



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

RFP NO.: B3Z11184

TITLE: Marketing/Advertising Services – MO State Fair

ISSUE DATE: 08/11/11

REQ NO.: NR 350 11361000010

BUYER: John Hall

PHONE NO.: (573) 522-1620

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

RETURN PROPOSAL NO LATER THAN: 09/06/11 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: Date of Award through October 31, 2012

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

Missouri Department of Agriculture
Missouri State Fair
2503 West 16th Street
Sedalia MO 65301

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 01/10/11). 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) ___ 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 for the provision of marketing/advertising services 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 - J
- 6) Terms and Conditions
- 7) Attachments 1 - 10 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.

- ✓ *Attachment 1 – General Marketing Plan*
- ✓ *Attachment 2 – Marketing Budget Overview*
- ✓ *Attachment 3 – Sponsor List*
- ✓ *Attachment 4 – Post Fair Evaluation Report*
- ✓ *Attachment 5 – Milestones*
- ✓ *Attachment 6 – Attendance*
- ✓ *Attachment 7 – Sample Magazine Advertisement*
- ✓ *Attachment 8 – Sample Billboard*
- ✓ *Attachment 9 – Sample Radio Advertisement (mp3 file)*
- ✓ *Attachment 10 – Sample Daily Guide*

1.2 Pre-Proposal Conference - A pre-proposal conference regarding this Request for Proposal will be held on August 22, 2011 at 1:00 p.m. in the conference room of the administrative offices located at 2503 West 16th Street, Sedalia, MO.

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 A previous contract has existed for the services being obtained via this RFP. A copy of the contract can 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>. In addition, all proposal and evaluation documentation leading to the award of that contract may also be viewed and printed from the Division of Purchasing and Materials Management's Awarded Bid & Contract Document Search System. Please reference the Bid number B3Z10029 or the contract number C310029001 when searching for these documents.
- 1.3.2 The Missouri State Fair, held annually for eleven days in August, has been in continuous operation since 1901, with the exception of 1943 and 1944 due to World War II. Established by an act of the Legislation in 1899, the fair has served to reflect the agricultural, economic, social, and cultural character of Missouri, not only during the fair but also throughout the year.
- 1.3.3 Agriculture is one of the largest industries in the state and the source of a large percentage of Missouri's economy. The state fair is, and always has been, an agricultural event. However, along with the outstanding livestock, agricultural, and horticultural exhibits, there are many industrial and other Missouri-produced commodity exhibits along with an entertainment program, which includes grandstand performances by popular stars of the time, competitive events, and a carnival midway.
- 1.3.4 The Missouri State Fair has a full-time employee whose sole responsibility is coordinating, planning, and implementing the marketing/advertising campaign for the Missouri State Fair in order to advise, invite, and motivate individuals, families, and groups to participate in and attend the Missouri State Fair. The employee's office is located in Sedalia. This employee's duties may include, but are not limited to, the following:
 - a. Directing the efforts and direction of the outside advertising/marketing agency contracted via this RFP.
 - b. Making direct placement of some paid advertising by the Missouri State Fair, as well as negotiating promotional trade-outs with the media.
 - c. Developing ideas for formulating the marketing/advertising campaign.
 - d. Securing sponsors of various events, and coordinating the promotions, which may result from such sponsorships.
 - e. Producing printed promotional literature.
 - f. Producing news releases and newsletters, as well as planning news conferences and other media-related events.
- 1.3.5 For additional information about the Missouri State Fair, the following materials will be available for review at the pre-proposal conference. After the pre-proposal conference, copies of some of the information will be available upon request and the remaining information will be available for review in the office of the Division of Purchasing and Materials Management. Contact John Hall by phone at (573) 522-1620, by fax at (573) 526-9816, or by email at john.hall@oa.mo.gov.

- a. Copies available:
 - 1) Brochures from the 2009 and 2010 Missouri State Fairs.
 - b. Available for review:
 - 1) Print materials from previous Missouri State Fairs including posters and pump toppers.
 - 2) Daily Guides from the 2010 Missouri State Fair (See Attachment 10).
 - c. Further information can be obtained from the Missouri State Fair's Internet website at: <http://www.mostatefair.com>. The website provides additional opportunity to familiarize the offeror with special events, promotions, entertainment, livestock shows, and other Missouri State Fair experiences.
- 1.3.6 The Missouri State Fair fiscal office indicates that approximately 3% of gate admissions redeem a coupon.
- 1.3.7 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 provide all services customarily performed by a modern, professional, full-service marketing/advertising agency, necessary for the creation, preparation, and placement of advertisements, and other promotional and image building activities for the Missouri State Fair which is part of the Department of Agriculture (hereinafter referred to as the “*state agency*”), in accordance with the provisions and requirements specified herein.
- a. The contractor shall develop and implement a written, detailed strategic marketing/advertising plan for the Missouri State Fair that includes a long-range goal(s), annual goal(s), and objectives, tactics, and timelines for:
 - 1) Advertising.
 - 2) Special events marketing.
 - 3) Media placement.
 - 4) Internet marketing.
 - 5) Promotions.
 - 6) Direct marketing.
 - 7) Fulfillment services.
 - 8) Any other area deemed appropriate by the state agency.
 - b. The contractor shall provide all services with a goal of increasing attendance and making the general public and specialized groups or markets aware of the enhancements and attributes of the Missouri State Fair.
- 2.1.2 The contractor must designate at least one (1) person to be the state agency account representative, serving as the liaison between the contractor and the state agency.
- a. Within fourteen (14) calendar days after the contract is awarded, the contractor’s authorized representative(s) shall travel to Sedalia, Missouri for planning meetings with the state agency on an ongoing basis. The state agency estimates that a minimum of one (1) monthly meeting will be required; however it is likely that more frequent meetings will be required, especially in the few months prior and during the Fair.
- 2.1.3 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. 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 Sedalia, 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 (\$200,000.00) using broadcast, e-marketing, outdoor, 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.

2.1.4 The contractor shall perform all services to the sole satisfaction of the state agency.

2.2 Marketing Campaign Development Requirements:

2.2.1 In accordance with the ideas, background information, and criteria provided by the state agency during an initial planning meeting(s) in Sedalia, along with the information contained in Attachments 1 and 2 to this document, the contractor shall prepare and submit a written detailed marketing/advertising plan (hereinafter referred to as the "*marketing campaign*") to the state agency for review and approval.

- a. Within thirty (30) calendar days after the state agency's request for the marketing campaign, the contractor shall submit the marketing campaign to the state agency.
- b. Because the needs of the state agency may change throughout the contract period, if requested by the state agency, the contractor shall develop and submit a new or revised marketing campaign at other times throughout the contract period.
- c. The contractor shall prepare and submit a new marketing campaign for each renewal period, if the contract is renewed for additional periods. The contractor shall prepare and submit all such marketing campaigns within the timeframe stipulated by the state agency.

2.2.2 The contractor shall design and develop a well-conceived marketing campaign based on the maximum budget amount specified by the state agency for performing the services. The state agency will specify the total budget that is available at the time all information and criteria is provided during the initial planning meetings. The contractor's marketing campaign shall include criteria designed to produce maximum effectiveness for each dollar spent, shall be comprehensive for the entire year, and shall include, but not be limited to, the following:

- a. A strategy to project a positive public image and to accomplish the objectives set forth.
- b. A detailed listing of ideas, including planned activities and projects designed to accomplish the state agency's objectives.
- c. Examples of creative concepts, creative justification, target audience definitions, media recommendations, and consistent image concepts.
- d. A time schedule and implementation plan of the activities/projects and operation of the marketing campaign. The written plan for implementation must include steps, criteria, and guidelines which shall be followed by the contractor in obtaining state agency approval for marketing campaign projects/activities.
- e. A **detailed and specific budget**, which includes a month-by-month cash outlay projection for all expenditures under the contract for all aspects of the campaign including productions, personnel, reimbursable expenses, etc. The contractor shall agree and understand that the total budget, including the total amount paid to the contractor for services, shall not exceed the total budgeted amount for the fair. Refer to the Invoicing and Payment Requirements stated herein for additional information.

- 2.2.3 The contractor's marketing campaign shall specify the level of effort needed by the contractor, the state agency, and other designated parties for successful completion. The contractor shall discuss and present preliminary outlines and basic concepts/approaches for the marketing campaign and shall obtain the state agency's approval prior to proceeding.
- 2.2.4 In the planning process for development of the marketing campaign, the contractor shall consider and include proposed strategies for involving the business community in promotional, marketing, and advertising efforts for the Missouri State Fair.
- 2.2.5 The contractor shall comply with the following when developing the marketing campaign:
- a. The contractor shall use images and messages that are at all times commensurate with the dignity of the State of Missouri.
 - b. The contractor shall use motivating marketing and advertising messages that:
 - 1) Clearly distinguish and immediately identify the Missouri State Fair from other entertainment venues.
 - 2) Clearly communicate the fact that the Missouri State Fair is a good value and a family friendly event.
 - c. If approved by the state agency, the contractor may integrate non-traditional media and high-tech marketing activities, such as Internet marketing/advertising, computer, and interactive media products (e.g. website enhancements, CD-ROM, etc.).
 - d. The contractor may be required to include promotions and attractive value-added programs secured as part of the state agency's sponsorship program.
- 2.2.6 The state agency shall have complete and total approval authority of the marketing campaign, budget, or any part thereof and shall have the expressed rights to modify, change, or delete all or any part of the plan at any time.

2.3 Marketing Campaign Implementation Requirements:

- 2.3.1 In accordance with the detailed marketing campaign developed per the above and approved by the state agency, the contractor shall implement, operate, and satisfy all requirements of the detailed marketing campaign. The contractor shall only perform activities specifically approved in the marketing campaign and requested by the state agency. The contractor's activities shall include, but not necessarily be limited to, designing, creating, developing, producing, placing, implementing, or otherwise providing the following:
- a. A complete media campaign and schedule that includes all creative development, including script development and production for a broadcast campaign that may include, but is not limited to:
 - 1) Television and radio ads.
 - 2) Electronic/internet and web based media campaign.
 - 3) Outdoor media campaign that includes, but is not limited to, billboards, truck back signage, and pump toppers.
 - 4) Print media campaign that includes, but is not limited to, print advertisements, brochures, posters, flyers, souvenir programs, and daily guides.
 - b. Promotional/collateral materials with a consistent image.
 - c. Marketing services.

- d. Public Relations, including editorial calendar with plans for leveraging media buys and negotiating bonus spots with the media.
- e. Cooperative advertising and promotional opportunities.
- f. Sales Promotions, including Special Events.
- g. Photography and video filming necessary or other technology for implementing the marketing campaign before and during the current fair.
- h. Professional Consultation Services, including but not limited to:
 - 1) Marketing, creative ideas, promotion, advertising, campaign planning, and media analysis for ticket trades and promotions.
 - 2) Development of creative promotional activities in which the fair can become involved to increase awareness of the fair and growth in attendance.
- i. Fulfillment services in conjunction with the state agency fulfillment program.
- j. All other detailed data including recommendations for target markets related to implementation of the campaign.
- k. If requested by the state agency, the contractor shall also provide website re-design/updates in accordance with the following.
 - 1) The contractor shall provide updates to the state agency's website (<http://www.mostatefair.com>) for the Missouri State Fair portion of the website, including but not limited to, schedule of events, registration information, and lists of awards and other results from the fair, including photos. In addition, the contractor shall provide updates to the year-round facilities and events portion of the website related to State Fairground events.
 - 2) The contractor must provide all proposed design changes on a proof site for the state agency's viewing and approval.
 - 3) The contractor shall design and add the new Missouri State Fair graphics and text to all appropriate pages.
 - 4) The state agency will provide all informational updates in electronic format, including but not limited to, Microsoft Excel and Microsoft Word files.
 - 5) The contractor shall post all changes approved by the state agency directly to the website and provide on-going maintenance.

2.3.2 The contractor shall cooperate and coordinate services with the state agency in order for a coordinated marketing and advertising message to be presented to the public. The contractor shall base all marketing campaign ideas and concepts with the coordinated input of appropriate state agency staff and state agency designees, including but not limited to, agencies involved in agriculture, special events personnel, and research organizations.

- a. Prior to developing and submitting any creative concepts to the state agency, the contractor must have a creative (brainstorming) meeting with the state agency and designees of the state agency to discuss concepts.
- b. Prior to final development, the contractor must submit all creative concepts to the state agency for approval in the form of rough layouts with typewritten copy or by electronic medium.
- c. After rough layout, design, and copy is approved by the state agency, the contractor shall prepare comprehensive layouts.

- d. However, the contractor shall not complete a project nor have it produced until the contractor receives final approval of copy and concepts from the state agency.
- e. If the state agency requires corrections or changes or requires the project to be redone at any phase in its creative development, the contractor must perform the required corrections and changes within the firm, fixed fee specified on the Pricing Page for Marketing/Advertising Campaign Services.
- f. If the state agency requires corrections or changes to an approved project that has been printed or produced, the state agency will assume financial responsibility for actual costs incurred to reprint or reproduce. However the contractor must perform the required corrections and changes within the firm, fixed fee specified on the Pricing Page for Marketing/Advertising Campaign Services.

2.3.3 The contractor shall prepare advertisements, presentation materials and collateral materials to include, but not be limited to, copy and layouts, type composition, collateral, engravings, finished artwork, photographs, photostats, mats, art assemblies, 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, power point, electronic design, etc. as required to meet all contract requirements.

- a. The contractor shall have access to the state agency's pool of digital and traditional photographs, slides, and B-roll for use in marketing materials.
- b. The contractor shall agree that from time to time, the creative and/or production work for marketing materials and/or the copy or creative concepts for marketing materials 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.

2.3.4 After authorization by the state agency, the contractor shall order space, time, or other advertising means and endeavor to secure the most advantageous rates available.

- 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 marketing agencies and as regarded as good practice. Even though the state agency approval has been received, the contractor shall be responsible for insuring that there are no typographical errors or omissions in the final advertisements or direct mail pieces.
- d. The contractor shall audit and verify accuracy of all invoices for space, time preparation, and promotional services which are submitted by the media or broadcasters.

- e. Documentation and Reporting: The contractor shall prepare and maintain the following media documentation and shall submit reports to the state agency as further explained in the Reporting 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 submit tear sheets, publishers' affidavit of publication or broadcast, and/or electronic equivalent (such as Novus) noted with the date of publication to the state agency.
 - 3) The contractor shall regularly evaluate media use and placement to ensure maximum effectiveness. If requested by the state agency, the contractor shall sub-contract with an outside professional research organization, as approved by the state agency, to conduct on-site research during the fair. The contractor shall provide a written summary evaluation to the state agency at the conclusion of the fair.

2.3.5 As deemed necessary by the state agency, the contractor shall develop specialty advertising items, collateral materials, video, multimedia and film presentations, and/or other promotional items as requested within the firm, fixed fee specified on the Pricing Page for Marketing/Advertising Campaign Services.

2.3.6 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 marketing campaign assignments including but not necessarily limited to the strategy of objectives, media schedules, budget allocations, etc. Any modifications to the marketing campaign including development of a new campaign shall be developed and implemented in accordance with the requirements specified herein and shall be submitted within a timeframe specified by the state agency.

2.3.7 Unless otherwise specified herein, the contractor shall furnish all material, labor, facilities, equipment, and supplies necessary to perform the services required herein within the firm, fixed fee specified on the Pricing Page for Marketing/Advertising Campaign Services.

2.4 Reporting Requirements:

2.4.1 The contractor shall submit the reports identified hereinafter to the state agency for review and approval. For each type of report, the contractor must obtain the prior written approval of the state agency on the format and design of the report prior to its first submission.

2.4.2 Monthly Reports:

- a. Progress Reports - The contractor shall submit a monthly progress report by the 15th day of each month which outlines the following:
 - 1) The specific accomplishments achieved (duties performed) during the monthly reporting period.
 - 2) The specific tasks/duties completed pursuant to the approved written marketing campaign and the completion dates of such tasks/duties.
 - 3) The specific tasks/duties and projected completion date(s) remaining to be completed pursuant to the provisions of the written marketing campaign.
- b. Meeting Summary Reports - The contractor shall submit a monthly meeting summary report(s) within one (1) week following each personal contact (i.e. planning meetings) between the contractor and the state agency. The report shall include a summary or minutes from each meeting which includes a list of the contractor's responsibilities as designated by the state agency in each meeting.

- c. Expenditure Reports - The contractor shall submit a monthly expenditure report by the 15th day of each month that details the status of the budget. The report shall include expenditures from the month, expenditures to date by project, and the remaining balance. Each expenditure must cross-reference a specific budget item included in the marketing campaign approved by the state agency.

2.4.3 Weekly Status Reports - The contractor shall submit weekly status reports during the implementation of the marketing campaign which include planned activities and projects and projected completion date(s) of all marketing/advertising services.

2.5 Financial Requirements:

2.5.1 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 its designees and the Missouri State Auditor in an acceptable format and at all reasonable times during the term of the contract, and for three (3) years 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 that arise from it. Failure to retain adequate documentation for any service billed may result in recovery of payments for services not adequately documented.

- b. The contractor shall permit governmental auditors and 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 which the contractor may ultimately be held entitled to receive as a result of any such legal action.

2.5.2 Contract Monitoring - The state agency reserves the right to monitor the contract throughout the effective period of the contract to ensure financial and contractual compliance. If the state agency determines the contractor to be at high-risk for non-compliance, the state agency shall have the right to impose special conditions or restrictions. Written notification will be provided to the contractor of the determination of high-risk and of any special conditions or restrictions to be imposed. The special conditions or restrictions may include, but not limited to, those conditions specified below:

- a. Requiring additional, more detailed financial reports or other documentation.
- b. Additional contract monitoring.
- c. Requiring the contractor to obtain technical or management assistance.
- d. Establishing additional prior approvals from the state agency.

2.6 Invoicing and Payment Requirements:

2.6.1 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>

2.6.2 The contractor shall submit invoices in amounts as stated below to the Marketing Director, Missouri State Fair, 2503 West 16th Street, Sedalia, MO 65301

- a. Marketing/Advertising Campaign Services - The contractor shall invoice the state agency for one-fifth (1/5) or twenty percent (20%) of the total amount due the contractor over five (5) continuous months through October 31st of each year.

- 1) The total amount due the contractor shall be calculated by using the appropriate firm, fixed fee, expressed as a percentage of the total budgeted amount for the marketing campaign **times** the total budgeted amount for the marketing campaign. The firm fixed price shall constitute the contractor's fee for all of, but not necessarily limited to the following:

- 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:

- | | |
|--|---|
| ➤ 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 administration of the integrated marketing program/advertising campaign including new media, web/interactive, e-blasts. | ➤ Trafficking (both agency and coop) |
| | ➤ Webinar creation |

- 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) The state agency shall specify, in writing, the total budgeted amount for the marketing campaign during the initial planning meetings, described previously. Therefore, the total budgeted amount shall be specified in the contractor's marketing campaign budget.
- 3) The contractor shall be paid monthly in five equal payments over the five month billing period for twenty percent (20%) of the total amount due the contractor for marketing/advertising services.

- b. Website Design, Revisions, Updates, and Maintenance –If website design, revisions, updates, and maintenance was requested by the state agency and provided by the contractor, the contractor shall invoice the state agency for one-sixth (1/6) of the total amount due the contractor over six (6) continuous months through June 30th of each year. The contractor shall be paid monthly in six equal payments over the six month billing period for one-sixth of the total amount due the contractor for website design, revisions, updates, and maintenance.

2.6.3 The contractor shall be reimbursed the actual cost of services performed by a subcontractor or outside source if the contractor specifically itemizes each amount in the marketing campaign budget and receives line item approval by the state agency. To receive line item approval by the state agency, the contractor must verify payment of the amount specified, that the proposed subcontractor is considered a subcontractor and not part of the contractor's organization, and that approval has been given for the service as part of the plan. The contractor must submit copies of actual invoices from the subcontractor or outside source to the state agency on a monthly basis in order to verify that the subcontracted/outside service has been performed and accepted. After receipt of such invoices, the state agency shall reimburse the contractor for the actual, approved amounts.

- a. Examples of the types of subcontracted services for which the contractor shall be reimbursed shall be as follows:
 - 1) The actual cost of advertising space and time.
 - 2) The actual production costs from an audio/video production company, other than the contractor.
 - 3) The actual printing/duplicating expenses from a printer or other outside source, other than the contractor.
 - 4) The actual cost of artwork if performed by a freelance artist not employed by, associated with, or on retainer with the contractor.

2.6.4 Other than the payments and reimbursements specified above, no other payments will be made to the contractor for any reason whatsoever.

2.6.5 For the original contract period, the state agency has approximately \$300,000.00 as the total budgeted amount for the marketing campaign for the 2012 Missouri State Fair. The \$300,000.00 does not include the budgeted amount for website revisions, updates and maintenance.

- a. The total budgeted amount is subject to appropriations made by the Missouri General Assembly and signed into law by the Governor. In addition, the total budgeted amount 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 for marketing/advertising for the Missouri State Fair. However, the contractor will be notified of the actual amount during the planning meetings.

2.7 Other Contractual Requirements:

2.7.1 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.

2.7.2 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 four (4) 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.

2.7.3 Renewal Periods - If the option for renewal is exercised by the Division of Purchasing and Materials Management, the percentages for the Marketing/Advertising Campaign Services shall be the same as during the original contract period. In addition, the contractor shall agree that the prices for Website Revisions, Updates, and Maintenance 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 for Website Revisions, Updates, and Maintenance 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 for Website Revisions, Updates, and Maintenance specified in the contract are not automatic. At the time of contract renewal, if the state determines funding does not permit the specified renewal percentage/pricing increase or even a portion thereof, the renewal percentage/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 percentage/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.

2.7.4 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. In the event of termination pursuant to this paragraph, the following shall apply:

- a. All documents, data, reports, supplies, equipment, and accomplishments prepared, furnished or completed by the contractor pursuant to the terms of the contract shall, at the option of the Division

of Purchasing and Materials Management, become the property of the State of Missouri. The contractor shall be entitled to receive just and equitable 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.

- b. As directed by the state agency, the contractor shall either cancel all open commitments previously made per the contract or (without entering any new commitments) shall continue with execution of such open commitments.
 - 1) If the open commitments are cancelled, the state agency shall pay all costs (including penalties) resulting from the cancellation.
 - 2) If such commitments continue to be executed, the contractor shall be entitled to be paid for the contractor's services pursuant to the requirements of the contract, as if such cancellation had not occurred.

2.7.5 Space/Time Cancellation: The state agency may, at any time, cancel any space or time previously authorized for publication or broadcast provided the publisher or other owner of said space or time would accept such cancellation without financial penalty. The state agency may also cancel any space or time previously authorized for which there is a cancellation policy, but such penalty shall be paid by the state agency.

2.7.6 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.
- 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 thirty (30) 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.

2.7.7 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.

- 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.

2.7.8 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.

2.7.9 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 have 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. Self-insurance coverage or another alternative risk financing mechanism may be utilized provided that such coverage is verifiable and irrevocably reliable and the State of Missouri is protected as an additional insured. In the event any insurance coverage is canceled, the state agency must be notified immediately.

2.7.10 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.

2.7.11 Substitution 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 key individual(s) and/or personnel qualifications identified in the proposal. Therefore, the contractor agrees that no substitution of such specific key individual(s) and/or personnel qualifications shall be made without the prior written approval of the state agency. The contractor further agrees that any substitution made pursuant to this paragraph must be equal or better than originally proposed and that the state agency's approval of a substitution shall not be construed as an acceptance of the substitution's performance potential. The State of Missouri agrees that an approval of a substitution will not be unreasonably withheld.

2.7.12 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.
- 2.7.13 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.
- 2.7.14 Coordination - 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.
- 2.7.15 Property of State - All documents, data, reports, supplies, equipment, and accomplishments prepared, furnished, or completed by the contractor pursuant to the terms of the contract shall become the property of the State of Missouri. Upon expiration, termination, or cancellation of the contract, said items shall become the property of the State of Missouri.
- 2.7.16 Property of State – The contractor shall agree and understand that all documents, data, reports, supplies, equipment, and accomplishments prepared, furnished, or completed by the contractor pursuant to the terms of the contract shall become the property of the State of Missouri. Upon expiration, termination, or cancellation of the contract, said items shall become the property of the State of Missouri, which shall include all rights and interests for present and future use or sale as deemed appropriate by the state agency.
- a. 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.
 - b. The contractor shall be responsible for obtaining copyrights and for registering all logos, website domains, commercials, etc. in the name of the State of Missouri as instructed and approved by the state agency. If approved as part of the marketing campaign budget, the contractor shall be reimbursed the actual cost paid for obtaining any copyright and registration fee for a logo.
 - c. The contractor shall defend, indemnify and hold harmless the State of Missouri, including its officers, agents, employees and assigns, in all suits of law or in equity alleging patent, trademark or copyright infringement, defamation (libel and/or slander), violation of privacy rights, violation of the right of publicity, misappropriation of trade secrets or unfair competition concerning or arising from the contractor's performance or products produced under the terms of the contract.
 - d. 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.

2.7.17 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.

2.7.18 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 available on the Division of Purchasing and Materials Management's website at <http://oa.mo.gov/purch/vendor.html> or another affidavit 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 three (3) 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 573-526-9816.

- 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. The contract shall be awarded to the lowest and best proposal.
 - a. Cost.....80 points
 - b. Experience and Reliability.....50 points
 - c. Expertise of Personnel, Resources, and Creative Ability40 points
 - d. Method of Performance and Creative Approach20 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 Pricing – The offeror must provide pricing as required on the Pricing Page.

3.4.2 The objective evaluation of cost shall be based upon the sum of the following for the original contract period and each renewal option period:

- a. A weighted total of the firm, fixed percentages stated on the Pricing Page for Marketing/Advertising Campaign Services multiplied by the maximum budget amount in each budget category. Line items 001, 002, and 003 shall be weighed at 10% each and line items 004 and 005 shall be weighed at 35% each.
- b. The total price for Website Revisions, Updates, and Maintenance (line item 006).
- c. Cost evaluation points shall be determined from the result of the calculation stated above using the following formula:

$$\frac{\text{Lowest Responsive Offeror's Price}}{\text{Compared Offeror's Price}} \times \frac{\text{Maximum Cost Evaluation points (80)}}{1} = \text{Assigned Cost Points}$$

- d. The offeror shall agree and understand that the quantities/weighting 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/weighting 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, Reliability, and Stability – Experience, reliability, and stability 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. If the offeror is proposing an entity other than the offeror to perform the required services, the offeror should also submit the information requested for such proposed subcontractor.

3.5.1 Reference Information - The offeror should provide information about previous clients and advertising/marketing campaigns performed for such clients, especially related to the services required herein (such as agriculture-related and/or special events marketing in an agriculture and tourism field).

- a. Exhibit A is provided for use in providing reference information regarding past/current clients. 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.
- b. Past Campaigns –The offeror should present any of, but not be limited to the following information related to past campaigns. The offeror should describe in narrative form, why that campaign was presented as an example.
 - 1) Marketing Success - The offeror should document previous marketing successes for other clients and should describe how such successes were measured.
 - 2) Creative Ability - The offeror should demonstrate its creative capabilities by providing information about the offeror's best marketing campaigns.
 - 3) Samples – The offeror is strongly encouraged to submit samples demonstrating any or all of the current/past marketing campaigns described above in order to demonstrate the style, creativity, and overall past performance of the personnel proposed by the offeror who worked on those campaigns. Any such samples submitted shall be at the offeror's expense by the offeror's organization.

3.5.2 Qualifications of Offeror's Organization – The offeror should provide additional information about the offeror's organization including the information requested on Exhibit B.

- 3.5.3 Financial Stability - In order to determine the offeror's past performances regarding prompt payment of invoices and other obligations, the offeror should submit, with their proposal, an Aged Account Payable Report which demonstrates prompt payments.

3.6 Evaluation of Offeror's Personnel Expertise, Resources, and Creative Ability: The qualifications, resources and creative ability 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 provide information on Exhibit C about personnel who will work on or be assigned to the state agency account.

3.6.1 Expertise:

- a. The offeror should include detailed information about the experience and qualifications, including education, training, and previous account experience of proposed personnel, including the following information:
 - 1) Expertise, knowledge, and past advertising/marketing experience in the agricultural industry.
 - 2) Expertise, knowledge, and past advertising/marketing experience in special event marketing.
 - 3) Expertise, knowledge, and past advertising/marketing experience marketing campaign development.
 - 4) Expertise, knowledge, and past experience in website design.
- b. The offeror should provide a description of each personnel's duties per the contract. 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.

3.6.2 Resources - The offeror should submit detailed information related to the total staff resources that the offeror will have available for the state agency. The offeror should summarize key information about the qualifications of each staff person.

- a. The offeror should provide an organizational chart showing the staffing and lines of authority for the key personnel to be used. The relationship of the account service representative to creative, to public relations to management and to support personnel should be clearly illustrated.

3.6.3 Past Campaigns – The work performed by the personnel proposed by the offeror related to past campaigns will be considered in the evaluation. For each example of a past campaign submitted, the offeror needs to identify the personnel responsible for the service being referenced and should cross-reference that service with how the person is proposed for the state agency campaign. Such examples should demonstrate the style, creativity, and overall past performance of the personnel proposed by the offeror who worked on those campaigns.

3.7 Evaluation of Method of Performance and Creative Approach: 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. However, the offeror shall agree and understand that the proposed creative approach and/or the proposed budget are only considered a proposal and are subject to approval and/or change by the state agency. Acceptance and award of the proposal shall not constitute approval of the offeror's proposed creative approach and/or proposed budget. The offeror should be prepared to provide entirely new creative work, pursuant to the contract, if desired by the state agency.

- 3.7.1 Description of Proposed Services - The offeror should submit a detailed work plan that includes a step-by-step plan of action for all services proposed including specific tasks that will be performed, personnel who will perform each task, a detailed timeline for completion of the specified tasks, and a list of deliverables that will be provided. In submitting the detailed work plan, the offeror should respond to the provisions in the Contractual Requirements by (1) identifying each specific paragraph and subparagraph of the Contractual Requirements by paragraph number, (2) then writing a description of how, when, by whom, with what, to what degree, why, where, etc., the requirement will be satisfied and otherwise detailing the offeror's understanding of the requirements and ability and methodology to successfully perform.
- 3.7.2 Strategic Marketing Campaign – With the written proposal, the offeror should submit a proposed marketing campaign that demonstrates how the offeror proposes to meet the objectives of the state agency.
- The offeror should present a proposed marketing/advertising plan in rough conceptual form.
 - The offeror should define his/her recommendation for the image or personality the state agency should present along with his/her rationale for the recommendation.
 - The offeror should recommend a media mix and scheduling strategy 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.
 - The offeror should describe any special services that he/she proposes or is able to provide that may be of special interest to the state agency.
- 3.7.3 Research - The offeror should provide any recommendations regarding research and how the offeror incorporates research results into strategies for marketing/advertising. The offeror should provide detailed information about the proposed subcontractor which will be utilized to conduct on-site research at the fair, including personnel qualifications in the area of survey research.
- 3.7.4 Economic Advantage to Missouri - The offeror should address 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.
- 3.7.5 Budget - The offeror should submit a detailed budget matrix which should reflect the offerors proposed plans for performing the required services of this RFP utilizing a total budgeted amount of \$300,000.00.
- The budget matrix should clearly outline, identify, and describe any of the activities and estimated budget for each activity proposed to be included in the offeror's marketing campaign.
 - The offeror may use Exhibit D, or any other similar form to complete and describe the offerors proposed budget.
- 3.7.6 The offeror should also provide a sequential step-by-step description of the tasks or events that are proposed to accomplish the requirements of the RFP and the number of work hours required to perform the task or event. In addition, the offeror should specify the personnel proposed to perform each task and the number of work hours each person will be working on that particular event.

- a. Exhibit E, Schedule of Events, may be helpful in presenting such data and should be used by the offeror. In the event of overlapping or concurrent tasks, the use of a graphic chart (PERT, bar, line, etc.) is recommended.

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" by the proposal opening date (date the proposal is due). (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 F, 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 G, 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 and (2) 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).

NOTE: If the offeror submitting the proposal is a qualified MBE and/or WBE, the offeror is not required to complete Exhibit G, Documentation of Intent to Participate Form or provide a recently dated letter of intent.

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 F, Participation Commitment, 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 following conditions must be met and the following evidence must be provided:

- 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) If the offeror is proposing participation by an organization for the blind or sheltered workshop, in order to receive evaluation consideration for participation by the organization for the blind or sheltered workshop, the offeror must provide the following information with the proposal:
 - Participation Commitment - The offeror must complete Exhibit F, Participation Commitment, by identifying the organization for the blind or sheltered workshop 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 G, 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 and (2) should include evidence of the organization for the blind/sheltered workshop qualifications (e.g. copy of certificate or Certificate Number for Missouri Sheltered Workshop).

NOTE: If the offeror submitting the proposal is an organization for the blind or sheltered workshop, the offeror is not required to complete Exhibit G, Documentation of Intent to Participate Form or provide a recently dated letter of intent.

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 F, Participation Commitment, 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 H, Missouri Service-Disabled Veteran Business Preference with the proposal. If the proposal does not include the completed Exhibit H and the documentation specified on Exhibit H 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 I, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization. The applicable portions of Exhibit I must be submitted prior to an award of a contract.

3.9.4 The offeror should complete and submit Exhibit J, 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

(commodity code: 91801)

- 4.1 Marketing/Advertising Campaign Services - Percentage Fee** - The offeror shall state a firm, fixed fee, expressed as a percentage of the total budgeted amount for marketing/advertising services provided for the original contract period and each potential renewal period, for each of the five total annual budget ranges provided in the table below. The firm, fixed fee shall be the offeror's total amount due for providing services in accordance with the provisions and requirements of this RFP.

Line	If the Total Budgeted Amount is:	The Firm, Fixed Fee
001	\$135,000.00 - \$165,000.00	_____ %
002	>\$165,000.00 - \$185,000.00	_____ %
003	>\$185,000.00 - \$225,000.00	_____ %
004	>\$225,000.00 - \$255,000.00	_____ %
005	>\$255,000.00 - \$500,000.00	_____ %

- 4.2 Website, Revisions, Updates, and Maintenance - Total Price** - The offeror shall state a firm, fixed total price for the original contract period and a maximum price for each potential renewal period for providing revisions, updates, and maintenance to the state agency website, in accordance with the provisions and requirements of this RFP. All costs associated with providing the required services shall be included in the stated price(s).

Website, Revisions, Updates, and Maintenance:	Line Item 006
Original Contract Period <i>(Firm, fixed price)</i>	\$_____ total
First Renewal Period <i>(Maximum price)</i>	\$_____ total
Second Renewal Period <i>(Maximum price)</i>	\$_____ total
Third Renewal Period <i>(Maximum price)</i>	\$_____ total
Fourth Renewal Period <i>(Maximum price)</i>	\$_____ total

EXHIBIT A**PRIOR EXPERIENCE OF OFFEROR**

The offeror should copy and complete this form for each reference being submitted as demonstration of the offeror and subcontractor's 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/Subcontractor Name:	
Reference Information (Prior Services Performed For:)	
Name and Address of Reference Company/Client (Company for whom offeror performs service):	
Reference Contact Person Name. Phone # and E-mail address:	
Title of Service Being Performed:	
Size of Account (Dollars)	
Dates of Services:	
Annual Dollar Value of Services (amount paid to offeror)	
Size of contract (in terms of % of offeror's total amount of similar contracts)	
Description of services performed by offeror ✓ Requirements ✓ Services Performed by Offeror ✓ How services done	
Key Personnel Assigned to Contract	
Account Service	
Creative	
Media	
Art	
Web	
Other	
Other	
Results: Describe success of marketing Actual measured performance. Describe	

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 B**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. Identify the total number of years as a full service advertising/marketing agency
- b. Describe the nature of the offeror's business, type of services performed, etc. Identify the offeror's website address, if any.
- c. Provide a list of and a short summary of information regarding the offeror's current contracts/clients that are of similar size and scope to the services required in the RFP.
- d. List, identify, and provide reasons for each contract/client gained and lost in the past 2 years.
- e. Describe the structure of the organization including any board of directors, partners, top departmental management, corporate organization, corporate trade affiliations, any parent/subsidiary affiliations with other firms, etc.
- f. Provide a list summarizing any pending or final legal proceedings involving you or your company that took place in any court of law, administrative tribunal or alternative dispute resolution process that was filed, settled or gone to final judgment within the last three (3) years. The summary need not disclose confidential information of a disputed allegation of fact or law, but must contain the allegations made and/or contested or findings of the court of law, tribunal or dispute resolution process. Failure to provide a full and accurate summary of legal proceedings may result in rejection of the proposal or termination of any subsequent contract.
- g. Document the offeror's financial solvency in a manner that is acceptable for public review. Audited financial statements for the last year will provide such documentation; however, the statements will become public information. If the offeror is a subsidiary, also provide the documentation for the parent company.

EXHIBIT C
PERSONNEL INFORMATION
 (Copy table and complete for personnel proposed.
 May also attach resumes for key personnel)

<u>ACCOUNT SERVICE PERSONNEL</u>	
Title/Classification of Person: _____ (copy and complete for any additional personnel classification/title)	
Name of Person:	
Position Description for this Project:	
Describe the person's planned duties/role proposed herein	
Educational Degree (s): include college or university, major, and dates	
# of years experience in account service	
List Past Accounts/Clients where served in Account Service roll	
# of years employed with offeror	
Previous employer(s), dates	
Identify (describe) specific information about experience in the following:	Clearly identify the experience, provide dates, describe the person's role and extent of involvement in the experience
Agricultural Industry	
Special Event Marketing	
Tourism Industry	
Marketing Campaign Development	

(Copy table and complete for personnel proposed. May also attach resumes for key personnel)

<u>CREATIVE PERSONNEL</u>	
Title/Classification of Person: _____ (copy and complete for any additional personnel classification/title)	
Name of Person:	
Position Description for this Project:	
Describe the person's planned duties/role proposed herein	
Educational Degree (s): include college or university, major, and dates	
# of years experience in creative area	
List Past Accounts/Clients where served in creative department	
# of years employed with offeror	
Previous employer(s), dates	
Identify (describe) specific information about experience in the following:	Clearly identify the experience, provide dates, describe the person's role and extent of involvement in the experience
Agricultural Industry	
Special Event Marketing	
Tourism Industry	
Marketing Campaign Development	
Web Site Design	

(Copy table and complete for personnel proposed. May also attach resumes for key personnel)

<u>MEDIA PERSONNEL</u>	
Title/Classification of Person: _____ (copy and complete for any additional personnel classification/title)	
Name of Person:	
Position Description for this Project:	
Describe the person's planned duties/role proposed herein	
Educational Degree (s): include college or university, major, and dates	
# of years experience in media selection and buying	
List Past Accounts/Clients where served in media department	
# of years employed with offeror	
Previous employer(s), dates	
Identify (describe) specific information about experience in the following:	Clearly identify the experience, provide dates, describe the person's role and extent of involvement in the experience
Agricultural Industry	
Special Event Marketing	
Tourism Industry	

(Copy table and complete for personnel proposed. May also attach resumes for key personnel)

<u>ART PERSONNEL</u>	
Title/Classification of Person: _____ (copy and complete for any additional personnel classification/title)	
Name of Person:	
Position Description for this Project:	
Describe the person's planned duties/role proposed herein	
Educational Degree (s): include college or university, major, and dates	
# of years experience in art departments	
List Past Accounts/Clients where served in art department	
# of years employed with offeror	
Previous employer(s), dates	
Identify (describe) specific information about experience in the following:	Clearly identify the experience, provide dates, describe the person's role and extent of involvement in the experience
Agricultural Industry	
Special Event Marketing	
Tourism Industry	
Marketing Campaign Development	
Web Site Design	

(Copy table and complete for personnel proposed. May also attach resumes for key personnel)

WEB PERSONNEL	
Title/Classification of Person: _____ (copy and complete for any additional personnel classification/title)	
Name of Person:	
Position Description for this Project:	
Describe the person's planned duties/role proposed herein	
Educational Degree (s): include college or university, major, and dates	
# of years experience in web design	
List Past Accounts/Clients where served in web design department	
# of years employed with offeror	
Previous employer(s), dates	
Identify (describe) specific information about experience in the following:	Clearly identify the experience, provide dates, describe the person's role and extent of involvement in the experience
Agricultural Industry	
Special Event Marketing	
Tourism Industry	
Marketing Campaign Development	
Web Design	

(Copy table and complete for personnel proposed. May also attach resumes for key personnel)

OTHER PERSONNEL	
Title/Classification of Person: _____ (copy and complete for any additional personnel classification/title)	
Name of Person:	
Position Description for this Project:	
Describe the person's planned duties/role proposed herein	
Educational Degree (s): include college or university, major, and dates	
# of years experience in area proposed for service	
List Past Accounts/Clients where served in area proposed for service	
# of years employed with offeror	
Previous employer(s), dates	
Identify (describe) specific information about experience in the following:	Clearly identify the experience, provide dates, describe the person's role and extent of involvement in the experience
Agricultural Industry	
Special Event Marketing	
Tourism Industry	
Marketing Campaign Development	
Web Design	

EXHIBIT D**PROPOSED BUDGET/PERFORMANCE PLAN**

Budget Category	Estimated Annual Budget Amount	Description of Performance Plans (Actual Activities Proposed)
1. Offeror's Firm, Fixed Annual Fee	\$ _____ (offeror's stated % for a \$300,000 budget, multiplied by \$300,000)	The offeror should itemize the number of personnel hours by individual with corresponding hourly rates as well as itemize all overhead expenditures. <u>Personnel</u> <u>Est. annual hours</u> <u>Hourly Rate</u> 1. 2. 3. 4. 5. 6. 7. 8. 9. 10. <u>Overhead</u> Equipment, Materials, and Supplies(List): Travel Expenses (List): Other(List):
2. Television Marketing/Advertising	Production \$ _____ Media Cost \$ _____	
3. Radio Marketing/Advertising	Production \$ _____ Media Cost \$ _____	
4. Print Marketing/Advertising	Production \$ _____ Media Cost \$ _____	

Budget Category	Estimated Annual Budget Amount	Description of Performance Plans (Actual Activities Proposed)
5. Outdoor Marketing/Advertising	Production \$ _____ Media Cost \$ _____	
6. Collateral Materials		
7. Other Miscellaneous Costs		
TOTAL	\$300,000.00	

EXHIBIT E

SCHEDULE OF EVENTS

Schedule of Events - The offeror should briefly and sequentially describe the tasks or events and time line proposed to accomplish the requirements as well as the personnel proposed to perform each task and the number of work hours for each person.

"Completion Day" should be specified as a certain number of days from date of contract award until completion of the specific task and should be expressed as calendar days, not specific dates.

"Assigned Personnel" should be identified by name rather than project title unless such personnel are yet to be hired.

"Workhours" should indicate that time each assigned person will spend on the specific task.

[illegible]

EXHIBIT F
PARTICIPATION COMMITMENT

Minority Business Enterprise/Women Business Enterprise (MBE/WBE) and/or Organization for the Blind/Sheltered Workshop Participation Commitment – If the offeror is committing to participation by or if the offeror is a qualified MBE/WBE and/or organization for the blind/sheltered workshop, 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.

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) divide the participation between both MBE and WBE. If dividing the participation, do not state the total participation on both the MBE and WBE Participation Commitment tables below. Instead, **divide** the total participation as proportionately appropriate between the tables below.

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

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

Organization for the Blind/Sheltered Workshop Commitment Table	
By completing this table, the offeror commits to the use of the organization at the greater of \$5,000 or 2% of the actual total dollar value of contract.	
(The services performed or the products provided by the listed Organization for the Blind/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.)	
Name of Organization for the Blind or Sheltered Workshop Proposed	Description of Products/Services to be Provided by Listed Organization for the Blind/Sheltered Workshop
1.	
2.	

EXHIBIT G**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)

Certification Expiration Date: _____

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

Authorized Signature:

Authorized Signature of Participating Organization

Date

EXHIBIT H
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 I
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/files/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 I, 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/files/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 listing the offeror's name and company ID 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 I, 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 I, 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 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*

Business Entity Name

Date

E-Mail Address

E-Verify MOU Company ID Number

FOR STATE OF MISSOURI USE ONLY

Documentation Verification Completed By:

Buyer

Date

EXHIBIT J**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.moolb.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. If it is determined the DPMM improperly cancelled the contract, such cancellation shall be deemed a termination for convenience in accordance with the contract.
- 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.

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