

**SOUTH DAKOTA BOARD OF REGENTS  
EXECUTIVE DIRECTORS OFFICE  
306 EAST CAPITOL AVENUE, SUITE 200  
PIERRE, SD 57501-2545**

**PROPOSALS WILL BE OPENED September 23, 2019**

RFP #: SDBOR1803

BUYER: Janelle Toman

PHONE: (605)773-3455

**1.1 GENERAL INFORMATION**

**1.2 PURPOSE OF REQUEST FOR PROPOSAL (RFP)**

The Board is looking for a marketing proposal for the public university system. The proposal will promote the value of postsecondary education at the six public universities in South Dakota utilizing appropriate media, branding, logos and campaigns. The marketing proposal will also promote the value of the public universities to the citizens and future students.

**1.3 ISSUING OFFICE AND RFP REFERENCE NUMBER**

Communications and Marketing is the issuing office for this document and all subsequent addenda relating to it, on behalf of The South Dakota Board of Regents Office. The reference number for the transaction is RFP #SDBOR1803. This number must be referred to on all proposals, correspondence, and documentation relating to the RFP.

**1.4 SCHEDULE OF ACTIVITIES (SUBJECT TO CHANGE)**

RFP Publication:	August 20, 2019
Deadline for Submission of Written Inquiries:	August 30, 2019
Responses to Vendor Questions:	September 6, 2019
Proposal Submission:	September 23, 2019
Oral Presentations/discussions by (if required):	October 4, 2019
Anticipated Award Decision/Contract Negotiation:	October 11, 2019
Kickoff of campaign:	December 1, 2019

**SUBMITTING YOUR PROPOSAL**

All proposals must be completed and received in the Board of Regents Office by the date and time indicated in the Schedule of Activities. Proposals received after the deadline will be late and ineligible for consideration.

An original and 1 identical copy of the proposal shall be submitted to the address above along with one electronic copy provided on a flash drive and included with the hard copies.

All proposals must be signed, in ink, by an officer of the responder, legally authorized to bind the

responder to the proposal, and sealed in the form intended by the respondent. Proposals that are not properly signed may be rejected. The sealed envelope must be marked with the appropriate RFP Number and Title.

**Proposals must be addressed and labeled as follows:**

**South Dakota Board of Regents  
RFP #SDBOR1803 – Janelle Toman  
306 E. Capitol Avenue, Suite 200  
Pierre, SD 57501-2545**

The words “**Sealed Proposal Enclosed**” must be prominently denoted on the outside of the shipping container.

No proposal shall be accepted from, or no contract or purchase order shall be awarded to any person, firm or corporation that is in arrears upon any obligations to the State of South Dakota, or that otherwise may be deemed irresponsible or unreliable by the State of South Dakota.

**1.5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS**

By signing and submitting this proposal, the vendor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation, by any Federal department or agency, from transactions involving the use of Federal funds. Where the vendor is unable to certify to any of the statements in this certification, the bidder shall attach an explanation to their offer.

**1.6 NON-DISCRIMINATION STATEMENT**

The State of South Dakota requires that all contractors, vendors, and suppliers doing business with any State agency, department, or institution, provide a statement of non-discrimination. By signing and submitting their proposal, the vendor certifies they do not discriminate in their employment practices with regard to race, color, creed, religion, age, sex, ancestry, national origin or disability.

**1.7 MODIFICATION OR WITHDRAWAL OF PROPOSALS**

Proposals may be modified or withdrawn by the vendor prior to the established due date and time.

No oral, telephonic, telegraphic or facsimile responses or modifications to informal, formal bids, or Request for Proposals will be considered.

**1.8 VENDOR INQUIRIES**

Vendors may make written or email inquiries concerning this RFP to obtain clarification of requirements. No inquiries will be accepted after the date and time indicated in the Schedule of Activities. Email inquiries must be sent to [Janelle.Toman@sdbor.edu](mailto:Janelle.Toman@sdbor.edu) with the subject line: “RFP #SDBOR1803”.

Communications and Marketing prefers to respond to vendor's inquiries (if required) via e-mail. If a vendor does not indicate an email address, the State's response will be sent via fax. If no fax number is provided, the State will mail the response to the vendor. All vendors will be informed of any inquiries and the State's response. Vendors may not rely on any other statements, either of a written or oral nature, that alter any specification or other term or condition of this RFP. Vendors will be notified in the same manner as indicated above regarding any modifications to this RFP.

## **1.9 PROPRIETARY INFORMATION**

The proposal of the successful vendor(s) becomes public information. Proprietary information can be protected under limited circumstances such as client lists and non-public financial statements. Pricing and service elements are not considered proprietary. An entire proposal may not be marked as proprietary. Vendors must clearly identify in the Executive Summary and mark in the body of the proposal any specific proprietary information they are requesting to be protected. The Executive Summary must contain specific justification explaining why the information is to be protected. Proposals may be reviewed and evaluated by any person at the discretion of the State. All materials submitted become the property of the State of South Dakota and may be returned only at the State's option.

## **1.10 LENGTH OF CONTRACT**

The contract terms will begin after October 11, 2019 and will continue for three years, with an option to renew for an additional term, which may not exceed three (3) years.

## **1.11 GOVERNING LAW**

Venue for any and all legal action regarding or arising out of the transaction covered herein shall be solely in the State of South Dakota. The laws of South Dakota shall govern this transaction.

## **1.12 DISCUSSIONS WITH VENDORS (ORAL PRESENTATION/NEGOTIATIONS)**

An oral presentation by a vendor to clarify a proposal may be required at the sole discretion of the SDBOR. However, SDBOR may award a contract based on the initial proposals received without discussion with the vendors. If oral presentations are required, they will be scheduled after the submission of proposals. Oral presentations will be made at the vendor's expense.

This process is a Request for Proposal/Competitive Negotiation process. Each Proposal shall be evaluated, and each respondent shall be available for negotiation meetings at SDBOR's request. SDBOR reserves the right to negotiate on any and/or all components of every proposal submitted. From the time the proposals are submitted until the formal award of a contract, each proposal is considered a working document and as such, will be kept confidential. The negotiation discussions will also be held as confidential until such time as the award is completed.

## **2.0 STANDARD CONTRACT TERMS AND CONDITIONS**

Any contract or agreement resulting from this RFP will include the State's standard terms and conditions as listed below, along with any additional terms and conditions as negotiated by the parties:

- 2.1 The Contractor will perform those services described in the Work Plan, which will be attached to the contract as Exhibit A and incorporated by reference. The Contractor's response to this RFP shall be considered part of the Work Plan.
- 2.2 The services to be provided under the contract shall commence and terminate on mutually agreed upon dates. Terms for early termination shall be included in the agreement as negotiated by the parties.
- 2.3 The terms of the agreement shall state whether or not the Contractor will use State equipment, supplies or facilities. If the Contractor will use State equipment, supplies or facilities, the scope and conditions of such use will be clearly indicated in the agreement.
- 2.4 Unless otherwise negotiated and agreed upon by the parties, The State will make payment in compliance with the Prompt Payment Act, SDCL 5-26 for services provided under the contract.
- 2.5 The agreement shall indicate whether or not the State shall have the option to renew the agreement. If a renewal option is specified, the State shall have the option to renew the agreement (unless otherwise modified by a special contract term, condition, or specification), under the same general terms and conditions, for an additional term, which may not exceed three (3) years. Notice of intent to renew shall be given by the State to the Contractor as mutually agreed upon prior to the end of the current contract term. If the notice of intent to renew is given, the Agreement shall renew unless terminated by either party pursuant to the Termination Provision of the Agreement.
- 2.6 The Contractor agrees to indemnify and hold the State of South Dakota, its officers, agents and employees, harmless from and against any and all actions, suits, damages, liability or other proceedings that may arise as the result of performing services hereunder. This section does not require the Contractor to be responsible for or defend against claims or damages arising solely from errors or omissions of the State, its officers, agents and employees.
- 2.7 The Contractor, at all times during the term of the Agreement, shall obtain and maintain in force insurance coverage of the types and with the limits as follows:
  - A. Commercial General Liability Insurance: The Contractor shall maintain occurrence based commercial general liability insurance or equivalent form with a limit of not less than \$1,000,000 for each occurrence and \$2,000,000 aggregate.
  - B. Worker's Compensation Insurance: The Contractor shall procure and maintain workers' compensation and employers' liability insurance as required by South Dakota law.

Before beginning work under the Agreement, the Contractor shall furnish the State with properly executed Certificates of Insurance which shall clearly evidence all insurance required in this Agreement and which provide that such insurance may not be canceled, except on 30 days' prior

written notice to the State. The contractor shall furnish a copy of the insurance policies if requested by the State.

- 2.8 While performing services under agreement with the State, the Contractor is an independent contractor and not an officer, agent, or employee of the State of South Dakota.
- 2.9 Contractor agrees to report to the State any event encountered in the course of performance of this Agreement which results in injury, or death, to the person or property of third parties, or which may otherwise subject Contractor or the State to liability. Contractor shall report any such event to the State immediately upon discovery.

Contractor's obligation under this section shall only be to report the occurrence of any event to the State and to make any other report provided for by their duties or applicable law. Contractor's obligation to report shall not require disclosure of any information subject to privilege or confidentiality under law (e.g., attorney-client communications). Reporting to the State under this section shall not excuse or satisfy any obligation of Contractor to report any event to law enforcement or other entities under the requirement of any applicable law.

- 2.10 Termination Provision: The Agreement may be terminated by either party by providing written notice as mutually agreed and specified in the Agreement. In the event the Contractor breaches any of the terms or conditions of the Agreement, the Agreement may be terminated by SDBOR at any time with or without notice. If termination for such a default is effected by SDBOR, any payments due to Contractor at the time of termination may be adjusted to cover any additional costs to SDBOR because of Contractor's default. Upon termination SDBOR may take over the work and may award another party an agreement to complete the work under the Agreement. If after SDBOR termination for a default by Contractor it is determined that Contractor was not at fault, then the Contractor shall be paid for eligible services rendered and expenses incurred up to the date of termination.
- 2.11 The Agreement depends upon the continued availability of appropriated funds and expenditure authority from the Legislature for the intended purpose. If for any reason the Legislature fails to appropriate funds or grant expenditure authority, or funds become unavailable by operation of law or federal funds reductions, the Agreement will be terminated by the State. Termination for any of these reasons is not a default by the State nor does it give rise to a claim against the State.
- 2.12 The Agreement may not be assigned without the express prior written consent of SDBOR. This Agreement may not be amended except in writing, which writing shall be expressly identified as a part thereof, and be signed by an authorized representative of each of the parties thereto.
- 2.13 The Agreement shall be governed by and construed in accordance with the laws of the State of South Dakota. Any lawsuit pertaining to or affecting the Agreement shall be venued in Circuit Court, Sixth Judicial Circuit, Hughes County, South Dakota.
- 2.14 The Contractor will comply with all federal, state and local laws, regulations, ordinances, guidelines, permits and requirements applicable to providing services pursuant to the Agreement, and will be solely responsible for obtaining current information on such requirements.

- 2.15 In the event that any court of competent jurisdiction shall hold any provision of the Agreement unenforceable or invalid, such holding shall not invalidate or render unenforceable any other provision thereof.
- 2.16 All other prior discussions, communications and representations concerning the subject matter of the Agreement are superseded by the terms of the Agreement, and except as specifically provided therein, the Agreement constitutes the entire agreement with respect to the subject matter thereof.
- 2.17 Any notice or other communication required under the Agreement shall be in writing and sent to the appropriate address and individuals indicated in the Agreement, or such authorized designees as either party may from time to time designate in writing. Notices or communications to or between the parties shall be deemed to have been delivered when mailed by first class mail, provided that notice of default or termination shall be sent by registered or certified mail, or, if personally delivered, when received by such party.
- 2.18 The Contractor may not use subcontractors to perform the services described in the Agreement without the express prior written consent of the State. The Contractor will include provisions in its subcontracts requiring its subcontractors to comply with the applicable provisions of the Agreement, to indemnify the State, and to provide insurance coverage for the benefit of the State in a manner consistent with the Agreement. The Contractor will cause its subcontractors, agents, and employees to comply, with applicable federal, state and local laws, regulations, ordinances, guidelines, permits and requirements and will adopt such review and inspection procedures as are necessary to assure such compliance.

### **3.1 SCOPE OF WORK**

The vendor should submit a proposal, which fully explains the services being offered and how those services accomplish the Board's marketing goals to promote the value of postsecondary education at the six public universities in South Dakota and also promote the value of the public universities to the citizens and future students. The proposal should consider a budget not to exceed \$700,000 over a three-year period.

Proposals must address the following areas, but are not limited to these requirements:

- Marketing and branding of the public university system, which may include, but is not limited to, electronic media, television, print, and social media
- Promoting the value of public postsecondary education in South Dakota
- Integration of the proposed activities with each public university and their respective marketing strategies for the purpose of maximizing value
- Transferable design files
- Analysis of the SDBOR website and the value associated with any recommended upgrades

#### **4.0 PROPOSAL REQUIREMENTS AND COMPANY QUALIFICATIONS**

- 4.1 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 South Dakota 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.
- 4.2 **Vendor's Contacts:** Vendors and their agents (including subcontractors, employees, consultants, or anyone else acting on their behalf) must direct all of their questions or comments regarding the RFP, the evaluation, etc. to the buyer of record indicated on the first page of this RFP. Vendors and their agents may not contact any state employee other than the buyer of record regarding any of these matters during the solicitation and evaluation process. Inappropriate contacts are grounds for suspension and/or exclusion from specific procurements. Vendors and their agents who have questions regarding this matter should contact the buyer of record.
- 4.3 Provide the following information related to at least three previous and current service/contracts, performed by the vendor's organization, which are similar to the requirements of this RFP. Also, provide this information for any service/contract that has been terminated, expired or not renewed in the past three years.
  - a. Name, address and telephone number of client/contracting agency and a representative of that agency who may be contacted for verification of all information submitted;
  - b. Dates of the service/contract; and
  - c. A brief, written description of the specific prior services performed and requirements thereof.

#### **5.0 PROPOSAL RESPONSE FORMAT**

- 5.1 An original and one copy shall be submitted.
  - 5.1.1 In addition, the vendor should provide one (1) copy of their entire proposal, including all attachments, in Microsoft Word or PDF electronic format, excluding samples of previous work, on a thumb drive.
- 5.2 The proposal should be page numbered and should have an index and/or a table of contents referencing the appropriate page number.
- 5.3 All proposals must be organized and tabbed with labels for the following headings:

- 5.3.1 **RFP Form.** The State's Request for Proposal form completed and signed (found at end of this RFP).
- 5.3.2 **Executive Summary.** The three or four-page executive summary is to briefly describe the vendor's proposal. This summary should highlight the major features of the proposal. It must indicate any requirements that cannot be met by the vendor. The reader should be able to determine the essence of the proposal by reading the executive summary. Proprietary information requests should be identified in this section.
- 5.3.3 **Detailed Response.** This section should constitute the major portion of the proposal and must contain at least the following information:
  - 5.3.3.1 A complete narrative of the vendor's assessment of the work to be performed, the vendor's ability and approach, and the resources necessary to fulfill the requirements. This should demonstrate the vendor's understanding of the desired overall performance expectations.
  - 5.3.3.2 A specific point-by-point response, in the order listed, to each requirement in the RFP. The response should identify each requirement being addressed as enumerated in the RFP.
  - 5.3.3.3 A clear description of any options or alternatives proposed.
- 5.3.4 **Cost Proposal.** The budget for the proposed marketing campaign will not exceed \$700,000 over three years. The vendor may structure the campaign as it deems appropriate to best utilize the available funding to carry out the vendor's proposal. The cost proposal will be evaluated independently from the technical proposal. Vendors may submit multiple cost proposals depending on various approaches offered to meet requirements. All costs related to the provision of the required services must be included in each cost proposal offered.

## **6.0 PROPOSAL EVALUATION AND AWARD PROCESS**

- 6.1 The vendor is advised to submit any information which documents successful and reliable experience in past performances, especially those performances related to the requirements of this RFP.
- 6.2 The qualifications of the personnel proposed by the vendor to perform the requirements of this RFP, whether from the vendor's organization or from a proposed subcontractor, will be subjectively evaluated. Therefore, the vendor should submit detailed information related to the experience and qualifications, including education and training, of proposed personnel.
- 6.3 The State reserves the right to reject any or all proposals, waive technicalities, and make award(s) as deemed to be in the best interest of the State of South Dakota.



- 6.4 **Award:** The requesting agency and the highest ranked offeror shall mutually discuss and refine the scope of services for the project and shall negotiate terms, including compensation and performance schedule.
- 6.4.1 If the agency and the highest ranked offeror are unable for any reason to negotiate a contract at a compensation level that is reasonable and fair to the agency, the agency shall, either orally or in writing, terminate negotiations with the contractor. The agency may then negotiate with the next highest ranked contractor.
  - 6.4.2 The negotiation process may continue through successive offerors, according to agency ranking, until an agreement is reached or the agency terminates the contracting process.
- 6.5 After determining that a proposal satisfies the mandatory requirements stated in the Request for Proposal, the evaluator(s) shall use subjective judgment in conducting a comparative assessment of the proposal by considering each of the following criteria:
- 6.5.1 Specialized expertise, capabilities, and technical competence as demonstrated by the proposed approach and methodology to meet the project requirements;
  - 6.5.2 Resources available to perform the work, including any specialized services, within the specified time limits for the project;
  - 6.5.3 Record of past performance, including price and cost data from previous projects, quality of work, ability to meet schedules, cost control, and contract administration;
  - 6.5.4 Availability to the project locale;
  - 6.5.5 Familiarity with the project locale;
  - 6.5.6 Proposed project management techniques; and
  - 6.5.7 Ability and proven history in handling special project constraints.
  - 6.5.8 Experience and reliability of the vendor's organization are considered subjectively in the evaluation process.

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306 EAST CAPITOL AVENUE, SUITE 200  
PIERRE, SD 57501**

**PROPOSALS WILL BE OPENED May 31, 2019**

RFP #: SDBOR1803

BUYER: Janelle Toman

PHONE: (605) 773-3455

**READ CAREFULLY**

FIRM NAME: \_\_\_\_\_ AUTHORIZED SIGNATURE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_ TYPE OR PRINT NAME: \_\_\_\_\_

CITY/STATE: \_\_\_\_\_ TELEPHONE NO: \_\_\_\_\_

ZIP (9 DIGIT): \_\_\_\_\_ FAX NO: \_\_\_\_\_

FEDERAL TAX ID#: \_\_\_\_\_ E-MAIL: \_\_\_\_\_

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PRIMARY CONTACT INFORMATION

CONTACT NAME: \_\_\_\_\_

TELEPHONE NO: \_\_\_\_\_

FAX NO: \_\_\_\_\_

E-MAIL: \_\_\_\_\_