



RUSSELL COUNTRY INC
dba: Central Montana Tourism

RFP Number:
2024-05

RFP Title: Administrative Agency Services

RFP PROPOSALS Due Date and Time:
August 18th, 2024
3:00 p.m., Mountain Time

Number of Pages:
17

Issue Date:
July 18th, 2024

ISSUING AGENCY INFORMATION

Becky Miller, CMT Board Secretary
Beckym@ibyourbank.com

Russell Country, Inc.
dba: Central Montana Tourism
Phone: (406) 761-5036
Cell: (406) 945-2339

Website: <https://centralmontana.com>

INSTRUCTIONS TO OFFERORS

Return Sealed Proposal to:

MAILING ADDRESS:

Central Montana Tourism
Attn: Becky
1111 McKinley Ave
Havre, MT 59501

Mark Face of
Envelope/Package with:

RFP Number: 07-2024

Special Instructions: Direct Mail or Emailed proposals will be accepted. No FAXED proposals will be considered.

OFFERORS MUST COMPLETE THE FOLLOWING

Offeror Name/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

Offeror Phone Number:

Offeror E-mail Address:

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INSTRUCTIONS TO OFFERORS

It is the responsibility of each Offeror to:

Follow the format required in the RFP when preparing your response. Provide responses in a clear and concise manner.

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.

Submit your response on time. Note all the dates and times listed in the Schedule of Events and within the document. Late proposals are **never** 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

A detailed response to all questions/requested information.

****If Offeror cannot meet a particular requirement, provide a detailed explanation next to that requirement.**

SCHEDULE OF EVENTS

<u>Event:</u>	<u>Date:</u>
RFP Released	July 18th, 2024
Proposal Due Date by 3pm	August 18th, 2024
Proposal Evaluation (subject to change).....	August 22nd, 2024
Oral Interviews (if deemed necessary).....	August 27th or 28, 2024
Intended Date for Contract Award	September 1st, 2024

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 Central Montana staff or board member regarding this procurement, except at the direction of Becky Miller, Secretary of the Board of Directors of Russell County, Inc. Any unauthorized contact may disqualify the offeror from further consideration.

Contracts Officer: Becky Miller
Telephone Number: 406-761-5036
E-mail Address: director@centralmontana.com

REQUEST FOR PROPOSAL (RFP # 07-2024)

The goal of this RFP is to identify an established non-profit or governmental organization that can work in collaboration with CMT to provide needed operational infrastructure and guidance.

CMT is looking to develop an integrated relationship with someone who can provide office space, bookkeeping services and leadership for the CMT region in destination management, marketing, development & stewardship as the goal is to strengthen us as a year-round travel destination.

Candidate agencies will submit proposals to be considered for a single stand-alone full-service agency **or** as a lead agency with subcontractor relationships. Agencies submitting a proposal as the lead contractor must clearly represent their capabilities as the lead agency. *NOTE: Any subcontracted agency hired by the lead agency must have the capabilities and demonstrable experience to carry out the specific portion of the SOS being subcontracted, and **must first be approved by Russell Country Inc.***

Qualifications

The successful Offeror must demonstrate extensive knowledge and understanding of lodging funds, board management and how to proactively execute the destination management, marketing and stewardship roles as outlined by outlined by the state of Montana.

SECTION 1: INTRODUCTION & INSTRUCTIONS

1.1 INTRODUCTION **ABOUT RUSSELL COUNTRY INC.**

Russell Country Inc. (hereafter referred to as CMT and/or Central Montana Tourism) is one of six (6) designated tourism regions within the State of Montana. This central region consists of thirteen counties: Blaine, Cascade, Chouteau, Fergus, Hill, Judith Basin, Liberty, Petroleum, Meagher, Pondera, Teton, Toole, Wheatland.

CMT is tasked with inspiring out-of-state travelers to visit our central region by building awareness of this region as the centerpiece and soul of Montana. CMT seeks to maximize the economic impact of tourism & travel to the region's communities, while also working to ensure that Montana continues to remain a great place for residents to live, work and play.

Background

The Montana Legislature created a dedicated four percent (4%) accommodations tax in 1987, commonly known as the "bed tax". CMT funds its programs solely from this source, with no dollars from the State's general fund or any other revenue generating source. The existence of this funding, and the valuable promotional efforts it has allowed, are essential to maintaining and increasing tourism growth, management & sustainability into the future.

1.2 CONTRACT TERM. This contract shall take effect **September 1st, 2024** (or upon contract execution) and terminate on **August 31st, 2025**, unless terminated earlier in accordance with the terms of the contract.

The contract period is **for one year**. The parties may mutually agree to a renewal of this contract on an annual basis.

1.2.1 Contract Renewal. This contract may be renewed in **one-year** intervals, or any interval that is agreed upon by the parties; provided, however, that this contract, including any renewals may not exceed a total of **seven** years.

1.3 SINGLE POINT OF CONTACT

From the date this Request for Proposal (RFP) is issued until an Offeror is selected and announced by the Contracts Officer, **Offerors shall not communicate with any Central Montana Tourism staff or board members regarding this procurement, except at the direction of Becky Miller**, the CMT Executive Director/Contracts Officer in charge of the solicitation. Any unauthorized contact may disqualify the Offeror from further consideration. Contact information for the single point of contact is:

Contracts Officer: CMT Board Secretary, Becky Miller

Telephone Number: **406-945-2339**

E-mail Address: Beckym@ibyourbank.com

INSTRUCTIONS

1.4 SUBMITTING A PROPOSAL

1.4.1 Organization of Proposal. Offerors must organize their proposal into sections that follow the format of this RFP. Proposal pages must be consecutively numbered.

Restate the section/subsection number and the text immediately prior to your written response. 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.**

1.4.2 Failure to Comply with Instructions. Offerors failing to comply with these instructions may be subject to point deductions. Further, CMT 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.

1.4.3 Deadline for Receipt of Proposals.

EACH PROPOSAL MUST BE clearly indicating it is in response to RFP **07-2024**. ***Proposals must be received prior to 3:00 PM, Mountain Time, Friday August 18th, 2024. Offeror is solely responsible for assuring delivery by the designated time.***

1.4.4 Late Responses. ***Regardless of cause, CMT will not accept late proposals. Such proposals will automatically be disqualified from consideration.***

1.5 COSTS/OWNERSHIP OF MATERIALS

1.5.1 Central Montana Tourism Is Not Responsible for Preparation Costs. Offeror is solely responsible for all costs it incurs prior to contract execution.

1.5.2 Ownership of Timely Submitted Materials. CMT shall own all materials submitted in response to this RFP.

SECTION 2: RFP STANDARD INFORMATION

2.1 AUTHORITY

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. CMT shall use only the evaluation criteria outlined in this RFP.

2.2 CLASSIFICATION AND EVALUATION OF PROPOSALS

2.2.1 Initial Classification of Proposals as Responsive or Nonresponsive. CMT shall initially classify all proposals as either "responsive" or "nonresponsive". CMT 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 stated RFP requirements and specifications. Central Montana Tourism may find any proposal to be nonresponsive at any time during the procurement process. If Central Montana Tourism deems a proposal nonresponsive, it will not be considered further.

2.3.2 Evaluation of Proposals. An evaluator/evaluation committee will individually evaluate all responsive written proposals based on stated criteria see Evaluation Process). The three (3) highest scores (and any ties) on the written proposals will be the determining factor for oral interviews/product demonstrations. The written evaluation scores will be combined with the oral interview scores; the Offeror receiving the highest combined score shall be offered a contract.

2.3.3 Completeness of Proposals. Selection and award will be based on the Offeror's proposal and other items outlined in this RFP. 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.

2.3.4 Opportunity for Discussion/Negotiation and/or Oral Presentation/Product Demonstration. After receipt of proposals and prior to the recommendation of award, the Contracts Officer may initiate discussions with, or request oral presentations from, one or more Offerors should it be deemed necessary. Agencies selected as finalists might 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 Fort Benton, Montana, to discuss technical and contractual aspects of their proposal. Oral presentations and product demonstrations shall be at the Offeror's expense. All materials needed for the presentations will be the responsibility of and at the Offeror's expense.

2.3.5 Best and Final Offer. Under Montana law, the Contracts Officer may request a best and final offer if additional information is required to make a final decision. CMT reserves the right to request a best and final offer based on price/cost alone.

2.3.6 Request for Documents Notice. Upon concurrence with the evaluation committee's recommendation for contract, the Contracts Officer may request verifiable documents and information, such as insurance documents, contract performance security, and any other necessary documents from the Offeror recommended for contract. 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 evaluation committee's selection.

2.3.7 Contract Execution. Upon receipt of all required materials, a contract incorporating the Standard Terms and Conditions, will be provided to the Contracting Offeror for signature. The Offeror will be expected to accept and agree to all material requirements contained in final contract relevant to this RFP. If the highest scoring Offeror does not accept all material requirements, CMT may move to the next highest scoring Offeror, or cancel the RFP. Work under the contract will commence on or around **September 1st, 2024**, and or when the contract has been signed by all parties.

2.4 Central Montana Tourism RIGHTS RESERVED

While CMT has every intention to award a contract resulting from this RFP, issuance of the RFP in no way constitutes a commitment to award and execute a contract. Upon a determination such actions would be in its best interest, Central Montana Tourism, 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 Central Montana Tourism best interest not to proceed with contract execution (ARM 2.5.602); or
- If awarded, terminate any contract if Central Montana Tourism determines adequate state funds are not available (18-4-313, MCA).

SECTION 3: SCOPE OF SERVICES

3.0 PROGRAM DETAIL

Working Relationship

As a marketing entity, CMT is a state funded entity, governed by a volunteer Board of Directors.

The successful Offeror will therefore be expected to understand the inner workings and needs of such a client and will possess the ability to provide a high level of quality service no matter what timelines or deadlines are imposed.

CMT intends to have a close working relationship with the successful Offeror. The successful Offeror will be required to provide: (1) budget estimates for final approval prior to commencement of work on all approved programs, projects (2) provide CMT with an opportunity to review all draft materials relevant to a program, project. (3) Keep CMT informed as to the status and progress of all things CMT funded.

CMT requires the Agency to assign a representative to this account; the designated CMT representative will be responsible for the preparation, presentation and/or submission of required reports under agency purview, in whatever format deemed necessary. These reports shall include relevant accounting & bookkeeping information that tracks budget spending as required. Additionally, the designated representative shall meet regularly with the CMT Executive Committee as well as attending predetermined meetings; these meetings may be in person, virtual or by telephone as agreed upon by both parties.

3.1 SCOPE OF SERVICES

The Agency of Record (AOR) shall perform the following Scope of Services (SOS) identified below.

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.

3.1.2 Contracting Agency Staff Services

Offerors will provide to Central Montana Tourism the services of such full-time or part-time employees or contractors as will be sufficient to conduct the necessary marketing plan development, marketing and financial reporting, annual report filing, and 990 Tax Form preparation associated with the CMT.

Contractor will employ a staff member to implement the day-to-day work of Russell Country, Inc as outlined in the annual plan adopted by the Russell Country, Inc Board of Directors. The Tourism Director will develop and implement all marketing programs utilizing funding provided to Russell Country, Inc through the Montana lodging tax. Contractor will be responsible for reporting duties to the Department of Commerce as required in applicable Montana rules and regulations.

Contractor will provide to Russell Country, Inc the services of full-time or part-time staff sufficient to efficiently conduct the operations of Russell Country, Inc as approved by the Russell Country, Inc Board of Directors through the adoption of the annual budget. Contractor shall have sole discretion to determine the staff time to be provided to Russell Country, Inc.

3.1.3 Support Services

Offerors will provide to CMT necessary support services such as accounting, facilities, maintenance, utilities, insurance, security, reception, supplies, telecommunications, copying, postage, etc., for the effective operation of CMT. Such services will be provided through an allocation methodology agreed to by the CMT Board of Directors through the adoption of the annual budget.

3.2 PAYMENTS

3.2.1 Reimbursement for Staff Services

CMT shall reimburse the Contractor monthly for actual time devoted to CMT as outlined through an annual allocation agreement approved by the CMT Board of Directors as reflected through the adoption of the annual budget. Contractor staff will account for actual time devoted to services for CMT through payroll sheets.

3.2.2 Reimbursement of Support Services

CMT shall reimburse the Contractor monthly for share of actual support service expenses to CMT as outlined through an annual allocation agreement approved by the CMT Board of Directors as reflected through the adoption of the annual budget.

3.2.3 Accounting and Payment

The contractor agrees to keep complete and accurate books or accounts regarding the Staff Services and Support Services provided by it to CMT. The contractor shall furnish CMT monthly statements therefore provide CMT with information sufficient for CMT to verify or otherwise document the services so provided.

3.2.4 Marketing Strategy and Brand Planning

- Assist with developing CMT brand positioning strategy, including competitive and situational analysis, goals, objectives, priorities, audience, and integrated multi-media strategies.
- If needed, represent CMT at media events, shows, trips, and other outreach forums as requested.
- Assist with integrated contact and communications management for the purpose of facilitating CMT's success to our partners, constituents, press, legislators/government, and industry stakeholders as requested. This may include assistance with providing work samples, PowerPoint presentations, etc.
- Assist with development and implementation of community workshops and seminars on a variety of media/public relations and tourism industry subjects as requested.

3.2.5 Fulfillment

- Assist CMT in providing accurate, timely travel information to potential and repeat visitors to the region via telephone, online personal communications, and print & electronic communications, by using all fulfillment information & assets available.
- Fulfill distribution of CMT's print publications individually or in mass, with every effort being made to use mass mailing whenever possible for cost-saving measures. Materials, shipping & mailing costs are paid by CMT as invoiced by Contractor.
- Call Center/Telemarketing/Fulfillment/Online Travel Counseling/Materials Storage and Inventory Control and Tracking
- Provide monthly distribution updates for CMT BOD, and year-end distribution report.

3.3 Access, Retention of Records and Reporting

3.3.1 Access to Records.

The Contractor agrees to provide CMT access to any records necessary to determine contract compliance. (Section 18-1-118, MCA). CMT reserves the right to review and/or audit any financial records pertaining to the use of CMT funds at any time, with or without cause.

3.3.2 Retention Period

The Contractor agrees to create and retain records supporting the **Scope of Services performed** for a period of three years after either the completion date of this contract or the conclusion of any claim, litigation, or exception relating to this contract taken by CMT.

3.3.3 Reporting The Contractor agrees to provide CMT with monthly written and/or oral status reports for all elements and/or phases of a specific project or campaign undertaken on behalf of CMT. The reports shall include relevant information pertaining to research time/costs, creative & production time/costs, media placement time/costs and any other requested information.

SECTION 4: OFFEROR QUALIFICATIONS

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.

4.1 COMPANY PROFILE –

1. Agency name, address, and main phone number.
2. Agency contact name, phone, and email.
3. Describe the company's legal organization structure (corporation, partnership, etc.), including parent, subsidiary, or affiliate status.
4. Give a brief narrative about your organization
5. List of employees, titles, list of consultants and organizations that will be used as a part of your team

4.2 AGENCY CAPABILITIES

1. Describe how you motivate your staff and other agency partners to continually strive for excellence.
2. Tell us about your firm's experience managing a non-profit or governmental organization.
3. Share if any tools have additional costs not included as part of services.
4. What key insights and analysis lead to the success of a campaign, project, or program?
5. Give a brief narrative on how your company plans to successfully mentor CMT
6. Provide images and a description of your office space you would provide to CMT

SECTION 5: COST PROPOSAL

All subsections of Section 5 require a response. Restate the subsection number and the text immediately prior to your written response.

5.1 Budget

5.1.2 Service Expenses and Hourly Rates

Offerors must list the blended rate for all categories of services amount per billable hour you would charge.

Include all items on the worksheet provided and any others that are relevant to the proposal that CMT would be expected to pay:

<u>Service Provided</u>	<u>\$ Amount per Hour</u>
Personal Expense	_____
Professional Fees	_____
Administration Costs	_____

Accounting

Fullfillment

Agency Services

Others (please list as appropriate)—Informational only—not scored

5.2.1 Separately from the above cost proposals, identify and list any and all additional costs, including: ongoing maintenance costs, software, subscriptions, pass through costs, etc. Indicate whether the cost is a one time “set up” fee, ongoing fee for each usage, or an annual fee.

SECTION 6: EVALUATION PROCESS

SCORING GUIDE

In awarding points to each of the scored evaluation criteria, the evaluator/evaluation committee will individually 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 (75-94%): 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.

Fair Response (60-74%): A fair response minimally meets most requirements set forth in the RFP. The Offeror demonstrates some ability to comply with guidelines and requirements of the project, but knowledge of the subject matter is limited.

Failed Response (59% or less): A failed response does not meet the requirements set forth in the RFP. The Offeror has not demonstrated sufficient knowledge of the subject matter.

STAGE 1-COST PROPOSAL FORMULA

The lowest overall cost proposal automatically receives a **maximum allotted points (150)**. All other proposals will receive an incremental 10% decrease of the total points available based on the lowest to highest cost. Example: Total possible points for lowest cost proposal are 150. Offeror A (lowest cost proposal) would receive 150 points. Offeror B (2nd lowest cost proposal) would receive 135 points (150 x 10%=15 pts, 150-15=135 pts). Offeror C (3rd lowest cost proposal) would receive 120 points (150 x 20%=30 pts, 150-30=120 pts) , etc.

Note: Any proposal that CMT believes to be so unjustifiably low that it would diminish the ability of the agency to complete the scope of services/work with the quality and responsiveness deemed appropriate by CMT, will be immediately disqualified from consideration.

STAGE 2-WRITTEN PROPOSAL EVALUATION

Members of the evaluation committee will individually evaluate the **written offers** based on a total number of allowable maximum **cumulative points**. Example: If there are 5 committee members evaluating, the five individual scores will be combined for a total score.

- **Written proposals will receive a maximum of 250 points per scorer.**

Written Proposal Evaluated RFP Section

Weight 20% (up to a total 20 pts)

4.1 COMPANY PROFILE –

1. Agency name, address, and main phone number.
2. Agency contact name, phone, and email.
3. Describe the company's legal organization structure (corporation, partnership, etc.), including parent, subsidiary, or affiliate status.
4. Give a brief narrative about your organization
5. List of employees, titles, list of consultants and organizations that will be used as a part of your team

4.2 AGENCY CAPABILITIES

1. Describe how you motivate your staff and other agency partners to continually strive for excellence.
2. Tell us about your firm's experience managing a tourism center.
3. Share if any tools have additional costs not included as part of services.
4. What key insights and analysis lead to the success of a campaign, project, or program?
5. Give a brief narrative on how your company plans to successfully mentor CMT
6. Provide images and a description of your office space you would provide to CMT

Written Proposal Evaluated RFP Section

Weight 80% (total 80 pts)

Category: Agency Approach & Capabilities Relevant to Scope of Services (RFP Sections 3.0-3.2.5 and Section 5)

- Contracting Agency Staff Services
- Support Services
- Payments
- Fulfillment
- Budget
- Completeness of Proposal

STAGE 3-ORAL PRESENTATION EVALUATION (if deemed necessary)

****Should oral presentations be deemed necessary, the applicable cost proposal points, written and oral evaluation scores will be combined for a TOTAL score.**

Members of the evaluation committee will individually evaluate the **oral presentations** based on a total number of allowable maximum **cumulative points**. Example: If there are 5 committee members evaluating, the five individual scores will be combined for a total score.

- **Oral presentations will receive a maximum of 100 points per scorer.**

Sample Contract

1. PARTIES

THIS CONTRACT is entered into by and between Russell Country, Inc. and _____, (hereinafter referred to as the “Contractor”).

The purpose of this Agreement is to secure from Contractor certain staff and support services necessary for continuous effective general operations and management and to comply with applicable state and federal regulations, operations, and management.

2. EFFECTIVE DATE, DURATION, AND RENEWAL

2.1 CONTRACT TERM. This contract shall take effect **September 1st, 2024** (or upon contract execution) and terminate on **August 31st, 2025**, unless terminated earlier in accordance with the terms of the contract. The contract period is **for one year**. The parties may mutually agree to a renewal of this contract on an annual basis.

2.2 Contract Renewal. This contract may be renewed in **one-year** intervals, or any interval that is agreed upon by the parties; provided, however, that this contract, including any renewals may not exceed a total of **seven** years.

3. BOARD RESPONSIBILITY AND RELATIONSHIP

The Board of Directors for each Party retains all governing authority for that respective Party as provided under law and its bylaws. The Board of Directors for each Party shall represent that Party in matters relating to this Agreement and its interpretation.

4. PERFORMANCE

4.1 Staff Services

Contractor will provide to Russell Country, Inc. the services of such full-time or part-time employees or contractors as will be sufficient to conduct the necessary marketing plan development, marketing and financial reporting, annual report filing, and 990 Tax Form preparation associated with the Russell Country, Inc.

Contractor will provide to Russell Country, Inc the services of a full-time Executive Director to provide necessary oversight, management, and policy coordination services. The Contractor shall have supervisory authority and responsibility for all staff of the Contractor, and shall have sole discretion to hire, fire, evaluate, and assign duties to employees. The Executive Director shall—with support from the Contractor- be responsible for handling all administrative duties for the conduct of Russell Country, Inc’s business. Specific administrative duties include: coordinate and attend Russell Country, Inc board, committee meetings and activities; oversee staff direction and strategic direction for Russell Country, Inc; attend Tourism Advisory Council Meetings and other state tourism activities when necessary; develop the annual budget, marketing and work plan of Russell Country, Inc for presentation to the Tourism Advisory Council; and develop and maintain strong regional stakeholder relations while seeking input on Russell Country, Inc planning.

Contractor will employ a staff member to implement the day-to-day work of Russell Country, Inc as outlined in the annual plan adopted by the Russell Country, Inc Board of Directors. The Tourism Director will develop and implement all marketing programs utilizing funding provided to Russell Country, Inc through the Montana lodging tax. Contractor will be responsible for reporting duties to the Department of Commerce as required in applicable Montana rules and regulations.

Contractor will provide to Russell Country, Inc the services of full-time or part-time staff sufficient to efficiently conduct the operations of Russell Country, Inc as approved by the Russell Country, Inc Board of Directors

through the adoption of the annual budget. Contractor shall have sole discretion to determine the staff time to be provided to Russell Country, Inc.

4.2 Support Services

In addition to staff services, Contractor will provide to Russell Country, Inc necessary support services such as accounting, facilities, maintenance, utilities, insurance, security, reception, supplies, telecommunications, copying, postage, etc., for the effective operation of Russell Country, Inc. Such services will be agreed to through an allocation methodology agreed to by the Russell Country, Inc Board of Directors through the adoption of the annual budget.

The Contractor shall provide Russell Country, Inc with the use of office space within the Contractor's offices. The Contractor shall have sole discretion to determine the location and amount of such office space in its premises.

4.3 Furniture, Fixtures, and Equipment (FFE)

The Contractor shall have sole discretion to determine the office equipment, furniture, supplies, services and administrative support to be provided, and reserves the right to modify or eliminate such items on reasonable notice to Russell Country, Inc.

4.4 Reporting

Contractor will report marketing performance and financial activity to the Board of Directors of Russell Country, Inc monthly. Contractor will submit quarterly financial reports and annual marketing method evaluation report in accordance with Montana Department of Commerce Office of Tourism and Business Development Regulations and Procedures for Regional/CVB Tourism Organizations use of Lodging Facility Use Tax Revenue as adopted by the Tourism Advisory Council.

4.5 Authority

While Contractor will provide the services in Sections 4.1, 4.2, and 4.3 the Board of Directors of Russell Country, Inc specifically acknowledges and retains the ultimate authority for the operations of Russell Country, Inc, including the approval or denial of strategic directions and actions to be performed. This responsibility will be carried out independently of any control by Contractor.

4.6 Intellectual Property

During the term of this Agreement, the Parties anticipate that certain confidential information and intellectual property will be developed for purposes of both Party's mission and activities. Said confidential information and intellectual property includes, but is not limited to, databases, lists, customer lists, visitor guides and publications, financial and proprietary information, concepts, documents, materials, trade secrets, business contacts, and ideas about current and future projects which the parties regard as confidential ("Confidential Information"). All such Confidential Information developed, generated or disclosed pursuant to the services provided under this Agreement shall be owned jointly by the parties

5. PAYMENTS

5.1 Reimbursement for Staff Services

Russell Country, Inc shall reimburse Contractor monthly for actual time devoted to Russell Country, Inc as outlined through an allocation agreement approved by the Russell Country, Inc Board of Directors as reflected through the adoption of the annual budget. Contractor staff will account for actual time devoted to services for Russell Country, Inc through payroll sheets.

5.2 Reimbursement of Support Services

Russell Country, Inc shall reimburse Contractor monthly for share of actual support service expenses to Russell Country, Inc as outlined through an allocation agreement approved by the Russell Country, Inc Board of Directors as reflected through the adoption of the annual budget.

5.3 Accounting and Payment

Contractor agrees to keep complete and accurate books or accounts regarding the Staff Services and Support Services provided by it to Russell Country, Inc. Contractor shall furnish Russell Country, Inc monthly statements therefor that provide Russell Country, Inc with information sufficient for Russell Country, Inc to verify or otherwise document the services so provided.

6. INSURANCE AND INDEMNIFICATION

6.1 Insurance

CONTRACTOR shall procure and maintain a policy or policies of comprehensive general liability insurance coverage to include, without limitation, personal injury, death, and property damage, related to or arising out of the services and functions provided to ORGANIZATION under this Agreement, with a combined single limit of not less than \$1,000,000 or as determined sufficient for such purposes by the City of Great Falls, as required by MCA 7-12-1143

Russell Country, Inc shall procure and maintain a policy or policies of comprehensive general liability insurance coverage to include, without limitation, personal injury, death, and property damage with a combined single limit of not less than \$1,000,000.

CONTRACTOR shall also procure and maintain a policy or policies of commercial automobile insurance covering all owned, hired and non-owned hired vehicles operated by ORGANIZATION or its employees and agents in providing the services and functions to Russell Country, Inc as contemplated under this Agreement, with a combined single limit of not less than \$1,000,000.

Proof of the foregoing insurance coverage, as applicable, shall be provided by each Party at the commencement of this Agreement, and upon periodic request by the other Party. Each party will require its insurer to name the other party as an additional insured and to provide the other party written notification of any material change or cancellation with respect to its insurance coverage not less than 30 days prior to any such change or cancellation, and each party shall provide the other with a new proof of coverage within 30 days after any change.

6.2 Indemnification

Each Party agrees to indemnify, save and hold harmless the other party, and the other party's subsidiaries, affiliates, related entities, partners, agents, officers, directors, employees, attorneys, heirs, successors, and assigns, arising out of any act or omission constituting a breach or default under this agreement by the party or any of its officers, directors, employees, or agents of the party.

The indemnity under this Section shall require the payment of costs and expenses by the liable Party as they are incurred. The Party seeking reimbursement or indemnity under this Section shall promptly notify the liable (other) Party upon receipt of any claim or legal action referenced in this Section. The indemnified Party shall not at any time admit liability or otherwise attempt to settle or compromise said claim, action or demand, except upon the express prior written instructions or agreement of the indemnifying Party or upon the repudiation or denial of indemnification by the indemnifying Party. For the purposes of this Section, a repudiation or denial of indemnification shall be deemed to occur if the Party seeking indemnification does not receive written confirmation of indemnification from the party from whom indemnification is sought within thirty (30) calendar days of notice of the claim, action or demand by the Party seeking indemnification. The Party seeking indemnification shall make all reasonable efforts to provide the Party from whom reimbursement is sought with all information that may be useful in determining whether indemnification is proper. The provisions of this Section shall survive any termination or expiration of this Agreement.

7. MISCELLANEOUS PROVISIONS

7.1 Conflict of Interest

No member of the governing body of Russell Country, Inc and no member of the governing body of Contractor shall have any personal financial interest in this Agreement. No Contractor staff or Associate of Contractor shall be a voting or non-voting member of the Russell Country, Inc's Board of Directors

7.2 Breach

It is expressly understood that the only remedy for an uncured a breach of the terms of this Agreement shall be termination of the Agreement in accordance with provisions of Section 6.2 above.

No waiver of any breach of any provision or condition of this Agreement, whether by course or dealing or otherwise, shall be effective unless evidenced by any instrument in writing duly executed by the party against whom such enforcement or waiver is sought. Waiver of breach of any term or provision of this Agreement shall not be deemed a waiver or any other breach of the same or a different provision.

7.3 Entire Agreement

This Agreement constitutes the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. The parties hereto agree that the laws of the State of Montana, exclusive of Montana choice of law provisions, shall govern this Agreement.

7.4 Independent Contractors

It is expressly understood and agreed by the parties that the staff or agents of the ORGANIZATION are independent contractors to the Russell Country, Inc. No Party shall have the power to bind or obligate the other, except as specifically provided in this Agreement. Neither this Agreement nor any activity under this Agreement is intended, nor shall it be deemed, to create a partnership, association, joint venture, or agency relationship between the Parties.

7.5 Legal Capacity

The Parties each warrant to the other that it has the legal capacity to enter into this Agreement, that the execution has been duly approved by its Board of Directors and that its obligations under the Agreement do not violate its organizational document, bylaws, or any agreement to which it is a party.

7.6 Governing Law

This Agreement shall be governed by and construed according to the laws of and subject exclusively to the jurisdiction of the courts of the State of Montana. Venue for any action under this Agreement shall be in Cascade County, Montana.

7.7 Severability

In the event any term or provision of this Agreement is rendered invalid or unenforceable by any valid legislative or regulatory act or declared null and void by any court of competent jurisdiction, the remaining provisions of this Agreement shall remain full force and effect.

7.8 Attorneys' Fees

If any legal proceeding is commenced which is related to this Agreement, the losing party shall pay the prevailing party's actual attorneys' fees and expenses incurred in the preparation for, conduct of or appeal or enforcement of judgment from the proceeding.

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

Central Montana Tourism
1111 McKinley Ave
Havre, MT. 59501
FEDERAL ID # 81-0432114

FEDERAL ID #

BY: _____
(BOD Secretary)

BY: _____

(Signature)

(Signature)

DATE: _____

DATE: _____

RUSSELL COUNTRY INC.
1111 McKinley AVE
HAVRE, MT 59501
406-761-5036