

CONTRACT

Montana State Library Rebranding Project
LIB22-0029LS

THIS CONTRACT is entered into by and between the State of Montana, **Montana State Library**, (State), whose address and phone number are **P.O. Box 201800, Helena, MT 59620, 406-444-3115** and **Hoffman York, Inc**, (Contractor), whose address and phone number are **7 W. 6th Avenue, Suite 3C, Helena, MT 59601** and **406-879-3073**.

1. EFFECTIVE DATE, DURATION, AND RENEWAL

1.1 Contract Term. The Contract's initial term is upon contract execution through June 30, 2023, unless terminated earlier as provided in this Contract. In no event is this Contract binding on State unless State's authorized representative has signed it. Neither the legal counsel signature approving legal content of the Contract nor the procurement officer signature approving the form of the Contract constitutes an authorized signature.

1.2 Contract Renewal. State may renew this Contract under its then-existing terms and conditions (subject to potential cost adjustments described below in section 2) in one-year intervals, or any interval that is advantageous to State. This Contract, including any renewals, may not exceed a total of **seven (7)** years.

2. COST ADJUSTMENTS

2.1 Cost Adjustments Negotiated Based on Changes in Contractor's Costs. After the Contract's initial term and if State agrees to a renewal, the parties may negotiate cost adjustments at the time of Contract renewal. Any cost increases must be based on demonstrated industrywide or regional increases in Contractor's costs. State is not obligated to agree upon a renewal or a cost increase.

3. SERVICES AND/OR SUPPLIES

Contractor shall provide State with a brand development and implementation strategy for the Montana State Library, development of the new brand, and implementation and marketing of the new brand. Contractor shall complete all tasks and provide all deliverables specified in ATTACHMENT A – Scope of Work, unless otherwise agreed to in writing by both parties.

4. WARRANTIES

4.1 Warranty of Services. Contractor warrants that the services provided conform to the Contract requirements, including all descriptions, specifications and attachments made a part of this Contract. State's acceptance of services provided by Contractor shall not relieve Contractor from its obligations under this warranty. In addition to its other remedies under this Contract, at law, or in equity, State may require Contractor to promptly correct, at Contractor's expense, any services failing to meet Contractor's warranty herein. Services corrected by Contractor shall be subject to all the provisions of this Contract in the manner and to the same extent as services originally furnished.

5. CONSIDERATION/PAYMENT

5.1 Payment Schedule. In consideration of the services to be provided, State shall pay Contractor according to the following schedule. Contractor shall invoice State upon the conclusion of each Milestone Phase listed below. State shall pay Contractor upon acceptance of each Milestone Phase, but 15% will be withheld from each milestone payment. The amounts withheld will be paid to Contractor at two points throughout the project as indicated by the Project Acceptance payments outlined below. Payment for each phase indicates acknowledgement that the work was satisfactorily completed and the remaining balance will be applied to the appropriate Project Acceptance payment.

Milestone Phase	Invoice amount	Holdback Amount @ 15%	Payment Amount
1. Research & Discovery	\$38,250.00	\$5,737.50	\$32,512.50

2. Brand Development – Part One	\$54,500.00	\$8,175.00	\$46,325.00
3. Brand Development – Part Two	\$30,750.00	\$4,612.5	\$26,137.50
Project Acceptance (To Date)	\$18,525.00	N/A	\$18,525.00
4. Campaign Planning & Creative	\$68,000.00	\$10,200.00	\$57,800.00
5. Media Buy & Campaign Launch	\$18,500.00	\$2,775.00	\$15,725.00
Project Acceptance (Completion)	\$12,975.00	N/A	\$12,975.00
PROJECT SUBTOTAL:			\$210,000.00

Out-of-pocket costs will be invoiced in accordance with vendor payment schedules.

Contractor shall not charge for automotive travel time to attend meetings with MSL staff within the State of Montana, but will be reimbursed for mileage, lodging, and per diem. State shall reimburse Contractor for approved travel costs upon receipt of appropriate receipts and invoices; reimbursement of travel costs will be subject to the approved State rates for mileage, lodging, and per diem published by the Department of Administration at <https://doa.mt.gov/docs/Travel-Information-Summary-Sheet-Jan-2021.pdf>. Should Contractor be required to travel within Montana at State request to handle projects and/or meet with a stakeholder group(s), Contractor will charge for travel time at a reduced rate of \$60/hour. All billable travel time will be subject to approval by State in advance and billed as proposed.

5.2 Payment Terms. Unless otherwise noted in the solicitation document, State has thirty (30) days to pay invoices, as allowed by 17-8-242, MCA. Contractor shall provide banking information at the time of Contract execution in order to facilitate State's electronic funds transfer payments.

5.3 Reference to Contract. The Contract number MUST appear on all invoices, packing lists, packages, and correspondence pertaining to the Contract. If the number is not provided, State is not obligated to pay the invoice.

6. ACCESS AND RETENTION OF RECORDS

6.1 Access to Records. Contractor shall provide State, Legislative Auditor, or their authorized agents access to any records necessary to determine Contract compliance. State may terminate this Contract under section 16, Contract Termination, without incurring liability, for Contractor's refusal to allow access as required by this section. (18-1-118, MCA.)

6.2 Retention Period. Contractor shall create and retain all records supporting the services rendered for a period of eight years after either the completion date of this Contract or termination of the Contract.

7. ASSIGNMENT, TRANSFER, AND SUBCONTRACTING

Contractor may not assign, transfer, or subcontract any portion of this Contract without State's prior written consent. (18-4-141, MCA) Contractor is responsible to State 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 Contractor. No contractual relationships exist between any subcontractor and State under this Contract.

8. DEFENSE, INDEMNIFICATION / HOLD HARMLESS

Contractor shall defend, indemnify and hold harmless the State of Montana and the contracting agency hereunder and their elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, from and against all claims, demands, causes of action, liabilities, damages, judgments, expenses or fees, including the reasonable cost of defense thereof and attorney fees, arising or awarded in favor of Contractor's or its subcontractor's employees or agents or third parties for bodily or personal injuries, death, damage to property, or financial or other loss resulting or allegedly resulting in whole or part from (i) the services performed or products provided or (ii) other acts or omissions of Contractor and/or its agents, employees, representatives, assigns, subcontractors, except the sole negligence of State.

9. REQUIRED INSURANCE

9.1 General Requirements. Contractor shall maintain for the duration of this Contract, at its cost and expense, insurance against claims for injuries to persons or damages to property, including contractual liability, which may arise from or in connection with the performance of the work by Contractor, agents, employees, representatives, assigns, or subcontractors. This insurance shall cover such claims as may be caused by any negligent act or omission.

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

9.3 Specific Requirements for Commercial General Liability. Contractor shall purchase and maintain occurrence coverage with combined single limits for bodily injury, personal injury, and property damage of **\$1,000,000** per occurrence and **\$2,000,000** aggregate per year to cover such claims as may be caused by any act, omission, or negligence of Contractor or its officers, agents, representatives, assigns, or subcontractors.

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

9.4 Specific Requirements for Automobile Liability. Contractor shall purchase and maintain coverage with split limits of \$500,000 per person (personal injury), \$1,000,000 per accident occurrence (personal injury), and \$100,000 per accident occurrence (property damage), OR combined single limits of \$1,000,000 per occurrence to cover such claims as may be caused by any act, omission, or negligence of Contractor or its officers, agents, representatives, assigns, or subcontractors.

State, its officers, officials, employees, and volunteers are to be covered and listed as additional insureds for automobiles leased, owned, or borrowed by Contractor.

9.5 Specific Requirements for Professional Liability. Contractor shall purchase and maintain occurrence coverage with combined single limits for each wrongful act of **\$1,000,000** per occurrence and **\$2,000,000** aggregate per year to cover such claims as may be caused by any act, omission, negligence of Contractor or its officers, agents, representatives, assigns, or subcontractors. Note: If "occurrence" coverage is unavailable or cost prohibitive, Contractor may provide "claims made" coverage provided the following conditions are met: (1) the commencement date of this Contract must not fall outside the effective date of insurance coverage and it will be the retroactive date for insurance coverage in future years; and (2) the claims made policy must have a three-year tail for claims that are made (filed) after the cancellation or expiration date of the policy.

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

9.7 Certificate of Insurance/Endorsements. A certificate of insurance from an insurer with a Best's rating of no less than A- indicating compliance with the required coverages has been received by State Procurement Bureau, P.O. Box 200135, Helena, MT 59620-0135. *The certificates must name the State of Montana as certificate holder and Contractor shall provide copies of additional insured endorsements required by Contractor's commercial general liability and automobile liability policies.* Contractor must notify State immediately of any material change in insurance coverage, such as changes in limits, coverages, change in status of policy, etc. State reserves the right to require complete copies of insurance policies at all times.

10. COMPLIANCE WITH WORKERS' COMPENSATION ACT

Contractor shall comply with the provisions of the Montana Workers' Compensation Act while performing work for State

of Montana in accordance with 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 Contractor nor its employees are State employees. This insurance/exemption must be valid for the entire Contract term and any renewal. Upon expiration, a renewal document must be sent to State Procurement Bureau, P.O. Box 200135, Helena, MT 59620-0135.

11. COMPLIANCE WITH LAWS

Contractor shall, in performance of work under this Contract, fully comply with all applicable federal, state, or local laws, rules, regulations, and executive orders including but not limited to, the Montana Human Rights Act, the Equal Pay Act of 1963, 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. Contractor is the employer for the purpose of providing healthcare benefits and paying any applicable penalties, fees and taxes under the Patient Protection and Affordable Care Act [P.L. 111-148, 124 Stat. 119]. Any subletting or subcontracting by Contractor subjects subcontractors to the same provisions.

In accordance with 49-3-207, MCA, and Executive Order No. 04-2016. Contractor agrees that the hiring of persons to perform this Contract will be made on the basis of merit and qualifications and there will be no discrimination based on race, color, sex, pregnancy, childbirth or medical conditions related to pregnancy or childbirth, political or religious affiliation or ideas, culture, creed, social origin or condition, genetic information, sexual orientation, gender identity or expression, national origin, ancestry, age, disability, military service or veteran status, or marital status by the persons performing this Contract.

12. DISABILITY ACCOMMODATIONS

State 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.

13. REGISTRATION WITH THE SECRETARY OF STATE

Any business intending to transact business in Montana must register with the Secretary of State. Businesses that are domiciled in another state or country, but which are conducting activity in Montana, must determine whether they are transacting business in Montana in accordance with 35-14-1502 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.

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>.

14. INTELLECTUAL PROPERTY/OWNERSHIP

14.1 Mutual Use. Contractor shall make available to State, on a royalty-free, non-exclusive basis, all patent and other legal rights in or to inventions first conceived and reduced to practice or created in whole or in part under this Contract, if such availability is necessary for State to receive the benefits of this Contract. Unless otherwise specified in a statement of work, both parties shall have a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use copyrightable property created under this Contract. This mutual right includes (i) all deliverables and other materials, products, modifications that Contractor has developed or prepared for State under this Contract; (ii) any program code, or site-related program code that Contractor has created, developed, or prepared under or primarily in support of the performance of its specific obligations under this Contract; and (iii) manuals, training materials, and documentation. All information described in (i), (ii), and (iii) is collectively called the "Work Product".

14.2 Title and Ownership Rights. Upon payment, State retains title to and all ownership rights in all data and content, including but not limited to multimedia or images (graphics, audio, and video), text, and the like provided by State (the "Content"), but grants Contractor the right to access and use Content for the purpose of complying with its obligations under this Contract and any applicable statement of work.

14.3 Ownership of Work Product. Contractor shall execute any documents or take any other actions as may reasonably be necessary, or as State may reasonably request, to perfect State's ownership of any Work Product.

14.4 Copy of Work Product. Contractor shall, at no cost to State, deliver to State, upon State's request during the term of this Contract or at its expiration or termination, a current copy of all Work Product in the form and on the media in use as of the date of State's request, or such expiration or termination.

14.5 Ownership of Contractor Pre-Existing Materials. Contractor retains ownership of all literary or other works of authorship (such as software programs and code, documentation, reports, and similar works), information, data, intellectual property, techniques, subroutines, algorithms, methods or related rights and derivatives that Contractor owns at the time this Contract is executed or otherwise developed or acquired independent of this Contract and employed by Contractor in connection with the services provided to State (the "Contractor Pre-existing Materials"). Contractor Pre-existing Materials are not Work Product. Contractor shall provide full disclosure of any Contractor Pre-Existing Materials to State before its use and to prove its ownership. If, however, Contractor fails to disclose to State such Contractor Pre-Existing Materials, Contractor shall grant State a nonexclusive, worldwide, paid-up license to use any Contractor Pre-Existing Materials embedded in the Work Product to the extent such Contractor Pre-Existing Materials are necessary for State to receive the intended benefit under this Contract. Such license shall remain in effect for so long as such Pre-Existing Materials remain embedded in the Work Product. Except as otherwise provided for in **Section 14.3, Ownership of Work Product**, or as may be expressly agreed in any statement of work, Contractor shall retain title to and ownership of any hardware it provides under this Contract.

15. PATENT AND COPYRIGHT PROTECTION

15.1 Third-Party Claim. If a third party makes a claim against State that the products furnished under this Contract infringe upon or violate any patent or copyright, State shall promptly notify Contractor. Contractor shall defend such claim in State's name or its own name, as appropriate, but at Contractor's expense. Contractor shall indemnify State against all costs, damages, attorney fees, and all other costs and expenses of litigation that accrue as a result of such claim. If State 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.

15.2 Product Subject of Claim. If any product furnished is likely to or does become the subject of a claim of infringement of a patent or copyright, then Contractor may, at its option, procure for State 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 State shall be prevented by injunction, State will determine whether the Contract has been breached.

16. CONTRACT TERMINATION

16.1 Termination for Cause with Notice to Cure Requirement. State may terminate this Contract in whole or in part for Contractor's failure to materially perform any of the services, duties, terms, or conditions contained in this Contract after giving 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 **thirty (30)** days. If the demanded performance is not completed within the specified period, the termination is effective at the end of the specified period.

16.2 Termination for Cause with Notice to Cure Requirement. Contractor may terminate this Contract for State's failure to perform any of its duties under this Contract after giving State written notice of the failure. The written notice must demand performance of the stated failure within a specified period of time of not less than **thirty (30)** days. If the demanded performance is not completed within the specified period, the termination is effective at the end of the specified period.

16.3 Reduction of Funding. State must, by law, terminate this Contract if funds are not appropriated or otherwise made available to support State's continuation of performance of this Contract in a subsequent fiscal period. (18-4-313(4), MCA) If state or federal government funds are not appropriated or otherwise made available through the state budgeting process to support continued performance of this Contract (whether at an initial contract payment level or

any contract increases to that initial level) in subsequent fiscal periods, State shall terminate this Contract as required by law. State shall provide Contractor the date State's termination shall take effect. State shall not be liable to Contractor for any payment that would have been payable had the Contract not been terminated under this provision. As stated above, State shall be liable to Contractor only for the payment, or prorated portion of that payment, owed to Contractor up to the date State's termination takes effect. This is Contractor's sole remedy. State shall not be liable to Contractor for any other payments or damages arising from termination under this section, including but not limited to general, special, or consequential damages such as lost profits or revenues.

17. EVENT OF BREACH – REMEDIES

17.1 Event of Breach by Contractor. Any one or more of the following Contractor acts or omissions constitute an event of material breach under this Contract:

- Products or services furnished fail to conform to any requirement;
- Failure to submit any report required by this Contract;
- Failure to perform any of the other terms and conditions of this Contract, including but not limited to beginning work under this Contract without prior State approval or breaching section 22.1, Technical or Contractual Problems, obligations; or
- Voluntary or involuntary bankruptcy or receivership.

17.2 Event of Breach by State. State's failure to perform any material terms or conditions of this Contract constitutes an event of breach.

17.3 Actions in Event of Breach. Upon Contractor's material breach, State may:

- Terminate this Contract under Section 16.1, Termination for Cause and pursue any of its remedies under this Contract, at law, or in equity; or
- Treat this Contract as materially breached and pursue any of its remedies under this Contract, at law, or in equity.

Upon State's material breach, Contractor may:

- Terminate this Contract under section 16.2, Termination for Cause with Notice to Cure, and pursue any of its remedies under this Contract, at law, or in equity; or
- Treat this Contract as materially breached and, except as the remedy is limited in this Contract, pursue any of its remedies under this Contract, at law, or in equity.

18. FORCE MAJEURE

Neither party is 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 uses its best efforts to remedy such failure or delays. A party affected by a force majeure condition shall provide written notice to the other party within a reasonable time of the onset of the condition. In no event, however, shall the notice be provided later than five working days after the onset. If the notice is not provided within the five-day period, then a party may not claim a force majeure event. A force majeure condition suspends a party's obligations under this Contract, unless the parties mutually agree that the obligation is excused because of the condition.

19. WAIVER OF BREACH

Either party's failure to enforce any contract provisions after any event of breach is not a waiver of its right to enforce the provisions and exercise appropriate remedies if the breach occurs again. Neither party may assert the defense of waiver in these situations.

20. CONFORMANCE WITH CONTRACT

No alteration of the terms, conditions, delivery, price, quality, quantities, or specifications of the Contract shall be granted without the State Procurement Bureau's prior written consent. Product or services provided that do not conform to the Contract terms, conditions, and specifications may be rejected and returned at Contractor's expense.

21. LIAISONS AND SERVICE OF NOTICES

21.1 Contract Liaisons. All project management and coordination on State's behalf must be through a single point of contact designated as State'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 under this Contract must be coordinated between State's liaison and Contractor's liaison.

Malissa Briggs is State's liaison
Montana State Library
Address: 1515 E 6th Avenue
City, State, ZIP: Helena, MT 59601
Telephone: 406-444-3117
Cell Phone:
Fax: 406-444-0266
E-mail: mbriggs@mt.gov

Addie Palin is Contractor's liaison
Hoffman York, Inc.
Address: 7 W 6th Avenue
City, State, ZIP: Helena, MT 59601
Telephone: 406-879-3073
Cell Phone: 312-848-9239
Fax: 414-289-0417
E-mail: apalin@hoffmanyork.com

21.2 Notifications. State's liaison and Contractor's liaison may be changed by written notice to the other party. Written notices, requests, or complaints must first be directed to the liaison. Notice may be provided by personal service, mail, or facsimile. If notice is provided by personal service or facsimile, the notice is effective upon receipt; if notice is provided by mail, the notice is effective within three business days of mailing.

21.3 Identification/Substitution of Personnel. The personnel identified or described in Contractor's proposal shall perform the services provided for State under this Contract. Contractor agrees that any personnel substituted during the term of this Contract must be able to conduct the required work to industry standards and be equally or better qualified than the personnel originally assigned. State reserves the right to approve Contractor personnel assigned to work under this Contract and any changes or substitutions to such personnel. State's approval of a substitution will not be unreasonably withheld. This approval or disapproval shall not relieve Contractor to perform and be responsible for its obligations under this Contract. State reserves the right to require Contractor personnel replacement. If Contractor personnel become unavailable, Contractor shall provide an equally qualified replacement in time to avoid delays to the work plan.

22. MEETINGS

22.1 Technical or Contractual Problems. Contractor shall meet with State's personnel, or designated representatives, to resolve technical or contractual problems occurring during the Contract term or to discuss the progress made by Contractor and State in the performance of their respective obligations, at no additional cost to the State. State may request the meetings as problems arise and will be coordinated by State. State shall provide Contractor a minimum of three full working days' notice of meeting date, time, and location. Face-to-face meetings are desired; however, at Contractor's option and expense, a conference call meeting may be substituted. Contractor's consistent failure to participate in problem resolution meetings, Contractor missing or rescheduling two consecutive meetings, or Contractor's failure to make a good faith effort to resolve problems may result in termination of the Contract.

22.2 Progress Meetings. During the term of this Contract, State's Project Manager shall plan and schedule progress meetings with Contractor to discuss Contractor's and State's progress in the performance of their respective obligations. These progress meetings will include State's Project Manager, Contractor's Project Manager, and any other additional personnel involved in the performance of this Contract as required. At each meeting, Contractor shall provide State with a written status report that identifies any problem or circumstance encountered by Contractor, or of which Contractor gained knowledge during the period since the last such status report, which may prevent Contractor from completing any of its obligations or may generate charges in excess of those previously agreed to by the parties. This may include the failure or inadequacy of State to perform its obligation under this Contract. Contractor shall identify the amount of excess charges, if any, and the cause of any identified problem or circumstance and the steps taken to remedy the same.

22.3 Failure to Notify. If Contractor fails to specify in writing any problem or circumstance that materially affects the costs of its delivery of services or products, including a material breach by State, about which Contractor knew or reasonably should have known with respect to the period during the term covered by Contractor's status report, Contractor shall not be entitled to rely upon such problem or circumstance as a purported justification for an increase in the price for the agreed upon scope.

22.4 State's Failure or Delay. For a problem or circumstance identified in Contractor's status report in which Contractor claims was the result of State's failure or delay in discharging any State obligation, State shall review same and determine if such problem or circumstance was in fact the result of such failure or delay. If State agrees as to the cause of such problem or circumstance, then the parties shall extend any deadlines or due dates affected thereby and provide for any additional charges by Contractor. This is Contractor's sole remedy. If State does not agree as to the cause of such problem or circumstance, the parties shall each attempt to resolve the problem or circumstance in a manner satisfactory to both parties.

23. TRANSITION ASSISTANCE

If this Contract is not renewed at the end of this term, if the Contract is otherwise terminated before project completion, or

if particular work on a project is terminated for any reason, Contractor shall provide transition assistance for a reasonable, mutually agreed period of time after the expiration or termination of this Contract or particular work under this Contract. The purpose of this assistance is 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 State or its designees. The parties agree that such transition assistance is governed by the terms and conditions of this Contract, except for those terms or conditions that do not reasonably apply to such transition assistance. State shall pay Contractor for any resources utilized in performing such transition assistance at the most current Contract rates. If State terminates a project or this Contract for cause, then State may offset the cost of paying Contractor for the additional resources Contractor utilized in providing transition assistance with any damages State may have sustained as a result of Contractor's breach.

24. CHOICE OF LAW AND VENUE

Montana law governs this Contract. The parties agree that any litigation concerning this bid, proposal, or this Contract must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana, and each party shall pay its own costs and attorney fees, except as provided in **Section 8, Defense, Indemnification/Hold Harmless**.

25. TAX EXEMPTION

State of Montana is exempt from Federal Excise Taxes (#81-0302402) except as otherwise provided in the federal Patient Protection and Affordable Care Act [P.L. 111-148, 124 Stat. 119].

26. PERSONAL PROPERTY TAX

All personal property taxes will be paid by Contractor.

27. AUTHORITY

This Contract is issued under authority of Title 18, Montana Code Annotated, and the Administrative Rules of Montana, Title 2, chapter 5.

28. SEVERABILITY

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 and materially dependent.

29. SCOPE, ENTIRE AGREEMENT, AND AMENDMENT

29.1 Contract. This Contract consists of nine numbered pages, any Attachments as required, Solicitation # **LIB-RFP-2021-0029LS**, as amended, and Contractor's response, as amended. In the case of dispute or ambiguity arising between or among the documents, the order of precedence of document interpretation is the same.

29.2 Entire Agreement. These documents are the entire agreement of the parties. They supersede all prior agreements, representations, and understandings. Any amendment or modification must be in a written agreement signed by the parties.

30. WAIVER

State's waiver of any Contractor obligation or responsibility in a specific situation is not a waiver in a future similar situation or is not a waiver of any other Contractor obligation or responsibility.

31. EXECUTION

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

STATE OF MONTANA
Montana State Library
P.O. Box 201800
Helena, MT 59620

Hoffman York, Inc.
7 W. 6th Avenue
Helena, MT 59601
39-1496568

BY: Jennie Stapp State Librarian
(Name/Title)

BY: Troy Peterson CEO
(Name/Title)

DocuSigned by:
Jennie Stapp
6CFCAC4928784DB...
(Signature)

DocuSigned by:
Troy Peterson
AF1FEC1D5316479...
(Signature)

DATE: 8/18/2021

DATE: 8/16/2021

Approved as to Legal Content:

DocuSigned by:
Mike Manion 8/12/2021
8E2DE9861B4E4EF...
Legal Counsel (Date)

Approved as to Form:

DocuSigned by:
Lauren Spatzierath 8/13/2021
65CAA3B682344A2...
Procurement Officer (Date)
State Procurement Bureau



Montana State Library

Rebranding Project | LIB22-0029LS
ATTACHMENT A - Scope of Work

August 6, 2021

For review by John Kilgour, Grants Contracts Coordinator



HOFFMAN YORK

SITUATION:

The Montana State Library (MSL) seeks to develop and implement a rebranding strategy for the agency. As MSL provides a multitude of services not offered by traditional libraries, this new brand will allow the agency to fully represent its services and value to librarians, patrons and other user groups. As MSL's marketing and media partner, Hoffman York (HY) will support this initiative through research and discovery, brand development, campaign planning, creative development and execution, and the campaign's media buy, launch and duration.

ASSIGNMENT:

Hoffman York will conduct a methodical, process-driven rebrand for Montana State Library that includes the following phases and deliverables:

1. RESEARCH & DISCOVERY	
Evaluate MSL's current program areas, services offered, and key stakeholders in order to inform the rebranding process.	
Agency Onboarding	
In-person and online meetings with core members of the MSL team in order to learn more about Montana State Library and its current brand, as well as identify key stakeholders and decision makers that will be involved in the project.	Deliverables: <ul style="list-style-type: none"> • Project Implementation Plan, inclusive of stakeholder identification and detailed timeline
Internal and External Stakeholder Input	
HY CIX team will conduct 10-15 in-depth interviews with individuals/stakeholder groups as necessary; conduct secondary research; synthesize findings; and present audience insights, a best-in-class audit and SWOT analysis for MSL stakeholder/ decision maker input and approval.	Deliverables: <ul style="list-style-type: none"> • Audience insights, values and needs – <i>interview transcripts upon request</i> • Best-in-class audit • SWOT Analysis
Brand Strategy & Positioning	
HY CIX team will lead a half-day brand strategy and positioning workshop for MSL stakeholders/decision makers.	Deliverables: <ul style="list-style-type: none"> • Brand Strategy Canvas reflective of synthesized findings/recommendations



HOFFMAN YORK

2. BRAND DEVELOPMENT – PART ONE Development of a comprehensive brand for Montana State Library through the delivery of a validated name and logo.	
Value Proposition & Messaging	
HY CIX and Creative teams will recommend a brand messaging strategy based on the approved Brand Strategy Canvas for MSL stakeholder/decision maker input and approval.	Deliverables: <ul style="list-style-type: none"> External-facing mission, vision and value proposition Messaging map Includes two rounds of revision
Naming & Logo Exploration; Validation	
HY Creative team will conduct a naming (if applicable) and logo exploration based on the approved brand positioning, and present to MSL stakeholder/decision makers.	Deliverables: <ul style="list-style-type: none"> Naming and logo options Results from a preliminary trademark search. <i>Budget does not include in-depth trademark clearance as conducted by MSL or HY legal counsel; this may be estimated separately at MSL’s request.</i> Results and recommendation from validation research
HY CIX team will conduct validation research in the form of a focus group or survey in order to verify naming direction and effectiveness and present findings to MSL.	
HY Creative team will refine selected logo mark to ensure it meets brand needs.	
3. BRAND DEVELOPMENT – PART TWO Development of a comprehensive brand for Montana State Library through the delivery of branded communications materials.	
Visual Identity & Language System	
HY Creative team will develop brand and style guidelines inclusive of logo usage, fonts, color palette, graphics, tone, voice and style, as well as deliver a detailed message map for the brand.	Deliverables: <ul style="list-style-type: none"> Brand Guide: Logo suite, colors, fonts, images, graphics Style Guide: Tone, voice, personality, language Includes two rounds of MSL stakeholder revision to each guidelines document
Branded Communications Materials	
In conjunction with MSL, HY Creative team will select three core communications materials—	Deliverables:



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<p>such as letterhead, business card and presentation template—to develop and include within guidelines.</p>	<ul style="list-style-type: none"> • Layouts for three core communications materials. <i>Budget does not include design for specialized items such as exterior signage or website properties.</i>
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<p>4. CAMPAIGN PLANNING & CREATIVE Recommendation for a marketing plan to promote the new MSL brand internally and externally, including the creative development and execution of campaign assets.</p>	
<p>Internal Launch Planning</p>	
<p>HY team will recommend and present a plan to secure internal stakeholder adoption of the new brand and internal brand rollout. The plan will consist of strategies and tactics for engaging and educating staff and brand ambassadors.</p>	<p>Deliverables:</p> <ul style="list-style-type: none"> • Internal communications plan for building support and enthusiasm for the new brand among MSL staff and stakeholders
<p>Media Planning (External Launch Planning)</p>	
<p>HY Media team will develop and recommend media objectives, strategies and tactics to support an external launch of the brand, including, if necessary, a campaign to secure legislative approval.</p>	<p>Deliverables:</p> <ul style="list-style-type: none"> • External communications plan recommendation and presentation for MSL stakeholder and decision maker approval
<p>Brand Activation (Owned & Earned)</p>	
<p>As part of the Internal and External Launch Plan, the HY Content and Public Relations teams will recommend owned and earned strategies and tactics to support internal adoption and external awareness of the new brand.</p>	<p>Deliverables:</p> <ul style="list-style-type: none"> • Internal and External launch plan inclusive of owned and earned tactics
<p><i>NOTE: While broken out above, these three deliverables will be presented simultaneously in the form of a single comprehensive Internal and External Communications Plan. In-person meeting and discussion preferred.</i></p>	
<p>Creative Development</p>	
<p>Based on the approved Internal and External Communications Plans, HY Creative team will present conceptual designs for each tactic to MSL stakeholders and decision makers for</p>	<p>Deliverables:</p> <ul style="list-style-type: none"> • Concepts and initial layouts for internal and external communications materials



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feedback and approval. Includes one round of revision prior to execution.	
Creative Execution/Production	
Based on the approved conceptual designs, HY Creative and Production teams will execute internal launch and media-ready assets. Print pre-production and digital production will be conducted in-house.	Deliverables: <ul style="list-style-type: none"> • Fully produced (programmed, printed, edited) assets • Includes two rounds of revision

5. MEDIA BUY & CAMPAIGN LAUNCH

Activities to support the launch, duration and monitoring of the brand launch campaign, inclusive of brand maintenance tools.

Media Buying	
Media planning and purchasing activities including the negotiation of media placements per the approved plan. For the duration of the campaign, HY will monitor and optimize placements to ensure optimal performance.	Deliverables: <ul style="list-style-type: none"> • Media Authorizations issued for final MSL approval prior to purchase • Campaign performance report(s) (cadence to be determined based on final campaign duration) • Campaign wrap-up report
Campaign Launch/Duration Support	
HY will traffic assets to media partners as necessary throughout the campaign.	Deliverables: <ul style="list-style-type: none"> • Preview links for MSL approval prior to the launch of digital assets • Any additional communication regarding campaign assets or performance as necessary
Wrap-up & Delivery	
Upon completion of the brand launch campaign, HY will ensure that MSL is set up for long-term support and success of the new brand.	Deliverables: <ul style="list-style-type: none"> • Digital toolkit in the form of a landing page or microsite to house all critical brand elements for internal and stakeholder usage • Native art files



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Project Management

Given MSL's anticipated project timeline, project management will average 20 hours/month and includes:

- Overall management of the account: project estimates, timelines broken down by phase and deliverable, budgets, billing, etc.
- Meeting scheduling and agency resource allocation
- Attendance at key meetings and presentations; delivery of conference reports as necessary
- Ensure internal routing and review of deliverables prior to sharing with MSL
- Ensure deliverables meet all media specifications; traffic final assets to Media team
- Overall strategic stewardship of the brand and quality control of all deliverables

Out-of-Pocket Line Items

Individual SOWs for will be issued for MSL approval prior to any out-of-pocket expenditures. Out-of-pocket purchases anticipated for this project include:

- Name/Logo Validation Research: Covers cost for HY to utilize survey or research partners in order to confirm naming and logo direction
- Creative Production: out-of-pocket costs account for photography/graphics purchase and print production needs as necessary to support the development and rollout of the new brand
- Media Out-of-Pocket: our budget recommendation is based on our knowledge of the Montana market and anticipated types of tactics needed to support MSL's new brand launch. This budget may be adjusted, with MSL permission, based on the final approved media plan.

Out-of-Pocket Costs will be billed to Montana State Library for payment by the time the vendor is due the money, and as such, fall outside the schedule outlined below.

BUDGET AND BILLING SCHEDULE

Based on the Scope of Work outlined above, Hoffman York recommends a **budget of \$298,000** to cover agency fee and out-of-pocket costs for the Montana State Library Rebranding Project.



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The following Milestone Payment Schedule, inclusive of payment holdbacks, is recommended based on the phases outlined above. All budgets include project management:

Milestone Phase	Holdback Amount @ 15%	Payment Amount*
Research & Discovery	\$5,737.50	\$32,512.50
Brand Development – Part One	\$8,175.00	\$46,325.00
Brand Development – Part Two	\$4,612.5	\$26,137.50
Project Acceptance (To Date)	N/A	\$18,525.00
Campaign Planning & Creative	\$10,200.00	\$57,800.00
Media Buy & Campaign Launch	\$2,775.00	\$15,725.00
Project Acceptance (Completion)	N/A	\$12,975.00
PROJECT SUBTOTAL:		\$210,000.00

*to be invoiced at the conclusion of each phase

Out-of-Pocket: to be invoiced in accordance with vendor payment schedules	
Estimated Out-of-Pocket Costs	\$88,000

TIMING:

Hoffman York anticipates the following schedule for the MSL rebranding project. Upon completion of Research & Discovery, detailed project timelines will be developed for each phase and/or deliverable as necessary.

Research & Discovery	August 2021
Brand Development – Part One	September 2021 – December 2021
Brand Development – Part Two	January 2022 – February 2022
Campaign Planning & Creative	March 2022 – August 2022
Media Buy & Campaign Launch	TBD depending on need for name approval
Project Completion	No later than June 2023



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AUTHORIZATION

Each of the parties has agreed that this Hoffman York Proposal be executed on behalf of Montana State Library by its duly authorized representative per the signatures below.

Hoffman York

Montana State Library

Signature/Date

Signature/Date

Name/Title

Name/Title