

DILLON AREA CONVENTION AND VISITORS BUREAU
"Professional Branding & Strategic Marketing Plan for the
Dillon Area CVB"

RFP NUMBER: DCVB-2019-01B	RFP TITLE: <i>Professional Branding & Marketing Plan for The Dillon Area CVB</i>	
Pages: 33	RFP Response Due Date and Time: Friday, November 01, 2019 - 5:00PM	Issue Date: SEPTEMBER 23, 2019

ISSUING AGENCY INFORMATION

Candi Whitworth, Executive Director info@beaverheadchamber.org	Beaverhead Chamber of Commerce & Ag Dillon Area CVB Phone: (406) 683-5511
Website: www.visitdillonmt.com	

INSTRUCTIONS TO OFFERORS

Return Sealed Proposal To: Beaverhead Chamber of Commerce Dillon Area CVB PO Box 425 10 Reeder Street Dillon, Montana 59725	Mark Face of Envelope/Package With: RFP Number DCVB-2019-01B Response Due Date: Friday, November 01, 2019 5:00 PM
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SPECIAL INSTRUCTIONS: NO FAXED OR EMAILED PROPOSALS WILL BE ACCEPTED.

OFFERORS MUST COMPLETE THE FOLLOWING

Offeror Name and Address:	_____
	(Name/Title)

	(Signature)
	Print name and title and sign in ink. By submitting a response to this RFP, offeror acknowledges it understands and will comply with the RFP Specifications and Requirements.
Type of Entity (Corp., LLC, etc) & TIN:	Offeror Phone Number:
Offeror Email Address:	Offeror Fax Number:

OFFERORS MUST RETURN THIS COVERSHEET WITH RFP RESPONSE. BY RESPONDING YOU ARE CERTIFYING THAT YOU HAVE MET ALL REQUIREMENTS OF THIS RFP AND THAT ALL COMMUNICATION REGARDING THIS RFP HAS BEEN CHANNELLED THROUGH THE POINT OF CONTACT IDENTIFIED HEREIN.

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 Beaverhead Chamber of Commerce/Dillon Area CVB, staff, board members or committee member regarding this procurement, except at the direction of Candi Whitworth, Executive Director of Beaverhead Chamber of Commerce & Ag/Dillon Area CVB. Any unauthorized contact may disqualify the offeror from further consideration.

Point of Contact: Candi Whitworth, Executive Director
Telephone Number: (406) 683-5511
E-mail Address: info@beaverheadchamber.org

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INSTRUCTIONS TO OFFERORS

It is the responsibility of each offeror to:

1. **Follow the format required in the RFP** when preparing your response. Provide Responses in a clear and concise manner.
2. **Provide complete answers/descriptions.** Read and answer **all** questions and requirements. Proposals are evaluated based **solely** on the information and materials provided in your written response.
3. **Use any forms provided,** e.g., cover page, budget form, certification forms, etc.
4. **Submit your response on time.** Note all the dates and times listed in the Schedule of Events and within the document. Late proposals **WILL NOT BE** accepted.

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

- Signed Cover Sheet
- In addition to a detailed response to all requirements within Sections 3, 4, and 5, offeror must acknowledge that it has read, understands, and will comply with each section/subsection listed below by initialing the line to the left of each. If offeror cannot meet a requirement, provide a detailed explanation on a separate page.

_____	Section 1, Introduction & Instructions
_____	Section 2, RFP Standard Information
_____	Section 3, Scope of Services
_____	Section 4, Offeror Qualifications
_____	Section 5, Cost Proposal
_____	Section 6, Evaluation Process
_____	Appendix A, Standard Terms & Conditions
_____	Appendix B, Sample Agreement

Schedule of Events

Event	DATE
RFP Released	Monday, September 23, 2019
Deadline for Receipt of Written Inquiries . .	Monday, October 07, 2019
Written Responses Published	Wednesday, October 16, 2019
Proposal Due Date	Friday, November 01, 2019
Evaluation Committee Meeting	Wednesday, November 06, 2019
Oral Interview Date (OPTIONAL)	Friday, November 08, 2019
Intended Date for Contract Award	Friday, November 08, 2019

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 Beaverhead Chamber of Commerce/Dillon Area CVB, staff, board members or committee member regarding this procurement, except at the direction of Candi Whitworth, Executive Director of Beaverhead Chamber of Commerce & Ag/Dillon Area CVB. Any unauthorized contact may disqualify the offeror from further consideration.

Point of Contact: Candi Whitworth, Executive Director
Telephone Number: (406) 683-5511
E-mail Address: info@beaverheadchamber.org

SECTION 1: INTRODUCTION AND INSTRUCTIONS

1.1 **INTRODUCTION.** The Dillon Area CVB is pleased to invite you to submit a proposal for the Professional Branding and Strategic Marketing Plan for the Dillon Area CVB. The successful offeror must demonstrate extensive knowledge in community branding along with a thorough knowledge of how to assist the Dillon Area CVB promote the Dillon area as a travel destination. Proposals submitted in response to the specifications contained herein shall comply with the following instructions and procedures:

CONTRACT PERIOD. The contract period is for six (6) months. The parties may mutually agree to a renewal of this contract in six (6) month intervals as necessary to complete the agreed upon scope of work. This contract, including any renewals, may not exceed a total of two (2) years.

SINGLE POINT OF CONTACT. From the date this Request for Proposal (RFP) is issued until an offeror is selected and announced by the Dillon Area CVB, offerors shall not communicate with any Beaverhead Chamber of Commerce/Dillon Area CVB staff, board members or committee members regarding this procurement, except at the specific direction of Candi Whitworth the organizational point of contact in charge of the solicitation. Any unauthorized contact may disqualify the offeror from further consideration. Contact information for the single point of contact is:

Point of Contact: Candi Whitworth, Executive Director Telephone
Number: (406) 683-5511
E-mail Address: info@beaverheadchamber.org

1.2 **REQUIRED REVIEW.**

1.2.1 **REVIEW RFP.** Offerors shall carefully review the entire RFP. Offerors shall promptly notify the contracting officer identified above via e-mail or in writing of any ambiguity, inconsistency, unduly restrictive specifications, or error that they discover. In this notice, the offeror shall include any terms or requirements within the RFP that preclude the offeror from responding or add unnecessary cost. Offerors shall provide an explanation with suggested modifications. The notice must be received by the deadline for receipt of inquiries set forth in Section 1.4.2. DCVB will determine if any changes to the RFP are necessary and respond as described herein.

1.2.2 **FORM OF QUESTIONS.** Offerors having questions or requiring clarification or interpretation of any section within this RFP must address these issues via e-mail to the contracting officer listed above on or before 5:00PM on October 07, 2019. Clear reference to the section, page, and item in question must be included with your request. Questions received after the deadline will or by any other format than e-mail considered at the discretion of the DCVB.

1.2.3 **DCVB RESPONSE.** The Dillon Area CVB will provide a written response via email by 5:00PM on Wednesday, October 16, 2019 to all questions received by the deadline. Questions and Answers will be compiled into one document that will be posted on the Dillon Area CVB website with the RFP at <http://www.visitdillonmt.com/BrandingRFP> by the close of business October 16, 2019. Any other form of interpretation, correction, or change to this RFP will not be binding upon Dillon Area CVB.

1.3 **GENERAL REQUIREMENTS.**

1.3.1 **ACCEPTANCE OF STANDARD TERMS AND CONDITIONS.** By submitting a response to this RFP, offeror accepts the standard terms and conditions contract set out in Appendices A and B, respectively. Much of the language included in the standard terms and conditions and contract reflects requirements of Montana Law.

Offerors requesting additions or exceptions to the standard terms and conditions, contract terms, shall submit them to the contracting officer listed above by the date in Section 1.4.2. A request must be accompanied by an explanation why the exception is being sought and what specific effect it will have on the offeror's ability to respond to the RFP or perform the contract.

Dillon Area CVB shall identify any revisions to the standard terms and conditions and contract language in a written addendum issued to this RFP. The addendum will apply to all offerors submitting a response to this RFP. Dillon Area CVB will determine any changes to the standard terms and conditions and/or contract.

1.3.2 **RESULTING CONTRACT.** This RFP and any addenda, the offeror's RFP response, including any amendments, a best and final offer (if any), and any clarification question responses shall be incorporated by reference in any resulting contract.

1.3.3 **UNDERSTANDING OF SPECIFICATIONS AND REQUIREMENTS.** By submitting a response to this RFP, offeror acknowledges it understands and will comply with the RFP specifications and requirements.

1.3.4 **OFFERTORY'S SIGNATURE.** Offeror's proposal must be signed in ink by an individual authorized to legally bind the offeror. The

offeror's signature guarantees that the offer has been established without collusion. Offeror shall provide proof of authority of the person signing the RFP upon Dillon Area CVB's request.

1.4 **OFFER IN EFFECT FOR 120 CALENDAR DAYS.** Offeror agrees that it may not modify its proposal for a 120-day period following the RFP due date.

1.5 SUBMITTING A PROPOSAL

1.5.1 **ORGANIZATION OF PROPOSAL.** Offerors must organize their proposal into sections that follow the format of this RFP. Proposals should be bound and must include tabbed dividers separating each section. Proposal pages must be consecutively numbered.

All subsections not listed in the "Instructions to Offerors" on page 3 require a response. Restate the section/subsection number and the text immediately prior to your written response.

Unless specifically requested in the RFP, an offeror making the statement "Refer to our literature..." or "Please see www.....com" may be deemed nonresponsive or receive point deductions. If making reference to materials located in another section of the proposal, specific page numbers and sections must be noted. **The Evaluation Committee is not required to search through the proposal or literature to find a response.**

1.5.2 **FAILURE TO COMPLY WITH INSTRUCTIONS.** Offerors failing to comply with these instructions may be subject to point deductions. Further, Dillon Area CVB, may deem a proposal nonresponsive or disqualify it from further consideration if it does not follow the response format, is difficult to read or understand, or is missing requested information.

1.5.3 **MULTIPLE PROPOSALS.** Offerors may, at their option, submit multiple proposals. Each proposal shall be evaluated separately.

1.5.4 **COPIES REQUIRED AND DEADLINE FOR RECEIPT OF PROPOSALS.** Offerors must submit one original proposal and five (5) copies to Dillon Area CVB. In addition, the Dillon Area CVB reserves the right to request an electronic copy of the RFP response.

EACH PROPOSAL MUST BE SEALED AND LABELED ON THE OUTSIDE OF THE PACKAGE clearly indicating it is in response to RFP DCVB-2019-01B. *Proposals must be received prior to 5:00 p.m., Mountain Time, Friday, November 01, 2019. Offeror is solely responsible for assuring delivery by the designated time.*

1.5.5 **FACSIMILE RESPONSES.** A facsimile response to an RFP will NOT be accepted.

1.5.6 **LATE PROPOSALS.** Regardless of cause, Dillon Area CVB shall not accept late proposals. Such proposals will automatically be disqualified from consideration. Offeror may request Dillon Area CVB return the proposal at offeror's expense or Dillon Area CVB will dispose of the proposal if requested by the offeror. (See Administrative Rules of Montana (ARM) 2.5.509.)

1.7 COSTS/OWNERSHIP OF MATERIALS

1.7.1 **DILLON AREA CVB IS NOT RESPONSIBLE FOR PREPARATION COSTS.** Offeror is solely responsible for all costs it incurs prior to contract execution.

1.7.2 **OWNERSHIP OF TIMELY SUBMITTED MATERIALS.** The Dillon Area CVB shall own all materials submitted in response to this RFP.

SECTION 2: RFP STANDARD INFORMATION

2.1 AUTHORITY. The RFP is issued under 18-4-304, Montana Code Annotated (MCA) and ARM 2.5.602. 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. Dillon Area CVB shall use only the evaluation criteria outlined in this RFP.

2.2 OFFEROR COMPETITION. Dillon Area CVB encourages free and open competition to obtain quality, cost-effective services and supplies. Dillon Area CVB designs specifications, proposal requests, and conditions to accomplish this objective.

2.3 RECEIPT OF PROPOSALS AND PUBLIC INSPECTION.

2.3.1 PUBLIC INFORMATION. Subject to exceptions provided by Montana Law, all information received in response to this RFP, including copyrighted material, is public information. Proposals will be made available for public viewing and copying shortly after the proposal due date and time. The exceptions to this requirement are: (1) bona fide trade secrets meeting the requirements of the Uniform Trade Secrets Act, Title 30, chapter 14, part 4, MCA, that have been properly marked, separated, and documented; (2) matters involving individual safety as determined by Dillon Area CVB.; and (3) other constitutional protections. See 18-4-304, MCA. The interested party is responsible for the cost of copies and to provide personnel to do the copying.

2.3.2 CONTRACT OFFICER REVIEW OF PROPOSALS. Upon opening the proposals in response to this RFP the contracting officer reviews the proposals for information that meets the exceptions in Section 2.3.1, providing the following conditions have been met:

- Confidential information (including any provided in electronic media) is **clearly marked and separated from the rest of the proposal.**
- The proposal does not contain confidential material in the cost or price section.
- If a proposal contains confidential information on the part of the offeror then an affidavit from the 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, is attached to each proposal containing trade secrets. Counsel must use the State of Montana "Affidavit for Trade Secret Confidentiality" form in requesting the trade secret claim. This affidavit form is available on the OneStop Vendor Information website at: <http://svc.mt.gov/gsd/OneStop/GSDDocuments.aspx> or by calling (406) 444-2575.

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

2.4 CLASSIFICATION AND EVALUATION OF PROPOSALS

2.4.1 INITIAL CLASSIFICATION OF PROPOSALS AS RESPONSIVE OR NONRESPONSIVE. Dillon Area CVB shall initially classify all proposals as either "responsive" or "nonresponsive" (ARM 2.5.602). Dillon Area CVB may deem a proposal nonresponsive if: (1) any of the required information is not provided; (2) the submitted price is found to be excessive or inadequate as measured by the RFP criteria; or (3) the proposal does not meet the RFP requirements and specifications.

Dillon Area CVB may find any proposal to be nonresponsive at any time during the procurement process. If Dillon Area CVB deems a proposal nonresponsive, it will not be considered further.

2.4.2 DETERMINATION OF RESPONSIBILITY. The Dillon Area CVB will determine whether an offeror has met the standards of responsibility consistent with ARM 2.5.407. An offeror may be determined nonresponsive at any time during the procurement process if information surfaces that supports a nonresponsive determination. If an offeror is found nonresponsive, the contracts officer will notify the offeror by mail. The determination will be made a part of the procurement file.

2.4.3 EVALUATION OF PROPOSALS. An evaluation committee will evaluate all responsive proposals based on stated criteria and recommend award to the highest scoring offeror. The evaluator/evaluation committee may initiate discussion, negotiation, or a best and final offer. In scoring against stated criteria, the evaluator/evaluation committee may consider such factors as accepted industry standards and a comparative evaluation of other proposals in terms of differing price and quality. These scores will be used to determine the most advantageous offering to Dillon Area CVB. If an evaluation committee meets to deliberate and evaluate the proposals, the public may attend and observe the evaluation committee deliberations.

2.4.4 COMPLETENESS OF PROPOSALS. Selection and award will be based on the offeror's proposal and other items outlined in this RFP. Proposals may not include references to information such as Internet websites, unless specifically requested. Information or materials presented by offerors outside the formal response or subsequent discussion, negotiation, or best and final offer, if requested, will not be considered, will have no bearing on any award, and may result in the offeror being disqualified from further consideration.

2.4.5 OPPORTUNITY FOR DISCUSSION/NEGOTIATION AND/OR ORAL PRESENTATION/PRODUCT DEMONSTRATION. After receipt of proposals and prior to the recommendation of award, the Dillon Area CVB **may** initiate discussions with one or more offerors should clarification or negotiation be necessary. If no clear front runner is determined by scoring the written process or should the evaluation committee deem it necessary- agencies selected as finalists will also be required to make an oral presentation and/or product demonstration to clarify their RFP response or to further define their offer. In either case, offerors should be prepared to send qualified personnel to Dillon, Montana, to discuss technical and contractual aspects of their proposal. Oral presentations and product demonstrations, if requested, shall be at the offeror's expense.

2.4.6 BEST AND FINAL OFFER. Under Montana law, the Dillon Area CVB may request a best and final offer if additional information is required to make a final decision. Dillon Area CVB reserves the right to request a best and final offer based on price/cost alone. Please note that Dillon Area CVB rarely requests a best and final offer on cost alone.

2.4.7 EVALUATOR/EVALUATION COMMITTEE RECOMMENDATION FOR CONTRACT AWARD. The evaluator/ evaluation committee will provide a written recommendation for contract award to the contracts officer that contains the scores, justification, and rationale for the decision. The contracts officer will review the recommendation to ensure its compliance with the RFP process and criteria before concurring with the evaluator's/evaluation committee's recommendation.

2.4.8 REQUEST FOR DOCUMENTS NOTICE. Upon concurrence with the evaluator's/evaluation committee's recommendation, the contracts officer will request from the highest scoring offeror the required documents and information, such as insurance documents, contract performance security, an electronic copy of any requested material (e.g., proposal, response to clarification questions, and/or best and final offer), and any other necessary documents. Receipt of this request does not constitute a contract and **no work may begin until a contract signed by all parties is in place.** The contracts officer will notify all other offerors of the State's selection.

2.4.9 CONTRACT EXECUTION. Upon receipt of all required materials, a contract (Appendix B) incorporating the Standard Terms and Conditions (Appendix A), as well as the highest scoring offeror's proposal, will be provided to the highest scoring offeror for signature. The highest scoring offeror will be expected to accept and agree to all material requirements contained in Appendices A and B of this RFP. If the highest scoring offeror does not accept all material requirements, Beaverhead Chamber of Commerce / Dillon Area CVB may move to the next highest scoring offeror or cancel the RFP. Work under the contract may begin when the contract is signed by all parties.

2.5 DILLON AREA CVB RIGHTS RESERVED

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

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

SECTION 3: SCOPE OF SERVICES

To enable DILLON AREA CVB 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 DILLON AREA CVB requirements.

All subsections of Section 3 not listed in the "Instructions to Offerors" on page 3 require a response. Restate the subsection number and the text immediately prior to your written response.

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

3.1 INTRODUCTION. The Dillon Area CVB is seeking the professional services of a qualified agency to work as a collaborative partner to create a community brand and marketing strategy promoting the Dillon Area CVB as a year-round travel destination to state, regional, national and international markets.

3.2 BACKGROUND. Dillon Montana achieved CVB (Convention and Visitor's Bureau) Status in 2014. The Dillon Area CVB is part of Southwest Montana, a Montana Travel Region. The Dillon Area CVB, under the organizational structure of the Beaverhead Chamber of Commerce & Agriculture, is focused on marketing the Dillon area. Travel and tourism plays a significant role for both the current and future generations of the Dillon area. It is an imperious fact that Dillon must market its area as a year-round destination.

3.3 PROPOSED SCOPE OF WORK. In order for the Dillon Area CVB to evaluate each proposal, please estimate the costs and the proposed timeline for each of the following tasks. While these tasks as outlined may/will not constitute all that your firm intends to deliver, it does provide the evaluators with a baseline comparative. If a major step is not identified, please note. Feel free to augment with your process within this framework.

3.3.1 ASSESSMENT. We expect the offeror to provide a thorough ground up assessment that answers the following questions:

- Who do we think we are?
- Who does our target market think we are?
- Do we know our target market?
- Evaluate the strengths and weaknesses of our area.
- Identify the top 5 regional competitors.
- Identify the research methodology you will use to answer these questions.

3.3.2 DESTINATION PROMISE. Identify the unique message, promise and position that Dillon can deliver upon.

3.3.3 CREATIVE – VISUAL IDENTITY. Offeror will create an effective

Brand, Tagline and Logo along with guidelines for use of these items and application for media specific use of the Brand, Tagline, and Logo.

3.3.4 **STRATEGIC INTEGRATED MARKETING PLAN** - Offeror will provide oversight, assistance and consulting services to properly identify target markets, methods and applications necessary to develop a marketing plan for the Dillon Area CVB. In addition, offeror will research trends and identify long range goals for the DCVB.

3.4 **WORKING RELATIONSHIP.** Dillon Area CVB intends to have a close working relationship with the successful offeror. It is expected that Dillon Area CVB be kept informed as to the status and progress of all approved project phases through completion.

The Branding of a Community requires a deep understanding of the community and its visitors. Offeror is expected to have "buy-in" to the Dillon area. Offeror should either have or build an understanding of who we are, who we wish to become and possess a true desire to help us reach our goals.

Dillon Area CVB will need reassurance for the following:

Dillon Area CVB owns all property - including creative, strategic plans and any other activities done on behalf of Dillon Area CVB; when we need assistance, we will be able to communicate with the lead agency person or the individual responsible for the task; that whenever possible templates are provided to keep the cost of changes minimal and when changes by the agency are necessary, an estimate is provided in advance.

SECTION 4: OFFEROR QUALIFICATIONS

All subsections of Section 4 not listed in the "Instructions to Offerors" on page 3 require a response. Restate the subsection number and the text immediately prior to your written response.

4.1 **DILLON AREA CVB RIGHT TO INVESTIGATE AND REJECT.** The Dillon Area CVB may make such investigations as deemed necessary to determine the offeror's ability to provide the supplies and/or perform the services specified. DILLON AREA CVB reserves the right to reject a proposal if the information submitted by, or investigation of, the offeror fails to satisfy DILLON AREA CVB that the offeror is properly qualified to perform the obligations of the contract. *This includes DILLON AREA CVB's ability to reject the proposal based on negative references.*

4.2 **OFFEROR QUALIFICATIONS.** To enable DILLON AREA CVB 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 DILLON AREA CVB's requirements.

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

4.2.1 **REFERENCES.** Offeror shall provide a minimum of two references that are using services of the type proposed in this RFP. 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 description of the service type, and dates the services were provided. DILLON AREA CVB 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.

4.2.2 **COMPANY PROFILE AND EXPERIENCE.** Offeror shall provide documentation establishing the individual or company submitting the proposal has the qualifications and experience to provide the supplies and/or services specified in this RFP, including, at a minimum:

- A detailed description of any similar past projects, including the supply/service type and dates the supplies and/or services were provided;
- The client for whom the services were provided; and
- A general description of the firm including its primary source of business, organizational structure and size, number of employees, years of experience performing services similar to those described within this RFP.

4.2.3 **RESUMES.** Offeror shall include resumes of key 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. Offeror shall specify how long the individual/company submitting the proposal has been in the professional advertising and consulting business services similar to those identified in this RFP.

- **ACCOUNT MANAGER.** Identify the Account Manager who will oversee all contract work and document the experience, education and qualifications that enable him/her to assume the role of Account Manager. Define the percentage of the Account Manager's time that will be devoted exclusively to DILLON AREA CVB's account.
- **ACCOUNT TEAM PERSONNEL.** Identify any other key individuals who will be assigned executive, managerial and/or professional duties pertaining to this contract work, and the responsibilities assigned to each individual. The information provided should include resumes that cite experience with similar projects.

4.2.4 **BUSINESS/MARKETING PHILOSOPHY.** Detail your agency's business and marketing philosophies. Describe your agency's work environment and internal culture.

4.2.5 **SAMPLES OF SUCCESSFUL BRANDING CAMPAIGNS.** The offeror shall provide a minimum of three samples of *Community or Product Branding and Marketing Strategy*, which are relevant to the type of work outlined in this RFP. The components of the campaign must be detailed and specific. Community branding is our primary concern, please include community branding projects if available.

4.2.6 **SOLUTION PRESENTATION-WRITTEN RESPONSE.** The offeror should prepare a written response that delineates the process the offeror would employ to develop a Community Brand designed to promote Dillon as a travel destination. Speculative creative work is NOT a required component of the Solution Presentation. The written response should include and address the following: Outline the process and techniques employed to develop a Brand. Provide an overview of your approach to strategic planning.

4.2.7 **GEOGRAPHICAL COVER.** The offeror should have and present a clear understanding of the geographic location, special needs and attractions of the Dillon Area.

4.2.8 **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.

4.2.9 **ORAL PRESENTATION/PRODUCT DEMONSTRATION/INTERVIEW.** Offerors must be prepared to have the key personnel assigned to this project complete a (n) oral presentation/product demonstration/interview in Dillon, Montana. Dillon Area CVB reserves the right to have presentations from only the highest scoring offerors.

SECTION 5: COST PROPOSAL

All subsections of Section 5 not listed in the "Instructions to Offerors" on page 3 require a response. Restate the subsection number and the text immediately prior to your written response.

5.1 PROPOSED SCOPE OF WORK. In order for the Dillon Area CVB to evaluate each proposal, please estimate the costs and the proposed timeline for each of the tasks outlined in Section 3. While these tasks as outlined may/will not constitute all that your firm intends to deliver, it does provide the Dillon Area CVB with a comparative. If a major step is not identified, please note. Feel free to augment with your process within this framework.

5.2 FIRM FIXED PRICE AGREEMENT. This agreement will be awarded on a Firm Fixed Price Basis.

5.3 BILLABLE HOURS/SERVICE. List all services for which you charge and the amount per billable hour you would charge for the initial contract term. Include all items on the worksheet provided and any others that are relevant to the proposal that DILLON AREA CVB would be expected to pay.

<u>Service Provided</u>	<u>Amount per Hour /Service</u>
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5.4 OTHER BILLABLE EXPENSES

Costs for travel time to attend meetings in Dillon

Travel Time	
Out of Pocket Expenses (lodging, meals, etc)	
Meeting Time	
Other	

Others (please list where appropriate)

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

5.6 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 6: EVALUATION PROCESS

6.1 **BASIS OF EVALUATION.** The evaluator/evaluation committee will review and evaluate the offers according to the following criteria based on a total number of 500 points.

6.1.1 **INITIAL REVIEW.** The evaluation committee will separate proposals into "responsive" and "non-responsive" proposals. Non-responsive proposals will be eliminated from further consideration.

6.1.2 **FAIL TO PASS.** Any proposal that fails to achieve a passing score for any part/section for which a passing score as indicated will be disqualified from further consideration.

6.2 **RESPONSIVE PROPOSALS.** The evaluation committee will **only** evaluate the responsive proposals in a scored process based on the submitted proposals. The top finalists **MAY** be asked to participate in an oral interview. One of the individuals participating in the oral interview must be the person designated in the proposal as the account manager.

6.3 **FINALISTS.** For each finalist, total points for written responses, as scored by the evaluation committee, and total points for the oral interview will be combined into one total. The contract will be awarded to the finalist with the highest combined total.

6.4 **AWARD BASIS.** 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 will be found non-responsive.

SCORING GUIDE

In awarding points to the evaluation criteria, the evaluation committee will consider the following guidelines:

Superior Response (95-100%): A superior response is an exceptional reply that completely and comprehensively meets all of the requirements of the RFP. In addition, the response may cover areas not originally addressed within the RFP and/or include additional information and recommendations that would prove both valuable and beneficial to the agency.

Good Response (80-94%): A good response clearly meets all the requirements of the RFP and demonstrates in an unambiguous and concise manner a thorough knowledge and understanding of the project, with no deficiencies noted.

Failed Responses (79% or less): A failed response minimally meets any of the requirements set forth in the RFP. The offeror demonstrates only partial ability to comply with the guidelines and requirements of the project, but may have knowledge of the subject matter is limited. A failed response does not meet the requirements set forth in the RFP. The offeror has not demonstrated sufficient knowledge of the subject matter.

6.5 **EVALUATION CRITERIA.** Based on a maximum possible value of 500 points, the evaluation committee will review and evaluate the offers according to the following criteria:

Scope of Services		Maximum Possible Points - 100	
Category	Section of RFP	Point Value	
A. Scope of Work Assessment	3.3	100	

Offeror Qualifications		Maximum Possible Points - 200	
Category	Section of RFP	Point Value	
A. References	4.2.1	20	
B. Company Profile & Experience	4.2.2	30	
C. Staff / Resumes	4.2.3	20	
D. Business / Marketing Philosophy	4.2.4	30	
E. Samples of previous branding campaigns	4.2.5	40	
F. Campaign Solution Presentation	4.2.6	35	
G. Geographic Cover	4.2.7	25	

Offeror Understanding	Maximum Possible Points - 100
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Category	Section of RFP	Point Value
A. Demonstrates a strong understanding of what is required and needed to provide the highest level of service to this contract	4.2.8	100

Cost for Services	Maximum Possible Points - 75
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Category	Section of RFP	Point Value
A. Proposed Scope of Work	5.1	30
B. Offeror Cost of Billable Services	5.2	25
C. Other Billable Expenses	5.3	20

Written Proposal	Maximum Possible Points - 25
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Category	Point Value
A. Offeror's written response to this RFP will be evaluated in its entirety for the following: Completeness, Responsiveness, Clarity, Quality of Writing, and Overall Layout	20

Oral Interview (OPTIONAL)	Maximum Possible Points - 200
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Category	Point Value
A. Clarity of Presentation	40
B. Ability to address evaluation committee questions	30
C. Ability to articulate the company's capabilities	25
D. Overall knowledge of travel and tourism industry	40
E. Overall presentation/style/tone/professionalism	25
F. Overall knowledge of the Dillon Area CVB and attractions	40

APPENDIX A: STANDARD TERMS AND CONDITIONS

Standard Terms and Conditions

ACCEPTANCE/REJECTION OF BIDS, PROPOSALS, OR LIMITED SOLICITATION

RESPONSES: Dillon Area CVB 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 Dillon Area CVB. 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 Dillon Area CVB access to any records necessary to determine contract compliance. (Section 18-1-118, MCA). 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 Dillon Area CVB or third party.

ALTERATION OF SOLICITATION DOCUMENT: In the event of inconsistencies or contradictions between language contained in Dillon Area CVB's solicitation document and a vendor's response, the language contained in Dillon Area CVB's original solicitation document will prevail. Intentional manipulation and/or alteration of solicitation document language will result in the vendor's disqualification and possible debarment.

ASSIGNMENT, TRANSFER AND SUBCONTRACTING: The contractor shall not assign, transfer or subcontract any portion of the contract without the express written consent of Dillon Area CVB.

AUTHORITY: The attached bid, request for proposal, limited solicitation, or contract is issued under authority of 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 Dillon Area CVB. 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, by submitting this bid or proposal, 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 Dillon Area CVB

DISABILITY ACCOMMODATIONS: Dillon Area CVB 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 to requests for proposals cannot be accepted.

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, Dillon Area CVB may, in its discretion, suspend the bidder/offeror for a period of time from entering into any contracts with Dillon Area CVB

FORCE MAJEURE: Neither party shall be responsible for failure to fulfill its obligations due to causes beyond its reasonable control, including without limitation, acts or omissions of government or military authority, acts of God, materials shortages, transportation delays, fires, floods, labor disturbances, riots, wars, terrorist acts, or any other causes, directly or indirectly beyond the reasonable control of the nonperforming party, so long as such party is using its best efforts to remedy such failure or delays.

HOLD HARMLESS/INDEMNIFICATION: The contractor agrees to protect, defend, and save Dillon Area CVB, 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 Dillon Area CVB, under this agreement.

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 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 in the solicitation document, Dillon Area CVB is allowed 30 days to pay such invoices.

RECIPROCAL PREFERENCE: The State of Montana applies a reciprocal preference against a vendor submitting a bid from a state or country that grants a residency preference to its resident businesses. A reciprocal preference is only applied to an invitation for bid for supplies or an invitation for bid for non-construction services for public works as defined in section 18-2-401(9), MCA, and then only if federal funds are not involved. For a list of states that grant resident preference, see <http://gsd.mt.gov/ProcurementServices/preferences.mcpix>.

REDUCTION OF FUNDING: Dillon Area CVB must terminate this contract if funds are not appropriated or otherwise made available to support by the State of Montana for continuation of performance in a subsequent fiscal period. (See section 18-4-313(4), MCA.)

REFERENCE TO CONTRACT: The contract or 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://sos.mt.gov>.

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

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

SOLICITATION DOCUMENT EXAMINATION: Vendors shall promptly notify Dillon Area CVB of any ambiguity, inconsistency, or error which they may discover upon examination of a solicitation document.

TAX EXEMPTION: The State of Montana is exempt from Federal Excise Taxes (#81-0302402). ended for the purchase of information technology equipment and software for use by employees, program participants, or members of the public unless it provides blind or visually impaired individuals with access, including interactive use of the equipment and services, that is equivalent to that provided to individuals who are not blind or visually impaired. (Section 18-5- 603, MCA.) Contact the State Procurement Bureau at (406) 444-2575 for more information concerning nonvisual access standards.

TERMINATION OF CONTRACT: Unless otherwise stated, Dillon Area CVB 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.

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

VENUE: This solicitation is governed by the laws of Montana. The parties agree that any litigation concerning this bid, request for proposal, limited solicitation, or subsequent contract, must be brought the County of Beaverhead, State of Montana, and each party shall pay its own costs and attorney fees. (Section 18-1-401, MCA.)

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 Dillon Area CVB 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.

APPENDIX B: SAMPLE CONTRACT

THIS AGREEMENT is entered into by and between the Beaverhead Chamber of Commerce & Agriculture/Dillon Area Convention & Visitors Bureau, hereinafter referred to as "DACVB", whose address and phone number are PO Box 425 , Dillon, Montana 59725, {406} 683-5511 and ***{insert name of contractor}***, (hereinafter referred to as the "CONTRACTOR"), whose address and phone number are ***{insert address}*** and ***{insert phone number}***.

THE PARTIES AGREE AS FOLLOWS:

ARTICLE I - EFFECTIVE DATE, DURATION, AND RENEWAL

- A. Agreement Term. This agreement shall take effect on ***{insert date}, 20{ }***, and terminate on ***{insert date}, 20{ }***, unless terminated earlier in accordance with the terms of this agreement.
- B. Agreement Renewal. This agreement may, upon mutual agreement between the parties and according to the terms of the existing agreement, be renewed in one-year intervals, or any interval that is advantageous to DCVB. This agreement, including any renewals, may not exceed a total of seven years.

ARTICLE II - SERVICES

CONTRACTOR agrees to provide to DCVB the following ***{insert a detailed description of the supplies, services, etc., to be provided to correspond to the requirements specified in Section 3, Scope of Project}***.

ARTICLE III - CONSIDERATION AND PAYMENT

- A. Payment Schedule. In consideration for the ***{insert supplies or services}*** to be provided, DCVB shall pay according to the following schedule: ***{insert pay schedule}***.
- B. Withholding of Payment. DCVB may withhold payments to the CONTRACTOR if CONTRACTOR has not performed in accordance with this AGREEMENT. Such withholding cannot be greater than the additional costs to DCVB caused by the lack of performance.

ARTICLE IV - MONTANA RESIDENT PREFERENCE

Montana Resident Preference. The nature of the work performed, or services provided, under this AGREEMENT meets the statutory definition of a "public works contract" in section 18-2-401, MCA. Unless

superseded by federal law, Montana law requires that contractors and subcontractors give preference to the employment of Montana residents for any public works contract in excess of \$25,000 for construction or non-construction services in accordance with sections 18-2-401 through 18-2-432, MCA, and all administrative rules adopted in relation to these statutes.

Unless superseded by federal law, each contractor shall ensure that at least 50% of a contractor's workers performing labor on a construction project are bona fide Montana residents.

The Commissioner of the Montana Department of Labor and Industry has established the resident requirements in accordance with sections 18-2-403 and 18-2-409, MCA. Any and all questions concerning prevailing wage and Montana resident issues should be directed to the Montana Department of Labor and Industry.

ARTICLE V - ACCESS AND RETENTION OF RECORDS

- A. Access to Records. The CONTRACTOR agrees to provide DCVB access to any records necessary to determine compliance.
- B. Retention Period. The CONTRACTOR agrees to create and retain records supporting the **{insert services rendered or supplies provided}** for a period of three {3} years after either the completion date of this AGREEMENT or the conclusion of any claim, litigation, or exception relating to this AGREEMENT taken by DCVB.

ARTICLE VI - ASSIGNMENT, TRANSFER, AND SUBCONTRACTING

The CONTRACTOR shall not assign, transfer, or subcontract any portion of this AGREEMENT without the express written consent of DCVB. The CONTRACTOR shall be responsible to DCVB 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 DCVB.

ARTICLE VII - HOLD HARMLESS/INDEMNIFICATION

The CONTRACTOR agrees to protect, defend, and save DCVB, 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 DCVB, under this agreement.

ARTICLE VIII - REQUIRED INSURANCE

The CONTRACTOR shall maintain for the duration of the AGREEMENT, 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.

ARTICLE IX - COMPLIANCE WITH WORKERS' COMPENSATION ACT

Contractors are required to comply with the provisions of the Montana Workers' Compensation Act while performing work for DCVB in accordance with sections 39-71-401, 39-71-405, and 39-71-417, MCA. Proof of compliance must be in the form of workers' compensation insurance, an independent contractor's exemption, or documentation of corporate officer status. Neither the CONTRACTOR nor its employees are employees of the State. This insurance/exemption must be valid for the entire term of the AGREEMENT. A renewal document must be sent DCVB upon expiration.

ARTICLE X - COMPLIANCE WITH LAWS

The CONTRACTOR must, in performance of work under this AGREEMENT, 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.

ARTICLE XI - INTELLECTUAL PROPERTY

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

ARTILCE XII - PATENT AND COPYRIGHT PROTECTION

- A. Third-Party Claim. In the event of any claim by any third party against DCVB that the products furnished under this AGREEMENT infringe upon or violate any patent or copyright, DCVB shall promptly notify CONTRACTOR. CONTRACTOR shall defend such claim, in DCVB's name or its own name, as appropriate, but at CONTRACTOR's expense. CONTRACTOR will indemnify DCVB against all costs, damages, and attorney's fees that accrue as a result of such claim. If DCVB 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.
- B. 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 DCVB the right to continue using the alleged infringing product, or modify the product so that it becomes non-infringing. If none of the above options can be accomplished, or if the use of such product by DCVB shall be prevented by injunction, DCVB will determine if the AGREEMENT has been breached.

ARTICLE XIII - TERMINATION

- A. Termination for Cause. DCVB may terminate this AGREEMENT for failure of the CONTRACTOR to perform any of the services, duties, or conditions contained in this AGREEMENT after giving the CONTRACTOR written notice of the stated failure. The written notice must demand performance of the stated failure within a specified period of time of not less than {14 days}. If the demanded performance is not completed within the specified period, the termination is effective at the end of the specified period.
- B. Termination for Convenience. DCVB may, by written notice to the CONTRACTOR, terminate this AGREEMENT without cause. DCVB must give notice of termination to the CONTRACTOR at least {7} days prior to the effective date of termination.
- C. Reduction of Funding. DCVB must terminate this AGREEMENT if funds are not appropriated or otherwise made available by the State of Montana to support DCVB's continuation of performance of this AGREEMENT in a subsequent fiscal period.

ARTICLE XIV - LIAISON AND SERVICE OF NOTICES

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

Candi Whitworth, Exec. Director {CONTRACTORS NAME}
Beaverhead Chamber of Comm. & Ag
Dillon Area CVB {ADDRESS}
PO Box 425 {ADDRESS}
10 Reeder Street
Dillon, MT 59725 {ADDRESS}
P {406} 683-5511 P.
F {} F.
info@beaverheadchamber.org {EMAIL}

DCVB'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.

ARTICLE XV - MEETINGS

The CONTRACTOR is required to meet with DCVB's personnel, or designated representatives, to resolve technical or contractual problems that may occur during the term of the AGREEMENT or to discuss the progress made by CONTRACTOR and DCVB in the performance of their respective obligations, at no additional cost to DCVB. Meetings will occur as problems arise and will be coordinated by DCVB. 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 AGREEMENT.

ARTICLE XVI - CONTRACTOR PERFORMANCE ASSESSMENTS

DCVB may do assessments of the CONTRACTOR's performance. This AGREEMENT may be terminated for one or more poor performance assessments. CONTRACTOR will have the opportunity to respond to poor performance assessments. DCVB will make any final decision to terminate this AGREEMENT based on the assessment and any related information, the CONTRACTOR's response and the severity of any negative performance assessment. The CONTRACTOR will be notified with a justification of termination.

Performance assessments may be considered in future solicitations.

ARTICLE XVII - TRANSITION ASSISTANCE

If this AGREEMENT 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 AGREEMENT, all reasonable transition assistance requested by DCVB, 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 DCVB or its designees. Such transition assistance will be deemed by the parties to be governed by the terms and conditions of this AGREEMENT, except for those terms or conditions that do not reasonably apply to such transition assistance. DCVB shall pay the CONTRACTOR for any resources utilized in performing such transition assistance at the most current rates provided by the AGREEMENT. If there are no established contract rates, then the rate shall be mutually agreed upon. If DCVB terminates a project or this AGREEMENT for cause, then DCVB will be entitled to offset the cost of paying the CONTRACTOR for the additional resources the CONTRACTOR utilized in providing transition assistance with any damages DCVB may have otherwise accrued as a result of said termination.

XVIII - CHOICE OF LAW AND VENUE

This AGREEMENT is governed by the laws of the State of Montana. The parties agree that any litigation concerning this bid, proposal or subsequent AGREEMENT must be brought in the Beaverhead County, State of Montana and each party shall pay its own costs and attorney fees.

ARTICLE XIX - SCOPE, AMENDMENT, AND INTERPRETATION

- A. AGREEMENT. This AGREEMENT consists of six {6} numbered pages, any attachments as required, RFP # DCVB-201901, as amended and the CONTRACTOR's RFP response as amended. In the case of dispute or ambiguity about the minimum levels of performance by CONTRACTOR the order of precedence of document interpretation is in the same order.
- B. Entire Agreement. These documents contain the entire agreement of the parties. Any enlargement, alteration or modification requires a written amendment signed by both parties.

ARTICLE XX - EXECUTION

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

Dillon Area CVB	{CONTRACTORS NAME}
PO Box 425	{ADDRESS}
Dillon, MT 59725	{ADDRESS}
{TIN NUMBER}	{TIN NUMBER}
BY: _____	BY: _____
{Name/Title}	{Name/Title}
_____	_____
{Signature}	{Signature}
Date: _____	Date: _____

