

THE UNIVERSITY OF NORTHERN IOWA CEDAR FALLS, IA

Request for Proposal #Q8632 Marketing and Advertising for UNI Athletics

**Purchasing Services – Office of Business Operations
University of Northern Iowa
103 Gilchrist Hall
Cedar Falls, IA 50614-0008
Email: jon.westhoff@uni.edu**

RFP No. Q8632
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Please note: an electronic version of this Request for Proposal can be downloaded from:
http://www.vpaf.uni.edu/obo/purchasing/rfq_display.shtm

SCHEDULE OF ACTIVITIES:	TIMELINE (All times are in local Iowa time)
RFP Posted	January 9, 2009
Written Inquiry Deadline	January 20, 2009 at 3:00PM
Responses to Written Inquiries Published	As soon after January 20, 2009 as possible
Proposal Submission Deadline	January 28, 2009 at 3:00 PM
Presentations (if needed)	Tentatively anticipated to be sometime during the Week of February 2, 2009

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Section I

Proposal Instructions and Conditions

1.1 General

The University of Northern Iowa (also referred to as “University” or “UNI”) is interested in acquiring the services of a reputable and proven firm to provide marketing and advertising for the University of Northern Iowa’s Athletic Department.

1.2 Description of the University of Northern Iowa

The University of Northern Iowa, located in Cedar Falls, was founded in 1876. Today, the campus covers 915 acres and consists of six colleges: Business Administration, Education, Humanities and Fine Arts, Natural Sciences, Social and Behavioral Sciences, and Graduate College. Approximately 12,490 undergraduate and graduate students are currently enrolled. The fiscal year 2009 budget of the University of Northern Iowa is \$279 million.

1.3 University Representative

All questions and comments in reference to this Request for Proposal must be directed to:

Jon Westhoff
Purchasing Agent
103 Gilchrist Hall
University of Northern Iowa
Cedar Falls, Iowa 50614-0008
Telephone (319)273-6246
jon.westhoff@uni.edu

1.4 Each Vendor, by submitting a proposal, acknowledges its representatives have:

1.4.1 Read and completely understood the proposed Contract Documents contained in this RFP. The Contract Documents shall consist of this RFP (Proposal Instructions and Conditions, Terms and Conditions of the Contract, Scope of Work, Form of Proposal, and all attachments); any subsequent Addenda issued by UNI, Bidders response to this RFP, and any contractual agreement that may result from this RFP.

1.4.2 Based their proposal upon the requirements described in the proposed Contract Documents.

1.5 Receipt and Opening of Proposals

1.5.1 Proposals are to be submitted in an envelope, box, or package labeled “RFP Q8632: Marketing & Advertising for UNI Athletics”. **Proposals must be received by Purchasing Services in the Office of Business Operations, 103 Gilchrist Hall, Cedar Falls, Iowa 50614-0008, by 3:00 P.M., CST, on January 28, 2009.** Any proposal received after the time specified for the receipt of proposals may not be considered and may be returned unopened to the sender as non-responsive.

One (1) original and one (1) copy of the proposal are to be submitted to Purchasing Services in response to this RFP.

- 1.5.2 UNI reserves the right to accept or reject any or all proposals and to waive any irregularities, technicalities, or informalities in proposals if such waiver does not substantially change the offer or provide an unfair competitive advantage to any Company. UNI reserves the right to request additional documents or proposal clarifications after the due date and time for proposal submission.
- 1.5.3 No proposals submitted by use of oral, telephonic, telegraphic, or facsimile methods, nor any modifications to previously submitted proposals made by any of these methods, will be considered. If a proposal is sent by mail, Company should make allowance for the time required for such transmission.
- 1.5.4 Company's legally authorized representative (Officer of Company) shall sign the proposal. The official name, address, telephone, and fax number and e-mail addresses are to be stated on the proposal form.
- 1.5.5 No responsibility will be attached to any person for premature opening of a proposal not properly identified.
- 1.5.6 The laws of the State of Iowa require the contents of all proposals be placed in the public domain and be open to inspection by interested parties. Proposals will be available for public viewing after a contract has been finalized with the awarded Company. Trade secrets or proprietary information that are recognized as such and are protected by law may be withheld, if clearly identified as such in the proposal. Proposals marked entirely confidential or proprietary may be rejected. Pricing information, management fees, financial arrangements, and other offers cannot be considered proprietary information.

Failure to list all proprietary sections of the submitted proposal in the space provided on the Form of Proposal, shall relieve UNI personnel from any responsibility, should such information be viewed by the public, a competitor, or be in any way released.

- 1.5.7 All opened proposals become the property of UNI and will not be returned to the proposer.

1.6 Prerogatives of the University

This solicitation does not commit the University to award a contract or to pay any costs incurred in the preparation of a proposal and submission of proposals, costs incurred in making necessary studies for the preparation of proposals, or any travel or personnel expenses associated with trips to UNI. The University reserves the right to accept or reject any or all proposals received; to negotiate with any qualified respondent or respondents; or to cancel, in part or in its entirety, this RFP.

1.7 Addenda

Any and all interpretations, corrections, revisions, and amendments shall be issued by UNI Purchasing Services to all known holders of proposed Contract Documents in the form of written addenda. Except for addenda modifying the proposal due date or canceling the Request for Proposal, such addenda shall be issued so as to be received at least three (3) days prior to the time set for receipt of proposals. All addenda so issued shall become part of the Contract Documents and shall be acknowledged in the Form of Proposal.

1.8 Qualification of Company

- 1.8.1 UNI shall make such investigations as deemed necessary to determine the ability of Company to provide the expected services.
- 1.8.2 UNI reserves the right to reject any proposal if the evidence submitted by, or investigation of, such Company fails to satisfy UNI that said Company is properly qualified to carry out the obligations specified herein.
- 1.8.3 UNI reserves the right to award based on the proposal(s) determined to be in its best interest.

1.9 Firm Selection

Selection of a Firm will be done through an evaluation of responses to this RFP No. Q8632. A committee will complete the evaluation, considering written responses to the RFP and any subsequent clarifications requested by UNI's evaluation team in selecting the Company it wishes to retain as its Firm. UNI and the selected Firm may enter into negotiations to reach a mutually acceptable agreement. Should UNI and the Company be unable to negotiate a mutually acceptable agreement in a timely manner, UNI reserves the right to select another Firm and enter into negotiations with that Company.

1.10 Exceptions to Contract Documents

Company shall clearly state in the submitted proposal any exceptions to, or deviations from, the Scope of Work of Section III, and any exceptions to the provisions, terms, and conditions of this RFP included in Section I and Terms and Conditions of the Contract in Section II. Such exceptions or deviations will be considered in evaluating the proposals. Any exceptions should be noted on Attachment A and returned with the submitted proposal. Companies are cautioned that exceptions taken to this RFP may cause their proposal to be rejected at the sole discretion of UNI. Exceptions not stated on Attachment A will have no effect.

1.11 Preference Laws

UNI will give preference to purchasing from Iowa based businesses if the proposals submitted are comparable in pricing and their ability to meet all other evaluation criteria, when compared with proposals submitted by other Companies.

1.12 Gratuities

The laws of the State of Iowa provide that it is a criminal offense to offer, promise, or give anything of value or benefit to a state employee with the intent to influence that employee's acts, opinion, judgment or exercise of discretion with respect to that employee's duties.

1.13 Proposal Evaluation

All proposals submitted in response to this RFP will be reviewed for responsiveness by the purchasing agent prior to referral to the evaluation committee. A committee will then evaluate all responsive proposals in accordance with the criteria described below.

The contract will be awarded to the vendor whose overall offer is deemed to be the most

advantageous to the University as determined by the evaluation committee. In preparing responses, offerors should describe in great detail how they propose to meet the specifications detailed in this RFP.

The Evaluation Criteria utilized for this Request for Proposal will be based upon, but not limited to, the following criteria which are listed in no particular order:

- 1.13.1 Cost of services
- 1.13.2 Ability to meet project timetables
- 1.13.3 Experience and Capability of the firm
- 1.13.4 Work Samples
- 1.13.5 Process

1.14 Issuing Office

The Purchasing Agent listed herein is to be the **SOLE** point of contact concerning this RFP. Offerors shall not directly contact other personnel regarding matters concerning this RFP or to arrange meetings related to such.

1.15 Inquiries

Prospective offerors may make written inquiries by mail, e-mail or fax before the written deadline concerning this RFP to obtain clarification of requirements. No inquiries will be accepted after the deadline. Responses to inquiries will be posted as addenda to the University's Purchasing Webpage in a timely matter.

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Section II

Terms and Conditions of the Contract

The following terms and conditions will apply to any contractual agreement awarded as a result of this RFP.

2.0 Terms

2.0.1 The University

The University is the University of Northern Iowa. The term University means the University or the University's authorized representative. The University may be referred to as "University" or "UNI".

2.0.2 The Company

The Company is the person or organization to which the University will issue a contractual agreement, when/if award of this Request for Proposal is made. The term Company means the Company or the Company's authorized representative.

2.0.3 The Work

The Work comprises the services and expenses required by the Contract Documents to carry out the contract.

2.0.4 The Agreement

The Agreement refers to the contractual agreement between UNI and the awarded Company, detailed in the contract documents and signed by both parties, and incorporating the RFP and Company's response by reference. The agreement may be referred to as "Contract" or "Agreement".

2.0.5 Contract Documents

The Contract Documents shall consist of this RFP (Proposal Instructions and Conditions, Terms and Conditions of the Contract, Scope of Work, Proposal Content, Form of Proposal, and all attachments), any subsequent Addenda Issued by UNI, Bidders response to this RFP, and any contractual agreement that results from this RFP.

2.1 Non-appropriation of Funds

Notwithstanding other provisions of any award resulting from this RFP, if funds anticipated for the fulfillment of this agreement are at any time not forthcoming or insufficient, either through the failure of the Iowa Legislature or the federal government to provide funds or the program under which funds were provided is altered, then UNI shall have the right to terminate this agreement without penalty by giving not less than thirty (30) days written notice documenting the lack of funding or program change.

2.2 Immunity from Liability

Every person who is a party to this Agreement is hereby notified and agrees that UNI, and its agents, successors, and assigns are immune from liability and suit for or from Company's activities involving third parties and arising from this Agreement.

2.3 Indemnification

2.3.1 To the fullest extent permitted by law, Company shall defend, indemnify, and hold harmless UNI, its agents, successors, and assigns, the Board of Regents, State of Iowa, and the State of Iowa from and against all claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from the performance and compliance with the terms and obligations of the Agreement, provided that any such claim, damage, loss, or expense (1) is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting there from, and (2) is caused in whole or in part by any negligent act or omission of Company, its subcontractor, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person.

2.3.2 In any and all claims against UNI, its agents, successors, and assigns, the Board of Regents, State of Iowa, and the State of Iowa by any employee of Company, and subcontractors, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any definition or boundary on the amount or type of damages, compensation or benefits payable by or for Company or any subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

2.4 Code of Fair Practice

The Company shall not discriminate against any employee or applicant for employment because of race, creed, color, religion, national origin, sex, sexual orientation, age, disability, veteran status, or any other basis where protected by law, except where it relates to a bona fide occupational qualification. In the event of the Company's noncompliance with this clause or with any related federal or state regulations, this contract may be canceled, terminated or suspended in whole or in part and the Company may be declared ineligible for further contracts with the Board of Regents, State of Iowa.

2.5 Subcontractors

Company is specifically advised that any person, firm, or other party to whom it is proposed to award a subcontract under this Agreement must be approved in advance, in writing, and be acceptable to UNI. The Company is responsible for all acts of its subcontractors, as well as, the subcontractors' performance of delegated duties. Company shall be solely responsible for payment to all subcontractors or secondary suppliers that the Company may engage for the completion of any contractual agreement with UNI.

2.6 Insurance

Company shall purchase and maintain, throughout the term of this Agreement, comprehensive general liability insurance, including contractual liability, slip and fall coverage and comprehensive automobile liability insurance to protect Company from all claims for bodily injury, including accidental death, personal injury, and property damage arising from operations under this Agreement, whether such operations be by Company, subcontractor, agent, or by anyone else directly or indirectly employed by Company. In addition, Company shall purchase and maintain errors and omissions insurance to protect UNI from any losses associated with Company's acts. All statutory insurance requirements, including worker's compensation, shall be met. All required insurance policies shall be issued by reputable insurance companies duly authorized to engage in the insurance business in the State of Iowa. Limits of such insurance shall be as stated below:

Worker's Compensation - Statutory

Comprehensive General Liability - \$1,000,000 each occurrence*

Commercial Auto Liability - \$1,000,000 each occurrence*

Errors and Omissions - \$1,000,000 each occurrence*

*\$2 Million aggregate

The State of Iowa, the University of Northern Iowa, and the Board of Regents, State of Iowa, shall be named on such policies as additional insureds. Failure to maintain insurance coverage throughout the life of any resulting contract, consistent with the provisions of this Section, shall be considered a breach of contract. As evidence of the above, the Company will submit certificates of insurance on an annual basis. The certificates shall also provide that should the policy be cancelled or materially changed, thirty (30) day written notice prior to the effective date for the change or cancellation, shall be given directly to UNI.

Company agrees to waive all rights of subrogation against UNI, the State of Iowa, the Board of Regents, State of Iowa, the Regent institutions, their employees and agents for any claim filed against Company or other firms associated with the Agreement.

2.7 Amendments to the Agreement

When awarded, the Agreement shall not be changed, modified, altered, or amended in any respect without the mutual consent of the parties hereto, which consent shall be evidenced by a written amendment to the Agreement executed by both parties.

2.8 Laws

Terms and provisions of this Agreement shall be construed in accordance with the laws of the State of Iowa, and any and all litigation or actions commenced in connection with this Agreement shall be instituted in the appropriate courts in the State of Iowa.

2.9 Assignment

The award of this RFP may not be assigned, transferred, sold or subcontracted by Company without the prior written consent of UNI. Should selected Company be purchased (in whole or in part) by another organization or should Company wish to assign, transfer, or subcontract the Agreement to another Company, UNI shall have the right to terminate the Agreement upon written notification, without penalty to UNI.

2.10 Advertising

Company shall not use or reference the name of University of Northern Iowa as a part of any commercial advertising without prior written approval of UNI's central administration and its Trademark and Licensing Office.

2.11 Taxes

UNI is exempt from State and Local Sales and Use Taxes on the services. A Tax Exemption Certificate will be furnished upon request.

2.12 Access to Company Records/Audits

The Company agrees to keep and provide full access to all records that pertain to UNI throughout the period that the Agreement remains in effect and for a minimum of seven (7) years after the Agreement is terminated, unless required to retain for a longer period by state or federal statute.

2.13 Termination

2.13.1 If Company is adjudged bankrupt or makes a general assignment for the benefit of creditors, if a receiver is appointed on account of Company's insolvency, if Company repeatedly refuses or fails to supply enough employees, management staff, or equipment to adequately provide timely delivery or services for UNI, or if Company is otherwise guilty of a substantial violation of the Contract Documents, UNI may terminate the Agreement after giving Company a minimum thirty (30) days written notice, without penalty to UNI.

2.13.2 In any case where Company has failed to provide equipment and services or has provided nonconforming equipment and services, UNI shall provide a Cure Notice. If after notice Company continues to be in default, UNI may procure services from another source and terminate the Agreement, without penalty to UNI. Company may be required to pay UNI the difference if a higher cost firm is selected.

2.14 Severability of the Agreement

In the event any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision, but shall be construed as if such invalid, illegal, or unenforceable provision had never been contained. Further, in the event that any provision shall be held to be unenforceable by virtue of its scope, but may be made enforceable by a limitation thereof, such provision shall be deemed to be amended to the minimum extent necessary to render it enforceable under the laws of the jurisdiction in which enforcement is sought.

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Section III

Scope of Work

3.1 Overview

The University of Northern Iowa's Athletic Department has 18 varsity sports and draws over 750,000 people to its facilities every year. The University utilizes facilities throughout the Cedar Valley including; UNI-Dome, McLeod Center, Mark Messersmith Outdoor Track and Field Complex, Black Hawk Tennis Center, and the Wellness and Recreation Center.

Athletic Department Mission Statement

The Department of Intercollegiate Athletics at the University of Northern Iowa is dedicated and committed to the highest level of competition with peer and sister institutions, institutions in the Missouri Valley Conference, the Missouri Valley Football Conference, and the Western Wrestling Conference, on a national basis in terms of athletic excellence and academic achievement of student-athletes.

We will offer compelling experience for the student-athlete and for our campus community and will provide a diverse environment steeped in integrity, values and vitality. We are committed to equitable opportunities for all students, student-athletes and athletic department staff including women and minorities. Our programming offerings, our recruitment of both students and staff, and our career enhancement opportunities for staff will reflect this commitment to equity and diversity. Further, we are totally committed to the NCAA principles of sportsmanship and ethical conduct and nothing short of complete and total adherence to the principles and guidelines subscribed to by the NCAA in these critical areas will be tolerated or accepted.

Teaching is our core, positive growth and development of student-athletes is our goal and the highest level of performance both in the classroom, in social settings, and on the field of play is our target outcome.

3.2 Goals for this Project

The University of Northern Iowa Athletic Department is seeking to develop marketing strategy to assist in the revenue generation of the athletic department. The department will look for a plan that will combine all parts of this proposal into a unified, comprehensive plan for maximizing revenue in the focus areas. This external approach will allow the agency unique marketing and branding opportunities that are not currently available.

3.3 Focus Areas

3.3.1 Maximizing revenue and membership in the Panther Scholarship Club

3.3.2 Extending the reach of the Panther Scholarship Club to targeted areas outside the Cedar Valley

3.3.3 Maximizing ticket sales and revenue; including season, partial season and single game tickets for all athletic events

3.4 Comprehensive Campaign (to include, but not limited to)

- 3.4.1 Scholarship Club Campaign Development
- 3.4.2 Ticket Sales Strategies including pricing and sales strategies
- 3.4.3 Advertising (New Media, Website, Email, Television, Radio, Print)
- 3.4.4 Development of new ideas and programs to accomplish the goals of the focus areas
- 3.4.5 Any other support materials to build the focus areas
- 3.4.6 Image enhancement for the athletic department, and University

3.5 Scope of the Contract

- 3.5.1 The vendor awarded work as a result of this RFP will constitute an agreement whereby the company will provide services with a two year contract. At the end of this initial period the mutual benefits will be re-evaluated with the option to renew with two one year options.

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Section IV

Proposal Content

It is important that responses contain enough information to permit UNI's evaluation team to fully understand the Company's capabilities. Proposals should address all items outlined in project expectations and should include anticipated time frames, cost, and suggestions for cost savings. UNI is requesting responses to this RFP that, at a minimum, include the following:

4.1 Form of Proposal

Form of Proposal completed and signed by your Company's representative.

4.2 Cover Letter

Include a cover letter introducing your company and summarizing your qualifications.

4.2 References

Company is to submit a list of three references for which they have performed similar work. Reference should include client name, address, phone number, work performed for client, date of work, and client contact. **Attach as Supplement 1.**

4.3 Project Proposals

Company should include proposals for the specific projects. **Attach as Supplement 2.**

4.5 Process

Describe how you work with clients and what processes specifically you would recommend for these projects. **Attach as Supplement 3.**

4.6 Work Samples

Company should provide samples of similar work previously finished. **Attach as Supplement 4.**

4.7 Timeline

Company should provide project timeline for delivery. **Attach as Supplement 5.**

4.8 Fees

Company should detail the proposed compensation/fees for the work performed for UNI. The University is requesting an hourly rate for services. If there are different rates for different individuals or different types of work please clearly identify. Please see Section 3 Scope of Work. **Attach as Supplement 6.**

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Section V

Form Of Proposal

5.1 The undersigned Company, in response to Request for Proposal Number Q8632 having examined the Proposal Requirements, this Form of Proposal, and all of the Contract Documents, hereby proposes to create marketing and advertising plan for the UNI Athletic Department in accordance with the proposed Contract Documents. **Bidding companies must complete all parts of this section for their bid to be considered.**

5.2 Company acknowledges receipt of the following Addenda, which are a part of the Contract Documents:

— — — —

5.3 Proprietary Information Please list all information or sections that you consider proprietary. Note that pricing and financial arrangements cannot be considered as proprietary information. The sections of this Proposal listed below represent trade secrets or proprietary information.

Section	Page No.	Section	Page No.

5.4 Company understands that University of Northern Iowa reserves the right to reject any and all proposals, waive irregularities or technicalities in any proposal, and accept any proposal in whole or in part which it deems to be in its best interest.

Yes _____

No _____

5.5 Company has provided all parties involved with a copy of the RFP.

Yes _____

No _____

5.6 Company has read, understands, and agrees to all Proposal Instructions and Conditions contained in Section I of this RFP.

Yes _____

No _____

NOTE: If No, please list exceptions on Attachment A.

5.7 Company hereby certifies by signing below: that this proposal is genuine and is not made in the interest of or on behalf of any undisclosed person, company, or corporation; (b) that Company has not directly or indirectly induced or solicited any other Company to put in a false or sham proposal; (c) that Company has not solicited or induced any person, company, or corporation to refrain from bidding; and (d) that Company has not sought by collusion or kickback to obtain any advantage over any other Company or over UNI.

5.8 The vendor has not altered or modified the original content of the Request for Proposal document or any associated documents, including original drawings or graphics.

- 5.9 The company is not currently debarred, suspended, or proposed for debarment by any federal or state entity. The undersigned agrees to notify the University of Northern Iowa of any change in this status, should one occur, until such time as an award has been made under this procurement.

5.10 Vendor Information

Business Name: _____

Federal I.D. Number/SSN: _____

Official Address : _____

Firm's State or Foreign Country of Residence _____

Company Telephone Number _____

Fax Number _____

Company Contact _____

Telephone Number for this Contact _____

E-Mail for this Contact _____

Authorized Signature _____

Typewritten or Printed Signature _____ Date _____

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Proposal Compliance Form

Please note: Your proposal may be considered incomplete unless the following are included with your offer. Indicate compliance by placing a check mark in the space provided: All documents should be included in the order provided below. This form should be returned with the proposal as the last page.

Compliance

- ☐ Form of Proposal completed and signed by your company's authorized official.
- ☐ Cover Letter
- ☐ Attachment A (Exceptions)
- ☐ Supplement 1 (References)
- ☐ Supplement 2 (Project Proposals)
- ☐ Supplement 3 (Process)
- ☐ Supplement 4 (Work Samples)
- ☐ Supplement 5 (Timeline)
- ☐ Supplement 6 (Fees)

Proposals must be received by: January 28, 2009 at 3:00 pm CST

ATTACHMENT A
EXCEPTIONS/BID COMPLIANCE FORM

NOTE: If you do not comply or partially comply with terms or conditions of this RFP, indicate those sections and your counter term or condition below. Failure to include a term or condition on this form indicates that you are in complete compliance with those terms or conditions as stated in the RFP. Additional copies may be made as necessary.

RFP Item Number	Comply Yes /No	Comments
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
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_____	_____	_____
_____	_____	_____

Signature: _____

Name: _____

Date: _____