

Request for Qualification RFQ #1-2019/2020 Advertising and Marketing Consultant Services

PROCUREMENT DEPARTMENT 5230 West U.S Highway 98, Room 126 Panama City, Florida 32401

Due on Tuesday, January 7, 2020 @ 2:00 PM CT

NOTICE OF REQUEST FOR QUALIFICATIONS

The District Board of Trustees of Gulf Coast State College, Florida (the "College") is accepting sealed qualifications ("Firm qualifications") to establish a contract with one or more Advertising and Marketing Consultants (the "Services") on an as needed basis to provide brand-appropriate advertising campaign development, production; video, digital and print advertising, creative services; media analysis and planning; and market research and analysis to support the enrollment and public relations goals of Gulf Coast State College.

Requests for Qualifications are available on the College's Procurement Department website at: <u>http://www.gulfcoast.edu/administration-departments/index.html</u>.

Qualification packets shall be delivered prior to 2:00 PM CT on Tuesday, January 7, 2020 to Gulf Coast State College, Procurement Department, Administration Building, Room 126, 5230 West US Highway 98, Panama City, FL 32401.

Late submittals will not be accepted. After the closing time, the firm submittals will be opened for the sole purpose of recording the names of the firms submitting. <u>Submissions must be no more than thirty (30) pages in</u> <u>length, plus cover page, or shall be deemed non-responsive</u>. Respondents are cautioned that they are responsible for delivery to the College Procurement Department. Therefore, if your qualification packet is delivered by an express mail carrier or by any other means, it is your responsibility to ensure delivery to the Procurement Department. College Procurement will not be responsible for deliveries made to any other College locations.

Questions regarding this RFQ shall be in writing to the Executive Director of Procurement & Auxiliary Services, Tonia E. Lawson, at <u>tlawson@gulfcoast.edu</u> by **Monday**, **December 16**, **2019 by 4:00 PM CT**. All questions shall be emailed using the following subject line: "**RFQ #1-2019/2020 Question**". GCSC will provide written answers to questions received in the form of a written addendum no later than **4:00 PM CT on Wednesday**, **December 18**, **2019**. The College will not be responsible for any oral instructions made by any GCSC employees in regards to this solicitation.

No telephone, verbal or oral questions will be accepted and no oral statement made by any officers, employee or agent of GCSC shall be binding. Only statements in writing in this RFQ or in any addendum to this RFQ shall be binding on GCSC.

On Wednesday, January 8, 2020, 8:00 AM CT till 4:00 PM CT, a public meeting will be held to review, rank, and shortlist the firms. This meeting will be held in Enrollment Services Building, Room 124-Gardner Seminar Room. On Tuesday, January 14, 2020 8:00 AM CT till 4:00 PM CT, interviews will be held with the top ranked firms at the College's Panama City Campus, Enrollment Services Building, Room 124-Gardner Seminar Room. Immediately following the interviews, a public meeting will be held to finalize the ranking of the firms.

Campus maps and directions may be found at <u>https://www.gulfcoast.edu/campus-locations/campus-maps/index.html</u>. Any firm requiring a special accommodation at the public meetings because of a disability or physical impairment should contact the Tonia E. Lawson, Executive Director of Procurement & Auxiliary Services at <u>tlawson@gulfcoast.edu</u> at least three (3) working days prior to any meeting.

In order to ensure uniformity, RFQs must be submitted on the RFQ tender forms or exact photo copies. RFQs not submitted in accordance with the terms, conditions, specifications, and other instructions contained herein may be subject to rejection. Submittals that do not comply or those that do not include the requested data will not be considered.

The District Board of Trustees of Gulf Coast State College reserves the right to accept or reject any and all proposals in whole or in part, to withdraw the RFQ, to waive informalities in the solicitation documents, to obtain new proposals, or to postpone the opening pursuant to the GCSC Procurement Policy. Each proposal shall be valid and binding for a period of ninety (90) days after the opening.

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1. CALENDAR OF EVENTS AND PUBLIC MEETINGS

Time	Day / Date	Description
	Tuesday, November 26, 2019	Release / Posting of RFQ
4:00 PM CT	Monday, December 16, 2019	Last day for Written Questions
4:00 PM CT	Wednesday, December 18, 2019	Release of Official Response to Questions via Addendum <u>http://www.gulfcoast.edu/administration-</u> <u>departments/index.html</u>
2:00 PM CT	Tuesday, January 7, 2020	RFQ Due Date Gulf Coast State College Procurement Services Administration Building, Room 126 5230 West US Highway 98 Panama City, FL 32401
TBA	Wednesday, January 8, 2020	Public meeting to finalize the ranking of the firms. Panama City Campus Enrollment Services Building Room 124-Gardner Seminar Room
ТВА	Tuesday, January 14, 20220	Interviews with the top ranked firms. Panama City Campus Enrollment Services Building Room 124-Gardner Seminar Room
4:00 PM CT	Tuesday, January 14, 2020	Post Intent to Award http://www.gulfcoast.edu/administration- departments/index.html
10:00 AM CT	Thursday, January 23, 2020	District Board of Trustees Approval

The College will attempt to adhere to the following schedule of events:

All times stated are Central Time (CT). Dates are subject to change as needed.

2. GENERAL TERMS AND CONDITIONS

All firms must be licensed to do business in the State of Florida. All firms associated with the submission of this RFQ shall submit a current copy of their occupational license.

The term "Firm" will be used to denote an individual, partnership, joint venture, corporation throughout this Request for Qualification.

The term "College" or "GCSC" will be used interchangeably to denote the District Board of Trustees of Gulf Coast State College throughout this Request for Qualifications.

2.1 Americans with Disabilities Act of 1990

If special accommodations are required in order to attend the Pre-qualification meeting and/or the Qualification opening, please notify Tonia E. Lawson, Executive Director of Procurement & Auxiliary Services at tlawson@gulfcoast.edu at least three (3) working days prior to the meeting.

2.2 Assignment

Neither this agreement nor any duties or obligations under this agreement or resulting contract(s) shall be assigned by Firm without prior written consent of the College.

2.3 Availability of Funds

The obligations of GCSC under this award are subject to the availability of the funds lawfully appropriated for its purpose by the State of Florida and the District Board of Trustees.

2.4 Cone of Silence

Any firm or lobbyist for a firm is prohibited from having any communications concerning this solicitation for a competitive procurement with any College Employee, District Board of Trustees Member or College President, after the Procurement Department releases the solicitation to the general public.

This "Cone of Silence" shall go into effect and shall remain in effect from the time of release of the solicitation until the contract is awarded by the College. All communications regarding this solicitation shall be directed to the designated point of contact unless so notified otherwise by the Procurement Department. Any firm or lobbyist who violates the provision may cause their proposal to be considered non-responsive and therefore be ineligible for award.

2.5 Confidentiality

The respondent is hereby warned that any part of his qualification or any other material marked as confidential, proprietary, or trade secret, can only be protected to the extent permitted by Chapter 119, Florida Statutes (Public Records Law).

2.6 Conflict of Interest

All firms must disclose with the RFQ packet the name of any officer, director, employee or agent who is also an officer or employee of Gulf Coast State College. Further, all firms must disclose the name of any College officer or employee, who owns, directly or indirectly an interest of five percent or more in their RFQ packet.

2.7 Contract

The negotiated contract / agreement resulting from this Request for Qualifications process will be governed by the terms and conditions contained in the RFQ and as negotiated prior to contract execution.

2.8 Equal Opportunity

The College is committed to complying with all laws prohibiting discrimination on the basis of race, color, religion, age, disability, marital status, national origin, and gender. The firm agrees to make no distinction in its employment practices on the basis of race, color, religion, age, sex, marital status, or national origin and neither shall discriminate against any qualified person with disabilities in such practices. Firm agrees to adhere to any and all applicable State and Federal Civil Rights Laws. Gulf Coast State College does not discriminate on the basis of race, ethnicity, national origin, gender, age, religion, marital status, disability, sexual orientation and genetic

information in its educational programs and activities. The following department has been designated to handle inquiries regarding nondiscrimination policies: Human Resources, at (850) 913-2926, Gulf Coast State College, 5230 West US Highway 98, Panama City, Florida 32401.

2.9 Errors and Omissions

The firm is expected to comply with the true intent of this RFQ taken as a whole and shall not avail itself of any errors or omissions to the detriment of the services. Should the firm suspect any error, omission, or discrepancy in the specifications or instructions, the firm shall immediately notify the College, in writing, and the College shall issue and post a written amendment. The firm is responsible for the contents of its qualification and for satisfying the requirements set forth in the RFQ.

2.10 Familiarity with Laws

All firms are required to comply with all Federal, State, and Local laws, codes, rules and regulations controlling the action or operation of this RFQ. Relevant laws may include, but are not limited to: The Americans with Disabilities Act of 1990, Office of Education 6A-14, State Requirements for Educational Facilities (SREF), Florida Statute 1013 (K-20) Education Code (Educational Facilities), OSHA regulations, and all Civil Rights legislation.

2.11 Firm's Expense

All qualifications submitted in response to this RFQ, conference attendance and visits to GCSC must be at the sole expense of the Firm, whether or not any agreement is signed as a result of this Request for Qualifications.

2.12 Indemnification

To the fullest extent permitted by law, the firm shall indemnify, hold harmless and defend the College, its Trustees, officers, agents, servants, and employees, from and against all claims, damages, losses, and expenses including, but not limited to, attorneys' fees and other legal costs such as those for paralegal, investigative, and legal support services, and the actual cost incurred for expert witness testimony, arising out of or resulting from the performance of services required under this Contract, provided that same is caused by the negligence, recklessness, or intentional wrongful conduct of the firm or other person utilized by the firm in the performance of the work. Nothing herein shall be deemed to affect the rights, privileges, and immunities of the College as set forth in Section 768.28, Florida Statutes.

The firm, without exemption, shall indemnify and hold harmless the College, its employees and/or any of its Board of Trustees Members from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or non-patented invention, process or item manufactured by the firm. Further, if such a claim is made or is pending, the firm may, at its option and expense, procure for the College the right to use, replace or modify the item to render it non-infringing. If none of the alternatives are reasonably available, the College agrees to return the article, on request, to the firm and receive reimbursement. If the firm used any design, device or materials covered by letters, patent or copyright, it is mutually agreed and understood, without exception, that the proposal prices shall include all royalties or cost arising from the use of such design, device or materials in any way involved in the work.

2.13 Independent Firm

Nothing herein is intended or shall be construed as in any way creating or establishing the relationship of copartners between the parties or in any way making the Firm, the agent, or representative of the College for any purposes in any manner whatsoever. Firm is, and shall remain, an independent firm with respect to all services performed.

2.14 Inquiries / Interpretations

All firms shall carefully examine the RFQ documents. Firms are expected to examine, as applicable, the terms and conditions, specifications, Scope of Work, delivery schedule, proposal prices, extensions and all instructions pertaining to supplies and services. Any questions concerning conditions and specifications should be submitted to the Procurement Department no later than the date specified within the RFQ schedule. Any interpretation of or changes to the RFQ will be made in the form of a written addendum to the RFQ and will be furnished to all firms.

Such inquiries regarding this RFQ must be submitted in writing (via email, fax or hand delivery) to the College's Executive Director of Procurement and Auxiliary Services. The College will provide written answers (via email, fax or hand delivery) to the questions in the form of a written addendum to all firms who have received the RFQ. The College will not be responsible for any instructions made by any employee(s) of the College in regard to this RFQ outside of a written addendum.

2.15 Insurance Required

- A. The firm shall indemnify, defend, and pay on behalf of and hold completely harmless the College ("College" includes, without limitation, members of the College's Board of Trustees, officers, employees, contractors and agents) from and against any and all liabilities (including statutory liability and liability under Workers' Compensation Laws), losses, suits, claims, demands, judgments, fines, damages, costs and expenses (including all costs for investigation and defense thereof, including, but not limited to, court costs, paralegal and expert fees and reasonable attorneys' fees) which may be incurred by, charged to or recovered from any of the foregoing (i) by reason or on account of damage to or destruction of any property of the College, or any property of, injury to or death of any person resulting from or arising out of or in connection with the performance of this Agreement, or the acts or omissions of the firm ("the firm" includes, without limitation, its officers, agents, employees, subcontractors, licensees or invitees), regardless of where the damage, destruction, injury or death occurred, unless such liability, loss, suit, claim, demand, judgment, fine, damage, cost or expense was proximately caused solely by the College's negligence or by the joint negligence of the College and any person other than the firm, or (ii) arising out of or in connection with the failure of the firm to keep, observe or perform any of the covenants or agreements in this Agreement which are required to be kept, observed or performed by the firm. College agrees to give the firm reasonable notice of any suit or claim for which indemnification will be sought hereunder, to allow the firm or its insurer to compromise and defend the same to the extent of its interests, and to reasonably cooperate with the defense of any such suit or claim. In carrying out its obligations under this section, the firm shall engage counsel reasonably acceptable to College. The indemnification provisions of this section shall survive the expiration or earlier termination of this Agreement with respect to any acts or omissions occurring during the term of the Agreement.
- B. The firm shall assume all responsibility for loss incurred by College caused by the firm's neglect or violation of any state or Federal law, state or municipal or agency rule, regulation or order. The firm shall give to the proper authorities all required notices relating to its performance, obtain all official permits and licenses, and pay all proper fees and taxes. It shall promptly undertake proper monetary restitution with respect to any injury that may occur to any building, structure or utility in consequence of its work. The firm will notify the College in writing of any claim made or suit instituted against the firm because of its activities in performance of this Agreement.
- C. In any and all claims against the College, or any of its officers, trustees, agents, contractors, or employees, by any employee of the firm, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation of the firm under this section shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefit payable by or for the firm or any subcontractor under worker's compensation acts, disability benefit acts, or other employee benefit acts.
- D. No provisions of this section herein shall be construed to negate, abridge, or otherwise reduce any other right of indemnity that College may have as to any party or person described therein.
- E. The firm shall purchase and maintain in force during the term of this Agreement, at its own cost and expense, to protect the College, (including, without limitation, all members of the College's Board of Trustees, officers, agents, and employees) from and against any and all liabilities, arising out of or in connection with the firm's performance of its obligations hereunder, general liability and other insurance, including professional liability (errors and omissions), and automobile liability insurance, with limits of coverage reasonably acceptable to the College and with contractual liability coverage for the firm's covenants to and indemnification of College under this Agreement. The College requires an insurer authorized to do business under the laws of the state of Florida with a BEST guide rating of B+ V or higher

covering the firm's officers, employees, agents, servants and its subcontractors (if any) engaged in the provision of services under this Agreement upon the following terms and conditions and for the specified amounts:

- i. Statutory workers' compensation insurance covering the firm's Employees; and
- ii. Employer's liability insurance with a minimum limit of \$100,000.00 per occurrence; \$200,000.00 combined with respect to any employee not covered by workers' compensation insurance; and
- iii. Commercial general liability insurance, including owned, non-owned and hired automobile liability coverage, applicable to personal injury and property damage, with a combined single limit of not less than \$1 million per occurrence, \$2 million aggregate; and which shall contain:
 - a. Provision or endorsement naming The District Board of Trustees of Gulf Coast State College as an additional insured with respect to liability arising out of the performance of any services by the firm or its employees, officers, agents, or servants under this Agreement and providing that such insurance is "primary" insurance with respect to College's interests and that any other insurance maintained by College is excess and not contributing insurance with the insurance required hereunder;
 - b. A waiver of subrogation with respect to the additional insured; and
 - c. Provision or endorsement stating that such insurance will include contractual liability specifically referring to liability assumed by the firm under this Agreement, including, without limitation, that set forth in this Agreement.
- iv. Insurance to cover dishonest acts by Employees with a limit of not less than \$25,000.00; and
- v. Statutory unemployment insurance.
- vi. Professional Liability Insurance-errors and omissions- \$1,000,000.00, each occurrence.

Any and all certificates called for by this subparagraph shall also specify that not less than thirty (30) days written notice shall be given to the College prior to cancellation, termination or modification of a policy of insurance required by this subparagraph.

- F. The firm agrees that the "District Board of Trustees of Gulf Coast State College" (including, without limitation, all members of the College's Board of Trustees, officers, agents, and employees) shall be named as additional insured's under such policy or policies of insurance. All such insurance shall provide that it is primary insurance as respects any other valid insurance College may possess, including any self-insured retention or deductible College may have, and that any other insurance the College does possess shall be considered excess insurance only. All such insurance shall be carried with a company or companies that are acceptable to the College, and said policies shall be in a form satisfactory to College. The declaration page(s) from all insurance policies obtained by the firm in accordance with this Paragraph E, or a properly completed Certificate of Insurance on a form provided by the College, shall be furnished to the College upon the execution of this Agreement, and said declarations page(s) or Certificate of Insurance shall provide that such insurance coverage will not be reduced or canceled without at least thirty (30) days prior written notice to College. Prior to the expiration of any such policy, the firm shall file with College a certificate of insurance showing that such insurance coverage has been renewed. If such insurance coverage is canceled or reduced, the firm shall, within five (5) days after such cancellation or reduction in coverage, file with College a certificate showing that the required insurance has been reinstated or provided through another insurance company or companies approved by College. If the firm fails to obtain or have such insurance reinstated, College may, if it so elects, and without waiving any other remedy it may have against the firm, immediately terminate this Agreement. The firm shall require and ensure that each of its sub-contractors providing services hereunder (if any) procures and maintains, until the completion of the services, insurance of the types and limits specified herein.
- G. Compliance with these insurance requirements shall not relieve or limit the firm's liabilities and obligations

under this contract. Failure of the College to demand such certificate or other evidence of full compliance with these insurance requirements or failure of the College to identify a deficiency from evidence provided will not be construed as a waiver of the firm's obligation to maintain such insurance.

2.16 Laws, Ordinances, Rules, Regulations, Permits, and Licenses

The Firm shall observe and obey all the laws, ordinances, rules, regulations, and policies of GCSC and the federal and state governments which may be applicable to the firm's operation at GCSC, and shall, at the sole cost of the firm, obtain and maintain all permits and licenses necessary to comply with such requirements and standards.

2.17 Lobbying

Firm is prohibited from using funds provided under this RFQ for the purpose of lobbying the Legislature or any official, officer, commission, board, authority, council, committee, or department of the executive branch or the judicial branch of state government.

2.18 Open Competition

The College encourages free and open competition among firms. Whenever possible, specifications, qualification invitations and conditions are designed to accomplish this objective, consistent with the necessity to satisfy the College's needs and the accomplishment of a sound economical operation. The firm's signature on this qualification guarantees that the firm, its agents, officers or employees have not bribed or attempted to bribe or influence in any way an officer, employee or agent of the College.

2.19 Ownership of Work Products

The College will be considered the owner of all work products produced under and resulting from the Contract. This includes, but is not limited to, all original artwork, web and other design, content, or other intellectual property that may be created as a result of this agreement. In addition, any and all materials, documentation, reports, spreadsheets, presentations, recommendations, research results, survey results, statistics, summaries, and any other similar work product or information created pursuant to this Agreement shall be the property of GCSC, shall belong exclusively to GCSC, and are instruments of service for use only by GCSC. Neither these materials, nor the Information from which the materials may have been compiled, shall be disclosed or provided to third parties without GCSC's express written consent even after my work with GCSC has concluded.

2.20 Payment

Partial payments in the full amount for the value of items received and accepted may be requested by the submission of a properly executed invoice, with supporting documents if required. Payment for accepted equipment/supplies/services will be accomplished by submission of an invoice to:

Gulf Coast State College Accounts Payable 5230 West US Highway 98 Panama City, FL 32401 Email: <u>accpay@gulfcoast.edu</u>

Invoices must include the contract number resulting from this Request for Qualifications.

2.21 Performance Inquiry

As part of the evaluation, the College may make inquiries to determine the ability of the firm to perform the work. The College reserves the right to reject any qualification if the firm fails to satisfy the College with proper qualifications to carry out the obligations of the contract.

2.22 Pricing

The College shall negotiate pricing with the Firm on a project by project basis. The College and Firm will agree upon compensation that is determined by the College to be fair, competitive and reasonable. In making such determination, the College shall conduct an analysis of the cost of the professional services required in addition to considering the scope and complexity of the project.

2.23 Prohibition on Contingency Fees

Any firm awarded a contract pursuant to this RFQ must warrant that it has not employed or retained any company or person, other than a bona fide employee working solely for that firm, to solicit or secure the contract and that the firm has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the firm, any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of the contract.

2.24 Proposed Materials

The material submitted in response to the RFQ becomes the property of the College upon delivery to the Procurement Department and is to be appended to any formal document, which would further define or expand the contractual relationship between the College and the firm. All of the material will be considered as part of this Request for Qualification.

2.25 Proprietary Material

All rights to proprietary material must be transferable to GCSC in the event the firm goes out of business.

2.26 Protest of Recommended Award

The recommended award will be available for review at the Procurement Department and electronically posted on the Procurement Website prior to submission through the appropriate approval process. Failure to file a written protest within the time prescribed in *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*. A lobbying blackout period shall commence upon issuance of the solicitation until the Board selects the successful Contractor. For procurements that do not require Board approval, the blackout period commences upon solicitation issuance and concludes upon contract award.

2.27 Protest of Specifications

Any Notice of Protest involving the specifications/term/conditions or any other aspect of the Request for Qualifications must be filed in writing within seventy-two (72) hours after posting of the solicitation. Formal written protest must be filed within ten (10) days after the date of the Notice of Protest is filed; noting references to the specific statutes the protest is based upon. Failure to file a protest within the time prescribed in *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*.

2.28 Public Entity Crimes

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 qualification 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, firm, 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, Florida Statutes for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

2.29 Public Records

Upon award recommendation or thirty (30) calendar days after opening, whichever occurs first, all proposals or other information submitted in response to this RFQ shall be public record subject to public disclosure pursuant to the Public Records Act, *Chapter 119, Florida Statutes*. If a Firm believes any information submitted to GCSC is exempt from disclosure under the Public Records Act, it must specifically identify the exempt information and provide the statutory basis for the exemption. The Firm also must provide one additional copy of the submittal on which any information the Firm claims is exempt has been redacted. The Firm will be responsible for all costs of GCSC, including attorney's fees, associated with defending any asserted exemption from disclosure under the Public Records Act.

2.30 Qualification Rejection

The College shall have the right to reject any or all qualifications and in particular to reject a qualification not accompanied by data required by the RFQ or a qualification in any way incomplete or irregular. <u>Conditional qualifications will not be accepted</u>. Also see "Conflict of Interest" - Section 2.31

2.31 RFQ Interpretation

Interpretation of the wording of this document shall be the responsibility of the College and that interpretation shall be final.

2.32 Right to Reject

The College reserves the right, and the College's Executive Director of Procurement & Auxiliary Services, has sole discretion, to cancel a solicitation at any time prior to approval of the award by District Board of Trustees of Gulf Coast State College, when such approval is required. The decision to cancel a solicitation cannot be the basis for a protest pursuant to the College policy or Florida law.

- a. Reject any or all RFQ received.
- b. Withdraw this RFQ.
- c. Select and award any portion of any or all RFQ items.
- d. Waive minor informalities and irregularities in the Firm's submittal.

A RFQ may be rejected if it is non-responsive or does not conform to the requirements and instructions in RFQ. A RFQ may be non-responsive by reasons including, but not limited to, failure to utilize or complete prescribed forms, conditional proposals, incomplete proposals, indefinite or ambiguous proposals, failure to meet deadlines and improper and/or undated signatures. Other conditions which may cause rejection of RFQ include evidence of collusion among firms, obvious lack of experience or expertise to perform the required work, submission of more than one proposal for the same work from an individual, firm or corporation under the same or a different name, failure to perform or meet financial obligations on previous contracts. RFQs will be rejected if not delivered on or before the date and time specified as the due date for submission.

2.33 Severability

If any provisions of the agreement resulting from this RFQ is contrary to, prohibited by, or deemed invalid by applicable laws or regulations of any jurisdiction in which it is sought to be enforced, then said provisions shall be deemed inapplicable and omitted and shall not invalidate the remaining provisions of the agreement.

In the event any provision of this agreement shall be held invalid or unenforceable by a court of competent jurisdiction, or by an administrative hearing officer in accordance with *Chapter 120, Florida Statutes*, such holding shall not invalidate or render unenforceable any other provision hereof.

2.34 Small Business / Minority / Women Business Enterprises

The College strongly encourages small, minority and/or women owned Firms or joint venture Firms to submit proposals. Minority/Women Business Enterprises that file false status of their M/WBE status may be found guilty of a felony of the second degree and be disbarred from bidding with GCSC for thirty-six (36) months pursuant to 287.094 Florida Statutes.

2.35 Sole Point of Contact

The sole point of contact for all matters relating to this RFQ is:

Procurement Department Gulf Coast State College 5230 West US Highway 98 Panama City, FL 32401 Tonia E. Lawson Executive Associate Director of Procurement & Auxiliary Services T: 850.872.3843 F: 850.767.8043 E: tlawson@gulfcoast.edu

2.36 Term of Contract

The initial term of the negotiated contract shall be for one (1) years. The contract may be renewed for two (2) additional one (1) year terms by mutual written consent.

2.37 Tie Breaker

In the unlikely event of a tie at the conclusion of the scoring, the tie may be broken in the following order:

- Drug-Free Workplace Program Attachment 5
- Coin Toss

2.38 Venue

This contract, and any disputes hereunder, shall be construed in accordance with the laws of the State of Florida and enforced in the courts of the State of Florida. College and firm hereby agree that venue shall be in Bay County, Florida.

2.39 Withdrawal of RFQ Packet

Any Firm may withdraw its RFQ by written request to the Executive Director of Procurement & Auxiliary Services at any time prior to the deadline.

3. PROJECT SCOPE OF WORK

The purpose of this RFQ is to select a consulting firm(s) to provide brand-appropriate advertising campaign development; production; video, digital and print advertising; creative services; media analysis and planning; and market research and analysis to support the enrollment and public relations goals of GCSC.

Services shall include, but not limited to:

- Advertising campaign development;
- Integrated marketing recommendations;
- Market research and analysis;
- Advertising and collateral copywriting;
- Script writing for broadcast radio and television commercials and/or promotional videos;
- Production supervision, coordination, and post production of broadcast radio and television commercials;
- · Creative development and production of print, billboard, cinema, and digital advertising;
- Supply all materials to media outlets in accordance with media deadlines;
- Provide expert media analysis, planning and recommendations;
- Negotiate and place advertising (media) on behalf of GCSC, securing the most favorable rates possible;
- Reconcile media invoices and provide timely reports on media effectiveness;
- Evaluate effectiveness of advertising strategy, messaging, and media flights;
- Produce brand-building assets with long-term value as marketing tools;
- All other services related to the development and execution of successful advertising campaigns for GCSC
- 3.1 The selected firm shall agree to provide media planning and placement services for no more than five (5) percent of the College's total gross media buy.
- 3.2 The basis for charges by the firm for services other than media planning and placement shall be written estimates/proposals provided by the firm and approved by the College.
- 3.3 GCSC Marketing and Communications department would like to have marketing assistance with the following items beginning Summer 2020:
 - Increasing digital presence (streaming radio, YouTube, Snapchat, other social media platforms, to ultimately increase enrollment in all programs.
 - Promote our educational and training opportunities for military and their spouses.
 - Assistance with refining our website design to allow for ease of use and navigation for our target

audience (homepage, programs, admissions).

- Assistance with graphic design for marketing collateral to include digital, print, and video.
- Provide utilization of geomarketing for campaigns
- Provide monthly analytic reports for tactics used to determine if we are meeting our intended outcomes.

Additional Information:

- Consistent and clear communication between marketing firm and College
- Timely completion of work submission
- Guidance and support on how to best utilize the marketing funding to receive the most return on investment

4. SUBMITTAL INFORMATION

4.1 Response Requirements

Please submit one (1) original, five (5) copies and one (1) CD of each qualification packet. Qualification packets must be received at the College's Procurement Department, Administration Building, Room 126, 5230 West US Highway 98, Panama City, FL 32401 prior to **2:00 PM on Tuesday, January 7, 2020**. Qualifications that arrive after the closing time and date will not be accepted. The original qualification packet must be marked clearly as "Original" and the copies must be separate and complete documents that may be distributed to the committee members without any sorting or assembly by the Procurement staff. All responses must be bound or stapled. Facsimile qualification packets will not be accepted. Failure to provide one (1) original and three (3) copies of the qualification packets will be grounds for disqualification.

RFQ submittals must be no more than thirty (30) pages in length, plus cover page, tabs and/or page dividers, or shall be deemed non-responsive. The solicitation number and name are required on the sealed envelope along with the firm's information. Unidentified packages may not be opened.

Firm must provide the required information listed below and in the specified order and format. Each Firm shall provide information, documentation and other necessary materials that best demonstrate and inform GCSC of the Firm's abilities, professional competence, and expertise to provide the assessment services desired. The submittal response should specifically identify the staff who will be directly involved in providing services to the college along with their education and expertise.

4.2 Response Format

To ensure that all proposals are fairly evaluated, scored, and ranked, it is very important that the requested information be prepared and submitted in the order listed below:

- Tab #1 Firm Background, Strength and Objectives
- Tab #2Firm media planning and placement experience
- Tab #3 Project team's professional qualifications
- Tab #4 Portfolio (shall include sample work along with pricing for production and media)
- Tab #5 Certificate(s) of Insurance
- Tab #6 Signature Page (Attachment 1)
- Tab #7Acknowledgement of Addenda (Attachment 2)
- Tab #8 Anti-Collusion Clause (Attachment 3)
- Tab #9Conflict of Interest Disclosure (Attachment 4)
- Tab #10 Drug-Free Workplace Form (Attachment 5)
- Tab #11Public Entity Crime (Attachment 6)
- Tab #12 E-Verifty (Attachment 7)
- Tab #13 Firm shall warrant that there is no action suit, proceeding, inquiry, or investigation, at law or equity, before or by a court, governmental agency, public board or body, pending or, to the best of the firm's knowledge, threatened, which would in any way prohibit, restrain, or enjoin, the execution or delivery of the firm's obligations or diminish the firm's financial ability to perform

the terms of the proposed contract.

Tab #14Provide a list of all higher education clients that you are currently providing marketing services
for in the Florida.

5. SELECTION PROCESS

The Selection of one or more Advertising and Marketing Consultants will be a two (2) part process in accordance with the Contractor's Competitive Negotiation Act (CCNA), *287.055 Florida Statutes*. The appointed selection committee will participate in evaluating the firms throughout both parts.

Part 1- Submittal Review

The selection committee will review responsive submittals and score the written responses according to the evaluation criteria listed below. The criteria and points available for Part 1 are explained below and listed in Attachment 9. The individual committee member's scores and rankings for Part 1 will be totaled and then entered into the master score sheet. The committee will select at least three (3) but no more than five (5) of the highest ranking firms to move on to Part 2. The highest ranking firms will be determined by adding the committee members ranking numbers and not their scores.

Part 2- Interviews

The highest ranking firms, as determined in Part 1, will be invited for interviews with the selection committee. The criteria and points available for the interviews are explained below and listed in Attachment 10. The individual committee member's scores and rankings for Part 2 will be totaled and then entered into the master score sheet. The rank for each firm will be the total of the two ranking scores from Part 1 and Part 2. The master score sheet and final rankings will be posted on the GCSC Procurement website for seventy two (72) hours prior to contract negotiations with the top ranked firm(s).

5.1 Part 1 Submittal Review - Evaluation Criteria

The committee will evaluate the firm's submittals according to the criteria specified below. Criteria 1, 2, 3 and 4 will be rated based on the following scoring scale:

- 4 points Exceeds expectations
- 3 points Somewhat exceeds expectations
- 2 points Meets expectations
- 1 point Somewhat meets expectations
- 0 points Does not meet expectations

5.2 Part 2 Oral Presentations/Interviews - Evaluation Criteria

The committee will evaluate each firm's presentation according to the criteria specified below utilizing the following scoring scale:

4 points	Exceeds	
expectations		
3 points	Somewhat exceeds expectations	
2 points	Meets expectations	
1 point	Somewhat meets expectations	
0 points	Does not meet expectations	

<u>Only the shortlisted firms</u> will be required to provide Attachment 8, Reference Check Form, to at least three (3) references. <u>Please note that it is your responsibility to get the reference forms to your references</u>. The completed Attachment 8 <u>must be returned directly</u> to GCSC Procurement <u>from the references</u>. Forms will not be accepted from your Firm.

Reference Check Forms are due to Procurement before **2:00 PM CT on Monday, January 13, 2020.** These forms should be emailed directly to Tonia E. Lawson, Executive Director of Procurement & Auxiliary Services at

tlawson@gulfcoast.edu.

6. ATTACHMENTS

See next pages.

Attachment 1

SIGNATURE PAGE

REQUEST FOR QUALIFICATIONS

RFQ 1-2019/2020

Advertising and Marketing Consultant Services

All bidders shall submit a copy of their occupational license with their bid; by signing this bid document, all bidders certify that all M/WBE firms/sub firms are licensed to work in the scope assigned to them in this project.

(Please type or print clearly for reproduction purposes)

IDENTIFICATION			Туре	of Service/Commodit	ty
Company Name					
Mailing Address		City		State	Zip Code (9-digit)
Remit Address		City		State	Zip Code (9-digit)
Phone #	Fax #		Web	Page Address	
Contact Person	Title			Email Address	
Address of Parent Company		City		State	Zip Code (9-digit)
Federal Employer Tax Identifica	ation No. (9-	digit)			
Are you a 1099 recipient? Yes	s or No	If YES, under what nam	e?		
OWNERSHIP Please check all a Company is at least 51% owner		and actively managed by		Minority Person(s)	Woman/Women
If minority owned, check applicable.					
African American Native American (includes American Indian, American Eskimo, American Aleut, Asian Pacific American (includes orie and Native Hawiian) Asian Indian American (include India Hispanic American And Bangladesh)					
Please attached a copy of your Certification.	Minority				
Name (Print):					
Signature:					

All bidders certify by their signature that they have read and understand the conditions and specifications of this bid and that they have the authority, capacity and capability to perform according to the conditions and specifications of this Request for Qualification.

Attachment 2 ACKNOWLEDGEMENT OF ADDENDA REQUEST FOR QUALIFICATIONS RFQ 1 – 2019/2020 Advertising and Marketing Consultant Services

The Firm shall acknowledge receipt of any addenda issued to the solicitation by completing the blocks below or by completion of the applicable information on the addendum and returning it no later than the date and time for receipt of the RFQ. Failure to acknowledge an addendum that has a material impact on the solicitation may negatively impact the responsiveness of your RFQ. Material impacts include but are not limited to changes to specifications/scope of work, delivery time, performance period, quantities, bonds, letters of credit, insurance, qualifications, etc.

Addendum No	Date
Addendum No	Date
Addendum No	Date
Addendum No	Date
Name of Firm:	
Authorized Signature:	
Printed Name:	
Title:	
Date:	

It is the responsibility of the firm to ensure that they have received addendums if issued. Call (850) 872-3843 or email tlawson@gulfcoast.edu prior to submitting your proposal to ensure that you have received addendums.

Attachment 3 ANTI-COLLUSION CLAUSE REQUEST FOR QUALIFICATIONS RFQ 1-2019/2020 Advertising and Marketing Consultant Services

Firm certifies that their response is made without prior understanding, agreement or connection with any Corporation, Firm or person submitting a response for the same services and is in all respects fair and without collusion or fraud.

Name of Firm:	
Authorized Signature:	
Printed Name:	
Title:	
Date:	

Attachment 4 CONFLICT OF INTEREST DISCLOSURE FORM REQUEST FOR QUALIFICATIONS RFQ 1-2019/2020 Advertising and Marketing Consultant Services

For purposes of determining any possible conflict of interest, all firms, must disclose if any District Board of Trustees of Gulf Coast State College(s), employee(s), elected officials(s), of if any of its agencies is also an owner, corporate officer, firm, employee, etc., of their firm.

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

		YES	NO
NAME(S)		POSITI	ON(S)
		<u> </u>	
Name of Firm:			
Authorized Signature:			
Printed Name:	. <u></u>	······································	
Title:			
Date:			

Attachment 5 DRUG-FREE WORKPLACE FORM Section 287.087, Florida Statutes

REQUEST FOR QUALIFICATIONS RFQ 1-2019/2020 Advertising and Marketing Consultant Services

The undersigned supplier, in accordance with Section 287.087, Florida Statutes hereby certifies that

does:

Name of Business

- 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, 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 bid a copy of the statement specified in Paragraph 1.
- 4. In the statement specified in Paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of *Section 893, Florida Statutes* 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 a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs 1 thru 5.

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

Name of Firm:	
Authorized Signature:	
Printed Name:	
Title:	
Date:	

Attachment 6

PUBLIC ENTITY CRIME

REQUEST FOR QUALIFICATIONS RFQ 1-2019/2020 Advertising and Marketing Consultant Services

Any person submitting a bid or qualification in response to this invitation must execute the enclosed for PUR 7068, SWORN STATEMENT UNDER PARAGRAPH 287.133(3)(A), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES, including proper check(s), in the space(s) provided, and enclose it with the bid or qualification. However, if you have provided the completed form to the submittal address listed in this Invitation and it was received on or after January 1, 1995, another completed form is not required for the remaining calendar year.

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

1. This sworn statement is submitted to:

(print name of the public entity)

By

(print name of entity submitting sworn statement)

whose business address is

and (if applicable) it's Federal Employer Identification No. (FEIN) is:

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement:

- I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or 2. federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
- I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a 3. conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non jury trial, or entry of a plea of guilty or nolo contendere.
- I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means: 4.
 - 1. A predecessor or successor of a person convicted of a public entity crime: or

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

- I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized 5. under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
- 6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (indicate which statement applies.)

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

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

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

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

[Signature]	-
Print Name	-
 Date	-
Sworn to and subscribed before me thisday of	2020
Personally known OR Produced identification	
Notary Public - State ofMy commission expires	(Type of identification)

(Printed, typed and/or stamped commissioned name of Notary Public)

A person or affiliate who has been placed on the convicted firm 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 firm, firm, Sub-firm, 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 thirty-six months from the date of being placed on the convicted firm list.

Attachment 7

E-VERIFY

REQUEST FOR QUALIFICATIONS RFQ 1-2019/2020 Advertising and Marketing Consultant Services

Vendor/Consultant acknowledges and agrees to the following:

Vendor/Consultant shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of:

- 1. All persons employed by the Vendor/Consultant during the term of the Contract to perform employment duties within Florida; and
- 2. All persons, including subcontractors, assigned by the Vendor/Consultant to perform work pursuant to the contract with GCSC.

Name of Firm:	
Authorized Signature:	
Printed Name:	
Title:	
Date:	

Attachment 8

REFERENCE FORM

REQUEST FOR QUALIFICATIONS

		FQ 1-2019/2020 and Marketing Consultant Services	Company: Attention: Phone & Fax #'s: _			
	Gulf Coast State College is conducting a reference check onfor the abovefor the abov					
	Please answer the following questions and <u>return it directly to Tonia E. Lawson, Executive Director of Procurement</u> <u>& Auxiliary Services</u> via e-mail to <u>tlawson@gulfcoast.edu</u> before 2:00 PM CT on Monday, January 13, 2020.					
1000	Scoring Scale:					
	4	Exceeded expectations	1	Somewhat met expectations		

- 3 Somewhat exceeded expectations 0 Did not meet expectations
- 2 Met expectations

1

REFERENCE QUESTIONS:

Please score the following questions based on the scale provided above:

1.	Was the firm responsive and successful in achieving your marketing goals?	
2.	Please rate the quality of the firm's creative concepts and campaigns.	
3.	Was the account manager responsive, strategic, and effective in managing you project(s)?	
4.	Were the firm's fees reasonable?	
5.	Was the media planner effective in all phases of media planning and placement?	
	TOTAL:	

Comments: _____

Г

Name:	Company:				
Signature:	Date:				
Title:					

GCSC Marketing Agency Attachment 9 Part 1 - Submittal Review Ev					
Agency: Evaluator:		Somewhat Meets Expectations	Meets Expectations	Somewhat Exceeds Expectations	Exceeds Expectations
	0	1	2	3	4
Evaluation Criteria					
Agency Backgroud, Strength and Objectives					
1) The agency has a good understanding of our objectives and what needs to be done to achieve them.					
2) Has a fair amount of experience in assisting state colleges with effective marketing tactics.					
3) Clearly shows how the tactics will elevate GCSC perceived value, generate PR and build an emotional connection for our potential audience.					
4) The agency provides data to prove it can achieve desired results based on similar organizations.					
5) Provides references for previous work they have completed for similar organizations.					
6) The agency has a solid team of graphic designers, writers, and creators to aid in content creation.					
7) The agency clearly communicates and responds in a timely manner.					
farget Audience					
1) Has in-depth understanding and knowledge of our target audience.					
2) Uses the most cost-effective communication medium, content, delivery and engagement channels for each target audience.					
3) Presents the powerful communication and engagement strategies that will be utilized.					

Agency: Does Not Meet Expectations Somewhat Exceeds Expectations **Exceeds Expectations** Expectations Expectations Somewhat Meets Meets **Evaluator:** 0 1 2 3 4

Evaluation Criteria

Pre

Eff

esenta	sentation							
	1) The agency delivered a clear, specific and professional presentation in which they demonstrated understanding of the GCSC brand.							
	2) Our questions were clearly answered and heard.							
	3) Agency provided well-produced documentation of their tactics and a good rationale for their recommendations.							
fective	ctiveness and Return on Investment							
	1) Sets defined targets and measurable goals to be achieved.							
	2) Provide a clear and consise sample regarding the monthly analytics that GCSC will receive to show how the tactics are impacting our target audience.							
	3) Provide recommendations based on analytics to assist in reaching the intended goal.							
	4) The agency's pricing reflects the value we will receive for their proposal.							

Overall

1) What did this agency do that was markedly better than the other agencies?

2) What did any/all of the other agencies do that was markedly better than this agency?

3) What was the single most important factor in this agency receiving/not receiving the bid?