

**CALL TO ARTISTS -
REQUEST FOR QUALIFICATIONS & PROPOSALS**

**AMERICAN INDIAN HALL
MONTANA STATE UNIVERSITY
Bozeman, Montana
AE No. 2018-02-03
MSU PPA No. 17-0190**



Campus Planning, Design & Construction
Montana State University
Physical Plant – 6th Avenue & Grant Street
PO Box 172760
Bozeman, MT 59717-2760

April 2019

I. PROJECT SUMMARY:

Montana State University (MSU) wishes to commission professional or emerging visual artists or artist teams to produce original art highlighting the following themes: Coming Home/Home Away from Home; Past, Present and Future; Sky and Earth; and Water and Fire. The artist is to create a site-specific art installation that is to be located within the site of the new American Indian Hall at Montana State University, Bozeman.

The following mediums will be considered, but not limited to; paint, tile, glass, metals, wood, lightweight relief, suspended art, digital, etc. However, the American Indian Hall will be a U.S. Green Building Council (USGBC) Leadership in Energy and Environmental Design (LEED) Platinum certified building. The aim of LEED is for designers, contractors, building owners, and operators to be environmentally responsible and use resources more efficiently. This certification should be considered when selecting mediums. LEED emphasizes the use of recycled materials, low-VOCs, and sustainable products.

II. PROJECT BACKGROUND

As Montana's first land grant institution, Montana State University was founded on a visionary idea – that access to higher education is critical to social and economic development – and that every student, regardless of background or finances, has the right to pursue and attain a college degree. Once at MSU, it is our continued responsibility to provide the resources and support to make sure our students stay and graduate.

Almost fifteen years ago, MSU launched an ambitious fundraising project to support construction of a campus home for our growing number of American Indian students. MSU expects to reach enrollment of over 1,000 American Indian Students in the near term, making our need for the student center critical.

The American Indian Hall will be a campus home for our native students, a place to share meals, as well as to meet with each other and with students from other backgrounds. A gathering space so students, staff, faculty and the public can come together to share the collective wisdom of their history, a place to speak openly and honestly, and a place to practice native traditions and culture. Additional rooms will house tutoring, counseling and mentoring, a kitchen, drum and ceremonial room, space for Elders to provide counsel, and of course, rooms for students to visit, study or work on projects.

American Indian Hall will be open to all students across the University and will host 3 classrooms ensuring that all MSU students have the opportunity to explore this unique building on campus. The new American Indian Hall will provide a dedicated space for interchange that will focus on education and will celebrate the unique diversity at Montana State University.

The people of Montana want to write a new chapter based on trust and understanding among groups with diverse interests and world views. To change the conversation, we must all be a part of it. The art within the American Indian Hall should advance these conversations and allow our native sons and daughters to spread their knowledge within and beyond their tribal

homelands, into the rest of the world. Our hope is that we can encourage students to pursue their dreams and to create a better future for their communities. We can communicate these goals through art.

Professional and emerging artists who are new to the field of public art are encouraged to apply.

III. PUBLIC ART DESIGN ELEMENTS

Artists are able to submit proposals for one or more installations. The maximum budget for each public art design and installation is:

Coming Home/Home Away from Home	\$20,000
Past, Present and Future	\$25,000
Sky and Earth	\$20,000
Water and Fire	\$40,000

These budgets are expected to include cost of materials, installation, transportation, and artist fees.

Coming Home/Home Away from Home:

Art that represents cultural elements important to American Indians. It needs to instill a sense of home, family, community, familiarity, comfort, longevity, support and the transfer of knowledge to younger generations.

Past, Present and Future:

The work should depict the history of natives, where they are culturally today, and what the possibilities are for the future. Inspiring young minds to think about their cultures in contemporary society and to strive for even greater opportunities.

Sky and Earth:

Represent the importance of these elements of land itself, air quality and their importance to everyday life of American Indian cultures in an outdoor application.

Water and Fire:

Represent the importance of life giving water and energy giving fire and their importance to everyday life of American Indian cultures in an interior application. This installation shall be coordinated with the structural and finish elements of the space and will likely require the installation to be fully designed and partially installed during the framing/dry-in phase of the project in the Summer of 2020.

There will be additional opportunities for art in AIH outside of these four themes, which will be pursued through a different selection process.

IV. SELECTION PROCESS

The American Indian Hall Public Art Subcommittee, representing diverse interests and expertise, will review the qualifications of applicants who respond to this request in the initial application phase. The panel will select semi-finalists based on credentials, prior work experience, and overall capacity to complete this project.

Each semi-finalist will be asked to provide details specific to the art installation(s) they are proposing. These will be submitted prior to an invitation to visit the University. Finalists will be given a stipend to cover the costs of travel and lodging. The Subcommittee will select one winner for each installation theme. Artists may be selected for more than one theme. The selected design must be approved by the Public Art Committee, the University Facilities Planning Board, and the President of the University before a contract will be executed. The artist or team whose design is approved will then enter into an agreement with MSU for fabrication and installation of the art installation.

This RFQ/P shall not commit the Owner to enter into any agreement, to pay any expenses incurred in preparation of any response to this request, or to procure or contract for any supplies, goods, or services. The Owner reserves the right to accept or reject any and all responses received as a result of this RFQ/P if it is in the Owner's best interest to do so.

This Procurement is governed by the laws of the State of Montana and venue for all legal proceedings shall be the First Judicial District, City of Helena, Lewis & Clark County.

By offering to perform services under this Procurement, all Proposers agree to be bound by the laws of the State of Montana, and including, but not limited to, applicable wage rates, payments, gross receipts taxes, building codes, equal opportunity employment practices, safety, etc.

The state of Montana makes reasonable accommodations for any known disability that may interfere with an applicant's ability to compete in the bidding and/or selection process. In order for the state to make such accommodations, applicants must make known any needed accommodation to the individual project managers or agency contacts listed in the contract documents. Persons using TDD may call the Montana Relay Service at 1-800-253-4091.

V. ELIGIBILITY / MINIMUM REQUIREMENTS

Professional or emerging/student artist or artist team 18 years of age and older residing in the North and South America and any United States Territories, regardless of race, color, national origin (ancestry) sex, sexual preference/orientation, gender identity, gender expression, transgender, marital or parental status, creed, religion or political beliefs, mental or physical disability, genetic information or status as a veteran.

Artists who are full-time staff, faculty or employees of Montana State University are not eligible to apply for the above specified commission. Artists serving on the American Indian Hall Public Art Subcommittee are not eligible to apply for the above specified commission.

The minimum artist requirements are:

1. Professional artist or student artist who is in their 3rd year of college or above.
2. This is a regional RFP open to artists over the age of 18 in North and South America and all United States Territories.
3. Ability to travel to Bozeman, Montana to complete the installation(s).

VI. SCHEDULE

The following is the intended timeline for the project. Dates are subject to change.

Announcement of RFQ/P:	April 17, 2019
Deadline for receipt of application materials:	May 10, 2019, 5pm MST
Review of qualifications & selection of semi-finalists:	May 24, 2019
Notifications to semi-finalists:	Week of May 27, 2019
Final proposals due:	June 28, 2019, 5pm MST
Proposal presentations and final selection:	Week of July 15, 2019
Project completion (deadlines for certain installations vary):	April 1, 2020 - June 1, 2021
Grand Opening:	August 1, 2021

VII. SUBMITTAL OF QUALIFICATIONS (ALL APPLICANTS DUE MAY 10, 2019)

For Individual Applicants:

1. Completed Application Form. If you would prefer to type the form, please include full legal name(s) and other professional name as applicable, mailing address, daytime phone, evening phone, email address, and web site (optional).
2. Signed letter of interest describing how this project relates to your past work and how you would approach the public art for this project.
3. Current CV/Resume highlighting experience with site-specific work, and public art commissions.
4. List of pending work assignments for 2019, 2020 and 2021.
5. Up to 10 digital images or video of previous work. Digital images and video should be submitted as JPGS or MOV files. Submit only "high" (300 dpi or above) quality jpgs (do not use gifs, tiffs or other formats.) Each file must be labeled with a number indicating viewing order, followed by the artist's last name (ex. 001_Taysom). The numbers must correspond to the accompanying image list.

6. Annotated Image List corresponding to submitted images/video that includes image number, title, medium, dimensions and date of work.
7. List of at least three (3) Professional References. Please include name, address, phone number and email address for each individual.

For Design Teams:

In addition to the above, please include:

- Work Samples should consist of up to 20 digital images or video of previous work. Please include artist's (or designer's) names associated with each work on the corresponding image file.
- CV/Resume for each member of the team.

Scoring Criteria:

- Artist has completed at least one installation with a budget >\$5,000. 5pts
- Artist has previous work experience in creating culturally focused public art. 5pts
- Artist has demonstrated a clear understanding of the unique characteristics of the project. 5pts
- Artist has the ability to integrate with architects, building and environmental design. 5pts
- Artist has demonstrated knowledge of the American Indian community and a willingness to research the themes of the individual installations. 10pts

IX. SUBMITTAL OF PROPOSALS (SEMI-FINALISTS ONLY DUE JUNE 28, 2019)

The semi-finalist shall submit the following for consideration by the Selection Committee for each art installation selected:

1. A narrative describing the following:
 - a. The philosophy behind the proposed art installation;
 - b. Its location within the building or site;
 - c. The materials that will be used to create the installation;
 - d. The installation's relative size; and
 - e. How it will be installed.
2. Images of the proposed art installation.
3. Budget for the proposed art installation.

X. SUBMITTAL PROCESS

Applicants are required to email all materials (contact info below). If attachments are larger than 10MB, please use DropBox to share a link in your email. It is suggested you request a read receipt when you send the email.

**An electronic PDF copy may be emailed prior to the closing time to
Alissa.taysom@montana.edu.**

ALL QUESTIONS AND CONTACTS REGARDING THIS RFQ/P MUST BE SUBMITTED IN WRITING OR EMAIL NO LATER THAN April 30, 2019, TO:

alissa.taysom@montana.edu
Campus Planning, Design and Construction
Montana State University
P.O. Box 172760
Bozeman, MT 59718

CLAIMS FOR TRADE SECRET AND/OR CONFIDENTIALITY:

Public agencies in Montana are required by Montana law to permit the public to examine documents that are kept or maintained by public agencies, other than those legitimately meeting the provisions of Montana's Uniform Trade Secrets Act, Mont. Code Ann. §§ 30-14-401, et seq., and that the State is required to review claims of trade secret confidentiality.

Information separated out under this process will be available for review only by the procurement officer, the evaluator/evaluation committee members, and limited other designees. Offerors shall pay all of its legal costs and related fees and expenses associated with defending a claim for confidentiality should another party submit a "right to know" (open records) request.

For a claim of confidentiality to be considered by a public agency, all trade secret confidentiality information must be segregated and be accompanied by the Trade Secret Confidentiality Affidavit available <http://vendorresources.mt.gov/VendorForms>. This affidavit must be fully completed and submitted to the State along with the RFQ/P, and the following conditions must be met:

- a) Confidential information (including any provided in electronic media) to be withheld under a claim of confidentiality must be clearly marked and separated from the rest of the qualifications or proposal;
- b) The qualification or proposal may not contain trade secret matter or confidential information related to the cost or price; and,
- c) A full explanation of the validity of this trade secret claim attached to the affidavit.

XI. PRESENTATIONS AND INTERVIEWS

Presentations and interviews of the finalists selected the week of May 27, 2019 are scheduled for July 15 and 16, 2019, at Montana State University, Bozeman. Each artist or artist team will be notified of the specific time for their interview. Interviews are anticipated to be approximately 45 minutes in length and will be treated as a conversational question and answer session between the artist and the Subcommittee representatives. Artists will not be required to create a presentation. Interview schedule order will be determined by random drawing.

XII. FORM OF AGREEMENT

The Owner will use a Contracted Services Agreement to contract with the artist. A sample contract is attached to this RFQ/P and may be subject to modification.

The Owner reserves the right to negotiate all terms in the final contract, including but not limited to any terms or conditions, which are in the best interests of the Owner considering cost effectiveness and the level of time and effort required for the Project. Negotiated changes must be (1) within the general scope of work described herein, (2) unlikely to affect the field of competition under this RFQ/P, and (3) unlikely to substantially affect pricing of the proposed art installation in the evaluation process.

It is the Owner's right to NOT PROCEED beyond each of the design phase reviews until budget reconciliation has been achieved between the Owner, and Artist.

The artist agrees to abide by the prevailing wage rates for Building Construction in the State of Montana: [http://erd.dli.mt.gov/Portals/54/Documents/Labor-Standards/BC%20Final%202019\(a\).pdf?ver=2019-03-21-115200-063](http://erd.dli.mt.gov/Portals/54/Documents/Labor-Standards/BC%20Final%202019(a).pdf?ver=2019-03-21-115200-063)

XIII. ATTACHMENTS

The following attachments are incorporated in this RFQ/P:

- Attachment A: Application Form
- Attachment B: Schematic Drawings of AIH
- Attachment C: Sample Contracted Services Agreement

END OF RFQ/P

ATTACHMENT A: APPLICATION FORM
AMERICAN INDIAN HALL PUBLIC ART
MONTANA STATE UNIVERSITY
Bozeman, Montana
AE No. 2018-02-03
MSU PPA No. 17-0190

Please complete this form and include with the submission of application materials.

Applicant Name(s): _____

Mailing Address: _____

City: _____ State: _____ Zip/Postal Code: _____

Phone: _____ Cell/Mobile (optional): _____

Email address: _____

Website (optional): _____

Which design elements are you submitting for (you may select more than one element):

- | | |
|--|---|
| <input type="checkbox"/> Coming Home | <input type="checkbox"/> Water and Fire |
| <input type="checkbox"/> Sky and Earth | <input type="checkbox"/> Past, Present and Future |

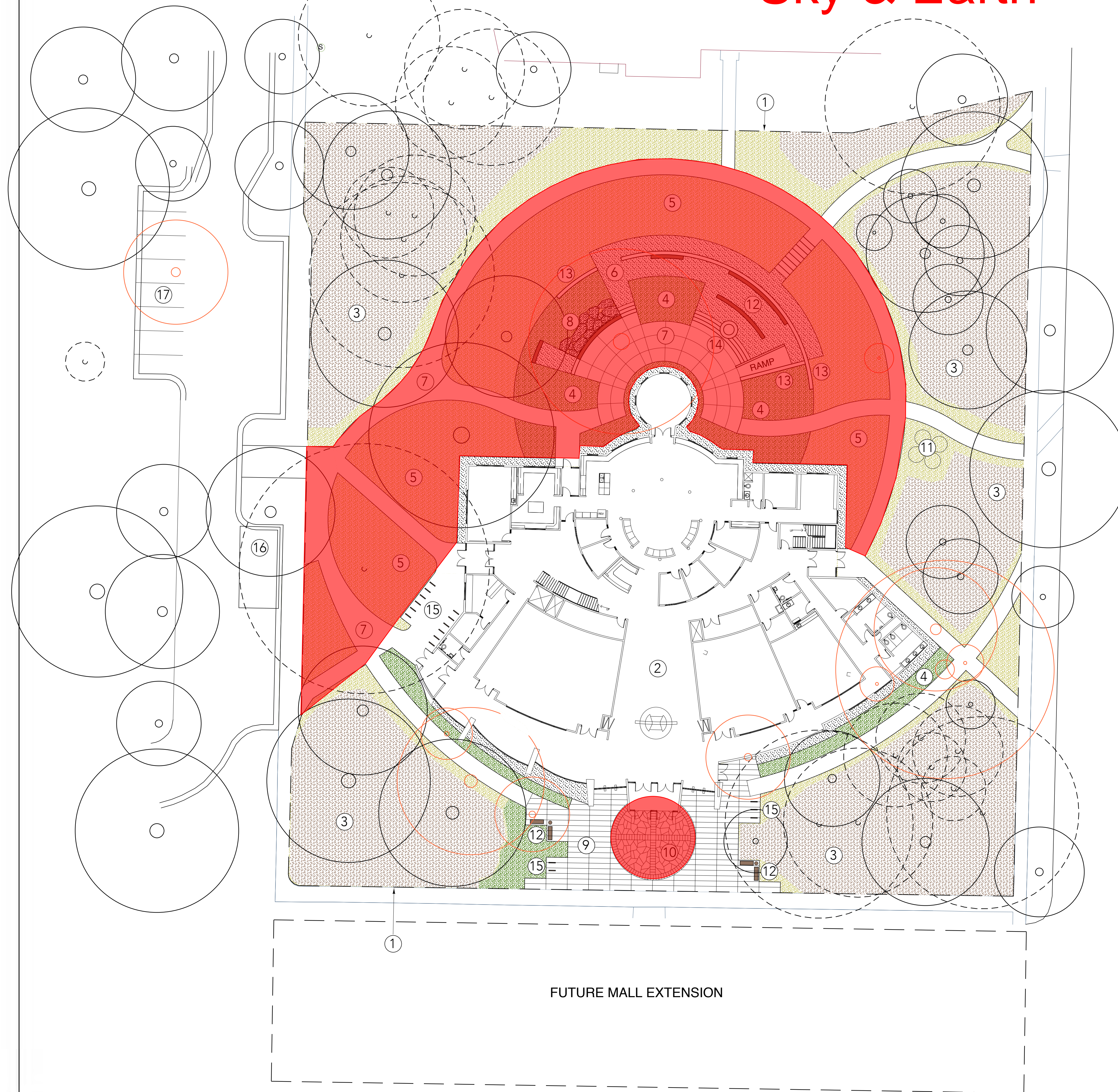
Required* Application Items for RFQ:

- | | |
|---|--|
| <input type="checkbox"/> Application Form | <input type="checkbox"/> CV/Resume |
| <input type="checkbox"/> Letter of Interest | <input type="checkbox"/> Up to 10 images/videos (up to 20 for teams) |
| <input type="checkbox"/> Annotated Image List | <input type="checkbox"/> Three (3) Professional References |

*Note: Applications received without **all** of the required items will be considered nonresponsive.

ATTACHMENT B: SCHEMATIC DRAWINGS OF AIH

Attachment B Sky & Earth



LEGEND

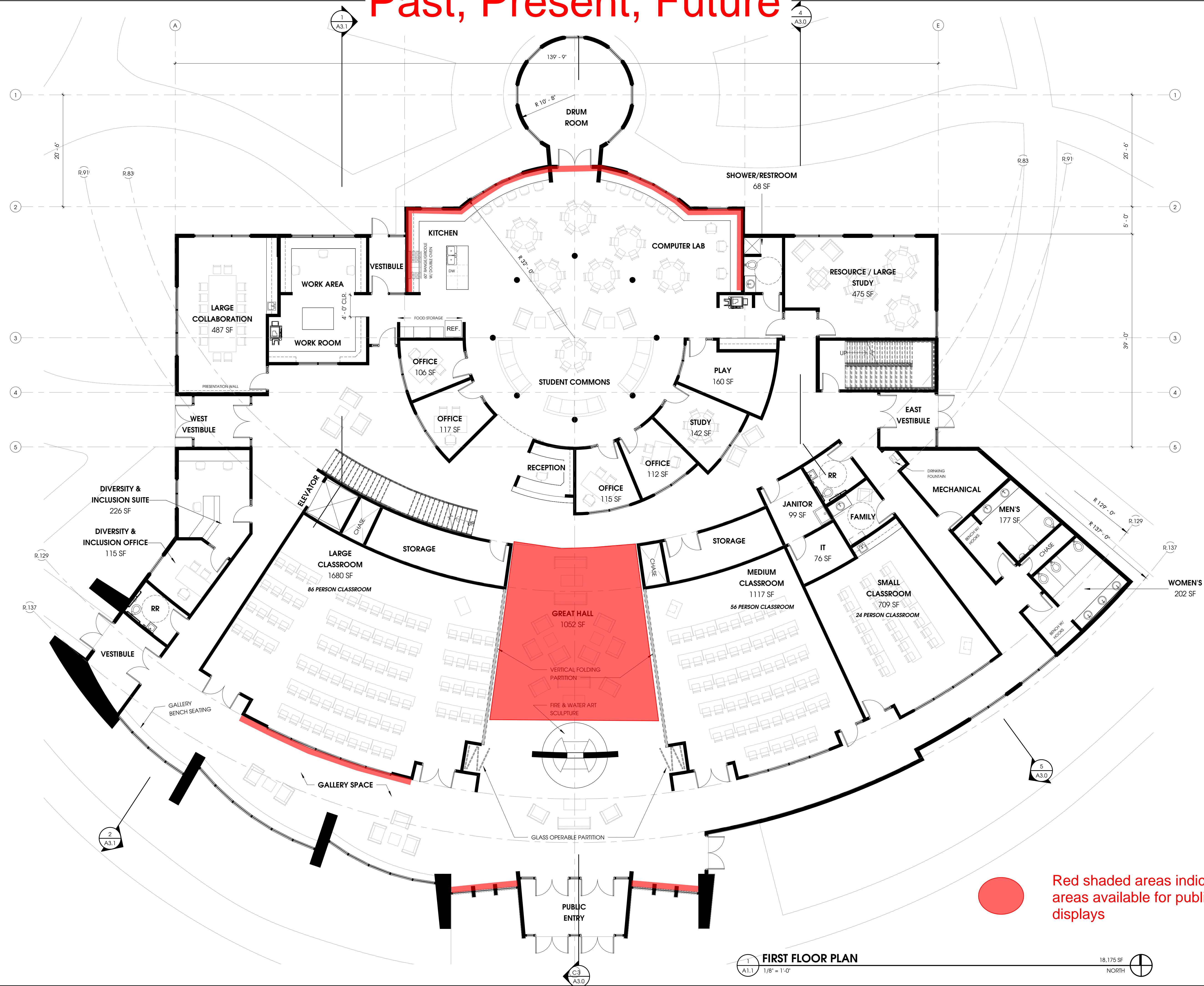
- ① LEED BOUNDARY (77,885 SF)
- ② BUILDING AREA (18,290 SF)
- ③ NON-DISTURBED AREA (23,800 SF)
- ④ SHRUBS / GROUNDCOVER (4,077 SF)
- ⑤ NATIVE GRASS (12,351 SF)
- ⑥ GRAVEL (3,227 SF)
- ⑦ CONCRETE WALKS / PLAZA (15,962 SF)
- ⑧ FLATWILLOW BOULDERS (178 SF)
- ⑨ FORECOURT PLAZA
- ⑩ SYMBOLIC STONE INLAY
- ⑪ RAIN HARVEST CISTERNS
- ⑫ CUSTOM BENCH SEATING
- ⑬ STONE VENEERED WALLS (143 LF)
- ⑭ STONE FIRE PIT
- ⑮ BIKE RACKS (17 TOTAL)
- ⑯ TRASH CONTAINER
- ⑰ NEW PARKING SPACES
- TREES TO BE REMOVED
- FIR TREES TO REMAIN
- DECIDUOUS TREES TO REMAIN

Red shaded areas indicate areas available for public art displays

0 20 40 60

DESIGN.5
landscape architecture

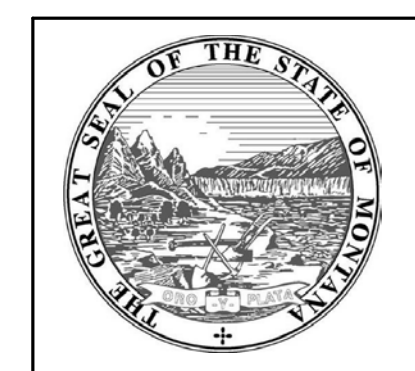
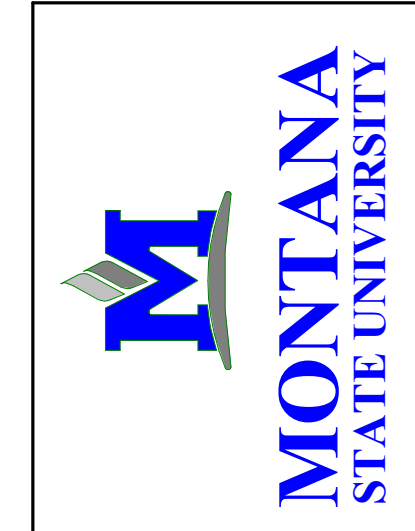
Past, Present, Future



Red shaded areas indicate areas available for public art displays

FIRST FLOOR PLAN
1/8" = 1'-0"

18,175 SF
NORTH



MSU-CPDC
MONTANA STATE UNIVERSITY
BOZEMAN, MONTANA
PHONE: 406.994.5413
FAX: 406.994.5665

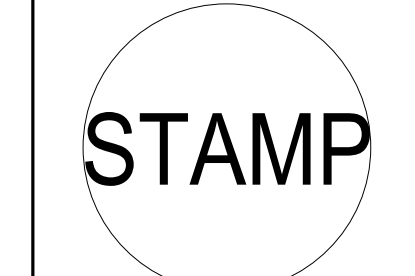
AMERICAN INDIAN HALL

SCHEMATIC DESIGN



DRAWN BY: Author
REVIEWED BY: Checker

REV.	DESCRIPTION	DATE



PPA#17-0190

A/E#18-02-03

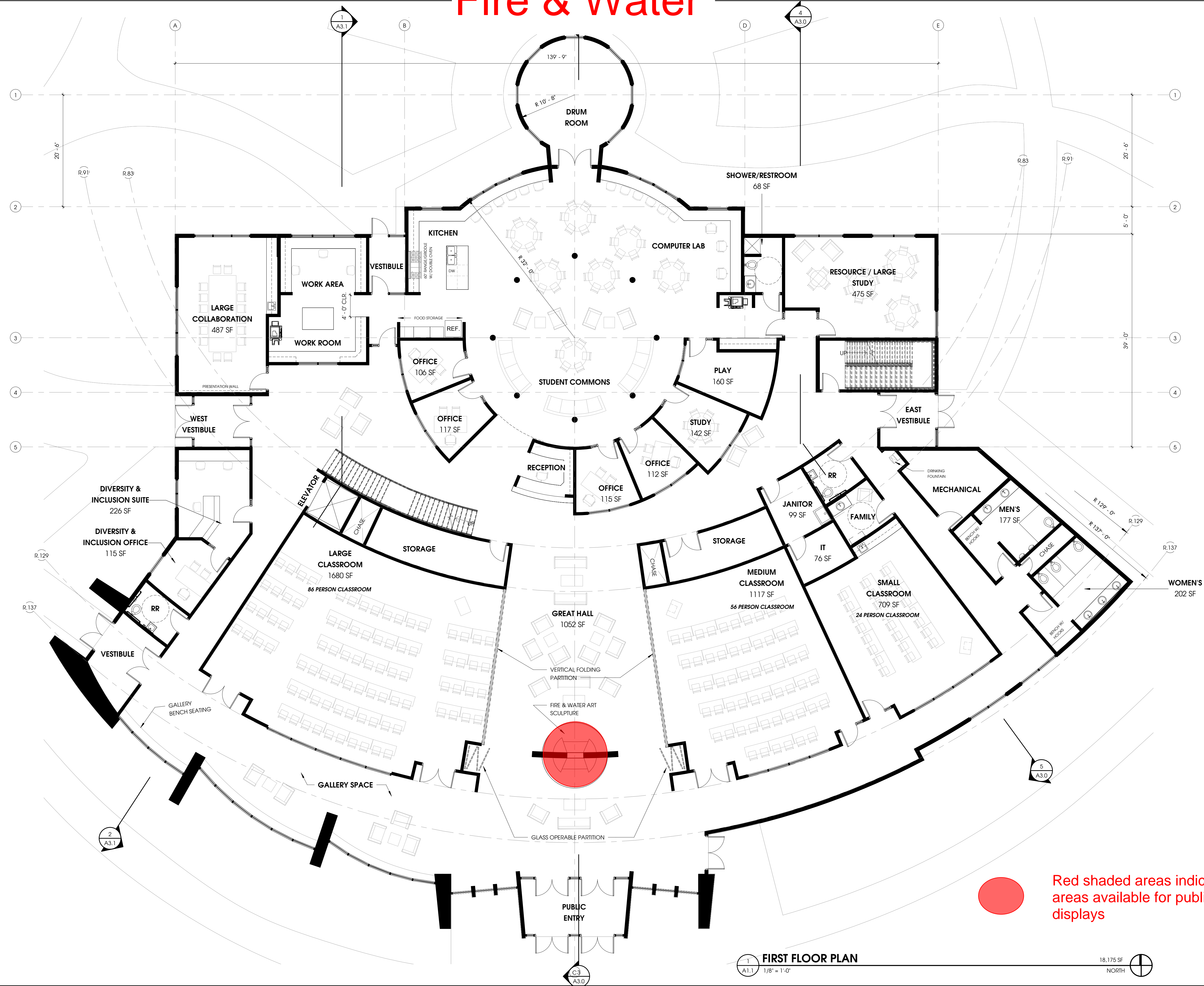
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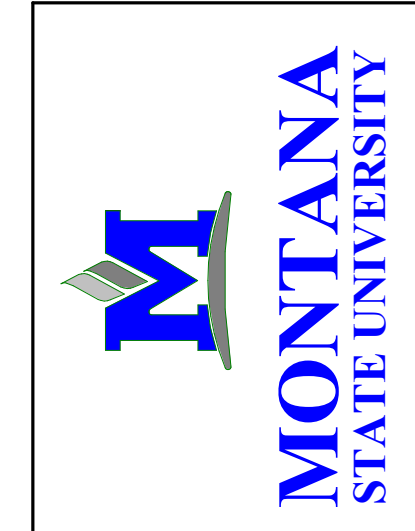
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3.5.2019

Fire & Water



FIRST FLOOR PLAN
1/8" = 1'-0"

18,175 SF
NORTH



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MONTANA STATE UNIVERSITY
BOZEMAN, MONTANA
PHONE: 406.994.5413
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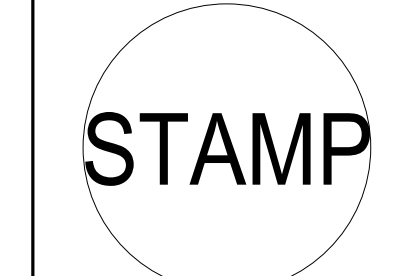
AMERICAN INDIAN HALL

SCHEMATIC DESIGN



DRAWN BY: Author
REVIEWED BY: Checker

REV.	DESCRIPTION	DATE



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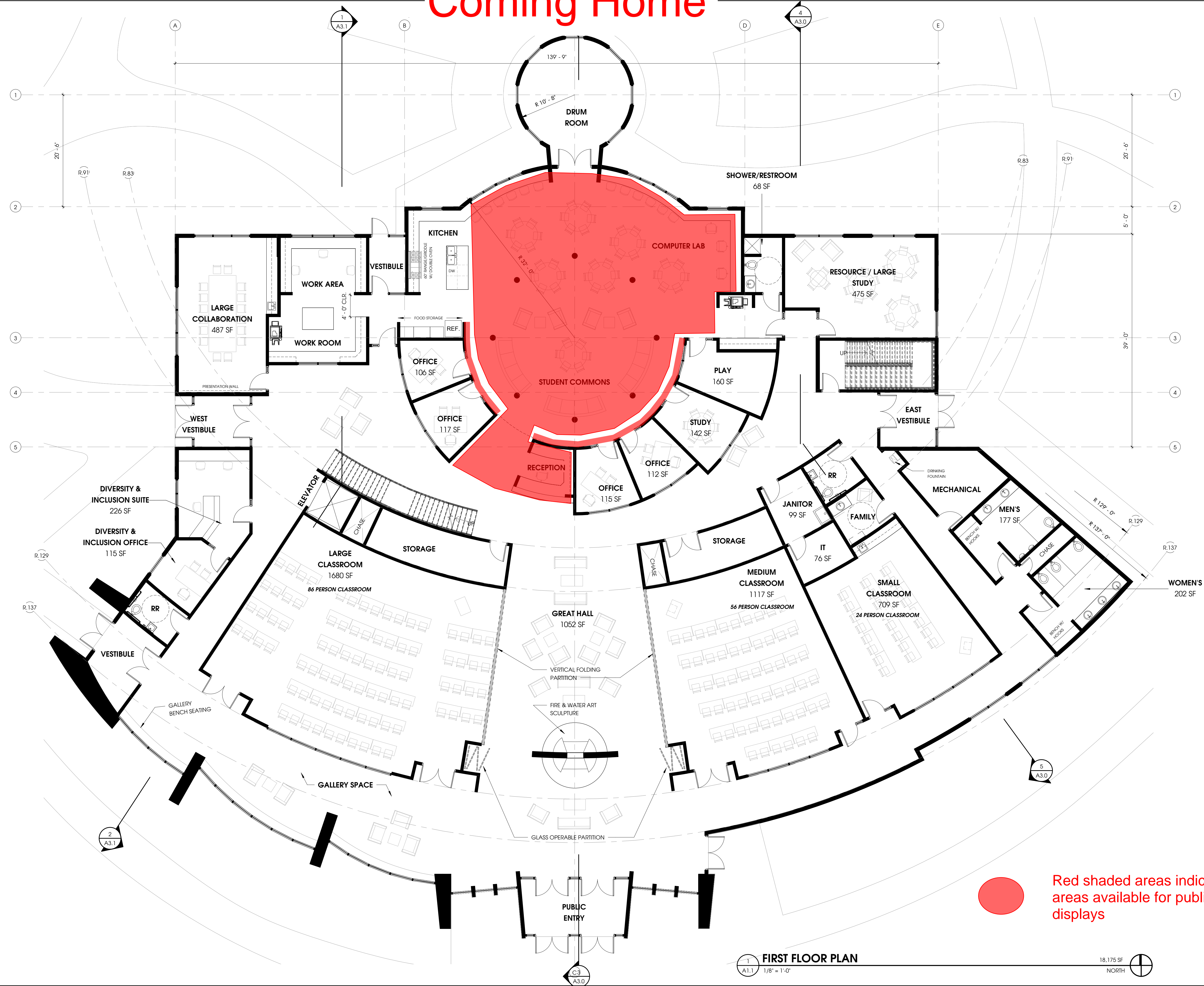
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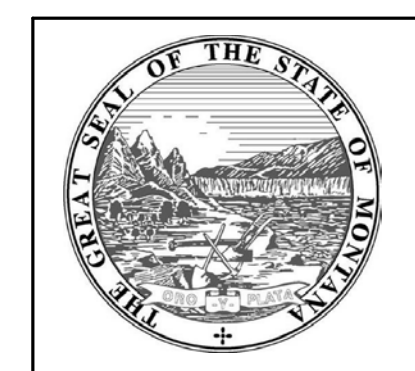
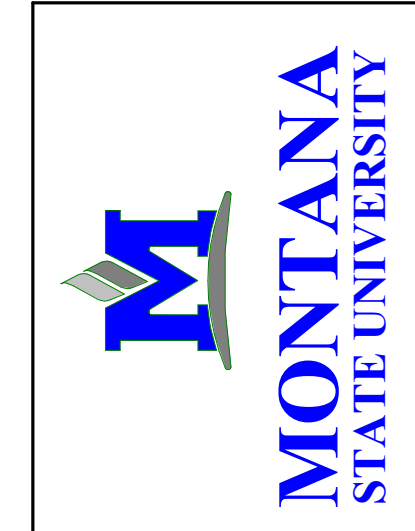
Coming Home



Red shaded areas indicate areas available for public art displays

FIRST FLOOR PLAN
1/8" = 1'-0"

18,175 SF
NORTH



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AMERICAN INDIAN HALL

SCHEMATIC DESIGN



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STAMP

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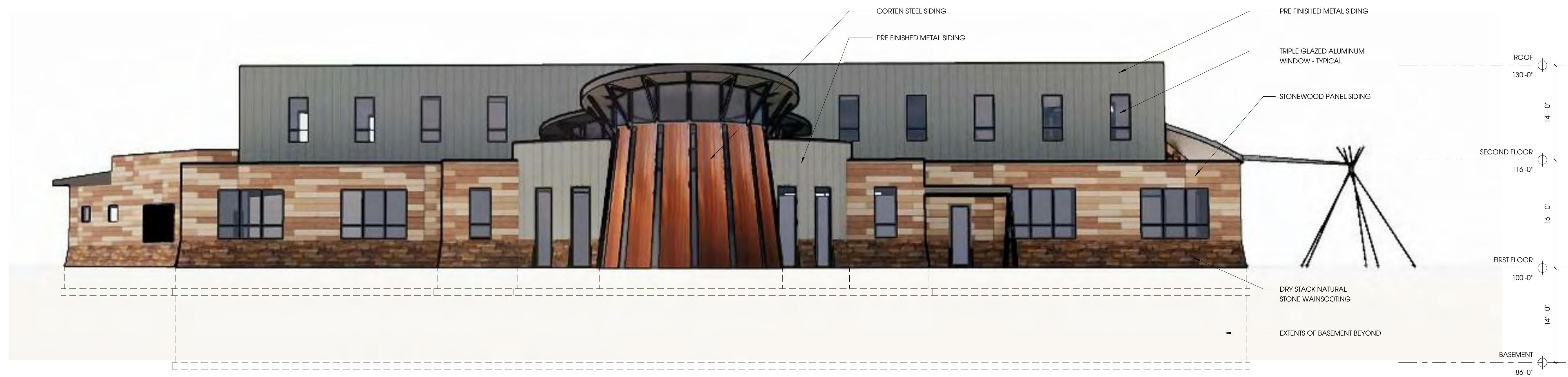
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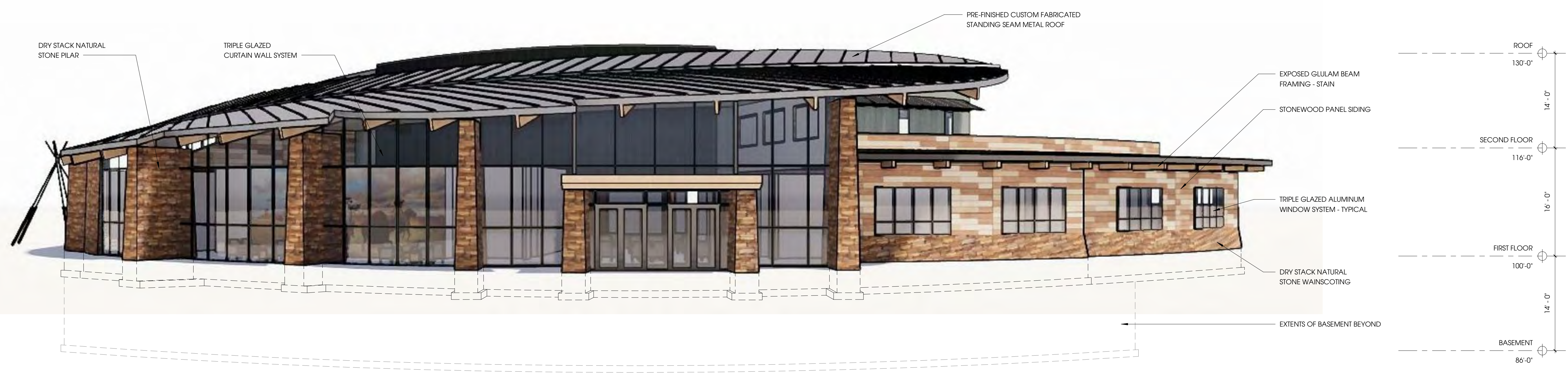
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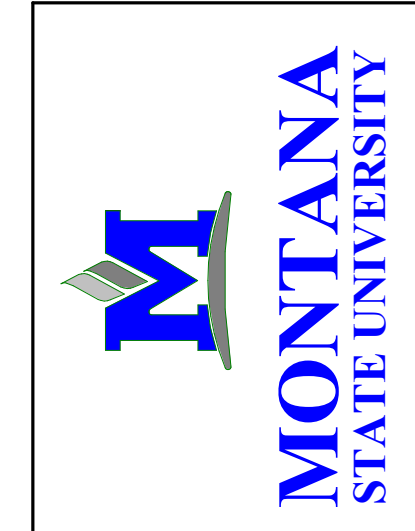
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1 NORTH ELEVATION
A2.0 1/8" = 1'-0"



2 SOUTH ELEVATION
A2.0 1/8" = 1'-0"

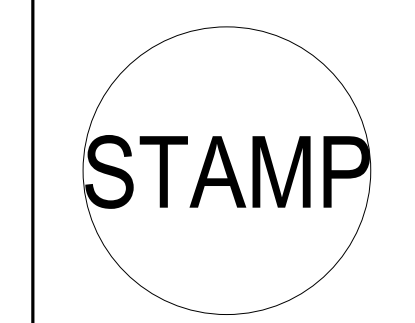


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SCHEMATIC DESIGN
AMERICAN INDIAN HALL



DRAWN BY: T1		
REVIEWED BY: T1		
REV.	DESCRIPTION	DATE



PPA#17-0190
A/E#18-02-03

1805

SHEET TITLE
EXTERIOR ELEVATIONS

SHEET
A2.0

DATE
3.5.2019

AMERICAN INDIAN HALL

SCHEMATIC DESIGN

REV.	DESCRIPTION	DATE

STAMP

PPA#17-0190

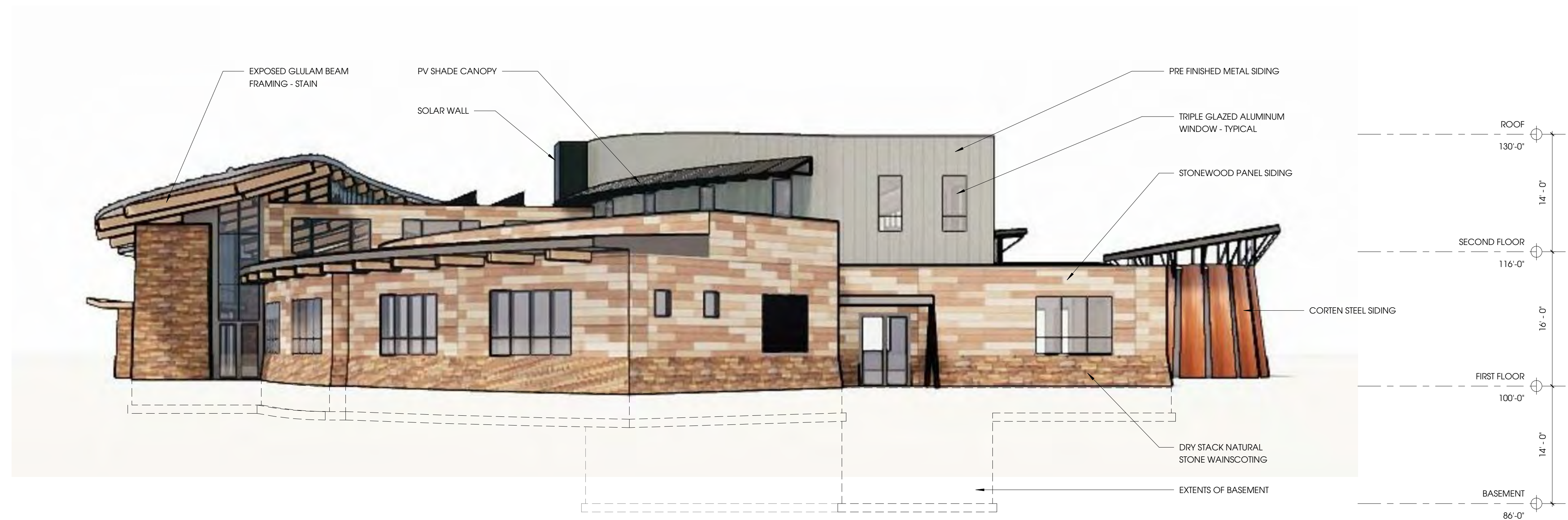
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1805

SHEET TITLE
 EXTERIOR ELEVATIONS

SHEET
A2.1

DATE
 3.5.2019



1 EAST ELEVATION
 A2.1 1/8" = 1'-0"



2 WEST ELEVATION
 A2.1 1/8" = 1'-0"



PERSPECTIVE VIEW - SOUTH WEST



PERSPECTIVE VIEW - WEST



PERSPECTIVE VIEW - NORTH WEST BIRDS EYE



PERSPECTIVE VIEW - SOUTH WEST BIRDS EYE



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**AMERICAN
INDIAN HALL**

SCHEMATIC DESIGN



DRAWN BY: **Author**
REVIEWED BY: **Checker**

REV.	DESCRIPTION	DATE

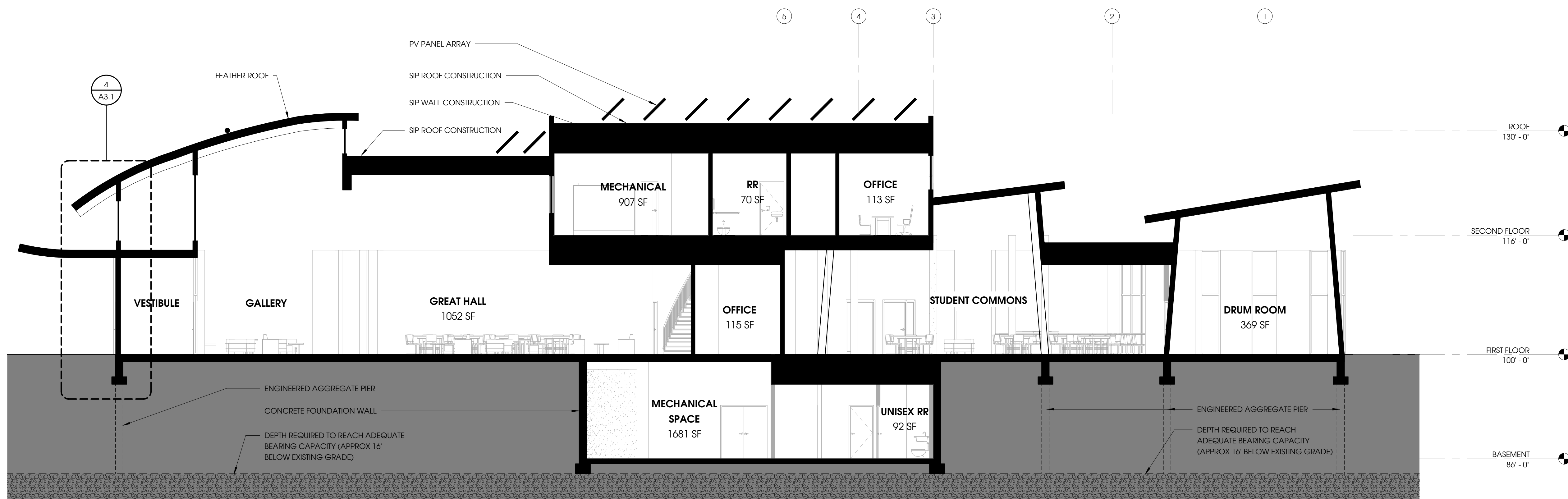
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A/E#18-02-03
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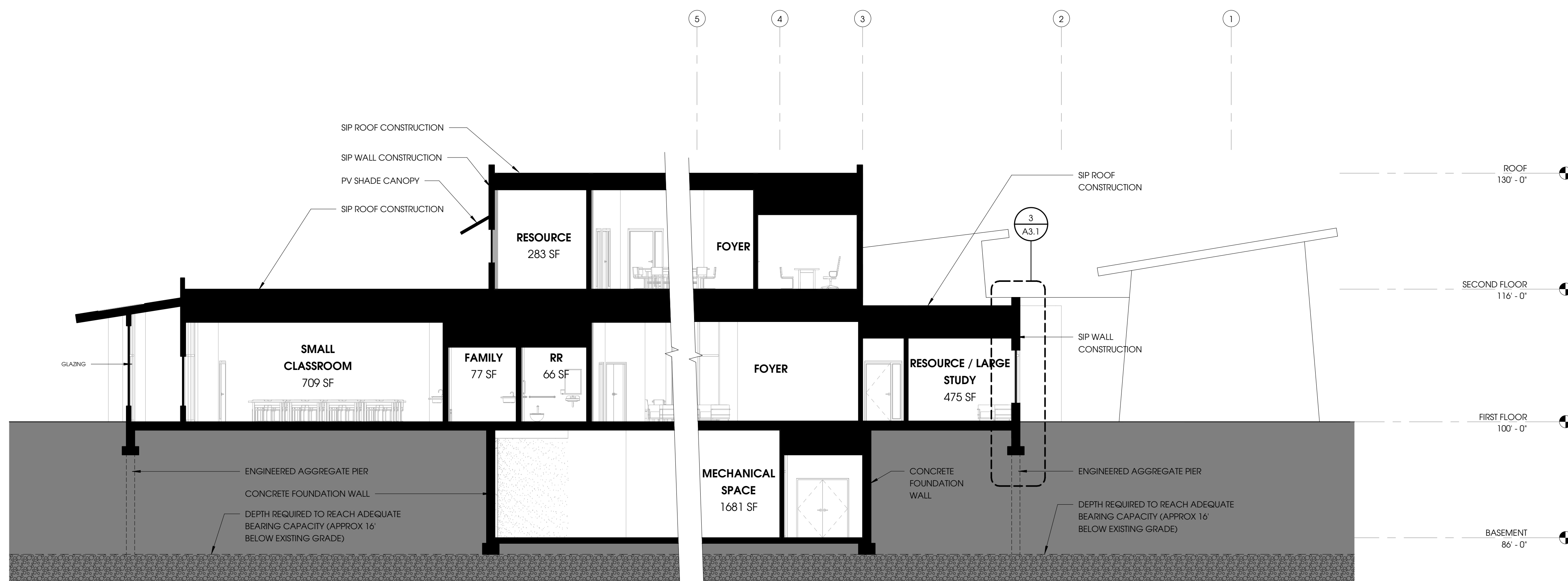
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EXTERIOR
PERSPECTIVES

SHEET
A2.2

DATE
3.5.2019

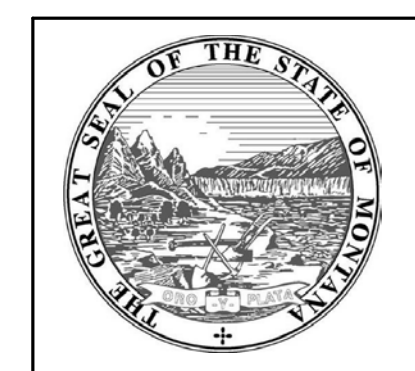
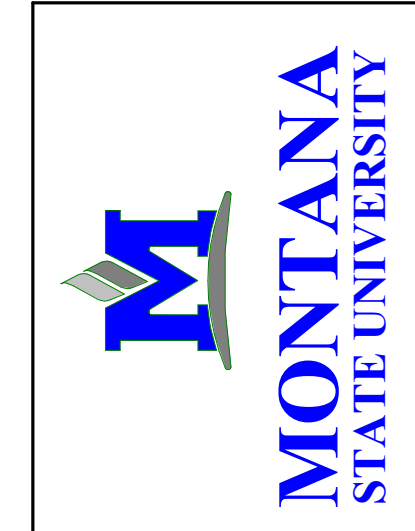


BUILDING SECTION 2
 3
 A3.0 1/8" = 1'-0"



BUILDING SECTION 3A
 4
 A3.0 1/8" = 1'-0"

BUILDING SECTION 3B
 5
 A3.0 1/8" = 1'-0"



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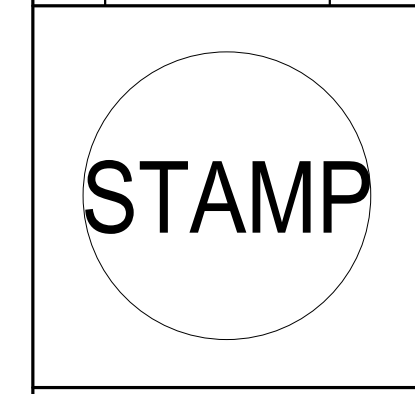
SCHEMATIC DESIGN

AMERICAN INDIAN HALL



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 REVIEWED BY: Checker

REV.	DESCRIPTION	DATE



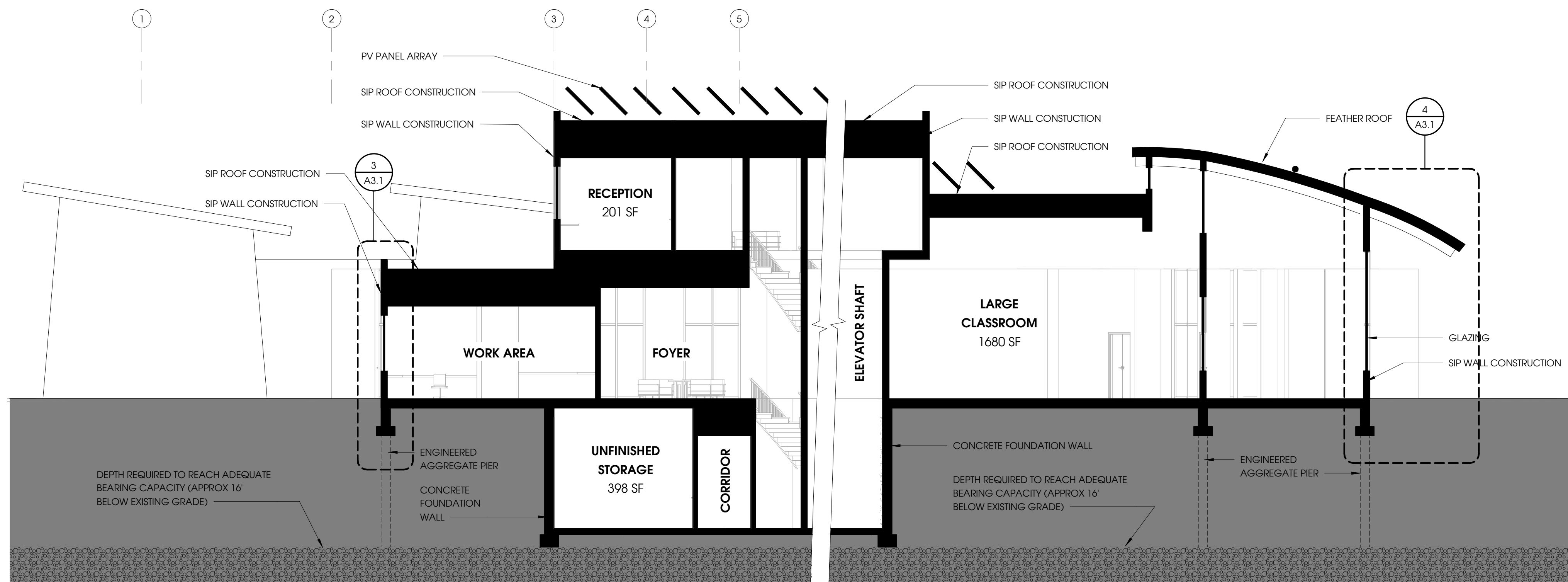
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1805

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SHEET
A3.0

DATE
 3.5.2019

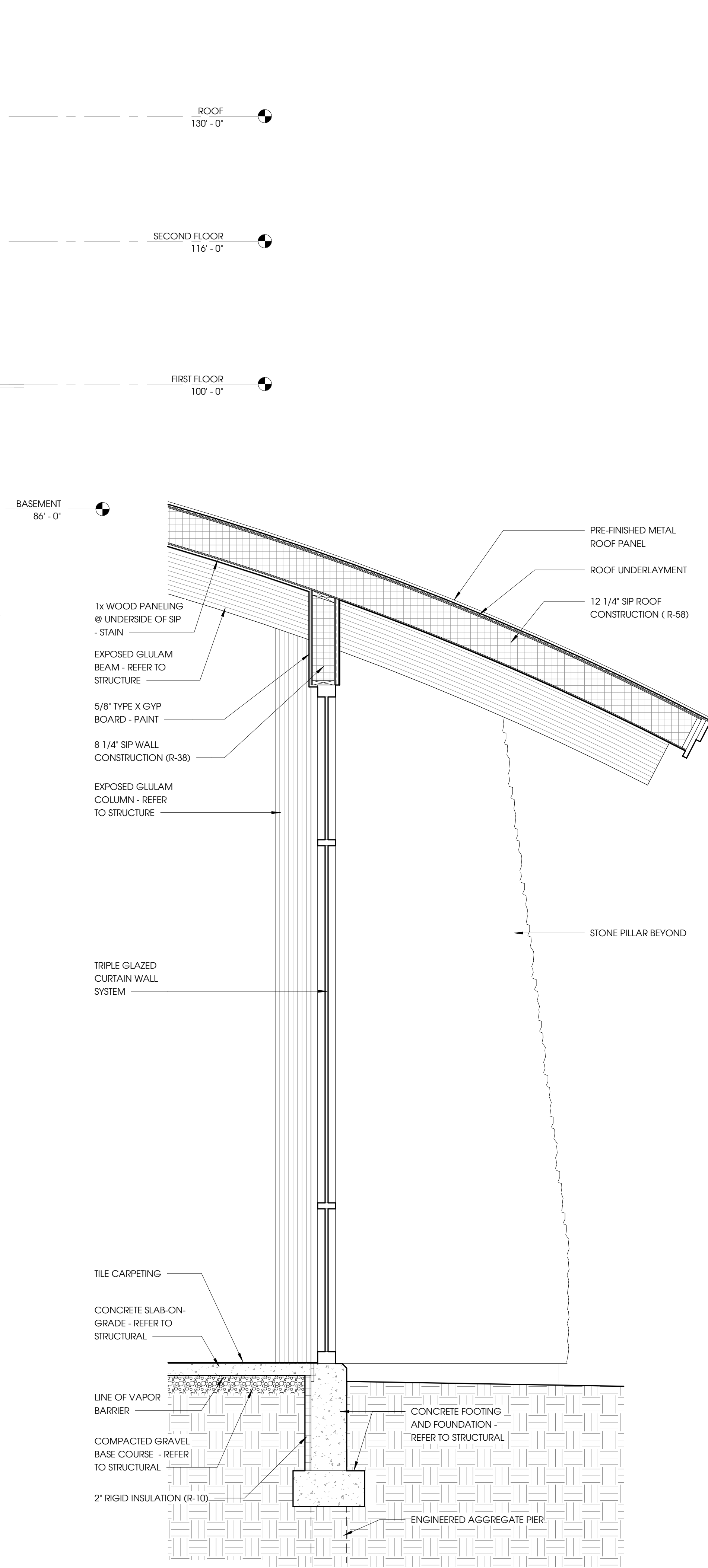


1 BUILDING SECTION 1A

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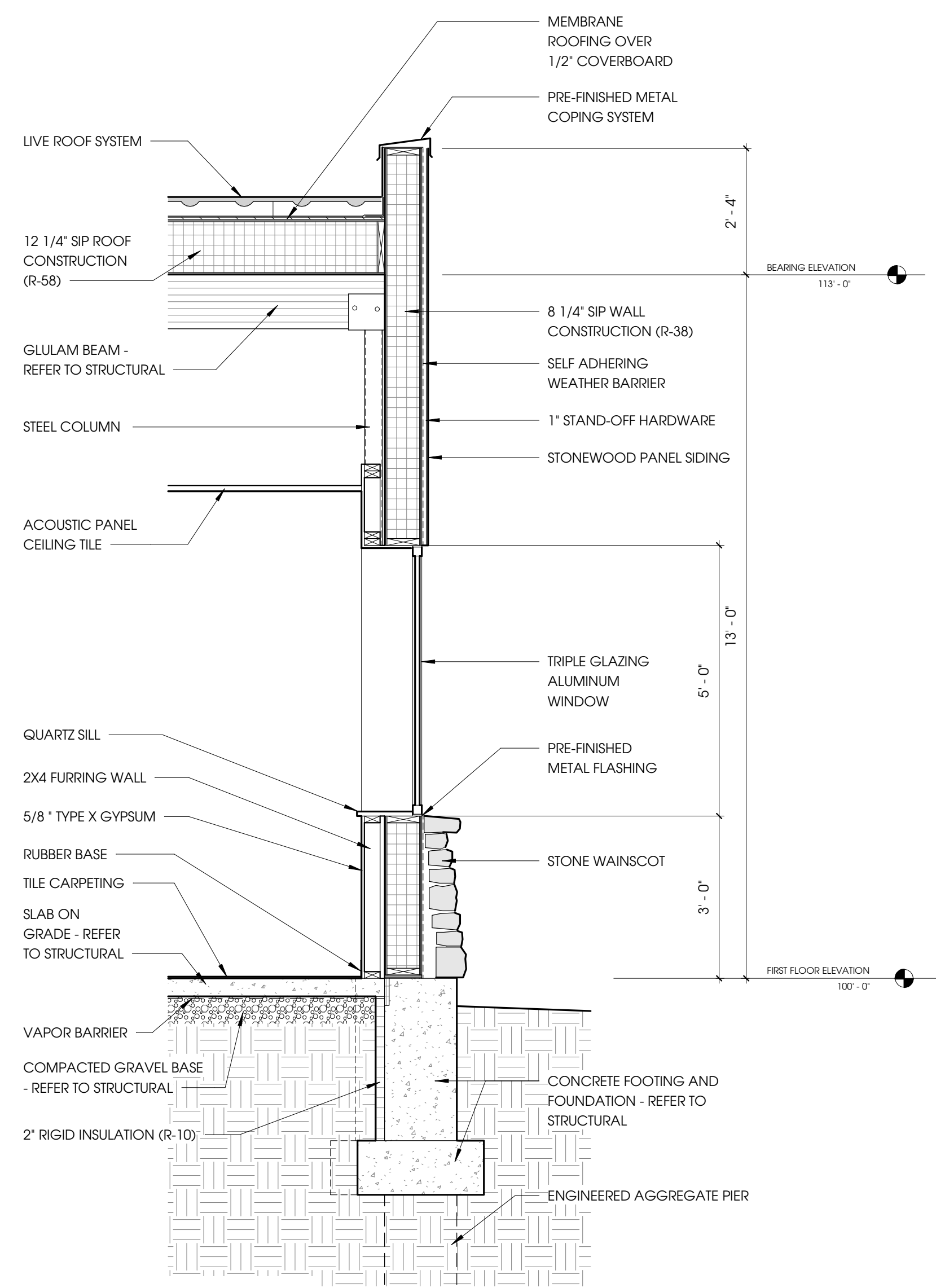
2 BUILDING SECTION 1B

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4 WALL SECTION 2

A3.1 1/2" = 1'-0"



3 WALL SECTION 1

A3.1 1/2" = 1'-0"



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AMERICAN INDIAN HALL

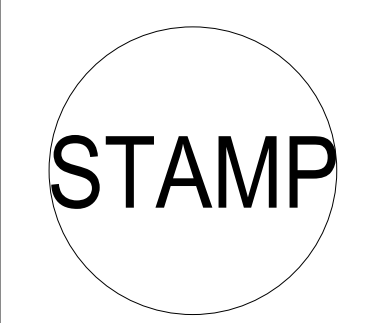
SCHEMATIC DESIGN



DRAWN BY: **Author**

REVIEWED BY: **Checker**

REV.	DESCRIPTION	DATE



PPA#17-0190

A/E#18-02-03

1805

SHEET TITLE
BUILDING SECTIONS AND WALL SECTIONS

A3.1

DATE
3.5.2019

ATTACHMENT C: SAMPLE CONTRACTED SERVICES AGREEMENT

**Contracted Services Agreement
Between
Montana State University
And
Insert Contractor's Name Here**

A. PARTIES

THIS CONTRACT is entered into between Montana State University, (**insert Department Name**), herein referred to as "MSU", and (**insert Contractor's name**), hereinafter referred to as the "Contractor".

Contractor Information:

Name:
Address:
Phone #:
Email:
Point of Contact:

*Note: 1) Contractor must provide a signed **W9** provided before payment will be processed. If Contractor is a Non-Resident Alien, payment is subject to withholding in accordance with IRS 1042 reporting requirements and Contractor shall request instructions for Non-Resident Alien tax withholding. Non-Resident Alien: **YES** or **NO** .*

2) If Contractor is an individual, he/she must qualify as an Independent Contractor which is verified by Contractor completing and signing an Independent Contractor's Checklist (PD52).

MSU Information:

Name:
Address:
Phone #:
Point of Contact:
Email:
Index Number:

1. **Purpose:** The purpose of this Contract is to (**insert purpose**).

(Effective Date should either be upon contract execution to start immediately or on a specified date)

2. **Effective Date and Duration:** This Contract shall take effect on (**insert date**), 20(), (**or upon contract execution**) and terminate on (**insert date**), 20(), unless terminated earlier in accordance with the terms of this Contract. (Section 18-4-313, MCA)

(Include the following if opting for a renewable Contract. If Total Contract Value for initial year and renewal options exceeds \$25,000, Contract Procurement Services.)

This Contract may, upon agreement between the parties and according to the terms of the existing Contract, be renewed in one-year intervals, or any interval that is advantageous to the University. This Contract, including any renewals, may not exceed a total of (**insert number – maximum of 7**) years. The Contractor shall commence performance upon receipt of a signed and fully executed contract from MSU. The Contractor shall complete performance to the satisfaction of MSU no later than (**insert date**).

3. **Services:** The Contractor agrees to perform the following services: (**insert detailed description of services to be provided or refer to the Statement of Work – Attachment # 1**).

4. Consideration: MSU agrees to pay Contractor the sum of \$ **(insert \$ value)** for satisfactory completion and acceptance of the contracted service. All payment terms will be computed from the date of delivery of supplies or services OR receipt of a properly executed invoice, whichever is later. Unless otherwise noted, the University is allowed 30 days to pay such invoices. All Contractors may be required to provide banking information at the time of Contract execution to facilitate University electronic funds transfer payments. MSU agrees to pay **this amount as follows:**

NOTE: If CSA includes travel reimbursement, Contact Procurement Services to obtain Attachment B Contractor Travel Reimbursement Guidelines to attach to CSA. Whenever possible, any travel costs should be included in vendor's bid and not a separate expense.

5. RESERVED

6. Relationship of the Parties: It is mutually agreed that Contractor is an independent contractor and not an employee of MSU for purposes of this Contract. It is understood that the Contractor is not subject to the supervision and control of MSU, nor is the Contractor carrying out the regular business of MSU. Each of the parties will be solely and entirely responsible for its own acts and/or the acts of its employees or agents. No benefits provided by MSU to its employees, including unemployment and workers' compensation insurance, will be provided to the Contractor or his/her/its employees.

7. Ownership and Publication of Materials: All material and other information generated under this contract shall be the sole property of MSU.

8. Access to Records: The Contractor shall adequately account for and maintain reasonable records for his/her/its performance and allow access to these records by MSU, the Legislative Auditor and/or the Legislative Fiscal Analyst as may be necessary for audit purposes and in determining compliance with the terms of this Contract.

The Contractor shall submit a record of expenditures incurred for the performance and completion of this Contract. MSU may verify all expenditure receipts and disburse funds in an amount equal to the approved expenditures.

All records pertaining to this contract must be retained by the Contractor for a period of five years from the completion date of this Contract. If any litigation, claim or audit is started before the expiration of the five-year period, the records must be retained until the litigation, claim or audit findings have been resolved.

NOTE: Section 9 needs to be tailored to the project. Contact Procurement Services at 994-3211 or Safety & Risk Management for assistance at 994-2711.

9. Required Insurance:

9.1 General Requirements. The Contractor shall maintain for the duration of this Contract, at its cost and expense, insurance against claims for injuries to persons or damages to property, including contractual liability, which may arise from or about the performance of the work by the Contractor, agents, employees, representatives, assigns, or subcontractors. This insurance shall cover such claims as may be caused by any negligent act or omission.

9.2 Primary Insurance. The Contractor's insurance coverage shall be primary insurance as respect to the University, its officers, officials, employees, and volunteers and shall apply separately to each project or location. Any insurance or self-insurance maintained by the University, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

9.3 Specific Requirements for Commercial General Liability. The Contractor shall purchase and maintain occurrence coverage with combined single limits for bodily injury, personal injury, and property damage of \$1,000,000 per occurrence and \$2,000,000 aggregate per year to cover such claims as may be caused by any act, omission, or negligence of the Contractor or its officers, agents, representatives, assigns or subcontractors.

9.4 Additional Insured Status. The University, its officers, officials, employees, and volunteers are to be covered and listed as additional insureds; for liability arising out of activities performed by or on behalf of the Contractor, including the insured's general supervision of the Contractor; products and completed operations; premises owned, leased, occupied, or used.

9.5 Specific Requirements for Automobile Liability. The Contractor shall purchase and maintain coverage with split limits of \$500,000 per person (personal injury), \$1,000,000 per accident occurrence (personal injury), and \$100,000 per accident occurrence (property damage), OR combined single limits of \$1,000,000 per occurrence to cover such claims as may be caused by any act, omission, or negligence of the Contractor or its officers, agents, representatives, assigns or subcontractors.

9.6 Additional Insured Status. The University, its officers, officials, employees, and volunteers are to be covered and listed as additional insureds for automobiles leased, hired, or borrowed by the Contractor.

9.7 Deductibles and Self-Insured Retentions. Any deductible or self-insured retention must be declared to and approved by the University. At the request of the agency either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the University, its officers, officials, employees, or volunteers; or (2) at the expense of the Contractor, the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claims administration, and defense expenses.

9.8 Certificate of Insurance/Endorsements: A certificate of insurance from an insurer with a Best's rating of no less than A- indicating compliance with the required coverages, has been received by the MSU party listed in Section A above. The Contractor must notify the University immediately, of any material change in insurance coverage, such as changes in limits, coverages, change in status of policy, etc. The University reserves the right to require complete copies of insurance policies always.

10. Compliance with the Workers' Compensation Act: Contractors shall comply with the provisions of the Montana Workers' Compensation Act while performing work for the State of Montana in accordance with sections 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 the Contractor nor its employees are University employees. This insurance / exemption must be valid for the entire term of this Contract. A renewal document must be sent to the responsible party listed in Section 1 above, upon expiration.

11. Registration with the Secretary of State: Any business intending to transact business in Montana must register with the Secretary of State. Businesses that are incorporated in another state or country, but which are conducting activity in Montana, must determine whether they are transacting business in Montana in accordance with 35-1-1026 and 35-8-1001, MCA. Such businesses may want to obtain the guidance of their attorney or accountant to determine whether their activity is considered transacting business.

If businesses determine that they are transacting business in Montana, they must register with the Secretary of State and obtain a certificate of authority to demonstrate that they are in good standing in Montana. To obtain registration materials, call the Office of the Secretary of State at (406) 444-3665, or visit their website at <http://sos.mt.gov>.

12. Indemnification: The Contractor agrees to defend, indemnify and hold MSU harmless from all losses and claims that may result to MSU because of the activity of the Contractor, his/her/its agents and/or employees.

13. Non-discrimination: The Contractor agrees that under Section 49-3-207, Montana Code Annotated, and the federal civil rights acts, no part of this Contract shall be performed in a manner which illegally discriminates against any person based on race, color, religion, creed, political ideas, sex, age, marital status, physical or mental handicap, or national origin.

14. Modification: This contract contains the entire agreement between the parties, and no statements, promises or inducements made by either party, or agents or either party, that are not contained in this Contract are valid or binding. This Contract may not be enlarged, modified, or altered except by written amendment by the parties.

15. Termination:

A. This Contract may be terminated at any time upon the written mutual consent of the parties.
B. MSU may terminate this Contract for failure of the Contractor to perform any of the services, duties or conditions contained in this Contract after providing the Contractor written notice of the stated failure. The written notice must demand performance of the stated failure within a specified period of not less than 30 days. If the demanded performance is not completed within the specified period, the termination is effective at the end of the specified period.

C. The above remedies are in addition to any other remedies provided by law or the terms of this Contract.

16. Severability: If one part of this Contract is held to be illegal, void or in conflict with any Montana law, the validity of the remainder of this Contract remains operative and binding.

17. Assignment, Transfer and Subcontracting: There will be no assignment or transfer of this Contract, or of any interest in this Contract, unless both parties agree in writing. No services required under this Contract, may be performed under subcontract unless both parties agree in writing.

18. Notice: All notices relating to this Contract will be in writing and given to the contact person at the address provided for in this Contract.

19. Venue: This Contract will be interpreted according to the laws of the State of Montana. The parties agree that, in the event of litigation concerning this Contract, venue shall be in the Eighteenth Judicial District of the State of Montana, in and for the County of Gallatin.

20. Debarment: The contractor certifies, by signing this Contracted Service Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If the contractor cannot certify this statement, attach a written explanation for review by the University.

This Contract consists of **(insert number)** numbered pages, any Attachments as required, and as amended. In the case of dispute or ambiguity about the minimum levels of performance by the Contractor the order of precedence of document interpretation is in the same order. The original will be retained by MSU. A copy of the original shall have the same force and effect as the original for all purposes. To express the parties' intent to be bound by the terms of this Contract, they have executed this document on the dates set forth below.

Attachment A
Statement of Work