

**NEW HAMPSHIRE OFFICIAL VISITORS GUIDE
AND SUPPORTING PUBLICATIONS
REQUEST FOR PROPOSALS**

Issue Date: January 26, 2007

Title: New Hampshire Visitors Guide and Supporting Publications

Issuing Agency: State of New Hampshire
Department of Resources and Economic Development
Division of Travel & Tourism Development
172 Pembroke Road
PO Box 1856
Concord, NH 03302-1856

Pre-Proposal
Conference
(Required): Wednesday, February 7, 2007
2:00 p.m.
DRED Conference Room (address as above)

Period of Contract: July 1, 2007 through June 30, 2009 (renewable through
June 30, 2011)

Proposal Deadline: 3:00 p.m.
March 9, 2007
**Proposal must be received at DRED not later than 3:00 p.m.*

**ALL PROPOSALS MUST BE LABELED: "PROPOSAL – OFFICIAL NH VISITORS
GUIDE AND SUPPORTING PUBLICATIONS"**

All inquiries for information should be directed to:
Henry Goode, Deputy Director
Phone: (603) 271-2665 FAX: (603) 271-6870

If proposals are mailed, send directly to issuing agency shown above. If proposals are hand-delivered, deliver to receptionist at DRED office, 172 Pembroke Road, Concord.

A. STATEMENT OF PURPOSE AND INTENT

The purpose and intent of this Request for Proposal (RFP) is to enter into a contract for a period of two years (July 1, 2007-June 30, 2009) with an option to renew through June 30, 2011 upon the agreement of both parties and the Governor and Executive Council for the production, from concept and design through layout, advertising sales, web advertising sales, sponsorships, editorial, typesetting, proofing, printing, poly-bagging and bulk shipping of two New Hampshire Visitors Guides, 2008/09 and 2009/10, one In-State Visitors Handbook and one New Hampshire State Parks Guide.

The New Hampshire Visitors Guide is the official travel guide for the State of New Hampshire. It is the primary fulfillment piece and travel guide for potential visitors to New Hampshire. Its intended audience is vacationers, business travelers and other potential visitors to the state. Visitors are encouraged in advertising campaigns and on the visitnh.gov website to order the Visitors Guide to help in their vacation planning. Approximately 130,000 Visitors Guides are distributed each year.

The New Hampshire Division of Travel and Tourism Development will also develop at a minimum two new publications, an In-State Visitors Handbook and a New Hampshire State Parks Guide. These “supporting publications” are intended to serve as information sources once the visitor has arrived in New Hampshire.

Quantities for FY2008 publications are as follows:

2008/09 NH Visitors Guide...	150,000
In-State Visitors Handbook.....	130,000
NH State Parks Guide.....	75,000

Quantities for FY2009 publications are as follows:

2009/10 NH Visitors Guide.....	150,000
In-State Visitors Handbook (<i>reprint</i>)	130,000
NH State Parks Guide (<i>reprint</i>)...	75,000

The 2009/2010 NH Visitors Guide will be a new publication. The FY2009 Visitors Handbook and Parks Guide will be reprints of the FY2008 publications if required.

B. BACKGROUND INFORMATION

1.0 History

Travel and tourism is one of the State's leading industries and a major revenue producer for the New Hampshire government. In an effort to draw more visitors, and provide comprehensive, accurate, and timely information, the NH Visitors Guide has been produced, typically annually, highlighting the scenic beauty of the state, as well as its events attractions, art, history, heritage, dining and accommodations. Travel and Tourism is committed to building and maintaining relationships with public and private partners that will strengthen the state's economic potential, and support the quality of life for which New Hampshire is known.

The NH Visitors Guide contains paid advertising from the travel industry and other tourism related business.

The current New Hampshire fulfillment package includes a state map and the NH Visitors Guide (two pieces total), inserted into a 13" x 10" clear poly bag with seam in back and mailed at either bulk or first class rate.

In response to demand for an information source once the visitor has arrived in New Hampshire, the NH DTTD will produce two supplementary publications. A Handbook for in-state distribution will highlight regional information, driving tours, downtowns and small towns, scenic highways, children's activities and travel themes. A NH State Parks Guide, primarily for in-state distribution, will contain detailed information about the State's Parks. Both of these publications will provide sponsorship opportunities.

2.0 Terms and Definitions

1.0 Term – The contract shall be effective for a period commencing on Governor and Council approval (no later than July 1, 2007), and shall end June 30, 2009, with the option to renew the contract for an additional two years upon written consent of both parties and approval by the Governor and Executive Council.

2.0 Standard Terms, Definitions

- a) "Offeror" refers to any individual, corporation, partnership, or agency that responds in writing, to the RFP.
- b) "Contractor" refers to the offeror under this Request for Proposal (RFP) with which the Division of Travel and Tourism Development (DTTD) negotiates a contract. The terms of this RFP referring to "Contractor" represent contract terms that will be a part of the final contract.
- c) "NH Visitors Guide" refers to the annual New Hampshire Visitors Guide.

- d) “Supporting Publications” refers to the In-State Visitors Handbook and New Hampshire State Parks Guide.
- e) The State of New Hampshire (State), Division of Travel & Tourism Development, a division of the Department of Resources and Economic Development (DRED), has issued and is responsible for this RFP. DRED will enter into the resulting contract on behalf of the State, upon approval by the Governor and Executive Council (“G&C”).
- f) The “Contract” is the resulting contract entered into between DRED and the successful offeror.
- g) 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.
- h) The State may terminate the Contract without cause by giving the Contractor sixty (60) days written notice before the effective termination date.
- i) If for any reason, the Contractor fails to make a delivery date, the Contractor shall be assessed a “failure to perform” fee of \$1,000.00 per week, or portion thereof, until the production, revision or delivery date is met.

If the Contractor foresees an event beyond its reasonable and normal control and properly notifies the Division of Travel and Tourism of such event – in writing – the Contractor shall be allowed to exceed a production, revision or delivery date with no “failure to perform” fee assessed.

C. MARKETING STRATEGY

1. Promotion

Domestically, DTTD promotes New Hampshire in New England as well as the New York and Philadelphia Designated Marketing Areas (DMAs). Internationally, in the United Kingdom, Germany, France, Ireland, and Canada (Quebec, Ontario and the Maritimes) New Hampshire is promoted primarily in partnership with Discover New England, a collaboration of all six New England states.

Our traditional target demographics, which have proven lucrative for New Hampshire are: Primary - Women, 25-54, Household Incomes of \$75,000+, traveling with children; Secondary - Adults 50-69, Household Incomes of \$75,000+, traveling without children, independently or with a group.

Methods of researching and ‘buying’ travel are constantly evolving. DTTD recognizes that new technologies present the opportunity to utilize interactive applications, however there remains a significant demand for printed fulfillment pieces.

The Visitors Guide and supporting publications offer the opportunity to portray New Hampshire's authentic natural, cultural, and historic character through imagery and a series of editorial features.

2. Fulfillment and Customer Service

The Division contracts with USA 800, a 24 hour 7 days per week customer contact and fulfillment center to fulfill requests for the NH Visitors Guide that are generated by the State's advertising. Requests are received via an online order form on www.visitnh.gov, e-mail, a dedicated 800# and publisher reader response vehicles.

D. SCOPE OF WORK

1. Scope

The Contractor shall be responsible for the production, from concept and design through layout, advertising sales, web advertising sales, sponsorships, editorial, typesetting, proofing, printing, poly-bagging and bulk shipping of two New Hampshire Visitors Guides, 2008/09 and 2009/10, one In-State Visitors Handbook and one New Hampshire State Parks Guide.

The Contractor shall publish the 2008/09 edition and the 2009/10 edition of the New Hampshire Visitors Guide in accordance with the guidelines established by the State. The NH Visitors Guide shall consist of no less than 100 pages editorial content and listings, plus front cover and two (2) page gatefold map off back cover, all of which shall be reserved for State use for editorial comment and free listings. Any additional pages will be for advertisements. The 2008/2009 NH Visitors Guide must be delivered as specified on or before May 15, 2008. The 2009/10 NH Visitors Guide must be delivered as specified on or before May 15, 2009.

In addition to the NH Visitors Guide, the Contractor shall publish one In-State Visitors Handbook, and one NH State Parks Guide. A first shipment of the In-State Visitors Handbook and the NH State Parks Guide shall be delivered on or before May 15, 2008. A reprint of the In-State Visitors Handbook and the NH State Parks Guide shall be delivered on or before May 15, 2009. The In-State Visitors Handbook and the NH State Parks Guide shall each be no less than 40 pages, unless some other format is agreed to and approved in writing by DTTD. DTTD, under Contractor's counsel, may determine that the In-State Visitors Handbook and/or NH State Parks Guide will be produced in a different format than specified above. If a different format is chosen, the Contractor shall be notified 120 days in advance of the delivery date. New specifications shall be agreed to in writing by DTTD. Should a format change result in a change of cost, it shall be agreed to in writing.

Contractor will supply DTTD with all mechanicals/digital files or other equivalents produced under this Agreement, which shall remain the property of the State of New Hampshire, who shall hold any and all copyrights to the same. Notwithstanding the

foregoing rights, title and interest in material belonging to others (e.g. photography, illustration, art work, etc.) that are incorporated in work developed by the Contractor shall be granted to the State of New Hampshire only to the extent that such rights, title and interest are negotiated with the holder of said rights, title and interest.

2. Contractor's Responsibilities

Concept, Design, Layout, Typesetting, Proofing

- a. The Contractor shall be responsible for the development and production, under the guidance and approval of the State, of the 2008/09 New Hampshire Visitors Guide, the 2009/10 New Hampshire Visitors Guide, the In-State Visitors Handbook and the NH State Parks Guide.
- b. The Contractor shall be responsible for all technical production (from concept and design through layout, editorial, typesetting, proofing, printing, bagging and bulk shipping) with final shipping quantities and locations to be provided by DTTD.
- c. DTTD and the Contractor shall develop a working schedule for all aspects of the 2008/09 Visitors Guide, 2009/10 Visitors Guide, In-State Visitors Handbook, and New Hampshire State Parks Guide. Such working schedule shall be agreed to in writing by DTTD and Contractor.
- d. The Contractor shall provide space for listings, including names, location, phone number, and web site, as well as additional pages for editorial that reflect the State's marketing efforts. These pages are considered part of the State's editorial space and must be subsidized by display ad sales. The State shall be responsible for determining which categories of business qualify for free listings.
- e. The Contractor shall include a State-approved two (2) page gatefold highway map off back cover.
- f. The Contractor shall provide draft laser page proofs of copy for initial proofing.
- g. The Contractor shall submit full sets of laser proofs at each production stage.
- h. The Contractor shall submit sample covers and layout designs and production schedule.
- i. The Contractor shall number all pages in the Visitors Guide and match all editorial items listed in the Table of Contents with the correct page numbers in the Visitors Guide.
- j. The Contractor shall work with DTTD on the development of all editorial copy, layout designs, and selection of photography. Final approval shall be obtained from DTTD.
- k. The Contractor will negotiate photographer usage fees.

- l. Primary subcontractors to be used, including printer, shall be supplied in writing to DTTD by the Contractor. Any change in the printing or other primary subcontractors shall be subject to approval by DTTD, which approval shall not be unreasonably withheld.
- m. All ads must be professionally typeset and scripted (i.e. typewriter copy and photocopied images are not considered camera-ready acceptable).
- m. Upon completion of this contract or termination of this contract, DTTD shall retain all rights of ownership to all materials, name of the magazine, copyright, layouts, designs, random and composite films, color proofs and the established advertising base developed in conjunction with the NH Visitors Guide(s)/supporting publications and this Agreement.

The Contractor shall comply with all the following technical specifications for the New Hampshire Visitors Guide(s).

TRIM SIZE: 8" wide x 10 ¾" high

QUANTITY: 150,000 copies each year

PAGES: minimum 100 pages plus front cover and two (2) page gatefold state map off the back cover, and additional pages for advertising with no limits of advertising.

ART: digital input all copy and headlines. Select type styles, scan in photography and furnish color laser proofs.

BINDING: perfect binding.

PAPER STOCK: paper stock shall be at a minimum a 40 lb. coated text, #5 grade sheet for interior pages and a 100 lb. coated text #2 grade sheet paper stock varnished for the cover. Final paper stock shall be determined by the Contractor and DTTD, taking into account mailing weight of the publications to ensure total package weight does not exceed 15.8 ounces.

TYPE: selections that express the graphic image of the guide. Final approval of typesyles shall be obtained from DTTD.

INK: four-color process on cover and four-color process throughout text. Allow for bleeds, screens and areas of solid coverage.

COLOR SCANS: four-color scans are to be made from transparencies or reflective art. All four-color subjects are to be reproduced with no less than 133-line screen and no more than 150-line screen.

PROOFS: first pass laser page proofs, second pass laser page proofs, iris proofs, and other suitable proofing methodologies.

PACKAGING: NH Visitors Guide to be packaged in bundles of 20 with double plastic strapping and shrink-wrap. A sample package “strapped and shrink-wrapped” bundle is to be provided to DTTD for testing and approval prior to the bindery process. Any alternative packaging specifications shall be approved by DTTD in writing.

- n. The Contractor shall comply with all the following technical specifications for the New Hampshire In-State Visitors Handbook and NH State Parks Guide.

TRIM SIZE: 5” wide x 7” high

QUANTITY: 130,000 copies each year of the In-State Visitors Handbook and 75,000 copies each year of the NH State Parks Guide.

PAGES: each 40 pages with a 4 page cover

BINDING: perfect stitch, saddle stitch or other method recommended by Contractor, as selected by DTTD.

PAPER STOCK: paper stock shall be at a minimum a 45 lb. coated sheet grade sheet for interior pages and a 100 lb. Somerset Matte for the cover. Final paper stock shall be determined by the Contractor and DTTD.

TYPE: selections that express the graphic image of the guide. Final approval of typeset styles shall be obtained from DTTD.

INK: four-color process on cover and four-color process throughout text. Allow for bleeds, screens and areas of solid coverage.

COLOR SCANS: four-color scans are to be made from transparencies or reflective art. All four-color subjects are to be reproduced with no less than 133-line screen and no more than 150-line screen.

PROOFS: first pass laser page proofs, second pass laser page proofs, iris proofs, and other suitable proofing methodologies.

In its discretion, DTTD may determine, in consultation with Contractor, that the In-State Visitors Handbook and NH State Parks Guide may be produced in a different format than specified above. Any changes to these specifications shall be made in writing, and will be contingent upon confirmation by Contractor that the obligated contract amount is sufficient to cover any increase in cost as a result of changes in specifications.

Copywriting/Editorial

- a. Contractor’s staff shall be responsible for incorporating all listing material and keeping all listings current in accordance with input from the State.

- b. In accordance with the direction of the State, the Contractor shall be responsible for developing and writing all editorial copy and feature materials.
- c. The Contractor shall be responsible for coordination of contributing writers/editorial.
- d. The Contractor shall coordinate no less than five feature stories.
- e. DTTD's 100 page section shall include a listing of every lodging property, its location, phone number, and website.
- f. The Contractor shall deliver editorial content, excluding free listings via digital format for each publication.
- g. Contractor shall be responsible for the initial direct mailing to all potential NH Visitors Guide/supporting publications customers to request updates of information on existing free listings, i.e. attractions, State Parks, accommodations and other travel related services, in a timely manner and in accordance with mutually agreed upon production schedules.

Advertising/Sponsorship Sales

- a. Contractor shall sell display advertisements in the NH Visitors Guide.
- b. There shall be no advertising in the In-State Visitors Handbook or the NH State Parks Guide. However, Contractor may secure appropriate sponsorships for both publications.
- c. Contractor shall sell online advertising for www.visitnh.gov. Placement options for such advertising shall be provided by DTTD.
- d. The Contractor shall develop and provide a media kit and rate card, which may reflect packaged pricing options. DTTD reserves the right to inspect and approve all advertising sales materials, media releases and other publicity/marketing items relating to the NH Visitors Guide when DTTD's name is mentioned or language, signs, markings or symbols are used, inferred or implied to represent DTTD. DTTD will review said items within five (5) business days of receipt.
- e. The Contractor shall only be permitted to charge the advertising and sponsorship rates approved in writing by DTTD.
- f. The Contractor shall be responsible for all aspects of marketing, billing and collections and all other activities in association with the selling of advertisements/sponsorships for the NH Visitors Guide, supporting publications and website. All revenues relating to the sale of advertisements/sponsorships shall be utilized by Contractor for calculating the credit to be received by DTTD.

- g. The Contractor shall solicit advertising/sponsorships statewide in order to present the greatest geographic balance and product offering possible.
- h. The Contractor shall be responsible for initial screening to ensure that all advertisements are appropriate for the NH Visitors Guide. DTTD shall have final approval of advertisements sold, and may, in its discretion, reject any advertisements on the basis of appropriateness.
- i. The Contractor shall make its best efforts to ensure that all ads include the city or town in which the advertiser is doing business as well as the advertiser's website address.
- j. The Contractor shall be responsible for acquiring all appropriate approvals and authorizations to use any/or all material in the NH Visitors Guide.
- k. The Contractor shall be allowed to sell advertisements and sponsorships to tourism related businesses licensed and operating within the State of New Hampshire. Any tourism related advertiser **not** licensed in the State of New Hampshire must be approved by DTTD.
- l. The Contractor shall be responsible for handling all complaints regarding advertising, servicing the advertising clients, the manner of handling advertising, and the processing and responding to complaints by advertisers for adjustments. The Contractor shall provide to DTTD a monthly report listing all complaints received, name and location of business/person making the complaint and the actions taken to resolve the complaint.
- m. The Contractor may sell advertising for placement throughout the NH Visitors Guide and the inside back cover. No advertising shall be placed on the front cover of the NH Visitors Guide. Advertising on the back cover must be approved by DTTD. Contractor shall develop affordable marketing and ad design program geared towards small businesses. Inserts will be accepted at the discretion of DTTD.
- n. All advertisements must conform to standard published sizes.

Printing, Packaging, Shipment

- a. The Contractor shall provide the state with 150,000 copies of the 2008/09 New Hampshire Visitors Guide, 150,000 copies of the 2009/10 New Hampshire Visitors Guide, 260,000 copies of the In-State Visitors Handbook and 150,000 copies of the NH State Parks Guide. Any additional copies above this amount will be agreed in writing by the State and the Contractor prior to the printing of the NH Visitors Guide or In-State Visitors Handbook and NH State Parks Guide. Such Agreement shall not be binding until an authorized representative of the Contractor and the State has signed the Agreement.

- b. The Contractor shall be responsible for the supervision and printing quality of the NH Visitors Guide. DTTD will review all print specifications with the Contractor and DTTD reserves the right to examine the quality of the work in progress at any stage and to be on site at the press time to make color approvals for all press forms.
- c. The Contractor shall be responsible for the delivery of the NH Visitors Guide on or before the first working day following May 15th, of each year or such later date as DTTD, at its discretion, may determine. Any and all modifications to the delivery date shall be approved in writing by DTTD. If for any reason other than the fault of DTTD, including but not limited to, untimely performance of its responsibilities detailed in Part E Section 2, or an act of God, the Contractor fails to make a production, revision or delivery date, and such delay is not approved in writing by DTTD, the Contractor shall be assessed a failure to perform fee of \$1,000.00 per week, or a portion thereof, until the production, revision or delivery date is met, in accordance with Part E, section 1.
- d. The Contractor shall not sell any copies of the NH Visitors Guide or deliver any copies of the NH Visitors Guide to any entity other than the State of New Hampshire, or those entities solicited by the State of New Hampshire.
- e. Packaging for NH Visitors Guide shall consist of two pieces total, a NH Visitors Guide and a state map, inserted into a 13" x 10" clear poly bag with seam in back.
- f. Contractor shall provide each advertiser with one completed copy of the New Hampshire Visitors Guide. Sponsors of supplementary publications may negotiate directly with Contractor for a supply to be used for their own distribution.

Reports

- a. The Contractor will provide detailed monthly reports on the progress of the project, which shall consist of at least the following information:
 - Sales calls made by Contractor;
 - Total income raised and expenses incurred, year-to-date;
 - Advertisements sold each month, and year-to-date;
 - Name of advertiser
 - Cost and size of ad
 - Approximate page or section that advertisements will appear
 - Advertisements sold by tourism region;
 - Advertisements Contractor is producing;
 - All complaints received, including name of individual, name of business, date received, address and phone of individual/business, and actions taken by the Contractor to resolve the complaint.
- b. The Contractor will provide a final report, detailing total income raised and expenses incurred, including a cost per unit analysis.

3. State's Responsibilities

DTTD shall provide the following:

- a. DTTD shall control and approve color proofs, text, layout, design and final selection of photographs for the Visitors Guide. DTTD shall have the right to inspect final proof in its entirety for approval.
- b. DTTD shall provide approved transparencies and/or digital photography from which the Contractor's staff may make selection, in a timely manner and in accordance with mutually agreed upon production schedules.
- c. DTTD shall provide a list of potential advertisers and a minimum of one communication piece of introduction for the Contractor for each issue of the NH Visitors Guide/supporting publications, in a timely manner and in accordance with mutually agreed upon production schedules.
- d. DTTD shall have approval rights on all mailings, rate cards, and/or solicitations related to the NH Visitors Guide/supporting publications before any distribution is made by the Contractor. Such approval shall not be unreasonably delayed or withheld.
- e. DTTD shall have final approval of all advertisements after an initial screening by the Contractor before any advertisement is placed in the NH Visitors Guide. Such approval shall not be unreasonably delayed or withheld.
- f. DTTD shall have unlimited author's alterations on the first laser page proofs. Approval of page proofs shall not be unreasonably delayed or withheld.
- g. DTTD, with concurrence by the Contractor, shall have the right to make author's alterations after second laser page proofs approval, the cost of which shall be borne by DTTD.
- h. DTTD shall designate contacts for the NH Visitors Guide/supporting publications who shall be authorized to sign off on first laser proofs, and second laser proofs.
- i. DTTD shall be responsible for distributing all copies of the NH Visitors Guide to consumers and travel related businesses at its own expense.
- j. DTTD shall have the right to have a staff person present for press checks with expenses being paid by the Contractor.
- k. If DTTD's designee identifies a print problem with a press run, the press run must be stopped and the problem corrected before the press run continues.
- l. DTTD shall provide recommendations, suggested contacts, reference materials and approved photographs to help in the preparation of the content and may provide assistance in editing.

- m. DTTD shall have the right to position its own advertisements within the NH Visitors Guide, In-State Visitors Handbook and NH State Parks Guide.
- n. DTTD shall have no responsibility or obligations for any advertisements sold by the Contractor for the NH Visitors Guide, other than its own advertisement(s).

E. REQUIREMENTS

1.0 Copies and Distribution of Proposal

In order to be considered for selection, Offerors must submit a complete written response to this RFP. One (1) original and eight (8) copies of each proposal must be submitted to the Division of Travel and Tourism Development. No other distribution of the written proposal shall be made by the Offeror. Offerors may be required to make creative presentations, if requested.

2.0 Organization and Experience

- a) Complete Contractor Data Sheet (Attachment A)
- b) Demonstrate the Offeror's financial capability to provide the work described in Section D: Scope of Work. Audited financial statements, or satisfactory alternate proof of financial stability will be required prior to award of contract.
- c) Has the Offeror provided contractual services to the State before? If yes, please explain relationship.
- d) Qualifications of individuals who will be involved in the project, and the percentage of time each will spend on this project, including subcontractors. Provide resumes for each individual who will perform the following major duties and functions under the proposed contract: Copy; Design; Computer or Mechanical Art, Printing, Sales and Management.
- e) Examples of similar projects completed by Offeror.

3.0 Proposal Submissions

- a) All information requested must be submitted. Failure to submit information may result in the DTTD requiring prompt submission of missing information, and/or a lowered evaluation of the proposal.
- b) Offeror shall provide a thorough description of its plans and approach for accomplishing the requirements of Section D: Scope of Work.
- c) Proposals should be as thorough and detailed as possible, so that the DTTD may properly evaluate offeror capabilities to provide the required services.

Proposals that are incomplete or lack key information may be rejected by the DTTD at its discretion.

d) 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, and the original copy must remain at DTTD for public inspection, subsequent to award of contract.

4.0 Cost of Services/Pricing

- a) It is the intent of DTTD that these publications are at a minimum, self-liquidating.
- b) Offeror shall provide a detailed cost to develop and publish no less than 150,000 copies of the 2008/09 Visitors Guide, 150,000 copies of the 2009/10 Visitors Guide, 150,000 copies of the Parks Guide and 260,000 copies of the In-State Visitors Handbook. Costs must be broken out by piece.
- c) Offeror shall submit as part of the proposal the recommended advertising/sponsorship rate structure for NH Visitors Guide and Supporting Publications, sample ad sizes on which the financial proposal is based and shall describe projected revenues derived from this recommendation.
- d) Offeror shall describe the revenue sharing plan in detail of how all revenues generated from the NH Visitors Guide and supporting publications that exceed the costs of the publications will be shared with DTTD.

F. CONDITIONS

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

- 1.1 Ownership of subsequent products: Any product, whether acceptable or unacceptable, developed under a contractor awarded as a result of this RFP is to be the sole property of the State of New Hampshire unless stated otherwise in the contract.
- 1.2 Conformance with Statutes: any contract awarded as a result of this RFP must be in full conformance with statutory requirements of the State of New Hampshire.
- 1.3 Amending or Canceling: The State reserves the right to amend or cancel 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.

- 1.4 Rejection of Misrepresentation: The State reserves the right to reject the proposal of any vendor for misrepresentation.
- 1.5 Contract Format: The successful contractor will be required to sign or provide the following documentation.
- a. Contract Agreement Form – P-37 (Attachment C)
 - b. Certificate of Authority. This document is required of the Contractor to certify by vote of the corporation's board 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.
 - c. Certificate of Existence. 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 Existence shall be current and are renewable annually by April 1st.
 - d. General liability insurance against all claims of bodily injury, death, or property damage in the amounts not less than \$250,000 per claim and \$2,000,000 per incident, and fire and extended coverage insurance covering all property in DRED amounts of not less than 80% of the whole replacement value of the property (Section 14 Insurance and Bond of the State Agreement Form P-37).
- 1.6 Speaking on behalf of the State of New Hampshire DRED: Contractor is not authorized to represent the State's position to the public or media and must be authorized to provide information by DTTD.

G. MANDATORY MEETING

A mandatory meeting will be held at the Department of Resources and Economic Development on:

- Wednesday, February 7, 2007 at 2:00 p.m.

The purpose of this meeting is to allow potential offerors an opportunity to present questions and obtain clarification relative to this RFP. **Historical sales data and concept considerations will be provided at the mandatory meeting.**

Due to the importance of all offerors having a clear understanding of the scope of work and requirements for this solicitation, attendance at this meeting is a prerequisite for

submitting a proposal. Attendance will be evidenced by the representative's signature on an attendance roster.

Bring a copy of this RFP with you. The State reserves the right to change terms and conditions outlined in this RFP, provided that all offerors remaining in the selection process at the time of any change to the RFP have the opportunity to respond accordingly.

H. PROPOSAL EVALUATION CRITERIA

General Information: Proposals shall be evaluated by the Division of Travel and Tourism Development Screening Committee, with a recommendation to the Commissioner of the Department of Resources and Economic Development.

Proposals are to address each area as defined in the major sections of this RFP. Each section shall be evaluated by the Screening Committee, and awarded points based on the appropriateness, organization, completeness and quality of responses.

Criteria: 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:

Tactical Plan	(15 points)
Advertising/Sponsorship Sales Plan	(20 points)
Experience	(15 points)
Capabilities	(15 points)
Financial Plan	(35 points)
GRAND TOTAL	(MAXIMUM 100 points)

After the Screening Committee has completed its evaluations of the proposals, DRED may require finalists to provide a creative presentation to further evaluate Offeror capabilities. DRED will notify finalists at least 10 days prior to creative presentation to schedule times and determine location.

Award shall be made to the Offeror who has submitted the best overall response, as judged by the Screening Committee, and recommended to the Commissioner of DRED. A proposed Contractor must receive final approval from the Governor and Executive Council. Written Proposals shall be evaluated using the criteria contained in Attachment B.

I. TIMELINE

- | | |
|---|--------------------|
| 1. Request for Interest issued | 1/11/07 |
| 2. Request for Proposal issued | 1/26/07 |
| 3. Pre-proposal conference and
RFP distribution deadline | 2/7/07 @ 2:00 p.m. |
| 4. Written proposal deadline | 3/9/07 @ 3:00 p.m. |
| 5. Screening committee review | 3/16-3/23/07 |
| 6. Finalist(s) selected | 3/23/07 |
| 7. Creative presentations (if requested) | 3/30/07 |
| 8. Company notification | 4/5/07 |
| 9. Contract process | 4/5-5/15/07 |
| 10. Contract to G&C | May-June |

* Subject to change

CONTRACTOR DATA SHEET
(To be completed by Offeror)

1. Years in Business: Indicate the length of time you have been in business providing this type of service.

_____ Years _____ Months

2. References: Indicate below at least three (3) accounts for whom you have provided publishing service, of which at least two will be related to tourism. Include the date service was furnished, and contacts.

Client	City/State	Date	Contact name/phone

3. Are you a subsidiary firm? ☐ Yes ☐ No

If yes, list the location of our parent affiliation:

Address: _____

City: _____ State: _____

4. List total number of employees:

_____ Full-time _____ Part-time/other

Authorized Signature(s)

This form must be completed and signed by an officer of the company:

Name of Firm:

Contact:

Address:

City:

State:

Zip:

Phone:

Fax:

Email:

Date of incorporation:

If not a corporation, state the type of business organization, names and addresses of owners, address and phone of principle place of business, date business began, and state in which organized.

I certify the accuracy of this information.

Signature: _____

Name and title (print or type):

Date:

FOR DRED USE ONLY: Company _____
Reviewer _____
Date _____

	Max Points	Score
1. <u>Tactical Plan</u> Proposal reflects a creative approach to stated goals and objectives in Section D – Scope of Work; strategies and tactics to be utilized to meet objectives; rationale and research; quality of proposed publication(s); scheduling/work plan Notes:	15	()
2. <u>Advertising/Sponsorship Sales Plan</u> Detailed advertising and statewide sales plan for NH Visitors Guide(s), supporting publications, and web site; ability to develop media kit and marketing materials; ability to manage billing and collections; effectiveness and suitability to bring in advertising support Notes:	20	()
3. <u>Experience</u> Offeror's prior experience, and how it relates to this project; demonstrated ability to bring in advertising support; assessment of publication examples provided Notes:	15	()

	Max Points	Score
4. <u>Capabilities</u> Personnel/subcontractor experience; ability to absorb project into current workflow; ability to balance DTTD publication(s) development and sales with the development and sales of other, potentially competing projects Notes:	15	()
5. <u>Financial Plan</u> Proposed cost to develop NH Visitors Guide(s) and supporting publications; revenue generation forecast; state's share of income Notes:	35	()
GRAND TOTAL (MAXIMUM 100)		_____

Subject: _____

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. Identification and Definitions.

1.1 State Agency Name DEPARTMENT OF RESOURCES AND ECONOMIC DEVELOPMENT		1.2 State Agency Address PO Box 1856, Concord, NH 03302-1856	
1.3 Contractor Name		1.4 Contractor Address	
1.5 Account No.	1.6 Completion Date	1.7 Audit Date	1.8 Price Limitation
1.9 Contracting Officer for State Agency		1.10 State Agency Telephone Number	
1.11 Contractor Signature		1.12 Name & Title of Contractor Signor	
1.13 Acknowledgment: State of _____, County of _____ On _____, before the undersigned officer, personally appeared the person identified in block 1.12., or satisfactorily proven to be the person whose name is signed in block 1.11., and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace [Seal]			
1.13.2 Name & Title of Notary or Justice of the Peace			
1.14 State Agency Signature(s)		1.15 Name/Title of State Agency Signor(s) George M Bald, Commissioner	
1.16 Approval by Department of Personnel (Rate of Compensation for Individual Consultants) By: _____ Director, On: _____			
1.17 Approval by Attorney General (Form, Substance and Execution) By: _____ Assistant Attorney General, On: _____			
1.18 Approval by the Governor and Council By: _____ On: _____			
2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("the State"), engages contractor identified in block 1.3 ("the Contractor") to perform, and the Contractor shall perform, that work or sale of goods, or both, identified and more particularly described in EXHIBIT A incorporated herein ("the Services").			
3. EFFECTIVE DATE: COMPLETION OF SERVICES. 3.1 This agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Council of the State of New Hampshire approve this agreement, ("the Effective Date"). 3.2 If the date for commencement in Exhibit A precedes the Effective Date all services performed by Contractor between the commencement date and the Effective Date shall be performed at the sole risk of the contractor and in the event that this Agreement does not become effective, the State shall be under no obligation to pay the contractor for any costs incurred or services performed; however that if this Agreement becomes effective all costs incurred prior to the effective date shall be paid under the terms of this Agreement. All services must be completed by the date specified in block 1.6.			
4. CONDITIONAL NATURE OF AGREEMENT. Notwithstanding anything in this agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the account identified in block 1.5 in the event funds in that account are reduced or unavailable.			

5. CONTRACT PRICE: LIMITATION ON PRICE: PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in Exhibit B, incorporated herein.

5.2 The payment by the State of the contract price shall be the only, and the complete, reimbursement to the Contractor for all expenses, of whatever nature, incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by RSA 80:7 through 7-C or any other provision of law.

5.4 Notwithstanding anything in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made, hereunder exceed the price limitation set forth in block 1.8 of these general provisions.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS: EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to civil rights and equal opportunity laws. In addition, the vendor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap or national origin and will take affirmative action to prevent such discrimination.

6.3 If this agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States, access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants and conditions of this Agreement.

7. PERSONNEL

7.1 The performance of the Services shall be carried out by employees of the Contractor. The Contractor shall at its own expense, provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 The Contractor shall not hire, and shall permit no subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final.

8. EVENT OF DEFAULT, REMEDIES.

8.1 Anyone or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Events of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule; or

8.1.2 failure to submit any report required hereunder; or

8.1.3 failure to perform any other covenant or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this agreement, effective two (2) days after giving the Contractor notice of termination; and

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the Contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor; and

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and

8.2.4 treat the agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA: ACCESS; CONFIDENTIALITY; PRESERVATION.

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed

by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 On and after the Effective Date, all data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by RSA 91-A or other existing law. Disclosure pursuant to a right to know request shall require prior written approval of the State.

10. **TERMINATION.** In the event of an early termination of this Agreement for any reason other than the completion to the Services, the Contractor shall deliver

to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("the Termination Report") describing in detail all Services performed, and the Contract Price earned, to and including the date of termination. To the extent possible, the form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in EXHIBIT A.

11. **CONTRACTOR'S RELATION TO THE STATE.** In the performance of this agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, worker's compensation or other emoluments provided by the State to its employees.

12. **ASSIGNMENT, DELEGATION AND SUBCONTRACTS.** The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Services shall be delegated or subcontracted by the Contractor without the prior written consent of the State.

13. **INDEMNIFICATION.** The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this Agreement.

14. INSURANCE AND BOND.

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, both for the benefit of the State, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per incident; and

14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 of these general provisions, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Each policy shall contain a clause prohibiting cancellation or modifications of the policy earlier than 10 days after written notice thereof has been received by the State.

15. **WAIVER OF BREACH.** No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that event, or any subsequent Event. No express failure of any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other default on the part of the Contractor.

16. **NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, above.

17. **AMENDMENT.** This agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Council of the State of New Hampshire.

18. **CONSTRUCTION OF AGREEMENT AND TERMS.** This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns.

19. **THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this agreement shall not be construed to confer any such benefit.

20. **SPECIAL PROVISIONS.** The additional provisions set forth in EXHIBIT C hereto are incorporated as part of this Agreement.

21. **ENTIRE AGREEMENT.** This agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings relating hereto.