



STATE OF MISSOURI  
OFFICE OF ADMINISTRATION  
DIVISION OF PURCHASING (PURCHASING)  
REQUEST FOR PROPOSAL (RFP)

SOLICITATION/OPPORTUNITY (OPP) NO.: RFPS30034901902247  
TITLE: Marketing Agency of Record for Missouri Tourism  
ISSUE DATE: 04/03/19

REQ NO.: RN211900149  
BUYER: Jacqueline Satterlee  
PHONE NO.: (573) 751-4925  
E-MAIL: jacqueline.satterlee@oa.mo.gov

RETURN PROPOSAL NO LATER THAN: 04/24/19 AT 2:00 PM CENTRAL TIME (END DATE)

VENDORS ARE ENCOURAGED TO RESPOND ELECTRONICALLY THROUGH  
[HTTPS://MISSOURIBUYS.MO.GOV](https://missouribuy.mo.gov) BUT MAY RESPOND BY HARD COPY (See Mailing Instructions Below)

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

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

CONTRACT PERIOD: Effective Date of Contract through One (1) Year

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

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

The vendor hereby declares understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all requirements and specifications contained herein and the Terms and Conditions Request for Proposal (Revised 10/19/15). The vendor further agrees that the language of this RFP shall govern in the event of a conflict with his/her proposal. The vendor further agrees that upon receipt of an authorized purchase order from the Division of Purchasing or when a Notice of Award is signed and issued by an authorized official of the State of Missouri, a binding contract shall exist between the vendor and the State of Missouri. The vendor shall understand and agree that in order for their proposal to be considered for evaluation, they must be registered in MissouriBUYS. If not registered at time of proposal opening, the vendor must register in MissouriBUYS upon request by the state immediately after proposal opening.

SIGNATURE REQUIRED

VENDOR NAME	MissouriBUYS SYSTEM ID (SEE VENDOR PROFILE - MAIN INFORMATION SCREEN)
MAILING ADDRESS	
CITY, STATE, ZIP CODE	

CONTACT PERSON	EMAIL ADDRESS
PHONE NUMBER	FAX NUMBER
VENDOR TAX FILING TYPE WITH IRS (CHECK ONE) ___ Corporation ___ Individual ___ State/Local Government ___ Partnership ___ Sole Proprietor ___ IRS Tax-Exempt	
AUTHORIZED SIGNATURE	DATE
PRINTED NAME	TITLE

# Instructions for Submitting a Solicitation Response

The Division of Purchasing is now posting all of its bid solicitation documents on the new MissouriBUYS Bid Board (<https://www.missouribuyss.mo.gov>). MissouriBUYS is the State of Missouri's web-based statewide eProcurement system which is powered by WebProcure, through our partner, Perfect Commerce.

For all bid solicitations, vendors now have the option of submitting their solicitation response either as an electronic response or as a hard copy response. As a means to save vendors the expense of submitting a hard copy response and to provide vendors both the ease and the timeliness of responding from a computer, vendors are encouraged to submit an electronic response. Both methods of submission are explained briefly below and in more detail in the step-by-step instructions provided at [https://missouribuyss.mo.gov/pdfs/how\\_to\\_respond\\_to\\_a\\_solicitation.pdf](https://missouribuyss.mo.gov/pdfs/how_to_respond_to_a_solicitation.pdf). (This document is also on the Bid Board referenced above.)

Notice: The vendor is solely responsible for ensuring timely submission of their solicitation response, whether submitting an online response or a hard copy response. Failure to allow adequate time prior to the solicitation end date to complete and submit a response to a solicitation, particularly in the event technical support assistance is required, places the vendor and their response at risk of not being accepted on time.

- **ELECTRONIC RESPONSES:** To respond electronically to a solicitation, the vendor must first register with MissouriBUYS by going to the MissouriBUYS Home Page (<https://missouribuyss.mo.gov>), clicking the "Register" button at the top of the page, and completing the Vendor Registration. Once registered the vendor should log back into MissouriBUYS and edit their profile by selecting the organizational contact(s) that should receive an automated confirmation of the vendor's electronic bid responses successfully submitted to the state.

To respond electronically to a solicitation, the vendor must login to MissouriBUYS, locate the desired solicitation on the Bid Board, and, at a minimum, the vendor must read and accept the Original Solicitation Documents and complete pricing and any other identified requirements. In addition, the vendor should download and save all of the Original Solicitation Documents on their computer so that they can prepare their response to these documents. Vendors should upload their completed response to these downloaded documents (including exhibits, forms, and other information concerning the solicitation) as an attachment to the electronic solicitation response. Step-by-step instructions for how a registered vendor responds to a solicitation electronically are available on the MissouriBUYS system at: [https://missouribuyss.mo.gov/pdfs/how\\_to\\_respond\\_to\\_a\\_solicitation.pdf](https://missouribuyss.mo.gov/pdfs/how_to_respond_to_a_solicitation.pdf).

- To ensure software compatibility with the MissouriBUYS system, the vendor should complete attachments using Microsoft Word or Microsoft Excel, or if using a different application for completing attachments, the vendor should save the completed attachment as a PDF document in order to preserve the formatting. A vendor's failure to follow these instructions and instead use a different application or method for completion and submission of attachments could render some of the vendor's bid information in their attachments to be unreadable which could negatively impact the evaluation of the vendor's proposal.
- Vendors are encouraged to submit their entire proposal electronically; however in lieu of attaching exhibits, forms, pricing, etc. to the electronic solicitation response, a vendor may submit the exhibits, forms, pricing, etc. through mail or courier service. However, any such submission must be received prior to the solicitation's specified end date and time. Be sure to include the solicitation/opportunity (OPP) number, company name, and a contact name on any hard copy solicitation response documents submitted through mail or courier service.
- In the event a registered vendor electronically submits a solicitation response and also mails hard copy documents that are not identical, the vendor should explain which response is valid for the

state's consideration. In the absence of such explanation, the state reserves the right to evaluate and award the response which serves its best interest.

Addendum Document: If an addendum document is subsequently issued, please follow these steps to accept the addendum document(s).

1. If you have not accepted the original solicitation document go to the **Overview** page, find the section titled, **Original Solicitation Documents**, review the solicitation document(s) then click on the box under **Select, and** then click on the **Accept** button.
2. To accept the addendum document, on the **Overview** page find the section titled **Addendum Document**, review the addendum document(s) then click on the box under **Select, and** then click on the **Accept** button.

Note: If you submitted an electronic response prior to the addendum date and time, you should review your solicitation response to ensure that it is still valid by taking into consideration the revisions addressed in the addendum document. If a revision is needed to your solicitation response and/or to indicate your acceptance of the addendum document, you will need to retract your response and re-submit your response by following these steps:

1. Log into **MissouriBUYS**.
  2. Select the **Solicitations** tab.
  3. Select **View Current Solicitations**.
  4. Select **My List**.
  5. Select the correct **Opportunity Number (Opportunity No)**; the **Overview** page will display.
  6. Click on **Review Response** from the navigation bar.
  7. Click on **Retract** if your response needs to be revised.
  8. A message will come up asking, "Are you sure you want to retract the Bid". Click on **Continue** to confirm.
  9. Click on **Respond** and revise as applicable.
  10. Click on **Review Response** from the navigation bar and then click on **Submit** to submit your response.
- **HARD COPY RESPONSES:** Be sure to include the solicitation/opportunity (OPP) number, company name, and a contact name on any hard copy solicitation response documents.

**End of Instructions for Submitting Solicitation Response**

## 1. INTRODUCTION AND GENERAL INFORMATION

### 1.1 Introduction:

1.1.1 This document constitutes a request for competitive, sealed proposals for the provision of marketing agencies to serve as the marketing agency of record for the Missouri Division of Tourism services as set forth herein.

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

- 1) Introduction and General Information
- 2) Contractual Requirements
- 3) Proposal Submission Information
- 4) Pricing Page(s)
- 5) Exhibits A - O
- 6) Attachment 1 – Evaluation Criteria
- 7) Terms and Conditions
- 8) Attachment 2 – “It’s Your Show” Marketing Campaign Examples
- 9) Attachment 3 – Paid Media Schedule
- 10) Attachment 4 – Fiscal Year 2019 Budget
- 11) Attachment 5 – Personnel Qualifications and Minimum Requirements
- 12) Attachment 6 – Project Approval Request Form
- 13) Attachment 7 - Media Authorization Form

The vendor is advised that attachments exist to this document which provide additional information and instruction. These attachments are separate links that must be downloaded from the MissouriBUYS Statewide eProcurement System at: <https://missouribuy.mo.gov/bidboard>. It shall be the sole responsibility of the vendor to obtain the attachments. The vendor shall not be relieved of any responsibility for performance under the contract due to the failure of the vendor to obtain a copy of the attachments.

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

- a. The buyer may be contacted via e-mail or phone as shown on the first page, or via facsimile to 573-526-9816.
- b. Only those questions which necessitate a change to the RFP will be addressed via an addendum to the RFP. Written records of the questions and answers will not be maintained. Vendors are advised that any questions received less than ten (10) calendar days prior to the RFP opening date may not be addressed.
- c. The vendor may contact the Office of Equal Opportunity (OEO) regarding MBE/WBE certification or subcontracting with MBE/WBE companies.

1.2 **Pre-Proposal Conference** - A pre-proposal conference regarding this Request for Proposal will be held on Monday, April 15, 2019, at 2:00 p.m. CST, in Room 750 of the Harry S Truman Building, 301 West High Street, Jefferson City, Missouri.

- 1.2.1 Pre-Proposal Conference Agenda - The vendor should bring a copy of the RFP since it will be used as the agenda for the pre-proposal conference.
- 1.2.2 Pre-Proposal Conference RFP Questions – All potential vendors are encouraged to attend the Pre-Proposal Conference as it will be used as the forum for questions, communications, and discussions regarding the RFP. The vendor should become familiar with the RFP and develop all questions prior to the conference in order to ask questions and otherwise participate in the public communications regarding the RFP.
- a. Prior Communication – Prior to the Pre-Proposal Conference, the vendor may submit written communications and/or questions regarding the RFP to the buyer identified on page one. Such prior communication will provide the State of Missouri with insight into areas of the RFP which may be brought up for discussion during the conference and which may require clarification.
  - b. During the Pre-Proposal Conference, it shall be the sole responsibility of the vendor to orally address all issues previously presented to the buyer by the vendor, including any questions regarding the RFP or areas of the RFP requiring clarification.
  - c. Addendum to the RFP - Any changes needed to the RFP as a result of discussions from the Pre-Proposal Conference will be accomplished as an addendum to the RFP. Neither formal minutes of the conference nor written records of the questions/communications will be maintained.
- 1.2.3 Vendors are requested to advise the Division of Purchasing within five (5) working days of the scheduled pre-proposal conference of any accommodations needed.

### **1.3 Background Information:**

- 1.3.1 Recognizing the role of tourism in creating a strong economy for Missouri, the 74<sup>th</sup> General Assembly created the Missouri Tourism Commission in 1967. The Missouri Division of Tourism (MDT) is the administrative arm of the commission and is an agency of the Department of Economic Development.
- a. The Missouri Tourism Commission consists of 10 members:
    - 1) The lieutenant governor;
    - 2) Two members of the Senate of different political parties, appointed by the president pro tem of the Senate;
    - 3) Two members of the House of Representative of different political parties, appointed by the speaker of the House; and
    - 4) Five other persons appointed by the governor who may include, but are not limited to, persons engaged in tourism-oriented operations. No more than three of the governor's appointees shall be of the same political party.
  - b. The MDT is responsible for promoting Missouri as a premier destination for tourists from throughout the United States and from around the world. The MDT is dedicated to encouraging visitation from travelers who live within a day's drive of Missouri as well as increasing Missouri's share of the growing international and other niche markets.
  - c. The Chairman of the Missouri Tourism Commission and the director of the MDT report to each regular session of the General Assembly, in the field of tourism promotion and related subjects in Missouri.
- 1.3.2 Specific activities of the MDT include:
- a. Executing an integrated marketing plan for domestic marketing using paid, earned, shared and owned media to create a brand image for the State of Missouri that inspires and motivates travelers to visit and experience Missouri.

- 1) Past marketing examples from the “It’s Your Show” campaign are included as Attachment 2, a paid media schedule is included as Attachment 3, and the FY19 budget is included as Attachment 4. Note: The budget provided is for marketing developed pursuant to the requirements of C315054001. The requirements of C315054001 are different than the requirements of this RFP. Therefore, the budget contains things that may or may not be required herein.
  
- b. In 2013, MDT launched the “Enjoy the Show” brand based on research conducted by Strategic Marketing Research Insights beginning in 2012. The brand position, logo and word mark are based on this research. The current marketing campaign, “It’s Your Show” encompasses paid, owned and shared media and features real families, couples, and friends enjoying vacations in Missouri and documenting it through go-pro cameras and selfies, as travelers do every day.
  - 1) Paid Media – For the current “It’s Your Show” campaign the agency of record developed the following:
    - Swartz - Omaha Family: 15 sec TV Spot, 30 sec TV Spot, 2:20 - Intro Video, 2 print pieces (state fair and WWI museum), 11 Social / web video - lived on the microsite, 59 Animated Digital Ads (display, mobile and video), 3 video banners, and 8 static banners.
    - McCords -Chicago Family: 15 sec TV Spot, 30 sec TV Spot, 2:20 - Intro Video, 2 print pieces (City Museum and Zoo), 10 Social / web video - lived on the microsite, 59 Animated Digital Ads (display, mobile and video), 3 video banners and 8 static banners.
    - Ian and Kristina - Memphis Couple: 15 sec TV Spot, 30 sec TV Spot, 2:20 - Intro Video, 2 print pieces (Canoe and winery), 21 Social / web video - lived on the microsite, 59 Animated Digital Ads (display, mobile and video) and 8 static banners.
    - Girls Trip - Nashville Group: 15 sec TV Spot, 30 sec TV Spot, 2:20 - Intro Video, 2 print pieces (Winery and Jazz Bistro), 9 Social / web video - lived on the microsite, 11 Animated Digital Ads (display, mobile and video) and 1 video banner.
    - Guys Trip - Tulsa Group: 15 sec TV Spot, 30 sec TV Spot, 2:20 - Intro Video, 2 print pieces (Mizzou and Golf), 8 Social / web video - lived on the microsite, and 11 Animated Digital Ads (display, mobile and video).
    - McClellens - Little Rock Couple: 15 sec TV Spot, 30 sec TV Spot, 2:20 - Intro Video, 2 print pieces (Bridge Route 66 and Branson Belle), 13 Social / web video - lived on the microsite, 11 Animated Digital Ads (display, mobile and video).
    - Lonnie and Megan - Louisville Couple: 15 sec TV Spot (generic), 15 sec TV Spot (romance), 30 sec TV Spot, 2:32 - Intro video, 3 print pieces (Rock Bridge, Oktoberfest and Governor's Mansion), 15 Web videos (this never actually went on the web since we scraped fall last year), 6 Digital Ads.
    - Corray Family: 15 sec TV Spot, 30 sec TV Spot, 2 print pieces (boating and paddle boarding)
    - Manno Family: 15 sec TV Spot, 30 sec TV Spot, 2 print pieces (Elephant Rocks and Johnson’s Shut-Ins)
  - 2) Earned Media - MDT staff, working with the designated public relations professionals at the agency of record, develop and execute an earned media plan that includes integrated and themed campaigns aligned with overall marketing strategy. The team uses tactics that include the following:
    - Writing and distributing press releases,
    - Identifying media targets for planned story pitches,

- Planning and execution of media events,
  - Desk-side briefings,
  - Media familiarization (FAM) tours, and
  - Periodic information exchange sessions with the Missouri tourism industry.
- 3) Shared Media - MDT currently has a presence on Facebook, Instagram, Twitter, YouTube, and Pinterest. MDT staff and designated agency of record team members determine channels and schedule content to engage and convert potential travelers and encourage them to further advocate for Missouri travel by sharing content to their communities.
- 4) Owned – MDT staff, and the designated agency of record team members write, design, and distribute timely Missouri information through owned platforms such as the Official Missouri Travel Guide, VisitMO.com, and email marketing.
- VisitMO.com is the primary fulfillment piece in response to all of MDT’s marketing. The newly designed website launched in April 2018 and is managed by MDT and the website development agency staff. VisitMO.com can be viewed at the following link: <https://www.visitmo.com/>
  - The Official Missouri Travel Guide is a printed magazine-style publication that is offered free of charge to potential travelers. MDT produces the editorial content and most of the images in-house. The layout, design and advertising sales are contracted to a third party vendor. The guide is available by request through a form on VisitMO.com or by calling the MDT offices in Jefferson City. MDT official welcome centers, affiliate centers and other Missouri convention and visitors’ bureaus and chambers of commerce also distribute the guide. The fulfillment packet (a travel guide and an official Missouri State Highway map) is mailed by third party mail house or from MDT’s office.
  - A monthly email is distributed to approximately 200,000+ visitors who have subscribed to receive travel information.
- c. Maintain a robust Cooperative Marketing Program that is delivered in three components 1) Marketing Matching Grants (MMG), 2) Marketing Platform Development (MPD), and 3) Search Engine Marketing (SEM). The MMG program provides up to 50 percent reimbursement to Destination Marketing Organizations (DMOs) for pre-approved marketing projects. The MPD program is available to smaller DMOs to assist with image asset procurement, brochure or website development and other marketing materials. The SEM program leverages MDT’s pay per click program with DMOs participation to facilitate better rates for all.
- d. Market to international travelers in Canada and the United Kingdom (for more than 20 years). Through MDT’s membership in Mississippi River Country, a regional marketing organization comprised of the 10 states that border the Mississippi River, MDT also participated in outreach opportunities in Japan and to a limited extent in South Korea. Recently, Missouri joined the regional destination marketing organization (DMO) Travel South USA (TSUSA) and has begun marketing to German, Nordic, and Australian visitors through a collective TSUSA partnership. All international marketing activities are managed by MDT’s contract, number CS160013001, with Legacy Dimensions. That contract also is responsible for MDT’s Domestic group travel effort, which focuses on marketing to professional travel providers.
- e. Operate eight (8) Official Welcome Centers with staff that interact with visitors, suggest additional places to go and things to see in the state. They distribute literature that includes the Missouri Travel Guide, maps, and information pieces specific to Missouri destinations and attractions.

- f. Maintain relationships with tourism-related partners within the State, such as the Missouri Travel Council and the Missouri Association of Convention and Visitors Bureaus, to ensure that the state agency is meeting the needs of its major constituencies.
- g. Maintain relationships with regional and national tourism organizations including the U.S. Travel Association, Brand USA, the aforementioned Travel South USA and Mississippi River Country, Travel and Tourism Research Association (TTRA), American Bus Association, Missouri Highway 36 Heritage Alliance, Route 66 Association of Missouri and others.
- h. Conduct systematic research to look at current consumer trends, measure past marketing efforts and to look at state agency internal customer satisfaction and products. MDT conducts pre and post testing of campaigns. The research determines the return on investment (ROI) on all tourism-related marketing expenditures in an effort to gauge the effect of tourism on the state's economy and quantify tax revenues and jobs generated through tourism. Research studies can be viewed at the following link: <https://industry.visitmo.com/research>. Additional research listed below is available upon request:
  - 1) Strategic Marketing and Research Insights Reports:
    - Branding Research 2011
    - Advertising Concept Focus Group Research
    - Marketing Effectiveness Research
  - 2) Tourism Economics (An Oxford Company)
    - Economic Impact of Tourism in Missouri Summary
    - Missouri Tourism County by County
  - 3) Longwoods International
    - Missouri Halo Effect Study 2016
  - 4) OmniTrak Data
    - Demographics & Characteristics of Missouri's FY18 Travelers
  - 5) Monthly Barometer Research Reporting
  - 6) Film Commission Annual Report.
- i. House and support the Missouri Film Office to develop, coordinate and market the film industry and film-related activities in Missouri. The Missouri Film Office serves as the official central point of contact for all statewide inquiries: film, TV shows/segments, commercials, web content and digital media.
- j. The MDT annual report, other research and information can be obtained from the Division of Tourism's website at <https://industry.visitmo.com/research>. MDT's market strategy is devised from an examination of market size, competitive media activity and Missouri Association of Convention and Visitor Bureaus (MACVB) partner's media activity. Recent media evaluations have included the following:
  - 1) Cluster Concentrations
  - 2) Inquiry numbers
  - 3) Propensity to visit
  - 4) Spending Rankings
  - 5) Distance from MO
  - 6) Visitation
  - 7) Market size
  - 8) Price

1.3.3 Contract Records – The State of Missouri, Division of Purchasing has several existing contracts for the Division of Tourism for similar or related services. All these contracts and the proposal and evaluation documentation leading to the award of the contracts are available to be viewed and printed from the Division of Purchasing's Awarded Bid & Contract Document Search System located on the internet at: <http://oa.mo.gov/purchasing>. The bid numbers and existing contract numbers that are for similar or related



services are provided below. Please reference the bid number or the contract number shown below when searching for these documents.

Title of Contract	Bid Number	Contract Number
Advertising Agency of Record for Missouri Tourism	B3Z15054	C315054001
Fulfillment Services	RFPS30034901700433	CS170433001
Website	RFPT30034901600668	CT160668001
Research Services	RFPS30034901700713	CS170713002 (SMARI), CS170713004 (OmniTrak/TravelTrakAmerica), CS170713001 (Tourism Economics) and C305003001 (RUF Strategic Solutions)
Design, Production, Printing for Missouri Travel Guide Publication	RFPS30034901700155	CS170155001
Missouri Tourism Tradeshow Services	RFPS30034901600031	CS160031001
Database Management	RFPS30034901700125	CS170125001

- 1.3.4 Although an attempt has been made to provide accurate and up-to-date information, the State of Missouri does not warrant or represent that the Background Information provided herein reflects all relationships or existing conditions related to this Request for Proposal.

## **2. CONTRACTUAL REQUIREMENTS**

### **2.1 General Requirements:**

- 2.1.1 The contractor shall develop and provide an integrated marketing program including, but not limited to those services listed below, and shall provide all those services customarily performed by a modern, professional, full service marketing agency as the marketing agency of record for the Missouri Tourism Commission/Division of Tourism, which includes the Missouri Film Office (hereinafter referred to as the “state agency”):
- a. Paid Media, including creation, preparation and placement of advertising in various domestic paid media and markets, and possible support for international marketing efforts,
  - b. Earned Media,
  - c. Shared Media,
  - d. Owned Media including website development and management and email marketing,
  - e. Cooperative marketing,
  - f. Partnerships, and
  - g. Promotions.

### **2.2 Contractor Requirements:**

- 2.2.1 The contractor must currently be and must have been operating as a full service marketing agency for a minimum of five (5) years.
- a. Because the contractor will be marketing the advantages of the State of Missouri as a travel destination and promoting the positive attributes of the State of Missouri, the contractor must operate an office within the geographic boundaries of the State of Missouri. The contractor shall agree and understand that the state agency requires most meetings between the contractor and the state agency be held at the state agency office in Jefferson City, Mo.
  - b. While operating as a full-service marketing agency, the contractor must, within the last two (2) years, have had at least one (1) consumer-targeted account with annual media billings of approximately four million dollars (\$4,000,000.00) using broadcast, digital, and print media.
  - c. On the effective date of the original contract period herein, the contract for the State of Missouri shall not represent more than thirty percent (30%) of the contractor’s total annual billings. Throughout the effective period(s) of the contract, the contractor should never have any one (1) account/current client who represents more than thirty percent (30%) of the contractor’s total annual billings.
  - d. For purposes of the above requirements, if the contractor is responsible for the media purchases, even if the actual expenditures do not pass through the contractor’s fiscal office, it shall be considered the contractor’s media billings.
- 2.2.2 The contractor must become and must remain a member of the Missouri Travel Council and Missouri Association of Convention and Visitor Bureaus (MACVB), and shall pay all associated membership fees for such membership and for any other memberships the contractor maintains.
- 2.2.3 The contractor shall furnish all material, labor, facilities, equipment, and supplies necessary to perform the services required herein to the sole satisfaction of the state agency in accordance with the provisions and requirements stated herein in order to assist the state agency in meeting its objectives of:
- a. Position Missouri to effectively compete for travel and tourism market share
  - b. Provide strong leadership for the Missouri tourism industry
  - c. Provide timely, relevant and actionable research to Missouri Division of Tourism and industry partners
  - d. Enhance the effectiveness of the Missouri Division of Tourism’s marketing

- e. Support the Missouri Film Office in becoming the hub of all film and creative media-related activity within the State

## 2.3 Contractor's Personnel Requirements:

2.3.1 Account Team Requirements - Unless otherwise approved by the state agency on a case-by-case basis, the contractor must provide and assign an account team consisting of the number and type of representatives with the qualifications/requirements as identified on Attachment 5 who shall serve as the primary contact people for the state agency regarding the specific area of expertise identified. For purposes of this document, if a team member is required to be "dedicated" it shall be deemed to mean that such person prioritizes the state agency account and shall not allot majority of time to any other account team(s) of the contractor.

- a. Upon contract award, the contractor shall provide the state agency with a staffing chart of the account service personnel identified in contractor's awarded proposal as the dedicated staff assigned to the state agency's account. The chart shall identify who shall be available and on-call for the state agency seven (7) days a week, twenty-four (24) hours a day. The contractor shall notify the state agency two-weeks prior to any changes in the account service person(s) provided.
  - 1) The staffing chart must also identify contact information for such person(s) throughout the effective period of the contract.
  - 2) Unless prior arrangements are approved by the state agency, the account service person who is assigned to be available to the state agency shall be the same person each time with a consistent phone number, to include a personal mobile phone number.
- b. In addition to the individual minimum qualifications stated on Attachment 5, the majority of the assigned account team must be qualified through experience and training in travel and tourism marketing.
- c. Throughout the effective period of the contract, the contractor and the personnel assigned to the account team must become and stay involved in tourism industry activities and must become knowledgeable about the State of Missouri and its attributes.
  - 1) In the event that the total budget available for the state agency account falls below \$4,500,000.00, the budget will be modified via a formal contract amendment to reduce the requirement for full time equivalent personnel to a level/percentage of personnel that is mutually agreeable between the contractor and the state agency, based on the total budget available. Inability to reach agreement shall be grounds for termination and rebid of the contract.

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

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

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

2.3.3 Liquidated Damages - Personnel - The contractor shall agree and understand that the availability of the specific personnel as required herein and on Attachment 5 is considered critical to the efficient operations of the state agency. However, since the amount of actual damages would be difficult to establish in the event the contractor fails to comply with the requirements, the contractor shall agree and understand that the amount identified below as liquidated damages shall be reasonable and fair under the circumstances.

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

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

2.3.5 Authorized Personnel:

- a. The contractor shall only employ personnel authorized to work in the United States in accordance with applicable federal and state laws. This includes but is not limited to the Illegal Immigration Reform and Immigrant Responsibility Act (IIRIRA) and INA Section 274A.

- b. If the contractor is found to be in violation of this requirement or the applicable state, federal and local laws and regulations, and if the State of Missouri has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States, the state shall have the right to cancel the contract immediately without penalty or recourse and suspend or debar the contractor from doing business with the state. The state may also withhold up to twenty-five percent of the total amount due to the contractor.
- c. The contractor shall agree to fully cooperate with any audit or investigation from federal, state, or local law enforcement agencies.
- d. If the contractor meets the definition of a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, the contractor shall maintain enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the contracted services included herein. If the contractor's business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, then the contractor shall, prior to the performance of any services as a business entity under the contract:
  - 1) Enroll and participate in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; AND
  - 2) Provide to the Division of Purchasing and Materials Management the documentation required in the exhibit titled, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program; AND
  - 3) Submit to the Division of Purchasing and Materials Management a completed, notarized Affidavit of Work Authorization provided in the exhibit titled, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization.
- e. In accordance with subsection 2 of section 285.530, RSMo, the contractor should renew their Affidavit of Work Authorization annually. A valid Affidavit of Work Authorization is necessary to award any new contracts.

## **2.4 Integrated Marketing Program Requirements:**

- 2.4.1 Integrated Marketing Program Development Requirements: By no later than fourteen (14) calendar days after the state agency authorizes the contractor to proceed with services, the contractor shall schedule and meet with state agency personnel and other designees, as determined by the state agency, to discuss the integrated marketing program (methodology, approach, and work plan), submitted by the contractor in the contractor's awarded proposal and to obtain any specific information, data, and instructions necessary to finalize the proposed integrated marketing program. The state agency shall have the right to modify, require changes, research testing or any additional elaboration to the integrated marketing program as deemed necessary to accomplish and fulfill the needs of the state agency, including, but not necessarily limited to, the strategy of objectives, media schedules, budget allocations, etc.
  - a. By no later than thirty (30) calendar days after such meeting, the contractor shall revise the integrated marketing program pursuant to the requirements specified by the state agency in the meeting specified above and shall finalize and submit the final written research based integrated marketing program to the state agency for review and approval. The integrated marketing program shall be designed for the maximum budget amount specified by the state agency. The integrated marketing program must accomplish the following:
    - 1) Persuading and encouraging visitors to travel to Missouri;
    - 2) Clearly differentiate Missouri from other travel destinations;

- 3) Improving consumer perceptions of Missouri as a travel destination, promoting the positive attributes of the state, and increasing visitation and spending in Missouri;
- 4) Increasing consumer desire to seek additional travel information on VisitMO.com;
- 5) Expanding awareness of Missouri attributes that are considered important to prospective Missouri travelers;
- 6) Where appropriate, include messaging about tie-ins to films about Missouri or shot on location including driving tours, attractions and other opportunities; and
- 7) In addition, the integrated marketing program must include paid, earned, shared, and owned media.

2.4.2 Integrated Marketing Program Implementation Requirements: The contractor shall implement, operate, and satisfy all requirements of the state agency approved integrated marketing program.

- a. Any modifications to the integrated marketing program including development of a new integrated marketing program shall be developed and implemented in accordance with the requirements specified herein.
- b. The contractor must have and follow a written plan for obtaining the state agency's approval of the development and implementation of each project/activity in the integrated marketing program.
  - 1) No later than thirty (30) calendar days following the state agency's approval of the final integrated marketing program, the contractor must provide the state agency with a draft of the written implementation plan. The contractor shall agree and understand that the state agency shall have the right to require changes, additions, or additional elaboration to the implementation plan in order to ensure a detailed and comprehensive implementation plan exists. The contractor shall not proceed until the state agency has approved the written implementation plan.
  - 2) The written implementation plan must include steps, criteria, and guidelines that shall be followed by the contractor to obtain the state agency's approval for marketing program projects/activities. The contractor must comply with, including but not limited to, the following in the written implementation plan:
    - The contractor must have a creative meeting with the state agency and designees of the state agency to discuss concepts.
    - The contractor must submit a Project Approval Request Form and a Media Authorization for each project/activity and must obtain the state agency's written approval prior to proceeding with any project/activity. A copy of a sample Project Approval Request Form is included as Attachment 6 and a Media Authorization Form is included as Attachment 7.
    - Prior to final development of the written implementation plan, the contractor must submit all creative concepts to the state agency for review and comments in the form of rough layouts with a written copy.
    - After rough layout, design, and copy are approved by the state agency, the contractor shall prepare comprehensive layouts and submit them to the state agency for final review and comments.
    - The contractor shall not complete a project/activity nor have it produced until the contractor receives final written approval of copy and concepts from the state agency.
    - Unless another time frame is approved or specified by the state agency on a case-by-case basis, the contractor must provide the state agency with a minimum of fourteen (14) calendar days for state agency initial review, comments, and approval.

- ✓ If the state agency requires corrections or changes or requires the project/activity to be redone at any phase in its development, the contractor must perform the required corrections and changes.
- ✓ Liquidated Damages – Written Implementation Plan - The contractor shall agree and understand that scheduling at least fourteen (14) calendar days for initial review by the state agency is considered critical to the efficient operations of the state agency. However, since the amount of actual damages would be difficult to establish in the event the contractor fails to comply with the scheduling requirements, the contractor shall agree and understand that the contractor shall be assessed liquidated damages in the amount of \$1,000 for each twenty-four (24) hour day less than fourteen (14) calendar days that the contractor provides the state agency for review and that such amount shall be considered reasonable and fair under the circumstances.
  - The contractor shall agree and understand that such liquidated damages shall either be deducted from the contractor's invoices pursuant to the contract or paid by the contractor as a direct payment to the state agency at the sole discretion of the state agency.
  - The contractor shall understand that the liquidated damages described herein shall not be construed as a penalty.
  - The contractor shall agree and understand that all assessments of liquidated damages shall be within the discretion of the State of Missouri and shall be in addition to, not in lieu of, the rights of the State of Missouri to pursue other appropriate remedies.
- c. The state agency has or will have separate contracts for other services that all relate to the objectives of the state agency. Some, but not necessarily all such other contracts are identified in the Introduction and General Information section of this document. As part of the total marketing effort of the state agency, the contractor shall cooperate with any and all such other contractors and shall coordinate advertising and marketing services as required by the state agency in order for a cooperative/coordinated advertising message to be presented to the public.
- d. In the implementation and operation of the integrated marketing program, working with state agency staff as determined by the state agency, the contractor shall prepare creative content, advertisements, presentation materials and collateral materials to include, but not be limited to, copy and layouts, collateral, finished artwork, photographs, model fees, endorsements, testimonials, talent, story boards, scripts, music rights, filming, recording, video dubbing, editing, video production, equipment rentals, scenery, properties, costumes, display materials, sales promotion, merchandising materials, brochures, copy writing, digital assets, graphs, design, etc. as required to meet all contract requirements.
  - 1) The state agency has a significant amount of stock footage from previous photo and video shoots. The contractor shall have access to the state agency's pool of such stock footage for use in advertisements.
  - 2) The contractor shall agree that from time to time, the creative and/or production work for advertisements and/or the copy or creative concepts for advertisements may be provided by the state agency at the discretion of the state agency. In such cases, the contractor shall perform all other functions that may be necessary related to the advertisement, including media placement as directed and supplied by the state agency.
  - 3) As deemed necessary by the state agency, the contractor shall develop specialty advertising items, collateral materials, video multimedia and film presentations, and/or other promotions as requested.

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

- a. The contractor shall meet with media representatives on behalf of the state agency and shall have, if and when requested by the state agency, a written evaluation of each proposal submitted by media representatives.
- b. In ordering space, time, or other advertising means, the contractor shall not be acting as an agent of the State, and shall not represent itself to be acting as an agent of the State. The contractor shall inform each media representative supplying space, time, or other advertising means that the contractor is not acting as an agent for the State and that the contractor shall be solely liable for payment to the media representative.
  - 1) The contractor shall only be permitted to invoice the state agency for media space, time, or other such advertising means at the negotiated rate after the advertising has been aired, published, or otherwise completed. See the Invoicing and Payment Requirements section of this document.
- c. The contractor shall properly incorporate approved messages in mechanical or other necessary forms and forward it with instructions for the fulfillment of the advertising order, check and verify instructions, displays, broadcasts, or other media to be utilized, to such a degree as normally performed by advertising agencies and as regarded as good practice. Even though the state agency approval has been received, the contractor shall be responsible for ensuring that there are no typographical errors or omissions in the final advertisements, direct mail pieces, newsletters or any other public relations or marketing material.
- d. The contractor shall agree and understand that the state agency shall have the right, at any time, to cancel any space or time previously authorized for publication or broadcast, provided the publisher or other owner of said space or time will accept such cancellation without financial penalty, or if a penalty, provided the state agency shall pay any resulting costs or penalties.
- e. The contractor shall audit and verify accuracy of all invoices submitted by the media or broadcasters for space, time preparation, and promotional services.
- f. Documentation and Reporting - The contractor shall prepare and maintain the following documentation and shall submit reports to the state agency as further explained in the Reporting and Recordkeeping Requirements section of this document.
  - 1) The contractor must provide the state agency with copies of all insertion orders, change orders, and purchase orders with media/broadcast suppliers.
  - 2) The contractor must provide the state agency with tear sheets, publishers affidavit of publication or broadcast, and/or electronic equivalent noted with the date of publication.
  - 3) The contractor shall provide the state agency with monthly reports regarding media purchases, budget and planning.

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

2.4.5 Integrated Marketing Program – Paid Media Requirements:



- a. The contractor shall provide detailed data including recommendations for target markets and audience segments.
- b. The contractor shall develop evaluation measures of the achievement of the state agency's goals and analysis of advertising reach and other outcome data including return on investment (ROI) on all tourism-related expenditures in an effort to gauge the effect of tourism on the state's economy.
- c. The contractor shall review and make use of the state agency's past research efforts in all advertising development. If other research is utilized to develop the integrated marketing program, such research should be clearly identified in the integrated marketing program.
- d. The contractor shall utilize the state agency logo to accomplish the stated objectives. In addition, if desired by the state agency at any time, the contractor shall develop a completely new integrated marketing program based on a new slogan, theme, and logo. Such development shall be at the sole direction of the state agency, based on market research.
- e. If required by the state agency, the contractor shall market to specific target markets as identified by segmentation, awareness, and other niche market research.

2.4.6 Integrated Marketing Program – Earned Media Requirements:

- a. The contractor shall use public relations strategies to promote Missouri as a viable destination for travelers. If required by the state agency, the contractor shall perform any of, but not necessarily limited to, the following public relations activities:
  - 1) Monitor and report all media activity using a media monitoring service. The contractor will work with the state agency in developing appropriate measurements.
  - 2) Develop and implement a strategic public relations plan as a component of the division's overall integrated marketing plan.
  - 3) Management of contracts with public relations sub-contractors.
  - 4) Write, edit and distribute news releases, articles, editorial copy and other content for state agency assets.
  - 5) Proactively pitch stories to media representatives.
  - 6) Respond to media inquiries for information if needed.
  - 7) Maintain a database of tourism public relations contacts throughout the state.
  - 8) Utilize media contact software to develop a targeted media list of local, regional, and national media and maintain a database.
  - 9) Assist in developing and executing media missions to media hubs, such as New York, Des Moines, Chicago, Dallas and Los Angeles.
  - 10) Assist in developing materials for media trade shows and participation in trade shows.
  - 11) Assist in developing press tour concepts and itineraries.
  - 12) Assist in executing press tours.
  - 13) Work with the media buyer to leverage media buys and obtain value added editorial opportunities.
  - 14) Develop speaking points for tourism outreach/promotional efforts.
  - 15) Develop and execute creative attention-getting campaigns either independently of general market ad campaigns or supporting such campaigns.
  - 16) Plan and implement events designed to garner media attention for the destination and its attractions.
  - 17) Develop partnerships with appropriate brand spokespersons to address specific areas, such as outdoor recreation, and culinary.

#### 2.4.7 Integrated Marketing Program – Shared Media Requirements:

- a. The contractor shall assist with execution of the shared media plan to include the following:
  - 1) The contractor shall monitor and research evolving social media platforms, best practices and changes within platforms to educate state agency staff and adjust plans accordingly.
  - 2) The contractor shall assign a community manager to monitor and reply to the state agency's followers on social media platforms.
  - 3) The contractor, while working with state agency staff, shall schedule and post content on the state agency's social media platforms within guidelines provided.
- b. The contractor shall use social media platforms to engage and interact with potential travelers and brand ambassadors. If required by the state agency, the contractor shall perform, but is not necessarily limited to, the following social media activities:
  - 1) Develop a social media strategy and plan for current social media channels: Facebook, Instagram, Twitter, YouTube, and Pinterest.
  - 2) Continually monitor new social media channels, practices and tools to ensure the division is effective in reaching target audience.
  - 3) Monitor performance and produce monthly reports and measurements on social media activity.
  - 4) Assist the division in the creation of content – brainstorming, writing, photography, videography, on-camera reporting.
- c. The state agency does not currently utilize social “listening” for sentiment analysis, content ideation, and social brand management, but the state agency would be willing to review and consider use of a sentiment analysis tool. The contractor should identify any sentiment analysis tools available to the state agency.

#### 2.4.8 Integrated Marketing Program – Owned Media Requirements:

- a. The contractor shall provide owned media to include, website development and maintenance, email design and distribution, and assistance with content creation.
  - 1) Content Creation: The contractor shall participate with content strategy, best practices and help assess performance and measurement. The contractor's team members must be available for content planning meetings, setting strategy and direction and measuring results.
  - 2) Email Program: The contractor shall assist the state agency with developing content, design and logistics for the monthly email program.

#### 2.4.9 Integrated Marketing Program - Owned Media - Website Development and Maintenance Requirements:

- a. The contractor shall provide development, and ongoing support/maintenance for various consumer and business-to-business websites that serve the traveling public and the tourism industry. These websites must be responsive/adaptive in nature and compatible with a variety of desktop and mobile devices. The contractor shall develop and integrate evolving new technologies to support the evolution of online marketing, and the integration of databases to support cross-communication among business units and partners. The contractor shall provide technical services and ensure brand and strategic business integration at all levels, when requested by MDT, for outreach and marketing initiatives. The contractor shall minimally rebuild/redesign the Industry portal (<https://Industry.VisitMO.com/>), its staging environments (<https://Industry.VisitMO-Staging.com>), and the live VisitMO.com site, and its test site (beta.visitmo.com) during the life of the contract. The Industry Portal is the management site with the tools to publish to VisitMO.com. The contractor should not host assets in a separate CDN, but the state agency reserves the right to ask for such recommendations upon the contract's award. The contractor and the state agency shall mutually agree to whether any additional hosting assets in a

separate CDN occur after contract award. The websites the contractor shall support include those listed below, and may include future sites developed for the purpose of furthering the state agency's marketing efforts:

- 1) [www.VisitMO.com](http://www.VisitMO.com)
  - 2) [https:// Industry.VisitMO.com/](https://Industry.VisitMO.com/)
  - 3) <https://Industry.VisitMO-Staging.com>
  - 4) <http://beta.VisitMO.com>
  - 5) [www.mofilm.org](http://www.mofilm.org)
  - 6) [VisitMO.com/media](http://VisitMO.com/media)
- b. All data shall reside at a state agency approved hosting environment, with access given to the contractor and state agency, as needed. The contractor shall be responsible for communicating with the host site contractor for resets and other maintenance/upgrades as needed.
- c. The contractor shall meet the following objectives in providing web development services to the state agency:
- 1) Assist the state agency in providing the public with accurate, up-to-the-minute, easily accessible and actionable travel information and travel planning tools via websites, mobile applications and other emergent technologies.
  - 2) Assist the state agency in providing continuous improvement to its websites and in maximizing customer service to the traveling public and/or tourism industry on existing websites.
  - 3) Work with the state agency to implement metrics to assess meeting the state agency's goals within the scope of this project.
  - 4) Advise and assist the state agency in maximizing Search Engine Optimization (SEO) to increase free/organic search results.
  - 5) Assist the state agency in fostering effective collaboration and communication with tourism industry partners.
- d. The contractor must have all relevant staff available to attend meetings on-site, at the state agency's discretion.
- e. The contractor should perform the web development services off-site at a location determined by the contractor.
- f. The contractor shall, at the state agency's direction, leverage current and emergent assets and technologies, to include responsive design, to continuously improve the user experience and provide tools that simplify and enable travel planning.
- g. The contractor shall, at the state agency's direction, support the maintenance, reporting, and continuous improvement upon site metrics, SEO and paid Search Engine Marketing (SEM), with the goal of maximizing website traffic and optimizing organic and paid search results.
- h. The contractor shall, at the state agency's direction, maintain testing platforms.
- i. The contractor shall, at the state agency's direction, capture website traffic analytics and trends to support decision making. Reports to the state agency's Brand Marketing team with analytics on content performance.

- j. The contractor shall continuously improve usability of state agency's websites to demonstrate leadership related to industry trends/requirements, accessibility, competitors' websites, and customer expectations.

2.4.10 The contractor must ensure the websites successfully integrate with, at a minimum, the following third party applications:

- a. Cloudflare;
- b. CrazyEgg;
- c. Facebook;
- d. Fusemail;
- e. Google Analytics;
- f. Google Font APT;
- g. Google Webmaster Tools;
- h. Google Maps API;
- i. MapQuest API;
- j. Picasa;
- k. RUF;
- l. Twitter;
- m. Fulfillment Center of Record; and
- n. YouTube.

2.4.11 The contractor must ensure the websites that undergo a full redesign retain listing detail pages (i.e. the individual business and event listings) and long-form content, such as articles and Trip Ideas.

2.4.12 The websites must utilize creative workflows for reviewing, approving, and publishing assets to the main and various sites.

2.4.13 The websites should utilize the state agency's current YouTube channel for publishing and managing shared video content. The contractor should provide recommendations for better approaches for integrating video content to the websites.

2.4.14 Information from people who sign up to receive emails from the state agency is transmitted into a database managed by a third-party vendor. The contractor must ensure the information submitted on online forms correctly passes through to the state agency's third-party vendor.

2.4.15 The contractor shall not be required to perform moderation capabilities within social communities including blogs and forums.

2.4.16 The state agency staff members fill the role as the Data Analyst and governance team to implement tags, guided by an existing set of website rules/standards. The contractor shall provide support to the state agency to create and upload content to tag pages.

2.4.17 The contractor should utilize a FedRAMP authorized solution.

## **2.5 Additional Programs - Cooperative Marketing Program Requirements:**

2.5.1 If required by the state agency, the contractor shall also include the following programs:

- a. Cooperative Marketing Program – The state agency administers the cooperative marketing program in partnership with Destination Marketing Organizations (DMOs) statewide. The program is comprised of three components: Marketing Matching Grant (MMG) which is a 50 percent matching program for paid media campaigns; Marketing Platform Development, a state agency investment in basic marketing platforms (website, visitor profile, etc.) for smaller DMOs; and the Search Engine Marketing (SEM) Partnership is a unified, coordinated effort to drive traffic directly to their website.

- 1) The contractor shall place approved media advertising for MMG participants in accordance with the most current version of the program guidelines. Only the largest DMOs can request for the contractor to place media through the MMG. Historically, there have been three (3) DMOs with a total spend of approximately \$925,000. A copy of the current year's guidelines can be found on the internet at the following address: <https://industry.visitmo.com/programs/2020-mm-g-and-mpd>. If required by the state agency, the contractor shall order all approved space, time, or other advertising means to accomplish the goals of the MMG participants and shall be able to demonstrate effective buying through cost savings. The contractor shall invoice the MMG participant for either fifty percent (50%) or one hundred percent (100%) of the cost of qualified advertisements placed by the contractor as instructed by the state agency.
  - If the state agency instructs the contractor to invoice the MMG participant at fifty percent (50%), the contractor shall provide a detailed invoice to the MMG participant and the state agency each for fifty percent (50%) of the cost of qualified advertisements. At the time of submission of the invoice, the contractor shall provide both the MMG participant and the state agency with the back-up documentation required in the MMG Guide & Reports. The MMG Guide & Reports can be found at the following address:  
  
<https://industry.visitmo.com/programs/2020-mm-g-and-mpd>.
  - If the state agency instructs the contractor to invoice the MMG participant at one hundred percent (100%), the contractor shall provide a detailed invoice and backup documentation as required in the MMG Guide & Reports to the MMG participant for the total cost of qualified advertisements and shall provide the state agency with a copy of the contractor's invoice to the MMG participant.
  - The contractor must obtain prior approval from the state agency on all cooperative advertisements to ensure that the state agency logo and/or credit line is included on all ads and complies with state agency guidelines for cooperative marketing. The state agency guidelines can be found in the state agency guidelines for cooperative marketing in the link below. The state agency logo guidelines can be found at the following address:  
  
<https://industry.visitmo.com/programs/2020-mm-g-and-mpd>.
  - If requested by mid-sized DMOs, the contractor must create/design advertisement(s) for the purpose of advertising through the Cooperative Marketing Program. The contractor shall provide twenty (20) hours of design services per DMO, which includes consultation and editing session(s). This service will be limited to ten (10) participants; therefore, the contractor shall provide creative design services for a maximum of 200 hours per fiscal year. Any DMO that wishes to exceed 20 hours of services will have the opportunity to contract independently with the marketing agency of record at a pre-determined hourly rate. The state agency will work with the contractor to determine timeline(s) for the DMO's creative design production.
  - In addition, the contractor must provide four (4) generic advertisement design templates per fiscal year to be used by smaller DMOs at no cost. The four (4) templates must be provided to state agency by March 1<sup>st</sup> each calendar year, for use the next fiscal year in the following sizes: a full-page advertisement, half-page advertisement, quarter-page advertisement and an 1/8-page advertisement. The contractor's templates must be self-sufficient, allowing the DMO to insert photos, logos and copy to create their own advertisement.
  - At the direction of the MDT, the contractor must use the established search engine-marketing program.

b. Cooperative Marketing Reports:

- 1) The contractor shall submit a monthly cooperative marketing report describing media placed and media yet to be placed on behalf of cooperative marketing destination advertising participants.
- 2) By January 31 each calendar year, the contractor shall review past research and submit a list to the state agency for approval of all potential media and markets that are both appropriate for the program participants and meet the objectives of the state agency. The contractor shall participate in the review by the state agency of any additions to the media list and markets list that may take place throughout the year.
- 3) If required by the state agency, the contractor shall collect, analyze and review participating destination marketing organization media plans to maximize media coverage throughout the target markets and leverage the placement costs to develop the best possible “state rate” for the state agency’s Media Exchange Plan.

c. Other Additional Programs – If required by the state agency, the contractor shall perform other additional programs as part of the total marketing plan effort of the state agency. Examples of such additional programs may include, but not necessarily be limited to promotions of the Civil Rights Trail in Missouri, State Parks, Governor’s Conference on Tourism, Route 66, the Missouri Bicentennial and any other promotions or programs that might arise. The state agency shall specify the type of and requirements of any other additional programs at the time of identification of the need for the additional program.

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

## **2.6 Other Specific Performance Requirements:**

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

- a. If required by the state agency, the contractor must attend a meeting with the parties listed below in Jefferson City, Mo., or at another location if another location is agreeable to all parties. The contractor will be contacted to schedule the meeting at a time that is convenient to all parties at least two (2) calendar weeks prior to the date of such meeting.
  - 1) State agency personnel;
  - 2) Personnel from the independent research company(ies) contracted by the State of Missouri to provide research services for the state agency;
  - 3) Personnel from the independent company contracted by the State of Missouri to produce the state agency’s marketing publications; and
  - 4) Other state agency designees, as determined necessary by the state agency.
- b. During such meeting, the contractor shall provide media background information up to and including media plans, campaign and marketing project budget information. In addition, if required, the contractor must discuss research design and methodology and must provide input into possible survey questions and other areas as deemed necessary.

2.6.2 If and when required by the state agency and in accordance with the schedule specified by the state agency, the contractor shall send specific personnel required by the state agency to Missouri’s marketing regions and attend various tourism-related meetings and conferences (such as Tourism Commission Meetings, the

annual Governor's Conference on Tourism, Missouri Travel Council Meeting, and MACVB Meetings in an effort to stay abreast of state tourism happenings and events.

- a. The contractor shall agree and understand that except in special circumstances, state agency personnel shall attend the meetings/conferences and make the marketing region visits with the contractor's personnel. The contractor shall coordinate with the state agency pursuant to state travel regulations.
  - 1) The contractor shall be responsible for travel expenses and meeting costs (such as registration fees) for required visits and required attendance at each meeting/conference for the contractor's personnel.

2.6.3 Competitive Bid Requirements - The state agency reserves the right to require the contractor to competitively bid any service/program that will be performed by a subcontractor at any time during the effective period of the contract. The contractor must comply with the following requirements related to the competitive bid process:

- a. The contractor shall develop written bid specifications and requirements for the services required and shall submit the written bid specifications to the state agency for input and suggestions.
- b. The contractor shall develop a list of potential vendors to issue the bid specifications to and shall include any companies recommended by the state agency on the list.
- c. The contractor shall issue the bid specifications, shall answer all questions from potential vendors regarding the specifications, and shall receive and evaluate the bids.
- d. The contractor shall present the final recommended vendor to the state agency and designees for final approval of the company who will be awarded the subcontract to provide the required additional program.
- e. The contractor shall administer and manage the awarded subcontract in its entirety. If the contractor determines that the awarded subcontractor is not performing in a satisfactory manner, the contractor must obtain the prior written approval of the state agency for any replacement subcontractor. In addition, if the state agency requires, the contractor must follow the same competitive bid process described herein in order to obtain the new subcontractor.
- f. The contractor shall ensure that the competitive bid process is free from actual impropriety and from the appearance of impropriety. The following is not all inclusive, but compliance with the listed items is necessary for avoiding the appearance or existence of impropriety:
  - 1) The contractor shall not collude with others, including potential vendors or their competitors, to restrain competition.
  - 2) The contractor shall not obtain or provide information relating to a proposal or to the evaluation process in order to provide an unfair advantage to any potential vendors or their competitors.
  - 3) The contractor shall ensure that potential vendors or their competitors do not receive or initiate contact with bid evaluators for purposes of influencing the award of the subcontract.
  - 4) The contractor shall ensure that bid evaluators, the contractor's employees, and immediate family members of the foregoing do not receive gifts, meals, trips, or any other thing of value; or a monetary or other advantage for personal benefit, including waiver, forgiveness, indefinite delay in whole or in part of any price, charge, or fee; directly or indirectly from any potential bidders or their competitors.

- 5) Absent full disclosure to the state agency and the state agency's concurrence that the proposed subcontract is in the state's best interest, no member, employee, shareholder, officer, or immediate family member of the contractor shall have any personal pecuniary interest in any successful bidder.

## **2.7 Reporting and Recordkeeping Requirements:**

- 2.7.1 The contractor shall furnish the reports identified in this section to the state agency for review and approval. For each report type, the contractor must obtain the prior written approval of the state agency on the format of, design of, and information contained in the report prior to its first submission and shall agree and understand that the state agency shall have the right to require revisions at any time during the effective period of the contract due to changing needs of the state agency.
- 2.7.2 The contractor shall submit each report in electronic format in addition to a hard copy. In submitting reports electronically, the contractor's computer system must be compatible with the state agency's computer system. The contractor shall agree and understand that the decision of compatibility rests with the state agency and the decision of the state agency shall be final and without recourse.
  - a. Currently, the state agency's computers are equipped with Windows 10 and Microsoft Office Professional Plus 2016. In addition, it is anticipated that other upgrades may occur on a continuous basis.
- 2.7.3 Agency Report - The contractor shall submit an agency report which must, at a minimum, include the information listed below. The contractor shall submit the report annually at least sixty (60) calendar days following the expiration of the contract period.
  - a. Up-to-date advertising information including, but not necessarily limited to budget and media breakdown by market, type, and campaign.
  - b. Documentation measuring the results of current projects.
  - c. An assessment of year's programs.
  - d. An evaluation of potential future opportunities.
- 2.7.4 Status/Progress Reporting:
  - a. One time each month, the contractor shall submit a status/progress report outlining the following to the state agency via email:
    - 1) The specific accomplishments achieved during the reporting period;
    - 2) The specific activities and projects completed pursuant to the provision of the contract and the completion dates of such tasks;
    - 3) The specific planned activities for the upcoming monthly report;
    - 4) The specific planned activities and projects and projected completion date(s) remaining to be completed pursuant to the provisions of the contract; and
    - 5) Any other pertinent information and accomplishments from the month.
  - b. Every month, the contractor shall schedule time to discuss (via phone or in person) status/progress reports with the state agency.
  - c. One time each month, the contractor's upper management must meet with the state agency's upper management in person, in Jefferson City (unless an alternate city is agreed to by the state agency) to discuss status/progress reports and performance.
- 2.7.5 Budget Status Report - On a monthly basis, the contractor shall submit a written spreadsheet report to the state agency that details the status of the budget. The report shall include expenditures from the month,



expenditures to date by project, and the remaining balance, as well as media planning status, media placed, media billed and media yet to be billed. The format of the report must be approved by the state agency.

- 2.7.6 Aged Account Payable Report - In order to ensure that the contractor has paid suppliers, media, production facilities, and any other such “vendors” acting as “subcontractors” under the requirements of the contract, the contractor shall submit an Aged Account Payable Report to the state agency on a monthly basis. The Aged Account Payable Report must contain the information required by the state agency, including audited and verified invoice amounts, in order to ascertain the contractor’s payment status of the contractor’s suppliers/vendors related to the state agency services. The format of the report must be approved by the state agency.
- 2.7.7 The contractor must maintain financial and accounting records and evidence pertaining to the contract in accordance with generally accepted accounting principles and other procedures specified by the state agency.
- a. The contractor shall make all such records, books, and other documents relevant to the contract available to the state agency and its designees and the Missouri State Auditor in a format acceptable to the state agency at all reasonable times during the term of the contract.
  - b. The contractor shall retain all such records according to the state agency’s retention period or the completion of an independent audit, whichever is later. If any litigation, claim, negotiation, audit, investigation, or other actions involving the records has been started before the expiration of the retention period, the contractor shall retain such records until completion of such action and resolution of all issues that arise from it.
  - c. The contractor shall permit the state agency, governmental auditors, and authorized representatives of the State of Missouri to audit or examine, copy, or investigate any of the contractor’s records, procedures, books, documents, papers, and records recording receipts and disbursements of any of the funds paid to the contractor. Failure to retain adequate documentation for any service billed may result in recovery of payments for services not adequately documented. Any audit exception noted by governmental auditors shall not be paid by the state agency and shall be the sole responsibility of the contractor. However, the contractor may contest any such exception by any legal procedure the contractor deems appropriate. The state agency will pay the contractor all amounts which the contractor may ultimately be held entitled to receive as a result of any such legal action.

## **2.8 Invoicing and Payment Requirements:**

- 2.8.1 The State of Missouri shall submit contract payments to the contractor at the remittance address listed in the contractor’s MissouriBUYS vendor registration. However, the contractor shall understand and agree the state reserves the right to make contract payments to the contractor through electronic funds transfer (EFT). Therefore, prior to any payments becoming due under the contract, the contractor must verify and update, if applicable, their vendor registration with their current remittance address and ACH-EFT payment information at <https://MissouriBUYS.mo.gov>.
- a. The contractor must submit invoices on the contractor’s original descriptive business invoice form unless the contractor is submitting an integrated electronic invoice (eInvoice) in MissouriBUYS. Each invoice submitted must contain a unique invoice number and the remittance address included in the contractor’s MissouriBUYS vendor. The invoice number will be listed on the State of Missouri’s EFT addendum record to enable the contractor to properly apply the state agency’s payment to the invoice submitted. The contractor may obtain detailed information for payments issued for the past 24 months from the State of Missouri’s central accounting system (SAM II) on the Vendor Services Portal at: <https://www.vendorservices.mo.gov/vendorservices/Portal/Default.aspx>
- 2.8.2 The state agency anticipates having approximately \$9,000,000 [\$8,000,000.00 plus \$1,000,000 for the state share of the cooperative marketing *{there is also up to \$1,000,000 matching funds from cooperative*

*marketing destination advertising participants}] budgeted for the campaign during fiscal year July 1, 2019 through June 30, 2020.*

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

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

- a. After receipt and approval by the state agency of the monthly invoice **and all required reports and documentation**, the contractor shall be paid the firm fixed price per month for all services required herein related to the marketing plan and contractor requirements related thereto.
- b. The firm fixed price per month shall constitute the contractor's fee for all of, but not necessarily limited to the following:
  - 1) Contractor's Personnel Costs - The contractor's fee must include personnel costs for the advertising account team including, but not limited to the seven and one half (7.5) required full-time and full time equivalent representatives required herein and other account team members' service, for the performance of all required services including, but not limited to those services listed below:

- |  |   |
|--|---|
| ➤ Media planning, buying, and implementation   | ➤ Competitive bid solicitation and administration |
| ➤ All subcontract and additional program management activities   | ➤ Creative management, development and production |
| ➤ Supervision & coordination   | ➤ Project management                              |
| ➤ Executive, account direction, and contract management  |   |
| ➤ Art direction and production   | ➤ Agency account service                          |
| ➤ Script and copy writing and editing  | ➤ Accounting and billing                          |
| ➤ Reporting  | ➤ Legal services and fees                         |
| ➤ Print/collateral production  | ➤ Administrative support                          |
| ➤ Electronic/computer production   | ➤ Reporting                                       |
| ➤ Development, implementation, and administration of the integrated marketing program including paid, earned, shared and owned media | ➤ Trafficking (both agency and coop)              |
|  | ➤ Webinar creation                                |

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

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

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

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

- 1) Out of State Travel - The contractor shall be reimbursed as specified below for travel expenses incurred when required to travel away from the contractor's official domicile in order to fulfill the requirements of the contract. The contractor must have the prior written approval of the state agency at least five (5) days prior to date of travel for any such expenses except in case of an unforeseeable event and emergency travel. The contractor must provide the state agency with the amount of detail on the travel request as required by the state agency in order for the state agency to review the appropriateness of travel and estimated travel charges.

- 1) Mileage – The contractor shall be reimbursed for travel mileage at the current per mile reimbursement rate ordered by the commissioner of administration pursuant to section 33.095, RSMo. The current per mile reimbursement rate can be found at the following website: <http://content.ia.mo.gov/accounting/state-employees/travel-portal-information/mileage>.
- 2) Lodging – If overnight lodging is approved by the state agency, the contractor shall be reimbursed for actual lodging expenses incurred subject to the maximum amounts specified in the Contiguous US Per Diem Rates (CONUS) which can be accessed from <http://content.ia.mo.gov/travel-portal> by clicking on CONUS Rates (lodging only) on the left hand side of the page or by clicking on the link for "Per Diem Rates" at the following Internet address: <http://www.gsa.gov>. If contractor's lodging costs will exceed the limits specified in CONUS, the contractor must obtain the prior written approval of the state agency for an exception to CONUS. The decision to approve or deny the exception request shall rest solely with the state agency and shall be based on the situation.
- 3) Meals – The contractor shall be reimbursed for the actual cost of meals subject to the most current maximum meal per diem found under the Travel Resources tab at <http://content.ia.mo.gov/travel-portal> by clicking on the "State Meals Per Diem Rates and Information" link.

- 4) Other miscellaneous travel expenses – The contractor shall be reimbursed the actual amount of other travel expenses incurred, provided that the state agency approved the possibility for and estimates of such expenses in advance and that the actual expenses incurred are reasonable for the location in which the travel occurred.
  - 5) Invoicing and Payment – The contractor must itemize all expenses incurred including miles traveled on the invoice submitted to the state agency for reimbursement and must attach original receipts for expenses.
    - The contractor shall be reimbursed for such expenses, after receipt of all required documentation and approval by the state agency of the invoice and documentation.
- 2) Subcontracted Services - For purposes of this section, reference to subcontracted services shall be deemed to mean any suppliers, media, production facilities, vendors, subcontractors, etc., and may include goods and/or services provided and/or performed as part of the marketing plan to assist the state agency in reaching its objectives. All subcontracted personnel must meet the requirements specified in the Contractor Personnel Requirements described elsewhere herein.
- ✓ Production - The contractor shall be reimbursed the actual net costs for production costs necessary to implement the approved integrated marketing program / marketing plan including all net costs necessary to produce television commercials, radio commercials, magazine advertisements and inserts, internet advertisements, promotional pieces, outdoor advertisements, public relations materials, etc.
  - ✓ Other Additional Program Services: The contractor shall be reimbursed the actual net costs for: any other additional programs required by the state agency, including but not necessarily be limited to press tours, Governor's Conference on Tourism, **provided that all such net costs have the prior written approval of the state agency.** However, the contractor's time to administer and manage the program (or to administer the subcontract, if the program is handled via a subcontract) shall not be reimbursable and shall be included in the firm fixed price per month for the contractor's services.
  - ✓ Media Purchases – The contractor shall be reimbursed the actual net costs of advertising media space or time purchased by the contractor pursuant to the approved media schedule and plan approved as part of the marketing plan. No other payment, commission, fee, etc., shall be paid to the contractor or subcontractor for any reason whatsoever.
  - ✓ Additional Marketing Services – In the event services are required by the state agency that are not specified as a requirement in this document and which are above and beyond the services customarily performed by a full service advertising agency, and if the state agency specifically approves, in advance and in writing, the services as reimbursable prior to the performance of the services, the contractor shall be reimbursed the actual cost of such services. However, the contractor's time to administer and manage the program (or to administer the subcontract, if the program is handled via a subcontract) shall not be reimbursable and shall be included in the firm fixed price per month for the contractor's services. The contractor may be required to conduct bid solicitation on certain services if requested by the state agency.
- b. Requirements of Invoices for Reimbursable Services:
- 1) The contractor may submit invoices for reimbursable services as often as desired during a month.
  - 2) With each invoice submitted by the contractor, the contractor shall itemize reimbursable expenditures by project with an accumulative total for performance of all services.
  - 3) On the face of each invoice, the contractor must identify the project name and project number (as assigned by the contractor) for all items listed and must cross reference the invoiced project to the approved specific budget item on the integrated marketing campaign.

- 4) In addition, the contractor shall attach the invoice from subcontractor and/or receipts from travel showing the actual net cost charged by the subcontractor.
  - 5) The contractor shall assign a subcontractor number to each subcontract and must reference such number on each applicable invoice.
- c. The contractor shall agree and understand that except as stated below, the state agency will **not reimburse the contractor** for any reimbursable services in advance.
- 1) Therefore, except as stated below in the exceptions area, the contractor must ensure that all subcontracted services and goods/products submitted for reimbursement have been performed/provided. In addition, the contractor must ensure that documentation verifying the provision of such service or receipt of such good/product is included with the invoice requesting reimbursement.
    - ✓ After receipt of all required documentation for reimbursable services, the state agency will make payment to the contractor.
    - ✓ However, the contractor shall agree and understand that, following approval of the contractor's invoice by the state agency for such reimbursable services, the state agency estimates that an average of approximately thirty (30) calendar days may pass before the contractor receives the payment.
  - 2) Exceptions – For specifically defined subcontracted services, the state agency shall have the sole right to approve reimbursement to the contractor in advance of the subcontracted service being provided. Examples of when such approval may be provided by the state agency may include situations where the subcontract agreement is for a service/product that specifically requires prepayment as a normal course of business (such as hotel bookings and airline tickets). The decision by the state agency shall be final and without recourse.
  - 3) The contractor understands that as a routine course of business, the contractor shall make payments to all subcontractors according to the deadlines and time requirements of the subcontractor. However, regardless of the subcontractor requirements, the contractor must pay each subcontractor **no later than two (2) calendar weeks after the contractor receives payment for the reimbursable services from the state agency.**

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

## 2.9 Other Contractual Requirements:

- 2.9.1 Contract - A binding contract shall consist of: (1) the RFP, addendums thereto, and any Best and Final Offer (BAFO) request(s) with RFP changes/additions, (2) the contractor's proposal including any contractor BAFO response(s), (3) clarification of the proposal, if any, and (4) the Division of Purchasing's acceptance of the proposal by "notice of award". All Exhibits and Attachments included in the RFP shall be incorporated into the contract by reference.
- a. A notice of award issued by the State of Missouri does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies, and/or services for the State of Missouri, the contractor must receive a properly authorized purchase order or other form of authorization given to the contractor at the discretion of the state agency.
  - b. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein.

- c. Any change to the contract, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the contractor and the Division of Purchasing prior to the effective date of such modification. The contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification to the contract.

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

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

- a. If renewal prices are not provided, then prices during renewal periods shall be the same as during the original contract period.
- b. In addition, the contractor shall understand and agree that renewal period price increases specified in the contract are not automatic. At the time of contract renewal, if the state determines funding does not permit the specified renewal pricing increase or even a portion thereof, the renewal pricing shall remain the same as during the previous contract period. If such action is rejected by the contractor, the contract may be terminated, and a new procurement process may be conducted. The contractor shall also understand and agree the state may determine funding limitations necessitate a decrease in the contractor's pricing for the renewal period(s). If such action is necessary and the contractor rejects the decrease, the contract may be terminated, and a new procurement process may be conducted.

2.9.4 Termination - The Division of Purchasing reserves the right to terminate the contract at any time, for the convenience of the State of Missouri, without penalty or recourse, by giving written notice to the contractor at least thirty (30) calendar days prior to the effective date of such termination. In the event of termination pursuant to this paragraph, all documents, data, reports, supplies, equipment, and accomplishments prepared, furnished or completed by the contractor pursuant to the terms of the contract shall, at the option of the Division of Purchasing, become the property of the State of Missouri. The contractor shall be entitled to receive compensation for services and/or supplies delivered to and accepted by the State of Missouri pursuant to the contract prior to the effective date of termination.

2.9.5 Transition:

- a. Upon award of the contract, the contractor shall work with the state agency and any other organizations designated by the state agency to ensure an orderly transition of services and responsibilities under the contract and to ensure the continuity of those services required by the state agency. Specifically, if required by the state agency, the contractor shall complete services and obligations for which the contractor was not involved in the original obligation, design, or implementation. At a minimum, but not necessarily limited to, the contractor shall agree to the following:
  - 1) The state agency will already have campaigns including creative, etc., developed and approved that will be implemented during the period of the contract. Therefore, the contractor shall implement such campaign in all or in part, as required by the state agency.
  - 2) In addition, the advertising agency of record under contract C315054001 (Hoffman Lewis) may have media contracts or other subcontractors in existence that may need to continue for a period of time. Therefore, the contractor may be required by the state agency to assume and manage all

such media contracts and/or other subcontracts. The state agency will provide the contractor with copies of the insertion orders for monitoring the media contracts.

- b. Upon expiration, termination, or cancellation of the contract, the contractor shall assist the state agency to ensure an orderly and smooth transfer of responsibility and continuity of those services required under the terms of the contract to an organization designated by the state agency. If requested by the state agency, the contractor shall provide and/or perform any or all of the following responsibilities:
  - 1) The contractor shall deliver, FOB destination, all records, documentation, reports, data, recommendations, or printing elements, etc., which were required to be produced under the terms of the contract to the state agency and/or to the state agency's designee within seven (7) days after receipt of the written request in a format and condition that are acceptable to the state agency.
  - 2) The contractor shall discontinue providing service or accepting new assignments under the terms of the contract, on the date specified by the state agency, in order to ensure the completion of such service prior to the expiration of the contract.
  - 3) If requested in writing via formal contract amendment, the contractor shall agree to continue providing any part or all of the services in accordance with the terms and conditions, requirements and specifications of the contract for a period not to exceed ninety (90) calendar days after the expiration, termination or cancellation date of the contract for a price not to exceed those prices set forth in the contract.

2.9.6 Contractor Liability - The contractor shall be responsible for any and all personal injury (including death) or property damage as a result of the contractor's negligence involving any equipment or service provided under the terms and conditions, requirements and specifications of the contract. In addition, the contractor assumes the obligation to save the State of Missouri, including its agencies, employees, and assignees, from every expense, liability, or payment arising out of such negligent act.

- a. The contractor also agrees to hold the State of Missouri, including its agencies, employees, and assignees, harmless for any negligent act or omission committed by any subcontractor or other person employed by or under the supervision of the contractor under the terms of the contract.
- b. The contractor shall not be responsible for any injury or damage occurring as a result of any negligent act or omission committed by the State of Missouri, including its agencies, employees, and assignees.
- c. Under no circumstances shall the contractor be liable for any of the following: (1) third party claims against the state for losses or damages (other than those listed above); or (2) economic consequential damages (including lost profits or savings) or incidental damages, even if the contractor is informed of their possibility.

2.9.7 Insurance - The contractor shall understand and agree that the State of Missouri cannot save and hold harmless and/or indemnify the contractor or employees against any liability incurred or arising as a result of any activity of the contractor or any activity of the contractor's employees related to the contractor's performance under the contract. Therefore, the contractor must acquire and maintain adequate liability insurance in the form(s) and amount(s) sufficient to protect the State of Missouri, its agencies, its employees, its clients, and the general public against any such loss, damage and/or expense related to his/her performance under the contract. General and other non-professional liability insurance shall include an endorsement that adds the State of Missouri as an additional insured. Self-insurance coverage or another alternative risk financing mechanism may be utilized provided that such coverage is verifiable and irrevocably reliable and the State of Missouri is protected as an additional insured.

- a. In the event any insurance coverage is canceled, the state agency must be notified at least thirty (30) calendar days prior to such cancelation.

- 2.9.8 Subcontractors - Any subcontracts for the products/services described herein must include appropriate provisions and contractual obligations to ensure the successful fulfillment of all contractual obligations agreed to by the contractor and the State of Missouri and to ensure that the State of Missouri is indemnified, saved, and held harmless from and against any and all claims of damage, loss, and cost (including attorney fees) of any kind related to a subcontract in those matters described in the contract between the State of Missouri and the contractor.
- a. The contractor shall expressly understand and agree that he/she shall assume and be solely responsible for all legal and financial responsibilities related to the execution of a subcontract.
  - b. The contractor shall agree and understand that utilization of a subcontractor to provide any of the products/services in the contract shall in no way relieve the contractor of the responsibility for providing the products/services as described and set forth herein.
  - c. The contractor must obtain the approval of the State of Missouri prior to establishing any new subcontracting arrangements and before changing any subcontractors. The approval shall not be arbitrarily withheld.
  - d. Pursuant to subsection 1 of section 285.530, RSMo, no contractor or subcontractor shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. In accordance with sections 285.525 to 285.550, RSMo, a general contractor or subcontractor of any tier shall not be liable when such contractor or subcontractor contracts with its direct subcontractor who violates subsection 1 of section 285.530, RSMo, if the contract binding the contractor and subcontractor affirmatively states that:
    - 1) The direct subcontractor is not knowingly in violation of subsection 1 of section 285.530, RSMo, and shall not henceforth be in such violation.
    - 2) The contractor or subcontractor receives a sworn affidavit under the penalty of perjury attesting to the fact that the direct subcontractor's employees are lawfully present in the United States.
- 2.9.9 Coordination and Customer Service - The contractor shall fully coordinate all contract activities with those activities of the state agency. As the work of the contractor progresses, advice and information on matters covered by the contract shall be made available by the contractor to the state agency or the Division of Purchasing and Materials Management throughout the effective period of the contract.
- a. The contractor shall have internal customer service policies and procedures in place and shall perform ongoing quality control measures to ensure that the state agency's objectives are being met.
  - b. The contractor shall further agree that no reports, documentation, or material prepared, including the program(s) developed as required by the contract, shall be used or marketed by the contractor or released to the public without the prior written consent of the state agency.
- 2.9.10 Participation by Other Organizations - The contractor must comply with any Organization for the Blind/Sheltered Workshop, Service-Disabled Veteran Business Enterprise (SDVE), and/or Minority Business Enterprise/Women Business Enterprise (MBE/WBE) participation levels committed to in the contractor's awarded proposal.
- a. The contractor shall prepare and submit to the Division of Purchasing a report detailing all payments made by the contractor to Organizations for the Blind/Sheltered Workshops, SDVEs, and/or MBE/WBEs participating in the contract for the reporting period. The contractor must submit the report on a monthly basis, unless otherwise determined by the Division of Purchasing.
  - b. The Division of Purchasing will monitor the contractor's compliance in meeting the Organizations for the Blind/Sheltered Workshop and SDVE participation levels committed to in the contractor's awarded proposal. The Division of Purchasing in conjunction with the Office of Equal Opportunity



(OEO) will monitor the contractor's compliance in meeting the MBE/WBE participation levels committed to in the contractor's awarded proposal. If the contractor's payments to the participating entities are less than the amount committed, the state may cancel the contract and/or suspend or debar the contractor from participating in future state procurements, or retain payments to the contractor in an amount equal to the value of the participation commitment less actual payments made by the contractor to the participating entity. If the Division of Purchasing determines that the contractor becomes compliant with the commitment, any funds retained as stated above, will be released.

- c. If a participating entity fails to retain the required certification or is unable to satisfactorily perform, the contractor must obtain other certified MBE/WBEs or other organizations for the blind/sheltered workshops or other SDVEs to fulfill the participation requirements committed to in the contractor's awarded proposal.
  - 1) The contractor must obtain the written approval of the Division of Purchasing for any new entities. This approval shall not be arbitrarily withheld.
  - 2) If the contractor cannot obtain a replacement entity, the contractor must submit documentation to the Division of Purchasing detailing all efforts made to secure a replacement. The Division of Purchasing shall have sole discretion in determining if the actions taken by the contractor constitute a good faith effort to secure the required participation and whether the contract will be amended to change the contractor's participation commitment.
- d. No later than 30 days after the effective date of the first renewal period, the contractor must submit an affidavit to the Division of Purchasing. The affidavit must be signed by the director or manager of the participating Organizations for the Blind/Sheltered Workshop verifying provision of products and/or services and compliance of all contractor payments made to the Organizations for the Blind/Sheltered Workshops. The contractor may use the affidavit available on the Division of Purchasing's website at <http://oa.mo.gov/sites/default/files/bswaffidavit.doc> or another affidavit providing the same information.

2.9.11 Contractor Status - The contractor is an independent contractor and shall not represent the contractor or the contractor's employees to be employees of the State of Missouri or an agency of the State of Missouri. The contractor shall assume all legal and financial responsibility for salaries, taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save, and hold the State of Missouri, its officers, agents, and employees, harmless from and against, any and all loss; cost (including attorney fees); and damage of any kind related to such matters.

#### 2.9.12 Property of State:

- a. The contractor shall agree and understand that any and all of the following property and/or work products, which are developed or acquired by the contractor per the contract, shall become the property of the State of Missouri, which shall include all rights and interests for present and future publication, display, sale, copyright or other use as deemed appropriate by the state agency, unless prior approval is received by the state agency for single use or other restricted use.
  - 1) All scripts, exhibits, film negatives, digital media, artwork (original and camera ready, including any font modifications or artwork manipulation), design features, copy, graphics, templates and concepts,
  - 2) All programs, plans, materials, documents, reports, materials, and recommendations, etc.
  - 3) Releases from any and all talent involved in the advertising;
  - 4) All video and audio tapes, including duplicate and outtakes; and
  - 5) All photography, with the exception of stock photography, required to complete approved assignments including non-published photographs
  - 6) All public service announcements (PSAs)

- 7) All media lists, media tracking services and results.
- b. The State of Missouri shall have the full right to reproduce and/or use any products derived from the contractor's work under the contract without payment of any royalties, fees, etc. except for those fees, royalties, etc. charged by a subcontractor, provided that: (1) the subcontract requires the payment of such royalties, fees, etc. and (2) the state agency agrees to pay the royalties, fees, etc. for continuous use of the product, prior to performance by the subcontractor or use of the subcontractor's property.
  - c. The State of Missouri understands and agrees that any ancillary software tools or pre-printed materials (e.g., project management software tools or training software tools, etc.) developed or acquired by the contractor that may be necessary to perform a particular service required hereunder but not required as a specific deliverable of the contract, shall remain the property of the contractor; however, the contractor shall be responsible for ensuring such tools and materials are being used in accordance with applicable intellectual property rights and copyrights.
  - d. Software, Systems, Modifications, and Warranty – All software application, information systems, and licenses (including any web site programming and source codes) developed, acquired and/or used by the contractor pursuant to the contract shall be the property of the State of Missouri.

#### 2.9.13 Confidentiality:

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

#### 2.9.14 Inventions, Patents, and Copyrights:

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

### 3. PROPOSAL SUBMISSION INFORMATION

#### 3.1 Submission of Proposals:

- 3.1.1 through the MissouriBUYS System website, in addition to completing the on-line pricing, the registered vendor should submit completed exhibits, forms, and other information concerning the proposal as an attachment to the electronic proposal. The registered vendor is instructed to review the RFP submission provisions carefully to ensure they are providing all required pricing, including applicable renewal pricing. Instructions on how a registered vendor responds to a bid on-line are available on the MissouriBUYS System website at: <https://missouribuys.mo.gov/bidboard.html>.
- a. The exhibits, forms, and Pricing Page provided herein can be saved into a word processing document, completed by a registered vendor, and then sent as an attachment to the electronic submission. Other information requested or required may be sent as an attachment. Additional instructions for submitting electronic attachments are on the MissouriBUYS System website. Be sure to include the solicitation/opportunity (OPP) number, company name, and a contact name on any electronic attachments.
  - b. In addition, a registered vendor may submit the exhibits, forms, Pricing Page, etc., through mail or courier service. However, any such submission must be received prior to the specified end date and time.
  - c. If a registered vendor submits an electronic and hard copy proposal response and if such responses are not identical, the vendor should explain which response is valid. In the absence of an explanation, the State of Missouri shall consider the response which serves its best interest.
- 3.1.2 Hard Copy Proposal - If the vendor is submitting a proposal via the mail or a courier service or is hand delivering the proposal, the vendor should include completed exhibits, forms, and other information concerning the proposal (including completed Pricing Page(s) with the proposal. The vendor is instructed to review the RFP submission provisions carefully to ensure they are providing all required pricing, including applicable renewal pricing.
- a. Recycled Products - The State of Missouri recognizes the limited nature of our resources and the leadership role of government agencies in regard to the environment. Accordingly, the vendor is requested to print the proposal double-sided using recycled paper, if possible, and minimize or eliminate the use of non-recyclable materials such as plastic report covers, plastic dividers, vinyl sleeves, and binding. Lengthy proposals may be submitted in a notebook or binder.
  - b. The vendor should include seven (7) additional copies along with their original proposal. The front cover of the original proposal should be labeled "original" and the front cover of all copies should be labeled "copy". In case of a discrepancy between the original proposal and the copies, the original proposal shall govern.
  - c. In addition, the vendor should provide a password protected copy of their entire proposal, including all attachments, in Microsoft compatible format on a flash drive. The electronic copy should be in a searchable format to facilitate the evaluation process. The vendor should be sure to provide the password so that the State can access the documents. The vendor should ensure all media are identical to the vendor's hardcopy original proposal. In case of a discrepancy, the original hardcopy proposal document shall govern.
- 3.1.3 Confidential Materials: Pursuant to section 610.021, RSMo, the vendor's proposal and related documents shall not be available for public review until a contract has been awarded or all proposals are rejected.
- a. The Division of Purchasing is a governmental body under Missouri Sunshine Law (chapter 610, RSMo). Section 610.011, RSMo, requires that all provisions be "*liberally construed and their*

*exceptions strictly construed*” to promote the public policy that records are open unless otherwise provided by law.

- b. Regardless of any claim by a vendor as to material being confidential and not subject to copying or distribution, or how a vendor characterizes any information provided in its proposal, all material submitted by the vendor in conjunction with the RFP is subject to release after the award of a contract in relation to a request for public records under the Missouri Sunshine Law (see chapter 610, RSMo). Only information expressly permitted to be closed pursuant to the strictly construed provisions of Missouri’s Sunshine Law will be treated as a closed record by the Division of Purchasing and withheld from any public request submitted to Division of Purchasing after award. The vendor should presume information provided to Division of Purchasing in a proposal will be public following the award of the contract or after rejection of all proposals and made available upon request in accordance with the provisions of state law. The vendor’s sole remedy for the state’s denial of any confidentiality request shall be limited to withdrawal of their proposal in its entirety. It is not the State of Missouri’s intention to have requested any confidential material as part of the vendor’s proposal. Therefore, vendors should NOT include confidential material with their proposal.
- c. In no event will the following be considered confidential or exempt from the Missouri Sunshine Law:
  - 1) Vendor’s entire proposal including client lists, references, proposed personnel, and methodology;
  - 2) Vendor’s pricing; and
  - 3) Vendor’s product specifications unless specifications specifically disclose scientific and technological innovations in which the owner has a proprietary interest (see subsection 15 of section 610.021, RSMo).
- d. On-line Proposal - If a registered vendor is responding electronically through the MissouriBUYS System website and attaches information with their proposal that is allowed by the Missouri Sunshine Law to be exempt from public disclosure, such specific material of their proposal must be attached as a separate document and must have the box “Confidential” selected when attaching the document. If the “Confidential” box is not selected when attaching the document, the document must be clearly marked as confidential along with an explanation of what qualifies the specific material to be held as confidential pursuant to the provisions of section 610.021, RSMo. The vendor’s failure to follow these instructions shall relieve the state of any obligation to preserve the confidentiality of the documents.
- e. Hard Copy Proposal - If the vendor is submitting a proposal via the mail or a courier service or is hand delivering the proposal and submits information with their proposal that is allowed by the Missouri Sunshine Law to be exempt from public disclosure, such specific material of their proposal must be separated, sealed, and clearly marked as confidential along with an explanation of what qualifies the specific material to be held as confidential pursuant to the provisions of section 610.021, RSMo. The vendor’s failure to follow this instruction shall relieve the state of any obligation to preserve the confidentiality of the documents.
- f. Imaging Ready - Except for any portion of a proposal qualifying as confidential as determined by the Division of Purchasing as specified above, after a contract is executed or all proposals are rejected, all proposals are scanned into the Division of Purchasing imaging system.
  - 1) The scanned information will be available for viewing through the Internet from the Division of Purchasing Awarded Bid and Contract Document Search system. Therefore, the vendor is advised not to include any information in the proposal that the vendor does not want to be viewed by the public, including personal identifying information such as social security numbers.
  - 2) Also, in preparing a proposal, the vendor should be mindful of document preparation efforts for imaging purposes and storage capacity that will be required to image the proposal and should

limit proposal content to items that provide substance, quality of content, and clarity of information.

- 3.1.4 To facilitate the evaluation process, the vendor is encouraged to organize their proposal into the following sections that correspond with the individual evaluation categories described herein. The vendor is cautioned that it is the vendor's sole responsibility to submit information related to the evaluation categories and that the State of Missouri is under no obligation to solicit such information if it is not included with the proposal. The vendor's failure to submit such information may cause an adverse impact on the evaluation of the proposal. The proposal should be page numbered.
- a. Signed page one from the original RFP and all signed addendums should be placed at the beginning of the proposal.
  - b. Cost Proposal (Exhibit A: Pricing Page)
  - c. Technical Proposal: The Technical Proposal will include three components: Proposed Methodology, Approach, and Work Plan (Exhibit B, Exhibit C, and Exhibit D), Account Team Qualifications (Exhibit E, Exhibit F, Exhibit G, Exhibit H, Exhibit I, and Exhibit J), and Past Performance (Exhibit K) **The Proposed Methodology, Approach, and Work Plan of the Technical Proposal should be limited to no more than 25 pages, including any exhibits related to the Technical Proposal. Standard fonts, 11 point or above, should be used.**
    - 1) The Technical Proposal should contain only relevant information that is specific to the topic.
    - 2) The vendor should not include hyperlinks or video clips. In the event the vendor provides hyperlinks or video clips, the information shall not be considered.
  - d. Miscellaneous Exhibits/Information:
    - 1) Minority Business Enterprise (MBE)/Women Business Enterprise (WBE) Participation, Organizations for the Blind and Sheltered Workshop Preference, and/or Missouri Service-Disabled Veteran Business Enterprise Participation
      - Exhibit L-Participation Commitment
      - Exhibit M-Documentation of Intent to Participate
    - 2) Miscellaneous Information
      - Exhibit N-Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization and Documentation (E-Verify)
      - Exhibit O-Miscellaneous Information
- 3.2 Competitive Negotiation of Proposals** - The vendor is advised that under the provisions of this Request for Proposal, the Division of Purchasing reserves the right to conduct negotiations of the proposals received or to award a contract without negotiations. If such negotiations are conducted, the following conditions shall apply:
- 3.2.1 Negotiations may be conducted in person, in writing, or by telephone.
  - 3.2.2 Negotiations will only be conducted with potentially acceptable proposals. The Division of Purchasing reserves the right to limit negotiations to those proposals which received the highest rankings during the initial evaluation phase. All vendors involved in the negotiation process will be invited to submit a best and final offer.
  - 3.2.3 Terms, conditions, prices, methodology, or other features of the vendor's proposal may be subject to negotiation and subsequent revision. As part of the negotiations, the vendor may be required to submit supporting financial, pricing and other data in order to allow a detailed evaluation of the feasibility, reasonableness, and acceptability of the proposal.

- 3.2.4 The mandatory requirements of the Request for Proposal shall not be negotiable and shall remain unchanged unless the Division of Purchasing determines that a change in such requirements is in the best interest of the State of Missouri.

### 3.3 Evaluation and Award Process:

- 3.3.1 After determining that a proposal satisfies the mandatory requirements stated in the Request for Proposal, the evaluator(s) shall use both objective analysis and subjective judgment in conducting an assessment of the proposal in accordance with the evaluation criteria stated below and the scoring details delineated in Attachment 1. The contract shall be awarded to the lowest and best proposal.

Category	Element	Points
<b>COST PROPOSAL</b>		<b>70 points</b>
<b>TECHNICAL PROPOSAL</b>		<b>120 points</b>
Proposed Methodology, Approach, and Work Plan		45 points
	Integrated Marketing Program	30 points
	Additional Programs	15 points
Account Team Qualifications		35 points
	Account Service	5 points
	Creative	5 points
	Media	5 points
	Public Relations	5 points
	Financial	5 points
	Interactive	5 points
	Shared/Social	5 points
Past Performance		40 points
	Overall Relevant Vendor Experience	25 points
	Case Study #1	5 points
	Case Study #2	5 points
	Case Study #3	5 points
<b>MBE/WBE PARTICIPATION</b>		<b>10 Points</b>
<b>TOTAL</b>		<b>200 points</b>

- 3.3.2 Details on the rating and scoring of the Technical Proposal can be found on Attachment 1.
- 3.3.3 After an initial screening process, a question and answer conference or interview may be conducted with the vendor, if deemed necessary by the Division of Purchasing. In addition, the vendor may be asked to make an oral presentation of their proposal during the conference. Attendance cost at the conference shall be at the vendor's expense. Such conference shall be coordinated by the Division of Purchasing.

### 3.4 Evaluation of Cost:

- 3.4.1 Pricing – The vendor must provide pricing for all line items as required on Exhibit A-Pricing Page.
- 3.4.2 Objective Evaluation of Cost – The objective evaluation of cost shall include the original contract period and each potential renewal period. The sum of the prices indicated on the Pricing Page shall be calculated using the following weighted totals and estimated quantities:
- The total of line items 1, 2, and 3 shall be given twenty-five percent (25%) of the weight, plus
  - The total of line items 4, 5, 6, and 7 shall be given seventy-five percent (75%) of the weight, plus
  - Five (5) hours of ongoing website maintenance and support.
  - Cost evaluation points shall be determined from the result of the calculation stated above using the following formula:

$$\frac{\text{Lowest Responsive Vendor's Price}}{\text{Compared Vendor's Price}} \times \frac{\text{Maximum Cost Evaluation points (70)}}{1} = \text{Assigned Cost Points}$$

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

### 3.5 Evaluation of Proposed Methodology, Approach, and Work Plan:

- 3.5.1 The Technical Proposal should present a Proposed Methodology, Approach, and Work Plan that demonstrates the method or manner in which the vendor proposes to satisfy the requirements of the RFP using the format on Exhibit B-Technical Proposal-Proposed Methodology, Approach, and Work Plan.
- 3.5.2 The language of the narrative should be straightforward and limited to facts, solutions to problems, and plans of action.
- 3.5.3 Budget Methodology - The vendor should complete and submit Exhibit C, Budget/Performance Plan, in order to reflect the vendor's budget methodology for the campaign and for performing the required services of this RFP. The completed budget methodology pages should document the vendor's understanding of the requirements and the costs of the various components involved in the provision of services.
- 3.5.4 Price Analysis - The vendor should provide a price analysis for the per month price quoted on the Exhibit A - Pricing Page. Exhibit D is attached for the purpose of reflecting the vendor's breakdown of the quoted price and should be shown in sufficient detail to demonstrate those factors affecting the price such as staffing patterns and proposed hours, etc.
- When completing the price analysis, the vendor should assume the total budget will be \$10 million and show the price analysis for the per month price that applies for that total budget amount.
  - In the event of a discrepancy between the vendor's price breakdown and the Exhibit A - Pricing Page, the Exhibit A - Pricing Page shall govern.
  - All information contained in the vendor's price breakdown may be utilized in the subjective evaluation of any relevant evaluation criteria.
- 3.5.5 The vendor's Proposed Methodology, Approach, and Work Plan will be rated using the adjectival rating system as defined in Table 1 of Attachment 1. Details on the rating and scoring of the Proposed, Methodology, Approach, and Work Plan can be found in Table 2 of Attachment 1.

### 3.6 Evaluation of Account Team Qualifications:

- 3.6.1 The Technical Proposal should provide detailed information on the experience and qualifications of the vendor's proposed account team using the format on Exhibit E, Exhibit F, Exhibit G, Exhibit H, Exhibit I, and Exhibit J. The vendor's proposed account team should include account personnel, creative personnel, media personnel, public relations personnel, financial personnel, interactive personnel and shared/social personnel.
- Account Personnel: No more than two (2) account personnel biographies will be considered in the evaluation. One (1) member of the account personnel of the account team should be identified as the vendor's primary person responsible for the delivery of the project. By including their biographies, the vendor is committing the account personnel members to support the project, should it be awarded.
  - Creative Personnel: No more than one (1) creative personnel biography will be considered in the evaluation.

- c. Media Personnel: No more than one (1) media personnel biography will be considered in the evaluation.
- d. Public Relations Personnel: No more than two (2) public relations personnel biographies will be considered in the evaluation.
- e. Financial Personnel: No more than one (1) financial personnel biography will be considered in the evaluation.
- f. Interactive Personnel: No more than three (3) interactive personnel biographies will be considered in the evaluation.
- g. Shared/Social Media Personnel: No more than one (1) shared media personnel biograph will be considered in the evaluation.
- h. In the event the vendor submits more biographies than requested, for evaluation purposes only the first biographies up to the number requested will be considered. Any additional biographies will not be evaluated.

3.6.2 The vendor's Account Team Qualifications will be rated using the adjectival rating system as defined in Table 3 of Attachment 1. Details on the rating and scoring of the Account Team Qualifications can be found on Table 4 of Attachment 1.

### **3.7 Evaluation of Past Performance:**

3.7.1 The Technical Proposal should provide overall relevant experience and three (3) past performance case studies using the format on Exhibit K. Such case studies should be no longer than one (1) page and summarize the project's context, objectives, approach, and impact achieved relevant to the Proposal. These case studies should have been completed in the past three (3) years. At least two (2) should involve work for a government agency of similar scale and complexity to the Division of Tourism. The case study should include the name and contact information for a client representative who can speak to the scope, quality, and impact of the vendor's work. The State of Missouri may or may not contact these references during the review process. For evaluation purposes, only the first three (3) past performance case studies will be considered. Any additional past performance case studies submitted will not be evaluated.

3.7.2 The vendor's past performance will be rated using the adjectival rating system as defined in Table 5 of Attachment 1. Details on the rating and scoring of the Past Performance can be found in Table 6 of Attachment 1.

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

3.8.1 In order for the Division of Purchasing (Purchasing) to meet the provisions of Executive Order 05-30, the vendor should secure participation of certified MBEs and WBEs in providing the products/services required in this RFP. The targets of participation recommended by the State of Missouri are 10% MBE and 5% WBE of the total dollar value of the contract.

- a. These targets can be met by a qualified MBE/WBE vendor themselves and/or through the use of qualified subcontractors, suppliers, joint ventures, or other arrangements that afford meaningful opportunities for MBE/WBE participation.
- b. The services performed or the products provided by MBE/WBEs must provide a commercially useful function related to the delivery of the contractually-required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance



of the contract. Therefore, if the services performed or the products provided by MBE/WBEs is utilized, to any extent, in the vendor's obligations outside of the contract, it shall not be considered a valid added value to the contract and shall not qualify as participation in accordance with this clause.

- c. In order to be considered as meeting these targets, the MBE/WBEs must be "qualified" by the proposal opening date (date the proposal is due). (See below for a definition of a qualified MBE/WBE.)

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

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

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

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

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

- a. **Participation Commitment** - If the vendor is proposing MBE/WBE participation, the vendor must complete Exhibit L, Participation Commitment, by listing each proposed MBE and WBE, the committed percentage of participation for each MBE and WBE, and the commercially useful products/services to be provided by the listed MBE and WBE. If the vendor submitting the proposal is a qualified MBE and/or WBE, the vendor must include the vendor in the appropriate table on the Participation Commitment Form.
- b. **Documentation of Intent to Participate** – The vendor must either provide a properly completed Exhibit M, Documentation of Intent to Participate Form, signed and dated no earlier than the RFP issuance date by each MBE and WBE proposed or must provide a letter of intent signed and dated no earlier than the RFP issuance date by each MBE and WBE proposed which: (1) must describe the products/services the MBE/WBE will provide and (2) should include evidence that the MBE/WBE is qualified, as defined herein (i.e., the MBE/WBE Certification Number or a copy of MBE/WBE certificate issued by the Missouri OEO). If the vendor submitting the proposal is a qualified MBE and/or WBE, the vendor is not required to complete Exhibit M, Documentation of Intent to Participate Form or provide a recently dated letter of intent.

- 3.8.5 Commitment – If the vendor’s proposal is awarded, the percentage level of MBE/WBE participation committed to by the vendor on Exhibit L, Participation Commitment, shall be interpreted as a contractual requirement.
- 3.8.6 Definition -- Qualified MBE/WBE:
- a. In order to be considered a qualified MBE or WBE for purposes of this RFP, the MBE/WBE must be certified by the State of Missouri, Office of Administration, Office of Equal Opportunity (OEO) by the proposal opening date.
  - b. MBE or WBE means a business that is a sole proprietorship, partnership, joint venture, or corporation in which at least fifty-one percent (51%) of the ownership interest is held by minorities or women and the management and daily business operations of which are controlled by one or more minorities or women who own it.
  - c. Minority is defined as belonging to one of the following racial minority groups: African Americans, Native Americans, Hispanic Americans, Asian Americans, American Indians, Native Alaskans, and other groups that may be recognized by the Office of Advocacy, United States Small Business Administration, Washington, D.C.
- 3.8.7 Resources - A listing of several resources that are available to assist vendors in their efforts to identify and secure the participation of qualified MBEs and WBEs is available at the website shown below or by contacting the Office of Equal Opportunity (OEO) at:

Office of Administration, Office of Equal Opportunity (OEO)  
Harry S Truman Bldg., Room 870-B, P.O. Box 809, Jefferson City, MO 65102-0809  
Phone: (877) 259-2963 or (573) 751-8130  
Fax: (573) 522-8078  
Web site: <http://oeo.mo.gov>

### **3.9 Miscellaneous Submittal Information:**

- 3.9.1 Organizations for the Blind and Sheltered Workshop Preference - Pursuant to section 34.165, RSMo, and 1 CSR 40-1.050, a five to fifteen (5-15) bonus point preference shall be granted to vendors including products and/or services manufactured, produced or assembled by a qualified nonprofit organization for the blind established pursuant to 41 U.S.C. sections 46 to 48c or a sheltered workshop holding a certificate of approval from the Department of Elementary and Secondary Education pursuant to section 178.920, RSMo.
- a. In order to qualify for the five to fifteen (5-15) bonus points, the following conditions must be met and the following evidence must be provided:
    - 1) The vendor must either be an organization for the blind or sheltered workshop or must be proposing to utilize an organization for the blind/sheltered workshop as a subcontractor and/or supplier in an amount that must equal, at a minimum, the greater of \$5,000 or 2% of the total dollar value of the contract for purchases not exceeding \$10 million.
    - 2) The services performed or the products provided by the organization for the blind or sheltered workshop must provide a commercially useful function related to the delivery of the contractually required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract. Therefore, if the services performed or the products provided by the organization for the blind or sheltered workshop are utilized, to any extent, in the vendor’s obligations outside of the contract, it shall not be considered a valid added value to the contract and shall not qualify as participation in accordance with this clause.

- 3) If the vendor is proposing participation by an organization for the blind or sheltered workshop, in order to receive evaluation consideration for participation by the organization for the blind or sheltered workshop, the vendor must provide the requested information with the proposal.
  - 4) A sliding scale for the award of points shall range from a minimum of five (5) points to a maximum of fifteen (15) points. The award of the minimum five (5) points shall be based on the proposal containing a commitment that the participating nonprofit organization or workshop is providing the greater of two percent (2%) or five thousand dollars (\$5,000) of the total contract value of proposals for purchases not exceeding ten (10) million dollars.
- b. Where the commitment in the proposal exceeds the minimum level set forth in section 34.165, RSMo to obtain five (5) points, the awarded points shall exceed the minimum five (5) points, up to a maximum of fifteen (15) points. As the statute sets out a minimum of five (5) points for a minimum two percent (2%) commitment, each percent of commitment is worth two and one-half (2.5) points. The formula to determine the awarded points for commitments above the two percent (2%) minimum shall be calculated based on the commitment in the proposal (which in the formula will be expressed as a number [Vendor's Commitment Number below], not as a percentage) times two and one-half (2.5) points:

$$\text{Vendor's Commitment Number} \times 2.5 \text{ points} = \text{Awarded Points}$$

Examples: A commitment of three percent (3%) would be calculated as:  $3 \times 2.5 \text{ points} = 7.5$  awarded points. A commitment of five and one-half percent (5.5%) would be calculated as:  $5.5 \times 2.5 \text{ points} = 13.75$  awarded points. If, instead of a percentage, a vendor's proposal lists a dollar figure that is over the minimum amount, the dollar figure shall be converted into the percentage of the vendor's total contract value for calculation of the awarded points. Commitments at or above six percent (6%) receive the maximum of fifteen (15) points.

- 1) Participation Commitment - The vendor must complete Exhibit L, Participation Commitment, by identifying the organization for the blind or sheltered workshop, the amount of participation committed, and the commercially useful products/services to be provided by the listed organization for the blind or sheltered workshop. If the vendor submitting the proposal is an organization for the blind or sheltered workshop, the vendor must be listed in the appropriate table on the Participation Commitment Form.
- 2) Documentation of Intent to Participate – The vendor must either provide a properly completed Exhibit M, Documentation of Intent to Participate Form, or letter of intent recently signed by the proposed organization for the blind or sheltered workshop which: (1) must describe the products/services the organization for the blind/sheltered workshop will provide and (2) should include evidence of the organization for the blind/sheltered workshop qualifications (e.g. copy of certificate or Certificate Number for Missouri Sheltered Workshop).

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

- c. The following websites provide information regarding Missouri sheltered workshops:
- 1) Listing of Missouri Sheltered Workshops:  
<http://dese.mo.gov/special-education/sheltered-workshops/directories>
  - 2) Missouri Sheltered Workshop Products/Services Locator:  
<http://moworkshops.org/services.html>
- d. The websites for the Missouri Lighthouse for the Blind and the Alphapointe Association for the Blind can be found at the following Internet addresses:

<http://www.lhbindustries.com>

<http://www.alphapointe.org>

- e. Commitment – If the vendor’s proposal is awarded, the organization for the blind or sheltered workshop participation committed to by the vendor on Exhibit L, Participation Commitment, shall be interpreted as a contractual requirement.

3.9.2 Service-Disabled Veteran Business Enterprises (SDVEs) – Pursuant to section 34.074, RSMo, and 1 CSR 40-1.050, the Division of Purchasing (Purchasing) has a goal of awarding three (3) percent of all contracts for the performance of any job or service to qualified service-disabled veteran business enterprises (SDVEs). A three (3) point bonus preference shall be granted to vendors including products and/or services manufactured, produced or assembled by a qualified SDVE.

- a. In order to qualify for the three bonus points, the following conditions must be met and the following evidence must be provided:
  - 1) The vendor must either be an SDVE or must be proposing to utilize an SDVE as a subcontractor and/or supplier that provides at least three percent (3%) of the total contract value.
  - 2) The services performed or the products provided by the SDVE must provide a commercially useful function related to the delivery of the contractually-required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract. Therefore, if the services performed or the products provided by the SDVE are utilized, to any extent, in the vendor’s obligations outside of the contract, it shall not be considered a valid added value to the contract and shall not qualify as participation in accordance with this clause.
  - 3) In order to receive evaluation consideration for participation by an SDVE, the vendor must provide the following information with the proposal:
    - Participation Commitment - The vendor must complete Exhibit L, Participation Commitment, by identifying each proposed SDVE, the committed percentage of participation for each SDVE, and the commercially useful products/services to be provided by the listed SDVE. If the vendor submitting the proposal is a qualified SDVE, the vendor must be listed in the appropriate table on the Participation Commitment Form.
    - Documentation of Intent to Participate – The vendor must either provide a properly completed Exhibit M, Documentation of Intent to Participate Form or letter of intent recently signed by the proposed SDVE which: (1) must describe the products/services the SDVE will provide and (2) must include the SDV Documents described below as evidence that the SDVE is qualified, as defined herein.
    - Service-Disabled Veteran (SDV) Documents - If a participating organization is an SDVE, unless previously submitted within the past three (3) years to the Purchasing, the vendor must provide the following Service-Disabled Veteran (SDV) documents:
      - ✓ a copy of the SDV’s award letter from the Department of Veterans Affairs or a copy of the SDV’s discharge paper (DD Form 214, Certificate of Release or Discharge from Active Duty); and
      - ✓ a copy of the SDV’s documentation certifying disability by the appropriate federal agency responsible for the administration of veterans’ affairs.

NOTE:

- a) If the vendor submitting the proposal is a qualified SDVE, the vendor must include the SDV Documents as evidence that the vendor qualifies as an SDVE. However, the vendor is not required to complete Exhibit M, Documentation of Intent to Participate Form or provide a recently dated letter of intent.
    - b) If the SDVE and SDV are listed on the following internet address, the vendor is not required to provide the SDV Documents listed above.  
<http://content.oa.mo.gov/sites/default/files/sdvelisting.pdf>
  - b. Commitment – If awarded a contract, the SDVE participation committed to by the vendor on Exhibit L, Participation Commitment, shall be interpreted as a contractual requirement.
  - c. Definition - Qualified SDVE:
    - 1) SDVE is doing business as a Missouri firm, corporation, or individual or maintaining a Missouri office or place of business, not including an office of a registered agent;
    - 2) SDVE has not less than fifty-one percent (51%) of the business owned by one (1) or more service-disabled veterans (SDVs) or, in the case of any publicly-owned business, not less than fifty-one percent (51%) of the stock of which is owned by one (1) or more SDVs;
    - 3) SDVE has the management and daily business operations controlled by one (1) or more SDVs;
    - 4) SDVE has a copy of the SDV's award letter from the Department of Veterans Affairs or a copy of the SDV's discharge paper (DD Form 214, Certificate of Release or Discharge from Active Duty), and a copy of the SDV's documentation certifying disability by the appropriate federal agency responsible for the administration of veterans' affairs; and
    - 5) SDVE possesses the power to make day-to-day as well as major decisions on matters of management, policy, and operation.
- 3.9.3 Affidavit of Work Authorization and Documentation - Pursuant to section 285.530, RSMo, if the vendor meets the section 285.525, RSMo, definition of a "business entity" ((<http://www.moga.mo.gov/mostatutes/stathtml/28500005301.html?&me=285.530>), the vendor must affirm the vendor's enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services requested herein. The vendor should complete applicable portions of Exhibit N, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization. The applicable portions of Exhibit N must be submitted prior to an award of a contract.
- 3.9.4 The vendor should complete and submit Exhibit O, Miscellaneous Information.
- 3.9.5 Business Compliance - The vendor must be in compliance with the laws regarding conducting business in the State of Missouri. The vendor certifies by signing the signature page of this original document and any addendum signature page(s) that the vendor and any proposed subcontractors either are presently in compliance with such laws or shall be in compliance with such laws prior to any resulting contract award. The vendor shall provide documentation of compliance upon request by the Division of Purchasing. The compliance to conduct business in the state shall include, but not necessarily be limited to:
- a. Registration of business name (if applicable) with the Secretary of State at <http://sos.mo.gov/business/startBusiness.asp>
  - b. Certificate of authority to transact business/certificate of good standing (if applicable)
  - c. Taxes (e.g., city/county/state/federal)
  - d. State and local certifications (e.g., professions/occupations/activities)
  - e. Licenses and permits (e.g., city/county license, sales permits)

- f. Insurance (e.g., worker's compensation/unemployment compensation)

The vendor should refer to the Missouri Business Portal at <http://business.mo.gov> for additional information.

**EXHIBIT A****PRICING PAGE**

**Monthly Price** - The vendor shall provide a price for each of the following total annual budget amounts for providing the services required herein in accordance with the provisions and requirements of this RFP. The vendor shall provide firm, fixed prices for the original contract period and maximum prices for each renewal period. (UNSPSC Code: 82101801)

Line Item	Annual Budget (includes cooperative marketing, only state agency portion)	Original Contract Period (Firm, Fixed Price)	First Renewal Period (Maximum price)	Second Renewal Period (Maximum price)	Third Renewal Period (Maximum price)
1	\$4.5 million or less	\$ _____ Per Month	\$ _____ Per Month	\$ _____ Per Month	\$ _____ Per Month
2	> \$4.5 million - \$6.5 million	\$ _____ Per Month	\$ _____ Per Month	\$ _____ Per Month	\$ _____ Per Month
3	> \$6.5 million – \$8.5 million	\$ _____ Per Month	\$ _____ Per Month	\$ _____ Per Month	\$ _____ Per Month
4	> \$8.5 million - \$10.5 million	\$ _____ Per Month	\$ _____ Per Month	\$ _____ Per Month	\$ _____ Per Month
5	> \$10.5 million - \$12.5 million	\$ _____ Per Month	\$ _____ Per Month	\$ _____ Per Month	\$ _____ Per Month
6	> \$12.5 million - \$14.5 million	\$ _____ Per Month	\$ _____ Per Month	\$ _____ Per Month	\$ _____ Per Month
7	> \$14.5 million	\$ _____ Per Month	\$ _____ Per Month	\$ _____ Per Month	\$ _____ Per Month

**Ongoing Website Maintenance/Support** - The vendor shall provide firm, fixed hourly pricing for website maintenance and support required herein in accordance with the provisions and requirements of this RFP. The vendor shall provide firm, fixed prices for the original contract period and maximum prices for each renewal period. All prices shall include travel expenses.

Line Item	Description	Original Contract Period (Firm, Fixed Price)	First Renewal Period (Maximum price)	Second Renewal Period (Maximum price)	Third Renewal Period (Maximum price)
8	Ongoing website maintenance and support	\$ _____ Per Hour	\$ _____ Per Hour	\$ _____ Per Hour	\$ _____ Per Hour

**EXHIBIT B**  
**TECHNICAL PROPOSAL**  
**PROPOSED METHODOLOGY, APPROACH, AND WORK PLAN**

Directions for Vendor: The vendor should present a written plan for performing the requirements specified in Section 2, Contractual Requirements. The Proposed Methodology, Approach, and Work Plan should be no longer than **25 pages**, including any exhibits related to the proposal. Standard fonts, 11 point or above, should be used.

In presenting the Proposed Methodology, Approach, and Work Plan, the vendor should discuss the following areas:

1) Integrated Marketing Program

- The vendor should submit a proposed integrated marketing program that demonstrates how the vendor proposed to reinforce the state agency's message in order to meet the objectives of the state agency.
  - ✓ The vendor should recommend a media mix and scheduling strategy for the state agency, which takes into consideration the segments targeted.
  - ✓ The vendor should recommend frequency and effective frequency levels.
  - ✓ The vendor should describe how the targeted segments will be reached, who will be reached, why they will be reached, and the best method to reach them.
  - ✓ To the extent possible, the vendor should describe how the vendor recommends the state agency proceed creatively.
  - ✓ The vendor should describe specific marketing activities proposed to reach the state agency's objectives.

2) Additional Programs

- The vendor should provide two (2) samples of generic advertisement design templates that could be used by smaller DMOs.
- Economic Impact to Missouri - the vendor should describe the economic advantages that will be realized as a result of the vendor performing the required services. The vendor should respond to the following:
  - Provide a description of the proposed services that will be performed and/or the proposed products that will be provided by Missourians and/or Missouri products.
  - Provide a description of the economic impact returned to the State of Missouri through tax revenue obligations.
  - Provide a description of the company's economic presence within the State of Missouri (e.g., type of facilities: sales offices; sales outlets; divisions; manufacturing; warehouse; other), including Missouri employee statistics.



**EXHIBIT E**  
**TECHNICAL PROPOSAL**  
**ACCOUNT TEAM QUALIFICATIONS – ACCOUNT PERSONNEL BIOGRAPHIES**

Directions for Vendor: No more than (2) Account Personnel's biographies will be considered in the evaluation. Biographies should be submitted in the attached format. One (1) of the Account Personnel should be identified as the vendor's primary person responsible for the delivery of the project. By including their biographies, the vendor is committing the Account Personnel members to support the project, should it be awarded.

<b>Name:</b>	
<b>Title:</b>	
<b>Proposed project role:</b>	
<b>% of time committed to project:</b>	

**Education, certifications, and other distinctions:**

Degree, certification, or other distinctions	Institution	Date
<i>Example: BA, Business Administration</i>	<i>Washington University in Saint Louis</i>	<i>2010</i>
<i>Example: MBA, Marketing</i>	<i>Northwestern University</i>	<i>2014</i>
<i>Example: Lean Six Sigma Black Belt</i>	<i>Villanova University (online)</i>	<i>2017</i>

**Employment history:**

Organization	Role	Dates
<i>Example: Current Co.</i>	<i>Partner and leader of organization design practice</i>	<i>2014-present</i>
<i>Example: Company ABC</i>	<i>Director, Strategy and Continuous Improvement</i>	<i>2010-2012</i>

**Specific experience relevant to project:**

Topic	Years of experience	Brief description of relevant experience (e.g., specific projects; previous employment)
Tourism		
Other		

**Other experience or background information:**

**EXHIBIT F**  
**TECHNICAL PROPOSAL**  
**ACCOUNT TEAM QUALIFICATIONS – CREATIVE PERSONNEL BIOGRAPHY**

Directions for Vendor: No more than one (1) Creative Personnel's biography will be considered in the evaluation. Biographies should be submitted in the attached format.

<b>Name:</b>	
<b>Title:</b>	
<b>Proposed project role:</b>	
<b>% of time committed to project:</b>	

**Education, certifications, and other distinctions:**

Degree, certification, or other distinctions	Institution	Date
<i>Example: BA, Business Administration</i>	<i>Washington University in Saint Louis</i>	<i>2010</i>
<i>Example: MBA, Marketing</i>	<i>Northwestern University</i>	<i>2014</i>
<i>Example: Lean Six Sigma Black Belt</i>	<i>Villanova University (online)</i>	<i>2017</i>

**Employment history:**

Organization	Role	Dates
<i>Example: Current Co.</i>	<i>Consultant</i>	<i>2014-present</i>
<i>Example: Company ABC</i>	<i>Sales Associate, Southeast Region</i>	<i>2010-2012</i>

**Specific experience relevant to project:**

Topic	Years of experience	Brief description of relevant experience (e.g., specific projects; previous employment)
Tourism		
Campaign Development, including Strategic Input		
Other		

**Other experience or background information:**

**EXHIBIT G**  
**TECHNICAL PROPOSAL**  
**ACCOUNT TEAM QUALIFICATIONS – MEDIA PERSONNEL BIOGRAPHY**

Directions for Vendor: No more than one (1) media personnel's biography will be considered in the evaluation. Biographies should be submitted in the attached format.

<b>Name:</b>	
<b>Title:</b>	
<b>Proposed project role:</b>	
<b>% of time committed to project:</b>	

**Education, certifications, and other distinctions:**

Degree, certification, or other distinctions	Institution	Date
<i>Example: BA, Business Administration</i>	<i>Washington University in Saint Louis</i>	<i>2010</i>
<i>Example: MBA, Marketing</i>	<i>Northwestern University</i>	<i>2014</i>
<i>Example: Lean Six Sigma Black Belt</i>	<i>Villanova University (online)</i>	<i>2017</i>

**Employment history:**

Organization	Role	Dates
<i>Example: Current Co.</i>	<i>Consultant</i>	<i>2014-present</i>
<i>Example: Company ABC</i>	<i>Sales Associate, Southeast Region</i>	<i>2010-2012</i>

**Specific experience relevant to project:**

Topic	Years of experience	Brief description of relevant experience (e.g., specific projects; previous employment)
Tourism		
Media Billings, including Size		
Digital Media Tracking		
Other		

**Other experience or background information:**

**EXHIBIT H**  
**TECHNICAL PROPOSAL**  
**ACCOUNT TEAM QUALIFICATIONS – PUBLIC RELATIONS PERSONNEL BIOGRAPHIES**

Directions for Vendor: No more than two (2) public relations personnel's' biographies will be considered in the evaluation. Biographies should be submitted in the attached format.

<b>Name:</b>	
<b>Title:</b>	
<b>Proposed project role:</b>	
<b>% of time committed to project:</b>	

**Education, certifications, and other distinctions:**

Degree, certification, or other distinctions	Institution	Date
<i>Example: BA, Business Administration</i>	<i>Washington University in Saint Louis</i>	<i>2010</i>
<i>Example: MBA, Marketing</i>	<i>Northwestern University</i>	<i>2014</i>
<i>Example: Lean Six Sigma Black Belt</i>	<i>Villanova University (online)</i>	<i>2017</i>

**Employment history:**

Organization	Role	Dates
<i>Example: Current Co.</i>	<i>Consultant</i>	<i>2014-present</i>
<i>Example: Company ABC</i>	<i>Sales Associate, Southeast Region</i>	<i>2010-2012</i>

**Specific experience relevant to project:**

Topic	Years of experience	Brief description of relevant experience (e.g., specific projects; previous employment)
Tourism		
National Media Pitching		
Other		

**Other experience or background information:**

**EXHIBIT I**  
**TECHNICAL PROPOSAL**  
**ACCOUNT TEAM QUALIFICATIONS – FINANCIAL PERSONNEL BIOGRAPHY**

Directions for Vendor: No more than one (1) financial personnel's biography will be considered in the evaluation. Biographies should be submitted in the attached format.

<b>Name:</b>	
<b>Title:</b>	
<b>Proposed project role:</b>	
<b>% of time committed to project:</b>	

**Education, certifications, and other distinctions:**

Degree, certification, or other distinctions	Institution	Date
<i>Example: BA, Business Administration</i>	<i>Washington University in Saint Louis</i>	<i>2010</i>
<i>Example: MBA, Marketing</i>	<i>Northwestern University</i>	<i>2014</i>
<i>Example: Lean Six Sigma Black Belt</i>	<i>Villanova University (online)</i>	<i>2017</i>

**Employment history:**

Organization	Role	Dates
<i>Example: Current Co.</i>	<i>Consultant</i>	<i>2014-present</i>
<i>Example: Company ABC</i>	<i>Sales Associate, Southeast Region</i>	<i>2010-2012</i>

**Specific experience relevant to project:**

Topic	Years of experience	Brief description of relevant experience (e.g., specific projects; previous employment)
Tourism		
Other		

**Other experience or background information:**

**EXHIBIT J**  
**TECHNICAL PROPOSAL**  
**ACCOUNT TEAM QUALIFICATIONS – INTERACTIVE PERSONNEL BIOGRAPHIES**

Directions for Vendor: No more than three (3) Interactive Personnel's biographies will be considered in the evaluation. Biographies should be submitted in the attached format.

<b>Name:</b>	
<b>Title:</b>	
<b>Proposed project role:</b>	
<b>% of time committed to project:</b>	

**Education, certifications, and other distinctions:**

Degree, certification, or other distinctions	Institution	Date
<i>Example: BA, Business Administration</i>	<i>Washington University in Saint Louis</i>	<i>2010</i>
<i>Example: MBA, Marketing</i>	<i>Northwestern University</i>	<i>2014</i>
<i>Example: Lean Six Sigma Black Belt</i>	<i>Villanova University (online)</i>	<i>2017</i>

**Employment history:**

Organization	Role	Dates
<i>Example: Current Co.</i>	<i>Consultant</i>	<i>2014-present</i>
<i>Example: Company ABC</i>	<i>Sales Associate, Southeast Region</i>	<i>2010-2012</i>

**Specific experience relevant to project:**

Topic	Years of experience	Brief description of relevant experience (e.g., specific projects; previous employment)
Tourism		
Other		

**Other experience or background information:**

**EXHIBIT J**  
**TECHNICAL PROPOSAL**  
**ACCOUNT TEAM QUALIFICATIONS – SHARED/SOCIAL PERSONNEL BIOGRAPHY**

Directions for Vendor: No more than one (1) shared/social personnel's biography will be considered in the evaluation. Biographies should be submitted in the attached format.

<b>Name:</b>	
<b>Title:</b>	
<b>Proposed project role:</b>	
<b>% of time committed to project:</b>	

**Education, certifications, and other distinctions:**

Degree, certification, or other distinctions	Institution	Date
<i>Example: BA, Business Administration</i>	<i>Washington University in Saint Louis</i>	<i>2010</i>
<i>Example: MBA, Marketing</i>	<i>Northwestern University</i>	<i>2014</i>
<i>Example: Lean Six Sigma Black Belt</i>	<i>Villanova University (online)</i>	<i>2017</i>

**Employment history:**

Organization	Role	Dates
<i>Example: Current Co.</i>	<i>Consultant</i>	<i>2014-present</i>
<i>Example: Company ABC</i>	<i>Sales Associate, Southeast Region</i>	<i>2010-2012</i>

**Specific experience relevant to project:**

Topic	Years of experience	Brief description of relevant experience (e.g., specific projects; previous employment)
Tourism		
Tracking Trends on Social Media		
Other		

**Other experience or background information:**

**EXHIBIT K**  
**TECHNICAL PROPOSAL**  
**PAST PERFORMANCE**

Directions to Vendor: The vendor should provide the overall relevant vendor experience related to this RFP.

<b>Overall Relevant Vendor Experience</b> (succinctly identify experience in each of the qualification areas identified below)	
Marketing Agency of Record	



**EXHIBIT K**  
**TECHNICAL PROPOSAL**  
**PAST PERFORMANCE CONTINUED**

Directions to Vendor: The vendor should provide three (3) past performance reference case studies. Each should have been completed in the past three (3) years. At least two (2) should involve work for a state government agency of similar scale and complexity as the Division of Tourism. The vendor should copy and complete this Exhibit for each case study presented.

<b>CASE STUDY</b>	
<b>Project Title</b>	
<b>Duration of the Project</b>	
<b>Specific Contact Information:</b>	Organization Name: Contact Person Name: Telephone Number: Email Address:
<b>The vendor should summarize below the past project's context, objectives, approach and impact achieved relevant to this RFP.</b>	

**EXHIBIT L**  
**PARTICIPATION COMMITMENT**

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

For Minority Business Enterprise (MBE) and/or Woman Business Enterprise (WBE) Participation, if proposing an entity certified as both MBE and WBE, the vendor must either (1) enter the participation percentage under MBE or WBE, **or** must (2) divide the participation between both MBE and WBE. If dividing the participation, do not state the total participation on both the MBE and WBE Participation Commitment tables below. Instead, divide the total participation as proportionately appropriate between the tables below.

<b>MBE Participation Commitment Table</b>		
(The services performed or the products provided by the listed MBE must provide a commercially useful function related to the delivery of the contractually-required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract.)		
<b>Name of Each Qualified Minority Business Enterprise (MBE) Proposed</b>	<b>Committed Percentage of Participation for Each MBE (% of the Actual Total Contract Value)</b>	<b>Description of Products/Services to be Provided by Listed MBE</b>  <i>The vendor should also include the paragraph number(s) from the RFP which requires the product/service the MBE is proposed to perform and describe how the proposed product/service constitutes added value and will be exclusive to the contract.</i>
1.	%	Product/Service(s) proposed:  ----- <b>RFP Paragraph References:</b>
2.	%	Product/Service(s) proposed:  ----- <b>RFP Paragraph References:</b>
3.	%	Product/Service(s) proposed:  ----- <b>RFP Paragraph References:</b>
4.	%	Product/Service(s) proposed:  ----- <b>RFP Paragraph References:</b>
<b>Total MBE Percentage:</b>	<b>%</b>	

WBE Participation Commitment Table		
(The services performed or the products provided by the listed WBE must provide a commercially useful function related to the delivery of the contractually-required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract.)		
Name of Each Qualified Women Business Enterprise (WBE) proposed	Committed Percentage of Participation for Each WBE (% of the Actual Total Contract Value)	Description of Products/Services to be Provided by Listed WBE  <i>The vendor should also include the paragraph number(s) from the RFP which requires the product/service the WBE is proposed to perform and describe how the proposed product/service constitutes added value and will be exclusive to the contract.</i>
1.	%	Product/Service(s) proposed: ----- RFP Paragraph References:
2.	%	Product/Service(s) proposed: ----- RFP Paragraph References:
3.	%	Product/Service(s) proposed: ----- RFP Paragraph References:
4.	%	Product/Service(s) proposed: ----- RFP Paragraph References:
<b>Total WBE Percentage:</b>	<b>%</b>	

### Organization for the Blind/Sheltered Workshop Commitment Table

- The services performed or the products provided by the listed Organization for the Blind/Sheltered Workshop must provide a commercially useful function related to the delivery of the contractually-required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract.
- The vendor must either be an organization for the blind or sheltered workshop or must be proposing to utilize an organization for the blind/sheltered workshop as a subcontractor and/or supplier in an amount that must equal, at a minimum, the greater of \$5,000 or 2% of the total dollar value of the contract for purchases not exceeding \$10 million.
- The vendor may propose more than one organization for the blind/sheltered workshop as part of the vendor's total committed participation. However, the services performed or products provided must still meet the requirements noted herein.

Name of Organization for the Blind or Sheltered Workshop Proposed	Committed Participation (\$ amount or % of total value of contract)	Description of Products/Services to be Provided by Listed Organization for the Blind/Sheltered Workshop <i>The vendor should also include the paragraph number(s) from the RFP which requires the product/service the organization for the blind/sheltered workshop is proposed to perform and describe how the proposed product/service constitutes added value and will be exclusive to the contract.</i>
1.		Product/Service(s) proposed: ----- RFP Paragraph References:
2.		Product/Service(s) proposed: ----- RFP Paragraph References:
<b>Total Blind/Sheltered Workshop Percentage:</b>	<b>%</b>	

### SDVE Participation Commitment Table

(The services performed or the products provided by the listed SDVE must provide a commercially useful function related to the delivery of the contractually-required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract.)

Name of Each Qualified Service-Disabled Veteran Business Enterprise (SDVE) Proposed	Committed Percentage of Participation for Each SDVE (% of the Actual Total Contract Value)	Description of Products/Services to be Provided by Listed SDVE <i>The vendor should also include the paragraph number(s) from the RFP which requires the product/service the SDVE is proposed to perform and describe how the proposed product/service constitutes added value and will be exclusive to the contract.</i>
1.	%	Product/Service(s) proposed: ----- RFP Paragraph References:
2.	%	Product/Service(s) proposed: ----- RFP Paragraph References:
<b>Total SDVE Percentage:</b>	<b>%</b>	

**EXHIBIT M****DOCUMENTATION OF INTENT TO PARTICIPATE**

If the vendor is proposing to include the participation of a Minority Business Enterprise/Women Business Enterprise (MBE/WBE) and/or Organization for the Blind/Sheltered Workshop and/or qualified Service-Disabled Veteran Business Enterprise (SDVE) in the provision of the products/services required in the RFP, the vendor must either provide this Exhibit or letter of intent recently signed by the proposed MBE/WBE, Organization for the Blind, Sheltered Workshop, and/or SDVE documenting the following information with the vendor's proposal.

~ Copy This Form For Each Organization Proposed ~

Offeror Name: \_\_\_\_\_

**This Section To Be Completed by Participating Organization:**

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

Indicate appropriate business classification(s):

\_\_\_\_\_ MBE \_\_\_\_\_ WBE \_\_\_\_\_ Organization for the Blind \_\_\_\_\_ Sheltered Workshop \_\_\_\_\_ SDVE

Name of Organization: \_\_\_\_\_

(Name of MBE, WBE, Organization for the Blind, Sheltered Workshop, or SDVE)

Contact Name: \_\_\_\_\_

Email: \_\_\_\_\_

Address (If SDVE,  
provide MO Address): \_\_\_\_\_

Phone #: \_\_\_\_\_

City: \_\_\_\_\_

Fax #: \_\_\_\_\_

State/Zip: \_\_\_\_\_

Certification # \_\_\_\_\_

SDVE's Website \_\_\_\_\_

Certification (or attach copy of  
Expiration certification)  
Date: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Service-Disabled

SDV's

Veteran's (SDV) Name: \_\_\_\_\_

Signature: \_\_\_\_\_

(Please Print)

**PRODUCTS/SERVICES PARTICIPATING ORGANIZATION AGREED TO PROVIDE**

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Authorized Signature:**

\_\_\_\_\_  
*Authorized Signature of Participating Organization*  
*(MBE, WBE, Organization for the Blind, Sheltered Workshop, or*  
*SDVE)*

\_\_\_\_\_  
*Date*

**EXHIBIT M (continued)****DOCUMENTATION OF INTENT TO PARTICIPATE****SERVICE-DISABLED VETERAN BUSINESS ENTERPRISE (SDVE)**

If a participating organization is an SDVE, unless the Service-Disabled Veteran (SDV) documents were previously submitted within the past three (3) years to the Division of Purchasing (Purchasing), the vendor **must** provide the following SDV documents:

- ✓ a copy of the SDV's Certificate of Release or Discharge from Active Duty (DD Form 214), and a copy of the SDV's disability rating letter issued by the Department of Veterans Affairs establishing a service connected disability rating, or a Department of Defense determination of service connected disability.

(NOTE: The SDV's Certificate of Release or Discharge from Active Duty (DD Form 214), and the SDV's disability rating letter issued by the Department of Veterans Affairs establishing a service connected disability rating, or Department of Defense determination of service connected disability shall be considered confidential pursuant to subsection 14 of section 610.021, RSMo.)

The vendor should check the appropriate statement below and, if applicable, provide the requested information.

- ☐ No, I have not previously submitted the SDV documents specified above to Purchasing and therefore have enclosed the SDV documents.
- ☐ Yes, I previously submitted the SDV documents specified above within the past three (3) years to Purchasing.

**Date** SDV Documents were Submitted: \_\_\_\_\_

Previous **Proposal/Contract Number** for Which the SDV Documents were Submitted:  
 \_\_\_\_\_  
 (if applicable and known)

(NOTE: If the proposed SDVE and SDV are listed on the Purchasing SDVE database located at <http://oa.mo.gov/sites/default/files/sdvelisting.pdf>, then the SDV documents have been submitted to Purchasing within the past three [3] years. However, if it has been determined that an SDVE at any time no longer meets the requirements stated above, Purchasing will remove the SDVE and associated SDV from the database.)

**FOR STATE USE ONLY**

SDV Documents - Verification Completed By:

\_\_\_\_\_  
 Buyer

\_\_\_\_\_  
 Date

**EXHIBIT N****BUSINESS ENTITY CERTIFICATION, ENROLLMENT DOCUMENTATION,  
AND AFFIDAVIT OF WORK AUTHORIZATION****BUSINESS ENTITY CERTIFICATION:**

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

- |               |   |
|---------------|---|
| <b>BOX A:</b> | To be completed by a non-business entity as defined below.  |
| <b>BOX B:</b> | To be completed by a business entity who has not yet completed and submitted documentation pertaining to the federal work authorization program as described at <a href="http://www.uscis.gov/e-verify">http://www.uscis.gov/e-verify</a> . |
| <b>BOX C:</b> | To be completed by a business entity who has current work authorization documentation on file with a Missouri state agency including Division of Purchasing.  |

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

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

**BOX A – CURRENTLY NOT A BUSINESS ENTITY**

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

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

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

\_\_\_\_\_  
Authorized Representative's Name (Please Print)

\_\_\_\_\_  
*Authorized Representative's Signature*

\_\_\_\_\_  
Company Name (if applicable)

\_\_\_\_\_  
Date

**EXHIBIT N, continued**

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

**BOX B – CURRENT BUSINESS ENTITY STATUS**

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

\_\_\_\_\_  
Authorized Business Entity Representative's  
Name (Please Print)

\_\_\_\_\_  
*Authorized Business Entity  
Representative's Signature*

\_\_\_\_\_  
Business Entity Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
E-Mail Address

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

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



**EXHIBIT N, continued**

**AFFIDAVIT OF WORK AUTHORIZATION:**

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

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

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

<i>Authorized Representative's Signature</i>	Printed Name
Title	Date
E-Mail Address	E-Verify Company ID Number

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

\_\_\_\_\_  
*Signature of Notary* *Date*

**EXHIBIT N, continued**

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

**BOX C – AFFIDAVIT ON FILE - CURRENT BUSINESS ENTITY STATUS**

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

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

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

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

**Date** of Previous E-Verify Documentation Submission: \_\_\_\_\_

Previous **Bid/Contract Number** for Which Previous E-Verify Documentation Submitted: \_\_\_\_\_ (if known)

\_\_\_\_\_  
Authorized Business Entity Representative's  
Name (Please Print)

\_\_\_\_\_  
*Authorized Business Entity  
Representative's Signature*

\_\_\_\_\_  
Business Entity Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
E-Mail Address

\_\_\_\_\_  
E-Verify MOU Company ID Number

**FOR STATE OF MISSOURI USE ONLY**

Documentation Verification Completed By:

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Date

**EXHIBIT O****MISCELLANEOUS INFORMATION**

**Location of Services:** The vendor should provide the location and total number of personnel operating out of the office proposed.

Location Address	Number of Personnel

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

Are any of the vendor's proposed products and/or services being manufactured or performed at sites outside the United States?	Yes _____	No _____
If YES, do the proposed products/services satisfy the conditions described in section 4, subparagraphs 1, 2, 3, and 4 of Executive Order 04-09? (see the following web link: <a href="http://s1.sos.mo.gov/CMSImages/Library/Reference/Orders/2004/eo_04_009.pdf">http://s1.sos.mo.gov/CMSImages/Library/Reference/Orders/2004/eo_04_009.pdf</a> )	Yes _____	No _____
<p>If YES, mark the appropriate exemption below, and provide the requested details:</p> <p>1. _____ Unique good or service.</p> <ul style="list-style-type: none"> <li>EXPLAIN: _____</li> </ul> <p>2. _____ Foreign firm hired to market Missouri services/products to a foreign country.</p> <ul style="list-style-type: none"> <li>Identify foreign country: _____</li> </ul> <p>3. _____ Economic cost factor exists</p> <ul style="list-style-type: none"> <li>EXPLAIN: _____</li> </ul> <p>4. _____ Vendor/subcontractor maintains significant business presence in the United States and only performs trivial portion of contract work outside US.</p> <ul style="list-style-type: none"> <li>Identify maximum percentage of the overall value of the contract, for any contract period, attributed to the value of the products and/or services being manufactured or performed at sites outside the United States: _____%</li> <li>Specify what contract work would be performed outside the United States: _____</li> </ul>		

**Employee/Conflict of Interest:**

Vendors who are elected or appointed officials or employees of the State of Missouri or any political subdivision thereof, serving in an executive or administrative capacity, must comply with sections 105.450 to 105.458, RSMo, regarding conflict of interest. If the vendor or any owner of the vendor's organization is currently an elected or appointed official or an employee of the State of Missouri or any political subdivision thereof, please provide the following information:	
Name and title of elected or appointed official or employee of the State of Missouri or any political subdivision thereof:	

If employee of the State of Missouri or political subdivision thereof, provide name of state agency or political subdivision where employed:	
Percentage of ownership interest in vendor's organization held by elected or appointed official or employee of the State of Missouri or political subdivision thereof:	_____ %

**Registration of Business Name (if applicable) with the Missouri Secretary of State:** The vendor should indicate the vendor's charter number and company name with the Missouri Secretary of State. Additionally, the vendor should provide proof of the vendor's good standing status with the Missouri Secretary of State. If the vendor is exempt from registering with the Missouri Secretary of State pursuant to section 351.572, RSMo., identify the specific section of 351.572 RSMo., which supports the exemption.

<i><b>Charter Number (if applicable)</b></i>	<i><b>Company Name</b></i>
If exempt from registering with the Missouri Secretary of State pursuant to section 351.572 RSMo., identify the section of 351.572 to support the exemption:	

**Proposed Subcontractors** - The vendor should identify any subcontractor(s) proposed to provide any of the services required herein.

Proposed Subcontractor Name and Address	Service Proposed to be Provided by the Proposed Subcontractor

**ATTACHMENT 1****EVALUATION CRITERIA**

As explained in Section 3.3, Evaluation and Award Process, proposals will be evaluated using the weighting of factors found in that section.

<b>Category</b>	<b>Element</b>	<b>Points</b>
<b>COST PROPOSAL</b>		<b>70 points</b>
<b>TECHNICAL PROPOSAL</b>		<b>120 points</b>
Proposed Methodology, Approach, and Work Plan		45 points
	Integrated Marketing Program	30 points
	Additional Programs	15 points
Account Team Qualifications		35 points
	Account Service	5 points
	Creative	5 points
	Media	5 points
	Public Relations	5 points
	Financial	5 points
	Interactive	5 points
	Shared/Social	5 points
Past Performance		40 points
	Overall Relevant Vendor Experience	25 points
	Case Study #1	5 points
	Case Study #2	5 points
	Case Study #3	5 points
<b>MBE/WBE PARTICIPATION</b>		<b>10 Points</b>
<b>TOTAL</b>		<b>200 points</b>

**Scoring of Cost**

For the Cost Proposal, the evaluation shall be determined based on the formula identified in Section 3.4, Evaluation of Cost, of the RFP.

**Scoring of Proposed Methodology, Approach, and Work Plan**

The state will assess the Proposed Methodology, Approach, and Work Plan based upon the adjectival categories in Table 1.

<b>TABLE 1</b>	
<b>Rating</b>	<b>Definition</b>
<b>Distinctive</b>	Proposal exceeds the requirements in a way that promises significant benefits to the government; proposal presents innovative, and/or best-in-class solutions; high confidence in the proposed approach
<b>Superior</b>	Proposals meets all requirements; proposal offers some benefits beyond the stated requirements; no material weaknesses; high confidence in the proposed approach
<b>Satisfactory</b>	Proposal meets all requirements; proposal offers no significant benefits beyond the stated requirements; no significant weaknesses exist; reasonable confidence in the proposed approach
<b>Marginal</b>	Proposal has one or more significant weaknesses and proposal provides limited details; significant weaknesses are correctable without major revisions to the proposal; moderate confidence in the proposed approach

<b>Unsatisfactory</b>	Proposal has several significant weaknesses and proposal lacks detail and/or clarity, for which correction would require major revisions or redirection of the proposal and/or proposal solution; little or no confidence in the proposed approach
-----------------------	--

The adjectival rating for the specific elements of the Proposed Methodology, Approach, and Work Plan will have the point values as shown in Table 2:

<b>TABLE 2</b>					
	<b>Distinctive</b>	<b>Superior</b>	<b>Satisfactory</b>	<b>Marginal</b>	<b>Unsatisfactory</b>
<b>Integrated Marketing Program</b>	30	20	12	8	0
<b>Additional Programs</b>	15	12	8	5	0

### Scoring of Account Team Qualifications

The state will assess the Account Team Qualifications based upon the adjectival categories in Table 3.

<b>TABLE 3</b>	
<b>Rating</b>	<b>Definition</b>
<b>Distinctive</b>	Team exceeds the requirements with superlative experience, qualifications, and/or expertise in a way that promises significant benefits to the government; team has track record of delivering significant impact in complex and demanding situations, and/or recognized as leaders or emerging leaders among relevant peer groups; high confidence with the team's qualifications
<b>Superior</b>	Team meets all requirements and offers experience, qualifications, and demonstrated expertise that goes beyond stated requirements; no material weaknesses; confidence with the team's qualifications
<b>Satisfactory</b>	Team meets all requirements; offers no significant benefits beyond the stated requirements; no significant weaknesses exist; reasonable confidence with the team's qualifications
<b>Marginal</b>	Team has one or more significant weaknesses; significant weaknesses are manageable; moderate confidence with the team's qualifications
<b>Unsatisfactory</b>	Team has several significant weaknesses; which present significant risks to project delivery; little or no confidence with the team's qualifications

The adjectival ratings for the Account Team will have point values as shown in Table 4:

<b>TABLE 4</b>					
	<b>Distinctive</b>	<b>Superior</b>	<b>Satisfactory</b>	<b>Marginal</b>	<b>Unsatisfactory</b>
<b>Account</b>	5	4	3	1	0
<b>Creative</b>	5	4	3	1	0
<b>Media</b>	5	4	3	1	0
<b>Public Relations</b>	5	4	3	1	0
<b>Financial</b>	5	4	3	1	0
<b>Interactive</b>	5	4	3	1	0
<b>Shared/Social</b>	5	4	3	1	0

### Scoring of Past Performance

The state will assess the Vendor's Past Performance based upon the adjectival categories in Table 5:

<b>TABLE 5</b>
----------------

CASE STUDY/REFERENCE	
Rating	Definition
<b>Distinctive</b>	Past performance was recent and involved essentially the same scope and magnitude of effort and complexities required in this RFP. Reference indicated past performance significantly exceeded overall requirements and expectations; delivered significant and/or innovative impact.
<b>Superior</b>	Past performance was recent involved similar scope and magnitude of effort and complexities required in the RFP. Reference indicated past performance exceeded requirements on some dimensions.
<b>Satisfactory</b>	Past performance was relatively recent and involved some of the scope and magnitude of effort and complexities required in the RFP. Reference indicated past performance met minimum requirements.
<b>Marginal</b>	Past performance met requirements, but only after significant extra effort, significant delay, significant scope revisions were found necessary, and/or other adverse factors.
<b>Unsatisfactory</b>	Past performance is not relevant to the requirements in the RFP, or resulted in failed project/work due to mainly to the fault of the vendor.

The adjectival rating for each Past Performance Reference Case Study will have a point value as shown in Table 6:

TABLE 6					
	Distinctive	Superior	Satisfactory	Marginal	Unsatisfactory
<b>Overall Relevant Experience</b>	25	15	10	5	0
<b>Case study #1</b>	5	3	2	1	0
<b>Case study #2</b>	5	3	2	1	0
<b>Case study #3</b>	5	3	2	1	0

**Attachments 2-7**

Attachments 2 through 7 are separate links that must be downloaded separately from the MissouriBUYS Statewide eProcurement System at: <https://missouribuys.mo.gov/bidboard.html>.



**STATE OF MISSOURI  
DIVISION OF PURCHASING**

**TERMS AND CONDITIONS -- REQUEST FOR PROPOSAL**

**1. TERMINOLOGY/DEFINITIONS**

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

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

**2. APPLICABLE LAWS AND REGULATIONS**

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

**3. OPEN COMPETITION/REQUEST FOR PROPOSAL DOCUMENT**

- a. It shall be the vendor's responsibility to ask questions, request changes or clarification, or otherwise advise Purchasing if any language, specifications or requirements of an RFP appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements stated in the RFP to a single source. Any and all communication from vendors regarding specifications, requirements, competitive proposal process, etc., must be directed to the buyer from Purchasing, unless the RFP specifically refers the vendor to another contact. Such e-mail, fax, or phone communication should be received at least ten calendar days prior to the official proposal end date.
- b. Every attempt shall be made to ensure that the vendor receives an adequate and prompt response. However, in order to maintain a fair and equitable procurement process, all vendors will be advised, via the issuance of an addendum to the RFP, of any relevant or pertinent information related to the procurement. Therefore, vendors are advised that unless specified elsewhere in the RFP, any questions received less than ten calendar days prior to the RFP end date may not be answered.
- c. Vendors are cautioned that the only official position of the State of Missouri is that which is issued by Purchasing in the RFP or an addendum thereto. No other means of communication, whether oral or written, shall be construed as a formal or official response or statement.
- d. Purchasing monitors all procurement activities to detect any possibility of deliberate restraint of competition, collusion among vendors, price-fixing by vendors, or any other anticompetitive conduct by vendors which appears to violate state and federal antitrust laws. Any suspected violation shall be referred to the Missouri Attorney General's Office for appropriate action.
- e. The RFP is available for viewing and downloading on the MissouriBUYS Statewide eProcurement System. Registered vendors are electronically notified of those proposal opportunities that match the commodity codes for which the vendor registered in MissouriBUYS. If a registered vendor's e-mail address is incorrect, the vendor must update the e-mail address themselves on the state's MissouriBUYS Statewide eProcurement System at <https://missouribuy.mo.gov/>.
- f. Purchasing reserves the right to officially amend or cancel an RFP after issuance. It shall be the sole responsibility of the vendor to monitor the MissouriBUYS Statewide eProcurement System to obtain a copy of the addendum(s). Registered vendors who received e-mail notification of the proposal opportunity when the RFP was established and registered vendors who have responded to the RFP on-line prior to an addendum being issued should

receive e-mail notification of the addendum(s). Registered vendors who received e-mail notification of the proposal opportunity when the RFP was established and registered vendors who have responded to the proposal on-line prior to a cancellation being issued should receive e-mail notification of a cancellation issued prior to the exact end date and time specified in the RFP.

#### 4. PREPARATION OF PROPOSALS

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

#### 5. SUBMISSION OF PROPOSALS

- a. Registered vendors may submit proposals electronically through the MissouriBUYS Statewide eProcurement System at <https://missouribuy.mo.gov/> or by delivery of a hard copy to the Purchasing office. Vendors that have not registered on the MissouriBUYS Statewide eProcurement System may submit proposals hard copy delivered to the Purchasing office. Delivered proposals must be sealed in an envelope or container, and received in the Purchasing office located at 301 West High St, Rm 630 in Jefferson City, MO no later than the exact end date and time specified in the RFP. All proposals must (1) be submitted by a duly authorized representative of the vendor's organization, (2) contain all information required by the RFP, and (3) be priced as required. Hard copy proposals may be mailed to the Purchasing post office box address. However, it shall be the responsibility of the vendor to ensure their proposal is in the Purchasing office (address listed above) no later than the exact end date and time specified in the RFP.
- b. The sealed envelope or container containing a proposal should be clearly marked on the outside with (1) the official RFP number and (2) the official end date and time. Different proposals should not be placed in the same envelope, although copies of the same proposal may be placed in the same envelope.
- c. A proposal submitted electronically by a registered vendor may be modified on-line prior to the official end date and time. A proposal which has been delivered to the Purchasing office may be modified by signed, written notice which has been received by Purchasing prior to the official end date and time specified. A proposal may also be modified in person by the vendor or its authorized representative, provided proper identification is presented before the official end date and time. Telephone or telegraphic requests to modify a proposal shall not be honored.
- d. A proposal submitted electronically by a registered vendor may be retracted on-line prior to the official end date and time. A proposal which has been delivered to the Purchasing office may only be withdrawn by a signed, written document on company letterhead transmitted via mail, e-mail, or facsimile which has been received by Purchasing prior to the official end date and time specified. A proposal may also be withdrawn in person by the vendor or its authorized representative, provided proper identification is presented before the official end date and time. Telephone or telegraphic requests to withdraw a proposal shall not be honored.
- e. A proposal may also be withdrawn after the proposal opening through submission of a written request by an authorized representative of the vendor. Justification of withdrawal decision may include a significant error or exposure of proposal information that may cause irreparable harm to the vendor.
- f. When submitting a proposal electronically, the registered vendor indicates acceptance of all RFP requirements, terms and conditions by clicking on the "Accept" button on the Overview tab. Vendors delivering a hard copy proposal to Purchasing must sign and return the RFP cover page or, if applicable, the cover page of the last addendum thereto in order to constitute acceptance by the vendor of all RFP requirements, terms and conditions. Failure to do so may result in rejection of the proposal unless the vendor's full compliance with those documents is indicated elsewhere within the vendor's response.
- g. Faxed proposals shall not be accepted. However, faxed and e-mail no-bid notifications shall be accepted.

#### 6. PROPOSAL OPENING

- a. Proposal openings are public on the end date and at the opening time specified on the RFP document. Only the names of the respondents shall be read at the proposal opening. All vendors may view the same proposal response information on the MissouriBUYS Statewide eProcurement System. The contents of the responses shall not be disclosed at this time.
- b. Proposals which are not received in the Purchasing office prior to the official end date and time shall be considered late, regardless of the degree of lateness, and normally will not be opened. Late proposals may only be opened under extraordinary circumstances in accordance with 1 CSR 40-1.050.

#### 7. PREFERENCES

- a. In the evaluation of proposals, preferences shall be applied in accordance with chapter 34, RSMo, other applicable Missouri statutes, and applicable Executive Orders. Contractors should apply the same preferences in selecting subcontractors.
- b. By virtue of statutory authority, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, mined, processed or grown within the State of Missouri and to all firms, corporations or individuals doing business as Missouri firms, corporations or individuals. Such preference shall be given when quality is equal or better and delivered price is the same or less.

- c. In accordance with Executive Order 05-30, contractors are encouraged to utilize certified minority and women-owned businesses in selecting subcontractors.

## 8. EVALUATION/AWARD

- a. Any clerical error, apparent on its face, may be corrected by the buyer before contract award. Upon discovering an apparent clerical error, the buyer shall contact the vendor and request clarification of the intended proposal. The correction shall be incorporated in the notice of award. Examples of apparent clerical errors are: 1) misplacement of a decimal point; and 2) obvious mistake in designation of unit.
- b. Any pricing information submitted by a vendor shall be subject to evaluation if deemed by Purchasing to be in the best interest of the State of Missouri.
- c. The vendor is encouraged to propose price discounts for prompt payment or propose other price discounts that would benefit the State of Missouri. However, unless otherwise specified in the RFP, pricing shall be evaluated at the maximum potential financial liability to the State of Missouri.
- d. Awards shall be made to the vendor whose proposal (1) complies with all mandatory specifications and requirements of the RFP and (2) is the lowest and best proposal, considering price, responsibility of the vendor, and all other evaluation criteria specified in the RFP and any subsequent negotiations and (3) complies with chapter 34, RSMo, other applicable Missouri statutes, and all applicable Executive Orders.
- e. In the event all vendors fail to meet the same mandatory requirement in an RFP, Purchasing reserves the right, at its sole discretion, to waive that requirement for all vendors and to proceed with the evaluation. In addition, Purchasing reserves the right to waive any minor irregularity or technicality found in any individual proposal.
- f. Purchasing reserves the right to reject any and all proposals.
- g. When evaluating a proposal, the State of Missouri reserves the right to consider relevant information and fact, whether gained from a proposal, from a vendor, from vendor's references, or from any other source.
- h. Any information submitted with the proposal, regardless of the format or placement of such information, may be considered in making decisions related to the responsiveness and merit of a proposal and the award of a contract.
- i. Negotiations may be conducted with those vendors who submit potentially acceptable proposals. Proposal revisions may be permitted for the purpose of obtaining best and final offers. In conducting negotiations, there shall be no disclosure of any information submitted by competing vendors.
- j. Any award of a contract shall be made by notification from Purchasing to the successful vendor. Purchasing reserves the right to make awards by item, group of items, or an all or none basis. The grouping of items awarded shall be determined by Purchasing based upon factors such as item similarity, location, administrative efficiency, or other considerations in the best interest of the State of Missouri.
- k. Pursuant to section 610.021, RSMo, proposals and related documents shall not be available for public review until after a contract is executed or all proposals are rejected.
- l. Purchasing posts all proposal results on the MissouriBUYS Statewide eProcurement System for all vendors to view for a reasonable period after proposal award and maintains images of all proposal file material for review. Vendors who include an e-mail address with their proposal will be notified of the award results via e-mail.
- m. Purchasing reserves the right to request clarification of any portion of the vendor's response in order to verify the intent of the vendor. The vendor is cautioned, however, that its response may be subject to acceptance or rejection without further clarification.
- n. Any proposal award protest must be received within ten (10) business days after the date of award in accordance with the requirements of 1 CSR 40-1.050 (9).
- o. The final determination of contract(s) award shall be made by Purchasing.

## 9. CONTRACT/PURCHASE ORDER

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

## 10. INVOICING AND PAYMENT

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

## 11. DELIVERY

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

## 12. INSPECTION AND ACCEPTANCE

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

### **13. WARRANTY**

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

### **14. CONFLICT OF INTEREST**

- a. Elected or appointed officials or employees of the State of Missouri or any political subdivision thereof, serving in an executive or administrative capacity, must comply with sections 105.452 and 105.454, RSMo, regarding conflict of interest.
- b. The contractor hereby covenants that at the time of the submission of the proposal the contractor has no other contractual relationships which would create any actual or perceived conflict of interest. The contractor further agrees that during the term of the contract neither the contractor nor any of its employees shall acquire any other contractual relationships which create such a conflict.

### **15. REMEDIES AND RIGHTS**

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

### **16. CANCELLATION OF CONTRACT**

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

### **17. COMMUNICATIONS AND NOTICES**

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

### **18. BANKRUPTCY OR INSOLVENCY**

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

### **19. INVENTIONS, PATENTS AND COPYRIGHTS**

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

### **20. NON-DISCRIMINATION AND AFFIRMATIVE ACTION**

In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall agree not to discriminate against recipients of services or employees or applicants for employment on the basis of race, color, religion, national origin, sex, age, disability, or veteran status unless otherwise provided by law. If the contractor or subcontractor employs at least 50 persons, they shall have and maintain an affirmative action program which shall include:

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

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

## **21. AMERICANS WITH DISABILITIES ACT**

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

## **22. FILING AND PAYMENT OF TAXES**

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

## **23. TITLES**

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

Revised 10-19-15



BLACK RIVER, LESTERVILLE

*A couple. A journey across Missouri.*

# EXPLORING THE OUTDOORS AT ITS GREATEST.

Meet Ian and Kristina from Memphis. We gave them a camera and an adventure in the Show-Me State. You'll never guess where the trail led.

See more of their show,  
and start enjoying yours,  
at [VisitMO.com](http://VisitMO.com).



MISSOURI  
enjoy the show



CITY MUSEUM, ST. LOUIS

*This family. A camera. Their trip to Missouri.*

# SEE ALL THE FUN THAT DEVELOPS.

Follow the McCords from Chicago as they show what fun for the whole family looks like in the Show-Me State. This is just a glimpse of the excitement.

See more of their show, and start enjoying yours, at [VisitMO.com](http://VisitMO.com).

MISSOURI  
enjoy the show



MISSOURI STATE FAIR, SEDALIA

*This family. Their road trip in Missouri.*

# TALK ABOUT A THRILL RIDE.

Meet the Swartz family from Omaha. We gave them a camera and a vacation to the Show-Me State. Who knew they would discover this much fun?

See more of their show,  
and start enjoying yours,  
at [VisitMO.com](http://VisitMO.com).

MISSOURI  
enjoy the show



LIBERTY MEMORIAL, KANSAS CITY

*A family. A camera. A trip to Missouri.*

LOOKS LIKE A VACATION THEY'LL NEVER FORGET.

Follow the Swartz family from Omaha as they show off the fun they found in the Show-Me State. This is just one of their favorite memories.

See more of their show, and start enjoying yours, at [VisitMO.com](http://VisitMO.com).

MISSOURI  
enjoy the show



SAINT LOUIS ZOO

*A family. A vacation to Missouri.*

# THINGS ARE ABOUT TO GET WILD.

Meet the McCords from Chicago. We gave them a camera and a vacation to the Show-Me State. That's when all the fun really started.

See more of their show, and start enjoying yours, at [VisitMO.com](http://VisitMO.com).

MISSOURI  
enjoy the show



LAKE OF THE OZARKS

MISSOURI  
enjoy the show

*All smiles*

AND NOT A WORRY FOR MILES.

Equipped with a camera, the Corray family shows us a glimpse of their unforgettable cruise on the Lake of the Ozarks.

Hop aboard and start planning an adventure of your own at [VisitMO.com](http://VisitMO.com).





SUPER DAVE'S PADDLE CRAFT ADVENTURES, SUNRISE BEACH

*You'll find fun*

NO MATTER WHAT FLOATS YOUR BOAT.

We gave the Corray family  
a camera and a Missouri  
vacation full of fun and sun.

Follow them on their adventure,  
and start planning your own  
at [VisitMO.com](http://VisitMO.com).



MISSOURI  
enjoy the show



ELEPHANT ROCKS STATE PARK, BELLEVUE

# *Stumble upon* THE MOST BEAUTIFUL VIEWS.

We gave the Manno family a camera and an outdoor adventure in the Show-Me State. They found stunning sights all around.

See more of their show, and start planning your own at [VisitMO.com](http://VisitMO.com).

MISSOURI  
enjoy the show



JOHNSON'S SHUT-INS STATE PARK, LESTERVILLE



enjoy the show

*Who knows*

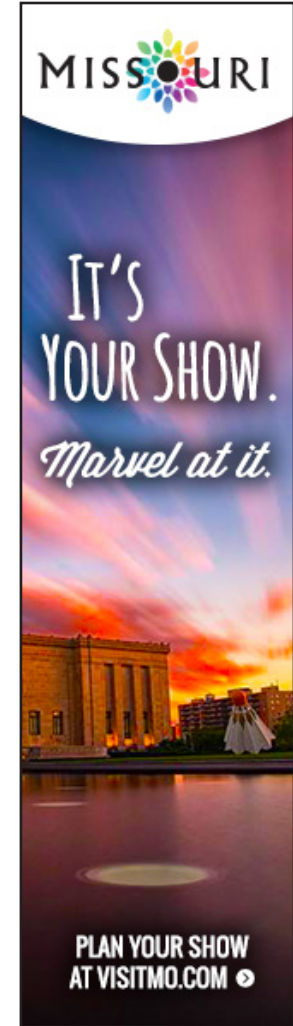
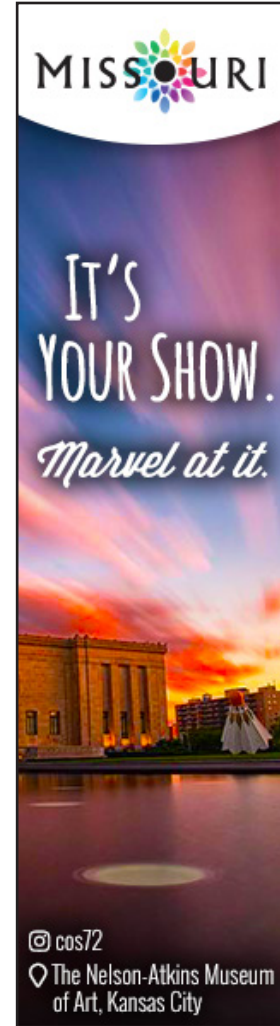
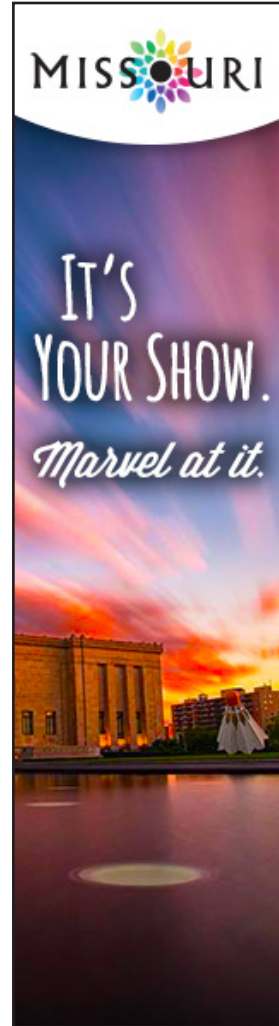
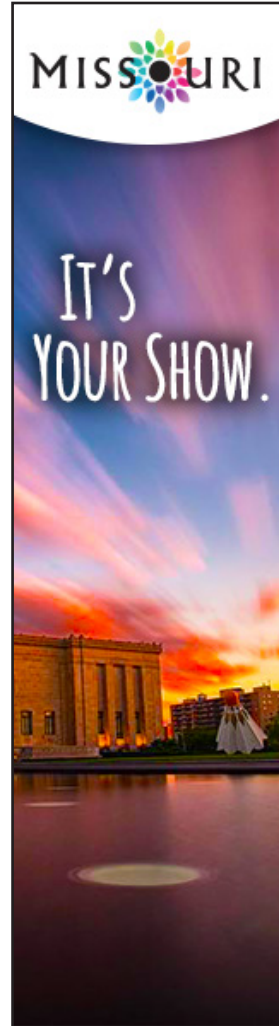
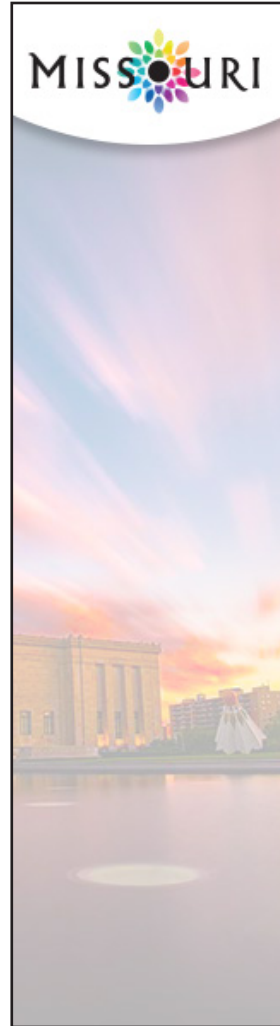
# WHERE THE TRAIL COULD LEAD.

Equipped with a camera,  
the Manno family shows us just  
how much fun can be found in the  
Missouri Ozarks.

See more of their show,  
and start planning your own  
at [VisitMO.com](http://VisitMO.com).





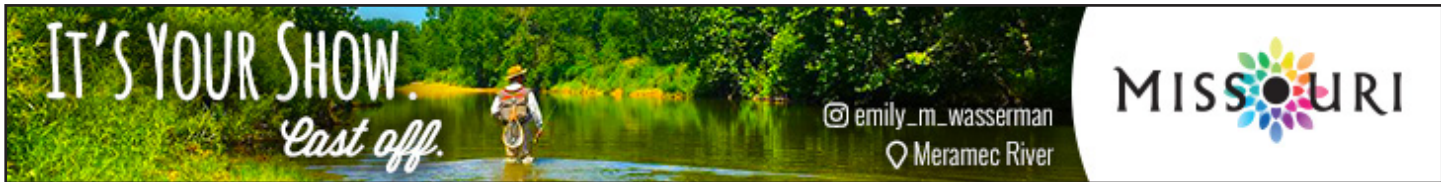
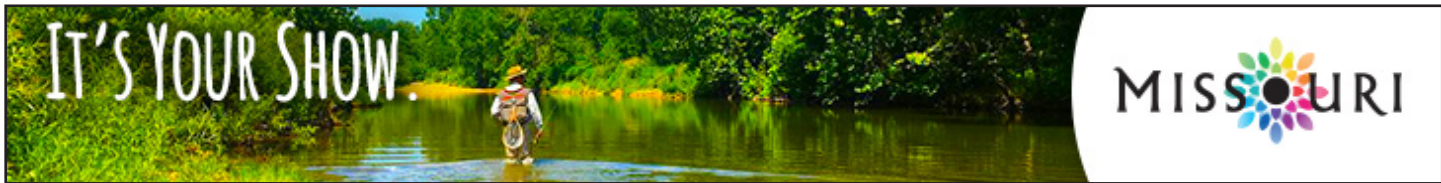


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**FY19 MEDIA PLAN**  
3/6/19

Medium	Jul-18	Aug-18	Sep-18	Oct-18	Nov-18	Dec-18	Jan-19	Feb-19	Mar-19	Apr-19	May-19	Jun-19	Total Jul - Dec 2018	Total Jan - Jun 2019	Total FY 2019
<b>SPOT TV/LOCAL CABLE</b>	6/25	7/30	8/27	10/1	10/29	11/26	12/31	1/28	2/25	3/25 4/1 4/8 4/15 4/22	4/29 5/6 5/13 5/20	5/27 6/3 6/10 6/17 6/24			
MO-PEP													\$0	\$0	\$0
Priority Market										255 GRPs W25-54	170 GRPs		\$0	\$425,260	\$425,260
Opportunity Markets										255 GRPs W25-54	170 GRPs		\$0	\$193,934	\$193,934
Base Markets										195 GRPs W25-54	130 GRPs		\$0	\$253,523	\$253,523
<b>TOTAL SPOT TV/LOCAL CABLE:</b>													\$0	\$872,717	\$872,717
<b>REGIONAL/NATIONAL TV</b>															
FOX Sports Midwest/Baseball											St. Louis Cardinals & Kansas City Royals baseball		\$0	\$150,000	\$150,000
Bass Pro Shops Legends of Golf (4/24-4/28/19)													\$1,750,000	\$0	\$1,750,000
<b>TOTAL REGIONAL/NATIONAL TV:</b>													\$1,750,000	\$150,000	\$1,900,000
<b>ONLINE</b>															
Dreaming Phase													\$376,617	\$377,000	\$753,617
Planning Phase													\$0	\$251,800	\$251,800
Ad Serving/Monitoring													\$26,344	\$54,200	\$80,544
Paid Social													\$127,231	\$132,769	\$260,000
SEM (MDT Program)													\$86,370	\$133,630	\$220,000
<b>TOTAL ONLINE:</b>													\$616,562	\$949,399	\$1,565,961
<b>OUT-OF-HOME:</b>															
Priority Market													\$0	\$0	\$0
Opportunity Markets													\$0	\$0	\$0
Base Markets													\$0	\$0	\$0
<b>TOTAL OUT-OF-HOME:</b>													\$0	\$0	\$0
<b>PRINT</b>															
In-State Print													\$0	\$0	\$0
Regional Travel Publications				AAA Pubs								AAA Pubs	\$42,927	\$69,179	\$112,106
Regional Women's Publications (10 States)				GG, CL, FC, GH, MWL, People;					MWL	BH&G,CL,FC,GH,MWL,BOMW,People;WD			\$210,042	\$248,504	\$458,546
Outdoor Publications													\$13,052	\$0	\$13,052
Trade Publications													\$4,295	\$0	\$4,295
<b>TOTAL PRINT:</b>													\$270,316	\$317,683	\$587,999
<b>COOPERATIVE MEDIA</b>															
International (Brand USA)													\$30,000	\$0	\$30,000
SEM Partner Program													\$113,294	\$146,706	\$260,000
Travel South Media													\$0	\$68,000	\$68,000
<b>TOTAL COOPERATIVE MEDIA:</b>													\$143,294	\$214,706	\$358,000
Hold for MDT													\$0	\$0	\$0
<b>TOTAL BY MONTH</b>	\$1,823,956	\$42,854	\$354,423	\$449,474	\$61,815	\$47,651	\$33,750	\$40,150	\$96,280	\$886,902	\$955,394	\$492,029			
<b>TOTAL BY SEASON</b>	\$1,866,810		\$803,897		\$109,466		\$73,900				\$2,430,605				
<b>TOTAL BY YEAR</b>			\$2,780,172							\$2,504,505			\$2,780,172	\$2,504,505	\$5,284,677
<b>TOTAL WITHOUT BRAND USA &amp; SEM PART</b>													\$2,636,878	\$2,357,799	\$4,994,676

**MISSOURI DIVISION OF TOURISM - FY19 H&L PARTNERS PLANNING BUDGET**

FY19 Budget    \$                      7,175,000

<b>Media</b>	<b>\$</b>	<b>4,996,000</b>
Television	\$	1,200,000
Bass Pro Partnership	\$	1,750,000
Print	\$	625,000
Paid Social	\$	261,000
Digital Campaign	\$	890,000
SEM Pure Spend	\$	220,000
<b>Cooperative Opportunities Total</b>	<b>\$</b>	<b>50,000</b>
Travel South USA Ad Challenge	\$	50,000
International (Brand USA)	\$	-
<b>Core CoOp Advertising Media</b>	<b>\$</b>	<b>477,061</b>
Clay County CVB CoOp	\$	134,418
Platte County CoOp	\$	17,030
St. Louis CVC CoOp	\$	325,613
<b>Core Administrative Costs</b>	<b>\$</b>	<b>1,325,000</b>
Agency Fees	\$	1,320,000
Travel Expenses	\$	5,000
<b>Production</b>	<b>\$</b>	<b>511,000</b>
<b>Television</b>	<b>\$</b>	<b>40,000</b>
Distrib of TV Dubs	\$	40,000
<b>Print</b>	<b>\$</b>	<b>16,000</b>
Color Proof Production & Distrib	\$	1,000
Mechanicals	\$	15,000
<b>Creative Campaign</b>	<b>\$</b>	<b>205,000</b>
Campaign Production	\$	200,000
Logo/Trademark	\$	5,000
<b>Talent Residuals</b>	<b>\$</b>	<b>250,000</b>
<b>Interactive Development</b>	<b>\$</b>	<b>49,200</b>
Web Hosting	\$	24,000
Adobe Creative Suite	\$	1,200
MailChimp	\$	24,000
<b>Public Relations/Social</b>	<b>\$</b>	<b>78,600</b>
Media Tracking/Cision	\$	12,600
Social Media Management Tool/Cortex	\$	3,000
Digital Assets Management Tool/Crowdriff	\$	12,000
Domestic FAM	\$	10,000

International FAM	\$	4,000
PR Events	\$	25,000
PR Media/Influencer Marketing	\$	10,000
Governor's Conference Program	\$	-
Annual Report	\$	2,000
<b>MDT Partners</b>	<b>\$</b>	<b>87,753</b>
Route 66 Ambassador	\$	-
MO Life Scenic Ride and Drives Guide	\$	2,500
MO Life Route 66 Guide	\$	2,500
Specialty Guide Fulfillment House	\$	-
Show Me Missouri	\$	25,370
Promotions and Merchandise	\$	5,000
Premier Travel Media Partners	\$	-
Partnership Opportunities	\$	5,000
Mary Meachum Partnership	\$	4,000
DED Guide	\$	-
Civil Rights Trail Guide	\$	3,383
Research	\$	-
Strategic Planning	\$	40,000
<b>Content</b>	<b>\$</b>	<b>45,000</b>
Content Production	\$	20,000
Scott Pauly Contract	\$	25,000
<b>SEM Partners</b>	<b>\$</b>	<b>260,000</b>
SEM Partners	\$	260,000
<b>Film Office</b>	<b>\$</b>	<b>-</b>
Collateral	\$	-
<b>Grand Total</b>	<b>\$</b>	<b>7,829,614</b>
<b>Grand Total (Less Co-op, SEM Partners, Film Office)</b>	<b>\$</b>	<b>7,092,553</b>

### Minimum Account Team Representatives

Area of Expertise	Minimum # Full Time Equivalents	Minimum Level	Minimum Qualifications	Required Availability for State Agency
Account Service	One-half (1/2)	Senior-level	<ul style="list-style-type: none"> <li>✓ Must have at least bachelor's degree and seven (7) years' experience in advertising and marketing with at least five (5) years of such experience at the senior level.</li> <li>✓ Must be able to make final binding decisions regarding the contract, and must have the express authority to speak on behalf of contractor.</li> <li>✓ Must work from an office within the State of Missouri.</li> </ul>	<ul style="list-style-type: none"> <li>✓ Must be one half time person who is dedicated to the state agency's account.</li> <li>✓ Assigned person must be available 8:00 a.m. to 6:00 p.m. Central Time, Monday through Friday. In addition, either this person or the primary account service person must be available to the state agency seven (7) days a week, twenty-four (24) hours a day.</li> </ul>
	One (1)		<ul style="list-style-type: none"> <li>✓ Must have a bachelor's degree and a minimum of three (3) years' experience in advertising and marketing.</li> <li>✓ Must work from an office within the State of Missouri.</li> </ul>	<ul style="list-style-type: none"> <li>✓ Must be one full time person who is dedicated to the state agency's account.</li> <li>✓ Assigned person must be available 8:00 a.m. to 6:00 p.m. Central Time, Monday through Friday. In addition, either this person or the second account service person must be available to the state agency seven (7) days a week, twenty-four (24) hours a day.</li> </ul>
Creative Service	One (1)	Senior-level	<ul style="list-style-type: none"> <li>✓ Senior-level staff must have a bachelor's degree and a minimum of five (5) years' experience in advertising and marketing.</li> <li>✓ Must be able to make final binding decisions regarding creative services.</li> </ul>	<ul style="list-style-type: none"> <li>✓ May be provided by more than one person.</li> <li>✓ One of the assigned personnel must be available between 8:00 a.m. to 6:00 p.m. Central Time, Monday through Friday.</li> </ul>
Media	One (1)	Senior-level	<ul style="list-style-type: none"> <li>✓ Must have a bachelor's degree and a minimum of three (3) years' experience in marketing and media buying.</li> </ul>	<ul style="list-style-type: none"> <li>✓ May be provided by more than one person.</li> <li>✓ One of the assigned personnel must be available between 8:00 a.m. to 6:00 p.m. Central Time, Monday through Friday.</li> </ul>
Public Relations	One (1)	Mid-level	<ul style="list-style-type: none"> <li>✓ Must have a bachelor's degree and a minimum of five (5) years' experience in public relations.</li> </ul>	<ul style="list-style-type: none"> <li>✓ Must be one full time person who is dedicated to the state agency's account.</li> <li>✓ Assigned person must be available 8:00 a.m. to 6:00 p.m. Central Time, Monday through Friday. In addition, this person must be available to the state agency seven (7) days a week, twenty-four (24) hours a day.</li> </ul>

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Area of Expertise	Minimum # Full Time Equivalents	Minimum Level	Minimum Qualifications	Required Availability for State Agency
<b>Public Relations Strategy</b>	One-fourth (1/4)	Senior-level	<ul style="list-style-type: none"> <li>✓ Must have at least bachelor's degree and ten (10) years of experience in public relations with at least five (5) years of such experience at the senior level.</li> </ul>	<ul style="list-style-type: none"> <li>✓ Must be one fourth time person who is dedicated to the state agency's account.</li> <li>✓ Assigned person must be available 8:00 a.m. to 6:00 p.m. Central Time, Monday through Friday. In addition, either this person or the primary Public Relations person must be available to the state agency seven (7) days a week, twenty-four (24) hours a day.</li> </ul>
<b>Financial</b>	One (1)		<ul style="list-style-type: none"> <li>✓ Must be able to perform the state agency billing/invoicing and must be able to answer any state agency billing/invoicing questions.</li> </ul>	<ul style="list-style-type: none"> <li>✓ Must be one full time person who is dedicated to the state agency's account.</li> <li>✓ One of the assigned personnel must be available between 8:00 a.m. to 6:00 p.m. Central Time, Monday through Friday.</li> </ul>
<b>Interactive Digital Director/Strategist</b>	One-fourth (1/4)	Senior-level	<ul style="list-style-type: none"> <li>✓ Must have a bachelor's degree and a minimum of ten (10) years' experience in digital marketing with at least five (5) years of such experience at the senior level.</li> <li>✓ Must be able to make final binding decisions on architecture of the digital user experience, functional and technical specifications for all digital marketing efforts and have the express authority to speak on behalf of contractor.</li> <li>✓ Must be able to identify and source essential team members to ideate, design, develop, launch and maintain any and all MDT digital marketing initiatives.</li> <li>✓ Must work from an office within the State of Missouri.</li> </ul>	<ul style="list-style-type: none"> <li>✓ Must be one fourth time person who is dedicated to the state agency's account.</li> <li>✓ Assigned person must be available between 8:00 a.m. to 6:00 p.m. Central Time, Monday through Friday. Must be available 24/7 to address any major disruptions/outages of digital properties managed by the contractor.</li> </ul>

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<b>Interactive Digital Design/Art Director</b>	One-fourth (1/4)	Senior-level	<ul style="list-style-type: none"> <li>✓ Must have at least a bachelor's degree and six (6) years' experience in digital User Experience (UX) best practices and User Interface (UI) design.</li> <li>✓ Must be able to provide and present interface mockups and developer-ready files and ensure the creative design integrates with any other relevant traditional marketing efforts and tactics.</li> <li>✓ Must be able to coordinate and collaborate with front-end and back-end developers.</li> </ul>	<ul style="list-style-type: none"> <li>✓ Must be one fourth time person dedicated to the state agency account.</li> <li>✓ May be provided by more than one person.</li> <li>✓ One of the assigned personnel must be available between 8:00 a.m. to 6:00 p.m. Central Time, Monday through Friday.</li> </ul>
<b>Interactive Digital Producer/Project Manager</b>	One-fourth (1/4)	Mid-level	<ul style="list-style-type: none"> <li>✓ Must have at least a bachelor's degree and five (5) years of experience in agency project management with at least two (2) years' experience in digital-specific project management.</li> <li>✓ Must be able to draft flowcharts, work with Digital Strategist on overall architecture, and manage all internal and external digital production stakeholders.</li> <li>✓ Must be able to manage resources (human, hardware and software needs), budget and on-time delivery of all digital productions.</li> <li>✓ Must be present for all aspects of any digital production for the entire production cycle: objectives, concepts, presentations, creative production, development production, quality control, quality assurance and ongoing maintenance requirements.</li> </ul>	<ul style="list-style-type: none"> <li>✓ Must be one fourth time person dedicated to the state agency account.</li> <li>✓ Assigned personnel must be available between 8:00 a.m. to 6:00 p.m. Central Time, Monday through Friday.</li> </ul>
<b>Shared Digital Content Manager</b>	One (1)	Mid-level	<ul style="list-style-type: none"> <li>✓ Must have a bachelor's degree and a minimum of three (3) years' experience in social media strategy, production and community management.</li> </ul>	<ul style="list-style-type: none"> <li>✓ Must be one full time person who is dedicated to the state agency's account.</li> <li>✓ Must be available between 8:00 a.m. to 6:00 p.m. Central Time, Monday through Friday.</li> </ul>
<b>Total</b>	(7 1/2)			



## Project Approval Request

<b>Date</b>	
<b>Client</b>	
<b>Job Name</b>	
<b>Description</b>	<p>Description should include:</p> <ul style="list-style-type: none"> <li>• The date of the good or service being provided</li> <li>• The location if applicable</li> <li>• A description of the good or service being provided including the purpose/objective as well as the quantity if applicable</li> <li>• The itinerary if applicable</li> <li>• The number of attendees or people being served (and their roles)</li> </ul>
<b>Project Total</b>	<p>Project Total should include a listing of the types of expenses being paid for (food, lodging, transportation, etc.) and the total project cost. Cost estimates for individual expense components don't need to be itemized; it is sufficient to include a single total cost with a brief listing of the types of expenses H&amp;L will incur.</p> <p><i>Project Approval Requests supplement signed estimates and will be required for all FAMs, tours, media gifts, and events as well as for all promotional/giveaway items and merchandise/collateral expenses.</i></p> <p><i>Backup documentation for the H&amp;L invoice should include:</i></p> <ul style="list-style-type: none"> <li>• <i>The approved Project Approval Request</i></li> <li>• <i>An agenda and list of project attendees/participants if applicable</i></li> <li>• <i>The H&amp;L signed estimate for the expense category</i></li> </ul> <p><i>The invoiced amount cannot exceed the Project Total amount from the Project Approval Request, although it can be lower if expenses come in under estimates. The Project Total also cannot exceed available funds from the signed H&amp;L estimate for the expense category.</i></p> <p><i>Project Approval Requests can be amended if the scope of the project changes.</i></p>

\_\_\_\_\_  
Client Approval

\_\_\_\_\_  
Date

\_\_\_\_\_  
H&L Partners Approval

\_\_\_\_\_  
Date





DATE:  
REVISED DATE:  
TO:  
FROM:  
cc:

RE: MDT FYXX - TV MEDIA AUTHORIZATION

This document authorizes H&L to place the following Spot TV/Local Cable for MDT's FYXX:

Market	Flight Dates	W25-54 GRPs	Net Cost
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TOTAL NET COST:	\$0.00
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Please sign below for authorization and return via email to TBD. Client approval constitutes payment obligation. Thank you.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date