


<p><b>GLACIER COUNTRY REGIONAL TOURISM COMMISSION REQUEST FOR PROPOSAL (RFP)</b></p> <p>THIS IS NOT AN ORDER</p>	 <p>Racene Friede, President CEO          Glacier Country Regional Tourism Commission          4852 Kendrick Place, Suite 101          Missoula, MT 59808</p>
<p><b>Company Name/Address:</b> (correct any errors)</p>	<p><b>RFP No.:</b> 2022-01</p> <p><b>RFP Title:</b> Professional Services for Strategy and Creative Development, Research, Design, Copywriting, Photo/Video Art Direction/Production, Marketing Partnerships, Print/Digital Media and Marketing, CRM Management, Webpage Marketing (SEO/SEM), Social Media Management, Call Center, Mail Fulfillment, Online Content Strategy and Development for Glacier Country Regional Tourism Commission</p>
	<p>Pages: 1-31</p>
<p><b>SEALED PROPOSALS</b> will be accepted until 12 p.m. MST on:</p> <p>Friday, November 11, 2022</p>	<p><b>Issued by:</b></p> <p>Racene Friede, President CEO</p>
<p><b>MARK FACE OF THE PROPOSAL ENVELOPE UNDER YOUR RETURN ADDRESS WITH THE FOLLOWING:</b></p> <p>RFP #2022-01</p>	<p><b>RETURN YOUR PROPOSAL TO:</b></p> <p>Racene Friede          Glacier Country Regional Tourism Commission          4852 Kendrick Place, Suite 101          Missoula, MT 59808</p>
<p><b>SPECIAL INSTRUCTIONS:</b></p>	
<p style="text-align: center;"><b>PLEASE COMPLETE</b></p>	
<p><b>Federal I.D. No.:</b></p>	<p><b>Payment Terms:</b> Net 30 Days</p>
<p><b>Company Name/Address:</b> (if different)</p>	<p><b>Offeror Name:</b> (please print)</p>
	<p><b>Email Address:</b></p>
<p><b>Phone:</b> (    )</p>	<p><b>Fax:</b> (    )</p>
<p><b>Signature of Offeror:</b></p>	
<p style="text-align: center;"><b>IMPORTANT</b></p> <p style="text-align: center;"><b>SEE STANDARD TERMS AND CONDITIONS</b></p>	

# STANDARD TERMS AND CONDITIONS

By submitting a bid, proposal, or limited solicitation, or acceptance of a contract, the vendor agrees to the following binding provisions:

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**ACCEPTANCE/REJECTION OF BIDS, PROPOSALS, OR LIMITED SOLICITATION RESPONSES:** Glacier Country Regional Tourism Commission reserves the right to accept or reject any or all bids, proposals, or limited solicitation responses, wholly or in part, and to make awards in any manner deemed in the best interest of Glacier Country Regional Tourism Commission. Bids, proposals, and limited solicitation responses will be firm for 30 days, unless stated otherwise in the text of the invitation for bid, request for proposal or limited solicitation.

**ACCESS AND RETENTION OF RECORDS:** The contractor agrees to provide Glacier Country Regional Tourism Commission, Legislative Auditor, Tourism Advisory Council, their authorized agents, access to any records necessary to determine contract compliance. The contractor agrees to create and retain records supporting the services rendered or supplies delivered for a period of three years after either the completion date of the contract or the conclusion of any claim, litigation, or exception relating to the contract taken by Glacier Country Regional Tourism Commission or third party.

**ASSIGNMENT, TRANSFER AND SUBCONTRACTING:** The contractor shall not assign, transfer or subcontract any portion of the contract without the express written consent of Glacier Country Regional Tourism Commission.

**AUTHORITY:** The following bid, request for proposal, limited solicitation, or contract is issued in accordance with Title 18, Montana Code Annotated, and the Administrative Rules of Montana, Title 2, Chapter 5.

**COMPLIANCE WITH LAWS:** The contractor must, in performance of work under the 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.

**CONFORMANCE WITH CONTRACT:** No alteration of the terms, conditions, delivery, price, quality, quantities, or specifications of the contract shall be granted without prior written consent of Glacier Country Regional Tourism Commission. Supplies delivered which do not conform to the contract terms, conditions, and specifications may be rejected and returned at the contractor's expense.

**DEBARMENT:** The contractor certifies 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 State.

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

**ELECTRONIC RESPONSES:** Electronic responses will be accepted for invitations for bids, small purchases or limited solicitations ONLY if they are completely received by Glacier Country Regional Tourism Commission before the time set for receipt. Bids, or portions thereof, received after the due time will not be considered. Electronic responses to requests for proposals are ONLY accepted on an exception basis with prior approval of the procurement officer.

**FAILURE TO HONOR BID/PROPOSAL:** If a Bidder/offeror to whom a contract is awarded refuses to accept the award (PO/contract) or, fails to deliver in accordance with the contract terms and conditions, Glacier Country Regional Tourism Commission may, in its discretion, suspend the Bidder/offeror for a period of time from entering into any contracts with Glacier Country Regional Tourism Commission.

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

**INTELLECTUAL PROPERTY:** All patents and other legal rights in or to inventions arising out of activities funded in whole or in part by the contract must be available to Glacier Country Regional Tourism Commission for royalty-free and nonexclusive licensing. The contractor shall notify Glacier Country Regional Tourism Commission in writing of any invention conceived or reduced to practice in the course of performance of the contract. Glacier Country Regional Tourism Commission shall have a royalty-free, nonexclusive and irrevocable right to reproduce, publish or otherwise use and authorize others to use, copyrightable property created under the contract.

**LATE BIDS AND PROPOSALS:** Regardless of cause, late bids and proposals will not be accepted and will automatically be disqualified from further consideration. It shall be solely the vendor's risk to assure delivery at the designated office by the designated time. Late bids and proposals will not be opened and may be returned to the vendor at the expense of the vendor or destroyed if requested.

**PAYMENT TERM:** 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, Glacier Country Regional Tourism Commission is allowed 30 days to pay such invoices.

**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 sections 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 <https://sosmt.gov>.

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

**SHIPPING:** Supplies shall be shipped prepaid, F.O.B. Destination, unless the contract specifies otherwise.

**SOLICITATION DOCUMENT EXAMINATION:** Vendors shall promptly notify Glacier Country Regional Tourism Commission of any ambiguity, inconsistency or error, which they may discover upon examination of a solicitation document.

**TAX EXEMPTION:** Glacier Country Regional Tourism Commission is exempt from Federal Excise Taxes.

**TERMINATION OF CONTRACT:** Unless otherwise stated, Glacier Country Regional Tourism Commission may, by written notice to the contractor, terminate the contract in whole or in part at any time the contractor fails to perform the contract.

**UNAVAILABILITY OF FUNDING:** The contracting agency, at its sole discretion, may terminate or reduce the scope of the contract if available funding is reduced for any reason. (Montana Code Ann. § 18-4-313 (3).)

**U.S. FUNDS:** All prices and payments must be in U.S. dollars.

**WARRANTIES:** The contractor warrants that items offered will conform to the specifications requested, to be fit and sufficient for the purpose manufactured, of good material and workmanship and free from defect. Items offered must be new and unused and of the latest model or manufacture, unless otherwise specified by Glacier Country Regional Tourism Commission. They shall be equal in quality and performance to those indicated herein. Descriptions used herein are specified solely for the purpose of indicating standards of quality, performance and/or use desired. Exceptions will be rejected.

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## REQUEST FOR PROPOSAL (RFP)

FOR

PROFESSIONAL SERVICES FOR STRATEGY AND CREATIVE DEVELOPMENT, RESEARCH, DESIGN, COPYWRITING, PHOTO/VIDEO ART DIRECTION/PRODUCTION, MARKETING PARTNERSHIPS, PRINT/DIGITAL MEDIA AND MARKETING, CRM MANAGEMENT, WEBPAGE MARKETING (SEO/SEM), SOCIAL MEDIA MANAGEMENT, CALL CENTER, MAIL FULFILLMENT, ONLINE CONTENT STRATEGY AND DEVELOPMENT FOR GLACIER COUNTRY REGIONAL TOURISM COMMISSION

RFP #2022-01



## TABLE OF CONTENTS

<u>Section:</u>	<u>Page:</u>
REQUEST FOR PROPOSAL (RFP) .....	5
SCHEDULE OF EVENTS.....	7
SECTION 1: General Information .....	8
SECTION 2: Scope of Project .....	14
SECTION 3: Offeror Qualifications .....	19
SECTION 4: Cost Proposal .....	21
SECTION 5: Evaluation Criteria.....	23
APPENDIX A: Sample Contract.....	27



## SCHEDULE OF EVENTS

<u>Event:</u>	<u>Date:</u>
RFP Released .....	October 1, 2022
Deadline for Receipt of Written Inquiries .....	October 31, 2022
Written Responses Distributed .....	November 4, 2022
Proposal Due Date .....	November 11, 2022
Procurement Evaluation/Committee Meeting.....	Before December 2, 2022
Oral Interviews/Site Visits (if deemed necessary) .....	December 1 - 16, 2022
Intended Date for Contract Award .....	July 1, 2023

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## NOTICE

From the issuance date of this RFP until a contractor is selected and the selection is announced, offerors are not allowed to communicate with any Glacier Country Regional Tourism Commission staff or board member regarding this procurement, except at the direction of Racene Friede, President CEO of Glacier Country Regional Tourism Commission. Any unauthorized contact may disqualify the offeror from further consideration.

Contracts Officer: Racene Friede  
Telephone Number: 406.532.3234  
Fax Number: 406.532.3236  
Email Address: [racene@glaciermt.com](mailto:racene@glaciermt.com)



## SECTION 1: GENERAL INFORMATION

### 1.0 Introduction

Glacier Country Regional Tourism Commission (GCT) is pleased to invite you to submit a proposal for creative agency work related to consumer, social media, B2B and marketing strategy, research, creative development, creative design, digital and print copywriting, social media management, online content strategy and development, media buying, photo and video art direction and production, marketing partnerships, performance reporting, Simpleview database management, call center, telemarketing, mail fulfillment, webpage marketing (SEM and SEO), newsletter design, programming and distribution management for GCT to provide comprehensive services to create demand for visitor experiences which brings new revenue into our communities, stimulating economic development through business and job growth. 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 at outlined in our strategic plan. Proposals submitted in response to the specifications contained herein shall comply with the following instructions and procedures.

### 1.1 Request for Proposal Standard Information

This Request for Proposal is issued in accordance with section 18-4-304, MCA (Montana Code Annotated) and ARM 2.5.602 (Administrative Rules of Montana). 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. No other evaluation criteria, other than as outlined in the Request for Proposal, will be used.

#### 1.1.1 Receipt of Proposals and Public Inspection

Upon receipt of proposals, all marked trade secrets and company financial information will be removed from the proposals and provided only to the evaluation committee members or persons participating in the contracting process (see Section 1.1.7 "Claims to Keep Information Confidential" statement below). All remaining proposal materials will be available for public inspection and copying shortly after the deadline for submission of proposals. In addition, all meetings of the evaluation committee are open to the public for observation.

#### 1.1.2 Initial Classification

All proposals will be initially classified as being responsive or nonresponsive, according to ARM 2.5.602. If a proposal is found to be nonresponsive, it will not be considered further.

#### 1.1.3 Evaluation

All responsive proposals will be evaluated based on stated evaluation criteria, accepted industry standards and a comparative analysis of all other qualified responses. Submitted proposals must be complete at the time of submission and may not include references to information located elsewhere, such as Internet websites or libraries, unless specifically requested in the RFP document. Agencies selected as finalists may be asked for oral presentations.

#### 1.1.4 Discussion/Negotiation

Although proposals may be accepted and a contract awarded without discussion, GCT may initiate discussions with offerors should clarification or negotiation be necessary. Offerors should be prepared to send qualified personnel to Missoula, Montana, to discuss technical and contractual aspects of the proposal.





### 1.1.5. Best and Final Offer

The "Best and Final Offer" is an option available to GCT under the RFP process which permits GCT to request a "best and final offer" from one or more offerors. Offerors may be contacted asking that they submit their best and final offer, which must include the discussed and/or negotiated changes. The "Best and Final Offer" for this RFP may be based on price/cost alone.

### 1.1.6 Award

Award will be made to the proposal(s) offered by a responsive and responsible offeror which is determined to best meet the evaluation criteria and is therefore the one most advantageous to GCT.

### 1.1.7 Claims to Keep Information Confidential

- (1) All information received in response to this RFP will be available for public inspection except for:
  - (a) trade secrets meeting the requirements of the Uniform Trade Secrets Act, Title 30, Chapter 14, Part 4, MCA;
  - (b) matters involving individual safety as determined by the department;
  - (c) financial information requested by GCT to establish offeror responsibility unless prior written consent has been given by the offeror, as set out in section 18-4-308, MCA; and
  - (d) other constitutional protections.
- (2) In order for an offeror to request that material be kept confidential as permitted in (1) (a) through (d), the following conditions must be met:
  - (a) Confidential information must be clearly marked and separated from the rest of the proposal.
  - (b) The proposal may not contain confidential material in the cost or price.
  - (c) An affidavit from an offeror's legal counsel attesting to and explaining the validity of the trade secret claim as set out in Title 30, Chapter 14, Part 4, MCA, must be attached to each proposal containing trade secrets. Counsel must use the State of Montana "Affidavit for Trade Secret Confidentiality" in requesting the trade secret claim. This affidavit form is available at the State Procurement Bureau's website: <https://spb.mt.gov/Procurement-Guide> or by calling 406.444.2575.
  - (d) Offerors must be prepared to pay all legal costs and fees associated with defending a claim for confidentiality in the event of a "right to know" (open records) request from another party.
- (3) Documents not meeting all of the requirements of (1) and (2) will be available for public inspection, including copyrighted material.

## 1.2 Late Proposals

Regardless of cause, late proposals will not be accepted and will automatically be disqualified from further consideration. It shall be the offeror's sole risk to assure delivery at the receptionist's desk at the designated office by the designated time. Late proposals will not be opened and may be returned to the offeror at the expense of the offeror or destroyed if requested.



### 1.3 Preparing a Response

This RFP contains the instructions governing the proposals to be submitted and a description of the mandatory requirements. To be eligible for consideration, an offeror must meet the intent of all mandatory requirements. Compliance with the intent of all requirements will be determined by the GCT. Responses that do not meet the full intent of all requirements listed in this RFP may be subject to point reductions during the evaluation process or may be deemed nonresponsive.

- 1.3.1 Offerors shall promptly notify GCT of any ambiguity, inconsistency or error, which they may discover upon examination of this RFP.
- 1.3.3 Offerors requiring clarification or interpretation of any section or sections contained in this RFP shall make a written request to GCT by the deadline described in the Schedule of Events. All written correspondence must be addressed to:

Questions for RFP #2022-01  
Racene Friede, President CEO  
Glacier Country Regional Tourism Commission  
4852 Kendrick Place, Suite 101  
Missoula, MT 59808  
Fax: 406.532.3236  
Email: racene@glaciermt.com

- 1.3.3.1 Each offeror submitting written questions must clearly address each question by reference to a specific section, page and item of this RFP. All questions must be received by Monday, October 31, 2022. An official written question will be provided to all questions received by 5 p.m. (MST) November 4, 2022. Written questions received after the deadline may not be considered.
  - 1.3.3.2 Responses to written questions will be posted on GCT's RFP announcement page <https://partners.glaciermt.com/news/2654> on or before November 4, 2022.
- 1.3.4 Any interpretation, correction or change to this RFP will be made by written Addendum. Interpretations, corrections or changes to this RFP made in any other manner will not be binding and offerors shall not rely upon such interpretations, corrections or changes.
- 1.3.5 GCT will issue any necessary Addenda.
- 1.3.6 A point-by-point response to all numbered sections, subsections and appendices must be submitted by each offeror in order to be considered for selection.
  - 1.3.6.1 Offerors must organize proposals into sections following the format of this RFP, with tabs separating each section.

If no exception, explanation, or clarification is required in the offeror's response to a specific subsection, the offeror shall indicate so in the point-by-point response with the following:

"(Offeror's Name)," understands and will comply.

Points may be subtracted for noncompliance with these specified proposal format requests. GCT may also choose to not evaluate, may deem nonresponsive, and/or may disqualify from further consideration any proposals that do not follow this RFP format, are difficult to understand, are difficult to read or are missing any requested information.

An Offeror responding to a question with a response similar to, "Refer to our literature..." or "Please see [www.....com](http://www.....com)" may be deemed nonresponsive or receive point deductions. All



materials related to a response must be submitted to GCT in the RFP response and not just referenced. Any references in an answer to another location in the RFP materials shall have specific page numbers and sections stated in the reference. Each question is scored independently of one another and the scoring is based solely on the information provided in the response to the specific question. (The evaluation team is not required to search through literature to find a response.)

## 1.4 Submitting a Proposal

Offerors must submit one original and six copies of the written proposal to Glacier Country Regional Tourism Commission. Only three sets of "Sample Marketing Campaigns" from Section 3.2.3 are necessary. Proposals must be received at the front desk of GCT before 12 p.m. MST, November 11, 2022. Proposals received after this time will not be accepted for consideration. Electronic submissions are not acceptable. (See Section 1.2.)

1.4.1 Each offeror who submits a proposal represents that:

1.4.1.1 The proposal is based upon an understanding of the specifications and requirements described in this RFP.

1.4.1.2 Costs for developing and delivering responses to this RFP and any subsequent presentations of the proposal as requested by GCT are entirely the responsibility of the offeror. GCT is not liable for any expense incurred by the offeror in the preparation and presentation of their proposals.

1.4.1.3 All materials submitted in response to this RFP become the property of GCT and are to be appended to any formal documentation, which would further define or expand any contractual relationship between GCT and offeror resulting from this RFP process.

1.4.2 The proposals must be signed in ink by an individual authorized to legally bind the business submitting the proposal.

1.4.3 A proposal may not be modified, withdrawn or canceled by the offeror for a 120-day period following the deadline for proposal submission, or receipt of best and final offer, if required, as defined in the Schedule of Events, and offeror so agrees in submitting the proposal.

## 1.5 Rights Reserved

While GCT has every intention to award a contract for the combined bid services as a result of this RFP, issuance of the RFP in no way constitutes a commitment by GCT to award a contract. Upon a determination such actions would be in its best interests, GCT in its sole discretion reserves the right to:

- (a) waive any formality;
- (b) cancel or terminate this RFP;
- (c) reject any or all proposals received in response to this document;
- (d) waive any undesirable, inconsequential or inconsistent provisions of this document which would not have significant impact on any proposal;
- (e) not award, or if awarded, terminate any contract if GCT determines adequate funds are not available.

## 1.6 Offeror Interview/Product Demonstration/Site Visit

After receipt of all proposals and before the determination of the award, respondents may be required to make an oral presentation and product demonstration in Missoula, Montana, to clarify their response or to further define their offer. Oral presentations and product demonstrations, if requested, shall be at the offeror's expense.



## **1.7 Subcontracting**

The successful offeror will be the prime contractor and shall be responsible, in total, for all work of bid services. No subcontract services can be listed in the proposal. GCT requires that all services be provided by the prime contractor without the need of subcontractors. Subcontractors may be considered and approved after award contract but must be approved before any work being started on our behalf.

1.7.1 The contractor shall be responsible to GCT 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. Further, nothing contained within this document or any contract documents created as a result of any contract awards derived from this RFP shall create any contractual relationships between any subcontractor and GCT.

## **1.8 General Insurance Requirements**

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.

## **1.9 Compliance with Workers' Compensation Act**

The contractor is required to supply GCT with proof of compliance with the Montana Workers' Compensation Act while performing work for GCT. (Montana Code Ann. §§ 39-71-120, 39-71-401 and 39-71-405.) Neither the contractor nor its employees are employees of the State or GCT. The proof of insurance/exemption must be valid for the entire contract period and must be received GCT, 4852 Kendrick Place, Suite 101, Missoula, MT 59808 within 10 working days of the Request for Documents Notice.

CONTRACTS WILL NOT BE ISSUED TO VENDORS WHO FAIL TO PROVIDE THE REQUIRED DOCUMENTATION WITHIN THE ALLOTTED TIME FRAME.

Coverage may be provided through a private carrier or through the State Compensation Insurance Fund 406.444.6500. An independent contractor's exemption can be requested through the Department of Labor and Industry, Employment Relations Division 406.444.1446. Corporate officers must provide documentation of their exempt status.

## **1.10 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, gender, age, marital status, physical or mental disability, or national origin by the persons performing the contract.

## **1.11 Offeror Competition**

GCT encourages free and open competition among offerors. Whenever possible, specifications, proposal requests and conditions are designed to accomplish this objective, consistent with the necessity to satisfy GCT's need to procure technically sound, cost-effective services.



- 1.12.1 The offeror's signature on a proposal in response to this RFP guarantees that the prices quoted have been established without collusion and without effort to preclude GCT from obtaining the best possible supply or service.

## **1.12 Contract Provisions and Terms**

- 1.12.1 This RFP and any addenda, the offeror's response including any amendments, any best and final offers, any clarification question responses, and any negotiations shall be included in any resulting contract. Appendix A contains the contract terms and conditions which will form the basis of any contract between GCT and the successful offeror. The contract language contained in Appendix A does not define the total extent of the contract language that may be negotiated. In the event of a dispute as to the duties and responsibilities of the parties under this contract, the contract, along with any attachments prepared by GCT, will govern.
- 1.12.2 Offerors should notify GCT of any terms within the sample contract that either preclude them from responding to the RFP or add unnecessary cost. This notification must be made by the deadline for receipt of written inquiries.
- 1.12.3 The contract term is for a period of approximately 12 months beginning July 1, 2023, and ending June 30, 2024. Updated and signed renewals of the contract, by mutual agreement of both parties, may be made at one year intervals or any interval that is advantageous to GCT, not to exceed a total of seven years, at the option of GCT.
- 1.12.4 Price increases may be permitted at the time of contract renewal through a process of negotiation with the contractor and GCT. Any price increases must be based on demonstrated industrywide or regional increases in the contractor's costs. Publications such as the Federal Bureau of Labor Statistics and the Consumer Price Index (CPI) for all Urban Consumers may be used to determine the increased value. All price changes must be made and approved at the time of contract renewal.



## SECTION 2: SCOPE OF PROJECT

### 2.0 Introduction

GCT is seeking professional combined services for strategy and creative development, research, design, copywriting, photo/video art direction/production, marketing partnerships, print/digital media and marketing, CRM management, webpage marketing (SEO/SEM), social media management, call center, mail fulfillment, online content strategy and development to work as collaborative partners in the development, implementation and evaluation of a comprehensive destination organization program to market, manage and steward the Glacier Country region as a sustainable travel destination to state, regional, national and international markets.

### 2.1 Background

The Montana Legislature created a dedicated 4 percent accommodations tax in 1987. GCT funds its public destination organization programs solely from this source, with no dollars from the state's general fund. The existence of this funding, and the valuable efforts it has allowed, are essential to building sustainable tourism growth in Western Montana. Tourism is currently one of Montana's largest industries. In 2021, Montana hosted over 12 million nonresident visitors who spent \$5.1 billion in the state.

### 2.2 Specifications and Requirements

#### 2.2.1 Expectations

Glacier Country is an extraordinary place of exquisite landscapes, small-town charm, rich history, American Indian culture and world-class recreation. More importantly, it is a place where the residents are genuine and authentic and warmly welcome visitors who have a hearty appetite for adventure and an eager respect for people, culture, sense of place, lifestyle, natural environment and heritage.

Glacier Country encompasses 75+ communities within the eight counties of Flathead, Glacier, Lake, Lincoln, Mineral, Missoula, Ravalli and Sanders.

- Geographic size: 22,000 square miles
- Population: 355,000
- Largest communities: Missoula, Kalispell, Whitefish and Hamilton
- Average February temperature: High of 39 degrees Fahrenheit and low of 31 degrees Fahrenheit
- Average July temperatures: High of 84 degrees Fahrenheit and low of 51 degrees Fahrenheit
- Tribal Nations: Blackfeet, Kootenai, Pend d'Oreille, Bitterroot Salish
- Rural Travel Corridors:
  - Bitterroot Valley: Lolo, Florence, Stevensville, Victor, Corvallis, Hamilton, Darby, Conner, Sula
  - Blackfoot Corridor: Bonner, Clinton, Greenough, Ovando
  - Clark Fork Corridor: Dixon, Paradise, Plains, Thompson Falls, Trout Creek, Noxon, Heron, Hot Springs
  - East Glacier Corridor: Browning, Cut Bank, East Glacier Park, Heart Butte, St. Mary, Babb
  - Flathead Corridor: Arlee, Ravalli, St. Ignatius, Moiese, Charlo, Ronan, Pablo, Polson, Big Arm, Elmo, Dayton, Proctor, Rollins, Lakeside, Somers, Bigfork
  - Glacier National Park Surrounding Area: Babb, Columbia Falls, Coram, East Glacier Park, Essex, Hungry Horse, Martin City, Polebridge, St. Mary, West Glacier
  - I-90 Corridor: Frenchtown, Huson, Alberton, Superior, St. Regis, De Borgia, Haugan, Saltese
  - Northwest Corridor: Marion, Kila, Libby, Troy, Yaak, Rexford, Eureka, Fortine, Trego, Stryker, Olney
  - Seeley Swan Corridor: Bigfork, Ferndale, Swan Lake, Condon, Seeley Lake



GCT benefits from a culture of collaboration among its many partners who work together to build a sustainable tourism economy that balances resident quality of life with quality of visitor experience. These public and private partners include, but are not limited to, our historical heritage sites, arts and culture organizations, agritourism entities, businesses that locally source products and services, tribal nations, U.S.F.S., U.S. Fish and Wildlife Service, Bureau of Land Management, Montana State Parks, Glacier National Park and conservation associations.

The eight counties of our region see fluctuations in traveler numbers depending on season and community capacity. Overall our region's high season is June through September. However, there is much variance among the region and there are opportunities for growth throughout its 75 communities.

As a destination stewardship organization, GCT takes a community first mindset to address the challenges and opportunities in our region. Destination stewardship is the process by which we work with local communities, governmental agencies and businesses in and outside of the tourism industry—including residents—toward developing a strategy to address an imbalance of residents, visitors and community capacity. Destination stewardship is an approach that balances the needs of communities while supporting a thriving visitor economy. It is about protecting the very qualities that make a place first and foremost a wonderful place to live, with the added benefit of being a wonderful place to visit. It is a shift from solely promoting visitation to communities to engaging and stewarding communities, which, in turn, provides more livable, desirable and sustainable destinations.

The tourism industry is rapidly changing. To remain successful, tourism stakeholders must be even more strategic when understanding their market and competition, planning their operating strategies and ensuring their sustainability. To do this, one of the key building blocks is research.

Research informs our solutions and drives our decisions. It helps us understand local tourism issues and identify key sustainability needs. It provides the knowledge to devise solutions that are grounded in reality and address the most pressing threats to local environments, people and economy. The successful offeror will keep abreast of the issues facing the tourism industry and will provide innovative and insightful recommendations on how GCT should adapt to or counter the obstacles we face.

GCT contracts with an independent agency - outside of the scope of this bid - that provides complete management and development of the official regional visitor guide, four webpages, five microsites and two blogs and partnership/advertising sales management. These services are paid using private revenue. GCT is in charge of all aspects of the projects and programs our staff and agency partners are involved with. Many of the projects are done cooperatively with staff and our private revenue contract agency. Offeror would be responsible for different deliverables as directed by GCT and must have extremely strong project management skills and able to work in a collaborative environment with staff and other contract partners. Being proactive and collaborative on developing project timelines, follow up, communication, status reports and other key information is critical. Courteous, attentive and professional abilities are required. All members of a project team are considered an extension of GCT and will be expected to have the qualities and values needed to meet the mission of our organization.

### **2.3 Scope of Work**

The successful offeror shall be expected to complete the full scope of work outlined below. The services outlined in this RFP are to be bid as one proposal. Services must be existing services provided by the offeror without the need for subcontractors.

#### **Bid services request:**



**Creative agency work related to consumer, social media, B2B and marketing strategy, research, creative development, creative design, digital and print copywriting, social media management, online content strategy and development, media buying, photo and video art direction and production, marketing partnerships, performance reporting and Simpleview database management support**

*Annual paid media budget is between \$900,000 to \$1,000,000*

*Estimated total annual retainer hours: 8,500*

- Assist GCT in developing an online strategic consumer, social media and group travel marketing plan annually that includes research, identification of target markets and specific strategies that include measurable objectives for each target market and tactics to achieve these objectives. Awareness and integration of components from the statewide strategic plan is expected. The plan shall address relevant research, strategies, objectives, tactics and measurement for each major campaign element described below and will be reviewed and updated on a regular basis. Marketing efforts will often be cooperatively planned with all partners. The plan may be modified periodically, as required, by GCT and the contractor.
- At the direction of GCT - and in conjunction with the annual destination organization plan and statewide strategic and resiliency plans - analyze and recommend specific marketing mediums. Monitor placement to ensure accuracy and completion of all media schedules.
- We expect the contractor to work with GCT to development cooperative marketing programs used in order to provide enhanced marketing and advertising opportunities with public and private partners not only within Western Montana, but outside our region as well. With dynamic marketing methods dramatically increasing the pace of travel promotion, we expect progressive thinking from contract partners, as well as active participation in developing projects and programs that meet our needs. Manage and provide quality assurance for any research projects contracted through private firms.
- Assist GCT and other contracted parties in developing and producing identified marketing deliverables including creative concept, content, design, photography (in-house and 3<sup>rd</sup> party resources), social media strategy, blog content development, media buying/placement, digital advertising and multimedia opportunities. Upon approval of all placements and associated deliverables, implement and track all efforts for performance and reporting.
- Knowledge and adherence to GCT's brand, style guide for graphic and writing standards, voice, audience and reporting requirements. Provide design, copywriting, proofing and editing according to these standards.
- Contractor will retain trained personnel to be a deep and supporting resource between vendors for the Simpleview customer relationship database program across all department needs. Simpleview is a customer relationship management (CRM) system specifically designed for destination organizations (DO) combining relationship management tracking, contact records, reporting, communications, financial tracking, etc. with group tour, meetings and convention and FIT sales, communications, marketing, reporting, forecasting and more.
- These personnel would be provided for all trainings, calls, annual training event registration, travel and time to troubleshoot, train and develop protocols to make the software and vendor part of the overall culture.
- *Glacier Country reserves the right to place certain media on its own behalf and enter into partnership marketing opportunities with outside companies which may bypass the contracted agency buying the media in certain circumstances.*

**Call center, telemarketing and mail fulfillment:**

*Estimated call center inquiries received yearly: 250,000*

*Estimated travel guide mailings via USPS: 70,000 to 150,000*





- Assist GCT in providing accurate, friendly and timely travel information to people interested in visiting GCT. This will be done via telephone and online personal communications with travel counselors by live helper, print and electronic mail using all fulfillment information and materials available.
- Fulfill the distribution of the print travel guide individually or in mass. Mailings will include the postage, envelope, labels and additional promotional materials as deemed appropriate. Postage is paid at cost by GCT.

**Webpage marketing (SEM and SEO) and newsletter distribution (design, programming and distribution management):**

*Estimated total webpage traffic: 2,000,000 – 2,500,000 per year*

*Estimated blog readership 700,000 – 750,000 per year*

*Email distribution campaigns range in size from 500 to 1,000,000 depending on audience of each newsletter*

- Strategize, develop, collaborate and manage content development, internet marketing, search engine marketing (SEM) and search engine optimization (SEO) in partnership with our current webpage development agency and staff on our primary and subsidiary webpages, mobile webpage, advertising landing pages, blogs and social media sites.
- Strategize, design, program and manage distribution of 10 – 20 newsletters per year.
- Provide relevant and necessary information when requested and provide reports on a timely basis to GCT and all cooperative partners for GCT sponsored projects and programs.
- Websites included in webpage marketing contract include (but are not limited to):
  - . glaciermt.com
  - . partners.glaciermt.com
  - . b2b.glaciermt.com
  - . visitglacierpark.com
  - . blog.glaciermt.com
  - . meetings.glaciermt.com
  - . touroperators.glaciermt.com
  - . weddings.glaciermt.com
  - . pressroom.glaciermt.com
  - . glacierstogeysers.com
  - . film.glaciermt.com

**Social media management:**

*Social media audience: 400,000*

- Use GCT social media channels to reach new audiences and to support our other programs. The Western Montana’s Glacier Country social channels are a source of inspiration, orientation and fulfillment. It’s a community gathering place where prospective visitors can garner up-to-date information about our region, as well as become more familiar with what we offer the visitor.
- Follow current Glacier Country social media content guidelines for content, format, crediting, voice and tone.
- Allocate no less than 30 hours per week for content gathering, posting and monitoring of the following social channels.
  - . Instagram:
    - Post 6 – 7 times per week.
    - Monitor comments and reply when appropriate.
  - . Facebook:
    - Post 5+ times per week.
    - Monitor comments and reply when appropriate.
    - Respond to direct messages during call center hours only.



- . Twitter:
  - Post 3 – 4 times per day.
  - Monitor comments and reply when appropriate.
- . Pinterest:
  - Post all consumer and B2B blogs
  - Maintain and build upon rural corridor blogs
- . YouTube:
  - Post 3 – 10 videos per year
  - Monitor engagement over time and reply when necessary.
- . TikTok:
  - Set up channel and develop strategy
  - Post 10 – 20 videos per year
- . Monitor engagement over time and reply when necessary.
- Monitor and engage with followers.

#### **Photo and video production:**

*Total digital assets in online library (still and video): 25,000*

- Edit and produce one (1) winter and one (1) warm season video for digital ads, webpage content, theater screen viewing, social media, YouTube channels and digital distribution. Long form videos would range from one minute to five minutes. :15 and :30 edits in various formats would be included as needed for paid placements.
- Edit and produce up to five (5) additional videos and up to eighteen (18) social stories per fiscal year. Videos would range from :15 to ten minutes.
- Gather photo images and video footage on monthly rural corridor trips throughout the region to supplement digital asset library. Yearly goal to provide update photos for 30% of our 75 communities each year.

#### **GCT will not pay:**

- Costs for offeror staff to attend in-region meetings and related supplies/expenses
- Paid media commissions either in print, digital or other media spaces

### **2.3 Working Relationship**

GCT can be subjected to outside forces that can dictate the need for immediate action or response from the call center, telemarketing fulfillment and agencies. GCT staff is heavily involved with the entire projects process from concept to completion and reporting. As such, GCT is a service-intensive client. The successful offeror will therefore be expected to understand the inner workings and needs of such a client and have the ability to provide a high level of quality account service and project management, no matter what timelines or deadlines are imposed.

GCT intends to have a close working relationship with the successful offeror. It is a prerequisite that the offeror have an office in Missoula, it is expected that key personnel (account manager, creative director, social media manager, project manager, web designer), be available for meetings in Missoula as needed at their own expense and available at all times in-person or via telephone, email and virtual. GCT will require the successful offeror to provide: (1) cost estimates on all projects, media plans, etc.; and (2) an GCT to review all materials. GCT's final approval will be required on all proposals undertaken on its behalf. It is also expected that GCT be kept informed as to the status and progress of all approved projects through completion.

GCT requests representation of the agency at up to eight (8) board/committee meetings and weekly GCT/contractor meetings throughout the year and expect offeror's full attention to GCT business while in attendance. The majority of the meetings are in the Glacier Country region.



## SECTION 3: OFFEROR QUALIFICATIONS

### 3.0 References:

GCT may make such investigations as deemed necessary to determine the ability of the offeror to supply the products and perform the services specified.

### 3.1 References (Failure to Qualify or Negative):

GCT reserves the right to reject any proposal if the evidence submitted by, or investigation of, the offeror fails to satisfy GCT that offeror is properly qualified to carry out the obligations of the contract. This right includes the GCT's ability to reject the proposal based on negative references.

### 3.2 Reference Requirements:

In determining the capabilities of an offeror to perform the services specified herein, the following informational requirements must be met by the offeror and will be weighed by GCT. (Note: each item must be thoroughly addressed. Taking exception to any requirements listed in this Section may disqualify the proposal.)

#### 3.2.1 References.

Offeror shall provide a minimum of three (3) references that are using services of the type proposed in this RFP. The references should include any experience in developing and implementing integrated destination marketing and management organization strategic projects and programs addressing the needs of rural Montana. At a minimum, the offeror shall provide the company or agency name, the location where the services were provided, contact person(s), customer telephone number, a complete description of the service type and dates the services were provided. GCT reserves the right to use any information or additional references deemed necessary to establish the ability of the offeror to perform the conditions of the contract. Negative references may be grounds for proposal disqualification.

#### 3.2.2 Resumes/Company Profile and Experience.

Offeror shall specify how long the individual/company submitting the proposal has been in the business of providing professional advertising and consultation services similar to those requested in this RFP. Offeror shall also include proposed staffing and organization of personnel to be assigned to this account and provide answers to the following information requests concerning the qualifications and experience of personnel to be assigned to this contract.

3.2.2.1 Key Account Personnel. Identify key individuals who will manage each aspect of the contract work.

3.2.2.2 Business/Marketing Philosophy. Detail your agency's business and marketing philosophies. Describe your agency's work environment and internal culture.



### **3.2.3 Samples of Marketing Campaigns.**

The offeror should provide a minimum of two (2) samples of marketing campaigns which are pertinent to this proposal. The components of the program must be detailed and specific. Provide an explanation of what the campaign was designed to accomplish, budget information and measurable outcomes of the campaign. For the samples provided, identify the personnel responsible for the campaign components and cross-reference how the person is proposed to be utilized for the GCT campaign. The campaigns cited should include components such as:

- ... Target market identification
- ... Online content creation
- ... Campaign development and implementation
- ... Media research/buying
- ... Online video production
- ... Cooperative/partnership opportunities

### **3.2.4 Method of Providing Service.**

Provide a detailed narrative description of the specific methods the offeror intends to use in order to provide the services needed as described in Section 2, Scope of Project. Information is desired as to client reporting methods, in-house production capabilities.

### **3.2.5 Your Turn.**

Use this component to share any additional information about your company that has not been directly covered in the RFP, but is relevant to your ability to service this account.



## SECTION 4: COST PROPOSAL

### 4.0 Cost Proposal

The anticipated annual cumulative budget for the professional services detailed herein is approximately \$700,000 to \$850,000 based on 8,500 annual retainer hours.

### 4.1 Billable Hour/Annual Retainer Service

List all services for which you charge that would be included in the annual retainer for the initial 12-month contract term relevant to the proposal that GCT would be expected to pay. List hourly rate for each service and total annual retainer based on estimated hours worked as provided above. Total contract annual retainer will include all services under the RFP - no matter the hours worked. Adjustments based on hours worked (over or under) will be made in the next contract year. Services outside the RFP would be provided on a project-by-project basis with a cost proposal that includes hourly rate, estimated time and third party service costs.

<u>Hourly Rates Outside Retainer</u>	<u>Amount per Hour</u>	<u>Annual Retainer</u>
Account Management .....	_____	
Copywriting/Editing .....	_____	
Creative Conception.....	_____	
Design/Layout.....	_____	
Proofreading.....	_____	
Print Supervision/Quality Control.....	_____	
Art Direction.....	_____	
Online Advertising Design/Programming.....	_____	
Video Production/Editing.....	_____	
Account Support/CRM/Partner Outreach.....	_____	
Accounting.....	_____	
Budget Research and Estimates.....	_____	
Media Research/Buying (No commission) .....	_____	
Social Media Management.....	_____	
Call Center Management + Fulfillment	_____	



SEO/SEM Management..... \_\_\_\_\_

Others services not listed (please list where appropriate)..... \_\_\_\_\_

Travel time to attend meetings **outside** of region \_\_\_\_\_

- Travel time \_\_\_\_\_

- Out-of-pocket expenses (lodging, meals, etc.) \_\_\_\_\_

- Meeting time \_\_\_\_\_

- Other \_\_\_\_\_

Total annual retainer based on estimate of 8,500 hours per year \_\_\_\_\_

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

4.3 **Discount Media Negotiations:** Provide three examples of how you negotiate for media rate discounts and describe how the discount benefits GCT.



## SECTION 5: EVALUATION CRITERIA

### 5.0 Evaluation Procedure

- 5.0.1 The procurement officer will separate proposals into "responsive" and "nonresponsive" proposals. Nonresponsive proposals will be eliminated from further consideration.
- 5.0.2 Any proposal that fails to achieve a passing score for any part/section for which a passing score is indicated will be disqualified from further consideration.
- The evaluation committee will evaluate the remaining proposals in a two-stage process. Stage one will consist of a scored process based on the submitted proposals as described in Section 5.1. If the first and second top scoring proposals are within five percent scoring of each other and the third top scoring proposal is within 10 percent of the top scoring proposal, all three top scoring offerors will proceed to stage two, which will consist of an oral interview and on-site visit.
- The evaluation committee reserves the right to adjust these percentages as they deem appropriate, if need be. One of the individuals participating in the stage two oral interview must be the person designated in the proposal as the account manager.
- 5.0.4 For each finalist, total points for written responses, as scored by the evaluation committee, and total points for the oral interview and possible site visit will be combined into one total. The contract will be awarded to the finalist with the highest combined total.
- 5.0.5 Award will be based on the offeror's proposal and other items outlined in this RFP. Responses must be complete and address all the criteria listed. 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 and will have no bearing on any award. Offerors who attempt to provide information or materials outside the formal response may be found non-responsive.
- 5.0.7 A "best and final offer" may be requested on price/cost alone.



## 5.1 Stage One Evaluation Criteria

Based on a maximum possible value of **2,300 points**, the evaluation committee will review and evaluate the offers according to the following criteria:

### COMPANY QUALIFICATIONS

**13% OF POINTS FOR A POSSIBLE 300**

Category	Section of RFP	Point Value
A. References	3.1	Pass/Fail
B. Experience similar to contract needs	3.2.4	100
C. Agency staff	3.2.2.1	100
D. Agency philosophy/environment	3.2.2.2	100

### MARKETING CAMPAIGNS

**17% OF POINTS FOR A POSSIBLE 400**

Category	Section of RFP	Point Value
A. Creativity	3.2.3	100
B. Overall campaign	3.2.3	100
C. Effectiveness of message	3.2.3	100
D. Measurable results	3.2.3	100

### METHOD OF PROVIDING SERVICES

**22% OF POINTS FOR A POSSIBLE 500**

Category	Section of RFP	Point Value
A. Scope of work assessment	3.2.4	50
B. Reporting methods	3.2.4	50
C. In-house capabilities	3.2.4	100
D. Project management	3.2.4	100
E. Ability to work as a team with GCT	2.3	200

### YOUR TURN

**13% OF POINTS FOR A POSSIBLE 300**

Category	Section of RFP	Point Value
A. Demonstrates a strong understanding of what is required and needed to provide the utmost service to this contract including familiarity of Glacier Country Montana.	3.2.5	300





**COST FOR SERVICES**

**26% OF POINTS FOR A POSSIBLE 600**

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Category	Section of RFP	Point Value
A. Offeror cost for billable services	4.1	100
B. Total annual retainer	4.1	200
C. Non-billable services	4.2	100
D. Media negotiations	4.3	200

**WRITTEN PROPOSAL**

**9% OF POINTS FOR A POSSIBLE 200**

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Category	Section of RFP	Point Value
A. Offeror's written response to this RFP will be evaluated in its entirety in terms of completeness, responsiveness, clarity, quality of writing and overall layout		200



## 5.2 Stage Two Evaluation Criteria

Based on a maximum possible value of **1000 points**, the evaluation committee will review and evaluate the stage two proposals according to the following criteria:

### ORAL INTERVIEW

100% OF POINTS FOR A POSSIBLE 1000

---

Category	Point Value
A. Clarity of presentation	100
B. Ability to address evaluation committee questions	100
C. Ability to articulate the company's capabilities	100
D. Overall presentation/style/tone/professionalism	100
E. Overall knowledge of travel and tourism industry	200
F. Overall understanding of Glacier Country Montana – geography, people, culture, way of life	200
F. Please describe your ability to actively participate in an impromptu meeting at the request of GCT either in Missoula or within Montana.	200



## APPENDIX A: SAMPLE CONTRACT

1. Parties
2. Effective Date, Duration and Renewal
3. Price Adjustments
4. Services and/or Supplies
5. Consideration/Payment
6. Access and Retention of Records
7. Assignment, Transfer and Subcontracting
8. Hold Harmless/Indemnification
9. Contract Performance Security
10. Insurance
11. Compliance with Workers' Compensation Act
12. Intellectual Property
13. Compliance with Laws
14. Contract Termination
15. Liaison and Service of Notices
16. Meetings
17. Choice of Law and Venue
18. Scope, Amendment and Interpretation
19. Execution



(INSERT PROJECT TITLE)

(insert date), 2022

1. PARTIES

THIS CONTRACT, is entered into by and between the Glacier Country Regional Tourism Commission (insert agency name), (hereinafter referred to as "Glacier Country Tourism"), whose address and phone number are (4852 Kendrick Place, Suite 101, Missoula, MT 59808), (406.532.3234) and (insert name of contractor), (hereinafter referred to as the "Contractor"), whose nine digit Federal ID Number, address and phone number are (insert federal id number), (insert address) and (insert phone number).

THE PARTIES AGREE AS FOLLOWS:

2. EFFECTIVE DATE, DURATION, AND RENEWAL

(a) This contract (insert contract number) shall take effect on (insert date), 2023. The contract shall terminate on (insert date), 2024, unless terminated earlier in accordance with the terms of this contract. (Montana Code Ann. § 18-4-313.)

(b) This contract may, upon mutual agreement between the parties and according to the terms of the existing contract, be extended in (insert number)-year intervals, or any interval that is advantageous to Glacier Country Tourism, for a period not to exceed (insert number) additional years. This extension is dependent upon legislative appropriations and in no case may this contract run longer than a (insert number)-year period. (State contracts generally may not exceed a total of seven years.)

3. PRICE ADJUSTMENTS

Contractor and Glacier Country Tourism agree price adjustments may be made at the time of contract renewal under the following conditions: Price increases may be permitted at the time of contract renewal through a process of negotiation with the Contractor and Glacier Country Tourism. Any price increases must be based on demonstrated industrywide or regional increases in the Contractor's costs. Publications such as the Federal Bureau of Labor Statistics and the Consumer Price Index (CPI) for all Urban Consumers may be used to determine the increased value.

4. SERVICES AND/OR SUPPLIES

Contractor agrees to provide to Glacier Country Tourism the following (insert supplies, services, etc.).

5. CONSIDERATION/PAYMENT

(a) In consideration for the (insert supplies or services) to be provided, Glacier Country Tourism shall pay according to the following schedule: (insert pay schedule).

(b) Glacier Country Tourism 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 the State caused by the lack of performance.

6. ACCESS AND RETENTION OF RECORDS

(a) The Contractor agrees to provide Glacier Country Tourism, Legislative Auditor or their authorized agents access to any records necessary to determine contract compliance. (Montana Code Ann. § 18-1-118.)



(b) The Contractor agrees to create and retain records supporting the (insert services rendered or supplies provided) 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 the State of Montana or a third party.

7. ASSIGNMENT, TRANSFER AND SUBCONTRACTING

The Contractor shall not assign, transfer or subcontract any portion of this contract without the express written consent of Glacier Country Tourism. (Montana Code Ann. § 18-4-141.)

8. HOLD HARMLESS/INDEMNIFICATION

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

9. CONTRACT PERFORMANCE SECURITY

Contract performance security in the form of (insert form of security) in the amount of (insert dollar amount) has been received by Glacier Country Tourism, 4852 Kendrick Place, Suite 101, Missoula, MT 59808. All contract performance security, except bonds, will be returned to the Contractor after successful completion of the contract. This security must remain in effect for the entire contract period.

10. INSURANCE

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, assigns or subcontractors. This insurance shall cover such claims as may be caused by any negligent act or omission.

Certificate of Insurance/Endorsements: A certificate of insurance, indicating compliance with the required coverages, has been received by Glacier Country Tourism, 4852 Kendrick Place, Suite 101, Missoula, MT 59808. The Contractor must notify Glacier Country Tourism immediately, of any material change in insurance coverage, such as changes in limits, coverages, change in status of policy, etc. Glacier Country Tourism reserves the right to require complete copies of insurance policies at all times.

11. COMPLIANCE WITH THE WORKERS' COMPENSATION ACT

Contractors are required to comply with the provisions of the Montana Workers' Compensation Act while performing work for the State of Montana in accordance with sections 39-71-120, 39-71-401 and 39-71-405, MCA. Proof of compliance must be in the form of workers' compensation insurance, an independent contractor exemption, or documentation of corporate officer status. Neither the Contractor nor its employees are employees of the State. This insurance/exemption must be valid for the entire contract period. A renewal document must be sent to Glacier Country Tourism, 4852 Kendrick Place, Suite 101, Missoula, MT 59808, upon expiration.



12. INTELLECTUAL PROPERTY

(a) All patent and other legal rights in or to inventions arising out of activities funded in whole or in part by this contract must be available to Glacier Country Tourism for royalty-free and nonexclusive licensing. The Contractor shall notify Glacier Country Tourism in writing of any invention conceived or reduced to practice in the course of performance of this contract.

(b) Glacier Country Tourism shall have a royalty-free, nonexclusive and irrevocable right to reproduce, publish or otherwise use and authorize others to use, copyrightable property created under this contract.

13. 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.

14. CONTRACT TERMINATION

(a) Glacier Country Tourism 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.

(b) Glacier Country Tourism, at its sole discretion, may terminate or reduce the scope of this contract if available funding is reduced for any reason. (See Montana Code Ann. § 18-4-313(3).)

15. LIAISON AND SERVICE OF NOTICES

All project management and coordination on behalf of Glacier Country Tourism shall be through a single point of contact designated as Glacier Country Tourism’s liaison. Contractor shall designate a liaison who 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 Glacier Country Tourism’s liaison and the Contractor’s liaison.

Racene Friede, President CEO, will be the liaison for Glacier Country Tourism.  
4852 Kendrick Place, Suite 101, Missoula, MT 59808  
406.532.3234  
406.532.3236 (FAX)

\_\_\_\_\_ will be the liaison for the Contractor.

\_\_\_\_\_ (Address)

\_\_\_\_\_ (City, State, ZIP)

\_\_\_\_\_ (Telephone #)

\_\_\_\_\_ (Fax #)



Glacier Country Tourism’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.

16. MEETINGS

The Contractor is required to meet with Glacier Country Tourism’s personnel, or designated representatives, to resolve technical or contractual problems that may occur during the term of the contract, at no additional cost to Glacier Country Tourism. Meetings will occur as problems arise and will be coordinated Glacier Country Tourism. 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 to make a good faith effort to resolve problems, may result in termination of the contract.

17. 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 Eleventh Judicial District in and for the County of Missoula, State of Montana and each party shall pay its own costs and attorney fees. (See Montana Code Ann. § 18-1-401.)

18. SCOPE, AMENDMENT AND INTERPRETATION

(a) This contract consists of (insert number) numbered pages, any Attachments as required, RFP #2022-01 as amended and the Contractor’s response 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.

(b) These documents contain the entire agreement of the parties. Any enlargement, alteration or modification requires a written amendment signed by both parties.

19. EXECUTION

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

Glacier Country Tourism  
\_\_\_\_\_

CONTRACTOR’S NAME  
ADDRESS  
CITY, STATE, ZIP  
FEDERAL ID #

BY: \_\_\_\_\_  
(Name/Title)

BY: \_\_\_\_\_  
(Name/Title)

BY: \_\_\_\_\_  
(Signature)

BY: \_\_\_\_\_  
(Signature)

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_