



STATE OF ARKANSAS
DEPARTMENT OF TRANSFORMATION AND SHARED SERVICES
OFFICE OF STATE PROCUREMENT
 501 Woodlane St., Ste. 220
 Little Rock, Arkansas 72201-0123

REQUEST FOR PROPOSAL
RFP SOLICITATION DOCUMENT

SOLICITATION INFORMATION			
Solicitation Number:	SP-21-0055	Solicitation Issued:	February 9, 2021
Description:	Marketing Communications Plan		
Agency:	Department of Parks, Heritage and Tourism/Division of Arkansas Heritage (DAH)		

SUBMISSION DEADLINE			
Proposal Opening Date:	March 11, 2021	Proposal Opening Time:	2:00 p.m., Central Time
Deliver proposal submissions for this Request for Proposal to the Office of State Procurement on or before the submission deadline. Proposals received after the submission deadline may be rejected as untimely. See Section 1.2 for information regarding Live Proposal Openings.			

DELIVERY OF RESPONSE DOCUMENTS	
Delivery Address and RFP Opening Location:	<p>Office of State Procurement 501 Woodlane St., Ste. 220 Little Rock, Arkansas 72201-1023</p> <p>Delivery providers, USPS, UPS, and FedEx deliver mail to OSP's street address on a schedule determined by each individual provider. These providers will deliver to OSP based solely on the street address. Prospective Contractors assume all risk for timely, properly submitted deliveries.</p>
Proposal's Outer Packaging:	<p>Seal outer packaging and properly mark with the following information. If outer packaging of proposal submission is not properly marked, the package may be opened for proposal identification purposes.</p> <ul style="list-style-type: none"> Solicitation number Date and time of proposal opening Prospective Contractor's name and return address

OFFICE OF STATE PROCUREMENT CONTACT INFORMATION			
OSP Buyer:	Brandi Schroeder	Buyer's Direct Phone Number:	501-682-4169
Email Address:	Brandi.Schroeder@dfa.arkansas.gov	OSP's Main Number:	501-324-9316
OSP Website:	https://www.transform.ar.gov/procurement/		

SECTION 1 – GENERAL INFORMATION AND INSTRUCTIONS

- **Do not** provide responses to items in this section unless specifically and expressly required.

1.1 INTRODUCTION

This Request for Proposal (RFP) is issued by the Office of State Procurement (OSP) on behalf of the Arkansas Department of Parks, Heritage and Tourism/Division of Arkansas Heritage (DAH) to obtain pricing and a contract for its continuing Marketing Communications Plan, which includes advertising, marketing, public relations, website design and management, and online information and database management. OSP is the sole point of contact throughout this solicitation process.

1.2 LIVE PROPOSAL OPENING

Use the information below to view the proposal opening online.

Zoom Meeting Link: <https://arkansas-gov.zoom.us/j/86837684832?pwd=Z2ZrdDhqNkhnc2FBRVY3SEw1WjZmdz09>
 Meeting ID: 868 3768 4832
 Meeting Password: 336752
 Dial-In Information: 877 853 5257 US Toll-free
 888 475 4499 US Toll-free

1.3 TYPE OF CONTRACT

- As a result of this RFP, OSP intends to award a contract to a single Contractor.
- The anticipated starting date for any resulting contract is July 1, 2021, except that the actual contract start date may be adjusted unilaterally by the State for up to three (3) calendar months. By submitting a signed proposal in response to the RFP, the Prospective Contractor represents and warrants that it will honor its proposal as being held open as irrevocable for this period.
- The initial term of a resulting contract will be for one (1) year. Upon mutual agreement by the Contractor and agency, the contract may be renewed by OSP for up to six (6) additional one-year terms or portions thereof, not to exceed a total aggregate contract term of seven (7) consecutive years.

1.4 SOLICITATION SCHEDULE

For informational purposes, OSP is providing a Solicitation Schedule; however, dates listed and noted with an asterisk (*) are anticipated dates only and are subject to change at the discretion of the State.

TABLE A: TENTATIVE SOLICITATION SCHEDULE

Activity	Date
RFP Release to Prospective Contractors	February 9, 2021
Deadline for Prospective Contractor Questions	February 19, 2021 at 4:00 p.m., Central Time
Answers to Questions Posted to OSP website*	February 26, 2021
Proposal Due Date	March 11, 2021 at 2:00 p.m., Central Time
Oral Presentations/Demonstrations*	April 8, 2021
Post Anticipation to Award*	April 15, 2021
Award Contract*	July 1, 2021

1.5 CLARIFICATION OF RFP SOLICITATION

- Submit any questions requesting clarification of information contained in this *RFP Solicitation* in writing via email by the date and time listed in Section 1.4, Table A to the OSP buyer as shown on page one (1) of this *RFP Solicitation*.

1. Prospective Contractors **shall** submit questions using *Template O-1: Written Questions*.
 2. For each question submitted, Prospective Contractor should reference the specific solicitation item number to which the question refers.
 3. Prospective Contractors' written questions will be consolidated and responded to by the State as deemed appropriate. The State's consolidated written response is anticipated to be posted to the OSP website by the close of business on the date provided in Section 1.4, Table A. If Prospective Contractor questions are unclear or non-substantive in nature, the State may request clarification of a question(s) or decline to answer.
- B. The Prospective Contractor should notify the OSP buyer of any term, condition, etc., that precludes the Prospective Contractor from submitting a compliant, Responsive Proposal. Prospective Contractors should note that it is the responsibility of the Prospective Contractor to seek resolution of all such issues, including those relating to the terms and conditions of the contract, prior to the submission of a proposal.
- C. Prospective Contractors may contact the OSP buyer with non-substantive questions at any time prior to the proposal opening.
- D. An oral statement by OSP will not be part of any contract resulting from this solicitation and may not reasonably be relied on by any Prospective Contractor as an aid to interpretation unless it is reduced to writing and expressly adopted by OSP.

1.6 DEFINITION OF TERMS

- A. Unless otherwise defined herein, all terms defined in Arkansas Procurement Law and used herein have the same definitions herein as specified therein.
- B. "Proposal Submission Requirement" means a task a Prospective Contractor **shall** complete when submitting a proposal response. These requirements will be distinguished by using the term "**shall**" or "**must**" in the requirement.
- C. "Prospective Contractor" means a responsible offeror who submits a proposal in response to this solicitation.
- D. The terms "Request for Proposal," "RFP," "RFP Solicitation," and "Solicitation" are used synonymously in this document.
- E. "Requirement" means a specification that a Contractor's commodity and/or service **must** meet or exceed in the performance of its contractual duties under any contract awarded as a result of this RFP. These specifications will be distinguished by using the terms "**shall**" or "**must**" in the requirement.
- F. "Responsive Proposal" means a proposal submitted in response to this solicitation that conforms in all material respects to this RFP.
- G. "State" means the State of Arkansas. When the term "State" is used herein to reference any obligation of the State under a contract that results from this solicitation, that obligation is limited to the State Department using such a contract.

1.7 RESPONSE DOCUMENTS

- A. Do not send response documents via email or fax.
- B. Prospective Contractors **shall** utilize the *Technical Proposal Packet* to submit their responses.
1. Responses within the *Information for Evaluation* and *Exceptions* sections **must not** contain the Prospective Contractor's name or any other identifiers, including without limitation names of staff members, projects, products, and addresses.

- C. The following items are Proposal Submission Requirements and **must** be submitted as hardcopies in Prospective Contractor's response:
1. One (1) original hardcopy of the proposal response which includes:
 - a. Original signed *Proposal Signature Page*.
 - b. Technical Proposal response to the *Information for Evaluation* section included in the *Technical Proposal Packet*.
 - c. Response to the *Official Solicitation Price Sheet*. Pricing **must** be proposed in U.S. dollars and cents.
 - i. The *Official Solicitation Price Sheet* **must** be separately sealed from the *Technical Proposal Packet* and should be clearly marked as "Pricing." A Prospective Contractor **shall not** include any pricing in the hardcopies or electronic copies of their responses.
 - d. Proposed *Subcontractors Form*.
 - e. Proposed *Exceptions Form*.
- D. The following items should also be submitted in the Prospective Contractor's response:
1. Five (5) additional hardcopies of the Technical Proposal response to the *Information for Evaluation* section included in the *Technical Proposal Packet*, each marked "COPY."
 2. One (1) flash drive containing each of the following electronic files, preferably in PDF format, named accordingly:
 - a. Copy of the signed *Proposal Signature Page*.
 - b. Copy of the Technical Proposal response to the *Information for Evaluation* section included in the *Technical Proposal Packet*.
 - c. Proposed *Subcontractors Form*.
 - d. Proposed *Exceptions Form*.
 - e. Redacted copy the redacted original *Technical Proposal Packet*, if applicable, marked "Redacted."
 - f. Completed *EO 98-04: Contract and Grant Disclosure Form*.
 - g. Prospective Contractor's *Equal Opportunity Policy*.
 - h. *Voluntary Product Accessibility Template (VPAT)*, if applicable.
 - i. Signed addenda, if applicable
 3. One (1) flash drive containing an electronic copy of the *Official Solicitation Price Sheet*, sealed separately and clearly marked "Pricing."
- E. Proposal response **must** be in the English language.
- F. Do not include any other documents or ancillary information, such as a cover letter or promotional or marketing information.
- G. All additional hardcopies and electronic copies **must** be identical to the original hardcopy. In case of a discrepancy, the original hardcopy governs.
- H. If OSP requests additional copies of the proposal, the copies **must** be delivered within the timeframe specified in the request.

1.8 ADDITIONAL PRICING REQUIREMENTS

- A. Pricing proposals **must** include all fees associated with providing the services outlined in this RFP, including but not limited to travel expenses, media purchases, and marketing material.
- B. Prospective Contractors **shall** enter costs in all blue-shaded cells on the *Official Solicitation Price Sheet*.
- C. Table 1 contains pricing for key services expected to cover the bulk of the annual contract services.
 - a. Amounts entered in Table 1 will automatically multiply and be totaled in the Extended Estimated Cost Per Year boxes then calculated into the Grand Total Estimated Cost Per Year cell.
 - b. Estimated hours are provided for price comparison purposes only and should not be interpreted as the actual number of hours for the resulting contract. Pricing for any remaining services will be negotiated prior to contract award.
- D. Tables 2 and 3 of the *Official Solicitation Price Sheet* contain percentage-based commission items. Costs **must** be entered as percentages.
- E. Table 4 of the *Official Solicitation Price Sheet* contains optional services. Prospective Contractors **shall** enter all applicable rates for providing e-commerce processing as specified in RFP Section 2.12.
- F. Pricing for remaining services will be negotiated prior to contract award

1.9 ACCEPTANCE OF REQUIREMENTS

- A. Unless a Prospective Contractor expressly and conspicuously identifies any exception or exceptions to any of the Requirements in the Specifications Section(s) of this RFP by listing them on the *Exceptions Form* (see *Technical Proposal Packet*), Prospective Contractor understands its submission of a proposal to represent that its proposal meets all such Requirements.
- B. A Prospective Contractor's proposal may be rejected if a Prospective Contractor takes exception to any Requirements in the Specifications Section(s) of this RFP.

1.10 ADDITIONAL TERMS AND CONDITIONS

- A. Any special terms and conditions included in this solicitation **shall** override the *Solicitation Terms and Conditions* located on the OSP website here (Agencies – Forms and Reporting – Solicitation Templates): <https://www.transform.ar.gov/procurement/agencies/forms-and-reporting/>.
- B. Unless a Prospective Contractor expressly and conspicuously identifies any exception or exceptions to any of the terms in the standard *Services Contract (SRV-1) Fillable Form* by listing them on the *Exceptions Form* (See *Technical Proposal Packet*), Prospective Contractor agrees and **shall** adhere to all terms if selected as the successful Contractor. Items identified as non-negotiable may only be modified if the legal requirement is satisfied and approved by the State. The standard *Services Contract (SRV-1) Fillable Form* can be viewed on the OSP website here (Agencies – Services – Forms): <https://www.transform.ar.gov/procurement/agencies/services/>.

SECTION 2 – SPECIFICATIONS

- **Do not** provide responses to items in this section unless specifically and expressly required.

2.1 GOALS AND OBJECTIVES

The mission of the Division of Arkansas Heritage (DAH) is to preserve, promote, and protect Arkansas's natural, artistic, cultural, and historic resources through its eight (8) Agencies. Information about DAH and its Agencies can be found by visiting <https://www.arkansasheritage.com/>, the Division's primary URL.

Services under a resulting contract will include promoting DAH and DAH Agency programs and services; developing a comprehensive marketing plan to meet DAH goals; designing, hosting and maintaining website URLs for DAH and its Agencies; and providing social media consultation and design to reinforce DAH messages. Services under a resulting contract should provide increased visibility of DAH and its Agencies throughout the State, provide increased traffic to its website, and increase attendance of its various locations, programs, and events.

2.2 BUDGET

The anticipated budget for a resulting contract is \$850,000 per annual contract term. All services described herein and submitted within the Prospective Contractor's proposal **must** be covered within the budgeted amount. The estimated budget is provided for informational purposes only and may vary depending on State budgeting priorities and other factors.

2.3 DAH DIRECTOR'S OFFICE AND DAH AGENCIES

The DAH Director's Office coordinates and promotes agency efforts to make Arkansas heritage accessible to all through annual heritage and cultural events, such as the Arkansas Food Hall of Fame, and through educational resources and special publications.

The Arkansas Arts Council (AAC), www.arkansasarts.org, seeks to advance and empower the arts in Arkansas.

The Arkansas Historic Preservation Program (AHPP), www.arkansaspreservation.com, manages the State's historic and cultural resources and operates the Main Street Arkansas program.

The Arkansas Natural Heritage Commission (ANHC), www.naturalheritage.com, maintains a system of 75 natural areas, including a central repository on endangered species.

The Arkansas State Archives, archives.arkansas.gov, is the official keeper of historical records and archival collections for the State of Arkansas.

The Delta Cultural Center (DCC), www.deltaculturalcenter.com, located in downtown Helena-West Helena, chronicles the life and times of the people, traditions, music and art of Arkansas's Delta region.

The Historic Arkansas Museum (HAM), www.historicarkansas.org, accredited by the American Association of Museums, is the State's foremost interpreter of frontier Arkansas, chronicling the social, political and creative history of the state through the 19th century.

The Mosaic Templars Cultural Center (MTCC), www.mosaictemplarscenter.com, promotes the story of Arkansas's African Americans from 1870 to the present.

The Old State House Museum (OSHM), www.oldstatehouse.com, located in the oldest standing capitol west of the Mississippi, is today a multi-media museum of Arkansas history accredited by the American Association of Museums, with a special emphasis on political history, women's history, and historical programming for school children.

2.4 PROSPECTIVE CONTRACTOR MINIMUM QUALIFICATIONS

- A. Prospective Contractors **shall** be a full-service advertising, marketing, and public relations firm physically located in the United States.

- B. Prospective Contractors **shall** have experience in successfully developing advertising and marketing plans; developing, hosting and maintaining websites; and providing public information/education/awareness-oriented campaigns and social norming methods on projects of a similar size and scope to those specified in this RFP.
- C. Prospective Contractors **shall** have experience in multi-channel marketing, advertising, strategic planning, creative conceiving, copywriting, media planning and buying, social and digital media, website design, hosting and maintenance, and public relations with similar large-scale project development and implementation.

2.5 GENERAL REQUIREMENTS

- A. The Contractor **shall** provide all services customarily performed by a full-service marketing and advertising agency, necessary for the creation, preparation, and placement of advertisements, website design, web hosting, e-commerce, website maintenance, and other promotional and image building activities in accordance with the Requirements specified herein and direction provided by designated DAH staff.
- B. The Contractor **shall** design, develop, coordinate, and manage earned and paid media campaigns, websites and social media platforms, traditional publications, and promotional materials in collaboration with, and on behalf of, DAH and its Agencies, including but not limited to outdoor media campaigns; television and radio advertisements; and printed brochures, posters, flyers, souvenir programs, and daily guides.
- C. The Contractor **shall** provide video and audio scripting and production, branding consultation, logo development, public relations, public information, and public education services.
- D. The Contractor **shall** provide media services, outreach services, sponsorship services, sales promotion services, and public relations services.
- E. The Contractor **shall** determine maximize exposure to target audiences and maximize the value of media purchased under the allocated budget (added value).
- F. The Contractor **shall** identify and implement efficiencies and integration of DAH messages with new partnerships.
- G. The Contractor **shall** encourage the sharing of best practices and lessons learned among different state and local agencies.
- H. The Contractor **shall** meet all mutually agreed upon and specified marketing plan, campaign, and project deadlines and **shall** keep within established budget guidelines.
- I. The Contractor **shall** use images and messages that are commensurate with the dignity of the State of Arkansas.
- J. The Contractor **shall** use motivating marketing and advertising messages that clearly distinguish and immediately identify DAH Agencies from other similar venues/sites and clearly communicate that DAH Agencies are good value, educational, and family friendly establishments.
- K. The Contractor **shall** prepare advertisements, presentation materials and collateral materials to include, but not be limited to, copy and layouts, type composition, collateral, engravings, finished artwork, photographs, photostats, mats, art assemblies, paste-ups, model fees, endorsements, testimonials, talent, story boards, scripts, music rights, filming, recording, video dubbing, editing, slide and video production, equipment rentals, scenery, properties, costumes, display materials, sales promotion, merchandising materials, brochures, copy writing, graphs, design, power point, electronic design, etc. as required to meet all contract Requirements.
 - 1. The Contractor will have access to DAH's pool of digital and traditional photographs, slides, and B-roll for use in marketing materials.

2. Creative and/or production work for marketing materials and/or the copy or creative concepts for marketing materials may occasionally be provided by DAH.
- L. The Contractor **shall** cooperate and coordinate services with DAH and its designees, including other contractors and entities representing DAH, to present a coordinated message.
- M. The Contractor **shall** assign qualified professionals to the DAH account who have suitable education and experience to meet DAH's advertising goals.
- N. The Contractor **shall** provide sufficient resources to work within the time constraints established by mutually agreed upon deadlines while maintaining desired performance levels.

2.6 MARKETING PLAN REQUIREMENTS

- A. Within timeframes specified by DAH, the Contractor **shall** attend a contract kick-off meeting to make introductions and discuss Marketing Plan, campaign, and project schedules.
- B. The Contractor **shall** develop and implement a comprehensive, research-based, strategic Marketing Plan for each year during a resulting contract.
- C. The Contractor **shall** submit Marketing Plan components to DAH staff and/or advisory board or designees for approval as specified by DAH.
- D. The Contractor **shall** give DAH complete and total approval authority of the Marketing Plan, Campaign Plans, budgets, and all parts contained within, and **shall** revise those components as requested by DAH.
- E. At minimum, the Marketing Plan **must** include long-term and annual goals, objectives, and strategies for effectively articulating and promoting the importance of preserving and conserving the State's natural, historic, and artistic heritage, including but not limited to campaigns, projects, advertising, special events marketing, media placement, internet marketing, e-commerce, promotions, direct marketing, fulfillment services, and targeted plans for each Agency's sponsored annual events and programs.

2.7 CAMPAIGN REQUIREMENTS

- A. The Contractor **shall** develop and implement a Campaign Plan for each marketing initiative and campaign approved by DAH.
- B. The Contractor **shall** submit Campaign Plan components to DAH staff and/or advisory board or designees for approval as specified by DAH.
- C. The Campaign Plan **must** include campaign proposals, a detailed cost management plan, a quality management plan, a staffing management plan, communications management plan, and a risk management plan.
 1. The cost management plan **must** provide a month-by-month cash outlay projection for all expenditures under the resulting contract for all aspects of the campaign including productions, personnel, reimbursable expenses, etc. The Contractor **shall not** exceed the total budget specified by DAH.
- D. The Contractor **shall** determine and recommend best strategies for reaching target audiences in order to achieve the greatest overall impact for promoting and communicating the mission and messages of DAH and its Agencies and for the most economical use of budgetary funds.
- E. The Contractor **shall** identify effective earned media opportunities and activities to deliver campaign messages and **shall** provide measurable evaluation methods for campaign outcomes.
- F. The Contractor **shall** provide a written assessment at the conclusion of each campaign that includes the campaign's impact and a detailed post-buy analysis.

2.8 MEDIA PLANNING AND BUYING

- A. The Contractor **shall** create, test, produce, place, and manage all media and educational advertisements using a combination of social media, electronic, print, grassroots, and public service campaigns within timelines approved by DAH.
1. Campaigns **must** include media placement, purchase, production, pre-testing, and evaluation of the placed media.
- B. The Contractor **shall** place advertising through a combination of both paid placement ads and public service announcements of equal value, maximizing the exposure to target audiences and the value of media purchased under the allocated budget.
- C. The Contractor **shall** provide optimal media coverage to ensure the budget is maximized and in accordance with a schedule approved by DAH using approved media.
1. Media purchases should be negotiated for a minimum of a one-for-one bonus.
- D. The Contractor **shall** submit television, radio, and print media buy plan summary to DAH for approval at least two (2) weeks prior to scheduled release of the ads.
1. Changes to the media buy plan summary **must** be approved by DAH in writing prior to implementing the changes.
- E. The Contractor **shall** develop, coordinate and execute all earned media activities including public service announcements, feature stories, special news releases, and special events.
- F. The Contractor **shall** submit creative concepts, creative justification, target audience definitions, media recommendations, and consistent image concepts to DAH for approval.
- G. Prior to developing and submitting any creative concepts to DAH, the Contractor **shall** attend a creative (brainstorming) meeting with DAH and its designees to discuss concepts.
- H. Prior to final development, the Contractor **shall** submit all creative concepts to DAH for approval in the form of rough layouts with typewritten copy or by electronic medium.
- I. After rough layout, design, and copy is approved by DAH, the Contractor **shall** prepare comprehensive layouts.
1. The Contractor **shall not** complete a project and **shall not** produce a project until receiving final written approval of copy and concepts from DAH.
- J. Should DAH request revisions of a project at any phase in its creative development, the Contractor **shall** complete the revisions as specified.
1. Should DAH request revisions to an approved project that has been printed or produced, DAH will assume financial responsibility for actual costs incurred to reprint or reproduce.
- K. After authorization by DAH, the Contractor **shall** order space, time, and/or other advertising means and **shall** endeavor to secure the most advantageous rates available.
- L. The Contractor **shall** meet with media representatives on behalf of DAH and **shall** have, if and when requested by DAH, a written evaluation of each proposal submitted by media representatives.
- M. In ordering space, time, and/or other advertising means, the Contractor **shall not** be acting as an agent of the State and **shall not** represent itself to be acting as an agent of the State.
1. The Contractor **shall** inform each media representative supplying space, time, or other advertising means that the Contractor is not acting as an agent for the State and that the Contractor **shall** be solely liable for payment to the media representative.

- N. The Contractor **shall** properly incorporate approved messages in mechanical or other necessary format; include instructions for fulfillment; and check and verify instructions, displays, broadcasts, or other media to be utilized for each advertising order to such a degree as normally performed by marketing agencies and as regarded as good practice.
- O. The Contractor **shall** ensure final advertisements and direct mail pieces are free from typographical errors and omissions.
- P. The Contractor **shall** audit and verify accuracy of all invoices for space, time preparation, and promotional services that are submitted by the media or broadcasters.
- Q. The Contractor **shall** regularly evaluate media use and placement to ensure maximum effectiveness.

2.9 ACCOUNT MANAGEMENT

- A. By the kick-off meeting, the Contractor **shall** assign at least one (1) designated account manager to supervise day-to-day management of the DAH account.
 - 1. The account manager **shall** respond to DAH requests within twenty-four (24) hours of the request and in the manner the request was made.
- B. The account manager(s) **shall** attend (and facilitate, when requested by DAH) in person, video, and phone conference meetings as determined by DAH, including:
 - 1. Weekly status meetings
 - 2. Monthly review meetings
 - 3. Strategy meetings (approximately six times per year) with DAH program staff, contractors, and outside partner organizations
 - 4. Quarterly in-person meetings
 - 5. Planning meetings surrounding Arkansas Food Hall of Fame (September through March)
 - 6. Other meetings as requested by DAH
- C. At minimum, the account manager(s) **shall** perform the following functions:
 - 1. Manage, oversee, and coordinate resolutions to account issues
 - 2. Manage and track project performance from initiation to closure
 - 3. Identify and implement efficiencies and integration of DAH messages with new media partnerships and other relevant related community organizations/museums type service providers
 - 4. Coordinate logistics for Contractor's on-site activities
- D. In the event of the account manager's vacation, illness, or other absence, the Contractor **shall** appoint a designee to serve in the account manager's temporary absence in such a way that does not disrupt the daily operations of the DAH account.
- E. Upon request by DAH, the Contractor **shall** replace the account manager and/or other personnel assigned to the State's account.
 - 1. The Contractor **shall** provide DAH with a replacement having equal or greater qualifications and expertise than the personnel being replaced, with DAH having final approval of the replacement.
 - 2. The Contractor **shall** provide the replacement in such a way that does not disrupt the daily operations of the DAH account.

2.10 WEBSITE DESIGN, HOSTING, AND MAINTENANCE

- A. The Contractor **shall** design, host, publish, and maintain one main website for DAH and its Agencies (www.arkansasheritage.com) and separate URLs for each Agency (Ex. www.oldstatehouse.com, which will redirect to pages on the main site) on the existing Progress Sitefinity platform as directed by DAH.
 - 1. The Contractor **shall** ensure monthly website availability uptime of 99.9% or better.
 - 2. Downtime caused by routine server or connectivity maintenance; coding, including but not limited to publishing new, approved code to the server; third-party plugins; actions of third parties, such as DAH staff and/or individuals authorized to access the websites; and/or acts of God will not be considered in downtime calculation.
- B. The Contractor **shall** design and add DAH graphics and text to all appropriate webpages as directed by DAH.
- C. The Contractor **shall** provide all proposed design changes and updates on a proof site for DAH's viewing and approval prior to posting changes live.
 - 1. DAH will provide all informational updates in electronic file formats.
 - 2. The Contractor **shall** receive approval from DAH prior to posting changes live.
- D. The Contractor **shall** allow DAH access to publish informational updates to the websites at DAH discretion.
- E. The Contractor **shall** monitor performance metrics for each website.

2.11 WEBSITE SECURITY AND DISASTER PLANNING

- A. The Contractor **shall** implement, maintain, and support security for the websites that **must** support the integrity and privacy of all information provided by website visitors, including without limitation personally identifiable information and financial information.
- B. The Contractor **shall** implement and maintain disaster recovery and contingency planning, equipment, software, and telecommunications connections to provide services on and from backup servers within twenty-four (24) hours of any disruption of services.
- C. The Contractor **shall** house and maintain files on a server dedicated to DAH website traffic.
- D. The Contractor **shall** operate and maintain the servers in good working order with access restricted to the Contractor's qualified employees and to individuals specifically designated by DAH.
- E. The Contractor **shall** undertake and perform the measures described herein to ensure the security, confidentiality, and integrity of all State of Arkansas content and other proprietary information transmitted through or stored on the server, including, without limitation firewall protection; maintenance of independent archival and backup copies of the web application and all DAH content; and protection from network attacks and other malicious, harmful, or disabling data, work, code, or program.
- F. The Contractor **shall** perform all routine website maintenance at times of lowest usage, preferably between the hours of 12 a.m. and 5 a.m., Central Time.
- G. When a website is unavailable and the website server is still functioning, the website **must** immediately (within 15 minutes of onset of downtime) display a message pre-approved by DAH to visitors regarding temporary unavailability.

2.12 OPTIONAL E-COMMERCE PROCESSING

- A. At the request of DAH, the Contractor **shall** provide secure electronic commerce (e-commerce) services to websites as specified by DAH.

1. E-commerce websites **must** provide payment processing for merchandise and/or DAH services at the time of service using credit card or debit card.
- B. The Contractor **shall** post a customer user guide to each e-commerce website describing how customers can access and receive merchandise/services, payment options and other information pertinent to the sale of goods/services.
- C. The Contractor **shall** monitor and report transaction volume for each e-commerce website.
- D. The Contractor **shall** be responsible for collecting, depositing and accounting for all money from customers for the sale transactions made through the websites.
- E. Until remitted to the specified unique account or trust, the Contractor **shall** be responsible for full risk of loss for funds received as payments on behalf of DAH.

2.13 REPORTING

- A. Within timeframes determined by DAH after contract award, the Contractor **shall** propose report formats, submission deadlines, and submission methods for each plan and report identified throughout the RFP.
- B. The Contractor **shall** submit annual programmatic and financial reports that include a summary of hourly rates and markup rates for third party costs.
- C. The Contractor **shall** submit the following monthly reports:
 1. Campaign progress reports that **must** include the following:
 - a. Tasks completed compared to scheduled tasks from the approved marketing campaign and the completion dates of such tasks
 - b. Tasks and projected completion date(s) remaining to be completed pursuant to the provisions of the approved marketing campaign
 2. Meeting summary reports that **must** include a summary or minutes from each meeting and a list of the Contractor's responsibilities as designated by DAH in each meeting.
 3. Expenditure reports detailing the status of the budget that **must** include expenditures from the reporting month, expenditures to date by project, and the remaining budget balance, wherein each expenditure **must** cross-reference a specific budget item included in the approved marketing campaign
 4. Project estimate change reports wherein the Contractor **shall** provide revised estimates to DAH for any time the actual or estimated costs of an activity change by more than ten percent (10%) from the estimated amount approved by DAH as well as justification for such increases. The Contractor **shall not** proceed with execution of the activity prior to receiving DAH approval of the new estimates.
 5. Website performance report.
- D. The Contractor **shall** submit bi-monthly project status reports for the previous two-week reporting period that **must** include:
 1. Actual activities performed as compared to scheduled activities.
 2. Project risks, action plans, risk and mitigation status, and impact to project.
 3. Deliverables and milestones as compared to those scheduled.
 4. Scheduled activities, deliveries, and milestone planned for the next two-week reporting period;
 5. Additional project notes and comments.

- E. The Contractor **shall** submit weekly website transaction reports summarizing transactions completed during the reporting week that **must** include the report date range, all financial transactions by commission amount and transaction types, transaction refunds, and transaction adjustments.
- F. The Contractor **shall** provide media documentation to DAH that **must** include copies of all insertion orders, change orders, and purchase orders with media/broadcast suppliers, as well as tear sheets, publishers' affidavit of publication or broadcast, and/or electronic equivalent noted with the date of publication.
- G. As specified by DAH, the Contractor **shall** subcontract with an outside professional research organization approved by DAH to conduct research for selected special events and **shall** provide written summary evaluations to DAH at the conclusion of the research.

2.14 INVOICING

- A. Services provided by media personnel not directly related to planning and placing media are considered invoiceable services. For example, if the Contractor develops a media plan but DAH elects not to proceed with media buys, the Contractor may invoice personnel time involved in the planning.
- B. All personnel time invoiced to DAH **must** be invoiced at no more than the applicable per hour cost for such personnel stated on the *Official Solicitation Price Sheet*.
- C. Upon receipt of an itemized invoice and verification of services provided by the Contractor's personnel, DAH will pay the per hour cost for such personnel stated on the *Official Solicitation Price Sheet*.
- D. The Contractor **shall not** invoice support or supervisory service hours; therefore, the Contractor is advised to build anticipated amounts necessary for such indirect services into the rates listed on the *Official Solicitation Price Sheet*.
- E. The Contractor **shall** be responsible for the hourly per hour cost for personnel while traveling unless such costs have been approved in advance in writing by DAH as part of an advertising campaign.
 - 1. For example, the Contractor **shall not** invoice the time personnel spends traveling from official domicile to Little Rock, Arkansas or other State agency meeting location.
 - 2. However, DAH may approve hourly per hour cost for the time personnel spends traveling to research customer feedback on a museum event as part of a campaign as approved by DAH.
- F. The Contractor **shall** invoice DAH for media space, time, or other such advertising means only after the advertising has been aired, published, or otherwise completed.
- G. The Contractor **shall** remit daily commission payment to DAH for DAH's portion of sales transaction fees collected by the Contractor through the e-commerce portion of all of the DAH's websites hosted and maintained by the Contractor, and all other fees owed to DAH, if any, as specified by DAH after contract award.

2.15 PROPERTY RIGHTS AND TRANSITION SERVICES

- A. Upon expiration or termination of this contract, the Contractor **shall** transfer property rights of all data and deliverables (intellectual and tangible) to DAH and **shall not** hold ownership or an intellectual property claim to any data or deliverable associated with the DAH account including but not limited to patents; trademarks; logos; television, radio, and outdoor advertising and marketing products; printed advertising and marketing products; media schedules; digital products including websites and social media; third party data, analytics, and/or records.
- B. Upon expiration or termination of this contract, or as otherwise requested by DAH the Contractor **shall** transfer all data, deliverables, and products the Contractor has created, developed, produced,

or managed while performing the services outlined in this contract to the DAH within sixty (60) calendar days of receipt of the request and **shall not** charge a fee to DAH for this service.

1. The Contractor **shall** remove data from websites as specified by DAH.

- C. The Contractor **shall not** utilize any portion of the projects created, developed, produced, or managed including all deliverables and creative concepts without the prior, written consent of the Director of the DAH.
- D. If the Contractor is one other than the current service provider, upon execution of a resultant contract with the DAH, the Contractor **shall** initiate and coordinate the transition of services from the current provider.
- E. Should a subsequent contract for advertising and marketing services be awarded to a provider other than the Contractor, the Contractor **shall**, to the greatest extent possible and reasonable, cooperate with DAH in initiating a smooth and orderly transition to the next provider.
- F. The Contractor **shall** be responsible for obtaining copyrights and for registering all logos, website domains (if necessary), commercials, print materials, etc. in the name of the State of Arkansas as instructed and approved by DAH. If approved by DAH as part of the marketing campaign budget, the Contractor shall be reimbursed the actual cost paid for obtaining any copyright and registration fee for a logo.

2.16 PERFORMANCE STANDARDS

- A. Performance Standards identify expected deliverables, performance measures, or outcomes; and defines the acceptable standards (see Table B).
- B. State law requires that qualifying contracts for services include Performance Standards for measuring the overall quality of services provided that a Contractor **shall** meet in order to avoid assessment of damages.
- C. The State may be open to negotiations of Performance Standards prior to contract award, prior to the commencement of services, or at times throughout the contract duration.
- D. All changes made to the Performance Standards will become an official part of the contract.
- E. Performance Standards will continue throughout the aggregate term of the contract.
- F. Failure to meet the minimum Performance Standards as specified will result in the assessment of damages.
- G. In the event a Performance Standard is not met, the Contractor will have the opportunity to defend or respond to the insufficiency. The State has the right to waive damages if it determines there were extenuating factors beyond the control of the Contractor that hindered the performance of services. In these instances, the State has final determination of the performance acceptability.
- H. Should any compensation be owed to the State agency due to the assessment of damages, Contractor **shall** follow the direction of the State agency regarding the required compensation process.

TABLE B: PERFORMANCE STANDARDS

Criteria	Performance Standard	Damages
Dedicated account management	Account manager responds within the timeframes specified in the RFP	\$50 per day for each day the assigned dedicated staff member fails to respond to DAH.
Website availability	Website uptime percentage meets requirements as specified in the RFP	25% of monthly hosting fee credited to monthly invoice for more than 0.1% downtime up to four (4) hours downtime per month 100% of monthly hosting fee credited to monthly invoice for more than four (4) hours downtime per month
Media Planning & Buying	Media buys are conducted within the timelines approved by DAH	\$500 per occurrence whereby the Contractor fails to conduct media buys within the timelines approved by DAH
Creative Development Timeline	Creative is developed within the timelines approved by DAH	\$500 per occurrence whereby the Contractor fails to develop creative within timelines approved by DAH Additional \$500 for every additional twenty-four (24) hour period beyond the approved timelines

SECTION 3 – SELECTION

- **Do not** provide responses to items in this section.

3.1 TECHNICAL PROPOSAL SCORE

- A. OSP will review each *Technical Proposal Packet* to verify submission Requirements have been met. *Technical Proposals Packets* that do not meet submission Requirements will be rejected and will not be evaluated.
- B. An agency-appointed Evaluation Committee will evaluate and score qualifying Technical Proposals. Evaluation will be based on Prospective Contractor's response to the *Information for Evaluation* section included in the *Technical Proposal Packet*.
1. Members of the Evaluation Committee (hereinafter referred to as "Evaluators") will individually review and evaluate proposals and complete an Individual Score Worksheet for each proposal. Individual scoring for each Evaluation Criteria will be based on the following Scoring Description.

Quality Rating	Quality of Response	Description	Confidence in Proposed Approach
5	Excellent	When considered in relation to the RFP evaluation factor, the proposal squarely meets the requirement and exhibits outstanding knowledge, creativity, ability or other exceptional characteristics. Extremely good.	Very High
4	Good	When considered in the relation to the RFP evaluation factor, the proposal squarely meets the requirement and is better than merely acceptable.	High
3	Acceptable	When considered in relation to the RFP evaluation factor, the proposal is of acceptable quality.	Moderate
2	Marginal	When considered in relation to the RFP evaluation factor, the proposal's acceptability is doubtful.	Low
1	Poor	When considered in relation to the RFP evaluation factor, the proposal is inferior.	Very Low
0	Unacceptable	When considered in relation to the RFP evaluation factor, the proposal clearly does not meet the requirement. Either nothing in the proposal is responsive in relation to the evaluation factor or the proposal affirmatively shows that it is unacceptable in relation to the evaluation factor.	No Confidence

2. After initial individual evaluations are complete, Evaluators will meet to discuss their individual ratings. At this consensus meeting, each Evaluators will be afforded an opportunity to discuss his or her rating for each evaluation criteria.
3. After Evaluators have had an opportunity to discuss their individual scores with the committee, Evaluators will be given the opportunity to change their initial individual scores, if they feel that is appropriate.

4. The final individual scores of the Evaluators will be recorded on the Consensus Score Sheets and averaged to determine the group or consensus score for each proposal.
5. Other agencies, consultants, and experts may also examine documents at the discretion of the Agency.

C. The *Information for Evaluation* section has been divided into subsections.

1. In each subsection, items/questions have each been assigned a maximum point value of five (5) points. The total point value for each subsection is reflected in the table below as the Maximum Raw Score Possible.
2. The agency has assigned Weighted Percentages to each subsection according to its significance.

Information for Evaluation Subsections	Maximum Raw Points Possible	Subsection's Weighted Percentage	* Maximum Weighted Score Possible
E.1 Qualifications and Experience	35	35	245
E.2 Arkansas Markets	20	25	175
E.3 Performance and Risks	20	20	140
E.4 Overall Approach	25	20	140
Total Technical Score		100%	700

*Subsection's Percentage Weight x Total Weighted Score = Maximum Weighted Score Possible for the subsection.

D. The proposal's weighted score for each subsection will be determined using the following formula:

$$(A/B)*C = D$$

A = Actual Raw Points received for subsection in evaluation
 B = Maximum Raw Points possible for subsection
 C = Maximum Weighted Score possible for subsection
 D = Weighted Score received for subsection

- E. The proposal's weighted scores for subsections will be added to determine the Total Technical Score for the Proposal.
- F. Prospective Contractors with the top three (3) technical proposals scores will move forward in the solicitation process. The pricing for proposals that do not move forward will not be scored.

3.2 ORAL PRESENTATION SCORE

- A. Oral presentations may be required at the discretion of DAH. The Prospective Contractors with the top three (3) technical proposal scores after the completion of the technical proposal evaluation may be contacted to schedule an oral presentation and, if requested, **shall** deliver a presentation virtually as specified upon notification.
- B. The buyer will create a second set of score sheets by copying the Excel workbook (including the scores entered) and titling each of the score sheets in that workbook as the "Post-Demonstration" score sheets.
- C. After each oral presentation is complete, Evaluators will have the opportunity to discuss the oral presentation and revise their individual scores on the Post-Presentation Consensus Score Sheet based on the information provided during the oral presentation.
- D. The final individual scores of the Evaluators on the Post-Presentation Consensus Score Sheets will be averaged to determine the final Technical score for each proposal.

3.3 COST SCORE

- A. When pricing is opened for scoring, the maximum amount of cost points will be given to the proposal with the lowest Grand Total Estimated Cost Per Year (Table 1), the lowest Media Placement Percentage (Table 2), and the lowest Production Commission Cost Percentage (Table 3) as shown in on the *Official Solicitation Price Sheet*. (See *Grand Total Score* for maximum points possible for cost score.)
- B. The amount of cost points given to the remaining proposals will be allocated by using the following formula:

$$(A/B)*C = D$$

A = Lowest Total Cost or Cost Percentage
 B = Second (third, fourth, etc.) Lowest Total Cost or Cost Percentage
 C = Maximum Points for Lowest Total Cost or Cost Percentage
 D = Total Cost Points Received

3.4 GRAND TOTAL SCORE

The Technical Score and Cost Score will be added together to determine the Grand Total Score for the proposal. The Prospective Contractor's proposal with the highest Grand Total Score will be selected as the apparent successful Contractor. The State may move forward to discussions with those responsible Prospective Contractors determined, based on the ranking of the proposals, to be reasonably susceptible of being selected for award.

	Maximum Points Possible
Technical Proposal	700
Cost Table 1	100
Cost Table 2	100
Cost Table 3	100
Maximum Possible Grand Total Score	1,000

3.5 DISCUSSIONS

- A. Prospective Contractors **shall** provide all requested information and attend all requested meetings within timeframes specified by the State.
- B. Discussions will be conducted virtually, and meeting times will be determined by the State.
- C. Final negotiated items will be memorialized in the *Standard Services Contract*.

3.6 PROSPECTIVE CONTRACTOR ACCEPTANCE OF EVALUATION TECHNIQUE

The submission of a *Technical Proposal Packet* signifies the Prospective Contractor's understanding and agreement that some subjective value judgments will be made during the evaluation and scoring of the Technical Proposals.