

RFP REGISTRATION

You MUST register using this form in order to receive notice of any addenda to these documents. Please fax the completed form to the Procurement Division as soon as possible. It is the vendor's responsibility to verify if addenda have been issued.

RFP Number and Title: 12-045, Advertising and Related Marketing Services

Description: Provide professional advertising and related marketing services for the Polk County Sports Marketing, Polk County Visitors & Convention Bureau and Tourist Development Council.

Receiving Period: Prior to 2:00 p.m., Wednesday, March 14, 2012

Bid Opening: Wednesday, March 14, 2012 at 2:00 p.m. or as soon as possible thereafter.

This form is for RFP registration only. Please scroll down for additional information.

Special Instructions: N/A

**RFP REGISTRATION
FAX THIS FORM BACK IMMEDIATELY
FAX: (863) 534-6789**

Carefully complete this form and mail or fax it to the Procurement Division. You must submit one form for each bid that you are registering for.

Company Name: _____

Contact Person: _____

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Phone: _____ Fax: _____ E-mail: _____

Cut along the outer border and affix this label to your sealed envelope to identify it as a "Sealed RFP". Be sure to include the name of the company submitting the RFP where requested.

SEALED RFP • DO NOT OPEN

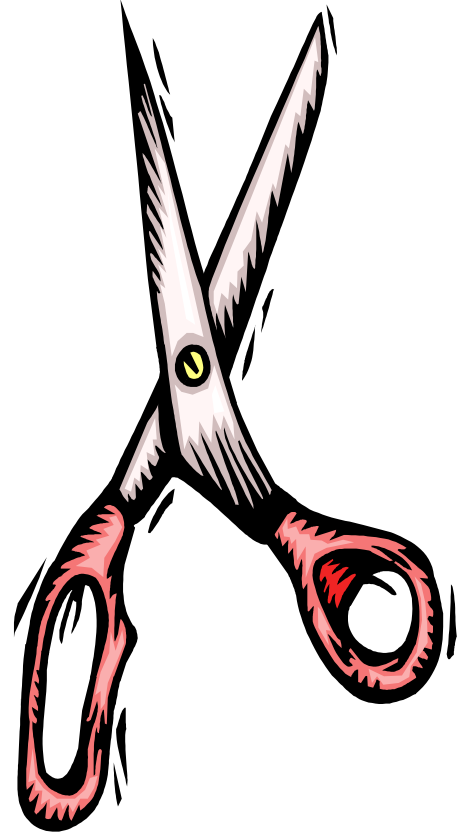
SEALED RFP NO.: 12-045

RFP TITLE: Advertising and Related Marketing Services

DUE DATE/TIME: March 14, 2012 prior to 2:00 p.m.

SUBMITTED BY: _____
(Name of Company)

DELIVER TO: PROCUREMENT DIVISION
330 West Church Street, Room 150
Bartow, Florida 33830



POLK COUNTY BOARD OF COUNTY COMMISSIONERS

**Procurement Division
Fran McAskill
Procurement Director**

REQUEST FOR PROPOSAL 12-045 ADVERTISING AND RELATED MARKETING SERVICES

Sealed proposals will be received in the Procurement Division, **March 14, 2012 prior to 2:00 p.m.**

Attached are important instructions and specifications regarding responses to this Request for Proposal (the "RFP"). The failure of a responding proposer (a "Proposer") to follow these instructions could result in Proposer disqualification from consideration for a contract to be awarded pursuant to this RFP.

This document is issued by Polk County (the "County") which is the sole distributor of this RFP and all addenda and changes to the RFP documents. The County shall record its responses to inquiries and provide any supplemental instructions or additional documents pertaining to this RFP in the form of written addenda to the RFP. The County shall post all such addenda, together with any other information pertaining to this RFP, on the County's website at www.polk-county.net "Procurement & Bids." It is the sole responsibility of each Proposer to review the website prior to submitting a responsive proposal (a "Proposal") to this RFP to ensure that that the Proposer has obtained all available instructions, addenda, changes, supporting documents, and any other information pertaining to this RFP.

The County is not responsible for any solicitations issued through subscriber, publications, or other sources not connected with the County and the Proposer should not rely on such sources for information regarding the RFP solicitation.

Questions regarding this RFP must be in writing and must be sent to Carolyn Cusano Procurement Specialist, via email at carolyncusano@polk-county.net or via fax at (863) 534-6789. All questions must be received by Thursday, March 1, 2012.

Proposers and any prospective proposers shall not contact, communicate with or discuss any matter relating in any way to this RFP with any member of the Polk County Board of County Commissioners or any employee of Polk County other than the County Procurement Director or the individual designated above. This prohibition begins with the issuance of the Request for Proposal and ends upon completion of the protest period. Any such communication initiated by a Proposer or prospective proposer shall be grounds for disqualifying the offender from consideration for a contract to be awarded pursuant to this RFP and for contracts to be awarded pursuant to RFPs or Requests for Bid that the County may issue in the future.

A Proposer's responsive Proposal to this RFP may be mailed, express mailed, or hand delivered to:

**Procurement Division
330 West Church Street, Room 150
Bartow, Florida 33830**

INTRODUCTION

Polk County, a political subdivision of the State of Florida, is soliciting proposals from qualified firms for professional advertising and related marketing services for the Tourist Development Council: Central Florida's Polk County Visitors & Convention Bureau and Polk County Sports Marketing.

SCOPE OF SERVICES

Tourist Development Program

Participate in development of annual and long range marketing plans including branding and positioning, product development, creative advertising strategies and recommending media mix. Design and production of print, outdoor, online and broadcast advertisements, and collateral materials. Research and develop special promotions to stimulate tourism industry sales directed at consumer, trade, sports and international marketing, including creating co-operative advertising opportunities between the Tourist Development Council and its private sector industry partners. Location of personnel will be a factor and Polk County's preference is that the firm maintain an office within 45 miles of Polk County.

The approximate budget range is \$120,000 - \$150,000 per year, which covers agency compensation. The cost for media purchase and collateral printing is not included in this figure. Tourism and Sports Marketing pays net rate for media purchases.

AGREEMENT

The term of the Agreement will be for six (6) years. The initial term shall be for three (3) years. The County shall have the option of extending the Agreement for three (3) one (1) year terms at the same terms and conditions by giving the Consultant written notice not less than thirty (30) days prior to the expiration of the initial term.

SUBMITTAL

Submittals should not contain information in excess of that requested, must be concise, and must specifically address the issues of this RFP. The responses shall be in the same order as the selection and evaluation procedures. Proposals are to be printed double-sided. Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective response to this solicitation are not desired and may be construed as an indication of the proposer's lack of cost consciousness. Elaborate artwork, expensive visual aids, and other presentation aids are neither necessary nor desired, unless specifically requested. The proposal responses shall be contained within a three (3) ring binder. Each proposal shall contain:

Tab 1, Introduction:

- Transmittal letter – include a transmittal letter showing the company name, name of person who can bind the company, address, telephone number, and email address of primary contact. (One page only, single or double sided)
- A summary of the firm's experience and organization – listing in-house, full service capabilities. (One page only, single or double sided)

Tab 2, Past Experience and Expertise:

- Resumes of key employees providing the requested services, detailing past experience as it relates to Tourism Advertising and Related Marketing Services preparation. (One page for each employee only, single or double sided)
- List a maximum of six (6) like projects, preferably during the past five (5) years to indicate proficiency in similar work. At least two (2) projects should be within the southeast area of the United States. The list of references, corresponding to the projects, shall include current contact person and telephone number. (One page per project only, single or double sided)

Tab 3, Cost of Services:

- Provide a breakdown of cost of services for advertising/graphic design services and web services. (One page only, single or double sided)

NOTE: Vendors must possess a Polk County Local Business Tax Receipt (f/k/a Business License) in order to do business with the Polk County Board of County Commissioners. A copy of such license must be provided to the Procurement Division before award is made to the successful vendor.

EVALUATION OF PROPOSALS

A Selection Committee will review proposals that are received. Proposals that are non-responsive to the above requirements shall not be included for evaluation for possible short-listing.

Each Selection Committee member shall score each Proposal on the following evaluation criteria:

- | | |
|--|-----------|
| ➤ Experience and Expertise (Tab 2) | 35 points |
| ➤ Technical and Personnel Resources (Tab 2) | 20 points |
| ➤ Proficiency in Similar Projects/References (Tab 2) | 25 points |
| ➤ Location of Personnel (Tab 1) | 10 points |

Each Selection Committee member shall determine which of the following descriptions applies to each of the foregoing Proposal evaluation criteria:

- **EXCELLENT (1.0):** *Of the highest or finest quality; exceptional; superior; superb; exquisite; peerless.*
Proposer provided information for a given criteria that satisfied the requirements and described specifically how and what will be accomplished in such a manner that exhibited an *exceptional* and *superior* degree of understanding, skill, and competency, both qualitatively and quantitatively. The facts included in the narrative description (including all supporting documentation, diagrams, drawings, charts and schedules, etc.) demonstrated the Proposer's ability to perform and deliver far beyond expectation.
- **VERY GOOD (0.8):** *To a high degree; better than or above competent and/or skillful.*
Proposer provided information for a given criteria that satisfied the requirements and described specifically how and what will be accomplished in such a manner that exhibited a *very high degree* of understanding, skill and competency, both qualitatively and quantitatively. The facts included in the narrative description (including all supporting documentation, diagrams, drawings, charts and schedules, etc.) demonstrated the Proposer's ability to perform and deliver beyond expectation.
- **GOOD (0.6):** *Having positive or desirable qualities; competent; skilled; above average.*
Proposer provided information for a given criteria that satisfied the requirements and described specifically how and what will be accomplished in such a manner that exhibited a *skillful* and *above average* degree of understanding, skill and competency, both qualitatively and quantitatively. The facts included in the narrative description (including all supporting documentation, diagrams, drawings, charts and schedules, etc.) demonstrated the Proposer's ability to perform and deliver at the expected level.
- **FAIR (0.4):** *Average; moderate; mediocre; adequate; sufficient; satisfactory; standard.*
Proposer provided information for a given criteria that satisfied the requirements and described *sufficiently* how and what will be accomplished in a manner that exhibited an *adequate* and *average* degree of understanding, skill and competency, both qualitatively and quantitatively. The facts included in the narrative description (including all supporting documentation, diagrams, drawings, charts and schedules, etc.) demonstrated

the Proposer's ability to perform and deliver at a level slightly below expectation.

- **POOR (0.2):** *Inadequate; lacking; inferior in quality; of little or less merit; substandard; marginal.*
Proposer provided information for a given criteria that did not satisfy the requirements and described in an *inadequate* manner how and what will be accomplished. The information provided simply reiterated a requirement, contained inaccurate statements or references, lacked adequate information, or was of *inferior* quality. The facts included in the narrative description (including all supporting documentation, diagrams, drawings, charts and schedules, etc.) demonstrated the Proposer's ability to perform and deliver at a *substandard* and *inferior* level.
- **UNACCEPTABLE (0.0):**
Proposer failed to provide any information for a given criteria, provided information that could not be understood, or did not provide the information for a given category as requested.

After a Selection Committee member has determined the description applicable to the Proposal evaluation criteria, the number of points available for each criterion (e.g., 35 points for "Experience and expertise") shall be multiplied by the factor associated with the applicable description (e.g., the multiplier of 0.8 for the "Very Good" description) to produce the number of points allocated for that evaluation criterion. For example, a Selection Committee member classifies the Experience and expertise criterion of Proposal #1 as "Very Good." The points that Selection Committee member allocated for that evaluation criterion would be 28, calculated as follows: 35 available points x 0.8 applicable description multiplier = 28 points).

A Selection Committee member's total score for each Proposal shall equal the sum of the total points allocated for each evaluation criteria, plus a score assigned to a Price evaluation criterion that is calculated as stated in the next paragraph.

The Procurement Manager shall assign a score to a Price evaluation criterion of each Proposal utilizing a mathematical distribution of the total points available for this evaluation criterion (10 points) that is allocated based upon the spread between the lowest submitted Price and the highest submitted Price. When all Selection Committee members have completed their Proposal evaluations, the individual Selection Committee members' total scores for each Proposal will be added together to produce a final score for each Proposal.

The Procurement Manager will confirm the calculations for the final score of each Proposal, then publish a rank-ordered listing of the Proposals to the Selection Committee with the Proposal receiving the highest point score designated as the highest ranked Proposal.

The County reserves the following rights:

- Conduct pre-award discussion with any or all, responsive and responsible proposers who submit proposals determined to be reasonably acceptable of being selected for award; conduct personal interviews or require presentations of any or all proposers prior to selection. (Selection Committee, Procurement Director)
- Request that proposer(s) modify their proposal to more fully meet the needs of the County or to furnish additional information as the County may reasonably require. (Selection Committee, Procurement Director)
- Accord fair and equal treatment with respect to any opportunity for discussions and revisions of proposals. Such revisions may be permitted after submission of proposals and prior to award. (Selection Committee, Procurement Director)
- Process the selection of the successful proposer without further discussion. (Selection Committee, Procurement Director)
- Accept or reject qualifications or proposals in part or in whole. (Selection Committee, Procurement Director)
- Request additional qualification information. (Selection Committee, Procurement Director)
- Limit and/or determine the actual contract services to be included in a contract, if applicable. (User Division, Procurement Director)
- Obtain information for use in evaluating submittals from any source. (Contract Manager, Procurement Director)
- Waive any irregularity in any proposal, or reject any or all submittals, should it be deemed in the best interest of Polk County to do so. (Procurement Director)
- The County shall be the sole judge of proposers' qualifications. (Selection Committee, Procurement Director)

SUBMITTAL OF PROPOSALS

Interested parties are invited to submit one (1) original marked **ORIGINAL** and six (6) copies marked **COPY** of their proposal in a sealed envelope to the Procurement Division. The envelope should be labeled "**RFP #12-045, Advertising and Related Marketing Services**" and marked with the respondents name and address. The Proposals may be mailed or delivered to:

**Polk County Procurement Division
330 West Church Street, Room 150
Bartow, FL 33830**

The submittal shall be received by the County only at the above address prior to **2:00 p.m., Wednesday, March 14, 2012.**

The delivery of the submittal on the above date and prior to the specified time is solely the responsibility of the respondent.

The submittal may be withdrawn either by written notice to the Procurement Director or in person, if properly identified, at any time prior to the above submittal deadline.

GENERAL CONDITIONS

CONTACT

After the issuance of any Request for Proposal, prospective proposers shall not contact, communicate with or discuss any matter relating in any way to the Request for Proposal with the Board of County Commissioners or any employee of Polk County other than the Procurement Director or as directed in the cover page of the Request for Proposal. This prohibition begins with the issuance of any Request for Proposal and ends upon completion of the protest period. Such communications initiated by a proposer **shall** be grounds for disqualifying the offending proposer from consideration for award of the proposal and/or any future proposal.

INSURANCE REQUIREMENTS

The selected firm, if any, shall maintain, at all times, the following minimum levels of insurance and; shall, without in any way altering their liability, obtain, pay for and maintain insurance for the coverage's and amounts of coverage not less than those set forth below. Provide to the County original Certificates of Insurance satisfactory to the County to evidence such coverage before any work commences. The County, a political subdivision of the State of Florida, must be named as an additional insured with respect to general and automobile liability for all worked performed for Polk County. A waiver of subrogation in favor of Polk County is required for workers' compensation and general liability. All insurance coverage shall be written with a company having an A.M. Best Rating of at least the "A" category and size category of VIII. The firm's self-insured retention or deductible per line of coverage shall not exceed \$25,000 without the permission of the County. In the event of any failure by the firm to comply with the provisions; the County may, at its option, on notice to the firm suspend the project for cause until there is full compliance. Alternatively, the County may purchase such insurance at the firm's expense, provided that the County shall have no obligation to do so and if the County shall do so, the firm shall not be relieved of or excused from the obligation to obtain and maintain such insurance amounts and coverages.

Workers' Compensation and Employer's Liability Insurance providing statutory benefits, including those that may be required by any applicable federal statute:

Admitted in Florida	Yes
Employer's Liability	\$100,000
All States Endorsement	Statutory
Voluntary Compensation	Statutory

Commercial General Liability Insurance. \$1,000,000 combined single limit of liability for bodily injuries, death, and property damage, and personal injury resulting from any one occurrence, including the following coverages:

Premises and Operations:

Broad Form Commercial General Liability Endorsement to include blanket contractual liability (specifically covering, but not limited to, the contractual obligations assumed by the Firm); Personal Injury (with employment and contractual exclusions deleted) and Broad Form Property Damage coverages;
Independent Contractors;

Independent Contractors:

Delete Exclusion relative to Collapse, Explosion and Underground Property Damage Hazards; and Cross Liability Endorsement.

Comprehensive Automobile Liability Insurance. \$1,000,000 combined single limit of liability for bodily injuries, death, and property damage, and personal injury resulting from any one occurrence, including all owned, hired and non-owned vehicles.

INDEMNIFICATION

The firm shall, in addition to any other obligation to indemnify the County and to the fullest extent permitted by law, protect, defend (by counsel reasonably acceptable to County) indemnify and hold harmless the County, their agents, elected officials and employees from and against all claims, actions, liabilities, losses, costs, (including attorney's fees) including, but not limited to, any actual or alleged bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting therefrom, or any other damage or loss arising out of or resulting from or claims to have resulted in whole or in part from any actual or alleged act or omission of the consultant, any subcontractor, anyone directly or indirectly employed by any of them, of anyone for whose acts any of them may be liable in the performance of the work; or violation of law, statute, ordinance, governmental administration order, rule, regulation or infringement of patent rights by the firm in the performance of the work; or liens, claims or actions made by the firm or any subcontractor or other party performing the work.

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/proposal 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, supplier, 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. By submitting this proposal, the proposer hereby certifies that they have complied with said statute.

EQUAL OPPORTUNITY/AFFIRMATIVE ACTION

The County is an equal opportunity/affirmative action employer. The County is committed to equal opportunity employment effort; and expects firms that do business with the County to have a vigorous affirmative action program.

WOMEN/MINORITY BUSINESS ENTERPRISE OUTREACH

The County hereby notifies all Proposers that W/MBE's are to be afforded a full opportunity to participate in any request for proposal by the County and will not be subject to discrimination on the basis of race, color, sex or national origin.

AFFIRMATION

By submitting his/her proposal, the Proposer affirms that the proposal is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; the Proposer has not directly or indirectly induced or solicited any other person to submit a false or sham proposal; the Proposer has not solicited or induced any person, firm or corporation to refrain from submitting a proposal; and the Proposer has not sought by collusion to obtain for him/herself any advantage over other persons or over the County.

DEVELOPMENT COSTS

Neither the County nor its representative(s) shall be liable for any expenses incurred in connection with preparation of a response to the RFP. Proposers should prepare their proposals simply and economically, providing a straightforward and concise description of the proposer's ability to meet the requirements of the RFP.

ADDENDA

The County may record its responses to inquiries and any supplemental instructions in the form of written addenda. The addenda will be posted on the County's website at www.polk-county.net "Procurement & Bids." It is the sole responsibility of the proposers to check the website to ensure that all available information has been received prior to submitting a proposal.

CODE OF ETHICS

If any proposer violates or is a party to a violation of the code of ethics of Polk County or the State of Florida, with respect to this proposal, such proposer may be disqualified from performing the work described in this proposal or from furnishing the goods or services for which the proposal is submitted and shall be further disqualified from bidding on any future proposals for work, goods, or services for the County.

DRUG FREE WORKPLACE

Preference shall be given to businesses with Drug Free Workplace (DFW) programs. Whenever two or more proposals, which are equal with respect to price, quality and service, are received by the County for the procurement of commodities or contractual services, a proposal received from a business that has provided a statement that it is a DFW shall be given preference in the award process.

APPLICABLE LAWS AND COURTS

This RFP and any resulting agreements shall be governed in all respects by the laws of the State of Florida and any litigation with respect thereto shall be brought only in the courts of Polk County, State of Florida or the Middle District of Florida, Hillsborough County, Florida. The proposer shall comply with all applicable federal, state and local laws and regulations.

CONTRACT

All contracts are subject to final approval of the Polk County Board of County Commissioners. Persons or firms which incur expenses or change position in anticipation of a contract prior to the Board's approval do so at their own risk.

PROPOSAL ACCEPTANCE PERIOD

A proposal shall be binding upon the offeror and irrevocable by it for ninety (90) calendar days following the proposal opening date. Any proposal in which offeror shortens the acceptance period may be rejected.

ADDITION/DELETION

The County reserves the right to add to or delete any item from this proposal or resulting agreements when deemed to be in the best interest of the County.

PROPRIETARY INFORMATION

In accordance with Chapter 119 of the Florida Statutes (Public Records Law), and except as may be provided by other applicable State and Federal Law, all proposers should be aware that Request for Proposals and the responses thereto are in the public domain. However, the proposers are **required** to **identify specifically** any information contained in their proposals which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, **citing specifically the applicable exempting law.**

All proposals received from proposers in response to this Request for Proposal will become the property of the County and will not be returned to the proposers. In the event of contract award, all documentation produced as part of the contract will become the exclusive property of the County.

REVIEW OF PROPOSAL FILES

In accordance with Chapter 119.07 of the Florida Statutes, the responses received for this request for proposal may be reviewed ten (10) days after the proposal opening date. The proposal files may be examined during normal working hours by appointment.

UNAUTHORIZED ALIEN(S)

The vendor 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, the successful firm will complete and submit the attached form "AFFIDAVIT CERTIFICATION IMMIGRATION LAWS."

Employers may avail themselves of a program by the U.S. Immigration and Customs Enforcement called E-Verify. E-Verify is an Internet-based system operated by U.S. Citizenship and Immigration Services (USCIS), part of the Department of Homeland Security (DHS), in partnership with the Social Security Administration (SSA). E-Verify is currently free to employers. E-Verify provides an automated link to Federal databases to help employers determine employment eligibility of new hires and the validity of their Social Security numbers.

If your company wishes to avail themselves of this program, you can register online for E-Verify at <https://www.vis-dhs.com/EmployerRegistration>, which provides instructions for completing the registration process. At the end of the registration process, you will be required to sign a Memorandum of Understanding (MOU) that provides the terms of agreement between you as the employer, the SSA, and DHS. An employee who has signatory authority for the employer can sign the MOU. Employers can use their discretion in identifying the best method by which to sign up their locations for E-Verify. To find out more about E-Verify, please visit www.dhs.gov/e-verify or contact USCIS at **1-888-464-4218**.

LIMITATIONS

The County reserves the right to revise, amend or withdraw this proposal at any time to protect its interest. Proposers will not be compensated by the County for costs incurred in preparation of responses to this RFP.

AFFIDAVIT CERTIFICATION IMMIGRATION LAWS

SOLICITATION NO.: _____ PROJECT NAME: _____

POLK 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").

POLK 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 PROVISIONS CONTAINED IN SECTION 274A(e) OF THE INA SHALL BE GROUNDS FOR UNILATERAL CANCELLATION OF THE CONTRACT BY POLK 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	Date
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STATE OF: _____

COUNTY OF: _____

The foregoing instrument was signed and acknowledged before me this ____ day of _____, 20____,

by _____ who has produced

(Print or Type Name)

_____ as identification.
(Type of Identification and Number)

Notary Public Signature

Printed Name of Notary Public

Notary Commission Number/Expiration