: The Contractor shall, in performance of work under this contract, fully comply with all applicable federal, state, or local laws, rules, and regulations, including the Montana Human Rights Act, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973, the Equal Pay Act of 1963, the Equal Pay Act of 1963, and the Patient Protection and Affordable Care Act ("Affordable Care Act"). Any subletting or subcontracting by the Contractor subjects subcontractors to the same provisions. In accordance with section 49-3-207, MCA, Executive Order No. 04-2016 and Executive Order No. 12-2016 (Equal pay for women) the Contractor agrees that the hiring of persons to perform this contract will be made on the basis of merit and qualifications and there will be no discrimination based upon on race, color, sex, pregnancy, childbirth or medical conditions related to pregnancy or childbirth, political or religious affiliation or ideas, culture, creed, social origin or condition, genetic information, sexual orientation, gender identity or expression, national origin, ancestry, age, disability, military service or veteran status, or marital status by the persons performing the contract.
11. COMPLIANCE WITH WORKERS' COMPENSATION ACT: Contractor shall comply with the provisions of the Montana Workers' Compensation Act while performing work for the MDA in accordance with 39-71-401, 39-71-405, and 39-71-417, MCA. Proof of compliance must be in the form of workers' compensation insurance, an independent contractor's exemption, or documentation of corporate officer status. Neither Contractor nor its employees are MDA employees. This insurance/exemption must be valid for the entire contract term and any renewal. Upon expiration, a renewal document must be sent to the MDA.
12. CONFORMANCE WITH CONTRACT: No alteration of the terms, conditions, delivery, price, quality, quantities, or specifications of the contract shall be granted without the MDA's prior written consent. Product or services provided that do not conform to the contract terms, conditions, and specifications may be rejected and returned at the Contractor's expense.



13. **CONTRACTOR:** The Contractor is an independent contractor or a business providing services for the MDA. Neither the Contractor nor any of his employees are employees of the MDA or any agency or division thereof, nor will they be considered employees of the MDA under any subsequent amendment to the contract or purchase order unless otherwise expressed.

14. **DISABILITY ACCOMMODATIONS:** The MDA does not discriminate on the basis of disability in admission to, access to, or operations of its programs, services, or activities. Individuals who need aids, alternative document formats, or services for effective communications or other disability related accommodations in the programs and services offered are invited to make their needs and preferences known to this office. Interested parties should provide as much advance notice as possible.

15. **FORCE MAJEURE:** Neither party is responsible for failure to fulfill its obligations due to causes beyond its reasonable control, including without limitation, acts or omissions of government or military authority, acts of God, materials shortages, transportation delays, fires, floods, labor disturbances, riots, wars, terrorist acts, or any other causes, directly or indirectly beyond the reasonable control of the nonperforming party, so long as such party uses its best efforts to remedy such failure or delays. A party affected by a force majeure condition shall provide written notice to the other party within a reasonable time of the onset of the condition. In no event, however, shall the notice be provided later than 5 working days after the onset. If the notice is not provided within the 5 day period, then a party may not claim a force majeure event. A force majeure condition suspends a party's obligations under this contract, unless the parties mutually agree that the obligation need not be performed because of the condition.

16. **HOLD HARMLESS/INDEMNIFICATION:** The Contractor agrees to protect, defend, and save the MDA, its elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands, causes of action of any kind or character, including the cost of defense thereof, arising in favor of the Contractor's employees or third parties on account of bodily or personal injuries, death, or damage to property arising out of services performed or omissions of services or in any way resulting from the acts or omissions of the Contractor and/or its agents, employees, representatives, assigns, subcontractors, except the sole negligence of the MDA, under this agreement.

17. **INVOICES/PAYMENTS:** Any invoices or payments to the MDA may be sent to the Director of Finance. Payments to the MDA must be made within 7 days of service.

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Missoula, MT 59802

18. **SEVERABILITY CLAUSE:** A declaration by any court, or any other binding legal source, that any provision of the contract is illegal and void shall not affect the legality and enforceability of any other provision of the contract, unless the provisions are mutually dependent.



19. **SUBCONTRACTS:** The Contractor may not transfer, assign or subcontract this contract or resulting purchase order or any interest therein without the express written approval of the MDA. In the event a subcontract is authorized by the MDA, the Contractor will inset in any subcontract the clauses set forth in this contract and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts which they may enter into together with a clause requiring this insertion in any further subcontracts that may in turn be made.
20. **TAX EXEMPTION:** The MDA is a tax-exempt organization (#81-0403474)
21. **TERMINATION OF CONTRACT:** Unless otherwise stated, the MDA may, by written notice to the Contractor, terminate the contract in whole or in part at any time the Contractor fails to perform the contract.
22. **U.S. FUNDS:** All prices and payments must be in U.S. dollars.
23. **VENUE:** This solicitation/bid/proposal/contract/purchase order is governed by the laws of Montana. The parties agree that any litigation concerning this solicitation/bid/proposal/contract/purchase order must be brought in the District Court for Missoula County, State of Montana, and each party shall pay its own costs and attorney fees.