

**IOWA STATE UNIVERSITY
REQUEST FOR PROPOSAL No. 63209**

FOR

**A CONSULTANT TO ASSIST WITH
SEARCH ENGINE OPTIMIZATION AND WEBSITE ANALYSIS**

FOR

UNIVERSITY BOOK STORE

**Purchasing Department
3616 Administrative Services Building
Ames, IA 50011-3616**

September 29, 2015

****Proposals Due October 12, 2015 by 3:00 PM CDT****

RFP No. 63209

SECTION I

PROPOSAL INSTRUCTIONS AND CONDITIONS

1. Introduction

A. Iowa State University (ISU) is interested in working with a consultant (also referred to as “Company” or “Companies” herein) to assist with Search Engine Optimization and Website Analysis for the University Book Store (UBS). The specifications are listed in Section II.

B. University Representatives Questions and comments with reference to this proposal may be directed to:

Stacy Sassman
Interim Associate Director of Purchasing
Iowa State University
3616 Administrative Services Building
Ames, Iowa 50011-3616
(515) 294-9390
ssassman@iastate.edu

2. Company Responsibility Each Company, by submitting a proposal, acknowledges its representative has:

- A. Read and completely understood the proposed requirements, specifications, and terms and conditions.
- B. Based the proposal upon the materials described (where provided in the proposal documents).
- C. Had an authorized representative of the Company sign the bid.

Failure of the selected company to fulfill the provisions of this section shall in no way relieve the obligation of the company to furnish all services necessary to carry out the provisions of the contract if awarded, nor shall such failure constitute grounds for extra compensation over the stated price in the accepted proposal.

3. Receipt and Opening of Proposals

A. Submitted proposals are to be labeled "**RFP 63209: Search Engine Optimization**". Proposals must be received in the ISU Purchasing Department, 3616 Administrative Services Building, Ames, Iowa 50011-3616 by 3:00 P.M. CDT on October 12, 2015. Any proposal received after the time specified for the receipt of proposals may not be considered and may be returned unopened.

The proposal may be submitted by mail, fax (515-294-9606), or email (quotedsk@iastate.edu). If the proposal is emailed, please send the bid in one PDF file. If a copy is mailed or faxed, an electronic copy on CD or thumb drive must be included or emailed.

Proposals, which are delivered personally, are to be brought to the Purchasing Department front desk located at the south entrance of the 1st Floor Administrative Services Building (ASB). The ASB building is located at the southwest corner of the intersection of Stange Road and 13th Street.

- B. ISU reserves the right to accept or reject any or all proposals and to waive any irregularities or informalities in price proposals if such waiver does not substantially change the offer or provide a competitive advantage to any Company.
- C. The laws of the State of Iowa require that at the conclusion of the selection process, the contents of all proposals will be placed in the public domain and be open to inspection by interested parties. Trade secrets or proprietary information that are recognized as such and are protected by law may be withheld if clearly identified as such in the proposal. Companies may not declare their entire response proprietary as pricing and financial arrangements are not considered proprietary.

Failure to list all proprietary sections of the submitted proposal in the space provided on the Form of Proposal, Attachment A, shall relieve ISU personnel from any responsibility, should such information be viewed by the public, a competitor, or be in any way accidentally released.

- D. All opened proposals become the property of ISU and will not be returned to the Company.
- E. Proposals may be withdrawn any time prior to scheduled closing time for receipt of proposals; no proposal may be modified or withdrawn for a period of sixty (60) calendar days thereafter.
- F. All erasures or corrections shall be initialed by the person(s) signing the proposal.
- G. Company shall examine the RFP Documents carefully and make written request to the Purchasing representative listed in Section 1 Paragraph B for interpretation or correction of any ambiguity, inconsistency or error, which may be discovered.
- H. This Request for Proposal does not commit ISU to make an award, nor will ISU pay any costs incurred in the preparation and submission of proposals, or costs incurred in making necessary studies for the preparation of proposals.

- 4. Addenda Any and all interpretations, corrections, revisions, and amendments shall be issued by the ISU Purchasing Department to all holders of proposed Contract Documents in the form of written addenda. Except for addenda modifying the proposal due date or canceling the Request for Proposal, such addenda shall be issued so as to be received at least three (3) days prior to the time set for receipt of proposals. All addenda so issued shall become part of the Contract Documents and shall be acknowledged in the Form of Proposal.

5. Qualification of Company

- A. ISU shall make such investigations as deemed necessary to determine the ability of the Company to provide the expected goods/services.
- B. ISU reserves the right to reject any proposal if the evidence submitted by, or investigation of, such Company fails to satisfy ISU that said Company is properly qualified to carry out the obligations specified herein.

6. Exceptions Companies wishing to take exception to any terms and conditions of this RFP should do so on Attachment B of this RFP. Exceptions must be taken point-by-point. Taking blanket exception to the terms and conditions may cause ISU to consider a proposal as non-responsive and not eligible for award.
7. Vendor Registration Company must be registered in ISU Purchasing's vendor system to receive an award resulting from an RFP. Visit the vendor registration website (shown below) for instructions on the vendor registration process: <http://www.purchasing.iastate.edu/vendors/process.html>
8. Tie Bids The Purchasing Department will resolve bids that are equal in all respects and tied in price by drawing lots. Whenever practical, the drawing will be held in the presence of the Companies who are tied in price. If this is not feasible, the drawing will be made in front of at least three (3) persons and said drawing documented. Whenever a tie bid involves an Iowa firm and firm outside the State of Iowa, the Iowa firm will receive preference. Whenever a tie involves one or more Iowa firms and one or more firms outside the State of Iowa, the drawing will be held among the Iowa firms only. Tie bids involving Iowa produced or manufactured products and items produced or manufactured outside the State of Iowa will be resolved in favor of the Iowa product.
9. Errors in Bids In the event of a discrepancy between a unit price and its extension, the unit price will govern. Bids may be amended or withdrawn by the Company up to the bid opening date and time.
10. Modification or Withdrawal of Quotation
 - A. Prior to the date and time designated for receipt of proposals, proposals submitted early shall be withdrawn only by written notice to ISU. Such notice shall be received by ISU prior to the designated date and time for receipt of proposals.
 - B. Withdrawn proposals may be resubmitted up to the time designated for receipt of proposals provided that they are then fully in conformance with these Proposal Instructions and Conditions.
11. Gratuities The laws of the State of Iowa provide that it is a criminal offense to offer, promise, or give anything of value or benefit to a state employee with the intent to influence that employee's acts, opinion, judgment, or exercise of discretion with respect to that employee's duties.
12. Parties to the Contract Company must identify all parties who will be involved with performance of the contract. By submitting a proposal, the Company warrants that all parties to the contract have received a copy of this RFP and that the Company's response is acceptable to these parties.
13. Evaluation Evaluation of the proposals will be performed by a committee representing ISU administrators and staff and the ISU Purchasing Department. ISU reserves the right to award a contract based not only on cost, but on the criteria which best meets the University's requirements and goals. Proposals will be evaluated using the following criteria, which are listed below in no particular order:
 - A. Company stability and qualifications
 - B. Demonstrated history of customer support and customer satisfaction as evidenced by references
 - C. Breadth and depth of services offered
 - D. Experience with similar work for retail websites
 - E. Overall cost to ISU of all proposed services
 - J. Meeting the specifications/requirements of the RFP
 - K. Exceptions taken to this RFP

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SECTION II

SPECIFICATIONS

1. Introduction The Iowa State University Book Store (UBS) is interested in working with a consultant (also referred to as “Company” or “Companies” herein) to assist with Search Engine Optimization and Website Analysis with the goal of improving their website sales performance and increasing their website traffic in relevant areas.

For more information about the University Book Store, visit their website at:
<http://www.isubookstore.com/home.aspx>.

2. Specifications The Company should be able to:
 - A. Analyze the UBS website and provide feedback for improving the site and correcting any errors that would impact search engine rankings
 - B. Provide competitive analysis/benchmarking on a national view
 - C. Assist UBS in creating and managing keywords
 - D. Provide training on search engine optimization best practices with a focus on retail sales websites
 - E. Provide training and best practices for managing the content for the website as it relates to search engine rankings. *UBS is not interested in a new website provider or platform.*
 - F. Assist UBS in developing and maintaining Google AdSense
3. Term of the Agreement This agreement will begin upon award of contract, and continue for one year with an option to renew for two (2) additional one (1) year periods based on successful performance reviews, sufficient funds, and ISU’s continued need for the services. Renewal between terms shall be based on written mutual consent between parties.

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SECTION III

TERMS AND CONDITIONS OF THE CONTRACT

The following conditions will apply to any contract awarded as a result of this RFP:

1. Assignment The Agreement (including any future Amendments incorporated into the Agreement) may not be assigned, transferred, sold or subcontracted by Company without the prior written consent of ISU. Should selected Company be purchased (in whole or in part) by another organization or should Company wish to assign, transfer, or subcontract the Agreement to another Company, ISU shall have the right to terminate the Agreement upon 60 days written notification, without penalty to ISU.
2. Termination of the Contract
 - A. ISU may terminate the contract at any time that the company fails to carry out its provisions or to make substantial progress under the terms specified in this proposal solicitation and the resulting contract.
 - B. This contract may be terminated for convenience by ISU upon written notice to Company. Upon termination ISU shall pay Company amounts due for goods or services provided in compliance with the agreement, unless such goods or services are in dispute by either party. ISU shall have the right to stop work at any point and will not pay Company for any work completed or commitments made by Company without ISU's approval, after receiving notice of work stoppage.
 - C. Notwithstanding any other provisions of this contract, if funds anticipated for the continued fulfillment of this contract are at any time not forthcoming or insufficient, either through the failure of the Iowa Legislature or the Federal government to provide funds or the program under which funds were provided is altered, then ISU shall have the right to terminate this contract without penalty by giving not less than 60 days written notice documenting the lack of funding or program change.
 - D. All goods or services which are rejected for nonconformity with the terms and conditions of this agreement are rejected at Company's risk of loss and expense. Buyer reserves the right to terminate for non-conformity by giving oral or written notice to the Company. Such notice shall be effective upon actual receipt.
3. Remedies Upon Default If ISU reasonably determines in good faith that Company has materially breached any of its obligations under this Agreement, ISU shall have the right to request that Company submit to a plan of monitoring and reporting and/or it shall give Company a thirty (30) day period to cure the breach, providing written notice to Company describing the violation. If the breach is not cured within thirty (30) days after notice is sent, ISU may cancel the Agreement. If the nature of the breach is such that it cannot be cured, then ISU reserves the right to terminate this Agreement immediately. If after notice the Company continues to be in default, ISU may procure substitute services from another source and charge the difference between the contracted price and the market price to the defaulting Company.

4. Indemnification

- A. To the fullest extent permitted by law, the Company shall defend, indemnify and hold harmless the “State of Iowa”, the “Board of Regents, State of Iowa”, and “Iowa State University”, its agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from (A) the material non-performance, non-compliance or breach with the terms and obligations of this Agreement or (B) bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom caused in whole or in part by any negligent act or omission of the Company or Subcontractor, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity, which would otherwise exist as to any party or person.
- B. In any and all claims against the University, its agents, successors, and assigns, and the Board of Regents, State of Iowa, by any employee of the Company or its Subcontractors, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the Company's indemnification obligation shall not be limited in any way by any definition or boundary on the amount or type of damages, compensation or benefits payable by or for the Company or any Subcontractor under worker's compensation, disability benefits or other employee benefit acts.
- C. The Company agrees to jointly and severally indemnify and hold the State of Iowa, the Board of Regents, State of Iowa, and Iowa State University, its agents, successors and assigns, harmless from and against all liability, loss, damage or expense, including reasonable attorney's fees which the State may incur or sustain by reason of the failure of the selected Company to fully perform and comply with the terms and obligations of the Agreement.

5. Laws Terms and provisions of this contract shall be construed in accordance with the laws of the State of Iowa, and any and all litigation or actions commenced in connection with this contract shall be instituted in the appropriate courts in the State of Iowa.

6. Code of Fair Practice Company shall not discriminate against any employee or applicant for employment because of race, color, religion, sexual orientation, gender identification, marital status, national origin, sex, age, or physical or mental disability, or status as a US veteran. Company shall take affirmative action to ensure that applicants are employed and that the employees are treated during employment without regard to their race, creed, color, religion, national origin, sex, age, or physical or mental disability or status as a Vietnam-era/disabled veteran, except where it relates to a bona fide occupational qualification. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or terminations; rates of pay or other forms of compensation; and selection for training, including apprenticeship. If applicable to this agreement, Company shall comply with the provisions of Federal Executive Order 11246 as amended by Executive Order 11375. In the event of Company's non-compliance with this section 2.7 or with any of the aforesaid regulations, this contract may be canceled, terminated or suspended in whole or in part, without penalty to the Board of Regents, State of Iowa, the University, or the State of Iowa, and Company may be declared ineligible for further contracts with Board of Regents, State of Iowa, institutions.

7. Contract Changes None of the covenants, provisions, terms or conditions of this contract to be kept or performed by ISU or Company shall be in any manner modified, waived or abandoned, except by a written instrument duly signed by the parties and delivered to ISU and the Company.
8. Notices All notices pursuant to this Agreement will be in writing and delivered by email, hand delivery, registered mail or certified mail (postage prepaid) to the other party at the address and email appearing in this agreement. ISU and Company will promptly give written notice of any change in address or addressee. Notices will be deemed to be received within 24 hours for email and on the fifth (5th) business day for hand delivered mail.
9. Severability of the Contract In the event any one or more of the provisions contained in this contract shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this contract, but this contract shall be construed as if such invalid or unenforceable provision had never been contained. Further, in the event that any provision of this contract shall be held to be unenforceable by virtue of its scope, but may be made enforceable by a limitation thereof, such provision shall be deemed to be amended to the minimum extent necessary to render it enforceable under the laws of the jurisdiction in which enforcement is sought.
10. Commercial Advertising The Company agrees not to use the results of the RFP, the RFP process or this contract as a part of any commercial advertising without prior written approval of ISU.
11. Subcontractors
 - A. The Company is specifically advised that any person, firm or other party to whom it is proposed to award a subcontract under this proposal must be acceptable to the University.
 - B. The Company shall list all firms, persons or other parties, on the Form of Proposal, which will be awarded a subcontract or will perform any part of the contract, should the Company be selected to perform the contract.
 - C. All contracts performed for the Company by a subcontractor shall be pursuant to an appropriate contract between the Company and the subcontractor (and where appropriate between subcontractors and sub-subcontractors).
12. Force Majeure Neither party shall be held responsible for any losses resulting if the fulfillment of any terms or provision of this contract are delayed or prevented by any cause not within the control of the party whose performance is interfered with, and which by the exercise of reasonable diligence, said party is unable to prevent.
13. Taxes--Federal, State, and Local ISU is exempt from Federal Excise Taxes, and no payment will be made for any taxes levied on Company's employee's wages. ISU is exempt from State and Local Sales and Use Taxes. A Tax Exemption Certificate will be furnished upon request.

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SECTION IV

PROPOSAL CONTENT

As responses to this RFP will be used to select a Company, it is important that responses contain enough information to permit ISU's evaluation team to fully understand the Company's capabilities. However, ISU is not interested in receiving voluminous responses. Questions should be answered in the **Form of Proposal** or included as **Supplements** when indicated. All proposals must, at a minimum, include the following:

1. Completed Form of Proposal (Attachment A)
2. Company Profile Provide a company profile that includes a general statement of interest and qualifications, company history, employee make-up, state of proprietorship, partnership or incorporation, and any other information that may help us to evaluate Company's expertise. Indicate if any near-term changes in Company's basic ownership are anticipated. Explain how your company stays up-to-date with current trends to keep your services effective and relevant. **Include as Supplement 1 to RFP response.**
3. Staff Profile Identify each of the individuals who would be directly involved in working with ISU and their role in working with ISU. Include a profile with information regarding their general background, years of experience, and length of employment and assigned area of expertise, etc. of these individuals and any additional information that will indicate their expertise. **Include as Supplement 2 to RFP response.**
4. References Provide a list of at least three (3) references. Include reference names (i.e. company or university), names of contacts, telephone numbers, duration of contract and type of work performed. ISU is particularly interested in Company's past work with retail entities. A client list may also be included in this section. **Include as Supplement 3 to RFP response.**
5. Proposed Services List and describe the services your Company proposes to meet the needs of UBS in response to each of the items listed in Section II, Item 2. Describe the process and timeline for working with UBS. **Include as Supplement 4 to RFP response.**
6. Pricing Provide pricing for each of the services listed in Supplement 4. **Include as Supplement 5 to RFP response.**
7. Other Services Provide a list and description of other services your Company can provide and the pricing for those services. **Include as Supplement 6 to RFP response.**

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PROPOSAL COMPLIANCE FORM

Please note: Your proposal will be considered incomplete unless the following are included with your offer. Indicate compliance by placing a check mark in the space provided: All Documents should be included IN THE ORDER PROVIDED BELOW.

Compliance

- ☐ **Proposal Compliance Form** (this page)
- ☐ **Attachment A** (Form of Proposal) completed and signed by your company's authorized official.
- ☐ **Attachment B** (Exceptions)
- ☐ **Supplement 1** (Company Profile)
- ☐ **Supplement 2** (Staff Profile)
- ☐ **Supplement 3** (References)
- ☐ **Supplement 4** (Proposed Services)
- ☐ **Supplement 5** (Pricing)
- ☐ **Supplement 6** (Other Services)

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ATTACHMENT A

FORM OF PROPOSAL

COMPANIES MUST COMPLETE ALL PARTS OF THIS SECTION FOR THEIR PROPOSAL TO BE CONSIDERED.

1. Company has provided all parties involved with a copy of the RFP?

Yes _____ **No** _____

2. Company agrees to all Proposal Conditions contained in Section I of this RFP?

Yes _____ **No** _____ **Note:** If No, please list exceptions on Attachment B

3. Company can provide the services and can perform as to the expectations and responsibilities outlined in the Specifications, Section II?

Yes _____ **No** _____ **Note:** If No please list exceptions on Attachment B

4. Company agrees to all Terms and Conditions of the Contract contained in Section IV?

Yes _____ **No** _____ **Note:** If No please list exceptions on Attachment B

5. Payment Terms _____

Be certain to state your terms of payment. Failure to indicate your terms will mean that if your bid is accepted, Iowa State University will apply a five percent (5%) discount for payments made within 15 days of receipt of your invoice in the Purchasing Department.

6. All Parties to the contract, including subcontractors, should be listed below including address along with name and phone number of contract person for each party. Please describe the work that these other parties would do in regard to a contract with ISU.

- | | |
|----------|----------|
| 1. _____ | 2. _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

Work _____

Work _____

7. Proprietary Information Please list all information or sections that you consider proprietary. Note that pricing and financial arrangements cannot be considered as proprietary information. The sections of this proposal listed below represent trade secrets or proprietary information.

<u>Section</u>	<u>Page No.</u>	<u>Section</u>	<u>Page No.</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

8. Company Information

Business Name: _____

Federal I.D. Number/SSN: _____

Official Address _____

Company's State or Foreign Country of Residence _____

Telephone Number _____

Fax Number _____

Authorized Signature _____

Typewritten or Printed Signature _____ Date _____

Email Address _____

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ATTACHMENT B

EXCEPTIONS

Please list any and all exceptions to this RFP in this section. Include page number, section and reason for exception: (Make additional pages if necessary)

Please check one of the following:

- ☐ **We have no exceptions to this RFP**
☐ **We have the following exceptions to this RFP**

	<u>Page Number</u>	<u>Section</u>	<u>Exception</u>
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____
4.	_____	_____	_____
5.	_____	_____	_____
6.	_____	_____	_____
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8.	_____	_____	_____
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12.	_____	_____	_____
13.	_____	_____	_____
14.	_____	_____	_____