

RESOLUTION NO. 2018-03

A RESOLUTION AUTHORIZING THE EXECUTION BY THE CHAIRMAN OF THE DISTRICT OF AN AGREEMENT BETWEEN THE DISTRICT AND THE CONSULTING FIRM OF TRIBUNE PUBLISHING, FOR CONSULTING SERVICES FOR THE DOWNTOWN COMMUNITY IMPROVEMENT DISTRICT 2018FY MEDIA PLAN

WHEREAS, the Downtown Community Improvement District (the "District"), which was formed on February 7, 2011, by Ordinance No. 20866 (the "Ordinance") of the City Council of the City of Columbia, Missouri, is a political subdivision of the State of Missouri and is transacting business and exercising powers granted pursuant to the Community Improvement District Act, Sections 67.1401 through 67.1571, RSMo., as amended ("the Act"); and

WHEREAS, 67.1461.1 of the Act grants the board of directors (the "Board of Directors") of the District the authority to possess and exercise all of the District's legislative and executive powers; and

WHEREAS, Tribune Publishing ("TRIBUNE PUBLISHING") submitted the proposal/agreement to consult for the 2018FY Media Plan attached hereto as Exhibit A; and

WHEREAS, the Board of Directors determined that Tribune Publishing has best satisfied the criteria for selection of services under the District's competitive bidding policies and as set forth in the request for qualifications produced by the District with respect to the Tribune Publishing Agreement, including that Tribune Publishing has the specialized experience and technical competence with respect to the consulting services sought, the capacity and capability to perform the services in the time required, a history and record of past performance that is acceptable, and familiarity with governmental entities such as a community improvement district; and

WHEREAS, the Board of Directors desires to engage Tribune Publishing to perform the consulting services for the District as described in the Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE DOWNTOWN COMMUNITY IMPROVEMENT DISTRICT AS FOLLOWS:

1. The Board of Directors hereby approves the Tribune Publishing Agreement and the Chairman of the District is authorized to execute, and the Secretary is authorized to attest on behalf of the District, an agreement in substantially the form as the Tribune Publishing Agreement attached hereto as Exhibit A.

2. This resolution shall be in full force and effect from and after its passage by the Board of Directors.

Passed this 8th day of August, 2017.

_____, Chairman of the Board of
Directors

(SEAL)

Attest:

_____, Secretary of the Board of Directors

**EXHIBIT A
TO RESOLUTION NO. 2018-03**

Tribune Publishing Agreement

Request for Proposal Professional Services

Media Buying Service
The Downtown Community
Improvement District

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July 22, 2016

To the CID Marketing Committee

We are excited by the opportunity to help Downtown Community Improvement District leaders plan and execute an effective marketing strategy. Thank you for allowing Tribune Publishing and Tribune Targeted, a division of our company, to submit this proposal. In the proposal, we will identify our company as Tribune Publishing with an understanding that our Tribune Targeted division will share in the fulfillment of the requirements of the RFP.

The Tribune Targeted division was created specifically to work with small and mid-sized companies and organizations. We recognized through ongoing client relationships that many of them needed services beyond those traditionally offered by newspapers but which are services we know how to deliver.

We reorganized to align our capabilities with the needs of clients such as the CID, where every marketing dollar matters. Our overall organization is large but our agency operation is streamlined to work collaboratively and efficiently. Partnering with Tribune Publishing through Tribune Targeted helps clients spend more on advertising and marketing and less on agency fees.

In addition, Tribune Targeted will watchdog your expenditures like a doting relative. We shop media options hard to secure optimum value, we verify to ensure the solutions we recommend are practical, proven and match the client's needs. Then we circle back to make sure the bill reflects reality and your expectations. Basically, we do for you what we would want from the agency of our dreams.

Our team members are creative, responsive and committed to the wellbeing of our clients. (We don't want to flirt . . . we want a long-term relationship built on respect and results.)

We certainly believe in The District and its businesses, having been part of The District family for 115 years. We look forward to bringing our historic allegiance and marketing skills together to serve your interests during the next year.

Les Borgmeyer
Vice President of Sales

Itemized pricing for each element of scope of work.

Tribune Publishing through Tribune Targeted will provide the required scope of services for one year for a total of \$4800, to be paid in installments of \$400 per month for 12 months.

Brief description of the firm, its history and its background in the media field.

Founded in 1901, Tribune Publishing Company introduced Columbia's first daily newspaper. Today, Tribune Publishing is a multi-media organization that includes a marketing agency (our Tribune Targeted division), which will manage the CID's marketing needs.

Tribune Targeted is integrated into the overall corporate structure, giving it access to all resources, including an experienced and knowledgeable senior management team, company services and data. Our team members have deep and diverse backgrounds in marketing, promotions, media buying, campaign planning and due diligence.

Our mission is to transparently and affordably assist clients in defining their strategic plans and in helping them successfully reach their marketing objectives – on time and on budget.

Tribune Targeted takes an equal-opportunity approach to media buying. We help you define the targeted audience(s) and make multi-media buying decisions specifically to reach those audiences and fulfill strategic objectives.

Bidder's Federal Employee Identification Number

43-0556315

Qualifications of the firm.

The District can benefit from the following qualifications of our company:

Knowledge of the marketplace: From traditional media to digital options, Tribune Publishing knows the strengths and weaknesses of and differences between not just media types in general but also the specific media companies within the market.

Customer service: Our team works with clients of all sizes, from small start-up entities to some of the largest corporations in the nation. Satisfying their vastly different needs has made us nimble, flexible, thorough, creative and detail-oriented.

Institutional knowledge: Tribune Publishing benefits from the Columbia Daily Tribune's long relationship with The District because it has access to corporate resources, including archived data and institutional knowledge of The District's past marketing initiatives.

"Back office" support: Our resources include a business department that prides itself on accurate billing, customized reporting and documentation.

Excellent communication: After more than 100 years of practice, our corporation knows that clear, accurate communication is essential. We work hard to ensure expectations are clearly understood and met.

Integrity: The Tribune Publishing Company has a corporate culture of honesty and reliability – internally and externally.

Services: We offer a diverse and extensive menu of services, which are included elsewhere in this proposal.

List of all sub consultants (if any) and their background and contact information.

Tribune Publishing does not anticipate using sub consultants. If a need should develop, we will provide all required information and receive approval before out-sourcing services.

List of key personnel for the project, including relevant experience of each. Include organizational chart indicating the level of responsibility of all personnel, including resumes of supervisors and a proposed staffing schedule with a percentage of time devoted to each aspect of service.

The following people will be members of Tribune Publishing’s team for The District. Executives Vicki Russell and Les Borgmeyer will provide ongoing oversight and consultation. Les will be present for the initial marketing strategy meetings with The District. Michelle Rothwell will serve as marketing executive and be the point of contact. Daniel Stroesser will serve in a support role and scheduling role. Other company members will serve as resources as needed. Any schedule and percentages of time devoted to tasks can be more clearly defined once we have met with The District’s representatives to clarify expectations.

Vicki Russell, Publisher, Tribune Publishing Company

- More than 40 years of corporate management
- More than 40 years of experience in advertising and marketing, including considerable work with and for not-for-profits, event organizers and public entities
- Direct management of countless projects, including the creation of various corporate enterprises and community activities
- Member of the board of directors of numerous organizations, including not-for-profits and private companies
- Chairperson or past chairperson of numerous boards of directors, including the Columbia Chamber of Commerce, REDI, Missouri Press Association, Missouri Press Foundation, Boone County Historical Society Endowment Trust, Arrow Rock Lyceum Theatre, Stephens College Board of Trustees

Additional information – Bachelor of Journalism (plus considerable graduate-level coursework) with an emphasis in advertising and marketing from the University of Missouri School of Journalism, taught college-level journalism courses, public speaker

Les Borgmeyer, Vice-President of Sales, Tribune Publishing Company

- 36 years of experience in marketing and sales, including retail, governmental agencies, educational institutions, commercial printing, advertising sales, work with advertising agencies and experience with not-for-profit organizations.

- Les manages the media buying services division, Tribune Targeted, and commercial print sales division for Tribune Publishing Company. He also manages the print and digital advertising departments for the Columbia Daily Tribune.
- Les is the current president for the Missouri Ad Managers Association and serves on the Advertising, Marketing and Communications Committee for the Missouri Press Association.
- While working at the Tribune, Les teaches an MBA entrepreneurship class for the University of Missouri, evening MBA and undergraduate courses at Columbia College in marketing and management, and has taught marketing for William Woods University's undergraduate, online and MBA programs. He was previously an assistant professor for two semesters with the Business School at the University of Missouri, teaching marketing.
- Les was the State Sales Manager for the Missouri Lottery where he was involved with new product development, promotional and advertising strategies statewide as well as evaluation of advertising agency effectiveness.

Additional information – Les earned his Bachelor of Science in Business Administration from the University of Missouri and an MBA from William Woods University. He participates in the community by serving on the Board for the Columbia Public Schools Foundation, is a Division Chair for the Leadership Circle of the United Way annual campaign, is an Ambassador for the Columbia Chamber of Commerce and serves on the Finance Committee for the Mizzou Alumni Association.

Michelle Rothwell, Marketing Executive, Tribune Targeted/Tribune Publishing Company

- 20 years of experience in marketing sales and management.
- Extensive experience in branding companies through advertising and implementing marketing campaigns.
- Able to develop effective business relationships with retail, institutional and consumer organizations.
- Graduate of William Woods University (Fulton, Missouri) with a Bachelor of Science degree in Business.
- Local activities include assisting The Caring People, a local charitable organization for single mothers.

Additional staffing will be engaged as needed from the company's pool of 185+ employees and senior executives, including:

- Daniel Stroesser – Account executive, digital emphasis. Provides fulfillment activities for Tribune Targeted and Columbia Daily Tribune divisions of Tribune Publishing Company.
- Lisa Wells – Field Sales Development Manager and Tribune account manager for The District.
- Deborah Marshall – Sales Project Manager and former daily newspaper publisher.
- Linda Hays – Marketing Manager for Columbia Daily Tribune.
- Creative marketers, graphic designers, billing and administrative personnel.

List of similar work performed for municipalities or agencies, including a description of the work, cost of the project, and a list of references with phone numbers.

The following list is intended to show Tribune Publishing's diversity of experience in working on marketing projects with clients of various sizes and types:

Home Builders Association Parade of Homes Committee

Tori Messenger, Chair of Parade of Homes Committee and HBA Board Member
Columbia, Missouri
Office: 573-817-8815 or cell: 913-558-0090

MAGAZINE AND MEDIA PLAN FOR SPRING PARADE OF HOMES

The Tribune Publishing provided the visibility and awareness for promoting this annual event. Through the Tribune, the HBA printed and distributed the 2016 Spring Parade of Homes magazine and enjoyed a significant promotional plan to help make the event a success.

Tribune Publishing provided the following support elements:

- 5-(3x10.5") full color ads
- Flip book on columbiatribune.com
- 15-days classified ad (print & online)
- One E-blast
- 100,000 online impressions Targeted on columbiatribune.com
- Open house directory listing of builder homes in the Tribune Open House Directory
- Rack card to promote event
- Google landing page
- Full-page, full-color builder preview
- 1 to 2 pages in Homes.columbiatribune.com the day of event
- Spotlight on HBA on the front Homes.columbiatribune.com
- Layout and printing of publication

PARTNERSHIP WITH TRIBUNE ALLOWED INSERTION INTO THE TRIBUNE NEWSPAPER

- Insertion into Columbia Daily Tribune newspaper
- Circulation to approximately 17,000 individuals/ over 34,000 readers
 - Includes over 1,000 copies provided to place as HBA determines

Total value \$28,816

Additional media was purchased through Tribune Targeted (Named Cobalt Marketing Group at the time of this project.)

Management of Radio Buy, Negotiation and Production – Approximate buy of \$3,500 concentrated in the two weeks prior to the 2016 Spring Home Show

- Gave HBA favorable Radio Buy including all Contract Negotiations
- Creation of Scripts and Supervision of all advertising through Radio Vendor(s)

Creation of Google AdWords and Retargeting Campaign – Ad buy of \$750

- Creation and Supervision of a Google AdWords and Retargeting Display Campaigns to help drive consumers to the HBA website and drive attendance to the two events.
- Small buy on Facebook with the outcome of growing our audience and building followers.
- This buy was concentrated in the two weeks prior to the show.

Updated Social Media and Website

- Updates three to five times per week on the HBA Social Media Pages (Cobalt Marketing Group must be made an Administrator for all social media pages before updates can be performed)

Numerous campaigns for various committees created to help pass ballot measures for the City of Columbia and Columbia Public Schools, including the following (along with several others):

- Foundation for Columbia's Future
- YES = Reliable Electricity
- Yes for Better Columbia Water and Sewers
- VOTE YES for Parks
- Columbia on the Move
- Yes for Public Safety
- Committee for Continued Excellence in Columbia Public Schools
- VOTE YES for our schools: Invest in our community

Scope of work included developing the strategic plan for marketing; determining and verifying all media buys; creating all messaging for signage, print, broadcast and digital media; oversight of all graphic design and logos. All but two of the ballot measures were approved by voters, typically by a large margin.

Individual campaign budgets have ranged from about \$10,000 to more than \$45,000. Account manager for each campaign was Vicki Russell.

References:

Mike Matthes, Columbia City Manager, 874-7214, cmo@GoColumbiaMo.com

Peter Stiepleman, Superintendent of Columbia Public Schools, PStiepleman@cpsk12.org

Michelle Baumstark, Director of Community Relations, 214-3960, mbaumstark@cpsk12.org

Management and marketing of many events

Events of various sizes, from activities of limited duration (one day, for example) to highly complex, multiple-day events, such as the uniquely successful Missouri Balloon Corporation's hosting of the U.S. National Hot Air Balloon Championships in Columbia. This contract lasted 3 years and each annual event was 10 days. The Championships required intense regional and local marketing on a limited budget and as much national marketing as could be gained at no cost. Successes included high profile recognition of Columbia locally, regionally and nationally. The Missouri Balloon Corporation was the only hosting entity in the nation to finish a 3-year contract for the nationals with a profit, enabling it to repay a start-up loan of \$30,000 to the City of Columbia and to make charitable donations to other not-for-profits. The marketing budget each year was valued in excess of \$500,000. Achieving our goals required both paid promotion campaigns and forming partnerships with several media outlets around Missouri to get services at no or little cost.

Reference: Ann Ellis, Group Manager, Sinclair Broadcast Group, ahellis@chestv.com

Provide a methodology for tracking and reporting all data of media purchased. Indicate type of technology or proposed system and describe the capabilities, and indicate if the system is proprietary.

All print and broadcast media invoices will be audited by Tribune staff to verify pricing, creative, placement and scheduling of each ad. Analytics for all digital ad flights will be monitored regularly to ensure proper targeting and progress. Reports will be made to The District on a quarterly basis.

Provide a description of how performance of all services will be measured and the reporting methods that will be used.

Performance of media purchased is based on the goals and outcomes that are mutually determined by our clients and our firm. When a campaign is created based on the goals of The District, our results will be measured by metrics that best fit the campaign. These could include visitors to a landing page/website, increase in reach on social media outlets, reach and frequency numbers for traditional media, conversion rates of online advertising, increase in email subscribers and so on. If The District prefers a unique metric or measurements that would require conducting new audience surveys, we will assist in developing a plan and sourcing an appropriate provider. These approaches will result in additional costs not covered in this RFP.

Description of the team's approach to the work.

We have described the team's approach to the work in our response to #14, the Implementation Timeline.

Benefits of selecting the media buying firm.

With Tribune Publishing you will get the expertise of experienced professionals from across our company. We welcome the opportunity for you to use our combined skills, which include:

- Commitment to the needs of our clients
- Knowledge of The District and the marketplace
- Extensive expertise in successful marketing and advertising programs for organizations of all types and sizes
- Trend- and technology-savvy
- Knowledge of media buying with a commitment to negotiate appropriate rate plans
- Excellent record of delivery of complex services accurately and on time
- Excellent records management with accurate reporting and billing
- Commitment to our clients

Tribune Publishing offers the following services:

- Strategic planning
- Media analysis, rate negotiations and verification:
 - Legacy media
 - Digital media
 - Mobile marketing
 - Brand development and management

- Website development, maintenance, optimization
- Graphic design and production for print, broadcast and digital materials
- Other
 - Point-of-sale
 - Marketing Collateral
 - Direct Mail Marketing
- In cooperation with The District, Tribune Publishing will provide periodic emails or surveys to CID members as an outreach to determine effectiveness of campaigns and promotions. There is no additional cost for this benefit. Responses will be included in the reports and meetings with The District.

A copy of bidder’s certificate of corporate good standing or fictitious name registration from the Missouri Secretary of State or other evidence acceptable to The District.

A copy of the document is included at end of proposal.

A statement that the bidder is current on payment of its federal and state income tax withholdings and unemployment insurance payments.

Tax and unemployment insurance payments for Tribune Publishing Company and all divisions are current.

Implementation Timeline, showing sequence of steps from award notification to launch.

With approval of The District representatives, the implementation would look like this:

FIRST 30 DAYS

- Meeting with CID representatives to identify existing objectives, additional needs and gaps plus budget, audiences and timeline. Tribune Publishing will confirm key points of the meeting in writing to CID representatives.
- Tribune Publishing will draft an outline of a 12-month strategic plan to review and amend with representatives of The District.

30 – 45 DAYS

- Tribune Publishing will create a timeline along with a forecast of a 12-month marketing plan and a detailed 90-day plan.
- Timing of the launch will depend on The District’s needs.
- Tribune Publishing will meet as needed with The District after each monthly billing cycle to review and amend reports as needed.

ONGOING

- Media buys will be purchased based on objectives and budgets. Tribune Publishing will negotiate with media to assure The District receives the most favorable rates available, which will undoubtedly stretch the CID’s buying power.
- After approval of each 90-day plan, Tribune Publishing will work on the next quarter’s marketing plan and will meet with The District’s representatives as needed to assess past and future efforts.

- Tribune Publishing will serve as the repository for proposals from various media and marketing companies. Proposals that match the expressed needs of the strategic plan will be considered along with other appropriate options.
- Tribune Publishing's reports and statements will be provided accurately and monthly.

Jason Kander Secretary of State
2015-2016 BIENNIAL REGISTRATION REPORT
BUSINESS

00051256
Date Filed: 4/21/2015
Jason Kander
Missouri Secretary of State

I ELECT TO FILE A BIENNIAL REGISTRATION REPORT

* SECTION 1, 3 & 4 ARE REQUIRED

REPORT DUE BY: 4/30/2015

00051256
TRIBUNE PUBLISHING COMPANY
ANDREW WATERS
101 N FOURTH ST.
COLUMBIA MO 65201

RENEWAL MONTH:
JANUARY

I OPT TO CHANGE THE CORPORATION'S RENEWAL MONTH TO FOR A \$25.00 FEE

1 PRINCIPAL PLACE OF BUSINESS OR CORPORATE HEADQUARTERS: *

101 NORTH FOURTH ST. (Required)

STREET
COLUMBIA MO 65201
CITY / STATE ZIP

2 If changing the registered agent and/or registered office address, please check the appropriate box(es) and fill in the necessary information.

The new registered agent

IF CHANGING THE REGISTERED AGENT, AN ORIGINAL WRITTEN CONSENT FROM THE NEW REGISTERED AGENT MUST BE ATTACHED AND FILED WITH THIS REGISTRATION REPORT.

The new registered office address

Must be a Missouri address, PO Box alone is not acceptable. This section is not applicable for Banks, Trusts and Foreign Insurance.

3 OFFICERS		BOARD OF DIRECTORS *	
NAME AND PHYSICAL ADDRESS (P.O. BOX ALONE NOT ACCEPTABLE). MUST LIST PRESIDENT AND SECRETARY BELOW		NAME AND PHYSICAL ADDRESS (P.O. BOX ALONE NOT ACCEPTABLE). MUST LIST AT LEAST ONE DIRECTOR BELOW	
<u>PRESIDENT</u>	<u>Waters, Andrew</u>	<u>NAME</u>	<u>Waters, Andrew</u>
STREET	<u>101 N Fourth St</u>	STREET	<u>101 N Fourth St</u>
CITY/STATE/ZIP	<u>Columbia MO 65201</u>	CITY/STATE/ZIP	<u>Columbia MO 65201</u>
<u>SECRETARY</u>	<u>Russell, Vicki</u>	<u>NAME</u>	<u>Reifert, Elizabeth</u>
STREET	<u>101 N Fourth St</u>	STREET	<u>1791 River Bluff View</u>
CITY/STATE/ZIP	<u>Columbia MO 65201</u>	CITY/STATE/ZIP	<u>Duluth GA 30097</u>
STREET		<u>NAME</u>	
CITY/STATE/ZIP		STREET	
STREET		CITY/STATE/ZIP	
CITY/STATE/ZIP		<u>NAME</u>	
		STREET	
		CITY/STATE/ZIP	

NAMES AND ADDRESSES OF ALL OTHER OFFICERS AND DIRECTORS ARE ATTACHED

4 The undersigned understands that false statements made in this report are punishable for the crime of making a false declaration under Section 576.060 RSMo. Photocopy or stamped signature not acceptable. *

Authorized party or officer sign here Brent Ferrell (Required)

Please print name and title of signer: Brent Ferrell / Other
NAME TITLE

REGISTRATION REPORT FEE IS:

___ \$40.00 If filed on or before 4/30/2015
___ \$55.00 If filed on or before 5/31/2015
___ \$70.00 If filed on or before 6/30/2015
___ \$85.00 If filed on or before 7/31/2015
ADD AN ADDITIONAL \$25.00 FEE IF CHANGING THE RENEWAL MONTH.

WHEN THIS FORM IS ACCEPTED BY THE SECRETARY OF STATE, BY LAW IT WILL BECOME A PUBLIC DOCUMENT AND ALL INFORMATION PROVIDED IS SUBJECT TO PUBLIC DISCLOSURE

E-MAIL ADDRESS (OPTIONAL): controller@tribunepublishing.com

Tribune Publishing Company

August 9, 2016

This Letter of Engagement (LOE) memorializes the conversations concerning a business relationship between Tribune Publishing Company (TPC) and *The District* (CLIENT). TPC will manage media buying services for *The District* as outlined below and in the attached RFP request and response. TPC assumes no liability directly or indirectly by its participation in the manner outlined. Services will commence on approximately October 1, 2016 for a period of twelve (12) months, with the option to extend for an additional two years, with a 30-day written cancellation notice any time within the contract.

Tribune Publishing Company agrees to:

- Provide to *The District* services outlined in the attached Request for Professional Services submitted to The District and dated July 22, 2016 at the stated prices.
- Notify *The District* in advance of costs for any additional services *The District* may require.
- Provide to *The District* estimates for costs from any third-party vendor (custom art or specialty products, for example) and will not purchase said products/services without approval from *The District*.

CLIENT agrees to:

- Pay invoices in a timely manner (within ten business days of receipt).
- Promptly provide necessary information and materials, such as photographs, data or corrected proofs, as requested by Tribune Publishing Company to achieve uninterrupted workflow.

A 30-day written notice is required to break this Letter of Engagement and *The District* acknowledges this fact and commits to abiding by this LOE with signature below.

Your primary contacts for this matter will be Michelle Rothwell and Les Borgmeyer. If you have any questions about any of the details of this letter, please contact Michelle directly at 573-815-1900 or mrothwell@tribunetargeted.com. Les is available directly at 573-815-1808 or lborgmeyer@columbiatribune.com.

As authorized agents of our respective businesses, we hereby agree to the terms and conditions of this Letter of Engagement plus current and future addendums.

(CLIENT business name)

Tribune Publishing Company



(Authorized Agent signature)



(Authorized Agent signature)

MICHAEL S. WAGNER
(Printed name of Authorized Agent)

Les Borgmeyer
(Printed name of Authorized Agent)

(Date)

8/9/16
(Date)



REQUEST FOR PROPOSAL – PROFESSIONAL SERVICES

Media Buying Service – The Downtown Community Improvement District
Columbia, MO

Proposals are due by Noon on Friday, June 22, 2016.

The Downtown Community Improvement District (CID) in the city of Columbia, Missouri, is seeking proposals for a media buying service for The District. The Downtown CID is an independent organization dedicated to keeping Columbia's downtown – The District – vital.

The District is a live/work/play neighborhood that fosters the creative, the eclectic, and the local. It is a constantly adapting community of people, with tradition blending harmoniously with high tech and the latest trends in fashion, food and the arts.

The District encompasses 50 square blocks, more than 300 individual properties, 1200 residences and over 600 businesses, non-profits and government entities. Bounded by 3 Universities and Colleges and City Government buildings, the area offers both a strong day and night economy.

Our goal is to secure a professional media buying partner to strategically plan, execute and track results for media promoting the downtown area.

It is the policy of The District to negotiate contracts for professional services on the basis of demonstrated competence and qualifications for the professional services required and such services shall be at fair and reasonable prices.

Introduction

The Downtown CID announces the release of a Request for Proposal (“RFP”) for the provisions of media buying for downtown Columbia, Missouri. The personnel assigned to those varied functions must come from one vendor that specializes in providing media purchasing services to the public and private sector. The media purchase timeframe will commence on approximately October 1, 2016 for a period of twelve (12) months, with the option to extend for an additional two years, with a 30-day cancellation notice at any time within the contract.

The vendor must be committed to meet a standard of professionalism and excellence, and should be a forward-thinking organization with executives, managers and supervisors who can think strategically and beyond the boundaries of traditional media purchasing delivery.

Scope of Services

1. Create a strategic media plan for The District's 2017 Fiscal Year (additional years of 2018 and 2019, if contract extended)
2. Partner with The District team to communicate deadlines and place all media purchases, ensuring that design elements are correctly specified and received by the media outlet in a timely manner
3. Coordinate all invoices and billings for purchased media, submitting a compiled monthly bill to The District
4. Track results of all media purchasing

Budget

The District has an annual budget of \$62,500 for our media placement. Responses to this RFP should provide detailed billing rates for each recommended account representative, as well as any media markups. In addition, Vendor should provide detailed plan for required creative elements and sizing needed for purchased media.

Payments

In order to receive payment for Services, the Vendor will be required to submit a monthly invoice setting forth in detail, for the period for which payment is requested, the Service actually rendered during that period itemized by location and the amount of payment requested and due therefor. Invoices may not be submitted more than once a month. All invoices shall be subject to the CID's review, verification and approval, and all payments shall be conditioned upon the CID's sole determination that all Services have been performed satisfactorily and in accordance with the terms of the Contract.

Sales and Use Tax

The CID is exempt from state and local sales and use tax. SUCH TAXES SHALL NOT BE INCLUDED IN PROPOSALS or in invoices submitted under the Contract, and unless otherwise agreed in writing, vendor shall pay any and all taxes, excises, assessments or other charges of any kind levied by any governmental authority in connection with the Contract and any services provided thereunder including, but not limited to, any such governmental charge of any kind levied on the production, transportation, sale or lease of any equipment, supplies, materials or other property or services of any kind used or transferred in the performance of the services. Vendor and all members of the Vendor Team shall hold the CID harmless from the payment of any and all such taxes, contributions, penalties, excises, assessments or other governmental charges. The CID will provide the selected Vendor with appropriate sales and use tax exemption certificate evidencing the CID's tax-exempt status.

Contract Conditions

The acceptance of any proposal and selection of any Vendor shall be subject to, and contingent upon, the execution by the CID of a Contract. The contract shall contain, among other terms, certain provisions required by law and by policies of the CID including, without limitation, the following providing that the Vendor:

- i. Shall defend, indemnify and hold harmless the CID, including employees and directors, against any claims or damages relating to its acts and omissions;
- ii. Shall maintain financial and other records relating to the Contract, including, without limitation, records for a period of seven (7) years from the end of the Contract Term, and shall make such records available for inspection and audit;
- iii. Shall maintain insurance with insurers licensed or authorized to provide insurance and in good standing with the State of Missouri, such policies shall be in a form acceptable to, and include any conditions reasonably required by the CID, and naming the CID, employees and directors as additional insured's;
- iv. Shall be licenses to conduct business in the State of Missouri;
- v. Shall represent and warrant that neither it nor any of its directors, officers, members, or employees has any interest, nor shall they acquire any interest, directly or indirectly, which would conflict in any manner or degree with the performance of the Services as set forth in the Contract. Further, the Vendor must agree that it shall employ no person having such a conflict of interest in the performance of the Services; and
- vi. Shall agree to Boone County, Missouri as the venue in any legal action or proceeding between the Vendor and the CID.

State Sunshine Law

All Submissions submitted to the CID in response to this request may be disclosed in accordance with the standards specified in the Sunshine Law. The CID is a "public governmental body" pursuant to said Sunshine Law, therefore, all proposals may be disclosed.

Costs

The CID shall not be liable for any cost incurred by the respondent in the preparation of its Submission or for any work or services performed by the respondent prior to the execution and delivery of the Contract. The CID is not obligated to pay any costs, expenses, damages or losses incurred by any respondent at any time unless the CID has expressly agreed to do so in writing.

CID Rights

This is a "Request for Proposals" and not a "Request for Bids". The CID shall be the sole judge of whether a proposal conforms to the requirements of this RFP and of the merits and acceptability of the individual proposals. Notwithstanding anything to the contract contained herein, the CID reserves the right to take any of the following actions in connection with this RFP: amend, modify or withdraw this RFP; waive any requirements of this RFP; require supplemental statements and information from any respondents to this RFP; award a contract to as many or as few or none of the respondents as the CID may select; to award a contract to entities who have not responded to this RFP; accept or reject any or all proposals received in response to this RFP; extend the deadline for submission of proposals; negotiate or hold discussions with one or more of the respondents; permit the correction of deficient proposals that do not completely conform with the RFP; waive any conditions or modify any provisions of this RFP with respect to one or more respondents; reject any or all proposals and cancel this

RFP; in whole or in part, for any reason or no reason, in the CID's sole discretion. The CID may exercise these rights at any time, without notice to any respondents or other parties and without liability to any respondent or other parties for their costs, expenses or other obligations incurred in the preparation of this proposal or otherwise. All proposals become the property of the CID.

Applicable Law

This RFP and any Contract, Subcontract or any other agreement resulting henceforth shall be governed by the Laws of Missouri, and are subject to all applicable laws, rules, regulations and executive orders, policies, procedures and ordinances of all Federal, State and City authorities, as the same may be amended from time to time, including, without limitation, equal employment opportunity laws.

Brokerage Fees or Commissions

The CID shall not be obligated to pay any fee, cost or expense for brokerage commissions or finder's fees with respect to the execution of this Contract. The Respondent agrees to pay the commission or other compensation due any broker or finder in connection with the Contract, and to indemnify and hold harmless the CID from any obligation, liability, cost and/or expense incurred by the CID as a result of any claim for commission or compensation brought by any broker or find in connection with this Contract.

Additional Work

During the Contract, the CID, at its sole discretion, may choose to work with the selected Vendor and/or hire its services for projects other than the Scope of Services or projects that exceed the Scope of Services. The CID's decision to do so may be based on the firm's relevant experience and its successful performance under the contract.

Questions

Respondents may submit questions and/or request clarifications from the CID by submitting them in writing to the contact person at the contact person's email address listed below.

Disclaimer

The CID, and its respective officers, directors, members and employees make no representation or warranty and assume no responsibility for the accuracy of the information set forth in this RFP. Further, the CID does not warrant or make any representation as to the quality, content, accuracy or completeness of the information, text, graphics or any other facet of this RFP, and hereby disclaim any liability for any technical errors or difficulties of any nature that may arise in connect with any website on which this RFP has been posted, or in connection with any other electronic medium utilized by the respondents or potential respondents in connection with or otherwise related to this RFP.

Letter of Interest & Qualifications

A Sealed Bid including fifteen (15) copies of the letter of interest and qualifications should be delivered to:

Katie Essing, Executive Director
The District
11 S. Tenth St.
Columbia, MO 65201
Via Email: Kessing@discoverthedistrict.com

Proposals are due by Noon on Friday, June 22, 2016

Information submitted shall include the following:

1. Itemized pricing for each element of scope of services
2. Brief description of the firm, its history, and its background in the media field
3. Bidder's Federal Employee Identification Number
4. Qualifications of the firm
5. List of all sub consultants (if any) and their background and contact information
6. List of key personnel for the project, including relevant experience of each. Include organizational chart indicating the level of responsibility of all personnel, including resumes of supervisors and a proposed staffing schedule with a percentage of time devoted to each aspect of service
7. List of similar work performed for municipalities or agencies, including a description of the work, cost of the project, and a list of references with phone numbers
8. Provide a methodology for tracking and reporting all data of media purchased. Indicate type of technology or proposed system and describe the capabilities, and indicate if the system is proprietary.
9. Provide a description of how performance of all services will be measured and the reporting methods that will be used.
10. Description of the team's approach to the work
11. Benefits of selecting the media buying firm
12. A copy of bidder's certificate of corporate good standing or fictitious name registration from the Missouri Secretary of State or other evidence acceptable to The District.

13. A statement that the bidder is current on payment of its: (i) Federal income tax withholdings; and (ii) State income tax withholding and unemployment insurance payments, either in Missouri for companies doing business in Missouri, or in the state in which the bidder has its principal office.
14. Implementation Timeline, showing sequence of steps from award notification to launch.

Selection Process

Proposals will be screened by a committee for adequacy of content, technical competency and experience.

Criteria for the selection shall be as follows:

1. Proposal content
2. Background and similar experience
3. Capacity and capability of professional firm to perform the work required, including specialized services
4. Experience of key people, including project specific experience for each person
5. Satisfactory references
6. Demonstrated success in media purchasing services
7. Past record of performance for professional firm with respect to such factors as control of costs, quality of work and ability to meet deadlines.
8. Sensitivity to context of Columbia, Missouri

Contact Information for Questions:

Katie Essing, Executive Director

kessing@discoverthedistrict.com

573-442-6816

Downtown CID (The District) Map:

