



STATE OF MISSOURI
OFFICE OF ADMINISTRATION
DIVISION OF PURCHASING AND MATERIALS MANAGEMENT (DPMM)
REQUEST FOR PROPOSAL (RFP)

RFP NO.: B3Z11078

TITLE: Advertising Agency of Record for Missouri Tourism

ISSUE DATE: 10/29/10

REQ NO.: NR 419 30701100002

BUYER: John Hall

PHONE NO.: (573) 522-1620

E-MAIL: john.hall@oa.mo.gov

RETURN PROPOSAL NO LATER THAN: 11/30/10 AT 2:00 PM CENTRAL TIME

MAILING INSTRUCTIONS: Print or type RFP Number and Return Due Date on the lower left hand corner of the envelope or package. Delivered sealed proposals must be in DPMM office (301 W High Street, Room 630) by the return date and time.

	(U.S. Mail)	or	(Courier Service)
RETURN PROPOSAL TO:	DPMM		DPMM
	PO BOX 809		301 WEST HIGH STREET, RM 630
	JEFFERSON CITY MO 65102-0809		JEFFERSON CITY MO 65101-1517

CONTRACT PERIOD: July 1, 2011 through June 30, 2012

DELIVER SUPPLIES/SERVICES FOB (Free On Board) DESTINATION TO THE FOLLOWING ADDRESS:

Division of Tourism
301 W. High Street, Room 290
Jefferson City, MO 65101

The offeror hereby declares understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all requirements and specifications contained herein and the Terms and Conditions Request for Proposal (Revised 01/20/10). The offeror further agrees that the language of this RFP shall govern in the event of a conflict with his/her proposal. The offeror further agrees that upon receipt of an authorized purchase order from the Division of Purchasing and Materials Management or when a Notice of Award is signed and issued by an authorized official of the State of Missouri, a binding contract shall exist between the offeror and the State of Missouri.

SIGNATURE REQUIRED

DOING BUSINESS AS (DBA) NAME		LEGAL NAME OF ENTITY/INDIVIDUAL FILED WITH IRS FOR THIS TAX ID NO.	
MAILING ADDRESS		IRS FORM 1099 MAILING ADDRESS	
CITY, STATE, ZIP CODE		CITY, STATE, ZIP CODE	

CONTACT PERSON		EMAIL ADDRESS	
PHONE NUMBER		FAX NUMBER	
TAXPAYER ID NUMBER (TIN)	TAXPAYER ID (TIN) TYPE (CHECK ONE) ___ FEIN ___ SSN	VENDOR NUMBER (IF KNOWN)	
VENDOR TAX FILING TYPE WITH IRS (CHECK ONE) (NOTE: LLC IS NOT A VALID TAX FILING TYPE.) ___ Corporation ___ Individual ___ State/Local Government ___ Partnership ___ Sole Proprietor ___ IRS Tax-Exempt			
AUTHORIZED SIGNATURE		DATE	
PRINTED NAME		TITLE	

1. INTRODUCTION AND GENERAL INFORMATION

1.1 Introduction:

1.1.1 This document constitutes a request for competitive, sealed proposals from Advertising Agencies to serve as the Advertising Agency of Record for the Missouri Division of Tourism as set forth herein.

1.1.2 Organization - This document, referred to as a Request for Proposal (RFP), is divided into the following parts:

- 1) Introduction and General Information
- 2) Contractual Requirements
- 3) Proposal Submission Information
- 4) Pricing Page
- 5) Exhibits A - L
- 6) Terms and Conditions
- 7) Attachments 1 - 4 The offeror is advised that attachments exist to this document which provide additional information and instruction. These attachments are separate links that must be downloaded from the Division of Purchasing and Materials Management's Internet web site at: <https://www.moolb.mo.gov>. It shall be the sole responsibility of the offeror to obtain each of the attachments. The offeror shall not be relieved of any responsibility for performance under the contract due to the failure of the offeror to obtain a copy of the attachments.
- 8) Documents Available Upon Request In addition to the attachments and website links included herein by reference, the following documents are not available electronically nor on the internet. However, copies will be provided to interested offerors upon request and will be provided at the Pre-Proposal Conference, if requested in advance so that copies will be ready. Offerors should request copies of the documents listed below by contacting John Hall via e-mail at john.hall@oa.mo.gov.
 - ✓ Missouri Logo Usage Guide.
 - ✓ A CD containing:
 - (1) examples of past advertisements that will be shown at the pre-proposal conference. For informational purposes, the current VisitMO campaign began running in April 2010.
 - (2) the 2010 media schedule, and
 - (3) the various research reports identified herein.

1.2 Pre-Proposal Conference - A pre-proposal conference regarding this Request for Proposal will be held on November 15, 2010 at 10:30 a.m., in Room 470 of the Governor Office Building, 200 Madison Street, Jefferson City, Missouri.

1.2.1 Pre-Proposal Conference Agenda - The offeror should bring a copy of the RFP since it will be used as the agenda for the pre-proposal conference.

1.2.2 Pre-Proposal Conference RFP Questions – All potential offerors are encouraged to attend the Pre-Proposal Conference as it will be used as the forum for questions, communications, and discussions regarding the RFP. The offeror should become familiar with the RFP and develop all questions prior to the conference in order to ask questions and otherwise participate in the public communications regarding the RFP.

- a. Prior Communication – Prior to the Pre-Proposal Conference, the offeror may submit written communications and/or questions regarding the RFP to the buyer identified on page one. Such prior communication will provide the State of Missouri with insight into areas of the RFP which may be brought up for discussion during the conference and which may require clarification.

- b. During the Pre-Proposal Conference, it shall be the sole responsibility of the offeror to orally address all issues previously presented to the buyer by the offeror, including any questions regarding the RFP or areas of the RFP requiring clarification.
- c. Amendment to the RFP - Any changes needed to the RFP as a result of discussions from the Pre-Proposal Conference will be accomplished as an amendment to the RFP. Neither formal minutes of the conference nor written records of the questions/communications will be maintained.

1.2.3 Pre-Proposal Conference Special Accommodations - Offerors are strongly encouraged to advise the Division of Purchasing and Materials Management within five (5) working days of the scheduled pre-proposal conference of any special accommodations needed for disabled personnel who will be attending the conference so that these accommodations can be made.

1.3 Background Information:

1.3.1 Recognizing the role of tourism in creating a strong economy for Missouri, the 74th General Assembly created the Missouri Tourism Commission in 1967. The Division of Tourism is the administrative arm of the commission and is an agency of the Department of Economic Development.

- a. The Division of Tourism is responsible for promoting Missouri as a premier destination for tourists from throughout the United States and from around the world. The Division is dedicated to increasing Missouri's share of the growing international and ethnic tourism markets, as well as encouraging visitation from the Americans who live within a day's drive of Missouri.
- b. The Missouri Tourism Commission consists of 10 members:
 - 1) The lieutenant governor;
 - 2) Two members of the Senate of different political parties, appointed by the president pro tem of the Senate;
 - 3) Two members of the House of Representative of different political parties, appointed by the speaker of the House; and
 - 4) Five other persons appointed by the governor who may include, but are not limited to, persons engaged in tourist-oriented operations. No more than three of the governor's appointees shall be the same political party.
- c. The Chairman of the Commission and the director of the Division of Tourism report to each regular session of the General Assembly, recommending legislation in the field of tourism promotion and related subjects in Missouri.
- d. Specific activities of the Division include:
 - 1) Creating research-based marketing programs to generate a distinctive image for the State and attract greater numbers of visitors who stay in Missouri for longer periods of time. Examples of ads from the previous campaigns as well as a copy of a past Media Schedule are included on a CD that is available upon request as described previously. In addition, the CD contains a basic budget from the existing FY10 marketing campaign. (Note: Attachment 1 describes the budget for the current campaign developed pursuant to the requirements of C307095001. The requirements of C307095001 are different than the requirements of this RFP. Therefore, the budget in Attachment 1 contains things that may or may not be required herein.
 - 2) Providing timely information about Missouri such as the travel guide and maintaining a website for consumers and groups expressing interest in visiting Missouri.
 - A RUF Inquiry Database Report which documents the number of inquiries (e.g., requests for information about Missouri) received over the course of a fiscal year is included on the CD that is available upon request as described previously. In response to each inquiry, a

Missouri Division of Tourism Fulfillment Packet is mailed at either bulk or first class mail rate. The current Missouri Division of Tourism Fulfillment Packet normally includes the Missouri Travel Guide and the Official State Highway Map.

- ✓ In 2009, approximately 350,000 travel guides were distributed during the year. In 2008, approximately 375,000 travel guides were distributed. The Missouri Division of Tourism Fulfillment Packet is not available electronically. However, the online version of the Missouri Travel Guide can be found at <http://visitmo.com/printedvacationplanner>.
 - Approximately 167,000 (out of a total press run of 350,000) Travel Guides were shipped from the Division's fulfillment contractor in 2009 in response to inquiries. The remaining guides were distributed through various other ways, including the Division's seven welcome centers, Chambers of Commerce, Convention and Visitors Bureaus (CVBs), and other avenues.
- 3) Engaging in public relations activities, including the distribution of regular news releases and a monthly newsletter, conducting press trips and media missions, participating in trade shows, and pitching stories to encourage favorable news coverage for Missouri tourism destinations. The Division has a Communications Officer whose primary responsibility involves public relations activities.
 - 4) Operating the Welcome Centers at key entry points to the State. Currently, there are seven (7) such centers. Staff at the centers interact with visitors, suggesting additional places to go and things to see in the state. They distribute literature, that includes the Missouri Travel Guide, maps, and information pieces specific to destination and attractions.
 - 5) Maintaining close working relationships with regional and national tourism organizations including the U.S. Travel Association, the Travel and Tourism Research Association (TTRA), the National Tour Association, the American Bus Association, and the Mississippi River Parkway Commission.
 - 6) Working closely with tourism-related constituencies within the State, such as the Missouri Travel Council and the Missouri Association of Convention and Visitors Bureaus, to develop cooperative marketing partnerships.
 - 7) Conducting systematic research to measure both past marketing efforts and to look at current consumer trends. Additionally, advertising is pre-tested and its effectiveness post-tested to determine the return on investment (ROI) on all tourism-related marketing expenditures in an effort to gauge the effect of tourism on the state's economy, and quantify tax revenues and jobs generated through tourism. All research services are obtained via a separate RFP and are not included as a requirement of this RFP. The following research studies are included on the CD that is available upon request as described previously:
 - ✓ RUF Inquiry Database Dashboards.
 - ✓ Texas A&M Annual Website Reports - 1st and 2nd Quarter 2010.
 - ✓ Strategic Marketing and Research Inc. Reports:
 - Advertising/PR Effectiveness Research 2009 Phase 1.
 - Advertising/PR Effectiveness Research 2009 Phase 2.
 - Advertising Test Research 2010
 - ✓ FY 2009 Economic Impact of Missouri's Tourism and Travel Industry
 - ✓ TNS Awareness Study 2009
 - ✓ African American Radio Advertisements.

- e. Additional information can be obtained from the Division of Tourism's website at the following main address. Other specific publications/materials can be found as identified in the subparagraph below:

<http://www.visitmo.com/>

- 1) The Division of Tourism Annual Report and other research and reports can be found at the following web address:

<http://www.visitmo.com/industryReports.cfm>

f. Market Tier Strategy:

- 1) The Division's market tier strategy is derived from a weighted calculation that takes into account the following factors.
- ✓ Market population statistics
 - ✓ Propensity to take a vacation
 - ✓ Propensity to vacation in Missouri
 - ✓ Missouri Vacation Planner request data
 - ✓ Driving time and distance
 - ✓ Competitive conditions
 - ✓ Market media costs
- 2) Markets that exhibit the most favorable combination of data from the areas listed above are designated as Tier I, signifying highest propensity to respond to the Division's marketing campaigns and convert to overnight visitation. Tier II markets demonstrate a high propensity to visit Missouri. Tier III markets indicate a good propensity to visit Missouri. Marketing messages and media plans are formulated to address the varying likelihood of visitation from the three tiers.
- 3) As evidenced in the media plan, there have been some ads, particularly print ads, that have run outside of the tiers in national publications. The Division tracks results from such national placement and will make the information available to their advertising agency of record as needed.

1.3.2 In calendar year 2010, the advertising agency of record developed:

- a. Four (4) television commercials
- b. Eleven (11) print magazine advertisements
- c. Four (4) internet banner advertisements
- d. Thirty (30) e-blasts (for a total of 2.1 million emails) on various topics in conjunction with the database contractor.

1.3.3 Contract Records – The State of Missouri, Division of Purchasing and Materials Management has several existing contracts for the Division of Tourism for similar or related services. All these contracts and the proposal and evaluation documentation leading to the award of the contract are available to be viewed and printed from the Division of Purchasing and Materials Management's Awarded Bid & Contract Document Search System located on the Internet at: <http://www.oa.mo.gov/purch>. Information about some of the related contracts is provided below:

- a. Advertising Agency of Record for Missouri Tourism - Search by the contract number, C307095001, or search by the bid number, B3Z07095 to find information on the Awarded Bid & Contract Document Search System.
- b. Fulfillment Services – Search by the contract number, C208012001, or the bid number, B2Z08012 to find information on the Awarded Bid & Contract Document Search System.

- c. Website - Search by the contract number, C210020001, or the bid number, B2Z10020 to find information on the Awarded Bid & Contract Document Search System.
 - d. Research Services - Search by the contract numbers C310139001, C310139002, C310139003, and C310139004 or the bid number, B3Z10139, to find information on the Awarded Bid & Contract Document Search System.
 - e. Design, Production, Printing for Missouri Vacation Planner Publication - Search by the contract number, C310016001, or the bid number, B3Z10016, to find information on the Awarded Bid & Contract Document Search System.
 - f. Management of the Tour and Travel Services - Search by the contract number, C308099001; or the bid number, B3Z08099, to find information on the Awarded Bid & Contract Document Search System.
- 1.3.4 Although an attempt has been made to provide accurate and up-to-date information, the State of Missouri does not warrant or represent that the background information provided herein reflects all relationships or existing conditions related to this Request for Proposal.

2. CONTRACTUAL REQUIREMENTS

2.1 General Requirements:

2.1.1 The contractor shall develop and provide an integrated marketing program including, but not limited to those services listed below and shall provide all those services customarily performed by a modern, professional, full service advertising agency as the advertising agency of record for the Missouri Tourism Commission/Division of Tourism (hereinafter referred to as the "state agency"):

- a. Advertising services, including creation, preparation, and placement of advertising in various paid media within the United States and possibly, international markets,
- b. Media services,
- c. Public relations services,
- d. Cooperative marketing,
- e. Internet marketing ads,
- f. Sponsorship services,
- g. Sales promotions,
- h. Direct marketing,
- i. Social media marketing and promotion, and
- j. Web marketing, such as online photography contests.

2.1.2 Contractor Qualifications - The contractor must currently be and must have been operating as a full-service advertising agency for a minimum of three years.

- a. Because the contractor will be advertising the advantages of the State of Missouri as a travel destination and promoting the positive attributes of the State of Missouri, the contractor must operate an office within the geographic boundaries of the State of Missouri. The contractor shall agree and understand that the state agency requires most meetings between the contractor and the state agency to be held at the state agency office in Jefferson City, MO. However, in the event that the state agency requires a meeting at the contractor's office, the office within the geographic boundaries of the State of Missouri shall be the only contractor location where any such meeting shall be held. The state agency shall not travel outside the State of Missouri for meetings at the contractor's office.
- b. While operating as a full-service advertising agency, the contractor must within the last two years have had at least one (1) consumer-targeted account with annual media billings of approximately two million dollars (\$2,000,000.00) using broadcast, e-marketing, and print media.
- c. On the effective date of the original contract period herein, the contract for the State of Missouri shall not represent more than thirty percent (30%) of the contractor's total annual billings. Throughout the effective period(s) of the contract, the contractor should never have any one account/current client who represents more than thirty percent (30%) of the contractor's total annual billings.
- d. For purposes of the above requirements, if the contractor is responsible for the media purchases, even if the actual expenditures do not pass through the contractor's fiscal office, it shall be considered the contractor's media billings.

2.1.3 The contractor shall furnish all material, labor, facilities, equipment, and supplies necessary to perform the services required herein to the sole satisfaction of the state agency in accordance with the provisions and requirements stated herein in order to assist the state agency in meeting its objectives of:

- a. Increasing visitation to Missouri,
- b. Increasing visitor spending in Missouri, and
- c. Increasing overnight stays.

2.2 Contractor Personnel Requirements:

The contractor shall provide personnel in compliance with the following requirements. References to "the contractor" throughout this document shall also be deemed to include the person(s) provided by the contractor as required herein.

2.2.1 Account Team Requirements - Unless otherwise approved by the state agency on a case by case basis, the contractor must provide and assign an account team consisting of the number and type of representatives with the qualifications/requirements as identified on Attachment 2 who shall serve as the primary contact people for the state agency regarding the specific area of expertise identified. For purposes of this document, if a team member is required to be "dedicated" it shall be deemed to mean that such person is dedicated to the state agency account and shall not be assigned to any other account team(s) of the contractor.

- a. Upon contract award, the contractor shall provide the state agency with a staffing chart identifying the account service person(s) who shall be available and on-call for the state agency seven (7) days a week, twenty-four (24) hours a day. The contractor shall notify the state agency two-weeks prior to any changes in the account service person(s) provided.
 - 1) The staffing chart must also identify contact information for such person(s) for the entire period.
 - 2) Unless prior arrangements are approved by the state agency, the account service person who is assigned to be available to the state agency shall be the same person each time with a consistent phone number.
- b. In addition to the individual minimum qualifications stated on Attachment 2, the contractor and the majority of the assigned account team must be qualified through experience and training in travel and tourism advertising and marketing.
- c. Throughout the effective period of the contract, the contractor and the personnel assigned to the account team must become and stay involved in tourism industry activities and must become knowledgeable about the State of Missouri and its attributes.
- d. In the event that the total budget available for the state agency account falls below \$4,500,000.00, Attachment 2 will be modified via a formal contract amendment to reduce the requirement for full time equivalent personnel to a level/percentage of personnel that is mutually agreeable between the contractor and the state agency, based on the total budget available. Inability to reach agreement shall be grounds for termination and rebid of the contract.

2.2.2 Approval and Replacement of Personnel - The contractor agrees and understands that the State of Missouri's agreement to the contract is predicated in part on the utilization of the specific personnel, personnel qualifications, and personnel resources identified in the contractor's proposal.

- a. The contractor shall agree and understand that the state agency shall have the right to approve or disapprove assignment of any of the contractor's personnel assigned to the account team. Furthermore, the contractor must obtain the written approval of the state agency prior to replacement of any previously approved account team member. The contractor further agrees that any replacement made must be determined by the state agency to be essentially equal or better than originally proposed in terms of overall qualifications.
 - 1) The contractor shall include the state agency in the search process to review potential replacements.
 - 2) The state agency's approval of a replacement shall not be construed as acceptance of the person's performance potential.
 - 3) The state agency agrees that an approval of a replacement will not be unreasonably withheld.

- b. The contractor shall agree and understand that state agency shall have the right to request replacement of any person assigned to the account team for any reason. Unless the situation regarding the contractor's assigned personnel requires immediate replacement, the contractor shall be allowed at least fourteen (14) calendar days after notification to replace unsatisfactory personnel.
- c. Personnel other than account team - Within the first fourteen (14) calendar days after a change, the contractor must notify the state agency in writing of other changes in personnel that may affect the state agency account (other than account team personnel which must be approved as stated previously.) If required by the state agency after such notification, the contractor shall provide the state agency with a copy of the resume for any new personnel who may serve as a resource on the state agency's account.

2.2.3 Liquidated Damages - The contractor shall agree and understand that the availability of the specific personnel as required herein and on Attachment 2 is considered critical to the efficient operations of the state agency. However, since the amount of actual damages would be difficult to establish in the event the contractor fails to comply with the requirements, the contractor shall agree and understand that the amount identified below as liquidated damages shall be reasonable and fair under the circumstances.

- a. In the event an assigned account team person is unavailable to the state agency during the hours in which such person is required to be available, and such person continues to be unavailable even after the state agency's notification to the contractor of such person's unavailability, the contractor shall be assessed liquidated damages to the state agency in accordance with one (1) of the following calculations:
 - 1) If the state agency hires an outside/private person, company, and/or entity to provide the necessary service, the contractor shall pay the state agency the total cost charged by such company to perform the service.
 - 2) If the state agency uses State of Missouri personnel or resources to provide the necessary service, the contractor shall pay the state agency the actual costs incurred by the State of Missouri. Such actual costs shall be calculated by the per hour price of the state personnel who perform the service and shall include material costs, etc.
- b. The contractor shall also agree and understand that such liquidated damages shall either be deducted from the contractor's invoices pursuant to the contract or paid by the contractor as a direct payment to the state agency at the sole discretion of the state agency.
- c. The contractor shall understand that the liquidated damages described herein shall not be construed as a penalty.
- d. The contractor shall agree and understand that all assessments of liquidated damages shall be within the discretion of the State of Missouri and shall be in addition to, not in lieu of, the rights of the State of Missouri to pursue other appropriate remedies.

2.2.4 Training and Education - The contractor must provide all necessary training and education for the contractor's personnel in order for the personnel to effectively perform the requirements of the contract.

2.2.5 Authorized Personnel:

- a. The contractor shall only utilize personnel authorized to work in the United States in accordance with applicable federal and state laws. This includes but is not limited to the Illegal Immigration Reform and Immigrant Responsibility Act (IIRIRA) and INA Section 274A.
- b. If the contractor is found to be in violation of this requirement or the applicable state, federal and local laws and regulations, and if the State of Missouri has reasonable cause to believe that the

contractor has knowingly employed individuals who are not eligible to work in the United States, the state shall have the right to cancel the contract immediately without penalty or recourse and suspend or debar the contractor from doing business with the state. The state may also withhold up to twenty-five percent of the total amount due to the contractor.

- c. The contractor shall agree to fully cooperate with any audit or investigation from federal, state, or local law enforcement agencies.
- d. If the contractor meets the definition of a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, the contractor shall maintain enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the contracted services included herein. If the contractor's business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, then the contractor shall, prior to the performance of any services as a business entity under the contract:
 - 1) Enroll and participate in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; AND
 - 2) Provide to the Division of Purchasing and Materials Management the documentation required in the exhibit titled, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program; AND
 - 3) Submit to the Division of Purchasing and Materials Management a completed, notarized Affidavit of Work Authorization provided in the exhibit titled, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization.
- e. In accordance with subsection 2 of section 285.530, RSMo, the contractor should renew their Affidavit of Work Authorization annually. A valid Affidavit of Work Authorization is necessary to award any new contracts.

2.3 Advertising Campaign Development Requirements:

- 2.3.1 By no later than fourteen (14) calendar days after the effective date of the contract, the contractor shall schedule and meet in Jefferson City, MO with state agency personnel and other designees, as determined by the state agency, to discuss the advertising campaign methodology submitted by the contractor in the contractor's proposal and to obtain any specific information, data, and/or instructions necessary to finalize the proposed advertising campaign. The state agency shall have the right to modify, require changes, research testing or any additional elaboration to the advertising campaign as deemed necessary to accomplish and fulfill the needs of the state agency.
- 2.3.2 By no later than thirty (30) calendar days after such meeting, the contractor shall revise the advertising campaign pursuant to the requirements specified by the state agency in the meeting specified above and shall finalize and submit the final written research based advertising campaign to the state agency for review and approval. The advertising campaign shall be designed for the maximum budget amount specified by the state agency, shall be comprehensive for the entire fiscal year, and shall include, but not be limited to, the following:
 - a. A marketing plan;
 - b. A creative campaign;
 - c. A complete schedule of advertising media, including Internet marketing ads and new media;
 - d. A public relations campaign;
 - e. Detailed data including recommendations for target markets related to implementation of the campaign;

- f. The contractor's approach for performance and completion of each requirement specified herein including timeframes, deliverables, and the level of effort needed by the contractor, the state agency, and other designated parties for successful completion; and
- g. Evaluation measures of the achievement of the state agency's goals and analysis of outcome data including return on investment (ROI) on all tourism-related expenditures in an effort to gauge the effect of tourism on the state's economy (The Advertising/PR Effectiveness Research included on the CD that is available upon request as specified previously herein).

2.3.3 The contractor shall comply with the following when developing the advertising campaign:

- a. The contractor shall review and make use of the state agency's past research efforts in all advertising development.
- b. The contractor shall utilize the state agency logo to accomplish the stated objectives. In addition, if desired by the state agency at any time, the contractor shall develop a completely new advertising campaign based on a new slogan, theme, and/or logo. Such development shall be at the sole direction of the state agency, based on market research.
- c. The contractor shall use images and messages that are at all times commensurate with the dignity of the State of Missouri.
- d. The contractor shall use motivating advertising messages that:
 - 1) Persuade and encourage visitors to travel to Missouri;
 - 2) Clearly distinguish and immediately identify Missouri from other travel destinations;
 - 3) Improve consumer perceptions of Missouri as a travel destination, promote the positive attributes of the state, and increase visitation and spending in Missouri;
 - 4) Increase consumer desire to seek additional travel information regarding visitation to Missouri; and
 - 5) Expand awareness of Missouri attributes that are considered important to prospective Missouri travelers.
- e. If required by the state agency, the contractor shall market to specific target markets as identified by segmentation, awareness, and other niche market research. Such markets may include, but not necessarily be limited to African-American and Hispanic audiences.
- f. The contractor shall integrate non-traditional media and high-tech marketing activities, such as interactive media, social media, and SEO/SEM (Search Engine Optimization/Search Engine Marketing) products. The contractor shall not be required to perform internet site development, management, or hosting of the Visit MO website. However, the contractor shall be responsible for the artistic direction and site aesthetic design of the state agency's website. The contractor shall work with the web development company to ensure that the design integrates into the site.
- g. If required by the state agency, the contractor shall include aggressive and attractive value-added programs.
- h. The contractor shall use public relations strategies to increase the number of stories about Missouri as a travel destination in order to promote Missouri as a viable destination for travelers. If required by the state agency, the contractor shall perform any of, but not necessarily limited to the following public relations activities:
 - 1) Media coverage, clipping, measurement, and ad equivalency calculation or other measures to gauge public relations return on investment.
 - 2) Management of contracts with public relations subcontractors including the online News Bureau development and hosting agency.

- 3) Distribution of regular news releases.
- 4) Writing and editing news releases.
- 5) Writing articles for state agency publications, such as the spring newspaper insert.
- 6) Proactively pitching stories to media representatives.
- 7) Responding to media inquiries for information.
- 8) Maintaining a database of tourism public relations contacts throughout the state.
- 9) Maintaining a database of media representatives throughout the state and country.
- 10) Assisting in developing and executing media missions to media hubs, such as New York, Des Moines, Chicago, Miami and Los Angeles.
- 11) Assisting in developing materials for media trade shows and participation in trade shows.
- 12) Assisting in developing press tour concepts and itineraries.
- 13) Assisting in executing press tours.
- 14) Working with the media buyer to leverage media buys and obtain advertorial opportunities. Writing and editing advertorial copy.
- 15) Developing speaking points.
- 16) Assisting in obtaining and distributing public relations materials such as press kits.
- 17) Proposing concepts for and executing attention-getting campaigns either independently of general market ad campaigns or supporting such campaigns
- 18) Develop and implement new media and other public relations as required.

2.3.4 The state agency estimates, but does not guarantee, that a media mix of television, full page, color print magazine advertisements, radio commercials, internet banner advertisements, and electronic and mobile marketing may be required.

2.3.5 After the advertising campaign has been finalized and approved as required above, the contractor shall continue to develop new and innovative ideas for promoting Missouri and for meeting the objectives of the state agency as specified herein. Prior to implementing any such new ideas or projects, the contractor shall submit a marketing proposal for consideration by the state agency that must briefly outline goals, strategies, and objectives for each such project.

2.4 Advertising Implementation Requirements:

2.4.1 The contractor shall implement, operate, and satisfy all requirements of the detailed advertising campaign prepared per the previous requirements and approved by the state agency.

- a. Due to changing fiscal and economic conditions and as instructed by the state agency, the contractor shall change, modify, or totally revise any or all of the advertising campaign assignments including but not necessarily limited to the strategy of objectives, media schedules, budget allocations, etc.
- b. Any modifications to the advertising campaign including development of a new campaign shall be developed and implemented in accordance with the requirements specified herein.

2.4.2 The contractor must have and follow a written plan for obtaining the state agency's approval of the development and implementation of each project/activity in the advertising campaign.

- a. No later than thirty (30) calendar days following the state agency's approval of the final advertising campaign by the state agency, the contractor must provide the state agency with a draft of the written implementation plan. The contractor shall agree and understand that the state agency shall have the right to require changes, additions, or additional elaboration to the implementation plan in order to ensure a detailed and comprehensive plan exists. The contractor shall not proceed until state agency approval of the implementation plan is obtained.
- b. The written implementation plan must include steps, criteria, and guidelines that shall be followed by the contractor to obtain the state agency's approval for advertising campaign projects/activities. At a minimum, the contractor must comply with the following in the implementation plan:

- 1) The contractor must have a creative meeting with the state agency and designees of the state agency to discuss concepts.
- 2) The contractor must submit a Project Estimate Approval Form and a Media Approval Form for each project/activity and must obtain the state agency's written approval prior to proceeding with any project/activity. A copy of a sample Project Estimate Approval Form and a Media Approval Form are included as Attachments 3 and 4.
- 3) The contractor must document how each project/activity relates to the state agency's objectives, strategic direction, and outcomes.
- 4) Prior to final development, the contractor must submit all creative concepts to the state agency for review and comments in the form of rough layouts with written copy.
- 5) After rough layout, design, and copy are approved by the state agency, the contractor shall prepare comprehensive layouts and submit the comprehensive layouts to the state agency for final review and comments.
- 6) The contractor shall not complete a project/activity nor have it produced until the contractor receives final written approval of copy and concepts from the state agency.
- 7) Unless another time frame is approved or specified by the state agency on a case by case basis, the contractor must provide the state agency with a minimum of fourteen (14) calendar days for state agency initial review, comments, and approval.
 - ✓ If the state agency requires corrections or changes or requires the project/activity to be redone at any phase in its development, the contractor must perform the required corrections and changes.
 - ✓ Liquidated Damages - The contractor shall agree and understand that scheduling at least fourteen (14) calendar days for initial review by the state agency is considered critical to the efficient operations of the state agency. However, since the amount of actual damages would be difficult to establish in the event the contractor fails to comply with the scheduling requirements, the contractor shall agree and understand that the contractor shall be assessed liquidated damages in the amount of \$1,000 for each twenty-four (24) hour day less than fourteen (14) calendar days that the contractor provides the state agency for review and that such amount shall be considered reasonable and fair under the circumstances.
 - The contractor shall agree and understand that such liquidated damages shall either be deducted from the contractor's invoices pursuant to the contract or paid by the contractor as a direct payment to the state agency at the sole discretion of the state agency.
 - The contractor shall understand that the liquidated damages described herein shall not be construed as a penalty.
 - The contractor shall agree and understand that all assessments of liquidated damages shall be within the discretion of the State of Missouri and shall be in addition to, not in lieu of, the rights of the State of Missouri to pursue other appropriate remedies.

2.4.3 The contractor shall cooperate and coordinate services with the state agency and designees of the state agency in order for a coordinated advertising message to be presented to the public. The contractor shall base all advertising and share all advertising ideas with the coordinated input of appropriate state agency staff and staff of state agency designees. The state agency has or will have separate contracts for other services that all relate to the objectives of the state agency. Some, but not necessarily all such other

contracts are identified in the background information of this document. As part of the total advertising campaign effort of the state agency, the contractor shall cooperate with any and all such other contractors and shall coordinate advertising and marketing services as required by the state agency in order for a cooperative/coordinated advertising message to be presented to the public.

2.4.4 In the implementation and operation of the advertising campaign, the contractor shall prepare any and all advertisements, presentation materials and collateral materials to include, but not be limited to, copy and layouts, collateral, finished artwork, photographs, paste-ups, model fees, endorsements, testimonials, talent, story boards, scripts, music rights, filming, recording, video dubbing, editing, slide and video production, equipment rentals, scenery, properties, costumes, display materials, sales promotion, merchandising materials, brochures, copy writing, graphs, design, etc. as required to meet all contract requirements.

- a. The state agency has a significant amount of stock footage from previous photo and video shoots. The contractor shall have access to the state agency's pool of such stock footage for use in advertisements.
- b. The contractor shall agree that from time to time, the creative and/or production work for advertisements and/or the copy or creative concepts for advertisements may be provided by the state agency at the discretion of the state agency. In such cases, the contractor shall perform all other functions that may be necessary related to the advertisement, including media placement as directed and supplied by the state agency.
- c. As deemed necessary by the state agency, the contractor shall develop specialty advertising items, collateral materials, video multimedia and film presentations, and/or other promotions as requested.

2.4.5 After authorization by the state agency, the contractor shall order space, time, or other advertising mediums approved for the advertising campaign and shall endeavor to secure the most advantageous rates available. Any such advertising may also include space in Missouri's promotional publications. In addition to the state agency's advertising, the contractor shall perform the required services for advertising purchased in cooperation with partners as directed by the state agency as specified later herein as part of the Cooperative Marketing Program Requirements.

- a. The contractor shall meet with media representatives on behalf of the state agency and shall have, if and when requested by the state agency, a written evaluation of each proposal submitted by media representatives.
- b. In ordering space, time, or other advertising means, the contractor shall not be acting as an agent of the State, and shall not represent itself to be acting as an agent of the State. The contractor shall inform each media representative supplying space, time, or other advertising means that the contractor is not acting as an agent for the State and that the contractor shall be solely liable for payment to the media representative.
 - 1) The contractor shall only be permitted to invoice the state agency for media space, time, or other such advertising means after the advertising has been aired, published, or otherwise completed. See the Invoicing and Payment Requirements section of this document.
- c. The contractor shall properly incorporate approved messages in mechanical or other necessary form and forward it with instructions for the fulfillment of the advertising order, check and verify instructions, displays, broadcasts, or other media to be utilized, to such a degree as normally performed by advertising agencies and as regarded as good practice. Even though the state agency approval has been received, the contractor shall be responsible for ensuring that there are no typographical errors or omissions in the final advertisements, direct mail pieces, newsletters or any other public relations or marketing material.

- d. The contractor shall agree and understand that the state agency shall have the right, at any time, to cancel any space or time previously authorized for publication or broadcast, provided the publisher or other owner of said space or time will accept such cancellation without financial penalty, or if a penalty, provided the state agency shall pay any resulting costs or penalties.
- e. The contractor shall audit and verify accuracy of all invoices submitted by the media or broadcasters for space, time preparation, and promotional services.
- f. Documentation and Reporting - The contractor shall prepare and maintain the following documentation and shall submit reports to the state agency as further explained in the Reporting and Recordkeeping Requirements section of this document.
 - 1) The contractor must provide the state agency with copies of all insertion orders, change orders, and purchase orders with media/broadcast suppliers.
 - 2) The contractor must provide the state agency with tear sheets, publishers affidavit of publication or broadcast, and/or electronic equivalent (such as Novus) noted with the date of publication.
 - 3) The contractor shall provide the state agency with monthly reports regarding media purchases and planning.
 - 4) The contractor shall regularly evaluate media use and placement to ensure maximum effectiveness and shall provide a written evaluation to the state agency on a quarterly basis.

2.5 Additional Programs - Requirements of Advertising Campaign:

As part of the advertising campaign developed and implemented as described in the preceding requirements, if required by the state agency, the contractor shall also include the following programs:

- 2.5.1 Cooperative Marketing Program Requirements – The contractor shall place approved media advertising for cooperative marketing destination advertising participants in accordance with the most current version of the Destination Advertising Guidelines and as stated below. A copy of the current year Destination Advertising Guidelines can be found on the internet at the following address:
<http://industry.visitmo.com/IndustryInsights/CooperativeMarketing/FY2011ProgramInformation.aspx>

- a. If required by the state agency, the contractor shall order all approved space, time or other advertising means to accomplish the goals of the cooperative marketing destination advertising participants and shall be able to demonstrate effective buying through cost savings. The contractor shall invoice the cooperative marketing destination advertising participant for either fifty percent (50%) or one hundred percent (100%) of the cost of qualified ads placed by the contractor as instructed by the state agency.
 - 1) If the state agency instructs the contractor to invoice the cooperative marketing destination advertising participant at fifty percent (50%), the contractor shall provide a detailed invoice to the cooperative marketing destination advertising participant and the state agency each for fifty percent (50%) of the cost of qualified ads. At the time of submission of the invoice, the contractor shall provide both the cooperative marketing destination advertising participant and the state agency with the back-up documentation required in the Destination Advertising Guidelines. In addition, in order to document payment by the cooperative marketing destination advertising participant, the contractor shall provide the state agency with a copy of the cooperative marketing destination advertising participant's proof of payment by no later than ten (10) calendar days after the contractor received the payment.
 - 2) If the state agency instructs the contractor to invoice the cooperative marketing destination advertising participant at one hundred percent (100%), the contractor shall provide a detailed invoice and backup documentation as required in the Destination Advertising Guidelines to the cooperative marketing destination advertising participant for the total cost of qualified ads and

shall provide the state agency with a copy of the contractor's invoice to the cooperative marketing destination advertising participant.

- 3) The contractor must obtain prior approval from the state agency on all cooperative advertisements to ensure that the state agency logo and/or credit line is included on all ads and complies with state agency guidelines for cooperative marketing. The state agency guidelines can be found in the Cooperative Marketing Reimbursement Guide, which can be found on the internet at the following address:

<http://industry.visitmo.com/IndustryInsights/CooperativeMarketing/FY2011ProgramInformation.aspx>

- 4) If the state agency instructs the contractor to participate in the Cooperative Marketing Program application review and evaluation process, the contractor shall assign appropriate media and creative staff subject to the approval of the state agency who will review and score assigned applications and participate in an evaluation meeting held in Jefferson City.

b. Cooperative Marketing Reports:

- 1) The contractor shall submit a monthly cooperative marketing report describing media placed and media yet to be placed on behalf of cooperative marketing destination advertising participants.
- 2) By January 31 each calendar year, the contractor shall review past research and submit a list to the state agency for approval of all potential media and markets that are both appropriate for the program participants and meet the objectives of the state agency. The contractor shall participate in the review by the state agency of any additions to the media list and markets list that may take place throughout the year.

- c. If required by the state agency, the contractor shall collect, analyze and review participating destination marketing organization media plans to maximize media coverage throughout the target markets and leverage the placement costs to develop the best possible "state rate" for the state agency's Media Exchange Plan. More information on the Media Exchange Plan can be found at the following website:

<http://industry.visitmo.com/IndustryInsights/CooperativeMarketing/MediaExchange.aspx>

2.5.2 Other Additional Programs – If required by the state agency, the contractor shall perform other additional programs as part of the total advertising campaign effort of the state agency. Examples of such additional programs may include, but not necessarily be limited to promotions of the Civil War in Missouri, State Parks, Governor's Conference on Tourism, and any other promotions or programs that might arise. The state agency shall specify the type of and requirements of any other additional programs at the time of identification of the need for the additional program.

2.5.3 The contractor shall understand and agree that there shall be no additional fee for the performance of any additional programs.

2.6 Other Specific Performance Requirements:

2.6.1 Survey/Research - In order to measure the contractor's success in meeting the objectives of the state agency, the state agency has contracts with independent research companies to conduct research on the effectiveness of the activities of the state agency. The contractor must assist the state agency in any research as required by the state agency or designees of the state agency, as stated below:

- a. If required by the state agency, the contractor must attend a meeting with the parties listed below in Jefferson City, MO, or at another location if another location is agreeable to all parties. The contractor will be contacted to schedule the meeting at a time that is convenient to all parties at least two (2) calendar weeks prior to the date of such meeting.

- 1) State agency personnel;
 - 2) Personnel from the independent research company(ies) contracted by the State of Missouri to provide research services for the state agency;
 - 3) Personnel from the independent company contracted by the State of Missouri to produce the state agency's marketing publications; and
 - 4) Other state agency designees, as determined necessary by the state agency.
- b. During such meeting, the contractor shall provide media background information and campaign and marketing project budget information. In addition, if required, the contractor must discuss research design and methodology and must provide input into possible survey questions and other areas as deemed necessary.
- 2.6.2 If and when required by the state agency and in accordance with the schedule specified by the state agency, the contractor shall send the specific personnel and or personnel positions required by the state agency to visit Missouri's marketing regions, as identified in the Missouri Travel Guide, and to attend various tourism related meetings and conferences (such as Tourism Commission Meetings, the annual Governor's Conference on Tourism, the annual Missouri Travel Council Meeting, and the annual Missouri Association of CVBs Meeting) in an effort to stay abreast of state tourism happenings and events.
- a. The contractor shall agree and understand that except in special circumstances, state agency personnel shall attend the meetings/conferences and/or make the marketing region visits with the contractor's personnel. The contractor shall coordinate with the state agency pursuant to state travel regulations.
- 1) The contractor shall be responsible for travel expenses and meeting costs (such as registration fees) for required visits and required attendance at each meeting/conference for the contractor's personnel. (Historically, registration fees have been approximately \$125.00 for the Missouri Travel Council Annual Meeting and less than \$100.00 for the Missouri Association of CVBs.)
 - 2) The state agency shall be responsible for the travel expenses and fees for the state agency personnel who attend.
- 2.6.3 The contractor must become and must remain a member of the Missouri Travel Council and Missouri Association of Convention and Visitor Bureaus (CVBs), and shall pay all associated membership fees for such membership and for any other memberships the contractor maintains.
- 2.6.4 Competitive Bid Requirements - The state agency reserves the right to require the contractor to competitively bid any service/program that will be performed by a subcontractor at any time during the effective period of the contract. The contractor must comply with the following requirements related to the competitive bid process:
- a. The contractor shall develop written bid specifications and requirements for the services required and shall submit the written bid specifications to the state agency for input and suggestions.
 - b. The contractor shall develop a list of potential bidders to issue the bid specifications to and shall include any companies recommended by the state agency on the list.
 - c. The contractor shall issue the bid specifications, shall answer all questions from potential bidders regarding the specifications, and shall receive and evaluate the bids.
 - d. The contractor shall present the final recommended bidder to the state agency and designees for final approval of the company who will be awarded the subcontract to provide the required additional program.

- e. The contractor shall administer and manage the awarded subcontract in its entirety. If the contractor determines that the awarded subcontractor is not performing in a satisfactory manner, the contractor must obtain the prior written approval of the state agency for any replacement subcontract. In addition, if the state agency requires, the contractor must follow the same competitive bid process described herein in order to obtain the new subcontract.

2.7 Reporting and Recordkeeping Requirements:

- 2.7.1 The contractor shall furnish the reports identified in this section to the state agency for review and approval. For each report type, the contractor must obtain the prior written approval of the state agency on the format of, design of, and information contained in the report prior to its first submission and shall agree and understand that the state agency shall have the right to require revisions at any time during the effective period of the contract due to changing needs of the state agency.
- 2.7.2 The contractor shall submit each report in electronic format in addition to a hard copy. In submitting reports electronically, the contractor's computer system must be compatible with the state agency's computer system. The contractor shall agree and understand that the decision of compatibility rests with the state agency and the decision of the state agency shall be final and without recourse.
 - a. Currently, the state agency's computers are equipped with Windows XP and Microsoft Office Professional 2007. In addition, it is anticipated that other upgrades may occur on a continuous basis.
 - b. Experience has shown that Macintosh - type conversions have not been completely compatible with the state agency's system.
- 2.7.3 Annual Report - The contractor shall submit an annual report which must, at a minimum, include the information listed below. The contractor shall submit the report annually at least sixty (60) calendar days following the expiration of the contract period.
 - a. Up-to-date advertising information including, but not necessarily limited to budget and media breakdown by market, type, and campaign.
 - b. Documentation measuring the results of current projects.
 - c. An assessment of year's programs.
 - d. An evaluation of potential future opportunities.
- 2.7.4 Status/Progress Reporting:
 - a. One time each calendar week, the contractor shall submit a status/progress report outlining the following to the state agency via email:
 - 1) The specific accomplishments achieved during the weekly reporting period;
 - 2) The specific activities and projects completed pursuant to the provision of the contract and the completion dates of such tasks;
 - 3) The specific planned activities for the upcoming month;
 - 4) The specific planned activities and projects and projected completion date(s) remaining to be completed pursuant to the provisions of the contract;
 - 5) Any other pertinent information and accomplishments from the week.
 - b. Every two calendar weeks, the contractor shall schedule time to discuss (via phone or in person) the weekly status/progress reports with the state agency.
 - c. One time each calendar quarter, the contractor's upper management must meet with the state agency's upper management in person, in Jefferson City (unless an alternate city is agreed to by the state agency) to discuss status/progress reports and performance.

- 2.7.5 Budget Status Report - On a monthly basis, the contractor shall submit a written spreadsheet report to the state agency that details the status of the budget. The report shall include expenditures from the month, expenditures to date by project, and the remaining balance, as well as media planning status, media placed, media billed and media yet to be billed. The format of the report must be approved by the state agency.
- 2.7.6 Media Status Report - The contractor shall submit a monthly report describing media placed and media yet to be placed on behalf of the state agency.
- 2.7.7 Aged Account Payable Report - In order to insure that the contractor has paid suppliers, media, production facilities, and any other such "vendors" acting as "subcontractors" under the requirements of the contract, the contractor shall submit an Aged Account Payable Report to the state agency on a monthly basis. The Aged Account Payable Report must contain the information required by the state agency, including audited and verified invoice amounts, in order to ascertain the contractor's payment status of the contractor's suppliers/vendors related to the state agency services. The format of the report must be approved by the state agency.
- 2.7.8 The contractor must maintain financial and accounting records and evidence pertaining to the contract in accordance with generally accepted accounting principles and other procedures specified by the state agency.
- a. The contractor shall make all such records, books, and other documents relevant to the contract available to the state agency and/or its designees and/or the Missouri State Auditor in an acceptable format and at all reasonable times during the term of the contract, and for three (3) from the date of final payment on the contract or the completion of an independent audit, whichever is later. If any litigation, claim, negotiation, audit, or other actions involving the records has been started before the expiration of the retention period, the contractor shall retain such records until completion of the action and resolution of all issues which arise from it.
 - b. The contractor shall permit governmental auditors and/or authorized representatives of the State of Missouri to have access, for the purpose of audit or examination, to any of the contractor's books, documents, papers, and records recording receipts and disbursements of any of the funds paid to the contractor. The contractor further agrees that any audit exception noted by governmental auditors shall not be paid by the state agency and shall be the sole responsibility of the contractor. However, the contractor shall have the right to contest any such exception by any legal procedure the contractor deems appropriate. The state agency will pay the contractor all amounts that the contractor may ultimately be held entitled to receive as a result of any such legal action.

2.8 Invoicing and Payment Requirements:

- 2.8.1 Prior to any payments becoming due under the contract, the contractor must return a completed state Vendor Input/ACH-EFT Application, which is downloadable from the Vendor Services Portal at: <https://www.vendorservices.mo.gov/vendorservices/Portal/Default.aspx>.
- a. The contractor understands and agrees that the State of Missouri reserves the right to make contract payments through electronic funds transfer (EFT).
 - b. The contractor must submit invoices on the contractor's original descriptive business invoice form and must use a unique invoice number with each invoice submitted. The unique invoice number will be listed on the State of Missouri's EFT addendum record to enable the contractor to properly apply the state agency's payment to the invoice submitted. The contractor may obtain detailed information for payments issued for the past 24 months from the State of Missouri's central accounting system (SAM II) on the Vendor Services Portal at:
<https://www.vendorservices.mo.gov/vendorservices/Portal/Default.aspx>

2.8.2 The state agency will have approximately \$10,000,000 [\$9,000,000.00 plus \$1,000,000 for the state share of the cooperative marketing *{there is also up to \$1,000,000 matching funds from cooperative marketing destination advertising participants}*] budgeted for the campaign during fiscal year July 1, 2011 through June 30, 2012.

- a. The contractor shall agree and understand that any amount funded per the contract is subject to appropriations made by the Missouri General Assembly and signed into law by the governor. In addition, the total budget amount described herein is also subject to reduction by executive order and/or by administrative policy of the state agency when deemed in the best interest of the State of Missouri. Therefore, the State of Missouri does not guarantee that any amount of funds will be spent in accordance with the contract.
- b. In addition, any amount funded shall be utilized for the total campaign, including paid advertisement time or space placed directly by the state agency, services required for the coordination of cooperative advertising with private sector businesses and other tourism related organizations, and any other costs incurred or services performed by the state agency related to meeting the objectives of the advertising effort.

2.8.3 Contractor's Fee - One time per month, the contractor shall submit an invoice to the state agency for services at the firm fixed price per month stated on the Pricing Page for the total annual budget applicable for the contract period. The total annual budget for each contract period shall be that amount specified by the state agency prior to the effective date of each contract period. (The total budget shall include the state share of the cooperative marketing amounts.) The firm, fixed price per month applicable for the total budget amount specified shall constitute the total amount due the contractor for all services specified in the requirements of this document unless services are specifically listed as reimbursable in the paragraph related to reimbursements, below. In addition, regardless of fluctuations in the total budget throughout the contract period, the amount specified by the state agency prior to the effective date of each contract period shall be the amount used for computing the firm fixed price per month for the entire contract period.

- a. After receipt and approval by the state agency of the monthly invoice **and all required reports and documentation**, the contractor shall be paid the firm fixed price per month for all services required herein related to the advertising campaign and contractor requirements related thereto.
- b. The firm fixed price per month shall constitute the contractor's fee for all of, but not necessarily limited to the following:
 - 1) All Personnel Costs - The contractor's fee must include all personnel costs for performance of all required services including, but not limited to those services listed below, as well as all personnel costs for the advertising account team including, but not limited to the six (6) required full-time and full time equivalent representatives required herein and other account team members' service:

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|--|---|
| ➤ Media planning, buying, and implementation | ➤ Competitive bid solicitation and administration |
| ➤ All subcontract and additional program management activities | ➤ Creative management, development and production |
| ➤ Supervision & coordination | ➤ Project management |
| ➤ Executive, account direction, contract management, | ➤ Public Relations coordination & management |
| ➤ Art direction and production | ➤ Agency account service time |
| ➤ Script and copy writing and editing | ➤ Accounting and billing |
| ➤ Reporting | ➤ Legal services and fees |
| ➤ Print/collateral production | ➤ Administrative support |
| ➤ Electronic/computer production | ➤ Reporting |
| ➤ Development, implementation, and | ➤ Trafficking (both agency and coop) |

administration of the integrated marketing program/advertising campaign including new media, web/interactive, e-blasts. ➤ Webinar creation

- 2) All business communication, interaction, expenses, and overhead considered the cost of doing business and essential to the performance of the contract including but not limited to:

- | | |
|---|---|
| ➤ all telephone expenses | ➤ office operation expenses |
| ➤ facsimile and telegram expenses | ➤ supply and material expenses |
| ➤ in-state travel expenses | ➤ overhead costs |
| ➤ business expenses | ➤ education and training expenses |
| ➤ conference fees and expenses | ➤ meeting expenses and fees |
| ➤ costs to make corrections to creative, concepts, collateral, or other projects submitted for approval | ➤ all business equipment expenses (including information technology, software, office equipment, design/production equipment, etc.) |
| ➤ membership dues | ➤ mobile messaging charges |
| ➤ mailing and postage expenses (including overnight/rush charges, electronic mail, etc.) | |

2.8.4 Reimbursable Services - The contractor shall agree and understand that if a service is not specifically listed in the following paragraphs as reimbursable, the contractor must include any costs related to providing the service in the contractor's firm fixed price per month because no additional payment or reimbursement to the contractor shall be made for the service.

- a. Only those goods and services included in the subparagraphs below and previously approved by the state agency shall be reimbursed as a payment to the contractor in addition to the firm fixed price per month.

- 1) Out of State Travel - The contractor shall invoice and be reimbursed for actual and reasonable travel and travel related expenses for out of state travel pursuant to the Office of Administration Travel Regulations and Contiguous US Per Diem Rates (CONUS).

- ✓ The contractor must have the prior written approval of the state agency at least five (5) days prior to date of travel for any such expenses except in case of an unforeseeable event and emergency travel. In addition, the contractor must have the prior approval of the state agency for any travel related expenses which may exceed the CONUS
- ✓ The Office of Administration Travel Regulations can be found on the Internet at the following address: <http://oa.mo.gov/acct/10-11.010.pdf>. The actual mileage rate changes regularly. For the current rate see: <http://www.oa.mo.gov/acct/>.
- ✓ The Contiguous US Per Diem Rates (CONUS) can be found by clicking on the link for "Per Diem Rates" at the following Internet address: <http://www.gsa.gov>.

- 2) Subcontracted Services - For purposes of this section, reference to subcontracted services shall be deemed to mean any suppliers, media, production facilities, vendors, subcontractors, etc., and may include goods and/or services provided and/or performed as part of the advertising campaign to assist the state agency in reaching its objectives. All subcontracted personnel must meet the requirements specified in the Contractor Personnel Requirements described elsewhere herein.

- ✓ Production - The contractor shall be reimbursed the actual net costs for production costs necessary to implement the approved integrated marketing program / advertising campaign including all net costs necessary to produce television commercials, radio commercials, magazine advertisements and inserts, internet advertisements, promotional pieces, outdoor advertisements, public relations materials, etc.

- ✓ Other Additional Program Services: The contractor shall be reimbursed the actual net costs for: (1) the Cooperative Marketing Program, and (2) any other additional programs required by the state agency, including but not necessarily be limited to Civil War promotions, press tours, Governor's Conference on Tourism, **provided that all such net costs have the prior written approval of the state agency.** However, the contractor's time to administer and manage the program (or to administer the subcontract, if the program is handled via a subcontract) shall not be reimbursable and shall be included in the firm fixed price per month for the contractor's services.
- ✓ Media Purchases – The contractor shall be reimbursed the actual net costs of advertising media space or time purchased by the contractor pursuant to the approved media schedule and plan approved as part of the advertising campaign. No other payment, commission, fee, etc., shall be paid to the contractor or subcontractor for any reason whatsoever.
- ✓ Additional Advertising Campaign Services – In the event services are required by the state agency that are not specified as a requirement in this document and which are above and beyond the services customarily performed by a full service advertising agency, and if the state agency specifically approves, in advance and in writing, the services as reimbursable prior to the performance of the services, the contractor shall be reimbursed the actual cost of such services. However, the contractor's time to administer and manage the program (or to administer the subcontract, if the program is handled via a subcontract) shall not be reimbursable and shall be included in the firm fixed price per month for the contractor's services. The contractor may be required to conduct bid solicitation on certain services if requested by the state agency.

b. Requirements of Invoices for Reimbursable Services:

- 1) The contractor may submit invoices for reimbursable services as often as desired during a month.
- 2) With each invoice submitted by the contractor, the contractor shall itemize reimbursable expenditures by project with an accumulative total for performance of all services.
- 3) On the face of each invoice, the contractor must identify the project name and project number (as assigned by the contractor) for all items listed and must cross reference the invoiced project to the approved specific budget item on the integrated marketing campaign.
- 4) In addition, the contractor shall attach the invoice from subcontractor and/or receipts from travel showing the actual net cost charged by the subcontractor.
- 5) The contractor shall assign a subcontractor number to each subcontract and must reference such number on each applicable invoice.

c. The contractor shall agree and understand that except as stated below, the state agency will **not reimburse the contractor** for any reimbursable services in advance.

- 1) Therefore, except as stated below in the exceptions area, the contractor must ensure that all subcontracted services and goods/products submitted for reimbursement have been performed/provided. In addition, the contractor must ensure that documentation verifying the provision of such service or receipt of such good/product is included with the invoice requesting reimbursement.
- ✓ After receipt of all required documentation for reimbursable services, the state agency will make payment to the contractor.
 - ✓ However, the contractor shall agree and understand that, following approval of the contractor's invoice by the state agency for such reimbursable services, the state agency estimates that an average of approximately thirty (30) calendar days may pass before the contractor receives the payment.

- 2) Exceptions – For specifically defined subcontracted services, the state agency shall have the sole right to approve reimbursement to the contractor in advance of the subcontracted service being provided. Examples of when such approval may be provided by the state agency may include situations where the subcontract agreement is for a service/product that specifically requires prepayment as a normal course of business (such as hotel bookings and airline tickets). The decision by the state agency shall be final and without recourse.
- 3) The contractor understands that as a routine course of business, the contractor shall make payments to all subcontractors according to the deadlines and time requirements of the subcontractor. However, regardless of the subcontractor requirements, the contractor must pay each subcontractor **no later than two (2) calendar weeks after the contractor receives payment for the reimbursable services from the state agency.**

2.8.5 Other than the payments and reimbursements specified above, no other payments or reimbursements shall be made to the contractor. The contractor shall agree and understand that NO commissions or additional percentage mark-ups will be paid to the contractor for any services performed by the contractor.

2.9 Other Contractual Requirements:

2.9.1 Contract - A binding contract shall consist of: (1) the RFP, amendments thereto, and any Best and Final Offer (BAFO) request(s) with RFP changes/additions, (2) the contractor's proposal including any contractor BAFO response(s), (3) clarification of the proposal, if any, and (4) the Division of Purchasing and Materials Management's acceptance of the proposal by "notice of award". All Exhibits and Attachments included in the RFP shall be incorporated into the contract by reference.

- a. A notice of award issued by the State of Missouri does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services for the State of Missouri, the contractor must receive a properly authorized purchase order or other form of authorization given to the contractor at the discretion of the state agency.
- b. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein.
- c. Any change to the contract, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the contractor and the Division of Purchasing and Materials Management prior to the effective date of such modification. The contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification to the contract.

2.9.2 Contract Period - The original contract period shall be as stated on page 1 of the Request for Proposal (RFP). The contract shall not bind, nor purport to bind, the state for any contractual commitment in excess of the original contract period. The Division of Purchasing and Materials Management shall have the right, at its sole option, to renew the contract for three (3) additional one-year periods, or any portion thereof. In the event the Division of Purchasing and Materials Management exercises such right, all terms and conditions, requirements and specifications of the contract shall remain the same and apply during the renewal period, pursuant to applicable option clauses of this document.

2.9.3 Renewal Periods - If the option for renewal is exercised by the Division of Purchasing and Materials Management, the contractor shall agree that the prices for the renewal period shall not exceed the maximum price for the applicable renewal period stated on the Pricing Page of the contract.

- a. If renewal prices are not provided, then prices during renewal periods shall be the same as during the original contract period.
 - b. In addition, the contractor shall understand and agree that renewal period price increases specified in the contract are not automatic. At the time of contract renewal, if the state determines funding does not permit the specified renewal pricing increase or even a portion thereof, the renewal pricing shall remain the same as during the previous contract period. If such action is rejected by the contractor, the contract may be terminated, and a new procurement process may be conducted. The contractor shall also understand and agree the state may determine funding limitations necessitate a decrease in the contractor's pricing for the renewal period(s). If such action is necessary and the contractor rejects the decrease, the contract may be terminated, and a new procurement process may be conducted.
- 2.9.4 Termination - The Division of Purchasing and Materials Management reserves the right to terminate the contract at any time, for the convenience of the State of Missouri, without penalty or recourse, by giving written notice to the contractor at least thirty (30) calendar days prior to the effective date of such termination. The contractor shall be entitled to receive compensation for services and/or supplies delivered to and accepted by the State of Missouri pursuant to the contract prior to the effective date of termination.
- 2.9.5 Transition:
- a. Upon award of the contract, the contractor shall work with the state agency and any other organizations designated by the state agency to ensure an orderly transition of services and responsibilities under the contract and to ensure the continuity of those services required by the state agency. Specifically, if required by the state agency, the contractor shall complete services and obligations for which the contractor was not involved in the original obligation, design, or implementation. At a minimum, but not necessarily limited to, the contractor shall agree to the following:
 - 1) The state agency will already have campaigns including creative, etc., developed and approved that will be implemented during the period of the contract. Therefore, the contractor shall implement such campaign in all or in part, as required by the state agency.
 - 2) In addition, the advertising agency of record under C307095001 (Hoffman Lewis) may have media contracts or other subcontracts in existence that may need to continue for a period of time. Therefore, the contractor may be required by the state agency to assume and manage all such media contracts and/or other subcontracts. The state agency will provide the contractor with copies of the insertion orders for monitoring the media contracts.
 - b. Upon expiration, termination, or cancellation of the contract, the contractor shall assist the state agency to ensure an orderly and smooth transfer of responsibility and continuity of those services required under the terms of the contract to an organization designated by the state agency. If requested by the state agency, the contractor shall provide and/or perform any or all of the following responsibilities:
 - 1) The contractor shall deliver, FOB destination, all records, documentation, reports, data, recommendations, or printing elements, etc., which were required to be produced under the terms of the contract to the state agency and/or to the state agency's designee within seven (7) days after receipt of the written request in a format and condition that are acceptable to the state agency.
 - 2) The contractor shall discontinue providing service or accepting new assignments under the terms of the contract, on the date specified by the state agency, in order to ensure the completion of such service prior to the expiration of the contract.

- 3) If requested in writing via formal contract amendment, the contractor shall agree to continue providing any part or all of the services in accordance with the terms and conditions, requirements and specifications of the contract for a period not to exceed ninety (90) calendar days after the expiration, termination or cancellation date of the contract for a price not to exceed those prices set forth in the contract.
- 2.9.6 Contractor Liability - The contractor shall be responsible for any and all personal injury (including death) or property damage as a result of the contractor's negligence involving any equipment or service provided under the terms and conditions, requirements and specifications of the contract. In addition, the contractor assumes the obligation to save the State of Missouri, including its agencies, employees, and assignees, from every expense, liability, or payment arising out of such negligent act.
- a. The contractor also agrees to hold the State of Missouri, including its agencies, employees, and assignees, harmless for any negligent act or omission committed by any subcontractor or other person employed by or under the supervision of the contractor under the terms of the contract.
 - b. The contractor shall not be responsible for any injury or damage occurring as a result of any negligent act or omission committed by the State of Missouri, including its agencies, employees, and assignees.
 - c. Under no circumstances shall the contractor be liable for any of the following: (1) third party claims against the state for losses or damages (other than those listed above); (2) loss of, or damage to, the state's records or data; or (3) economic consequential damages (including lost profits or savings) or incidental damages, even if the contractor is informed of their possibility.
- 2.9.7 Insurance - The contractor shall understand and agree that the State of Missouri cannot save and hold harmless and/or indemnify the contractor or employees against any liability incurred or arising as a result of any activity of the contractor or any activity of the contractor's employees related to the contractor's performance under the contract. Therefore, the contractor must acquire and maintain adequate liability insurance in the form(s) and amount(s) sufficient to protect the State of Missouri, its agencies, its employees, its clients, and the general public against any such loss, damage and/or expense related to his/her performance under the contract. The insurance shall include an endorsement that adds the State of Missouri as an additional insured.
- 2.9.8 Subcontractors - Any subcontracts for the products/services described herein must include appropriate provisions and contractual obligations to ensure the successful fulfillment of all contractual obligations agreed to by the contractor and the State of Missouri and to ensure that the State of Missouri is indemnified, saved, and held harmless from and against any and all claims of damage, loss, and cost (including attorney fees) of any kind related to a subcontract in those matters described in the contract between the State of Missouri and the contractor.
- a. The contractor shall expressly understand and agree that he/she shall assume and be solely responsible for all legal and financial responsibilities related to the execution of a subcontract.
 - b. The contractor shall agree and understand that utilization of a subcontractor to provide any of the products/services in the contract shall in no way relieve the contractor of the responsibility for providing the products/services as described and set forth herein.
 - c. The contractor must obtain the approval of the State of Missouri prior to establishing any new subcontracting arrangements and before changing any subcontractors. The approval shall not be arbitrarily withheld.
 - d. Pursuant to subsection 1 of section 285.530, RSMo, no contractor or subcontractor shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within

the state of Missouri. In accordance with sections 285.525 to 285.550, RSMo, a general contractor or subcontractor of any tier shall not be liable when such contractor or subcontractor contracts with its direct subcontractor who violates subsection 1 of section 285.530, RSMo, if the contract binding the contractor and subcontractor affirmatively states that

- 1) the direct subcontractor is not knowingly in violation of subsection 1 of section 285.530, RSMo, and
- 2) shall not henceforth be in such violation and
- 3) the contractor or subcontractor receives a sworn affidavit under the penalty of perjury attesting to the fact that the direct subcontractor's employees are lawfully present in the United States.

2.9.9 Coordination and Customer Service - The contractor shall fully coordinate all contract activities with those activities of the state agency. As the work of the contractor progresses, advice and information on matters covered by the contract shall be made available by the contractor to the state agency or the Division of Purchasing and Materials Management throughout the effective period of the contract.

- a. The contractor shall have internal customer service policies and procedures in place and shall perform ongoing quality control measures to ensure that the state agency's objectives are being met.
- b. The contractor shall further agree that no reports, documentation, or material prepared, including the program(s) developed as required by the contract, shall be used or marketed by the contractor or released to the public without the prior written consent of the state agency.

2.9.10 Property of State:

- a. The contractor shall agree and understand that any and all of the following property and/or work products, which are developed or acquired by the contractor per the contract, shall become the property of the State of Missouri, which shall include all rights and interests for present and future publication, display, sale, copyright or other use as deemed appropriate by the state agency, unless prior approval is received by the state agency for single use or other restricted use.
 - 1) All scripts, exhibits, film negatives, digital media, artwork (original and camera ready, including any font modifications or artwork manipulation), design features, copy, graphics, templates and concepts,
 - 2) All programs, plans, materials, documents, reports, materials, and recommendations, etc.
 - 3) Releases from any and all talent involved in the advertising;
 - 4) All video and audio tapes, including duplicate and outtakes; and
 - 5) All photography, with the exception of stock photography, required to complete approved assignments including non-published photographs
 - 6) All public service announcements (PSAs)
 - 7) All media lists, media tracking services and results.
- b. The State of Missouri shall have the full right to reproduce and/or use any products derived from the contractor's work under the contract without payment of any royalties, fees, etc. except for those fees, royalties, etc. charged by a subcontractor, provided that: (1) the subcontract requires the payment of such royalties, fees, etc. and (2) the state agency agrees to pay the royalties, fees, etc. for continuous use of the product, prior to performance by the subcontractor or use of the subcontractor's property.
- c. The State of Missouri understands and agrees that any ancillary software tools or pre-printed materials (e.g., project management software tools or training software tools, etc.) developed or acquired by the contractor that may be necessary to perform a particular service required hereunder but not required as a specific deliverable of the contract, shall remain the property of the contractor; however, the contractor shall be responsible for ensuring such tools and materials are being used in accordance with applicable intellectual property rights and copyrights.

- d. Software, Systems, Modifications, and Warranty – All software application, information systems, and licenses (including any web site programming and source codes) developed, acquired and/or used by the contractor pursuant to the contract shall be the property of the State of Missouri.

2.9.11 Inventions, Patents, and Copyrights:

- a. If any copyrighted material is developed as a result of the contract, the state agency shall have a royalty-free, nonexclusive and irrevocable right to publish or use, and to authorize others to use, the work for state agency purposes or the purpose of the State of Missouri.
- b. The contractor shall obtain copyrights and for register all logos, commercials, etc. in the name of the State of Missouri as instructed and approved by the state agency. The contractor must submit all final paperwork related thereto to the state agency.

2.9.12 Contractor Status - The contractor represents himself or herself to be an independent contractor offering such services to the general public and shall not represent himself/herself or his/her employees to be an employee of the State of Missouri. Therefore, the contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save, and hold the State of Missouri, its officers, agents, and employees, harmless from and against, any and all loss; cost (including attorney fees); and damage of any kind related to such matters.

2.9.13 Confidentiality:

- a. The contractor shall agree and understand that all discussions with the contractor and all information gained by the contractor as a result of the contractor's performance under the contract shall be confidential and that no reports, documentation, or material prepared as required by the contract shall be released to the public without the prior written consent of the state agency.
- b. If required by the state agency, the contractor and any required contractor personnel must sign specific documents regarding confidentiality, security, or other similar documents upon request. Failure of the contractor and any required personnel to sign such documents shall be considered a breach of contract and subject to the cancellation provisions of this document.

2.9.14 Participation by Other Organizations - The contractor must comply with any Organization for the Blind/Sheltered Workshop and/or Minority Business Enterprise/Women Business Enterprise (MBE/WBE) participation levels committed to in the contractor's awarded proposal.

- a. The contractor shall prepare and submit to the Division of Purchasing and Materials Management a report detailing all payments made by the contractor to Organizations for the Blind/Sheltered Workshops and/or MBE/WBEs participating in the contract for the reporting period. The contractor must submit the report on a monthly basis, unless otherwise determined by the Division of Purchasing and Materials Management.
- b. The Division of Purchasing and Materials Management will monitor the contractor's compliance in meeting the Organizations for the Blind/Sheltered Workshop participation levels committed to in the contractor's awarded proposal. The Division of Purchasing and Materials Management in conjunction with the Office of Equal Opportunity (OEO) will monitor the contractor's compliance in meeting the MBE/WBE participation levels committed to in the contractor's awarded proposal. If the contractor's payments to the participating entities are less than the amount committed, the state may cancel the contract and/or suspend or debar the contractor from participating in future state procurements, or retain payments to the contractor in an amount equal to the value of the participation commitment less actual payments made by the contractor to the participating entity. If

the Division of Purchasing and Materials Management determines that the contractor becomes compliant with the commitment, any funds retained as stated above, will be released.

- c. If a participating entity fails to retain the required certification or is unable to satisfactorily perform, the contractor must obtain other certified MBE/WBEs or other organizations for the blind/sheltered workshops to fulfill the participation requirements committed to in the contractor's awarded proposal.
 - 1) The contractor must obtain the written approval of the Division of Purchasing and Materials Management for any new entities. This approval shall not be arbitrarily withheld.
 - 2) If the contractor cannot obtain a replacement entity, the contractor must submit documentation to the Division of Purchasing and Materials Management detailing all efforts made to secure a replacement. The Division of Purchasing and Materials Management shall have sole discretion in determining if the actions taken by the contractor constitute a good faith effort to secure the required participation and whether the contract will be amended to change the contractor's participation commitment.
- d. Within thirty days of the end of the original contract period, the contractor must submit an affidavit to the Division of Purchasing and Materials Management. The affidavit must be signed by the director or manager of the participating Organizations for the Blind/Sheltered Workshop verifying provision of products and/or services and compliance of all contractor payments made to the Organizations for the Blind/Sheltered Workshops. The contractor may use the affidavit form available on the Division of Purchasing and Materials Management's website at <http://oa.mo.gov/purch/vendor.html> or another affidavit form providing the same information.

3. PROPOSAL SUBMISSION INFORMATION

3.1 Submission of Proposals:

3.1.1 ELECTRONIC SUBMISSION OF PROPOSALS THROUGH THE ON-LINE BIDDING/VENDOR REGISTRATION SYSTEM WEB SITE IS NOT AVAILABLE FOR THIS RFP.

3.1.2 When submitting a proposal, the offeror should include seven (7) additional copies along with their original proposal. The front cover of the original proposal should be labeled "original" and the front cover of all copies should be labeled "copy".

a. Recycled Products - The State of Missouri recognizes the limited nature of our resources and the leadership role of government agencies in regard to the environment. Accordingly, the offeror is requested, but not required, to print the proposal double sided using recycled paper, if possible, and minimize or eliminate the use of non-recyclable materials such as plastic report covers, plastic dividers, vinyl sleeves, and binding. Lengthy proposals may be submitted using printer or other loose leaf paper in a notebook or binder.

b. Open Records - Pursuant to section 610.021, RSMo, the offeror's proposal shall be considered an open record after a contract is executed or all proposals are rejected. At that time, all proposals are scanned into the Division of Purchasing and Materials Management imaging system.

- 1) The scanned information will be available for viewing through the Internet from the Division of Purchasing and Materials Management Awarded Bid & Contract Document Search system. Therefore, the offeror is advised not to include any information in the proposal that the offeror does not want to be viewed by the public, including personal identifying information such as social security numbers.
- 2) In preparing a proposal, the offeror should be mindful of document preparation efforts for imaging purposes and storage capacity that will be required to image the proposals and should limit proposal content to items that provide substance, quality of content, and clarity of information.

3.1.3 To facilitate the evaluation process, the offeror is encouraged to organize their proposal into sections that correspond with the individual evaluation categories described herein. The offeror is cautioned that it is the offeror's sole responsibility to submit information related to the evaluation categories and that the State of Missouri is under no obligation to solicit such information if it is not included with the proposal. The offeror's failure to submit such information may cause an adverse impact on the evaluation of the proposal.

- a. Each section should be titled with each individual evaluation category and all material related to that category should be included therein.
- b. The proposal should be page numbered.
- c. The signed page one from the original RFP and all signed amendments should be placed at the beginning of the proposal.

3.1.4 Questions Regarding the RFP – Except as may be otherwise stated herein, the offeror and the offeror's agents (including subcontractors, employees, consultants, or anyone else acting on their behalf) must direct all of their questions or comments regarding the RFP, the solicitation process, the evaluation, etc., to the buyer of record indicated on the first page of this RFP. Inappropriate contacts to other personnel are grounds for suspension and/or exclusion from specific procurements. Offerors and their agents who have questions regarding this matter should contact the buyer.

- a. The buyer may be contacted via e-mail or phone as shown on the first page, or via facsimile to 573-526-9817.

- b. Only those questions which necessitate a change to the RFP will be addressed via an amendment to the RFP. Written records of the questions and answers will not be maintained. Offerors are advised that any questions received less than ten calendar days prior to the RFP opening date may not be addressed.
- c. The offeror may contact the Office of Equal Opportunity (OEO) regarding MBE/WBE certification or subcontracting with MBE/WBE companies.

3.2 Competitive Negotiation of Proposals - The offeror is advised that under the provisions of this Request for Proposal, the Division of Purchasing and Materials Management reserves the right to conduct negotiations of the proposals received or to award a contract without negotiations. If such negotiations are conducted, the following conditions shall apply:

- 3.2.1 Negotiations may be conducted in person, in writing, or by telephone.
- 3.2.2 Negotiations will only be conducted with potentially acceptable proposals. The Division of Purchasing and Materials Management reserves the right to limit negotiations to those proposals which received the highest rankings during the initial evaluation phase. All offerors involved in the negotiation process will be invited to submit a best and final offer.
- 3.2.3 Terms, conditions, prices, methodology, or other features of the offeror's proposal may be subject to negotiation and subsequent revision. As part of the negotiations, the offeror may be required to submit supporting financial, pricing and other data in order to allow a detailed evaluation of the feasibility, reasonableness, and acceptability of the proposal.
- 3.2.4 The mandatory requirements of the Request for Proposal shall not be negotiable and shall remain unchanged unless the Division of Purchasing and Materials Management determines that a change in such requirements is in the best interest of the State of Missouri.

3.3 Evaluation and Award Process:

- 3.3.1 After determining that a proposal satisfies the mandatory requirements stated in the Request for Proposal, the evaluator(s) shall use both objective analysis and subjective judgment in conducting a comparative assessment of the proposal in accordance with the evaluation criteria stated below:

- a. Cost.....80 points
- b. Experience and Reliability.....40 points
- c. Expertise and Creativity of Personnel35 points
- d. Method of Performance35 points
- e. MBE/WBE Participation10 points

- 3.3.2 After an initial screening process, a question and answer conference or interview may be conducted with the offeror, if deemed necessary by the Division of Purchasing and Materials Management. In addition, the offeror may be asked to make an oral presentation of their proposal during the conference. Attendance cost at the conference shall be at the offeror's expense. All arrangements and scheduling shall be coordinated by the Division of Purchasing and Materials Management.

3.4 Evaluation of Cost:

- 3.4.1 Objective Evaluation of Cost -- The objective evaluation of cost shall be calculated using a weighted total of all line items for the original contract period and each potential renewal period. The total of line items 001, 002, and 003 shall be given twenty-five percent (25%) of the weight and line items 004, 005, 006, and 007 shall be given seventy-five percent (75%) of the weight.

- a. Cost evaluation points shall be determined from the result of the calculation stated above using the following formula:

$$\frac{\text{Lowest Responsive Offeror's Price}}{\text{Compared Offeror's Price}} \times \frac{\text{Maximum Cost Evaluation points (80)}}{\text{Evaluation points (80)}} = \text{Assigned Cost Points}$$

- b. The offeror shall agree and understand that the quantities used in the evaluation of cost are provided solely to document how cost will be evaluated. The State of Missouri makes no guarantee regarding the accuracy of the quantities stated nor does the State of Missouri intend to imply that the figures used for the cost evaluation in any way reflect actual nor anticipated usage.

3.5 Evaluation of Offeror's Experience and Reliability:

Experience and reliability of the offeror's organization will be considered subjectively in the evaluation process. Therefore, the offeror is advised to submit information concerning the offeror's organization and information documenting the offeror's experience in past performances, especially those performances related to the requirements of this RFP.

- 3.5.1 Offeror Information - The offeror should provide information about the offeror's organization on Exhibit A.
- 3.5.2 Experience - The offeror should complete Exhibit B with information related to previous and current services/contracts performed by the offeror's organization and any proposed subcontractors which are similar to the requirements of this RFP. In addition, the offeror should obtain the signature of the contact person referenced on the Exhibit verifying that that information presented is accurate. The contact person's signature also represents that the contact person is willing and will be available for contact by the State of Missouri in order to discuss the services performed by the offeror for the contact person's company.

3.6 Evaluation of Expertise and Creativity of Proposed Personnel:

The qualifications of the personnel proposed by the offeror to perform the requirements of this RFP, whether from the offeror's organization or from a proposed subcontractor, will be subjectively evaluated. Therefore, the offeror should submit detailed information related to the experience and qualifications, including education and training, of proposed personnel.

- 3.6.1 Personnel Expertise - The offeror should provide the information requested on Exhibit C for each key person proposed to provide the services required herein. If additional personnel resources are available, the offeror may provide information for such personnel by completing Exhibit D.
- a. The information provided should be structured to emphasize relevant qualifications and experience of the personnel in completing contracts/performing services of a similar size and scope to the requirements of this RFP.
- b. The information submitted should clearly identify previous experience of the person in performing similar services and should include beginning and ending dates, a description of the role of the person in such performances, results of the services performed, and whether the person is proposed for the same services for the State of Missouri.
- 3.6.2 Personnel Qualifications - If personnel are not yet hired, the offeror should provide detailed descriptions of the required employment qualifications; and detailed job descriptions of the position to be filled, including the type of person proposed to be hired.

3.7 Evaluation of Method of Performance:

Proposals will be subjectively evaluated based on the offeror's plan for performing the requirements of the RFP. Therefore, the offeror should present information which demonstrates the method or manner in which the offeror proposes to satisfy these requirements and which confirms the offeror's ability to satisfy the requirements. The language of the narrative should be straightforward and limited to facts, solutions to problems, and plans of action.

- 3.7.1 Description of Proposed Services - Exhibit E is provided for the offeror's use in providing information about the proposed method of performance. Unless a particular requirement isn't conducive to elaboration, each paragraph within the Contractual Requirements may be addressed by writing a description of how, when, by whom, with what, to what degree, why, and where the requirement will be satisfied and otherwise detailing the offeror's understanding of the requirements and ability and methodology to successfully perform. When responding to the appropriate provisions in the Contractual Requirements, the offeror should identify the paragraph or subparagraph number and then provide the additional elaboration describing the offeror's plans for performing or meeting the requirement.
- 3.7.2 Budget Methodology - The offeror should complete and submit Exhibit F, budget form, in order to reflect the offeror's budget methodology for the campaign and for performing the required services of this RFP. The completed budget methodology pages should document the offeror's understanding of the requirements and the costs of the various components involved in the provision of services.
- 3.7.3 Price Analysis - The offeror should provide a price analysis for the per month price quoted on the Pricing Page. Exhibit G is attached for the purpose of reflecting the offeror's breakdown of the quoted price and should be shown in sufficient detail to demonstrate those factors affecting the price such as staffing patterns and proposed hours, etc.
 - a. When completing the price analysis, assume the total budget will be \$10 million and show the price analysis for the per month price that applies for that total budget amount.
 - b. In the event of a discrepancy between the offeror's price breakdown and the Pricing Page, the Pricing Page shall govern.
 - c. All information contained in the offeror's price breakdown may be utilized in the subjective evaluation of any relevant evaluation criteria.

3.8 Evaluation of Offeror's Minority Business Enterprise (MBE)/ Women Business Enterprise (WBE) Participation:

- 3.8.1 In order for the Division of Purchasing and Materials Management (DPMM) to meet the provisions of Executive Order 05-30, the offeror should secure participation of certified MBEs and WBEs in providing the products/services required in this RFP. The targets of participation recommended by the State of Missouri are 10% MBE and 5% WBE of the total dollar value of the contract.
 - a. These targets can be met by a qualified MBE/WBE offeror themselves and/or through the use of qualified subcontractors, suppliers, joint ventures, or other arrangements that afford meaningful opportunities for MBE/WBE participation.
 - b. The services performed or the products provided by MBE/WBEs must provide a commercially useful function related to the delivery of the contractually-required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract. Therefore, if the services performed or the products provided by MBE/WBEs is utilized, to any extent, in the offeror's obligations outside of the contract, it shall not be considered a valid added value to the contract and shall not qualify as participation in accordance with this clause.
 - c. In order to be considered as meeting these targets, the MBE/WBEs must be "qualified" at the time the proposal is submitted. (See below for a definition of a qualified MBE/WBE.)

3.8.2 The offeror's proposed participation of MBE/WBE firms in meeting the targets of the RFP will be considered in the evaluation process as specified below:

- a. If Participation Meets Target: Offerors proposing MBE and WBE participation percentages that meet the State of Missouri's target participation percentage of 10% for MBE and 5% for WBE shall be assigned the maximum stated MBE/WBE Participation evaluation points.
- b. If Participation Exceeds Target: Offerors proposing MBE and WBE participation percentages that exceed the State of Missouri's target participation shall be assigned the same MBE/WBE Participation evaluation points as those meeting the State of Missouri's target participation percentages stated above.
- c. If Participation Below Target: Offerors proposing MBE and WBE participation percentages that are lower than the State of Missouri's target participation percentages of 10% for MBE and 5% for WBE shall be assigned a proportionately lower number of the MBE/WBE Participation evaluation points than the maximum MBE/WBE Participation evaluation points.
- d. If No Participation: Offerors failing to propose any commercially useful MBE/WBE participation shall be assigned a score of 0 in this evaluation category.

3.8.3 MBE/WBE Participation evaluation points shall be assigned using the following formula:

$$\frac{\text{Offeror's Proposed MBE \%} \leq 10\% + \text{WBE \%} \leq 5\%}{\text{State's Target MBE \% (10) + WBE \% (5)}} \times \begin{array}{c} \text{Maximum} \\ \text{MBE/WBE} \\ \text{Participation} \\ \text{Evaluation points} \\ \text{(10)} \end{array} = \begin{array}{c} \text{Assigned} \\ \text{MBE/WBE} \\ \text{Participation} \\ \text{points} \end{array}$$

3.8.4 If the offeror is proposing MBE/WBE participation, in order to receive evaluation consideration for MBE/WBE participation, the offeror must provide the following information with the proposal.

- a. **Participation Commitment** - If the offeror is proposing MBE/WBE participation, the offeror must complete Exhibit H, Participation Commitment, by listing each proposed MBE and WBE, the committed percentage of participation for each MBE and WBE, and the commercially useful products/services to be provided by the listed MBE and WBE. If the offeror submitting the proposal is a qualified MBE and/or WBE, the offeror must include the offeror in the appropriate table on the Participation Commitment Form.
- b. **Documentation of Intent to Participate** – The offeror must either provide a properly completed Exhibit I, Documentation of Intent to Participate Form, signed by each MBE and WBE proposed or must provide a recently dated letter of intent signed by each MBE and WBE proposed which: (1) must describe the products/services the MBE/WBE will provide; (2) must indicate the MBE/WBE's commitment to aid the offeror in the performance of the required services and/or provision of the required products (identified by the Request for Proposal (RFP) number or other identifier) in an amount that must equal the percentage specified on the offeror's Participation Commitment Form, Exhibit H; and (3) should include evidence that the MBE/WBE is qualified, as defined herein. (i.e. the MBE/WBE Certification Number or a copy of MBE/WBE certificate issued by the Missouri OEO.)

3.8.5 **Commitment** – If the offeror's proposal is awarded, the percentage level of MBE/WBE participation committed to by the offeror on Exhibit H, Participation Commitment, as verified by the MBE/WBE's documentation of intent to participate, shall be interpreted as a contractual requirement.

3.8.6 Definition -- Qualified MBE/WBE:

- a. In order to be considered a qualified MBE or WBE for purposes of this RFP, the MBE/WBE must be certified by the State of Missouri, Office of Administration, Office of Equal Opportunity (OEO) at the time of submission of the proposal.
- b. MBE or WBE means a business that is a sole proprietorship, partnership, joint venture, or corporation in which at least fifty-one percent (51%) of the ownership interest is held by minorities or women and the management and daily business operations of which are controlled by one or more minorities or women who own it.
- c. Minority is defined as belonging to one of the following racial minority groups: African Americans, Native Americans, Hispanic Americans, Asian Americans, American Indians, Eskimos, Aleuts, and other groups that may be recognized by the Office of Advocacy, United States Small Business Administration, Washington, D.C.

3.8.7 Resources - A listing of several resources that are available to assist offerors in their efforts to identify and secure the participation of qualified MBEs and WBEs is available at the website shown below or by contacting the Office of Equal Opportunity (OEO) at:

Office of Administration, Office of Equal Opportunity (OEO)
Harry S Truman Bldg., Room 630
P.O. Box 809
Jefferson City, MO 65102-0809
Phone: (877) 259-2963 or (573) 751-8130
Fax: (573) 522-8078
Web site: <http://oa.mo.gov/o eo/>

3.9 Miscellaneous Submittal Information:**3.9.1 Preference for Organizations for the Blind and Sheltered Workshops - Pursuant to section 34.165, RSMo, a ten (10) bonus point preference shall be granted to offerors including products and/or services manufactured, produced or assembled by a qualified nonprofit organization for the blind established pursuant to 41 U.S.C. sections 46 to 48c or a sheltered workshop holding a certificate of approval from the Department of Elementary and Secondary Education pursuant to section 178.920, RSMo.**

- a. In order to qualify for the ten bonus points, the offeror must meet the following conditions and provide the following evidence:
 - 1) The offeror must either be an organization for the blind or sheltered workshop or must be proposing to utilize an organization for the blind/sheltered workshop as a subcontractor and/or supplier in an amount that must equal the greater of \$5,000 or 2% of the total dollar value of the contract for purchases not exceeding \$10 million.
 - 2) The services performed or the products provided by an organization for the blind or sheltered workshop must provide a commercially useful function related to the delivery of the contractually-required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract. Therefore, if the services performed or the products provided by the organization for the blind or sheltered workshop is utilized, to any extent, in the offeror's obligations outside of the contract, it shall not be considered a valid added value to the contract and shall not qualify as participation in accordance with this clause.
 - 3) The offeror must provide the following information with the proposal:
 - ✓ Participation Commitment - The offeror must complete Exhibit H, Participation Commitment, by identifying the organization for the blind or sheltered workshop, the

amount of participation committed, and the commercially useful products/services to be provided by the listed organization for the blind or sheltered workshop. If the offeror submitting the proposal is an organization for the blind or sheltered workshop, the offeror must be listed in the appropriate table on the Participation Commitment Form.

- ✓ Documentation of Intent to Participate – The offeror must either provide a properly completed Exhibit I, Documentation of Intent to Participate Form, signed by the organization for the blind or sheltered workshop proposed or must provide a recently dated letter of intent signed by the organization for the blind or sheltered workshop which: (1) must describe the products/services the organization for the blind/sheltered workshop will provide; (2) must indicate the organization for the blind/sheltered workshop's commitment to aid the offeror in the performance of the required services and/or provision of the required products (identified by the Request for Proposal (RFP) number or other identifier) in an amount that must equal the amount specified on the offeror's Participation Commitment Form, Exhibit H; and (3) should include evidence of the organization for the blind/sheltered workshop qualifications (e.g. copy of certificate or Certificate Number for Missouri Sheltered Workshop).

- b. A list of Missouri sheltered workshops can be found at the following internet address:

<http://www.dese.mo.gov/divspeced/shelteredworkshops/index.html>.

- c. The websites for the Missouri Lighthouse for the Blind and the Alphapointe Association for the Blind can be found at the following internet addresses:

<http://www.lhbindustries.com> and <http://www.alphapointe.org>

- d. Commitment – If the offeror's proposal is awarded, the participation committed to by the offeror on Exhibit H, Participation Commitment, as verified by the organization for the blind/sheltered workshop's documentation of intent to participate, shall be interpreted as a contractual requirement.

3.9.2 Missouri Service-Disabled Veteran Business Preference - Pursuant to section 34.074, RSMo, a three (3) bonus point preference shall be granted to offerors who qualify as Missouri service-disabled veteran businesses and who complete and submit Exhibit J, Missouri Service-Disabled Veteran Business Preference with the proposal. If the proposal does not include the completed Exhibit J and the documentation specified on Exhibit J in accordance with the instructions provided therein, no preference points will be applied.

3.9.3 Affidavit of Work Authorization and Documentation - Pursuant to section 285.530, RSMo, if the offeror meets the section 285.525, RSMo, definition of a "business entity" (<http://www.moga.mo.gov/statutes/C200-299/2850000525.HTM>), the offeror must affirm the offeror's enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services requested herein. The offeror should complete applicable portions of Exhibit K, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization. The applicable portions of Exhibit K must be submitted prior to an award of a contract.

3.9.4 The offeror should complete and submit Exhibit L, Miscellaneous Information.

3.9.5 Business Compliance - The offeror must be in compliance with the laws regarding conducting business in the State of Missouri. The offeror certifies by signing the signature page of this original document and any amendment signature page(s) that the offeror and any proposed subcontractors either are presently in compliance with such laws or shall be in compliance with such laws prior to any resulting contract award. The offeror shall provide documentation of compliance upon request by the Division of Purchasing and Materials Management. The compliance to conduct business in the state shall include, but not necessarily be limited to:

- a. Registration of business name (if applicable)
- b. Certificate of authority to transact business/certificate of good standing (if applicable)
- c. Taxes (e.g., city/county/state/federal)
- d. State and local certifications (e.g., professions/occupations/activities)
- e. Licenses and permits (e.g., city/county license, sales permits)
- f. Insurance (e.g., worker's compensation/unemployment compensation)

4. PRICING PAGE

- 4.1 Firm, Fixed Monthly Price:** The offeror shall state a firm, fixed price per month for services provided for the original contract period and a maximum price per month for services provided for each renewal period, for each of the total annual budget amounts provided in the table below.

Line Item	Annual Budget (includes cooperative marketing, only state agency portion)	Original Contract Period (Firm, Fixed Price)	First Renewal Period (Maximum price)	Second Renewal Period (Maximum price)	Third Renewal Period (Maximum price)
001	\$4.5 million or less	\$ _____ Per Month	\$ _____ Per Month	\$ _____ Per Month	\$ _____ Per Month
002	> \$4.5 million - \$6.5 million	\$ _____ Per Month	\$ _____ Per Month	\$ _____ Per Month	\$ _____ Per Month
003	> \$6.5 million - \$8.5 million	\$ _____ Per Month	\$ _____ Per Month	\$ _____ Per Month	\$ _____ Per Month
004	> \$8.5 million - \$10.5 million	\$ _____ Per Month	\$ _____ Per Month	\$ _____ Per Month	\$ _____ Per Month
005	> \$10.5 million - \$12.5 million	\$ _____ Per Month	\$ _____ Per Month	\$ _____ Per Month	\$ _____ Per Month
006	> \$12.5 million - \$14.5 million	\$ _____ Per Month	\$ _____ Per Month	\$ _____ Per Month	\$ _____ Per Month
007	> \$14.5 million	\$ _____ Per Month	\$ _____ Per Month	\$ _____ Per Month	\$ _____ Per Month

EXHIBIT A
OFFEROR INFORMATION

The offeror should provide the following information about the offeror's organization:

- a. Provide a brief company history, including the founding date, and number of years in business as currently constituted.
- b. Identify all currently operating office locations throughout the world and provide brief (couple sentences of basic information) description about each one.
- c. Facilities - The offeror should fully describe the facilities which will be available and/or utilized in advertising efforts on behalf of the state agency, including in-house and subcontracted.
- d. Describe the structure of the organization including any board of directors, partners, top departmental management, etc., corporate organization, corporate trade affiliations, any parent/subsidiary affiliations with other firms.
- e. Provide a list summarizing pending litigation that could affect the offeror's ability to meet the terms of the contract, any pending litigation, any civil or criminal judgments, any bankruptcy proceedings, etc. Failure to list such litigation may result in rejection of the proposal or in termination of any subsequent contract.
- f. Document the offeror's current financial condition. If the offeror is a subsidiary, provide this information for the parent company. Audited financial statements for the last year will provide such documentation; however, they will become public information. Other information documenting financial solvency may be submitted.
- g. Provide an Aged Account Payable Report for your organization – or other demonstration of prompt payments.
- h. Provide information that will document compliance with the 5 million annual media billing requirement.
- i. Provide information that will document that no current account represents more than 30% of total annual billings.

Exhibit A - continued

k. Provide a list of any travel and tourism related accounts which might be considered a competing account where the State of Missouri needs to determine if a real or perceived conflict of interest exists

l. Identify the clients/accounts gained and lost in the past 2 years and reasons for such acquisition/loss.

m. Provide a complete breakdown of current billings into the various media-type categories and indicate amounts/percentages of in-state (Missouri), out-state (National) business, and out-country (international) business. The sum of the percentages for In-State Missouri, Out-of-State Missouri (National), and International should equal 100%.

Media Type	In-State Missouri		Out-of-State Missouri (National)		International	
	%	\$ Amount	%	\$ Amount	%	\$ Amount
Television - Network						
Television - Cable						
Radio						
Outdoor						
Print-Newspaper						
Print-Periodical / Trade Magazine						
Transit						
Internet/Website/Pod Cast						
Other						

EXHIBIT B**CURRENT/PRIOR EXPERIENCE**

The offeror should copy and complete this form for each reference being submitted as demonstration of the offeror and subcontractor's current/prior experience. In addition, the offeror is advised that if the contact person listed for the reference is unable to be reached during the evaluation, the listed experience may not be considered.

Offeror Name or Subcontractor Name: _____	
Reference Information (Current/Prior Services Performed For:)	
Name of Reference Company:	
Address of Reference Company ✓ Street Address ✓ City, State, Zip	
Reference Contact Person Information: ✓ Name ✓ Phone # ✓ E-mail Address	
Dates of Services:	
If service/contract has terminated, specify reason:	
Dollar Value of Services	
Description of Services Performed	

As the contact person for the reference provided above, my signature below verifies that the information presented on this form is accurate. I am available for contact by the State of Missouri for additional discussions regarding my/my company's association with the offeror referenced above:

Signature of Reference Contact Person

Date of Signature

EXHIBIT C
EXPERTISE OF PERSONNEL

Account Service (copy and complete for any additional account service personnel assigned)	
Name of Senior Level Account Service Representative:	
Percentage of time proposed to be assigned to Missouri Tourism Account	
Physical Domicile	
Educational Degree, include college or university, major, and dates	
# of years experience in advertising/marketing	
Describe person's relationship to offeror. If employed, indicate # of years. If subcontractor, describe other/past working relationships.	
Describe person's responsibilities / accounts over the past 12 months	
Previous employer(s), positions, & dates	
Identify specific information about account experience in:	Clearly identify the experience, provide dates, describe the person's role and extent of involvement in the experience
Travel and tourism industry, particularly general and travel media and travel trade	
Developing and implementing travel and tourism destination marketing advertising campaigns using market research	
Servicing accounts of over \$5 million	
Specify experience at senior level (include dates and accounts)	
Describe the person's planned duties proposed herein.	
Name of other Account Service Representative:	
Percentage of time proposed to be assigned to Missouri Tourism Account	
Physical Domicile	
Educational Degree, include college or university, major, and dates	
# of years experience in advertising/marketing	
Describe person's relationship to offeror. If employed, indicate # of years. If subcontractor, describe other/past working relationships.	
Describe person's responsibilities / accounts over the past 12 months	
Previous employer(s), positions, & dates	
Identify specific information about account experience in:	Clearly identify the experience, provide dates, describe the person's role and extent of involvement in the experience
Travel and tourism industry, particularly general and travel media and travel trade	

EXHIBIT C
EXPERTISE OF PERSONNEL

Account Service (copy and complete for any additional account service personnel assigned)	
Developing and implementing travel and tourism destination marketing advertising campaigns using market research	
Servicing accounts of over \$5 million	
Describe the person's planned duties proposed herein.	

Creative Services (copy and complete for each person who will be assigned)	
Name of Senior Creative Service Representative:	
Percentage of time proposed to be assigned to Missouri Tourism Account	
Physical Domicile	
Educational Degree, include college or university, major, and dates	
# of years experience in advertising/marketing	
Describe person's relationship to offeror. If employed, indicate # of years. If subcontractor, describe other/past working relationships.	
Describe person's responsibilities / accounts over the past 12 months	
Previous employer(s), positions & dates	
Identify specific information about account experience in:	Clearly identify the experience, provide dates, describe the person's role and extent of involvement in the experience
Travel and tourism industry, particularly general and travel media and travel trade	
Developing and implementing travel and tourism destination marketing advertising campaigns using market research and advertising focus group testing	
Servicing accounts of over \$5 million	
Describe the person's planned duties proposed herein.	

Media Services (copy and complete for each person who will be assigned)	
Name of Senior Media Service Representative:	
Percentage of time proposed to be assigned to Missouri Tourism Account	

Media Services (copy and complete for each person who will be assigned)	
Physical Domicile	
Educational Degree, include college or university, major, and dates	
# of years experience in advertising/marketing	
Describe person's relationship to offeror. If employed, indicate # of years. If subcontractor, describe other/past working relationships.	
Describe person's responsibilities / accounts over the past 12 months	
Previous employer(s), positions, dates	
Identify specific information about account experience in:	Clearly identify the experience, provide dates, describe the person's role and extent of involvement in the experience
Travel and tourism industry, particularly general and travel media and travel trade	
Developing and implementing travel and tourism destination marketing advertising campaigns using market research	
Servicing accounts of over \$5 million	
Describe the person's planned duties proposed herein.	

Public Relations Services (copy and complete for each person who will be assigned)	
Name of Public Relations Service Representative:	
Percentage of time proposed to be assigned to Missouri Tourism Account	
Physical Domicile	
Educational Degree, include college or university, major, and dates	
# of years experience in advertising/marketing	
Describe person's relationship to offeror. If employed, indicate # of years. If subcontractor, describe other/past working relationships.	
Describe person's responsibilities / accounts over the past 12 months	
Previous employer(s), positions, & dates	
Identify specific information about account experience in:	Clearly identify the experience, provide dates, describe the person's role and extent of involvement in the experience
Travel and tourism industry, particularly general and travel media and travel trade	
Developing and implementing travel and tourism destination marketing advertising campaigns using market research	

Public Relations Services (copy and complete for each person who will be assigned)	
Servicing accounts of over \$5 million	
Describe the person's planned duties proposed herein.	

Financial Services (copy and complete for each person who will be assigned)	
Name of Financial Service Representative:	
Percentage of time proposed to be assigned to Missouri Tourism Account	
Physical Domicile	
Educational Degree, include college or university, major, and dates	
# of years experience in advertising/marketing	
Describe person's relationship to offeror. If employed, indicate # of years. If subcontractor, describe other/past working relationships.	
Describe person's responsibilities / accounts over the past 12 months	
Previous employer(s), dates	
As applicable, identify specific information about account experience in:	Clearly identify the experience, provide dates, describe the person's role and extent of involvement in the experience
Travel and tourism industry, particularly general and travel media and travel trade	
Servicing governmental accounts	
Servicing accounts of over \$5 million	
Describe the person's planned duties proposed herein.	

Interactive Personnel (copy and complete for each person)	
Name of Interactive Service Representative:	
Percentage of time proposed to be assigned to Missouri Tourism Account	
Physical Domicile	
Educational Degree, include college or university, major, and dates	
# of years experience in advertising/marketing	
Describe person's relationship to offeror. If employed, indicate # of years. If subcontractor, describe other/past working relationships.	

Interactive Personnel (copy and complete for each person)	
Describe person's responsibilities / accounts over the past 12 months	
Previous employer(s), positions, & dates	
As applicable, identify specific information about account experience in:	Clearly identify the experience, provide dates, describe the person's role and extent of involvement in the experience
Travel and tourism industry, particularly general and travel media and travel trade	
Developing and implementing travel and tourism destination marketing advertising campaigns	
Servicing accounts of over \$5 million	
Describe the person's planned duties proposed herein.	

Other Key Service Personnel (copy and complete for each person)	
Name of Service Expertise/Department:	
Name of Person Assigned	
Percentage of time proposed to be assigned to Missouri Tourism Account	
Physical Domicile	
Educational Degree, include college or university, major, and dates	
# of years experience in advertising/marketing	
Describe person's relationship to offeror. If employed, indicate # of years. If subcontractor, describe other/past working relationships.	
Describe person's responsibilities / accounts over the past 12 months	
Previous employer(s), positions, & dates	
As applicable, identify specific information about account experience in:	Clearly identify the experience, provide dates, describe the person's role and extent of involvement in the experience
Travel and tourism industry, particularly general and travel media and travel trade	
Developing and implementing travel and tourism destination marketing advertising campaigns	
Servicing accounts of over \$5 million	
Describe the person's planned duties proposed herein.	

EXHIBIT E**METHOD OF PERFORMANCE**

The offeror should present a written plan for performing the requirements specified in this Request for Proposal. In presenting such information, the offeror should specifically address each of the following issues:

Proposed Services:

1. The offeror should provide a brief expression of the offeror's advertising philosophy and an explanation of how the offeror currently measures the effectiveness of its advertising.
2. Integrated Marketing Plan - The offeror should submit a proposed marketing plan that demonstrates how the offeror proposes to reinforce the state agency's message in order to meet the objectives of the state agency.
 - ✓ The offeror should recommend a media mix and scheduling strategy for the Division of Tourism which takes into consideration the segments targeted.
 - ✓ The offeror should recommend frequency and effective frequency levels.
 - ✓ The offeror should describe how the targeted segments will be reached, who will be reached, why they will be reached, and the best method to reach them.
 - ✓ To the extent possible, the offeror should describe how the offeror recommends the Division of Tourism proceed creatively.
 - ✓ The offeror should describe specific marketing activities proposed to reach the state agency's objectives.
3. Research - The offeror should provide any recommendations regarding research and how the offeror incorporates research results into strategies for advertising, public relations and all marketing ideas.
4. Samples – The offeror may submit samples of creative ideas or strategies.
5. Cooperative Marketing - The offeror should provide a strategic overview regarding the offeror's proposed methodology for performing the Cooperative Marketing Program. The offeror should include information about the proposed services.
6. Customer Service - The offeror should submit their current policies and procedures on customer service and explain how quality control is performed and how customer service will be assured for the state agency.
7. Special Services - The offeror should describe any special services that the offeror proposes or is able to provide that may be of special interest to the state agency.

Staffing Plan and Resources

8. Attach an organizational chart showing the staffing and lines of authority for the key personnel to be used. The relationship of the account service senior rep to creative, to public relations, to management, and to

support personnel should be clearly illustrated. The organizational chart should include the names of the personnel and the working titles of each and should include information about any proposed subcontractors including management, supervisory, and other key personnel.

9. The offeror should indicate and describe the role principles and top management will play in day-to-day account management and creative direction. The offeror should describe how services of the contract will be managed, controlled, and supervised in order to ensure satisfactory contract performance.
10. Along with a detailed organizational chart, the offeror should describe the following:
 - ✓ How services of the contract will be managed, controlled, and supervised in order to ensure satisfactory contract performance.
 - ✓ Total Personnel Resources - The offeror should provide information that documents the depth of resources to ensure completion of all requirements on time and on target. If the offeror has other ongoing contracts that also require personnel resources, the offeror should document how sufficient resources will be provided to the State of Missouri.

Location of Service

11. Provide the location and total number of personnel operating out of the office proposed:

Miscellaneous

12. Economic Impact to Missouri - the offeror should describe the economic advantages that will be realized as a result of the offeror performing the required services. The offeror should respond to the following:
 - Provide a description of the proposed services that will be performed and/or the proposed products that will be provided by Missourians and/or Missouri products.
 - Provide a description of the economic impact returned to the State of Missouri through tax revenue obligations.
 - Provide a description of the company's economic presence within the State of Missouri (e.g., type of facilities: sales offices; sales outlets; divisions; manufacturing; warehouse; other), including Missouri employee statistics.

EXHIBIT F**PROPOSED BUDGET / PERFORMANCE PLAN**

Clearly outline, identify, and describe any of the activities and estimated budget for each activity proposed to be included in the offeror's advertising campaign.

Budget Item / Activity	Estimated Annual Budget Amount	Description of Performance Plans (Actual Activities Proposed)
Offeror's Firm, Fixed Price per Month	(The amount stated here shall be the same amount as stated on the Pricing Page for \$10 million total budget \$ _____)	The description of activities/budget items included in monthly price should be shown on the following exhibit, Exhibit F .
Media		
✓ Television – Network		
✓ Television - Cable		
✓ Radio		
✓ Outdoor		
✓ Print-Newspaper		
✓ Print-Periodical / Trade Magazine		
✓ Transit		
✓ Internet/Website/Pod Cast		
✓ Other		
Production		
✓ Television – Network		
✓ Television - Cable		
✓ Radio		
✓ Outdoor		
✓ Print-Newspaper		
✓ Print-Periodical / Trade Magazine		
✓ Transit		
✓ Internet/Website/Pod Cast		
✓ Customer Relationship marketing		
✓ Other		
Printing		
Direct Marketing		
Cooperative Marketing Program	\$1,000,000.00	
Out of State Travel		
Other		
TOTAL ANNUAL BUDGET	\$10,000,000.00	

EXHIBIT G
PRICE ANALYSIS FOR OFFEROR'S FEE

The offeror should complete the following table documenting the firm fixed price per month submitted on the pricing page in sufficient detail to determine the services/items/expenses proposed and included in the per month fee.

Budget Categories	Quantity	Unit Price	Total
Professional Personnel (list)			
1.		\$	\$
2.		\$	\$
3.		\$	\$
4.		\$	\$
5.		\$	\$
6.		\$	\$
7.		\$	\$
8.		\$	\$
Total Professional Personnel			\$
Support Personnel (list)			
1.		\$	\$
2.		\$	\$
3.		\$	\$
4.		\$	\$
5.		\$	\$
Total Support Personnel			\$
Travel Expenses (list)			
1.		\$	\$
2.		\$	\$
3.		\$	\$
4.		\$	\$
5.		\$	\$
Total Travel Expenses			\$
Materials and Supplies (list)			
1.		\$	\$
2.		\$	\$
3.		\$	\$
4.		\$	\$
5.		\$	\$
Total Materials and Supplies			\$
Other Components/Overhead (List)			
1.		\$	\$
2.		\$	\$
3.		\$	\$
4.		\$	\$
5.		\$	\$
Total Other Components/Overhead			\$
Total Price (must equal the per month price quoted on the Pricing Page. Assume total budget of \$10 million)			\$

EXHIBIT H
PARTICIPATION COMMITMENT

Organization for the Blind/Sheltered Workshop and/or Minority Business Enterprise/Women Business Enterprise (MBE/WBE) Participation Commitment – If the offeror is committing to participation by or if the offeror is a qualified organization for the blind/sheltered workshop and/or MBE/WBE, the offeror must provide the required information in the appropriate table(s) below for the organization proposed and must submit the completed exhibit with the offeror's proposal.

Organization for the Blind/Sheltered Workshop Commitment Table		
Name of Organization for the Blind or Sheltered Workshop Proposed	By completing this table, the offeror commits to use of the organization at the greater of either \$5,000 or 2% of the total dollar value of contract	Description of Products/Services to be Provided by Listed Organization for the Blind/Sheltered Workshop

For Minority Business Enterprise (MBE) and/or Woman Business Enterprise (WBE) Participation, if proposing an entity certified as both MBE and WBE, the offeror must either (1) enter the participation percentage under MBE or WBE, **or** must (2) split the participation between both MBE and WBE. If splitting the participation between both MBE and WBE, do **not double count** the participation.

MBE Participation Commitment Table		
Name of Each Qualified Minority Business Enterprise (MBE) Proposed	Committed Percentage of Participation for Each MBE (% of the Total Contract Value)	Description of Products/Services to be Provided by Listed MBE
1.	%	
2.	%	
3.	%	
4.	%	
Total MBE Percentage:	%	

WBE Participation Commitment Table		
Name of Each Qualified Women Business Enterprise (WBE) proposed	Committed Percentage of Participation for Each WBE (% of the Total Contract Value)	Description of Products/Services to be Provided by Listed WBE
1.	%	
2.	%	
3.	%	
4.	%	
Total WBE Percentage:	%	

EXHIBIT I**DOCUMENTATION OF INTENT TO PARTICIPATE**

If the offeror is proposing to include the participation of an Organization for the Blind/Sheltered Workshop and/or Minority Business Enterprise/Women Business Enterprise (MBE/WBE) in the provision of the products/services required in the RFP, the offeror must either provide a recently dated letter of intent from each organization documenting the following information, or complete and provide this Exhibit with the offeror's proposal.

~ Copy This Form For Each Organization Proposed ~

Offeror Name: _____

This Section To Be Completed by Participating Organization:

By completing and signing this form, the undersigned hereby confirms the intent of the named participating organization to provide the products/services identified herein for the offeror identified above.

Indicate appropriate business classification(s):

_____ MBE _____ WBE _____ Organization for the Blind _____ Sheltered Workshop

Name of Organization _____

Contact Name: _____

Email: _____

Address: _____

Phone #: _____

City: _____

Fax #: _____

State/Zip: _____

Certification # _____

(or attach copy of certification)

Describe the products/services you (*as the participating organization*) have agreed to provide:

Document the amount of participation the offeror has committed to you (*as the participating organization*) for the products/services you are providing:

If MBE/WBE: _____

% of Total Value of Contract

If Organization for Blind /
Sheltered Workshop: _____

% of Total Value of Contract
or
Total Dollar Amount

Authorized Signature:

Authorized Signature of Participating Organization

Date

EXHIBIT J
MISSOURI SERVICE-DISABLED VETERAN BUSINESS PREFERENCE

Pursuant to section 34.074, RSMo, the Division of Purchasing and Materials Management has a goal of awarding three (3) percent of all contracts for the performance of any job or service to service-disabled veteran businesses (see below for definitions included in section 34.074, RSMo) either doing business as Missouri firms, corporations, or individuals; or which maintain Missouri offices or places of business.

Definitions:

Service-Disabled Veteran is defined as any individual who is disabled as certified by the appropriate federal agency responsible for the administration of veterans' affairs.

Service-Disabled Veteran Business is defined as a business concern:

- a. not less than fifty-one (51) percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than fifty-one (51) percent of the stock of which is owned by one or more service-disabled veterans; and
- b. the management and daily business operations of which are controlled by one or more service-disabled veterans.

If an offeror meets the definitions of a service-disabled veteran and a service-disabled veteran business as defined in section 34.074, RSMo, and is either doing business as a Missouri firm, corporation, or individual; or maintains a Missouri office or place of business, the offeror **must** provide the following with the proposal in order to receive the Missouri service-disabled veteran business preference of a three-point bonus over a non-Missouri service-disabled veteran business:

- a. a copy of an award letter from the Department of Veterans Affairs (VA), or a copy of the offeror's discharge paper (DD Form 214, Certificate of Release or Discharge from Active Duty) from the branch of service the offeror was in; and
- b. a completed copy of this exhibit

(NOTE: For ease of evaluation, please attach copy of the above-referenced letter from the VA or a copy of the offeror's discharge paper to this Exhibit. The above-referenced letter from the VA and a copy of the offeror's discharge paper shall be considered confidential pursuant to subsection 14 of section 610.021, RSMo.)

By signing below, I certify that I meet the definitions of a service-disabled veteran and a service-disabled veteran business as defined in section 34.074, RSMo, and that I am either doing business as a Missouri firm, corporation, or individual; or maintain Missouri offices or places of business at the location(s) listed below.

 Service-Disabled Veteran's Name (Please Print)

 Service-Disabled Veteran Business Name

Service-Disabled Veteran's Signature

 Missouri Address of Service-Disabled Veteran Business

EXHIBIT K
BUSINESS ENTITY CERTIFICATION, ENROLLMENT DOCUMENTATION,
AND AFFIDAVIT OF WORK AUTHORIZATION

BUSINESS ENTITY CERTIFICATION:

The offeror must certify their current business status by completing either Box A or Box B or Box C on this Exhibit.

- | | |
|----------------------|---|
| <u>BOX A:</u> | To be completed by a non-business entity as defined below. |
| <u>BOX B:</u> | To be completed by a business entity who has not yet completed and submitted documentation pertaining to the federal work authorization program as described at http://www.dhs.gov/xprevprot/programs/gc_1185221678150.shtm . |
| <u>BOX C:</u> | To be completed by a business entity who has current work authorization documentation on file with a Missouri state agency including Division of Purchasing and Materials Management. |

Business entity, as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, is any person or group of persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood. The term "**business entity**" shall include but not be limited to self-employed individuals, partnerships, corporations, contractors, and subcontractors. The term "**business entity**" shall include any business entity that possesses a business permit, license, or tax certificate issued by the state, any business entity that is exempt by law from obtaining such a business permit, and any business entity that is operating unlawfully without such a business permit. The term "**business entity**" shall not include a self-employed individual with no employees or entities utilizing the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo.

Note: Regarding governmental entities, business entity includes Missouri schools, Missouri universities (other than stated in Box C), out of state agencies, out of state schools, out of state universities, and political subdivisions. A business entity does not include Missouri state agencies and federal government entities.

BOX A – CURRENTLY NOT A BUSINESS ENTITY

I certify that _____ (Company/Individual Name) **DOES NOT CURRENTLY MEET** the definition of a business entity, as defined in section 285.525, RSMo pertaining to section 285.530, RSMo as stated above, because: (check the applicable business status that applies below)

- ☐ I am a self-employed individual with no employees; **OR**
☐ The company that I represent utilizes the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo.

I certify that I am not an alien unlawfully present in the United States and if _____ (Company/Individual Name) is awarded a contract for the services requested herein under _____ (RFP Number) and if the business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo then, prior to the performance of any services as a business entity, _____ (Company/Individual Name) agrees to complete Box B, comply with the requirements stated in Box B and provide the Division of Purchasing and Materials Management with all documentation required in Box B of this exhibit.

 Authorized Representative's Name
 (Please Print)

 Authorized Representative's Signature

 Company Name (if applicable)

 Date

EXHIBIT K, continued

(Complete the following if you DO NOT have the E-Verify documentation and a current Affidavit of Work Authorization already on file with the State of Missouri. If completing Box B, do not complete Box C.)

BOX B – CURRENT BUSINESS ENTITY STATUS

I certify that _____ (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo pertaining to section 285.530.

Authorized Business Entity
Representative's Name
(Please Print)

Authorized Business Entity
Representative's Signature

Business Entity Name

Date

E-Mail Address

As a business entity, the offeror must perform/provide the following. The offeror should check each to verify completion/submission:

- ☐ Enroll and participate in the E-Verify federal work authorization program (Website: http://www.dhs.gov/xprevprot/programs/gc_1185221678150.shtm; Phone: 888-464-4218; Email: e-verify@dhs.gov) with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; AND
- ☐ Provide documentation affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program. Documentation shall include EITHER the E-Verify Employment Eligibility Verification page OR a page from the E-Verify Memorandum of Understanding (MOU) listing the offeror's name and the MOU signature page completed and signed, at minimum, by the offeror and the Department of Homeland Security – Verification Division. If the signature page of the MOU lists the offeror's name and company ID, then no additional pages of the MOU must be submitted; AND
- ☐ Submit a completed, notarized Affidavit of Work Authorization provided on the next page of this Exhibit.

EXHIBIT K, continued**AFFIDAVIT OF WORK AUTHORIZATION:**

The offeror who meets the section 285.525, RSMo, definition of a business entity must complete and return the following Affidavit of Work Authorization.

Comes now _____ (Name of Business Entity Authorized Representative) as _____ (Position/Title) first being duly sworn on my oath, affirm _____ (Business Entity Name) is enrolled and will continue to participate in the E-Verify federal work authorization program with respect to employees hired after enrollment in the program who are proposed to work in connection with the services related to contract(s) with the State of Missouri for the duration of the contract(s), if awarded in accordance with subsection 2 of section 285.530, RSMo. I also affirm that _____ (Business Entity Name) does not and will not knowingly employ a person who is an unauthorized alien in connection with the contracted services provided under the contract(s) for the duration of the contract(s), if awarded.

In Affirmation thereof, the facts stated above are true and correct. (The undersigned understands that false statements made in this filing are subject to the penalties provided under section 575.040, RSMo.)

Authorized Representative's Signature

Printed Name

Title

Date

E-Mail Address

E-Verify Company ID Number

Subscribed and sworn to before me this _____ of _____. I am
(DAY) (MONTH, YEAR)
commissioned as a notary public within the County of _____, State of
(NAME OF COUNTY)
_____, and my commission expires on _____.
(NAME OF STATE) (DATE)

Signature of Notary

Date

EXHIBIT K, continued

(Complete the following if you have the E-Verify documentation and a current Affidavit of Work Authorization already on file with the State of Missouri. If completing Box C, do not complete Box B.)

BOX C – AFFIDAVIT ON FILE - CURRENT BUSINESS ENTITY STATUS

I certify that _____ (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo and have enrolled and currently participates in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services related to contract(s) with the State of Missouri. We have previously provided documentation to a Missouri state agency or public university that affirms enrollment and participation in the E-Verify federal work authorization program. The documentation that was previously provided included the following.

- ✓ The E-Verify Employment Eligibility Verification page OR a page from the E-Verify Memorandum of Understanding (MOU) listing the offeror's name and the MOU signature page completed and signed by the offeror's and the Department of Homeland Security – Verification Division
- ✓ A current, notarized Affidavit of Work Authorization (must be completed, signed, and notarized within the past twelve months).

Name of **Missouri State Agency** or **Public University*** to Which Previous E-Verify Documentation Submitted: _____

(*Public University includes the following five schools under chapter 34, RSMo: Harris-Stowe State University – St. Louis; Missouri Southern State University – Joplin; Missouri Western State University – St. Joseph; Northwest Missouri State University – Maryville; Southeast Missouri State University – Cape Girardeau.)

Date of Previous E-Verify Documentation Submission: _____

Previous **Bid/Contract Number** for Which Previous E-Verify Documentation Submitted: _____

(if known)

Authorized Business Entity Representative's
Name
(Please Print)

Authorized Business Entity
Representative's Signature

E-Verify MOU Company ID Number

E-Mail Address

Business Entity Name

Date

FOR STATE USE ONLY:

Documentation Verification Completed By: _____

Buyer

Date

EXHIBIT L**MISCELLANEOUS INFORMATION****Outside United States**

If any products and/or services offered under this RFP are being manufactured or performed at sites outside the United States, the offeror MUST disclose such fact and provide details in the space below or on an attached page.

Are products and/or services being manufactured or performed at sites outside the United States?	Yes _____	No _____
Describe and provide details:		

Employee Bidding/Conflict of Interest

Offerors who are employees of the State of Missouri, a member of the General Assembly or a statewide elected official must comply with sections 105.450 to 105.458, RSMo, regarding conflict of interest. If the offeror and/or any of the owners of the offeror's organization are currently an employee of the State of Missouri, a member of the General Assembly or a statewide elected official, please provide the following information.

Name of State Employee, General Assembly Member, or Statewide Elected Official:		
	In what office/agency are they employed?	
	Employment Title:	
Percentage of ownership interest in offeror's organization:		_____ %

**STATE OF MISSOURI
DIVISION OF PURCHASING AND MATERIALS MANAGEMENT
TERMS AND CONDITIONS -- REQUEST FOR PROPOSAL**

1. TERMINOLOGY/DEFINITIONS

Whenever the following words and expressions appear in a Request for Proposal (RFP) document or any amendment thereto, the definition or meaning described below shall apply.

- a. **Agency and/or State Agency** means the statutory unit of state government in the State of Missouri for which the equipment, supplies, and/or services are being purchased by the **Division of Purchasing and Materials Management (DPMM)**. The agency is also responsible for payment.
- b. **Amendment** means a written, official modification to an RFP or to a contract.
- c. **Attachment** applies to all forms which are included with an RFP to incorporate any informational data or requirements related to the performance requirements and/or specifications.
- d. **Proposal Opening Date and Time** and similar expressions mean the exact deadline required by the RFP for the receipt of sealed proposals.
- e. **Offeror** means the person or organization that responds to an RFP by submitting a proposal with prices to provide the equipment, supplies, and/or services as required in the RFP document.
- f. **Buyer** means the procurement staff member of the DPMM. The **Contact Person** as referenced herein is usually the Buyer.
- g. **Contract** means a legal and binding agreement between two or more competent parties, for a consideration for the procurement of equipment, supplies, and/or services.
- h. **Contractor** means a person or organization who is a successful offeror as a result of an RFP and who enters into a contract.
- i. **Exhibit** applies to forms which are included with an RFP for the offeror to complete and submit with the sealed proposal prior to the specified opening date and time.
- j. **Request for Proposal (RFP)** means the solicitation document issued by the DPMM to potential offerors for the purchase of equipment, supplies, and/or services as described in the document. The definition includes these Terms and Conditions as well as all Pricing Pages, Exhibits, Attachments, and Amendments thereto.
- k. **May** means that a certain feature, component, or action is permissible, but not required.
- l. **Must** means that a certain feature, component, or action is a mandatory condition.
- m. **Pricing Page(s)** applies to the form(s) on which the offeror must state the price(s) applicable for the equipment, supplies, and/or services required in the RFP. The pricing pages must be completed and submitted by the offeror with the sealed proposal prior to the specified proposal opening date and time.
- n. **RSMo (Revised Statutes of Missouri)** refers to the body of laws enacted by the Legislature which govern the operations of all agencies of the State of Missouri. Chapter 34 of the statutes is the primary chapter governing the operations of DPMM.
- o. **Shall** has the same meaning as the word **must**.
- p. **Should** means that a certain feature, component and/or action is desirable but not mandatory.

2. APPLICABLE LAWS AND REGULATIONS

- a. The contract shall be construed according to the laws of the State of Missouri. 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.
- b. To the extent that a provision of the contract is contrary to the Constitution or laws of the State of Missouri or of the United States, the provisions shall be void and unenforceable. However, the balance of the contract shall remain in force between the parties unless terminated by consent of both the contractor and the DPMM.
- c. The contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri and other regulatory agencies, as may be required by law or regulations.
- d. The contractor must timely file and pay all Missouri sales, withholding, corporate and any other required Missouri tax returns and taxes, including interest and additions to tax.
- e. The exclusive venue for any legal proceeding relating to or arising out of the RFP or resulting contract shall be in the Circuit Court of Cole County, Missouri.
- f. The contractor shall only utilize personnel authorized to work in the United States in accordance with applicable federal and state laws and Executive Order 07-13 for work performed in the United States.

3. OPEN COMPETITION/REQUEST FOR PROPOSAL DOCUMENT

- a. It shall be the offeror's responsibility to ask questions, request changes or clarification, or otherwise advise the DPMM if any language, specifications or requirements of an 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 communication from offerors regarding specifications, requirements, competitive proposal process, etc., must be directed to the buyer from the DPMM, unless the RFP specifically refers the offeror to another contact. Such communication should be received at least ten calendar days prior to the official proposal opening date.
- b. Every attempt shall be made to ensure that the offeror receives an adequate and prompt response. However, in order to maintain a fair and equitable procurement process, all offerors will be advised, via the issuance of an amendment to the RFP, of any relevant or pertinent information related to the procurement. Therefore, offerors are advised that unless specified elsewhere in the RFP, any questions received less than ten calendar days prior to the RFP opening date may not be answered.
- c. Offerors are cautioned that the only official position of the State of Missouri is that which is issued by the DPMM in the RFP or an amendment thereto. No other means of communication, whether oral or written, shall be construed as a formal or official response or statement.
- d. The DPMM monitors all procurement activities to detect any possibility of deliberate restraint of competition, collusion among offerors, price-fixing by offerors, or any other anticompetitive conduct by offerors which appears to violate state and federal antitrust laws. Any suspected violation shall be referred to the Missouri Attorney General's Office for appropriate action.
- e. The RFP is available for viewing and downloading on the state's On-Line Bidding/Vendor Registration System website. Premium registered offerors are electronically notified of the proposal opportunity based on the information maintained in the State of Missouri's vendor database. If a Premium registered offeror's e-mail address is incorrect, the offeror must update the e-mail address themselves on the state's On-Line Bidding/Vendor Registration System website.
- f. The DPMM reserves the right to officially amend or cancel an RFP after issuance. It shall be the sole responsibility of the offeror to monitor the State of Missouri On-Line Bidding/Vendor Registration System website at: <https://www.moobl.mo.gov> to obtain a copy of the amendment(s). Premium registered offerors who received e-mail notification of the proposal opportunity when the RFP was established and Premium registered offerors who have responded to the RFP on-line prior to an amendment being issued will receive e-mail notification of the amendment(s). Premium registered offerors who received e-mail notification of the proposal opportunity when the RFP was established and Premium registered offerors who have responded to the proposal on-line prior to a cancellation being issued will receive e-mail notification of a cancellation issued prior to the exact closing time and date specified in the RFP.

4. PREPARATION OF PROPOSALS

- a. Offerors **must** examine the entire RFP carefully. Failure to do so shall be at offeror's risk.
- b. Unless otherwise specifically stated in the RFP, all specifications and requirements constitute minimum requirements. All proposals must meet or exceed the stated specifications and requirements.
- c. Unless otherwise specifically stated in the RFP, any manufacturer names, trade names, brand names, information and/or catalog numbers listed in a specification and/or requirement are for informational purposes only and are not intended to limit competition. The offeror may offer any brand which meets or exceeds the specification for any item, but must state the manufacturer's name and model number for any such brands in the proposal. In addition, the offeror shall explain, in detail, (1) the reasons why the proposed equivalent meets or exceeds the specifications and/or requirements and (2) why the proposed equivalent should not be considered an exception thereto. Proposals which do not comply with the requirements and specifications are subject to rejection without clarification.
- d. Proposals lacking any indication of intent to offer an alternate brand or to take an exception shall be received and considered in complete compliance with the specifications and requirements as listed in the RFP.
- e. In the event that the offeror is an agency of state government or other such political subdivision which is prohibited by law or court decision from complying with certain provisions of an RFP, such a offeror may submit a proposal which contains a list of statutory limitations and identification of those prohibitive clauses which will be modified via a clarification conference between the DPMM and the offeror, if such offeror is selected for contract award. The clarification conference will be conducted in order to agree to language that reflects the intent and compliance of such law and/or court order and the RFP. Any such offeror needs to include in the proposal, a complete list of statutory references and citations for each provision of the RFP which is affected by this paragraph.
- f. All equipment and supplies offered in a proposal 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.
- g. Prices shall include all packing, handling and shipping charges FOB destination, freight prepaid and allowed unless otherwise specified in the RFP.
- h. Proposals, including all prices therein, shall remain valid for 90 days from proposal opening or Best and Final Offer (BAFO) submission unless otherwise indicated. If the proposal is accepted, the entire proposal, including all prices, shall be firm for the specified contract period.
- i. Any foreign offeror not having an Employer Identification Number assigned by the United States Internal Revenue Service (IRS) must submit a completed IRS Form W-8 prior to or with the submission of their proposal in order to be considered for award.

5. SUBMISSION OF PROPOSALS

- a. Proposals may be submitted by delivery of a hard copy to the DPMM office. Electronic submission of proposals by Premium registered offerors through the State of Missouri's On-Line Bidding/Vendor Registration System website is not available unless stipulated in the RFP. Delivered proposals must be sealed in an envelope or container, and received in the DPMM office located at 301 West High St, Rm 630 in Jefferson City, MO no later than the exact opening time and date specified in the RFP. All proposals must (1) be submitted by a duly authorized representative of the offeror's organization, (2) contain all information required by the RFP, and (3) be priced as required. Hard copy proposals may be mailed to the DPMM post office box address. However, it shall be the responsibility of the offeror to ensure their proposal is in the DPMM office (address listed above) no later than the exact opening time and date specified in the RFP.
- b. The sealed envelope or container containing a proposal should be clearly marked on the outside with (1) the official RFP number and (2) the official opening date and time. Different proposals should not be placed in the same envelope, although copies of the same proposal may be placed in the same envelope.
- c. A proposal submitted electronically by a Premium registered offeror may be modified on-line prior to the official opening date and time. A proposal which has been delivered to the DPMM office, may be modified by signed, written notice which has been received by the DPMM prior to the official opening date and time specified. A proposal may also be modified in person by the offeror or its authorized representative, provided proper identification is presented before the official opening date and time. Telephone or telegraphic requests to modify a proposal shall not be honored.
- d. A proposal submitted electronically by a Premium registered offeror may be canceled on-line prior to the official opening date and time. A proposal which has been delivered to the DPMM office, may only be withdrawn by a signed, written notice or facsimile which has been received by the DPMM prior to the official opening date and time specified. A proposal may also be withdrawn in person by the offeror or its authorized representative, provided proper identification is presented before the official opening date and time. Telephone, e-mail, or telegraphic requests to withdraw a proposal shall not be honored.
- e. When submitting a proposal electronically, the Premium registered offeror indicates acceptance of all RFP terms and conditions by clicking on the "Submit" button on the Electronic Bid Response Entry form. Offerors delivering a hard copy proposal to DPMM must sign and return the RFP cover page or, if applicable, the cover page of the last amendment thereto in order to constitute acceptance by the offeror of all RFP terms and conditions. Failure to do so may result in rejection of the proposal unless the offeror's full compliance with those documents is indicated elsewhere within the offeror's response.
- f. Faxed proposals shall not be accepted. However, faxed and e-mail no-bid notifications shall be accepted.

6. PROPOSAL OPENING

- a. Proposal openings are public on the opening date and at the opening time specified on the RFP document. Only the names of the respondents shall be read at the proposal opening. Premium registered vendors may view the same proposal response information on the state's On-Line Bidding/Vendor Registration System website. The contents of the responses shall not be disclosed at this time.
- b. Proposals which are not received in the DPMM office prior to the official opening date and time shall be considered late, regardless of the degree of lateness, and normally will not be opened. Late proposals may only be opened under extraordinary circumstances in accordance with 1 CSR 40-1.050.

7. PREFERENCES

- a. In the evaluation of proposals, preferences shall be applied in accordance with chapter 34, RSMo. Contractors should apply the same preferences in selecting subcontractors.
- b. By virtue of statutory authority, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, made or grown within the State of Missouri and to all firms, corporations or individuals doing business as Missouri firms, corporations or individuals. Such preference shall be given when quality is equal or better and delivered price is the same or less.
- c. In accordance with Executive Order 05-30, contractors are encouraged to utilize certified minority and women-owned businesses in selecting subcontractors.
- d. In the evaluation of proposals, a service-disabled veteran business preference shall be applied in accordance with section 34.074, RSMo.

8. EVALUATION/AWARD

- a. Any clerical error, apparent on its face, may be corrected by the buyer before contract award. Upon discovering an apparent clerical error, the buyer shall contact the offeror and request clarification of the intended proposal. The correction shall be incorporated in the notice of award. Examples of apparent clerical errors are: 1) misplacement of a decimal point; and 2) obvious mistake in designation of unit.
- b. Any pricing information submitted by an offeror shall be subject to evaluation if deemed by the DPMM to be in the best interest of the State of Missouri.
- c. The offeror is encouraged to propose price discounts for prompt payment or propose other price discounts that would benefit the State of Missouri. However, unless otherwise specified in the RFP, pricing shall be evaluated at the maximum potential financial liability to the State of Missouri.

- d. Awards shall be made to the offeror whose proposal (1) complies with all mandatory specifications and requirements of the RFP and (2) is the lowest and best proposal, considering price, responsibility of the offeror, and all other evaluation criteria specified in the RFP and any subsequent negotiations and (3) complies with sections 34.010 and 34.070, RSMo, and Executive Order 04-09.
- e. In the event all offerors fail to meet the same mandatory requirement in an RFP, DPMM reserves the right, at its sole discretion, to waive that requirement for all offerors and to proceed with the evaluation. In addition, the DPMM reserves the right to waive any minor irregularity or technicality found in any individual proposal.
- f. The DPMM reserves the right to reject any and all proposals.
- g. When evaluating a proposal, the State of Missouri reserves the right to consider relevant information and fact, whether gained from a proposal, from an offeror, from offeror's references, or from any other source.
- h. Any information submitted with the proposal, regardless of the format or placement of such information, may be considered in making decisions related to the responsiveness and merit of a proposal and the award of a contract.
- i. Negotiations may be conducted with those offerors who submit potentially acceptable proposals. Proposal revisions may be permitted for the purpose of obtaining best and final offers. In conducting negotiations, there shall be no disclosure of any information submitted by competing offerors.
- j. Any award of a contract shall be made by notification from the DPMM to the successful offeror. The DPMM reserves the right to make awards by item, group of items, or an all or none basis. The grouping of items awarded shall be determined by DPMM based upon factors such as item similarity, location, administrative efficiency, or other considerations in the best interest of the State of Missouri.
- k. Pursuant to section 610.021, RSMo, proposals and related documents shall not be available for public review until after a contract is executed or all proposals are rejected.
- l. The DPMM posts all proposal results on the On-line Bidding/Vendor Registration System website for Premium registered offerors to view for a reasonable period after proposal award and maintains images of all proposal file material for review. Offerors who include an e-mail address with their proposal will be notified of the award results via e-mail.
- m. The DPMM reserves the right to request clarification of any portion of the offeror's response in order to verify the intent of the offeror. The offeror is cautioned, however, that its response may be subject to acceptance or rejection without further clarification.
- n. Any proposal award protest must be received within ten (10) calendar days after the date of award in accordance with the requirements of 1 CSR 40-1.050 (10).
- o. The final determination of contract(s) award shall be made by DPMM.

9. CONTRACT/PURCHASE ORDER

- a. By submitting a proposal, the offeror agrees to furnish any and all equipment, supplies and/or services specified in the RFP, at the prices quoted, pursuant to all requirements and specifications contained therein.
- b. A binding contract shall consist of: (1) the RFP, amendments thereto, and any Best and Final Offer (BAFO) request(s) with RFP changes/additions, (2) the contractor's proposal including any contractor BAFO response(s), (3) clarification of the proposal, if any, and (4) DPMM's acceptance of the proposal by "notice of award" or by "purchase order." All Exhibits and Attachments included in the RFP shall be incorporated into the contract by reference.
- c. A notice of award issued by the State of Missouri does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services for the State of Missouri, the contractor must receive a properly authorized purchase order or other form of authorization given to the contractor at the discretion of the state agency.
- d. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein. Any change to the contract, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the contractor and the DPMM or by a modified purchase order prior to the effective date of such modification. The contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification to the contract.

10. INVOICING AND PAYMENT

- a. The State of Missouri does not pay state or federal taxes unless otherwise required under law or regulation.
- b. The statewide financial management system has been designed to capture certain receipt and payment information. For each purchase order received, an invoice must be submitted that references the purchase order number and must be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment.
- c. The contractor shall not transfer any interest in the contract, whether by assignment or otherwise, without the prior written consent of the DPMM.
- d. Payment for all equipment, supplies, and/or services required herein shall be made in arrears unless otherwise indicated in the RFP.
- e. The State of Missouri assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any unauthorized quantity is subject to the state's rejection and shall be returned at the contractor's expense.
- f. All invoices for equipment, supplies, and/or services purchased by the State of Missouri shall be subject to late payment charges as provided in section 34.055, RSMo.
- g. The State of Missouri reserves the right to purchase goods and services using the state purchasing card.

11. DELIVERY

Time is of the essence. Deliveries of equipment, supplies, and/or services must be made no later than the time stated in the contract or within a reasonable period of time, if a specific time is not stated.

12. INSPECTION AND ACCEPTANCE

- a. No equipment, supplies, and/or services received by an agency of the state pursuant to a contract shall be deemed accepted until the agency has had reasonable opportunity to inspect said equipment, supplies, and/or services.
- b. All equipment, supplies, and/or services which do not comply with the specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies, 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.
- c. The State of Missouri reserves the right to return any such rejected shipment at the contractor's expense for full credit or replacement and to specify a reasonable date by which replacements must be received.
- d. The State of Missouri's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies the state may have.

13. WARRANTY

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

14. CONFLICT OF INTEREST

- a. Officials and employees of the state agency, its governing body, or any other public officials of the State of Missouri must comply with sections 105.452 and 105.454, RSMo, regarding conflict of interest.
- b. The contractor hereby covenants that at the time of the submission of the proposal the contractor has no other contractual relationships which would create any actual or perceived conflict of interest. The contractor further agrees that during the term of the contract neither the contractor nor any of its employees shall acquire any other contractual relationships which create such a conflict.

15. REMEDIES AND RIGHTS

- a. No provision in the contract shall be construed, expressly or implied, as a waiver by the State of Missouri of any existing or future right and/or remedy available by law in the event of any claim by the State of Missouri of the contractor's default or breach of contract.
- b. The contractor agrees and understands that the contract shall constitute an assignment by the contractor to the State of Missouri of all rights, title and interest in and to all causes of action that the contractor may have under the antitrust laws of the United States or the State of Missouri for which causes of action have accrued or will accrue as the result of or in relation to the particular equipment, supplies, and/or services purchased or procured by the contractor in the fulfillment of the contract with the State of Missouri.

16. CANCELLATION OF CONTRACT

- a. In the event of material breach of the contractual obligations by the contractor, the DPMM may cancel the contract. At its sole discretion, the DPMM may give the contractor an opportunity to cure the breach or to explain how the breach will be cured. The actual cure must be completed within no more than 10 working days from notification, or at a minimum the contractor must provide DPMM within 10 working days from notification a written plan detailing how the contractor intends to cure the breach.
- b. If the contractor fails to cure the breach or if circumstances demand immediate action, the DPMM will issue a notice of cancellation terminating the contract immediately.
- c. If the DPMM cancels the contract for breach, the DPMM reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to the contract from other sources and upon such terms and in such manner as the DPMM deems appropriate and charge the contractor for any additional costs incurred thereby.
- d. The contractor understands and agrees that funds required to fund the contract must be appropriated by the General Assembly of the State of Missouri for each fiscal year included within the contract period. The contract shall not be binding upon the state for any period in which funds have not been appropriated, and the state shall not be liable for any costs associated with termination caused by lack of appropriations.

17. COMMUNICATIONS AND NOTICES

Any notice to the offeror/contractor shall be deemed sufficient when deposited in the United States mail postage prepaid, transmitted by facsimile, transmitted by e-mail or hand-carried and presented to an authorized employee of the offeror/contractor.

18. BANKRUPTCY OR INSOLVENCY

- a. Upon filing for any bankruptcy or insolvency proceeding by or against the contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the contractor must notify the DPMM immediately.
- b. Upon learning of any such actions, the DPMM reserves the right, at its sole discretion, to either cancel the contract or affirm the contract and hold the contractor responsible for damages.

19. INVENTIONS, PATENTS AND COPYRIGHTS

The contractor shall defend, protect, and hold harmless the State of Missouri, its officers, agents, and employees against all suits of law or in equity resulting from patent and copyright infringement concerning the contractor's performance or products produced under the terms of the contract.

20. NON-DISCRIMINATION AND AFFIRMATIVE ACTION

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 recipients of services or employees or applicants for employment on the basis of race, color, religion, national origin, sex, age, disability, or veteran status unless otherwise provided by law. If the contractor or subcontractor employs at least 50 persons, they shall have and maintain an affirmative action program which shall include:

- a. A written policy statement committing the organization to affirmative action and assigning management responsibilities and procedures for evaluation and dissemination;
- b. The identification of a person designated to handle affirmative action;
- c. The establishment of non-discriminatory selection standards, objective measures to analyze recruitment, an upward mobility system, a wage and salary structure, and standards applicable to layoff, recall, discharge, demotion, and discipline;
- d. The exclusion of discrimination from all collective bargaining agreements; and
- e. Performance of an internal audit of the reporting system to monitor execution and to provide for future planning.

If discrimination by a contractor is found to exist, the DPMM shall take appropriate enforcement action which may include, but not necessarily be limited to, cancellation of the contract, suspension, or debarment by the DPMM until corrective action by the contractor is made and ensured, and referral to the Attorney General's Office, whichever enforcement action may be deemed most appropriate.

21. AMERICANS WITH DISABILITIES ACT

In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall comply with all applicable requirements and provisions of the Americans with Disabilities Act (ADA).

22. FILING AND PAYMENT OF TAXES

The commissioner of administration and other agencies to which the state purchasing law applies shall not contract for goods or services with a vendor if the vendor or an affiliate of the vendor makes sales at retail of tangible personal property or for the purpose of storage, use, or consumption in this state but fails to collect and properly pay the tax as provided in chapter 144, RSMo. For the purposes of this section, "affiliate of the vendor" shall mean any person or entity that is controlled by or is under common control with the vendor, whether through stock ownership or otherwise. Therefore offeror's failure to maintain compliance with chapter 144, RSMo, may eliminate their proposal from consideration for award.

23. TITLES

Titles of paragraphs used herein are for the purpose of facilitating reference only and shall not be construed to infer a contractual construction of language.

Revised 01-20-10

Attachment 1
MDT Agency Expenditure Report Master Budget
FY 2011

Last Updated: 10/29/2010 4:52 PM

MISSOURI DIVISION OF TOURISM	
HOFFMAN LEWIS FY11 BUDGET	
	7,211,934
	Budget
MEDIA	
Television Total	1,206,116
Print	
Magazine	1,050,152
Madden Insert	28,549
Print Total	1,078,701
Radio	448,021
Online	1,234,408
Cultural - African American/Civil War	269,181
MEDIA TOTAL	4,236,427
CO-OP ADVERTISING MEDIA	
St. Louis	442,606
Lake of the Ozarks	130,761
Kansas City	446,567
	1,019,934
ADMINISTRATIVE COSTS	
Agency	1,190,400
ADMINISTRATIVE COSTS TOTAL	1,190,400
PRODUCTION	
Television	
Distribution of TV Dubs - DG Systems	19,000
Television Total	19,000
Print	
Color Proof Production & Distribution	8,000
Mechanicals	6,355
Print Total	14,355
Radio	
Distribution of Radio Dubs - DG Systems	9,000
Radio Total	9,000
Photography	30,000
Photography Total	30,000
Talent	
Television	88,592
Online	10,000
Radio	2,500
Talent Total	101,092
PRODUCTION TOTAL	173,447
INTERACTIVE DEVELOPMENT	
Web/Database Development	
Hosting - Xiolink - July 10 - June 11	45,600
Hoffman Lewis - Web Interface Development	90,000
INTERACTIVE DEVELOPMENT TOTAL	135,600
PUBLIC RELATIONS	
Out of State Travel	10,000
Media Tracking	3,000
Media Tours	15,000
Collateral Materials	6,500
MDT Online News Bureau	3,050
MO Broadcasters Directory	450
PUBLIC RELATIONS TOTAL	38,000
MDT PARTNERS	110,895
MDT PARTNERS TOTAL	110,895
GRAND TOTAL	6,904,703
BALANCE	307,230.93

Minimum Account Team Representatives				
Area of Expertise	Minimum # Full Time Equivalents	Minimum Level	Minimum Qualifications	Required Availability for State Agency
Account Service	One (1)	Senior-level	✓ Must have at least bachelor's degree and seven (7) years experience in advertising and marketing with at least three (3) years of such experience at the senior level.	✓ Must be one full time person who is dedicated to the state agency's account.
			✓ Must be able to make final binding decisions regarding the contract, and must have the express authority to speak on behalf of the contractor	✓ Assigned person must be available 8:00 a.m. to 6:00 p.m. Central Time, Monday through Friday.
			✓ Must work from an office within the State of Missouri.	In addition, either this person or the 2nd account service person must be available to the state agency seven (7) days a week, twenty-four (24) hours a day.
Creative Service	One-half (1/2)		✓ Must have a bachelor's degree and a minimum of three (3) years experience in advertising and marketing	✓ Must be one half time person who is dedicated to the state agency's account
			✓ Must work from an office within the State of Missouri.	✓ Assigned person must be available when the full time Account Service representative is not available between 8:00 a.m. to 6:00 p.m. Central Time, Monday through Friday.
Media	One (1)	Senior-level	✓ Must have a bachelor's degree and a minimum of three (3) years experience in advertising and marketing	✓ May be provided by more than one person
			✓ Must be able to make final binding decisions regarding creative services	✓ One of the assigned personnel must be available to the state agency from at least 8:00 a.m. to 6:00 p.m. Central Time, Monday through Friday
Public Relations	One (1)	Senior-level	✓ Must have a bachelor's degree and a minimum of three (3) years experience in advertising and marketing	✓ May be provided by more than one person
			✓ Must be able to make final binding decisions regarding media	✓ One of the assigned personnel must be available to the state agency from at least 8:00 a.m. to 6:00 p.m. Central Time, Monday through Friday
Financial	One (1)		✓ Must have a bachelor's degree and a minimum of three (3) years experience in public relations.	✓ Must be one full time person who is dedicated to the state agency's account
			✓ Must be able to perform the state agency billing/invoicing and must be able to answer any state agency billing/invoicing questions	✓ Assigned person must be available 8:00 a.m. to 6:00 p.m. Central Time, Monday through Friday

Minimum Account Team Representatives				
Area of Expertise	Minimum # Full Time Equivalents	Minimum Level	Minimum Qualifications	Required Availability for State Agency
Interactive	One and one-half (1 ½)	✓	Must have a bachelor's degree or certification and a minimum of three (3) years experience in interactive or multimedia design, including not limited to applications such as Adobe Suite and languages such as CSS, HTML and Javascript.	✓ May be composed of more than one person ✓ One of the assigned personnel must be available to the state agency from at least 8 a.m. to 6 p.m. central time, Monday through Friday
Total	Seven (7)			3 1/2 dedicated

Attachment 3
Project Estimate Approval Form

client _____

job name _____

estimate date _____

this estimate good until _____

description _____

estimate \$0.00

Additional Declarations

- Any functionality request beyond what is detailed in this scope document will be estimated as an additional cost.
- Upon beta launch of scoped functionality there will be two (2) rounds of revisions for content/layout. After that all content/layout revisions will be billed as maintenance at a rate of \$125 per hour.

*Above costs are based on a normal turnaround time upon receiving a signed approval form from client and do not include tax, contingency or shipping. If the specifications of the project are changed, a new estimate will be provided for approval. Once estimate is approved, 50% of the total estimate will be billed to client. The remaining balance will be billed once the project is concluded. If the project is cancelled before completion, all accrued charges to date will be billed. This estimate also does not include Reimbursables (long distance, copies, overnight shipping, etc) which will be billed separately at a net rate. In some cases, estimates may vary by +/- 10%.

client approval _____ date _____

agency approval _____ date _____

Attachment 4
Media Approval Form

Missouri Division of Tourism
FY 11 MEDIA RECOMMENDATION SUMMARY
Date Submitted:

Period Covered: Fall FY 11

RECOMMENDED MEDIA

MEDIA NAME	ISSUE DATE	AD UNITS	SPACE CLOSE	MATERIAL CLOSE	NET TOTAL	RATECARD	CIRCULATION	CPM	LEADS HISTORY	CPI	COMMENTS	CREATIVE RECOMMENDATION	MBT COMMENTS
TOTAL APPROVED SPEND:													

AUTHORIZED BY: _____

DATE: _____