



BROCHURE DISTRIBUTION REQUEST FOR PROPOSALS

Issue Date: Tuesday, April 30, 2019

Title: New Hampshire Brochure Distribution

Issuing Agency: State of New Hampshire
Department of Business and Economic Affairs
Bureau of Visitor Services
One Eagle Square, Suite 100
Concord, NH 03301

Period of Contract: July 1, 2019 or upon Governor and Executive Council approval through June 30, 2024 (with an option to extend through June 30, 2025)

Proposal Deadline: Monday, May 20, 2019
**Proposal must be received at BEA no later than 2:00pm*

All inquiries for information should be directed to:

Bob Vachon, Bureau Chief
Email: Robert.Vachon@livefree.nh.gov

If proposals are mailed, send directly to issuing agency show above. If proposals are hand-delivered, deliver to receptionist at BEA Headquarters, One Eagle Square, Suite 100, Concord.

Please label: **“PROPOSAL – NH BROCHURE DISTRIBUTION”**

1. PURPOSE

The purpose and intent of this Request for Proposals (RFP) is to enter into a contract for a period of five years (July 1, 2019 or upon Governor and Executive Council approval, whichever is earlier through June 30, 2024) with an option to renew through June 30, 2025, upon the agreement of both parties and the Governor and Executive Council.

The qualified firm(s) will serve as the NH Department of Business and Economic Affairs (BEA) Bureau of Visitor Services' (BVS) tourism literature distribution representative(s). Selected vendor(s) will deliver approved brochures to the state-owned Safety Rest Areas (SRA)/Welcome and Information Centers (WIC) identified in Attachment A (map). Deliveries will be throughout the year with additional deliveries made before major holidays or as requested by DTTD.

BVS is responsible for the management and daily operation of twelve SRA/WIC facilities owned by the New Hampshire Department of Transportation (DOT). The SRA/WIC facilities provide modern restroom facilities, travel information, and vending machines.

WIC	Foot Count	Brochure Distribution
Canterbury	382,378	122,730
Colebrook	73,681	18,887
Hooksett North	1,994,220	191,301
Hooksett South	1,858,769	94,468
Lebanon	226,530	47,033
Littleton	157,817	38,529
North Conway	202,367	68,750
Salem	277,278	140,084
Sanbornton	253,119	50,985
Seabrook	901,833	310,186
Springfield	370,453	63,245
Sutton	242,744	48,212
Total	6,941,189	1,194,410

BVS receives literature distribution applications from those interested in displaying tourism related literature at the twelve facilities. Applications and literature samples are reviewed/approved in accordance with criteria outlined in Attachment B.

2. DEFINITIONS

- 2.1. "Offeror" refers to any individual, corporation, partnership or agency that responds in writing, to this RFP.

- 2.2. "Selected Vendor" refers to the Offeror under this Request for Proposals (RFP) with which the Department of Business and Economic Affairs (BEA) negotiates a contract. The terms in this RFP referring to "Selected Vendor" represent contract terms that will be a part of the final contract.
- 2.3. The "Contract" is the resulting contract entered into between BEA and the successful Offeror.
- 2.4. "Brochure Distribution" refers to the services covered under the terms of this agreement, including administrative services, warehousing, fulfillment and shipping, and distribution services of approved literature to the SRAs.
- 2.5. "Program Participant" refers to the business(es) or organization(s) that participate in the brochure program and are required to use a contractor for distribution.

3. SCOPE OF WORK

Proposals must be based on a 12-month period of time and address each item listed below.

- Maintain separate accounts for each Program Participant; accounts must include billing, approval letters, contracts, shipping verifications, etc. Records may be audited by BVS at any time to ensure the Contractors are in compliance;
- Provide accessible storage for brochures and promotional literature. Premises must be clean, dry, secure and available for inspection by BVS at any time during regular business hours. Premises must have sufficient loading and unloading capabilities. Contractors will include evidence of current general liability insurance for contents at replacement value;
- Supply and install uniform literature racks upon request. Contractors are not permitted to feature branded materials;
- Provide weekly summary reports in the approved format by the sixth (6TH) of each month, as well as additional reports as requested;
- Transfer relevant data to BEA's Division of Travel and Tourism's (DTTD) dashboard;
- Provide ongoing counsel relative to productivity, process, or efficiencies;
- Provide a monthly distribution schedule and notify BVS of changes/shortfalls;
- Notify BVS of any changes to brochure distribution rate structure.

4. GENERAL REQUIREMENTS

4.1. Copies and Distribution of Proposal

- 4.1.1. In order to be considered for selection, Offeror must submit a complete written response to this RFP by 2:00 PM, on Monday, May 20, 2019. One (1) original, one (1) electronic file and three (3) copies of each written proposal must be submitted to BEA. No other

distribution of the written proposal shall be made by the Offeror.

4.2. Site Visits

4.2.1. Offerors may visit the SRAs listed in Attachment A. Offerors must contact BVS to schedule a date and time.

4.3. Proposal Inquiries

4.3.1. All inquiries concerning this RFP, including but not limited to requests for clarification, questions shall be submitted by e-mail to:

Contact: Robert.Vachon@livefree.nh.gov

RFP Reference: NH Brochure Distribution RFP

4.4. Restriction on Contact with State Employees

4.4.1. From the date of release of this RFP until an award is made, all communications with personnel employed by or under contract with the State regarding this RFP is forbidden unless first approved by the point of contact set forth in Section 4.4

5. SPECIFIC REQUIREMENTS

5.1. Proposal Content

5.1.1. A written one-page introductory statement including:

- Experience in providing services as described in Section 3
- Expertise of participating individuals performing major duties and functions under the proposed contract including roles, responsibilities and qualifications.

5.1.2. Submit brochure distribution rate structure.

5.1.3. Offeror shall provide a thorough description of its plans and approach for accomplishing the requirements of *Section 3: Scope of Work*.

5.1.4. Complete Contractor Data Sheet (Attachment C)

5.1.5. Demonstrate the Offeror's financial capability to provide the work described in Section 3: Scope of Work

5.1.6. Financial Statements. Offeror shall provide audited annual financial statements including the balance sheet, income statements, statement of cash flows and statement of

shareholders' equity for the last three fiscal years.

5.1.7. Prior Litigation. Offeror shall provide information pertaining to all past (within last five (5) years), present, or anticipated lawsuits or litigation that have been brought by or against the Offeror's company, subsidiary company, or parent company. The Offeror shall include all legal actions that were settled before trial and that are not deemed confidential.

5.1.8. Explain previous contracted services provided to State, if any

5.2. Proposal Procedures

5.2.1. Proposals should be as thorough and detailed as possible, so that BVS may properly evaluate Offeror capabilities to provide the required services. Responses must be structured as outline below. Offerors are required to submit the following items as a complete proposal.

5.2.2. Each copy of the proposal must be in a single volume. Proposals must be prepared simply and economically, providing straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content. The State is not responsible for the cost of proposals.

5.2.3. Proposals shall be signed by an authorized representative of the Offeror.

5.2.4. All information requested must be submitted. Failure to submit this information at time of bid by deadline will render your proposal non-compliant and will result in disqualification.

5.2.5. The original copy must remain at BEA, available for public inspection and disclosure, subsequent to awarding of the contract. Information considered confidential or proprietary may be marked as such by the submitting party. However, such determinations are not conclusive on BVS and BVS shall be subject to the provisions and requirements of RSA Chapter 91-A (the New Hampshire Right-to-Know law) when determining what documents are subject to public inspection/disclosure pursuant to a right-to-know request.

6. EVALUATION AND AWARD CRITERIA

6.1. All proposals will be evaluated for responsiveness to the RFP by a Selection Committee comprised of representatives from BEA.

6.2. All written proposals will be evaluated and scored on the basis of the following criteria,

which will be accorded the relative weight indicated in parentheses:

- a. Scope of Work: Evaluation of Offeror's response to Section 5.1.3 (40%)
- b. Experience: Evaluation of Offeror's response to Section 5.1.1 (30%)
- c. Brochure Distribution Rate Structure (20%)
- d. References (10%)
- e. **Total (100%)**

- 6.3. Offeror(s) must meet a minimum threshold of 60 points for consideration. Offeror(s) deemed to be best qualified among the written proposals will be identified on the basis of evaluation factors stated in Section 6.2. The Selection Committee will make a recommendation for selection of Contractor(s) to the Commissioner of BEA.
- 6.4. The Agency reserves the right to make independent investigations in evaluating Proposals, request additional information to clarify elements of a Proposal, waive minor or immaterial deviations from the RFP requirements, if determined to be in the best interest of the State.
- 6.5. The Selected Contractor(s) will be notified in writing. BVS and the Selected Contractor shall negotiate a contract containing the terms in the RFP/proposal. If BVS is unable to negotiate a satisfactory contract with a Selected Contractor, BVS reserves the right to end negotiations and begin negotiations with the next highest scoring offeror.
- 6.6. The proposed Contract(s) must be approved by the Governor and Executive Council. This process takes approximately four to six weeks after the execution of Contract. The Contract approved by the Governor and Executive Council will be effective July 1, 2019 or upon Governor and Executive Council approval, whichever date is earlier.
- 6.7. Proposed Timetable:

Request for Proposals Issued	Tuesday, April 30, 2019
Deadline for Questions	Monday, May 6, 2019, 4:00 PM
Responses to Questions	Thursday, May 9, 2019
Written Proposals Deadline	Monday, May 20, 2019, 2:00 PM
Companies Notified	Friday, May 24, 2019
Contract Deadline	Friday, June 5, 2019
Contract to Governor and Council	June 2019
Contract Start Date	July 1, 2019 (or upon G&C approval)

Note: BVS reserves the right to adjust this schedule as it deems necessary, at its sole discretion.

7. CONDITIONS

Any prospective contractor must be willing to adhere to the following conditions and must positively state so in the proposal.

- 7.1. Ownership of Subsequent Products: Any product, whether acceptable or unacceptable, developed under a contract awarded as a result of this RFP is to be the sole property of the State unless stated otherwise in the contract.
- 7.2. Conformance with Statutes: Any contract awarded as a result of this RFP must be in full conformance with statutory requirements of the State.
- 7.3. Amending or Canceling: The State reserves the right to amend this RFP, prior to the due date if it is in the best interest of the State, or to correct inaccuracies resulting from clerical errors. Notwithstanding any other provision of this RFP, this RFP does not commit the State to award a Contract. The State reserves the right, at its sole discretion, to reject any and all Proposals, or any portions thereof, at any time; to cancel this RFP; and to solicit new Proposals under a new acquisition process.
- 7.4. Rejection for Misrepresentation: The State reserves the right to reject the proposal of any vendor for misrepresentation.
- 7.5. Contract Format: The successful Contractor(s) will be required to become an approved vendor through the online application (<https://admin.state.nh.us/purchasing/vendorregistration>) and sign or provide the following documentation:
 - Service Contract Form – Form P-37 (Attachment D). Certificate of Authority/Vote. This document is required for all business entities as it certifies that the person who signs the contract has been authorized to do so. The Contractor is required to provide this document on corporate letterhead, signed by the Chairman of the Board or similarly authorized person.
 - Certificate of Good Standing. This document is required for all contracts exceeding thirty (30) days. The certificates are issued by the New Hampshire Secretary of State's Office certifying that the corporation, partnership or trade name has been registered to do business in New Hampshire. Certificates of Good Standing shall be current and are renewable annually by April 1st.
 - Certificate of General Liability Insurance. This certificate is required to protect against all claims of bodily injury, death, or property damage in amounts not less than US\$250,000 per claim and US\$2,000,000 per incident, and fire and extended coverage insurance covering all BVS property in amounts of not less than 80% of the

whole replacement value of the property.

- 7.6. Speaking on behalf of the State of New Hampshire/BEA: Contractors are not authorized to represent the State's position to the public or media and must be authorized to provide information by BEA.
- 7.7. The resulting Contract may be modified only by written amendment, which has been executed and approved by the appropriate parties from the State and Contractor.
- 7.8. The State may terminate this agreement without cause by giving the Contractors sixty (60) days written notice before the effective termination date.
- 7.9. If for any reason, the Contractor fails to make a delivery date, the Contractor shall be assessed Liquidated Damages of \$1,000.00 per week, or portion thereof, until the delivery date is met. If the Contractor foresees an event beyond its reasonable or normal control and properly notifies BEA of such event – in writing – BEA may allow the Contractor to exceed a delivery date with no Liquidated Damages assessed.
- 7.10. The Agency reserves the right to amend this RFP at its discretion, prior to the Proposal submission deadline. In the event of an addendum to this RFP, the Agency, at its sole discretion, may extend the Proposal submission deadline, as it deems appropriate.
- 7.11. The Proposer's signature on a Proposal submitted in response to this RFP guarantees that the prices, terms and conditions, and work quoted have been established without collusion with other Proposers and without effort to preclude the Agency from obtaining the best possible competitive Proposal.
- 7.12. All materials received in response to the RFP shall become the property of the State and will not be returned to the Proposer. Upon Contract award, the State reserves the right to use any information presented in any Proposal.
- 7.13. Unless necessary for the approval of a contract, the substance of a Proposal must remain confidential until the Effective Date of any Contract resulting from this RFP. A Proposer's disclosure or distribution of Proposals other than to the Agency will be grounds for disqualification.
- 7.14. Pursuant to RSA 21-G:37, all responses to this RFP shall be considered confidential until the award of a contract. At the time of receipt of proposals, the Agency will post the

number of responses received with no further information. No later than five (5) business days prior to the submission of a contract to Governor and Executive Council pursuant to this RFP, the Agency will post the name, rank or score of each Proposer. In the event that the Contract does not require Governor and Executive Council approval, the Agency shall disclose the rank or score of the Proposals at least five (5) business days before final approval of the contract.

The content of each Proposer's Proposal shall become public information upon the award of any resulting Contract. Any information submitted as part of a response to this RFP must be subject to public disclosure under RSA 91-A. In addition, in accordance with RSA 9-F:1, any contract entered into as a result of this RFP will be made accessible to the public online via the website Transparent NH (<http://www.nh.gov/transparentnh/>). Accordingly, business financial information and proprietary information such as trade secrets, business and financial models and forecasts, and proprietary formulas may be exempt from public disclosure under RSA 91-A:5, IV. If you believe any information being submitted in response to this request for proposal, bid, or information should be kept confidential as financial or proprietary information; you must specifically identify that information in a letter to the Agency, and must mark/stamp each page of the materials that you claim must be exempt from disclosure as "CONFIDENTIAL". A designation by the Proposer of information it believes exempt does not have the effect of making such information exempt. The Agency will determine the information it believes is properly exempted from disclosure. Marking of the entire Proposal or entire sections of the Proposal (e.g. pricing) as confidential will neither be accepted or honored. Notwithstanding any provisions of this RFP to the contrary, Proposers pricing will be subject to disclosure upon approval of the contract. The Agency will endeavor to maintain the confidentiality of portions of the Proposal that are clearly and properly marked confidential.

If the request is made to the Agency to view portions of a Proposal that the Proposer has properly and clearly marked confidential, the Agency will notify the Proposer of the request and of the date the Agency plans to release the records. By submitting a Proposal, Proposers agree that unless the Proposer obtains a court order, at its sole expense, enjoining the release of requested information, the Agency may release the requested information on the date specified in the Agency's notice without any liability to the Proposers

- 7.15. Notwithstanding any other provisions, of this RFP, this RFP does not commit the Agency to award a Contract. The Agency reserves the right, at its sole discretion, to reject any and all Proposals, or any portions thereof, at any time; to cancel this RFP; and to solicit new Proposals under a new acquisition process.
- 7.16. By submitting a Proposal, a Proposer agrees that in no event shall the Agency be either responsible for or held liable for any costs incurred by a Proposer in the preparation of or in connection with the Proposal, or for work performed prior to the Effective Date of a resulting Contract.

7.17. From the time this RFP is published and until a contract is awarded, no bidder shall offer or give, directly or indirectly, any gift, expense reimbursement, or honorarium, as defined by RSA 15-B, to any elected official, public official, public employee, constitutional official or family member of any such official or employee who will or has selected, evaluated, or awarded an RFP, or similar submission. Any bidder that violates RSA 21-G:39 shall be subject to prosecution for an offense under RSA 640:2. Any bidder who has been convicted of an offense based on conduct in violation of this section, which has not been annulled, or who is subject to a pending criminal charge for such an offense, shall be disqualified from bidding on any RFP or similar request for submission and every such bidder shall be disqualified from bidding on any RFP or similar request for submission issued by any state agency. A bidder that was disqualified under this section because of a pending criminal charge which is subsequently dismissed, results in an acquittal, or is annulled, may notify the Department of Administrative Services, which shall note that information on the list maintained by the State's internal intranet system, except in the case of annulment, the information shall be deleted from the list.