

REQUEST FOR PROPOSAL:(THIS IS NOT AN ORDER)	UW Milwaukee P19-013-O24	
Brand Strategy Marketing Services (Ad Buying, Market Research, Production of Creative Content, and Strategic Institutional Brand Strategy)		
RFP Manager : Pam Loignon Email : uwmbids@uwm.edu See section 3.1 for rules regarding communications during an RFP.	Release date: February 27, 2019	
	Deadline for Questions: March 13, 2019 @ 9:00AM	
	Due Date: March 26, 2019 @ 9:00AM	
	Amendment Number (if applicable):	
<input type="checkbox"/> Public opening <input type="checkbox"/> No public opening	Available submission methods: See Section 2.5	
<p>RFP Responsiveness: Please check off the following according to the documents you are submitting:</p> <p>These documents must be submitted to be considered for award:</p> <ul style="list-style-type: none"> <input type="checkbox"/> This Cover Sheet completed and signed <input type="checkbox"/> Exhibit A: Proposer Mandatory Response <input type="checkbox"/> Exhibit B: Cost Sheet (must be submitted in Excel format) <input type="checkbox"/> Exhibit C: Instructions for Quality Responses Exhibits D-J <input type="checkbox"/> Exhibit D: General Quality Response <p>These documents must be submitted according to the Lots you are proposing. You must submit at least one of these exhibits to be considered for award:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Exhibit E: Lot 1 Ad Buying Traditional Quality Response <input type="checkbox"/> Exhibit F: Lot 2 Ad Buying Digital Quality Response <input type="checkbox"/> Exhibit G: Lot 3 Market Research Quantitative Quality Response <input type="checkbox"/> Exhibit H: Lot 4 Market Research Qualitative Quality Response <input type="checkbox"/> Exhibit I: Lot 5 Production of Creative Content for Campus Units (Digital, Print, Television, and radio) Quality Response <input type="checkbox"/> Exhibit J: Lot 6 Strategic Institutional Brand Campaign (Brand Identity and Visioning; Brand Strategy; and Development of Creative Content/ Brand Story) Quality Response 		
By signing below, Proposer express agrees to all the statements set forth in the Certification of Compliance.		
Name of Authorized Company Representative (Type or Print)	Title:	Phone ()
		Email:
		DUNS #:
Signature of Above	Federal Employer Identification No.	Social Security No. if Sole Proprietor (Voluntary)
Date		

1.0 GENERAL INFORMATION / MANDATORY REQUIREMENTS / SCOPE OF WORK

- 1.1. Purpose:** The University of Wisconsin - Milwaukee ("UWM") is seeking proposals from qualified companies to provide the following services: (Lots 1 & 2) **Ad Buying** (Traditional and Digital); (Lots 3 & 4) **Market Research** (Quantitative and Qualitative); (Lot 5) **Production of Creative Content for Campus Units** (digital, print, television, and radio); and (Lot 6) **Strategic Institutional Brand Campaign** (brand identity, brand strategy, visioning, and development of creative direction and brand story). UWM may award in total or by lot to multiple proposers. UWM's intention is to award all six (6) services to two (2) proposers in total or for each lot but reserves the right to award to more or less proposers, whatever is in our best interest. Please note, UWM has a very robust internal department that provides these types of services to campus. This contract will be used when our department is unable to provide these services and a budget is available for outside work. This is an optional contract for UWM and should not be construed as mandatory.

Information submitted by all respondents will be reviewed and used to determine which proposal will best serve all UWM requirements. Failure of the Successful Proposer to accept any terms and conditions of the RFP as a part of a Contract may result in cancellation of the award. UWM intends to use the results of this solicitation to award a contract.

UWM will provide reasonable accommodations, including the provision of informational material in an alternative format, for qualified individuals with disabilities upon request. If you think you need accommodations at a proposal opening/vendor conference, contact the RFP Manager set for herein at uwmbids@uwm.edu.

UWM is not liable for any cost incurred by Proposers in replying to this RFP.

- 1.2. Definitions. The following definitions are used through the RFP:**

UWM – means the University of Wisconsin – Milwaukee.

Proposer; Provider, Supplier means a firm (or firms) submitting a proposal in response to this RFP.

State – means the State of Wisconsin.

RFP – means Request for Proposal.

Committee – means the Evaluation Committee which evaluates the Proposals.

MBE – means Minority Business Enterprises.

BAFO – means Best and Final Offer.

Must, Shall, and Will are mandatory requirements.

Should means preferred.

Successful Proposer, Contractor: means an awarded proposer or provider

- 1.3. Organization of the RFP:**

Section 1: General Information / Mandatory Requirements / Scope of Work

Section 2: Preparing and Submitting your Proposal

Section 3: Contract Terms and Conditions

Section 4: Proposal Selection and Award Process

- 1.4. Background:** UWM is a public urban research university located in Milwaukee, Wisconsin, the economic, cultural and entertainment capital of the state, just blocks from Lake Michigan. It is the most diverse institution in the University of Wisconsin System and a learning destination for more than 27,000 students, including a growing number of international students. UWM has more than 180,000 alumni.

UWM consists of 15 schools and colleges, over 300 student organizations, more than 190-degree programs, including 94 bachelors', 64 masters' and 36 doctorate degrees. UWM is categorized as an R1: Doctoral Universities – Highest Research Activity in the Carnegie Classification of Institutions of Higher Education. More information is available at www.uwm.edu.

The Office of University Relations and Communications provides expert marketing and communications support to schools, colleges, departments, centers and other campus units. Given the breadth and size of campus, the demand for marketing services may sometimes exceed what University Relations & Communications can provide.

This contract is designed to offer users a variety of qualified vendors to assist UWM in refinement of brand strategies, developing marketing communications in various formats, and activating those communications for key constituencies. It is critical that these strategies take full advantage of the institution's brand equity and existing

brand platform and positioning while providing the type of messaging and branding flexibility needed by the UWM's schools, colleges, key units and affiliated partners.

This contract will mainly be used by our departments located on our main campus but must be made available to all UWM to include our new locations in Waukesha and Washington County. For more information: <https://uwm.edu/news/hlc-approves-plan-to-join-waukesha-washington-county-campuses-with-uwm/>.

All departments using these outside services must receive prior approval from University Relations & Communications. The scope of work will be negotiated based on the needs of specific UWM departments utilizing the contract, including a payment plan. University Relations & Communications and campus units will work collaboratively to determine which vendors will be used and the scope of work.

1.5. Historical Data: Approximate contract spend over the past three (3) fiscal years has been:

FY 15: \$580,000
FY 16: \$460,000
FY 17: \$555,000
FY 18: \$330,000
FY 19: \$111,554 (to date)

These historical numbers are to be used for informational purposes only and do not guarantee any future purchases, nor exonerate any future product fulfillment issues. These historical numbers are to be used for informational purposes only and do not guarantee any future purchases, nor exonerate any future product fulfillment issues.

1.6. Mandatory Requirements: (Lots 1 – 6): You must meet these requirements for your response to be considered for award:

- 1.6.1.** Proposer and/or its principals must currently be and have been providing this service for the past three years to a higher education institution and/or nonprofit organization.
- 1.6.2.** Contractor must work very closely with our University Relations and Communications Department to understand, support and adhere to UWM goals, objectives, as well as our branding requirements.
- 1.6.3.** Services provided under this contract must be accompanied with a fully executed (fully signed) scope of work and must adhere to the terms, conditions and pricing of this contract.
- 1.6.4.** UWM reserves the right to interview and approve any account representative assigned under this Contract. Should UWM in its sole discretion become unsatisfied with the assigned account representative, UWM may request a replacement and Proposer shall replace the account representative with no additional charges to UWM.
- 1.6.5.** Proposer shall take reasonable efforts to ensure that personnel assigned to its account management team will serve diligently throughout the term of the contract for at least a twelve-month period, unless UWM requests the replacement of a member or a member leaves Proposer's employment. Any changes to the account team must be discussed with and any proposed replacements must be approved in writing by UWM via a contract amendment.
- 1.6.6.** Upon request, team personnel shall be available to timely attend all meetings deemed necessary by UWM to manage the account. Proposer shall, at no cost to UWM, attend meetings with appropriate UWM representatives. If the Contractor is not located within an hour's driving of UWM's main location, Proposer will have the option to participate in video- or tele-conferencing with the UWM's representatives throughout the contract term.
- 1.6.7.** Proposer must adhere to UWM's branding guidelines. More information may be found here: <https://uwm.edu/branding/>.
- 1.6.8.** Proposer shall purchase only media that UWM has instructed Proposer to purchase. Only agreed-upon personnel from University Relations shall have the authority to direct the purchase of media.

1.7. Scope of Work:

- 1.7.1. Lots 1 & 2 Ad Buying (Traditional and Digital):** Proposer shall provide the following for both traditional and digital ad buying. Additional requirements specific to each are provided in Sections 1.7.1.1 and

1.7.1.2

Shall provide support as UWM executes media plans designed to reach proposed target audiences through advertising and media placements in venues such as print, outdoor, television, radio, web, digital, social media, advertorials, or other marketing methods that support UWM's identified goals.

Shall coordinate and execute UWM-approved media buys, and verify, track and reconcile invoices as needed.

Shall develop metrics to assess the efficacy of the media buys, and provide periodic reports based on those metrics (e.g. form submissions, impressions, readership, viewership, etc.).

Shall exhibit superior media negotiation skills to achieve efficient and impactful results. Within the media plan, successful proposer should be able to provide the following information:

Target audience;

Marketing goal;

Definition of qualified market reached by this outlet;

Recommended Schedule;

Costs: Negotiated Rate; Rate Card Rate; Total Negotiated Savings per Advertisement; Total Negotiated (Monthly / Yearly) Savings; Total Costs;

Ad Placement Guarantee: (Where and when the ad will appear; pages and dates);

Bonus placements for the media buy;

Any added value to the placement;

Rationale behind the placement (reasoning for placing this media buy. Comparisons to other media outlets.)

1.7.1.1. Ad Buying Traditional Scope of Work (Lot 1):

Shall provide relevant, third-party audience data (audited circulation, Nielsen ratings, etc.) for print, television, radio, outdoor, movie theater and other traditional media.

Shall report planned and delivered impressions or notify UWM in advance if such data will not be available.

Shall be familiar with means of tracking website traffic generated by advertising in traditional media (for example, web page traffic generated by a radio ad) and include this in media buys as a metric of success.

1.7.1.2. Ad Buying Digital Scope of Work (Lot 2):

Shall provide and deliver advertisements through display advertising, search engine marketing & optimization, social media, pay per click, remarketing, video ads and other digital platforms.

Shall report planned and delivered impressions or notify UWM in advance if such data will not be available.

Shall track effectiveness and conversions of digital advertisements to UWM's website.

- 1.7.2. Lots 3 & 4 Market Research (Quantitative; Qualitative):** Proposer shall provide the following for both quantitative and qualitative market research. Additional requirements specific to each are provided in Sections 1.7.2.1 and 1.7.2.2. UWM seeks the ability to supplement its in-house research capacity with the expertise of outside agencies experienced in quantitative and/or qualitative research.

Shall develop, administer and report the results of research involving prospective students, parents, faculty and staff members, current students, alumni and members of the general public.

1.7.2.1. Market Research Quantitative Scope of Work (Lot 3): Shall plan, implement and analyze statistically valid surveys (telephone and online).

1.7.2.2. Market Research Qualitative Scope of Work (Lot 4): Shall recruit participants for, implement and analyze data from focus groups, on-location interviews and in-depth interviews.

- 1.7.3. Lot 5 Production of Creative Content for Campus Units (Digital, Print, Television, and radio):** Services to include, but not limited to, the production of creative materials for campaigns as follows:

Print, television, radio, web, and outdoor advertisements;
Web graphics for inclusion on UWM's website;
Event materials such as invitations, agendas and award certificates;
Brochures, manuals, calendars, posters and direct mail postcards;
Signage;
Video.

For video, services may include studio production, scripting, editing, treatment, casting, graphics, animations, background music and narration, subject to UWM's approval.

Shall allow UWM at a minimum ten (10) working days for review and approval of creative materials.

1.7.4. Lot 6 Strategic Institutional Brand Campaign (Brand Identity and Visioning; Brand Strategy; and Development of Creative Content/ Brand Story):

Services to include but not limited to the development of creative concepts for a campaign with slogans, themes, graphics and visual elements for print, electronic media, digital media, mobile apps and word of mouth. Successful proposer will create templates for creative concepts in appropriate media formats.

UWM may opt to produce creative materials in-house based on the creative concepts, or have the successful proposer do the production work.

Shall allow UWM at a minimum ten (10) working days for review and approval of creative materials.

- 1.8. Multiple Awards/Ordering Decisions:** Due to the variety and uniqueness of potential projects, it is anticipated that awards will be made to multiple responsible proposers, which will be aggregated onto a contract list. In coordination with University Relations & Communications, other UWM departments will be allowed to compare the various vendors on the contract list for pricing, conduct interviews, and purchase from the vendor that best meets UWM's needs. UWM may also choose to use a vendor that is not on contract or use a contractor from another institution. This contract is not mandatory.

Although cost is a factor, this RFP focuses heavily on skills, ability and evidence of past work. UWM is looking to identify several potential providers with the skills and ability to accomplish a range of various projects. The intent is to create a contract with multiple vendors to be able to meet the range of requests – from small scope limited dollar projects to large, higher budget projects at UW-Milwaukee.

- 1.9. Multiple Lots:** The RFP includes six lots: (1) Ad Buying Traditional; (2) Ad Buying Digital; (3) Market Research Quantitative; (4) Market Research Qualitative; (5) Production of Creative Content for Campus Units (Digital, Print, Television, Radio); and (6) Strategic Institutional Brand Campaign (Brand Identity and Visioning; Brand Strategy; and Development of Creative Direction/ Brand Story). Proposers must complete the responses for each lot to be considered for award. Proposers may submit proposals for one lot only or for multiple lots.

- 1.10. Types of Orders** Under this contract, specific order(s) and contract blanket order(s), may be issued. All orders placed by UWM shall be bound by the terms, conditions, and pricing of awarded contract whether the department refers to the contract or not.

- 1.11. Parking:** UWM parking is very limited. Each Contractor and/or employee(s) shall make their own arrangements for parking through UWM Transportation Services.

UW-Milwaukee Transportation Services
2200 E. Kenwood Blvd
Milwaukee, WI 53201-0413
(414) 229-1122
Website: <http://uwm.edu/transportation/loadingdock/>

No additional costs will be allowed for parking fees or violations. Unauthorized vehicles parking in UWM lots or loading docks may be ticketed and or towed.

- 1.12. Smoke Free Campuses:** UWM is committed to maintaining a safe campus environment and to ensuring that it acts to the extent possible to shield its students and employees from harm. To mitigate the established health risks associated with exposure to second-hand smoke, UWM policy S-49 prohibits smoking on all campus property. "Smoking" shall include the use of any variety of lighted pipe, cigar, cigarette, or other smoking

equipment, including electronic delivery devices, whether filled with tobacco or any other type of material.

- 1.13. Contract Term:** The term of the Contract shall be for a period of one-year from July 1, 2019 through June 30, 2020 with the option for four (4) automatic additional one-year terms, unless either party notifies the other before 120 days of the renewal of the intent not to renew. UWM reserves the right to extend the contract beyond the term of the contract if it is in UWM's best interest.

2.0 PREPARING AND SUBMITTING THE PROPOSAL

- 2.1 Calendar of Events:** Listed below are specific dates and times of actions related to this RFP. The actions with dates must be completed as indicated unless otherwise changed by the RFP Manager. If the RFP Manager finds it necessary to change any of the specific dates and times, she will do so by issuing an amendment(s) to this RFP. It is the Proposer's responsibility to check VendorNet regularly for any RFP amendments. There may or may not be formal notification issued for changes to target dates and times.

Event	Due Date
RFP issue date	2/27/2019
Last Day for submitting written questions	3/13/2019 @ 9:00AM
Written Q&A posted to VendorNet (target)	3/15/2019
Proposals due	3/26/2019 @ 9:00AM
Estimated Vendor Presentations (Optional)	4/22/2019 – 4/26/2019
Estimated Notice of Intent to Award (10 day waiting period)	6/1/2019 (Estimate)
Estimated Contract Execution	7/1/2019

- 2.2 Communication/Questions:** From the date of release of this RFP until award, the only permissible communication regarding this RFP is in writing to uwmbids@uwm.edu. Violation of this condition may be considered sufficient cause for RFP rejection.

Proposers are expected to raise any questions, exceptions, or additions they have concerning the RFP. If a Proposer discovers any significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in this RFP. By failing to do so, proposers waive the right to claim any provision of this Bid is ambiguous.

- 2.3 Addendum:** Addendum(s) shall be posted on the State of Wisconsin Vendor Net website <http://vendornet.state.wi.us>. Proposers are responsible for checking this website for any future addenda or proposal information prior to the proposal closing date.

- 2.4 VendorNet:** The State of Wisconsin has implemented a web-based system called "VendorNet" to enable registered vendors to receive notice of all Official Sealed Bids/Request for Proposals (over \$50,000.00) as solicited by all state agencies.

To obtain information on the state's bidder registration system, please visit the VendorNet website at <http://vendornet.state.wi.us> or call the VendorNet Information Center (1-800-482-7813). Instructions for registration are found in the first paragraph referencing the "eSupplier Portal".

- 2.5 Submission of the Proposal:**

Delivered via Email

If bidder is submitting a bid via email to Purchasing Office, bidder shall submit to uwmbids@uwm.edu. Such email (and all proposal documents) must be received prior to the due date set forth on the cover sheet of this proposal. The subject line of Proposer's submission must contain the following: RFP P19-013-024 response" followed by "proposer's company name." Any attachments to electronic submissions must be in Microsoft Word, Microsoft Excel, Microsoft Power point, Adobe PDF, or ZIP file formats and **under 10MB** in size. UWM will not accept responsibility for any network or power outages that may occur during the transmission of bids.

Cost Proposal must be included as a separate attachment (Microsoft Word, Microsoft Excel, Microsoft Power point, Adobe PDF, or ZIP file format), to be labeled "Cost Proposal (: RFP P19-013-024"

Submitting a Proposal to any other e-mail address than uwmbids@uwm.edu does not constitute receipt of a valid Proposal by UWM. Proof of transmission does not constitute proof of receipt.

2.6 Proposal Organization and Format: Proposals must be typed and submitted on 8.5 by 11-inch paper. The response should be organized and presented in the following order. Each exhibit should be clearly labeled. Failure to submit as indicated may disqualify your proposal.

- This Cover Sheet completed and signed
- Exhibit A: Proposer Mandatory Response
- Exhibit B: Cost Sheet (must be submitted in Excel format)
- Exhibit C: Instructions for Quality Response Exhibits D-J
- Exhibit D: General Quality Response
- Exhibit E: Lot 1 Ad Buying Traditional Quality Response
- Exhibit F: Lot 2 Ad Buying Digital Quality Response
- Exhibit G: Lot 3 Market Research Quantitative Quality Response
- Exhibit H: Lot 4 Market Research Qualitative Quality Response
- Exhibit I: Lot 5 Production of Creative Content for Campus Units (Digital, Print, Television, and radio): Quality Response
- Exhibit J: Lot 6 Strategic Institutional Brand Campaign (Brand Identity and Visioning; Brand Strategy; and Development of Creative Content/ Brand Story) Quality Response

2.8 Withdrawal of Proposal: Proposers may withdraw a Proposal, in writing, at any time.

2.10 MBE Participation: With this procurement, the Proposer is encouraged to purchase services and supplies from Minority Business Enterprises (MBEs) that are certified by the State of Wisconsin, Department of Commerce, Bureau of Minority Business Development. UWM may require the Service Provider to meet with the University to identify MBE Subcontractors for the provision of services for this Contract. A list of Certified MBEs and the services and commodities that they provide is available from the RFP Manager. The list is also published on the internet at: http://www.doa.state.wi.us/mbe/minority_search.asp?locid=0 For more information, call (608) 267-3293.

3.0 CONTRACT TERMS AND CONDITIONS

3.1 Entire Contract: The contract will be awarded to the Successful Proposer based on the criteria established in this RFP, including attachments and any amendments issued. The RFP, the Bidder's response, and any written communications incorporated into the contract constitute the entire contract between the parties. The order of priority in interpreting the contract shall be as follows: (1) The Contract (2) This RFP document, including any amendments/attachments; (3) the Successful Proposer's response to RFP; (4) DOA forms 3054 and 3681; and (5) the UWM Purchase Order if one is issue.

Any exception to UWM's Contract Terms and Conditions, or any contract terms or conditions proposed by the Proposer must be provided in the Proposal response. Specific objections or additions must be listed. It is insufficient for the Proposer to cite to a document or incorporate a document by reference.

Under no circumstances will UWM sign Proposer's contract or document.

Any contract term or condition not set forth in the Proposer's Response will not be negotiated or accepted. Even if an exception is set forth in Proposer's Response, acceptance of the exception will be at the sole discretion of UWM.

3.2 Pricing Held Firm. Absent written consent, prices shall be held firm for the length of the Contract and any Contract extension. Any increase proposed price shall be submitted to the contracting agency thirty (30) calendar days before the renewal date and shall be limited to fully documented cost increases to the Proposer demonstrating to be industry-wide.

- 3.3 Compensation and Invoicing.** For marketing consulting services and the development and production of creative materials, the supplier shall be compensated at the hourly rates submitted in response to RFP J3-002-O.

For media buy consulting services, the supplier shall be compensated based on the commission rate set forth in response to RFP J3-002-O. The compensation shall be based on the net amount of media purchased.

With respect to media buys, Proposer shall invoice monthly of all approved media after it has run. Invoices must include proof of performance from each media outlet. Invoices shall detail the net media purchase and the amount of the commission after the media has run. Invoices shall specify the name of the media purchased, the reach and frequency of the purchase, and the name of the advertisement placed. Invoices shall include an ongoing tally sheet with media purchases by name of media purchased, total of media purchase agreement, total of media purchase agreement already placed, invoice numbers of each purchase, status of invoice payment, the reach and frequency of the advertisement and the name of the advertisement placed. Development of invoices and the tally sheet will take place in the first week of this Request for Proposal award year, with the final versions being agreed upon by UWM.

State prompt pay law requires payment of properly submitted invoices within thirty (30) days of receipt. Properly submitted invoices must reference UWM's Purchase Order. A good faith dispute creates an exception to prompt payment. UWM is exempt from payment of all federal tax and Wisconsin state and local taxes on its purchases.

- 3.4 Travel Per Diems.** All the Contractor's travel and per diem expenses shall be the Contractor's sole responsibility. Payment to the Contractor by the University shall not include an additional amount for this purpose. Proposers cost proposal must include all transportation charges, meals etc.

- 3.5 Limitation of Cost:** It is hereby stipulated and agreed that the total cost to the University for the Performance of the work under this Agreement will not exceed the funding limitation set forth in the University's purchase order and the Contractor agrees to perform the work specified and all obligations under this Agreement within such funding limitation. Contractor agrees to notify the University in writing no later than when the billable amounts reach eighty percent (80%) of the funding limitation in an order and will include in such notification an estimate to complete the requirements of the order. The University shall not be obligated to reimburse Contractor for billing in excess of the funding limitation set forth in the order, and Contractor shall not be obligated to continue performance of work under the order or to incur costs in excess of the funding limitations if such increased costs are due to additional requirements identified by the University after the initiation of effort on the work specified in the order, unless and until a change order or amendment to the order increasing the funding limitation is approved by the University.

- 3.6 Background Check.** This contract is contingent upon, Contractor supplying workers who have passed a criminal background check that includes a national criminal background check database demonstrating the worker(s) have no convictions or pending criminal charges that are substantially related to the contracted for activities or services, including but not limited to, those that would render the worker unsuitable for regular contact with children. Disqualifying convictions or charges include, but are not limited to, sexual, violent, and drug offenses.

If, during services to UWM, Contractor (or its employee) observes an incident or threat of child abuse or neglect, or learns of an incident or threat of child abuse or neglect, and the Contractor (or its employee) has reasonable cause to believe that child abuse or neglect has occurred or will occur, Contractor must make a report of that abuse or neglect to law enforcement or to a county social service agency as provided in UW's Policy on Mandatory Reporting of Child Abuse and Neglect ("the Policy"). If the suspected child abuse or neglect involves an allegation against a UW employee or agent (e.g. student, volunteer, contractor, etc.), or the incident or threat of child abuse or neglect occurred on the UW campus or during a UW-sponsored, the Contractor shall also report to the UWM Police Department or UWM's Office for Equity and Diversity.

- 3.7 United States Services:** The State of Wisconsin requires purchased contractual services to be performed in the United States. Some exceptions apply, including procurements subject to the conditions of the World Trade Organization Government Procurement Agreement (WTGPA) and those listed in (Wis. Stats. 16.705 (1r). Subject to these exceptions, Contractor warrants that the services provided to the University under this contract will be performed in the United States. The inability to perform required services in the United States shall be grounds for disqualifying your proposal for this contract.

- 3.8 Student Privacy (FERPA):** Confidential University Data is defined as any data or information that Contractor creates, obtains, accesses (via records, systems, or otherwise), receives (from University or on behalf of the University), or uses in the course of its performance of the contract which include, but may not be limited to: social security numbers; credit card numbers; any data protected or made confidential or sensitive by the Family

Educational Rights and Privacy Act, as set forth in 20 U.S.C. §1232g ("FERPA"), the Health Insurance Portability and Accountability Act of 1996 and the federal regulations adopted to implement that Act (45 CFR Parts 160 & 164 "the HIPAA Privacy Rule"), collectively referred to as "HIPAA", the Gramm-Leach-Bliley Act, Public Law No: 106-102 ("GLB"), Wisconsin state statute 134.98 or any other applicable federal or Wisconsin law or regulation. Functionality and automatically generated content that includes any Confidential University Data must have mechanisms to comply with the FERPA, HIPAA, GLB, Wisconsin state statutes or any other applicable federal or Wisconsin law or regulation, and UW Policies.

3.9 Amendments: No amendment or modification of any provision of this Contract shall be effective unless the same shall be in writing and signed by both Parties. In the event of any conflicts or disputes among the documents constituting the Contract, the order of priority to resolve those contracts shall be in the order the documents are listed above.

3.10 Notices. Notices shall be in writing and shall be deemed to have been delivered upon (i) personal delivery, or (ii) as of the second business day after mail by US Mail or (iii) upon next business day if delivered by Federal Express or similar overnight delivery system, or on the same business day if by facsimile, addressed as follows:
If to UWM: If to Proposer:

Thomas Luljak

180A Chapman Hall

2310 East Hartford Avenue

Milwaukee, WI 53211

Or to such other address or to such other person as a party may designate for such purpose.

3.11 Copyright: The Contractor affirms that to the best of its knowledge all materials furnished and used are its own original material or material which they have obtained the copyright to use for the purposes of this Agreement. Written copies of copyright clearances may be required by the University

The Contractor's work under this Agreement is a "work for hire" and that the owner of such work is The Board of Regents of the University of Wisconsin System. If for any reason the work performed by Contractor under this Agreement is found not to constitute a work for hire, then, in consideration for the payment set forth under this Agreement, Contractor hereby assigns all rights in the intellectual property created, including the copyright, to The Board of Regents of the University of Wisconsin System.

The Contractor agrees that the copyright and all other rights pertaining to the work product furnished under this agreement, including any royalties or fees that may accrue, shall belong to the Board of Regents of the University of Wisconsin System.

3.12 Ownership of Data/Work Product. University and Contractor agree that all Work Products produced pursuant to this Contract shall be considered work made for hire under the U.S. Copyright Act, 17 U.S.C. §101 *et seq.*, and shall be owned by University. Ownership includes the right to copyright, patent, register and the ability to transfer these rights and all information used to formulate such Work
If for any reason the Work Product would not be considered a work made for hire under applicable law, Contractor assigns and transfers to University the right, title and interest in and to all rights in the Work Product.

Contractor shall not use or in any manner disseminate any Work Product to any third party or represent in any way Contractor ownership in any Work Product. Contractor shall take all reasonable steps necessary to ensure that its agents, employees, or Subcontractors shall not copy or disclose, transmit or perform any Work Product or any portion thereof, in any form, to any third party.

Material that is delivered under this Contract, but that does not originate therefrom ("Preexisting Material"), shall be transferred to University with a nonexclusive, royalty-free, irrevocable license to translate, reproduce, deliver, perform, display, and dispose of such Preexisting Material, and to authorize others to do so except that such license shall be limited to the extent to which Contractor has a right to grant such a license. Contractor agrees to obtain, at its own expense, express written consent of the copyright holder for the inclusion of Preexisting Material. University shall receive prompt written notice of each notice or claim of copyright infringement or infringement of other intellectual property right received by Contractor with respect to any Preexisting Material

delivered under this Contract. The University shall have the right to modify or remove any restrictive markings placed upon the Preexisting Material by Contractor.

Contractor recognizes and agrees that the University data is and shall always remain confidential to University (for itself and on behalf of its designated Users) and University shall retain all right, title and interest in and to the data. Contractor shall acquire no right, title or interest in or to the data. Contractor further agrees that it shall protect the data and keep such data confidential as required by law.

3.13 Trademark. In the event your campus client/project requires you to create product(s) using UWM marks (e.g., apparel, signage, etc.), please note that you must use follow the brand standards put forth by UWM which can be found here: <https://uwm.edu/branding/> . These brand standards include, but are not limited to, the proper use of University colors, logos, names and other references. Contractor will be expected to work very closely with our University Relations and Communications department to ensure compliance.

3.14 World Wide Web Accessibility: All finished product must be in compliance with the World Wide Web standards defined in the Federal Rehabilitation Act Section 508, specifically subsections 1194.22 and subsection 1194.31 and meet WCAG 2.0 AA accessibility guidelines.

3.15 Intellectual Property of UWM. Proposer recognizes that it is acquiring no rights to the name or any other intellectual property of UWM, except for a limited revocable license to use same for the sole purpose of performing the services hereunder. Proposer agrees that the list of actual or potential corporate/entity sponsors and any script(s) or written materials for any of the marketing/sales messages which Proposer develops in connection with the Services shall be owned exclusively by UWM regardless of their origin and Proposer hereby assigns to UWM any and all rights Proposer may have in such list, scripts or any other intellectual property developed for or used in the performance in the Contract as all shall constitute contracted for work for hire deliverables.

Proposer shall not release corporate/entity account information outside of UWM without UWM's prior written approval.

Proposer agrees to not use in the offering of its services to any non-UWM party promotional or marketing material which states expressly or by fair implication that the UWM endorses Proposer without UWM's prior written approval.

3.16 Confidential Information. Proposer acknowledges that it may receive confidential information and trade secrets ("Confidential Information") from UWM while performing the Services under the Contract, including without limitation, lists of sponsors and potential sponsors. Proposer shall agree to safeguard the Confidential Information using measures that are equal to the standard of performance used by Proposer to safeguard its own Confidential Information of comparable value, but in no event less than reasonable care.

Proposer shall not use any Confidential Information for any purpose except to perform its obligations under the Contract and as otherwise expressly contemplated by the Contract; provided, however, that if Proposer or its representative is requested or required to disclose any Confidential Information, Proposer shall promptly notify UWM of such request or requirement so that UWM may seek an appropriate protective order or other appropriate relief and/or waive compliance with provisions of the Contract.

The secrecy of the Confidential Information disclosed pursuant to the Contract shall be maintained for such time that the disclosing party maintains its confidentiality. Confidential Information shall not include any information which is publicly available at the time of disclosure or subsequently becomes publicly available through no fault of the recipient party or is rightfully acquired by the recipient party from a third party who is not in breach of a Contract to keep such information confidential or is the result of verifiable independent development by the recipient without the use of Confidential Information.

Upon any expiration or termination of the Contract, Proposer shall promptly return or destroy any Confidential Information of UWM and any copies, extracts and derivatives thereof and shall provide proof of having done so

3.17 Subcontracting. Any contract resulting from this bid shall not be, in whole or in part, subcontracted, assigned, or otherwise transferred to any Subcontractor without prior written approval by Purchasing, Pam Loignon, loignon@uwm.edu . Upon request Contractor must provide Subcontractor's complete contact information including EIN# (TIN#, SS#) and signed W-9 form.

The Contractor shall be directly responsible for any subcontractor's performance and work quality when used by the Contractor to carry out the scope of the job. UWM reserves the right to assess Contractor damages more than the contract amount for Subcontractor's failure to perform or inability to complete required project milestones.

Subcontractors must abide by all terms and conditions under this Contract.

3.18 Termination. UWM may terminate the Contract:

Should the defaulting party fail to remedy the same within said period, the other party shall then have the right to terminate this Contract immediately.

Shall the Contractor fail to perform under the terms, conditions and specifications of this Contract; the aggrieved party may notify the other party in writing of such that the same be remedied within five (5) calendar days.

UWM reserves the right to cancel any contract in whole or in part without penalty due to non-appropriation of funds.

Each party will assist the other party in the orderly termination of this contract and the transfer of all aspects hereof, tangible or intangible, as may be necessary for the orderly, non-disruptive business continuation of each party.

3.19 Waiver. The failure of either party to enforce at any time any of the provisions hereof or exercise any right or option hereunder shall not be construed to be a waiver of the right of such party thereafter to enforce any such provisions or exercise such right or option. Any consent by any party to, or waiver of, a breach by the other, shall not constitute consent to, waiver of, or excuse of any other, different, or subsequent breach.

3.20 Additional Terms and Conditions: By submitting this form you expressly agree to be bound by DOA-3054, Standard Terms and Conditions (RFB/RFP), and DOA-3681, Supplemental Standard Terms and Conditions for Procurements for Services. They can be found online at: <https://vendornet.wi.gov/Forms.aspx>

Any exceptions to these terms and conditions must be submitted separately under Exhibit C the response and alternate language must be submitted. Any exceptions to the terms and conditions may deem your bid non-responsive and not available for award. Submission of this form does NOT represent a commitment from UWM.

4.0 PROPOSAL SELECTION AND AWARD PROCESS:

4.1 Preliminary Evaluation: The Proposals will be reviewed initially to determine if the mandatory requirements are met. Failure to meet the mandatory requirements will result in rejection of the proposal. If all proposers do not meet one or more of the mandatory requirements, UWM reserves the right to continue the evaluation of the proposals and to select the Proposal which most closely meets the requirements specified in this RFP.

4.2 Method of Award: Awards will be granted to the highest scoring responsive and responsible Proposer(s) in total, by any grouping of lots, and/or by lot. The proposals will be reviewed by an Evaluation Committee ("Committee" and Purchasing. The Committee will evaluate and score the proposals in total except for the cost portion of the RFP. The lowest cost Proposer will receive full points (200). All other Proposals will receive points based on a calculation that compares the relative difference of each proposal against the lowest cost. Total points of Proposers will be weighted to allow for a 5% preference to a certified minority business enterprise under s. 16.75 (3m), Wis. Stats. Proposers may not contact members of the Committee except at the RFP Manager's specific direction.

In carrying out the scope of this Contract, the Contractor may be required to perform services on UWM property. Proposers cost must inclusive of all costs including transportation, travel etc. No additional fees will be allowed.

4.3 Cost Proposal Scoring: The lowest priced proposal will receive 100% of the allotted cost points. All other proposals will be scored using the formula as follows:

Lowest Proposed Blended Hourly Cost X Maximum evaluation points given to cost = SCORE

Other Proposer's Cost (varies according to proposal being scored)

Calculation of points awarded to subsequent proposals will use the lowest dollar proposal amount as a constant

numerator and the dollar amount of the firm being scored as the denominator. This result will always be less than one. The result is then multiplied by the number of points given to the cost section of the RFP.

- 4.4 Evaluation Criteria:** The Proposals for each lot will be scored using the following criteria. The total number of points possible for each lot is 3000 (Lot + General Quality Response + Cost + UWM Ts&Cs). Awards will be made to the highest-ranked proposers as set forth in this RFP.

Exhibit A: Proposer Mandatory Response (Terms and Conditions section).....	100 points
Exhibit B: Cost Sheet.....	300 points
Exhibit C: Instructions for Quality Responses Exhibits D-J.....	0 points
Exhibit D: General Quality Response.....	600 points
Exhibit E: Lot 1 Ad Buying Traditional Quality Response.....	2000 points
Exhibit F: Lot 2 Ad Buying Digital Quality Response.....	2000 points
Exhibit G: Lot 3 Market Research Quantitative Quality Response.....	2000 points
Exhibit H: Lot 4 Market Research Qualitative Quality Response.....	2000 points
Exhibit I: Lot 5 Production of Creative Content for Campus Units (Digital, Print, Television, and radio) Quality Response.....	2000 points
Exhibit J: Lot 6 Strategic Institutional Brand Campaign (Brand Identity and Visioning; Brand Strategy; and Development of Creative Content/ Brand Story) Quality Response.....	2000 points

- 4.5 Verbal Presentation/Interview of Top Scoring Proposers:** Top scoring Proposers based on an evaluation of the written Proposal may be required to participate in an oral presentation/interview/demonstration to support and clarify their Proposals, if requested at no cost to UWM. UWM will make every reasonable attempt to schedule each presentation at a time and location that is agreeable to the Proposer. Failure of a Proposer to participate on the date scheduled may result in rejection of the Proposer's Proposal.

- 4.6 Award and Final Offers:** The contract will be awarded to the highest scoring Proposer(s) providing contract negotiations are successful. UWM reserves the right, in its sole discretion, to reject any and all Proposals for any reason or no reason. UWM may negotiate the terms of the Contract, including the award amount, with the selected Proposer prior to entering into a Contract. If Contract negotiations cannot be concluded successfully with the highest scoring Proposer, the agency may negotiate a Contract with the next highest scoring Proposer

Alternatively, the highest scoring proposer or proposers may be requested to submit final and best offers. If final and best offers are requested, they will be evaluated against the stated criteria, scored and ranked by the evaluation committee. All respondents will be treated equally, and no information will be transmitted from one respondent about the other respondent's offer during the process. UWM reserves the right to apply additional criteria not listed in the original RFP to the BAFO process, but any additional criteria will be disclosed to Proposers in the BAFO request. The award then will be granted to the highest scoring proposer. A proposer should not expect that the State will request a final and best offer.

- 4.7 Right to Reject Proposals and Negotiate Contract Terms:** UWM reserves the right, in its sole discretion, to reject all Proposals for any reason or no reason. As more specifically set forth in Section 4.6 of RFP, UWM may negotiate the terms of the Contract, including the Award amount, with the selected Proposer prior to entering into a Contract. If Contract negotiations cannot be concluded successfully with the highest scoring Proposer, the agency may negotiate a Contract with the next highest scoring Proposer.

- 4.8 Reference Checks:** References may be contacted to confirm the Bidder's abilities and qualifications as stated in the Bidder's response. UWM may perform due diligence by contacting any other applicable business reference, including references from within the UW System. UWM reserves the right to disqualify any Bidder whose references don't support their stated claim of qualifications in their response.

- 4.9 .MBE/WBE** The State of Wisconsin policy provides that minority-owned business enterprises certified by the Wisconsin Department of Commerce, Bureau of Minority Business Development should have the maximum opportunity to participate in the performance of its contracts. The supplier/contractor is strongly urged to use due diligence to further this policy by awarding subcontracts to minority-owned business enterprises or by using such enterprises to provide goods and services **incidental to this Contract, with a goal of awarding at least 5% of the contract price to such enterprises.**

- 4.10 Notification of Intent to Award:** All Proposers who respond to this RFP will be notified in writing of UWM's intent

to award the Contract as a result of this RFP.

After the Award is made, and Final Contract is signed by UWM and awarded vendor. Copies of proposals will be available for public inspection, in whole, except for all materials deemed to be confidential and proprietary information on the attached Form DOA-3027

Proposers must schedule reviews with the RFP Manager prior to inspecting accepted Proposals.

- 4.11 Appeals Process:** Notices of intent to protest and protests must be made in writing to the head procuring agency. Protestors should make their protests as specific as possible and should identify statutes and Wisconsin Administrative Code provisions that are alleged to have been violated.

Any written notice of intent to protest the intent to award a contract must be filed with and received by Tom Scrivener no later than five (5) working days after the notices of intent to award are issued. Any written protest must be received within ten (10) working days after the notice of intent to award is issued.

Tom Scrivener
Procurement Director
Engelmann Hall 220
2033 East Hartford Avenue
Milwaukee, WI 53211
scrivene@uwm.edu

The decision of the head of the procuring agency may be appealed to the Secretary of the Department of Administration within five (5) working days of issuance, with a copy of such appeal filed with the procuring agency. The appeal must allege a violation of a Wisconsin statute or a section of the Wisconsin Administrative Code.

- 4.12 Proprietary Information:** Any information contained in the proposer's response that is proprietary must be detailed separately on form DOA-3027 and submitted as set forth on the Proposal Cover Sheet. Marking of the response as proprietary will neither be accepted nor honored. UWM cannot guarantee that all such material noted remains confidential, particularly if it becomes a significant consideration in contract award. Information will only be kept confidential to the extent allowed by State of Wisconsin Public Disclosure Law. A copy of the form needed to designate portions of your submission as proprietary can be found at:
<http://vendornet.state.wi.us/vendornet/doaforms/doa-3027.doc>.

Exhibit A: Proposer Mandatory Response

Instructions: Bidder is required to complete all sections of this form.

Section 1: Bidder Information		
Bidder/Proposer Company Name:		E-Mail Address:
Phone Number:	Toll Free Phone:	Fax:
Address:		
City:	State:	Zip:
Section 2: Bidder Contacts		
List the name and title of the person to contact for questions related to each of the topics below:		
Topic	E-Mail Address	Phone
Bid/Proposal		
Affirmative Action Plan		
Orders and billing		
Section 3: Bidder Reference: (This will not be scored but will be checked before award).		
Provide company name, address, contact person, telephone number, and appropriate information on the product(s) and/or service(s) used with requirements like those included in this solicitation document. If vendor is proposing any arrangement involving a third party, the named references should also be involved in a similar arrangement. Fill out the information below for all organizations and/or clients with whom the Proposer has done business with over the last five (5) years who demonstrate similar business needs to those specified in this RFP.		
Company Name:		
Address (including City, State, Zip):		
Contact Person:	E-Mail Address:	Phone:
List Product(s) and/or Service(s) Used:		
Company Name:		
Address (including City, State, Zip):		
Contact Person:	E-Mail Address:	Phone:
List Product(s) and/or Service(s) Used:		
Company Name:		
Address (including City, State, Zip):		
Contact Person:	E-Mail Address:	Phone:
List Product(s) and/or Service(s) Used:		

Company Name:		
Address (including City, State, Zip):		
Contact Person:	E-Mail Address:	Phone:
List Product(s) and/or Service(s) Used:		

Section 4: Supplier Agreement: Wisconsin's Cooperative Purchasing Service

Wisconsin statutes (s. 16.73, Wis. Stats.) establish authority to allow Wisconsin municipalities to purchase from state contracts. Participating in the service gives vendors opportunities for additional sales without additional bidding. Municipalities use the service to expedite purchases. A "municipality" is defined as any county, city, village, town, school district, board of school directors, sewer district, drainage district, vocational, technical and adult education district, or any other public body having the authority to award public contracts (s. 16.70(8), Wis. Stats.). Federally recognized Indian tribes and bands in this state may participate in cooperative purchasing with the state or any municipality under ss. 66.0301(1) and (2), Wis. Stats.

Interested municipalities:

- Will contact the contractor directly to place orders referencing the state agency contract number; and
- Are responsible for receipt, acceptance, and inspection of commodities directly from the contractor, and making payment directly to the contractor. The State of Wisconsin is not party to these purchases or any dispute arising from these purchases and is not liable for delivery or payment of any of these purchases.

Bidders/Proposers may or may not agree to furnish the commodities or services of this bid/proposal to Wisconsin municipalities. A vendor's decision on participating in these services has no effect on awarding this contract.

Bidder: Please indicate your willingness to furnish the commodities or services to Wisconsin municipalities by checking the appropriate box below.

☐ I Agree to furnish the commodities or services of this bid/proposal to Wisconsin municipalities with any special conditions noted below.

☐ I Do Not Agree to furnish the commodities or services to Wisconsin municipalities.

1)

A vendor in the service may specify a minimum order sizes by volume or dollar amount, additional charges beyond normal delivery areas, or other minimal charges for municipalities.

2)

3) Special Conditions (if applicable):

Section 5: Bidder Identification (Check all that apply)

☐ We claim minority bidder preference [Wis. Stats.16.75(3m)(b)(3)]. Under Wisconsin Statutes, a 5% preference may be granted to CERTIFIED Minority Business Enterprises. Bidder must be certified by the Wisconsin Supplier Diversity Program. If you have questions concerning the certification process, contact the Wisconsin Supplier Diversity Program, 6th Floor, 101 E. Wilson St., Madison, WI 53703, (608) 267-9550. **Does Not Apply to Printing Bids.**

☐ We claim disabled veteran owned business bidder preference [Wis. Stats.16.75(3m)(b)(3)]. Under Wisconsin Statutes, a 5% preference may be granted to CERTIFIED Disabled Veteran Owned Businesses. Bidder must be certified by the Wisconsin Supplier Diversity Program. If you have questions concerning the certification process, contact the Wisconsin Supplier Diversity Program, 6th Floor, 101 E. Wilson St., Madison, WI 53703, (608) 267-9550.

☐ We are a work center certified under Wis. Stats. S. 16.752 employing persons with severe disabilities. Questions concerning the certification process should be addressed to the Work Center Program, State Bureau of Procurement, 6th Floor, 101 E. Wilson St., Madison, WI 53703, (608) 266-5462.

Section 6: Bidder Certifications

Wis. Stats. s. 16.754 directs the state to purchase materials which are manufactured to the greatest extent in the United States when all other factors are equal. Materials covered in our bid were manufactured in whole or in substantial part in

the United States. <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unknown			
<input type="checkbox"/> We certify that we are not currently engaged in a boycott of the State of Israel. Should we be awarded a contract, we understand that future engagement in a boycott of the State of Israel may result in contract termination.			
<input type="checkbox"/> UWM will rely on statements, information and representations in your Proposal. You certify that all statements, information and representations prepared and submitted in response to this RFP are current, complete, true and accurate and true and it is understood that any false, misleading or missing information may disqualify the Proposal.			
<input type="checkbox"/> We certify that we have not, either directly or indirectly, entered into any agreement or participated in any collusion or otherwise taken any action in restraint of free competition, that no attempt has been made to induce any other person or firm to submit or not to submit a bid, that this bid has been independently arrived at without collusion with any other bidder, competitor or potential competitor; that this bid has not been knowingly disclosed prior to the opening of bids to any other bidder or competitor; that the above statement is accurate under penalty of perjury.			
<input type="checkbox"/> The Contractor shall always comply with and observe all federal and state laws, local laws, ordinances, and regulations which are in effect during the period of this contract and which in any manner affect the work or its conduct. UWM reserves the right to cancel this contract if the Contractor fails to follow the requirements of s.77.66, Wis. Stat, and related statutes regarding certification for collection of sales and use tax. UWM also reserves the right to cancel this contract with any federally debarred contractor or a contractor that is presently identified on the list of parties excluded from federal procurement and non-procurement contracts.			
<input type="checkbox"/> You certify that you have the financial ability, willingness and business integrity necessary to perform under this contract. You certify that you are aware of, fully informed about, and in full compliance with all applicable federal, state and local laws, rules, regulations and ordinances, and neither your company nor any of its officers or directors is currently debarred or suspended from doing business with the Federal government, the State of Wisconsin, any other state in the United States, or any of their respective agencies, and you have no reason to believe that condition will change over the term of the contract resulting from this RFP.			
<input type="checkbox"/> You certify that you have carefully examined all instructions, requirements, specifications, terms and conditions of this RFP; and hereby offer to furnish the Work and/or Goods, as applicable, at the prices quoted in your Proposal, and in accordance with the requirements, specifications, term and conditions of this RFP. You acknowledge your acceptance of the evaluation process described in this RFP, and that the University may make subjective judgments as part of the evaluation in its sole discretion. You certify that you have the necessary experience, knowledge, abilities, skills, capacity, and resources to satisfactorily perform the requirements, specifications, terms and conditions of this RFP.			
<input type="checkbox"/> You agree that your response to this RFP will be deemed part of any contract that may be awarded to you as a result of your response.			
<input type="checkbox"/> You certify you submit your Proposal at your own risk and expense and waive and release the University from any claim for damages or other liability arising out of or relating to this RFP or award process. You certify that your Proposal is a valid, firm and that your Proposal, if accepted, shall remain valid for the life of the resulting contract.			
<input type="checkbox"/> We will comply with all terms, conditions and specifications required by the state in this Request for Bid/Proposal and all terms of our bid.			
<input type="checkbox"/> The undersigned has legal authority to bind the Proposer to this RFP.			
<input type="checkbox"/> UWM accepts electronic signatures with the same force and effect as original, physically written signatures. By placing your name and email address here, you are certifying that you have the authority to bind your organization and that you agree to be bound by the certifications and all statements, representations, attachments, warranties and guaranties made in this Proposal, including but not limited to price, performance and financial terms. (Certify by typing your name and email address.)			
Section 8: Bidder Signature			
Name of Authorized Company Representative:	Title:	Phone:	Fax:
Signature of Above	Date:	Email:	

Response to RFP Mandatory Requirements

Instructions: The requirements listed below are taken from Section 1.6 "Mandatory Requirements" of the RFP. For each requirement, please indicate whether you agree to meet the requirement by marking "Yes" or "No". Please note that your response may be disqualified if you mark "No" to any of these requirements.

Requirements	Do you agree to meet this requirement? Please mark "Yes" or "No".
Proposer and/or its principals must currently be and have been providing this service for the past three years to a higher education institution and/or nonprofit organization.	<input type="checkbox"/> Yes <input type="checkbox"/> No
Contractor must work very closely with our University Relations and Communications Department to understand, support and adhere to UWM goals, objectives, as well as our branding requirements.	<input type="checkbox"/> Yes <input type="checkbox"/> No
Services provided under this contract must be accompanied with a fully executed (fully signed) scope of work and must adhere to the terms, conditions and pricing of this contract.	<input type="checkbox"/> Yes <input type="checkbox"/> No
UWM reserves the right to interview and approve any account representative assigned under this Contract. Should UWM in its sole discretion become unsatisfied with the assigned account representative, UWM may request a replacement and Proposer shall replace the account representative with no additional charges to UWM.	<input type="checkbox"/> Yes <input type="checkbox"/> No
Proposer shall take reasonable efforts to ensure that personnel assigned to its account management team will serve diligently throughout the term of the contract for at least a twelve-month period, unless UWM requests the replacement of a member or a member leaves Proposer's employment. Any changes to the account team must be discussed with and any proposed replacements must be approved in writing by UWM via a contract amendment.	<input type="checkbox"/> Yes <input type="checkbox"/> No
Upon request, team personnel shall be available to timely attend all meetings deemed necessary by UWM to manage the account. Proposer shall, at no cost to UWM, attend meetings with appropriate UWM representatives. If the Contractor is not located within an hour's driving of UWM's main location, Proposer will have the option to participate in video- or tele-conferencing with the UWM's representatives throughout the contract term.	<input type="checkbox"/> Yes <input type="checkbox"/> No
Proposer must adhere to UWM's branding guidelines. More information may be found here: https://uwm.edu/branding/ .	<input type="checkbox"/> Yes <input type="checkbox"/> No
Proposer shall purchase only media that UWM has instructed Proposer to purchase. Only agreed-upon personnel from University Relations shall have the authority to direct the purchase of media.	<input type="checkbox"/> Yes <input type="checkbox"/> No

UWM Terms and Conditions

Instructions: Please complete the following. **Please note that UWM Terms and Conditions is worth 100 points out of the 3,000 total points available in the RFP.** If you mark "Yes" and agree to all of UWM's Terms and Conditions, you will receive 100 points for this section. If you mark "No" and do not agree to all of UWM's Terms and Conditions, you will receive 0 points for this section.

By submitting this form, you expressly agree to be bound by the terms and conditions in the RFP document, as well as to DOA-3054, Standard Terms and Conditions (RFB/RFP) and DOA-3681, Supplemental Standard Terms and Conditions for Procurements for Services. They can be found online at:

<https://vendornet.wi.gov/Forms.aspx>

Do you agree to comply with all terms, conditions and specifications as set forth?

☐ Yes ☐ No

If there are any terms you are not able to meet, please list and explain here:

This document can be made available in alternate formats to individuals with disabilities upon request.

END OF DOCUMENT.

Exhibit B Cost Proposal

Directions: You must fill out each "blue highlighted cell" for each lot you are proposing. Your cost must be fully inclusive of all charges to UWM. UWM will not pay any additional charges.

Lots 1 & 2: You must fill out for each your % commission rate.

Lots 3 - 6: You fill out for each your maximum blended hourly cost. Your maximum blended wage rate is the highest hourly rate you will charge UWM. UWM and the contractor may negotiate this rate on a project by project basis.

Lot	Description	Proposer % Commission Rate (this is the amount the Proposer keeps)
1	Ad Buying Traditional*	
2	Ad Buying Digital*	
Lot	Description	Maximum Blended Hourly Cost to UWM
3	Market Research Quantitative	
4	Market Research Qualitative	
5	Production of Creative Content for Campus Units	
6	Strategic Institutional Brand Campaign (Brand Identity and Visioning; Brand Strategy; and Development of Creative Content/ Brand Story):	

* Supplier compensation shall be commission-based. Supplier shall submit monthly invoices detailing the net amount of the media purchase and the amount of the commission. Invoices must specify the name of the media purchased, the reach and frequency of the purchase, and the name of the advertisement placed. Monthly invoices shall include an ongoing tally sheet with media purchases by name of media purchased, total of pending media purchases, total of media purchases already placed, invoice numbers for each purchase, status of invoice payment, the reach and frequency of the advertisements and the name of the advertisements placed. Development of invoices and the tally sheet will take place in the first week of this Request for Proposal award year, with the final versions being agreed upon by UWM.

Exhibit C: Quality Exhibits D-J Instructions

Directions: Exhibit D **must** be completed and submitted with your response, regardless of which or how many lots you are responding to. There are 6 lots for this RFP, Exhibits E-J. It is **not mandatory** to respond to all 6 lots. Please only respond to the lots for which you would like to be considered for award.

Please clearly label and separately attach each exhibit when submitting your response.

You must provide three (3) different case studies for each lot you are responding to. However, **you may re-use case studies you provided for one lot in another lot**. If you will be re-using case studies between lots, please clearly state so in your response.

For any exhibits where there are limitations on response length, UWM will stop reading and scoring at the end of that limitation. For example, if you submit a 10-page case study for Exhibit E Lot 1, UWM will only read and score through the first 5 pages.

Lots will be awarded based on a 3,000-point total. A breakdown of how each lot will be awarded is listed under each exhibit below.

In addition to the lot exhibits, you must also submit the following documents with your response (you only need to fill these out and submit them **once**).

- The RFP cover sheet completed and signed
- Exhibit A: Proposer Mandatory Response
- Exhibit B: Cost Sheet (only fill out the cost for the lots you are responding to)
- Exhibit D: General Quality Response

EXHIBIT D GENERAL QUALITY RESPONSE (600 POINTS)

Please provide a written response to the following categories (limit 3-5 pages total).

Company History

- Provide a brief (less than one page) general history of your firm. Include the size of your firm and location(s).
- Describe your firm's previous experience providing services to other universities and colleges (public or private). Include the number of years your firm has worked with/represented other higher education institutions.

Key Personnel Providing Services

- Identify the types of staff positions that would be made available to work on projects under this contract.
- Identify the types of subcontractors or partners that will participate in projects and describe their intended role.

Approach to Services

- Describe how your firm will work with University Relations to manage the creative process and the relationship, and your firm's method for implementing changes.

Quality Assurance/Warranty

- State your firm's ability/capability to warrant your services to the requirements/objectives in the RFP.
- Describe your firm's approach to project management, including what safeguards are in place to ensure milestones, deadlines, expectations, etc. are met in the time agreed upon.

EXHIBIT E LOT 1: AD BUYING TRADITIONAL QUALITY RESPONSE (2,000 POINTS)

Please explain, in writing, how your firm meets all the requirements in Sections 1.7.1 and 1.7.1.1 of the RFP. Your response must include, at a minimum:

General Exhibit E Response (limit 3 pages)

- **Company Experience:** Your firm's experience and capabilities in providing traditional media buy services.
- **Established Media Relations:** Any established relationships your firm has with media in targeted area, the number of years you've had a business relationship with each, and your approximate annual spend with each.
- **Metrics:** Suggest metrics to assess the efficacy of the services sought to be delivered.

Case Studies (each case study is limited to 2,500 words or a 3-minute video)

- Provide **three case studies** that demonstrate your best work in traditional ad buying. Describe the challenges you faced, your approach to solving them, and the outcomes. Outline your contributions, the clients' contributions, an approximate budget (or budget range), project timeline and metrics used to judge success. Case studies may be submitted with the proposal or as links to existing online examples.

Award Process for this lot (3,000 total points available):

Exhibit E: this Exhibit (2,000 points)

Exhibit A: Proposer Mandatory Response (Terms and Conditions) (100 points)

Exhibit B: Cost Sheet (300 points)

Exhibit D: General Quality Response (600 points)

EXHIBIT F: LOT 2 AD BUYING DIGITAL QUALITY RESPONSE (2,000 POINTS)

Please explain, in writing, how your firm meets all the requirements in Sections 1.7.1 and 1.7.1.2 of the RFP. Your response must include, at a minimum:

General Exhibit F Response (limit 3 pages)

- **Company Experience:** Your firm's experience and capabilities in providing ad buy services with digital media.
- **Established Medial Relations:** Any established relationships your firm has with social and digital media, including the number of years you've had a business relationship with each, and your approximate annual spend with each.
- **Metrics:** Suggest metrics to assess the efficacy of the services sought to be delivered.

Case Studies (each case study is limited to 2,500 words or a 3-minute video)

- Provide **three case studies** that demonstrate your best work in digital ad buying. Describe the challenges you faced, your approach to solving them and the outcomes. Outline your contributions, the clients' contributions, an approximate budget (or budget range), project timeline and metrics used to judge success. Case studies may be submitted with the proposal or as links to existing online examples.

Award Process for this lot (3,000 total points available):

Exhibit F: this Exhibit (2,000 points)

Exhibit A: Proposer Mandatory Response (Terms and Conditions) (100 points)

Exhibit B: Cost Sheet (300 points)

Exhibit D: General Quality Response (600 points)

EXHIBIT G: LOT 3 MARKET RESEARCH QUANTITATIVE QUALITY RESPONSE (2,000 POINTS)

Please explain, in writing, how your firm meets all the requirements in Sections 1.7.2 and 1.7.2.1 of the RFP. Your response must include, at a minimum:

General Exhibit G Response (limit 2 pages)

- Company Experience: Your firm's experience and capabilities in quantitative market research.
- Metrics: Suggest metrics to assess the efficacy of the services sought to be delivered.

Case Studies (each case study is limited to 2,500 words or a 3-minute video)

- Provide **three case studies** that demonstrate your best work in quantitative market research. Describe the challenges you faced, your approach to solving them, and the outcomes. Outline your contributions, the clients' contributions, an approximate budget (or budget range), project timeline and metrics used to judge success. Case studies may be submitted with the proposal or as links to existing online examples.

Award Process for this lot (3,000 total points available):

Exhibit G: this Exhibit (2,000 points)

Exhibit A: Proposer Mandatory Response (Terms and Conditions) (100 points)

Exhibit B: Cost Sheet (300 points)

Exhibit D: General Quality Response (600 points)

EXHIBIT H LOT 4 MARKET RESEARCH QUALITATIVE QUALITY RESPONSE (2,000 POINTS)

Please explain, in writing, how your firm meets all the requirements in Sections 1.7.2 and 1.7.2.2 of the RFP. Your response must include, at a minimum:

General Exhibit H Response (limit 2 pages)

- Company Experience: Your firm's experience and capabilities in qualitative market research.
- Metrics: Suggest metrics to assess the efficacy of the services sought to be delivered.

Case Studies (each case study is limited to 2,500 words or a 3-minute video)

- Provide **three case studies** that demonstrate your best work in qualitative market research. Describe the challenges you faced, your approach to solving them, and the outcomes. Outline your contributions, the clients' contributions, an approximate budget (or budget range), project timeline and metrics used to judge success. Case studies may be submitted with the proposal or as links to existing online examples.

Award Process for this lot (3,000 total points available):

Exhibit H: this Exhibit (2,000 points)

Exhibit A: Proposer Mandatory Response (Terms and Conditions) (100 points)

Exhibit B: Cost Sheet (300 points)

Exhibit D: General Quality Response (600 points)

EXHIBIT I LOT 5 PRODUCTION OF CREATIVE CONTENT FOR CAMPUS UNITS (DIGITAL, PRINT, TELEVISION, AND RADIO) QUALITY RESPONSE (2,000 POINTS)

Please explain, in writing, how your firm meets all the requirements in Section 1.7.3 of the RFP. Your response must include, at a minimum:

General Exhibit I Response (limit 2 pages)

- **Company Experience:** Your firm's experience and capabilities in producing creative content.
- **Metrics:** Suggest metrics to assess the efficacy of the services sought to be delivered.

Case Studies (each case study is limited to 2,500 words or a 3-minute video)

- Provide **three case studies** that demonstrate your best work in creative content production. Describe the challenges you faced, your approach to solving them, and the outcomes. Outline your contributions, the clients' contributions, an approximate budget (or budget range), project timeline and metrics used to judge success. Case studies may be submitted with the proposal or as links to existing online examples.

Award Process for this lot (3,000 total points available):

Exhibit I: this Exhibit (2,000 points)

Exhibit A: Proposer Mandatory Response (Terms and Conditions) (100 points)

Exhibit B: Cost Sheet (300 points)

Exhibit D: General Quality Response (600 points)

EXHIBIT J LOT 6 STRATEGIC INSTITUTIONAL BRAND CAMPAIGN (BRAND IDENTITY AND VISIONING; BRAND STRATEGY; AND DEVELOPMENT OF CREATIVE CONTENT/ BRAND STORY) QUALITY RESPONSE (2,000 POINTS)

Please explain, in writing, how your firm meets all the requirements in Section 1.7.4 of the RFP. Your response must include, at a minimum:

General Exhibit J Response (limit 3 pages)

- **Company Experience:** Your firm's experience and capabilities in developing brand identity, brand strategy and brand story, along with creative content to go with the brand story.
- **Metrics:** Suggest metrics to assess the efficacy of the services sought to be delivered.

Case Studies (each case study is limited to 2,500 words or a 3-minute video)

- Provide **three case studies** that demonstrate your best work in developing brand identity, strategy and story. Describe the challenges you faced, your approach to solving them, and the outcomes. Outline your contributions, the clients' contributions, an approximate budget (or budget range), project timeline and metrics used to judge success. Case studies may be submitted with the proposal or as links to existing online examples.

Award Process for this lot (3,000 total points available):

Exhibit J: this Exhibit (2,000 points)

Exhibit A: Proposer Mandatory Response (Terms and Conditions) (100 points)

Exhibit B: Cost Sheet (300 points)

Exhibit D: General Quality Response (600 points)