

STATE OF UTAH



SOLICITATION NO. NO10023

Integrated Marketing and PR Firm to Represent Utah Office of Tourism in the UK

RESPONSES ARE DUE PRIOR TO:

Mar 25, 2010 3:00:00 PM MDT

RESPONSES MAY BE SUBMITTED ELECTRONICALLY TO:

www.bidsync.com

RESPONSES MAY BE MAILED OR DELIVERED TO:

State of Utah
Division of Purchasing
3150 State Office Building, Capitol Hill
Salt Lake City, Utah 84114-1061

Bid NO10023

Integrated Marketing and PR Firm to Represent Utah Office of Tourism in the UK

Bid Number	NO10023
Bid Title	Integrated Marketing and PR Firm to Represent Utah Office of Tourism in the UK
Bid Start Date	Mar 4, 2010 9:39:06 AM MST
Bid End Date	Mar 25, 2010 3:00:00 PM MDT
Question & Answer End Date	Mar 16, 2010 3:00:00 PM MDT
Bid Contact	Nancy Orton Assistant Director Administrative Services nancyo@utah.gov
Contract Duration	1 year
Contract Renewal	4 annual renewals
Prices Good for	Not Applicable
Bid Comments	Questions concerning this solicitation should be submitted via the BidSync electronic system. ----- If you have any trouble submitting your response or attaching documents in the BidSync site, please contact Vendor Customer Support at (801) 765-9245.

Item Response Form

Item	NO10023-1-01 - Integrated Marketing and PR Firm to Represent Utah Office of Tourism in the UK
Quantity	1 contract
Prices are not requested for this item.	
Delivery Location	State of Utah <u>No Location Specified</u>

Qty 1

Description

The purpose of this request for proposal is to enter into a contract with an integrated marketing and public relations firm to work as a collaborative partner in the development, implementation, and evaluation of a comprehensive public relations and marketing campaign to promote the State of Utah as a tourism destination in the United Kingdom, per the attached detailed specifications.



State of Utah Request for Proposal

Legal Company Name (include d/b/a if applicable) 		Federal Tax Identification Number		State of Utah Sales Tax ID Number 	
Ordering Address 		City 	State 	Zip Code 	
Remittance Address (if different from ordering address) 		City 	State 	Zip Code 	
Type ☐ Corporation ☐ Partnership ☐ Proprietorship ☐ Government		Company Contact Person 			
Telephone Number (include Area Code) 		Fax Number (include area code) 			
Company=s Internet Web Address 		Email Address 			
Discount Terms (for bid purposes, bid discounts less than 30 days will not be considered)		Days Required for Delivery After Receipt of Order (see attached for any required minimums) 			
The undersigned certifies that the goods or services offered are produced, mined, grown, manufactured, or performed in Utah. Yes ☐ No ☐ . If no, enter where produced, etc. 					
Offeror=s Authorized Representatives=s Signature 		Date 			

Type or Print Name	Position or Title

NOTICE

When submitting a response (proposal, quote or bid) electronically through BidSync, it is the sole responsibility of the supplier to ensure that the response is received by BidSync prior to the closing date and time. Each of the following steps in BidSync MUST be completed in order to place an offer:

- A. Login to www.bidsync.com;
- B. Locate the bid (solicitation) to which you are responding;
 - a. Click the "Search" tab on the top left of the page;
 - b. Enter keyword or bid (solicitation) number and click "Search";
- C. Click on the "Bid title/description" to open the Bid (solicitation) Information Page;
- D. "View and Accept" all documents in the document section;
- E. Select "Place Offer" found at the bottom of the page;
- F. Enter your pricing, notes, other required information and upload attachments to this page;
- G. Click "Submit" at the bottom of the page;
- H. Review Offer(s); and
- I. Enter your password and click "Confirm".

Note that the final step in submitting a response involves the supplier's acknowledgement that the information and documents entered into the BidSync system are accurate and represent the supplier's actual proposal, quote or bid. This acknowledgement is registered in BidSync when the supplier clicks "Confirm". BidSync will post a notice that the offer has been received. This notice from BidSync MUST be recorded prior to the closing date and time or the response will be considered late and will not be accepted.

Be aware that entering information and uploading documents into BidSync may take considerable time. Please allow sufficient time to complete the online forms and upload documents. Suppliers should not wait until the last minute to submit a response. It is recommended that suppliers submit responses a minimum of 24 hours prior to the closing deadline. The deadline for submitting information and documents will end at the closing time indicated in the solicitation. All information and documents must be fully entered, uploaded, acknowledged (Confirm) and recorded into BidSync before the closing time or the system will stop the process and the response will be considered late and will not be accepted.

Responses submitted in BidSync are completely secure. No one (including state purchasing staff) can see responses until after the deadline. Suppliers may modify or change their response at any time prior to the closing deadline. However, all modifications or changes must be completed and acknowledged (Confirm) in the BidSync system prior to the deadline. BidSync will post a notice that the modification/change (new offer) has been received. This notice from BidSync MUST be recorded prior to the closing date and time or the response will be considered late and will not be accepted.

Utah Code 46-4-402(2) Unless otherwise agreed between a sender (supplier) and the recipient (State Purchasing), an electronic record is received when: (a) it enters an information processing system that the recipient has designated or uses for the purpose of receiving electronic records or information of the type sent and from which the recipient is able to retrieve the electronic record; and (b) it is in a form capable of being processed by that system.

REQUEST FOR PROPOSAL - INSTRUCTIONS AND GENERAL PROVISIONS

- 1. SUBMITTING THE PROPOSAL:** (a) The Utah Division of Purchasing and General Services

(DIVISION) prefers that proposals be submitted electronically. Electronic proposals may be submitted through a secure mailbox at BidSync (formerly RFP Depot, LLC) (www.bidsync.com) until the date and time as indicated in this document. It is the sole responsibility of the supplier to ensure their proposal reaches BidSync before the closing date and time. There is no cost to the supplier to submit Utah's electronic proposals via BidSync. (b) Electronic proposals may require the uploading of electronic attachments. The submission of attachments containing embedded documents is prohibited. All documents should be attached as separate files. (c) If the supplier chooses to submit the proposal directly to the DIVISION in writing: The proposal must be signed in ink, sealed, and delivered to the Division of Purchasing, 3150 State Office Building, Capitol Hill, Salt Lake City, UT 84114-1061 by the "Due Date and Time." The "Solicitation Number" and "Due Date" must appear on the outside of the envelope. All prices and notations must be in ink or typewritten. Each item must be priced separately. Unit price shall be shown and a total price shall be entered for each item offered. Errors may be crossed out and corrections printed in ink or typewritten adjacent and must be initialed in ink by person signing offer. Unit price will govern, if there is an error in the extension. Written offers will be considered only if it is submitted on the forms provided by the DIVISION. (d) Proposals, modifications, or corrections received after the closing time on the "Due Date" will be considered late and handled in accordance with the Utah Procurement Rules, section R33-3-209. (e) Facsimile transmission of proposals to DIVISION will not be considered.

2. PROPOSAL PREPARATION: (a) Delivery time of products and services is critical and must be adhered to as specified. (b) Wherever in this document an item is defined by using a trade name of a manufacturer and/or model number, it is intended that the words, "or equivalent" apply. "Or equivalent" means any other brand that is equal in use, quality, economy and performance to the brand listed as determined by the DIVISION. If the supplier lists a trade name and/or catalog number in the offer, the DIVISION will assume the item meets the specifications unless the offer clearly states it is an alternate, and describes specifically how it differs from the item specified. All offers must include complete manufacturer=s descriptive literature if quoting an equivalent product. All products are to be of new, unused condition, unless otherwise requested in this solicitation. (c) Incomplete proposals may be rejected. (d) Where applicable, all proposals must include complete manufacturer=s descriptive literature. (e) By submitting the proposal the offeror certifies that all of the information provided is accurate, that they are willing and able to furnish the item(s) specified, and that prices offered are correct. (f) This proposal may not be withdrawn for a period of 60 days from the due date.

3. FREIGHT COST: (a) Where "Freight Cost" is listed as a separate line item, suppliers are to provide product line item pricing FOB Origin Less Freight. On the line item for "Freight Cost" suppliers are to indicate the total freight cost FOB Destination Freight Prepaid, and complete the "Freight Information" document. The DIVISION will analyze freight charges separately from the item cost and determine how the shipment will be routed (either by the supplier, or by the State's carrier). (b) Where there is not a line item for "Freight Cost", suppliers are to provide line item pricing FOB Destination Freight Prepaid. Unless otherwise indicated on the contract/purchase order, shipping terms will be FOB Destination Freight Prepaid.

4. SOLICITATION AMENDMENTS: All changes to this solicitation will be made through written addendum only. Answers to questions submitted through BidSync shall be considered addenda to the solicitation documents. Bidders are cautioned not to consider verbal modifications.

5. PROTECTED INFORMATION: Suppliers are required to mark any specific information contained in their offer which they are claiming as protected and not to be disclosed to the public or used for purposes other than the evaluation of the offer. Each request for non-disclosure must be made by completing the "Confidentiality Claim Form" located at: <http://www.purchasing.utah.gov/contract/documents/confidentialityclaimform.doc> with a specific justification explaining why the information is to be protected. Pricing and service elements of any proposal will not be considered proprietary. All material becomes the property of the DIVISION and may be returned only at the DIVISION's option.

6. BEST AND FINAL OFFERS: Discussions may be conducted with offerors who submit proposals determined to be reasonably susceptible of being selected for award for the purpose of assuring full understanding of, and responsiveness to, solicitation requirements. Prior to award, these offerors may be asked to submit best and final offers. In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by a competing offeror.

7. SAMPLES: Samples of item(s) specified in this offer, brochures, etc., when required by the DIVISION, must be furnished free of expense to the DIVISION. Any item not destroyed by tests may, upon request made at the time the sample is furnished, be returned at the offeror's expense.

8. AWARD OF CONTRACT: (a) The contract will be awarded with reasonable promptness, by written notice, to the responsible offeror whose proposal is determined to be the most advantageous to the DIVISION, taking into consideration price and evaluation factors set forth in the RFP. No other factors or criteria will be used in the evaluation. The contract file shall contain the basis on which the award is made. Refer to Utah Code Annotated 65-56-408. (b) The DIVISION may accept any item or group of items, or overall best offer. The DIVISION can reject any or all proposals, and it can waive any informality, or technicality in any proposal received, if the DIVISION believes it would serve the best interests of the DIVISION. (c) Before, or after, the award of a contract the DIVISION has the right to inspect the offeror's premises and all business records to determine the offeror's ability to meet contract requirements. (d) The DIVISION will open proposals publicly, identifying only the names of the offerors. During the evaluation process, proposals will be seen only by authorized DIVISION staff and those selected by DIVISION to evaluate the proposals. Following the award decision, all proposals become public information except for protected information (see number 5 above). A register of proposals and contract awards are posted at <http://purchasing.utah.gov/vendor/bidtab.html>. (e) Estimated quantities are for bidding purposes only, and not to be interpreted as a guarantee to purchase any amount. (f) Utah has a reciprocal preference law which will be applied against offerors offering products or services produced in states which discriminate against Utah products. For details see Section 63G-6-404 and 63G-6-405, Utah Code Annotated. (g) Multiple contracts may be awarded if the DIVISION determines it would be in its best interest.

9. DIVISION APPROVAL: Contracts written with the State of Utah, as a result of this proposal, will not be legally binding without the written approval of the Director of the DIVISION.

10. DEBARMENT: The CONTRACTOR certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If the CONTRACTOR cannot certify this statement, attach a written explanation for review by the DIVISION.

11. ENERGY CONSERVATION AND RECYCLED PRODUCTS: The contractor is encouraged to offer Energy Star certified products or products that meet FEMP (Federal Energy Management Program) standards for energy consumption. The State of Utah also encourages contractors to offer products that are produced with recycled materials, where appropriate, unless otherwise requested in this solicitation.

12. GOVERNING LAWS AND REGULATIONS: All State purchases are subject to the Utah Procurement Code, Title 63, Chapter 56 Utah Code Annotated 1953, as amended, and the Procurement Rules as adopted by the Utah State Procurement Policy Board (Utah Administrative Code Section R33). These are available on the Internet at www.purchasing.utah.gov.

13. SALES TAX ID NUMBER: Utah Code Annotated (UCA) 59-12-106 requires anyone filing a bid with the state for the sale of tangible personal property or any other taxable transaction under UCA 59-12-103(1) to include their Utah sales tax license number with their bid. For information regarding a Utah sales tax license see the Utah State Tax Commission's website at www.tax.utah.gov/sales. The Tax Commission is located at 210 North 1950 West, Salt Lake City, UT 84134, and can be reached by phone at (801) 297-2200.

(Revision Date: 3 Nov. 2009 - RFP Instructions)

ATTACHMENT A: STATE OF UTAH STANDARD TERMS AND CONDITIONS

1. **AUTHORITY:** Provisions of this contract are pursuant to the authority set forth in 63G-6, Utah Code Annotated, 1953, as amended, Utah State Procurement Rules (Utah Administrative Code Section R33), and related statutes which permit the State to purchase certain specified services, and other approved purchases for the State.
2. **CONTRACT JURISDICTION, CHOICE OF LAW, AND VENUE:** The provisions of this contract shall be governed by the laws of the State of Utah. The parties will submit to the jurisdiction of the courts of the State of Utah for any dispute arising out of this Contract or the breach thereof. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.
3. **LAWS AND REGULATIONS:** The Contractor and any and all supplies, services, equipment, and construction furnished under this contract will comply fully with all applicable Federal and State laws and regulations.
4. **RECORDS ADMINISTRATION:** The Contractor shall maintain, or supervise the maintenance of all records necessary to properly account for the payments made to the Contractor for costs authorized by this contract. These records shall be retained by the Contractor for at least four years after the contract terminates, or until all audits initiated within the four years, have been completed, whichever is later. The Contractor agrees to allow State and Federal auditors, and State Agency Staff, access to all the records to this contract, for audit and inspection, and monitoring of services. Such access will be during normal business hours, or by appointment.
5. **CERTIFY REGISTRATION AND USE OF EMPLOYMENT "STATUS VERIFICATION SYSTEM":** The Status Verification System, also referred to as "E-verify", only applies to contracts issued through a Request for Proposal process, and to sole sources that are included within a Request for Proposal. It does not apply to Invitation for Bids nor to the Multi-Step Process.

5.1 Status Verification System

1. Each offeror and each person signing on behalf of any offeror certifies as to its own entity, under penalty of perjury, that the named Contractor has registered and is participating in the Status Verification System to verify the work eligibility status of the contractor's new employees that are employed in the State of Utah in accordance with UCA Section 63G-11-103.
2. The Contractor shall require that the following provision be placed in each subcontract at every tier: "The subcontractor shall certify to the main (prime or general) contractor by affidavit that the subcontractor has verified through the Status Verification System the employment status of each new employee of the respective subcontractor, all in accordance with Section 63G-11-103 and to comply with all applicable employee status verification laws. Such affidavit must be provided prior to the notice to proceed for the subcontractor to perform the work."
3. The State will not consider a proposal for award, nor will it make any award where there has not been compliance with this Section.
4. Manually or electronically signing the Proposal is deemed the Contractor's certification of compliance with all provisions of this employment status verification certification required by all applicable status verification laws including UCA Section 63G-11-103.

5.2 Indemnity Clause for Status Verification System

1. Contractor (includes, but is not limited to any Contractor, Design Professional, Designer or Consultant) shall protect, indemnify and hold harmless, the State and its officers, employees, agents, representatives and anyone that the State may be liable for, against any claim, damages or liability arising out of or resulting from violations of the above Status Verification System Section whether violated by employees, agents, or contractors of the following: (a) Contractor; (b) Subcontractor at any tier; and/or (c) any entity or person for whom the Contractor or Subcontractor may be liable.
2. Notwithstanding Section 1. above, Design Professionals or Designers under direct contract with the State shall only be required to indemnify the State for a liability claim that arises out of the design professional's services, unless the liability claim arises from the Design Professional's negligent act, wrongful act, error or omission, or other liability imposed by law except that the design professional shall be required to indemnify the State in regard to subcontractors or subconsultants at any tier that are under the direct or indirect control or responsibility of the Design Professional, and includes all independent contractors, agents, employees or anyone else for whom the Design Professional may be liable at any tier.
6. **CONFLICT OF INTEREST:** Contractor represents that none of its officers or employees are officers or employees of the State of Utah, unless disclosure has been made in accordance with 67-16-8, Utah Code Annotated, 1953, as amended.
7. **CONTRACTOR, AN INDEPENDENT CONTRACTOR:** The Contractor shall be an independent contractor, and as such, shall have no authorization, express or implied, to bind the State to any agreements, settlements, liability, or understanding whatsoever, and agrees not to perform any acts as agent for the State, except as herein expressly set forth. Compensation stated herein shall be the total amount payable to the Contractor by the State. The Contractor shall be responsible for the payment of all income tax and social security amounts due as a result of payments received from the State for these contract services. Persons employed by the State and acting under the direction of the State shall not be deemed to be employees or agents of the Contractor.
8. **INDEMNITY CLAUSE:** The Contractor agrees to indemnify, save harmless, and release the State of Utah, and all its officers, agents, volunteers, and employees from and against any and all loss, damages, injury, liability, suits, and proceedings arising out of the performance of this contract which are caused in whole or in part by the acts or negligence of the Contractor's officers, agents, volunteers, or employees, but not for claims arising from the State's sole negligence.
9. **EMPLOYMENT PRACTICES CLAUSE:** The Contractor agrees to abide by the provisions of Title VI and VII of the Civil Rights Act of 1964 (42USC 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age; and Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities. Also, the Contractor agrees to abide by Utah's Executive Order, dated March 17, 1993, which prohibits sexual harassment in the work place.

10. **SEPARABILITY CLAUSE:** A declaration by any court, or any other binding legal source, that any provision of this contract is illegal and void shall not affect the legality and enforceability of any other provision of this contract, unless the provisions are mutually dependent.
11. **RENEGOTIATION OR MODIFICATIONS:** This contract may be amended, modified, or supplemented only by written amendment to the contract, executed by authorized persons of the parties hereto, and attached to the original signed copy of the contract. Automatic renewals will not apply to this contract.
12. **DEBARMENT:** The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract), by any governmental department or agency. If the Contractor cannot certify this statement, attach a written explanation for review by the State. The Contractor must notify the State Director of Purchasing within 30 days if debarred by any governmental entity during the Contract period.
13. **TERMINATION:** Unless otherwise stated in the Special Terms and Conditions, this contract may be terminated, with cause by either party, in advance of the specified termination date, upon written notice being given by the other party. The party in violation will be given ten (10) working days after notification to correct and cease the violations, after which the contract may be terminated for cause. This contract may be terminated without cause, in advance of the specified expiration date, by either party, upon sixty (60) days prior written notice being given the other party. On termination of this contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved services rendered to date of termination.
14. **NONAPPROPRIATION OF FUNDS:** The Contractor acknowledges that the State cannot contract for the payment of funds not yet appropriated by the Utah State Legislature. If funding to the State is reduced due to an order by the Legislature or the Governor, or is required by State law, or if federal funding (when applicable) is not provided, the State may terminate this contract or proportionately reduce the services and purchase obligations and the amount due from the State upon 30 days written notice. In the case that funds are not appropriated or are reduced, the State will reimburse Contractor for products delivered or services performed through the date of cancellation or reduction, and the State will not be liable for any future commitments, penalties, or liquidated damages.
15. **SALES TAX EXEMPTION:** The State of Utah's sales and use tax exemption number is 11736850-010-STC. The tangible personal property or services being purchased are being paid from State funds and used in the exercise of that entity's essential functions. If the items being purchased are construction materials, they will be converted into real property by employees of this government entity, unless otherwise stated in the contract.
16. **WARRANTY:** The Contractor agrees to warrant and assume responsibility for all products (including hardware, firmware, and/or software products) that it licenses, contracts, or sells to the State of Utah under this contract for a period of one year, unless otherwise specified and mutually agreed upon elsewhere in this contract. The Contractor (seller) acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State of Utah apply to this contract. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to this contract unless otherwise specified and mutually agreed upon elsewhere in this contract. In general, the Contractor warrants that: (1) the product will do what the salesperson said it would do, (2) the product will live up to all specific claims that the manufacturer makes in their advertisements, (3) the product will be suitable for the ordinary purposes for which such product is used, (4) the product will be suitable for any special purposes that the State has relied on the Contractor's skill or judgment to consider when it advised the State about the product, (5) the product has been properly designed and manufactured, and (6) the product is free of significant defects or unusual problems about which the State has not been warned. Remedies available to the State include the following: The Contractor will repair or replace (at no charge to the State) the product whose nonconformance is discovered and made known to the Contractor in writing. If the repaired and/or replaced product proves to be inadequate, or fails of its essential purpose, the Contractor will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the State of Utah may otherwise have under this contract.
17. **PUBLIC INFORMATION:** Contractor agrees that the contract, related Sales Orders, and Invoices will be public documents, and may be available for distribution. Contractor gives the State express permission to make copies of the contract, related Sales Orders, and Invoices in accordance with the State of Utah Government Records Access and Management Act (GRAMA). Except for sections identified in writing and expressly approved by the State Division of Purchasing, Contractor also agrees that the Contractor's response to the solicitation will be a public document, and copies may be given to the public under GRAMA laws. The permission to make copies as noted will take precedence over any statements of confidentiality, proprietary information, copyright information, or similar notation.
18. **DELIVERY:** Unless otherwise specified in this contract, all deliveries will be F.O.B. destination with all transportation and handling charges paid by the Contractor. Responsibility and liability for loss or damage will remain with Contractor until final inspection and acceptance when responsibility will pass to the State except as to latent defects, fraud and Contractor's warranty obligations.
19. **ORDERING AND INVOICING:** All orders will be shipped promptly in accordance with the delivery schedule. The Contractor will promptly submit invoices (within 30 days of shipment or delivery of services) to the State. The State contract number and/or the agency purchase order number shall be listed on all invoices, freight tickets, and correspondence relating to the contract order. The prices paid by the State will be those prices listed in the contract. The State has the right to adjust or return any invoice reflecting incorrect pricing.
20. **PAYMENT:** Payments are normally made within 30 days following the date the order is delivered or the date a correct invoice is received, whichever is later. All payments to the Contractor will be remitted by mail unless paid by the State of Utah's Purchasing Card (major credit card).

21. **PATENTS, COPYRIGHTS, ETC.:** The Contractor will release, indemnify and hold the State, its officers, agents and employees harmless from liability of any kind or nature, including the Contractor's use of any copyrighted or un-copyrighted composition, secret process, patented or un-patented invention, article or appliance furnished or used in the performance of this contract.
22. **ASSIGNMENT/SUBCONTRACT:** Contractor will not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this contract, in whole or in part, without the prior written approval of the State.
23. **DEFAULT AND REMEDIES:** Any of the following events will constitute cause for the State to declare Contractor in default of the contract: 1. Nonperformance of contractual requirements; 2. A material breach of any term or condition of this contract. The State will issue a written notice of default providing a ten (10) day period in which Contractor will have an opportunity to cure. Time allowed for cure will not diminish or eliminate Contractor's liability for damages. If the default remains, after Contractor has been provided the opportunity to cure, the State may do one or more of the following: 1. Exercise any remedy provided by law; 2. Terminate this contract and any related contracts or portions thereof; 3. Impose liquidated damages, if liquidated damages are listed in the contract; 4. Suspend Contractor from receiving future solicitations.
24. **FORCE MAJEURE:** Neither party to this contract will be held responsible for delay or default caused by fire, riot, acts of God and/or war which is beyond that party's reasonable control. The State may terminate this contract after determining such delay or default will reasonably prevent successful performance of the contract.
25. **PROCUREMENT ETHICS:** The Contractor understands that a person who is interested in any way in the sale of any supplies, services, construction, or insurance to the State of Utah is violating the law if the person gives or offers to give any compensation, gratuity, contribution, loan or reward, or any promise thereof to any person acting as a procurement officer on behalf of the State, or who in any official capacity participates in the procurement of such supplies, services, construction, or insurance, whether it is given for their own use or for the use or benefit of any other person or organization (63G-6-1002, Utah Code Annotated, 1953, as amended).
26. **CONFLICT OF TERMS:** Contractor Terms and Conditions that apply must be in writing and attached to the contract. No other Terms and Conditions will apply to this contract including terms listed or referenced on a Contractor's website, terms listed in a Contractor quotation/sales order, etc. In the event of any conflict in the contract terms and conditions, the order of precedence shall be: 1. Atth. A: State of Utah Standard Terms and Conditions; 2. State of Utah Contract Signature Page(s); 3. State Additional Terms and Conditions; 4. Contractor Terms and Conditions.
27. **ENTIRE AGREEMENT:** This Agreement, including all Attachments, and documents incorporated hereunder, and the related State Solicitation constitutes the entire agreement between the parties with respect to the subject matter, and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written. The terms of this Agreement shall supersede any additional or conflicting terms or provisions that may be set forth or printed on the Contractor's work plans, cost estimate forms, receiving tickets, invoices, or any other related standard forms or documents of the Contractor that may subsequently be used to implement, record, or invoice services hereunder from time to time, even if such standard forms or documents have been signed or initialed by a representative of the State. The parties agree that the terms of this Agreement shall prevail in any dispute between the terms of this Agreement and the terms printed on any such standard forms or documents, and such standard forms or documents shall not be considered written amendments of this Agreement.

(Revision date: 3 Nov. 2009)

REQUEST FOR PROPOSAL***Integrated Marketing and Public Relations Firm
To Represent the Utah Office of Tourism in the United Kingdom*****Governor's Office of Economic Development (GOED)
Utah Office of Tourism (UOT)****Solicitation # NO10023****PURPOSE OF REQUEST FOR PROPOSAL (RFP)**

The purpose of this request for proposal is to enter into a contract with an integrated marketing and public relations firm (FIRM) to work as a collaborative partner in the development, implementation, and evaluation of a comprehensive public relations and marketing campaign to promote the State of Utah as a tourism destination in the United Kingdom (UK). The Office of Tourism is part of the State of Utah Governor's Office of Economic Development. It is anticipated that this RFP may result in a 'single' contract award.

This RFP is designed to provide interested Firms with sufficient basic information to submit proposals meeting minimum requirements, but is not intended to limit a proposal's content or exclude any relevant or essential data. Firms are at liberty and are encouraged to expand upon the specifications to evidence service capability under any agreement.

BACKGROUND

Salt Lake City's successful hosting of the 2002 Olympic Winter Games put Utah's mountains, ski resorts and Olympic venues on the global map. The State's post Olympic efforts continue to focus on introducing the world to The Greatest Snow on Earth® and to highlighting Salt Lake City as a gateway to exciting year-round travel and recreation.

From urban excitement to tranquil desert solitude, Utah offers a variety of unmatched travel choices and recreational activities. The unique landscapes of five national parks (Zion, Bryce Canyon, Arches, Canyonlands and Capitol Reef) and other public and private lands provide unrivalled settings for a variety of sightseeing and outdoor recreation opportunities such as camping, hiking, mountain biking, horseback riding, bird watching, golfing, fishing and rafting. Utah is home to 13 world-class winter resorts featuring The Greatest Snow on Earth® with unparalleled ease of access.

In 2006, the Utah Office of Tourism officially launched Utah's new "Life Elevated" brand. Capturing the essence and diversity of Utah, the new slogan, logo and other brand elements will be used to promote arts, culture and travel to out-of-state and international visitors. For a snapshot overview of Utah's diverse business climate visit <http://business.utah.gov/> and click on the Utah, State of Opportunity video on the home page, in addition to, exploring the Utah Office of Tourism's Web site <http://utah.travel/>.

ISSUING OFFICE AND RFP REFERENCE NUMBER

The State of Utah Division of Purchasing is the issuing office for this document and all subsequent addenda relating to it, on behalf of the Governor's Office of Economic Development

(GOED). The reference number for the transaction is Solicitation #**NO10023**. This number must be referred to on all proposals, correspondence, and documentation relating to the RFP.

SUBMITTING YOUR PROPOSAL

Proposals must be received by the posted due date and time. Proposals received after the deadline will be late and ineligible for consideration.

The preferred method of submitting your proposal is electronically through BidSync (formerly RFP Depot.) However, if you choose to submit hard copies, one original and four (4) identical copies of your proposal must be received at the State of Utah Division of Purchasing, 3150 State Office Building, Capitol Hill, PO Box 141061, Salt Lake City, Utah 84114-1061.

When submitting a proposal electronically through BidSync, please allow sufficient time to complete the online forms and upload documents. The solicitation will end at the closing time listed in the RFP. If you are in the middle of uploading your proposal at the closing time, the system will stop the process and your proposal will not be received by the system.

Electronic proposals may require uploading of electronic attachments. BidSync's site will accept a wide variety of document types as attachments. However, the submission of documents containing embedded documents (zip files), mov, wmp, and mp3 files are prohibited. All documents should be attached as separate files.

LENGTH OF CONTRACT

The Contract resulting from this RFP will begin July 1, 2010 and may be renewed on an annual fiscal year basis (July 1 through June 30) year-to-year for up to four (4) additional years at the State's discretion and by mutual agreement.

PRICE GUARANTEE PERIOD

All pricing must be guaranteed for one (1) year. Following the guarantee period, any request for price adjustment must be for an equal guarantee period, and must be made at least 30 days prior to the effective date. Requests for price adjustment must include sufficient documentation supporting the request. Any adjustment or amendment to the contract will not be effective unless approved by the State Director of Purchasing. The State will be given the immediate benefit of any decrease in the market, or allowable discount.

STANDARD CONTRACT TERMS AND CONDITIONS

Any contract resulting from this RFP will include, but not be limited to, the States standard terms and conditions.

QUESTIONS

All questions must be submitted through BIDSYNC (formerly RFP Depot.) Answers will be given

via the BIDSYNC site.

DISCUSSIONS WITH OFFERORS (ORAL PRESENTATION)

An oral presentation by a Firm to clarify a proposal may be required at the sole discretion of the State. However, the State may award a contract based on the initial proposals received without discussion with the Firm. If oral presentations are required, they will be scheduled after the submission of proposals. Oral presentations will be made at the Firm's expense.

PROTECTED INFORMATION

The Government Records Access and Management Act (GRAMA), Utah Code Ann., Subsection 63G-2-305, provides in part that:

the following records are protected if properly classified by a government entity:

(1) trade secrets as defined in Section 13-24-2 if the person submitting the trade secret has provided the governmental entity with the information specified in Section 63G-2-309 (Business Confidentiality Claims);

(2) commercial information or non-individual financial information obtained from a person if:

(a) disclosure of the information could reasonably be expected to result in unfair competitive injury to the person submitting the information or would impair the ability of the governmental entity to obtain necessary information in the future;

(b) the person submitting the information has a greater interest in prohibiting access than the public in obtaining access; and

(c) the person submitting the information has provided the governmental entity with the information specified in Section 63G-2-309;

** * * * **

(6) records the disclosure of which would impair governmental procurement proceedings or give an unfair advantage to any person proposing to enter into a contract or agreement with a governmental entity, except that this Subsection (6) does not restrict the right of a person to see bids submitted to or by a governmental entity after bidding has closed;

GRAMA provides that trade secrets, commercial information or non-individual financial information may be protected by submitting a Claim of Business Confidentiality.

To protect information under a Claim of Business Confidentiality, the offeror must:

1. provide a written Claim of Business Confidentiality *at the time the information (proposal) is provided to the state*, and
2. include a concise statement of reasons supporting the claim of business confidentiality (Subsection 63G-2-309(1)).
3. submit an electronic "redacted" (excluding protected information) copy of your proposal response. Copy must clearly be marked "Redacted Version."

A Claim of Business Confidentiality may be appropriate for information such as client lists and non-public financial statements. Pricing and service elements may not be protected. An entire proposal may not be protected under a Claim of Business

Confidentiality. The claim of business confidentiality must be submitted with your proposal on the form which may be accessed at:

<http://www.purchasing.utah.gov/contract/documents/confidentialityclaimform.doc>

To ensure the information is protected, the Division of Purchasing asks the offeror to clearly identify in the Executive Summary and in the body of the proposal any specific information for which an offeror claims business confidentiality protection as "PROTECTED".

All materials submitted become the property of the state of Utah. Materials may be evaluated by anyone designated by the state as part of the proposal evaluation committee. Materials submitted may be returned only at the State's option.

DETAILED SCOPE OF WORK

Throughout the term of the contract, the tasks of the contractor will be conducted in close consultation with the OFFICE Travel Trade Program Manager. Tasks shall include but not be limited to the following:

A. Representing the State of Utah Office of Tourism (OFFICE):

1. Increase traveler awareness of Utah in the United Kingdom through consumer/trade media, consumer/trade travel shows, sales missions, familiarization tours, training seminars, internet activities and other relevant projects.
2. Develop and maintain a travel trade and media database management system to effectively manage the program's ability to maintain key relationships in the British market.
3. Leverage Utah's representation budget with compatible partners.
4. Provide travel trade/media and consumer support in the United Kingdom, fulfilling travel trade, consumer and media requests for information, resources, contacts and collateral.

B. Interaction with OFFICE:

1. Communicate with and assist OFFICE on a regular basis. Provide written travel trade and media monthly updates and conduct minimum of one (1) monthly telephone conference. Media report including media values must be received by the first Tuesday of the month to be included in the Governor's Balanced Scorecard.
2. Provide annual inventory of major British tour operators sending business to Utah. Summary should include (1) key contacts and positions, company names, addresses, phone, fax, email and website information and (2) an analysis of Utah tours or tour products currently promoted by major tour operators.

3. Advise OFFICE on companies that demonstrate potential for increasing or developing new tour product to Utah. Provide action plan for the introduction of Utah to the UK travel trade.
4. Provide annual list of UK media who show potential for developing Utah stories/features. List should include (1) key contacts and positions, company names, addresses, phone, fax, email and Web site information and (2) a detail profile of the publication and its audience.
5. Assist, when requested, with in-market visits by OFFICE staff or Utah suppliers.
6. Attend annual Utah Tourism Conference in May and participate in its international marketing presentation.

C. Specific OFFICE projects in the United Kingdom market:

1. Field and fulfill requests for information from tour operators, travel agencies, travel trade partners, consumers and media.
2. Maintain supply and inventory of Utah UK Holiday Guide for individual and bulk mailings. Monthly report should contain supply count.
3. Forward trade and media leads to designated OFFICE representative in Utah.
4. Create, with the approval of OFFICE, minimum of three (3) specific qualified travel trade marketing promotions focusing on (a) stimulating interest in Utah's niche outdoor activity opportunities, (b) increasing winter sports traffic and (c) discretionary, undefined tour operator co-op project.
5. Assist in acquiring and coordinating appointments for Utah with appropriate travel trade/media at World Travel Market 2010 and conduct show follow-up. Provide background information on scheduled appointments.
6. Recruit qualified participants for a minimum of two (2) media group familiarization tours to Utah – each with minimum four (4) participants - at the direction of OFFICE - to showcase the best of Utah recreational opportunities, destinations, culture and lifestyle. It is anticipated that these tours will involve one summer and winter program.
7. Recruit qualified participants for a minimum of two (2) individual media familiarization tours to Utah at the direction of OFFICE. Ensure that positive story ideas are pitched to the most effective media outlets and create a good rate of return in media exposure for familiarization tours.
8. Conduct post-familiarization tour evaluations.
9. Work with OFFICE to develop a UK dedicated Utah Web site.
10. Create and distribute two Utah newsletters to key travel trade and media outlets.
11. Provide clipping service and report on Utah coverage in the UK press.

PROPOSAL REQUIREMENTS AND COMPANY QUALIFICATIONS

1. Briefly describe the origin and philosophy of your FIRM, including the number of years in business. Please include what qualities within this philosophy and company structure make your FIRM the right choice for Utah.
2. List your 'current' active clients, the date of their acquisition and the name and email of the managing contact responsible for evaluating performance.
3. Provide brief biographies including relevant work experience of person/s that will be specifically responsible for completing the trade and media efforts of this work agreement. We would encourage the biographies include personal interests.
4. Discuss unique experience/knowledge/qualifications of Firm's staff in regards to Utah/USA product knowledge in one page or less.
5. Develop your perfect Utah winter and summer itineraries that you might suggest be introduced to a tour operator product manager. State why you have recommended the various attraction and destination stops.
6. Outline in detail the key elements of Utah's tourism product. Explain what your company perceives as Utah's unique selling points and include any challenges anticipated. Explain how your FIRM would embrace both.
7. Detail the process by which your FIRM solicits travel trade/media participation for FAMS and the criteria for qualifying journalists/agents. Please explain which specialist media you would consider targeting and why.
8. Outline any strong relationships you enjoy within the travel industry that could bring benefits to Utah.
9. Describe what your FIRM might do to stimulate consumer awareness in the United Kingdom through partnerships within or outside the travel industry to enhance brand awareness of Utah.
10. Provide an example of a successful marketing promotion your FIRM has developed for a client that resulted in widespread exposure and illustrates clear return on the investment.
11. Describe what your FIRM would do to maximize OFFICE appointments for Go West Summit, World Travel Market, International Pow Wow and any other shows attended by Utah. What other travel trade or consumer shows would you recommend Utah join?
12. Provide examples of ways in which you communicate your clients' messages to the travel trade and media, i.e. newsletters, e-mail blasts, social media, etc.
13. Provide letters of recommendations, honoraria or any other relevant information.

DELIVERABLES

The FIRM will provide a detailed business marketing plan, including timeline, budget, press ideas, promotional materials and events.

The FIRM will submit monthly progress reports to the OFFICE Travel Trade Program Manager with measurable outcomes.

The FIRM will cooperate with state auditors or other oversight bodies as authorized by State laws.

PROPOSAL REQUIREMENTS AND COMPANY QUALIFICATIONS**Proposal Requirements**

Interested firms should submit a proposal to accomplish the Scope of Work. Proposals should include a sample budget for the campaign and detail all costs and any associated costs.

Company Qualifications

Demonstrated experience and expertise in tourism development arenas.

Current public relations work in the UK media markets including demonstrated success placing stories in leading British media outlets.

Demonstrated experience developing and staging events in the United Kingdom.

Illustrated assigned trade and public relations specialists' knowledge and ability to provide aggressive Utah UK representation with great return on investment.

References

Provide letters of recommendations, honoraria or any other relevant information.

Provide OFFICE with key press contact that your FIRM has worked with recently that OFFICE might contact to discuss FIRM's performance.

STATE OF UTAH - OFFICE RESPONSIBILITIES

The OFFICE Travel Trade Program Manager will work with the FIRM to establish the general marketing and public relations plan and budget.

OFFICE will review and approve each segment of the campaign in advance of deployment.

OFFICE will facilitate interaction with local/regional tourism offices throughout Utah as needed.

PROPOSAL RESPONSE FORMAT

All proposals must be organized and tabbed with labels for the following headings:

1. **RFP Form.** The State's Request for Proposal form completed and signed.
2. **Executive Summary.** The one or two page executive summary is to briefly describe the Firm's proposal. This summary should highlight the major features of the proposal. It must indicate any requirements that cannot be met by the FIRM. The reader should be able to determine the essence of the proposal by reading the executive summary. Protected information requests should be identified in this section.
3. **Detailed Response.** This section should constitute the major portion of the proposal and must contain at least the following information:
 - A. Provide a complete narrative of the FIRM's assessment of the work to be performed, the FIRM's ability and approach, and the resources necessary to fulfill the requirements.

This should demonstrate the FIRM's understanding of the desired overall performance expectations. Clearly indicate any options or alternatives proposed.
 - B. A specific point-by-point response, in the order listed, to each item in the RFP.
4. **Cost Proposal.** Cost will be evaluated independently from the technical proposal. Please enumerate all costs on the attached Cost Proposal Form. Any costs incurred by Contractor's visits to Utah and FAM tours will be negotiated and paid on cost reimbursement basis.

PROPOSAL EVALUATION CRITERIA

A committee will evaluate proposals against the following weighted criteria. Each area of the evaluation criteria must be addressed in detail in proposal.

WEIGHT EVALUATION CRITERIA

- | | |
|------|--|
| 45 % | Demonstrated ability to meet Scope of Work |
| 35 % | Qualification and expertise of staff proposed for this project |
| 10 % | Detailed Budget (Provide quality program and value for money) |
| 5% | Proposal Requirements |
| 5% | Performance References |

COST PROPOSAL – SOLICITATION NUMBER NO10023**Bidder Name:**

Cost is to be submitted based on a budget of up to **\$85,000** and the following criteria:

Monthly Fees for \$_____

Representing Utah Office of Tourism (OFFICE) including:

- Fielding consumer, travel trade and media requests
- Fulfilling consumer, travel trade and media requests
- Maintaining supply of Utah collateral
- Maintaining consumer, travel trade and media contact databases
- Building relationships with partners to leverage budget

Monthly Fees for \$_____

Interaction with Utah Office of Tourism (OFFICE) including:

- Report on regular basis via requested formats
- Provide trade and media leads to designated OFFICE representative
- Provide annual inventory of tour operators sending business to Utah
- Provide annual list of UK media with Utah story/feature potential
- Advise OFFICE on new market developments
- Assist with trade shows, sales missions, seminars and OFFICE visits
- Provide Utah press clippings
- Participate in Utah based international presentation - Utah Tourism Conference

Specific Project Fees for \$_____

Utah Office of Tourism (OFFICE) including:

- Create, with approval of OFFICE, minimum of three (3) specific travel trade marketing promotions focusing on (a) stimulating interest in Utah's niche outdoor activity opportunities, (b) increasing winter sports traffic and (c) discretionary, undefined tour operator co-op project.
- Coordinate Utah 2010 World Travel Market trade/media appointment schedule
- Plan and facilitate two (2) media group tours (Air fare included.)
- Plan and facilitate a minimum of two (2) individual media tours (Air fare included.)
- Conduct post-FAM evaluations
- Create and distribute two (2) Utah newsletters
- Work with OFFICE to develop dedicated UK Utah website
- Work with OFFICE to develop social media program

Hard Costs for \$_____

Maintaining Utah Office of Tourism (OFFICE) account including:

- Mailing House Fees
- Literature Storage Fee
- Postage
- Photo Reproductions
- Miscellaneous

TOTAL COST: **\$85,000**

Any Subcontractors used by Firm must be identified and their costs included. All payment of Subcontractors is the responsibility of Firm.

(Deviation from this format may result in disqualification)

RFP Evaluation Score Sheet

TO REPRESENT UTAH OFFICE OF TOURISM IN THE UNITED KINGDOM

SOLICITATION # NO10023
RFP EVALUATION SCORE SHEET

Firm Name: _____

Evaluator: _____

Date: _____

Score will be assigned as follows:

- 0 = Failure, no response
 1 = Poor, inadequate, fails to meet requirement
 2 = Fair, only partially responsive
 3 = Average, meets minimum requirement
 4 = Above average, exceeds minimum requirement
 5 = Superior
-

		Score (0-5)	Weight	Points
1. Demonstrated Ability to meet Scope of Work (45 points possible)				
Relevant Marketing Experience	30 points possible		X 6	
Utah/USA Product Knowledge	15 points possible		X 3	
2. Qualification and Expertise of Staff (35 points possible)				
Proven Suitability of Dedicated Staff Member/Members for Utah Account	15 points possible		X 3	
Utah Itinerary Development - Utah USPs and Challenges	20 points possible		X 4	
3. Detailed Budget – Provide Quality Program and Value for Money (\$85,000) (10 points possible)	10 points possible		X 2	
4. Proposal Requirements (5 points possible)	5 points possible		X 5	
5. Performance References for Similar Projects (5 points possible)	5 points possible		X 5	
TOTAL EVALUATION POINTS	(100 points possible)		Total	

Question and Answers for Bid #NO10023 - Integrated Marketing and PR Firm to Represent Utah Office of Tourism in the UK

OVERALL BID QUESTIONS

There are no questions associated with this bid. If you would like to submit a question, please click on the "Create New Question" button below.

Question Deadline: Mar 16, 2010 3:00:00 PM MDT