

Palm Beach State College

REQUEST FOR PROPOSALS

RFP #13/14-08

RFP Title: Advertising Agency

Date: May 12, 2014

To: All Submitters

From: Purchasing Director

You are invited to submit sealed proposals subject to the terms, conditions, and specifications contained herein and are hereby made part of this request.

- All proposals must be executed and submitted in a sealed envelope.
- Faxed proposals will not be accepted.
- The face of the envelope shall contain the "Request for Proposals #13/14-08"
 - the proposal name "Advertising Agency"
 - the company name
 - delivered to:

Purchasing

Palm Beach State College
4200 Congress Avenue, MS #27
Bldg. PS-100
Lake Worth, FL 33461

- All proposals must be received at the address above no later than 3:00 PM local time, June 09, 2014.
- Proposals will be opened publicly at that time.
- Proposals received after this date and time will be rejected.
- Proposals will not be evaluated at this time.
- The evaluation date and time is noted in the RFP document.

With the consent and agreement of the successful proposer, purchases may be made under this RFP by other state and community colleges, state universities, district school boards, and by other Florida public entities. Such purchases shall be governed by the same terms and conditions stated in the proposal solicitation as provided in State Board of Education Rule 6A-14.0734 (2) (d).

Proposers shall note exceptions to the above paragraph, if any.

In order to insure uniformity, all proposals must be submitted on the enclosed forms or exact photo copies and signed by an authorized representative of the company submitting the proposal. Proposals not submitted in accordance with the terms, conditions, specifications, and other instructions contained herein may be subject to rejection.

Direct all inquiries regarding this Request for Proposals (RFP) to the Purchasing department, in writing, by e-mail: purchasing@palmbeachstate.edu

TABLE OF CONTENTS

SECTION A	1
GENERAL CONDITIONS.....	1
SECTION B	5
SCOPE OF SERVICES AND REQUIREMENTS.....	5
B1. PROJECT SUMMARY.....	5
B2. SCHEDULE:	5
B3. CONTRACT TERM:	5
B4. PROJECT SPECIFIC BACKGROUND:.....	5
a. Purpose	5
b. Research.....	6
c. Definitions.....	6
d. Project Expectations	6
SECTION C	8
INSTRUCTIONS AND INFORMATION	8
C1. PROCESS FOR SUBMITTING PROPOSALS	8
a. Packaging of Proposal	8
b. Number of Proposal Copies	8
C2. EVALUATION CRITERIA.....	8
a. Administrative Review Phase.....	8
b. Quality Review Phase.....	9
c. Creative Presentation Phase.....	9
C3. STANDARD TERMS AND CONDITIONS	9
APPENDIX A	10
VENDOR INFORMATION FORM	10
APPENDIX B	11
REQUIRED PROPOSAL RESPONSE FORMAT	11
APPENDIX C	12
FORM FOR SUBMITTING WRITTEN QUESTIONS.....	12
APPENDIX D	13
FINANCIAL ATTESTATION FORM	13

SECTION A

GENERAL CONDITIONS

To insure acceptance of the bid, follow these instructions:

<p>SEALED PROPOSALS: All proposal sheets and forms must be executed and submitted in a sealed envelope. Do not include more than one proposal per envelope. Proposals not submitted on the attached form shall be rejected. All proposals are subject to the conditions specified herein. Those which do not comply with these conditions are subject to rejection. It is the sole responsibility of the proposer to deliver the proposal to the address contained herein on, or before, the closing hour and date indicated. The College is not responsible for delays with postal delivery nor the normal delay in delivery for internal mail procedures. Palm Beach State College will not be responsible for the inadvertent opening of a proposal not properly sealed, addressed or identified.</p>	<p>DEFINITIONS: [College] refers to Palm Beach State College. [Proposer] refers to the dealer, manufacturer, contractor, or business organization submitting a proposal to the College in response to this request for proposal. [Vendor] refers to the dealer, manufacturer, contractor, or business organization that will be awarded a contract pursuant to the terms, conditions and quotations of the proposal. [Proposer] and [Vendor] will be used interchangeably. [Proposer] and [Bidder] may be used interchangeably throughout this document. [Proposal] and [Bid] may be used interchangeably throughout this document.</p>
<p>EXECUTION OF PROPOSAL: Proposals must contain a signature of an authorized representative in the space provided on the proposal submittal form. If a correction is necessary, draw a single line through the entered figure and enter the correct figure above it. Corrections must be initialed by the person signing the proposal. Any illegible entries, pencil proposals or corrections not initialed will not be tabulated.</p>	<p>PROPOSAL OPENING: Shall be public, at the address indicated on the RFP document, on the date and at the time specified on the proposal form. Proposals will not be evaluated nor will questions be fielded at the time of opening. The proposal opening is to determine the vendor pool only. It is the proposer's responsibility to assure that the proposal is delivered at the proper time and place of the opening. Proposals received after the date and time will be retained, unopened, for the record. Proposals by fax, email or telephone will not be accepted.</p>
<p>PRICES, TERMS and PAYMENT: Firm prices shall be quoted, which includes all packaging, handling, shipping charges and delivery to the destination shown herein. No change orders will be provided to the vendor for site conditions that Vendor could have determined upon a reasonable inspection or is otherwise known to exist as common knowledge within the industry.</p>	<p>CONDITION AND PACKAGING: It is understood and agreed that any item offered or shipped as a result of this proposal shall be the new, current model in production available at the time of this proposal. All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging.</p>
<p>EVALUATION OF PROPOSALS: The evaluation committee intends to recommend to Palm Beach State College Board of Trustees to authorize College administration to award a contract with the proposer, or proposers that represents the best value to the College and/or best meets the Colleges needs as determined solely by the College.</p>	<p>TAXES: The College does not pay sales taxes on direct purchases of tangible personal property. Do not include these items on invoices. See exemption number on face of purchase order. Exemption does not apply to purchases of tangible personal property made by contractors who use the tangible personal property in the performance of contracts for the improvement of state owned real property as defined in Chapter 192 F.S.</p>
<p>AWARDS: In the best interest of the College, the College reserves the right to make award(s) by individual item, group of items, all or none or a combination thereof; to reject any and all proposals or waive any minor irregularity or technicality in proposals received. The College also reserves the right to make awards to one, or more, vendors based upon the recommendations of the evaluation committee.</p>	<p>MISTAKES: Proposers are expected to examine the technical specifications, delivery schedule, proposal prices, extensions, and all instructions pertaining to supplies and services. Failure to do so will be at the proposer's risk. In case of mistake in extension, the unit price will govern.</p>
<p>DISCOUNTS: Proposers are encouraged to reflect cash discounts in unit prices quoted. Proposers may offer a cash discount for prompt payment; however, discounts for less than 30 days will not be considered in determining the lowest net cost for proposal evaluation purposes. Discount time will be computed from the date of satisfactory delivery at place of acceptance or from receipt of correct invoice at the office specified, whichever is later.</p>	<p>COSTS: The College is not liable for any costs incurred by a proposer in responding to this RFP, including those for presentations, when applicable.</p>
<p>CLARIFICATION/CORRECTION OF BID ENTRY: The College reserves the right to allow for the clarification of questionable entries and for the correction of obvious mistakes.</p>	<p>UNDERWRITERS' LABORATORIES: Unless otherwise stipulated in the proposal, all manufactured items and fabricated assemblies shall carry U.L. approval and reexamination listing where such has been established.</p>
<p>SAFETY STANDARDS: Unless otherwise stipulated in the proposal, all manufactured items and fabricated assemblies shall comply with applicable requirements of Occupational Safety and Health Act and any standards there under, Florida Building Code 2010, ASCE 7-10, NFPA, NEC FCC, BICSI, TIA/EIA, IEEE, NEMA, ASTM, and UL standards. Failure to comply with the condition will be considered as a breach of contract.</p>	<p>FREIGHT TERMS: All goods will be delivered F.O.B. Palm Beach State College Central Receiving 4200 Congress Avenue Lake Worth, FL 33461 Unless otherwise specified</p>
<p>PAYMENT: Payment will be made by the College after the items awarded to a vendor have been received, installed, inspected and tested, and found to comply with award specifications, applicable building code / Florida Statute, damage /defect and properly invoiced. All invoices shall bear the purchase order number. Payment for partial shipments shall not be made unless specified in the proposal. An original invoice should be submitted. Failure to follow these instructions may result in a delay in processing invoices for payment. In addition, the purchase order number should appear on bills of lading, packages, cases, delivery lists and correspondence.</p>	<p>DELIVERY: Unless actual date of delivery is specified (or if specified delivery cannot be met), show number of days required to make delivery after receipt of purchase order. Delivery time may become a basis for making an award. Delivery shall be within the normal working hours of the user, Monday through Friday, unless otherwise specified.</p>
<p>MANUFACTURERS' NAMES AND APPROVED EQUIVALENTS: Any manufacturers' names, information and/or catalog numbers listed in a specification are for</p>	<p>CONFLICT OF INTEREST: The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. All proposers must disclose with their proposal</p>

<p>information and not intended to limit competition. The proposer may offer any brand for which he is an authorized representative, which meets or exceeds the specification for any items(s). If proposals are based on equivalent products, indicate on the proposal form the manufacturer's name and number. Proposer shall submit with his proposal, cuts, sketches, descriptive literature, and complete specifications. The bidder shall also explain in detail the reason(s) why the proposed equivalent will meet the specifications and not be considered an exception thereto. Reference to literature submitted with a previous bid will not satisfy this provision. Proposals that do not comply with these requirements are subject to rejection. Proposals lacking any written indication of intent to quote an alternate brand will be considered incomplete with the specifications as listed on the proposal form.</p>	<p>the name of any officer, director, or agent who is also an employee or relative of the Palm Beach State College. Further, all proposers must disclose the name of any employee or family member thereof, who owns, directly or indirectly, an interest in the proposer's firm or any of its branches. The proposer shall not compensate, in any manner, directly or indirectly, any officer, agent, or employee of the College for any act or service that he/she may do, or perform for, or on behalf of any officer, agent or employee of the proposer. No officer, agent, or employee of the College shall have any interest, directly or indirectly, in any contract or purchase made, or authorized to be made by anyone for, or on behalf of the College. The proposer shall have no interest and shall not acquire any interest that shall conflict in any manner or degree with the performance of the services required under this RFP.</p>
<p>ADDITIONAL QUANTITIES: The College reserves the right to acquire additional quantities at the prices quoted in this invitation. If additional quantities are not acceptable, the proposal sheets must note: For Specified Quantity Only.</p>	<p>SERVICE AND WARRANTY: Unless otherwise specified, the proposer shall define any warranty service and replacements that will be provided during and subsequent to performance of this contract. Proposers must explain on an attached sheet to what extent warranty and service facilities are provided</p>
<p>NONCONFORMANCE TO CONTRACT CONDITIONS: Items may be tested for compliance with specifications by appropriate testing laboratories. The data derived from any tests for compliance with specifications are public records and open to examination thereto in accordance with Chapter 119, Florida Statutes. Items delivered not conforming to specifications may be rejected and returned at vendor's expense. These items and items not delivered as per delivery date in RFP and/or purchase order may result in proposer being found in default in which event any and all procurement costs may be charged against the defaulting contractor. Any violation of these stipulations may also result in the supplier's name being removed from the vendor pool.</p>	<p>SAMPLES: Samples of items, when required, must be furnished free of expense, on or before RFP opening time and date, and if not destroyed by testing may, upon request, be returned at the proposer's expense. Each individual sample must be labeled with the proposer's name, manufacturer's brand name and number, RFP number and item reference. Request for return of samples shall be accompanied by instructions which include shipping authorization and name of carrier and must be received with your proposal. If return instructions are not received with the proposal, the commodities shall be disposed of by the College.</p>
<p>PURCHASES BY OTHER ENTITIES: With the consent and agreement of the successful bidder(s), purchases may be made under this bid by other colleges, universities, school boards, political subdivisions, or state agencies. Such purchases shall be governed by the same terms and conditions stated in the bid/proposal solicitation as provided in State Board of Education Rule 6A-14.0734(2)(d).</p>	<p>PUBLIC RECORD LAW: Any material submitted in response to this RFP will become a public document pursuant to Section 119.07, F.S. This includes material which the responding proposer might consider to be confidential or a trade secret. Any claim of confidentiality is waived upon submission, effective after opening pursuant to Section 119.07, Contractor's refusal to comply with this provision shall constitute sufficient cause for termination of the contract resulting from this RFP.</p>
<p>GOVERNMENTAL RESTRICTIONS: In the event any governmental restrictions may be imposed that necessitate alteration of material, quality, workmanship or performance of the items offered on this proposal prior to their delivery, it shall be the responsibility of the successful proposer to notify the College at once, indicating in their letter the specific regulation which required an alteration. The College reserves the right to accept or reject any such alteration, including any price adjustments occasioned thereby, or to cancel the contract at no expense to the College.</p>	<p>LEGAL REQUIREMENTS: Applicable provision of all Federal, State, county and local laws, and of all ordinances, rules, and regulations shall govern development submittal and evaluation of all proposals received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a RFP response hereto and the College by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any bidder shall not constitute a cognizable defense against the legal effect thereof.</p>
<p>LIABILITY: The vendor shall hold harmless the College, its officers, agents and employees from liability of any kind in the performance of the rfp and resulting contract.</p>	<p>ASSIGNMENT: Any Purchase Order issued pursuant to this RFP invitation and the moneys which may become due hereunder are not assignable except with the prior written approval of the College.</p>
<p>EMPLOYMENT OF ALIEN WORKERS: The College will comply with all aspects of Section 274A of the Immigration and Nationality Act. We will not knowingly engage with a company that does not adhere to these regulations and it is the obligation of the proposer to disclose any violation of such law to the College.</p>	<p>AVAILABILITY OF FUNDS: The obligations of the College under this award are subject to the availability of funds lawfully appropriated annually for its purposes by the Legislature of the State of Florida.</p>
<p>CONTRACT: Vendor agrees to be bound by the terms and conditions of this RFP and acknowledges that it must successfully negotiate a contract to be the awardee of this RFP. College reserves the right to negotiate a contract with an alternative respondent if a contract is not entered within 30 days of negotiations unless extended by the College.</p>	<p>PUBLIC MEETING NOTIFICATION: All meetings to judge and/or evaluate this solicitation or to make recommendations for award are held in strict compliance with Florida Statutes as they pertain to Florida in the Sunshine regulations. All meetings are fully open to all proposers as well as the public at large.</p>
<p>INSPECTION, ACCEPTANCE AND TITLE: Inspection and acceptance will be at destination unless otherwise provided. Title and risk of loss or damage to all items shall be the responsibility of the contract supplier until accepted by the College.</p>	<p>CONSORTIUM PURCHASE: When an RFP is issued on behalf of a consortium, prices shall be F.O.B., Ordering Institution address. Invoices shall be delivered to the Institution placing the order unless otherwise stated.</p>
<p>ADDENDA: All addenda to this RFP will be posted to the Palm Beach State College Purchasing web page containing the original solicitation. http://www.palmbeachstate.edu/purchasing/bid-openings.aspx</p>	<p>PRE-DECISION DISCUSSIONS: Any discussion by the proposer with any employee or authorized representative of the College involving proposal information occurring after the proposals are opened and prior to the posting of the recommended award will result in the rejection of that proposal.</p>
<p>STATE LICENSING REQUIREMENT: All entities defined under Chapters 607, 617 or 620, Florida Statutes, seeking to do business with the College shall be on file and in good standing with the State Of Florida's Department of State.</p>	<p>DISPUTES: In case of any doubt or difference of opinion as to the specifications, equivalent products, or items to be furnished here under, the decision of the College shall be final and binding on both parties.</p>

<p>PUBLIC ENTITY CRIME INFORMATION STATEMENT: All invitations to bid as defined by Section 287.012(11), Florida Statutes, requests for proposals as defined by Section 287.012(16), Florida Statutes, and any contract document described by Section 287.058, Florida Statutes, shall contain a statement informing persons of the provisions of paragraph (2)(a) of Section 287.133, Florida Statutes, which reads as follows: "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."</p>	<p>RETENTION OF RECORDS: Contractor agrees to retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertaining to any contract resulting from this RFP for a period of five (5) years. Copies of all records shall be made available to the College upon request. All invoices and documentation must be clear and legible for audit purposes. Documents must be retained by contractor within the State of Florida at an address to be provided, in writing, to the College within 30 days of the contract execution. Any records not available at the time of an audit will be deemed unavailable for audit purposes. The contractor will cooperate with the College to facilitate the duplication and transfer of any said records or documents during the required retention period. The contractor shall inform the College of the location of all records pertaining to the contract resulting from this RFP and shall notify the College by certified mail within ten (10) days if/when the records have been moved to a new location.</p>
<p>ANTI-DISCRIMINATION CLAUSE: The non-discrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375, relative to Equal Employment Opportunity for all persons without regard to race, color, religion, sex or national origin, and the implementing rules and regulations provided by the Secretary of Labor are incorporated herein.</p>	<p>PROTEST: "Failure to file a protest within the time prescribed in S. 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes." All protests must be delivered to the Purchasing Director within the time prescribed in Chapter 120. Strict compliance with Chapter 120 and all other applicable statutes is required.</p>
<p>DISCRIMINATORY VENDOR'S LIST: Any entity or affiliate who has been placed on the Discriminatory Vendors List as maintained by Florida Department of Management Services may not submit a proposal to provide goods or services to a public entity, may not be awarded a contract 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.</p>	<p>AMERICANS WITH DISABILITIES ACT: The contractor shall comply with the Americans with Disabilities Act. In the event of the contractor's non-compliance with the non-discrimination clauses of the Americans with Disabilities Act, or with any other such rules, regulations or orders, any contract resulting from this RFP may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further contracts</p>
<p>SUBCONTRACTORS: The proposer is fully responsible for all work performed under the Contract resulting from this RFP. The proposer may, upon receiving prior written consent from the College's Purchasing Director, enter into written subcontract(s) for performance of certain of its functions under the Contract. No subcontract, which the proposer enters into with respect to performance of any of its functions under the Contract, shall in any way relieve the proposer of any responsibility for the performance of its duties, including any and all liabilities that may arise out of the subcontractor's work related to the project. All payments to subcontractors shall be made by the proposer. The College may reject any and all subcontracts.</p>	<p>REJECTION OF PROPOSALS: The College may reject any and all proposals not meeting mandatory responsiveness requirements, which include terms, conditions or requirements that must be met by the proposer to be responsive to this RFP. These responsiveness requirements are mandatory. Failure to meet these responsiveness requirements will cause rejection of the proposal. In addition, the College may reject any or all proposals containing material deviations. Any bid rejected for failure to meet mandatory responsiveness requirements will not be reviewed. College reserves the right to reject all responsive proposals at any time if it is in the Colleges best interest determined at the sole discretion of the College</p>
<p>INSURANCE REQUIREMENTS: When performing a service, construction work or any type of installation is required on College property, the successful vendor is required to supply a Certificate of Insurance evidencing coverage during the period the vendor is providing services per the following: 1. Workers compensation and employee's liability in accordance with the laws of the State of Florida. 2. Bodily injury liability, minimum of \$1,000,000 per person and \$1,000,000 per accident. 3. Property damage liability, minimum of \$1,000,000 per occurrence and \$2,000,000 aggregate. 4. Umbrella liability with limits of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate. 5. Contingent coverage for sub-contractors for liability at the site. The bidder must list any sub-contractor that will perform work under this bid. The Certificate of Insurance must be provided to the College prior to the commencement of any work.</p>	<p>PROPOSAL INQUIRIES: The proposer may examine this RFP to determine if the College's requirements are clearly stated. If there are any requirements that restrict competition, the proposer may request, in writing, to the College that the specifications be changed. The proposer that requests changes to the College's specifications must identify and describe the proposer's difficulty in meeting the specifications, must provide detailed justification for a change, and must recommend changes to the specifications. Proposer's failure to request changes shall be considered to constitute proposer's acceptance of the specifications. The College shall determine what changes to this RFP shall be acceptable to the College. If required, the College shall issue an addendum reflecting the acceptable changes to this RFP, which shall be available to all proposers in order that all proposers shall be given the opportunity of proposing to the same specifications</p>
<p>VERBAL INSTRUCTIONS: No negotiations, decisions, or actions shall be initiated or executed by the proposer as a result of any discussions with any College employee. Only those communications that are in writing from the College's Purchasing Director identified in this RFP shall be considered a duly authorized expression on behalf of the College. Only communications from the proposer's representative that are in writing and signed will be recognized by the College as duly authorized expressions on behalf of the proposer.</p>	<p>TERMINATION AT WILL: The Contract resulting from this RFP may be terminated by either party upon no less than thirty (30) calendar days' notice, without cause, unless a lesser time is mutually agreed upon by both parties. Notice shall be delivered by certified mail (return receipt requested), by other method of delivery whereby an original signature is obtained, or in-person with proof of delivery</p>
<p>INCLUSION OF SUPPORTING DOCUMENTS: All those submitting sealed replies in response to this Request for Proposals understand that the RFP document, the sealed reply, and all documents and/or materials represented in presentation to the committee shall be a complete record and shall be included in the final contract.</p>	<p>PROPOSED RULES FOR WITHDRAWAL: A submitted proposal may be withdrawn by submitting a written request for its withdrawal to the College, signed by the proposer/contractor, prior to the bid opening date.</p>

<p>FORCE MAJEURE: Neither party shall be liable for loss or damage suffered as a result of any delay or failure in performance.</p>	<p>SUBSTITUTION OF KEY PERSONNEL: In the event the successful proposer desires to substitute any key personnel submitted with his/her proposal, either permanently or temporarily, the College shall be notified in writing 10 days prior to the change and shall have the right to approve or disapprove the desired personnel change.</p>
<p>INTERPRETATIONS: Any questions concerning conditions and specifications shall be directed in writing to Palm Beach State College Purchasing Director by email according to the bid schedule in Section II. Inquiries must reference the date of RFP opening and RFP number</p>	<p>PREFERENCE TO FLORIDA BUSINESS: In accordance with Florida Statute 287.084, if this solicitation is for personal property, then a preference of at least five percent (5%) (see below) must be provided to businesses that have a principle place of business in the State of Florida. Vendors whose principal place of business is outside the State of Florida must submit a written opinion of an attorney as required in 287.084(2). The written opinion is only required if this solicitation is for personal property. The statute is reprinted here for your convenience:</p> <p style="padding-left: 40px;">287.084 Preference to Florida businesses.—</p> <p>(1)(a) When an agency, university, college, school district, or other political subdivision of the state is required to make purchases of personal property through competitive solicitation and the lowest responsible and responsive bid, proposal, or reply is by a vendor whose principal place of business is in a state or political subdivision thereof which grants a preference for the purchase of such personal property to a person whose principal place of business is in such state, then the agency, university, college, school district, or other political subdivision of this state shall award a preference to the lowest responsible and responsive vendor having a principal place of business within this state, which preference is equal to the preference granted by the state or political subdivision thereof in which the lowest responsible and responsive vendor has its principal place of business. In a competitive solicitation in which the lowest bid is submitted by a vendor whose principal place of business is located outside the state and that state does not grant a preference in competitive solicitation to vendors having a principal place of business in that state, the preference to the lowest responsible and responsive vendor having a principal place of business in this state shall be 5 percent.</p> <p>(b) Paragraph (a) does not apply to transportation projects for which federal aid funds are available.</p> <p>(c) As used in this section, the term “other political subdivision of this state” does not include counties or municipalities.</p> <p>(2) A vendor whose principal place of business is outside this state must accompany any written bid, proposal, or reply documents with a written opinion of an attorney at law licensed to practice law in that foreign state, as to the preferences, if any or none, granted by the law of that state to its own business entities whose principal places of business are in that foreign state in the letting of any or all public contracts.</p> <p>(3)(a) A vendor whose principal place of business is in this state may not be precluded from being an authorized reseller of information technology commodities of a state contractor as long as the vendor demonstrates that it employs an internationally recognized quality management system, such as ISO 9001 or its equivalent, and provides a warranty on the information technology commodities which is, at a minimum, of equal scope and length as that of the contract.</p> <p>(b) This subsection applies to any renewal of any state contract executed on or after July 1, 2012.</p> <p>History.—s. 1, ch. 77-460; s. 117, ch. 79-400; s. 215, ch. 95-148; s. 3, ch. 95-420; ss. 16, 53, ch. 99-228; s. 6, ch. 2000-340; s. 23, ch. 2002-207; s. 14, ch. 2012-32.</p> <p>1Note.—Section 25, ch. 2012-32, provides that: “(1) The executive director of the Department of Revenue is authorized, and all conditions are deemed met, to adopt emergency rules under ss. 120.536(1) and 120.54(4), Florida Statutes, for the purpose of implementing this act. “(2) Notwithstanding any provision of law, such emergency rules shall remain in effect for 6 months after the date adopted and may be renewed during the pendency of procedures to adopt permanent rules addressing the subject of the emergency rules.”</p>

Section B

SCOPE OF SERVICES AND REQUIREMENTS

B1. PROJECT SUMMARY

Palm Beach State College is requesting proposals for advertising services. The objective of this procurement is to obtain the services of a qualified full-service advertising agency to guide and assist Palm Beach State College in achieving its short-term and long-term marketing goals.

B2. SCHEDULE:

This request for proposals will be governed by the following schedule:

Release of RFP	May 12, 2014
Deadline for Written Questions	May 27, 2014
Answers to Questions posted on Palm Beach State College Purchasing website http://www.palmbeachstate.edu/purchasing/bid-openings.aspx	June 2, 2014
Proposals Due	June 9, 2014 3 p.m. local time
Evaluation/screening of proposals	June 16 – 17, 2014*
Finalist agencies invited to make creative presentations (Short list announced)	June 23, 2014*
Creative presentations by finalists	July 9 – 10, 2014*
Evaluation Committee results posted	July 21, 2014*
Contract recommendation presented to Board of Trustees	August 12, 2014*

*May or may not occur during the period indicated as determined solely by the College in its best interest.

B3. CONTRACT TERM:

The anticipated contract period will be from August 31, 2014 through August 31, 2016, with options to renew for two (2) additional two-year contract periods.

B4. PROJECT SPECIFIC BACKGROUND:

Serving 49,000 students annually, Palm Beach State College is the largest institution of higher education in Palm Beach County, providing the bachelor's degree, associate degrees, professional certificates, career training and lifelong learning. Established in 1933 as Florida's first public community college, it offers more than 100 programs of study at locations in Lake Worth, Boca Raton, Palm Beach Gardens and Belle Glade.

a. Purpose

The purpose of the advertising project is to work closely with the College to develop an integrated marketing plan to position Palm Beach State College as the institution of first choice for target audiences and their influencers and as an educational leader in Palm Beach County. Components of this plan include clarifying our brand promise, determining appropriate marketing messages, developing advertising concepts and ad purchasing mix and developing and/or enhancing marketing materials, in order to:

- Draw community, regional, state and national recognition for Palm Beach State College educational programs.
- Attract and recruit students to sustain appropriate increases in enrollment to serve our diverse community's educational needs.
- Raise awareness and encourage greater engagement from alumni, friends, foundations, corporations and government agencies that might financially support College programs.

b. Research

No external research will be included in this project. The results of Palm Beach State College's regular awareness/attitudes/image surveys will be available to the selected vendor. Research among internal audiences as part of the engagement process may be included upon the vendor's recommendation.

c. Definitions

Currently Designated Primary Target Markets:

1. Prospective students and their influencers
2. Employers, business/industry partners and public agencies served by the College's educational programs
3. Alumni and donors
4. State and local lawmakers, government officials and policy makers

Geographic Area (in priority order):

1. Palm Beach County
2. State of Florida
3. Surrounding southeastern region
4. National/International

d. Project Expectations

Palm Beach State College requires the following services and deliverables for this project:

- Collaboration with Palm Beach State College's College Relations and Marketing department to develop an integrated marketing plan to position the College as the institution of first choice for target audiences and as an educational leader in Palm Beach County.
- Image assessment and enhancement, brand promise clarification and effective communication of coordinated, consistent brand execution messages.
- Development of strategic plans for media advertising and placement to effectively reach target audiences and allocate limited advertising funds, with regular follow-up assessment and evaluation of the effectiveness of these plans.
- Development, production and placement of innovative, effective advertisements (print, broadcast and digital media) and/or collateral pieces that accomplish marketing goals.
- Consultation in marketing and communications—utilizing research data, maximizing budgets, improving recruitment and advertising strategies, exploring different and creative media options and exploring new corporate and public partnerships for joint promotion.

- Occasional representation of the agency at College meetings designed to present marketing plans and/or increase faculty, staff or student involvement in those plans.
- Regular meetings with College Relations and Marketing staff to discuss marketing plans, strategies and design consistencies.

Section C

INSTRUCTIONS AND INFORMATION

C1. PROCESS FOR SUBMITTING PROPOSALS

a. Packaging of Proposal

The proposal must be plainly identified as:

Name of Proposing Company

Advertising Services RFP Number 13/14-08

Due: June 9, 2014 @ 3:00 P.M. local time.

Outer mailing boxes, envelopes, containers, etc., must display the RFP number. This includes outer carrier boxes and labels. Palm Beach State College will not be held responsible for proposals that are misdirected or mishandled because of the omission of this number.

Any additional information sent separately from the proposal package or at a later date (i.e. addendums, clarifications, proposal withdrawal requests, etc.) must be received by the proposal due date and the RFP number clearly identified on the outside of the package.

b. Number of Proposal Copies

Submittal package must include:

- One (1) complete, hard copy proposal with a signed Required Response Form.
- One (1) complete proposal in one (1) Adobe.pdf File Format on USB.

C2. EVALUATION CRITERIA

The evaluation of proposals received on time will be conducted in the following three phases:

a. Administrative Review Phase

The proposals will be reviewed for the following administrative requirements:

Proposal was submitted by the due date and time

- i. All documents (originals and copies) requiring a signature have been signed
- ii. Correct number of proposal copies have been submitted
- iii. The proposals that pass the administrative review will be reviewed for completeness to ensure that all mandatory requirements are addressed satisfactorily in Appendix A.

Failure to adhere to the above administrative requirements may result in the rejection of the submitted proposal.

b. Quality Review Phase

The proposals that pass the Administrative Review will be reviewed for quality and completeness and can receive a maximum of 400 points. These are the maximum points available for each factor in the evaluation:

- i. Creativity of messaging and execution – 75 Points
- ii. Staff qualifications and time commitments – 75 Points
- iii. Quality of work experiences in required services – 75 Points
- iv. In-house capability to meet project expectations – 50 Points
- v. Solid track record in marketing to College’s key target audiences – 75 Points
- vi. Proximity to Palm Beach County, Florida – 50 Points

c. Creative Presentation Phase

Once the top candidates have been identified based on the review scores, up to four firms will be invited to provide a creative presentation detailing their proposal for College representatives. Upon completion of the presentations, each vendor will be awarded up to 300 points not to be added to their cumulative score to determine the winning proposer. These are the maximum points available for each factor in the evaluation:

- i. Demonstrated understanding of the higher education marketplace – 50 Points
- ii. Demonstrated understanding of the College mission – 50 Points
- iii. Demonstrated understanding of the College’s key target audiences – 50 Points
- iv. Demonstrated expertise in crafting marketing messages that resonate with College’s key target audiences – 50 Points
- v. Demonstrated expertise in crafting a diversified marketing media plan to reach College’s key target audiences through their preferred communication channels – 50 Points
- vi. Demonstrated capability in assessing marketing effectiveness with clear identification of benchmarks for measurement – 50 Points

C3. STANDARD TERMS AND CONDITIONS

<p>Amendments: Palm Beach State College reserves the right to amend this RFP prior to the proposal due date. All amendments and additional information will be posted to the Palm Beach State College Purchasing Web site: http://www.palmbeachstate.edu/purchasing/bid-openings.aspx. Proposers should check this Web page daily for new information.</p>	<p>Contract Discussions: Prior to award, the apparent successful firm may be required to enter into discussions with the College to negotiate the contract agreement for services. These discussions are to be finalized and all exceptions resolved within one (1) week from notification. If no resolution is reached, the proposal may be rejected and discussions initiated with the next highest scoring firm.</p>
<p>Confidentiality Requirements: Proposals are subject to the Florida public records laws. The College cannot protect proprietary data submitted in proposals.</p>	<p>Financial Information The proposer will submit an audited financial statement for the most recent 12-month period. As a minimum, the audited financial statement shall consist of the firm’s balance sheet and statement of operations and the firm’s bonding capacity. This financial requirement may be satisfied by the firm’s surety submitting a certification regarding the firm’s bonding capacity, which must equal or exceed \$1 million dollars. In this regard, the firm’s surety must be a licensed surety qualified to conduct business in the State of Florida and rated “(A-)” or better in the most recent A.M. Best Guide and qualified to do business within the State.</p>

Appendix A

VENDOR INFORMATION FORM

Purchasing Department
Palm Beach State College
4200 Congress Avenue MS#27
Lake Worth, FL 33461

This is to certify that I (authorized representative) have read and understood the terms, conditions, specifications and other instructions contained in this Request, and further, that the items of materials and/or services rendered do meet minimum specifications set forth in this Invitation.

I further certify that this proposal is made without prior understanding, agreement, or connection with any corporation, firm, or persons submitting a proposal for the same materials, supplies, or equipment and is in all respect fair and without collusion or fraud. I agree to abide by all conditions of this request and certify that I am authorized to sign this proposal for the bidder.

RFP 13/14-08 Advertising Agency

Vendor Name	
--------------------	--

Bidding As (Check One)	Corporation <input type="checkbox"/>	Individual <input type="checkbox"/>	Other <input type="checkbox"/> (Explain)
-----------------------------------	---	--	---

Address	
----------------	--

City		State		Zip Code	
-------------	--	--------------	--	-----------------	--

Telephone		Fax	
------------------	--	------------	--

Email	
--------------	--

Representative Name	
--------------------------------	--

Representative Title	
---------------------------------	--

Signature	
------------------	--

Appendix B

REQUIRED PROPOSAL RESPONSE FORMAT

To facilitate the analysis of responses to this RFP vendors are required to prepare their proposals in accordance with the instructions outlined in this Appendix.

Proposals shall be prepared simply as possible and provide a straightforward, concise description of the vendor's capabilities to satisfy the requirements of the RFP. *EMPHASIS SHOULD BE PLACES ON ACCURACY, COMPLETENESS, AND CLARITY OF CONTENT.* All parts, pages, figures, and tables should be numbered and labeled clearly. The proposal should be organized as shown below. Any deviation from this formatting/ numbering will result in a rejection of the bid.

Tab

- 1 Vendor will submit a brief overview of the company's history.
- 2 Vendor will submit data expressing financial capability of handling project as outlined. See Appendix D – Financial Attestation Form.
- 3 Disclosure of any and all litigations closed or pending, within the past five (5) years and any contract terminations.
- 4 Company organizational chart.
- 5 Vendor will provide resumes of key staff to be assigned to this project and their proposed time commitments to this project.
- 6 Vendor will provide at least three (3) references. These references shall include clients with similar projects. Give client's name, project name, objectives, start and end dates, dollar value of project, contact name, contact telephone number and contact email address.
- 7 Vendor will provide evidence of previous client success (including samples of materials produced) following vendor's work on similar projects, especially with clients in higher education and/or academic institutions.
- 8 Recommendations for improvements of deliverables/process and/or for cutting costs (submitted in addition to requested/required information).
- 9 Print out an authorized signature/initials on each page of RFP, Q&A and amendments.
- 10 Appendix A – Vendor Information Form.
- 11 Vendor will provide a description of services the company will offer as it pertains to this project as described under "Project Expectations" in Project Specific Background.

Appendix C

FORM FOR SUBMITTING WRITTEN QUESTIONS

Written Questions for RFP No.	13/14-08
RFP Title	Advertising Agency

Company Name	
Date	
Deadline for Questions	May 27, 2014

Type your questions in the section below. Leave the answer section blank. You are not limited to 10 questions. All questions should be sent via email to: purchasing@palmbeachstate.edu before the deadline.

	Questions	Answers [leave blank]
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		

Appendix D

FINANCIAL ATTESTATION FORM

This form shall be signed by both

and CPA* that prepared/reviewed your company's most recent annual financial statement and be submitted

- Firm Name:
- Name of CPA* that completed the review of your company's most recent annual financial statement:

- This with all the following Section requirements completed fully by your CPA* that completed the audit of your firm's most recent annual financial statement.

○ After review of the most recent audited financial/statement as their CPA* we have defined below their:

2a. Year of most recent annual financial statement information is being derived from: _____

2b. The working capital ratio during that year was? _____

2c. The return on assets during that year was? _____%

2d. The reported a net after tax profit during that year? Yes ___ No _____

2e. The current liabilities? _____

2f. The gross revenues for last 3 years? _____

"CPA"*

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

(* The CPA OR Accountant that completed a review of your company's most recent annual financial statement)