

<p>GOLD WEST COUNTRY OF MONTANA, Inc., dba SOUTHWEST MONTANA</p> <p>REQUEST FOR PROPOSAL</p>	
	<p>RFP No.: 2026-01</p> <p>RFP Title: Website Design and Maintenance, Video Production, Still Photography, E-Newsletter, Blog, and Social Media Management and Placements, Digital Signage, and Grant Writing</p> <p>Gold West Country of Montana, , Inc., dba Southwest Montana</p>
	<p>Pages: 1-33</p>
<p>SEALED PROPOSALS will be accepted until 4 pm Mountain Standard Time on:</p> <p>Friday, May 1, 2026</p>	<p>Issued by:</p> <p>Maria Pochervina, Executive Director 1000 George Street, Butte, MT 59701</p>
<p>MARK FACE OF THE PROPOSAL ENVELOPE UNDER YOUR RETURN ADDRESS WITH THE FOLLOWING:</p> <p>Southwest Montana Request for Proposal 2026-01</p>	<p>RETURN SEALED PROPOSAL TO:</p> <p>Visit Southwest Montana c/o Maria Pochervina 1000 George Street Butte, MT 59701</p>
<p>SPECIAL INSTRUCTIONS: No faxed or emailed proposals will be considered.</p>	
<p></p>	

PLEASE COMPLETE	
Federal I.D. No.:	Payment Terms: Net 30 Days
Company Name/Address: (if different)	Offeror Name: (please print)
	E-mail Address:
Phone: ()	Fax: ()
Principal Name/Title:	
Signature:	
IMPORTANT SEE STANDARD TERMS AND CONDITIONS	

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: Gold West Country of Montana Inc., dba Southwest Montana (hereinafter referred to as **Southwest Montana**) 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 Southwest Montana. Bids, proposals, and limited-solicitation responses will be firm for 30 days unless otherwise stated in the invitation for bid, request for proposal, or limited solicitation.

ACCESS AND RETENTION OF RECORDS: The contractor agrees to provide Southwest Montana, Legislative Auditor, Tourism Advisory Council, and their authorized agents with 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 contract completion date or the conclusion of any claim, litigation, or exception relating to the contract, as taken by Southwest Montana or a 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.

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. Supplies delivered that 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: Southwest Montana does not discriminate on the basis of disability in admission to, access to, or the operations of its programs, services, or activities. Individuals who need assistance, alternative document formats, or services for effective communication 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.

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

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.

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 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 the contract. Southwest Montana shall have a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use, and to 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 ensure 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 vendor's expense 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 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 seek guidance from their attorney or accountant to determine whether their activity constitutes 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 they are in good standing. 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 of any ambiguity, inconsistency, or error that they may discover upon examination of a solicitation document.

TAX EXEMPTION: Southwest Montana is exempt from Federal Excise Taxes.

TERMINATION OF CONTRACT: Unless otherwise stated, Southwest Montana 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, be fit and sufficient for the purpose manufactured, be of good material and workmanship, and be free from defect. Items offered must be new and unused and of the latest model or manufacture, unless otherwise specified by Southwest Montana. 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

WEBSITE DESIGN AND MAINTENANCE, ULTRA HIGH-DEFINITION VIDEO PRODUCTION, STILL PHOTOGRAPHY, E-NEWSLETTER, TRAVEL GUIDE REQUEST VERIFICATION, BLOGS, AND SOCIAL MEDIA CREATION AND PLACEMENTS, AND TECHNOLOGY GRANT WRITING
GOLD WEST COUNTRY OF MONTANA, INC. DBA SOUTHWEST MONTANA

RFP #2026-01

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SCHEDULE OF EVENTS

<u>Event</u>	<u>Date</u>
RFP Released	March 24, 2026
Deadline for Receipt of Written Inquiries	April 8, 2026, 4:00 p.m. MST
Written Responses Distributed	April 15, 2026
Proposal Due Date	May 1, 2026, 4:00 p.m. MST
Evaluation Committee Meeting	Week of May 11, 2026
Oral Interviews/Site Visits (if deemed necessary).....	Week of May 18, 2026
Intended Date for Contract Award.....	July 1, 2026

NOTICE

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

Contracts Officer: Maria Pochervina
Telephone Number: 406-422-7978
E-mail Address: info@southwestmt.com

SECTION 1

GENERAL INFORMATION

1.0 Introduction

Request for Proposals (RFP) – Website, Digital Content, and Marketing Support Services

Southwest Montana is issuing this Request for Proposals (RFP) to solicit competitive sealed proposals from qualified and responsible Offerors to provide website management, digital content development, and related marketing support services in support of its destination promotion efforts.

This RFP is not for full-service advertising agency services, media buying, or brand development. Rather, Southwest Montana seeks a qualified Contractor to provide technical website expertise, content production, digital communications management, and visual asset development to support existing marketing strategies and brand standards.

The selected Contractor shall provide services, including, but not limited to:

- Website design, development, hosting coordination (if applicable), email hosting coordination and management, technical support, and ongoing maintenance.
- Blog content development, writing, posting, and content management.
- Video production services.
- Professional still photography services.
- Management and coordination with photo library/digital asset management (DAM) software, including organization, tagging, and content uploads.
- E-newsletter development, email marketing support, hosting coordination, and distribution.
- Travel guide request verification services; and
- Social media content creation, scheduling, posting, and placement (organic and paid), consistent with established marketing strategies.
- Technology grant writing for technology and video projects.

These services will support the promotion of Southwest Montana as a premier travel destination to in-state, regional, national, and international markets and must align with Southwest Montana's established brand standards and strategic marketing objectives.

The successful Offeror must demonstrate substantial experience, technical competence, and organizational capacity in website development and maintenance, digital production, professional still photography, email platform administration, digital asset management systems, social media management, digital signage, and grant writing. Offerors should demonstrate expertise in execution and implementation rather than advertising strategy or media planning.

Award shall be made to the Responsible Offeror whose proposal is determined to be most advantageous to Southwest Montana, taking into consideration the evaluation criteria set forth in this RFP. Evaluation will be conducted using a Best Value methodology and will consider factors including, but not limited to, qualifications, relevant experience, technical approach, capacity to perform, and cost.

All proposals must conform to the requirements, specifications, and submission procedures outlined in this RFP. Proposals that fail to comply with the instructions and mandatory requirements contained herein may be deemed non-responsive and may not be considered for award.

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 non-responsive, 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. The proposals submitted 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, 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 Butte, 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 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.
 - (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 the cause, late proposals will not be accepted and will be automatically disqualified from further consideration. It shall be the offeror's sole risk to ensure delivery at the designated office by the designated time. Late proposals will not be opened and may be returned to the offeror at the offeror's expense or destroyed upon request.

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 that 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 #2026-01
Maria Pochervina, Executive Director
Southwest Montana
1000 George Street.
Butte, MT 59701
Email: info@southwestmt.com

- 1.3.2.1** 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 4 pm (local time) on April 8, 2026.
- 1.3.2.2** Responses to written questions will be emailed to all respondents on or before April 15, 2026.
- 1.3.3** Any interpretation, correction, or change to this RFP will be made by a 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.
- 1.3.4** Southwest Montana will issue any necessary Addenda.
- 1.3.5** 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.
- 1.3.5.1** 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 not to 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 the response must be submitted to Southwest Montana in the RFP response, 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, 1000 George Street, Butte, MT 59701. A minimum of three samples is requested from Section 3.2.3. Proposals must be received at Southwest Montana prior to 4 p.m. local time, May 1, 2026. Proposals received after this time will not be accepted for consideration. (See Section 1.2.) Facsimile or electronic submissions are not acceptable.

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 the 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 that 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 a significant impact on any proposal;
- (e) not award, or if awarded, terminate any contract if Southwest Montana determines adequate 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 in this document or in any contract documents resulting from any contract awards derived from this RFP shall create any contractual relationship 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 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, 1000 George Street, Butte, MT 59701 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, Regulations and Procedures for Region/CVB Tourism Organizations Use of Lodging Facility Use Tax Revenue (see below) 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.

All Regions/CVBs must follow the Rules and Procedures as set forth by the Montana Tourism Advisory Council. Please refer to the link below.

[Microsoft Word - Rules and Regs NEW.docx](#)

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 contract term is for a period of 12 months beginning July 1, 2026, and ending June 30, 2027. 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.

2.0 Introduction

Southwest Montana is seeking the professional services of a website development, video production, professional still photography, E-newsletter, blog posts, social media placement agency, and technology grant writing services to work as a collaborative partner in the development and maintenance of a comprehensive tourism website, production of videos, and still photography to promote Southwest Montana as a travel destination to state, regional, national and international markets. This also includes creating a monthly E-newsletter and maintenance of a photo/video library. Southwest Montana consists of nine counties, including Beaverhead, Broadwater, Deer Lodge, Granite, Jefferson, Lewis and Clark, Madison, Powell, and Silver Bow.

2.1 Background

The Montana Legislature created a dedicated four percent accommodations tax in 1987. Southwest 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 a leading industry in Montana. In 2025, Montana hosted 13.264 million non-resident visitors who spent \$5 Billion, supported 38,240 jobs statewide, resulting in \$1.6 billion in salaries, generated \$308 million in state & local taxes, and lowered taxes on each Montana household by over \$680.00.

* Data is based on the spending report by the Institute of Tourism Research and Recreation report released in May 2025 and January 2026

The website development and maintenance, video production, and social media contract will range from \$ 215K to \$225K annually. We currently contract with two agencies that specialize in media placement, travel guide production, and the distribution of printed promotional information. The successful offeror will be expected to work collaboratively and cooperatively with these agencies under contract with Southwest Montana.

2.2 Specifications and Requirements

2.2.1 Expectations

The success of Southwest Montana's marketing will be dependent on the ability to adapt to the changes and challenges before us. The successful offeror will keep abreast of the issues facing the tourism industry and will provide innovative and insightful recommendations on how Southwest Montana should adapt to or counter the obstacles we face.

2.2.2 Scope of Work

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

SOUTHWESTMT.COM WEBSITE

.NET Development Experience

The current SouthwestMT.com website is built using the Microsoft .NET Framework. Please describe your experience building and maintaining .NET websites. In particular, please detail your experience with the following related technologies:

- ASP.NET Core using C#
- .NET 6
- Responsive Web Design experience using Bootstrap, CSS3, Sass, HTML5
- jQuery
- Service Oriented Architecture (SOA)
- Mobile Device Detection (ex: 51Foundations/WURFL)
- Integration of WordPress instances into .NET websites
- Image Resizing Components (we currently use ImageResizer – imageresizing.net)
- SQL Server and XML Data Sources
- Custom Mapping Solution (using Leaflet js and Maptiler services)
- Custom Video Hosting and Display (using Vimeo)

API Experience:

Most of the business and attraction listing data included on the SouthwestMT.com website is sourced from external data partners, including the Montana Office of Tourism. The data is accessed using their application programming interfaces (APIs) or XML data files. The site also makes extensive use of Google Map API's, social media API's, and the WordPress API for retrieving blog posts. Please describe your experience using and integrating data obtained from API calls in websites you have developed or maintain including:

- Interacting with REST APIs in a scalable way
- The Montana Office of Tourism and Business Development API's and data repository.
- Wordpress API (currently used for retrieving blog posts)
- Google Maps API's including Google Marker Clustering
- National Laboratory of the Rockies API
- Maptiler API (custom hosted service)
- YouTube API
- Weatherstack API

Hosting Experience:

The successful offeror will be expected to host or make arrangements for the hosting of the SouthwestMT.com website and our Event Management System. The current website is hosted on a Microsoft Windows Load Balance Multi-node cluster and includes an embedded WordPress instance for the blog component. Please describe your experience with these technologies and include your recommendations and the costs for hosting the website and the Filemaker Event Management System.

Filemaker Platform Experience:

Our Event Management System utilizes the Filemaker Platform. Please describe your experience using Filemaker as a database solution and/or for creating custom apps.

Content Creation:

The successful offeror will be expected to lead the production of additional content for our website, social media, and blog. We are always looking for ways to better connect with our audience and keep them engaged with Southwest Montana. We post an average of 3 blog posts each month on history, regional attractions, events, culture, and recreation. This requires an in-depth knowledge of the region and willingness to travel. In addition to the monthly blogs, we ask that additional content be created and placed on the website to enhance the user experience.

Please describe your content creation experience and your familiarity with the Southwest Montana region. We would also like to know about your experience integrating with a cohesive and established brand voice.

8K/ULTRAHD VIDEO ACQUISITION, PRODUCTION & PRESENTATION:

Southwest Montana has developed an extensive library of 12K, 8K, and 4K video footage. We would like to continue growing this library and are seeking companies with expertise in this area. Please describe your company's experience and capabilities related to acquiring and working with 12K, 8K, and 4K video. In particular:

Acquisition of high-resolution video:

Describe your capabilities and available equipment for capturing 12K, 8K, and 4K video, as well as any special capabilities that you feel would be relevant for this type of project.

Drone experience and capabilities:

Do you have experience shooting drone footage? If so, do you have pilots who are FAA Part 107 certified, and what types/models of drones do you use? Can you share examples of your work?

Editing and production:

Please describe your experience editing and producing 8K, 6K, and 4K videos, including your experience with color grading, audio engineering, and a description of the editing software you use.

Working with Existing Footage:

Our current library consists of footage captured using various RAW codecs, including RED RAW, Canon Cinema RAW Light, Blackmagic RAW, and ProRes RAW, allowing for high-quality and flexibility during the editing process. Please describe your ability and experience with capturing, working with, and storing these formats.

Presentation/Digital Signage:

Southwest Montana has developed a network of UltraHD display devices installed throughout the region in visitor-friendly locations. Please share your experience with digital signage solutions, including 4k media players, large-format kiosks, local playback options, content management systems, and video optimization for digital signage applications.

SOCIAL MEDIA AND MONTHLY E-NEWSLETTER:**Social Media Management:**

Southwest Montana has maintained an active and engaged social media presence for the past fifteen years. This presence has become a significant method for us to reach and engage a large audience. We use these channels

(YouTube, Facebook, and Instagram) to encourage further travel and exploration of the region by providing additional travel information and inspiration.

Please describe your company's experience and ability in this area, including strategic planning, content creation, audience engagement, and familiarity with social media advertisement platforms.

In addition, Southwest Montana uses CrowdRiff extensively to acquire rights to and showcase region-specific user-generated content (UGC). Please share your experience with CrowdRiff's tools, including UGC discovery/licensing, their Digital Asset Management (DAM) system, galleries, and performance analytics.

Monthly E-Newsletters:

Our monthly e-newsletters are a primary form of communication between our travel region and travelers. This is one of the most direct forms of communication we have with a constantly growing list of subscribers. Please describe your experience with content creation, your understanding of email automation, and your experience with Constant Contact.

TECHNOLOGY GRANT WRITING:

In the past, our website/video agency has written grants for technology and video projects. These initiatives have enabled Southwest Montana to leverage existing funds to attract additional grant funding for new and innovative projects. Please describe your experience and examples of similar grants you have applied for and/or secured.

2.3 Working Relationship

Southwest Montana can be subject to external forces that may dictate the need for immediate action or a response on our website. 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. While it is not a prerequisite that the offeror have an office in Butte, it is expected that key personnel be available for meetings in the Southwest Montana region 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;
- (2) an opportunity for Southwest Montana to review all draft materials
- (3) be kept informed as to the status and progress of all approved projects through completion and,
- (4) final approval will be required on all proposals undertaken on its behalf.

Southwest Montana requests representation of the successful offeror at specific times during the fiscal year (typically 5-7 times).

SECTION 3

OFFEROR QUALIFICATIONS

Southwest Montana Right to Investigate and Reject

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

3.0 References

Southwest Montana may conduct such investigations as it deems necessary to determine the offeror's ability to supply the specified products and perform the specified services.

3.1 References (Failure to Qualify or Negative):

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 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. (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 references who are using the services of the type proposed in this RFP. The references should include 1) any experience in developing and maintaining a website, producing videos and content, managing social media platforms, writing blogs, and grant writing. 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 the 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 website development and maintenance work, video production services, and social media placements 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 Websites Developed and Videos Produced.** The offeror should provide up to 3 samples of websites and videos produced that are pertinent to this proposal. The components of these must be detailed and specific. For the samples provided, identify the personnel responsible for the development or production components.
- 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 requested regarding client reporting methods, in-house production capabilities (including related equipment), and possible use of subcontractors.
- 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 budget for the professional services detailed herein is approximately \$215K-\$225K, based on Southwest Montana’s projected annual “bed tax” revenue from accommodations, which ranges between \$900K and \$1M annually. Failure of an offeror to provide prices for all line items listed on the schedule may cause for rejection of the entire offer or cancellation of the contract. An offeror may enter “No Cost” in the unit price column to indicate that the item is being offered at “No Cost.”

4.1 Services and Hourly Rate

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

Services Provided	Amount per Hour
Account Management	
Design/Layout	
Creative Concepting	
Video Production	
Still Photography	
Social Media	
Budget Research and Estimates	
Costs Associated with Subcontracted Work	
Others (Please list where appropriate_	

4.2 Meetings

Southwest Montana holds between 7 and 9 board meetings per calendar year throughout the nine-county region. Southwest Montana requires key agency personnel to attend these meetings as deemed necessary, at no charge for travel or time.

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 _____
- Other _____

4.3 Non-billable services

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

4.4 Additional Compensation Requirements

4.4.1 Minimum Timekeeping Requirements

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

4.5 Net Pricing

All media, outside production costs, subcontractors' costs, or out-of-pocket expenses incurred will be invoiced at net cost. Any and all commissions must be separated out on invoices.

4.6 Additional Rates

4.6.1 List additional commission rates(s) and/or charges not identified above.

4.6.2 Identify and list any and all additional costs.

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** If necessary, 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 5.0. If the first and second top-scoring proposals are within 5 percent 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. One of the individuals participating in the Stage Two oral interview must be the account manager designated in the proposal.
- 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 10 percent higher than the next scoring offeror. In that instance, Southwest Montana may proceed immediately to final negotiations before awarding a contract.
- 5.0.5** For each finalist, total points for written responses, as scored by the evaluation committee, and total points for the possible 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.
- 5.0.6** 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 **650 points**, the evaluation committee will review and evaluate the offers according to the following criteria:

Scope of Work	<u>46.1%</u> of points for a possible 300
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Category	Section of RFP	Point Value
A. Scope of Work	2.2.2	250
B. Working Relationship	2.3	50

Offeror Qualifications	<u>38.5%</u> of points for a possible 250
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Category	Section of RFP	Point Value
A. References	3.2.1	50
B. Resumes/Company Experience	3.2.2	50
C. Samples of Websites and Videos	3.2.3	50
D. Method of Providing Service	3.2.4	50
E. Your Turn	3.2.5	50

Cost Proposal	<u>7.7%</u> of points for a possible 50
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Category	Section of RFP	Point Value
A. Billable Hour/Service	4.1	30
B. Non-billable Services	4.2	20

Written Proposal	<u>7.7%</u> of points for a possible 50
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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		50

5.2 Stage Two Evaluation Criteria, Should It Be Necessary

Based on a maximum possible value of 180 points, the evaluation committee will review and evaluate the Stage Two proposals according to the following criteria:

Oral Interview	possible point value 180
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Category	Point Value
A. Clarity of presentation	35
B. Ability to address evaluation committee questions	35
C. Ability to articulate the company's capabilities	25
D. Overall presentation/style/tone/professionalism	25
E. Overall knowledge of the travel and tourism industry	30
F. Please describe your ability to actively participate in an impromptu meeting at the request of Southwest Montana.	30

APPENDIX A

SAMPLE CONTRACT

1. Parties
2. Effective Date, Duration, and Renewal
3. Cost/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. Required Insurance
10. Compliance with Workers' Compensation Act
11. Intellectual Property
12. Compliance with Laws
13. Patent and Copyright Protection
14. Contract Termination
15. Liaison and Service of Notices
16. Meetings
17. Contractor Performance Assessments
18. Transition Assistance
19. Choice of Law and Venue
20. Scope, Amendment, and Interpretation
21. Execution

SAMPLE CONTRACT

(insert date), 20()

1. PARTIES

THIS CONTRACT is entered into by and between the Gold West Country of Montana Inc., dba Southwest Montana (hereinafter referred to as “Southwest Montana”), whose address and phone number are 1000 George Street, Butte, MT, (406-422-7978),(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

2.1 Contract Term. This contract (insert contract number) shall take effect on (insert date), 20(). The contract shall terminate on (insert date), 20(), unless terminated earlier in accordance with the terms of this contract. (Mont. Code Ann. § 18-4-313.)

2.2 Contract Renewal. 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 7-year period. *(State contracts generally may not exceed a total of seven years.)*

3. COST/PRICE ADJUSTMENTS

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

OR

Cost Increase by Fixed Amount. After the initial term of the contract, each renewal term may be subject to a cost increase of (insert %)% , not to exceed (insert %)% , for the entire term of the contract.

OR

Price Adjustments Negotiated Based on Changes in Contractor’s Costs.

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 a detailed description of the supplies, services, etc., to be provided to correspond to the requirements specified in Section 2, Scope of Project).

5. CONSIDERATION/PAYMENT

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

5.2 Withholding of Payment. 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.

Section 6 is to be used as needed, depending on the project. Call the Special Procurement Bureau for assistance at 406-444-2575.

6. ACCESS AND RETENTION OF RECORDS

6.1 Access to Records. 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.)

6.2 Retention Period. 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.

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.) 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. No contractual relationships exist between any subcontractor and Southwest Montana.

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. REQUIRED INSURANCE

9.1 General Requirements. The Contractor shall maintain for the duration of the contract, at its cost and expense, insurance against claims for injuries to persons or damages to property, including contractual liability, which may arise from or in connection with the performance of the work by the Contractor, agents, employees, representatives, 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 Southwest Montana, 1000 George Street, Butte, MT 59701. 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.

10. 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 the State. This insurance/exemption must be valid for the entire contract period. A renewal document must be sent to Southwest Montana, 1000 George Street, Butte, MT 59701 upon expiration.

11. 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.

12. 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.

13. PATENT AND COPYRIGHT PROTECTION

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

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

Montana shall be prevented by injunction, Southwest Montana will determine if the Contract has been breached.

14. CONTRACT TERMINATION

(a) Southwest Montana 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) 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 serve as the single point of contact for the 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 Maria Pochervina, Executive Director, will be the liaison for Southwest Montana

1000 George Street, Butte, MT 59701
406-422-7978

_____	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 the meeting date, time, and location. Face-to-face meetings are desired. However, at the Contractor's option and expense, virtual meetings 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. CONTRACTOR PERFORMANCE ASSESSMENTS

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

18. TRANSITION ASSISTANCE

If this contract is not renewed at the end of this term, or is terminated prior to the completion of a project, or if the work on a project is terminated, for any reason, the Contractor must provide for a reasonable period of time after the expiration or termination of this project or contract, all reasonable transition assistance requested by Southwest Montana, to allow for the expired or terminated portion of the services to continue without interruption or adverse effect, and to facilitate the orderly transfer of such services to Southwest Montana or its designees. Such transition assistance will be deemed by the parties to be governed by the terms and conditions of this contract, except for those terms or conditions that do not reasonably apply to such transition assistance. Southwest Montana shall pay the Contractor for any resources utilized in performing such transition assistance at the most current rates set forth in the contract. If no established contract rates exist, the rate shall be mutually agreed upon. If Southwest Montana terminates a project or this contract for cause, then Southwest Montana will be entitled to offset the cost of paying the Contractor for the additional resources the Contractor utilized to provide transition assistance against any damages Southwest Montana may have otherwise accrued as a result of such termination.

19. CHOICE OF LAW AND VENUE

This contract is governed by the laws of Montana. The parties agree that any litigation concerning this bid, proposal, or subsequent contract must be brought in the Second Judicial District in and for the County of Silver Bow, State of Montana, and each party shall pay its own costs and attorney fees. (See Mont. Code Ann. § 18-1-401.)

20. SCOPE, AMENDMENT AND INTERPRETATION

(a) This contract consists of **(insert number)** numbered pages, any Attachments as required, RFP #2026-01 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.

21. EXECUTION

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

Southwest Montana
1000 George Street
Butte, MT 59701
Federal ID #81-0447050

BY: _____
(Name/Title)

(Signature)

DATE: _____

(INSERT CONTRACTOR'S NAME)
(Insert Address)
(Insert City, State, Zip Code)
Federal ID #

BY: _____
(Name/Title)

Signature)

DATE: _____