A Request for Proposal from Central Montana Tourism for

# Marketing Services, Public Relations, Photography, Videography, Website Services, and Travel Planner Services

**ISSUED**

November 16th, 2026

**DUE**

3:00 PM Mountain Time, December 23rd, 2026

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# I. Introduction

Central Montana Tourism is seeking proposals from qualified agencies, firms, and individuals to provide six categories of destination marketing services. Each category is a separate lot:

- **Lot 1:** Integrated Marketing Services, including annual media planning, creative development, and media buying
- **Lot 2:** Photography Services
- **Lot 3:** Videography Services
- **Lot 4:** Website Design, Development, and Support
- **Lot 5:** Travel Planner Design, Production, and Print Management
- **Lot 6:** Public Relations Services

This RFP is intentionally consolidated. Rather than issue a separate solicitation for each service, Central Montana Tourism is using a single, transparent process so that the strongest proposer in each discipline can be selected on merit. Proposers may respond to one lot or to several. Central Montana Tourism may award each lot to a different proposer, and for Lots 2 and 3 anticipates selecting more than one photographer and more than one videographer if the responses warrant it. Section III explains how lots, scoring, and awards work.

# II. Background

Central Montana Tourism is a regional Destination Organization that advances the economic vitality of a 13-county region through effective marketing, destination development, advocacy, and knowledge growth. The work preserves the region's unique character, honors residents' quality of life, addresses visitor needs, and enhances business opportunities. The counties served are Fergus, Toole, Liberty, Hill, Blaine, Teton, Wheatland, Meagher, Judith Basin, Pondera, Chouteau, Cascade, and Petroleum.

Central Montana is both rural and expansive. The region is home to approximately 150,000 people, and Great Falls, its only large city, accounts for about 65,000 of them. More than half of the communities have fewer than 100 residents, and only five exceed 2,200. Many towns have a single business, such as a bar or gas station, serving local and visitor needs. The footprint stretches roughly 235 miles from the Canadian border to Ringling and roughly 240 miles from Heart Butte to the east side of the Fort Belknap Indian Reservation. Crossing the region can take up to four hours.

What visitors find here is space, character, and history: expansive prairie, miles of river along the Missouri, 9 island mountain ranges, Native American heritage, and small towns that still feel authentic. Central Montana Tourism established its first regional brand, Explore Bigger, in March 2024. The brand reflects a region where the views are big and the experiences are even bigger, a "Real Montana" that pairs rough edges with humble charm. In practice, the creative is bold and modern but still welcoming. It features real people in small communities and gives visitors realistic tools for turning a dream trip into a plan. The full brand standards are available in the Central Montana Tourism Brand Book. All work produced under this RFP must reflect Central Montana Tourism's brand standards.

Central Montana Tourism operates with a small team and a focused budget, and it relies on partnerships with communities, businesses, and organizations across all 13 counties. Proposers who understand the realities of marketing a large, rural, multi-county destination, and who offer practical, efficient approaches, will be best positioned to succeed.

Central Montana Tourism's work is guided by a five-year Strategic Plan, completed in November 2023, that sets goals and actions for FY24 through FY28. The plan is meant to be a living document, and it is currently being updated. Each year, Central Montana Tourism turns that direction into an annual plan of objectives, tactics, and metrics that the Tourism Advisory Council approves. The FY27 plan continues a steady, research-informed approach. Since October 2024, Central Montana Tourism has operated under a management agreement with Great Falls Montana Tourism, which provides staffing and administrative support and carries out the strategies set by the Board of Directors.

Central Montana Tourism is issuing this consolidated RFP to simplify its administrative operations and make the best use of a limited budget. Combining marketing, public relations, photography, videography, website, and travel planner services into a single competitive process reduces the number of separate solicitations and contracts to manage, and it allows current, consistent contract terms across all awarded services. The process follows the competitive procurement requirements in the Tourism Advisory Council's Regulations and Procedures for the use of lodging facility use tax revenue. Funding for these services is provided through the State of Montana's Lodging Facility Use Tax and Lodging Facility Sales Tax.

# III. How This RFP Works

## A. Lots and Anticipated Awards

| Lot | Services | Anticipated Award | Historic Average Annual Budget |
|---|---|---|---|
| 1 | Integrated Marketing Services | One agency | $220,000 |
| 2 | Photography | Multiple photographers, as responses warrant | $9,000 |
| 3 | Videography | Multiple videographers, as responses warrant | $9,000 |
| 4 | Website Design, Development, and Support | One agency | $31,150 |
| 5 | Travel Planner Design, Production, and Print Management (not including printing costs). | One agency | $36,700 |
| 6 | Public Relations Services | One agency | New service |

## B. Responding to One Lot or Several

Proposers may respond to any lot or combination of lots. Photography (Lot 2) and videography (Lot 3) may be bid separately or together. A proposer responding to more than one lot should submit a single proposal in the format described in Section VII, with a sample estimate for each lot checked. Each lot is scored independently by the evaluation committee.

## C. Optional Combined Pricing

A proposer responding to more than one lot may offer combined pricing or integrated delivery. Any such offer will be considered only after each lot has been scored on its own, and it will not

change a proposer's ranking within a lot. Central Montana Tourism is under no obligation to award more than one lot to any single proposer.

## D. Lots 2 and 3 Provider Pools

For Lots 2 and 3, Central Montana Tourism intends to establish pools of pre-qualified photographers and videographers. Selection to a pool does not guarantee work or a minimum spend. Individual projects will be assigned by written task order based on fit with the project, availability, rates, and budget. Individuals, small studios, and larger production companies are all welcome to respond.

## E. Coordination Among Awardees

Awarded proposers are expected to work cooperatively with one another and with Central Montana Tourism staff, including sharing brand assets, analytics access, and technical specifications as needed. Central Montana Tourism will designate a project lead for each lot and will coordinate across lots.

# IV. Checklist

Please complete this checklist and place it as the **first page of your proposal.** Use it in place of a separate cover letter. Check each item for which you are submitting a response. You may select any combination.

| Proposer | Information |
|---|---|
| Legal name of firm or individual | |
| Primary contact and email | |
| Address | |
| Website | |
| Phone | |
| Authorized signature and date | |

| Check | Lot | Service |
|---|---|---|
| ☐ | 1 | Integrated Marketing Services |
| ☐ | 2 | Photography |
| ☐ | 3 | Videography |
| ☐ | 4 | Website Design, Development, and Support |
| ☐ | 5 | Travel Planner Design, Production, and Print Management |
| ☐ | 6 | Public Relations Services |

# V. Scope of Work

The tasks below describe what Central Montana Tourism believes are the most important elements of each lot. Central Montana Tourism recognizes that the best approach may vary and welcomes proposers' expertise in refining methods and recommending additional strategies or deliverables.

## Sample Projects

Each lot includes a sample project. Respond with an estimate, as you would for a real client: a description of what you will do, all costs, and the timing. For each task, show the estimated hours, the rate, and the cost. Estimates must include everything needed to deliver a finished, useable product, including production, revisions, and final files. If something is not included, say so. Walk us through the process the project would go through from beginning to end: each step in order, who does it, how long it takes, and where Central Montana Tourism reviews and approves the work before the next step begins. **We are requesting estimates, not creative proposals. Do not create designs, concepts, campaigns, or other work products.** Include your estimates in the What We Charge section of your proposal (Section VII). Estimates are used for evaluation only. Central Montana Tourism is not obligated to commission the project.

## Lot 1: Integrated Marketing Services

The selected agency will serve as Central Montana Tourism's marketing partner, translating Central Montana Tourism's goals into an annual media plan and carrying that plan through creative, media, and measurement.

### Annual Media Planning

- Develop an annual media plan aligned with Central Montana Tourism's annual marketing plan and brand, including audience priorities, target markets, seasonal calendar, messaging, budget allocation, and performance targets.

### Creative Development

- Develop campaign concepts and creative across digital, video, audio, social, print, and out-of-home channels, consistent with Central Montana Tourism's Explore Bigger brand.
- Adapt creative for multiple formats, audiences, and platforms, and make efficient use of Central Montana Tourism's photo and video library.

### Media Planning and Buying

- Develop, negotiate, place, and optimize paid media across the channels recommended in the annual media plan, such as search, social, display, video, and print.
- Provide transparent media pricing, including net costs, any fees or commissions, and copies of vendor invoices. Media accounts and data are the property of Central Montana Tourism.

### Analytics and Reporting

- Provide monthly performance reporting as well as an annual results report with clear analysis and recommendations.
- Give Central Montana Tourism direct access to all platform accounts and dashboards.

### Deliverables

- Annual media plan and campaign calendar

- Creative concepts and final campaign assets
- Media plans, flowcharts, and insertion orders
- Monthly and annual results reports
- Any additional services proposers recommend

### Sample Project 1: Seasonal Campaign Estimate

Provide an estimate for planning, creative development, and media buying for a 90-day fall campaign that encourages overnight and multi-county travel across the region. The campaign would include a campaign strategy, a creative concept, and a paid media budget of $50,000. Your estimate should include:

- A brief description of the process to accomplish and the work included, such as messaging, creative concept development, production of the ads, media placement, and campaign reporting.
- The total fees, itemized and shown separately from media costs, with any commission or markup on media stated
- The time from kickoff to campaign launch
- Any assumptions, such as the number of revision rounds included

You are not asked to develop any part of the strategy, creative, or media plan.

## Lot 2: Photography Services

Central Montana Tourism maintains a photo and video asset library used by its team, partners, and media across the region. Central Montana Tourism seeks talented photographers who can capture Central Montana authentically, in every season and in every county.

**Typical assignments include:**

- Lifestyle photos of models enjoying an attraction, activity, or local business
- Drone photography of scenic views
- Candid coverage of visitors at events and festivals
- Restaurant photography, such as the space and a signature dish
- Community and heritage photography that shows the people and places of a town
- Editing, captioning, and keywording, with delivery of files ready for the asset library

### Terms Common to Lots 2 and 3

- Work is assigned by task order. Proposers will submit a rate card for standard services, and each task order will include a written estimate approved by Central Montana Tourism before work begins.
- Providers will manage model and property releases, and any required permits and permissions.
- Aerial work must be performed by an FAA-certified remote pilot with appropriate insurance.
- Central Montana Tourism requires a broad license for its assets (see Section XII, Sample Contract). Proposers should state any limitations.
- Providers should describe how they will manage travel across a region that spans hundreds of miles.

### Sample Project 2: Photo Shoot Estimate

Provide an estimate for one full day of photography in the community of Big Sandy for use in advertising, the website, and the travel planner. Your estimate should include:

- A brief description of the process to accomplish and the work included, such as scouting, talent coordination, shooting, editing, and delivery of final images, and the number of final images
- The total cost, itemized, including any travel, assistants, or licensing
- The time from booking to delivery of final images
- What Central Montana Tourism will receive at the end, including file formats
- Any assumptions, such as who obtains releases and what happens in bad weather

You are not asked to plan the shoot or submit any images.

## Lot 3: Videography Services

Central Montana Tourism maintains a photo and video asset library used by its team, partners, and media across the region. Central Montana Tourism seeks talented videographers who can capture Central Montana authentically, in every season and in every county. The terms common to Lots 2 and 3 (listed under Lot 2) also apply.

- Brand and campaign video, partner and community stories, and b-roll libraries
- Editing, captioning, color correction, and delivery in the formats Central Montana Tourism specifies, ready for the video library.

### Sample Project 3: Brand Video Estimate

Provide an estimate for producing a 60-second brand video in the community of Chinook. Your estimate should include:

- A description of the process to accomplish and the work included, such as crew, shoot days, editing, music, captions, and the final file formats
- The total cost, itemized, including any travel, aerial footage, or licensing
- The number of review rounds included
- The time from booking to final delivery
- What Central Montana Tourism will receive at the end, including file formats
- Any assumptions, such as who obtains releases and what happens in bad weather

You are not asked to develop a concept or submit any footage.

## Lot 4: Website Design, Development, and Support

The selected firm will design, build, and support Central Montana Tourism's destination website, CentralMontana.com.

- Discovery, strategy, information architecture, and user experience design
- Optimized for GEO + SEO with knowledge of how to utilize for this standard
- Visual design consistent with Central Montana Tourism's brand standards and strong mobile performance

- Development on a content management system, such as WordPress, that Central Montana Tourism staff can manage, edit, or update without developer support. Proposers may recommend a platform.
- Content migration, search engine optimization, analytics, and accessibility conforming to WCAG 2.1 AA
- Ensure security through regular software updates, prompt security patches, automated malware scanning and firewall protection, offsite backups, and SSL management
- Notifying promptly of any security issue and plan to resolve it.
- Staff training, launch support, and ongoing hosting, security, maintenance, and support

Central Montana Tourism will own all content, domain names, and accounts related to the website.

### Sample Project 4: Campaign Landing Page Estimate

Provide an estimate for building one campaign landing page on CentralMontana.com, using supplied copy and photography. The page will promote a fall travel campaign and include a headline, short introduction, featured listings, and a call to action. Your estimate should include:

- A description of the process to accomplish and the work included, such as page design, build, search and AI-search (GEO and SEO) setup, accessibility checks, analytics, testing, and launch
- The total cost, itemized
- The time from kickoff to launch
- Any assumptions, such as the number of revision rounds included

You are not asked to design or build any part of the page.

## Lot 5: Travel Planner Design, Production, and Print Management

Central Montana Tourism's travel planner is a printed publication that helps visitors build trips across a region where distances are long and amenities are sparse. Central Montana Tourism is seeking an agency to maintain and periodically update the current version of the travel planner and to manage its production from design through delivery. The current Travel Planner is an 84-page, perfect-bound publication with a print run of 100,000 copies.

### Graphic Design and Layout

- Maintain and update the planner's design, including layout of editorial, listings, regional and county maps, and photography, consistent with Central Montana Tourism's brand standards
- Recommend design improvements that make the planner easier to use and more engaging for visitors

### Content Coordination

- Work with Central Montana Tourism to collect, organize, edit, and proofread listings and editorial content
- Maintain a production calendar with clear deadlines for Central Montana Tourism and its partners

### Print Management

- Prepare print-ready files and obtain competitive printer quotes (a minimum of three) for Central Montana Tourism's approval

- Manage proofs, press checks where appropriate, quality control, and the production schedule
- Coordinate shipping and delivery to Central Montana Tourism and, where needed, to distribution points
- Printing and shipping costs are billed at net cost with supporting invoices.

### Digital Edition

- Create a digital version of the planner from the final print files, such as an accessible PDF and an interactive page-turning edition, for use on CentralMontana.com

### Deliverables

- Updated, print-ready planner files and proofs
- Printed planners delivered to Central Montana Tourism
- Digital edition of the planner
- Native, editable design files, with linked images and fonts, which are the property of Central Montana Tourism

### Sample Project 5: Two Page Spread Estimate

Provide an estimate for designing a two-page spread for one county in the travel planner, using supplied copy, listings, and photography, and delivering a digital proof for approval. Your estimate should include:

- A description of the work included, such as layout, revision rounds, and file delivery
- The total cost, itemized
- The time from kickoff to delivery of the digital proof
- Any assumptions, such as the number of revision rounds included

Printing is not part of this estimate. Print management and the digital edition are still covered in the lot scope, and proposers will describe how they approach them and how they charge in the What We Charge section of their proposal (Section VII).

## Lot 6: Public Relations Services

The selected firm will serve as Central Montana Tourism's public relations partner, building awareness of the region through earned media, including coverage by travel journalists, regional media, and digital creators. Central Montana Tourism has not previously contracted for dedicated public relations services and is still defining how much it will do. The services below describe what may be included. Central Montana Tourism will choose which to pursue based on its plans and budget, and may begin with a small starter effort. Proposers are encouraged to recommend a first-year approach that fits the budget and can grow or shrink over time.

### Media Relations

- Develop a media relations strategy and story ideas that fit Central Montana Tourism's Explore Bigger brand and seasonal priorities, including off-peak travel.
- Pitch stories to travel journalists, in-state and regional media, and digital creators, and respond to media inquiries.

### Press Materials

- Write and distribute news releases, and build and maintain a media kit and media list.

- Draft releases for Central Montana Tourism programs and announcements, such as cooperative grants, partner programs, and organizational news.

**Media Visits**

- When budget allows, plan and host visits by journalists and creators, working with partners to arrange itineraries, lodging, and experiences.

**Reporting**

- Provide monthly coverage reports and an annual results report with clear analysis and recommendations.

**Possible Deliverables**

- Media relations strategy and annual calendar
- News releases, media kit, and media list
- Hosted media visits, as approved
- Monthly and annual coverage reports
- Any additional services proposers recommend

**Sample Project 6: Earned Media Estimate**

Provide an estimate for a three-month starter effort that builds awareness of Central Montana. The effort would include a short media relations plan, a news release and media kit, and outreach to travel media and creators. Your estimate should include:

- A brief description of the process to accomplish and the work included, such as strategy, writing, outreach, and reporting.
- The total fees, itemized, with media tool costs shown separately
- The time from kickoff to first outreach
- Any assumptions, such as the number of pitches, media targets, or revision rounds included

You are not asked to develop any part of the strategy, pitches, or materials.

## VI. Qualifications

**All Proposers**

- Demonstrated ability to deliver quality work on time and within budget
- Strong communication and a collaborative approach to working with a small client team
- Understanding of, or willingness to learn, the realities of a rural, multi-county destination

**Lot 1**

- Proven experience developing annual media plans and integrated campaigns for destination organizations or comparable clients
- Proven experience planning and buying paid media, with transparent reporting on performance

**Lots 2 and 3**

- A professional portfolio of work completed within the past 24 months

- Professional equipment, editing capability, and reliable turnaround
- Ability to travel throughout the region and to work in varied conditions

**Lot 4**

- Proven experience designing and building destination or comparable consumer-facing websites
- Technical capability to host, secure, and support the website over the contract term

**Lot 5**

- Proven experience designing multi-page publications, preferably travel guides or comparable visitor materials
- Experience managing print production from printer bids through proofing and delivery
- Ability to produce an accessible digital edition of a printed publication

**Lot 6**

- Proven experience securing earned media coverage for travel, tourism, or destination clients
- Established relationships with travel journalists and digital creators
- Experience hosting media visits and reporting results clearly

## VII. Proposal Requirements

Proposals must be submitted by 3:00 PM Mountain Time on December 18, 2026 to Central Montana Tourism, Attention: Avery Hughes, 15 Overlook Drive, Great Falls MT 59405.

Electronic submission in PDF format to Avery@CentralMontana.com is preferred. Electronic submissions will be confirmed by email to the contact listed on the checklist. Late proposals will not be considered.

Your proposal should read like a letter to us: who you are, how you work, what you charge and what you would do for us. Please follow the order below and submit one proposal covering every lot you are bidding.

### 1. Checklist and Proposer Information

Your completed checklist from Section IV, including the signature of an authorized representative, as the first page of your proposal. It replaces a separate cover letter.

### 2. Who We Are

A short introduction to your firm, team, or individual practice, including:

- Relevant experience, with links or brief examples of similar work.
  - **Lots 2 and 3:** live links to at least five samples for each lot you are bidding, completed within the past 24 months.
  - **Lot 6:** links to coverage you have earned for travel or destination clients.
- Three references in total, with the name of the contact, telephone number, and email, covering the lots you are bidding.
- The people who will do the work, their roles, and roughly how much of their time will be devoted to this account.

### 3. What We Would Bring

A short narrative, about one page per lot, on what you understand about our region, our goals, and how you would approach the work, including any ideas or extras you would suggest. Please don't create designs or concepts. A few sentences on your thinking is plenty.

- If you are bidding multiple lots, no need to explain your understanding of our goals or the region multiple times but do address how you will approach every area you are submitting for.
- **Lots 2 and 3:** you may skip this section, since your portfolio speaks to it.
- **Lot 4:** include your recommended website platform.
- **Lot 6:** describe how you would build awareness for a region without a prior public relations program, and what you would prioritize in the first year.

### 4. How We Operate

How you will work with us, from start to finish:

- Your process, step by step, in the order the work happens, and where Central Montana Tourism approves each phase before the next begins.
- How you track and report hours and spending during a project.
- How you handle work outside the agreed scope, and when we will hear about added costs.
- How often you communicate, and who our day to day contact will be.
- How you handle billing, and how you partner with other agencies for the same client.
- A project that went over budget or off track, and what you did about it.
- **Lots 2 and 3:** also describe your equipment, capacity, typical turnaround, and how you handle travel across the region.
- **Lot 4:** how you will monitor and maintain website security, including tools used, how often updates and backups run, your response time for a security issue, and what is included in the base fee and what is billed separately.

### 5. What We Charge

All pricing goes here, in one place:

- Your rates or fee structure, such as hourly rates or a rate card.
  - **Lot 1:** your fee and commission structure for media buying, and how media costs are documented and passed through.
  - **Lots 2 and 3:** day, half-day, and hourly rates, editing and post-production, licensing, and travel or mileage policies.
  - **Lot 4:** monthly and annual hosting, security, maintenance, and support costs.
  - **Lot 5:** how printing costs are quoted and passed through, and your fees for print management.
  - **Lot 6:** whether you price by retainer or by project, and how costs for hosted media visits and media tools are billed.
- A sample estimate for each lot you are bidding (Section V).
- Any combined pricing you would like to offer for multiple lots (Section III.C).

- Your hourly rates by role, and typical hours for common tasks in the lots you are bidding.
- What is included in your fees and what is billed separately, such as travel, stock images, music licensing, plugins, or hosting

**6. Exceptions**

Any exceptions or concerns with the sample contract (Section XII), including any limits on usage rights for Lots 2 and 3. If there are none, please say so.

## VIII. Timeline

| Event | Date |
|---|---|
| RFP release | November 16, 2026 |
| Letter of Intent to Respond (optional) and Written Questions Due | November 30, 2026 |
| Written Answers to Questions Distributed | December 4, 2026 |
| Proposals Due by 3:00 PM Mountain Time | December 23, 2026 |
| Evaluation Meeting | Week of December 28, 2026 |
| Interviews, if needed | Week of January 4, 2027 |
| Negotiations and intend to award | January 15, 2027 |

Proposers who submit a Letter of Intent to Respond will be added to Central Montana Tourism's list of interested persons and will receive notice of related activities. Public notices will also be posted at Partners.CentralMontana.com.

## IX. Evaluation

Proposals will be evaluated and ranked by consensus of the evaluation committee, separately for each lot, using the factors and weights below. Lots 1, 4, 5, and 6 share one set of weights, and Lots 2 and 3 share another.

| Evaluation Factor | Lots 1, 4, 5, and 6 | Lots 2 and 3 |
|---|---|---|
| Who We Are: Experience, Team, and References | 35% | 30% |
| What We Would Bring: Approach and Ideas | 25% | n/a |
| Portfolio and Creative Quality | n/a | 40% |
| How We Operate: Process, Project Management, Billing, and Budget Tracking | 20% | 15% |
| What We Charge: Rates, clarity and completeness of pricing, and Sample Estimate | 20% | 15% |
| **Total** | **100%** | **100%** |

### Process

- The evaluation committee will meet to review proposals and to consider competing offers.
- **Lots 1, 4, 5, and 6:** Negotiations will commence with the highest ranked proposer. Upon agreement on a final work plan and price, Central Montana Tourism will award the contract. If agreement cannot be reached, negotiations will proceed with the second-ranked proposer, and so forth.
- **Lots 2 and 3:** Central Montana Tourism anticipates selecting two or more photographers (Lot 2) and two or more videographers (Lot 3) for the provider pools, and reserves the right to select more or fewer based on the quality of responses and the range of style and geographic coverage needed. Selected providers will be invited to finalize rates and enter into a contract.
- Combined pricing offers (Section III.C) will be considered only after independent scoring of each lot.

## X. Contract Terms

Each awardee will enter into one contract with Central Montana Tourism, based on the sample contract in Section XII, regardless of how many lots it is awarded. The scope, deliverables, and pricing for each awarded lot will be set out in a separate exhibit to that contract. The initial term is one year beginning on the execution date. The contract renews automatically each year for up to six additional one-year terms, for a maximum of seven years, unless either party gives written notice of non-renewal at least 30 days before the end of the current term. Notice of non-renewal may apply to the entire contract or to individual lots. Renewal is subject to availability of funds. Pricing stays the same in renewal years unless the parties agree otherwise in writing.

## XI. Additional Information and Conditions

1. **STATEMENT OF NONCOMMITMENT.** Issuance of this RFQ/RFP/Bid does not commit Central Montana Tourism (CMT) to award a contract or to pay any costs incurred in preparation of proposals responding to the RFQ/RFP/Bid. CMT reserves the right to reject any or all proposals and re-advertise. All proposals become the property of CMT.
2. **EQUAL EMPLOYMENT OPPORTUNITY.** In accordance with state and federal requirements, the consultant (hereinafter referred to as "contractor") must agree as follows:
    a. **COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 FOR FEDERAL AID CONTRACTS**
        i. **Compliance with Regulations:** Successful contract bidders must comply with provisions of all applicable federal law, Title VI and Title VII of the Civil Rights Act of 1964. Any subcontracting by the successful bidder subjects subcontracting firm(s) to the same provisions of federal law.
        ii. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the Agreement, shall not discriminate on the grounds of sex, race, color or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited in 24CFR Part 21.

iii. **Solicitations for Subcontractors, Including Procurements of Materials and Equipment:** In all solicitations, whether by competitive bidding or negotiation by the Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, any potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this Agreement and the Regulations relative to nondiscrimination.

iv. **Information and Reports:** The Contractor will provide all reports and information required by the Regulations, or directives issued pursuant thereto, and permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the Department of Housing and Urban Development (HUD) to be pertinent to ascertain compliance with Regulations or directives. Where any information required of the Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contract shall so certify to the Department (HUD), as requested, setting forth what efforts it has made to obtain the information.

v. **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this Agreement, the Department may impose sanctions as it determines appropriate, including, but not limited to:

1. withholding payments to the Contractor under the Agreement until the Contractor complies, and/or
2. cancellation, termination or suspension of the agreement in whole or in part.

vi. **Incorporation of Provisions:** The Contractor will include the provisions of paragraph (a) through (f) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Contractor will take such action with respect to any subcontract for procurement as the Department of Housing and Urban Development may direct to enforce such provisions including sanctions for noncompliance. Provided, however, that in the event the Contractor is sued or is threatened with litigation by a subcontractor or supplier as a result of such direction, the Contractor may request the Department to enter into the litigation to protect the interests of the State of Montana, and in addition, the contractor or the State may request the United States to enter such litigation to protect the interests of the United States.

b. **COMPLIANCE WITH THE MONTANA GOVERNMENTAL CODE OF FAIR PRACTICES, 49-3-207. MCA.** In accordance with 49-3-207, MCA, the Contractor agrees that for this agreement all hiring will be made on the basis of merit and qualifications and that there will be no discrimination on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by persons performing the Agreement.

c. **COMPLIANCE WITH MINORITY & WOMEN BUSINESS ENTERPRISES.** Contractor will make efforts to encourage the use of minority and women's business enterprises in connection with Agreements activities in accordance with 2 CFR Part 200.321. which describes the actions to ensure that minority and women's business enterprises are used when possible in the procurement of property and services.

3. **VENUE.** The laws of the State of Montana govern this contract. The parties agree that any litigation concerning bid, proposal, or subsequent contract must be brought in the Eighth Judicial District of Cascade County, State of Montana and each party shall pay its own costs and attorney fees. (Reference 18-1-401 MCA)

4. **RFP AUTHORITY.** This RFP has been issued in accordance with Title 18, Montana Code Annotated and the Administrative Rules of Montana, Title 2, Chapter 5. The RFQ/RFP/BID process is a procurement option, allowing awards to be based on stated criteria or evaluation factors. The evaluation factors to be used in this procurement have been specified in Section IX of this RFQ/RFP/BID.
5. **WRITTEN QUESTIONS.** For more information or details regarding this RFP, submit written questions to Avery Hughes, Tourism Director, Central Montana Tourism, 15 Overlook Drive, Great Falls, MT 59405, or by email at Avery@CentralMontana.com.

# XII. Sample Contract

## Professional Services Contract

This Professional Services Contract ("Contract") is entered into as of [Date], by and between Central Montana Tourism, located at 15 Overlook Drive, Great Falls, MT 59405 ("Client"), and [Consultant Name], located at [Address] ("Consultant"). Client and Consultant may each be referred to as a "Party" and together as the "Parties."

1. **Purpose.** Client engages Consultant to provide the services described in Exhibit A for **[Lot 1: Integrated Marketing / Lot 2: Photography / Lot 3: Videography / Lot 4: Website / Lot 5: Travel Planner Design, Production, and Print Management / Lot 6: Public Relations]**.

2. **Scope of Work.** Consultant shall perform the services described in Exhibit A, which incorporates the applicable Scope of Work from the RFP and Consultant's accepted proposal. The team members named in Consultant's proposal will perform the work. Any change requires Client's written approval.

3. **Term.** The initial term is one year beginning upon contract execution. The Contract renews automatically for up to six additional one-year terms, for a maximum of seven years, unless either Party gives written notice of non-renewal at least 30 days before the end of the then-current term. Notice of non-renewal may apply to the entire Contract or to individual lots. Renewal is subject to availability of funds.

4. **Compensation.** Payment will be made on the following basis, as applicable to the lot:
   - Lot 1: monthly invoices for agreed fees. Media costs are billed at net cost with supporting vendor invoices, and Consultant will not place media above approved budgets without written approval.
   - Lots 2 and 3: per task order, based on the approved written estimate and the rate card in Exhibit A. No work will be paid for unless a task order was approved in writing before work began.
   - Lot 4: monthly invoices for agreed fees.
   - Lot 5: invoiced by project milestone, per the approved estimate. Printing and shipping are billed at net cost with supporting invoices.
   - Lot 6: invoiced monthly or by project milestone, per the approved estimate. Hosted media visits and media tools are billed at net cost with supporting invoices and require Client's advance written approval.
   - Consultant will notify Client in writing when a project reaches 75% of its approved budget. Costs not included in an approved estimate or Change Order will not be paid.

5. **Non-Exclusive; No Guarantee of Work.** This Contract is non-exclusive. Client may engage other providers for similar services, and nothing in this Contract guarantees Consultant any minimum amount of work or compensation.

6. **Ownership and License.** All reports, plans, creative, designs, and other work product become the property of Client upon full payment. Consultant will deliver native, editable files for all designed materials, including linked images and fonts. For photography and video, Consultant grants Client a perpetual, worldwide, royalty-free license to use, edit, and sublicense the assets for tourism promotion by Client and its partners in all media, unless a narrower license is stated in Exhibit A. Consultant may use the work in its portfolio unless Client requests confidentiality in writing. Website content, domain names, and advertising accounts are owned by Client, and Consultant will provide all credentials on

request. Consultant retains ownership of its pre-existing tools and proprietary software and grants Client a license to use them as part of the deliverables.

7. **Confidentiality.** Both Parties shall maintain confidentiality of non-public information received during the project, except as required by law.
8. **Independent Contractor.** Consultant is an independent contractor and not an employee, agent, partner, or joint venture participant of Client, and is responsible for all taxes, insurance, and employment obligations associated with its personnel.
9. **Changes in Scope.** Any change to the Scope of Work must be agreed to in writing via a Change Order signed by both Parties. Changes may affect the timeline and compensation. No out of scope work may begin before a Change Order is signed.
10. **Termination.** Either Party may terminate this Contract with 30 days' written notice. On termination, Consultant will deliver all work completed through the termination date, Client will pay for work performed and approved expenses incurred up to that date, and any prepaid funds beyond the value of completed work will be refunded.
11. **Indemnification.** Consultant shall indemnify and hold Client harmless from claims arising out of Consultant's negligence or willful misconduct, including claims that delivered work infringes third-party rights. Client shall indemnify and hold Consultant harmless from claims arising out of Client's negligence or willful misconduct. Neither Party is liable for indirect or consequential damages.
12. **Insurance.** Consultant shall maintain commercially reasonable general liability and professional liability insurance throughout the term, and, for aerial work, appropriate aviation or drone liability coverage, and shall provide proof of insurance on request.
13. **Governing Law.** This Contract is governed by the laws of the State of Montana, with venue as stated in Section XI of the RFP.
14. **Entire Agreement.** This Contract, with its exhibits, is the entire understanding between the Parties and supersedes all prior proposals, negotiations, or communications. Amendments must be in writing and signed by both Parties.
15. **Signatures.**

| CLIENT | CONSULTANT |
|---|---|
| Name: _____ | Name: _____ |
| Title: _____ | Title: _____ |
| Organization: Central Montana Tourism | Firm: _____ |
| Signature: _____ | Signature: _____ |
| Date: _____ | Date: _____ |

## Exhibit A: Scope of Work, Deliverables, Timeline, and Compensation

One section for each awarded lot (Exhibit A-1, A-2, and so on), each stating:

- The lot and scope of services, taken from the RFP and Consultant's accepted proposal
- Deliverables and milestone dates
- Fees or rate card, and any pass-through costs, such as media costs (Lot 1), printing and shipping costs (Lot 5), and hosted media visit costs (Lot 6).
- Any limits on the license for photography and video (Lots 2 and 3)