

<p align="center">Southwest Montana Tourism</p> <p align="center">REQUEST FOR PROPOSAL</p> <p align="center">THIS IS NOT AN ORDER</p>	<p align="center">South West Montana</p>
<p>Company Name/Address: (correct any errors)</p>	<p>RFP No.: 2017-01</p> <p>RFP Title: Professional Advertising and Marketing Services for Southwest Montana Tourism</p>
	<p>Pages: 28</p>
<p>SEALED PROPOSALS will be accepted until: 12:00 PM, Monday, April 29, 2017</p>	<p>Issued by: Sarah Bannon, Executive Director</p>
<p>MARK FACE OF THE PROPOSAL ENVELOPE UNDER YOUR RETURN ADDRESS WITH THE FOLLOWING:</p> <p align="center">Southwest Montana Ad Agency Proposal</p>	<p align="center">RETURN YOUR PROPOSAL TO: Southwest Montana Tourism 1105 Main Street Deer Lodge MT 59722</p>
<p align="center">PLEASE COMPLETE</p>	
<p>Federal I.D. No.:</p>	<p>Payment Terms: Net 30 Days</p>
<p>Company Name/Address: (if different)</p>	<p>Offeror Name: (please print)</p>
	<p>E-mail Address:</p>
<p>Phone: ()</p>	<p>Fax: ()</p>
<p>Signature of Offeror:</p>	
<p align="center">IMPORTANT SEE STANDARD TERMS AND CONDITIONS</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:

ACCEPTANCE/REJECTION OF BIDS, PROPOSALS, OR LIMITED SOLICITATION RESPONSES: Southwest Montana Tourism reserves the right to accept or reject any or all bids, proposals, or limited solicitation responses, wholly or in part, and to make awards in any manner deemed in the best interest of the organization. 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 the department, Legislative Auditor, or their authorized agents, access to any records necessary to determine contract compliance (Mont. Code Ann. § 18-1-118). 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 the State of Montana 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 Southwest Montana Tourism.

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 Southwest Montana Tourism. 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 Southwest Montana Tourism.

DISABILITY ACCOMMODATIONS: Southwest Montana Tourism. 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.

FACSIMILE RESPONSES: Facsimile responses will be accepted for invitations for bids, small purchases or limited solicitations ONLY if they are completely received by Southwest Montana prior to the time set for receipt. Bids, or portions thereof, received after the due time will not be considered. Facsimile responses to requests for proposals are ONLY accepted on an exception basis with prior approval of the procurement officer (Sarah Bannon, Executive Director).

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, Southwest Montana Tourism may, in its discretion, suspend the bidder/offeror for a period of time from entering into any contracts with the organization.

HOLD HARMLESS/INDEMNIFICATION: The contractor agrees to protect, defend, and save Southwest Montana 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 Southwest Montana Tourism, 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 Southwest Montana Tourism. for royalty-free and nonexclusive licensing. The contractor shall notify Southwest Montana Tourism in writing of any invention conceived or reduced to practice in the course of performance of the contract. Southwest Montana 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 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, Southwest Montana Tourism is allowed 30 days to pay such invoices.

REFERENCE TO CONTRACT: The contract (Purchase Order) number MUST appear on all invoices, packing lists, packages and correspondence pertaining to the contract.

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 <http://www.state.mt.us/sos>.

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 Southwest Montana Tourism. of any ambiguity, inconsistency, or error, which they may discover upon examination of a solicitation document.

TAX EXEMPTION: Southwest Montana Tourism. is exempt from Federal Excise Taxes (#81-0446919).

TERMINATION OF CONTRACT: Unless otherwise stated, Southwest Montana Tourism. 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. (Mont. 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 Southwest Montana Tourism. 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.

REQUEST FOR PROPOSAL

FOR

**PROFESSIONAL ADVERTISING AND MARKETING SERVICES FOR
Southwest Montana Tourism**

RFP 2017-1

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SCHEDULE OF EVENTS

<u>Event</u>	<u>Date</u>
RFP Released.....	March 28, 2017
Deadline for Receipt of Written Questions.....	April 4, 2017
Written Responses to Questions Distributed.....	April 11, 2017
If you would like to receive all responses, please provide your e-mail to Southwest Montana (info@southwestmt.com) prior to April 10, 2017.	
Proposal Due Date	must be received by 12:00 noon, April 27, 2017
Evaluation Committee Meeting	The week of May 8, 2017
Notification of Oral Interviews if necessary	May 12, 2017
Oral Interviews/Site Visits	The week of May 18, 2017
Intended Date for Complete Contract Award	July 1, 2017

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 Southwest Montana Tourism staff or board members regarding this procurement, except at the direction of Sarah Bannon, Executive Director of Southwest Montana. Any unauthorized contact may disqualify the offeror from further consideration.

Contracts Officer: Sarah Bannon
Telephone Number: 406-532-3234
Fax number: 406-846-1943
Email Address: info@southwestmt.com

SECTION 1

GENERAL INFORMATION

1.0 Introduction

Southwest Montana Tourism Region, (hereinafter referred to as “Southwest Montana”) is pleased to invite you to submit a proposal for professional advertising and marketing services--to provide a comprehensive marketing program to promote Southwest Montana as a travel destination to state, regional, national and international markets. The successful offeror must demonstrate extensive knowledge and understanding of how to create a comprehensive marketing program to promote Southwest Montana as a travel destination. 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 state's 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, Southwest Montana may initiate discussions with one or more offerors should clarification or negotiation be necessary. Offerors should be prepared to send qualified personnel 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 Southwest Montana under the RFP process which permits Southwest Montana 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 offered by a responsive and responsible offeror which is determined to best meet the evaluation criteria and is therefore the one most advantageous to Southwest Montana.

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 Southwest Montana;
 - (c) financial information requested by Southwest Montana 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: <http://vendorresources.mt.gov/vendorforms> or by calling 406-444-2575 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 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 to the Southwest Montana 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 Southwest Montana. Responses that do not meet the full intent of all requirements listed in this RFP may be subject to point reductions during the evaluation process or may be deemed non-responsive.

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

Questions for RFP NUMBER 2017-01
Sarah Bannon, Executive Director
Southwest Montana
1105 Main Street
Deer Lodge, MT 59722
Fax: (406-846-1943)
info@southwestmt.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. **An official written answer will be provided to all questions received by 2 p.m. (local time) on April 5, 2017.** Written questions received after the deadline may not be considered.
- 1.3.3.2 Responses to written questions will be emailed and posted on <http://members.southwestmt.com/whatsnew/news.asp>
- 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 Southwest Montana 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 non-compliance with these specified proposal format requests. Southwest Montana may also choose to not evaluate, may deem non-responsive, 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” may be deemed non-responsive or receive point deductions. All materials related to a response must be submitted to Southwest Montana 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 Southwest Montana. **Proposals must be received at the desk of Southwest Montana Executive Director Sarah Bannon, prior to 12:00 noon local time April 27, 2017. Proposals received after this time will not be accepted for consideration. Facsimile or 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 Southwest Montana are entirely the responsibility of the offeror. Southwest Montana is not liable for any expense incurred by the offerors in the preparation and presentation of their proposals.

1.4.1.3 All materials submitted in response to this RFP become the property of Southwest Montana and are to be appended to any formal documentation, which would further define or expand any contractual relationship between Southwest Montana 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 Southwest Montana has every intention to award a contract as a result of this RFP, issuance of the RFP in no way constitutes a commitment by Southwest Montana to award a contract. Upon a determination such actions would be in its best interests, Southwest Montana 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 Southwest Montana determines adequate state funds are not available.

1.6 Offeror Interview/Product Demonstration/Site Visit

After receipt of all proposals and prior to the determination of the award, respondents may be required to make an oral presentation and product demonstration 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 any subcontractors. All subcontractors must be listed in the proposal. Southwest Montana reserves the right to approve all subcontractors.

1.7.1 The Contractor shall be responsible to Southwest Montana 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 Southwest Montana.

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, assigns, 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 the Southwest Montana with proof of compliance with the

Montana Workers' Compensation Act while performing work for Southwest Montana. (Mont. Code Ann. §§ 39-71-120, 39-71-401, and 39-71-405.) Neither the Contractor nor its employees are employees of Southwest Montana. The proof of insurance/exemption must be valid for the entire contract period and must be received by Southwest Montana, 1150 Main Street, MT 59722, 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, sex, age, marital status, physical or mental disability, or national origin by the persons performing the contract.

1.11 Offeror Competition

Southwest Montana 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 Southwest Montana's need to procure technically sound, cost-effective services.

1.11.1 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 Southwest Montana 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 Southwest Montana 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 Southwest Montana, will govern.

1.12.2 Offerors should notify Southwest Montana 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 complete contract term is for a period of 12 months beginning July 01, 2017, and ending June 30, 2018. Renewals of the contract, by mutual agreement of both parties, may be made at one year intervals, or any interval that is advantageous to Southwest Montana, not to exceed a total of seven years, at the option of Southwest Montana.
- 1.12.4** Price increases may be permitted at the time of contract renewal through a process of negotiation with the Contractor and Southwest Montana. Any price increases must be based on demonstrated industry-wide 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.

SECTION 2

SCOPE OF PROJECT

2.0 Introduction

Southwest Montana Tourism, is seeking the professional services of a marketing and advertising agency to work as a collaborative partner in the development, implementation, and evaluation of a comprehensive marketing program to promote the tourism region as a travel destination to state, regional, national and international markets.

2.1 Background

The Montana Legislature created a dedicated 4 percent accommodations tax in 1987. Montana funds its travel and tourism marketing programs solely from this source, with no dollars from the State's general fund. The existence of this funding, and the valuable promotional efforts it has allowed, are essential to maintaining and increasing tourism growth into the future. Tourism is currently Montana's fastest-growing and second-largest industry. In 2016, Montana hosted over 12 million nonresident visitors who spent more than \$3.5 billion in the state.

An agency on contract with Southwest Montana is implementing the current advertising program. Southwest Montana has exercised all renewal options and is now in the final year of the contract, which will expire on June 30, 2017.

Some of the original allocation of Southwest Montana's 2017 annual budget are as follows:

- Online / Digital Advertising including joint ventures- 18%
- Print Advertising – 7%
- Printed Materials – 17%
- Photos / Video Library Setup – 3%
- Website/ Social Media Channels –12%
- Public Relations including FAMS, Influencers) – 5%
- Video Acquisition – 3%
- Cooperative Marketing –2%
- Opportunity – 1%
- Telemarketing/Fulfillment – 12%
- Administration – 20%

2.2 Specifications and Requirements

2.2.1 Expectations

Southwest Montana markets the southwest region of Montana by inspiring visitation to the area, thereby maximizing the economic impact of tourism, encouraging partnerships, and ensuring that Montana is a great place to live, work and play today and for future generations.

The Southwest Montana corporate office is located in Deer Lodge. It is not a prerequisite that the contracting lead agency be located in Deer Lodge. However, the contracting lead agency is required to maintain a working office within the State of Montana, with assigned account representative(s)

available at reasonable business hours via telephone and email. SWMT holds approximately 6-8 board meetings per calendar year throughout the 9-county region and attends TAC (Tourism Advisory Council) meetings three times per year in addition the Governor's Conference on Tourism. SWMT requires key agency personnel attend these meetings as deemed necessary, at no extra cost to SWMT.

Additional information regarding Montana's Visitors and its tourism industry can be found on the Institute for Tourism & Recreation Research's website at <http://www.itrr.umt.edu> and via the recently-released Montana Brand study from the Montana office of Tourism and Business Development (MOTBD) located at <http://www.marketmt.com/Programs/Marketing/Research>.

SWMT markets the region in adherence with the State branding pillars:

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 at night.

Additionally, SWMT identifies these key elements as regional pillars:

1. Historic Significance
2. Ghost Towns and Ghosts
3. Scenic Drives with many opportunities between the National Parks
4. Rock Hounding and Sapphire Mining
5. Hot Springs

The mission of Montana's Southwest Montana is to promote economic development through tourism and film promotion for the Southwestern Montana Tourism Region of the nine counties of Beaverhead, Broadwater, Deer Lodge, Granite, Jefferson, Lewis and Clark, Madison, Powell, and Silver Bow Counties. Work with the other five regions and the Montana Office of Tourism and Business Development to make the best use of the accommodations tax through promotional programs pursuant to Chapter 664, Laws of Montana (1987) of successor statutes.

2.2.2 Scope of Work

The successful offeror shall be expected to complete the Scope of Work below:

- Assist Southwest Montana in developing a strategic consumer marketing plan annually that includes: identification of target markets; specific strategies that include measurable objectives for each target market; and tactics to achieve these objectives. Awareness and integration of components from the statewide Montana Tourism & Recreation Strategic Plan is expected.

In addition, the plan shall address relevant research, strategies, objectives, tactics, and measurement for each major campaign element described below and will be reviewed and updated annually. The plan may be modified periodically, as required, by Southwest Montana and the successful offeror.

- Assist Southwest Montana in developing and producing identified marketing deliverables including creative concept, design, media buying, media placement, print advertising, digital advertising, public relations, and multi-media opportunities. Upon approval of all placements and associated deliverables, implement and track

all efforts for performance and reporting. The budget for this portion of the plan is estimated between \$185,000 - \$200,000.

- Southwest Montana 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.
- Southwest Montana also reserves the right to, at its own discretion, produce its own web marketing materials, including but not limited to, banner advertising, email marketing, social media and website design. The successful offeror must work closely with website designer / social media agency chosen by Southwest Montana to ensure that advertising and website designs complement each other.
- At the direction of Southwest Montana and in conjunction with Southwest Montana's annual consumer marketing plan as well as the statewide Strategic Plan, analyze and recommend specific marketing mediums. Monitor placement to ensure accuracy and completion of all media schedules.
- With assistance from Southwest Montana, develop an annual program in which potential marketing and advertising partners are identified and strategies specified for generating new partnership funds or leveraging Southwest Montana's funds to extend its marketing reach and frequency.
- Provide regular reporting and updates on all projects throughout the year.

2.3 Working Relationship

Southwest Montana can be subjected to outside forces that can dictate the need for immediate action or response from the advertising agency. As such, Southwest Montana 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 no matter what timelines or deadlines are imposed.

Southwest Montana intends to have a close working relationship with the successful offeror. It is expected that key personnel be available for meetings as needed at their own expense, and available at all times via telephone and e-mail. Southwest Montana will require the successful offeror to provide: (1) budget estimates on all project proposals; and (2) an opportunity for Southwest Montana to review all draft materials and (3) Southwest Montana reserves the right to preview and approve all the request for bids/proposals submitted for Southwest Montana projects. Southwest Montana's final approval will be required on all proposals undertaken on its behalf. It is also expected that Southwest Montana be kept informed as to the status and progress of all approved projects through completion.

Southwest Montana requests representation of the agency to attend our 6-8 meetings throughout the year. The offeror's full attention is expected to be on Southwest Montana business while in attendance. All of these meetings are held within the region.

SECTION 3

OFFEROR QUALIFICATIONS

- 3.0** Southwest Montana 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** Southwest Montana reserves the right to reject any proposal if the evidence submitted by, or investigation of, the offeror fails to satisfy Southwest Montana that offeror is properly qualified to carry out the obligations of the contract. *This right includes Southwest Montana's ability to reject the proposal based on negative references.*
- 3.2** 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 Southwest Montana. (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 two references that are using services of the type proposed in this RFP. The references should include any experience in developing and implementing an integrated tourism promotion/marketing campaign. 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. Southwest Montana 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 all executive, managerial and professional personnel to be assigned to this contract.
- 3.2.2.1 Account Manager.** Identify one individual who will manage the contract work. Document overall experience in tourism advertising. Provide detail on the Account Manager's experience, education, affiliations, memberships, awards, and recognitions received for similar services.
- 3.2.2.2 Account Team.** Identify by name, title and role each proposed team member on Southwest Montana's account. Include relevant experience, including that which may be outside of your agency and/or outside the advertising field. Identify individual experience in destination, travel, group and /or international tourism marketing.
- 3.2.2.3 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 maximum of four 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 Southwest Montana campaign. The campaigns cited should include components such as:

- Full-color magazine advertising production
- Ad Designs
- Copywriting
- Media research/buying
- Cooperative/partnership opportunities

Creative work is not a required component of the solution presentation. However, rough layouts may be submitted if deemed essential to illustrate a specific point.

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 (listing related equipment), and possible use of subcontractors.

3.2.5 Please add 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 budget for Southwest Montana in Fiscal Year 2017 - 2018 is approximately \$400,000.

4.1 Billable Hour/Service

List all services for which you charge and the amount per billable hour you would charge for the initial 12-month contract term. Include all items on the worksheet provided and any others that are relevant to the proposal that Southwest Montana would be expected to pay.

<u>Service Provided</u>	<u>Amount per Hour</u>
Account Management	_____
Copywriting/Editing.....	_____
Creative concepting.....	_____
Design/Layout.....	_____
Media Research and Buying.....	_____

Commissionable Media _____

Non-commissionable Media _____

Online Advertising Design / Programming..... _____

Public Relations Management..... _____

Accounting..... _____

Budget research and estimates..... _____

Market research & analysis..... _____

Travel time to attend meetings (outside of regular board meetings, TAC, and Governor's Conference) at Southwest Montana's request _____

- Travel time _____
- Out-of-pocket expenses (lodging, meals, etc.) _____
- Meeting time _____

Costs associated with subcontracted work..... _____

Commissions charged on printing..... _____

Commissions charged on printing supplies (paper, etc.) _____

Others (please list where appropriate) _____

- 4.2** List all services for which you do not charge with an explanation of how non-billable services are determined.
- 4.3** What commission rate would you charge for media placement for this contract (print, broadcast and web)? Do you negotiate for media rate discounts due to company volume?
- 4.4** Does your company, as a matter of course or at the client's request, provide an estimate for each project prior to beginning any billable services on that particular project?

SECTION 5

EVALUATION CRITERIA

5.0 Evaluation Procedure

- 5.0.1** The evaluation committee will separate proposals into “responsive” and “non-responsive” proposals. Non-responsive 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.
- 5.0.3** **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 5 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 a possible 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** The evaluation committee reserves the right to waive the Stage Two portion of the evaluation if one proposal has a score that is 6 percent higher than the next scoring offeror. In that instance Southwest Montana may proceed immediately to final negotiations before awarding a contract.
- 5.05** 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.
- 5.06** 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.
- 5.07** 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 **1000 points**, the evaluation committee will review and evaluate the offers according to the following criteria:

	Section of RFP	Point Value
Company Qualifications - Experience related to contract needs, project manager and principle staff, company philosophy/ environment.	3.2.1 – 3.2.2	150
Marketing Campaigns - Creativity, message effectiveness, measurable results, overall campaign.	3.2.3	250
Customizing the Plan – Overall campaign matched with Southwest Montana and Montana Office of Tourism Strategic Plan, Cooperative partnerships, resources used/ applicability, understanding of what is required and needed to provide the utmost service to this contract.	3.2.4	200
Method of Providing Services – Scope of work assessment, reporting methods, in-house capabilities, research integration/ experience.	3.2.5	150
Cost for Services – Offeror cost for billable services, non-billable services, commission rate for media and print.	4.1 – 4.3	200
Written Proposal – 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		50
Total Possible Points		1000

5.2 Stage Two Evaluation Criteria – (if deemed necessary by the committee) 400 Points

Offerors who advance to Stage Two evaluation will be evaluated on the following

- **Oral Interview** – Clarity of presentation, ability to address evaluation committee questions, ability to articulate the company’s capabilities, overall presentation/style/tone/professionalism.

Oral presentations will be evaluated on the following criteria (in no specific order):

- Understanding of the Southwest Montana region within the Montana brand and travel experience
- Strategically sound recommendations and insights
- Creativity – and feasibility
- Ability to provide a complete integrated solution
- Focus/attention to measurement, analytics and accountability
- Providing committee members a clear understanding of the agency’s capabilities, strengths and weaknesses
- Highly credentialed and qualified agency staff

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), 201()

1. PARTIES

THIS CONTRACT, is entered into by and between **Southwest Montana Tourism Region**, (hereinafter referred to as "Southwest Montana"), whose address and phone number are **(1105 Main Street, Deer Lodge, MT 59722), (406-846-1943)** 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)**, 2017. The contract shall terminate on **(insert date)**, 2018, unless terminated earlier in accordance with the terms of this contract. (Mont. 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 Southwest Montana, 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 Southwest Montana 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 Southwest Montana. Any price increases must be based on demonstrated industry-wide 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 Southwest Montana the following **(insert supplies, services, etc.)**.

5. CONSIDERATION/PAYMENT

(a) In consideration for the **(insert supplies or services)** to be provided, Southwest Montana shall pay according to the following schedule: **(insert pay schedule)**.

(b) Southwest Montana 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 Southwest Montana caused by the lack of performance.

6. ACCESS AND RETENTION OF RECORDS

(a) The Contractor agrees to provide Southwest Montana, **the** Legislative Auditor or their authorized agents access to any records necessary to determine contract compliance. (Mont. 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 Southwest 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 Southwest Montana. (Mont. Code Ann. § 18-4-141.)

8. HOLD HARMLESS/INDEMNIFICATION

The Contractor agrees to protect, defend, and save Southwest Montana, 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 Southwest Montana, under this agreement

9. 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.

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

Specific Requirements for Commercial General Liability: The Contractor shall purchase and maintain occurrence coverage with combined single limits for bodily injury, personal injury, and property damage of \$500,000 per occurrence and \$1,000,000 aggregate per year to cover such claims as may be caused by any act, omission, or negligence of the Contractor or its officers, agents, representatives, assigns or subcontractors.

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

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

Certificate of Insurance/Endorsements: A certificate of insurance, indicating compliance with the required coverages, has been received by the Southwest Montana. The Contractor must notify Southwest Montana immediately, of any material change in insurance coverage, such as changes in limits, coverages, change in status of policy, etc. Southwest Montana 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 Southwest 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 Southwest Montana. This insurance/exemption must be valid for the entire contract period.

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 Southwest Montana for royalty-free and nonexclusive licensing. The Contractor shall notify Southwest Montana in writing of any invention conceived or reduced to practice in the course of performance of this contract.

(b) Southwest Montana 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.

(c) Any and all work performed for Southwest Montana will be the sole property of Southwest Montana. This includes the final product, as well as any mockups or design work and all other work leading up to the final product.

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

15. LIAISON AND SERVICE OF NOTICES

All project management and coordination on behalf of Southwest Montana shall be through a single point of contact designated as Southwest Montana'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 Southwest Montana's liaison and the Contractor's liaison.

Sarah Bannon, Executive Director will be the liaison for Southwest Montana
Tourism Region

1105 Main Street _____ (Address)
Deer Lodge, MT 59722 _____ (City, State, ZIP)
406-846-1943 _____ (Telephone #)
406-846-1943 _____ (Fax #)

_____ will be the liaison for the Contractor.
_____ (Address)
_____ (City, State, ZIP)
_____ (Telephone #)
_____ (Fax #)

Southwest Montana'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 Southwest Montana'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 Southwest Montana. Meetings will occur as problems arise and will be coordinated by Southwest Montana. 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 First Judicial District in and for the County of Powell, State of Montana and each party shall pay its own costs and attorney fees. (See Mont. Code Ann. § 18-1-401.)

18. SCOPE, AMENDMENT AND INTERPRETATION

(a) This contract consists of **(insert number)** numbered pages, any Attachments as required, RFP NUMBER 2017-01 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.

Southwest Montana Tourism

BY: _____
(Name/Title)

BY: _____
(Signature)

DATE: _____

CONTRACTOR'S NAME

ADDRESS
CITY, STATE, ZIP
FEDERAL ID #

BY: _____
(Name/Title)

BY: _____
(Signature)

DATE: _____

Approved as to legal content:

Legal Counsel (Date)
Department of _____

Approved as to form:

Contracts Officer (Date)
State Procurement Bureau