

COMMISSIONER MEETINGS

All meetings take place in the Commissioners Conference Room (308)
located in the Ostlund Building @ 2825 3rd Ave N (3rd Floor)
and are open to the public unless otherwise noted

THURSDAY - APRIL 23, 2026

8:45 Calendar

9:00 COMMISSIONERS DISCUSSION

PLEDGE

DEPARTMENTS

1. **Elections** - Election Worker Software Management System
2. **MetraPark** - Discussion on the new 3-year Membership with Arena Network/Venue Coalition
3. **Finance** -
 - a. Request for Proposals - MetraPark Fair Gate Booths RFP
 - b. Janitorial Services RFP

COMMISSIONERS

1. Commissioner Board Reports

PUBLIC COMMENTS ON COUNTY BUSINESS

**Public comment is an opportunity for individuals to address the Board, however, the Board cannot engage in discussion or take action on items not properly noticed on the agenda. Public comment is limited to 3 minutes per individual.*

B.O.C.C Thursday Discussion

1.

Meeting Date: 04/23/2026

Title: Election Worker Management System

Submitted By: Dayna Causby, Election Administrator

TOPIC:

Elections - Election Worker Software Management System

BACKGROUND:

Discussion on software solutions for asset management and tracking/placement of election workers

RECOMMENDED ACTION:

Discussion

B.O.C.C Thursday Discussion

2.

Meeting Date: 04/23/2026

Title: Arena Network/ Venue Coalition Membership Agreement

Submitted For: Cody Reitz

Submitted By: Cody Reitz

TOPIC:

MetraPark - Discussion on the new 3-year Membership with Arena Network/Venue Coalition

BACKGROUND:

Venue Coalition is a 3rd party membership that we belong to. They advocate and help with routing for independent venues like ours. They help with working with promoters to bring shows into the market.

RECOMMENDED ACTION:

Approval to move onto Consent Agenda for April 28th, 2026

Attachments

Arena Network Membership Agreement



Venue Membership Agreement

Dated: January 1, 2026

Between:

1. **ArenaNetwork, Inc.** of 2435 Ventura Blvd., Suite C, Camarillo, CA 93010 and its affiliated entities (collectively "Network")

And

2. **MetraPark** of 308 6th Ave N, Billings, MT 59101 ("Venue")

Venue and the Network agree as follows:

1. **Engagement:** Network is a privately-owned corporation providing expertise in the live entertainment industry to a number of public assembly venues. Pursuant to this agreement ("Agreement"), Venue agrees to participate as a member of Network and Network agrees to provide a range of membership services ("Services"), as defined in Section 2 below.
2. **Services:** Network will provide the following Services:
 - (a) Outreach to agents, promoters, producers, and artist representatives on behalf of Venue;
 - (b) Identify business and booking opportunities;
 - (c) Provide industry updates and developments;
 - (d) Schedule conference calls to discuss topical issues and new opportunities;
 - (e) Share Venue information within the live events industry, in an effort to solicit business opportunities;
 - (f) Meet with Venue at industry conferences and functions as requested by Venue, subject to availability;
 - (g) Include Venue in Network's website and trade publication advertising;
 - (h) Collect and distribute relevant industry information;
 - (i) Talent Buying Services ("Talent Buying Services") (if mutually agreed between parties):
 - i. Identification of talent availability and pricing;
 - ii. Talent buying and preparation of talent offers as directed by Venue;
 - iii. Negotiation with an act's representatives on behalf of Venue;
 - iv. On a case-by-case basis, Venue may engage Network to assist with Talent Buying Services for corporate clients interested in hosting meetings, banquets and private events, pursuant to Section 7, entitled "Fees".

Network will have no obligation to provide additional services. Any additional services not listed in this Agreement will be discussed on a case-by-case basis, and Network will be paid an additional, mutually agreeable fee.

To assist with Network providing the Services identified above, and to streamline booking, Venue has or will provide Network with a data feed from Venue's calendar management software, which will provide Network with access to real-time, read-only information from Venue's internal and external calendar. If Venue does not have the ability to provide a data feed of calendar availability to Network, Venue shall provide a calendar of availability to Network via email on a regular basis, or by updating Network's members portal on a regular basis with the calendar of availability.

3. **Event Types:** There are three different event types described in this Agreement: Rentals ("Rental"), Co-Pros ("Co-Pro"), and In-House Promotions ("In-House Promotion"), with all three collectively referred to as ("Event").
 - (a) **Rental:** The term Rental shall mean any confirmed event in which an outside promoter is at financial risk.
 - (b) **Co-Pro:** The term Co-Pro shall mean any confirmed event in which Venue shares financial risk and/or revenues with an outside promoter/producer.
 - (c) **In-House Promotion:** The term In-House Promotion shall mean any confirmed event in which Venue is at risk financially, or an event where Network negotiates a unique deal structure directly with an artist, act, attraction, or production or their representatives, such as a \$0 guarantee, or any other non-traditional deal structure negotiated directly with Talent or Talent's representatives, whereby Venue is issued a contract from Talent's representative and Venue is acting as the promoter for the event, and in which Network performed Talent



Buying Services by submitting a performance offer and booking Talent performing for such event. For the purposes of this Agreement, an artist, act, attraction or production shall be defined as Talent (“Talent”).

4. **Talent Buying:** If Network is engaged to buy Talent on behalf of Venue through the submission of a performance offer (“Talent Offer”), a Talent Buyer Authorization Agreement (“TBA”) will be signed by Venue before a Talent Offer is submitted to Talent or Talent’s representative. By Venue signing the TBA, Venue authorizes Network to submit the Talent Offer on Venue’s behalf and Venue acknowledges that by Venue signing the TBA and acceptance of the Talent Offer by Talent or Talent’s representative, it will constitute a binding obligation of Venue to Talent and/or Talent’s representative. If Venue desires to rescind the Talent Offer, Venue shall be liable to Talent for the full Talent guarantee referenced in the Talent Offer, which sum shall constitute consideration to Talent as a cancellation fee (“Liquidated Damages”). *Venue acknowledges that its breach or failure to honor the terms of the Talent Offer will cause Talent substantial economic damages and losses of types and in amounts which are impossible or impractical to compute and ascertain with certainty and thus agrees to the Liquidated Damages as set forth above.*

Network does not guarantee that any Talent Offer made by Venue will be accepted by Talent, and it is possible that Talent may accept the performance offer of other members of Network, but not Venue’s performance offer, or that Talent does not accept any performance offer made by Network.

Network does not make any representation as to the profitability of any show. The decision to make a Talent Offer for any specific Talent is solely that of Venue and Venue accepts the full financial risks of each Talent Offer, regardless of the financial outcome.

5. **Claims:** Rentals and Co-Pros will be executed directly between Venue and a producer, promoter or Talent, and Network will not be a party of such agreements. Likewise, any agreement with a specific Talent for an In-House Promotion will be made between Venue and Talent (or Talent’s representative) and Network will not be a party to any such agreement(s). Venue is responsible for the terms and conditions contained in any such agreement and Network shall not be held responsible for any cancellation, default or breach of any such agreement, regardless of which party was at fault. Venue agrees to indemnify, save and hold Network, its parent, subsidiary and affiliated corporations, and their respective directors, officers, employees and contractors/representatives, free and harmless from any claims or expenses related thereto, including reimbursement of any and all actual attorney’s fees incurred by Network.
6. **Assist:** An assist (“Assist”) shall be defined as follows: When Network in any manner helps to secure an event for Venue or for an affiliated facility at Venue’s direction, whether the event is a single or multi-day Rental, or a single or multi-day Co-Pro. Assists may be the result of new business opportunities brought to Venue by Network, bookings at the request of or in collaboration with Venue, or solicitations by Network on behalf of Venue to a producer, promoter, agent or manager.
7. **Fees:** In consideration of the Services, Venue agrees to pay to Network the following Annual Membership Fees (“Annual Membership Fee”), Assist Fees (“Assist Fee”), and Talent Buying Fees (“Talent Buyer Fee”), with all collectively referred to as (“Fees”), described below:

- (a) **Annual Membership Fees:** Annual Membership Fees for each year of the membership term are provided below
- i. **Annual Membership Fee Schedule:**
 - (1) \$30,000 USD Due July 1, 2026 (for the period beginning January 1, 2026 to January 1, 2026)
 - (2) \$32,500 USD Due July 1, 2027 (for the period beginning January 1, 2027 to January 1, 2027)
 - (3) \$35,000 USD Due July 1, 2028 (for the period beginning January 1, 2028 to January 1, 2028)
- (b) **Assist Fees are to be paid as follows:**
- i. **For Single Day Rentals or Co-Pros:** When Network helps to secure a single day Rental or Co-Pro event for Venue, Network shall receive an Assist Fee of \$0 USD flat, regardless of number of performances. **Payment of this fee will be made to Network as soon as practical after the conclusion of the Event;**
 - ii. **For Multi-Day Rentals or Co-Pros:** When Network helps to secure a multi-day Rental or Co-Pro event for Venue, Network shall receive an Assist Fee of \$0 USD flat, for the first event day, plus an additional \$0 USD for each subsequent event day, regardless of the number of performances in each



day. **Payment of this fee will be made to Network as soon as practical after the conclusion of the Event;**

- iii. All Assist Fees are considered confidential information and are internal charges to the Venue to be paid by Venue and cannot appear on any promoter, producer, or Talent settlements.
- (c) **Talent Buyer Fees are to be paid as follows:**
 - i. **For In-House Promotions:** When Network acts as a Talent buyer to secure an In-House Promotion event for Venue, Network shall receive a Talent Buyer Fee of \$2,500 USD, plus \$1 USD per paid ticket, for each event booked by Network with a signed TBA. **Payment of this fee will be made to Network as soon as practical after the conclusion of the Event;**
 - (1) In the event a Talent Offer is submitted by Network for an In-House Promotion and an outside promoter gets brought in to promote the event, either at the discretion of Venue, Talent representatives, or as the result of Network's efforts, then Network's Talent Buyer Fee will not be affected. In any of these instances, regardless of whether it is a Rental or a Co-Pro, Network's Talent Buyer Fee will be billed directly to Venue pursuant to the terms specified in the signed TBA.
 - ii. All Talent Buyer Fees are considered confidential information and are internal charges to the Venue to be paid by Venue and cannot appear on any Talent Offer sheets or show settlements.

In the event Network is engaged to buy Talent for a date-specific event, special event, university event, private function, or for an event from an outside third-party, Network will negotiate a separate Talent buying fee, which will be evaluated on a case-by-case basis and specified in a TBA.

All Events booked by Network for Venue during membership term will be paid pursuant to this Agreement. If Network is the procuring cause of an Event booked in Venue or any of its affiliated facilities and the Event date takes place after this Agreement has expired or has been terminated, Network shall be entitled to be paid the full retail Assist Fee and/or Talent Buyer Fee pursuant to this Agreement. The full retail Assist Fee for single day or multi-day Rentals or Co-Pros is 50% of net Venue proceeds with all Venue revenue streams included. The full retail Talent Buyer Fee is \$10,000 USD + \$2 USD per paid ticket versus 50% of net Venue proceeds with all Venue revenue streams included, whichever is greater.

- 8. **Term:** The membership term ("Term") of this Agreement commences January 1, 2026 and ends December 31, 2028. If any Annual Membership Fee is not received within 90 days of the original invoice date, Network reserves the right to immediately terminate this Agreement upon notice to Venue and Network shall be entitled to its pro rata Annual Membership Fee through the date of termination.
 - (a) **Renewal:** After the initial term end, this Agreement will automatically renew each year for an additional one (1) year Term, unless notice of termination is provided in writing by either party, 90 days prior to the end of each membership term.
- 9. **Termination:** If, for any reason during the term of this Agreement, Venue contracts with a third-party private management firm for booking and/or management, Network shall have the right to terminate this Agreement immediately and shall be entitled to receive full payment pursuant to the Fees in Item 7 of this Agreement.
- 10. **Indemnification:** For clarity, Talent, and the employees and contractors of Talent, producers or promoters, are not employees or contractors of Network. Venue agrees to indemnify, save and hold Network, its parent, subsidiary and affiliated corporations, and their respective directors, officers, employees, and contractors/representatives, free and harmless from all claims, damages, costs and expenses, relating to any property damage, bodily injury or death, lost revenue resulting from business interruption, or in connection with any activity or accommodations for events, which occurs as a result of an act or omission of Venue (including Venue's employees and contractors) at or in connection with any event or any other act/omission.
- 11. **Insurance:** Venue shall maintain a General Liability insurance policy of not less than \$2 million, and each such insurance policy shall contain a thirty (30) day notice of cancellation clause. Venue shall provide an annual blanket certificate evidencing adherence to the foregoing insurance requirements. For specific events with which Network has assisted in booking, Venue agrees to provide a certificate of insurance naming Network, its directors, officers, employees and contractors/representatives as additional named insureds.



12. Risk: Network does not make any representation as to the viability or profitability of any Event, nor that they will be successful in securing Talent for Venue. The decision to make Talent Offer and engage Talent is solely that of Venue.
13. Confidentiality and Trade Secrets (“Trade Secrets”): The information pertaining to the business of Network, Venue and all other venue members of Network, including but not limited to information regarding the provisions of this Agreement, Fees, deal terms with Talent, or the business affairs of the other venue members of Network, which: (i) is not generally known to the public or other venues who are not members of Network; (ii) confers economic benefit to Venue and Network because the information is not publicly known; and (iii) there is the need to make an effort to maintain its secrecy. The Trade Secrets may be comprised of or include confidential information (“Confidential Information”). Examples include call agendas, ticket counts, and Talent Offer sheets. Venue affirmatively agrees not to disseminate, by any means whatsoever, such Confidential Information to anyone other than to Network. However, nothing herein shall preclude or limit Network from disseminating or providing the Confidential Information to agents, promoters, or others, in an effort to solicit business for Venue and members of Network. This includes disseminating such Confidential Information to any venue which is considering becoming a member venue of Network.

Venue shall not share, disseminate or distribute any materials provided or developed by Network to anyone without Network’s prior knowledge and approval. By example, Talent Offer sheets, call agendas, ticket counts and/or email communications with or without Network’s logo shall not be shared or distributed with any party without the prior written approval of Network. Network shall have no liability whatsoever to Venue with regard to any materials used or shared by Venue to a member venue of Network or any other party whatsoever, without Network’s prior knowledge and approval.

In furtherance of Network’s providing of Services as mentioned herein, Venue may participate in telephonic conference or “dial in” calls. Venue agrees not to record the calls in any format whatsoever without the written consent of Network, and further acknowledges such calls may contain Confidential Information as described herein.

If Venue opts-in to participate in sharing ticket count box office information by providing information to Network, Network shall have no liability whatsoever for any claims made against Venue related to the sharing of this data, which may include data and/or information breach, sharing of information with third-parties, or any other unwanted use of the data. In addition, Venue agrees to indemnify and hold Network free and harmless from any claim(s) made against Network relating to the same.

Network has no duty or obligation to disclose any third-party marketing agreements to which it is a party.

In addition to the Services provided by Network to Venue, Venue acknowledges that: (i) Network provides industry expertise, advice and general consulting to Venue; and (ii) any information or advice shared by Network to Venue about Venue or other venues, regardless if the other venues are members of Network is strictly confidential and intended only to assist and help Venue compete within the live events industry; and (iii) decisions that are made based on the information and/or advice provided by Network to Venue, are made by Venue on its own; and (iv) Network shall not be liable to Venue for any damages whatsoever.

14. Assignment: Venue agrees that it will not assign, sell, transfer, delegate, or otherwise dispose of, whether voluntarily or involuntarily, or by operation of law, any rights or obligations under this Agreement. Network may assign this Agreement to any one or more of its affiliated entities without the consent of Venue.
15. Representations and Warranties: Each individual executing this Agreement on behalf of Venue represents and warrants that he or she is duly authorized to do so. Network shall be entitled to rely on the representations of each individual executing this Agreement on behalf of Venue that such person is duly authorized to do so, without any duty of investigation, the signature of such person shall be binding on Venue.

Venue further acknowledges that all aspects of event execution, including, but not limited to event management, marketing and production management shall be the responsibility of Venue for all events booked by Network.

16. Miscellaneous: This Agreement: (i) supersedes all prior oral or written agreements between the parties pertaining to the subject matter hereof; (ii) can only be amended by written document signed by both parties; (iii) cannot be assigned by Venue without the express prior written approval of Network; (iv) shall not be construed as a



partnership, joint venture or employment agreement between the parties; (v) shall inure to the benefit of and be binding upon the parties and their permitted successors and assigns; (vi) shall be governed by the laws of the State of California; and (vii) may be executed in counterparts, such parts together constituting one whole original document, and a facsimile, digital or PDF scanned email transmission of a party's signature shall be deemed and comprise an original signature for all purposes hereof. If any provision of this Agreement is found to be invalid or unenforceable, such provision shall be deemed severed here from, and the remainder of this Agreement shall continue in full force and effect. Headings used herein are for convenience only. Waiver of one or more terms or conditions of this Agreement shall not be deemed a modification or waiver of any other provisions of this license.

The Parties hereto have executed this Agreement as of the date first listed above.

ArenaNetwork Inc.

MetraPark

By: _____
Andrew Prince, CEO
2435 Ventura Blvd., Suite C
Camarillo, CA 93010

By: _____
Its Authorized Signatory
308 6th Ave N
Billings, MT 59101

B.O.C.C Thursday Discussion

3. a.

Meeting Date: 04/23/2026

Title: Request for Proposals - MetraPark Fair Gate Booths RFP

Submitted For: Matt Kessler, Purchasing Agent

Submitted By: Matt Kessler, Purchasing Agent

TOPIC:

Request for Proposals - MetraPark Fair Gate Booths RFP

BACKGROUND:

Discuss details of the MetraPark Fair Gate Booths RFP.

RECOMMENDED ACTION:

Discuss.

Attachments

RFP - MetraPark Fair Gate Booths

YELLOWSTONE COUNTY, MONTANA
Request for Proposals
MetraPark Fair Gate Booths

1. Introduction

Notice is hereby given that Yellowstone County is seeking proposals from qualified vendors to provide proposals for the design and manufacture of a high quality, prefabricated fair gate booth to service our MetraPark campus, located at 308 6th Ave N, Billings, MT 59101. The award will be made to the most qualified candidate whose proposal is deemed most advantageous to the County/MetraPark, all factors considered. Unsuccessful candidates will be notified immediately after the selection process is complete. Proposals that are deemed incomplete by the selection committee will not be reviewed.

In order to provide a complete understanding of the services to be provided, a **mandatory** Pre-Submittal Meeting will be held virtually on May 5th, 2026 at 1:30PM. Please reach out to Matt Kessler, mkessler@yellowstonecountymt.gov for an invite to the virtual meeting. Attendance will be taken. Proposals submitted without a representative attending the pre-submittal meeting will not be considered for award.

2. Project Overview

The purpose of this project is to provide a high-quality, prefabricated fair gate booth to serve as the main point of sale and service for customers. The building should be a secure, functional, and attractive structure that will support our team in managing ticket sales, guest services, and general operational needs.

Key elements of the project include:

- Design of the building (if not prefabricated design)
- Manufacturing and fabrication
- Site delivery and installation
- Long-term durability and low maintenance requirements

3. Project Requirements/Scope of Work

Specifications:

The prefabricated fair gate booth building should meet the following requirements:

- **Size:** 7' D x 20' W

- **Exterior:** Modern design, with a clean, professional look.
 - (5) ticket windows (1 lower ADA accessible window) with non-electronic speaker tubes & cash slot. Option to add powered microphone and speaker.
 - Windows must be glazed, tempered safety glass in frames. All windows fixed and non-opening with cash slot at bottom.
 - Weather-resistant finishes and materials (metal exterior/non-wood finish)
 - Suitable for outdoor use in Montana
 - Energy-efficient insulation and glazing for comfort and energy savings
 - Canopy overhang of at least 3” around outside.
 - Stainless steel shelf outside
 - Exterior lighting options
- **Interior Layout:**
 - Counter space for ticketing operations
 - Electrical outlets for computers, printers, lighting (including at least 1 duplex GFCI per window), and data for internet and networking.
 - Locking cash drawers
- **Accessibility:**
 - (1) ADA-compliant window with appropriate height outside counter
 - Proper lighting and HVAC system for comfort (AC and heat)
- **Security:**
 - Metal frame locking door and shutter(s) for all windows
 - Locking cash drawers for each window under counter

Manufacturing and Materials:

- High-quality, durable materials that require minimal maintenance (metal exterior/non-wood finish)
- Weatherproof and resistant to environmental wear (e.g., wind, rain, snow)
- Energy-efficient components, including insulation, windows, and HVAC systems
- Compliance with local building codes and safety regulations (ST of MT)

Installation:

- Vendor responsible for coordinating all aspects of delivery
- Coordination with local authorities for permits if necessary
- Delivery of the structure to the site or complete assembly on location
- Final inspection and quality check upon delivery and installation

Warranty and Maintenance:

- Vendor must offer a warranty for materials and workmanship, including a minimum of (1) year for defects and failures

- Option for ongoing maintenance and support after warranty period
- Clear instructions for long-term care and upkeep of the building

4. Proposal Content Requirements

Offerors who are interested in participating in this RFP are requested to respond to each of the following items. Proposals should contain information in the same order as requested in the RFP and should identify the item to which the responses apply.

- 1. Company overview:** Provide a brief description of your company, including your experience in manufacturing prefabricated buildings.
- 2. Design Concept:** Provide drawings, renderings or diagrams showcasing your proposed design for the box office building, including exterior and interior views.
- 3. Materials and Specifications:** A detailed list of the materials planned for use in manufacture of the prefabricated building, including certifications or quality assurances for materials being used.
- 4. Proposed Timeline:** Provide a proposed project timeline in detail for completion of the project from design to installation. Be sure to factor in time for County design approval, manufacture, shipping and installation. Offerors should use [Date] as the start date for the project as this is the date intended to have a contract executed. If a contract is not executed by this date, then the County will adjust dates for completion of the project based on the estimated length proposed by offeror.
- 5. Cost:** Provide a detailed breakdown of costs, including:
 - a. Design and engineering fees (if any)
 - b. Manufacturing costs
 - c. Freight costs
 - d. Installation costs
 - e. Warranty and maintenance options
 - f. Any additional costs for optional features
- 6. Related Experience:** Provide examples of similar projects that you have completed, including references or testimonials from past clients.

7. **Post-Installation Support:** Provide information on any ongoing support, maintenance packages, and customer service options that are available after the building is installed.
8. **Other:** Provide any other information or options not mentioned above, if any, that the offeror proposes that would be advantageous to the County/MetraPark.

All costs associated with the preparation of the proposal will be the responsibility of the offeror.

5. Selection Process & Evaluation Criteria

A selection committee will be formed and review all proposals. The selection committee, at its sole discretion, shall determine whether offerors have the basic qualifications and experience to successfully provide the services required in this RFP. Proposals that are deemed incomplete by the selection committee will not be reviewed.

Proposals will be evaluated based on the following criteria:

- Company overview: **5 points**
- Design Quality: Aesthetic appeal and functional design that meets the project requirements – **30 points**
- Cost: Overall cost of the project – **30 points**
- Relevant Experience: Proven track record of delivering similar prefabricated buildings. – **15 points**
- Timeline: Proposed timeline and ability to meet that timeline - **10**
- Warranty and Maintenance: Length and terms of warranty and support offered – **10 points**

The Board reserves the right to reject any or all proposals received, to waive informalities to evaluate the proposals submitted, and to accept the proposal that best serves the interests of Yellowstone County.

6. Timeline

Event	Date/Time
Publication Dates for RFP	April 24 th and May 1 st , 2026
Mandatory Pre-Submittal Meeting	May 5 th , 2026, at 1:30 PM
Questions Due	May 7 th , 2026
Responses to Questions Posted	May 12 th , 2026
Deadline for Proposals	May 18 th , 2026, by 3:00 PM
Review of Proposals by Selection Committee	No later than May 28 th , 2026
Notice of Intent to Award Posting	Tuesday, June 2 nd , 2026
Notice of Award	Tuesday, June 9 th , 2026

Yellowstone County reserves the right to modify the above timeline as needed.

7. Proposal Submittal

Offerors shall submit five hard copies of the proposal and one digital copy in PDF format on a USB drive in a sealed envelope. All proposals must be labeled **“Metra Box Office Building RFP”**. Proposals may either be mailed or physically delivered to the following addresses.

Mail To:

Yellowstone County BOCC
PO Box 35000
Billings, MT 59107

Physically Deliver To:

Yellowstone County BOCC
Ostlund Building, Room 309, 3rd Floor
2825 3rd Ave North
Billings, MT 59101

All proposals must be received no later than 3:00 PM on Monday May 18th, 2026.

Proposals received after this deadline will not be considered.

All proposals must include a Bid Security made in favor of Yellowstone County in an amount equal to 10% of the total project cost. The security may consist of a bid bond, cash, a cashier’s check, a certified check, a bank money order, a certificate of deposit, a money market certificate, or a bank draft. The security must be: a) drawn and issued by a federally chartered or state chartered bank or savings and loan association that is insured by or for which insurance is administered by the Federal Deposit Insurance Corporation; or b) drawn and issued by a credit union insured by the National Credit Union Share Insurance Fund; or c) a bid bond or bonds, original only, no photocopies, executed by a surety company authorized to do business in the State of Montana. Facsimiles, personal and/or business checks are not an acceptable form of security.

Timely proposals will be opened and read aloud at 9:00 AM, on Tuesday, May 19th, 2026, in Room 309 on the 3rd Floor of the Ostlund Building, 2825 3rd Ave N, Billings, MT 59101.

8. Amendments to Solicitation

Any interpretation, correction, or addition of this request will be published on the County website at <https://www.yellowstonecountymt.gov/purchasing/>.

9. Contact Information & Questions

Any questions regarding the project or proposal submittal procedures should be submitted, in writing, to Matt Kessler, Purchasing Agent, at mkessler@yellowstonecountymt.gov.

Under no circumstances may offerors contact any staff or elected official directly regarding this solicitation. To ensure a fair and objective evaluation of all proposals, questions regarding the RFP must be submitted on or before May 7th, 2026, via email to the designated point of contact above.

An addendum containing responses to all questions received will be posted on the County's website, listed above in section 8 of this RFP, no later than May 12th, 2026.

10. Miscellaneous

Compliance With Laws

Each bidder must have a current Montana Public Contractor's Registration number when submitting their proposal. The number must appear on the proposal. All subcontractors, if any, must obtain a registration number prior to beginning any work on the project. Bid only registrations are acceptable for the RFP process. No proposal may be withdrawn for at least 45 days after the scheduled deadline time for receipt of the proposals.

The successful offeror will be required to follow all the directives included in section 18-2-422 of the Montana Code Annotated concerning Prevailing Wage Rates for Nonconstruction Services 2025. Those directives are as follows:

(1) The contractor and employers shall pay the standard prevailing wage rate, including fringe benefits, for each job classification as stated in the current prevailing wage rate

schedules. The current schedules are available at the State of Montana website. It is the responsibility of the contractors to obtain and use the applicable Wage Rate Schedules. (2) each contractor and employer are required to maintain payroll records in a manner readily capable of being certified for submission under statute 18-2-423, for not less than 3 years after the contractor's or employer's completion of work on the project; and (3) Each contractor is required to post a statement of all wages and fringe benefits in compliance with 18-2-423.

Statute 18-2-423 is as follows: If a complaint is filed with the department alleging noncompliance with 18-2-422, the department may require the project to submit to it certified copies of the payroll records for workers employed on that project. A contractor or a subcontractor shall pay employees receiving an hourly wage on a weekly basis. If a wage violation complaint is filed with the department, the contractor or subcontractor shall provide the employee's payroll records to the department within 5 days of receiving the payroll request from the department.

The Contractor is required to comply with all other applicable provisions of Title 18, Chapter 2, and Part 4 of the Montana Code Annotated.

The successful offeror will be required to give preference to the employment of bona fide Montana residents in the performance of the work on this project.

The Contractor must, 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, Civil Rights Act of 1964, the Age Discrimination Act of 1975, and the American with Disabilities Act of 1990. Any subletting or subcontracting by the Contractor subjects Subcontractors to the same provisions. In accordance with Section 49-3-207, MCA, the Contractor agrees that the hiring of persons to perform the contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing under the contract.

Insurance Requirements

The Contractor shall maintain at its sole cost and expense, commercial general liability insurance naming Yellowstone County/MetraPark, as additional insured for this project against liability for damages for bodily injury, including death and completed operations and property damages in a minimum amount of Seven Hundred Fifty Thousand Dollars (\$750,000.00) for each claim and One Million Five Hundred Thousand Dollars , (\$1,500,000.00), in the aggregate arising from incidents which occur as the result of Contractors negligence during the project and for which Yellowstone County/MetraPark, sole basis of liability is vicarious liability for the acts or omissions of the Contractor or/and

subcontractors. Contractor shall maintain for this project at its cost and expense, insurance against claims for injuries to persons or damages to property, including contractual liability which may arise from or in connection with the project by Contractor, agents, employees, representatives, assigns and sub-contractors. This insurance shall cover claims as may be caused by any negligent act or omission. The policy of insurance shall be an occurrence policy with a Best Rating of A- or better and must be in force throughout the project.

Contractor shall name on the Certificate of liability insurance Yellowstone County, as additional insured throughout the project. In addition, Contractor will furnish to Yellowstone County, a copy of the policy endorsement, CG 32 87 05 10, indicating that Yellowstone County/MetraPark, are named as an additional insured under the Contractors insurance policy for this project. Contractor agrees to furnish both the Certificate of insurance and policy endorsement at least ten (10) days prior to beginning work on the project.

Contractor agrees to defend, indemnify and hold harmless Yellowstone County/MetraPark, from and against any and all claims demands, obligations causes of action, lawsuits and all damages and liabilities fines, judgments, costs, (including settlement costs), and expenses associated there with (including reasonable attorney's fees and disbursements), arising from incidents that occur the result of Contractors negligence during this project. And for which Yellowstone County/MetraPark, sole basis of liability is vicarious liability for the acts or omissions of Contractor. The defense and indemnification obligations under this paragraph shall not be limited by any assertions or finding that Yellowstone County, is liable for any damages by reason of a non-delegable duty.

The Board reserves the right to reject any or all bids received, to waive informalities to evaluate the bids submitted, and to accept the bid that best serves the interests of Yellowstone County.

Board of County Commissioners
Yellowstone County, Montana

Mark Morse
Chair

Attest:

Jeff Martin
Clerk and Recorder

- END OF RFP -

B.O.C.C Thursday Discussion

3. b.

Meeting Date: 04/23/2026

Title: Janitorial Services RFP

Submitted For: Matt Kessler, Purchasing Agent

Submitted By: Matt Kessler, Purchasing Agent

TOPIC:

Janitorial Services RFP

BACKGROUND:

Discuss janitorial services RFP for Courthouse, Cedar Hall, SO.

RECOMMENDED ACTION:

Discuss.
