

IOWA STATE UNIVERSITY
REQUEST FOR PROPOSAL NUMBER 62798
FOR
CONDUCTING TELEPHONE
FUNDRAISING PROGRAMS
FOR
IOWA PUBLIC RADIO

Purchasing Department
3616 Administrative Services Building
Ames, Iowa 50011-3616

April 25, 2014

RFP No. 62798

SECTION I

PROPOSAL INFORMATION AND INSTRUCTIONS

A. Introduction

Iowa State University is requesting proposals from qualified companies to conduct inbound and outbound telephone fundraising programs for Iowa Public Radio (IPR). The services involved include campaign management, inbound and outbound calling, list segmentation services, and program analysis.

- B. University Representative All questions and comments in reference to this Request for Proposal must be emailed to prior to May 5, 2014:

Jodi Essex
Purchasing Agent
3616 Administrative Services Bldg.
Iowa State University
Ames, IA 50011-3616
jodir@iastate.edu

- C. Term of Contract The contract shall begin on July 1, 2014 and continue until June 30, 2015. The contract may be renewed for four (4) additional one year periods with the written mutual consent of both parties.

- D. Parties to the Contract Companies must identify all parties who will be involved with performance of the contract. By submitting a proposal, the bidder warrants that all parties to the contract have received a copy of this RFP and that the bidders' response is acceptable to these parties.

- E. Each Company, by submitting a proposal, acknowledges its representative has:

1. Read and completely understood the proposed Contract Documents which shall consist of this RFP (Proposal Information and Instructions, Terms and Conditions of the Contract, Contract Specifications, Proposal Content, Form of Proposal, all exhibits and attachments), and any subsequent Addenda issued by ISU.
2. Based their proposal upon the requirements described (where provided in the proposal documents).

F. Receipt and Opening of Proposals

1. Proposals are to be submitted in an envelope, box, or package labeled "RFP 62798: IPR Telephone Fundraising Programs". Proposals must be received in the ISU Purchasing Department, 3616 Administrative Services Building, Ames, Iowa 50011-3616, by 4:00 P.M., central time, on May 9, 2014. Any proposal received after the time specified for the receipt of proposal may not be considered and may be returned unopened to the sender as non-responsive.

Proposals, which are delivered personally, are to be brought to the Purchasing Department receptionist's desk located at the south entrance of the 1st Floor Administrative Services Building (ASB). The ASB is located southwest of the intersection of Stange Road and 13th Street on Wanda Daley Drive.

One (1) original and one (1) electronic copy of your proposal are to be submitted to the ISU Purchasing Department in response to this RFP. Electronic copies may be sent via email to Quotedesk@iastate.edu (preferred) or submitted on memory stick or CD.

2. ISU 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 a competitive advantage to any Company. ISU reserves the right to request additional documents or proposal clarifications after the due date and time for proposal submission.
3. 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.
4. 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. 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 and other offers cannot be considered proprietary information.

Failure to list all proprietary sections of the submitted proposal in the space provided in Section V, paragraph C shall relieve ISU personnel from any responsibility, should such information be viewed by the public, a competitor, or be in any way accidentally released.

5. All opened proposals become the property of ISU and will not be returned to the offeror.
6. Prior to the date and time designated for receipt of proposals, proposals submitted early shall be withdrawn only by written notice to ISU. Such notice shall be received by ISU prior to the designated date and time for receipt of proposals.
7. Withdrawn proposals may be resubmitted up to the time designated for receipt of proposals provided that they are then fully in conformance with these Proposal Instructions and Conditions.
8. No proposal may be modified or withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receipt of proposals.
9. All erasures or corrections are to be initialed by the person(s) signing the proposal.
10. Failure to comply with the requirements of this RFP or evidence of unfair bidding procedures may be cause for rejection of the proposal. Failure to supply information requested may also be cause for rejection of the RFP as being non-responsive.

11. This Request for Proposal does not commit ISU to make an award, nor will ISU pay any costs incurred in the preparation 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 ISU.
- G. Addenda Any and all interpretations, corrections, revisions, and amendments shall be issued by the ISU Purchasing Department to all known holders of the 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 five (5) 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.
- H. Formation of Agreement ISU may take the following action in order to form an Agreement between ISU and selected Company:
1. Accept a proposal, as written, by issuing a written "Notice of Award" to selected Company that incorporates the Proposal Documents by reference and accepts all or selected portions of Company's proposal. The "Notice of Award" will be in the form of an ISU purchase order.
 2. Enter into negotiations with one or more Companies in an effort to reach a mutually satisfactory agreement that will be based on the Proposal Documents, the proposal submitted by selected Company, any clarification(s) requested by ISU and submitted by Company, except as amended by mutual agreement through the associated negotiations. These negotiations will not include any changes to the pricing structure submitted in the proposal, unless the negotiations change the requirements. Should ISU and Company be unable to negotiate a mutually acceptable agreement within thirty (30) days of ISU's initiating negotiations, ISU shall have the right to reject the original selected Company's proposal and enter into negotiations with another Company, without penalty to ISU.
 3. Each Company shall include in its written proposal all requirements, terms or conditions it may have, and shall not assume that an opportunity will exist to add such matters after the proposal has been submitted.
 4. ISU reserves the right to award based on the proposal(s) determined to be in the best interest of ISU.
- I. Proposal Obligations The Contractual Agreement (Agreement) shall incorporate the selected Company's proposal, including any clarification to the proposal(s) requested by ISU and submitted by selected Company, except as amended by mutual agreement. The Agreement shall form the contractual obligation of ISU and the selected Company.
- J. Exceptions to Contract Documents Company shall clearly state in the submitted proposal any exceptions to, or deviations from the Specifications (Section III), and any exceptions to the provisions, terms, and conditions of this RFP included in Section I and terms and conditions of the potential agreement described 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 ISU. Exceptions not stated on Attachment A will have no effect.

K. Qualification of Company ISU shall make such investigations as deemed necessary to determine the ability of Company to provide the expected goods or services. ISU reserves the right to reject any proposal if the evidence submitted by, or investigation of, such Company fails to satisfy ISU, in its sole opinion, that said Company is properly qualified to carry out the obligations specified herein.

L. Vendor Database Companies must have a current vendor application on file in order to receive an award resulting from this RFP. Please visit the vendor application website (shown below) for instructions on the vendor application process.

http://www.public.iastate.edu/~purchasing/vendor_app_process.htm

M. Criteria of Award Evaluation of proposals will be performed by members of Iowa Public Radio and the ISU Purchasing Department. ISU reserves the right to award a contract based not only on cost, but on the criteria which best meets the University's requirements and goals. Proposals will be evaluated using the following criteria, which are listed below in no particular order:

- Total cost for conducting the telephone fundraising programs. ISU and IPR may consider the cost for the inbound and outbound programs separately or together when determining cost
- Previous proven experience and methodology for conducting inbound and/or outbound telephone fundraising programs
- Reporting capabilities
- Exceptions taken to this RFP

RFP No. 62798

SECTION II

SCOPE OF WORK

Iowa State University desires to enter into a contract with a qualified full service telemarketing company or companies to conduct inbound and outbound telephone fundraising programs for Iowa Public Radio. The services involved include campaign management, inbound and outbound calling, list segmentation services, and program analysis. IPR has 2-4 on-air drives per year. On-air drives generally run 3-6 days.

The work described below may be divided between two companies. Additionally, Iowa Public Radio reserves the right to award only a portion of this bid.

Inbound Calling Program

The inbound calling program includes, but is not limited to, the following functions:

- Provide inbound telephone support for on-air fund drives
- Script development
- Campaign and real-time reporting
- Testing
- Training

Outbound Calling Program

The outbound calling program includes, but is not limited to, the following functions:

- Conduct monthly calling programs to solicit fundraising donations (which includes first-time donations, upgrading donations, conversion of one-time donors to sustaining givers, and renewal of lapsed donors) or reactivate credit cards; up to 500 names per month
- Script development
- Campaign and real-time reporting
- Testing
- Training

Call Center Core Requirements

Provide for the following services to ensure compatibility with IPR's donor software, which is Agilon One, as well as compliance with Payment Card Industry (PCI) data security standards.

- Ability to securely import and export data to and from IPR donor database
- Ability to manage credit transactions with IPR vendor PayPal
- Ability to manage peak volumes in condensed calling campaigns – i.e. 10 days
- 24/7 customer and technical support
- Campaign consultation and strategy
- Account management supervising design and implementation of calling programs
- Campaign analysis for efficiencies and Return On Investment
- NCOA and Telephone Research
- Creative materials (scripts, pledge confirmations/reminders and e-messaging)
- Comprehensive training and ongoing coaching for the calling team

Company is expected to follow the usual standards of practice and ethics for such consultants in the state of Iowa.

Expected Outcomes

Outputs from work performed are to include the following:

- Detailed reporting, analysis and recommendations on campaign improvement
- Increase in fundraising revenues from telephone campaigns

Trade-Out Option

- IPR will consider in the evaluation of the bids any donations or sponsorships that Company wishes to make as an option on their bid. IPR would be willing to give in trade, airtime on an IPR station. Airtime is defined as on-air acknowledgement recognizing the Company. Specific language and scripts will be approved by IPR and the Company. IPR will work with any awarded company that has proposed this option to equate the value of the donation for airtime. This option is not required to submit a bid. ISU would like all companies to offer their lowest price for the goods with any donation or sponsorship as an option only. Please include this optional offer as an attachment to your bid response. ISU reserves the right to accept or reject any donation or trade-out offered.
- Attached as Attachment B is a current rate card for the approximate value of spots on different IPR programming signals. ROS is considered to be the value per each time the announcement is made.
- All companies will need to provide in their proposal the total cost of the programs they are bidding based on the specifications.
- Companies that are utilizing the trade-out option will need to clearly designate on their Attachment 3 of their RFP response the trade-out that is being offered in exchange for their services.
- If trade-out is accepted and a contract is awarded, a purchase order will be issued by ISU. Reference to a trade-out will be documented on the purchase order for the records of the Company and ISU.
- ISU reserves the right to reject any or all bids/proposals and accept that offer deemed by ISU to be in the best interest of ISU and IPR. Trade-outs are only offered as an option for both Company and ISU to consider and ISU is not required to accept.
- ISU reserves the right to cancel any selected trade-out arrangement and services should Company's service or performance not meet the specifications of this Request for Proposal.

RFP No. 62798

SECTION III

TERMS AND CONDITIONS OF THE CONTRACT

- A. Assignment This contract may not be assigned or transferred by either party without the prior written consent of the other party.
- B. 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 ISU 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.
- C. Immunity from Liability Every person who is a party to this Agreement is hereby notified and agrees that ISU, 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.
- D. Indemnification Company agrees to defend, indemnify and hold harmless the State of Iowa, Iowa State University, its Board of Regents, faculty, students, employees and agents from all liability, injuries, claims (including for infringement of any Trade names, Trademarks, Copyright or Trade secrets by reason of sale or use of any articles purchased hereunder), damages (including claims of bodily injury or property damage) and loss, including costs, expenses, and attorneys' fees, which arise from its operations or the negligent acts of Company, its officers, directors, employees, and agents under this Agreement.
- E. Code of Fair Practice Company shall not discriminate against any employee or applicant for employment because of race, color, religion, sexual orientation, gender identification, marital status, national origin, sex, age, or physical or mental disability, or status as a US veteran. Company shall take affirmative action to ensure that applicants are employed and that the employees are treated during employment without regard to their race, creed, color, religion, national origin, sex, age, or physical or mental disability or status as a Vietnam-era/disabled veteran, except where it relates to a bona fide occupational qualification. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or terminations; rates of pay or other forms of compensation; and selection for training, including apprenticeship. If applicable to this agreement, Company shall comply with the provisions of Federal Executive Order 11246 as amended by Executive Order 11375. In the event of Company's non-compliance with this section or with any of the aforesaid regulations, this contract may be canceled, terminated or suspended in whole or in part, without penalty to the Board of Regents, State of Iowa, the University, or the State of Iowa, and Company may be declared ineligible for further contracts with Board of Regents, State of Iowa, institutions.
- F. Subcontractors Company is specifically advised that any person, firm, or other party to whom it awards a subcontract under this Agreement must be approved in advance and be acceptable to ISU. 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 ISU.

- G. 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.
- H. Trademarks Company agrees not to use the name of ISU, or the marks of Iowa State University as a part of any commercial advertising without prior approval of the University. Utilization of logos, trademarks, etc., in sponsorship/marketing advertisements, signage, co-branding, etc., shall be subject to the approval of the Iowa State University Trademark and Licensing Office.
- I. Taxes ISU is exempt from Federal Excise Taxes, and no payment will be made for any taxes levied on Company's employee's wages. ISU is exempt from State and Local Sales and Use Taxes on the services. A Tax Exemption Certificate will be furnished upon request
- J. Termination This contract shall terminate upon expiration of the desired term; or if this Contract expressly and in writing provides for any option or options, and if any such option is exercised by the University, then this Contract will terminate at the expiration of the option term or terms, unless any of the following termination rights are earlier exercised:
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 ISU, or if Company is otherwise guilty of a substantial violation of the Purchase Documents, ISU may terminate the Agreement after giving Company a minimum thirty (30) days written notice, without penalty to ISU.
 2. University shall have the right but not the obligation to terminate this Agreement and such termination shall be without further cost or penalty to the University, should Company sell its business or should the use of the Company name or the Company product line be discontinued for any reason beyond the control of the University.
 3. University shall have the right to terminate this Agreement without further cost or penalty to the University, should Company breach this Agreement or be unable to supply its products in a timely manner, and should such breach remain uncured for a thirty day period. In any case where Company has breached the Agreement, the University will give written notice to cure and an explanation of the nature of the breach.
- K. 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 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.
- L. Force Majeure Except as otherwise provided, neither party shall be obligated to perform hereunder, and neither shall be deemed to be in default, if performance is prevented by fire, earthquake, flood, act of God, riot, civil commotion, destruction of facilities, or other matter or condition of like nature, including the unavailability of sufficient fuel or energy, epidemic,

pandemic, or any law, ordinance, rule regulation or order of any public or military authority stemming from the existence of economic controls, riot, hostilities, war, or governmental law and regulations. In the event that the building housing fountains be destroyed by fire, explosion, flood, or other casualty so that the building is forced to shut down, and ISU fails to rebuild, repair, and reopen the same for building after said fire or other casualty, then and in said event, both parties shall have the right (but not the obligation) to terminate any governing agreement. In such event both parties shall pay to the other all amounts owed through the date of termination, with no obligation for loss of future revenue.

M. Proprietary Rights and Confidentiality

1. Company agrees to hold in trust and confidence any confidential and proprietary information or data relating to University business and shall not disseminate or disclose such confidential information to any individual or entity, except Company's employees or subcontractors performing services hereunder (who shall be under a duty of confidentiality), and any other individuals specifically permitted in each instance by the University.
2. With respect to any confidential information, the Company's obligations of nondisclosure set forth above shall continue to apply to such information for as long after this Agreement expires or terminates, as such information remains confidential.
3. An item will not be considered confidential information or a trade secret of the University if it is: In the public domain prior to disclosure to Company or subsequent to such disclosure but through no fault of Company; or obtained from a third party not subject to a duty of confidentiality.
4. Company is hereby notified and agrees that Iowa is an open records state. As an open records state, any information meets the legal definition of proprietary information or trade secrets can be protected. Contract or License Agreement is a public record, except for those sections that are deemed protected as a trade secret.

N. Late Payment Fees Under Iowa law, for any amounts owed by University to Company, a finance charge may not be charged until the 61st day after both an undisputed invoice and the service/product have been received by the University. The finance charge only applies for the period the invoice remains unpaid after the 61st day.

RFP No. 62798

SECTION IV

PROPOSAL CONTENT

1. Form of Proposal Form of Proposal, page 12, completed and signed by your Company's representative.
2. Company Profile Company should provide a brief company profile listing company history, state of business composition (proprietorship, partnership or incorporation), organizational chart, location of existing facilities, and any other pertinent company information that can be used to evaluate the proposal. **(Include as Attachment 1 of your RFP response)**
3. Previous Proven Experience with References Provide a description of previous work done which involves the planning and implementation of direct response programs. Provide information on inbound and outbound programs that you have successfully conducted (if bidding on both) as well as information on your call center. For the successful programs you have provided, include the entity you provided the program for and a name and contact information (phone and email address) for the person you worked with on those programs. **(Include as Attachment 2 of your RFP response)**
4. Methodology Including your proposed detailed step-by-step methodology for accomplishing the scope of work. This should include details about implementation, script development (provide sample scripts), systems used to perform the work, number of individuals who will be making and answering calls, location of where the calls will be handled, how you will train and supervise the individuals making the calls, process for collecting data, reporting capabilities, and any other information that ensures ISU that you can conduct a successful campaign. **(Include as Attachment 3 of your RFP response)**
4. Pricing Provide a breakdown of your pricing for inbound and outbound calling programs. If you are including a trade-out option, include that information as well along with your pricing. Pricing should be clear to ISU and IPR and based on the following: **(Include as Attachment 4 of your RFP response)**

For inbound calling:

- Drive of 3 days:
 - Training fee, if any
 - Rate per minute or hour (and what that includes), whichever is standard for the business
 - Other fees- when and why they are assessed
- Drive of 6 days:
 - Training fee, if any
 - Rate per minute or hour (and what that includes), whichever is standard for the business
 - Other fees, when and why assessed

For outbound calling:

- Cost per hour for project (and what that includes)
- Development fee (if applicable)
- Other fees (may include PCI Compliance, etc.), when and why assessed

For all programs, are there any discounts provided based on a recurring client for 2 – 4 drives with few changes between the drives?

RFP No. 62798

SECTION V

FORM OF PROPOSAL

- A. Company agrees to all Proposal Terms and Conditions contained in Section I of this RFP

Yes _____

No _____ **Note:** If **No**, please list exceptions on Attachment A (p.15)

- B. Bidder agrees to all Terms and Conditions contained in Section III

Yes _____

No _____ **Note:** If **No**, please list exceptions on Attachment A (p.15)

- C. 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.
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

- D. Payment Terms: _____
(Failure to indicate your terms will mean that if your bid is accepted, the University will apply a five percent (5%) cash discount for payments made within 15 days of receipt of your invoice.)

- E. Company Information

Business Name: _____

Federal I.D. Number/SSN: _____

Official Address _____

Firm's State or Foreign Country of Residence _____

Telephone Number _____

Fax Number _____

Email _____

Authorized Signature _____

Typewritten or Printed Signature _____ Date _____

RFP No. 62798

SECTION V

BID COMPLIANCE FORM

Please note: Your bid will 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 bid as the last page.

Compliance

- ☐ **Form of Proposal** (page 13) completed and signed by your company's authorized official.
- ☐ **Attachment A** (Exceptions – page 15)
- ☐ **Attachment 1** (Company Profile)
- ☐ **Attachment 2** (Previous Proven Experience with References)
- ☐ **Attachment 3** (Methodology)
- ☐ **Attachment 4** (Pricing)

RFP No. 62798

ATTACHMENT A

EXCEPTIONS

Please list any and all exceptions to this RFP in this section. Include page number, section and reason for exception: (Make additional pages if necessary)

Please check one of the following:

- ☐ We have no exceptions to this RFP
☐ We have the following exceptions to this RFP

	<u>Page Number</u>	<u>Section</u>	<u>Exception</u>
1.	_____	_____	_____ _____ _____
2.	_____	_____	_____ _____ _____
3.	_____	_____	_____ _____ _____
4.	_____	_____	_____ _____ _____
5.	_____	_____	_____ _____ _____
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7.	_____	_____	_____ _____ _____
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9.	_____	_____	_____ _____ _____
10.	_____	_____	_____ _____ _____