

**WESTERN STATE COLORADO UNIVERSITY
WSCU Procurement and Contracts
Gunnison, Colorado**

**REQUEST FOR PROPOSAL
No. WSCURFP72**

ADVERTISING & INTEGRATED MARKETING SERVICES

AUGUST 29, 2012

REQUEST FOR PROPOSALS (RFP) – No. WSCURFP72

ADVERTISING & INTEGRATED MARKETING SERVICES

PROPOSAL DUE DATE: OCTOBER 1, 2012 by 2:00 P.M. MST/MDST at location indicated below.

PROPOSAL SUBMITTAL ADDRESS (mail & delivery):

Western State Colorado University
Procurement & Contracts
328 Taylor Hall
600 N. Adams St.
Gunnison, CO 81231

CONTACT:

Patty Love
Director of Procurement and Contracts
Phone: (970) 943-2026
FAX: (970) 943-2280
EMAIL: plove@western.edu

Proposals must be submitted in a sealed package showing the following information on the outside package. FAX or EMAIL proposals shall not be accepted.

OFFEROR'S NAME

RFP NO. WSCURFP72

PROPOSAL DUE: OCTOBER 1, 2012 2:00 P.M.

SCHEDULE OF ACTIVITIES:

<u>Schedule of Activities</u>	<u>Timeline</u> (Mountain Standard/Daylight Savings Time)
RFP Notice Published on Colorado BIDS	August 29, 2012
Written Inquiry Deadline, (no questions accepted after this date and time)	September 14, 2012 by 5:00 p.m.
Proposal Submission Deadline	October 1, 2012 by 2:00 p.m.
Proposal Selection (estimated)	November 15, 2012
Contract Finalized (estimated)	December 15, 2012

1 INTRODUCTION

1.1 PURPOSE: The purpose of the RFP is to solicit sealed proposals for advertising and integrated marketing services for Western State Colorado University (the “University” or the “State”) located in Gunnison, Colorado.

1.2 CONTRACT TERM: The initial term of the contract shall run for a period of three (3) years. The contract may be renewed by the University for up to two (2) additional one (1) year periods, subject to annual review and contingent upon contractual requirements being satisfied and funds being appropriated, budgeted, and otherwise made available.

1.3 RECENT CHANGES AT THE UNIVERSITY: Effective as of August 1, 2012, the institution’s name changed from Western State College of Colorado to Western State Colorado University. In connection with the name change, the University hired a firm, BFT International, to provide branding and logo development, including a brand standards manual. With that work nearly complete, the University now desires to obtain advertising and integrated marketing services with the objective of building the University’s image. These services must focus on directly and indirectly increasing the University’s visibility with target groups such as alumni, friends, the Denver metro area, and known *USN&WR* survey takers and beyond.

1.4 BACKGROUND ON WESTERN STATE COLORADO UNIVERSITY: Western State Colorado University is a residential, four-year public undergraduate and graduate university offering approximately 22 undergraduate degree programs in liberal arts, sciences, and various professional areas and two graduate degree programs. Western has a student population of approximately 2,300 students from across Colorado and all fifty states and employs approximately 300 full- and part-time faculty and staff. The University is located in Gunnison, Colorado, a rural community 200 miles southwest of Denver. At an elevation of 7,700 feet in the southern Rocky Mountains, the Gunnison Valley provides significant year-round outdoor recreational opportunities and a unique educational experience that the University aspires to more effectively communicate.

Learn more about Western State Colorado University at <http://www.western.edu>.

2 STATEMENT OF WORK

The University desires to obtain advertising and integrated marketing services with the objective of building the University's image. These services must focus on directly and indirectly increasing the University's visibility with target groups such as alumni, friends, the Denver metro area, and known *USN&WR* survey takers and beyond.

While the University has existing methods of delivery for its communication plan with its prospective students' campaign, it desires additional assistance in developing and determining the most effective methods of delivery of the new University identity and message and inclusion of taglines. The successful contractor shall develop a three-year advertising and integrated marketing campaign (the "**Campaign**") that transcends an image and embraces the concept of inspiring the University to think and act strategically across all major units and departments. The Campaign must be developed within the framework of the entire University community, so that the final deliverable(s) are received with a level of precast support and acceptance. The Campaign must also strive for sustainability over a period of time, with planned adjustments and updates along the way.

The Campaign shall promote public awareness of the University's mission and initiatives. Respondents should recommend the most appropriate and effective Campaign for the University. However the University anticipates that the development and execution of the Campaign will include the following components:

2.1 ADVERTISING OBJECTIVE DETERMINATION: Providing consultation services that identify the direct objectives to develop strategies for conducting the Campaign in order to provide the best methods of educating the public. Typical tasks associated with this phase include the identification of the target market, their response and target frequency to align with available budget.

2.2 MESSAGE DECISION/CREATION: Accomplishing the advertising objectives to develop the advertising message and corresponding collateral.

2.3 MEDIA SELECTION: Conducting market research to identify the appropriate media vehicle (print, radio, television, etc.) in promoting the University's message. Typical tasks may include, but are not limited to:

2.3.1 Advertising and Planning: Provide background insight and information pertaining to industry trends, consumer behavior and competitive information that may be available. Document a media plan to accomplish the goals of the University for a timeline set by the University.

2.3.2 Outdoor Marketing and Media Services: Will promote University's advertising and integrated marketing efforts. Types of services may include but are not limited to: painted and/or electronic display, posters, billboards (both standard and electronic), banners, bumper stickers, airport displays, kiosks and sporting events.

2.3.3 Broadcast Media (Radio and TV): May cover the full spectrum of services necessary from conception to implementation of the broadcast media. Examples of typical tasks are: development of radio or television announcements, creative development of draft scripts and story boards, TV monitoring, paid advertising, media buying and ad placement verification services.

2.3.4 Media Buying: Meet and negotiate with various media representatives, create and contact the strategic media buy and traffic creative to the media on behalf of the University.

2.3.5 Post Buy Analysis: Audit all electronic and print invoices for proof of performance. Analyze the delivery of audience on all electronic invoices to insure projected audience was delivered. Negotiate make-goods if needed. Compile all media invoices and issue one to the University.

2.3.6 Web and Social Media: Search engine marketing and optimization, banner ads, email marketing, mobile advertising, Web 2.0 strategies, display advertising, social media marketing (Facebook, Twitter, LinkedIn, etc.), YouTube and other video marketing outlets, referral marketing, affiliate marketing, and inbound marketing.

2.4 ADVERTISING EVALUATION: Effectively measure the success of the advertising campaign through various methods.

2.5 RELATED ACTIVITIES:

2.5.1 Commercial photography services may be used for commercial advertisements and or illustration that will appear in books, magazines, and/or other media. This may include:

- Black and white, color photography
- Digital photography
- Aerial photography
- Architectural photography
- Still photography
- Field and studio photography
- Services such as photo editing and high-resolution scans.

2.5.2 Commercial art and graphic design services, and special effects that educate the consumer market about the University. Typical tasks include:

- Developing conceptual design and layout
- Providing copywriting and technical writing services
- Developing publication designs and/or typographic layout
- Furnishing custom or stock artwork (including electronic artwork).

3 ADMINISTRATIVE REQUIREMENTS

3.1 ISSUING OFFICE AND CONTACT: This RFP is issued by Western State Colorado University Procurement and Contracts (WSCU Procurement). The WSCU Procurement Director or Purchasing Agent is the sole point of contact concerning this RFP. Offerors shall not contact any other individual regarding this RFP or this project.

3.2 OFFICIAL MEANS OF COMMUNICATION: All official communication between WSCU Procurement and offerors will be via notices posted on an electronic solicitation notification system, Colorado BIDS. Notices will include any modifications to specifications and administrative or performance requirements, answers to inquiries received, clarifications to requirements, and the Notice of Intent to Award. Offerors are responsible for monitoring Colorado BIDS regularly to receive such postings. Communications to attendees of a mandatory pre-proposal conference, if any, may be sent by email or fax.

Offerors must be registered in Colorado BIDS to download attached solicitation documents and information. Colorado BIDS registration information is available at <https://www.gssa.state.co.us/VenSols>.

3.3 INQUIRIES: Offerors may make written inquiries by email (preferred), fax or mail concerning this RFP to obtain clarification of requirements. No inquiries will be accepted after the date and time indicated in the Schedule of Activities. Send all inquiries to: plove@western.edu, Subject: RFP No. WSCURFP72
INQUIRY

Response to offerors' inquiries will be published as a modification on Colorado BIDS in a timely manner. Offerors shall not rely on any other statements that alter any specification or other term or condition of the RFP.

If any interested offeror, sales representative, or manufacturer finds any part of the RFP specifications, terms and conditions to be discrepant, incomplete, or otherwise questionable in any respect, it shall be the responsibility of the concerned party to notify WSCU Procurement of such matter immediately upon discovery.

3.4 ACCEPTANCE OF RFP TERMS: A proposal submitted in response to this RFP shall constitute a binding offer. This condition shall be acknowledged by the autographic signature of a person who is legally authorized to execute contractual obligations on behalf of the offeror. This RFP is governed by the WSCU Procurement Rules and the terms and conditions set forth herein. A submission in response to this RFP acknowledges acceptance by the offeror of the [WSCU Procurement Rules](#) and all terms and conditions as set forth herein. An offeror shall identify clearly and thoroughly any variations between its proposal and the RFP in its proposal cover letter. Failure to do so shall be deemed a waiver of any rights to subsequently modify the terms of performance, except as outlined or specified in the RFP.

3.5 MODIFICATION OR WITHDRAWAL OF PROPOSALS: Proposals may be modified or withdrawn upon written request by the offeror prior to the established proposal submission due date and time.

3.6 RFP CANCELLATION: The University reserves the right to cancel this RFP at any time, without penalty.

3.7 MINOR INFORMALITIES: Minor informalities are matters of form rather than substance evident from the response or insignificant mistakes that can be waived or corrected without prejudice to other vendors, i.e., the effect on price, quantity, quality, delivery, or contractual conditions is negligible. The WSCU Purchasing Agent may waive or allow correction of such informalities, whichever is in the best interest of the University.

3.8 RESPONSIBILITY DETERMINATION: The Western State Colorado University Procurement Rules state a Purchasing Agent shall make purchases from, and award contracts to, responsible vendors only. The University reserves the right to make its offeror responsibility determination at any time during this RFP process and may not make a responsibility determination for every offeror.

The University may consider offeror's performance on past or current State contracts with requirements similar to the State requirements for this contract. As part of the evaluation process offeror's past performance may be reviewed using information contained in the State of Colorado Contract Management System. The University reserves the right to use the information contained in the Contract Management System to determine responsibility.

3.9 CONFIDENTIAL/PROPRIETARY INFORMATION: The University neither requests nor encourages the submission of confidential/proprietary information in response to this RFP. Information submitted will be open for public inspection unless a written request for confidentiality is submitted to the WSCU Purchasing Agent *and* the submission is in strict accordance with the following procedure. Compliance with this procedure is the sole responsibility of the offeror. The WSCU Purchasing Agent will make no attempt to cure any information that is found to be at a variance with this procedure. The offeror may not be given an opportunity to cure any variances after the proposal submission deadline.

Neither a proposal in its entirety, nor proposal price information will be considered confidential/proprietary. Any information that will be included in any resulting contract cannot be considered confidential. Questions regarding the application of this procedure must be directed to the WSCU Purchasing Agent.

Procedure:

3.9.1 A written request by the offeror for confidentiality shall be submitted to the WSCU Purchasing Agent with the proposal response submittal.

3.9.2 The written request must be enclosed in a separate envelope marked "Request for Confidentiality" and must be accompanied by the information that is requested to be held confidential. Confidential/proprietary information must be separated from the remainder of the proposal response. Co-mingling of confidential/proprietary information and other information is not acceptable.

3.9.3 State specifically what elements of information are to be considered confidential and why each element is to remain confidential, other than recitation of a specific state or federal statute.

3.9.4 State the statutory basis for the request under the Public (open) Records Act (Section 24-72-201 et. seq., C.R.S.).

3.9.5 The WSCU Purchasing Agent will make a written determination of the apparent validity of any written request for confidentiality. The written determination of the Purchasing Agent will be sent to the offeror.

3.10 RFP RESPONSE MATERIAL OWNERSHIP: All material submitted regarding this RFP becomes the property of the University unless otherwise noted in the RFP. The University may retain or dispose of all

copies as is lawfully deemed appropriate. Proposal materials may be reviewed by any person after the "Notice of Intent to Make an Award" has been issued, subject to the terms of Section 24-72-201 et seq., C.R.S., as amended, Public (open) Records. The University has the right to use any or all information/material presented in reply to the RFP, subject to limitations outlined in the CONFIDENTIAL/ PROPRIETARY INFORMATION section of this RFP. Offeror expressly agrees that the University may use the materials for all lawful purposes, including the right to reproduce copies of the material submitted for purposes of evaluation, and to make the information available to the public in accordance with the provisions of the Public Records Act.

3.11 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION: By submission of this proposal each offeror certifies, and in the case of a joint proposal each party thereto certifies of its own organization, that in connection with this procurement:

3.11.1 The prices in this proposal have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other offeror or with any competitor;

3.11.2 Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the offeror and will not knowingly be disclosed by the offeror prior to opening, directly or indirectly to any other offeror or to any competitor; and

3.11.3 No attempt has been made or will be made by the offeror to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.

Each person signing the SIGNATURE PAGE of this proposal certifies that:

3.11.4 He/she is the person in the offeror's organization responsible within that organization for the decision of the prices being offered herein and that he/she has not participated, and will not participate, in any action contrary to subsections 3.11.1 through 3.11.3 of this section; or

3.11.5 He/she is not the person in the offeror's organization responsible within that organization for the decision of the prices being offered herein but that he/she has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated, and will not participate, in any action contrary to subsections 3.11.1 through 3.11.3 of this section and as their agent does hereby so certify, and he/she has not participated, and will not participate, in any action contrary to subsections 3.11.1 through 3.11.3 of this section.

A proposal will not be considered for award where subsection 3.11.1, 3.11.3, 3.11.4 or 3.11.5. of this section has been deleted or modified. Where subsection 3.11.2 of this section has been deleted or modified, the proposal will not be considered for award unless the offeror furnishes with the proposal a signed statement which sets forth in detail the circumstances of the disclosure and the WSCU Procurement Director determines that such disclosure was not made for the purpose of restricting competition.

3.12 PROTESTED SOLICITATIONS AND AWARDS: Any actual or prospective offeror who is aggrieved in connection with either the solicitation or subsequent award of a contract may protest to the WSCU Procurement Director. The protest shall be submitted in writing within seven (7) working days after such

aggrieved person knows, or should have known, of the facts giving rise thereto (Section IX C., Western State Colorado University Procurement Rules).

With regard to the language above, it is important for offerors to note that a challenge to the solicitation's requirements or specifications should be made within seven (7) days of when the item being protested is known. Announcement of the Notice of Intent to Award will be made by a posting on the Colorado BIDS system. The requirement for timely submission of any protest (7 working days) will begin on the second full working day following posting of the Notice of Intent to Award.

3.13 SELECTION OF PROPOSAL: As described within the RFP, an evaluation committee will review and score proposals submitted and make a recommendation for award. This selection will be for award to the responsible offeror whose proposal is determined to be most advantageous to the University. Upon review and approval of the evaluation committee's written recommendation for award, WSCU Procurement will notify all offerors via posting on Colorado BIDS of the "Notice of Intent to Award" which will name the apparent successful offeror.

3.14 AWARD OF CONTRACT: Award will be made to the responsible offeror whose proposal, conforming to the RFP, will be the most advantageous to the University, price and other factors considered. A contract must be completed and signed by all parties concerned. In the event the parties are unable to enter into a contract, WSCU Procurement may elect to cancel the "Notice of Intent to Award" and make the award to the next most responsible offeror.

3.15 ACCEPTANCE OF PROPOSAL CONTENT: The contents of the offeror's proposal and the terms of this RFP will become contractual obligations of the successful offeror. Failure of the successful offeror to accept these obligations in a contract may result in cancellation of the award.

3.16 INCURRING COSTS: The University is not liable for any cost incurred prior to issuance of a legally executed contract and/or purchase order. No property interest of any nature shall occur until a contract is awarded and signed by all concerned parties.

3.17 NON-DISCRIMINATION: The offeror shall comply with all applicable state and federal laws, rules and regulations involving non-discrimination on the basis of race, color, religion, national origin, age or sex.

3.18 NEWS RELEASES: Neither the University nor the offeror shall make news releases pertaining to this RFP prior to execution of the contract without prior written approval.

3.19 TAXES: The University, as a public institution of higher education of the State of Colorado, is exempt from all federal excise taxes under Chapter 32 and 33 of the Internal Revenue Code (Registration No. 84-730123K) and from all Colorado state and local government sales and use taxes (Ref. C.R.S. 39-26.114(a) and 203). Western State Colorado University's state and local sales tax exemption number is 98-04524.

Vendors are hereby notified that when materials are purchased in certain political subdivisions (e.g. City of Denver), the vendor may be required to pay sales or use taxes even though the ultimate product or service is provided to the State. These sales or use taxes will not be reimbursed by the University/State.

3.20 FORM OF THE CONTRACT: A condition of the offeror's response shall be that the contract resulting from the award to the offeror shall be in the form required by current Colorado statutes, fiscal rules and Western State Colorado University Procurement Rules. The contract will include all such terms and conditions required by these statutes and rules. In the event that the offeror's forms (or parts of forms) are included as attachments or exhibits in the final contract, the offeror agrees that where there are contradictions or inconsistencies, the terms of the contract shall always supersede, manage, and control those of any such attachment or exhibit. The terms of the RFP and of the successful offeror's proposal response to the RFP shall be incorporated into the final contract, with the contract taking precedence over either the RFP or the proposal, and the RFP taking precedence over the proposal in the event the documents conflict.

Except as modified herein, the standard State contract terms and conditions and the University's model contract, (attached separately in the BIDS solicitation notice for this RFP) shall govern this procurement and are hereby incorporated by reference. The model contract lists the State's required legal provisions but does not include the specific scope of work and requirements for this RFP. The contract shall include the "Special Provisions," attached herein as **Attachment D**, which are required pursuant to the State of Colorado Fiscal Rules.

The offeror shall review the attached model contract and may note exceptions. Offerors agreeing to abide by the requirements of the RFP are also agreeing to abide by the terms of the model contract. Unless the offeror notes exceptions in its proposal, the conditions of the model contract will govern. Many provisions, such as those contained in the Special Provisions pages, cannot be changed. Offerors are cautioned that the State believes modifications to the standard provisions, terms and conditions, and Special Provisions constitute increased risk to the State and increased costs. Inclusion of exceptions does not guarantee acceptance by the State and that inclusion of variations may lead to rejection of the proposal entirely or assignment of a low score during the evaluation process.

3.21 AVAILABILITY OF FUNDS: Financial obligations of the University payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available. In the event funds are not appropriated, any resulting contract will become null and void, without penalty to the University.

3.22 INDEPENDENT CONTRACTOR CLAUSE: The contractor shall perform its duties hereunder as an independent contractor and not as an employee. Neither the contractor nor any agent or employee of the contractor shall be deemed to be an agent or employee of the State. The contractor and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for the contractor or any of its agents or employees. Unemployment insurance benefits will be available to the contractor and its employees and agents only if such coverage is made available by the contractor or a third party. The contractor shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this contract. The contractor shall not have authorization, express or implied, to bind the State to any agreement, liability or understanding, except as expressly set forth herein. The contractor shall (a) provide and keep in force worker's compensation and unemployment compensation insurance in the amounts required by law, (b) provide proof thereof when requested by the State, and (c) be solely responsible for its acts and those of its employees and agents.

3.23 INSURANCE: The contractor and its subcontractors shall obtain and maintain insurance requirements substantially similar to those specified in this section at all times during the term of the

contract. All policies evidencing the insurance coverage required hereunder shall be issued by insurance companies satisfactory to contractor and the State.

3.23.1 Worker's Compensation: Worker's Compensation Insurance, as required by State statute with limits of at least \$100,000 each accident, \$100,000 each employee, and \$500,000 policy limit, and Employer's Liability Insurance covering all of contractor or subcontractor employees acting within the course and scope of their employment.

3.23.2 General Liability: Commercial General Liability Insurance written on ISO occurrence form CG 00 01 10/93 or equivalent, covering premises operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows:

3.23.2.1 \$1,000,000 each occurrence;

3.23.2.2 \$2,000,000 general aggregate;

3.23.2.3 \$2,000,000 products and completed operations aggregated; and

3.23.2.4 \$50,000 on any one fire.

If any aggregate limit is reduced below \$2,000,000 because of claims made or paid, the contractor or subcontractor shall immediately obtain additional insurance to restore the full aggregate limit and furnish to contractor or the University a certificate or other document satisfactory to contractor or the University showing compliance with this provision.

3.23.3 Automobile Liability Insurance: Automobile Liability Insurance covering any auto (including owned, hired and non-owned autos) with a minimum limit of \$1,000,000 each accident combined single limit.

3.23.4 Additional Insured: Western State Colorado University and the State of Colorado shall be named as additional insured on all Commercial General Liability and Automobile Liability Insurance policies (leases and construction contracts require additional insured coverage for completed operations on endorsements CG 2010 11/85, CG 2037, or equivalent) required of contractor and any subcontractors hereunder.

3.23.5 Primacy of Coverage: Coverage required of the contractor and subcontractor shall be primary over any insurance or self-insurance program carried by contractor, the State or the University.

3.23.6 Cancellation: The above insurance policies shall include provisions preventing cancellation or non-renewal without at least 30 days prior notice to contractor and the University/State by certified mail.

3.23.7 Subrogation Waiver: All insurance policies in any way related to this contract and secured and maintained by contractor or its subcontractors as required herein shall include clauses stating that each carrier shall waive all rights of recovery, under subrogation or otherwise, against contractor, the State of Colorado, and Western State Colorado University, their agencies, institutions, organizations, officers, agents, employees, and volunteers.

3.23.8 Certificates: The contractor and all subcontractors shall provide certificates showing insurance coverage required hereunder to the University within seven (7) business days of the

Effective Date of the contract. No later than fifteen (15) days prior to the expiration date of any such coverage, contractor and each subcontractor shall deliver to the University or contractor, as applicable, certificates of insurance evidencing renewals thereof. In addition, upon request by the University at any other time during the term of this contract or any subcontract, contractor and each subcontractor shall, within ten (10) days of such request, supply to the University evidence satisfactory to the University/State of compliance with the provisions of this section.

3.23.9 Public Entities: If Contractor is a "public entity" within the meaning of the Colorado Governmental Immunity Act, CRS §24-10-101, et seq., as amended (the "GIA"), then the contractor shall maintain at all times during the term of the contract such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the GIA. The contractor shall show proof of such insurance satisfactory to the University/State, if requested by the University/State. Contractor shall require each contract with a subcontractor that is a public entity, to include the insurance requirements necessary to meet such subcontractor's liabilities under the GIA.

3.24 INDEMNIFICATION: To the extent authorized by law, the contractor shall indemnify, save and hold harmless the State, its employees and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees incurred as a result of any act or omission by the contractor or its employees, agents, subcontractors, or assignees pursuant to the terms of the contract resulting from this RFP.

3.25 VENUE: The laws of the State of Colorado, U.S.A. shall govern in connection with the formation, performance and the legal enforcement of any resulting contract.

4 PROPOSAL SUBMISSION

Following are the proposal submission requirements for this RFP. All specific proposal items listed represent the minimum items required to be submitted. Deletions, incomplete proposals or variations in form may, at the University's discretion, render a proposal non-responsive.

Proposals must be received on or before the date and time indicated herein or as modified on BIDS posting. The proposal package shall be delivered or sent by mail to:

Patty Love
Procurement & Contracts
Western State Colorado University
328C Taylor Hall
600 N. Adam St
Gunnison, CO 81231

4.1 SEALED PACKAGE: The proposal with copies must be submitted in a sealed package. Fax or email proposals shall not be accepted. Include the following information on the outside package:

OFFEROR'S NAME
WSCURFP72
PROPOSAL DUE: OCTOBER 1, 2012 2:00 P.M.

4.2 PROPOSAL FORM AND NUMBER OF COPIES: Offerors shall submit:

4.2.1 Technical Proposal: Nine (9) originals of the technical proposal response with the SIGNATURE PAGE, *signed in ink* by the offeror or an officer of the offeror legally authorized to bind the offeror to the proposal, submitted in a sealed package, clearly marked "Technical Proposal" on the outside.

4.2.2 Financial Proposal: Nine (9) originals of the pricing/cost information submitted sealed in a separate package from the technical proposal, clearly marked "Financial Proposal" on the outside.

4.3 PROPOSAL MATERIALS: The University desires and encourages that proposals be submitted on recycled paper and printed on both sides. Duplexed, stapled photocopies are preferred for proposal copies. The appearance of proposals and professional presentation is important, however, the use of non-recyclable or non-recycled glossy paper and elaborate binding materials is discouraged.

4.4 LATE PROPOSALS: Late proposals will not be accepted. It is the responsibility of the offeror to ensure that the proposal is received, in the WSCU Procurement Office on or before the proposal due date and time. A proposal received by the next day delivery may be accepted if it is reasonable to believe the proposal response was in the delivery process, by the post office or delivery servicer or by internal distribution system which was not completed prior to the proposal due date and time. A proposal in the possession of the offeror on the due date is late if not received in WSCU Procurement Office by the proposal due date and time.

5 PROPOSAL RESPONSE FORMAT

Offeror shall submit and organize its proposal in the same order as listed in this Section 5. Proposals that are determined to be at a variance with this requirement may not be accepted.

5.1 TECHNICAL PROPOSAL

5.1.1 Signature Page: The **Signature Page**, attached to this RFP as **Attachment A**, **must** be completed and signed by the officer authorized to bind the offeror.

5.1.2 Technical Proposal: Offers must respond to all questions and requests for information set forth in **Attachment B**. Offerors shall organize their proposal in a point-by-point format as set forth in **Attachment B**. Failure to follow point-by-point presentation could be grounds for disqualification. Proposals shall be prepared in a straightforward and concise manner. Emphasis should be placed on responsiveness to the RFP requirements, completeness and clarity of content and conformance to the RFP instructions.

5.2 FINANCIAL PROPOSAL: Total cost information shall be provided on the Financial Proposal attached hereto as **Attachment C**.

6 EVALUATION AND AWARD

6.1 EVALUATION PROCESS

6.1.1 Proposal Evaluation and Award: The Purchasing Agent may make an initial determination that the proposals meet minimum requirements for responsiveness prior to the full evaluation by an evaluation committee. The evaluation committee will evaluate the merit of proposals in accordance with the evaluation criteria stated below to identify the proposal that is most advantageous and responsive to the University's needs and within available monetary resources. Numeric evaluations may be used in some aspects of the process to identify strengths and weaknesses of proposals, and to establish a ranking, however, the final decision will be a business decision by the University and may not be based on a numerical score. A decision memorandum will document the basis for the award decision.

Upon receipt of the evaluation committee's written selection and award recommendation the WSCU Procurement Director shall make a determination stating which proposal is most advantageous to the University and will notify all offerors via a posting on Colorado BIDS of the results of the RFP evaluation. The posting will be an announcement of "Notice of Intent to Make an Award" which will name the apparent winning offeror.

6.1.2 Award on Receipt of Initial Proposals: The University reserves the right to make an award on receipt of initial proposals. Offerors should submit their most favorable proposal at the time established for receipt of proposals. It is the sole responsibility of the offeror, to ensure all information required in the RFP is included in its proposal. Failure of the offeror to provide in its proposal any information requested in the RFP may result in disqualification of the proposal. Committee members will disqualify, as non-responsive, any proposal not providing all the information necessary to conduct an appropriate evaluation.

6.1.3 Offeror Discussions: The evaluation committee may conduct discussions with those offerors determined to be the most responsive or in the competitive range to promote understanding of the University's requirements and the offeror's proposal, to clarify requirements, make adjustments to services to be performed and prices. Clarifying adjustments may be made to proposals and related costs/prices. Any changes to proposals, technical elements or costs, if permitted, shall be submitted and confirmed in writing by the offeror.

6.1.4 Oral Presentations: If award is not made on receipt of initial proposals, offerors in the competitive range, those most responsive to the requirements and reasonably susceptible of being selected for award, may be provided an opportunity to make an oral presentation. The oral presentation may be held for the purpose of clarification and to ensure full understanding of and responsiveness to solicitation requirements.

6.1.5 Best and Final Offers: If proposal revisions are permitted after oral presentations and discussions, a date will be established in writing by WSCU Procurement for submission of best and final offers. Offerors will not be provided an opportunity for comprehensive proposal revisions. The Purchasing Agent shall coordinate the offerors' responses for review by the evaluation committee. The Purchasing Agent shall be the sole point of contact throughout the process for all offerors. If the University requests best and final offers from the competitive range offerors, committee members may revise their initial scores based upon additional information and clarification received in this phase. In lieu of revised scoring, the University reserves the right to evaluate best and final offers by use of a narrative.

6.2 EVALUATION CRITERIA: Evaluation criteria based on the Statement of Work and the proposal response requirements will be used by the evaluation committee to evaluate the proposals. Specific factors will be applied to proposal information and information gathered from offeror discussions or oral presentations to compare proposals against measurable objective standards. The successful proposal will be chosen based on the following evaluation factors listed in no particular order of importance.

6.2.1 Technical Proposal

6.2.1.1 Proposed Campaign;

6.2.1.2 Proposed work plan; and

6.2.1.3 Technical factors that would be considered in performing the proposed work.

6.2.2 Project Team

6.2.2.1 Experience and expertise; and

6.2.2.2 Organizational structure.

6.2.3 Offeror Company

6.2.3.1 Experience;

6.2.3.2 Financial stability;

6.2.3.3 Capability; and

6.2.3.4 References.

6.2.4 Total Cost and Pricing Information.

ATTACHMENT A
SIGNATURE PAGE

WSCURFP72: ADVERTISING & INTEGRATED MARKETING SERVICES

Proposals Due: OCTOBER 1, 2012 **Time: 2:00 p.m. MST**

Mail/Deliver Proposal To: Western State College of Colorado
 Attn: Patty Love
 Procurement & Contracts
 328C Taylor Hall
 600 N. Adams St.
 Gunnison, CO 81231
 (970) 943-2026

SEALED proposals properly marked with Solicitation/Bid No., Due Date and Time, subject to the conditions herein stipulated in accordance with specifications set forth herein, will be accepted in the **Western State Colorado University Procurement & Contracts Office, 328C Taylor Hall, 600 N. Adams St., Gunnison, CO 81231** prior to the due date and time set forth above. DO NOT FAX OR EMAIL proposals. Fax and other electronic documents cannot be accepted as a sealed proposal.

All prices shall include shipping, handling and delivery, FOB Destination, Western State Colorado University, Gunnison, CO.

The contractor herein noted has carefully examined all components, instructions, requirements and modifications of the RFP and proposes to furnish the services described herein. The undersigned hereby agrees to provide advertising and integrated marketing services in accordance with the specifications, terms and conditions contained herein for the amounts quoted below. The undersigned certifies that all representations, certifications and statements within its proposal are true and accurate as of the date of the proposal submission. The person signing this **Signature Page** certifies that he/she is a duly authorized officer of the offeror, and that the information and any materials enclosed with this proposal represent the capabilities of the company to provide the services described in the RFP.

This **SIGNATURE PAGE** *must* be signed for proposal to be VALID.

COMPLETE THE FOLLOWING:

Fed Empl ID No.: _____
Company Name: _____
Authorized Signature: _____
Typed/Printed Name: _____
Title: _____
Date: _____
Street Address: _____
City/State/Zip: _____
Telephone No. & Fax No. _____

CONTACT FOR CLARIFICATIONS:

Name: _____
Title: _____
Telephone No. _____
Email: _____

ATTACHMENT B
TECHNICAL PROPOSAL

WSCURFP72: ADVERTISING & INTEGRATED MARKETING SERVICES

A. Company Profile. Provide the following information:

- a. Legal name of offeror company:
- b. Address of office that would be providing service under the contract:
- c. Number of years in business:
- d. State of incorporation:
- e. Number of employees:
- f. Annual revenues volume:
- g. Name of parent corporation, if any:

NOTE: If offeror is a subsidiary, University *prefers* to enter into a contract or agreement with the parent corporation or to receive assurances of performance from the parent corporation.

B. Information. Provide the following information:

- a. State whether offeror will provide a copy of its financial statements for the past two (2) years, if requested by the University.
- b. Offeror shall provide a financial rating of the offeror entity and any related documentation, such as a Dunn and Bradstreet analysis (if such a rating and documentation are available), that indicates the financial stability of offeror.
- c. Is offeror currently for sale or involved in any transaction to expand or to become acquired by another business entity? If yes, offeror shall explain the expected impact, both in organizational and directional terms.
- d. Offeror shall provide any details of all past or pending litigation or claims filed against offeror that would affect its performance under contract with University (if any).
- e. Is offeror currently in default on any loan agreement or financing agreement with any bank, financial institution, or other entity? If yes, offeror shall specify the pertinent date(s), details, circumstances, and describe the current prospects for resolution.
- f. Offeror shall provide a customer reference list of no less than three (3) organizations with which offeror currently has contracts and/or to which offeror has previously provided services (within the past five years) of a type and scope similar to those required by this RFP. Offeror shall include in its customer reference list the customer's company name, contact person, telephone number, project description, length of business relationship, and background of services provided by Respondent.

- g. Offeror shall provide a list of institutions of higher education for which it has provided services. Offeror may list institutions of higher education as some or all of the customer references required in subsection f. above, but it is not a requirement that those customer references be institutions of higher education.
- h. Does any relationship exist (whether by family kinship, business association, capital funding agreement, or any other such relationship) between offeror and any employee of Western State Colorado University or member of the University's Board of Trustees? If yes, offeror shall explain.
- i. Provide a recommendation of the most appropriate and effective Campaign for the University, including the most effective delivery methods for the University (non-recruitment publications print advertising, broadcast advertising, newspaper inserts, signs, billboards, etc.). Provide information about how your organization will approach developing the Campaign, the proposed timeline, any unique benefits associated with working with your organization, and any other pertinent information. Respondent shall provide a list of any additional services not anticipated by the University that your organization would propose to provide to the University or its students, faculty, and staff.
- j. What is your organization's work plan for subdividing the proposed work into various tasks? Detail the steps your organization will take in proceeding from the first task to the final task. Include such time-related displays, graphs, and charts as necessary to show tasks, sub-tasks, milestones, and/or decision points, relative to an example scope of work and your plan for accomplishment.
- k. What are the technical factors that would be considered in performing the proposed work, and the depth to which each will be treated? Include such time-related displays, graphs, and charts as necessary to show tasks, sub-tasks, milestones, and/or decision points, relative to an example scope of work and your plan for accomplishment.
- l. Provide a general explanation and chart that specifies project leadership and reporting responsibilities and the team that would interface with the University. If use of subcontractors is proposed, identify their placement in the primary management structure, and provide internal management description for each subcontractor.
- m. Provide summary resumes for proposed project team members, including their specific experience with similar projects, and number of years with your company.
- n. What difficulties do you anticipate in serving University and how do you plan to manage these? What assistance will you require from the University?
- o. List any exceptions to the RFP requirements, specifications, terms and conditions, and standard contract terms and conditions. Outline all points to which the offeror provides a non-compliant or exceptional response. Indicate both the stated requirement and the offeror's response. Be aware that significant exceptions may cause the proposal to be non-responsive.

ATTACHMENT C
FINANCIAL PROPOSAL

WSCURFP72: ADVERTISING & INTEGRATED MARKETING SERVICES

Offeror shall disclose all cost information associated with the Campaign and its proposal on this Financial Proposal. Proposals submitted must include all related costs, including surcharges, travel, etc. Any costs not included as part of the proposal will be disallowed.

The University prefers prices to be firm, fixed price, with payment due based on deliverables as outlined in the resulting contract. Offeror must state whether or not the prices are firm.

A. Cost of developing and executing the proposed Campaign (in excess of the advertising production costs requested in Section B below):

- a. Year 1: \$
- b. Year 2: \$
- c. Year 3: \$
- d. Optional Year 4: \$
- e. Optional Year 5: \$
- f. Other pertinent cost information, if any:

B. Advertising costs:

- a. Radio spots – production cost per hour:
 - i. Year 1: \$
 - ii. Year 2: \$
 - iii. Year 3: \$
 - iv. Optional Year 4: \$
 - v. Optional Year 5: \$
 - vi. Other pertinent cost information, if any:
- b. Radio spots – proposed rotation and cost per item:
 - i. Year 1: \$
 - ii. Year 2: \$
 - iii. Year 3: \$
 - iv. Optional Year 4: \$
 - v. Optional Year 5: \$
 - vi. Other pertinent cost information, if any:
- c. Television ads – production cost per hour:
 - i. Year 1: \$
 - ii. Year 2: \$
 - iii. Year 3: \$
 - iv. Optional Year 4: \$
 - v. Optional Year 5: \$
 - vi. Other pertinent cost information, if any:
- d. Television ads – proposed rotation and cost per item:
 - i. Year 1: \$

- ii. Year 2: \$
 - iii. Year 3: \$
 - iv. Optional Year 4: \$
 - v. Optional Year 5: \$
 - vi. Other pertinent cost information, if any:
- e.** Newspaper ads – production cost per hour:
- i. Year 1: \$
 - ii. Year 2: \$
 - iii. Year 3: \$
 - iv. Optional Year 4: \$
 - v. Optional Year 5: \$
 - vi. Other pertinent cost information, if any:
- f.** Newspaper ads – proposed rotation and cost per item:
- i. Year 1: \$
 - ii. Year 2: \$
 - iii. Year 3: \$
 - iv. Optional Year 4: \$
 - v. Optional Year 5: \$
 - vi. Other pertinent cost information, if any:
- g.** Billboard ads – production cost per hour:
- i. Year 1: \$
 - ii. Year 2: \$
 - iii. Year 3: \$
 - iv. Optional Year 4: \$
 - v. Optional Year 5: \$
 - vi. Other pertinent cost information, if any:
- h.** Billboard ads – proposed rotation and cost per item:
- i. Year 1: \$
 - ii. Year 2: \$
 - iii. Year 3: \$
 - iv. Optional Year 4: \$
 - v. Optional Year 5: \$
 - vi. Other pertinent cost information, if any:
- i.** Producer Services – cost per day:
- i. Year 1: \$
 - ii. Year 2: \$
 - iii. Year 3: \$
 - iv. Optional Year 4: \$
 - v. Optional Year 5: \$
 - vi. Other pertinent cost information, if any:
- j.** Direct Mail Service:
- i. Year 1: \$
 - ii. Year 2: \$
 - iii. Year 3: \$
 - iv. Optional Year 4: \$

- v. Optional Year 5: \$
- vi. Other pertinent cost information, if any:

k. Web and Social Media placement:

- i. Year 1: \$
- ii. Year 2: \$
- iii. Year 3: \$
- iv. Optional Year 4: \$
- v. Optional Year 5: \$
- vi. Other pertinent cost information, if any:

C. Commercial Photography Services:

a. Cost per hour:

- i. Year 1: \$
- ii. Year 2: \$
- iii. Year 3: \$
- iv. Optional Year 4: \$
- v. Optional Year 5: \$
- vi. Other pertinent cost information, if any:

D. Commercial Art and Graphic Design Service:

a. Cost per hour:

- vii. Year 1: \$
- viii. Year 2: \$
- ix. Year 3: \$
- x. Optional Year 4: \$
- xi. Optional Year 5: \$
- xii. Other pertinent cost information, if any:

E. Other Costs:

Provide any and all other cost information that has not been specifically requested above (offeror must disclose all costs associated with the Campaign and its proposal on this Financial Proposal):

ATTACHMENT D
COLORADO SPECIAL PROVISIONS

These Special Provisions apply to all contracts except where noted in *italics*.

- 1. CONTROLLER'S APPROVAL. CRS §24-30-202(1).** This contract shall not be valid until it has been approved by the Colorado State Controller or designee.
- 2. FUND AVAILABILITY. CRS §24-30-202(5.5).** Financial obligations of the State payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.
- 3. GOVERNMENTAL IMMUNITY.** No term or condition of this contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, of the Colorado Governmental Immunity Act, CRS §24-10-101 et seq., or the Federal Tort Claims Act, 28 U.S.C. §§1346(b) and 2671 et seq., as applicable now or hereafter amended.
- 4. INDEPENDENT CONTRACTOR.** Contractor shall perform its duties hereunder as an independent contractor and not as an employee. Neither Contractor nor any agent or employee of Contractor shall be deemed to be an agent or employee of the State. Contractor and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for Contractor or any of its agents or employees. Unemployment insurance benefits will be available to Contractor and its employees and agents only if such coverage is made available by Contractor or a third party. Contractor shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this contract. Contractor shall not have authorization, express or implied, to bind the State to any agreement, liability or understanding, except as expressly set forth herein. Contractor shall **(a)** provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, **(b)** provide proof thereof when requested by the State, and **(c)** be solely responsible for its acts and those of its employees and agents.
- 5. COMPLIANCE WITH LAW.** Contractor shall strictly comply with all applicable federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.
- 6. CHOICE OF LAW.** Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this contract. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. Any provision incorporated herein by reference which purports to negate this or any other Special Provision in whole or in part shall not be valid or enforceable or available in any action at law, whether by way of complaint, defense, or otherwise. Any provision rendered null and void by the operation of this provision shall not invalidate the remainder of this contract, to the extent capable of execution.
- 7. BINDING ARBITRATION PROHIBITED.** The State of Colorado does not agree to binding arbitration by any extra-judicial body or person. Any provision to the contrary in this contract or incorporated herein by reference shall be null and void.
- 8. SOFTWARE PIRACY PROHIBITION. Governor's Executive Order D 002 00.** State or other public funds payable under this contract shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Contractor hereby certifies and warrants that, during the term of this contract and any extensions, Contractor has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Contractor is in violation of this provision, the State may exercise any remedy available at law or in equity or under this contract, including, without limitation, immediate termination of this contract and any remedy consistent with federal copyright laws or applicable licensing restrictions.

9. EMPLOYEE FINANCIAL INTEREST/CONFLICT OF INTEREST. CRS §§24-18-201 and 24-50-507. The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this contract. Contractor has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Contractor's services and Contractor shall not employ any person having such known interests.

10. VENDOR OFFSET. CRS §§24-30-202 (1) and 24-30-202.4. [Not Applicable to intergovernmental agreements] Subject to CRS §24-30-202.4 (3.5), the State Controller may withhold payment under the State's vendor offset intercept system for debts owed to State agencies for: **(a)** unpaid child support debts or child support arrearages; **(b)** unpaid balances of tax, accrued interest, or other charges specified in CRS §39-21-101, et seq.; **(c)** unpaid loans due to the Student Loan Division of the Department of Higher Education; **(d)** amounts required to be paid to the Unemployment Compensation Fund; and **(e)** other unpaid debts owing to the State as a result of final agency determination or judicial action.

11. PUBLIC CONTRACTS FOR SERVICES. CRS §8-17.5-101. [Not Applicable to agreements relating to the offer, issuance, or sale of securities, investment advisory services or fund management services, sponsored projects, intergovernmental agreements, or information technology services or products and services] Contractor certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who will perform work under this contract and will confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this contract, through participation in the E-Verify Program or the Department program established pursuant to CRS §8-17.5-102(5)(c), Contractor shall not knowingly employ or contract with an illegal alien to perform work under this contract or enter into a contract with a subcontractor that fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this contract. Contractor **(a)** shall not use E-Verify Program or Department program procedures to undertake pre-employment screening of job applicants while this contract is being performed, **(b)** shall notify the subcontractor and the contracting State agency within three days if Contractor has actual knowledge that a subcontractor is employing or contracting with an illegal alien for work under this contract, **(c)** shall terminate the subcontract if a subcontractor does not stop employing or contracting with the illegal alien within three days of receiving the notice, and **(d)** shall comply with reasonable requests made in the course of an investigation, undertaken pursuant to CRS §8-17.5-102(5), by the Colorado Department of Labor and Employment. If Contractor participates in the Department program, Contractor shall deliver to the contracting State agency, Institution of Higher Education or political subdivision a written, notarized affirmation, affirming that Contractor has examined the legal work status of such employee, and shall comply with all of the other requirements of the Department program. If Contractor fails to comply with any requirement of this provision or CRS §8-17.5-101 et seq., the contracting State agency, institution of higher education or political subdivision may terminate this contract for breach and, if so terminated, Contractor shall be liable for damages.

12. PUBLIC CONTRACTS WITH NATURAL PERSONS. CRS §24-76.5-101. Contractor, if a natural person eighteen (18) years of age or older, hereby swears and affirms under penalty of perjury that he or she (a) is a citizen or otherwise lawfully present in the United States pursuant to federal law, (b) shall comply with the provisions of CRS §24-76.5-101 et seq., and (c) has produced one form of identification required by CRS §24-76.5-103 prior to the effective date of this contract.

Revised 1-1-09