



MONTANA'S
YELLOWSTONE
COUNTRY

YELLOWSTONE COUNTRY MONTANA INC (YCMI)

RFP Number:
2023-01

RFP Title:
Professional Advertising, Marketing, PR, Call Center & Web Services for
Tourism Region

RFP PROPOSALS Due Date and Time:
April 12, 2023
5:00 p.m., Mountain Time

Number of Pages:
29

Issue Date:
March 01, 2023

ISSUING AGENCY INFORMATION

Robin Hoover, Executive Director
robin@yellowstonecountry.net

Yellowstone Country Montana, Inc.
Phone: (406) 556-8680

Website: <https://visityellowstonecountry.com/>

INSTRUCTIONS TO OFFERORS

Return Sealed Proposal to:

MAILING ADDRESS:
Yellowstone Country Montana
PO Box 3048
Bozeman, MT 59772

Mark Face of
Envelope/Package with:

RFP Number: 2023-01

Special Instructions: No FAXED or EMAILED proposals will be considered.

OFFERORS MUST COMPLETE THE FOLLOWING

Offeror Name/Address:

(Name/Title)

(Signature)

Print name and title and sign in ink. By submitting a response to this RFP, Offeror acknowledges it understands and will comply with the RFP specifications and requirements.

Type of Entity (e.g., corporation, LLC, etc.)

Offeror Phone Number:

Offeror E-mail Address:

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INSTRUCTIONS TO OFFERORS

It is the responsibility of each Offeror to:

Follow the format required in the RFP when preparing your response. Provide responses in a clear and concise manner.

Provide complete answers/descriptions. Read and answer **all** questions and requirements. Proposals are evaluated based **solely** on the information and materials provided in your written response.

Submit your response on time. Note all the dates and times listed in the Schedule of Events and within the document. Late proposals are **never** accepted.

**The following items MUST be included in the response.
Failure to include ANY of these items may result in a nonresponsive determination.**

- ☒ Signed Cover Sheet
 - ☒ A detailed response to all questions/requested information within Sections 3, 4, and 5.
- **If Offeror cannot meet a particular requirement, provide a detailed explanation next to that requirement.**

SCHEDULE OF EVENTS

Event:

Date:

RFP Released Wednesday, March 01, 2023

Deadline for Receipt of Written Inquiries Friday, March 31, 2023

Written Responses Distributed Wednesday, April 05, 2023

Proposal Due Date Wednesday, April 12, 2023

Proposal Evaluation/Committee Meeting Thursday, May 04, 2023

Oral Interviews (if deemed necessary) Thursday, May 11, 2023

Intended Date for Contract Award July 01, 2023

NOTICE

From the issuance date of this RFP until a Contractor(s) is selected and the selection is announced, Offerors are not allowed to communicate with any Yellowstone Country Montana, Inc. staff or board member regarding this procurement, except at the direction of Robin Hoover, Executive Director of Yellowstone Country Montana, Inc. Any unauthorized contact may disqualify the offeror from further consideration.

Contracts Officer: Robin Hoover
Telephone Number: 406-556-8680
Fax Number: 406-556-8688
E-mail Address: robin@yellowstonecountry.net

REQUEST FOR PROPOSAL (RFP # 2023-01)

The goal of this RFP is to identify a partner that can work in collaboration with Yellowstone Country Montana, Inc. to develop, implement, and continually optimize a **comprehensive, integrated marketing, management & stewardship program** to promote the region as a year-round travel destination. This RFP seeks to identify an agency partner that can provide consumers with an integrated solution across traditional, digital, social media, and public relations; whether the media be paid, earned, or owned.

Candidate agencies will submit proposals to be considered for all disciplines as a single stand-alone full-service agency **or** as a lead agency with subcontractor relationships. Agencies submitting a proposal as the lead contractor must clearly represent their capabilities as the lead agency and must identify in the proposal which Scope of Services (SOS) elements would be subcontracted under the lead agency. *NOTE: Any subcontracted agency hired by the lead agency must have the capabilities and demonstrable experience to carry out the specific portion of the SOS being subcontracted, and **must first be approved by YCMI**.*

The successful Offeror must demonstrate extensive knowledge and understanding of each service outlined in the RFP to proactively execute the destination marketing, management and stewardship roles as outlined by YCMI.

SECTION 1: INTRODUCTION & INSTRUCTIONS

1.1 INTRODUCTION **ABOUT YELLOWSTONE COUNTRY MONTANA**

Yellowstone Country Montana, Inc. (hereafter referred to as YCMI and/or Yellowstone Country) is one of six (6) designated tourism regions within the State of Montana. This south-central region consists of five counties: Gallatin, Park, Sweet Grass, Stillwater and Carbon.

YCMI is tasked with inspiring out-of-state travelers to visit the south-central region by building awareness of this region as a world-class leisure destination. YCMI seeks to maximize the economic impact of tourism & travel to the region's communities, while also working to ensure that Montana continues to remain a great place for residents to live, work and play.

Background

The Montana Legislature created a dedicated four percent (4%) accommodations tax in 1987, commonly known as the "bed tax". YCMI funds its programs solely from this source, with no dollars from the State's general fund or any other revenue generating source. The existence of this funding, and the valuable promotional efforts it has allowed, are essential to maintaining and increasing tourism growth, management & sustainability into the future.

ABOUT TOURISM IN MONTANA

Tourism is one of Montana's leading industries and primary revenue drivers. Montana annually hosts an estimated 12 million nonresident visitors who spent more than \$3.15 billion in the state during 2020. Data from 2021 showed a rapid recovery to the industry in most areas of the state, which led to all-time highs in nonresident visitors and spending in 2021.

There are many compelling reasons for tourists to vacation in Montana, including National Parks, unspoiled scenery, wildlife watching, hiking, skiing, and scenic driving. Yellowstone National Park (YNP) is bordered by the Yellowstone Country MT region, with three of the five entrances located in the region, including the North entrance at Gardiner, which is the only year-round entrance to wheeled traffic. YNP is the leading motivation for why people choose to visit. Additionally, once visitors come to Montana, research shows they return to explore more off the beaten path areas of the state, which is a major marketing focus for Yellowstone Country.

Tourism in Montana is an industry of small businesses from a variety of sectors, including lodging accommodations, restaurants and bars, outfitters and guides, ski areas and private attractions, museums and cultural facilities, farmers and ranchers, gas stations and convenience store owners, and retail shops. The industry also counts various state and federal agencies as critical partners.

YCMI adheres to the State (BrandMT) brand pillars & value statements:

1. Montana has more spectacular, unspoiled nature than anywhere else in the lower 48 states
2. Montana's vibrant and charming small towns serve as gateways to natural wonders
3. Montana offers breathtaking experiences by day; relaxing hospitality by night

The Brand Tone reflects the values of our people:

1. We are simple but not unsophisticated
2. We are confident not arrogant
3. We are genuine not old-fashioned
4. We are grounded but not stuck in our ways

1.2 CONTRACT PERIOD

The contract period is **for one year**. The parties may mutually agree to a renewal of this contract in **one-year** intervals. This contract, including any renewals, may not exceed a total of **seven** years.

1.3 SINGLE POINT OF CONTACT

From the date this Request for Proposal (RFP) is issued until an Offeror is selected and announced by the Contracts Officer, **Offerors shall not communicate with any Yellowstone Country Montana staff or board members regarding this procurement, except at the direction of Robin Hoover**, the YCMI Executive Director/Contracts Officer in charge of the solicitation. Any unauthorized contact may disqualify the Offeror from further consideration. Contact information for the single point of contact is:

Contracts Officer: YCMI Executive Director, Robin Hoover

Telephone Number: **406-556-8680**

E-mail Address: **robin@yellowstonecountry.net**

1.4 REQUIRED REVIEW

1.4.1 Review RFP. Offerors shall carefully review the entire RFP. Offerors shall promptly notify the Contracts Officer identified above via e-mail or in writing of any ambiguity, inconsistency, unduly restrictive specifications, or error which they discover. In this notice, the Offeror shall include any terms or requirements within the RFP that preclude the Offeror from responding or add unnecessary cost. Offerors shall provide an explanation with suggested modifications. The notice must be received by the deadline for receipt of inquiries set forth below. Yellowstone Country Montana Inc. will determine any changes to the RFP.

1.4.2 Form of Questions. Offerors having questions or requiring clarification or interpretation of any section within this RFP must address these issues **via e-mail in writing** to the Contracts Officer listed above on or before **Friday March 31, 2023**. Clear reference to the section, page, and item in question must be included with the question. Questions received after the deadline may not be considered.

1.4.3 Yellowstone Country's Response. Questions & Answers will be compiled into one written document, which shall be emailed to YCMI's current list of interested persons, organizations & known potential Offerors via email no later than **5:00 PM, April 05, 2023**. This document will be made available to the public upon request. Any other form of interpretation, correction, or change to this RFP will not be binding upon YCMI.

1.5 GENERAL REQUIREMENTS

1.5.1 Resulting Contract. This RFP and any addenda, the Offeror's RFP response, including any amendments, a best and final offer (if any), and any clarification question responses shall be incorporated by reference in any resulting contract.

1.5.2 Understanding of Specifications and Requirements. By submitting a response to this RFP, Offeror acknowledges it understands and will comply with the RFP specifications and requirements.

1.5.3 Offertory's Signature. Offeror's proposal must be signed in ink by an individual authorized to legally bind the Offeror. The Offeror's signature guarantees that the offer has been established without collusion. Offeror shall provide proof of authority of the person signing the RFP upon YCMI's request.

1.5.4 Offer in Effect for 120 Calendar Days. Offeror agrees that it may not modify its proposal for a 120-day period following the RFP due date.

INSTRUCTIONS

1.6 SUBMITTING A PROPOSAL

1.6.1 Organization of Proposal. Offerors must organize their proposal into sections that follow the format of this RFP. Proposals must include tabbed dividers separating each section. Proposal pages must be consecutively numbered.

Restate the section/subsection number and the text immediately prior to your written response. If making reference to materials located in another section of the proposal, specific page numbers and sections must be noted. **The Evaluation Committee is not required to search through the proposal or literature to find a response.**

1.6.2 Failure to Comply with Instructions. Offerors failing to comply with these instructions may be subject to point deductions. Further, YCMI may deem a proposal nonresponsive or disqualify it from further consideration if it does not follow the response format, is difficult to read or understand, or is missing requested information.

1.6.3 Copies Required and Deadline for Receipt of Proposals. Offerors must submit **one original proposal and FIVE copies**. YCMI reserves the right to request an electronic copy of the RFP proposal if deemed necessary by the RFP committee.

EACH PROPOSAL MUST BE SEALED AND LABELED ON THE OUTSIDE OF THE PACKAGE clearly indicating it is in response to RFP 2023-01. ***Proposals must be received prior to 5:00 PM, Mountain Time, Wednesday, April 12, 2023. Offeror is solely responsible for assuring delivery by the designated time.*** ***NOTE: If it is the intention of the Offeror to deliver the proposal in-person, Offeror must contact the Contracts Officer to set a date/time for delivery to ensure it is received by the deadline.***

1.6.4 Facsimile & Emailed Proposals & Late Responses. A facsimile or emailed response to this RFP ***will not*** be accepted unless specifically requested by YCMI. Responses to RFPs received after the deadline ***will not*** be considered. ***Regardless of cause, Yellowstone Country Montana Inc. will not accept late proposals. Such proposals will automatically be disqualified from consideration.*** Offeror may request YCMI return the proposal at Offeror's expense or Yellowstone Country will dispose of the proposal if requested by the Offeror.

1.7 COSTS/OWNERSHIP OF MATERIALS

1.7.1 Yellowstone Country Montana Inc. Not Responsible for Preparation Costs. Offeror is solely responsible for all costs it incurs prior to contract execution.

1.7.2 Ownership of Timely Submitted Materials. YCMI shall own all materials submitted in response to this RFP.

SECTION 2: RFP STANDARD INFORMATION

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. YCMI shall use only the evaluation criteria outlined in this RFP.

2.2 RECEIPT OF PROPOSALS AND PUBLIC INSPECTION

2.2.1 Public Information. Subject to exceptions provided by Montana law, all information received in response to this RFP, including copyrighted material, is public information. Proposals will be made available for public viewing and copying shortly after the proposal due date and time. The exceptions to this requirement are: (1) bona fide trade secrets meeting the requirements subject to MT statute (2) matters involving individual safety as determined by YCMI, and (3) other constitutional protections. **The interested party is responsible for the cost of copies and to provide personnel to do the copying.**

2.2.2 Contract Officer Review of Proposals. Upon opening the proposals in response to this RFP, the Contracts Officer shall review the proposals for information that meets the exceptions in Section 2.3.1, providing the following conditions have been met:

- Confidential information (including any provided in electronic media) is clearly marked and separated from the rest of the proposal.
- The proposal does not contain confidential material in the cost or price section.
- An affidavit from the Offeror's legal counsel attesting to and explaining the validity of the trade secret claims is attached to each proposal containing trade secrets. Information may be obtained by calling (406) 444-2575.

Information separated out under this process will be available for review only by the Contracts Officer, and the evaluator/evaluation committee members. 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.

2.3 CLASSIFICATION AND EVALUATION OF PROPOSALS

2.3.1 Initial Classification of Proposals as Responsive or Nonresponsive. YCMI shall initially classify all proposals as either "responsive" or "nonresponsive". YCMI may deem a proposal nonresponsive 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 stated RFP requirements and specifications. Yellowstone Country Montana Inc. may find any proposal to be nonresponsive at any time during the procurement process. If Yellowstone Country Montana Inc. deems a proposal nonresponsive, it will not be considered further.

2.3.2 Evaluation of Proposals. An evaluator/evaluation committee will individually evaluate all responsive written proposals based on stated criteria see Evaluation Process). The three (3) highest scores (and any ties) on the written proposals will be the determining factor for oral interviews/product demonstrations. When the evaluation committee meets to deliberate the written proposal scores, the public may attend and observe the evaluation committee deliberations. Any evaluation committee meetings shall be properly noticed. For Offerors participating in the public oral interviews/product demonstrations, the written evaluation scores will be combined with the oral interview scores; the Offeror receiving the highest combined score shall be offered a contract.

2.3.3 Completeness of Proposals. Selection and award will be based on the Offeror's proposal and other items outlined in this RFP. Proposals may not include references to information such as 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 Opportunity for Discussion/Negotiation and/or Oral Presentation/Product Demonstration.

After receipt of proposals and prior to the recommendation of award, the Contracts Officer may initiate discussions with, or request oral presentations from, one or more Offerors should it be deemed necessary. Agencies selected as finalists will also be required to make an oral presentation and/or product demonstration to clarify their RFP response or to further define their offer. In either case, Offerors should be prepared to send qualified personnel to **Bozeman, Montana**, to discuss technical and contractual aspects of their proposal. Oral presentations and product demonstrations shall be at the Offeror's expense.

2.3.5 Best and Final Offer. Under Montana law, the Contracts Officer may request a best and final offer if additional information is required to make a final decision. YCMI reserves the right to request a best and final offer based on price/cost alone. Please note that YCMI rarely requests a best and final offer on cost alone.

2.3.6 Evaluation Committee Recommendation for Contract Award. The evaluation committee will provide a written recommendation for contract award to the Contracts Officer that contains the scores, justification, and rationale for the decision. The Contracts Officer will review the recommendation to ensure its compliance with the RFP process and criteria before concurring with the evaluation committee's recommendation.

2.3.7 Request for Documents Notice. Upon concurrence with the evaluation committee's recommendation for contract, the Contracts Officer may request verifiable documents and information, such as insurance documents, contract performance security, and any other necessary documents from the Offeror recommended for contract. Receipt of this request does not constitute a contract and **no work may begin until a contract signed by all parties is in place**. The Contracts Officer will notify all other Offerors of the evaluation committee's selection.

2.3.8 Contract Execution. Upon receipt of all required materials, a contract (Sample Contract Appendix A) incorporating the Standard Terms and Conditions, will be provided to the Contracting Offeror for signature. The Offeror will be expected to accept and agree to all material requirements contained in final contract relevant to this RFP. If the highest scoring Offeror does not accept all material requirements, YCMI may move to the next highest scoring Offeror, or cancel the RFP. Work under the contract will commence on **July 01, 2023**, and when the contract has been signed by all parties.

2.4 YELLOWSTONE COUNTRY MONTANA INC.'S RIGHTS RESERVED

While YCMI has every intention to award a contract resulting from this RFP, issuance of the RFP in no way constitutes a commitment to award and execute a contract. Upon a determination such actions would be in its best interest, Yellowstone Country Montana Inc., in its sole discretion, reserves the right to:

- Cancel or terminate this RFP (18-4-307, MCA);
- Reject any or all proposals received in response to this RFP (ARM 2.5.602);
- Waive any undesirable, inconsequential, or inconsistent provisions of this RFP that would not have significant impact on any proposal (ARM 2.5.505);
- Not award a contract, if it is in Yellowstone Country Montana Inc.'s best interest not to proceed with contract execution (ARM 2.5.602); or
- If awarded, terminate any contract if Yellowstone Country Montana Inc. determines adequate state funds are not available (18-4-313, MCA).

SECTION 3: SCOPE OF SERVICES

3.0 PROGRAM DETAIL

YCMI is seeking Professional Services for management & maintenance of current programs and agency leadership to help develop and implement new projects, programs, and partnerships.

YCMI's approximate total annual operating budget ranges between \$3-4 million dollars, with approximately 85% allocated to marketing & promotion endeavors.

Working Relationship

As a marketing entity, YCMI is a service-intensive client, governed by a volunteer Board of Directors and operated under the management of an Executive Director.

The successful Offeror will therefore be expected to understand the inner workings and needs of such a client and will possess the ability to provide a high level of quality account service no matter what timelines or deadlines are imposed.

YCMI intends to have a close working relationship with the successful Offeror. The successful Offeror will be required to provide: (1) budget estimates for final approval prior to commencement of work on all approved programs, projects and/or campaigns undertaken on behalf of YCMI. (2) provide YCMI an opportunity to review all draft materials relevant to a program, project and/or campaign. (3) Keep YCMI informed as to the status and progress of all approved campaign/project phases through completion: budgeting, production, implementation, tracking, & final completion.

YCMI requires the Agency to assign an Account Manager to this account; the designated YCMI Account Manager will not work on other DMO accounts without prior YCMI approval. The Account Manager will be responsible for preparation, presentation and/or submission of required reports under agency purview, in whatever format deemed necessary. These reports shall include relevant accounting & bookkeeping information that tracks budget spending as required. Additionally, the designated Account Manager shall meet weekly with YCMI's Executive Director for a status update; these meetings may be in person, virtual or by telephone as agreed upon by both parties.

The Yellowstone Country MT corporate office is located in Bozeman. **It is not a prerequisite that the Contracting Agency of Record (AOR) be located in Bozeman. However, the contracting agency is required to maintain a working office within the State of Montana**, with an assigned account manager(s) available at reasonable business hours via telephone and e-mail.

YCMI does hold nine (9) board meetings per calendar year throughout the five-county region and attends TAC (Travel Advisory Council) meetings three times per year. YCMI requires our account manager to attend these meetings, at no extra cost to YCMI.

YCMI operates on the State of Montana fiscal year, with each year commencing on July 01 of the first year, and concluding on June 30th of the following year. EX: Fiscal Year 2024 (FY 23/24) is July 01, 2023-June 30, 2024. Operations are conducted on a program/project budget-specific basis.

3.1 CHARACTERISTICS SPECIFICATIONS & EXPECTATIONS

This RFP is soliciting bids from full-service agencies able to meet all expectations outlined below as the creative agency of record. The AOR must be able to meet YCMI's expectations of service during the contracted term, including:

Characteristics All Agencies Must Possess:

- Knowledge and understanding of Yellowstone Country MT as a regional destination within the State of Montana
- Ability to develop and contribute to an integrated marketing strategy across paid, earned, and owned media - with input and guidance from YCMI Board of Directors and Executive Director
- Team approach – understanding that the YCMI BOD, staff and agency must work together as a team
- Ability to deliver consistency in messaging
- Fully integrated (360 degree) creative development
- Proactive in bringing opportunities or ideas for consideration to YCMI that further achievement of marketing objectives
- Clear lines of agency communication and responsibility
- An understanding of emerging technology, trends, platforms and messaging opportunities and how to best leverage them—must be able to identify and develop on brand first-to-market opportunities on behalf of YCMI
- A reputation for taking calculated risks – backed by insights and research - to achieve success
- A commitment to transparency, trustworthiness and integrity.
- Ability to develop (or create) campaigns based on a budget, and make limited dollars work hard to achieve goals
- An understanding of the unique systems, timelines and requirements of YCMI's account, including, but not limited to, fiscal responsibility and accounting & reporting bases on GAP Principles
- A minimum of five (5) years' experience working with Montana DMO's and a minimum of seven (7) years' experience doing agency work in the tourism industry.
- Ability to be present at key in-state industry events and meetings (at no cost to YCMI)
- Willingness to carry on with existing successful partnerships and programs
- Capacity to add international marketing as this market picks back up

Agency of Record (AOR) Specific Expectations:

- Develop, facilitate, and deliver on a foundational, creative, big idea that will serve as the brand catalyst and platform for all YCMI marketing programs & content
- Cross functional, channel creative and content ideas and recommendations
- Proven ability to provide deep and meaningful strategic insights

- Ability to provide key insights and segmentation around target consumers
- Deep understanding of cross-functional metrics/analytics and deliver actionable data
- Ability to lead any subcontractors and/or partners in developing integrated marketing communications
- Provide thought leadership and best practices related to digital communications and targeting
- Provide best practices in website optimization
- Define and deliver against clear goals, success metrics, and ROI
- Knowledge and practice of best practices and analytical benchmarks
- Work with YCMI social media manager to integrate social media strategy within an overarching marketing platform
- Discover/present innovative ways to drive engagement and connect with consumers
- Deliver first-to-market opportunities within tourism category
- Knowledge and practice of best practices in metrics and analytics related to social media
- Have previous experience in, and understanding of tourism industry
- Ability to develop consumer-focused PR programs that integrate within the overarching marketing plan; have contacts & relationships within the press community that will help achieve a successful PR effort
- Knowledge and practice of industry best practices in PR & campaign management
- Proven ability to provide deep and meaningful strategic insights
- Ability to effectively buy media and extend YCMI's media exposure through aggressive negotiations and added value programs, including an efficient and effective system for programmatic buying.
- Have a minimum two years of providing tourism industry call center / contact center experience for your clients.

3.2-3.4 SCOPE OF SERVICES

The Agency of Record (AOR) shall perform the following Scope of Services (SOS) identified below.

NOTE: Each item must be thoroughly addressed. Offerors taking exception to any requirements listed in this section may be found nonresponsive or be subject to point deductions.

3.2.1 Marketing Strategy and Brand Planning

- Assist with developing YCMI brand positioning strategy, including competitive and situational analysis, goals, objectives, priorities, audience and integrated multi-media strategies.
- Strategize, plan, and execute integrated and measurable marketing campaigns/programs to build awareness for YCMI as a destination.
- Identify & develop partnership programs with other DMO's and tourism brand-to-brand relationships to extend YCMI's marketing reach, engage industry partners, and tap into shared consumer affinities.

- Account management, including account staff coordination, budget management, project management, status reports, quality control, and client communications.
- Cooperative Development (partnerships, advertising, sponsorships)

3.2.2 Research and Evaluation

- Monitor, track, and provide points-of-view on social, economic, political, environmental, media, consumer and travel industry data and trends that could impact YCMI.
- Identify opportunities to grow YCMI's market share.
- Conduct research to shape, target, and measure marketing efforts.
- Track and evaluate performance of marketing activities.
- Monitor and provide intelligence on competitors' marketing activities.
- Conduct audits and analyses of YCMI's tourism campaigns/programs as needed.
- Digital Visitor Surveying / Outbound Telemarketing Research

3.2.3 Media Planning and Buying

- Continually develop and recommend media objectives, strategies, and tactics in support of overall marketing plan goals and objectives.
- Plan, negotiate, and purchase media placements and program integrations on channels and publishers including, but not limited to, print, digital (including display, search engine marketing, mobile, video, social media), broadcast, out-of-home, event, sponsorship, point-of-purchase, co-operative marketing, direct marketing, and emerging technology vehicles.
- Evaluate and recommend search engine optimization strategies and activities, in coordination with digital marketing agency.
- Monitor and optimize placements to ensure optimum performance and full completion of all media schedules, negotiating make-goods and bonus units as appropriate.
- Provide performance reports and analysis of media placements throughout and at the completion of each campaign. The Contractor shall retain, and submit, proof of publication, performance, or other such affidavits for all media placements as required by regulations.
- Develop co-operative marketing program for regional partner participation.
- Monitor and report on media insights, opportunities, and information of importance/ that may impact YCMI.

3.2.4 Earned Media/Public Relations

- Assist with strategy, development, execution, and support of public/media relations campaigns and program activities, using both traditional and emerging social media approaches. Includes press releases, email blasts, targeted media outreach events, story pitches, and development, implementation & tracking/reporting of hosted press/influencer trips.
- Service requests/inquiries that may include providing visuals and video.
- Enhancement and maintenance of online pressroom, including blogging.
- Track traditional and social outlets to help assess an earned media value for PR efforts.
- Represent YCMI at media events, shows, trips, and other outreach forums as requested.
- Assist with integrated contact and communications management for the purpose of facilitating and tracking communications with media contacts. Maintain a contacts database/list of influential travel and lifestyle voices.
- Communicate YCMI's success to our partners, constituents, press, legislators/government and industry stakeholders as requested. This may include assistance with providing work samples, PowerPoint presentations, etc.
- Assist with development and implementation of community workshops and seminars on a variety of media/public relations and tourism industry subjects as requested.
- Assist with crisis communication strategy, plan, protocol, execution, monitoring, and support, including social media channels.

- Email Marketing design, programming, testing, distribution ,list and database management, research, monitoring and reporting)

3.2.5 Social Media

- Assist with strategy, development, and execution of social media campaigns/program, including competitive and situational analysis, goals, objectives, priorities, and audience.
- Develop a social brand positioning that complements the overall YCMI marketing program.
- Account management, including account staff coordination, budget management, project timelines, status reports, quality control, and client communications.
- Assist with compelling, creative execution across all social media channels on an on-going basis.
- Identify and counsel as to how YCMI can maximize emerging technology and trends in the social space.
- Execution, measurement, tracking, and evaluation of social analytics as necessary.
- Suggest new tactics and metrics as objectives, network size and campaigns mature, grow and change.
- Assist with conceptualization, production and execution of high impact social media events and campaigns.

3.2.6 Web Marketing

- Develop digital marketing campaigns, including competitive and situational analysis, goals, objectives, priorities, and audience.
- Develop brand positioning that complements the overall marketing program.
- Account management, including account staff coordination, budget management, project timelines, status reports, quality control, and client communications.
- Webpage Marketing (SEM, SEO, Content Marketing, Native Advertising)

3.2.7 Creative Services

- Full Creative Design Services (print, digital, outdoor, social, interactive, promotional materials, out of home)
- Conceptualize big, singular ideas that engage the audience with Montana's Yellowstone Country brand.
- Strategize, create, produce, procure, and prepare advertising and branded content for distribution on domestic and international online and offline media channels, including paid, owned, earned and social media platforms.
- Research, produce, and/or procure, and manage assets and content for tourism development and marketing purposes, including, but not limited to, artwork, illustrations, photography, video, music, maps, voiceover, copy, literature, brand identity pieces, etc. Negotiate rates and use for rights-managed assets, such as video/photography purchases.
- Design and translate content for international, trade, and internal audiences as necessary.
- Develop creative concepts, design, and art direction for the various publications produce by/for YCMI.
- Design promotional content using static and dynamic data feeds and formats.
- Copywriting and copy editing
- Brand, Messaging and Style Guidelines

3.2.8 Website Development, Design and Strategy

- Lead, actualize, and execute website design, re-design, user testing, technology audits, competitive audits, coding, development, automated personalized marketing, content apps, and integrate marketing campaigns/programs.
- Research market target audience/users and develop strategies to reach them and fulfill their needs and expectations of a travel destination website.

- Emphasis on automated, personalized marketing, user experience and interaction design, colloquially known as 'the consumer journey.'
- User interface design.
- Software engineering/programming/development/management
- Working with third party social media Application Programming Interface (APIs) to integrate our social media and web presence and leverage their respective audiences.
- Identify and counsel as to how YCMI can maximize emerging technology and trends in web marketing, design and development.
- Full ADA compliance (Section 508 Standards).
- Identify and counsel as to how YCMI can maximize emerging technology and trends in mobile platforms, such as tablets, smartphones and wearables, in terms of native and web apps to support and enhance our marketing efforts.
- Evaluate and advise YCMI on current marketing and PR efforts on digital and mobile platforms.
- Website development/hosting/maintenance/security
- On-Site technical support assistance

3.2.8.1 Emerging Web Platforms

- Assist YCMI with the analysis of new and emerging web content delivery systems and technologies and create strategies, objectives and implementation as necessary from this analysis; including a web content management system (as needed) that allows for faster and less expensive development.

3.2.9 Call Center, Telemarketing and Fulfillment

- Assist YCMI in providing accurate, timely travel information to potential and repeat visitors to the region via telephone, online personal communications, and print & electronic communications, by using all fulfillment information & assets available.
- Fulfill distribution of YCMI's print publications individually or in mass, with every effort being made to use mass mailing whenever possible for cost-saving measures. Materials, shipping & mailing costs are paid by YCMI as invoiced by Contractor.
- Call Center/Telemarketing/Fulfillment/Online Travel Counseling/Materials Storage and Inventory Control and Tracking
- Provide monthly distribution updates for YCMI BOD, and year-end distribution report.

3.3 Publications

- **Travel Guide Production Services** (project management, advertising design, tracking/reporting, content coordination, publication, design, photography, printing/production coordination, distribution)
 - Mapguide, Birding Guide, and other printed publications may be produced/distributed on an as needed basis.

3.4 Potential (TBD) new projects, programs, and partnerships as approved by the YCMI Board of Directors:

- Tourism Stewardship Plan Development / Community Outreach
- Responsible Recreation Based Local Community Messaging Development
- Tourism Destination Development Planning and Modeling
- Live Chat Website Customer Service Manned Support to YCMI's websites.
- Text to Chat Website Customer Services Manned Support for YCMI's websites.

SECTION 4: OFFEROR QUALIFICATIONS

YELLOWSTONE COUNTRY'S RIGHT TO INVESTIGATE AND REJECT

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

To enable YCMI to determine the capabilities of an Offeror to provide the supplies and/or perform the services specified in the RFP, the Offeror shall respond to the following regarding its ability to meet the requirements.

NOTE: Each item must be thoroughly addressed. Offerors taking exception to any requirements listed in this section may be found nonresponsive or be subject to point deductions.

4.1 COMPANY PROFILE

1. Agency name, address, and main phone number.
2. Agency contact name, phone, and email.
3. Describe the company's legal organization structure (corporation, partnership, etc.), including parent, subsidiary, or affiliate status.
4. Is the company in the process of merging with another company or being acquired by another firm? If yes, please provide details in 500 words or less.
5. Provide agency revenue for 2019, 2020, 2021, and 2022
6. List the agency's current client list. Include all clients and specific brands, not just those in the tourism industry.
7. Recent account trends:

Clients gained since 1/1/2019 Clients lost since 1/1/2019
8. Does your agency have any current or past tourism clients? If yes, include client name, tenure at firm, and scope of work and/or scope of services your agency provided. If the tourism client is current, how will you manage any perceived conflict?
9. Tell us how is your agency is uniquely positioned to market Montana's Yellowstone Country region as a premier tourism destination?

4.2 STAFFING– Must be provided for all staff relating to Scope of Services.

1. Include bios of key staff who will work on the account. Include each individual's name, title, role on the account, and percentage of time that will be dedicated to the YCMI account. Where appropriate, include relevant work, accomplishments and experience.
2. Provide a summary describing average tenure of your employees, typical yearly turnover, and practices/policies in place to ensure account continuity with minimal staff turnover.

AWARDS, ACCOLADES, and INDUSTRY RECOGNITION-List any significant awards and industry recognition gained by the agency in the past four years. Indicate the client and campaign the award was for, and the year it was awarded.

4.3. AGENCY CAPABILITIES

1. Describe your agency's approach to developing integrated advertising campaigns, including your creative process (how you arrive at recommendations for your clients).
2. Describe how you motivate your staff and other agency partners to continually strive for excellence on behalf of a client?
3. Describe your experience working with destination marketing organizations, both in-state and if applicable, out-of-state.
4. Tell us about your firm's experience managing a tourism call/contact center.
5. Define your approach to measurement and analytics.
 - Tell us how you demonstrate program success to your clients and maintain accountability for the program's outcome?
6. List and briefly describe proprietary research tools of the agency.
 - Share if any tools have additional costs not included as part of services.
7. List and/or explain your agency's capabilities in understanding and marketing to specific audience segments.
 - Include any proprietary programs you use to gain better understanding of an audience's habits and motivations.
8. Provide a recent campaign, project or program example that demonstrates your agency's ability to develop and execute integrated marketing and communication ideas. Your example should include paid, owned and earned media.
 - Define the type of campaign, project, or program.
 - Detail the responsible staff and/or partners and their specific contributions to the overall idea.
 - What key insights and analysis lead to the success of the campaign, project or program?
 - Describe the key performance indicators (KPI) and program measurement used to gauge overall effectiveness.
9. Your turn: You may include any other pertinent information you believe would be valuable for YCMI to consider in evaluating your agency.

SECTION 5: COST PROPOSAL

All subsections of Section 5 require a response. Restate the subsection number and the text immediately prior to your written response.

5.1 Budget

The total agency hourly and commission revenue for this contract is estimated to be between \$1.0-2.5 million per year, based on YCMI's annual projected budget of accommodations "bed tax" revenue collections; this projected budget ranges between \$3-4 million annually. Please provide a rate card by agency function if bidding as a full-service agency. If bidding as a lead agency, please provide rates + commission markup if applicable. Failure of an Offeror to provide prices for all line items listed on the schedule may be cause for rejection of the entire offer or cancellation of the contract. An Offeror may enter "No Cost" in the unit price column to indicate that the item is being offered at "No Cost."

5.2 Services and Hourly Rates

Offerors must list the blended rate for all categories of services listed below and the amount per billable hour you would charge. **YCMI operates on a program/project budget basis (for example: winter media placement, travel guide, media outreach event, etc.); programs/campaigns/projects have a finite budget, so agency retainers will only be allowed on a specific, case-by case basis as approved by YCMI (EXAMPLE: Call Center, Website Management).** Retainer Fees will be negotiated as necessary for approved retainer-based programs/projects.

Include all items on the worksheet provided and any others that are relevant to the proposal that YCMI would be expected to pay:

<u>Service Provided</u>	<u>\$ Amount per Hour</u>
Account Planning/Strategy	_____
Account Management	_____
Creative Services	_____
(including: conception, design/layout, proofing, copywriting/editing, art direction, quality control/management)	
Research/Analytics Services	_____
Account Support	_____
Media Services	_____
Social Media Services	_____
Public Relations Services	_____
Accounting	_____
Budget Research and Estimates	_____
Travel Time	_____

Others (please list as appropriate)–Informational only–not scored

5.2.1 Separately from the above cost proposals, identify and list any and all additional costs, including: ongoing maintenance costs, software, subscriptions, pass through costs, etc. Indicate whether the cost is a one time “set up” fee, ongoing fee for each usage, or an annual fee.

5.3 Additional Compensation Requirements

5.3.1 Minimum Timekeeping Requirements

- The agency must maintain a monthly record of time expended per project
- The agency will report usage of hours to YCMI on a monthly basis
- The contractor must maintain an internal control system that protects the integrity of the payroll system
- The contractor must maintain an accounting system that has the capability to segregate labor hours and resultant costs by contract, program/project or work order when appropriate
- YCMI reserves the right to audit any or all of the above-described records at any time, with or without cause

5.4 Net Pricing

All media, outside production costs, subcontractors’ costs, or out-of-pocket expenses incurred will be invoiced at **net cost. The industry standard 15% net commission shall be allowed for paid media & print placement. Commission on all other program/project or services will be negotiated on a case-by-case basis.**

5.5 Meetings

YCMI holds 9 board meetings per calendar year throughout the five-county region and attends TAC (Travel Advisory Council) meetings three times per year. YCMI requires key agency personnel attend these meetings as deemed necessary, at no travel or time cost to YCMI.

Estimated time to attend meetings at Yellowstone Country Montana, Inc.’s request outside of regular board meetings.....

- | | |
|----------------|-------|
| • Travel time | _____ |
| • Meeting time | _____ |
| • Other | _____ |

5.6 Travel Reimbursement

Agency travel expenses **are not** reimbursable unless pre-approved by YCMI on a case-by-case basis.

5.7 Non-billable services

List all services for which you do not charge with an explanation of how non-billable services are determined.

SECTION 6: EVALUATION PROCESS

SCORING GUIDE

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

Superior Response (95-100%): A superior response is an exceptional reply that completely and comprehensively 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 (75-94%): A good response clearly meets all the requirements of the RFP and demonstrates in an unambiguous 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.

STAGE 1-COST PROPOSAL FORMULA

The lowest overall cost proposal automatically receives a **maximum allotted points (150)**. All other proposals will receive an incremental 10% decrease of the total points available based on the lowest to highest cost. Example: Total possible points for lowest cost proposal are 150. Offeror A (lowest cost proposal) would receive 150 points. Offeror B (2nd lowest cost proposal) would receive 135 points ($150 \times 10\% = 15$ pts, $150 - 15 = 135$ pts). Offeror C (3rd lowest cost proposal) would receive 120 points ($150 \times 20\% = 30$ pts, $150 - 30 = 120$ pts) , etc.

Note: Any proposal that YCMI believes to be so unjustifiably low that it would diminish the ability of the agency to complete the scope of services/work with the quality and responsiveness deemed appropriate by YCMI, will be immediately disqualified from consideration.

STAGE 2-WRITTEN PROPOSAL EVALUATION

Members of the evaluation committee will individually evaluate the **written offers** based on a total number of allowable maximum **cumulative points**. Example: If there are 5 committee members evaluating, the five individual scores will be combined for a total score.

- Written proposals will receive a maximum of **650 points per scorer**.

Written Proposal Evaluated RFP Section

Weight 15% (up to a total 100 pts)

Category: Company Profile and Staff Experience (RFP Sections 4.1-4.2)

- Demonstrated appropriate staff skill set and experience
- Demonstrated ability to service like sized/scoped clients and add value through experience with large brands

- Demonstrated experience with tourism client(s)
- Agency ability to meet need for Montana-based staff
- Proposed team & staffing structure
- Executive leadership experience
- Key personnel who will work on the account
- Assurance of key staff continuity with turnover
- Awards and Accolades

Written Proposal Evaluated RFP Section

Weight 85% (total 550 pts)

Category: Agency Approach & Capabilities Relevant to Scope of Services (RFP Sections 3.2-3.4 and 4.3)

- Marketing Strategy and Brand Planning
- Research and Evaluation
- Media Planning and Buying
- Earned Media/Public Relations
- Social Media
- Web Marketing
- Creative Services
- Website Development, Design and Strategy
- Emerging Web Platforms
- Call Center, Telemarketing and Fulfillment
- Publications

STAGE 3-ORAL PRESENTATION EVALUATION (if deemed necessary)

****Should oral presentations be deemed necessary, the applicable cost proposal points, written and oral evaluation scores will be combined for a TOTAL score.**

Members of the evaluation committee will individually evaluate the oral presentations based on a total number of allowable maximum cumulative points. Example: If there are 5 committee members evaluating, the five individual scores will be combined for a total score.

- **Oral presentations will receive a maximum of 350 points per scorer**

SAMPLE CONTRACT

1. PARTIES

THIS CONTRACT is entered into by and between the Yellowstone Country Montana, Inc., (hereinafter referred to as "YCMI"), whose address and phone number are **PO Box 3048, Bozeman MT, 59772, 406-556-8680** and _____, (hereinafter referred to as the "Contractor"), whose address and phone number are _____ and (_____).

THE PARTIES AGREE AS FOLLOWS:

2. EFFECTIVE DATE, DURATION, AND RENEWAL

2.1 Contract Term. This contract shall take effect on **July 01, 2023, (or upon contract execution)** and terminate on **June 30, 2024**, unless terminated earlier in accordance with the terms of this contract. (Section 18-4-313, MCA)

2.2 Contract Renewal. This contract may be renewed in **one**-year intervals, or any interval that is agreed upon by the parties; provided, however, that this contract, including any renewals, may not exceed a total of **seven** years. In the absence of a notice from one party to the other at least **90 days prior** to the expiration of the original contract period or any renewal period, this contract shall be extended for additional one year periods on **JULY 1** of each succeeding year, subject to the limitation in the preceding sentence. In the event that either party wishes to forego renewal of this contract at the conclusion of the annual contract year, or wishes to modify any contract terms prior to renewal, notice of such intent shall be sent to the other party at least **90** days prior to the expiration of the contract period then in effect. In the event that one of the parties desires to modify the terms and the parties cannot agree on such modifications at least **45** days prior to the expiration of the term, the party desiring modification shall provide notice at that time to the other that the contract will either continue upon the original terms or terminate at the end of the contract period then in effect.

3. COST/PRICE ADJUSTMENTS

Cost Increase by Mutual Agreement. After the initial term of the contract, each renewal term may be subject to a cost increase by mutual agreement through a negotiation process.

OR

Price Adjustments Negotiated Based on Changes in Contractor's Costs. Price adjustments may be permitted at the time of contract renewal through a process of negotiation with the Contractor and YCMI. Any price increases must be based on demonstrated industrywide or regional increases in the Contractor's costs.

4. DELIVERABLES & SERVICES

Contractor agrees to provide to YCMI the **deliverables & services outlined in the requirements specified in RFP 2023-01 Scope of Services**). YCMI operates on a project basis; each approved project shall have a specific scope of work, timetable and budget prior to implementation.

Contractor agrees to provide YCMI: **(1) budget estimates for approval prior to commencement of work on all projects initiated by Contractor on behalf of YCMI; and (2) an opportunity for YCMI to review all draft materials;** final approval by the YCMI Board of Directors and/or the Executive Director will be required on all projects undertaken on YCMI's behalf. Contractor agrees that YCMI will be kept informed as to the status and progress of all approved project elements and phases through completion.

5. CONSIDERATION/INVOICING/PAYMENT

5.1 Payment Schedule-Account Services In consideration that YCMI's overall **Scope of Services** involves any number of individual projects, both parties agree that YCMI shall pay a standard hourly rate of \$_____ for the agency account services outlined in the **RFP 2023-01 Section 5-Cost Proposal. Contractor shall invoice YCMI on a monthly basis for any account services pertaining to each respective project/services, with costs not to exceed budget allocation unless otherwise approved by YCMI. Payment terms for monthly invoices are net-30 days.**

5.2 Payment Schedule-Media Placement In consideration that YCMI's media campaigns may involve substantial funding amounts, pre-payment of media placement funds shall be determined based on scheduled placement and/or vendor payment terms as approved by YCMI. In the event any specific placement does not take place for any reason, the funds deposited for that purpose shall be refunded to YCMI as soon as possible.

5.3 Commission

All media placement, outside production costs, subcontractors' costs or out-of-pocket costs incurred by the agency on behalf of YCMI shall be invoiced at net cost. An agency commission of 15% NET will be allowed for media & print costs. Payment of commission will be made upon completion of the project/service.

5.4 Project Hard Costs Any approved hard costs pertaining to a specific project or campaign made by the Contractor on behalf of YCMI shall be reimbursed by YCMI within 30-days upon receipt of the vendor invoice.

5.5 Third-party Invoices

All third-party invoices shall include YCMI's name on the invoice for the ease of reconciling/reporting. Supporting invoices for all transactions charged against YCMI's funds shall be made available to YCMI upon request within 10 days of said request. Contractor will make every effort to secure net-30 invoicing from third-party vendors.

5.6 Withholding of Payment YCMI may withhold payments to the Contractor if the Contractor has not performed in accordance with this contract. Such withholding cannot be greater than the additional costs to YCMI caused by the lack of performance.

6. ACCESS, RETENTION OF RECORDS AND REPORTING.

6.1 Access to Records. The Contractor agrees to provide YCMI access to any records necessary to determine contract compliance. (Section 18-1-118, MCA). YCMI reserves the right to review and/or audit any financial records pertaining to the use of YCMI funds at any time, with or without cause.

6.2 Retention Period The Contractor agrees to create and retain records supporting the **Scope of Services performed** for a period of three years after either the completion date of this contract or the conclusion of any claim, litigation, or exception relating to this contract taken by YCMI.

6.3 Reporting The Contractor agrees to provide YCMI with monthly written and/or oral status reports for all elements and/or phases of a specific project or campaign undertaken on behalf of YCMI. The reports shall include relevant information pertaining to research time/costs, creative & production time/costs, media placement time/costs and any other requested information.

Additionally, YCMI requires the agency to provide a final completion report for each specific project/campaign; this report shall include all information required under the TAC's Requirements for Region/CVB's allocation of Facility Use/Accommodations Tax funding (commonly known as the "Regulations & Procedures"-the account executive will work with YCMI to determine the completion report requirements relevant to the project/campaign.

7. ASSIGNMENT, TRANSFER, AND SUBCONTRACTING

The Contractor shall not assign, transfer, or subcontract any portion of this contract without the express written consent of YCMI. (Section 18-4-141, MCA) The Contractor shall be responsible to YCMI for the acts and omissions of all subcontractors or agents and of persons directly or indirectly employed by such subcontractors, and for the acts and omissions of persons employed directly by the Contractor. No contractual relationships exist between any subcontractor and YCMI.

8. HOLD HARMLESS/INDEMNIFICATION

The Contractor agrees to protect, defend, and save YCMI, 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, assignees, subcontractors, except the sole negligence of YCMI, under this agreement.

9. REQUIRED INSURANCE

9.1 General Requirements. The Contractor shall maintain for the duration of the 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 in connection with the performance of the work by the Contractor, agents, employees, representatives, assignees, or subcontractors. This insurance shall cover such claims as may be caused by any negligent act or omission.

10. COMPLIANCE WITH WORKERS' COMPENSATION ACT

Contractors are required to comply with the provisions of the Montana Workers' Compensation Act while performing work for YCMI 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 employees of YCMI. This insurance/exemption must be valid for the entire term of the contract. A renewal document must be sent Yellowstone Country Montana, Inc., upon expiration.

11. COMPLIANCE WITH LAWS

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, 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. Any subletting or subcontracting by the Contractor subjects subcontractors to the same provision. 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 the contract.

12. INTELLECTUAL PROPERTY

All patent and other legal rights in or to inventions created in whole or in part under this contract must be available to YCMI for royalty-free and nonexclusive licensing. YCMI will retain the irrevocable right to reproduce, publish, or otherwise use and authorize others to use, copyrightable property created under this contract.

13. PATENT AND COPYRIGHT PROTECTION

13.1 Third-Party Claim. In the event of any claim by any third party against YCMI that the products furnished under this contract infringe upon or violate any patent or copyright, YCMI shall promptly notify Contractor. Contractor shall defend such claim, in YCMI's name or its own name, as appropriate, but at Contractor's expense. Contractor will indemnify YCMI against all costs, damages, and attorney's fees that accrue as a result of such claim. If YCMI reasonably concludes that its interests are not being properly protected, or if principles of governmental or public law are involved, it may enter any action.

13.2 Product Subject of Claim. If any product furnished is likely to or does become the subject of a claim of infringement of a patent or copyright, then Contractor may, at its option, procure for YCMI the right to continue using the alleged infringing product, or modify the product so that it becomes non-infringing. If none of the above options can be accomplished, or if the use of such product by YCMI shall be prevented by injunction, YCMI will determine if the Contract has been breached.

14. CONTRACT TERMINATION

14.1 Termination for Cause. YCMI may, by written notice to the Contractor, terminate this contract in whole or in part at any time the Contractor fails to perform this contract.

OR

14.2 Termination for Cause with Notice to Cure Requirement. YCMI may terminate this contract for failure of the Contractor to perform any of the services, duties, or conditions contained in this contract after giving the Contractor written notice of the stated failure. The written notice must demand performance of the stated failure within a specified period of time 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.

OR

14.3 Termination for Convenience. YCMI may, by written notice to the Contractor, terminate this contract without cause. YCMI must give notice of termination to the Contractor at least **(90 days)** days prior to the effective date of termination.

14.4 Reduction of Funding. YCMI must terminate this contract if funds are not appropriated or otherwise made available by the State of Montana to support YCMI's continuation of performance of this contract in a subsequent fiscal period. (See section 18-4-313(4), MCA.)

15. LIAISON AND SERVICE OF NOTICES

All project management and coordination on behalf of YCMI shall be through a single point of contact designated as YCMI's liaison. Contractor shall designate a liaison that will provide the single point of contact for management and coordination of Contractor's work. All work performed pursuant to this contract shall be coordinated between YCMI's liaison and the Contractor's liaison.

Robin Hoover, Executive Director, (on MT record as registered agent for YCMI) will be the

Liaison for Yellowstone Country Montana, Inc.

Mailing Address: PO Box 3048 Bozeman, MT 59772

Physical Address: 313 West Mendenhall, Bozeman, MT 59715

Telephone: 406-556-8680, 800-736-5276

Cell Phone: 406-570-8020

Fax: 406-556-8688

E-mail: robin@yellowstonecountry.net

_____ will be the Liaison(s) for _____.

(Address):

Telephone:

Cell Phone:

Fax:

E-mail:

YCMI's liaison and Contractor's liaison may be changed by written notice to the other party. Written notices, requests, or complaints will first be directed to the liaison. For purposes of general communication between the parties to conduct business, the account executive assigned to the YCMI

account is authorized by both parties to be the point of contact. YCMI's Executive Director shall be the point of contact between the agency and the YCMI Board of Directors.

16. MEETINGS

Contractor agrees to assign key personnel to attend 9 YCMI board meetings per calendar year throughout the five-county region (currently YCMI does not hold board meetings in February, July, December) and to attend any scheduled TAC (Travel Advisory Council) meetings per calendar year **at no cost to YCMI.**

The Contractor is required to meet with YCMI's personnel, or designated representatives, to resolve technical or contractual problems that may occur during the term of the contract or to discuss the progress made by Contractor and YCMI in the performance of their respective obligations under this contract, at no additional cost to YCMI. Meetings will occur as problems arise and will be coordinated by YCMI. The Contractor will be given a minimum of three full working days-notice of meeting date, time, and location. Face-to-face meetings are desired. However, at the Contractor's option and expense, a conference call meeting may be substituted. Consistent failure to participate in problem resolution meetings, two consecutive missed or rescheduled meetings, or failure to make a good faith effort to resolve problems, may result in termination of the contract.

17. CONTRACTOR PERFORMANCE ASSESSMENTS

YCMI may do assessments of the Contractor's performance. This contract may be terminated for one or more poor performance assessments. Contractors will have the opportunity to respond to poor performance assessments. YCMI will make any final decision to terminate this contract based on the assessment and any related information, the Contractor's response and the severity of any negative performance assessment. The Contractor will be notified with a justification of contract termination. Performance assessments may be considered in future solicitations.

18. TRANSITION ASSISTANCE

If this contract is not renewed at the end of this term, or is terminated prior to the completion of a project, or if the work on a project is terminated, for any reason, the Contractor must provide for a reasonable period of time after the expiration or termination of this project or contract, all reasonable transition assistance requested by YCMI, to allow for the expired or terminated portion of the services to continue without interruption or adverse effect, and to facilitate the orderly transfer of such services to YCMI or its designees. Such transition assistance will be deemed by the parties to be governed by the terms and conditions of this contract, except for those terms or conditions that do not reasonably apply to such transition assistance. YCMI shall pay the Contractor for any resources utilized in performing such transition assistance at the most current rates provided by the contract, or a specific amount or rate mutually agreed upon. If YCMI terminates a project or this contract for cause, then YCMI will be entitled to offset the cost of paying the Contractor for the additional resources the Contractor utilized in providing transition assistance with any damages YCMI may have otherwise accrued as a result of said termination.

Contractor will deliver a disk/hard drive of creative & intellectual property and any associated working files/assets to YCMI within a reasonable amount of time upon completion of any project.

19. CHOICE OF LAW AND VENUE

This contract is governed by the laws of Montana. The parties agree that any litigation concerning this bid, proposal or subsequent contract must be brought in the County of Gallatin, State of Montana and each party shall pay its own costs and attorney fees. (See section 18-1-401, MCA.)

20. SCOPE, AMENDMENT, AND INTERPRETATION

20.1 Contract. This contract consists of **(7)** numbered pages, any Attachments as required, the RFP # 2016-01 **(both parties are in possession of the written RFP)**, and the Contractor's RFP response **(both parties are in possession of the RFP response)**. 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.

20.2 Entire Agreement. These documents contain the entire agreement of the parties. Any enlargement, alteration or modification requires a written amendment signed by both parties.

21. EXECUTION

The parties through their authorized agents have executed this contract on the dates set out below.

Yellowstone Country Montana, Inc.
PO Box 3048
Bozeman, MT 59772
FEDERAL ID # 81-0446919

FEDERAL ID #

BY: _____
(, President)

BY: _____
(_____)

(Signature)

(Signature)

DATE: _____

DATE: _____

YELLOWSTONE COUNTRY MONTANA, INC.
PO BOX 3048
BOZEMAN, MT 59772
406-556-8680 fax: 406-556-8688