

REQUEST FOR PROPOSALS  
FOR  
FURNISHING AND DELIVERY  
OF  
DIGITAL MARKETING LEAD GENERATION  
FOR  
THE CURATORS OF THE UNIVERSITY OF MISSOURI  
FOR  
UNIVERSITY OF MISSOURI SYSTEM  
RFP # **31036**

OPENING DATE: JULY 12, 2018

TIME: 12:00 PM, **CDT**

Prepared by: Kyla Rogers

Strategic Sourcing Specialist  
University of Missouri  
Columbia, MO 65201

Date notice mailed: June 27, 2018

**SPECIAL INSTRUCTIONS—ELECTRONIC REQUESTS**

**If you have requested and/or otherwise received an electronic copy, and for any reason our specifications and general conditions are altered in the response, University will ignore the alteration and our specifications and general conditions will be the prevailing document.**

REQUEST FOR PROPOSALS  
FOR  
FURNISHING AND DELIVERY  
OF  
DIGITAL MARKETING LEAD GENERATION  
FOR  
THE CURATORS OF THE UNIVERSITY OF MISSOURI  
FOR  
UNIVERSITY OF MISSOURI SYSTEM  
RFP # **31036**  
INDEX

<u>Division</u>	<u>Page Number</u>
Notice to Respondents	
General Terms and Conditions and Instructions to Respondents	Page 1 - 9
Proposal Form	Page 1- 5
Attachment A	Page 1 – 5
Detailed Specifications and Special Conditions	Page 1 - 8

## NOTICE TO RESPONDENTS

The University of Missouri System requests sealed proposals for Furnishing and Delivery of **DIGITAL MARKETING LEAD GENERATION RFP # 31036**, which will be received by the undersigned at the Office of the Manager of Contract Services, University of Missouri System until 12:00 p.m., CDT, July 12, 2018. Proposals will be opened and identified starting at 12:05 p.m., CDT. **If addressed and sent via standard USPS mail to University of Missouri System, Director of Supply Chain, 2910 LeMone Industrial Boulevard, Columbia, Missouri 65201, ATTN: Kyla Rogers. If hand delivering or sending by express delivery:** address and deliver to University of Missouri Supply Chain, c/o Office of the Director of Supply Chain, 2910 LeMone Industrial Blvd., Room N20, Columbia, MO 65201. **The University assumes no responsibility for any vendor's on-time receipt at the designated proposal/bid opening location.**

Specifications and the conditions of proposal together with the printed form on which proposals must be made may be obtained by accessing the following website: <http://www.umsystem.edu/ums/fa/procurement> or from the Manager of Contract Services, University of Missouri System, Contract Services Department, Building, 2910 LeMone Industrial Blvd., Room N20, Columbia, MO 65201.

The University reserves the right to waive informalities in proposals and to reject any or all proposals.

THE CURATORS OF THE  
UNIVERSITY OF MISSOURI

By: Kyla Rogers, Strategic Sourcing Specialist  
Office of the Director of Supply Chain  
University of Missouri  
Columbia, Missouri 65201

Date notice mailed: June 27, 2018

**UNIVERSITY OF MISSOURI  
GENERAL TERMS AND CONDITIONS  
AND  
INSTRUCTIONS TO RESPONDENTS  
REQUEST FOR PROPOSAL (RFP)**

**A. GENERAL TERMS AND CONDITIONS**

1. **Purpose:** The purpose of these specifications is to require the furnishing of the highest quality equipment, supplies, material and/or service in accordance with the specifications. These documents, and any subsequent addenda, constitute the complete set of specification requirements and proposal response forms.
2. **Governing Laws and Regulations:** Any contract issued as a result of this RFP shall be construed according to the laws of the State of Missouri. Additionally, the contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract to the extent that the same may be applicable.
3. **Taxes:** The contractor shall assume and pay all taxes and contributions including, but not limited to, State, Federal and Municipal which are payable by virtue of the furnishing and delivery of item(s) specified herein. Materials and services furnished the University are not subject to either Federal Excise Taxes or Missouri Sales Tax.
4. **Sovereign Immunity:** The Curators of the University of Missouri, due to its status as a state entity and its entitlement to sovereign immunity, are unable to accept contract provisions, which require The Curators to indemnify another party (537.600, RSMo). Any indemnity language in proposed terms and conditions will be modified to conform to language that The Curators are able to accept.
5. **Preference for Missouri Firms:** In accordance with University policy, preference shall be given to Missouri products, materials, services and firms when the goods or services to be provided are equally or better suited for the intended purpose and can be obtained without additional cost. Firms are considered "Missouri firms" if they maintain a regular place of business in the State of Missouri.
6. **Equal Opportunity and Non-Discrimination:** In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall agree not to discriminate against any recipients of services, or employees or applicants for employment on the basis of race, color, religion, national origin, sex, age, disability, or veteran status. The contractor shall comply with federal laws, rules and regulations applicable to subcontractors of government contracts including those relating to equal employment of minorities, women, persons with disabilities, and certain veterans. Contract clauses required by the United States Government in such circumstances are incorporated herein by reference.

- 7. Supplier Diversity Participation:** It is the policy of the University of Missouri System to ensure full and equitable economic opportunities to all persons and businesses that compete for business with the University. The University's Supplier Diversity effort reflects that.

Diverse suppliers must be at least 51% owned and controlled by someone in one of the recognized groups (see below). Diverse suppliers should be certified from a recognized certifying agency. These firms can be a sole proprietorship, partnership, joint venture or corporation. Attachment A provides a list of agencies that are recognized as certifying agencies. The definition of what counts as a diverse supplier for the University of Missouri System are: Minority (MBE: African-American, Hispanic, Native-American Asian Indian/Pacific), Women (WBE), Veterans (VBE-Includes Service Disabled) and Disadvantaged Business Enterprises (DBE/SDB). Again, these firms must be certified to be recognized by University of Missouri System Supply Chain (UMSSC).

**Second Tier Diverse Supplier Spending and Reporting:** The University strongly encourages Supplier Diversity participation in all of its contracts for goods and services. This may be as the primary supplier/contractor for the awarded business. Diverse suppliers can also be used as subcontractors by a majority-owned supplier to fulfill its contract with the University. This is called 2<sup>nd</sup> Tier spending. There are two ways this can be accomplished:

Direct 2<sup>nd</sup> Tier spending: This is diverse supplier spending by a first tier supplier of goods and/ or services that directly fulfills a UMSSC contract. The principle to follow— if the diverse supplier spending by the first tier supplier can be traced and tracked specifically to the contract, this is direct 2<sup>nd</sup> tier spending.

Example: Company A is a prime supplier of office products to UMSSC. Ink pens that are supplied to UMSSC are provided by a minority-owned business. This would be direct 2<sup>nd</sup> Tier. Dollars that can be tracked and traced to fulfilling the contract.

Indirect 2<sup>nd</sup> Tier spending: Calculates the 2<sup>nd</sup> Tier spending by prorating the prime supplier's company-wide diverse supplier spending with the percentage of its total business represented by the customer company's business.

Example: Company B spends \$100,000 with a Veteran-owned landscaping company. UMSSC comprises 20% of that company's/subsidiary's overall business revenue. Company B can report \$20,000 to UMSSC as indirect 2<sup>nd</sup> Tier spending.

The Director of Supplier Diversity and Small Business Development can provide more detail.

Respondents must indicate their Supplier Diversity participation levels committed to this contract on the Supplier Diversity Participation Form included in this RFP (see Attachment A). The Respondent must describe what suppliers and/or how the Respondent will achieve the Supplier Diversity goals. Evaluation of proposals shall include the proposed level of Supplier Diversity participation. Proposals that do not meet the participation requirements for Supplier Diversity will not receive any of the points during proposal review.

Suppliers/contractors will be responsible for reporting diverse supplier participation on an agreed upon timing (e.g., quarterly, annually) when business is awarded.

The University will monitor the contractor/supplier's compliance in meeting the Supplier Diversity participation levels committed to in the awarded proposal. If the contractor/supplier's payments to participating diverse suppliers are less than the amount committed to in the contract, the University reserves the right to cancel the contract, suspend and/or debar the contractor/supplier from participating in future contracts. The University may retain payments to the contractor/supplier in an amount equal to the value of the Supplier Diversity participation commitment less actual payments made to diverse suppliers.

If a participating diverse supplier does not retain their certification and/or is unable to satisfactorily perform, the contractor/supplier must obtain other certified diverse suppliers, if available, to fulfill the Supplier Diversity participation requirements committed to in the awarded proposal. The contractor/supplier must obtain the written approval of the Chief Procurement Officer for any new diverse supplier. Additionally, if the Respondent cannot find another diverse supplier replacement, documentation must be submitted to the Chief Procurement Officer detailing all good faith efforts made to find a replacement. The Chief Procurement Officer shall have sole discretion in determining if the actions taken by the contractor/supplier constitute a good faith effort to secure diverse supplier participation and whether the contract will be amended to change the Supplier Diversity participation commitment.

- 8. Applicable Laws and Regulations:** The University serves from time to time as a contractor for the United States government. Accordingly, the provider of goods and/or services shall comply with federal laws, rules and regulations applicable to subcontractors of government contracts, including those relating to equal employment opportunity and affirmative action in the employment of minorities (Executive Order 11246), women (Executive Order 11375), persons with disabilities (29 USC 706 and Executive Order 11758), and certain veterans (38 USC 4212 formerly [2012]) contracting with business concerns with small disadvantaged business concerns (Publication L. 95-507). Contract clauses

required by the Government in such circumstances are incorporated herein by reference.

9. **Appropriation:** The Curators of the University of Missouri is a public corporation and, as such, cannot create indebtedness in any one year (the fiscal year beginning July 1 to June 30) above what they can pay out of the annual income of said year as set forth in 172.250, RSMo. Therefore, if the University determines it has not received adequate appropriations, budget allocations or income to enable it to meet the terms of this contract, the University reserves the right to cancel this contract with 30 days notice.
10. **Inventions, Patents, and Copyrights:** The Contractor shall pay for all royalties, license fees, patent or invention rights, or copyrights and defend all suits or claims for infringements of any patent or invention right or copyrights involved in the items furnished hereunder. The Contractor shall defend, protect, and hold harmless the University, its officers, agents, servants and employees against all suits of law or in equity resulting from patent and or copyright infringement concerning the contractor's performance or products produced under the terms of the contract.  
  
Copyrights for any item developed for the University shall be the property of the University and inure to its benefit, and the Contractor shall execute such documents as the University may require for the perfection thereof.
11. **Insurance:** The Contractor shall purchase and maintain such insurance as will protect the Contractor and the University against any and all claims and demands arising from the execution of the contract. Further, when stated in the Detailed Specifications and Special Conditions, the Contractor shall be required to procure and maintain the types and limits of insurance as specified.
12. **Performance Bond/Irrevocable Letter of Credit:** If a performance bond or irrevocable letter of credit is required in the Detailed Specifications and Special Conditions, the Contractor shall furnish to the University, along with their signed contract, a performance bond or unconditional irrevocable letter of credit payable to The Curators of the University of Missouri in the face amount specified in the Detailed Specifications and Special Conditions as surety for faithful performance under the terms and conditions of the contract.

## **B. INSTRUCTIONS TO RESPONDENTS**

- **Request For Proposal (RFP) Document:** Respondents are expected to examine the complete RFP document and all attachments including drawings, specifications, and instructions. Failure to do so is at respondent's risk. It is the respondent's responsibility to ask questions, request changes or clarifications, or otherwise advise the University if any language, specifications or requirements of a RFP appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements stated in the RFP to a single source.

Any and all communications from respondents regarding specifications, requirements, competitive proposal process, etc., should be directed to the University buyer of record referenced in this RFP in a written format which may be sent via mail, fax (573-882-5417) or e-mail Kyla Rogers at (rogersk@umsystem.edu). It is the responsibility of the person or organization communicating the request to ensure that it is received. To guarantee a timely response, such communication should be received at least ten calendar days prior to the proposal opening date.

The RFP document and any attachments constitute the complete set of specifications and proposal response forms. No verbal or written information that is obtained other than through this RFP or its addenda shall be binding on the University. No employee of the University is authorized to interpret any portion of this RFP or give information as to the requirements of the RFP in addition to that contained in or amended to this written RFP document. In case of any doubt or difference of opinion as to the true intent of the RFP, the decision of the University's Chief Procurement Officer shall be final and binding on all parties.

- 2. Preparation of Proposals:** All proposals must be submitted in the format and number of copies as specified in the detailed specifications and must be enclosed in a sealed envelope plainly marked: "Proposal for Furnishing and Delivery of **DIGITAL MARKETING LEAD GENERATION, RFP#31036**" **If addressed and sent via standard USPS** mail to University of Missouri, Director of Supply Chain, 2910 LeMone Industrial Boulevard, N20, Columbia, Missouri 65201, ATTN: Kyla Rogers. **If hand delivering or sending by express delivery:** address and deliver to University of Missouri Supply Chain, c/o Office of the Director of Supply Chain, 2910 LeMone Industrial Blvd., N20, Columbia, MO 65201. **The University assumes no responsibility for any vendor's on-time receipt at the designated proposal/bid opening location.**

To receive consideration, proposals must be received, at the above address, prior to the proposal opening time and date stated in this RFP. Respondents assume full responsibility for the actual delivery of proposals during business hours at the specified address.

Unless otherwise specifically stated in the RFP, all specifications and requirements constitute minimum requirements. All proposals must meet or exceed the stated specifications or requirements. All equipment and supplies offered must be new, of current production, and available for marketing by the manufacturer unless the RFP clearly specifies that used, reconditioned, or remanufactured equipment and supplies may be offered. Unless specifically stated and allowed in the Detailed Specifications and Special Conditions, all pricing submitted in response to this RFP is firm and fixed.

Whenever the name of a manufacturer, trade name, brand name, or model and catalog numbers followed by the words "or equal" or "approved equal" are used in the specifications, it is for the purpose of item identification and to establish



standards of quality, style, and features. Proposals on equivalent items of the same quality are invited. However, to receive consideration, such equivalent proposals must be accompanied by sufficient descriptive literature and/or specifications to clearly identify the item and provide for competitive evaluation. The University will be the sole judge of equality and suitability. Whenever the name of a manufacturer is mentioned in the specifications and the words "or equal" do not follow, it shall be deemed that the words "or equal" follow unless the context specifies "no substitution." Unless noted on the proposal form, it will be deemed that the article furnished is that designated by the specifications. The University reserves the right to return, at contractor's expense, all items that are furnished which are not acceptable as equals to items specified and contractor agrees to replace such items with satisfactory items at the original proposal price.

Time will be of the essence for any orders placed as a result of this RFP. The University reserves the right to cancel any orders, or part thereof, without obligation if delivery is not made in accordance with the schedule specified by the respondent and accepted by the University. Unless otherwise specified in the Detailed Specifications and Special Conditions, all proposals shall include all packing, handling, and shipping charges FOB destination, freight prepaid and allowed.

3. **Submission of Proposals:** Respondents shall furnish information required by the solicitation in the form requested. The University reserves the right to reject proposals with incomplete information or which are presented on a different form. All proposals shall be signed, in the appropriate location, by a duly authorized representative of the respondent's organization. Signature on the proposal certifies that the respondent has read and fully understands all proposal specifications, plans, and terms and conditions.

By submitting a proposal, the respondent agrees to provide the specified equipment, supplies and/or services in the RFP, at the prices quoted, pursuant to all requirements and specifications contained therein. Furthermore, the respondent certifies that: (1) the proposal is genuine and is not made in the interest of or on behalf of any undisclosed person, firm, or corporation, and is not submitted in conformity with any agreement or rules of any group, association, or corporation; (2) the respondent has not directly or indirectly induced or solicited any other respondent to submit a false or sham proposal; (3) the respondent has not solicited or induced any person, firm, or corporation to refrain from responding; (4) the respondent has not sought by collusion or otherwise to obtain any advantage over any other respondent or over the University.

Modifications or erasures made before proposal submission must be initialed in ink by the person signing the proposal. Proposals, once submitted, may be modified in writing prior to the exact date and time set for the proposal closing. Any such modifications shall be prepared on company letterhead, signed by a duly authorized representative, and state the new document supersedes or modifies the prior proposal. The modification must be submitted in a sealed envelope marked "Proposal Modification" and clearly identifying the RFP title,

RFP number and closing time and date. Proposals may not be modified after the proposal closing time and date. Telephone, electronic and facsimile modifications are not permitted.

Proposals may be withdrawn in writing, on company letterhead, signed by a duly authorized representative and received at the designated location prior to the date and time set for proposal closing. Proposals may be withdrawn in person before the proposal closing upon presentation of proper identification. Proposals may not be withdrawn for a period of sixty (60) days after the scheduled closing time for the receipt of proposals.

All proposals, information, and materials received by the University in connection with an RFP response shall be deemed open records pursuant to 610.021 RSMo. If a respondent believes any of the information contained in the respondent's response is exempt from 610.021 RSMo, then the respondent's response must specifically identify the material which is deemed to be exempt and cite the legal authority for the exemption, otherwise, the University will treat all materials received as open records. The University shall make the final determination as to what materials are or are not exempt.

4. **Evaluation and Award:** Any clerical errors, apparent on its face, may be corrected by the Buyer before contract award. Upon discovering an apparent clerical error, the Buyer shall contact the respondent and request clarification of the intended proposal. The correction shall be incorporated in the notice of award. The University reserves the right to request clarification of any portion of the respondent's response in order to verify the intent. The respondent is cautioned, however, that its response may be subject to acceptance or rejection without further clarification.

The University reserves the right to make an award to the responsive and responsible respondent whose product or service meets the terms, conditions, and specifications of the RFP and whose proposal is considered to best serve the University's interest. In determining responsiveness and the responsibility of the Respondent, the following shall be considered when applicable: the ability, capacity, and skill of the respondent to perform as required; whether the respondent can perform promptly, or within the time specified without delay or interference; the character, integrity, reputation, judgment, experience and efficiency of the respondent; the quality of past performance by the respondent; the previous and existing compliance by the respondent with related laws and regulations; the sufficiency of the respondent's financial resources; the availability, quality and adaptability of the respondent's equipment, supplies and/or services to the required use; the ability of the respondent to provide future maintenance, service and parts.

The University has established formal protest procedures. For more information about these procedures, contact the Strategic Sourcing Specialist in the Office of the Director of Supply Chain.

In case of any doubt or difference of opinion as to the items and/or services to be furnished hereunder, the decision of the Chief Procurement Officer-UM Procurement Services shall be final and binding upon all parties.

The University reserves the right to accept or reject any or all proposals and to waive any technicality or informality.

5. **Contract Award and Assignment:** The successful respondent shall, within ten (10) days after the receipt of formal notice of award of the contract, enter into a contract, in duplicate, prepared by the University. The Contract Documents shall include the Notice to Bidders, Specifications and Addenda, Exhibits, Proposal Form, Form of Contract, Letter of Award, University Purchase Order, and Form of Performance Bond, if required.

The contract to be awarded and any amount to be paid thereunder shall not be transferred, sublet, or assigned without the prior approval of the University.

6. **Contract Termination for Cause:** In the event the Contractor violates any provisions of the contract, the University may serve written notice upon Contractor and Surety setting forth the violations and demanding compliance with the contract. Unless within ten (10) days after serving such notice, such violations shall cease and satisfactory arrangements for correction be made, the University may terminate the contract by serving written notice upon the Contractor; but the liability of Contractor and Surety for such violation

and for any and all damages resulting therefrom, as well as from such termination, shall not be affected by any such termination.

7. **Contract Termination for Convenience:** The University reserves the right, in its best interest as determined by the University, to cancel the contract by giving thirty (30) days written notice to the Contractor.

8. **Warranty and Acceptance:** The Contractor expressly warrants that all equipment, supplies, goods, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished or adopted by the University, (2) be fit and sufficient for the purpose expressed in the RFP, (3) be merchantable, (4) be of good materials and workmanship, (5) be free from defect. Such warranty shall survive delivery and shall not be deemed waived either by reason of the University's acceptance of or payment for such equipment, supplies, goods, and/or services.

No equipment, supplies, goods, and/or services received by the University pursuant to a contract shall be deemed accepted until the University has had a reasonable opportunity to inspect said equipment, supplies, goods, and/or services. All equipment, supplies, goods, and/or services which do not comply with specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies, goods, and/or services which are discovered to be defective or which do not conform to any warranty of the Contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.

- 9. Payment:** Preferred settlement method is through the use of Electronic Accounts Payable solutions. Payment terms associated with these forms of payment will be issued as net 15 after the date of invoice. Payment terms associated with settlement by check will be considered to be net 30 days. Cash discounts for prompt payment may be offered but they will not be considered in determination of award unless specifically stated in the Detailed Specifications and Special Conditions. The University may withhold payment or make such deductions as may be necessary to protect the University from loss or damage on account of defective work, claims, damages, or to pay for repair or correction of equipment or supplies furnished hereunder. Payment may not be made until satisfactory delivery and acceptance by the University and receipt of correct invoice have occurred.
- 10. Delivery:** Delivery shall be made FOB University of Missouri with all transportation and handling charges fully paid, and shall be delivered with the time frame set forth herein by the respondent.
- 11 Accounting Practices:** The Contractor shall maintain, during the term of the contract, all books of account, reports, and records in accordance with generally accepted accounting practices and standard for records directly related to this contract. The Contractor agrees to make available to the University, during normal business hours, all book of account, reports and records relating to this contract for the duration of the contract and retain them for a minimum period of one (1) year beyond the last day of the contract term.

## PROPOSAL FORM

---

(Name of firm or individual responding)

REQUEST FOR PROPOSALS  
FOR  
FURNISHING AND DELIVERY  
OF  
DIGITAL MARKETING LEAD GENERATION  
FOR  
THE CURATORS OF THE UNIVERSITY OF MISSOURI  
FOR  
THE UNIVERSITY OF MISSOURI SYSTEM  
RFP # 31036  
OPENING DATE: JULY 12th, 2018  
TIME: 12:00 PM, CDT

The undersigned proposes to furnish the following items and/or services at the prices quoted and agrees to perform in accordance with all requirements and specifications contained within this Request For Proposal issued by the University of Missouri.

### **START DETAILED PROPOSAL FORM HERE.**

#### Goals of the project:

- Increase inquiry generation volume for online program enrollment growth.
- Account management
- Digital campaign services.
  - a. Overarching campaign approach including content and creative concepting through creation and execution.
  - b. Selection of media/channel mix
  - c. Comprehensive recommendations for each media tactic.
  - d. Provide a minimum of two six-week flights per year that support each of the four campuses current marketing efforts, leveraging the current market in both work and scope.
- Tracking, optimization and reporting
- Budget development for campaigns that may be national or regional in scope. Supplier (s) will develop budget recommendations for weekly/ monthly/ quarterly cycles in order to reach lead generation goals. This will require budget breakdown by channel. Supplier services and the media/placement spend should be included in the budget.

1. Provide a budgetary estimate/quote as it relates to the goals of the project as specified in this document. \$\_\_\_\_\_
2. Identify fee or commission structure, monthly retainer and provide specifics for any discounts, etc.

<b>Campaign Scope of Work</b>	<b>Fees</b>	<b>One Time or Annual fee</b>
<b>Phase 1: Discovery &amp; Research</b> Research & Planning Discovery Session Development & Delivery of Media Plan		
<b>Phase 2: Campaign Build</b> Development of Campaigns		
<b>Phase 3: Campaign Management</b> Launch & Initial Optimization Ongoing Management & Optimization Billing Management Performance Reporting & Status		
<b>Ad Spend</b>		
<b>Monthly Retainer</b>		
<b>Fixed blended Agency Hourly Rate</b>		
<b>Agency Commission</b>		
<b>Travel</b>		
<b>Any additional fee's or services available please list below.</b>		

**AUTHORIZED RESPONDENT REPRESENTATION**

Number of calendar days delivery after receipt of order	Payment Terms
Authorized Signature	Date
Printed Name	Title
Company Name	
Mailing Address	
City, State, Zip	
Phone No.	Federal Employer ID No.
Fax No.	E-Mail Address
Circle one:    Individual       Partnership       Corporation	
If a corporation, incorporated under the laws of the State of _____	
Licensed to do business in the State of Missouri?    ___yes    ___no	

**This signature sheet must be returned with your proposal.**

## SUPPLIER REGISTRATION INFORMATION

Completion of this section is strongly encouraged. Please review and check ALL applicable boxes.

SMALL BUSINESS CONCERN:  Yes  No

The term “small business concern” shall mean a business as defined pursuant to Section 3 of the Small Business Act and relevant regulations issued pursuant thereto. Generally, this means a small business concern organized for profit, which is independently owned and operated, is not dominant in the field of operations in which it is bidding. We would consider any firm with 500 employees or less a “small business concern”.

WOMAN OWNED BUSINESS (WBE):  Yes  No

A woman owned business is defined as an organization that is 51% owned, controlled and/or managed, by a woman. The determination of WBE status depends solely on ownership and operation and is not related to employment. The firm should be certified by a recognized agency (e.g., state, local, federal, etc.). Please see Public Law 106-554 for more detail.

MINORITY BUSINESS ENTERPRISE (MBE):  Yes  No

A minority business is defined as an organization that is 51% owned, controlled and/or managed by minority group members. The determination of minority status depends solely on ownership and operation and is not related to employment. The firm should be certified by a recognized agency (e.g., state, local, federal, etc.). Please see Public Law 95-507 for more detail. Place an X by the appropriate space below.

1. Asian-Indian - A U.S. citizen whose origins are from India, Pakistan and Bangladesh  
 (A)
2. Asian-Pacific - A U.S. citizen whose origins are from Japan, China, Indonesia, Malaysia, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Thailand, Samoa, Guam, the U.S. Trust Territories of the Pacific or the Northern Marianas.  
 (P)
3. Black - A U.S. citizen having origins in any of the Black racial groups of Africa.  (B)
4. Hispanic - A U.S. citizen of true-born Hispanic heritage, from any of the Spanish-speaking areas Mexico, Central America, South America and the Caribbean Basin only.  
 (H)
5. Native American - A person who is an American Indian, Eskimo, Aleut or Native Hawaiian, and regarded as such by the community of which the person claims to be a part.  
 (N)





## SUPPLIER DIVERSITY PARTICIPATION FORM

The contractor/supplier must indicate below the percentage of diverse supplier participation committed to in relation to the total dollar value of the contract. Please provide this information whether the contractor/supplier is awarded one, some, or all of the categories being proposed. Overall the diverse supplier participation must not be contingent upon award of a specific category. The contractor/supplier, if awarded a contract, must be able to achieve the stated participation for the resulting contract regardless of the categories awarded or not awarded. The contractor/supplier must be able to achieve participation stated below for the total value of the awarded contract(s). If the contractor/supplier is a certified diverse supplier, the contractor/supplier may indicate 100% participation below. We also ask that a diverse supplier we contract with directly provide us with any supplier diversity participation your firm does that helps to fulfill the contract. Listed below are definitions of direct versus indirect 2<sup>nd</sup> Tier spending:

- Direct 2<sup>nd</sup> Tier spending: This is diverse supplier spending by a first tier supplier of goods and/ or services that directly fulfills a UMSSC contract. The principle to follow— if the diverse supplier spending by the first tier supplier can be traced and tracked specifically to the contract, this is direct 2<sup>nd</sup> tier spending.
  - a. Example: Company A is a prime supplier that sells UMSSC Health System medical supplies. Masks that are supplied to fulfill the contract come from a woman-owned business. This would be called direct 2<sup>nd</sup> tier as the purchase is directly fulfilling the contractual obligation.
  - b. Example: Company B is a prime supplier of office products to UMSSC. Ink pens that are supplied are provided by a minority-owned business. This would also be direct 2<sup>nd</sup> Tier. Dollars can be tracked and traced to fulfilling the contract.
- Indirect 2<sup>nd</sup> Tier spending: Calculates the 2<sup>nd</sup> Tier spending by prorating the prime supplier's company-wide diverse supplier spending with the percentage of its total business represented by the customer company's business.
  - a. Example: Company A spends \$100,000 with a Veteran-owned landscaping company. UMSSC comprises 20% of that company's/subsidiary's business revenue. Company A can report \$20,000 of the amount spent for landscaping as part of its reporting to UMSSC.
  - b. Example: Company B spends \$150 million dollars in diverse supplier spending for its enterprise. UMSSC comprises 1% of Company B's overall revenue. Company B can the report 1% (\$1.5 million) as supplier diversity spending to UMSSC.

The contractor/ supplier is committing to the following diverse supplier participation on this proposal:

Complete the following table indicating the suppliers that will be used as direct subcontractors to meet the participation levels indicated. If you are committing to indirect 2<sup>nd</sup> tier spending, please list as “indirect” under supplier name and indicate what percentage you will target. If your company will not have a supplier diversity component, please indicate that below as well.

Supplier Name	% of Contract	Specify 1 <sup>st</sup> or 2 <sup>nd</sup> Tier

-----**THIS FORM MUST BE SUBMITTED WITH THE RESPONSE**-----

## Supplier Diversity Certifying Agencies

The list below provides a list of agencies that do certification for MBE, WBE, DBE, Veteran and Veteran Service Disabled businesses. Bidders are responsible for obtaining information regarding the certification status of a firm for the prospective sub-contractor being used. A list of certified firms may also be obtained from many of the agencies listed below, including the State of Missouri's websites for M/WBE's and Service-Disabled Veterans.

State of Missouri Office of Equal Opportunity  
P.O. Box 809, Harry S. Truman office Building  
Room 630, 301 W. High Street  
Jefferson City, MO. 65102  
573-751-8130

**[www.oeo.mo.gov](http://www.oeo.mo.gov)**

Missouri M/WBE Certification and database

State of Missouri Office of Administration  
Division of Purchasing & Materials Management  
P.O. Box 809  
Jefferson City, MO 65102  
573-751-3273

[www.oa.mo.gov/purchasing-materials-management](http://www.oa.mo.gov/purchasing-materials-management)

Missouri Service Disabled Veterans Website

State of Kansas Department of Commerce  
M/WBE and DBE Department  
1000 S.W. Jackson St. Suite 100  
Topeka, KS. 60612  
785-296-3425

[www.kansascommerce.com](http://www.kansascommerce.com)

Kansas M/WBE and DBE database and certification

Missouri Department of Transportation  
External Civil Rights  
1017 Missouri Blvd  
Jefferson City, MO. 65102  
573-526-2978

[www.modot.org/ecr](http://www.modot.org/ecr)

Missouri DBE database and certification

Lambert St. Louis International Airport  
4610 N. Lindbergh, Suite 240  
Bridgeton, MO 63044  
314-551-5000  
[www.mwdbe.org](http://www.mwdbe.org)  
St. Louis M/WBE and DBE database and certification

City of Kansas City Missouri  
MBE/WBE Division  
414 E. 12<sup>th</sup> St  
Kansas City, MO. 64106  
816-513-1313  
Kansas City M/W/DBE database and certification  
[www.kcmo.gov/humanrelations/resources](http://www.kcmo.gov/humanrelations/resources)

St. Louis Development Corporation  
1520 Market St. Suite 2000  
St. Louis, MO. 63103  
314-657-3700  
[www.stlouis-0mo.gov/slde](http://www.stlouis-0mo.gov/slde)  
Certification help for M/WBE suppliers in St. Louis area.

Mid-States Minority Supplier Development Council  
317 N. 11<sup>th</sup> St. Suite 502  
St. Louis, MO. 63101  
314-436-8877  
[www.midstatesmsdc.org](http://www.midstatesmsdc.org)  
MBE certification for St. Louis based corporations/database available for a fee

Mountain Plains Minority Supplier Council  
777 Admiral Blvd.  
Kansas City, MO. 64106  
816-221-4200  
[www.mpmsdc.org](http://www.mpmsdc.org)  
MBE certification for Kansas City based corporations/database available for a fee

U.S. Small Business Administration-Kansas City  
1000 Walnut Suite 500  
Kansas City, MO. 66106  
816-426-4900  
<http://www.sba.gov/about-offices-content/2/3123>  
Kansas City SBA Office. Info for Federal Gov. Certification

U.S. Small Business Administration-St. Louis  
1222 Spruce St. Suite 10.103  
St. Louis, MO. 63103  
314-539-6600  
<http://www.sba.gov/about-offices-content/2/3124>  
St. Louis SBA Office. Info for Federal Gov. Certification.

U.S. Veterans Business Administration  
Veteran and Service Disabled Veteran Database and verification  
[www.vetbiz.gov](http://www.vetbiz.gov)  
U.S. database of Veteran and Service Disabled Veteran Businesses

St. Louis Minority Business Council  
308 N. 21<sup>st</sup> St, 7<sup>th</sup> floor  
St. Louis, MO. 63101  
314-241-1143  
[www.slmhc.org](http://www.slmhc.org)  
St. Louis MBE certifying agency/database access for a fee

Women's Business Development Center (WBENC)-Chicago  
8 S. Michigan Ave Suite 400  
Chicago, Illinois 60603  
312-853-3477  
[www.wbdc.org](http://www.wbdc.org)  
Certification for WBE's in the Missouri area

**REQUEST FOR PROPOSALS**  
**DETAILED SPECIFICATIONS AND SPECIAL CONDITIONS**  
**RFP# 31036: UM SYSTEM DIGITAL MARKETING LEAD GENERATION**

**I. SCOPE OF CONTRACT:**

The University of Missouri System seeks to promote the online degree and certificate programs offered by its four universities via online.umsystem.edu, a new collaborative web platform launched in 2018. Accordingly, the UM System seeks a strong partner with extensive experience in digital marketing lead generation in higher education, specifically online education.

The University of Missouri System seeks proposals for digital advertising services including creative design and concepting; asset creation; media buying and placement; and performance analytic tracking and reporting for the purpose of promoting the online degree and certificate programs offered by its four campuses: University of Missouri-Columbia, University of Missouri-Kansas City, University of Missouri-St. Louis and Missouri University of Science and Technology.

The awarded supplier(s) will work with the Office of Strategic Communication and Marketing to achieve the UM System's goal of increasing inquiry generation volume for online program enrollment growth, as well as provide student-acquisition digital advertising campaign services in national and/or regional markets complimenting the ongoing work by the four universities.

The University of Missouri System reserves the right to make multiple awards and/or to reject any and all respondents. Proposals shall be submitted in accordance with the terms and conditions of this RFP and any addenda issued hereto.

**II. WARRANTY PERIOD:**

The bidder shall provide a complete description of any and all warranties, including the period, offered as part of the bid.

Installation agency shall fully guarantee all work and materials for a period of one (1) year from date of acceptance. Should any defects in work or materials appear within the above-mentioned time, Contractor agrees to repair or replace it without cost to the owner, as directed, immediately upon written notice of such defect from owner. Trips to the job site shall be made without charge to the owner provided the trips relate to a specific problem related to a defect in equipment or improper installation.

**III. FINANCIAL DISCLOSURE:**

All respondents must provide a complete disclosure of any and all financial relationships between Respondent and UM System faculty and staff.

**IV. PAYMENT:**

Payment in full will be made within thirty (30) days after receiving invoices for goods/services rendered as meeting all performance specifications.

Application for payment shall be made upon properly certified vendor's invoice rendered in duplicate.

**V. MISSOURI CONTRACT:**

This agreement shall be deemed to have been made in Missouri and the rights or liabilities of the parties determined in accordance with the laws of the State of Missouri.

**VI. PERIOD OF CONTRACT:**

Contract shall be effective from date of award through **(June 30th, 2019)**, with the option by the UM System to renew for four ( 4 ) additional annual terms.

Each respondent is required to state their maximum percent increase for items awarded for the successive annual renewal periods. This percent increase shall be a percentage change in the unit prices and shall not exceed that percent OR the consumer price index percentage, all urban consumers, for the most recent reported period, whichever is less.

The University of Missouri System shall not interpret the maximum percent change for the renewal periods to be in effect automatically at period of renewal.

The successful respondent is required to submit in writing to the University of Missouri System, Office of the Director of Supply Chain, 2910 LeMone Industrial Boulevard, N20, Columbia, Missouri, 65201, ninety (90) days prior to the anniversary date of the contract the proposed price adjustment including justification for the proposed change for the next annual term of contract. If the University accepts the proposed price adjustment, an addendum to the contract will be prepared which will extend the contract and reflect the new unit prices. If the successful respondent does not submit this change to the Contract Services Department in the time and manner as above stated, the agreement may, at the option of the University, be renewed at the same unit prices from the previous annual contract period.



## **NON-FUNDING CLAUSE:**

The Curators of the University of Missouri is a public corporation and, as such, cannot create an indebtedness in any one year (the fiscal year beginning July 1 to June 30) above what they can pay out of the annual income of said year as set forth in Section 172.250 RS MO. Therefore, if the University determines it has not received adequate appropriations, budget allocations or income to enable it to meet the terms of this contract, the University reserves the right to cancel this contract with thirty (30) days notice.

## **VII. INSTRUCTIONS FOR PROPOSAL RESPONSE:**

Respondents are required to fully respond with compliance statements to each of the mandatory/limiting specifications/criteria. Respondents are required to fully respond with description of ability to meet (and how) desirable specifications/criteria.

Respondents must be clear and concise in responses in order to be fully credited in the evaluation. Attach and reference any relevant documentation that would ensure the evaluating committee that specifications are met. If “no response” or insufficient response to substantiate compliance is provided, the University reserves the sole right to reject vendor’s proposal from further consideration. Do not include responses that are superfluous or irrelevant to the specific question asked. These are not valuable in the volume of information the various evaluating teams must review.

Multiple copies of Proposals must be submitted in the number and manner as specified below:

**Volume I** – Functional Technical Section is to be submitted with one (1) original and one (1) electronic copy via jump drive and must contain:

- Response to Information for Respondents and General Conditions, Mandatory Specifications and vendor responses, and Desirable Specifications and vendor responses. If there is any vendor related contract that must be signed as part of doing business, it should also be included in this section. **This section includes all response information, except pricing information.**

**Volume II** - Financial Response Section must be submitted in a separately sealed envelope (one original and one electronic copy) and contain:

- Proposal Form with any supplemental pricing schedules, if applicable, and Financial Summary including additional costs, if any, for Desirable Specification Compliance, functional or technical. This section should

also include the Supplier Diversity Participation Form. Financial statements that may be required are also to be included in this section.

**Vendor must complete and return the University Proposal Form with proposal response. Vendor quote sheets are not acceptable forms of bidding and could cause rejection of response.**

## **VIII. EVALUATION AND CRITERIA FOR AWARD OF PROPOSAL:**

Proposals will be awarded based upon the pricing and functional/technical evaluation.

Respondents must meet the mandatory requirements to be “qualified” for scoring. If requirements are not met, the vendors are disqualified from further evaluation/award. Qualified remaining respondents will be scored on their ability to meet scored criteria/ desirable specifications, which includes qualitatively, how specifications are met. A team will evaluate and assign points to vendor’s responses to desirables. At the sole option of the University, the functional/technical review team may decide to go on a site visit, at their expense or request vendors to perform presentation to confirm specifications are met as provided in responses. The University could elect to not award to a potential respondent if site visits revealed compliance inconsistency

## **IX. INSURANCE**

### **Insurance (low risk)**

Contractor agrees to maintain, on a primary basis and at its sole expense, at all times during the life of any resulting contract the following insurance coverages, limits, including endorsements described herein. The requirements contained herein, as well as the University’s review or acceptance of insurance maintained by Contractor is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Contractor under any resulting contract. Coverage to be provided as follows by a carrier with A.M. Best minimum rating of A- VIII.

**Commercial General Liability** Contractor agrees to maintain Commercial General Liability at a limit of not less than \$1,000,000 Each Occurrence, \$2,000,000 Annual Aggregate. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability.

Contractor may satisfy the minimum liability limits required for Commercial General Liability or Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum per occurrence limit of liability under the

Umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for either Commercial General Liability or Business Auto Liability. Contractor agrees to endorse the University as an Additional Insured on the Umbrella or Excess Liability, unless the Certificate of Insurance state the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.

**Note:** Anyone who serves alcoholic beverages on a University of Missouri Campus must also provide liquor liability coverage. This should be written on an "occurrence basis" and have limits not less than \$1,000,000 each claim or each common cause and at least a \$1,000,000 aggregate. The insurance carrier, policy number, effective date and limits should be shown on an insurance certificate provided to the University of Missouri. The Curators of the University of Missouri should be named as an Additional Insured on such policy and a copy of the endorsement should be provided along with the certificate of insurance.

**Business Auto Liability (If required in service performance)** Contractor agrees to maintain Business Automobile Liability at a limit not less than \$1,000,000 Each Occurrence. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event Contractor does not own automobiles, Contractor agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

**Workers' Compensation & Employers Liability** Contractor agrees to maintain Workers' Compensation in accordance with Missouri State Statutes or provide evidence of monopolistic state coverage. Employers Liability with the following limits: \$500,000 each accident, disease each employee and disease policy limit.

### **Contract Language**

The Curators of the University of Missouri, its officers, employees and agents are to be Additional Insured with respect to the project to which these insurance requirements pertain. A certificate of insurance evidencing all coverage required is to be provided at least 10 days prior to the inception date of the contract between the contractor and the University. Contractor/Party is required to maintain coverages as stated and required to notify the University of a Carrier Change or cancellation within 2 business days. The University reserves the right to request a copy of the policy. The University reserves the right to require higher limits on any contract provided notice of such requirement is stated in the request for proposals for such contract.

### **Indemnification**

The Contractor agrees to defend, indemnify, and save harmless The Curators of the University of Missouri, their Officers, Agents, Employees and Volunteers, from and against all loss or expense from any cause of action arising from the Contractor's operations. The contractor agrees to investigate, handle, respond to and provide defense for and defend against any such liability, claims, and

demands at the sole expense of the Contractor or at the option of the University, agrees to pay to or reimburse the University for the Defense Costs incurred by the University in connection with any such liability claims, or demands.

The parties hereto understand and agree that the University is relying on, and does not waive or intend to waive by any provision of this Contract, any monetary limitations or any other rights, immunities, and protections provided by the State of Missouri, as from time to time amended, or otherwise available to the University, or its officers, employees, agents or volunteers.

Failure to maintain the required insurance in force may be cause for contract termination. In the event the Agency/Service fails to maintain and keep in force the required insurance or to obtain coverage from its subcontractors, the University shall have the right to cancel and terminate the contract without notice.

The insurance required by the provisions of this article is required in the public interest and the University does not assume and liability for acts of the Agency/Service and/or their employees and/or their subcontractors in the performance of this contract.

**X. NEW TECHNOLOGY RELEASES DURING CONTRACT PERIOD:**

In the event that a new product within same family of products is released, and contracted vendor is willing to offer same discount or greater as is protected under this contract, the University reserves the right, at its discretion, to accept or reject a newly released product as part of the vendor's system under this contract. Successful vendors who wish to add products to the existing product line must submit a written request for such, which references University **PROPOSAL # 31036** to **Kyla Rogers**, Office of the Director of Supply Chain, 2910 LeMone Industrial Boulevard, N20, Columbia, Missouri 65201.

**XI. MANDATORY SPECIFICATIONS**

**\*\*\*The following questions are mandatory requirements that must be met (YES) in order for a proposal response to be considered. Please mark the box either YES or NO and return with the submission.**

1. It is mandatory that the respondent have at least five (5) years of experience creating digital campaigns as well as digital media buying services as it pertains to higher education.
  - YES or  NO
  
2. It is mandatory that the respondent have experience in purchasing a minimum of \$1 million annually for a single client.
  - YES or  NO

3. It is mandatory that the respondent have a successful record of assisting colleges and universities with online program recruitment advertising.
  - **YES** or  **NO**
4. It is mandatory that the respondent have a history of effective lead-generation marketing.
  - **YES** or  **NO**
5. It is mandatory that The Curators of the University of Missouri retain rights to all creative work produced by an agency or subcontracted agency.
  - **YES** or  **NO**
6. It is mandatory that the vendor provide a dedicated team to manage the UM System digital marketing project.
  - **YES** or  **NO**
7. It is mandatory that the supplier handle all media purchasing, placement, billing and payment with the third party platforms on behalf of the University of Missouri System.
  - **YES** or  **NO**
8. It is mandatory that the vendor must have strong applied research skills, ability to clearly identify key themes and superior writing skills as well as the ability to synthesize results into a summary of findings with recommendations.
  - **YES** or  **NO**
9. It is mandatory that the vendor provide a central dashboard showing the performance of the marketing efforts.
  - **YES** or  **NO**

## **XII. DESIRABLE SPECIFICATIONS**

1. Disclose general information about your agency including a brief history and information regarding the type of experience the agency has as it relates to this project.
2. Provide a description of the standard services offered by your agency, any clients also in the Higher Education category that you serve, and additional related services you provide.
3. Provide three (3) client references related to online program recruitment advertising. Indicate name, title, institution, email and telephone number, scope of services provided and any noteworthy successes achieved for each client reference.

4. Describe your company's account management organization. Provide bios of key account management personnel who will be assigned to work with the UM System, as well as an explanation of the person's role in servicing the account.
5. Describe your company's technological capabilities to provide result testing and performance monitoring for a project similar in size to this RFP.
6. Provide any unique or significant information about the agency, which is relevant to demonstrating its experience, and how it is uniquely qualified to provide "multiple digital campaign services" to the UM System.
7. Provide examples of value-added services that the vendor can provide.
8. Provide examples of special knowledge and understanding of the Missouri media market; demonstrate experience and statewide and regional buys.
9. Provide examples of a similar project that your organization has executed. Explain the overarching campaign approach including content and creative concept through creation and execution.
10. Describe and provide a full list of in house services (NOT those of subcontractors), such as media analysis, media buying, (with specific, demonstrated experience in the Columbia, Kansas City, and Rolla and St. Louis designated market areas, if applicable), database analysis, customer segmentation analysis, and media auditing and analysis.
11. Describe how your company has utilized media budget to creatively extend reach and lead generation goals. Please provide examples and outcomes with Key Performance Indicators (KPIs) on past work.

#### **SPECIAL INSTRUCTIONS—ELECTRONIC REQUESTS**

**If you have requested and/or otherwise received an electronic copy, and for any reason our specifications and general conditions are altered in the response, University will ignore the alteration, and our specifications and general conditions will be the prevailing document.**