



STATE OF ARKANSAS
DEPARTMENT OF PARKS, HERITAGE AND TOURISM
PROCUREMENT DIVISION
One Capitol Mall, Suite 4A-900
Little Rock, Arkansas 72201

REQUEST FOR PROPOSAL
SOLICITATION DOCUMENT

SOLICITATION INFORMATION			
RFP Number:	ADPHT-23-001	RFP Issued:	January 25, 2023
Description:	Marketing and Advertising		
Department:	Keep Arkansas Beautiful, Division of Arkansas Department of Parks, Heritage and Tourism		

SUBMISSION DEADLINE AND DELIVERY OF RESPONSE DOCUMENTS			
Proposal Opening Date:	March 1, 2023	Proposal Opening Time:	2:00 PM, Central Time
Proposal submissions for this Request for Proposal must be submitted to adpht.procurement@arkansas.gov designating the RFP number and "Response" in the subject line of the email. A public opening will be conducted through Teams. The link can be found in section 1.2 of this RFP.			

ADPHT CONTACT INFORMATION			
ADPHT Buyer:	Cara Bono	Buyer's Phone Number:	501-682-6910
Email Address:	Cara.bono@arkansas.gov	ADPHT's Main Number:	501-682-7777
Bid Posting Website:	https://www.arkansas.gov/tss/procurement/bids/index.php Note: The RFP is listed under Current Solicitations – Other Procurement Units.		

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 Arkansas Department of Parks, Heritage and Tourism (ADPHT or the Department), for the Division of Keep Arkansas Beautiful Commission (KAB) to obtain pricing and a contract for marketing and advertising.
- The contract will be made to the most responsive and responsible Prospective Contractor proposal submitted to ADPHT. The buyer listed on page one (1) of this RFP is the sole point of contact throughout the solicitation process. Direct all questions, comments, or concerns you may have regarding the solicitation to the buyer.

1.2 LIVE PROPOSAL OPENING

Use the information below to view the proposal opening online.

Teams Meeting Link: [Click here to join the meeting](#)

Meeting ID: 250 691 393 804

Meeting Password: qJby2P

Dial-In Information: 501-244-3310

Phone Conference ID: 191 419 759#

1.3 TYPE OF CONTRACT

- As a result of this RFP, the Department intends to award a single contract for marketing and advertising services on an all or none basis.
- The anticipated starting date for any resulting contract is July 1, 2023, however that the actual contract start date may be adjusted unilaterally by the State for up to three calendar months. By submitting a signed proposal in response to the RFP, the Prospective Contractor represents and warrants that it will honor the 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 the Department 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, which will be June 30, 2030.

1.4 SOLICITATION SCHEDULE

For informational purposes, ADPHT 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. All times listed are Central Time.

TABLE A: TENTATIVE SOLICITATION SCHEDULE

ACTIVITY	DATE
RFP Release to Prospective Contractors	January 25, 2023
Deadline for Prospective Contractor Questions	February 1, 2023, 2:00 p.m.
Answers to Questions Posted to OSP website listed under Current Solicitations – Other Procurement Units*	February 7, 2023
Proposal Due Date	March 1, 2023, 2:00 p.m.
Oral Presentations/Demonstrations*	March 28-30, 2023
Post Anticipation to Award*	April 14-28, 2023

Award Contract*	May 24, 2023
Implementation	June 1, 2023 – June 30, 2023
Official Contract Start Date	July 1, 2023

1.5 CLARIFICATION OF RFP SOLICITATION

- A. Submit any questions requesting clarification of information contained in this RFP to adpht.procurement@arkansas.gov by the date and time listed in Section 1.4, Table A above. The subject line **must** include in the RFP number and “Questions.”
1. For each question submitted, Prospective Contractor should reference the specific Solicitation Item Number to which the question refers.
 2. The Prospective Contractors’ written questions will be consolidated and responded to by the Department as deemed appropriate. The Department’s consolidated written response is anticipated to be posted to the OSP website listed under Current Solicitation – Other Procurement Units by the close of business on the date provided in Section 1.4, Table A. If the Prospective Contractor’s 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 Department buyer of any terms, conditions, 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 Department buyer with non-substantive questions at any time prior to the proposal opening.
- D. An oral statement by the Department 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 the Department.

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. “Contractor” means a legally qualified corporation, partnership, or other entity submitting a proposal pursuant to this RFP that will be performing as the Contractor under any resultant contract.
- C. “Department” means the Arkansas Department of Parks, Heritage and Tourism.
- D. “Fiscal Year (FY)” means the Fiscal Year for the State of Arkansas. The State of Arkansas Fiscal Year is currently defined as July 1 through June 30.
- E. “KAB” means Keep Arkansas Beautiful, a Division of the Arkansas Department of Parks, Heritage and Tourism.
- F. “Prospective Contractor” means a responsible offeror who submits a proposal in response to this solicitation.
- G. “Proposal Submission Requirement” means a task a Prospective Contractor **shall** complete when submitting a proposal response.

- H. The terms “Request for Proposal”, “RFP,” “RFP Solicitation,” and “Solicitation” are used synonymously in this document.
- I. “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.
- J. “Responsive proposal” means a proposal submitted in response to this solicitation that conforms in all material respects to this RFP.
- K. “Specification” means any technical or purchase description or other description of the physical or functional characteristics, or of the nature, of a commodity or services. Specification may include a description of any requirement for inspecting, testing, or preparing a commodity or service for delivery.
- L. “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.
- M. “Working Days” means Monday through Friday, 8:00 a.m. to 4:30 p.m. Central Time, excluding [State Holidays](#).
- N. “KAB” means Keep Arkansas Beautiful, a Division of the Arkansas Department of Parks, Heritage and Tourism.

1.7 RESPONSE DOCUMENTS

- A. All proposal responses **must** be emailed to adpht.procurement@arkansas.gov with the solicitation number and the word “Response” listed in the subject line.
- B. *Technical Proposal Packet*
 - 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.
 - 2. The Prospective Contractors **shall** utilize the *Technical Proposal Packet* to submit their responses.
 - 3. The following items are Proposal Submission Requirements and **must** be submitted as part of the Prospective Contractor’s proposal response.
 - a. *Signed Proposal Signature Page*. Signature may be ink or digital. (See *Technical Proposal Packet*.)
 - b. Technical Proposal response to the *Information for Evaluation* section included in the *Technical Proposal Packet*. Proposal response **must** be in the English language.
 - c. *Completed Pricing Response*. Official Solicitation Price Sheet attached in a separate email as a separate Excel spreadsheet with the solicitation number and “Pricing Response” listed in the subject line. Pricing **must** be in U.S. dollars and cents.
 - d. *Proposed Subcontractors Form*. The utilization of any proposed subcontract is subject to approval by the Department.
 - e. *Exceptions Form*.

- f. Copy of Prospective Contractor's *Equal Employment Opportunity Policy*.
 - g. *EO 98-04: Contract and Grant Disclosure Form*.
 - h. *Voluntary Product Accessibility Template (VPAT)*, if applicable.
4. **DO NOT** include any other documents or ancillary information, such as a cover letter or promotional/marketing information.
- C. Redacted Copy of the *Technical Proposal Packet* and Completed *Pricing Response*. One (1) redacted (marked "REDACTED") copy the Prospective Contractor's proposal response may be emailed with the Pricing Response document. Please add to the subject line "and Redacted Copy" with the Pricing Response email.

1.8 ORGANIZATION OF RESPONSE DOCUMENTS

- A. It is strongly recommended that Prospective Contractors adhere to the following format and suggestions when preparing their Technical Proposal response.
- B. The original *Technical Proposal packet* should be arranged in the following order:
- 1. *Proposal Signature Page*.
 - 2. *Proposed Subcontractors Form*.
 - 3. *Information for Evaluation*
 - 4. *Exceptions Form*
 - 5. *Official Solicitation Price Sheet*
 - 6. *E.E.O. 98-04 – Contract and Grant Disclosure Form*.
 - 7. *Copy of Prospective Contractor's Equal Employment Opportunity Policy*.
 - 8. *Voluntary Product Accessibility Template (VPAT)*, if applicable
 - 9. *Signed addenda, if applicable*

1.9 RESPONSE SIGNATURE PAGE

- A. An official authorized to bind the Prospective Contractor(s) to a resultant contract **shall** sign the *Proposal Signature Page* included in the *Technical Proposal Packet*.
- B. The Contractor's signature on this page **shall** signify the Prospective Contractor's agreement that either of the following **shall** cause the Prospective Contractor's proposal to be rejected:
- 1. Additional terms and/or conditions submitted intentionally or inadvertently.
 - 2. Any exception that conflicts with a Requirement of this RFP.

1.10 PRICING

- A. The Contractor(s) **shall** include all pricing on the *Official Solicitation Price Sheet* only. Any cost not identified by the successful Contractor for the service but subsequently incurred in order to achieve a successful operation of those services **shall** be borne by the Contractor. The *Official Solicitation Price Sheet* is provided as a separate Excel file posted with this RFP.
- B. The *Official Solicitation Price Sheet* is market basket pricing which includes the key services that will cover the bulk of the annual contract cost. The *Official Solicitation Price Sheet* is designed for direct cost comparison purposes. The actual number of hours for these services used for the resulting contract may be more or less than shown. Pricing for remaining services will be negotiated prior to contract award.

1. The Prospective Contractor **shall** fill out highlighted information in Table A, which includes hourly price in Column B, which will autofill Column D, and percentage of budget allocation in Column E.
 - a. The Estimated Annual Hours for services listed on the *Official Solicitation Price Sheet* are not final and may be more or less than shown.
2. The Prospective Contractor **shall** enter a rate for each service listed in Table B.
3. If negotiations fail to result in a contract, the State may begin the negotiation process with the next highest-ranking Contractor. The negotiation process may be repeated until an anticipated successful Contractor has been determined, or until such time the State decides not to move forward with an award.

C. Failure to complete and submit the *Official Solicitation Price Sheet* **shall** result in rejection of the proposal.

1.11 PRIME CONTRACTOR RESPONSIBILITY

- A. The Contractor **shall not** assign the contract in whole or in part or any payment under the contract without prior written consent from the Department.
- B. The Contractor **shall** give the Department immediate written notice, by certified mail, to the Department Contract Administrator of any action which, in the opinion of the Contractor, may result in litigation related in any way to the contract or the State.

1.12 INDEPENDENT PRICE DETERMINATION

- A. By submission of this proposal, the Contractor certifies that in connection with this proposal:
 1. The prices in the proposal have been arrived at independently, without collusion.
 2. No prior information concerning these prices have been received from, or given to, a competitive company.
- B. Evidence of collusion may warrant consideration by the Office of Attorney General.

1.13 PROPRIETARY INFORMATION

- A. Submission documents pertaining to this RFP become property of Department and are subject to the Arkansas Freedom of Information Act (FOIA).
- B. One (1) complete copy of the submission documents from which any proprietary information has been redacted should be submitted in a separate email to adpht.procurement@arkansas.gov with the subject line notating the RFP number and "Redacted Copy."
 1. Except for the redacted information, the redacted copy **shall** be identical to the original copy, reflecting the same pagination as the original and showing the space from which, the information was redacted.
 2. The Contractor **shall** be responsible for identifying all proprietary information and for ensuring that the redacted copy is protected against restoration of redacted data.
 3. The redacted copy **shall** be open to public inspection under the Freedom of Information Act (FOIA) without further notice to the Contractor.
 4. If a redacted copy of the submission documents is not provided at the same time as the Contractor's *Technical Proposal Packet*, a copy of the non-redacted documents, with the

exception of financial data, **shall** be released in response to any request made under the Freedom of Information Act (FOIA).

5. If the Department deems redacted information to be subject to FOIA, the Contractor will be contacted prior to release of the documents.

1.14 CAUTION TO PROSPECTIVE CONTRACTORS

- A. Prior to any contract award, all communication concerning this RFP **shall** be addressed with the ADPHT buyer listed on page one (1) of this document.
- B. Prospective Contractor **shall not** alter any language in any solicitation document provided by the Department.
- C. Prospective Contractor **shall not** alter the Official Solicitation Price Sheet.
- D. All official documents and correspondence related to this solicitation **shall** be included as part of the resultant contract.
- E. Proposals **must** be submitted in the English language.
- F. The Department **shall** have the right to award or not award a contract, if it is in the best interest of the Department to do so.
- G. Prospective Contractor **shall** provide clarification of any information in their response documents as requested by the Department.
- H. Qualifications and proposed services **shall** meet or exceed the required specifications set forth in this RFP.
- I. Prospective Contractors may submit multiple proposals.

1.15 REQUIREMENT OF ADDENDUM

- A. This RFP may only be modified by an addendum written and authorized by the Department.
- B. An addendum posted within three (3) calendar days prior to the bid opening may extend the bid opening and may or may not include changes to the RFP.
- C. The Prospective Contractor **shall** be responsible for checking the OSP website, <https://www.arkansas.gov/tss/procurement/bids/index.php> under Current Solicitations - Other Procurement Units for any and all addenda up to bid opening.

1.16 AWARD PROCESS

- A. Successful Prospective Contractor Selection
 1. Proposals will be evaluated consistent with OSP policy. Evaluation culminates with a Grand Total Score for each proposal.
 2. The Grand Total Score for each proposal, which **shall** be a sum of the Technical Score and Cost Score, **shall** be used to determine the ranking of proposals. The Department may move forward to negotiations with those responsible offerors determined, based on the ranking of the proposals, to be reasonably susceptible of being selected for award.

B. Negotiations

1. If the Department so chooses, it **shall** have the right to conduct negotiations with the highest-ranking Prospective Contractors. All negotiations **shall** be conducted at the sole discretion of the Department. The Department **shall** solely determine the items to be negotiated.
2. If negotiations fail to result in a contract, the Department may begin the negotiation process with the next highest ranking Prospective Contractor. The negotiation process may be repeated until the anticipated successful Prospective Contractor has been determined, or until such time the Department decides not to move forward with an award.
3. The Department may permit all offerors an opportunity to revise proposals for the purpose of obtaining best and final offers from all Prospective Contractors.

C. Anticipation to Award

1. Once the anticipated successful Prospective Contractor has been determined, the anticipated award will be posted on the OSP website at <https://www.arkansas.gov/tss/procurement/bids/index.php> under Current Solicitations - Other Procurement Units.
2. The anticipated award will be posted for a period of fourteen (14) days prior to the issuance of a contract. Prospective Contractors and agencies are cautioned that these are preliminary results only, and a contract will not be issued prior to the end of the fourteen-day posting period.
3. The Department **shall** have the right to waive the policy of Anticipation to Award when it is in the best interest of the Department.
4. It is the Prospective Contractor's responsibility to check the OSP website for the posting of an anticipated award. The website is listed in 1.16.C.1 of this RFP.

D. Issuance of Contract

1. Any resultant contract of this RFP **shall** be subject to State approval processes which may include Legislative review.
2. A Department Procurement Official will be responsible for award and administration of any resulting contract.

1.17 PRESENTATIONS

- A. The three (3) highest ranking responsive Prospective Contractors, based on the scores received in *Part I* of the Evaluation, **shall** qualify to proceed to *Part II—Presentation* of the Evaluation.
- B. Qualifying Prospective Contractors proceeding to *Part II--Presentation* of the Evaluation, **shall** deliver a Presentation, in-person, to an Evaluation Committee appointed by the Department.
- C. Approximately five (5) to seven (7) days prior to Presentations, qualifying Prospective Contractors will receive official notification from the Department regarding specific scheduling and presentation requirement details.
- D. The Prospective Contractor's staff member(s) to be assigned to the possible resulting contract for the Department account **shall** deliver the Presentation.
- E. Presentations **shall** be evaluated and scored as Part II of the Evaluation.

- F. The Department reserves the right to record any and all Presentations.
- G. The Prospective Contractor **shall** be responsible for all expenses associated with the Presentation including all travel and preparation expenses.
- H. Pricing **shall not** be discussed or included in the Presentation.

1.18 MINORITY BUSINESS POLICY

- A. Minority is defined by Arkansas Code Annotated § 15-4-303 as a lawful permanent resident of this State who is:
 - African American
 - American Indian
 - Asian American
 - Hispanic American
 - Pacific Islander American
 - A Service-Disabled Veterans as designated by the United States Department of Veteran Affairs
 - Woman-Owned Business
- B. The Arkansas Economic Development Commission conducts a certification process for minority businesses and disabled veterans. The Prospective Contractor's Certification Number should be included on the Prospective Contractor's *Response Signature Page*.

1.19 EQUAL OPPORTUNITY POLICY

- A. In compliance with Arkansas Code Annotated § 19-11-104, the Department is required to have a copy of the Prospective Contractor's *Equal Employment Opportunity (EEO) Policy* prior to issuing a contract award.
- B. The *EEO Policy* **must** be included as a document in the solicitation response.
- C. The submission of an *EEO Policy* to the Department is a one-time Requirement. Prospective Contractors are responsible for providing updates or changes to their respective policies, and for supplying *EEO Policies* upon request to other State agencies that **shall** also comply with this statute.
- D. Prospective Contractors who are not required by law to have an *EEO Policy* **shall** submit a written statement to that effect.

1.20 PROHIBITION OF EMPLOYMENT OF ILLEGAL IMMIGRANTS

- A. Pursuant to Arkansas Code Annotated § 19-11-105, prior to the award of a contract, selected Prospective Contractor(s) **shall** have a current certification on file with the Department stating that they do not employ or contract with illegal immigrants.
- B. By signing the Bid Signature page in the Technical Proposal Packet, the Prospective Contractor will be compliant for the term of a resultant contract.

1.21 PUBLICITY

- A. News release(s) by a Prospective Contractor(s) pertaining to this RFP or any portion of the project **shall not** be made without prior written approval of the Department.
- B. Failure to comply with this Requirement may be cause for a Prospective Contractor's proposal to be rejected.
- C. The Department will not initiate any publicity relating to this procurement action before the contract award is complete.

1.22 ACCEPTANCE OF REQUIREMENTS

- A. Unless a Prospective Contractor expressly and conspicuously identifies any exception or exceptions to any of the Requirements in all section(s) of this RFP by listing them on the *Exceptions Form* (See Technical Proposal Packet), Prospective Contractor understands it's 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 any of the section(s) of this RFP.

1.23 ADDITIONAL TERMS AND CONDITIONS

- A. The Department abides by the Terms and Conditions of the Office of State Procurement.
- B. 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/>.
- C. Unless a Prospective Contractor expressly and conspicuously identifies any exception or exceptions to any of the terms in the Standard Services Contract 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. In order for exception language to be considered, all columns on the *Exceptions Form* **must** be completed. Items identified as non-negotiable may only be modified if the legal requirement is satisfied and approved by the State. The Standard Services Contract can be viewed on the OSP website here (Agencies – Services – Forms): <https://www.transform.ar.gov/procurement/agencies/services/>.
- D. Should there be any exceptions on the *Exceptions Form*, the evaluation committee will study the proposed language change for incorporation into the contract and make a recommendation to the Department Procurement Division.
- E. The language approved by the Department Procurement Division, the language of this RFP, and addendums, will become part of the contract document.

SECTION 2 – REQUIREMENTS

2.1 OVERVIEW

This RFP is issued for a contractor who can successfully market Keep Arkansas Beautiful Commission's events, news, and promotions.

2.2 MINIMUM QUALIFICATIONS

- A. The Prospective Contractor **shall** be a full-service advertising, marketing, and public relations firm physically located in the United States.
- B. The Prospective Contractor **shall** have experience in successfully:
 - 1. Developing advertising and marketing plans.
 - 2. Providing public information, education, and awareness-oriented campaigns and social media methods on projects of similar size and scope to those specified in this RFP.
- C. The Prospective Contractor **shall** have experience in:
 - 1. Multi-channel Marketing
 - 2. Advertising
 - 3. Strategic Planning
 - 4. Creative Concepting
 - 5. Copywriting
 - 6. Media Planning and Buying
 - 7. Social and Digital Media
 - 8. Public Relations
 - 9. Large-scale Project Development
 - 10. Implementation

2.3 GENERAL REQUIREMENTS

- A. The Contractor **shall** provide all services customarily performed by a full-service marketing and advertising agency that are required for the creation, preparation and placement of advertisements, and other promotional and image building activities in accordance with the Requirements specified herein and direction provided by designated KAB staff.
- B. The Contractor **shall** share proposed concepts for the various marketing campaigns with the State Director of Keep Arkansas Beautiful at the earliest opportunity. In addition, for projects requiring Keep Arkansas Beautiful Commission approval, the Contractor **shall** provide details on any proposed project to the State Director of Keep Arkansas Beautiful not later than two weeks before the Keep Arkansas Beautiful Commission meeting. The Contractor will be notified by Department in advance of the commission meeting(s).

- C. All material developed or acquired by the Contractor for work done under the contract **shall** become the property of the State. No materials or any reports prepared by the Contractor **shall** be released to the public without the consent of Keep Arkansas Beautiful.
- D. The Contractor **shall** design, develop, coordinate, and manage earned and paid media campaigns, traditional publications, and promotional materials in coordination with, and on behalf of KAB, including but not limited to:
 - 1. Media Campaigns
 - 2. Television and Radio Advertisements
 - 3. Printed Brochures
 - 4. Flyers
 - 5. Souvenir Programs
 - 6. Daily Guides
- E. The Contractor **shall** provide the following services:
 - 1. Media Services
 - 2. Outreach Services
 - 3. Sponsorship Services
 - 4. Sales Promotion Services
 - 5. Public Relations Services
 - 6. Video and Audio Scripting and Production
 - 7. Branding Consultation
 - 8. Logo Development
 - 9. Public Information
 - 10. Public Education
- F. The Contractor **shall** determine maximum exposure to target audiences and maximize the value of media purchased under the allocated budget (added value).
- G. The Contractor **shall** identify and implement efficiencies and integration of KAB messages with new partnerships.
- H. The Contractor **shall** encourage the sharing of best practices and lessons learned among different state and local agencies.
- I. The Contractor **shall** meet all mutually agreed upon and specified marketing plans, campaigns, and project deadlines, and **shall** keep within established budget guidelines.

- J. The Contractor **shall** use images and messages that commensurate with the dignity of the State of Arkansas.
- K. The Contractor **shall** use motivating marketing and advertising messages that clearly distinguish and immediately identify KAB from other similar programs and clearly communicate that KAB is of good value, educational, and a family friendly program.
- L. The Contractor **shall** prepare advertisements, presentation materials, and collateral materials to include but not limited to copy and layout, type composition, collateral engravings, finished artwork, photographs, photostats, mat art assembly, 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, copywriting, graphs, design, PowerPoint presentations, electronic design, and any other need as determined by the Department as required to meet all contract requirements.
- M. The Contractor **shall** cooperate and coordinate services with KAB and its designees, including other contractors and entities representing KAB, to present a coordinated message.
- N. The Contractor **shall** assign qualified professionals to the KAB account who have suitable education and experience to meet KAB's advertising and marketing goals.
- O. The Contractor **shall** provide sufficient resources to work within the time constraints established by mutually agreed upon deadlines while maintaining desired performance levels.
- P. The Contractor **shall** be responsible for obtaining the necessary research to plan and implement a comprehensive Keep Arkansas Beautiful promotion campaign. Any and all research reports and/or statistical information or other products resulting from this contract shall be considered property of the State of Arkansas. Research results will be made available at modest costs to any individual or organization within the state.

2.4 MARKETING PLAN REQUIREMENTS

- A. The Contractor **shall**, within timeframes specified by KAB, attend a contract kick-off meeting to make introductions and discuss the marketing plan, the campaign, and project schedules.
- B. The Contractor **shall** develop and implement a comprehensive, research-based, strategic marketing plan for each year of a resulting contract.
- C. The Contractor **shall** submit a marketing plan and its components to designated KAB staff for approval.
- D. The Contractor **shall** give KAB 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 KAB.
- E. The Contractor **shall**, at a minimum, include the following information in the marketing plan long-term and annual goals, objectives and strategies for effectively articulating and promoting the importance of preserving and conserving the State's natural spaces 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 Department sponsored annual event(s) and program(s).

2.5 CAMPAIGN REQUIREMENTS

- A. The Contractor **shall** develop and implement a campaign plan for each marketing initiative and campaign approved by KAB.

- B. The Contractor **shall** submit campaign plan components to designated KAB staff for approval.
- C. The campaign plan **must** include, but not be limited to, 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 a resulting contract for all aspects of the campaign including but not limited to production, personnel, reimbursable expenses, and any other expenses required to meet the requirements in this RFP.
 - 2. The Contractor **shall not** exceed the total budget specified by KAB.
- D. The Contractor **shall** determine and recommend the best strategies for reaching target audience in order to achieve the greatest overall impact for promoting and communicating the mission and messages of KAB and the Department 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 but is not limited to the impact of the campaign, earned media received, and a detailed post-buy analysis.

2.6 MEDIA PLANNING AND BUYING

- A. The Contractor **shall** create, test, produce, place, and manage all media and educational advertisements using a combination of mediums, such as but not limited to social, electronic, print, grassroots, and public service campaigns.
 - 1. All timelines **must** be approved by KAB.
 - 2. Campaigns **must** include media placement, purchase, production, pre-testing, and the evaluation of the placed media.
- B. The Contractor **shall** place advertising through a combination of both paid ad placements 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 that the budget is maximized and in accordance with a schedule approved by KAB using approved media. Media purchased should be negotiated for a minimum of a one-for-one bonus.
- D. The Contractor **shall** submit a television, radio, and print media buy plan summary to KAB for approval at least two (2) weeks prior to the scheduled release of the ads. Changes to the media buy plan summary **must** be approved in writing prior to implementation of 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 KAB to approve prior to execution.
- G. Prior to development and submission of any creative concepts to KAB, the Contractor **shall** attend a creative brainstorming meeting with KAB to discuss concepts.

- H. Prior to final development, the Contractor **shall** submit all creative concepts to KAB for approval in the form of rough layouts with a typewritten copy or by electronic medium.
- I. After rough layout, design, and copy is approved by KAB, the Contractor **shall** prepare comprehensive layouts.
- J. The Contractor **shall not** complete a project and **shall not** produce a project until receiving final written approval of copy and concepts from KAB.
- K. Should KAB request revisions of a project at any phase in its creative development, the Contractor **shall** complete the revisions as specified.
- L. In the event KAB requests revisions to an approved project that has been printed or produced, KAB will assume financial responsibility for actual costs incurred to reprint or reproduce items in the project.
- M. After receipt of final authorization by KAB, the Contractor **shall** order space, time, and/or other advertising means and **shall** endeavor to secure the most advantageous rates available.
- N. The Contractor **shall** meet with media representatives on behalf of KAB and **shall** have, if and when requested by KAB, a written evaluation for each proposal submitted by media representatives.
- O. When ordering space, time, and/or other advertising means, the Contractor **shall not** act as an agent of the State and **shall not** represent itself to be acting as an agent of the State.
- P. The Contractor **shall** inform each media representative supplying space, time, and/or other advertising means that the Contractor is not acting as an agent for the State and the Contractor **shall** be solely liable for payments to the media representative.

2.7 ACCOUNT MANAGEMENT

- A. By the kick-off meeting, the Contractor **shall** assign at least one (1) designated account manager to supervise the day-to-day management of the KAB account.
- B. The account manager(s) **shall** respond to KAB requests within twenty-four (24) hours of the request and in the manner the request was made.
- C. For work ordered and/or approved by the State Director of Keep Arkansas Beautiful, the Contractor **shall** receive all charges for said advertising expenses and **shall** present Keep Arkansas Beautiful with a monthly consolidated statement. The Contractor **shall** furnish Keep Arkansas Beautiful with proof of performance of publication. The Contractor **shall** also function as public relations counsel for Keep Arkansas Beautiful providing such guidance, advice and services as may be required, at cost levels approved by Keep Arkansas Beautiful. Statements will need to be rendered for time and space upon release of orders for advertising contracts.
- D. The account manager(s) **shall** attend, and facilitate when requested by Keep Arkansas Beautiful, in-person, video, and phone conference meetings as determined by KAB, including:
 - 1. Weekly status meeting
 - 2. Monthly review meetings.
 - 3. Strategy meetings – should be done approximately six (6) times per year with KAB program staff, contractors, and outside partner organizations.
 - 4. Quarterly in-person meetings, such as commission meetings.

5. Planning meetings surrounding the cleanup seasons. The typical timeframes are March-May and September-October of each year.
 6. Other meetings as requested by KAB.
- E. The account manager(s) **shall** perform, but are not limited to, 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 KAB messages with new media partnerships, and other relevant related community organizations/museum type service providers.
 4. Coordinate logistics for Contractor's on-site activities.
- F. 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 operation of the KAB account.
- G. Upon request by KAB, the Contractor **shall** replace the account manager and/or other personnel assigned to the State's account.
1. The Contractor **shall** provide KAB with a replacement having equal or greater qualifications and expertise that the personnel being replaced, with KAB 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 KAB account.
- H. The Contractor **shall** properly incorporate approved messages in mechanical or other necessary format, include instructions for fulfillment, 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.
- I. The Contractor **shall** ensure final advertisements and direct mail pieces are free from typographical errors and omissions.
- J. 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.
- K. The Contractor **shall** regularly evaluate media use and placement to ensure maximum effectiveness.
- L. The Contractor **shall** make available any information to governmental auditors and authorized representatives of the State, for the purpose of audit or examination, those books, documents, papers, and records of the Contractor's recording receipts related to disbursements of any of the funds made available to the Contractor through Keep Arkansas Beautiful under the contract at any reasonable time. The Contractor further agrees that any audit exception noted by governmental auditors **shall not** be paid by the Arkansas Department of Parks, Heritage and Tourism and **shall** be the sole responsibility of the Contractor.

2.8 REPORTING

- A. Within timeframes determined by KAB after contract award, the Contractor **shall** propose report formats, submission deadlines, and submission methods for each plan and report identified in this RFP.

- B. The Contractor **shall** submit annual programmatic and financial reports to 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 report 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 KAB 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 KAB for any time the actual or estimated costs of an activity changed by more than ten percent (10%) from the estimated amount approved by KAB as well as justification for such increases. The Contractor **shall not** proceed with the execution of the activity prior to receiving written approval from KAB of the new estimates.

2.9 PERFORMANCE STANDARDS

- A. Performance Standards identify the expected deliverables, performance measures, or outcomes; and defines the acceptable standards.
- 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 monetary sanctions.
- C. The Department 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 monetary sanctions.
- G. In the event a Performance Standard is not met, the Contractor will have the opportunity to defend or respond to the insufficiency. The Department has the right to waive monetary sanctions if it determines there were extenuating factors beyond the control of the Contractor that hindered the performance of services. In these instances, the Department has final determination of the performance acceptability.
- H. Should any compensation owed to the Department due to the assessment of monetary sanctions, Contractor **shall** follow the direction of the Department regarding the required compensation process.

PERFORMANCE STANDARDS

Service Criteria	Acceptable Performance	Monetary Sanctions (applied to monthly invoice unless otherwise stated)
Designated Account Management	Provide a minimum of one (1) Account Manager assigned by the Contractor to be available on a daily basis to manage the Department's account.	The Department will assess a monetary sanction in the amount of fifty dollars (\$50) for each day the designated Account Manager fails to respond to the Department.
Marketing and Campaign Plans	Contractor provides marketing and campaign plans by deadline mutually agreed upon between KAB and the Contractor.	The Department will assess a monetary sanction in the amount of fifty dollars (\$50) for each Workday that the marketing and/or campaign plan is late.
Media Planning and Buying	Media plans and buys are completed within the timeframes established by the Department.	The Department will assess a monetary sanction in the amount of two hundred fifty (\$250) for each missed deadline for a media buy.
KAB Budget	Contractor stays within budget approved by the Department.	The Department will assess a monetary sanction in the amount of one hundred dollars (\$100.00) for each budget exceeded by the Contractor.
Reporting	Contractor meets deadlines for all reports as requested by the Department and stated in this RFP.	The Department will assess a monetary sanction in the amount of two hundred dollars (\$200.00) per day for each report not submitted by the agreed upon deadline.

SECTION 3 – SELECTION

3.1 TECHNICAL PROPOSAL SCORE

- A. The Department will review each *Technical Proposal Packet* to verify submission Requirements have been met. A *Technical Proposal Packet* that does 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 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, the Evaluation Committee members will meet to discuss their individual ratings. At this consensus meeting, each member will be afforded an opportunity to discuss his or her rating for each evaluation criteria.
3. After committee members have had an opportunity to discuss their individual scores with the committee, the individual committee members 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 sub-sections.

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

Information for Evaluation Sub-Sections	Maximum Raw Points Possible	Sub-Section's Weighted Percentage	* Maximum Weighted Score Possible
E.1 Company Profile and Experience	75	25%	175
E.2 Staffing	25	15%	105
E.3 Creative	30	15%	105
E.4 Public Relations	20	15%	105
E.5 Social Media	60	5%	35
E.6 Digital	15	5%	35
E.7 Media Planning and Buying	30	15%	105
E.8 Transition and Implementation	15	5%	35
Total Technical Score	270	100%	700

*Sub-Section's Percentage Weight x Total Weighted Score = Maximum Weighted Score Possible for the sub-section.

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

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

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

- E. The proposal's weighted scores for sub-sections will be added to determine the Total Technical Score for the Proposal.
- F. Technical Proposals that do not receive a minimum weighted score of 300 may not move forward in the solicitation process. The pricing for proposals which do not move forward will not be scored.

3.2 ORAL PRESENTATION/DEMONSTRATION SCORE

- A. The three Prospective Contractors with the top technical proposal scores after the completion of the technical proposal evaluation will be contacted to schedule an oral presentation/demonstration. If the lowest technical proposal is within ten (10) points of the top technical proposal, then that Contractor may be invited for an oral presentation/demonstration.

- 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/demonstration is complete, the Evaluation Committee members will have the opportunity to discuss the oral presentation/demonstration and revise their individual scores on the Post-Demonstration Consensus Score Sheet based on the information provided during the oral presentation/demonstration.
- D. The final individual scores of the evaluators on the Post-Demonstration Consensus Score Sheets will be averaged to determine the final technical score for each proposal.
- E. The Prospective Contractors will be allowed one (1) hour to present their proposal and thirty (30) minutes for questions.
- F. The Prospective Contractor will be contacted by the Department buyer about the official date and time of the oral presentation that will be conducted in-person.

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 10-year grand total as shown on the *Official Solicitation Price Sheet attached as a separate Excel spreadsheet to the OSP website under Current Solicitations – Other Procurement Units*.
- 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

B = Second (third, fourth, etc.) Lowest Total Cost

C = Maximum Points for Lowest Total Cost

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	300
Maximum Possible Grand Total Score	1,000

3.5 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.