REQUEST FOR PROPOSALS

for

TOURISM RELATED

ADVERTISING, PROMOTIONAL & PUBLIC RELATIONS

SERVICES FOR LEON COUNTY

Proposal Number BC-08-13-09-40

BOARD OF COUNTY COMMISSIONERS

LEON COUNTY, FLORIDA

Release Date: July 20, 2009

RFP Title: Request for Proposals for Tourism Related Advertising, Promotional & Public Relations Services for Leon County
Proposal Number: BC-08-13-09-40
Opening Date: Thursday, August 13, 2009 at 2:00 PM

I. INTRODUCTION

Leon County requests proposals from qualified firms for tourism related Advertising, Promotional & Public Relations Services. Leon County seeks a full service, professional, integrated marketing communications agency to advertise and promote the Tallahassee-Leon County area as a preferred visitor destination through creative advertising material production and placement, interactive marketing, regional and national promotions, and public relations activities including familiarization tours. The agency should develop and maintain relationships with key travel and tourism journalists through ongoing media development activities which will allow greater access and success in securing positive editorial coverage of the area's visitor attractions. Promotional efforts and activities will be done on a regional and national level as directed.

The proposed advertising and public relations budget for FY 2010 will range from between $650,000 to $750,000 depending on availability of funds for final approval of the Tourist Development budget.

The Agreement resulting from this RFP shall be for one (1) year beginning approximately October 1, 2009 and shall continue to September 30, 2010. After the initial period, at the sole option of the County, this Agreement may be extended for no more than four (4) additional one (1) year periods. Such one (1) year extensions will be automatic unless the County provides written notice of non-renewal to the Contractor no less than thirty (30) days prior to the expiration date of the then current term.

PRE-PROPOSAL CONFERENCE

A **MANDATORY** Pre-Proposal Conference is scheduled for Wednesday July 29, 2009 at 9:00 AM to be held in the Purchasing Bid Room, 2284 Miccosukee Road, Tallahassee, Florida. The conference will provide an educational opportunity on the efforts necessary of vendors in order to comply with the Leon County Minority and Woman Business Enterprise requirements; will provide vendors with an oral overview of the scope of work anticipated; as well as the opportunity for addressing other vendor questions. Proposals will not be accepted from professionals/firms who are not represented in the conference.

OVERVIEW

A. Goals: The Leon County Tourism Development Department (TDD) working with the Tourist Development Council (TDC) advisory board, helps develop and implement year-round, domestic consumer and trade-based marketing programs as well as comprehensive sales and marketing programs aimed at conventions, trade shows, corporate meetings, sports organizers, film producers and other target audiences to:

- Increase overnight visitation
- Increase average length of stay
- Increase first time visitation
- Increase repeat visitation

B. Marketing Communications Objectives and Strategies Include But Not Limited To:

- Continue to build brand awareness and intent to visit the destination
- Generate and increase awareness of the Tallahassee area and the emotional and rational benefits of vacationing or conducting a meeting here
- Maximize near-term intent to travel for pleasure or business
- Communicate Tallahassee's strengths to niche markets

RFP Title: Request for Proposals for Tourism Related Advertising, Promotional & Public Relations Services for Leon County
Proposal Number: BC-08-13-09-40
Opening Date: Thursday, August 13, 2009 at 2:00 PM

- Position Visit Tallahassee as the primary/official information source for comprehensive travel planning information for Leon County
- Communicate the diversity and uniqueness of the Tallahassee travel and meeting experience
- Strengthen the efforts of local private sector marketing groups
- Build the Department and TDC's reputation among local industry stakeholders, business leaders and residents to ensure a strong leadership image for this most important industry and as a valuable source for marketing and tourism information
- Promote tourism to local residents as the area's number one industry and position its importance to the area's financial well being and quality of life
- Increase the number of annual visitors who use the Department's materials as a trip planning resource
- Generate visitor inquiries to industry partners

C. Marketing Communications Tactics Should Include But Not Limited To:

- Develop regional and national award winning advertising and public relations campaigns using innovative creative techniques
- Conduct research to help develop relevant messaging
- Leverage the destination assets as Florida's capital city and destination
- Showcase the diversity of visitor experiences in targeted marketing messages focusing on arts and culture, nature-based, sports and recreation, history/heritage, shopping and dining tourism communications and promote actual names of destination assets in the messaging and shift away from generic experience referencing where appropriate
- Utilize appropriate media to promote the destination to niche markets: golf, weddings, small town/downtown, culture and nature-based enthusiasts, vacations, middle income and affluent travelers
- Target Hispanic, African American and the GLBT market segments. Tailor authentic messaging to these markets focusing on experiential activities aligned with each segment as well as positioning the destination appropriately for each
- Strategically allocate online media dollars by market segment to maximize web exposure and drive visitation to the respective website/micro site
- Facilitate cooperative media purchases in conjunction with local tourism industry partners. Administer program via online registration, collect orders and process invoicing. Designs for cooperative advertising communications will drive inquiries "direct-to-partner" for additional information and to facilitate booking
- Develop custom communications focused on key consumer audiences (families, couples, multi-household groups, singles, multi-cultural and multi-ethnic groups, GLBT travelers, golfers, nature travelers, etc.) using specialty publications and websites to generate overnight visitation
- Schedule media during key periods of the year to align with target market's travel patterns and purchase behavior as evidenced by research (seasonal trends)
- Strongly negotiate all media buys and secure added value benefits where possible. Develop partnerships with key media that can produce relevant editorial on the destination and leverage media expenditures across all internal Departments to create efficiencies
- Maintain a flexible and adaptive media strategy to take advantage of unexpected media opportunities and to be positioned to react to market conditions should external forces impact travel behavior
- Produce quarterly campaign effectiveness reports to gauge advertising results from all advertising mediums; online, print, broadcast and Visitor Guide
- Identify and contact key feeder market radio stations, newspapers, publications, and other viable media outlets to ascertain interest in developing destination promotional programs including trade-out of product with partners for get-away packages including attraction components. Promotional ROI outline shall be provided to the Department

quarterly
- Continue to target the promotional departments of major air carriers flying into Tallahassee Regional Airport to create unique promotional events for the destination
- Identify and contact prospective non-travel corporations to determine interest in cooperative promotions to increase awareness and business to the area
- Ensure total integration of all marketing functions to get the greatest ROI possible
- Generate regional and national promotions to create and expand brand awareness
- Integrate public relations campaign in all designated markets to support advertising efforts
- Coordinate crisis communications plan with the Department to ensure accurate dissemination of information and speed recovery in the event of a natural or other disaster
-

D. Target Markets Include But Not Limited To:

Consumer marketing communications will be directed to select consumer markets, to include: couples, singles, families, multi-household groups, multi-cultural groups, the mature market, African American market, Hispanic market, GLBT market, and the tour trade industry. The creative message will be targeted through strategic media execution based upon the target market's media consumption.

E. Feeder Markets

Traditional feeder markets in Florida and the Southeast have served as the foundation of media placement. Drive market placement has been emphasized during key times throughout the year to generate Florida and Southeastern visitation.

F. Seasonality

Traditionally, the months of March and April are extremely busy due to the Florida Legislative Session. Some committee business begins in January and February leading up to the commencement of the full House and Senate on March 1.

The months in the fall during the college football season also offer significant visitation during weekend home games for Florida State University (FSU) and Florida Agricultural and Mechanical University (FAMU). Basketball and other sports drive additional visitation during other times of the year.

The primary challenge is to drive visitation during the shoulder months outside of the Legislature and football.

Quarterly and annual research reports can be requested through the Leon County Purchasing Department.

II. GENERAL INSTRUCTIONS:

A. Response Address: The response to the proposal should be submitted in a sealed addressed envelope to:

Proposal Number: BC-07-10-09-40
Purchasing Division
2284 Miccosukee Road
Tallahassee, FL 32308

RFP Title: Request for Proposals for Tourism Related Advertising, Promotional & Public Relations Services for Leon County
Proposal Number: BC-08-13-09-40
Opening Date: Thursday, August 13, 2009 at 2:00 PM

B. Proposal Copies: **An ORIGINAL and seven (7) copies** of the Response must be furnished on or before the deadline. Responses will be retained as property of the County. **The ORIGINAL of your reply must be clearly marked "Original" on its face and must contain an original, manual signature of an authorized representative of the responding firm or individual,** all other copies may be photocopies.

C. Information: Any questions concerning the request for proposal process, required submittals, evaluation criteria, proposal schedule, and selection process should be directed to Don Tobin or Keith Roberts at (850) 606-1600; FAX (850) 606-1601; or e-mail at tobind@leoncountyfl.gov or robertsk@leoncountyfl.gov. Written inquiries are preferred.

Each Vendor shall examine the request for proposal documents carefully; and, no later than seven days prior to the date for receipt of proposals, he shall make a written request to the County for interpretations or corrections of any ambiguity, inconsistency or error which he may discover. All interpretations or corrections will be issued as addenda. The County will not be responsible for oral clarifications. No negotiations, decisions or actions shall be initiated or executed by the proposer as a result of any discussions with any County employee prior to the opening of proposals. Only those communications which are in writing from the County may be considered as a duly authorized expression on the behalf of the Board.

Also, only communications from firms which are in writing and signed will be recognized by the Board as duly authorized expressions on behalf of proposers.

D. Prohibited Communications: Any form of communication, except for written correspondence, shall be prohibited regarding a particular request for proposal, request for qualification, bid, or any other competitive solicitation between:

1. Any person or person's representative seeking an award from such competitive solicitation; and

2. Any County Commissioner or Commissioner's staff, or any county employee authorized to act on behalf of the Commission to award a particular contract.

For the purpose of this section, a person's representative shall include, but not be limited to, the person's employee, partner, officer, director, consultant, lobbyist, or any actual or potential subcontractor or consultant of the person.

The prohibited communication shall be in effect as of the deadline to submit the proposal, bid, or other response to a competitive solicitation.

The provisions of this section shall not apply to oral communications at any public proceeding, including pre-bid conferences, oral presentations before selection committees, contract negotiations during any public meetings, presentations made to the Board, and protest hearings. Further, the provisions of this section shall not apply to contract negotiations between any employee and the intended awardee, any dispute resolution process following the filing of a protest between the person filing the protest and any employee, or any written correspondence with any employee, County Commissioner, or decision-making board member or selection committee member, unless specifically prohibited by the applicable competitive solicitation process.

The provisions of this section shall terminate at the time the Board, or a County Department authorized to act on behalf of the Board, awards or approves a contract, rejects all bids or responses, or otherwise takes action which ends the solicitation process.

RFP Title: Request for Proposals for Tourism Related Advertising, Promotional & Public Relations Services for Leon County
Proposal Number: BC-08-13-09-40
Opening Date: Thursday, August 13, 2009 at 2:00 PM

The penalties for an intentional violation of this article shall be those specified in §125.69(1), Florida Statutes, as amended, and shall be deemed supplemental to the penalties set forth in Section 1-9 of the Code of Laws, Leon County, Florida.

E. Special Accommodation: Any person requiring a special accommodation at a Pre-Bid Conference or Bid/RFP opening because of a disability should call the Division of Purchasing at (850) 606-1600 at least five (5) workdays prior to the Pre-Bid Conference or Bid/RFP opening. If you are hearing or speech impaired, please contact the Purchasing Division by calling the County Administrator's Office using the Florida Relay Service which can be reached at 1(800) 955-8771 (TDD).

F. Offeror Registration: Offerors who obtain solicitation documents from sources other than the Leon County Purchasing Division or Demandstar.com MUST officially register with the County Purchasing Division in order to be placed on the planholders list for the solicitation. This list is used for communications from the County to prospective Offerors. Also, Offerors should be aware that solicitation documents obtained from sources other than those listed above may be drafts, incomplete, or in some other fashion different from the official solicitation document(s). Failure to register as a prospective Offeror through the Purchasing Division or online through Demandstar.com may cause your submittal to be rejected as non-responsive.

As a convenience to vendors, Leon County has made available via the internet lists of all registered planholders for each bid or request for proposals. The information is available on-line at http://www.leoncountyfl.gov/Purchasing/Bid.asp by simply clicking the planholder link to the right of the respective solicitation. A listing of the registered vendors with their telephone and fax numbers is designed to assist vendors in preparation of their responses.

G. Proposal Deadline: Your response to the RFP must arrive at the above listed address no later than Friday, July 10, 2009 at 2:00 PM to be considered.

H. Responses to the RFP received prior to the time of opening will be secured unopened. The Purchasing Agent, whose duty it is to open the responses, will decide when the specified time has arrived and no proposals received thereafter will be considered.

I. The Purchasing Agent will not be responsible for the premature opening of a proposal not properly addressed and identified by Proposal number on the outside of the envelope/package.

J. It is the Proposers responsibility to assure that the proposal is delivered at the proper time and location. Responses received after the scheduled receipt time will be marked "TOO LATE' and may be returned unopened to the vendor.

K. The County is not liable for any costs incurred by bidders prior to the issuance of an executed contract.

L. Firms responding to this RFP must be available for interviews by County staff and/or the Board of County Commissioners.

M. The contents of the proposal of the successful firm will become part of the contractual obligations.

N. Proposal must be typed or printed in ink. All corrections made by the Proposer prior to the opening must be initialed and dated by the Proposer. No changes or corrections will be allowed after proposals are opened.

RFP Title: Request for Proposals for Tourism Related Advertising, Promotional & Public Relations Services for Leon County
Proposal Number: BC-08-13-09-40
Opening Date: Thursday, August 13, 2009 at 2:00 PM

O. If you are not submitting a proposal, please return the form attached at the end of the RFP, marked 'No Proposal'.

P. The County reserves the right to reject any and/or all proposals, in whole or in part, when such rejection is in the best interest of the County. Further, the County reserves the right to withdraw this solicitation at any time prior to final award of contract.

Q. Cancellation: The contract may be terminated by the County without cause by giving a minimum of thirty (30) days written notice of intent to terminate. Contract prices must be maintained until the end of the thirty (30) day period. The County may terminate this agreement at any time as a result of the contractor's failure to perform in accordance with these specifications and applicable contract. The County may retain/withhold payment for nonperformance if deemed appropriate to do so by the County.

R. Public Entity Crimes Statement: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

S. Certification Regarding Debarment, Suspension, and Other Responsibility Matters: The prospective primary participant must certify to the best of its knowledge and belief, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency and meet all other such responsibility matters as contained on the attached certification form.

T. Licenses and Registrations: The contractor shall be responsible for obtaining and maintaining throughout the contract period his or her city or county occupational license and any licenses required pursuant to the laws of Leon County, the City of Tallahassee, or the State of Florida. Every vendor submitting a bid on this invitation for bids **shall** include a copy of the company's local business or occupational license(s) <u>or</u> a written statement on letterhead indicating the reason no license exists. Leon County, Florida-based businesses are required to purchase an Occupational License to conduct business within the County. Vendors residing or based in another state or municipality, but maintaining a physical business facility or representative in Leon County, may also be required to obtain such a license by their own local government entity or by Leon County. For information specific to Leon County occupational licenses please call (850) 488-4735.

If the contractor is operating under a fictitious name as defined in Section 865.09, Florida Statutes, proof of current registration with the Florida Secretary of State **shall be submitted** with the bid. A business formed by an attorney actively licensed to practice law in this state, by a person actively licensed by the Department of Business and Professional Regulation or the Department of Health for the purpose of practicing his or her licensed profession, or by any corporation, partnership, or other commercial entity that is actively organized or registered with the Department of State **shall submit** a copy of the current licensing from the appropriate agency and/or proof of current active status with the Division of Corporations of the State of Florida or such other state as applicable.

Failure to provide the above required documentation may result in the proposal being determined as non-responsive.

U. Audits, Records, And Records Retention

The Contractor shall agree:

1. To establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices, which sufficiently and properly reflect all revenues and expenditures of funds provided by the County under this contract.

2. To retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this contract for a period of five (5) years after termination of the contract, or if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of this contract.

3. Upon completion or termination of the contract and at the request of the County, the Contractor will cooperate with the County to facilitate the duplication and transfer of any said records or documents during the required retention period as specified in paragraph 1 above.

4. To assure that these records shall be subject at all reasonable times to inspection, review, or audit by Federal, state, or other personnel duly authorized by the County.

5. Persons duly authorized by the County and Federal auditors, pursuant to 45 CFR, Part 92.36(I)(10), shall have full access to and the right to examine any of provider's contract and related records and documents, regardless of the form in which kept, at all reasonable times for as long as records are retained.

6. To include these aforementioned audit and record keeping requirements in all approved subcontracts and assignments.

V. Monitoring

To permit persons duly authorized by the County to inspect any records, papers, documents, facilities, goods, and services of the provider which are relevant to this contract, and interview any clients and employees of the provider to assure the County of satisfactory performance of the terms and conditions of this contract.

Following such evaluation, the County will deliver to the provider a written report of its findings and will include written recommendations with regard to the provider's performance of the terms and conditions of this contract. The provider will correct all noted deficiencies identified by the County within the specified period of time set forth in the recommendations. The provider's failure to correct noted deficiencies may, at the sole and exclusive discretion of the County, result in any one or any combination of the following: (1) the provider being deemed in breach or default of this contract; (2) the withholding of payments to the provider by the County; and (3) the termination of this contract for cause.

W. Local Preference in Purchasing and Contracting

1. Preference in requests for proposals. In purchasing of, or letting of contracts for procurement of, personal property, materials, contractual services, and construction of improvements to real property or existing structures for which a request for proposals is developed with evaluation criteria, a local preference of the total score may be assigned for a local preference, as follows:

a) Individuals or firms which have a home office located within Leon, Gadsden, Wakulla, or Jefferson County, and which meet all of the criteria for a local business as set forth in this article, shall be given a preference in the amount of five percent.

b) Individuals or firms which do not have a home office located within Leon, Gadsden, Wakulla, or Jefferson County, and which meet all of the criteria for a local business as set forth in this article, shall be given a preference in the amount of three percent.

2. Local business definition. For purposes of this section, "local business" shall mean a business which:

a) Has had a fixed office or distribution point located in and having a street address within Leon, Gadsden, Wakulla, or Jefferson County for at least six (6) months immediately prior to the issuance of the request for competitive bids or request for proposals by the County; and

b) Holds any business license required by Leon County, and, if applicable, the City of Tallahassee; and

c) Is the principal offeror who is a single offeror; a business which is the prime contractor and not a subcontractor; or a partner or joint venturer submitting an offer in conjunction with other businesses.

3. Certification. Any vendor claiming to be a local business as defined, shall so certify in writing to the Purchasing Division. The certification shall provide all necessary information to meet the requirements of above. The Local Vendor Certification Form is enclosed. The purchasing agent shall not be required to verify the accuracy of any such certifications, and shall have the sole discretion to determine if a vendor meets the definition of a "local business."

X. Planholders

As a convenience to vendors, Leon County has made available via the internet lists of all registered planholders for each bid or request for proposals. The information is available on-line at http://www.leoncountyfl.gov/Purchasing/Bid.asp by simply clicking the planholder link to the right of the respective solicitation. A listing of the registered vendors with their telephone and fax numbers is designed to assist vendors in preparation of their responses.

Y. Addenda To Specifications

If any addenda are issued after the initial specifications are released, the County will post the addenda on the Leon County website at http://www.leoncountyfl.gov/purchasing/. For those projects with separate plans, blueprints, or other materials that cannot be accessed through the internet, the Purchasing Division will make a good faith effort to ensure that all registered bidders (those vendors who have been registered as receiving a bid package) receive the documents. It is the responsibility of the vendor prior to submission of any proposal to check the above website or contact the Leon County Purchasing Division at (850) 606-1600 to verify any addenda issued. The receipt of all addenda must be acknowledged on the response sheet.

Z. Unauthorized Alien(s): The Contractor agrees that unauthorized aliens shall not be employed nor utilized in the performance of the requirements of this solicitation. The County shall consider the employment or utilization of unauthorized aliens a violation of Section 274A(e) of

the Immigration and Naturalization Act (8 U.S.C. 1324a). Such violation shall be cause for unilateral termination of this Agreement by the County. As part of the response to this solicitation, please complete and submit the attached form "AFFIDAVIT CERTIFICATION IMMIGRATION LAWS."

III. SCOPE OF SERVICES:

A. The successful full-service firm shall serve as the principal advisor for integrated marketing communications (advertising and public relations) to Leon County, the Leon County Tourism Development Department, and the Tourist Development Council to promote and encourage prosperous development of Leon County's tourism industry. The programs needs range from local and regional to national in scope with emphasis on domestic consumer marketing, interactive marketing and co-operative partnerships. The successful firm will work in conjunction with Leon County to develop multi-level, integrated programs to support the organizations' overall missions and goals. They will oversee brand stewardship; strategic planning; identification of key audiences; media planning and placement; development and implementation of co-operative advertising and strategic partnership programs; creative development in all mediums and all forms of collateral; customer relationship management; Pay Per Click (PPC) programs; public relations; promotions; ongoing data analytics; project-based research and oversight and brand integration for interactive services provided by other suppliers such as Search Engine Optimization (SEO), Search Engine Marketing (SEM), Social Marketing, website and Visitor Guide development. The selected agency will provide integrated marketing communications services for the entire organization. They will also work in close partnership with other key suppliers including but not limited to marketing research, internet and publication providers. See Appendix A for a comprehensive list of service needs. Evaluation of the agency will be based on the ability to provide all of these services for Leon County.

B. PROVIDER REQUIREMENTS

To qualify for consideration as a qualified Proposer, the following minimum qualifications must be met. Respondents must acknowledge in the cover document required with your submission that they meet all the following requirements. Leon County may request proof of such for finalists. The Evaluation Committee may review Agency websites and contact current clients per submitted account list to aid in their evaluation of the agency's ability to meet these requirements.

The County requires a full-service integrated marketing communications company with extensive tourism experience in domestic markets. Proposer must have a solid working knowledge of the marketing issues and challenges of the tourism industry. Agency must have strong research-based strategic planning capabilities; demonstrate their ability to create successful branding campaigns and breakthrough creative executions across all possible mediums based on solid marketing strategies; have comprehensive media planning and buying capabilities with an ongoing commitment maximizing all media spending; demonstrate in-house Web experience and capabilities to redesign and upgrade the Department's Web site; offer complete public relations services; have documented experience in developing and implementing successful cooperative advertising programs with local, state, and national partners; have implemented billing practices and procedures per government accounting specifications.

Agency must have the ability to perform the functions of a full-service integrated marketing communications firm. A joint venture proposal to perform these functions is unacceptable. For the purposes of this RFP, a full-service integrated marketing communications firm is defined as a company that provides ALL the services described herein and in Appendix A. Agency must have the following in-house capabilities and have at least one full-time,

dedicated employee on staff for each of these items:

Strategic planning
Research
Media planning and buying
Full-service creative capabilities
Interactive strategy and design
Customer relationship management specialists
Public relations
Promotions Marketing and strategic partnerships
Accounting (with government billing experience)

Proposer must provide evidence of financial stability, must have the economic resources to pay all expenses in advance of reimbursement from Leon County and include proof of such payment abilities with invoices sent to the Department.

Audited or reviewed financial statements are required for the three most recent years of operations. Please also provide the agency's Dun & Bradsteet number and a credit report from that organization.

Agency must agree to permit complete audits of its records relating to the account by any authorized representative of Leon County Government.

The County reserves the right to determine if an agency meets its guidelines for required financial capability.

C. OPERATIONAL REQUIREMENTS

Proposer must be willing to assign one account manager to this account and demonstrate what percentage of that individual's time will be devoted to this account.

All media and outside purchases will be at net cost with no markup. Fees and commissions, if any, shall be paid to the County or credited against agency billings.

Written estimates must be provided for each billable job and this signed estimate must accompany billing. If changes are necessary because of a request by the County or for other reasons, new estimates must be provided and signed prior to any execution.

Billing per job must include proof of agency payment for outside expenses, copies of all out of pocket expenses incurred, signed estimate and affidavit indicating total number of agency hours incurred.

Leon County retains ownership and all rights of use (including by assigns) of all marketing and advertising materials generated by agency and paid for by the County for use in our campaigns. Monthly DVD/CD (high resolution) proof of all final ad materials to be provided to the Department by the 15th of each month.

Leon County maintains the right to use any agency-generated materials as it deems necessary and may do so without consent or approval.

The County requires universal releases for materials unless mutually agreed cost considerations become prohibitive; such as model releases, music, photography, etc. Any restrictions on contracted materials such as photography, talent, models, etc are to be provided to the Department up front with implications stated. In general, buyouts should be incorporated into the initial production costs.

The Department shall have final review and approval of all work concepted, created and or produced for the account by the agency.

The County retains the right to hire/contract/work with other advertising, marketing, promotion or technology agencies/vendors including freelance creative suppliers as deemed appropriate to achieve the Department's needs.

The Department must be advised of all new business solicitations by the selected agency that could be perceived as a conflict of interest.

The agency can not represent any Leon County collector of the Tourist Development Tax.

IV. PROPOSAL CONTENT

Your proposal is to be prepared and submitted in the same manner and format that follows for each section:

A. Bid response sheet with manual signature and addendum acknowledgment.

B. Cover letter

The first page of the proposal SHOULD be a one-page cover letter that includes the following:

1. Identify name of proposer.
2. Identify the address of the corporate headquarters and the number and the locations of any branch offices.
3. Indicate the primary office(s) that would be directly involved in this account and if multiple locations are to be used, the functions be provided from each office.
4. Identify the name, title, email address, telephone number of the person authorized by the proposer to:
   a. Contractually obligate the organization.
   b. Authorized to negotiate the contract on behalf of the proposer.
   c. Be contacted for clarification.
5. Explicitly indicate proposer meets all requirements outlined in Section III Provider Requirements.
6. Explicitly indicate proposer agrees with all Operational Requirements per Section IV.
7. Explicitly indicate your acceptance OR exceptions and revisions to the Contract Agreement included as Appendix C.
8. Be signed by the person authorized to contractually obligate the organization.

C. Background and Credentials Specifications

For this section, all proposers should submit the following information. Response to this section may be no more than a MAXIMUM of FOUR (4) one-sided 8 ½ x 11 pages. There is no font size restriction however points may be deducted for lack of legibility. Background and credentials information must include:

1. Firm Background. Provide founding date, brief history, overall philosophy and unique benefits/qualifications for this account, attitude toward branding/positioning, names and titles of key management and number of years with the company

2. Size and Scope of Firm. Indicate capitalized current billings and total number of full-time employees. Indicated services offered and the number of full-time employees by

Service Department (account planning/management, research, creative, public relations, accounting, etc.)

3. Staff Assignments. Provide current biographies of those planned to be assigned as CORE members of the team for this account and identify the role of each and length of agency tenure. (We realize the agency will have more personnel and depth than is outlined in this response and may tap additional resources to accomplish the tasks at hand. Bios should be limited to the CORE team members.)

4. Current Relevant Clients. List by name, actual or capitalized billing size, services provided, areas of service (local, regional, national, international), nature of assignment (single assignment, full service, consultant, project work, etc.), length of relationship, plus provide client contact information.

5. Other Key Clients. For other KEY agency clients not included considered directly relevant, provide a list the names of these companies and brief description of type of business or division/product handled if not clear by name.

6. Billings—billings overview for 2004, 2005, 2006, 2007 and 2008. Indicate percentage of overall billings represented by media and provide a breakdown of media billings by media category. Indicate where the Leon County account would fit in the agency's portfolio in terms of smallest to largest accounts based on the budget offered in the RFP.

D. Success Stories

For this section, all proposers should submit the following information. Response to this section may be no more than a MAXIMUM of FIVE (5) one-sided 8 ½ x 11 pages. There is no font size restriction however points may be deducted for lack of legibility. Background and credentials information must include:

1. Provide your strongest case history(ies) of work done since 2004. Include objectives and third-party metrics of success. Include creative work samples if desired.

2. Include one public relations case history. Include objectives and third-party metrics of success. Include creative work samples if desired.

3. Include one case history for crisis communication outlining the situation, objectives and third-party success metrics. If you do not include a crisis communication case history, please indicate if you do not have successful experience in this category or why you didn't choose to submit one.

E. Demonstration of Strategic Thinking and Creative Approach

For this section, all proposers should answer the following questions in an interesting, compelling manner using copy, images, typography or any other demonstrative means you choose to express your responses creatively within the space constraints indicated. Response to this section may be no more than a MAXIMUM of FOUR (4) one-sided 8 ½ x 11 pages. There is no font size restriction however points may be deducted for lack of legibility.

1. What differentiates the Tallahassee area from other Florida destinations?

2. What are the consumer outcomes (benefits/ends) of a Tallahassee vacation and/or visit?

3. What is your recommended brand positioning platform against which all marketing and communications efforts can be measured to ensure it is on target and reinforcing the brand?

4. How do you creatively express this brand platform?

5. How do you verify it?

6. What big idea would advance the brand communications?

7. What is the public relations portion of the marketing communications plan and how does it integrate in the advertising program?

8. How does this help further the Department's business goals?

F. Completed Cost Response Form (Appendix B)

G. Please submit the items on the following list and any other items required by any section of this invitation for bids. The checklist is provided as a courtesy and may not be inclusive of all items required within this invitation for bids.

_____ Completed Bid Response Sheet with Manual Signature
_____ Affidavit Immigration Laws
_____ Minority/Women Business Enterprise Participation Plan/Good Faith Statement
_____ Identical Tie Bid Statement
_____ Insurance Certification Form
_____ Certification/Debarment Form
_____ Applicable Licenses/Registrations

V. SELECTION PROCESS

A. The County Administrator shall appoint an Evaluation Committee composed of three to five members who will review all proposals received on time, and select one or more firms for interview based on the responses of each proposer. All meetings of Evaluation Committees subsequent to the opening of the solicitation shall be public meetings. Notice of all meetings shall be posted in the Purchasing Division Offices no less than 72 hours (excluding weekends and holidays) and all respondents to the solicitation shall be notified by facsimile or telephone.

B. The evaluation process will be done in two phases: Phase I - Review and ranking of proposals; Phase II - Presentation and final rankings.

C. The Evaluation Committee will recommend to the Board of County Commissioners (BCC), in order of preference (ranking), up to three (3) firms deemed to be most highly qualified to perform the requested services.

D. The BCC will negotiate with the most qualified firm (first ranked firm) for the proposed services at compensation which the BCC determines is fair, competitive, and reasonable for said services.

E. Should the BCC be unable to negotiate a satisfactory contract with the firm considered to be fair, competitive and reasonable, negotiations with that firm shall be formally terminated. The County shall then undertake negotiations with the second most qualified firm. Failing accord with the second most qualified firm the Board shall terminate negotiations. The BCC representative shall then undertake negotiations with the third most qualified firm.

F. Should the County be unable to negotiate a satisfactory contract with any of the selected firms, the Board representative shall select additional firms to continue negotiations.

VII. EVALUATION CRITERIA

All proposals will be reviewed for compliance with mandatory requirements stated within the RFP. Additional documentation may be requested by Evaluation Committee from Finalists to confirm meeting stated requirements. The documentation will serve only to clarify proposal data, but at no time should this information change the terms of the proposal submitted. The Evaluation Committee may make such investigations as necessary to determine the ability of the Proposer to adhere to the requirements specified within this RFP.

A. Phase I

The evaluation committee will review the proposals and award up to 1,000 total points based on the evaluation criteria. The respondent pool will be reduced to the top scoring firms (number and score to be determined at discretion of Evaluation Committee). These firms will be considered finalists and will be advanced to Phase II where they will present their detailed proposals to the Evaluation Committee in person in Phase II. Key points to be considered in the Phase I review of proposals and scoring are:

Pertinence to the Leon County assignment
Type, relevance, quality and results of current and active branding and marketing assignments
Agency resources available for Leon County
Agency requirements, philosophy, attitude and approach and perceived fit for Leon County
Creative and stand-out qualities in the presentation of the requested information within the constraints imposed
How creative, clear, complete, compelling and concise is the response

Phase I scoring will be an evaluation of a maximum of 14 pages.

One page - Cover letter
Four pages - Response for background & credentials & specifications
Five pages - Response to success stories
Four pages - Demonstration of strategic thinking and creative approach

The Phase I scoring will have a collective maximum score of 1,000 broken down as follows:

Section 1- 2-3,

Agency Background/expertise	100
Financial Compliance	50
Relevancy	100
Case Histories	200
Locally Owned Firm	50
Women & Minority Owned Firm	100
Sub Total	600 Points

Section 4.

Strategic Thinking/Creative Approach	400 Points

TOTAL POSSIBLE SCORE PHASE I: 1,000 Points

RFP Title: Request for Proposals for Tourism Related Advertising, Promotional & Public Relations Services for Leon County
Proposal Number: BC-08-13-09-40
Opening Date: Thursday, August 13, 2009 at 2:00 PM

B. Phase II

A maximum of 4 persons from each finalist firm will be given up to 90 total minutes (up to 60 minutes for agency presentation; up to 30 minutes for evaluation committee questions.) Additional agency staff can be onsite to provide technical assistance to presenters, but they may not participate.

Persons presenting must be proposed as an active member of the Leon County agency team, excluding the President/CEO.

Purpose of oral presentation is for agency team to bring their four-page response to Section 4 a-h Strategic Thinking/Creative Approach to life for the Evaluation Committee. Specifically, presentation will include agency's thoughts and recommendations on:

- What differentiates greater Tallahassee from other Florida destinations?
- What are the consumer outcomes (benefits/ends) of a Tallahassee vacation and/or trip?
- What is your recommended brand positioning platform against which all marketing and communications efforts can be measured to ensure it is on target and reinforcing the brand?
- How do you creatively express this brand platform?
- How do you verify it?
- What big idea would advance the brand communications?
- How do you integrate and advertising and public relations programs?
- How does this help further the Department's business goals?
- Other

Final presentation will be scored based on the thoroughness and soundness of the strategic thinking; level of innovation and compelling creative thinking; ability to meet the County's goals.

Two meeting rooms will be used to enable each agency to have a maximum of ONE hour in-room set-up time prior to the start of the assigned start time for each finalist. TV monitor and power point projector will be only equipment provided in the meeting rooms.

The score from the final presentation will be added to the written evaluation score for a total maximum score of 2,000.

All parts of the final presentation have a collective maximum score of 1,000 broken down as follows:

Direct eight-question assignment in Demonstration of Strategic Thinking & Creative Approach, 700 Points:

Differentiators	75 Points
Consumer outcomes	75 Points
Brand positioning platform	150 Points
Brand platform creative expression	150 Points
How to verify	50 Points
Big Idea	100 Points
Public relations program	50 Points
How to further the Department's business goals	50 Points
Overall quality of thinking and perceived "fit"	100 Points

RFP Title: Request for Proposals for Tourism Related Advertising, Promotional & Public Relations Services for Leon County
Proposal Number: BC-08-13-09-40
Opening Date: Thursday, August 13, 2009 at 2:00 PM

Locally Owned Firm	50 Points
Women & Minority Owned Firm	100 Points
Agency Cost	50 Points
TOTAL POSSIBLE SCORE PHASE II:	1,000 Points

Finalist respondents must complete the COST RESPONSE FORM included in the RFP in Appendix B. On this form, respondents must indicate the SINGLE hourly rate to be charged for work performed regardless of the level of the person performing the work or how the rate is charged (fee, job-specific, etc.) The cost portion will be evaluated and points awarded based on the following formula:

$$\frac{\text{Lowest Finalist Hourly Rate}}{\text{This finalist Proposed Hourly Rate}} \times 50 = \text{Award Points}$$

VI. INDEMNIFICATION

The Contractor agrees to indemnify, defend and hold harmless the County, its officials, officers, employees and agents, from and against any and all claims, damages, liabilities, losses, costs, or suits of any nature whatsoever arising out of, because of, or due to any acts or omissions of the Contractor, its delegates, employees and agents, arising out of or under this Agreement, including reasonable attorney's fees. The County may, at its sole option, defend itself or require the Contractor to provide the defense. The Contractor acknowledges that ten dollars ($10.00) of the amount paid to the Contractor is sufficient consideration for the Contractor's indemnification of the County.

VII. MINORITY/WOMEN BUSINESS ENTERPRISE AND EQUAL OPPORTUNITY POLICIES

A. Minority Business Enterprise (MBE) and Women (MBE) Business Enterprise Requirements

The purpose of the Minority and Women-Owned Business Enterprise (MWBE) Program is to effectively communicate Leon County procurement and contracting opportunities, through enhanced business relationships, to end disparity and to increase participation opportunities for certified minority and women-owned business enterprises in a competitive environment. This program shall:

1. Eliminate any policies and/or procedural barriers that inhibit MBE and WBE participation in our procurement process.

2. Established targets designed to increase MBE and WBE utilization proportionate to documented under utilization.

3. Provide increased levels of information and assistance available to MBE's and WBEs.

4. Implement mechanisms and procedures for monitoring MBE and WBE compliance by prime contractors.

The term "Certified Minority Women Business Enterprise" (MWBE) is defined as Minority Business Enterprise (MBE) and Women Business Enterprise (WBE) firms certified by Leon County, the City of Tallahassee, or the Leon County School Board.

Each Respondent is strongly encouraged to secure MBE and WBE participation through purchase(s) of those goods or services to be provided by others. Firms responding to this

RFP Title: Request for Proposals for Tourism Related Advertising, Promotional & Public Relations Services for Leon County
Proposal Number: BC-08-13-09-40
Opening Date: Thursday, August 13, 2009 at 2:00 PM

RFP are hereby made aware of the County's targets for MBE and WBE utilization. Respondents that require assistance or guidance with these MBE or WBE requirements should contact: Iranetta Burnett, Leon County Minority, Women, and Small Business Enterprise Director, by telephone at (850) 606-1650; fax (850) 606-1651 or by e-mail burnetti@leoncountyfl.gov.

Respondent **must complete and submit** the attached Minority and Women Business Enterprise Participation Plan form. Failure to submit the completed Minority and Women Business Enterprise Participation Plan form and, if applicable, a good faith effort letter will result in a determination of non-responsiveness for the bid.

If the aspirational target is not met **you must prepare and attach a separate good faith effort statement**. All respondents, including MBE's, and WBE's shall either meet the aspirational target(s) and if applicable, demonstrate in their bid response that a good faith effort was made to meet the aspirational target(s). **Failure to submit such good faith effort statement will result in the bid being non-responsive**. Below, are policy examples of good faith efforts that respondents can use if they are not meeting the aspirational target(s). These examples can be used to demonstrate the good faith effort.

1. Advertising for participation by MWSBEs in non-minority and minority publications within the Market Area, including a copy of the advertisement and proof of the date(s) it appeared – or by sending correspondence, no less than ten (10) days prior to the submission deadline, to all MWSBEs referred to the Bidder by the MWSBE Division for the goods and services to be Subcontracted and/or Supplied.

2. Documentation indicating that the bidding Prime Contractor provided ample time for potential MBE, WBE and SBE Subcontractors to respond to bid opportunities, including a chart outlining the schedule/time frame used to obtain bids from MBE, WBE and SBE Vendors as applicable to the Aspirational Target.

3. Contacting MBEs, WBEs and SBE Vendors who provide the services needed for the bid or proposal, including a list of all MWSBEs that were contacted and the method of contact.

4. Contacting the MWSBE Division for a listing of available MWSBEs who provide the services needed for the bid or proposal, including a list of those MWSBEs who were contacted regarding their participation.

5. Document follow-up telephone calls with potential MWSBE Subcontractors encouraging their participation.

6. Allowing potential MWSBE Subcontractors to review bid specifications, blueprints and all other Bid/RFP related items at no charge to the MWSBEs.

7. Contacting the MWSBE Division, no less than five (5) business days prior to the Bid/RFP deadline, regarding problems they are having in reaching the Aspirational Targets.

8. Other documentation indicating their Good Faith Efforts to meet the aspirational targets.

For goods and/or services to be performed in this project, the following are the aspirational targets for participation by certified MBE's and/or WBE's.

RFP Title: Request for Proposals for Tourism Related Advertising, Promotional & Public Relations Services for Leon County
Proposal Number: BC-08-13-09-40
Opening Date: Thursday, August 13, 2009 at 2:00 PM

Professional Services Sub-Consultants Targets :
Minority Business Enterprise - 18%
Women Business Enterprise - 9%

As a part of the selection process for this project, the ranking procedure will provide a maximum of ten (10) points of the total score where MBE's and WBE's are used as follows:

MBE and WBE Participation Level for Professional Services Sub-consultants	Points
The Respondent certifies that they will meet or exceed both targets through subcontracting to certified MBE and WBE firm(s) aspirational targets and has identified in the MWBE participation plan the certified MBE and WBE firm(s) that it intends to use.	10
The Respondent certifies that they will meet at least 50% of both aspirational targets through subcontracting to certified MBE and WBE firm(s) and has identified in the MWBE participation plan the MBE and WBE firm(s) that it intends to use and has submitted a Good Faith Statement..	8
The Respondent certifies that they will meet at least 20%, but less than 50%, of both aspirational targets through subcontracting to certified MBE and WBE firms and a Good Faith Effort Statement is submitted.	6
The Respondent will not meet the aspirational targets in any form and has submitted a Good Faith Effort Statement based on the guidelines referenced in Section 5 of this Participation Plan to be considered a responsive bidder, but shall receive zero points.	0

Definitions for the above target follows:

a. Minority/Women Business Enterprise (MWBE) - a business that is owned and controlled by at least 51% by one or more minority persons or by at least 51% by one or more women, and whose management and daily operations are controlled by one or more such persons shall constitute a Minority/Women business Enterprise. No business owned or controlled by a white female shall be considered a minority business for the purpose of this program if the ownership was brought about by transfer of ownership interest to the woman or women, other than by decent, within two (2) years following the sale or transfer of ownership. For the purpose of this program, all applicants for certification as a bona fide MWBE shall be an independent business entity which provides a commercially useful function. No business owned and controlled by a white male and transferred or sold to a minority or woman/women, for the purpose of participation in the County's MWBE Program, shall be considered eligible for MWBE Certification.

b. Minority Person - an individual who is a citizen of the United States or a lawfully admitted permanent resident and who is a(n):

1) African/Black Americans - All persons having origins in any of the Black African racial groups not of Hispanic origins and having community identification as such.

2) Hispanic Americans - All persons (Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race) reared in a Hispanic environment and whose surname is Hispanic and having community identification as such.

3) Asian American - All persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands and having community identification as such.

4) American Indians, Alaskan Natives and American Aleuts - All persons having origins in any of the original people of North America, maintaining identifiable tribal affiliations through membership and participation and having community identification as such.

c. Women - American Woman

VIII. INSURANCE

Bidders' attention is directed to the insurance requirements below. Bidders should confer with their respective insurance carriers or brokers to determine in advance of bid submission the availability of insurance certificates and endorsements as prescribed and provided herein. If an apparent low bidder fails to comply strictly with the insurance requirements, that bidder may be disqualified from award of the contract.

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the Contractor's bid.

1. Minimum Limits of Insurance. Contractor shall maintain limits no less than:

a. General Liability: $1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

b. Automobile Liability: $1,000,000 combined single limit per accident for bodily injury and property damage. (Non-owned, Hired Car).

c. Workers' Compensation and Employers Liability: Insurance covering all employees meeting Statutory requirements in compliance with the applicable state and federal laws and Employer's Liability with a limit of $500,000 per accident, $500,000 disease policy limit, $500,000 disease each employee. Waiver of Subrogation in lieu of Additional Insured is required.

d. Contractor shall carry professional liability insurance of the types necessary to protect the Firm from any professional liability arising under this agreement with a minimum $1,000,000 liability limit. The deductible shall not exceed $25,000 and, if greater than $1,000, must be guaranteed by Contractor for the difference between the deductible and $1,000. *Insurance is to be placed with insurers with a Best's rating of no less than A:VII.* The professional liability insurance coverage for the services provided under this agreement shall be maintained in force from the date of the contract until a date at least one (1) year following the actual completion of the provision of any services under the terms of this agreement.

The Contractor shall provide evidence of the insurance and the evidence shall provide for thirty days notice in writing to the County prior to cancellation, expiration, or non-renewal

2. Deductibles and Self-Insured Retentions

   Any deductibles or self-insured retentions must be declared to and approved by the County. At the option of the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

3. Other Insurance Provisions The policies are to contain, or be endorsed to contain, the following provisions:

   a. General Liability and Automobile Liability Coverages (County is to be named as Additional Insured).

      1. The County, its officers, officials, employees and volunteers are to be covered as insureds as respects; liability arising out of activities performed by or on behalf of the Contractor, including the insured's general supervision of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protections afforded the County, its officers, officials, employees or volunteers.

      2. The Contractor's insurance coverage shall be primary insurance as respects the County, it officers, officials, employees and volunteers. Any insurance of self-insurance maintained by the County, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

      3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the county, its officers, officials, employees or volunteers.

      4. The Contractor's insurance shall apply separately to each insured against whom claims is made or suit is brought, except with respect to the limits of the insurer's liability.

   b. All Coverages

      Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the County.

4. Acceptability of Insurers. Insurance is to be placed with insurers with a Best's rating of no less than A:VII.

5. Verification of Coverage. Contractor shall furnish the County with certificates of insurance and with original endorsements effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by the County before work commences. The County reserves the right to require complete, certified copies of all required insurance policies at any time. Certificates of Insurance acceptable to the County shall be filed with the County prior to the commencement of the work. These policies described above, and any certificates shall specifically name the County as an additional Insured and shall contain a provision that coverage afforded under the policies will not be canceled until at least thirty (30) days prior to written notice has been

given to the County.

Cancellation clauses for each policy should read as follows: *Should any of the above described policies be canceled before the expiration date thereof, the issuing company will mail thirty (30) days written notice to the Certificate Holder named herein.*

6. Subcontractors. Contractors shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

IX. TRAVEL EXPENSES

Contractors bid submission shall include all cost possibly associated with successful completion of the bid requirements to include travel. Any costs not identified in the proposal will not be considered for reimbursement.

X. ETHICAL BUSINESS PRACTICES

A. Gratuities. It shall be unethical for any person to offer, give, or agree to give any County employee, or for any County employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or performing in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, subcontract, or to any solicitation or proposal therefor.

B. Kickbacks. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

C. The Board reserves the right to deny award or immediately suspend any contract resulting from this proposal pending final determination of charges of unethical business practices. At its sole discretion, the Board may deny award or cancel the contract if it determines that unethical business practices were involved.

PROPOSAL RESPONSE COVER SHEET

This page is to be completed and included as the cover sheet for your response to the Request for Proposals.

The Board of County Commissioners, Leon County, reserves the right to accept or reject any and/or all bids in the best interest of Leon County.

Keith M. Roberts, Purchasing Director

Brian DesLoge, Chairman
Leon County Board of County Commissioners

This bid response is submitted by the below named firm/individual by the undersigned authorized representative.

_____
(Firm Name)

BY _____
(Authorized Representative)

_____
(Printed or Typed Name)

ADDRESS _____

_____

CITY, STATE, ZIP _____

TELEPHONE _____

FAX _____

ADDENDA ACKNOWLEDGMENTS: (IF APPLICABLE)

Addendum #1 dated _____ Initials _____

Addendum #2 dated _____ Initials _____

Addendum #3 dated _____ Initials _____

APPENDIX TABLE CONTENTS

Appendix A— Scope of Services
Appendix B—Cost Response Form
Appendix C—Sample Agreement

APPENDIX A

AGENCY RESPONSIBILITIES

Account Service:

Strategic Planning – contributing and assisting with the development of strategic marketing plans, development of brand strategy, creative strategies, etc. for all segments – meetings and conventions, leisure, corporate, etc.

Development of creative strategies, and creation and production of all meeting planner and incentive advertising/marketing/sales support programs with consideration given to professional associations, public relations and promotions

Development of creative strategies, and creation and production of all consumer advertising in domestic markets with consideration given to full integration and comprehensive marketing programs including travel trade, public relations and promotions

Meetings – attending internal meetings on marketing programs, weekly dept. head meeting, meetings with partners, etc.

Presentations – assisting with development of presentations regarding marketing programs, giving presentations as appropriate, providing content and electronic materials to incorporate into presentations

Budgeting – providing input and ongoing tracking of the marketing budget, developing program budgets, ensuring agency budgets remain in sync with Department's budgets, budget status reports

Daily Account Service – ongoing communication, development of conference reports, status reports, contributing to program summaries, trafficking of materials between the County and appropriate agency Departments, presentation of creative, other reporting as necessary interfacing with all other areas of the agency on the Department's behalf, analysis of campaign inquiries/fulfillment

Service of all internal Tourism Development Departments areas includes Consumer Marketing, Meetings & Convention Sales, Leisure Travel, Public Relations, Sports and Film

Interfacing with Publications and Interactive Services vendors to ensure deadlines on print and Web projects are met

Identify best practices with other Departments or other clients and share those throughout the organization to maximize efficiency

Assist in developing methodology for measuring impact and success of all marketing/advertising programs, and provide analysis of such measurement.

Develop, provide sales support information/material, and implement an extensive cooperative advertising program for both the meeting planning and leisure consumer audiences, including management of production and media placement.

Develop and implement advertising/marketing programs for strategic alliance partners, and for other private sector alliances

Assist in development and creation of presentations to partners, community or other groups

Notify the Department of all new business solicitations by the agency that could be perceived as a conflict of interest with growing tourism to Leon County.

Creative

All creative executions of print, collateral, broadcast, online, other alternative media, etc.

Presentation of creative where appropriate (new concepts, ideas, etc.)

Pre-press production art (preparing disks for printing, materials, etc.)

Creating renderings/comps for external and internal review of advertising/promotions/partnership/PR opportunities

Pre-press production art (preparing disks for printing, materials, etc.) per Department's specifications

Media

Managing all media inquiries from media reps

Development of methodology for identifying appropriate target audiences (consumer and B-to-B) and choosing media that best reaches each target group

Execution of all domestic media buys (TV, radio, print, online, etc.) including development, placement and coordination of media plans including negotiation of added value elements and promotions (other int'l markets TBD)

Identifying and evaluating new media opportunities

Creating media plans and media analysis reports

Provide points of view and recommendations as requested for various media, promotional and other opportunities

Post advertising/promotion/partnership program measurement and analysis

Production

Responsible for all trafficking of film/materials to media outlets, printers (print, broadcast, Web, etc.)

Providing dubs of broadcast materials

Provide disks of finished material to the Department including PDF files, JPEGs, raw files, etc.,

Preparing advertising and public relations materials for presentation purposes (mounting, scanning, etc.)

Interactive

Provide direction, expertise and work necessary to update the Department's consumer Website, as well as all other Department's Websites

Purchasing of Internet media as requested

Identifications and negotiation of Internet partnerships

Evaluate approaches to add relevant content or improve site visitation and conduct such work as directed

Assist in strategy and marketing of consumer Website including development of online advertising creative and social networking opportunities

Direct Marketing

Provide advice/input and develop concepts for direct marketing programs

Analysis of consumer and in-house meeting planner databases

Assist in the analysis, selection and purchase of mailing lists for use in meetings direct mail campaigns

Implementation of creative/production on direct marketing elements

Public Relations/Promotions/Partnerships

Development of media relations programs and collateral support to complement marketing programs

Interaction with the Department on various programs

Idea generation and coordination of both promotions and partnerships as they relate to agency clients or other potential relationships

Development of community relations support programs

Involvement in the crisis communications plan, including assistance if the agency has locations or affiliates outside of Tallahassee-Leon County

Travel Industry Marketing

Liaise with Leisure Travel Department in development of collateral material designed specifically for the travel professional (tour operators, wholesalers, motorcoach and travel agents.) Material includes, but is not limited to: poster designs, promotional items, direct mail pieces, e-newsletter templates, and event invitations

Liaise with Leisure Travel Department to create appropriate ad material for select trade publications

Maintain knowledge of industry trends as they pertain to the trade aspect of the domestic leisure business, i.e. travel intermediaries such as tour operators, wholesalers, retail travel agents, and online agencies

Meeting, Convention, Incentive and Trade Show Marketing

Assist in developing branding strategies

Identify new value-added marketing opportunities that can extend the reach of meetings marketing, but can be financially supported by stakeholder cooperative funding.

Develop inquiry-driving advertising and marketing programs that generate net incremental leads for meetings

Assist in development of meetings marketing initiatives, trade show and sales mission mailings, joint satellite office initiatives, targeted newsletters, and meeting or incentive planner guides and brochures

Research

Interfacing with the County's Research Firm to create research programs including brand awareness/development studies, analysis of all advertising programs, etc.

Assist in the ROI analysis of marketing initiatives that target specific tradeshows and meetings

Working with Research Contractor to evaluate effectiveness of creative and advertising programs via appropriate audience segment input

APPENDIX B

Finalist _____ submits the following firm, fixed SINGLE hourly rate to be charged for work performed regardless of the level of the person performing the work or how the rate is charged (fee, job-specific, etc.)

Hourly Rate: $_____

Finalist Agency Name: _____

Signed By: _____
Name/Title

APPENDIX C -

Sample Agreement

THIS AGREEMENT dated this day of , 2009, by and between LEON COUNTY, a charter county and a political subdivision of the State of Florida, hereinafter referred to as the "County" and _____, hereinafter referred to as the "Contractor."

WHEREAS, the County has determined that it would be in the best interest of the citizens of Leon County, Florida, that the County be able to utilize the services of private persons when such services cannot be reasonably provided by the County; and

WHEREAS, the County has determined that it would be better to contract for these services than to hire the necessary personnel to satisfy the needs of the County: and

WHEREAS, in order to secure the lowest cost for these services, the County has sought and received competitive bids from contractor for such services.

NOW, THEREFORE, the parties hereto agree as follows:

1. SERVICES TO BE PROVIDED

The Contractor hereby agrees to provide the following services to the County: Advertising, Promotional & Public Relations Services for the Leon County Tourism Development Department in accordance with the plans and specifications for Leon County Bid# BC-00-00-09-40, said bid being incorporated into this Agreement as Exhibit A, which is attached hereto and as if fully setout herein, but only to the extent it is not inconsistent with the Agreement..

2. WORK

Any work to be performed shall be upon the written request of the County Administrator or his representative, which request shall set forth the commencing date of such work and the time within which such work shall be completed.

The performance of Leon County of any of its obligations under this Agreement shall be subject to and contingent upon the availability of funds lawfully expendable for the purposes of this Agreement for the current and any future periods provided for within the bid specifications.

3. TIME

The Agreement shall be for a period of one (1) year beginning approximately October 1, 2009 and shall continue to September 30, 2010. After the initial period, at the sole option of the County, this Agreement may be extended for no more than four (4) additional one (1) year periods. Such one (1) year extensions will be automatic unless the County provides written notice of non-renewal to the Contractor no less than thirty (30) days prior to the expiration date of the then current term.

4. CONTRACT SUM

The Contractor agrees that for the performance of the Services as outlined in Section 1 above, it shall be remunerated by the County: According to the payment schedules contained in the Contractor's bid proposal, Exhibit B.

5. PAYMENTS

The County shall make such payments within thirty (30) days of submission and approval of invoice for services.

6. STATUS

The contractor at all times relevant to this Agreement shall be an independent contractor and in no event shall the Contractor nor any employees or sub-contractors under it be considered to be employees of Leon County.

7. INSURANCE

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the Contractor's bid.

A. Minimum Limits of Insurance. Contractor shall maintain limits no less than:

1. General Liability: $1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

2. Automobile Liability: $1,000,000 combined single limit per accident for bodily injury and property damage. (Non-owned, Hired Car).

3. Workers' Compensation and Employers Liability: Insurance covering all employees meeting Statutory Limits in compliance with the applicable state and federal laws and Employer's Liability with a limit of $500,000 per accident, $500,000 disease policy limit, $500,000 disease each employee. Waiver of Subrogation in lieu of Additional Insured is required.

4. Contractor shall carry professional liability insurance of the types necessary to protect the Firm from any professional liability arising under this agreement with a minimum $1,000,000 liability limit. The deductible shall not exceed $25,000 and, if greater than $1,000, must be guaranteed by Contractor for the difference between the deductible and $1,000. *Insurance is to be placed with insurers with a Best's rating of no less than A:VII.* The professional liability insurance coverage for the services provided under this agreement shall be maintained in force from the date of the contract until a date at least one (1) year following the actual completion of the provision of any services under the terms of this agreement.

   The Contractor shall provide evidence of the insurance and the evidence shall provide for thirty days notice in writing to the County prior to cancellation, expiration, or non-renewal

B. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the County. At the option of the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

C. Other Insurance Provisions The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverages (County is to be named as Additional Insured).

   a. The County, its officers, officials, employees and volunteers are to be covered as insureds as respects; liability arising out of activities performed by or on behalf of the Contractor, including the insured's general supervision of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protections afforded the County, its officers, officials, employees or volunteers.

b. The Contractor's insurance coverage shall be primary insurance as respects the County, it officers, officials, employees and volunteers. Any insurance of self-insurance maintained by the County, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the county, its officers, officials, employees or volunteers.

d. The Contractor's insurance shall apply separately to each insured against whom claims is made or suit is brought, except with respect to the limits of the insurer's liability.

2. All Coverages

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the County.

D. Acceptability of Insurers. Insurance is to be placed with insurers with a Best's rating of no less than A:VII.

E. Verification of Coverage. Contractor shall furnish the County with certificates of insurance and with original endorsements effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by the County before work commences. The County reserves the right to require complete, certified copies of all required insurance policies at any time.

F. Subcontractors. Contractors shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

8. PERMITS

The Contractor shall be responsible for any necessary permits as required by law.

9. LICENSES

The Contractor shall be responsible for obtaining and maintaining his city or county occupational license and any licenses required pursuant to the laws of Leon County, the City of Tallahassee, or the State of Florida. Should the Contractor, by reason of revocation, failure to renew, or any other reason, fail to maintain his license to operate, the contractor shall be in default as of the date such license is lost.

10. ASSIGNMENTS

This Agreement shall not be assigned or sublet as a whole or in part without the written consent of the County nor shall the contractor assign any monies due or to become due to him hereunder without the previous written consent of the County.

11. INDEMNIFICATION

The Contractor shall indemnify and hold harmless the County, its officials, officers and employees from and against all liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fee, to the extent caused by negligence, recklessness, or intentionally wrongful conduct of the Contractor and other persons employed or utilized by the Contractor in the performance of this agreement.

The County may, at its sole option, defend itself or require the Contractor to provide the defense. The Contractor acknowledges that the sum of ten dollars ($10.00) of the amount paid to the Contractor constitutes sufficient consideration for the Contractor's indemnification of the County, its officials, officers and employees..

The Contractor shall be liable to the County for any reasonable costs incurred by it to correct, modify, or redesign any portion of the project, which is the subject of the services provided under this Agreement, that is found to be defective or not in accordance with this Agreement, as a result and to the extent caused by the negligence, recklessness, or intentional wrongful conduct on the part of the Contractor and other persons employed or utilized by the Contractor in the performance of this Agreement.

12. MINORITY BUSINESS ENTERPRISE (M/WBE) PARTICIPATION

The Contractor shall meet or exceed the M/WBE participation levels stated in the Contractor's M/WBE Participation Statement included as part of the Contractor's response for this project, see Attachment __, attached hereto and made a part hereof. except when the County Good Faith Committee approves an exception.

The Contractor shall provide a monthly report to the Leon County Minority, Women and Small Business Enterprise Division in a format and manner acceptable to the Division. The report shall, at a minimum, indicate the business name of each certified Minority Business Enterprise or Women Business Enterprise sub-contractor utilized, the amount paid, the type of work performed, the appropriate invoice date, and the payment date to the Division.

Should Contractor's sub-contractor utilization fall below the level required in this Agreement or should Contractor substitute MWBE sub-contractors without prior written approval of the Division, the Contractor may be in breach of the Agreement. Contractors found in breach of their Agreement with the County may be suspended from bidding on and/or participation in any future County projects for up to three (3) years as provided in Section 15 of the Purchasing and Minority, Women, and Small Business Enterprise Policy 96-1.

Any change in the subcontractor utilization as listed on the participation plan (Attachment), must be approved by the MWSBE Division. Should the Contractor determine that the MWBE named in their participation plan submittal is unavailable or cannot perform the work, the Contractor shall request a change order. Such change order must be submitted to the MWSBE Division in writing at 2284 Miccosukee Road, Tallahassee, Florida or by facsimile to (850) 606-1651.

13. AUDITS, RECORDS, AND RECORDS RETENTION

The Contractor agrees:

a. To establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices, which sufficiently and properly reflect all revenues and expenditures of funds provided by the County under this Agreement.

b. To retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this Agreement for a period of five (5) years after termination of the Agreement, or if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of this Agreement.

c. Upon completion or termination of the Agreement and at the request of the County, the Contractor will cooperate with the County to facilitate the duplication and transfer of any said records or documents during the required retention period as specified in paragraph 1 above.

d. To assure that these records shall be subject at all reasonable times to inspection, review, or audit by Federal, state, or other personnel duly authorized by the County.

e. Persons duly authorized by the County and Federal auditors, pursuant to 45 CFR, Part 92.36(I)(10), shall have full access to and the right to examine any of provider's Agreement and related records and documents, regardless of the form in which kept, at all reasonable times for as long as records are retained.

f. To include these aforementioned audit and record keeping requirements in all approved subcontracts and assignments.

14. MONITORING

To permit persons duly authorized by the County to inspect any records, papers, documents, facilities, goods, and services of the provider which are relevant to this Agreement, and interview any clients and employees of the provider to assure the County of satisfactory performance of the terms and conditions of this Agreement.

Following such evaluation, the County will deliver to the provider a written report of its findings and will include written recommendations with regard to the provider's performance of the terms and conditions of this Agreement. The provider will correct all noted deficiencies identified by the County within the specified period of time set forth in the recommendations. The provider's failure to correct noted deficiencies may, at the sole and exclusive discretion of the County, result in any one or any combination of the following: (1) the provider being deemed in breach or default of this Agreement; (2) the withholding of payments to the provider by the County; and (3) the termination of this Agreement for cause.

15. TERMINATION

Leon County may terminate this Agreement without cause, by giving the Contractor thirty (30) days written notice of termination. Either party may terminate this Agreement for cause by giving the other party hereto thirty (30) days written notice of termination. The County shall not be required to give Contractor such thirty (30) day written notice if, in the opinion of the County, the Contractor is unable to perform its obligations hereunder, or if in the County's opinion, the services being provided are not satisfactory. In such case, the County may immediately terminate the Agreement by mailing a notice of termination to the Contractor.

16. PUBLIC ENTITY CRIMES STATEMENT

In accordance with Section 287.133, Florida Statutes, Contractor hereby certifies that to the best of his knowledge and belief neither Contractor nor his affiliates has been convicted of a public entity crime. Contractor and his affiliates shall provide the County with a completed public entity crime statement form no later than January 15 of each year this Agreement is in effect. Violation of this section by the Contractor shall be grounds for cancellation of this Agreement by Leon County.

17. NON-WAIVER

Failure by the County to enforce or insist upon compliance with any of the terms or conditions of this Agreement or failure to give notice or declare this Agreement terminated shall not constitute a general waiver or relinquishment of the same, or of any other terms, conditions or acts; but the same shall be and remain at all times in full force and effect.

18. REVISIONS

In any case where, in fulfilling the requirements of this Agreement or of any guarantee, embraced in or required thereby it is necessary for the Contractor to deviate from the requirements of the bid, Contractor shall obtain the prior written consent of the County.

19. VENUE

Venue for all actions arising under this Agreement shall lie in Leon County, Florida.

20. CONSTRUCTION

The validity, construction, and effect of this Agreement shall be governed by the laws of the State of Florida.

The remainder of this page intentionally left blank.

AGREEMENT BETWEEN LEON COUNTY AND
BC-0000-09-40

WHERETO, the parties have set their hands and seals effective the date whereon the last party executes this Agreement.

CONTRACTOR

WITNESS:_____ BY:_____
President

WITNESS:_____ DATE_____

(CORPORATE SEAL)

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____day of_____, 20___.

By _____, of _____,
(Name of officer or agent, title of officer or agent) (Name of corporation acknowledging)

a _____ corporation, on behalf of the corporation. He/she is personally
(State or place of incorporation)

known to me or has produced _____as identification.
(type of identification)

_____
Signature of Notary

_____
Print, Type or Stamp Name of Notary

_____
Title or Rank

_____
Serial Number, If Any

AGREEMENT BETWEEN LEON COUNTY AND
BC-0000-09-40

LEON COUNTY, FLORIDA

BY:_____
Bryan Desloge, Chairman
Board of County Commissioners

DATE:_____

ATTEST:
BOB INZER, CLERK OF THE COURT
LEON COUNTY, FLORIDA

By:_____

APPROVED AS TO FORM:
LEON COUNTY ATTORNEY'S OFFICE

By:_____
Herbert W.A. Thiele, Esq.
County Attorney

STATEMENT OF NO BID

We, the undersigned, have declined to respond to the above referenced RFP for the following reasons:

_____ We do not offer this service

_____ Our schedule would not permit us to perform.

_____ Unable to meet specifications

_____ Others (Please Explain)

_____

_____

_____

_____

We understand that if the no-bid letter is not executed and returned, our name may be deleted from the list of qualified bidders for Leon County.

Company Name _____

Signature _____

Name (Print/Type) _____

Telephone No. _____

FAX No. _____

SWORN STATEMENT UNDER SECTION 287.133(3)(a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to Leon County Board of County Commissioners

   by_____
   [print individual's name and title]

   for_____
   [print name of entity submitting sworn statement]

   whose business address is: _____

   _____

   and (if applicable) its Federal Employer Identification Number (FEIN) is _____.
   (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn

   statement:_____).

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

   a. A predecessor or successor of a person convicted of a public entity crime: or
   b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact

   business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. [Indicate which statement applies.]

   _____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However there has been a subsequent proceeding before a hearing a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. [Attach a copy of the final order.]

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____
(signature)

Sworn to and subscribed before me this _____ day of _____, 20___.

Personally known _____ OR Produced identification_____
(Type of identification)

_____
NOTARY PUBLIC

Notary Public - State of _____

My commission expires:_____

_____
Printed, typed, or stamped commissioned name of notary public

Form PUR 7068 (Rev 06/11/92)

MINORITY AND WOMEN BUSINESS ENTERPRISE (MWBE) PARTICIPATION PLAN
REQUESTS FOR PROPOSALS (RFP)

Respondent: _____

All respondents, including Minority Business Enterprises (MBEs) and Women Business Enterprises (WBEs), shall complete and submit this M/WBE Participation Plan with their proposal. **This submitted MWBE Participation Plan shall include completion of Tables 2, 3, 4, certification signature and submittal of a Good Faith Effort Statement if necessary (See Section 5).**

"Certified Minority Business Enterprise (MBE) and Women Business Enterprise (WBE)" are firms certified by Leon County or the City of Tallahassee. State of Florida certification of MBE's and WBE's are not accepted by Leon County.

Section 1:
a) Aspirational Targets for M/WBE Participation. The aspirational targets for this project are identified in Table 1.

Table 1
Aspirational Targets

M/WBE Classification	Aspirational Targets
1. Certified Minority Business Enterprises (MBE)	18% of the total anticipated contract value; and
2. Certified Women Business Enterprises (WBE)	9% of the total anticipated contract value

b) MWBE Points. As part of the selection process for the project, the evaluation process will include a maximum MWBE utilization total score of ten (10) points as listed in Table 2 below.

Table 2
Points for MBE and WBE Participation Levels
(Professional Services Sub-consultant)M/WBE Participation LevelsPoints

Please check the appropriate box to designate the level of participation that will be a contractual commitment. MINORITY/WOMEN BUSINESS ENTERPRISE PARTICIPATION PLAN	Points
☐ The Respondent certifies that they will meet or exceed both aspirational targets through subcontracting to certified MBE and WBE firms.	10
☐ The Respondent certifies that they will meet at least 50% of both aspirational targets through subcontracting to certified MBE and WBE firms and a Good Faith Effort Statement is submitted **based on the guidelines referenced in Section 5 of this Participation Plan.**	8
☐ The Respondent certifies that they will meet at least 20%, but less than 50%, of both aspirational targets through subcontracting to certified MBE and WBE firms and a Good Faith Effort Statement is submitted **based on the guidelines referenced in Section 5 of this Participation Plan.**	6
☐ The Respondent will not meet the aspirational targets in any form and has submitted a Good Faith Effort Statement based on the guidelines referenced in Section 5 of this Participation Plan to be considered a responsive bidder, but shall receive zero points.	0

Section 2 - Respondent's Proposed MBE and WBE Participation. Respondent shall complete Table 3, identifying each certified MBE and/or WBE firm they intend to use on this project. Attach additional sheets as necessary.

Table 3
MBE and WBE Intended Utilization

Firm's Name (Requires Leon County or City of Tallahassee MWBE certification)[1]	Firm's Location Address (Must be in Leon, Gadsden, Jefferson or Wakulla Counties, FL to be certified)	Firm's Telephone Number	Ethnic Group[2] (B, A, H, N, F)	Type of Service to Provide
Minority Business Enterprise(s)				
a.				
b.				
c.				
d.				
e.				
Women Business Enterprise(s)				
a.			F	
b.			F	
c.			F	
d.			F	
e.			F	

[1] Certification – Attach and submit a copy of each MBE and WBE certification with the proposal.
[2] Ethnic Group – Use of the following abbreviations: (a) MBE's include: African American (B), Asian American (A), Hispanic American (H) and Native American (N) owned firms; (b) WBEs include Non-Minority Female (F) owned firms.

If you do not list MBE's and WBE's to meet the listed total aspirational targets, you must complete and submit a **Good Faith Effort** statement. Failure to submit a **Good Faith Effort** statement will result in a non-responsive determination of your submittal, resulting in no consideration of your submittal.

Section 3 - Non-MWBE Subcontractors. Respondent shall complete Table 4 to identify non-MBE's or WBE's subcontractors it anticipates utilizing on the project.

Table 4

Non-MBE and WBE Intended Utilization			
Firm's Name	**Firm's Address**	**Firm's Phone #**	**Type of Service to Provide**
a.			
b.			
c.			
d.			
e.			

Section 4 – Certification - The respondent certifies, acknowledges and agrees that: (1) it has read the M/WBE Participation Plan form; (2) the information the respondent has provided in its submitted Participation Plan and attachments thereto are true and correct; and (3) the undersigned is authorized on behalf of the respondent to make such certification.

Signature _____ Title_____ Date_____

Section 5 - General Good Faith Effort Guidelines - A Good Faith Effort statement is required if the Plan does not meet the aspirational target(s) for M/WBE utilization. All respondents, including MBEs and WBEs, shall either meet the aspirational targets or demonstrate in their bid response that a good faith effort was made to meet the aspirational targets. **Failure to submit such Good Faith Effort statement will result in the RFP being non-responsive.** Policy examples of good faith efforts that respondents can use to demonstrate the good faith efforts they have made follow:

1. Advertising for participation by M/WBEs in non-minority and minority publications within the Market Area, including a copy of the advertisement and proof of the date(s) it appeared – or by sending correspondence, no less than ten (10) days prior to the submission deadline, to all M/WBEs referred to the respondent by the MWSBE Division for the goods and services to be Subcontracted and/or Supplied.
2. Documenting that the bidding Prime Contractor provided ample time for potential MBE and WBE Subcontractors to respond to bid opportunities, including a chart outlining the schedule/time frame used to obtain bids from MBE and WBE Vendors as applicable to the Aspirational Target.
3. Contacting the MWSBE Division for a listing of available M/WBEs who provide the services needed for the bid or proposal.
4. Contacting MBEs and WBEs who provide the services needed for the bid or proposal, including a list of all M/WBEs that were contacted and the method of contact.
5. Documenting follow-up telephone calls with potential M/WBE Subcontractors encouraging their participation.
6. Allowing potential M/WBE Subcontractors to review bid specifications, blueprints and all other Bid/RFP related items at no charge to the M/WBEs.
7. Contacting the MWSBE Division, no less than five (5) business days prior to the Bid/RFP deadline, regarding problems the respondent is having in reaching the Aspirational Targets.
8. Other documentation indicating their Good Faith Efforts to meet the aspirational targets.

EQUAL OPPORTUNITY/AFFIRMATIVE ACTION STATEMENT

1. The contractors and all subcontractors hereby agree to a commitment to the principles and practices of equal opportunity in employment and to comply with the letter and spirit of federal, state, and local laws and regulations prohibiting discrimination based on race, color, religion, national region, sex, age, handicap, marital status, and political affiliation or belief.

2. The contractor agrees to comply with Executive Order 11246, as amended, and to comply with specific affirmative action obligations contained therein.

Signed: _____

Title: _____

Firm: _____

Address: _____

_____

INSURANCE CERTIFICATION FORM

To indicate that Bidder/Respondent understands and is able to comply with the required insurance, as stated in the bid/RFP document, Bidder/Respondent shall submit this insurances sign-off form, signed by the company Risk Manager or authorized manager with risk authority.

A. Is/are the insurer(s) to be used for all required insurance (except Workers' Compensation) listed by Best with a rating of no less than A:VII?

☐ YES ☐ NO

Commercial General Liability: Indicate Best Rating: _____
Indicate Best Financial Classification: _____

Business Auto: Indicate Best Rating: _____
Indicate Best Financial Classification: _____

---

1. Is the insurer to be used for Workers' Compensation insurance listed by Best with a rating of no less than A:VII?

☐ YES ☐ NO

Indicate Best Rating: _____
Indicate Best Financial Classification: _____

If answer is NO, provide name and address of insurer:

_____

_____

_____

2. Is the Respondent able to obtain insurance in the following limits (next page) as required for the services agreement?

☐ YES ☐ NO

Insurance will be placed with Florida admitted insurers unless otherwise accepted by Leon County. Insurers will have A.M. Best ratings of no less than A:VII unless otherwise accepted by Leon County.

Required Coverage and Limits

The required types and limits of coverage for this bid/request for proposals are contained within the solicitation package. Be sure to carefully review and ascertain that bidder/proposer either has coverage or will place coverage at these or higher levels.

Required Policy Endorsements and Documentation

Certificate of Insurance will be provided evidencing placement of each insurance policy responding to requirements of the contract.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the County. At the option of the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials,

employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Endorsements to insurance policies will be provided as follows:

Additional insured (Leon County, Florida, its Officers, employees and volunteers) - General Liability & Automobile Liability

Primary and not contributing coverage- General Liability & Automobile Liability

Waiver of Subrogation (Leon County, Florida, its officers, employees and volunteers)- General Liability, Automobile Liability, Workers' Compensation and Employer's Liability

Thirty days advance written notice of cancellation to County - General Liability, Automobile Liability, Worker's Compensation & Employer's Liability.

Please mark the appropriate box:

Coverage is in place ☐ Coverage will be placed, without exception ☐

The undersigned declares under penalty of perjury that all of the above insurer information is true and correct.

Name _____ Signature _____
Typed or Printed

Date _____ Title _____
(Company Risk Manager or Manager with Risk Authority)

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
And OTHER RESPONSIBILITY MATTERS
PRIMARY COVERED TRANSACTIONS**

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

   a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;

   b) Have not within a three-year period preceding this been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statues or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

   c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of these offenses enumerated in paragraph (1)(b) of this certification; and

   d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

3. No subcontract will be issued for this project to any party which is debarred or suspended from eligibility to receive federally funded contracts.

_____
Signature

_____
Title

_____
Contractor/Firm

_____
Address

AFFIDAVIT CERTIFICATION
IMMIGRATION LAWS

Leon County will not intentionally award County contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324 A(e) (Section 274a(e) of the Immigration and Nationality Act ("INA").

Leon County may consider the employment by any Contractor of Unauthorized Aliens a violation of Section 274A(e) of the INA. **Such violation by the Recipient of the employment provision contained in Section 274A(e) of the INA shall be ground for unilateral cancellation of the contract by Leon County.**

BIDDER ATTESTS THAT THEY ARE FULLY COMPLIANT WITH ALL APPLICABLE IMMIGRATION LAWS (SPECIFICALLY TO THE 1986 IMMIGRATION ACT AND SUBSEQUENT AMENDMENTS).

Company Name: _____

Signature: _____ Title: _____

STATE OF _____
COUNTY OF _____

Sworn to and subscribed before me this _____ day of _____, 20__.

Personally known _____

_____
NOTARY PUBLIC

OR Produced identification_____

Notary Public - State of _____

_____
(Type of identification)

My commission expires:_____

_____
Printed, typed, or stamped
commissioned name of notary public

The signee of this Affidavit guarantees, as evidenced by the sworn affidavit required herein, the truth and accuracy of this affidavit to interrogatories hereinafter made.

LEON COUNTY RESERVES THE RIGHT TO REQUEST SUPPORTING DOCUMENTATION, AS EVIDENCE OF SERVICES PROVIDED, AT ANY TIME.

LOCAL VENDOR CERTIFICATION

The undersigned, as a duly authorized representative of the vendor listed herein, certifies to the best of his/her knowledge and belief, that the vendor meets the definition of a "Local Business." For purposes of this section, "local business" shall mean a business which:

a) Has had a fixed office or distribution point located in and having a street address within Leon, Gadsden, Wakulla, or Jefferson County for at least six (6) months immediately prior to the issuance of the request for competitive bids or request for proposals by the County; and

b) Holds any business license required by the County, and, if applicable, the City of Tallahassee; and

c) Is the principal offeror who is a single offeror; a business which is the prime contractor and not a subcontractor; or a partner or joint venturer submitting an offer in conjunction with other businesses.

Please complete the following in support of the self-certification and submit copies of your County and City business licenses. Failure to provide the information requested will result in denial of certification as a local business.

Business Name:	Phone:
Current Local Address:	Fax:
If the above address has been for less than six months, please provide the prior address. Length of time at this address	

_____ Signature of Authorized Representative

_____ Date

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____day of_____, 20___.
By _____, of _____,
(Name of officer or agent, title of officer or agent) (Name of corporation acknowledging)
a _____ corporation, on behalf of the corporation. He/she is personally known to me
(State or place of incorporation)
or has produced _____as identification.
(type of identification)

_____
Signature of Notary

_____
Print, Type or Stamp Name of Notary

_____
Title or Rank

_____
Serial Number, If Any

Return Completed form with supporting documents to:

Leon County Purchasing Division
2284 Miccosukee Road
Tallahassee, Florida 32308