

**REQUEST FOR QUALIFICATIONS
MEDIA BUYING – MARKETING &
ADVERTISING SERVICES**



RFQ #: AP 52-12

PROPOSAL DUE: SEPTEMBER 21, 2012 @ 4:00 P.M.

REQUEST FOR QUALIFICATIONS FOR MEDIA BUYER – MARKETING ADVERTISING SERVICES FOR OKALOOSA COUNTY AIRPORTS

The Okaloosa County Board of County Commissioners under the provisions of Section 287.055, Florida Statutes and County policy, request qualifications from professional firms to provide Media Buying – Marketing/Advertising services for the Okaloosa County Airports.

It is the intent of the Board to enter into contract negotiations with one of more firms to accomplish the stated objective.

Firms desiring consideration should provide an original and four (4) copies of their statement of qualifications/proposal. Guidelines detailing form and content requirements for the statement of qualifications/proposal are available by contacting Richard L. Brannon, Purchasing Director, 602-C North Pearl St., Crestview FL 32536 or 850-689-5960.

Proposals must be delivered to the Okaloosa County Purchasing Department at the address below no later than **4:00 p.m. (CST), September 21, 2012** in order to be considered.

All proposals must be in sealed envelopes reflecting on the outside thereof **“Proposal for Media Buying – Marketing/Advertising Services for Okaloosa County Airports. Proposal to be opened at 4:00 p.m., (CST), on September 21, 2012.**

All proposals should be addressed as follows:

Okaloosa County Purchasing Department
Richard L. Brannon
602-C North Pearl St.
Crestview FL 32536

//Signed//
Richard L. Brannon
Purchasing Director

08/29/2012
Date

BOARD OF COUNTY COMMISSIONERS
OKALOOSA COUNTY

Don R. Amunds
Chairman

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Bid proposals for the Northwest Florida Regional Airport

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OKALOOSA COUNTY AIRPORTS REQUEST FOR PROPOSALS

SECTION ONE

INTRODUCTION

1. REQUEST

1.1 This document is a request for proposals/qualifications from individuals and/or organization(s) that possess any combination of the General Scope of Work below.

1.2 For ease of use, this document is divided into the following sections:

Section One	Introduction - Background - General Scope of Work
Section Two	Proposal Instructions
Section Three	Contractual Requirements
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2. BACKGROUND – The Okaloosa County Airports are comprised of three airports; the Crestview/Bob Sikes Airport, the Destin Airport, and the Northwest Florida Regional Airport. The Northwest Florida Regional Airport, a small hub facility, provides air transportation for all of Northwest Florida from east to Pensacola to west Panama City. Currently, four commercial airlines operate from the Northwest Florida Regional Airport, carrying over 850,000 passengers per year. This traffic consists mainly of originating and departing passengers utilizing fifty-four daily flights offered by American Eagle, United, Delta Air Lines, and US Airways. The passenger terminal consists of a two-level main terminal building containing various passenger and baggage process facilities, including ticketing and baggage check-in, baggage claim, baggage make-up, and concessions. Ticketing, baggage check-in, baggage claim, and certain concessions such as the rental cars are on the first floor. Food, beverage, news and gifts concessions are located on the first & second floors.

The County wishes to promote and advertise primarily to adults and families with discretionary travel dollars (the leisure market) and to travel industry professionals such as group meeting planners, and travel agents. The primary goal of the Airport is to increase both in-bound and out-bound passenger traffic at Airport as well as non-aeronautical revenue which will enhance the continual economic benefit of the community and all tourism stakeholders.

3. GENERAL SCOPE OF WORK

- 3.1 The County desires to services of a Media Buyer Marketing/Advertising with at least five (5) years of airport experience in buying media, developing strategic advertising plans, designing creative advertising concepts and materials to implement those plans and producing or coordinating the production of the advertising.
- 3.2 The period of this contract shall be for one (1) three (3) year period (**October 1, 2012 – September 30, 2015**). This contract may be renewed for up to an additional three (3) year term if in written agreement by both parties. Either party may cancel this contract by 60-day written notification. The current (FY 2012) media buying advertising budget is approximately \$350,000 per year.
 - 3.2.1 This budget is subject to the availability of funds.
- 3.3 There are a number of state statutes and airport policies pertaining to the selected advertising agency/agencies/individuals/company. It is important that each potential service provider be familiar with them:
 1. The agency shall not hold or acquire an account of any competing county, city, region or organization representing other airports within the Northwest Florida area (Escambia County, Santa Rosa County, Okaloosa County, Walton County & Bay County).
 2. The Airport is to be advised of all new business solicitations by the agency which could be perceived to constitute a conflict of interest.
 3. As an agency of the State of Florida, there are state regulations that prohibit advance payment of goods and services. Therefore, an agency handling the account must be **financially able** to pay media and production bills with a full understanding that it will not be reimbursed until such time as the service has been performed and/or the promotion/advertisement has appeared. Bills are paid promptly upon receipt of proof of performance (within thirty (30) days or less if applicable).
 4. The agency must agree to permit complete audits of its records relating to the Airports account by an authorized representative of the County Finance Office, the Auditor General's Office and/or any other organization that may be authorized.
 5. The County reserves the right to award more than one contract.

Specifications of general interest to submitting agencies:

All work performed above by successful contractor(s) will be owned by Airport.

SECTION TWO

PROPOSAL INSTRUCTIONS

1. SPECIAL INSTRUCTIONS

1.1 The selection process involves two steps. (1) All interested applicants shall submit written answers to the enclosed questionnaire, as well as any additional material they may wish to submit. The replies should be as accurate as possible. The County reserves the right to reject any and all proposals deemed non-responsive, incomplete or financially unsound. (2) A screening committee will then review all acceptable responses and other submitted materials in order to determine a recommended award to be forwarded to the Board for approval. This evaluation will consist of, but may not be restricted to the following points:

- ❖ At a minimum, please include in the proposal, ideas, thoughts and comments by the agency/individual on the following;
- ❖ Experience of the agency/individual recommended to be assigned to the account;
- ❖ Extensive knowledge of Airport advertising and the submitted scope of work;
- ❖ Financial strength and sufficient credit; **(Audited Financial Statements Required)**.
- ❖ Innovative abilities;
- ❖ Overall knowledge of the submitted scope of work;
- ❖ Account mix and billing history of the agency;
- ❖ In-house agency services, i.e., creative services, photo library, production, etc.;
- ❖ Cost negotiation;
- ❖ Group business development;
- ❖ Adequate accounting capability to handle airport requirements for documentation;
- ❖ Discussion of conflict of interest accounts, if selected;
- ❖ Very high inclination to use research in the development of strategic platforms for the basis of any and/or all campaigns;
- ❖ The ability to communicate effectively with the client through one dedicated associate.

- 1.2 The selected agency/individual will be recommended by the Committee to the Okaloosa Board of County Commissioners for final approval. (This process may take several weeks to complete.)
- 1.3 One original and four (4) completed copies of the questionnaire and all attachments (excluding any video/audio recordings the agency may choose to submit) must be in sealed envelopes reflecting on the outside thereof "Proposals for Media Buying – Marketing/Advertising Services for Okaloosa County Airports to be opened @ **4:00 p.m., (CST) September 21, 2012**" and sent to:

Okaloosa County Purchasing Department
Richard L. Brannon
602-C North Pearl St.
Crestview FL 32536

Proposals received after this date and time will not be considered. Proposals will be opened at **4:00 p.m., (CST) September 21, 2012**. **NOTE:** Crestview, Florida is "**not a next day guaranteed delivery location**" by delivery services.

- 1.4 In order for a proposal to be evaluated and considered for award, a potential service provider must respond to this request for proposal by submitting all data required herein. Failure to submit such data may be deemed sufficient cause for disqualification of the proposal from further consideration for award.
- 1.5 **Evaluation/Selection of Proposals** – A Selection Review Committee appointed by the Airports Director will evaluate all proposals received and:
 1. Prepare an alphabetical listing of those proposers determined to be interested and available. Evaluate the proposals meeting minimum submission criteria based upon qualifications and conduct discussions with those firms deemed to be the most highly qualified to provide the services required. Each of the firms will be required to execute the Truth-In-Negotiation certificate as defined in Florida Statutes 287.055. Selection as best qualified will be based on the following considerations:
 - a. Responsiveness of the proposal clearly stating an understanding of the work to be performed for the County.
 - b. Firm's reputation and competence, including technical education and training, experience in airport projects, availability of adequate personnel, equipment and facilities, the extent of repeat business of the firm and, where applicable, the relationship of cost estimates by the firm to actual costs on previous projects.
 - c. Current workload.
 - d. Financial responsibility.
 - e. Past record of professional accomplishments.
 - f. Familiarity with the proposed project area.

- g. Qualifications of personnel assigned to the program.
 - h. Experience with programs similar in size and scope to those herein proposed.
 - i. Firm's capability to meet schedules.
 - j. Willingness to meet time and budget requirements.
 - k. Geographic of the firm.
2. Review of all proposals received will proceed as follows:
- a. The Selection Committee will review all written documents submitted.
 - b. The Committee's ranking of prospective firms shall be based on the firm's capabilities, ability, and adequacy of personnel, past record, recent experience, current workload and location of the firm or individual.
 - c. The Committee may request oral presentations from the top ranked vendors.
3. Negotiations between the Selection Committee and the priority vendors (the vendors ranked highest on the Board approved short list) that will proceed as follows:
- a. Negotiations will be held with the first vendor on the priority list.
 - b. If no tentative agreement can be reached with the 1st vendor, then negotiations will commence with the 2nd vendor on the short list.
 - c. If no tentative agreement can be reached with the 2nd vendor, then negotiations will commence with the 3rd vendor.
 - d. If no tentative agreement is reached with the 3rd vendor, then the Committee shall return to the Board to report such and recommend that a new short list be established from among the other proposals submitted. If for any reason said procedure is not feasible, the committee shall seek direction from the Board as to how to proceed further.
 - e. Okaloosa County reserves the right to negotiate contracts with one or more firms for these services.
4. Presentation of the tentative agreements by the Selection Committee to the Board for approval. The Executive Summary shall inform the Board as to the terms, conditions, and costs associated with the contracts.

5. Upon approval of the agreement by the Board, execution of a formal written agreement prior to commencement of the work associated with the contract.
6. Direct contact one-on-one with the Committee members of the Board of County Commissioners is now allowed. Selection will be on the basis of professional qualifications and experience.

SECTION THREE

CONTRACTUAL REQUIREMENTS

1. **SPECIFICS** – Those interested in handling this account will answer all the questions in sequence as stated on the enclosed questionnaire. Because the questionnaire may be reviewed by a number of people, the applicant is requested to submit one original and four (4) copies of the application and included materials. Questions below might be applicable or not to your specific interest in the Scope of Work.

**MEDIA BUYING–MARKETING/ADVERTISING SERVICES ACCOUNT PROPOSAL
QUESTIONNAIRE**

1. When was your agency/organization established?
2. Please explain your agency's/organization's status; fully independent, a branch office, subsidiary, member of affiliate network, etc. If your agency is a subsidiary, list your parent firm and your agency's relation to it.
3. If you have more than one office, which office would serve the account? (Note: All subsequent responses should relate to this office).
4. Please provide a brief business background and experience summary of each of your key officers and/or department heads.
5. If you acquire our business, will there be a need to hire any new employees? If so, in what discipline would they be employed to accommodate this account?
Note: No contractor paid employees will be allowed to work permanently on site in the County owned facilities.
6. Please outline the airport-related experience of your staff members who would work on this account. (Include experience outside your agency and outside the advertising field).
7. Describe the role of the available research personnel within your creative, promotional, and media departments. How are these personnel used to solve a client's business problems, and how do you plan to increase the promotional aspect of our marketing/advertising funds?
8. What are your capabilities for art production, copy production, promotional items, media purchasing, photography, and media placement?
9. Would your agency be averse to having local advertising/printing companies supply part of the needed materials? Why or why not?
10. Please give us a brief and concise statement of your media buying – marketing/advertising philosophy, taking into consideration the following points and any others you feel are appropriate:

- a. How do you currently measure the effectiveness of your advertising site/research efforts?
- b. What is the method you use for developing media buying – marketing/advertising goals?
11. Include a brief discussion of your media and creative departments' organization/operational structure. What is your marketing philosophy and current use of technology?
12. What procedures do you follow in selecting and developing basic creative promotional strategies, objectives, and appeals?
13. Do you have a specific system for product idea generation? If so, please describe it.
14. What are some of the major contributions you have made to the development of new products for your clients?
15. Do you make adjustments during a campaign? If so, cite specific examples.
16. Please list your agency's bank affiliations, and include an **audited financial statement**.
17. How do you charge for your services? **State law prohibits advance payment for services rendered. It is imperative to know if your agency has sufficient credit to maintain our account, or if it would be necessary to arrange for additional financing. Please submit a financial statement.**
18. What percentage of your billings is fee-structured? Commission-structured? Do you have a size "break" or other qualification for one method or the other? Do you now contract, or have you ever contracted for a commission below 15%? If so, under what circumstances? Net pricing?
19. What is your current experience with developing cooperative advertising programs?
20. If you would like to make any comments indicating how you feel you could contribute to the growth of the airport, please do so.
21. Please identify any accounts you are handling which may be perceived to be in competition with the Airport or which may pose a conflict of interest.
22. Please list a minimum of three current clients, phone numbers, and contact name for us to contact regarding your capabilities and services.
23. Explain in detail how you would bill the airport for work. Include samples to show how invoices will be presented.
24. The yearly media buying advertising budget will not exceed \$350,000 for FY 2013.

SECTION FOUR

SPECIAL CONDITIONS

1. The Board, in its absolute discretion, may reject any proposal of a proposer that has failed, in the opinion of the Board, to complete or perform an Okaloosa County contracted project in a timely fashion or has failed in any other way, in the opinion of the Board, to perform a prior contract in a satisfactory manner, and has directed the Okaloosa County Purchasing Department to emphasize this condition to potential bidders.
2. There is not obligation on the part of the County to award the proposal to the lowest proposer, and the County reserves the right to award the proposal to proposer submitting a responsive proposal with a resulting negotiated agreement which is most advantageous and in the best interest of Okaloosa County, and to reject any and all proposals or to waive any irregularity or technicality in proposals received. Okaloosa County shall be the sole judge and the resulting negotiated agreement that is in its best decision shall be final.
3. The Board of County Commissioners reserves the right to waive any informality or reject any and all proposals, in whole or part, to utilize any applicable state contracts in lieu of or in addition to this proposal and to accept that in its judgment will best serve the interest of the County.
4. The Board of County Commissioners specifically reserves the right to reject any conditional proposal and will normally reject those that made it impossible to determine the true amount of the proposal. Each item must be proposed separately and no attempt is to be made to tie any item or items to any other item or items.
5. The contractor shall be responsible to the Owner for all acts and omissions of his employees of sub-contractors while performing any work related directly or indirectly with the project covered by the contract documents or related instruction and documents.
6. The Owner, without invalidating the contract, may order changes in the work consisting of additions, modifications, or deletions to the contract. The contract price and time of completion will be adjusted accordingly. All such changes in the work shall be authorized in writing and signed by the Airport Director.
7. The contractor shall indemnify and save harmless the Owner, its elected officials, representatives, employees, etc., from all suits, actions, or claims of any character brought about because of any injuries or damages received or sustained by any person or persons on account of the operation of the said contract in the work involved in this contract.
8. For technical information relative to this bid, contact Mike Stenson, Deputy Airport Director, Northwest Florida Regional Airport; phone # (850) 651-7160 X 1004; Fax # (850)-651-7165; E-mail: mstenson@co.okaloosa.fl.us from 8:00 a.m. – 5:00 p.m., Monday – Friday. Any changes by the County to specifications shall be in writing in the form of an addendum and furnished to all bidders. Verbal information obtained otherwise will not be considered in awarding of bid.

9. For information on bid specifications **only**, contact Richard Brannon, Purchasing Director, Okaloosa County Purchasing Department, Phone # (850) 689-5960, Fax # (850) 689-5970, from 8:00 a.m. – 5:00 p.m., Monday – Friday. Any changes by the County to specifications shall be in writing in the form of an addendum and furnished to all bidders. Verbal information obtained otherwise will not be considered in awarding of bid.
10. Bids will not be considered from vendors who are currently involved in financial reorganization or bankruptcy proceedings.
11. **Public Entity Crime Information** - 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, 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.
12. **Conflict of Interest Disclosure Form** - The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. All respondents must disclose with their proposals the name of any officer, director, or agent who is also a public officer or an employee of the Okaloosa Board of County Commissioners, or any of its agencies.

Furthermore, all respondents must disclose the name of any County officer or employee who owns, directly or indirectly, an interest of five percent (5%) or more in the firm or any of its branches.

Furthermore, the official, prior to or at the time of submission of the proposal, must file a statement with the Clerk of Circuit Court of Okaloosa County, if he is an officer or employee of the County, disclosing his or spouse's or child's interest and the nature of the intended business.

Note: For bidder's convenience, this certification form is enclosed and is made a part of the bid package.

13. **Identical Tie Bids** - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality and service are received by the County for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process (see attached certification form).

Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program.

Note: For bidder's convenience, this certification form is enclosed and is made a part of the bid package.

14. **Discrimination** - An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide 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 award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

15. **Disqualification of Bidders** – Any of the following reasons may be considered a sufficient for the disqualification of a bid and the reject of his bid or bids:
 - a. More than one bid for the same work from an individual, firm, or corporation under the same or different name.
 - b. Evidence that the bidder has a financial interest in the firm of another bidder for the same work.
 - c. Evidence of collusion among bidders. Participants in such collusion will receive no recognition as bidders for any future work of the County until such participant shall have been reinstated as a qualified bidder.
 - d. Uncompleted work that, in the judgment of the County, might hinder or prevent the prompt completion of additional work if award.
 - e. Failure to pay or satisfactorily settle all bills due for labor and material on former contracts in force at the time of advertisement of bids.
 - f. Default under previous contract.
 - g. The Board, in its absolute discretion, may reject any bid of a bidder that has failed, in the opinion of the Board, to complete or perform an Okaloosa County contracted project in a timely fashion or has failed in any other way, in the opinion of the Board, to perform a prior contract in a satisfactory manner, and has directed the Okaloosa County Purchasing Director to emphasize this condition to potential bidders.
 - h. These previously noted conditions will be part of the final contract with the selected agency.
16. **Bid Opening** – Bid opening shall be public on the date and time specified on the bid form. It is the bidder's responsibility to assure that his bid is delivered at the proper time and place. Offers by telegram, facsimile, or telephone are **not acceptable**. **Note:** Crestview, Florida is **"not a next day guaranteed delivery location"** by delivery services.
17. **Protection of Resident Workers** – The Okaloosa County Board of County Commissioners actively supports the Immigration & Nationality Act (INA) which includes provisions addressing employment eligibility, employment verification, and nondiscrimination. Under the INA, employers may hire only persons who may legally work in the United States, (i.e., citizens and nationals of the U.S.) and aliens authorized to work in the U. S. the employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verification. The contractor shall establish appropriate procedures and controls so no services or products under the contract documents will be performed or manufactured by any worker who is not legally eligible to perform such services or employment. Okaloosa County reserves the right to request documentation showing compliance with the requirement.

18. **Insurance:**

Contractor's Insurance

- A. The **CONTRACTOR** shall not commence any work in connection with this Agreement until he has obtained all required insurance and such insurance has been approved by the Okaloosa County Risk Management Director.
- B. All insurance policies shall be with insurers licensed to do business in the State of Florida, and any insuring company is required to have a minimum rating of A, Class X in the Best Key Rating Guide published A. M. Best & Co., Inc.
- C. All insurance shall include the interest of all entities names in and its respective agents, consultants, servants and employees of each and all other interests as may be reasonably required by Okaloosa County as Additional Insured. The coverage afforded the Additional Insured under this policy shall be primary insurance. If the Additional Insured have other insurance that is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of the company's liability under this policy shall not be reduced by the existence of such other insurance.
- D. The County of Okaloosa shall be listed as Additional Insured by policy endorsement on all insurance contracts applicable to this Agreement except Workers' Compensation and Professional Liability.
- E. The County of Okaloosa shall be furnished proof of coverage by certificates of insurance (COI) and endorsements for every applicable insurance contract required by this Agreement. The COI's and policy endorsements must be delivered to the County Representative not less than ten (10) days prior to the commencement of any and all contractual agreements between the County of Okaloosa and the **CONTRACTOR**.
- F. The County shall retain the right to reject all insurance contracts that do not meet the requirement of this Agreement. Further, the County reserves the right to change these insurance requirements with 60-day notice to the **CONTRACTOR**.
- G. The insurance definition of Insured or Additional Insured shall include Subcontractor, Sub-subcontractor, and any associated or subsidiary companies of the **CONTRACTOR**, which are involved, and which is a part of the contract.
- H. The County reserves the right at any time to require the **CONTRACTOR** to provide certified copies of any insurance policies to document the insurance coverage specified in this Agreement.
- I. The designation of **CONTRACTOR** shall include any associated or subsidiary company which is involved and is a part of the contract and such, if any associated or subsidiary company involved in the project must be named in the Workers' Compensation coverage.
- J. All policies shall be written so that the County will be notified of cancellation or restrictive amendments at least thirty (30) days prior to the effective date of such

cancellation or amendment. Such notice shall be given directly to the County Representative.

Workers' Compensation Insurance

1. The **CONTRACTOR** shall secure and maintain during the life of this agreement Workers' Compensation insurance for all of his employees employed for the project or any site connected with the work, including supervision, administration or management, of this project and in case any work is sublet, with the approval of the County of Okaloosa, the **CONTRACTOR** shall require the Subcontractor similarly to provide Workers' Compensation insurance for all employees employed at the site of the project, and such evidence of insurance shall be furnished the County of Okaloosa not less than ten (10) days prior to the commencement of any and all subcontractual agreements which have been approved by the County of Okaloosa.
2. Such insurance shall comply with the Florida Workers' Compensation Law.
3. No class of employee, including the **CONTRACTOR** himself, shall be excluded from the Workers' Compensation insurance coverage. The Workers' Compensation insurance shall also include Employer's Liability coverage.

Business Automobile and Commercial General Liability Insurance

1. The **CONTRACTOR** shall maintain Business Automobile Liability insurance coverage throughout the life of this Agreement. The insurance shall include Owned, Non-owned & Hired Motor Vehicle coverage.
2. The **CONTRACTOR** shall carry other Commercial General Liability insurance against all other Bodily Injury, Property Damage and Personal and Advertising Injury exposures. The coverage shall include both On-and Off-Premises Operations, Contractual Liability, Board Form Property Damage, and Professional Liability.
3. All liability insurance (other than Professional Liability) shall be written on an occurrence basis and shall not be written on a claim-made basis. If the insurance is issued with an aggregate limit of liability, the aggregate limit of liability shall apply only to the locations included in this Agreement. If, as the result of any claims or other reasons, the available limits of insurance reduce to less than those stated in the Limits of Liability, the **CONTRACTOR** shall notify the County representative in writing. The **CONTRACTOR** shall purchase additional liability insurance to maintain the requirements established in this Agreement. Umbrella or Excess Liability insurance can be purchased to meet the Limits of Liability specified in this Agreement.
4. Commercial General Liability coverage shall be endorsed to include the following:
 - 1.) Premises – Operation Liability
 - 2.) Occurrence Bodily Injury and Property Damage Liability

- 3.) Independent Contractor's Liability
 - 4.) Completed Operations and Products Liability
5. **CONTRACTOR** shall agree to keep in continuous force Commercial General Liability coverage including Completed Operations and Products Liability for two (2) years beyond acceptance of project.

Limits of Liability

The insurance required shall be written for not less than the following, or greater if required by law and shall include Employer's liability with limits as prescribed in this contract:

	<u>LIMIT</u>
A. Worker's Compensation	
1.) State	Statutory
2.) Employer's Liability	\$1,000,000 each accident
B. Business Automobile & Commercial General Liability Insurance	\$1,000,000 each occurrence (A combined single limit)
C. Personal and Advertising Injury	\$250,000

Notice of Claims or Litigation

The **CONTRACTOR** agrees to report any incident or claim that results from performance of this Agreement. The County representative shall receive written notice in the form of a detailed written report describing the incident or claim within ten (10) days of the **CONTRACTOR's** knowledge. In the event such incident or claim involves injury and/or property damage to a third party, verbal notification shall be given the same day the **CONTRACTOR** becomes aware of the incident or claim followed by a written detailed report within ten (10) days of verbal notification.

Indemnification & Hold Harmless

To the fullest extent permitted by law, **CONTRACTOR** shall indemnify and hold harmless COUNTY, its officers and employees from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the **CONTRACTOR** and other persons employed or utilized by the **CONTRACTOR** in the performance of this contract.

Certificate of Insurance

- A. Certificates of insurance, in duplicate, indicating the job site and evidencing all required coverage must be submitted to and approved by Okaloosa County prior to the commencement of any of the work. The certificate holder(s) shall be as follows:

Okaloosa County
602-C North Pearl Street
Crestview, Florida 32536

- B. All policies shall expressly require 30 days written notice to Okaloosa County at the address set out above, or the cancellations of material alterations of such policies, and the Certificates of Insurance, shall so provide.
- C. All certificates shall be subject to Okaloosa County's approval of adequacy of protection and the satisfactory character of the Insurer. County reserves the right to approve or reject all deductible/SIR above \$10,000.
- D. The Certificates of Insurance shall disclose any and all deductibles or self-insured retentions (SIRs). County requests that all deductibles or SIRs be no greater than \$10,000. However, **CONTRACTORS** having insurance with higher deductibles may submit a bid without penalty reflecting the pricing for their deductible provided that **CONTRACTOR** also submits a brief company financial statement.
- E. All deductibles or SIRs, whether approved by Okaloosa County or not, shall be the **CONTRACTOR's** full responsibility. In particular, the **CONTRACTOR** shall afford full coverage as specified herein to entities listed as Additional Insured.
- F. In no way will the entities listed as Additional Insured be responsible for, pay for, be damaged by, or limited to coverage required by this schedule due to the existence of a deductible or SIR. Specific written approval from Okaloosa County will only be provided upon demonstration that the **CONTRACTOR** has the financial capability and funds necessary to cover the responsibilities incurred as a result of the deductible or SIR.
- G. In the event of failure of the **CONTRACTOR** to furnish and maintain said insurance and to furnish satisfactory evidence thereof, Okaloosa County shall have the right (but not the obligation) to take out and maintain insurance on the project. All costs for the coverage will be paid by **CONTRACTOR** upon presentation of a bill.

General Terms

Any type of insurance or increase of limits of liability not described above which the **CONTRACTOR** required for its own protection or on account of statute shall be its own responsibility and at its own expense.

The carrying of the insurance described shall in no way be interpreted as relieving the **CONTRACTOR** of any responsibility under this contract.

Should the **CONTRACTOR** engage a subcontractor or sub-subcontractor, the same conditions will apply under this agreement to each subcontractor and sub-subcontractor.

The **CONTRACTOR** hereby waives all rights of subrogation against Okaloosa County and its consultants and other indemnities of the **CONTRACTOR** under all the foregoing policies of insurance.

Umbrella Insurance

The **CONTRACTOR** shall have the right to meet the liability insurance requirements with the purchase of an umbrella insurance policy. In all instances, the combination of primary and umbrella liability coverage must equal or exceed the minimum liability insurance limits stated in this agreement.

“NO CONTACT CLAUSE”

The Okaloosa County Board of County Commissioners have established a solicitation silence policy (**No Contact Clause**) that prohibits oral and written communication regarding all formal solicitations for goods and services (formal bids, Request for Proposals, Requests for Qualifications) issued by the Board through the County Purchasing Department.

The period commences when the procurement document is advertised and terminates when the Board of County Commissioners approves an award.

When the solicitation silence period is in effect, no oral or written communication is allowed regarding the solicitation between prospective bidders/proposers and members of the Board of County Commissioners, the County Administrator or members of the Board Approved Review Committee. All questions or requests for information regarding the solicitation **must** be directed to the designated Purchasing Representative listed in the solicitation.

Any information thought to affect the committee or staff recommendation submitted after bids are due, should be directed to the Purchasing Director or his appointed representative. It shall be the Purchasing Director's decision whether to consider this information in the decision process.

Any attempt by a vendor/proposer to influence a member or members of the aforementioned shall be grounds to disqualify the proposer from consideration during the selection process.

All proposers must agree to comply with this policy by signing the following statement and including it with their submittal.

I _____ representing _____
Signature **Company Name**

Hereby agree to abide by the County's “**No Contact Clause**” and understand violation of this policy shall result in disqualification of my proposal/submittal.

NOTICE OF AWARD

TO:

**PROJECT
DESCRIPTION:**

The **OWNER** has considered the **BID** submitted by you for the above-described **WORK in** response to its Advertisement for Bids dated _____ and Information for Bidders.

You are hereby notified that your **BID** has been accepted for items in the amounts of \$_____.

You are required by the Instructions to Bidders to execute the Agreement and furnish the required **CONTRACTOR'S** Performance Bond, Payment Bond, and Certificates of Insurance within fifteen (15) calendar days from the date of this notice to you.

If you fail to execute said Agreement and to furnish said bonds within fifteen (15) calendar days from the date of this notice, said **OWNER** will be entitled to consider all your rights arising out of the **OWNER's** acceptance of your **BID** as abandoned and as a forfeiture of your **BID Bond**. The **OWNER** will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this **NOTICE OF AWARD** to the **OWNER:** Okaloosa County Purchasing, 602-C North Pearl St., Crestview, FL 32536. If you have any questions, please call Jack Allen at 850-689-5960.

Dated this ____ day of _____, 2012.

OWNER – OKALOOSA COUNTY BOARD OF COUNTY COMMISSIONERS

BY: _____ TITLE _____ Purchasing Director _____
Richard L Brannon

ACCEPTANCE OF NOTICE

Receipt of the above **NOTICE OF AWARD** is hereby acknowledged.

BY: _____

This the _____ day of _____, 2012.

BY: _____

Title: _____

NOTICE TO PROCEED

DATE: _____

TO:

PROJECT: _____

You are hereby notified to commence WORK in accordance with the Agreement dated _____, 2012, on or before _____, and you are to complete the WORK within _____. The date of completion of all WORK is therefore _____.

In case of failure on the part of the CONTRACTOR to complete the work within the time(s) specified in the contract, or within such additional time(s) as may be granted by Okaloosa County, the County will suffer damage, the amount of which is difficult, if not impossible, to ascertain. Therefore the CONTRACTOR shall pay to the COUNTY, as liquidated damages, the sum of \$_____ for each calendar day of delay that actual completion extends beyond the time limit specified until such reasonable time as may be required for final completion of the work. In no way shall costs for liquidated damages be construed as penalty on the CONTRACTOR.

You are required to return an acknowledged copy of this NOTICE TO PROCEED to the **OWNER:** Okaloosa County Purchasing, 602-C North Pearl St, Crestview, FL 32536.

OKALOOSA COUNTY BOARD OF COUNTY COMMISSIONERS

OWNER

BY: _____

Richard L. Brannon

TITLE: **Purchasing Director**

ACCEPTANCE OF NOTICE

Receipt of the above **NOTICE TO PROCEED** is hereby acknowledged.

Company Name

This the _____ day of _____, 2012

Signature

By: _____
Type or Print Name

Title: _____

Please provide the following information at the end of your proposal:

AGENCY: _____

AGENCY PRINCIPLE: _____

ADDRESS: _____

TELEPHONE: _____

FAX #: _____

E-MAIL ADDRESS: _____

U. S. HEADQUARTERS CITY: _____

ADDRESS: _____

OTHER OFFICES IN THE U. S. & OUTSIDE THE U. S.: _____

SIGNATURE: _____

TITLE: _____

DATE: _____

CONFLICT OF INTEREST DISCLOSURE FORM

For purposes of determining any possible conflict of interest, all bidders/proposers, must disclose if any Okaloosa Board of County Commissioner, employee(s), elected officials(s), or if any of its agencies is also an owner, corporate officer, agency, employee, etc., of their business.

Indicate either "yes" (a county employee, elected official, or agency is also associated with your business), or "no". If yes, give person(s) name(s) and position(s) with your business.

YES _____

NO _____

NAME(S)

POSITION(S)

FIRM NAME: _____

BY (PRINTED): _____

BY (SIGNATURE): _____

TITLE: _____

ADDRESS: _____

PHONE NO. _____

E-MAIL _____

DRUG-FREE WORKPLACE CERTIFICATION

THE BELOW SIGNED BIDDER CERTIFIES that it has implemented a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under quote a copy of the statement specified in subsection 1.
4. In the statement specified in subsection 1, notify the employees that, as a condition of working on the commodities or contractual services that are under quote, the employee will abide by the terms of the statement and will notify the employer of any conviction, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in, drug abuse assistance or rehabilitation program if such is available in employee's community, by any employee who is convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

DATE: _____

SIGNATURE: _____

COMPANY: _____

NAME: _____

(Typed or Printed)

ADDRESS: _____

TITLE: _____

E-MAIL: _____

PHONE NO.: _____

INDEMNIFICATION AND HOLD HARMLESS

To the fullest extent permitted by law, CONTRACTOR shall indemnify and hold harmless COUNTY, its officers and employees from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the CONTRACTOR and other persons employed or utilized by the CONTRACTOR in the performance of this Agreement.

Bidder's Company Name

Authorized Signature – Manual

Physical Address

Authorized Signature – Typed

Mailing Address

Title

Phone Number

FAX Number

Cellular Number

After-Hours Number(s)

DATE

CONTRACT

This agreement, executed in Crestview, Florida this _____ day of _____ 2012 between the County of Okaloosa, Florida, the Owner, hereinafter called the Party of the First Part, and _____ or **its** successors, executors, administrators and assigns, hereinafter called the Party of the Second Part.

WITNESSETH:

That for and in consideration of payments, hereinafter mentioned, to be made by the Party of the First Part, the Party of the Second Part agrees to furnish all equipment, and labor; to furnish and deliver all materials required to be furnished and to do and perform all work in **providing media buying and marketing advertising services** for an approximate total price of \$_____ in strict conformity with the provisions of this Contract, the Notice to Contractors, the Specifications and the Plans approved by the Owner. The said Plans, Specifications, and the Proposal are hereby made a part of this agreement as fully and to the same effect as if the same had been set forth at length in the body of this agreement.

In consideration of the foregoing promises, the Party of the First Part agrees to pay to the Party of the Second Part such unit prices for the work actually done as are set out in the accompanying proposal in the manner provided in the said Specifications.

The Contractor shall be prepared to begin work to be performed under the contract as he set forth in his proposal, but will not proceed until he receives official notice to begin. The official notice will stipulate the date upon which it is expected that the Contractor will begin his work.

REPRESENTATIVES: The authorized representative of the County shall be:

Greg Donovan, Airport Director
1701 State Road 85, N.
Eglin AFB, FL 32542
850-651-7160 Ext. 4
E-Mail: gdonovan@co.okaloosa.fl.us

The authorized representative for _____ shall be:

E-Mail: _____

All notices required by this agreement shall be in writing to the representative listed above with a courtesy copy to the following:

Jack Allen
Contracts & Leases
Okaloosa County Purchasing Department
602-C North Pearl Street

Crestview, FL 32536
850-689-5960 / 850-689-5998 (FAX)
E-Mail: jallen@co.okaloosa.fl.us

IN WITNESS WHEREOF, the Chairman of the Board of County Commissioners, by authority vested in him, has hereunto subscribed his name on behalf of the County of Okaloosa, Florida, the Owner, and the said _____ has hereto fixed his signature, the day and year above written.

WITNESS:

CONTRACTOR

BY _____

TITLE

**STATE OF FLORIDA
COUNTY OF OKALOOSA**

This contract is accepted this ____ day of _____ 2012 and is effective on the ____ day of _____ 2012.

ATTEST:

COUNTY OF OKALOOSA, FLORIDA

Gary Stanford
Deputy Clerk of Court

BY _____
Don R. Amunds, Chairman

MARKETING/ADVERTISING – MEDIA BUYING RFQ FOR AIRPORTS

Experience w/Airport Advertising (30 pts)						
Knowledge of local travel industry (25 pts)						
Proposed Task Order Payment System (15 pts)						
Financial Strength (10 pts)						
Ability to Branding the Destination (10 pts)						
Creativity (10 pts)						
TOTAL POINTS SCORED OUT OF 100						