

REQUEST FOR PROPOSAL

Public Relations and Communications

RFP # TM251041

Issued Date: Tuesday, May 21, 2024

**Responses Due:
Wednesday, June 26, 2024, at 1:00 p.m. CT**



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1 GENERAL INFORMATION

This section provides information about what the State of Wisconsin (State) intends to purchase, the scope of the project, and the primary objectives of the solicitation.

1.1 Definitions

For the purposes of this Request for Proposal (RFP) and resulting Contract, words and terms will be given their ordinary and usual meanings. Where capitalized in this RFP and resulting Contract, the following words and terms will have the meanings indicated. The meanings will be applicable to the singular, plural, masculine, feminine and neuter.

"Agency" an office, department, agency, institution of higher education, association, society, or other body in state government created or authorized to be created by the constitution or any law, which is entitled to expend moneys appropriated by law, including the legislature and the courts, but not including an authority.

"Authorized User" state agencies, political subdivisions, and municipalities authorized by state statutes to use state contracts.

"BAFO" Best and Final Offer

"Bid Factor" an element of the RFP that does not appear in the RFP document, but the Proposer must respond to. Bid Factors can be seen and responded to in the eSupplier Portal if submitting a response electronically. If submitting a hard copy response, Bid Factors can be downloaded from the Supporting Documents and must be included with the hard copy response.

"CAPS" Consolidated Agency Purchasing Services

"Contract" the final version of any contractually binding agreement between the State and the Contractor relating to the subject matter of this RFP; references to the Contract include all exhibits, attachments and other documents attached thereto or incorporated therein by reference.

"Contract Administrator" the Agency employee responsible for oversight of the implementation, administration, and completion of the Contract.

"Contractor" the person or entity that has been awarded the Contract as a result of this RFP, and who is required to provide equipment, materials, supplies, contractual services, or leasing real property to Tourism.

"Cooperative Purchasing" Wisconsin statutes ([Wis. Stat. §16.73](#)) establish authority to allow Wisconsin municipalities to purchase from state contracts.

"CVB" Convention and Visitors Bureau

"Disabled Veteran-Owned Business (DVB)" a business that has been certified by the Department of Administration under [Wis Stat. §16.283](#).

"Diversity, equity, accessibility, and inclusion" people with disabilities, veterans, LGBTQ+, racial diversity, etc.

"DMO" Destination Marketing Organization

"DOA" Department of Administration

"Effective Date" the date the Contract has been fully executed by the Contractor and the State.

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“Expected” a State requirement should be present in the proposed solution, exactly as stated, but the lack of the requirement would not disqualify the solution. However, the lack of one or more expected requirements will reduce a solutions technical score.

“FAM” Familiarization

“FAQ” Frequently Asked Questions

“Industry” Destination Marketing Organizations (DMOs), convention and visitors bureaus (CVBs), and tourism businesses and associations

“Lead Contact” specific person responsible for the coordination of the services required under this Contract. This is the person who Tourism will contact to initiate services.

“Mandatory” a requirement labeled as such must be present in the proposed solution, exactly as stated, or the solution will not be considered by the State of Wisconsin. The terms “must,” “shall,” and “will” are considered mandatory.

“May” indicates something that is not mandatory but permissible.

“Minority Owned Business Enterprise (MBE)” a business that has been certified by the Department of Administration under [Wis. Stat. §16.287](#).

“Municipality” any county, city, village, town, school district, board of school directors, sewer district, drainage district, vocational, technical, and adult educational district, or any other public body having the authority to award public contracts ([Wis. Stat. §16.7 \(8\)](#)).

“Notice of Intent to Award” a writing issued by DOA notifying all Proposers of Tourism's intent to award a service Contract to the successful Proposer(s).

“Procurement Specialist” the person responsible for managing this procurement process.

“Proposal” the complete response to this RFP submitted on the approved forms, in the required manner and setting forth the Proposer’s cost for providing the products and services described in the RFP.

“Proposer” the entity submitting a Proposal in response to this RFP.

“Requirement” a descriptive statement of the physical, functional and performance characteristics of the commodity or service required by the DPI.

“Responsible” a Proposer who has furnished information and data to prove that the financial resources, service, facilities, personnel, service reputation, and experience are adequate to make satisfactory delivery of such Services and Deliverables set forth in the RFP.

“Responsive” a proposal that conforms in all material respects to the requirements set forth in the RFP.

“RFP” Request for Proposal

“SME” Subject Matter Experts

“Social Media Content Creator” an influential person with engaged social media followers who creates and shares content via their own social media channels or through collaborations with brands. They may also be referred to as influencers.

“State” the government of the State of Wisconsin, its employees and authorized representatives, including without limitation any department, agency, or other unit of the government of the State of Wisconsin.

“Team Members” professional staff that provide technical services pursuant to this RFP.

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"Tourism" The Wisconsin Department of Tourism.

"VB" Veteran-owned Businesses

"WBE" Woman-owned Business Enterprises

"Wisconsin eSupplier Portal" State of Wisconsin's electronic purchasing information system.

1.2 Introduction and Purpose

The Wisconsin Department of Administration (DOA), Consolidated Agency Purchasing Services (CAPS) on behalf of the Wisconsin Department of Tourism (Tourism), the state agency responsible for marketing and promoting Wisconsin's travel opportunities to potential travel consumers under the brand name Travel Wisconsin, requests Proposals for public relations and communications services and intends to use the results of this process to award a Contract to one (1) Responsive, Responsible Proposer.

Tourism does not guarantee it will purchase any specific quantity or dollar amount. Proposals that require a minimum number of commodities or services to be ordered will be rejected. There will be no guarantee to purchase any specific quantity or pay any minimum Contract cost during the term of the Contract.

The State reserves the right to cancel this RFP for any reason prior to the issuance of the Notice of Intent to Award.

1.3 Scope of Work

Tourism primarily conducts domestic leisure public relations and communications to attract visitors to Wisconsin and makes some investments in meetings, conventions, sports, and international tourism marketing and promotion. The budget is developed on a biennial basis and has not been established for the full period of this Contract. Historically, public relations and communication comes with a \$1 million base budget per fiscal year (July – June) and has fluctuated as high as \$2 million. The public relations and communications budget for fiscal year 2025 is expected to be \$2 million. A public relations and communications strategy for fiscal year 2025 will be in place to work from. Subsequent budgets will be determined in the next biennial budget. With a \$1 million budget, the public relations and communications program generated 3.7 billion impressions in fiscal year 2023 as a result of hosting around 40 travel writers in state, coordinating 17 social media content creator partnerships, meeting with 48 travel writers and social media content creators through in person or virtual deskside meetings and engaging in ongoing media pitching. These efforts are inclusive of co-op program partnerships with industry organizations. The Contractor(s) shall be required to provide a high level of quality services which are normally associated with the handling of an account of this scope and size.

Collaboration is the key to a successful Contract, and it is the expectation that there will be almost daily phone and email contact between Tourism and the Contractor(s).

1.3.1 Public Relations and Communications

Public Relations and Communications includes the development and implementation of a public relations program that will include messaging to both consumer and industry audiences, media relations, and influential social media content creator programs. The contractor will collaborate and consult with the internal Tourism communications team regularly and will have a primary focus on national media, social media content creator programming, and industry partnerships (including collaboration for hosting media on familiarization trips, executing co-op programs, etc.). The internal Tourism communications staff typically leads on in-state media pitching, serving as spokespeople in interviews and industry

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communications such as remarks for industry-related engagements, executive team communications and LinkedIn content. Contractor programs include, but are not limited to, the following services:

- Strategic Planning – creation, implementation, and management of Travel Wisconsin brand/reputation and media relations outreach strategy that supports Tourism’s Campaigns and initiatives.
- Media Relations and Pitching – proactive, targeted national and regional media outreach, story development, and placement through media contacts across traditional and emerging media platforms. Maintains and audits regional and national target media lists. Develops media materials and assists with talking points and spokesperson preparation as needed. Domestic media relations are the primary focus, but international media relations are included in this scope. International media relations may be conducted via subcontractors. In-state pitching and serving as a spokesperson is primarily managed by the internal Tourism communications staff but could be part of the agency scope depending on the project.
- Media hosting and relationship building – plan and execute individual and group media familiarization trips. Coordinate virtual and in-person deskside meetings with journalists in key markets. This work includes some industry partner engagement with tourism businesses and DMOs.
- Event Planning and Management – plan and execute media events and coordinate tradeshow media relations strategy and media pitching to support Tourism’s campaigns and initiatives.
- Social Media Content Creator Program Management – vet influential social media content creators for fit with brand, manage all communications and contracts with creators through content posting (on the social media content creator’s owned channels) and metrics reporting. Collaborate with Tourism staff and marketing agency of record to leverage social media content creator partnerships on Travel Wisconsin’s owned channels. Overall strategy and management of Travel Wisconsin’s owned social media channels are not part of this scope.
- Industry Support and Co-op Programming – liaise with industry stakeholders and partners to strengthen pitch knowledge and develop media familiarization trip itineraries to generate statewide media coverage. Collaborate on communications programs with industry partners through the Travel Wisconsin Co-op.
- Evaluation and reporting – press clips to be shared as they hit, monthly metrics reports to track ongoing efforts and campaign reports pulled upon completion of major campaigns.
- Cross-agency collaboration – Collaborate with Tourism’s marketing and web agencies to plan and execute integrated campaigns.

1.3.2 Account Services

To effectively manage and maintain relationships, the Contractor must provide comprehensive account services that encompass project management and client communication. This includes serving as a day-to-day point of contact for Travel Wisconsin staff who are responsible for overall management of the account, including contracts, budgets/billing, quality control and project coordination. Additionally, the Contractor must maintain regular and transparent communication with Travel Wisconsin addressing concerns and providing updates on campaign and project progress.

1.4 Procuring and Contracting Agency

This RFP is issued by DOA, CAPS, on behalf of Tourism, which is the sole point of contact for the State during the selection process. The person responsible for managing the procurement process is Mark

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Simon, Procurement Specialist.

The Contract resulting from this RFP will be administered by Tourism. The Tourism employee serving as the Contract Administrator will be determined at the time of Contract negotiations.

Proposals are accepted from any agency, as long as services can be performed within the US. Agencies that currently serve drive-market competitors including Illinois, Michigan, Iowa, and Minnesota are considered a conflict of interest. Tourism expects that, during the duration of the contract, lines of communication remain open about potential conflicts of interest.

1.5 Clarifications and/or Revisions to the Specifications and Requirements

If at any time prior to the Proposal due date a Proposer discovers any significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in this RFP, the Proposer should immediately notify the Procurement Specialist of the issue in writing.

The Wisconsin eSupplier Portal is the preferred method for submitting questions and/or clarifications.

Email is also accepted for the submission of questions and/or clarifications and must refer to RFP TM251041 and be directed to Mark Simon at mark.simon@wisconsin.gov.

Any Proposer questions received will be documented and posted to the Supporting Documents as an amendment. It is the Proposer's responsibility to check the Wisconsin eSupplier Portal for any questions and answers pertaining to this RFP.

In the event that it becomes necessary to provide additional clarifying data or information, or to revise any part of this RFP, amendments or addendums will be posted on the Wisconsin eSupplier Portal.

1.6 State of Wisconsin Point of Contact and Contact with State Employees

From the date of release of this RFP until Contract execution, all contact with State personnel regarding this RFP must be made through Mark Simon via email at mark.simon@wisconsin.gov or through the Wisconsin eSupplier Portal.

Prospective Proposer who holds a current contract with Tourism may continue to communicate with Tourism's Contract Administrator regarding the performance of that current contract only.

No phone calls, emails, or other correspondence to other State staff regarding this procurement are permitted during the procurement process unless otherwise noted in writing as required as part of the solicitation process. Violation of these conditions may be considered sufficient cause for automatic rejection of a Proposal. All oral communications are unofficial and non-binding on the State. Proposers must rely only on written documents issued by the Procurement Specialist.

1.7 News and Social Media Releases

A Proposer must not issue news or social media releases or make any statements to the news or social media pertaining to the subject of this RFP or any Proposals or Contracts resulting therefrom without the prior written approval of Tourism. The Proposer is bound by this clause from the time the RFP is issued until the time the Contract has expired. Release of broadcast emails pertaining to this procurement must

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not be made without prior written authorization of Tourism.

1.8 Reasonable Accommodations

DOA, CAPS will provide reasonable accommodations, including the provision of informational material in an alternative format, for individuals with disabilities upon request. If you need accommodations, contact Mark Simon at mark.simon@wisconsin.gov.

1.9 Calendar of Events

Listed below are important dates and times by which actions related to this RFP will be completed. In the event that the State finds it necessary to change any of these dates and times, it will do so by issuing an amendment to this RFP.

DATE	EVENT
May 21, 2024	RFP issued
June 4, 2024, 1:00 PM CT	Deadline for submitting Proposer written questions
June 19, 2024, TENTATIVE	Tentative date for State responses to Proposer questions
June 26, 2024, 1:00 PM CT	Proposal due date and time for Proposer responses

1.10 Contract Term and Funding

The Contract will be effective on the Contract execution date and will run for 39 months (3 ¼ years) from that date, with an option by mutual agreement of Tourism and Contractor, to renew for two (2) additional one-year (1 year) periods.

To ensure the delivery of improved services and competitive cost, to address potential performance issues, changes in technology or industry consolidation, the State reserves the right to negotiate the cost and terms at the time of Contract renewal.

As required by [Wis. Stat. §16.75 \(3\)](#), continuance of a Contract beyond the limits of funds available will be contingent upon appropriation of the necessary funds, and the termination of the Contract by lack of appropriations will be without penalty.

1.11 Cooperative Purchasing

Commodities and services may be made available to Municipalities upon agreement of the Contractor. Where requested by the State, and agreed to by the Contractor(s), Municipalities must be able to obtain the commodities and services procured under the Contract at the same rates agreed to by Tourism and the Contractor. The Contractor shall be responsible for confirming the status of potential Municipalities with the DPI and providing appropriate documentation and support and reporting Contract usage by Municipalities.

1.12 Wisconsin eSupplier Portal Registration

Once vendors are registered in the State of Wisconsin's eSupplier Portal (the State's electronic purchasing information system) they will receive official notices throughout the procurement process for this RFP.

Vendors that register on the Wisconsin eSupplier Portal after the posting of this RFP will receive official

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notices of future procurement solicitation opportunities for the State and University of Wisconsin System campuses.

To register on the Wisconsin eSupplier Portal access the following website for instructions
https://esupplier.wi.gov/psp/esupplier/SUPPLIER/ERP/h/?tab=WI_GUEST&wimsg=Logo

Proposers may obtain additional State purchasing information at
<https://doa.wi.gov/Pages/DoingBusiness/BidsProposals.aspx>

Vendors without internet access may request to receive a hard copy.

2 PREPARING AND SUBMITTING A PROPOSAL

This section explains how the Proposal must be constructed and on what terms before it can be considered responsive.

2.1 General Instructions

The evaluation and selection of a Contractor will be based on the information submitted in the Proposal plus references, and any required presentations, on-site visits, or oral interviews. Failure to respond to each of the requirements as directed in the RFP may be the basis for rejecting a response.

Elaborate Proposals (e.g., expensive artwork, presentation materials) beyond that sufficient to present a complete and effective Proposal are not necessary or desired.

2.2 Incurring Costs

The State will not be responsible for any costs incurred by Proposer to prepare its Proposal, conduct its due diligence or negotiate any agreements whether or not finally awarded. Such Proposal and business development costs will not be included in the cost basis of services to be provided to the State.

2.3 Complete Responses

Proposal responses to each of the requests for information and requirements in the numbered sections will be in the same sequence and numbered as the RFP. Responses will be concise yet complete. Do not simply restate the requirement verbatim as the response to a requirement. Proposer must not direct the reader to a website (or any other sources outside of the submitted Proposal) as part of its response to the requirement or question unless specifically requested to do so.

2.4 Submitting the Proposal

Proposers must respond to this RFP in either the Wisconsin eSupplier Portal or by providing a hard copy response. **Faxed and emailed proposals will not be accepted.**

2.4.1 Electronic Proposal Submittal (Strongly Preferred)

Respond as directed herein and in the pages presented in the Wisconsin eSupplier Portal for this event. The State has developed questions that provide online guidance for an electronic response to the RFP. If responding electronically, do not submit a hard copy of any materials unless directed to do so elsewhere in the RFP document.

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Proposers must click "Submit" in the Wisconsin eSupplier Portal to have their Bid received. Only clicking "Save" does not submit the Proposal response; therefore, it will not be received nor reviewed.

Certain Requirements and qualifications will be presented as itemized questions that require an affirmative response from the Bidder that indicate these can be met (i.e., "yes/no" prompt, drop down menu, required attachment). Other Requirements may be presented in a grouped manner (e.g., "Does your company meet Requirements 2.1-2.8"). For any (itemized or grouped) Requirements that cannot be met, a "no" must be checked and a supplemental document must be provided as an attachment to explain.

Proposer submitting a response via the Wisconsin eSupplier Portal will follow the instructions given in the eSupplier Portal system, including any Frequently Asked Questions (FAQs).

Proposers must allow time for entering a Proposal Response in eSupplier. Keep in mind the following if an error occurs:

- File names must be no longer than 64 characters, including the file extension (e.g., ".docx").
- File names cannot contain any special characters (e.g., commas, percent signs, hash symbol).
- The maximum file size for any attachment is 80 Mb.
- The eSupplier system will not allow a file with macros included and enabled.
- Proposers may only upload a single file in response to a Bid Factor. Uploading additional files will overwrite the previous upload. If a Bidder has the need to attach multiple files, the Bidder must consolidate the documents into a single file. Alternatively, the Bidder may upload one (1) file in response to the Bid Factor and upload the rest of the documents using the Upload File button on the Submit Online Response page.
- In order to officially submit a Bid response, the Bidder must click the Submit button and receive verification that the Bidder response has been submitted.

2.4.2 Hard Copy Proposal Submittal

Proposers still have the option to mail or otherwise provide a hard copy Proposal when responding to this RFP. If submitting a hard copy (instead of the electronic Proposal option described above), Proposer must submit an original of its Proposal document of all materials required for acceptance of its Proposal by the deadline shown below.

The State is not responsible for deliveries that do not reach the Bureau of Procurement office by the required due date and time. While hard copy Proposals will still be allowed in response to the Wisconsin eSupplier Portal's sourcing events, the State has no liability for errors made in inputting any information submitted via a hard copy Proposal.

All materials required for acceptance of the Proposal must be sent to:

Mark Simon, Procurement Specialist
Department of Administration
101 E. Wilson Street, 6th Floor
Madison, WI 53703-3405

Proposals must be received no later than **1:00 p.m. CT on Wednesday, June 26, 2024**. All Proposals must be date and time-stamped in by the Wisconsin eSupplier Portal (electronic) or by Bureau of Procurement (hard copy) on or prior to the stated opening date and time. Proposals not so stamped will be considered

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late and rejected. Receipt of a Proposal by the State mail system does not constitute receipt of a Proposal by the Bureau of Procurement.

All Proposals must be packaged, sealed, and show the following information on the outside of the package:

Proposer's Name
Proposer's Address
RFP # TM251041 Public Relations and Communications
Due: Wednesday, June 26, 2024 by 1:00 PM CT

2.4.3 Cost Proposal Submission

Electronic Cost Proposals must be submitted in accordance with the online instruction in the Wisconsin eSupplier Portal.

For hard copy Cost Proposal submissions, Proposers must submit an original hard copy. PDF documents are not permitted for the Cost Proposal.

The Cost Proposal must be sealed and submitted as a separate part of the Proposal. No mention of the Cost Proposal is permissible in the response to any other section of the RFP. The outside of the envelope must be clearly labeled as follows:

Proposer's Name
Proposer's Address
COST PROPOSAL for RFP # TM251041 Public Relations and Communications
Due: Wednesday, June 26, 2024 by 1:00 PM CT

The Cost Proposal is due to the addressee on the same date and time previously mentioned.

Cost Proposals that arrive unpackaged or unsealed will not be accepted.

2.4.4 Hand Delivered Proposals

All responses must be received and time-stamped at the above location no later than Wednesday, June 26 at 1:00 pm CT. A bid box has been placed outside of 101 E. Wilson St. for the hard copy submittal of responses. Bids will be collected from the box at 1:00 PM CT on Tuesdays, Wednesdays, and Thursdays.

The State is not responsible for deliveries that do not reach the Bureau of Procurement office by the required due date and time. Hard copy Proposals will still be allowed in response to the RFP. However, the State has no liability for errors made in inputting any information into the eSupplier Portal submitted via hard copy.

2.5 Proposal Organization and Format

Proposers responding to this RFP outside of the Wisconsin eSupplier Portal must comply with the following format requirements. The State reserves the right to exclude any responses from consideration that do not follow the required format as instructed below.

Proposals must be organized and presented in the order and by the numbers assigned in the RFP with

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each heading and subheading separated by tabs or otherwise clearly marked and labeled.

A Proposal must be typed and submitted on 8.5 by 11-inch paper. The Proposal cover page must include, at a minimum, the RFP name and number, and the Proposer's name. Proposals should be limited to 25 pages maximum using a standard font size, font style and page margins (11-point or larger font for general content, excluding footnotes, margins of .5-inch or greater).

Unless specifically requested, promotional literature is not desired and will not be considered to meet any of the requirements of this RFP.

Only information that can be identified as a trade secret, proprietary and confidential noted on required form DOA-3832 will be treated as such. Proposer must not label or identify their entire Proposal as confidential.

Tab 1 - Table of Contents: Provide a table of contents for the Proposal submitted.

Tab 2 - Bidder Required Form (DOA-3832), Bid Factors (Attachment B), Mandatory Requirements Matrix (Attachment C): excluding Sections 5 and 6 of Bid Factors (Attachment B)

Tab 3 -Response to General Requirements: Provide the information and documentation specified in Section 5 of this RFP.

Tab 4 - Response to Technical Requirements: Provide the information and documentation specified in Section 6 of this RFP.

Tab 5 - Contract Terms and Conditions: The Standard Terms and Conditions (DOA-3054) and Supplemental Terms and Conditions (DOA-3681) provided with this RFP represent the Contract terms and conditions which the Commission expects to execute with the successful Proposer. Proposers must accept all terms and conditions or submit point by point exceptions along with proposed alternative or additional language for each point. The Commission may or may not consider any of the Proposer's suggested revisions. Any changes to any of the Terms and Conditions will occur only if the change is in the best interest of the Commission. The Cost Proposal must assume that no changes to these Terms and Conditions will be accepted.

The Proposer will not submit its own contract document as a substitute for these terms and conditions. Proposer responses to provisions must be consistent with its response to all other sections of this RFP.

Under Separate Cover - Attachment A - Cost Proposal: Provide cost information as directed in Section 2.4.3 and Section 7. Include all costs for furnishing the product(s) and/or service(s) included in this Proposal. Failure to provide any requested information in the prescribed format may result in disqualification of the Proposal. No mention of the Cost Proposal is permissible in the response to any other section of the RFP.

2.6 Presentations

Based on an evaluation of the written Proposal, the top scoring Proposers may be required to participate in a presentation to support and clarify Proposal(s), if requested by the State. The presentations will be scheduled and held after receipt of the Proposals to provide an opportunity for the Proposer to clarify its Proposal and for the evaluation committee to ask questions. Proposer representative(s) attending the presentation must be technically qualified to respond to questions related to the Proposal and its components. The State will furnish specific details concerning the presentations and any required materials at the time it notifies Proposers of the presentation schedule.

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The State will make every reasonable attempt to schedule each presentation at a time and location agreeable to the Proposer. The State requires that those individuals designated by the Proposer as key personnel attend the presentation. Failure to attend the scheduled presentation may result in rejection of its Proposal.

2.7 Withdrawal of Proposals

The Proposal will be irrevocable until Contract award unless the Proposal is withdrawn. A Proposer may withdraw a Proposal in writing at any time up to the Proposal closing date and time or upon expiration of one hundred and eighty (180) days after the due date and time if received by the Procurement Specialist. To accomplish this, the written request must be signed by an authorized representative of the Proposer and submitted to the Procurement Specialist. If a previously submitted Proposal is withdrawn before the Proposal due date and time, the Proposer may submit another Proposal at any time up to the Proposal closing date and time.

2.8 Late Proposals

Any responses received after the Proposal due date and time specified in Section 1.9 Calendar of Events will not be reviewed.

3 PROPOSAL SELECTION AND AWARD PROCESS

This section explains how Proposals will be accepted, evaluated, and how the State will engage in negotiations if it opts to do so.

3.1 Preliminary Evaluation

All Proposals will be reviewed initially to determine if Proposal submission requirements are met (see RFP Section 2, Preparing and Submitting a Proposal). Failure to meet a Proposal submission requirement may result in the rejection of the Proposal.

3.2 Evaluation Committee

An evaluation committee for this RFP will consist of individuals who, in the State's sole judgment, possess specific knowledge and skills essential to the RFP evaluation. The evaluation committee participates fully in the evaluation process, including reviewing and scoring Proposals. Subject Matter Experts (SMEs) may be used to provide additional expertise (e.g., technical and functional subject matter expertise, administrative and procurement knowledge) to the evaluation committee. SMEs are non-scoring individuals who serve only as technical advisors to the evaluation committee.

3.3 Accepted Proposals

An evaluation committee will evaluate and score all accepted Proposals against predetermined criteria. A uniform selection process, as outlined in this section, will be used to evaluate all Proposals using a point system. Proposers are advised that responses to requirements should clearly and completely describe how their services and products will meet those requirements.

The evaluation committee may review references, request presentations and demonstrations, and use those results in scoring the Proposals. Evaluation and selection of the Contractor, as well as any subsequent negotiations, will be based on the information submitted in the Proposals, references,

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requested presentations, and product and service demonstrations.

The State reserves the right to obtain additional information concerning any Proposer or subcontractor associated with or named in the response to this RFP and to consider this information in evaluating the Proposer's Proposal.

3.4 Evaluation Criteria

Accepted Proposals will be reviewed by the evaluation committee and scored against the stated criteria. Proposers must not contact any member of an evaluation committee. Evaluation points given by each evaluator will be summed and divided by the number of evaluators to compute an average score for each Proposal. Cost Proposal information will not be available to the evaluation committee during the requirements evaluation phase.

Proposals will be scored in the following areas.

RFP SECTION AND DESCRIPTION	POINTS AVAILABLE
Section 5: General Requirements	155
Section 6: Technical Requirements	695
Section 7: Cost Proposal	150
TOTAL	1000

The points stated above are the maximum amount awarded for each Section.

The results of presentations (if required) will be used to clarify and substantiate information in the written Proposals and may be considered when scoring the responses to the General and Technical requirements in the RFP. Reference checks may be used to substantiate information in the written Proposals. The reference check results may be considered when scoring the responses to the General and Technical requirements in the RFP.

Cost Proposal

Cost Proposals will be scored as follows:

The Cost Proposal will be worth 150 points. The lowest Cost Proposal shall receive the maximum number of points available for the cost score (150). Cost Proposals shall receive prorated scores based on the lowest Cost Proposal.

The formula is as follows:

Lowest Total Cost Proposal (constant) ÷ Proposer's Cost being scored = Proposer's Cost Ratio

Proposer's Cost Ratio x 150 (Maximum points) = Cost Proposal Score

General, Technical, and Cost Score Total

The final average points received from a Proposal's General Requirements and Technical Requirements will be subtotaled and added to the final Cost Proposal score. In the event of a Best and Final Offer (BAFO), only those Proposers in the BAFO process will be included in the calculation.

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3.5 Proposer References

Using DOA-3832 Bidder Required Form, Proposers must provide the following:

- Three (3) references for tourism organizations with whom your company has provided services contained within the RFP within the last one (1) year.

For each reference, complete the requisite information on DOA-3832 Bidder Required Form and also provide the following:

- Contact Name and Title
- Project start/end dates
- Project description (i.e., scope, staff, objectives)
- Outcome of project (i.e., on time, on budget, performance measures met)

If needed, attach additional information clearly indicating the reference in which the information correlates.

The evaluation committee will determine which, if any, references are contacted. The results of any reference checks may be used when scoring the Proposal. The State may use reference information to validate information provided in response to the RFP; therefore, the relevancy of the experience, compatibility of the experience to this RFP, and the performance record of the experience are essential.

The State reserves the right to verify all submissions and perform further background checks of experience and performance. The State or evaluation committee may contact one (1) or more references that have been provided by the Proposer or other sources that may not have been named by the Proposer but can assist in determining performance.

3.6 Supplier Diversity

Proposals from certified Minority Business Enterprises (MBE) or Disabled Veteran-owned Businesses (DVB) may have points weighted by a factor of 1.00 to 1.05 to provide up to a five percent (5%) total point preference to these businesses per [Wis. Stat. § 16.75\(3m\)](#).

3.6.1 Minority-Owned Business Enterprise

Minority-owned business enterprises (MBEs) are certified by the Wisconsin Department of Administration. This program can be found at: <http://www.doa.wi.gov/Divisions/Enterprise-Operations/Supplier-Diversity-Program>.

The Contractor must furnish appropriate quarterly information about its efforts, including the identities of such businesses certified by the Wisconsin Supplier Diversity Program, their contract amount, and spend for each period to the Procuring Agency.

A listing of certified MBEs, as well as the services and commodities they provide, is available at: <https://wisdp.wi.gov/search.aspx>.

3.6.2 Veteran-Owned Business

The State Bureau of Procurement encourages the participation of veteran-owned businesses (VBs) in the

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statewide purchasing program by inviting VBs to actively solicit public purchasing business and by reducing undue impediments to such participation. VBs are certified by the Department of Veterans Affairs (DVA). Applicants must complete a Veteran-owned Business Request for Certification form (WDVA 1037). Contact the DVA at: <http://dva.state.wi.us>. There is no price preference for certified VBs that compete for State Contracts.

3.6.3 Disabled Veteran-Owned Business

Disabled veteran-owned businesses (DVBs) are certified by the Wisconsin Department of Administration. This program can be found at: <http://www.doa.wi.gov/Divisions/Enterprise-Operations/Supplier-Diversity-Program>.

The Supplier/Contractor must furnish appropriate quarterly information about its efforts, including the identities of such businesses certified by the Supplier Diversity Program and their Contract amount.

A listing of certified DVBs, as well as the services and commodities they provide, is available at: <https://wisdp.wi.gov/search.aspx>.

3.6.4 Woman-Owned Business Enterprise

Woman-owned business enterprises (WBEs) are certified by the Wisconsin DOA. This program can be found at: <http://www.doa.wi.gov/Divisions/Enterprise-Operations/Supplier-Diversity-Program>.

State-certified WBEs can provide both governmental entities and private companies with a credible recognition of the business' ownership. The WBE certification may serve as an additional marketing tool when seeking Contract opportunities with entities that place a value on having a diverse supplier base. There is no price preference for certified WBEs that compete for State Contracts.

A listing of certified WBEs, as well as the services and commodities they provide, is available at: <https://wisdp.wi.gov/search.aspx>.

3.7 Right to Reject Proposals

The State reserves the right to reject any and all Proposals.

3.8 Award and Final Offers

The State will compile the final scores for each responsive Proposal. Awards will be granted in one (1) of two (2) ways. The award may be granted to the highest-scoring responsive and responsible Proposer.

Alternatively, the highest-scoring Proposers may be requested to submit BAFO. If a BAFO is requested by the State and submitted by Proposers, they will be evaluated against the stated criteria, scored, and ranked by the evaluation committee. The award then may be granted to the highest-scoring responsive and responsible Proposers. However, Proposers must not expect that the State will request a BAFO.

3.9 Contract Negotiation

The State intends to enter into Contract negotiations with the Proposer who has been determined by the evaluation committee to be the highest-scoring Proposer, calculated as outlined in Section 3.4. The State may negotiate the terms of the Contract, including the cost, with the highest-scoring Proposer prior to entering into a Contract. If the Contract negotiations cannot be concluded successfully with the highest-

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scoring Proposer, the State may negotiate a Contract with the next highest-scoring Proposer.

The contractual terms and conditions in State of Wisconsin Standard Terms and Conditions (DOA-3054) and State of Wisconsin Supplemental Standard Terms and Conditions for Procurements for Services (DOA-3681) (hereinafter Terms and Conditions) are part of the Contract between a Contractor and the State. These terms and conditions are not all-inclusive, and the State reserves the right to incorporate additional provisions in the Contract.

3.10 Contract Negotiations Impasse

If a Contract between the State and the successful Proposer cannot be executed by both parties within sixty (60) Days after the notice of intent to award the Contract (or the conclusion of an appeal of the award under Wisconsin Administrative Code 10, whichever is later), the State reserves the right to unilaterally reject the Proposer's Proposal and proceed to award the Contract to the next highest scoring Proposer.

3.11 Notification of Intent to Award

Any Proposer who responds with a Proposal will be notified in writing of the State's intent to award the Contract(s) resulting from the RFP.

3.12 Protest and Appeals Process

3.12.1 Notices of Intent to Protest and Protests

Notices of intent to protest and protests must be made in writing. Protestors should make their protests as specific as possible and should identify Wisconsin Statutes and Wisconsin Administrative Code provisions alleged to have been violated.

The written notice of intent to protest both the solicitation and the intended contract award must be filed with:

Maria Van Hoorn
Wisconsin Department of Tourism
3319 West Beltline Highway
Madison, WI 53708-8690

In addition, a copy of the protest must be sent electronically to Mark Simon, mark.simon@wisconsin.gov.

The decision of the head of the procuring agency may be appealed to the Secretary of the Department of Administration within five (5) business days of issuance, with a copy of such appeal filed with DOA, provided the appeal alleges a violation of a Wisconsin Statute or a provision of the Wisconsin Administrative Code.

Appeals must be sent to:

Kathy K. Blumenfeld, Secretary
Wisconsin Department of Administration
PO Box 7864
101 E Wilson Street, 10th Floor

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Madison, WI 53703-7864

3.12.2 Protest Concerning a Solicitation

A Proposer or labor organization who is aggrieved in connection with a solicitation may protest to Tourism. A notice of intent to protest must be submitted in writing to the head of Tourism, or designee (see section 3.12.1 above), within five (5) business days after issuance of the solicitation or the date of issuance of any amendment to the solicitation if the proposer or labor organization seeks to protest that amendment. The protest must be submitted in writing to the head of Tourism, or designee, within ten (10) business days after issuance of the solicitation or the date of issuance of any amendment to the solicitation. A proposer or labor organization is prohibited from protesting solicitation requirements past ten (10) business days after issuance of the solicitation or the date of issuance of any amendment to the solicitation.

3.12.3 Protest Concerning the Intent to Award a Contract

A Proposer who is aggrieved by the Intent to Award may protest to Tourism. A notice of intent to protest must be submitted in writing to the Secretary of DOA, or their designee (see section 3.12.1 above), and be received in their office no later than five (5) business days after the Notice of Intent to Award is issued. The written protest must be received in the head of Tourism's, or their designee's office no later than ten (10) business days after the Notice of Intent to Award is issued.

4 GENERAL MANDATORY PROPOSAL REQUIREMENTS

This section is not scored. The following requirements are **mandatory**, and the Proposer must satisfy them at no additional cost to the State.

Respond to this section using Attachment C: Mandatory Requirements Matrix and provide any required documentation as indicated. Responses to each requirement must follow the instructions. No explanation is required when the Proposer cannot certify a statement is true, as non-compliance with any of the following requirements will result in Proposal rejection and remove that Proposal from further consideration.

Failure of a Proposer to meet the mandatory requirements will result in rejection of the Proposer's Proposal. In the event there is an individual mandatory requirement that no Proposer is able to meet, the State reserves the right to eliminate that individual mandatory requirement; in such case, the State will continue the evaluation of Proposals and select the Proposal that most closely meets the remaining requirements specified in the RFP.

4.1 Mandatory Proposal Requirements

4.1.1 Contractor must provide a Lead Contact with at least ten (10) years of public relations experience in the tourism industry, to whom requests for services under the Contract will be directed.

4.1.2 Contractor must participate in meetings, conference calls, and correspondence as determined by Tourism.

4.1.2.1 In-person meetings shall take place at the Tourism office in Madison, or another location mutually agreed upon by Tourism and Proposer quarterly, at a minimum unless this requirement is waived by Tourism.

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4.1.2.2 Travel by the Contractor's representative to the meetings with Tourism shall not be a billable travel expense.

4.1.2.3 The Contractor, at the Contractor's expense, shall send at least two representatives to the annual Wisconsin Governor's Conference on Tourism (WIGCOT).

4.1.3 Contractor must provide advice and expertise as requested by Tourism. Contractor must provide documentation of work performed and resulting conclusions, recommendations, and supporting documentation in a format that is acceptable to Tourism.

4.1.4 Contractor must adhere to timelines and tasks agreed upon prior to the start of projects. Updates during project activity may be scheduled as well, with the timing contingent on the project at hand.

4.1.5 Contractor must indemnify and save harmless the State and all of its officers, agents, and employees from all suits, actions, or claims of any character brought for or on account of any injuries or damages received by any persons or property resulting from the operations of the Contractor, or any of its Contractors, in prosecuting work under this agreement (see section 32.0 of the Standard Terms and Conditions, DOA-3054).

4.1.6 The Contractor shall provide quality account management including project coordination between client and agency as well as fiscal responsibility including, but not limited to, budgeting/accounting, quality control, invoicing, and implementation of best practices for a fee-based compensation and pricing structure.

4.1.7 The Contractor must demonstrate the operational ability to sustain a minimum of \$1 million in annual billings to perform the services described in this RFP.

4.1.8 The Contractor must develop an annual strategy, supported by research, to generate positive exposure for Wisconsin through consumer and industry mediums.

4.1.9 Contractor must handle unforeseen contingencies requiring crisis management, in conjunction with Tourism and other stakeholders, as appropriate.

4.1.10 Media Relations and social media content creators

4.1.10.1 Contractor must create regional, and national media target lists for print, online, digital, social, and broadcast that align with the Wisconsin brand and strategic objectives. Lists should be a mix of existing, established relationships with national travel writers and new, emerging contacts.

4.1.10.2 Contractor must generate and distribute timely media pitches for leisure tourism, sports, and meetings & convention trades.

4.1.10.3 Contractor must create and distribute press materials, including but not limited to, bylined articles, press releases, press kits, and graphics.

4.1.10.4 Contractor must track media coverage, engagement, reach, and value and provide monthly reports that include qualitative measurements and industry-standard metrics.

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4.1.10.5 Contractor must arrange and coordinate press and familiarization trips for visiting journalists as well as various travel trade professionals. Must have previous experience coordinating familiarization trips.

4.1.10.6 Contractor must strategize and execute in-market deskside appointments or media missions.

4.1.10.7 Contractor must facilitate relationships with international, national, and regional social media content creators to encourage visits to Wisconsin and gain exposure for Wisconsin tourism.

4.1.10.8 Contractor must identify, pitch, and leverage speaking opportunities for key executive management leaders (deskside meetings, industry conferences, content creator events, etc.)

4.1.11 Contractor must support trade show and media event activities for the campaign and seasonal consumer advertising campaign initiatives (i.e., media strategy development for trade shows, media appointment preferencing and coordinating, media event coordinating and execution).

4.1.12 Contractor must liaise with industry partners to execute the media relations program (i.e. strengthen pitch knowledge and develop media familiarization trip itineraries to generate statewide media coverage) as well as coordinate and execute the PR programs offered within the Travel Wisconsin Co-op.

4.1.13 Contractor must work in an integrated manner with Tourism's marketing agency and website vendor to support cross-bureau promotion of seasonal or niche campaigns as prioritized by Tourism.

4.1.14 Contractor must regularly use digital technology to execute the requirements of the contract (i.e. email, video conferencing platforms, media monitoring tools, etc.).

4.2 Printing Limitations

[Wis. Stat. §35.01](#) and the Wisconsin Constitution Article IV, Section 25 state that all printing shall be purchased by a bid process conducted by the State of Wisconsin.

Contractors shall be limited in providing or subcontracting printing for the Contract.

The Contractor may be required to provide all work, including but not limited to print-ready files, mock-ups, and proofs, prior to the need of printing services.

The Contractor may be required to coordinate the printing of print materials. The coordination may include, but not be limited to, approving color proofs, attending press run, verifying the print job is correct, and ensuring the delivery is on schedule.

4.3 Services Performed within the U.S.

Pursuant to [Wis. Stats. §16.705\(1r\)](#), services must be performed within the United States. The inability to

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perform all services in the United States may be grounds for disqualification.

4.4 Debarment

Federal Executive Order ([E.O. 12549](#)) “Debarment” requires that all contractors receiving individual awards, using federal funds, and all sub-recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or Agency from doing business with the Federal Government. Information on debarment is available at the following websites: <https://www.sam.gov/>. See Section 15.0 of the Standard Terms and Conditions (DOA-3054).

4.5 Subcontractors

Requests to allow subcontracting of services will be reviewed on a case-by-case basis and will not be allowed without the express written consent of Tourism.

The State reserves the right to review subcontractors. The State will not have a contractual relationship with the subcontractors for any services provided under this Contract (existing contracts between the State and any potential subcontractor do not apply). Proposed subcontractors may be required to participate in the presentations.

For all subcontractors, Proposer will: 1) Name the subcontractor; 2) Explain its relationship with the subcontractor; 3) Describe the role the subcontractor will play; and 4) Provide the name and a description of subcontractor(s) relevant qualifications and capabilities.

5 GENERAL REQUIREMENTS (155 POINTS TOTAL)

This Section is scored. The State requires the Contractor to have the proven ability to deliver the types of services sought in this RFP. The purpose of this section is to provide the State with a basis for determining a Proposer’s capability to undertake a Contract of this size and scope.

Unless requested to do so in the question, Proposer must not direct the reader to a website or any other source outside of the applicable RFP section as part of its response.

Responses that merely restate the requirement or only indicate an acknowledgment of understanding and a willingness to comply will be considered unresponsive.

5.1 Organizational Capabilities (55 Points)

Describe your organization’s capabilities, specific areas of experience, and available resources (in-house or subcontractors) to provide services similar to those required in this RFP. Specifically, describe the following:

- Organizational structure and total number of full-time employees, including number of employees who specifically work in public relations.
- Organization’s history and key competencies.
- Range of annual public relations billings for each calendar year 2019, 2022, and 2023.
 - Less than \$5 million, \$5-\$12 million, \$12-25 million, \$25 - \$50 million, more than \$50 million.
- Ownership and legal structure.
- Headquarters location and all office locations (please specify if you have public relations offices or

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personnel based in Wisconsin as well as outside Wisconsin).

- Whether there are any pending agreements to merge or sell the company.
- Provide a list of current clients and years of service for each, including the percentage of travel and tourism-related clients. List the key services you provide for each client (ex. public relations, social media content creators, marketing, etc.).

5.2 Staff Qualifications (100 Points)

Provide resume summaries including work experience for all client-facing Principal Team Member(s) who would be assigned to Tourism. This includes:

- “Senior Account lead(s)” who will be responsible for crafting strategy. Each “Senior Account lead” should have at least 15 years of relevant experience in tourism communications.
- “Lead Account Manager(s)” who would be responsible for the day-to-day execution of the account. The main “Lead Account Manager” should have at least 10 years of relevant experience in tourism communications.
- Other client-facing team members (responsible for pitching, media hosting, social media content creators, reporting, etc.)
- For each team member, identify their respective roles as they relate to work outlined under the technical requirements, percentage of time they will be dedicated to the account, their years of experience with public relations, their years of experience with tourism-related accounts, and how long each has worked for the Proposer.
- List any relevant affiliations with professional organizations including any leadership positions and how long the Principal Team Members have been active with the group (examples: SATW, PRSA, MTJA, ATTA, NATJA, TMAC).

“Senior Account lead(s)” and “Lead Account Manager(s)” must not be subcontractors.

If a subcontractor will be used regularly, provide the same information noted above.

6 TECHNICAL REQUIREMENTS (695 POINTS TOTAL)

This Section is scored. The State requires the Contractor to have the proven ability to deliver the types of services sought in this RFP. The purpose of this section is to provide the State with a basis for determining a Proposer’s capability to undertake a Contract of this size and scope.

Unless requested to do so, Proposer must not direct the reader to a website or any other source outside of the applicable RFP section as part of its response to the requirement or question unless it is a diagram or schematic included in another section within the RFP.

Responses that merely restate the requirement or only indicate an acknowledgment of understanding and a willingness to comply will be considered unresponsive.

6.1 Organizational Expertise (75 Points)

Briefly describe your organization’s relevant experience, capabilities, and approach to providing services similar to those required in this RFP based on projects completed within the last two (2) years of this

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proposal. Include how you set goals and measure success for each of the following areas:

- Media pitching – including national and international travel and lifestyle, meetings, and conventions.
- Press material development.
- Press trips/familiarization tours (individual, small group, or large group) and specify how many national media trips you've managed/coordinated.
- Media desksides/media missions, specify in which markets you've led desksides.
- Public relations event/tradeshow appointment preferencing and management (specifically: International Media Marketplace (IMM), IPW, Society of American Travel Writers (SATW)).
- Social media content creators.

6.2 Professional Recognition (15 Points)

Describe any national awards/accolades resulting from your work in public relations for a travel destination from the past two (2) years. Provide a list of the awards/accolades won, the organization granting the award, and a one-sentence description of the award subject matter. Please list no more than 20 awards as part of this submission. Examples of national organizations include the US Travel Association, Hospitality, Sales and Marketing Association International, Public Relations Society of America, Society of American Travel Writers, etc.

6.3 Wisconsin Expertise (110 Points)

Share your first-hand knowledge and understanding of Wisconsin's tourism product, including its unique selling propositions and experience promoting a Wisconsin destination if applicable. If you have successfully pitched a Wisconsin tourism destination, please list the number of national media hits you've secured in the past two (2) years. Describe the biggest opportunities and challenges you see to shape national and international perceptions of Wisconsin through public relations and how you would address them. Include supporting rationale for these insights.

6.4 Travel Industry Expertise (50 Points)

Describe the insights and perspectives your team brings regarding national travel industry trends and forecasts as they relate to domestic leisure travel, group travel, and international travel. Group travel includes meetings and conventions, sports, and motorcoach. How would you apply these findings to Wisconsin's communications strategy? How would you ensure your team and account representatives stay abreast of market trends?

6.5 Examples of Work Products – PR Campaign (110 Points)

National earned media is important to Wisconsin tourism to elevate brand awareness and extend our reach. With the vast array of travel and tourism publications in America, we focus our proactive media efforts on target publications, including examples listed in Appendix 1 Sample National Travel and Lifestyle Target Publications. Please describe two (2) different public relations efforts from the past two (2) years (case studies, campaigns, events, etc.) that demonstrate your experience securing media coverage from the list in Appendix 1 Sample National Travel and Lifestyle Target Publications. Provide links to the resulting coverage. An electronic link may be used to share campaign details as well, if desired. Examples should be for a tourism-related client of comparable size and nature to Travel Wisconsin, if possible.

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1. One example must have resulted from a media familiarization trip(s) or media event, including any innovative elements you incorporated to engage attendees or customize the experience.
2. One example must include an emphasis on diversity, equity, accessibility, and inclusion.

6.6 Examples of Work Products – National Broadcast- (110 Points)

Describe your experience working with national television or movie production companies. Include any examples of successfully securing a national television or movie production to film in or promote your client's destination in the past two (2) years. Describe the results or anticipated impact.

6.7 Examples of Work Products – Social Media Content Creator Campaign (100 Points)

Describe your experience managing social media content creator programs on major social media platforms excluding TikTok (which state agencies are prohibited from using). Include your process for vetting creator fit with brand, contracting, itinerary development, and reporting. Share two (2) case study examples that include a brief campaign overview, campaign objectives, research, strategy and tactics, deliverables, measurement, and results. At least one example must include working with a macro creator (at least 400,000 followers with a national audience). Please include the priority social media platform(s), number of followers the creator(s) has, deliverables contracted and campaign results including the engagement rate. If needed, provide electronic links to examples and/or campaign details.

6.8 Business Relationships - Industry (40 Points)

Tourism relies on support and involvement from our industry partners to develop pitches and talking points as well as build itineraries and host travel writers and social media content creators. Describe your experience working with industry partners in this capacity and how you would approach building relationships with the Wisconsin tourism industry to maximize Wisconsin's storytelling potential. Include a quote from a tourism organization (DMO, CVB, tourism attraction) reflecting on your previous work together. If possible, include a quote from a Wisconsin tourism organization (DMO, CVB, business, attraction). Include the name, title, and organization to whom the quote is attributed.

6.9 Campaign example (75 Points)

Wisconsin is the host of season 21 of Bravo's Top Chef which is currently airing. Using a budget of \$100,000 or less, describe a public relations culinary campaign that builds on this momentum. Provide samples of media pitches, press kits, or other materials that would be used in these efforts. Include brand or strategic partnerships that you envision for this campaign as well as opportunities for marketing integration. Describe how you would set goals and measure results.

6.10 Operational Ability and Account Management (10 Points)

Describe your ability to provide quality and fiscally responsible account management through your accounting systems, budget tracking system, invoicing processes, and standard operating procedures that meet monthly billing requirements and fiscal year deadlines. Describe your experience and process for developing and monitoring scopes of work. How do you ensure alignment with the client's goals and

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objectives?

7 COST PROPOSAL (150 POINTS)

The Cost Proposal must be submitted separately from the RFP response.

7.1 Cost Worksheets

Completion of the Cost Proposal is **mandatory**. Proposers are responsible for entering cost data in Attachment A Cost Proposal. Costs submitted must be in U.S. dollars to two (2) decimals.

Further instructions for entering Cost data are included on the Cost Proposal. It is the sole responsibility of the Proposer to ensure that all mathematical calculations are correct and that the total Cost Proposal proved accurately reflects costs. Estimated Proposal costs are not acceptable.

The Cost Proposal must be submitted separately from the RFP response as detailed in Section 2.4.3 of this RFP.

7.2 Consideration of all Inherent Costs

Cost Proposals must take into consideration all inherent costs of providing the services described in the RFP. Proposer is responsible for paying all travel costs including, but not limited to, round-trip travel, meals, and parking. The State will not pay any additional charges beyond Tourism approved travel, and the cost listed in the Cost Proposal.

7.3 Fixed Cost

All Proposal costs must remain firm for the initial Contract term. Cost can be lowered at any time during the Contract without requiring a written approval for individual statement of work projects or to offer to all Authorized Users through an amendment of the published Contract cost.

Contractor may request a cost increase in writing to the State no later than one hundred twenty (120) days prior to the beginning of the next Contract period and prior to the proposed effective date of the cost increase and will be limited to fully documented cost increases to the Contractor which are demonstrated to be industrywide. Requests for a cost increase are limited to one (1) request per renewal term.

7.4 Cost Clarification

The State reserves the right to clarify any cost discrepancies related to assumptions on the part of the Proposers.

8 SPECIAL TERMS AND CONDITIONS

The State reserves the right to negotiate Special Terms and Conditions when it is in the best interest of the State to do so. The Proposer must not submit its own contract document as a substitute for the State's Special Terms and Conditions.

Proposers must accept all terms and conditions or submit point-by-point exceptions along with proposed alternative or additional language for each point. The State may or may not consider any of the suggested

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revisions. Any changes or amendments to any of the terms and conditions will occur only if the change is in the best interest of the State.

8.1 Payment Requirements

The State must meet a statutory mandate to pay or reject invoices within thirty (30) days of receipt by Tourism's Accounts Payable. Before payment is made, it also must verify all invoiced charges are correct as per this Contract. Only properly submitted invoices will be officially processed for payment. Prompt payment requires that your invoices be clear and complete.

All payments to the Contractor's subcontractors must be the responsibility of the Contractor. No invoices from the Contractor's subcontractors will be accepted.

8.2 Liquidated Damages

Both parties acknowledge that it can be difficult to ascertain actual damages when a Contractor fails to carry out the responsibilities of the Contract. Because of that, the Contractor acknowledges that for the Contract resulting from this RFP, it must negotiate liquidated damages, as required by the State, for the Contract. The Contractor agrees that the agency will have the right to liquidate such damages, through deduction from the Contractor's invoices, in the amount equal to the damages incurred, or by direct billing to the Contractor.

8.3 Prime Contractor

The awarded Contractor will be the prime Contractor and the sole point of contact with regard to contractual matters, including the performance of services and the payment of any and all charges resulting from contractual obligations. The prime Contractor may, with prior written permission from Tourism, enter into subcontracting, sublet, or assign all or part of the work with third parties for its performance of any part of Contractor's duties and obligations, provided that, in no event will the existence of the subcontract operate to release or reduce the liability of the Contractor to Tourism of any breach in the performance of the Contractor's duties. Tourism will have sole discretion to approve or reject any such subcontractor.

The prime Contractor will be responsible for Contract performance when subcontractors are used. However, when subcontractors are used, they must abide by all terms and conditions of the Contract. If subcontractors are to be used, the Proposer must clearly explain their participation.

8.4 Insurance

Contractor warrants that it shall maintain sufficient insurance coverage to enable it to meet its obligations created by this Agreement and by law. Without limiting the foregoing, Contractor will maintain (and must cause each of its agents, independent Contractors and subcontractors performing any services hereunder to maintain) at its sole cost and expense the insurance covering its obligations under this Agreement. See Section 23.0 of the State Standard Terms and Conditions.

8.5 Executed Contract to Constitute Entire Agreement

In the event of Contract award, the contents of this RFP (including all attachments), RFP addenda and revisions, and the Proposal of the successful Proposer, and additional terms agreed to, in writing, by Tourism and the Contractor will become part of the Contract. Failure of the successful Proposer to accept

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these as a contractual agreement may result in a cancellation of award.

The following priority for Contract documents will be used if there are conflicts or disputes.

- Signed Contract including Standard Terms and Conditions and Supplemental Terms and Conditions
- Official State Purchase Order(s)
- State's RFP
- Vendor's Proposal

The Contract may be amended within the Contract period by mutual consent of the parties. No modification or amendment to the Contract will be valid unless in writing and signed by both parties. All correspondence regarding modifications or amendments to the Contract will be forwarded to DOA CAPS, for purchasing review prior to Tourism's signature.

8.6 Termination and Cancellation of Contract

8.6.1 Termination for Cause

The State may terminate this Contract after providing the Contractor with thirty (30) calendar days written notice of the Contractor's right to cure a failure of the Contractor to perform under the terms of this Contract. The Contractor may terminate this Contract after providing the State one hundred and twenty (120) calendar day notice of the State's right to cure a failure of the State to perform under the terms of this Contract.

Upon the termination of this Contract for any reason, or upon Contract expiration, each party will be released from all obligations to the other party arising after the date of termination or expiration, except for those that by their terms survive such termination or expiration.

8.6.2 Termination for Convenience

Either party may terminate this Contract at any time, without cause, by providing a written notice; the State by providing at least thirty (30) calendar days' notice to the Contractor, and the Contractor providing at least one hundred and twenty (120) calendar days' notice to the State in advance of the intended date of termination.

In the event of termination for convenience, the Contractor will be entitled to receive compensation for any fees owed under the Contract. The Contractor will also be compensated for partially completed services. In this event, compensation for such partially completed services will be no more than the percentage of completion of the services requested, at the sole discretion of the State, multiplied by the corresponding payment for completion of such services as set forth in the Contract. Alternatively, at the sole discretion of the State, the Contractor may be compensated for the actual service hours provided. The State will be entitled to a refund for goods or services paid for but not received or implemented, such refund to be paid within thirty (30) days of written notice to the Contractor requesting the refund.

8.6.3 Contract Cancellation

The State reserves the right to cancel this Contract in whole or in part without penalty, upon written notice to the Contractor, if the Contractor:

- Fails to perform any material obligation required under this Contract after a thirty (30) day notice and cure period.
- Files a petition in bankruptcy, becomes insolvent, or otherwise takes action to dissolve as a legal entity.

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- Makes an assignment for the benefit of creditors.
- Fails to follow the sales and use tax certification requirements of [§77.66, Wis. Stats.](#)
- Incurs a delinquent Wisconsin tax liability.
- Fails to submit a non-discrimination or affirmative action plan as required herein.
- Fails to follow the non-discrimination or affirmative action requirements of subch. II, Chapter 111, of the Wisconsin Statutes (Wisconsin's Fair Employment Law).
- Becomes a State or federally debarred Contractor or is excluded from federal Contracts.
- Fails to maintain and keep in force all insurance, permits and licenses as required under this Contract.
- Fails to maintain the confidentiality of the State's information or data that is considered to be Confidential Information, proprietary, or containing Personally Identifiable Information.
- In the sole opinion of the State, threatens the health or safety of a State employee, citizen, or customer by the Contractor's performance of this Contract.

9 LIST OF REQUIRED FORMS AND SUPPORTING DOCUMENTS

All forms and attachments are found in the Wisconsin eSupplier Portal in the "Supporting Documents" section.

ALL BIDDERS

DOA-3832: Bidder Required Form

DOA-3054: Standard Terms and Conditions

DOA-3861: Supplemental Standard Terms and Conditions for Procurement of Services

Attachment A: Cost Proposal

Attachment C: Mandatory Requirements Matrix

Appendix 1 Sample National Travel and Lifestyle Target Publications

ADDITIONAL FOR HARD COPY RESPONSE ONLY

Attachment B: Bid Factors - HARD COPY RESPONSE ONLY